

**Amendment No. 2 to the Interconnection Agreement
Between
Ionex Communications North, Inc.
for
Nebraska
and
U S WEST Communications, Inc.**

This Amendment No. 2 ("Amendment") is made and entered into by and between Ionex Communications North, Inc. ("Ionex") and U S WEST Communications, Inc. ("USWC").

RECITALS

WHEREAS, Ionex and USWC entered into an Interconnection Agreement for service in the state of Nebraska that was executed by Ionex Communications North, Inc. on March 31, 2000 and U S WEST Communications, Inc. on April 4, 2000 (the "Agreement"); and

WHEREAS, Ionex and USWC desire to amend the Agreement by adding the terms, conditions and rates contained herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Amendment Terms.

This Amendment is made in order to replace the Interim Line Sharing Agreement Ionex entered into on May 11, 2000 and to add terms, conditions and rates for Line Sharing as set forth in Attachment 1, attached hereto and incorporated herein.

2. Effective Date.

This Amendment shall be deemed effective upon the appropriate state Commission; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, Ionex must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by USWC. Ionex will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met.

3. Further Amendments.

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. Neither the Agreement nor this Amendment may be further amended or altered except by written instrument executed by an authorized representative of both Parties.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

Ionex Communications North, Inc.

U S WEST Communications, Inc.

Authorized Signature

Authorized Signature

Name Printed/Typed

Name Printed/Typed

Title

Date

Title

Date

Attachment 1

1. Line Sharing

1.1 Description

Line Sharing provides Ionex with the opportunity to offer advanced services simultaneously with an existing end user's analog voice-grade (POTS) service on a single copper loop referred to herein as the "Shared Loop" or "Line Sharing," by using the frequency range above the voice band on the copper loop. This frequency range will be referred to herein as the high frequency spectrum network element or "HUNE." The POTS service must be provided to the end user by USWC.

1.2 Terms and Conditions

1.2.1 General

1.2.1.1 To order the HUNE, Ionex must have a POTS splitter installed in the USWC Wire Center that serves the end user as provided for in either Section 1.3 or Section 1.4 and the end user must have dial tone originating from a USWC switch in that Wire Center. Ionex must provide the end user with, and is responsible for the installation of any equipment necessary for the end user to receive separate voice and data service across a single copper loop.

1.2.1.2 POTS splitters must meet the requirements for central office equipment collocation set by the FCC or be compliant with ANSI T1.413.

1.2.1.3 Ionex may use the HUNE to provide any xDSL services that are compatible with USWC's POTS service. Such services that currently are presumed to meet this standard are ADSL, RADSL, G.lite and Multiple Virtual Line transmission systems. In the future, additional services may be used by Ionex, to the extent those services are deemed acceptable for Line Sharing deployment under applicable FCC rules.

1.2.1.4 Neither Ionex nor USWC may utilize the high frequency portion of a given copper loop if a different telecommunications carrier already is using the frequency range above the voice band on that loop to provide data services, unless the end user of that loop or USWC or the Ionex, with Proof of Authorization from the end user, disconnects the service of the original telecommunications carrier being provided on the frequency range above the voice band.

1.2.1.5 Ionex will be able to request conditioning of Shared Loops. USWC will perform requested conditioning, including removal of load coils and excess bridged taps, of loops. If Ionex requests conditioning, and such conditioning significantly degrades the voice services on a loop to the point that it is unacceptable to the end-user Ionex shall pay the rate set forth in Appendix A of the Underlying Agreement for the loops to be restored to their original state.

1.2.1.6 USWC will provide Ionex with access to the HUNE through POTS splitters installed in USWC Wire Centers. POTS splitters may be installed in USWC Wire Centers in either of the following ways at the discretion of Ionex: (a) via the standard Collocation arrangements set forth in Attachment 4, Section 2 of Ionex's Underlying Agreement; or (b) via Common Area Splitter Collocation as set forth in Section 1.4. Under either option, POTS splitters will be appropriately hard-wired or pre-wired so that USWC is not required to inventory more than two points of termination.

1.2.1.7 Ionex will provide USWC with non-binding, good faith rolling quarterly forecasts for Shared Loop volumes on a Wire Center-by-Wire Center basis.. USWC will keep Ionex forecasts confidential and will not share such forecasts with any person involved in USWC retail operations, product planning or marketing.

