



January 21, 2002
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210 N. Park Ave.
Winter Park, FL
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Ms. Daisy Crockron, Chief of Docketing
Public Utilities Commission of Ohio
180 East Broad Street
Colombus, OH 43226-0573

P.O. Drawer 200
Winter Park, FL
32790-0200

Re: Notification of Name Change Only - Qwest Interprise America, Inc., (formerly known as U S WEST Interprise America, Inc.)

02-181-CFZCN

Dear Ms. Crockron:

Tel: 407-740-8575

Fax: 407-740-0613
tmi@tminc.com
Enclosed for filing please find an original and ten (10) copies of correspondence notifying Commission of a name change only for Qwest Interprise America, Inc. (formerly known as U S WEST Interprise America, Inc.). Also enclosed is the 563 Registration Form reflecting this change and P.U.C.O Tariff No. 1, issued by Qwest Interprise America, Inc., to replace P.U.O.C.1, in its entirety. The Company respectfully requests an effective date of January 22, 2002 for this filing.

Please acknowledge receipt of this filing by date-stamping the extra copy of this cover letter and returning it in the self-addressed, stamped envelope enclosed for this purpose. Questions regarding this filing may be directed to my attention at (407) 740-8575.

Thank you for your assistance.

Sincerely,

Monique Byrnes, Consultant to
Qwest Interprise America, Inc.

Enclosures

MB/mg

cc: T. Snyder - Qwest Interprise America, Inc.
file: Enterprise - OH
tms: ohi0101b

**PUBLIC UTILITIES COMMISSION OF OHIO
PUBLIC COMPETITIVE TELECOMMUNICATIONS SERVICE PROVIDER
563 REGISTRATION FORM**

ISSUED:

02-181-CT-TRF

In the Matter of the Application of)
Qwest Enterprise America, Inc.)
for Authority to Resell Telecommunication) Case No. 01-____-CT-ACE
Services)

Name of Registrant: Qwest Enterprise America, Inc.
Registrant's Address: 1801 California, Denver, Colorado 80202
Contact Person: Monique Byrnes, Consultant **Phone:** (407) 740-8575
Date: January 22, 2002 **TRF Docket No.** 01-____-CT-TRF

I. Indicate the reason for submitting this form (check one) (NOTES: 1. If a waiver is filed in conjunction with an automatic case, see I.D.2.b. of the 563 guidelines for the applicable automatic time frame; and 2. The number of copies noted below must be accompanied by an original filing. Facsimiles are not acceptable.):

- ☐ 1. (ABN) Withdraw or Abandonment of all Services (14-day notice, 13 copies)
- ☐ 2. (ACE) New Operating Authority (30-day approval, 10 copies)
 - ☐ IXC ☐ AOS ☐ CAP ☐ Cellular (facilities base carriers only) ☐ Paging
 - ☐ Other _____
- ☐ 3. (AMT) Merger (14-day notice, 13 copies)
- ☐ 4. (ATR) Transfer or Transaction Affecting Operating Authority (14-day notice, 7 copies)
- ☐ 5. (ARJ) All Other Requests for Relief from Jurisdiction (NOT automatic, 10 copies)
- ☐ 6. (MTW) "Me Too" Waiver (30-day approval, 10 copies)
- ☐ 7. (RRJ) Interexchange Switchless Rebiller Request for Relief from Jurisdiction (30-day approval, 10 copies)
- ☐ 8. (WVR) Request for Waiver from Portion(s) of 563 pursuant to I.D.3. of the 563 guidelines. (NOT automatic, 10 copies)
- ☐ 9. (ZAC) Contract (0-day notice, 10 copies)
- ☒ 10. (ZCN) Change of Name (0-day notice, 10 copies)
- ☐ 11. (ZCO) Change in Ownership (0-day notice, 10 copies)
- ☐ 12. (ZTA) Introduction of new tariffed service(s), textual revision, correction of error, addition of service area(s), etc. (0-day notice, 10 copies)
- ☐ 13. (UNC) Unclassified (explain) _____ NOT automatic, 10 copies)
- ☐ 14. Other (explain) _____ (NOT automatic, 10 copies)

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THE FOLLOWING ARE TRF FILINGS ONLY, NOT NEW CASES (O-day notice, 3 copies)

- ☐ 15. Introduction or extension of Promotional Offering
- ☐ 16. New Price List Rate for Existing Service.
- ☐ 17. Designation of Registrant's Process Agent(s)

II. Indicate which of the following exhibits have been filed. The numbers (corresponding to the list above) indicate, at a minimum, the types of cases in which the exhibit is required:

- ☐ A copy of registrant's informational tariff. (2)
- ☐ Statement affirming that the registrant has notified the Ohio Department of Taxation of its intent to conduct operations as a telephone utility in the State of Ohio. (2)
- ☐ List of names, addresses, and phone numbers of officers and directors, or partners. (2-4,)
- ☐ Brief description of service(s) proposed, as well as the targeted market(s) (2)
- ☒ Copy of tariff sheet(s) & price list(s) superseded, marked as Exhibit A. (1,3-4,6,10,12-16)
- ☒ Copy of revised tariff sheet(s) & price list(s) superseded, marked as Exhibit B. (1,3-4,6,10,12-16)
- ☐ If increase to residential MTS, DA, or traditional operator surcharges, specify which notice procedure will be utilized: ☐ real time; or ☐ annual. (12,16)
- ☒ N/A Copy of real time notice which has been provided to customers. (1,3,10-12,16)
- ☐ Copy of annual notice which will be sent to customers is: ☐ included with this filing; or will be filed with the Commission _____ (month) _____ (year). (16)
- ☐ Description of and rationale for proposed tariff changes, including a complete description of the service(s) proposed or affected. Specify for each service affected whether it is business ☐, residence ☐, or both ☐ as well as whether it is a switched ☐ or dedicated ☐ service. Include this information in either the cover letter or label as Exhibit C". (3,6,8,12-15)
- ☐ Delineation of any de-averaged message toll service, if applicable. (6, 12-16)
- ☒ N/A Statement explaining rationale for proposal. (1,3-5,10-11)
- ☒ List of Ohio counties specifically involved or affected (1-6,8,10,16)
- ☒ Certification from Ohio Secretary of State as to party's proper standing (domestic or foreign corporation, authorized use of fictitious name, etc.). (2-4,7,10) (In transfer of certificate cases, the transferee's good standing must be established).
- ☐ Justification for waiver of specific element(s) of 563. (6,8)
- ☐ Responses to questions contained in Appendix A, Attachment 4 to the 563 guidelines (7)
- ☐ For radio common carriers a, Statement affirming that registrant has obtained all necessary federal authority to conduct operations being proposed, and that copies have been furnished by cellular, paging, and mobile companies to this Commission of any Form 401, 463, and/or 489 which the applicant has filed with the Federal Communications Commission. (2-4)
- ☐ Other information requested by the Commission staff.

- III. Registrant hereby attests to its compliance with the following requirements in the Service Requirements Form, as well as all pertinent entries and orders issued by the Commission with respect to these issues. Further, registrant hereby affirms that it will maintain with its TRF docket an up-to-date, properly marked, copy of the Service Requirements Form available for public inspection.**

Mandatory requirements for all CTS providers:

- ☐ Sales tax
- ☐ Deposits

Service requirements for CTS providers of certain services (check all applicable):

- ☐ Discounts for Persons with Communication Disabilities and the Telecommunication Relay Service
- ☐ Emergency Services Calling Plan
- ☐ Alternative Operator Service (AOS) requirements
- ☐ Limitation of Liability
- ☐ Termination Liability Language

- IV. List names, titles, and addresses of those persons authorized to make and/or verify filings at the Commission on behalf the registrant:**

Monique Byrnes, Consultant to
Qwest Interprise America, Inc.
Technologies Management Inc.
PO Drawer 200
Winter Park, FL 32790-0200

Or

David Zielger, Regional Director
Policy & Law
Qwest Interprise America, Inc.

NOTE: An annual report is required to be filed with the Commission by each company on an annual basis. The annual report form will be sent for completion to the address and individual (s) identified in this Section unless another address or individual is so indicated.

SERVICE REQUIREMENTS FORM

N/A

The provider affirms that it is in compliance with Commission directives concerning the following checked items, and that this represents an up-to-date listing of applicable "generic" service requirements. The provider understands that this in no way supersedes the context of the applicable Commission orders described below.

A. MANDATORY REQUIREMENTS FOR ALL CTS PROVIDERS:

☐ 1. SALES TAX

Applicable to all competitive telecommunication service providers (See also Case No. 87-1010-TP-UNC)

Certain telecommunication services, as defined in the Ohio Revised Code, are subject to state sales tax at the prevailing tax rates, if the services originate, or terminate in Ohio, or both, and are charged to a subscriber's telephone number or account in Ohio.

☐ 2. DEPOSITS

If a deposit is requested, it may not exceed the estimated charges for two months tariffed services plus 30 percent of the monthly estimated charge for a specified customer. Deposits held for less than 180 days shall not accrue interest. Interest on intrastate deposits held for 180 days shall not accrue interest. Interest on intrastate deposits held for 180 days or longer will be handled in accordance with Rule 4901:1-17-05 of the Ohio Administrative Code,

B. REQUIREMENTS FOR PROVIDERS OF CERTAIN CTSs OR WHERE CERTAIN CONDITIONS OF SERVICE ARE UTILIZED (check all applicable):

N/A

☐ **1. DISCOUNTS FOR PERSONS WITH COMMUNICATION DISABILITIES AND THE TELECOMMUNICATION RELAY SERVICE**

Applicable to all competitive telecommunication service providers offering message toll service (MTS) (See also Case No. 87-206-TP-COI and 91-113-TP-COI):

- a. For purposes of these requirements, the definition of disabled refers to those persons with communication disabilities including those hearing disabled, deaf, deaf/blind and speech disabled persons who have a disability that prevents them from communicating over the telephone without the aid of a telecommunications device for the communicatively disabled.
- b. Residential disabled customers or disabled members of a customer household, upon written application and upon certification of their disabled status, which is evidenced by either a certificate from an accredited educational institution for the disabled, are eligible to receive a discount off their MTS rates, and, if they utilize telebraille devices, they are eligible to receive free access to local and intrastate long distance directory assistance. Additionally, TDD lines maintained by non-profit organizations and governmental agencies, upon written application and verification that such lines are maintained for the benefit of the disabled are eligible to receive a discount off their MTS rates.
- c. Upon receipt of the appropriate application, and certification or verification by a person with a communication disability, one of the following discounts shall be made available for the benefit of the disabled person:
 - i. Off the basic MTS, current, price list day rates: a 40 percent discount off the intrastate, interexchange, customer-dialed, station-to-station calls occurring between 8:00 a.m. and 4:59 p.m. Monday through Friday; 60 percent discount off the intrastate, interexchange, customer-dialed, station-to-station calls occurring between 5:00 p.m. and 10:59 p.m. Sunday through Friday, and New Year's Day, Independence Day, Labor Day, Thanksgiving, and Christmas; and a 70 percent discount off the intrastate, interexchange, customer-dialed, station-to-station calls occurring between 11:00 p.m. and 7:59 a.m. any day, 8:00 a.m. and 4:59 p.m. Sunday, and all day Saturday; or

B. REQUIREMENTS FOR PROVIDERS OF CERTAIN CTSs OR WHERE CERTAIN CONDITIONS OF SERVICE ARE UTILIZED (check all applicable):

N/A

c. (Cont'd.)

