




UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK*		PROOF OF CLAIM		 s1947	
In re Allegiance Telecom of California, Inc		Case Number 03-13069		YOUR CLAIM IS SCHEDULED AS \$357 258 06 UNSECURED DISPUTED FILED SOUTHERN DISTRICT OF NEW YORK ALLEGIANTELECOM, INC 03-13057 (RRD) 1517	
<small>NOTE This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503(c)(2).</small>				1517 The amounts and nature of your claim reflected above constitute your claim as scheduled by the Debtor. If you agree with the amounts set forth herein and have no other claim against the Debtor, you do not need to file this proof of claim EXCEPT as stated herein. If the amounts shown above are listed as Contingent, Unliquidated or Disputed, a proof of claim must be filed. If you have already properly filed a proof of claim with the Bankruptcy Court, you do not need to file again.	
Name of Creditor and Address  03805888025284 SOUTHERN CALIFORNIA EDISON ATTN: DOUGLAS P. DITONTO 2244 WALNUT GROVE AVE ROSEMEAD, CA 91770		<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input checked="" type="checkbox"/> Check box if this address differs from the address on the envelope sent to you by the court.			
Creditor Telephone Number () 626-302-1914		CREDITOR TAX ID # 95-1240335		ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR 5257	
1 BASIS FOR CLAIM <input type="checkbox"/> Goods sold <input checked="" type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input type="checkbox"/> Other (describe briefly below) _____		<input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensation (Fill out below) Your social security number _____ Unpaid compensation for services performed from _____ to _____ (date) (date)			
2 DATE DEBT WAS INCURRED APRIL 1, 2003		3 IF COURT JUDGMENT, DATE OBTAINED			
4 TOTAL AMOUNT OF CLAIM AT TIME CASE FILED \$ 357,258.06 (unsecured)		\$ 357,258.06 (total)			
If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below.					
<input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.					
5 SECURED CLAIM <input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief description of collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____ Value of collateral \$ _____ Amount of arrearage and other charges at time case filed included in secured claim above, if any \$ _____			6 UNSECURED PRIORITY CLAIM <input type="checkbox"/> Check this box if you have an unsecured priority claim. Specify the priority of the claim: REC'D NOV 25 2003 <input type="checkbox"/> Wages, salaries, or commissions (up to \$4,650) earned within 90 days before filing of the bankruptcy petition or cessation of the Debtor's business, whichever is earlier. 11 U.S.C. § 507(a)(3) <input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(4) <input type="checkbox"/> Up to \$2,100 of deposits toward purchase, lease, or rental of property or services for personal family or household use. 11 U.S.C. § 507(a)(6) <input type="checkbox"/> Alimony, maintenance, or support owed to a spouse, former spouse, or child. 11 U.S.C. § 507(a)(7) <input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8) <input type="checkbox"/> Other: Specify applicable paragraph of 11 U.S.C. § 507(a) _____ <small>Amounts are subject to adjustment on 4/1/01 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</small>		
7 CREDITS The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.					
8 SUPPORTING DOCUMENTS Attach copies of supporting documents such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.					
9 DATE-STAMPED COPY To receive an acknowledgment of your claim, please enclose a self-addressed stamped envelope and an additional copy of this proof of claim.					
The original of this completed proof of claim form must be sent by mail or hand delivered (FAXES NOT ACCEPTED) so that it is received on or before 5:00 p.m. November 26, 2003, Prevailing Eastern Time. BY MAIL United States Bankruptcy Court Southern District of New York Allegiance Claims Docketing Center Bowling Green Station P.O. Box 95 New York, NY 10004-1408 BY HAND OR OVERNIGHT DELIVERY TO United States Bankruptcy Court Southern District of New York Allegiance Claims Docketing Center One Bowling Green Room 534 New York, NY 10004-1408					THIS SPACE FOR COURT USE ONLY
DATE SIGNED Nov 18, 2003 SIGN and print the name and title of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any). DOUGLAS P. DITONTO, ATTORNEY					

Penalty for presenting fraudulent claim is a fine of up to \$500,000 or imprisonment for up to 5 years or both. 18 U.S.C. §§ 152 AND 3571