1.3 Ionex Collocation Area POTS Splitter

- 1.3.1 Section 1.3.5 of this Amendment is intended to provide a technical description of the network architecture required for line sharing based on current USWC central office configurations. Neither Ionex nor USWC intend for this Section to have any legal effect on the price of unbundled network elements ordered by the Commission or agreed to by USWC and Ionex except as expressly noted.
- 1.3.2 If Ionex elects to have POTS splitters installed in USWC Wire Centers via the standard Collocation arrangements set forth in Attachment 4, Section 2 of Ionex's Underlying Agreement, Ionex will be responsible for purchasing the POTS splitters. Ionex also will be responsible for installing and maintaining POTS splitters in its Collocation areas within USWC Wire Centers.
- 1.3.3 Ionex may designate some or all of its existing DS0 terminations for use in connection with Line Sharing. USWC will perform any necessary DS0 termination reclassifications, frame re-stenciling, and related work for which it is responsible and that is required to provision Line Sharing.
- 1.3.4 Ionex may choose to have USWC provide the cabling used for DS0 terminations for Line Sharing subject to a charge that will cover the cost of the cabling, plus any additional pass through vendor invoice costs such as applicable state taxes, shipping and handling, incurred by USWC. In the alternative, Ionex may provide all such cabling to USWC. USWC will not be responsible for any inability to obtain cabling from vendors because of equipment shortages or equipment delays.
- 1.3.5 Two Interconnection Tie Pairs (ITPs) and two pre-wired DS0 terminations will be needed to connect POTS splitters to the USWC network. One ITP will carry both voice and data traffic from the COSMIC/MDF to an appropriate intermediate distribution frame. From this frame, one DS0 termination will carry both voice and data traffic to the POTS splitter located in Ionex's Collocation area. The voice and data traffic will be separated at the POTS splitter. The data traffic will be routed to the Ionex's network within its Collocation area. The voice traffic will be routed to the COSMIC/MDF switch termination, COSMIC/MDF via the intermediate distribution frame, using a second DS0 termination and a second ITP.
- 1.3.6 The demarcation point between USWC's network and Ionex's network will be the place where the combined voice and data loop is cross connected to the intermediate distribution frame.
- 1.4 Common Area Splitter Collocation
 - 1.4.1 Section 1.4.5 of this Amendment is intended to provide a technical description of the network architecture required for line sharing based on current USWC central office configurations. Neither Ionex nor USWC intend for this Section to have any legal effect on the price of unbundled network elements ordered by the Commission or agreed to by USWC and Ionex except as expressly noted.
 - 1.4.2 If Ionex elects to have POTS splitters installed in USWC Wire Centers via Common Area Splitter Collocation, the POTS splitters will be installed in those Wire Centers in one of the following locations: (a) in a relay rack as close to Ionex's DSO termination points as possible; (b) on an intermediate distribution frame to the extent such a frame is available; or (c) where options (a) and (b) are not available due to physical space limitations in the Wire Centers, or in Wire Centers with network access line counts of less than 10,000, on the COSMIC/MDF or in some other appropriate location such as an existing USWC relay rack or bay. Ionex either may purchase POTS splitters or have USWC purchase POTS splitters on its behalf subject to full reimbursement as described in Section 2. USWC will be responsible for the installation and maintenance of the POTS splitters, but Ionex will lease the POTS splitters to USWC at no cost. USWC may co-mingle the POTS splitter shelves of different CLECs in a single relay rack or bay or in the case of the option (c) above USWC may co-mingle the POTS splitter shelves with USWC miscellaneous equipment. USWC will not be responsible for shortages of POTS

splitters, or USWC's inability to obtain POTS splitters from vendors, if acting as purchasing agent on behalf of Ionex.

- 1.4.3 Ionex may designate some or all of its existing DS0 terminations for use in connection with Line Sharing. USWC will perform any necessary DS0 termination reclassifications, frame re-stenciling, and related work for which it is responsible and that is required to provision Line Sharing.
- 1.4.4 Ionex may choose to have USWC provide the cabling used for DS0 Terminations and/or TIE Cables subject to full reimbursement, or Ionex may provide all such cabling to USWC. USWC will be responsible for the installation and maintenance of the TIE Cables connecting the POTS splitters and the appropriate distribution frame. In addition, Ionex may request that USWC directly cable the data port of the POTS splitter to Ionex collocation area under these same terms. USWC will not be responsible for any inability to obtain cabling from vendors because of equipment shortages or equipment delays.
- 1.4.5 Two Interconnection Tie Pairs (ITPs) and three pre-wired TIE Cables and one pre-wired DS0 termination will be needed to connect the POTS splitters to the USWC network. One ITP will carry both voice and data traffic from the COSMIC/MDF to an appropriate intermediate distribution frame. From this frame, one TIE Cable will carry both voice and data traffic to the POTS splitter. The voice and data traffic will be separated at the POTS splitter, and the separated voice and data traffic will be routed to the intermediate distribution frame via separate TIE Cables (i.e., the second and third TIE Cables). At the intermediate distribution frame, the data traffic will be routed to Ionex's Collocation area via a DS0 termination, and the voice traffic will be routed to the COSMIC/MDF via a second ITP. In the alternative, Ionex may request that USWC directly cable the data port of the POTS splitter to the Ionex Collocation area under these same terms.
- 1.4.6 The demarcation point between USWC's network and Ionex's network will be at the place where the data loop leaves the POTS splitter on its way to Ionex's Collocated equipment.

1.5 Line Sharing Deployment

1.5.1 If Ionex submitted applications to USWC for installation of POTS splitters between March 24, 2000 and April 10, 2000 pursuant to the Interim Line Sharing Agreement dated April 24, 2000, those applications will continue to be governed by the rates, terms and conditions of the Interim Line Sharing Agreement. All subsequent applications will be governed by this Amendment. The rates, terms and conditions of the Interim Line Sharing Agreement are incorporated into this Amendment, as Exhibit A attached hereto and incorporated herein, to govern applications submitted by the CLECs between March 24, 2000 and April 10, 2000.