- ii. Off the basic MTS, current, price list day rates: no less than a straight 70 percent discount shall be made available on a 24-hour a day basis; or
- iii. For MTS offered pursuant to the mileage-banded rate structure established in the Commission's April 9, 1985 Opinion and Order in Case No. 84-944-TP-COI, with the traditional day, evening, and night/weekend discounts: the "evening" discount off the intrastate, interexchange, customer-dialed, station-to-station calls placed during the "evening" period Sunday through Friday, and on New Year's Day, Independent Day, Labor Day, Thanksgiving, and Christmas. Furthermore, the "night/weekend" discount plus an additional discount equivalent to no less than ten percent of the Company's current, price list, "day" rates for basic MTS shall be made available for intrastate, interexchange, customer-dialed, station-to-station calls placed during the "night/weekend" period any day, the "day" period Sunday, and all day Saturday.

- d. All MTS calls placed through the telecommunication relay service (TRS) are eligible to receive a discount off the MTS rates. The rate discounts are the same as those set forth in paragraph 1.c. preceding. The discount shall not apply to sponsor charges associated with calls placed to pay-per-call services, such as 900, 976, or 900-like calls.

B. REQUIREMENTS FOR PROVIDERS OF CERTAIN CTSs OR WHERE CERTAIN CONDITIONS OF SERVICE ARE UTILIZED (check all applicable): (CONT'D.)

N/A

☐ **2. EMERGENCY SERVICES CALLING PLAN**

Applicable to all competitive telecommunication service providers offering MTS (See also Case Nos. 85-1466-TP-COI and 89-54-TP-COI):

Message toll telephone calls, to governmental emergency service agencies as set forth in (a) following, having primary or principal responsibility with respect to the provision of emergency services to persons and property in the area from which the call is made, meeting the definition and criteria of an emergency call as set forth in (b) following, are offered at no charge to customers:

- a. Governmental fire fighting, Ohio State Highway Patrol, police, and emergency squad service (as designated by the appropriate governmental agency) qualify as governmental emergency service agencies provided they answer emergency service calls on a personally attended (live) 24-hour basis, 365 days a year, including holidays.
- b. An emergency is an occurrence or set of circumstances in which conditions pose immediate threat to human life, property, or both, and necessitate that prompt action be taken. An emergency call is an originated call of short duration to a governmental emergency service agency in order to seek assistance for such an emergency.

B. REQUIREMENTS FOR PROVIDERS OF CERTAIN CTSs OR WHERE CERTAIN CONDITIONS OF SERVICE ARE UTILIZED (check all applicable): (CONT'D.)

N/A

☐ **3. ALTERNATIVE OPERATOR SERVICES**

The following applies to the provision of alternative operator services (AOS) (see also Case No. 88-560-TP-COI):

Preceding the maximum operator-assisted surcharges set forth in the text of the proposed tariff, as well as preceding the operator-assisted surcharges set forth in the price list attached to proposed tariff, the CTS provider must insert a statement which specifies whether the rates as set forth apply to the provider's provision of traditional operator services, AOS, or both.

a. Definitions

- i. AOS are those services provided by the provider in which the customer and the end user are totally separate entities. The provider contracts with the customer to provide the AOS; however, the provider does not directly contract with the end user to provide the services even though it is the end user who actually pays for the processing of the operator-assisted calls.
- ii. Traditional operator services are those services provided by the provider in which the end user has a customer relationship with the provider, the provider contracts with the customer/end user to provide the services, and the customer/end user pays for the actual processing of the operator-assisted calls.

b. AOS Service Parameters

- i. For local operator-assisted calls, the AOS provider shall not charge the billed party more than the local exchange company (LEC price list rates for a local operator-assisted call in the same exchange. This requirement includes both the rates for MTS and operator surcharges.
- ii. For intraLATA, intrastate calls, the AOS providers serving secured facilities shall not charge the billed party more than the LEC price list rates for an intraLATA, intrastate call. This requirement includes both the rates for MTS and operator surcharges. This requirement is only applicable in those situations where the billed party does not have access to other operator service providers (OSPs) for the call from the secured facility.

B. REQUIREMENTS FOR PROVIDERS OF CERTAIN CTSs OR WHERE CERTAIN CONDITIONS OF SERVICE ARE UTILIZED (check all applicable): (CONT'D.)

N/A

b. AOS Service Parameters, (Cont'd.)

- iii. For intraLATA and interLATA, intrastate calls, each AOS provider must apply one of the following MTS price ceilings to the MTS provided in conjunction with AOS (see also Case No. 89-563-TP-COI):

Mileage Band	Initial Minute	Ea. Addl. Minute
1-10	\$0.32	\$0.16
11-22	\$0.40	\$0.22
23-55	\$0.48	\$0.28
56-124	\$0.57	\$0.37
125-end	\$0.58	\$0.39

or;

\$0.36 per minute of use

This rule does not apply to the provision of intraLATA, intrastate calls from secured inmate facilities where there is no access to other OSPs; the rates for those types of calls are addressed in 3.B.i. and ii., above.

- iv. For intraLATA and interLATA, intrastate calls, each AOS provider's maximum interexchange operator-assisted rates shall be no more than:
- \$1.70 for customer-dialed calling card calls;
 - \$2.50 for operator-handled calls; and
 - \$4.80 for person-to-person calls.

This rule does not apply to the provision of intraLATA, intrastate calls from secured inmate facilities where there is no access to other OSPs; the rates for those types of calls are addressed in 3.B.1, above.

- v. Notice of any change in the rates stated in 3.B.i. through iv., whether it be upward or downward, must be filed by the OSP with the Commission in the form of a new price list, on or before the effective date in accordance with Commission-established filing rules.

B. REQUIREMENTS FOR PROVIDERS OF CERTAIN CTSs OR WHERE CERTAIN CONDITIONS OF SERVICE ARE UTILIZED (check all applicable): (CONT'D.)

N/A

☐ **4. LIMITATION OF LIABILITY**

The following is applicable to all competitive telecommunication providers that choose to include in their tariffs language which may limit their liability (See also Case No. 85-1406-AU-COI):

Approval of limitation of liability language by the PUCO does not constitute a determination by the Commission that the limitation of liability imposed by the company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

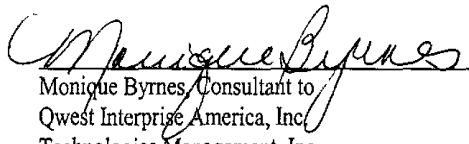
☐ **5. TERMINATION LIABILITY**

The following is applicable to all competitive telecommunication providers that choose to include in their tariffs language which may limit their liability for early termination of a contract or term payment plan:

Commission authorization of the termination liability language pursuant to the 0-day notice procedure is not intended to indicate that the Commission has approved or sanctioned any terms or provisions contained therein. Signatories to such contracts shall be free to pursue whatever legal remedies they may have should a dispute arise.

VERIFICATION

I, Monique Byrnes, Consultant to Qwest Interprise America, Inc. verify that I have utilized, verbatim, the Commission's 563 Registration Form issued December 21, 1995, and that all of the information submitted here, and all additional information submitted in connection with Case No. 01-____-CT-____ is true and correct to the best of my knowledge.



Monique Byrnes, Consultant to
Qwest Interprise America, Inc.
Technologies Management, Inc.
210 N. Park Avenue
Winter Park, FL 32789
Telephone: (407) 740-8575
Facsimile: (407) 740-0613

- * A verification is required for every filing. It may be signed by counsel or a process agent designated by the Registrant, except that initial certification cases (ACE) must be signed by an officer of the registering entity.

Send your completed Registration Form, including all required attachments as well as the required number of copies, to:

Public Utilities Commission of Ohio
Attention: Docketing Division
180 East Broad Street
Columbus, Ohio 43215-3793

Qwest Interprise America, Inc.

EXHIBIT A

Copy of Tariff

PUC01

*Sent via email
from P Reynolds*

U S WEST Interprise America, Inc.

ORIGINAL TITLE PAGE 1

PUC01

U S WEST Interprise America, Inc.

Case No.90-5681-CT-TRF

COMPETITIVE TELECOMMUNICATIONS SERVICES:

Page Reference:

Frame Relay Service

34 thru 39

These Services are Provided in the Following
Ohio Counties: All Counties in Ohio

Issued: November 10, 1997

Effective: December 10, 1997

Issued under authority of order of the Public Utilities Commission of Ohio,
dated April 18, 1996, in Case No.96-264-CT-ACE.

Issued By: Jeri S. Wait
Vice President
INTERPRISE America
1999 Broadway (Suite 700)
Denver, CO 80202

PUC01

U S WEST Interprise America, Inc.

FIRST REVISED PAGE 1

CHECK SHEET

The Title Page and Pages 1 through 40 of this tariff are effective as of the date shown. Revised sheets contain all changes from the original tariff that are in effect as of the date indicated.

<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>
Title	Original	29	Original
1	First Revised*	30	Original
2	Original	31	Original
3	Original	32	Original
4	Original	33	Original
5	Original	34	Original
6	Original	35	Original
7	Original	36	First Revised*
8	First Revised*	36.1	Original*
9	Original	37	First Revised*
10	Original	38	Original
11	Original	39	Original*
12	Original	40	Original*
13	Original		
14	Original		
15	Original		
16	Original		
17	Original		
18	Original		
19	Original		
20	Original		
21	Original		
22	Original		
23	Original		
24	Original		
25	Original		
26	First Revised*		
27	Original		
28	First Revised*		

* - indicates pages included in this filing.

U S WEST Interprise America, Inc.

ORIGINAL PAGE 2

Issued: November 10, 1997

Effective: December 10, 1997

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Issued By: Jeri S. Wait
Vice President
INTERPRISE America
1999 Broadway (Suite 700)
Denver, CO 80202

PUC01

ISSUING CARRIER

U S WEST Interprise America, Inc.

U S WEST Interprise America, Inc.

ORIGINAL PAGE 3

Issued: November 10, 1997

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1999 Broadway (Suite 700)
Denver, CO 80202

PUCO1

OTHER CARRIERS

None

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

U S WEST Interprise America, Inc.

ORIGINAL PAGE 4

EXPLANATION OF SYMBOLS AND ABBREVIATIONS

Issued: November 10, 1997

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Denver, CO 80202

PUCO1

SYMBOLS

- (C) To signify changed listing, rule, or condition; which may affect rates or charges.
- (D) To signify discontinued material, including listing, rate, rule or condition.
- (I) To signify an increase.
- (M) To signify material relocated from or to another part of tariff schedule with no change in text, rate, rule or condition.
- (N) To signify new material including listing, rate, rule or condition.
- (R) To signify reduction.
- (S) To signify reissued material.
- (T) To signify change in wording of text but no change in rate, rule, or condition.

ABBREVIATIONS

- B8ZS Bipolar with 8-Zero Substitution; a line coding technique which prevents DS0 and DS1 transmission with 15 consecutive zeros. B8ZS support 64 Kbps clear channel transmission.
- DACS - Digital Access Cross Connect.
- DS0 - Digital Signal Level 0; a dedicated, full duplex digital channel with line speeds of 56 or 64 Kbps.
- DS1 - Digital Signal Level 1; a dedicated, high capacity, full duplex channel with a line speed of 1.544 Mbps isynchronous serial data having a line signal format of either Alternate Mark Inversion (AMI) or Bipolar with 8 Zero Substitution (B8ZS) and either Superframe (D4) or Extended Superframe (ESF) formats. DS1 Service has the equivalent capacity of 24 Voice Grade or DS0 services.
- DS3 - Digital Signal Level 3; a dedicated, high capacity, full duplex channel with a line speed of 44.736 Mbps isynchronous serial data having a line code of bipolar with three zero substitution (B3ZS). Equivalent capacity of 28 DS1 Services.

U S WEST Interprise America, Inc.

ORIGINAL PAGE 5

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Issued By: Jeri S. Wait
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INTERPRISE America
1999 Broadway (Suite 700)
Denver, CO 80202

PUC01

EXPLANATION OF SYMBOLS AND ABBREVIATIONS

ABBREVIATIONS (Cont'd)

CIR	-	Committed Information Rate.
E1	-	European DS1 at 2.048 Mbps.
FRS	-	Frame Relay Service.
Gbps	-	Gigabits per second; billions of bits per second.
ICB	-	Individual Case Basis.
Kbps	-	Kilobits per second; 1000's of bits per second.
LAN	-	Local Area Network.
LATA	-	Local Access and Transport Area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 17-49 within which a Local Exchange Company provides communications services.
LEC	-	Local Exchange Company.
Mbps	-	Megabits per second; millions of bits per second.