- 1.5.2 New applications for installation of POTS splitters will be processed in the manner outlined in the Collocation Section Ionex's Underlying Agreement.
- 1.5.3 Ionex may submit applications for additional DS0 termination installations and or reclassifications to support Line Sharing. USWC will process any such applications for augmentation and/or reclassification of DS0 terminations under intervals as outlined below in Section 1.5.3.1.1.
 - 1.5.3.1 Augmentation intervals will be 30 days, subject to the following terms and conditions identified below:
 - 1.5.3.1.1 Ionex will provide a quarterly forecast to USWC in advance of placing applications. Upon receipt of the initial forecast, the interval for augments forecasted in the first month will be 60 days. The interval for

each subsequent month will be 30 days.

1.5.3.1.2 The forecast must include, at a minimum, the following:

- (a) Month each application will be sent;
- (b) The Wire Center by common name for each application;
- (c) Type of terminations required for each level of connection; and
- (d) Whether the termination types are the same as existing or, if different, what numbering requested on the block.

1.5.3.1.3 The interval for reclassification will be fifteen (15) days, subject to the following terms and conditions. If requested reclassification engineering results in additional requirements for DSO TIE Cable termination or TIE Cable support, the interval will default to thirty (30) days.

1.5.3.1.4 If an application for augmentation and/or reclassification is not included in the above forecast, the application will default to the augmentation interval found in the Collocation section.

1.5.3.2 The interval for reclassification will be 15 days, subject to the following terms and conditions identified below:

1.5.3.2.1 If requested reclassification engineering results in additional requirements for DSO Terminations and/or TIE Cable support, the interval will default to the interval for augmentation, which is 30 days.

1.5.3.3 If an application for augmentation and/or reclassification is not included in the above forecast, the application will default to the interval found in Attachment 4, Section 2 of Ionex's Underlying Agreement.

1.5.4 In the event Ionex, or USWC acting as purchasing agent for Ionex, is unable to procure any equipment needed to complete all work required by applications submitted to USWC by Ionex, including, but not limited to, POTS splitters or cabling, USWC will install the subject equipment when available.

1.5.5 If USWC, acting as purchasing agent for Ionex, is unable to procure in a timely manner any equipment needed to complete all work required by applications submitted to USWC by Ionex, including, but not limited to POTS splitters and cabling, Ionex may provide USWC with the subject equipment. Ionex will be notified by USWC of the required material on-site date for the affected USWC Wire Center(s) and Ionex will have two (2) business days to determine if it will be able to provide the subject equipment in advance of the material on-site date. If Ionex does not notify USWC in writing of its intent to provide the subject equipment within this two (2) business day period, or if Ionex provides such notice to USWC but then fails to provide USWC with the subject equipment in a timely manner, USWC will install the subject equipment when available.

2. Rate Elements

2.1 USWC and Ionex specifically incorporate paragraphs 23-26 of the Interim Line Sharing Agreement dated April 24, 2000 into this Amendment, as set forth in Exhibit A. USWC and Ionex are continuing to negotiate final pricing terms and will enter into a pricing Amendment to incorporate the results of

any business agreement or applicable state commission order regarding the pricing terms for line sharing. The pricing terms in paragraphs 23 through 26 of the Interim Line Sharing Agreement will remain effective until such time as an Amendment is entered into between the Parties, as described in the preceding sentence.

3. Ordering Process

3.1 Shared Loop

3.1.1 As a part of the pre-order process, Ionex can access loop characteristic information through the Loop Information Tool. Ionex will determine, in its sole discretion and at its risk, whether to order the HUNE across any specific copper loop. USWC and Ionex will work together to modify the Loop Information Tool to better support Line Sharing.

3.1.2 The appropriate DS0 termination frame terminations dedicated to POTS splitters will be provided on the Line Sharing APOT form one day prior to the ready for service date or at an interval ordered by the Commission or further agreed to by USWC and Ionex in writing. USWC will administer all cross connects/jumpers.

3.1.3 Basic Installation "lift and lay" procedures will be used for all Shared Loop orders. Under this approach, a USWC technician "lifts" the loop from its current termination in a USWC Wire Center and "lays" it on a new termination connecting to Ionex's Collocated equipment in the same Wire Center.

3.1.4 USWC will provision the Shared Loop within the standard unbundled loop provisioning interval at least 90% of the time. USWC and Ionex acknowledge that this interval may be subject to improvement based on systems mechanization and/or relevant legal or regulatory requirements.

3.1.5 Ionex shall not place orders for Shared Loops until all work necessary to provision Line Sharing in a given USWC Wire Center, including, but not limited to, POTS splitter installation and DS0 termination reclassification, has been completed.

3.2 Common Area Splitter Collocation

3.2.1 New POTS splitter shelves may be ordered via a single Collocation application form and quote preparation fee. The Collocation intervals contained in this Amendment will apply.

3.2.2 New POTS splitter shelves may be ordered with an existing Collocation arrangement. Ionex must submit a new Collocation application form and the quote preparation fee to USWC. Standard Cageless and/or Common Collocation intervals will apply.

3.3 DS0 Termination Reclassification

3.3.1 To the extent Ionex has existing DS0 terminations extending from an intermediate distribution frame to its Collocation space, Ionex may request that these existing DS0 terminations be reclassified for use with Line Sharing. Ionex shall request such reclassification through the same process used to order new DS0 terminations.

4. Repair and Maintenance

4.1 USWC will allow Ionex to access Shared Loops at the point where the combined voice and data circuit is cross connected to the POTS splitters.

4.2 USWC will be responsible for repairing voice services provided over Shared Loops and the physical line between network interface devices at end user premises and the point of demarcation in USWC Wire Centers. USWC also will be responsible for inside wiring at end user premises in accordance with the terms and conditions of inside wire maintenance agreements, if any, between USWC and its end users. Ionex will be responsible for repairing data services provided on Shared Loops. USWC and Ionex each will be responsible for maintaining its equipment. The entity that controls the

POTS splitters will be responsible for their maintenance.

- 4.3 USWC and Ionex will continue to develop repair and maintenance procedures for Line Sharing and agree to document final agreed-to procedures in a methods and procedures document that will be made available on USWC's web site. In the interim, USWC and Ionex agree that the following general principles will guide the repair and maintenance process for Line Sharing.
 - 4.3.1 If an end user reports a voice service problem that may be related to the use of a Shared Loop for data services, USWC and Ionex will work together and with the end user to solve the problem to the satisfaction of the end user. USWC will not disconnect the data service provided to an end user over a Shared Loop without the written permission of Ionex unless the end user's voice service is so degraded that the end user cannot originate or receive voice grade calls and/or the end user authorizes USWC to disconnect the data service. USWC will notify Ionex whenever this occurs upon voice trouble ticket closure.
 - 4.3.2 USWC and Ionex each are responsible for their respective end user base and services.
 - 4.3.3 USWC will test for electrical faults (i.e., opens, shorts, and/or foreign voltage) on Shared Loops in response to trouble tickets initiated by Ionex. When trouble tickets are initiated by Ionex, and such trouble is not located in USWC's network, USWC will assess Ionex the charge specified in Section 2.
 - 4.3.4 When trouble reported by Ionex is not isolated or identified by tests for electrical faults (i.e., opens, shorts, and/or foreign voltage), Ionex may request that USWC perform additional testing and USWC may decide to not to perform requested testing where it believes in good faith that additional testing is unnecessary because the test requested has already been performed or otherwise duplicates the results of a previously performed test. In this case, USWC will provide Ionex with the relevant test results on a case-by-case basis. If this additional testing uncovers electrical fault trouble (e.g. in the portion of the network for which USWC is responsible, Ionex will not be charged by USWC for the testing. If this additional testing uncovers a problem in the portion of the network for which Ionex is responsible, USWC will assess Ionex the charge specified in Section 2.
 - 4.4 When POTS splitters are installed in USWC Wire Centers via Common Area Splitter Collocation, Ionex will order and install additional splitter cards as necessary to increase the capacity of the POTS splitters. Ionex will leave one unused, spare splitter card in every shelf to be used for repair and maintenance until such time as the card must be used to fill the shelf to capacity.
 - 4.5 When POTS splitters are installed in USWC Wire Centers via standard Collocation arrangements, Ionex may install test access equipment in its Collocation areas in those Wire Centers for the purpose of testing Shared Loops. This equipment will meet the requirements for central office equipment set by the FCC.
 - 4.6 USWC and Ionex will work together to address end user initiated repair requests and to prevent adverse impacts to the end user.
5. Other
- 5.1 USWC and Ionex agree to the foregoing rates, terms, and conditions for Line Sharing without waiving current or future relevant legal rights and without prejudicing any position USWC or Ionex may take on relevant issues before state or federal regulatory or legislative bodies or courts of competent jurisdiction. This section specifically contemplates, but is not limited to, the following: (i) the positions USWC and Ionex take in any cost docket related to Line Sharing; and (ii) the positions USWC or Ionex might take before the FCC or any state public utility commission related to the rates, terms, and conditions under which USWC must provide Ionex with access to Shared Loops.
 - 5.2 USWC and Ionex agree to work together to address and, where necessary and possible, find solutions for the following Line Sharing implementation issues: (i) the development of processes for handling all CLEC orders for the HUNE which reflect different end user action scenarios including but not limited to; end user changes or disconnects voice service; end user changes or

disconnects data service provider; and/or end user orders new voice and data service simultaneously; (ii) USWC's ability to handle the existing and forecasted volume of all CLEC orders for the HUNE; (iii) USWC's ability to make Loop assignments for the existing and forecasted volume of Lonex orders for the HUNE; (iv) the ability of USWC and Lonex to coordinate repairs; (v) the experience and education of the Shared Loop end user; (vi) Lonex's forecasts of HUNE orders; (vii) the process for conditioning Shared Loops by removing load coils and excess bridged taps; and (viii) the ability of Lonex to order a HUNE to serve end users over fiber-fed loops, including loops comprised of digital loop carrier facilities.