U S WEST Interprise America, Inc.

ORIGINAL PAGE 6

Issued: November 10, 1997

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Issued By: Jeri S. Wait
Vice President
INTERPRISE America
1999 Broadway (Suite 700)
Denver, CO 80202

PUC01

EXPLANATION OF SYMBOLS AND ABBREVIATIONS

ABBREVIATIONS (Cont'd)

POP - Point of Presence.
PVC - Permanent Virtual Circuit

U S WEST Interprise America, Inc.

ORIGINAL PAGE 7

TABLE OF CONTENTS

Page

Issued: November 10, 1997

Effective: December 10, 1997

**Issued under authority of order of the Public Utilities Commission of Ohio,
dated April 18, 1996, in Case No.96-264-CT-ACE.**

**Issued By: Jeri S. Wait
Vice President
INTERPRISE America
1999 Broadway (Suite 700)
Denver, CO 80202**

PUC01

Check Sheet	1
Explanation of Symbols and Abbreviations	4
Table of Contents	7
Section 1 - DEFINITIONS	9
Section 2 - TERMS AND CONDITIONS	12
2.1 - Undertaking of U S WEST Interprise America	12
2.2 - Limitation on Service	12
2.3 - Assignment of Transfer	13
2.4 - Location of Service	14
2.5 - Use of Service	14
2.6 - Term Agreement	14
2.7 - Discontinuance and Restoration of Service	15
2.8 - Cancellation of Application for Service	17
2.9 - Minimum Period	17
2.10 - Billing and Payments	18
2.11 - Claims and Disputes	19
2.12 - Payment of Deposits	19
2.13 - Inspection, Testing and Adjustment	20
2.14 - Interconnections	21
2.15 - Liability of the Company	22
2.16 - Credit for Interruption of Service	23
2.17 - Liability of the Customer	24
2.18 - Obligation of the Customer	24
2.19 - Taxes	25
2.20 - Determination of Jurisdiction	25

U S WEST Interprise America, Inc.

FIRST REVISD PAGE 8

TABLE OF CONTENTS (Cont'd)

Page

Issued: November 10, 1997

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Issued under authority of order of the Public Utilities Commission of Ohio,
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PUC01

Section 3 - RATE REGULATIONS	26	
3.1 - General	26	
3.2 - Standard Pricing Plan Description	26	
3.3 - Special Pricing Arrangements	28	
3.4 - Promotional Offerings	28	(N)
Section 4 - RESERVED FOR FUTURE USE	29	
Section 5 - FRAME RELAY SERVICE (FRS)	34	
5.1 - Service Description	34	
5.2 - Service Elements	35	
5.3 - Rate Elements	37	
5.4 - Rates	38	

U S WEST Interprise America, Inc.

ORIGINAL PAGE 9

SECTION 1 - DEFINITIONS

The following definitions are applicable to this tariff:

Issued: November 10, 1997

Effective: December 10, 1997

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Account - A Customer who has agreed, verbally or by signature, to honor the terms of service established by the Company. An account may have more than one access code billed to the same Customer address.

Bit - The smallest unit of information in a binary system of notation.

Bits Per Second (bps) - The number of bits transmitted in a one second interval.

Channel - A path for electrical transmission between two or more points, the path having a bandwidth and termination of the Customer's choosing.

City - For the purposes of this tariff, the term City denotes a specific geographic area served by the Carrier. A City is typically a metropolitan area and may include one or more adjacent or nearby areas in which the Carrier has network facilities.

Collocation - Carrier facilities and/or equipment located in LEC central offices.

Commission - Public Utilities Commission of Ohio.

Company - U S WEST Interprise America, Inc. (INTERPRISE America), a Colorado Corporation.

U S WEST Interprise America, Inc.

ORIGINAL PAGE 10

SECTION 1 - DEFINITIONS (Cont'd)

Customer - Any person, firm, partnership, corporation or other entity which uses service under the terms and conditions of this tariff or other agreement with the Company and is responsible for the payment of charges.

Issued: November 10, 1997

Effective: December 10, 1997

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Customer Agreement - The mutual agreement between the Company and the Customer for the provision of the Company's service.

Customer Point - Location of the physical location associated with the Customer's communication system.

Dedicated Access - A method for a Customer to directly connect two locations of their choice with dedicated (non-switched) services.

End User - Any person, firm, partnership, corporation or other entity which uses the service of the Company under the terms and conditions of this tariff or other agreement.

Hertz - A unit of frequency equal to one cycle per second.

Holidays - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Intrastate - For the purpose of this tariff, the term Intrastate applies to the regulatory jurisdiction of services used for communications between locations located in Ohio.

U S WEST Interprise America, Inc.

ORIGINAL PAGE 11

SECTION 1 - DEFINITIONS (Cont'd)

Point of Presence - The physical location of a carrier's facilities.

Premises - The physical space designated by the Customer for the termination of the Company's service.

Issued: November 10, 1997

Effective: December 10, 1997

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Denver, CO 80202

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Special Access - See Dedicated Access.

Term Agreement - A method of purchasing the Company's services whereby the Customer agrees to purchase service between specific locations for a specified and mutually agreed upon length of time.

Terminal Equipment - Telecommunications devices, apparatus and associated wiring on the Customer-designated premises.

U S WEST Interprise America, Inc.

ORIGINAL PAGE 12

SECTION 2 - TERMS AND CONDITIONS

2.1 Undertaking of U S WEST Interprise America

Issued: November 10, 1997

Effective: December 10, 1997

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Denver, CO 80202

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The Company's service is furnished to Customers for intrastate communications. The Company's service is available twenty-four hours per day, seven days per week.

The Company arranges for installation, operation, and maintenance of the service provided in this tariff for the Customer in accordance with the terms and conditions set forth in this tariff.

2.2 Limitation on Service

- 2.2.1 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff.
- 2.2.2 The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in this tariff), or when service is used in violation of provisions of this tariff or the law.
- 2.2.3 The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this tariff, shall not be liable for errors in transmission or for failure to establish connections.

U S WEST Interprise America, Inc.

ORIGINAL PAGE 13

SECTION 2 - TERMS AND CONDITIONS

Issued: November 10, 1997

Effective: December 10, 1997

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2.2 Limitation on Service (Cont'd)

2.2.4 The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.

2.3 Assignment of Transfer

All service provided under this tariff is directly or indirectly controlled by the Company, and the Customer may not transfer or assign the use of service without the express prior written consent of the Company. Such transfer or assignment only shall apply where there is no interruption of the use or location of service. All terms and conditions contained in this tariff shall apply to all such permitted transferees of assignees, as well as all conditions of service.

U S WEST Interprise America, Inc.

ORIGINAL PAGE 14

SECTION 2 - TERMS AND CONDITIONS (Cont'd)

2.4 Location of Service

Service originates and terminates at locations within Ohio as specified in the individual product descriptions in this tariff.

Issued: November 10, 1997

Effective: December 10, 1997

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Denver, CO 80202

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2.5 Use of Service

2.5.1 Service may be used for any lawful purpose by the Customer or by any End User.

2.5.2 The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code provided by the Company. All right, title and interest to such items remain, at all times, solely with the Company.

2.5.3 Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.

2.6 Term Agreement

A Term Agreement allows the Customer to order service with the assurance that, during the period of the Term Agreement, monthly rates for the purchased service will not exceed the levels in effect at the time the service is ordered.

The Customer must specify the length of the fixed-period at the time the service is ordered.

If a rate decrease occurs during the term of a Customer's Term Agreement, the reduced rates will automatically be applied to the remaining term of the agreement.

At the end of the Term Agreement, the Customer may negotiate a new agreement or convert to month-to-month service at the then current rates.

If a Customer terminates an agreement prior to its expiration, termination liabilities as specified elsewhere in this tariff, for the services discontinued, shall apply.

U S WEST Interprise America, Inc.

ORIGINAL PAGE 15

SECTION 2 - TERMS AND CONDITIONS (Cont'd)

2.7 Discontinuance and Restoration of Service

Service continues to be provided until canceled by the Customer, in writing, or

Issued: November 10, 1997

Effective: December 10, 1997

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INTERPRISE America
1999 Broadway (Suite 700)
Denver, CO 80202

PUC01

until canceled by the Company as set forth below. The Company may render bills subsequent to the termination of service for charges incurred before termination.

2.7.1 Cancellation by the Customer

The Customer may have service discontinued upon written notice to the Company. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later. A termination charge applies to early cancellation of a Term Agreement, as set forth in Section 3.2.4.

2.7.2 Cancellation by the Company

- a. For Nonpayment: The Company, by written notice to the Customer and in accordance with applicable law, may discontinue service or cancel an application for service without incurring any liability when there is an unpaid balance for service that is more than 60 days overdue.
- b. For Returned Checks: The Customer whose check or draft is returned unpaid for any reason, after two attempts at collection, shall be subject to discontinuance of service in the same manner as provided for nonpayment of overdue charges.

U S WEST Interprise America, Inc.

ORIGINAL PAGE 16

SECTION 2 - TERMS AND CONDITIONS

2.7 Discontinuance and Restoration of Service

2.7.2 Cancellation by the Company (Cont'd)

- c. For any violation of law or of any of the provisions governing the

Issued: November 10, 1997

Effective: December 10, 1997

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1999 Broadway (Suite 700)
Denver, CO 80202

PUC01

furnishing of service under this tariff, the Customer shall be subject to discontinuance of service, without notice, for any violation of any law, rule, regulation or policy of any government authority having jurisdiction over service, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service.

- d. For the Company to comply with any order or request of any governmental authority having jurisdiction, the Customer shall be subject to discontinuance of service, without notice, for the Company to comply with any order or request of any governmental authority having jurisdiction.

U S WEST Interprise America, Inc.

ORIGINAL PAGE 17

SECTION 2 - TERMS AND CONDITIONS

2.7 Discontinuance and Restoration of Service (Cont'd)

2.7.3 Restoration of Service

- a. If service has been discontinued for nonpayment or as otherwise

Issued: November 10, 1997

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PUC01

provided herein and the Customer wishes it reinstated, service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected. Nonrecurring charges apply to restored service.

- b. Restoration of disrupted services shall be in accordance with the Commission's Rules and Regulations, which specify the priority system for such activities.

2.8 Cancellation of Application for Service

When the Customer or applicant cancels an application for service prior to the start of installation and/or prior to the start of special construction, no charge applies.

When installation of service has been started prior to the cancellation, a charge equal to the costs incurred by the Company may apply, but in no case shall such charge exceed the charge for the applicable installation charges. Installation is considered to have been started when the Company incurs any expense in connection with the Customer order which would not have otherwise been incurred.

2.9 Minimum Period

The minimum period for which service is provided and for which rates and charges are applicable is one month unless otherwise specified. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not. The one (1) month minimum applies in addition to Termination Liabilities for a Customer with a Term Agreement.

U S WEST Interprise America, Inc.

ORIGINAL PAGE 18

SECTION 2 - TERMS AND CONDITIONS (Cont'd)

2.10 Billing and Payments

- 2.10.1 The Company shall bill on a current basis all charges incurred by and credits due to the Customer. The Customer shall receive its bill in a paper format. Such bills are due upon receipt. The Company shall bill in advance charges

Issued: November 10, 1997

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INTERPRISE America
1999 Broadway (Suite 700)
Denver, CO 80202

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for all services to be provided during the ensuing billing period. Adjustments for the quantities of service established or discontinued during any billing period beyond the minimum period in 2.9 will be prorated to the number of days based on a 30 day month. The Company will, upon request and if available, furnish such detailed information as may reasonably be required for verification of bill.