EXHIBIT A
INTERIM LINE SHARING AGREEMENT

This Interim Line Sharing Agreement ("Agreement") between U S WEST Communications, Inc. ("ILEC") and @Link Networks, Inc., Arrival Communications, Inc., BridgeBand Communications, Inc., CDS Networks, Inc., Contact Communications, DIECA Communications, Inc. d/b/a Covad Communications Company, Jato Communications Corp. on behalf of its operating subsidiaries Jato Operating Corp. and Jato Operating Two Corp., Montana Wireless, Inc., MULTIBAND Communications, Inc., New Edge Network, Inc. d/b/a New Edge Networks, NorthPoint Communications, Inc., RHYTHMS LINKS, INC., and Western Telephone Integrated Communications, Inc. ("CLEC" or "CLECs") is entered into this 24th day of April, 2000, to govern deployment of line sharing in the states of Arizona, Colorado, Idaho, Iowa, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington, and Wyoming. The Agreement is effective as of the date referenced in the preceding sentence and will terminate on a state-by-state, CLEC-by-CLEC basis when line sharing amendments to the interconnection agreements between ILEC and CLECs are approved by the relevant state public utility commissions as required by paragraph 36 below. ILEC and CLECs are referred to in this Agreement individually as a "Party" or collectively as the "Parties."

GENERAL

1. ILEC will provide CLEC with access to the frequency range above the voiceband on a copper loop facility used to carry analog circuit-switched voiceband transmissions. This frequency range will be referred to in this document as the "high frequency spectrum network element" or "HUNE". CLEC may use this access to provision any voice compatible xDSL technologies. Specifically permissible are ADSL, RADSL, G.lite and any other xDSL technology that is presumed to be acceptable for shared line deployment in accordance with FCC rules. Under this Agreement, "line sharing" is defined as the situation that exists when the CLEC has access to the HUNE and provides xDSL services on a loop that also carries ILEC POTS.
2. To order the HUNE, a CLEC must have a POTS splitter installed in the central office that serves the end-user of the loop. In addition, the CLEC must provide the end-user with, and is responsible for the installation of, a splitter, filter(s) and/or other equipment necessary for the end-user to receive separate voice and data services across the loop.
3. On or before June 6, 2000, ILEC will begin accepting orders for the HUNE on lines served out of every central office where CLEC has a POTS splitter installed.
4. Prior to July 31, 2000, the CLECs will not request conditioning of shared lines to remove load coils, bridged taps or electronics. If ILEC begins conditioning lines for its xDSL services, CLECs will have the same option. By July 31, 2000, unless another date is agreed to by ILEC and CLEC in writing, the CLEC will be able to request conditioning of a shared line. ILEC will perform requested conditioning, including de-loading and removal of excess bridged taps, unless ILEC demonstrates in advance that conditioning that shared line will significantly degrade the end-user's analog voice service.
5. The CLECs initially will use ILEC's existing pre-qualification functionality and order processes to pre-qualify lines and order the HUNE. The CLECs will determine, in their sole discretion and at their risk, whether to order the HUNE across any specific loop. ILEC and the CLECs will continue to work together to modify these functionalities and processes to better support line sharing.
6. ILEC will initially provision the HUNE within the current standard unbundled loop provisioning interval at least 90% of the time. The Parties acknowledge that this interval may be subject to improvement based on systems mechanization and/or relevant state or federal regulatory orders.

POTS SPLITTER COLLOCATION AND OPERATION OF LINE SHARING EQUIPMENT

7. ILEC will provide CLEC with access to the shared line in one of the following ways, at the discretion of CLEC:
 - (a) CLEC may place POTS splitters in ILEC central offices via Common Area Splitter Collocation. In this scenario, CLEC will have the option to either purchase the POTS splitter of its choosing or to have ILEC purchase the POTS splitter on the CLEC's behalf subject to full reimbursement. The CLEC will lease the POTS splitter to ILEC at no cost. Subject to agreed to or ordered pricing, ILEC will install and

maintain the POTS splitter in the central office. ILEC will install the POTS splitter in one of three locations in the central office: (i) in a relay rack as close to the CLEC DSO termination points as possible; (ii) where an intermediate frame is used, on that frame; or (iii) where options (i) or (ii) are not available, or in central offices with network access line counts of less than 10,000, on the main distribution frame or in some other appropriate location, which may include an existing ILEC relay rack or bay.

- (b) CLEC may, at its option, place the POTS splitters in its own collocation area. ILEC will reclassify TIE cables, re-stencil framing, and perform any related work required to provision line sharing.
 - (c) Under either option (a) or (b), the POTS splitter will be appropriately hard wired or pre-wired so that ILEC is required to inventory no more than two points of termination.
8. In the event CLEC, or ILEC acting as purchasing agent for CLEC, is unable to procure line sharing equipment (i.e., POTS splitters, cabling, etc.) for Common Area Splitter Collocation in a timely manner, ILEC will proceed with the line sharing deployment schedules set forth in paragraphs 12 and 13 below and install the delayed equipment once the deployment for the subject state is completed. If the delayed equipment still is not available once the deployment for the subject state is completed, ILEC and CLEC will work together to establish an alternate deployment schedule for the affected central offices.
- (a) If the ILEC, acting as purchasing agent for the CLEC, is unable to procure line sharing equipment for Common Area Splitter Collocation in a timely manner, then the CLEC may provide ILEC with the missing equipment. However, the deployment schedules set forth in this Agreement may be impacted. If impacted, the deployment will follow the terms and conditions described above.
 - (b) If ILEC is acting as purchasing agent for more than one CLEC in a central office and is unable to procure line sharing equipment for one or more of the CLECs in a timely manner, then none of the CLECs using the ILEC as purchasing agent will be able to order the HUNE in that central office until the equipment is installed for all such CLECs. This requirement does not apply to a CLEC that, upon being contacted by the ILEC of the equipment shortage, provides its own equipment to ILEC for installation. The CLEC will be notified by the ILEC of the required material on-site date for that central office and will have 2 business days to determine if the CLEC will be able to provide its own equipment.
9. CLEC and ILEC may use any POTS splitter that meets the requirements for central office equipment collocation set by the FCC in its March 31, 1999 order in CC Docket No. 98-147.
10. If a CLEC requests that a central office where it is not currently collocated be provisioned for line sharing, the CLEC will indicate its request on the collocation application for that central office.
11. CLEC will provide ILEC with applications for placement of POTS splitters in central offices based on the order set forth on the confidential Central Office Deployment List agreed to jointly by the CLECs and the ILEC and on the schedule set forth below. If the application date is missed by any CLEC, ILEC will accept the CLEC's late applications and install the POTS splitter within 30 days of the end of the schedule for the state where the central office is located or the normal interval for collocation under the CLEC's interconnection agreement, whichever is later. ILEC and CLEC will work together to resolve any problems with order-related data included on the applications within 5 business days of the CLEC receiving notification of the problems from ILEC. If the Parties are unable to resolve the problems after 5 business days, the application will be treated as a late application as defined above. Any changes received from the CLEC after 5 business days of the initial application date will also result in the application be treated as a late application.

First 145 Central Offices	March 24, 2000
Next 85 Central Offices	March 29, 2000
Next 65 Central Offices	April 3, 2000
Remaining Central Offices	April 10, 2000

12. Assuming CLEC reuses existing TIE cable capacity, ILEC will complete the TIE cable reclassification necessary to permit a CLEC to complete placement of POTS splitters in its own collocation areas in the central offices identified on the Central Office Deployment List based on the following schedule:

DATE	TOTAL NUMBER OF CUMULATIVE CENTRAL OFFICES
May 15, 2000	40-50
May 29, 2000	130-150
June 6, 2000	All remaining central offices identified on the Central Office Deployment List

Additional TIE cables will be installed in accordance with the standard intervals and processes set forth in the interconnection agreements between ILEC and CLECs at the completion of this deployment schedule or under an installation schedule mutually agreed upon by CLEC and ILEC. In situations where a CLEC places POTS splitters in its collocation areas, CLEC may begin placing orders for the HUNE in the central offices identified on the Central Office Deployment List in accordance with the above schedule.

13. ILEC will complete Common Area Splitter Collocation in the central offices identified on the Central Office Deployment List based on the following schedule:

DATE	TOTAL NUMBER OF CUMULATIVE CENTRAL OFFICES
May 15, 2000	40-50
May 29, 2000	130-150
June 6, 2000	165-180
June 26, 2000	230-260
July 31, 2000	All remaining central offices identified on the Central Office Deployment List

If a CLEC chooses to have POTS splitters placed in central offices via Common Area Splitter Collocation, CLEC may begin placing orders for the HUNE in the central offices identified on the Central Office Deployment List in accordance with the above schedule.

14. To deploy POTS splitters in a central office identified on the Central Office Deployment List, the CLEC must either: (a) have an existing collocation presence in the central office; or (b) have pending applications for collocation in the central office as of March 10, 2000.
15. If ILEC receives an application for new collocation in a central office that does not appear on the Central Office Deployment List, or where the applying CLEC does not meet the requirements of the preceding paragraph, ILEC will treat the application as a standard collocation application under the terms and conditions of the applicable interconnection agreement. CLEC will be able to order the HUNE in such offices beginning on the date the collocation installation is completed or July 31, 2000, whichever is later.
16. ILEC and the CLECs agree to work together to address and, where necessary and possible, find solutions for the following "Line Sharing Implementation Issues": (a) the implementation of an effective phased process to handle CLEC orders for the HUNE; (b) ILEC's ability to handle the existing and forecasted volume of CLEC orders for the HUNE; (c) ILEC's ability to make central office loop assignments for the existing and forecasted volume of CLEC orders for the HUNE; (d) the ability of ILEC and CLEC to coordinate repairs; (e) the experience and education of the shared line end-user; (f) the CLEC's forecasts of shared line orders; and (g) the process for conditioning loops for line sharing.
17. Beginning on April 1, 2000, the CLECs will provide ILEC with non-binding, good-faith rolling quarterly forecasts for shared line volumes on a state-by-state, central office-by-central office basis. Additionally, CLEC will provide a 1.5 year non-binding, good-faith forecast by quarter to ILEC by June 1, 2000. ILEC will keep CLEC forecasts confidential and will not share such forecasts with any person involved in ILEC retail operations, product planning or marketing.