- 2.10.2 The Company shall bill for all services rendered within 90 days of the installation date or shall forfeit the right to collect for such charges. The Customer has the right to refuse payment for such charges billed subsequent to the 90 day period. The Company shall adjust any such charges from the Customer's service charges.
- 2.10.3 All bills for service provided to the Customer by the Company are due (payment date) by the next bill date (same day in the following month as the bill date) and are payable in immediately available funds. If such payment due date would cause payment to be due on a Saturday, Sunday or Legal Holiday, payment for such bills will be due from the Customer as follows.
- 2.10.4 If such payment due date falls on a Sunday or on a Legal Holiday, the payment due date shall be the first non-Holiday date following such Sunday or Legal Holiday. If such payment due date falls on a Saturday or on a Legal Holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Legal Holiday.

U S WEST Interprise America, Inc.

ORIGINAL PAGE 19

SECTION 2 - TERMS AND CONDITIONS (Cont'd)

2.11 Claims and Disputes

In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted

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Issued By: Jeri S. Wait
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INTERPRISE America
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Denver, CO 80202

PUC01

to the Company within 120 days of receipt of Customer does not submit a claim as stated rights to filing a claim thereafter. All Customer which cannot be settled arbitration upon written demand referred to the American Arbitration pursuant to its Commercial Arbitration authority to award compensatory and binding and may be entered. Such arbitration shall be governed by the Arbitration Act.

billing for those services. If the above, the Customer waives all disputes between the Company and the through negotiation shall be resolved by of either party. Arbitration shall be Association (AAA) and conducted Rules. The arbitrator shall have the damages solely; such award shall be final in any court having jurisdiction thereof. by the provisions of the Federal

2.12 Payment of Deposits

- 2.12.1 The Company may, in order to safeguard its interests, require a Customer which has a proven history of late payments to the Company or does not have established credit to make a deposit prior to or at any time after the provision of service to the Customer to be held by the Company as a guarantee of the payment of rates and charges. No such deposit will be required of a Customer which has established credit and has no history of late payments to the Company.
- 2.12.2 A deposit may not exceed the actual or estimated rates and charges for the service for a two month period. The fact that a deposit has been made in no way relieves the Customer from complying with the Company's requirement as to the prompt payment of bills.

U S WEST Interprise America, Inc.

ORIGINAL PAGE 20

SECTION 2 - TERMS AND CONDITIONS

2.12 Payment of Deposits (Cont'd)

- 2.12.3 At such time as the provision of the service to the Customer is terminated, the amount of the deposit will be credited to the Customer's account and any

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INTERPRISE America
1999 Broadway (Suite 700)
Denver, CO 80202

PUC01

credit balance which may remain will be refunded. After the Customer has established a one year prompt payment record, such a deposit will be refunded or credited to the Customer's account at any time prior to the termination of the provision of the service to the Customer.

- 2.12.4 For the period the deposit is held by the Company, simple annual interest of 3.0% will be applied to the deposit for the number of days from the date the Customer's deposit is received by the Company to and including the date such deposit is credited to the Customer's account or the date the deposit is refunded by the Company.

2.13 Inspection, Testing and Adjustment

- 2.13.1 Upon reasonable notice, the Company may, at any time, without penalty or liability, make such tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installation, operation or maintenance of the service. The Customer will receive no adjustment for service problems caused due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.
- 2.13.2 Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made during the time that the Customer was notified of prior to the release of that service. Thereafter, a credit allowance, as set forth in 2.16, applies.

U S WEST Interprise America, Inc.

ORIGINAL PAGE 21

SECTION 2 - TERMS AND CONDITIONS (Cont'd)

2.14 Interconnection

- 2.14.1 Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with

Issued: November 10, 1997

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INTERPRISE America
1999 Broadway (Suite 700)
Denver, CO 80202

PUC01

private systems, subject to technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other common carriers or systems. The Company does not undertake to provide any special facilities, equipment, or services to enable the Customer to interconnect the facilities or the equipment of the Company with services or facilities of other common carriers or with private systems.

2.14.2 Interconnection with the services or facilities of other common carriers shall be under the applicable terms and conditions of this tariff and the other common carrier's tariffs.

2.14.3 The Customer shall ensure that the facilities or equipment provided by the Customer are properly interconnected with the facilities or equipment of the Company. If the Customer maintains or operates the interconnected facilities or equipment in a manner which results or may result in harm to the Company's facilities, equipment, personnel, or the quality of service, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this written notice fails to eliminate the actual or potential harm, the Company may, upon written notice, terminate the existing service of the Customer. Where there is danger of immediate harm to the Company's network, the Company may disconnect the service without notice.

U S WEST Interprise America, Inc.

ORIGINAL PAGE 22

SECTION 2 - TERMS AND CONDITIONS (Cont'd)

2.15 Liability of the Company

2.15.1 The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents,

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INTERPRISE America
1999 Broadway (Suite 700)
Denver, CO 80202

PUC01

servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this tariff (calculated on a proportionate basis where appropriate) to the period during which such error, mistake, omission, interruption or delay occurs.

- 2.15.2 In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.
- 2.15.3 When the services or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers or their agents, servants or employees.
- 2.15.4 The Company shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing service to restore service in compliance with the Commission's Rules and Regulations.
- 2.15.5 The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, or the Customer's agents, end users, or Customers, or by facilities or equipment provided by the Customer.

U S WEST Interprise America, Inc.

ORIGINAL PAGE 23

SECTION 2 - TERMS AND CONDITIONS

2.16 Credit for Interruption of Service

- 2.16.1 Credit shall be allowed for interruption of FRS and TLS of more than sixty (60) minutes duration for services provided in this tariff, unless

Issued: November 10, 1997

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Issued By: Jeri S. Wait
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Denver, CO 80202

PUC01

otherwise specified.

The amount to be credited shall be 1/30 (1 day) of the monthly rate applicable to the FRS or interrupted, for each sixty minute segment or fraction thereof that an interruption continues beyond the initial allowable 60 minute interruption period. The maximum credit shall not exceed an amount equal to the monthly rate applicable to the Service interrupted.

2.16.2 No credit allowance will be made for Interruptions caused by:

- a. Negligence of the Customer;
- b. Failure of equipment provided by the Customer (or agent);
- c. The Company not being afforded access to the premises where the service is terminated;
- d. Release of the service to the Company for maintenance, to make rearrangements, or for the implementation of an order for a change in service during the time the Customer is notified of prior to the release of that service; and
- e. The Customer electing not to release the service for testing and/or repair and continuing to use it on an impaired basis.

U S WEST Interprise America, Inc.

ORIGINAL PAGE 24

SECTION 2 - TERMS AND CONDITIONS (Cont'd)

2.16.3 A credit allowance will be made when an interruption occurs because of a failure of any FRS component furnished under this tariff. An interruption period begins when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption

Issued: November 10, 1997

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Denver, CO 80202

PUC01

period ends when the service, facility or circuit is operational.

2.17 Liability of the Customer

The Customer shall indemnify, defend and hold harmless the Company (including the costs of reasonable attorney's fees) against:

- Claims for libel, slander, *infringement* of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted over the Company's facilities or equipment; and
- Claims for patent infringement arising from combining or connecting the Company's facilities or equipment with facilities, equipment, apparatus or systems of the Customer; and
- All other claims (including, without limitation, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or omission of the Customer, or the Customer's agents, end users, or Customers, in connection with any service or facilities or equipment provided by the Company.

2.18 Obligations Of The Customer

The Customer shall be solely responsible, at its own expense, for Customer-provided equipment and services. The Customer shall be solely responsible for the overall design of its services and for any redesigning or rearrangement of its equipment or services which may be required because of changes in Company services, operations or procedures, or changes in the minimum protection criteria or operating or maintenance characteristics of the Customer's equipment or services. The Company will provide reasonable notification to the Customer of any Company-initiated change that may require a change in Customer-provided equipment and services.

U S WEST Interprise America, Inc.

ORIGINAL PAGE 25

SECTION 2 - TERMS AND CONDITIONS (Cont'd)

2.19 Taxes

Federal excise tax and state and local sales, use, and similar taxes are not included in the rates set forth in this tariff, and shall be billed as separate line items.

Issued: November 10, 1997

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1999 Broadway (Suite 700)
Denver, CO 80202

PUC01

2.20 Determination of Jurisdiction of Mixed Interstate and Intrastate Service

When mixed interstate and intrastate service is provided over a dedicated facility, the jurisdiction will be determined as follows:

If the Customer's estimate of the interstate traffic on the service equals 10% or less of the total traffic on that service, the service will be provided according to the applicable rules and regulations of this tariff.

If the Customer's estimate of the interstate traffic on the service is more than 10% of the total traffic on that service, the service will be provided according to the applicable rules and regulations of the appropriate interstate tariff.

If the percentage of interstate traffic on the service changes to the extent that it alters the jurisdiction of the service, the Customer must notify the Company of any required change in status. The affected service will revert to the appropriate jurisdictional tariff within the next full billing cycle. No retroactive rate adjustments will apply to the period prior to the change in the Company's records. Any applicable Term Agreement will be transferred with the jurisdictional change.

U S WEST Interprise America, Inc.

FIRST REVISED PAGE 26

SECTION 3 - RATE REGULATIONS

3.1 General

The rates contained in this tariff are specific for each product or element of service offered by the Company. Special Construction charges may apply to construct facilities

Issued: November 10, 1997

Effective: December 10, 1997

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INTERPRISE America
1999 Broadway (Suite 700)
Denver, CO 80202

PUCO1

at Customer request.

3.2 Standard Pricing Plan Description

3.2.1 Recurring Charges

Recurring Charges are monthly charges applied to services provided within the *INTERPRISE* America serving area.

3.2.2 Nonrecurring Charge

Nonrecurring Charges (NRC) are one-time only charges that apply for the installation of and/or changes to service.

3.2.3 Term Agreements

The Company offers Term Agreements wherein the Customer agrees to retain specified Company services for a mutually agreed upon length of time. Termination liabilities apply for early termination of a Term Agreement.

3.2.4 Termination Liability

The termination liability for Services, listed in this Tariff, and purchased under a Term Agreement, will be equal to 100% for the first 12 months of the Term and 50% of the balance of the total remaining payments in the term.

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U S WEST Interprise America, Inc.

ORIGINAL PAGE 27

SECTION 3 - RATE REGULATIONS

3.2 Standard Pricing Plan Description (Cont'd)

3.2.5 Moves

Moves of service shall be treated in the same manner as Portability, as specified below.

Issued: November 10, 1997

Effective: December 10, 1997

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1999 Broadway (Suite 700)
Denver, CO 80202

PUC01

3.2.6 Additions

For service purchased under a Term Agreement, additions of service may be made at the then current rates, in effect at the time of the installation, for the Agreement Term. The term remaining for the agreement shall apply to the service installed, subject to the one (1) month minimum service period.

All applicable nonrecurring charges apply for the service added.

3.2.7 Changes

For service purchased under a Term Agreement, changes to service may be made at the then current rates, in effect on the date the physical changes are made, for the Agreement Term. The term remaining for the agreement shall apply to the service installed, subject to the one (1) month minimum service period.

All applicable nonrecurring charges apply for such changes and if those changes result in a lower monthly billing, a Termination Liability may apply.

3.2.8 Portability

Portability allows services purchased under a Term Agreement to be moved to a different building without incurring Termination Liabilities or establishing new minimum service periods. Under portability, a Customer may choose to move either a portion of or the entire existing service without incurring termination charges, provided the service installed at the new location has a speed and capacity equal to or greater than the speed and capacity of the service removed from the old location.

U S WEST Interprise America, Inc.