REPAIR AND MAINTENANCE

18. ILEC will allow the CLECs to access the combined voice and data line at the point where it is cross-connected to the POTS splitter. Under the scenario described in paragraph 7(a) above, the point of demarcation will be at the place where the data loop leaves the POTS splitter on its way to the CLEC's

collocated equipment. Under the scenario described in paragraph 7(b) above, the point of demarcation will be where the shared line is cross-connected to the POTS splitter.

19. ILEC will be responsible for repairing voice services provided over the shared line and the physical line between the network interface device at the end-user premise and the point of demarcation in the central office. ILEC also will be responsible for inside wiring in accordance with the terms and conditions of inside wire maintenance agreements, if any, between ILEC and the end-users. CLECs will be responsible for repairing data services provided over the HUNE portion of the shared line. Each Party will be responsible for maintaining its own equipment. The Party that controls the POTS splitter will be responsible for maintaining it.
20. ILEC and CLEC are continuing to develop repair and maintenance procedures and agree to document final agreed-to procedures in a methods and procedures document that will be available on ILEC's web site. In the interim, ILEC and CLEC agree that the following general principles will guide the repair and maintenance process:
 - (a) If an end-user complains of a voice problem that may be related to the use of the shared line for data services, CLEC and ILEC will work together and with the end-user to solve the problem to the satisfaction of the end-user. ILEC will not disconnect the data service without the written permission of the CLEC unless the end-user's voice service is so degraded that the end-user cannot originate or receive voice grade calls.
 - (b) Each Party is responsible for its own end-user base and will have the responsibility for resolution of any service trouble report(s) from its end-users. ILEC will test for electrical faults (i.e., opens, shorts, and/or foreign voltage) on the shared line in response to trouble tickets initiated by the CLEC.
 - (c) When trouble has been reported by CLEC, and such trouble is not an electrical fault in ILEC's network, ILEC will charge CLEC any applicable charges approved by the relevant state public utility commission.
 - (d) When trouble reported by CLEC is not isolated or identified by tests for electrical faults, ILEC may perform additional testing as requested by CLEC on a case-by-case basis. If this additional testing uncovers electrical fault trouble in the portion of the network for which the ILEC is responsible under this Agreement, the CLEC will not be charged for the testing. If the additional testing uncovers a problem in the portion of the network for which the CLEC is responsible under this Agreement, the CLEC will be charged any applicable charges set forth in interconnection agreements between ILEC and CLECs or by the relevant state public utility commissions. Where no such charges exist, CLEC will pay for such testing on a time and materials basis.
21. When the POTS splitter is placed in the central office via Common Area Splitter Collocation, CLEC will order and install additional splitter cards as necessary to increase POTS splitter capacity from the initial installation. CLEC will leave one empty card in every shelf to be used for repair and maintenance until such time as the card must be used to fill the shelf to capacity.
22. When the POTS splitter is located in the CLEC collocation area, CLEC may install test access equipment in its collocation area for the purpose of testing the shared line. This equipment must comply with the safety requirements set forth in any applicable FCC rules. When the POTS splitter is placed in the central office via Common Area Splitter Collocation, CLEC will have the ability to perform intrusive testing at the test access point on a line-by-line basis.

PRICING

23. ILEC and the CLECs agree to the following negotiated, interim prices for shared lines, splitter collocation and other elements noted in the following table:

Category	Element	Interim Price
Shared Line Non-Recurring		Installation option is basic installation - lift and lay IA* price for basic installation - lift and lay

Shared Line Recurring	HUNE	Paragraph 25	
	2 ITP/EICT - Interconnection	Tie Pairs or Expanded Interconnection Channel	
Terminations	IA price		
Common Area Splitter Collocation Non-Recurring		Installation	\$5,000.00 per shelf
Common Area Splitter Collocation Recurring		Equipment bay - per shelf	\$4.85 per shelf
Cost of POTS splitters if provided by ILEC		POTS splitter	Market cost - in addition to the \$5,000.00 flat rate
Non-recurring for TIE cable reclassification		TIE cables	Time and material for engineering and labor
Repair and Maintenance	Trouble Isolation and Additional Testing		Paragraph 20 (c) and (d)
Line Conditioning	Load Coil and Excess Bridged Tap Removal		IA price

* The relevant interconnection agreement between ILEC and CLEC.

24. ILEC and CLECs will continue work to arrive at appropriate cost recovery for operational support systems upgrades related to the shared line.
25. CLECs may choose from either of the following options for an interim recurring shared line rate:
 - (a) A rate of \$5.40 per month per shared line; or
 - (b) A rate of \$0 per month per shared line until January 1, 2001. On January 1, 2001, the interim recurring shared line rate will change to \$8.25 unless ILEC continues to charge a rate of \$0 per month per shared line to one or more CLECs as of that date. In the event ILEC continues to charge a rate of \$0 per month per shared line to one or more CLECs as of January 1, 2001, ILEC will continue to charge all CLECs that selected this interim recurring shared line rate option a rate of \$0 per month per shared line until such time as it begins to charge all CLECs \$8.25 per month per shared line.