FIRST REVISED PAGE 28

SECTION 3 - RATE REGULATIONS

3.2 Standard Pricing Plan Description

3.2.8 Portability (Cont'd)

The removal of the service from the old location and installation of the service at the new location must occur within thirty (30) days. For service purchased under a Term Agreement, the term remaining for the service removed shall apply to the service installed at the new location, subject to the one (1) month minimum service period.

The monthly rates for a service at the new location will be the same rates in

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INTERPRISE America
1999 Broadway (Suite 700)
Denver, CO 80202

PUC01

effect at the time for the old location. All applicable Nonrecurring charges apply for the new service.

3.2.9 Mileage

Charges for all mileage sensitive services are based on the airline distance between the LEC Central Offices which serve the originating and terminating locations of the Customer. Actual distance calculations are performed according to the standard set by the Local Exchange Company in the specific locality.

3.3 Special Pricing Arrangements - Individual Case Basis (ICB)

In lieu of the rates otherwise set forth in this tariff, rates and charges, including installation, special construction and recurring charges for Company's services may be established at negotiated rates on an ICB, taking into account the nature of the facilities and services, the costs of construction and operation, and the length of service commitment by the Customer. Such arrangements shall be considered Special Pricing Arrangements, the terms of which will be set forth in individual Customer Term Agreements (contracts). Specialized Pricing Arrangement rates or charges will be made available to similarly situated Customers on equal terms and conditions. These contracts will be filed with and approved by the Commission pursuant to the guidelines adopted in Case No. 89-563-TP-COI.

3.4 Promotional Offerings

Periodically, the Company may engage in promotional offerings or demonstrations of its services. Such offerings will be limited to certain dates times and/or locations. The Company may from time to time, waive or vary the rates, terms and charges associated with certain services for promotional, market research, or other similar purposes. In no case shall the resulting rates and charges exceed the rates and charges listed in this tariff for the same services. Should participants of a promotional offering, at the end of the promotional period, choose to continue the service, and the Company offers it as a standard tariff offering, the participant(s) shall order the services under the terms and conditions as specified in the tariff.

(N)

(N)

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Effective: December 10, 1997

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Issued: November 10, 1997

Effective: December 10, 1997

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dated April 18, 1996, in Case No.96-264-CT-ACE.**

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Issued: November 10, 1997

Effective: December 10, 1997

**Issued under authority of order of the Public Utilities Commission of Ohio,
dated April 18, 1996, in Case No.96-264-CT-ACE.**

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Issued: November 10, 1997

Effective: December 10, 1997

Issued under authority of order of the Public Utilities Commission of Ohio,
dated April 18, 1996, in Case No.96-264-CT-ACE.

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ORIGINAL PAGE 34

SECTION 5 - FRAME RELAY SERVICE

5.1 Service Description - General

The Company provides interstate Frame Relay Service (FRS) with transmission speeds of 56 Kbps and 1.544 Mbps. All services are generally available from *INTERPRISE* America as specified herein.

Issued: November 10, 1997

Effective: December 10, 1997

Issued under authority of order of the Public Utilities Commission of Ohio,
dated April 18, 1996, in Case No.96-264-CT-ACE.

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5.1.1 Service Description

Employing digital technology, FRS provides high speed access and throughput to and among Local Area Networks (LANs), as well as computers. Utilizing statistical multiplexing, FRS enables users to allocate circuit bandwidth to applications as needed, up to the maximum bandwidth purchased, rather than assigning fixed channels to specific applications. FRS supports transmission speeds up to 1.544 Mbps.

FRS requires the use of Customer terminal equipment that functions as a multiplexer/bridge/router. This terminal equipment must be purchased separately from the FRS and must conform to CCITT and ANSI standards. The terminal equipment accumulates Customer data and puts it into a frame relay format suitable for transmission over the *INTERPRISE* America network.

U S WEST Interprise America, Inc.

ORIGINAL PAGE 35

SECTION 5 - FRAME RELAY SERVICE (Cont'd)

5.2 Service Elements

5.2.1 Network Interface

The point at which a Customer's data transmissions first enter the network supporting Frame Relay Service is the network interface. It is the point of

Issued: November 10, 1997

Effective: December 10, 1997

Issued under authority of order of the Public Utilities Commission of Ohio,
dated April 18, 1996, in Case No.96-264-CT-ACE.

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interconnection between Company communications facilities and Customer terminal equipment.

5.2.2 Access Link

FRS Access Links provide access to *INTERPRISE* America Frame Relay Network, connecting Customer facilities at the network interface, or connecting other Frame Relay network facilities at the network interface.

Frame Relay uni-directional polling is required on the Access Link when used in conjunction with User-To-Network Information Transfer. Frame Relay bi-directional polling is required on the Access Link when used in conjunction with the Network-To-Network Information Transfer.

5.2.3 Port

Ports are the physical entry points for Access Links and the originating and terminating points for Permanent Virtual Connections. Ports include the electronic equipment used in connecting these service elements to the *INTERPRISE* America Frame Relay Network.

5.2.4 Permanent Virtual Connection (PVC)

A PVC is a logical channel from one Frame Relay Port to another Frame Relay Port within the *INTERPRISE* America Network. PVCs are provisioned, with Customer-selected Committed Information Rates (CIRs), on either 56 Kbps Access Links or 1.544 Mbps Access Links, depending on the Customer's data networking requirements. A 56 Kbps Access Link may have up to 30 PVCs, and a 1.544 Mbps Access Link may have up to 125 PVCs.

U S WEST Interprise America, Inc.

FIRST REVISED PAGE 36

SECTION 5 - FRAME RELAY SERVICE

5.2 Service Elements (Cont'd)

5.2.5 Priority PVC

The Priority PVC service offering assigns a higher transit priority (priority 1) to the customer's designated PVCs. During intermittent network congestion,

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Issued: November 10, 1997

Effective: December 10, 1997

Issued under authority of order of the Public Utilities Commission of Ohio,
dated April 18, 1996, in Case No.96-264-CT-ACE.

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frames with priority PVC markings will move ahead of the non-priority PVCs. This minimizes delay and lowers the probability for frame discards.

5.2.6 Fault Tolerant Service

The Fault Tolerant Service feature reroutes customer's PVCs from the out-of-service primary location to customer's backup location that has a backup Frame Relay Access Link (FRAL) and User-to-Network Interface Termination (UNTT) installed. Primary location failure can be caused by either failure in U S WEST's controlled switch equipment and facilities or customer owned equipment.

(N)

U S WEST Interprise America, Inc.

ORIGINAL PAGE 36.1

SECTION 5 - FRAME RELAY SERVICE

5.2 Service Elements (Cont'd)

5.2.7 Committed Information Rate (CIR)

(M)

Although FRS statistical multiplexing capabilities allow Customer FRS configurations to have aggregate PVC CIRs which are greater than the

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Effective: December 10, 1997

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associated port speed, the actual throughput of aggregated PVC CIRs in use at any time on the same port cannot exceed the port speed.

A Customer's data throughput may burst up to the Customer's subscribed port speed; however, when data exceeds the CIR, the potential for discard exists. It is recommended that a Customer subscribe to a CIR no greater than half of the total port speed; however, due to the nature of a specific Customer's traffic characteristics, a larger CIR can be accommodated, as indicated below.

The Customer's CIR should be closely matched with the Open System Interconnection (OSI) Model or equivalent Application and Network Layer protocols for the data application utilized.

CIR Options For Permanent Virtual Connections:

FRS PORT SPEEDS	RECOMMENDED CIR OPTIONS (Kbps)	Other CIR OPTIONS (Kbps)	
56 Kbps	9.6, 16, 24, 28	32, 48	
1.544 Mbps	9.6, 16, 24, 32, 48, 56 and multiples of 56 up to 672	728 and multiples of 56 up to 1008	(M)

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FIRST REVISED PAGE 37

SECTION 5 - FRAME RELAY SERVICE (Cont'd.)

5.3 FRS RATE ELEMENTS

5.3.1 Access Link

A nonrecurring and recurring rate, both based on the speed of the Access Link (56 Kbps or 1.544 Mbps) apply per Access Link for each physical connection to the Company Frame Relay network. The FRS consists of the following Service Elements,

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Effective: December 10, 1997

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as described above: Access Link, Port, User-To-Network or Network-To-Network Interface (UNI/NNI), Permanent Virtual Connections, and Committed Information Rate.

5.3.2 Service Order Charge

A Service Order Charge applies, except as specified elsewhere in this tariff, for work involved in receiving, recording, transmitting and acting upon Customer requests to connect, move or change services. This would include changes to or addition of PVC's.

A Service Order Charge does not apply to a Customer initiated request to: Completely terminate service or to change responsibility for the service.

5.3.3 Priority PVC

The Priority PVC service offering assigns a higher transit priority (priority 1) to the customer's designated PVCs. A monthly and nonrecurring charge will apply per Priority PVC requested by the customer. When ordered with Fault Tolerant Service, the PVCs that will be backed up are designated as priority.

5.3.4 Fault Tolerant Service

A Frame Relay Initial Service Establishment nonrecurring charge applies to establish Fault Tolerant Service. The speed must be equal to or greater than the highest speed of the designated primary connection (e.g., if the interruption occurs on a 1.544 Mbps, the backup must be 1.544 Mbps or greater). A Subsequent Service Establishment nonrecurring charge applies to add primary site(s) to a previously established Fault Tolerant backup. In addition, the Fault Tolerant Service monthly rate for a 56/64 kbps, 1.544 Mbps or 44.736 Mbps with 0 PVCs applies. A customer must also purchase access to the Frame Relay (e.g., an Access Link). When a customer request is received to activate the Fault Tolerant Service to reroute the customer's primary PVCs to the backup, an Activation nonrecurring charge also applies.

(N)

(N)

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ORIGINAL PAGE 38

SECTION 5 - FRAME RELAY SERVICE (Cont'd)

5.3 FRAME RELAY SERVICE RATES

Service Order Charge	<u>Nonrecurring</u> \$ 50.00 - 150.00
----------------------	--

Access Link	<u>Nonrecurring*</u>
-------------	----------------------

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56 Kbps (per Link)	\$ 100.00 - 700.00
1.544 Mbps (per Link)	\$ 200.00 - 1500.00

	<u>Recurring#</u>
56 Kbps (per Link)	
Monthly	\$ 75.00 - 250.00
12 Mos.	\$ 75.00 - 250.00
24 Mos.	\$ 75.00 - 250.00
36 Mos.	\$ 75.00 - 250.00
48 Mos.	\$ 75.00 - 250.00
60 Mos.	\$ 75.00 - 250.00
1.544 Mbps (per Link)	
Monthly	\$ 150.00 - 800.00
12 Mos.	\$ 150.00 - 800.00
24 Mos.	\$ 150.00 - 800.00
36 Mos.	\$ 150.00 - 800.00
48 Mos.	\$ 150.00 - 800.00
60 Mos.	\$ 150.00 - 800.00

*Nonrecurring Charges for the installation of Service shall be waived for a Customer who signs a Term Agreement of 36 months or longer for that Service. The waiver will apply to the installation of new Service within the time period covered by the Term Agreement.

#Actual rates will be determined with the Customer on an Individual Contract Basis. These contracts will be filed with and approved by the Commission pursuant to the guidelines adopted in case No. 89-563-TP-COI.

U S WEST Interprise America, Inc.

ORIGINAL PAGE 39

SECTION 5 - FRAME RELAY SERVICE (Cont'd)

5.4 FRAME RELAY SERVICE RATES (Cont'd)

Optional Features

Priority PVC (56 Kbps)

Monthly
Rate

Issued: November 10, 1997

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Monthly	\$ 5.00
12 Mos.	\$ 4.75
24 Mos.	\$ 4.69
36 Mos.	\$ 4.63
48 Mos.	\$ 4.56
60 Mos.	\$ 4.50

	<u>Nonrecurring</u>
Priority PVC Setup	\$ 50.00

Priority PVC (1.544 Mbps)

	<u>Monthly</u>
	<u>Rate</u>
Monthly	\$ 10.00
12 Mos.	\$ 9.50
24 Mos.	\$ 9.38
36 Mos.	\$ 9.25
48 Mos.	\$ 9.13
60 Mos.	\$ 9.00

	<u>Nonrecurring</u>
Priority PVC Setup	\$ 50.00

* Nonrecurring Charges for the Priority PVC Setup shall be waived for a Customer who signs a Term Agreement of 36 months or longer.

(N)

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ORIGINAL PAGE 40

SECTION 5 - FRAME RELAY SERVICE (Cont'd)

5.4 FRAME RELAY SERVICE RATES

(N)

Fault Tolerant PVC – Per Access Link

Nonrecurring*

Fault Tolerant PVC Service Establishment	\$ 250.00
Fault Tolerant PVC Service Activation	\$ 500.00

Issued: November 10, 1997

Effective: December 10, 1997

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dated April 18, 1996, in Case No.96-264-CT-ACE.

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Fault Tolerant Additional Sites \$ 50.00

Nonrecurring*

56 Kbps (per Link) \$ 100.00 - 700.00
1.544 Mbps (per Link) \$ 200.00 - 1500.00

Recurring

56 Kbps (per Link)
Monthly \$ 75.00 - 250.00
12 Mos. \$ 75.00 - 250.00
24 Mos. \$ 75.00 - 250.00
36 Mos. \$ 75.00 - 250.00
48 Mos. \$ 75.00 - 250.00
60 Mos. \$ 75.00 - 250.00

1.544 Mbps (per Link)
Monthly \$ 150.00 - 800.00
12 Mos. \$ 150.00 - 800.00
24 Mos. \$ 150.00 - 800.00
36 Mos. \$ 150.00 - 800.00
48 Mos. \$ 150.00 - 800.00
60 Mos. \$ 150.00 - 800.00

*Nonrecurring Charges for the Establishment of Type 1 Service shall be waived for a Customer who signs a Term Agreement of 36 months or longer for that Service. The waiver will apply to the installation of new Type 1 Service within the time period covered by the Term Agreement.

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Issued: November 10, 1997

Effective: December 10, 1997

Issued under authority of order of the Public Utilities Commission of Ohio,
dated April 18, 1996, in Case No.96-264-CT-ACE.

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Qwest Interprise America, Inc.

EXHIBIT B

Copy of Revised Tariff

(This Tariff, P.U.C.O. Tariff No. 1 issued by Qwest Interprise America, Inc., cancels and replaces the Tariff issued by U S WEST Interprise America, Inc. P.U.C.O.1, in its entirety.)

TITLE SHEET

P.U.C.O. 1

Qwest Interprise America, Inc.

Case No.90-5681-CT-TRF

COMPETITIVE TELECOMMUNICATIONS SERVICES:

Page Reference:

Frame Relay Service

34-38

These services are Provided in the Following
Ohio Counties: All Counties in Ohio

Issued: January 22, 2002

Effective: January 22, 2002

Issued under authority of Order of the Public Utilities Commission of Ohio,
Dated April 18, 1996, in Case No. 96-264-CT-ACE.

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CHECK SHEET

Pages, as listed below, are effective as of the date shown at the bottom of the respective page(s). Original and revised pages as named below comprise all changes from the original Tariff and are currently in effect as of the date on the bottom of this page.

PAGE	REVISION LEVEL	PAGE	REVISION LEVEL
Title	Original *	29	Original *
1	Original *	30	Original *
2	Original *	31	Original *
3	Original *	32	Original *
4	Original *	33	Original *
5	Original *	34	Original *
6	Original *	35	Original *
7	Original *	36	Original *
8	Original *	37	Original *
9	Original *	38	Original *
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21	Original *		
22	Original *		
23	Original *		
24	Original *		
25	Original *		
26	Original *		
27	Original *		
28	Original *		

* included in this filing.

Issued: January 22, 2002

Effective: January 22, 2002

Issued under authority of Order of the Public Utilities Commission of Ohio,
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ISSUING CARRIER

Qwest Interprise America, Inc.

Issued: January 22, 2002

Effective: January 22, 2002

Issued under authority of Order of the Public Utilities Commission of Ohio,
Dated April 18, 1996, in Case No. 96-264-CT-ACE.

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OTHER CARRIERS

None

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

Issued: January 22, 2002

Effective: January 22, 2002

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Dated April 18, 1996, in Case No. 96-264-CT-ACE.

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EXPLANATION OF SYMBOLS AND ABBREVIATIONS

SYMBOLS

- (C) To signify changed listing, rule, or condition; which may affect rates or charges.
- (D) To signify discontinued material, including listing, rate, rule or condition.
- (I) To signify an increase.
- (M) To signify material relocated from or to another part of Tariff schedule with no change in text, rate, rule or condition.
- (N) To signify new material including listing, rate, rule or condition.
- (R) To signify reduction.
- (S) To signify reissued material.
- (T) To signify change in wording of text but no change in rate, rule, or condition.

ABBREVIATIONS

- B8ZS -** Bipolar with 8-Zero Substitution; a line coding technique which prevents DS0 and DS1 transmission with 15 consecutive zeros. B8ZS support 64 Kbps clear channel transmission.
- DACS -** Digital Access Cross Connect.
- DS0 -** Digital Signal Level 0; a dedicated, full duplex digital channel with line speeds of 56 or 64 Kbps.
- DS1 -** Digital Signal Level 1; a dedicated, high capacity, full duplex channel with a line speed of 1.544 Mbps isynchronous serial data having a line signal format of either Alternate Mark Inversion (AMI) or Bipolar with 8 Zero Substitution (B8ZS) and either Superframe (D4) or Extended Superframe (ESF) formats. DS1 Service has the equivalent capacity of 24 Voice Grade or DS0 services.
- DS3 -** Digital Signal Level 3; a dedicated, high capacity, full duplex channel with a line speed of 44.736 Mbps isynchronous serial data having a line code of bipolar with three zero substitution (B3ZS). Equivalent capacity of 28 DS1 Services.

Issued: January 22, 2002

Effective: January 22, 2002

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EXPLANATION OF SYMBOLS AND ABBREVIATIONS, (CONT'D.)

ABBREVIATIONS, (CONT'D.)

CIR -	Committed Information Rate.
E1 -	European DS1 at 2.048 Mbps.
FRS -	Frame Relay Service.
Gbps -	Gigabits per second; billions of bits per second.
ICB -	Individual Case Basis.
Kbps -	Kilobits per second; 1000's of bits per second.
LAN -	Local Area Network.
LATA -	Local Access and Transport Area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 17-49 within which a Local Exchange Company provides communications services.
LEC -	Local Exchange Company.
Mbps -	Megabits per second; millions of bits per second.

Issued: January 22, 2002

Effective: January 22, 2002

Issued under authority of Order of the Public Utilities Commission of Ohio,
Dated April 18, 1996, in Case No. 96-264-CT-ACE.

Issued by:

David Ziegler, Regional Director
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EXPLANATION OF SYMBOLS AND ABBREVIATIONS, (CONT'D.)

ABBREVIATIONS, (CONT'D.)

POP - Point of Presence.

PVC - Permanent Virtual Circuit.

Issued: January 22, 2002

Effective: January 22, 2002

Issued under authority of Order of the Public Utilities Commission of Ohio,
Dated April 18, 1996, in Case No. 96-264-CT-ACE.

Issued by:

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TABLE OF CONTENTS

	<u>Page</u>
Check Sheet	1
Issuing Carrier	2
Other Carriers	3
Explanation of Symbols and Abbreviations	4
Table of Contents	7
Section 1 – DEFINITIONS	8
Section 2 – TERMS AND CONDITIONS	11
2.1 – Undertaking of Qwest Interprise America, Inc.	12
2.2 – Limitation of Service	12
2.3 – Assignment of Transfer	13
2.4 – Location of Service	14
2.5 – Use of Service	14
2.6 – Term Agreement	14
2.7 – Discontinuance and Restoration of Service	15
2.8 – Cancellation of Application for Service	17
2.9 – Minimum Period	17
2.10 – Billing and Payments	18
2.11 – Claims and Disputes	19
2.12 – Payment of Deposits	19
2.13 – Inspection, Testing, and Adjustments	20
2.14 – Interconnections	21
2.15 – Liability of the Company	22
2.16 – Credit for Interruption of Service	23
2.17 – Liability for the Customer	24
2.18 – Obligation of the Customer	24
2.19 – Taxes	25
2.20 – Determination of Jurisdiction	25

Issued: January 22, 2002

Effective: January 22, 2002

Issued under authority of Order of the Public Utilities Commission of Ohio,
Dated April 18, 1996, in Case No. 96-264-CT-ACE.

Issued by:

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TABLE OF CONTENTS, (CONT'D.)

Section 3 – RATE REGULATIONS	26
3.1 – General	26
3.2 – Standard Pricing Plan Description	26
3.3 – Special Pricing Arrangements	28
3.4 – Promotional Offerings	28
Section 4 – RESERVED FOR FUTURE USE	29
Section 5 – FRAME RELAY SERVICES (FRS)	34
5.1 - Service Description	34
5.2 – Service Elements	35
5.3 – Rate Elements	38
5.4 – Rates	39

Issued: January 22, 2002

Effective: January 22, 2002

Issued under authority of Order of the Public Utilities Commission of Ohio,
Dated April 18, 1996, in Case No. 96-264-CT-ACE.

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SECTION 1 - DEFINITIONS

The following definitions are applicable to this Tariff:

Account - A Customer who has agreed, verbally or by signature, to honor the terms of service established by the Company. An account may have more than one access code billed to the same Customer address.

Bit - The smallest unit of information in a binary system of notation.

Bits Per Second (bps) - The number of bits transmitted in a one second interval.

Channel - A path for electrical transmission between two or more points, the path having a bandwidth and termination of the Customer's choosing.

City - For the purposes of this Tariff, the term City denotes a specific geographic area served by the Carrier. A City is typically a metropolitan area and may include one or more adjacent or nearby areas in which the Carrier has network facilities.

Collocation - Carrier facilities and/or equipment located in LEC central offices.

Commission - Public Utilities Commission of Ohio.

Company - Qwest Interprise America, Inc., a Colorado Corporation.

Issued: January 22, 2002

Effective: January 22, 2002

Issued under authority of Order of the Public Utilities Commission of Ohio,
Dated April 18, 1996, in Case No. 96-264-CT-ACE.

Issued by:

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SECTION 1 - DEFINITIONS, (CONT'D.)

Customer - Any person, firm, partnership, corporation or other entity which uses service under the terms and conditions of this Tariff or other agreement and is responsible for the payment of charges.

Customer Agreement - The mutual agreement between the Company and the Customer for the provision of the Company's service.

Customer Point - Location of the physical location associated with the Customer's communication system.

Dedicated Access - A method for a Customer to directly connect a Customer Point with dedicated (non-switched) service to the Company's network.

End User - Any person, firm, partnership, corporation or other entity which uses the service of the Company under the terms and conditions of this Tariff or other agreement.

Hertz - A unit of frequency equal to one cycle per second.

Holidays - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Intrastate - For the purpose of this Tariff, the term Intrastate applies to the regulatory jurisdiction of services used for communications between locations located in Ohio.

Issued: January 22, 2002

Effective: January 22, 2002

Issued under authority of Order of the Public Utilities Commission of Ohio,
Dated April 18, 1996, in Case No. 96-264-CT-ACE.

Issued by:

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SECTION 1 - DEFINITIONS, (CONT'D.)

Point of Presence - The physical location of a carrier's facilities.

Premises - The physical space designated by the Customer for the termination of the Company's service.

Special Access - See Dedicated Access.