CLECs must select one of the foregoing options for an interim recurring shared line rate by May 1, 2000, and must notify ILEC of their selection through their account teams. Once a selection is made, a CLEC cannot change its selection.

26. All interim prices will be subject to true up based on either mutually agreed to permanent pricing or permanent pricing established in a line sharing cost proceeding conducted by state public utility commissions. In the event interim prices are established by state public utility commissions before permanent prices are established, either through arbitration or some other mechanism, the interim prices established in this Agreement will be changed to reflect the interim prices mandated by the state public utility commissions; however, no true up will be performed until mutually agreed to permanent prices are established or permanent prices are established by state public utility commissions.
27. During the 60 day period immediately following the effective date of this Agreement, the Parties agree to negotiate in good faith in an effort to arrive at mutually agreed to permanent pricing for all of the elements listed in paragraph 23 above and operational support system upgrades related to line sharing. If at the conclusion of this 60 day period, the Parties have been unable to mutually agree to permanent pricing for some or all of such elements and/or operational support system upgrades related to line sharing, the Parties agree to ask the state public utility commissions for each of the states listed in the introductory paragraph of this Agreement to initiate a line sharing cost proceeding to establish permanent pricing for all elements, potentially including operational support system upgrades related to line sharing, still in dispute at that time.

OTHER

28. This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter hereof.

29. ILEC and CLEC enter into this Agreement without waiving current or future relevant legal rights and without prejudicing any position ILEC or CLEC may take on relevant issues before state or federal regulatory or legislative bodies or courts of competent jurisdiction. This clause specifically contemplates but is not limited to: (a) the positions ILEC or CLEC may take in any cost docket related to the terms and conditions of line sharing; and (b) the positions that ILEC or CLEC might take before the FCC or any state public utility commission related to the terms and conditions under which ILEC must provide CLEC with access to the HUNE.
30. The provisions in this Agreement are based, in large part, on the existing state of applicable law, rules, and regulations ("Existing Rules"). Among the Existing Rules are certain FCC orders, including the FCC's Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 released on December 9, 1999, which currently are being challenged. To the extent the Existing Rules are changed, vacated, dismissed, stayed or modified, the Parties shall amend this Agreement to reflect such change, vacation, dismissal, stay, or modification. Where the Parties fail to agree upon such an amendment, all disputed issues will be resolved in accordance with the dispute resolution provisions of the interconnection agreements between ILEC and CLECs incorporated by reference into this Agreement.
31. In addition to those provisions specifically referenced elsewhere in this Agreement, the provisions in the interconnection agreements between ILEC and CLECs related to the following are incorporated by reference into this Agreement: (a) limitation of liability; (b) indemnification; (c) force majeure; (d) warranties; and (e) dispute resolution. These provisions are incorporated on a state-by-state, CLEC-by-CLEC basis.
32. This Agreement is the joint work product of the Parties, has been negotiated by the Parties and shall be interpreted fairly in accordance with its terms and conditions. In the event of any ambiguities, no inferences shall be drawn against any Party.
33. This Agreement only may be amended in writing executed by all Parties to be bound by the amendment.
34. During the term of this Agreement, if ILEC either (a) enters into an agreement with any Party that modifies the rates, terms, and conditions of this Agreement as applied to that Party, or (b) enters into any other agreement for line sharing with any party containing rates, terms, and conditions different from those in this Agreement, ILEC will make such modified or different rates, terms, and conditions available to any interested Party. To the extent the modified or different rates, terms, and conditions are provided by ILEC only in certain locations or pursuant to some other limitation, then the modified or different rates, terms, and conditions only will be made available to interested Parties in those locations or subject to those same limitations. Unless otherwise agreed to by the Parties, this paragraph will not be incorporated into any interconnection agreement amendments entered into between ILEC and CLECs pursuant to paragraph 36 below.
35. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document. This Agreement may be executed where indicated below either by an original signature of a duly authorized representative of each Party or by a facsimile of such a signature.
36. ILEC and CLECs acknowledge the need to execute amendments to their interconnection agreements by June 6, 2000, to govern line sharing. The Parties further acknowledge that the rates, terms, and conditions of this Agreement will form the basis for the negotiation of the amendment. This Agreement will terminate upon execution of such amendments and will be replaced by the amendments. ILEC and CLEC further agree that any applicable window for petitioning a state public utility commission for arbitration of an interconnection agreement amendment for line sharing that would expire before June 6, 2000 is extended to June 16, 2000.
37. The Parties will work together to schedule a conference call with the state public utility commissions for each state listed in the introductory paragraph to this Agreement to explain this Agreement and answer any questions related to the Agreement. The Parties agree to work together to schedule and provide notice of the call in the most efficient and expeditious manner possible. The Parties further agree to respond to any questions or information requests from state public utility commissions in a joint manner and, in so doing, take all reasonable steps to preserve the confidentiality of the Central Office Deployment List.

38. The Parties will work together in good faith to address any problems that may arise in the execution of any part of this Agreement.

Any CLEC that is not a party to this Agreement may opt into this Agreement at any time prior to its expiration. CLECs must notify ILEC of which of the two options for interim shared line rates outlined in paragraph 25 above it selects at the time it opts into this Agreement or by May 1, 2000, whichever is later.