Term Agreement - A method of purchasing the Company's services whereby the Customer agrees to purchase service between specific locations for a specified and mutually agreed upon length of time.

Terminal Equipment - Telecommunications devices, apparatus and associated wiring on the Customer-designated premises.

Issued: January 22, 2002

Effective: January 22, 2002

Issued under authority of Order of the Public Utilities Commission of Ohio,
Dated April 18, 1996, in Case No. 96-264-CT-ACE.

Issued by:

David Ziegler, Regional Director
Policy & Law
1801 California
Denver, Colorado 80202

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SECTION 2 - TERMS AND CONDITIONS

2.1 Undertaking of Qwest Interprise America, Inc.

The Company's service is furnished to Customers for intrastate communications. The Company's service is available twenty-four (24) hours per day, seven (7) days per week.

The Company arranges for installation, operation, and maintenance of the service provided in this Tariff for the Customer in accordance with the terms and conditions set forth in this Tariff.

2.2 Limitation on Service

2.2.1 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this Tariff.

2.2.2 The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in this Tariff), or when service is used in violation of provisions of this Tariff or the law.

2.2.3 The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this Tariff, shall not be liable for errors in transmission or for failure to establish connections.

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Effective: January 22, 2002

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SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

2.2 Limitation on Service, (Cont'd.)

2.2.4 The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material effect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.

2.3 Assignment of Transfer

All service provided under this Tariff is directly or indirectly controlled by the Company and the Customer may not transfer or assign the use of service without the express prior written consent of the Company. Such transfer or assignment only shall apply where there is no interruption of the use or location of service. All terms and conditions contained in this Tariff shall apply to all such permitted transferees of assignees, as well as all conditions of service.

Issued: January 22, 2002

Effective: January 22, 2002

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SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

2.4 Location of Service

Service originates and terminates at locations within Ohio as specified in the individual product descriptions in this Tariff.

2.5 Use of Service

2.5.1 Service may be used for any lawful purpose by the Customer or by any End User.

2.5.2 The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code provided by the Company. All right, title and interest to such items remain, at all times, solely with the Company.

2.5.3 Recording of telephone conversations of service provided by the Company under this Tariff is prohibited except as authorized by applicable federal, state and local laws.

2.6 Term Agreement

A Term Agreement allows the Customer to order service with the assurance that, during the period of the Term Agreement, monthly rates for the purchased service will not exceed the levels in effect at the time the service is provided.

The Customer must specify the length of the fixed-period at the time the service is ordered. If a rate decrease or increase occurs during the term of a Customer's Term Agreement, the changed rates will not be applied to existing services of the Customer's agreement.

At the end of the Term Agreement, the Customer may negotiate a new agreement or convert to month-to-month service at the then current rates.

If a Customer terminates an agreement prior to its expiration, termination liabilities as specified elsewhere in this Tariff, for the services discontinued, shall apply.

Issued: January 22, 2002

Effective: January 22, 2002

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SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

2.7 Discontinuance and Restoration of Service

Service continues to be provided until canceled by the Customer, in writing, or until canceled by the Company as set forth below. The Company may render bills subsequent to the termination of service for charges incurred before termination.

2.7.1 Cancellation by the Customer

The Customer may have service discontinued upon written notice to the Company. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later. A termination charge applies to early cancellation of Term Agreement, as set forth in Section 3.2.4.

2.7.2 Cancellation by the Company

- a. For Nonpayment: The Company, by written notice to the Customer and in accordance with applicable law, may discontinue service or cancel an application for service without incurring any liability when there is an unpaid balance for service that is more than 60 days overdue.
- b. For Returned Checks: The Customer whose check or draft is returned unpaid for any reason, after two attempts at collection, shall be subject to discontinuance of service in the same manner as provided for nonpayment of overdue charges.

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Effective: January 22, 2002

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SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

2.7 Discontinuance and Restoration of Service

2.7.2 Cancellation by the Company, (Cont'd.)

- c. For any violation of law or of any of the provisions governing the furnishing of service under this Tariff, the Customer shall be subject to discontinuance of service, without notice, for any violation of any law, rule, regulation or policy of any government authority having jurisdiction over service, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service.
- d. For the Company to comply with any order or request of any governmental authority having jurisdiction, the Customer shall be subject to discontinuance of service, without notice, for the Company to comply with any order or request of any governmental authority having jurisdiction.

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OH10101

SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

2.7 Discontinuance and Restoration of Service, (Cont'd.)

2.7.3 Restoration of Service

- a. If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes it reinstated, service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected. Nonrecurring charges apply to restored service.
- b. Restoration of disrupted services shall be in accordance with Part 64 of the Federal Communications Commission Rules and Regulations, which specify the priority system for such activities.

2.8 Cancellation of Application for Service

When the Customer or applicant cancels an application for service prior to the start of installation and/or prior to the start of special construction, no charge applies.

When installation of service has been started prior to the cancellation, a charge equal to the costs incurred by the Company may apply, but in no case shall such charge exceed the charge for the applicable installation charges. Installation is considered to have been started when the Company incurs any expense in connection with the Customer order which would not have otherwise been incurred.

2.9 Minimum Period

The minimum period for which service is provided and for which rates and charges are applicable is one month unless otherwise specified. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not. The one (1) month minimum applies in addition to Termination Liabilities for a Customer with a Term Agreement.

Issued: January 22, 2002

Effective: January 22, 2002

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SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

2.10 Billing and Payments

- 2.10.1** The Company shall bill on a current basis all charges incurred by and credits due to the Customer. The Customer shall receive its bill in a paper format. Such bills are due upon receipt. The Company shall bill in advance charges for all services to be provided during the ensuing billing period. Adjustments for the quantities of service established or discontinued during any billing period beyond the minimum period set forth in section 2.9 will be prorated to the number of days based on a 30 day month. The Company will, upon request and if available, furnish such detailed information as may reasonably be required for verification of bill.
- 2.10.2** The Company shall bill for all services rendered within 90 days of the installation date or shall forfeit the right to collect for such charges. The Customer has the right to refuse payment for such charges billed subsequent to the 90 day period. The Company shall adjust any such charges from the Customer's service charges.
- 2.10.3** All bills for service provided to the Customer by the Company are due (payment date) by the next bill date (same day in the following month as the bill date) and are payable in immediately available funds. If such payment due date would cause payment to be due on a Saturday, Sunday or Legal Holiday, payment for such bills will be due from the Customer as follows.
- 2.10.4** If such payment due date falls on a Sunday or on a Legal Holiday, the payment due date shall be the first non-Holiday date following such Sunday or Legal Holiday. If such payment due date falls on a Saturday or on a Legal Holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Legal Holiday.

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SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

2.11 Claims and Disputes

In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within 120 days of receipt of billing for those services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter. Disputes between the Company and the Customer which cannot be settled through negotiation may be resolved by Complaint to the Commission or by arbitration. Arbitration shall be referred to the American Arbitration Association (AAA) and conducted pursuant to its Commercial Arbitration Rules. The arbitrator shall have the authority to award compensatory damages solely; such award shall be final and binding and may be entered in any court having jurisdiction thereof. Such arbitration shall be governed by the provisions of the Federal Arbitration Act.

2.12 Payment of Deposits

2.12.1 The Company may, in order to safeguard its interests, require a Customer which has a proven history of late payments to the Company or does not have established credit to make a deposit prior to or at any time after the provision of service to the Customer to be held by the Company as a guarantee of the payment of rates and charges. No such deposit will be required of a Customer which has established credit and has no history of late payments to the Company.

2.12.2 A deposit may not exceed the actual or estimated rates and charges for the service for a two month period. The fact that a deposit has been made in no way relieves the Customer from complying with the Company's requirement as to the prompt payment of bills.

Issued: January 22, 2002

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SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

2.12 Payment of Deposits, (Cont'd.)

2.12.3 At such time as the provision of the service to the Customer is terminated, the amount of the deposit will be credited to the Customer's account and any credit balance which may remain will be refunded. After the Customer has established a one year prompt payment record, such a deposit will be refunded or credited to the Customer account at any time prior to the termination of the provision of the service to the Customer.

2.12.4 For the period the deposit is held by the Company, simple annual interest, at the interest rate currently allowed under Commission rules and regulations, will be applied to the deposit beginning 31 days from the date the Customer's deposit is received by the Company to and including the date such deposit is credited to the Customer's account or the date the deposit is refunded by the Company.

2.13 Inspection, Testing and Adjustment

2.13.1 Upon reasonable notice, the Company may, at any time, without penalty or liability, make such tests and inspections as may be necessary to determine whether the terms and conditions of this Tariff are being complied with in the installation, operation or maintenance of the service. The Customer will receive no adjustment for service problems caused due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.

2.13.2 Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made during the time that the Customer was notified of prior to the release of that service. Thereafter, a credit allowance, as set forth in section 2.16, applies.

Issued: January 22, 2002

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SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

2.14 Interconnection

- 2.14.1** Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other common carriers or systems. The Company does not undertake to provide any special facilities, equipment, or services to enable the Customer to interconnect the facilities or the equipment of the Company with services or facilities of other common carriers or with private systems.
- 2.14.2** Interconnection with the services or facilities of other common carriers shall be under the applicable terms and conditions of this Tariff and the other common carrier's Tariffs.
- 2.14.3** The Customer shall ensure that the facilities or equipment provided by the Customer are properly interconnected with the facilities or equipment of the Company. If the Customer maintains or operates the interconnected facilities or equipment in a manner which results or may result in harm to the Company's facilities, equipment, personnel, or the quality of service, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this written notice fails to eliminate the actual or potential harm, the Company may, upon written notice, terminate the existing service of the Customer. Where there is danger of immediate harm to the Company's network, the Company may disconnect the service without notice.

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SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

2.15 Liability of the Company

- 2.15.1** The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this Tariff (calculated on a proportionate basis where appropriate) to the period during which such error, mistake, omission, interruption or delay occurs.
- 2.15.2** In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.
- 2.15.3** When the services or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers or their agents, servants or employees.
- 2.15.4** The Company shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing service to restore service in compliance with the Commission's Rules and Regulations.
- 2.15.5** The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, or the Customer's agents, end users, or Customers, or by facilities or equipment provided by the Customer.

Issued: January 22, 2002

Effective: January 22, 2002

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SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

2.16 Credit for Interruption of Service

- 2.16.1** Credit shall be allowed for interruption of FRS and TLS of more than sixty (60) minutes (continuous) duration for services provided in this Tariff, unless otherwise specified.

The amount to be credited for such interruption shall be 1/30 (1 day) of the monthly rate applicable to the Type 1 FRS interrupted, for each sixty minute segment or fraction thereof that an interruption continues beyond the initial allowable interruption period of sixty (60) minutes. The maximum credit shall not exceed an amount equal to the monthly rate applicable to the Service interrupted.

- 2.16.2** No credit allowance will be made for Interruptions caused by:

- a. Negligence of the Customer,
- b. Failure of equipment provided by the Customer (or agent),
- c. The Company not being afforded access to the premises where the service is terminated,
- d. Release of the service to the Company for maintenance, to make rearrangements, or for the implementation of an order for a change in service during the time the Customer is notified of prior to the release of that service, and
- e. The Customer electing not to release the service for testing and/or repair and continuing to use it on an impaired basis.

Issued: January 22, 2002

Effective: January 22, 2002

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Dated April 18, 1996, in Case No. 96-264-CT-ACE.

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SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

2.16 Credit for Interruption of Service, (Cont'd.)

2.16.3 A credit allowance will be made when an interruption occurs because of a failure of any FRS component furnished under this Tariff. An interruption period begins when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operational.

2.17 Liability of the Customer

The Customer shall indemnify, defend and hold harmless the Company (including the costs of reasonable attorney's fees) against:

- Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted over the Company's facilities or equipment; and
- Claims for patent infringement arising from combining or connecting the Company's facilities or equipment with facilities, equipment, apparatus or systems of the Customer;
- All other claims (including, without limitation, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or omission of the Customer, or the Customer's agents, end users, or Customers, in connection with any service or facilities or equipment provided by the Company.

2.18 Obligations of the Customer

The Customer shall be solely responsible, at its own expense, for Customer-provided equipment and services. The Customer shall be solely responsible for the overall design of its services and for any redesigning or rearrangement of its equipment or services which may be required because of changes in Company services, operations or procedures, or changes in the minimum protection criteria or operating or maintenance characteristics of the Customer's equipment or services. The Company will provide reasonable notification to the Customer of any Company-initiated change that may require a change in Customer-provided equipment and services.

Issued: January 22, 2002

Effective: January 22, 2002

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SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

2.19 Taxes

Federal excise tax and state and local sales, use, and similar taxes are not included in the rates set forth in this Tariff, and shall be billed as separate line items.

2.20 Determination of Jurisdiction of Mixed Interstate and Intrastate Service

When mixed interstate and intrastate service is provided over a dedicated facility, the jurisdiction will be determined as follows:

If the Customer's estimate of the interstate traffic on the service equals 10% or less of the total traffic on that service, the service will be provided according to the applicable rules and regulations of the this Tariff.

If the Customer's estimate of the interstate traffic on the service is more than 10% of the total traffic on that service, the service will be provided according to the applicable rules and regulations of the appropriate interstate Tariff.

If the percentage of interstate traffic on the service changes to the extent that it alters the jurisdiction of the service, the Customer must notify the Company of any required change in status. The affected service will revert to the appropriate jurisdictional Tariff within the next full billing cycle. No retroactive rate adjustments will apply to the period prior to the change in the Company's records. Any applicable Term Agreement will be transferred with the jurisdictional change.

Issued: January 22, 2002

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SECTION 3 - RATE REGULATIONS

3.1 General

The rates contained in this Tariff are specific for each product or element of service offered by the Company. Special Construction charges may apply to construct facilities at Customer request.

3.2 Standard Pricing Plan Description

3.2.1 Recurring Charges

Recurring Charges are monthly charges applied to services provided within the Interprise serving area.

3.2.2 Nonrecurring Charge

Nonrecurring Charges (NRC) are one-time only charges that apply for the installation of and/or changes to service.

3.2.3 Term Agreements

The Company offers Term Agreements wherein the Customer agrees to retain specified Company services for a mutually agreed upon length of time. Termination liabilities apply for early termination of a Term Agreement.

3.2.4 Termination Liability

The Termination Liability for FRS purchased under a Term Agreement will be equal to 20% of the balance of the total remaining payment in the term. The Termination Liability is an addition to the one (1) month minimum service period specified for the service.

Issued: January 22, 2002

Effective: January 22, 2002

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SECTION 3 - RATE REGULATIONS, (CONT'D.)

3.2 Standard Pricing Plan Description, (Cont'd.)

3.2.5 Moves

Moves of service shall be treated in the same manner as Portability, as specified below.

3.2.6 Additions

For service purchased under a Term Agreement, additions of service may be made at the then current rates, in effect at the time of the installation, for the Agreement Term. The term remaining for the agreement shall apply to the service installed, subject to the one (1) month minimum service period.

All applicable nonrecurring charges apply for the service added.

3.2.7 Changes

For service purchased under a Term Agreement, changes to service may be made at the then current rates, in effect on the date the physical changes are made, for the Agreement Term. The term remaining for the agreement shall apply to the service installed, subject to the one (1) month minimum service period.

All applicable nonrecurring charges apply for such changes and if those changes result in a lower monthly billing, a Termination Liability may apply.

3.2.8 Portability

Portability allows services purchased under a Term Agreement to be moved to a different building without incurring Termination Liabilities or establishing new minimum service periods. Under portability, a Customer may choose to move either a portion of or the entire existing service without incurring termination charges, provided the service installed at the new location has a speed and capacity equal to or greater than the speed and capacity of the service removed from the old location.

Issued: January 22, 2002

Effective: January 22, 2002

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SECTION 3 - RATE REGULATIONS, (CONT'D.)

3.2 Standard Pricing Plan Description, (Cont'd.)

3.2.8 Portability, (Cont'd.)

The removal of the service from the old location and installation of the service at the new location must occur within thirty (30) days. For service purchased under a Term Agreement, the term remaining for the service removed shall apply to the service installed at the new location, subject to the one (1) month minimum service period.

The monthly rates for a service at the new location will be the same rates in effect at the time for the old location. All applicable Nonrecurring charges apply for the new service.

3.2.9 Mileage

Charges for all mileage sensitive services are based on the airline distance between the LEC Central Offices which serve the originating and terminating locations of the Customer. Actual distance calculations are performed according to the standard set by the Local Exchange Company in the specific locality.

3.3 Special Pricing Arrangements - Individual Case Basis (ICB)

In lieu of the rates otherwise set forth in this Tariff, rates and charges, including installation, special construction and recurring charges for Company's services may be established at negotiated rates on an ICB, taking into account the nature of the facilities and services, the costs of construction and operation, and the length of service commitment by the Customer. Such arrangements shall be considered Special Pricing Arrangements, the terms of which will be set forth in individual Customer Term Agreements (contracts). Specialized Pricing Arrangement rates or charges will be made available to similarly situated Customers on equal terms and conditions. These contracts will be filed with and approved by the Commission pursuant to the guidelines adopted in Case No. 89-563-TP-COI.

Issued: January 22, 2002

Effective: January 22, 2002

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SECTION 5 - FRAME RELAY SERVICE

5.1 Service Description - General

The Company provides intrastate long distance Frame Relay Service (FRS) with transmission speeds of 56 Kbps and 1.544 Mbps. All services are generally available from Qwest Interprise America, Inc. as specified herein.

5.1.1 Service Description

Employing digital technology, FRS provides high speed access and throughput to and among Local Area Networks (LANs), as well as computers. Utilizing statistical multiplexing, FRS enables users to allocate circuit bandwidth to applications as needed, up to the maximum bandwidth purchased, rather than assigning fixed channels to specific applications. FRS supports transmission speeds up to 1.544 Mbps.

FRS requires the use of Customer terminal equipment that functions as a multiplexer/bridge/router. This terminal equipment must be purchased separately from the FRS and must conform to CCITT and ANSI standards. The terminal equipment accumulates Customer data and puts it into a frame relay format suitable for transmission over the Qwest Interprise America, Inc. network.

Issued: January 22, 2002

Effective: January 22, 2002

Issued under authority of Order of the Public Utilities Commission of Ohio,
Dated April 18, 1996, in Case No. 96-264-CT-ACE.

Issued by:

David Ziegler, Regional Director
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SECTION 5 - FRAME RELAY SERVICE, (CONT'D.)

5.2 Service Elements

5.2.1 Network Interface

The point at which a Customer's data transmissions first enter the network supporting Frame Relay Service is the network interface. It is the point of interconnection between Company communications facilities and Customer terminal equipment.

5.2.2 Access Link

FRS Access Links provide access to Qwest Interprise America, Inc. Frame Relay Network, connecting Customer facilities at the network interface, or connecting other Frame Relay networks facilities at the network interface.

Frame Relay uni-directional polling is required on the Access Link when used in conjunction with User-To-Network Information Transfer. Frame Relay bi-directional polling is required on the Access Link when used in conjunction with the Network-To-Network Information Transfer.

5.2.3 Port

Ports are the physical entry points for Access Links and the originating and terminating points for Permanent Virtual Connections. Ports include the electronic equipment used in connecting these service elements to the Qwest Interprise America, Inc. Frame Relay Network.

5.2.4 Permanent Virtual Connection (PVC)

A PVC is a logical channel from one Frame Relay Port to another Frame Relay Port within the Qwest Interprise America, Inc. network. PVCs are provisioned, with Customer-selected Committed Information Rates (CIRs), on either 56 Kbps Access Links or 1.544 Mbps Access Links, depending on the Customer's data networking requirements. A 56 Kbps Access Link may have up to 30 PVCs, and a 1.544 Mbps Access Link may have up to 125 PVCs.

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SECTION 5 - FRAME RELAY SERVICE, (CONT'D.)**5.2 Service Elements, (Cont'd.)****5.2.5 Committed Information Rate (CIR)**

Although FRS statistical multiplexing capabilities allow Customer FRS configurations to have aggregate PVC CIRs which are greater than the associated port speed, the actual throughput of aggregated PVC CIRs in use at any time on the same port cannot exceed the port speed.

A Customer's data throughput may burst up to the Customer's subscribed port speed; however, when data exceeds the CIR, the potential for discard exists. It is recommended that a Customer subscribe to a CIR no greater than half of the total port speed; however, due to the nature of a specific Customer's traffic characteristics, a larger CIR can be accommodated, as indicated below.

The Customer's CIR should be closely matched with the Open System Interconnection (OSI) Model or equivalent Application and Network Layer protocols for the data application utilized.

CIR Options For Permanent Virtual Connections:

FRS PORT SPEEDS	RECOMMENDED CIR OPTIONS (Kbps)	Other CIR OPTIONS (Kbps)
56 Kbps	9.6, 16, 24, 28	32, 48
1.544 Mbps	9.6, 16, 24, 32, 48, 56 and multiples of 56 up to 672	728 and multiples of 56 up to 1008

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SECTION 5 - FRAME RELAY SERVICE, (CONT'D.)

5.3 FRS Rate Elements

5.3.1 Access Link

A nonrecurring and recurring rate, both based on the speed of the Access Link (56 Kbps or 1.544 mbps) apply per Access Link for each physical connection to the Company Frame Relay network. The FRS consists of the following Service Elements, as described above: Access Link, Port, User-To-User-Network or Network-to-Network Interface (UNI/NNI), Permanent Virtual Connections and Committed Information Rate.

5.3.2 Service Order Charge

A Service Order Charge applies, except as specified elsewhere in this tariff, for work involved in receiving, recording, transmitting and acting upon Customer requests to connect, move or change services. This would include changes to or addition of PVC's.

A Service Order Charge does not apply to a Customer initiated request to: Completely terminate service or to change responsibility for the service.

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Effective: January 22, 2002

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SECTION 5 - FRAME RELAY SERVICE, (CONT'D.)

5.4 Frame Relay Service Rates

		<u>Nonrecurring</u>
Service Order Charge		\$50.00 - 150.00
Access Link		<u>Nonrecurring*</u>
56 Kbps (per Link)		\$100.00 - 700.00
1.544 Mbps (per Link)		\$200.00 - 1500.00
		<u>Recurring #</u>
56 Kbps (per Link)		
Monthly		\$ 75.00 - 250.00
12 Mos.		\$ 75.00 - 250.00
24 Mos.		\$ 75.00 - 250.00
36 Mos.		\$ 75.00 - 250.00
48 Mos.		\$ 75.00 - 250.00
60 Mos.		\$ 75.00 - 250.00
1.544 Mbps (per Link)		
Monthly		\$150.00 - 800.00
12 Mos.		\$150.00 - 800.00
24 Mos.		\$150.00 - 800.00
36 Mos.		\$150.00 - 800.00
48 Mos.		\$150.00 - 800.00
60 Mos.		\$150.00 - 800.00

* Nonrecurring Charges for the installation of Service shall be waived for a Customer who signs a Term Agreement of 36 months or longer for that Service. The waiver will apply to the installation of new Service within the time period covered by the Term Agreement.

Actual rates will be determined with the customer on an Individual Contract Basis. These contracts will be filed with and approved by the Commission pursuant to the guidelines adopted in Case No. 89-563-TP-COL.

Issued: January 22, 2002

Effective: January 22, 2002

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Qwest Interprise America, Inc.

EXHIBIT C

List Of Ohio Counties

All Counties within the State of Ohio

Qwest Interprise America, Inc.

EXHIBIT D

Certification from Ohio Secretary of State