See Other Side For Instructions

Allegiance Claim

01564

Invoices for Pre-Petition Amount Owed

EC Circuit	Svc	A Location	Z Location	4/1/03 Invoice	5/1/03 Invoice	Payment Made	Remaining Unpaid	In-Svc
01/HF--/004377/ /SED/0	DS-3	LA POP	SNMNCAXJ	850	850	(493 45)	1,206 55	09/18/02
01/OD--/004361/ /SED/0	OC-12	LA POP	ALHBCA01	9,000	9,000	(5,225 81)	12,774 19	09/13/02
01/OD--/004362/ /SED/0	OC-12	LA POP	ALHBCA01	9,000	9,000	(5,225 81)	12,774 19	09/13/02
01/OD--/004363/ /SED/0	OC-12	LA POP	ALHBCA01	9,000	9,000	(5,225 81)	12,774 19	09/13/02
01/OD--/004364/ /SED/0	OC-12	LA POP	GRDNCA01	9,000	9,000	(5,225 81)	12,774 19	09/17/02
01/OD--/004365/ /SED/0	OC-12	LA POP	GRDNCA01	9,000	9,000	(5,225 81)	12,774 19	09/17/02
01/OD--/004366/ /SED/0	OC-12	LA POP	GRDNCA01	9,000	9,000	(5,225 81)	12,774 19	09/17/02
01/OD--/004367/ /SED/0	OC-12	LA POP	LSANCA05	9,000	9,000	(5,225 81)	12,774 19	09/16/02
01/OD--/004368/ /SED/0	OC-12	LA POP	LSANCA05	9,000	9,000	(5,225 81)	12,774 19	09/16/02
01/OD--/004369/ /SED/0	OC-12	LA POP	LSANCA05	9,000	9,000	(5,225 81)	12,774 19	09/16/02
01/OD--/004370/ /SED/0	OC-12	LA POP	SHOKCA01	9,000	9,000	(5,225 81)	12,774 19	09/13/02
01/OD--/004371/ /SED/0	OC-12	LA POP	SHOKCA01	9,000	9,000	(5,225 81)	12,774 19	09/13/02
01/OD--/004372/ /SED/0	OC-12	LA POP	SHOKCA01	9,000	9,000	(5,225 81)	12,774 19	09/13/02
01/OD--/004373/ /SED/0	OC-12	LA POP	LNBHCAXG	9,000	9,000	(5,225 81)	12,774 19	12/23/02
01/OD--/004374/ /SED/0	OC-12	LA POP	LNBHCAXG	9,000	9,000	(5,225 81)	12,774 19	12/23/02
01/OD--/004375/ /SED/0	OC-12	LA POP	SNMNCAXJ	9,000	9,000	(5,225 81)	12,774 19	11/29/02
01/OD--/004376/ /SED/0	OC-12	LA POP	SNMNCAXJ	9,000	9,000	(5,225 81)	12,774 19	11/29/02
01/OD--/004378/ /SED/0	OC-12	SA POP	LNBHCAXG	9,000	9,000	(5,225 81)	12,774 19	12/23/02
01/OD--/004379/ /SED/0	OC-12	SA POP	LNBHCAXG	9,000	9,000	(5,225 81)	12,774 19	12/23/02
01/OD--/004380/ /SED/0	OC-12	SA POP	ANHMCA01	9,000	9,000	(5,225 81)	12,774 19	09/10/02
01/OD--/004381/ /SED/0	OC-12	SA POP	ANHMCA01	9,000	9,000	(5,225 81)	12,774 19	09/10/02
01/OD--/004382/ /SED/0	OC-12	SA POP	ANHMCA01	9,000	9,000	(5,225 81)	12,774 19	09/10/02
01/OD--/004383/ /SED/0	OC-12	SA POP	RVSDCA01	9,000	9,000	(5,225 81)	12,774 19	09/10/02
01/OD--/004384/ /SED/0	OC-12	SA POP	RVSDCA01	9,000	9,000	(5,225 81)	12,774 19	09/10/02
01/OD--/004385/ /SED/0	OC-12	SA POP	WMNSCAXF	9,000	9,000	(5,225 81)	12,774 19	11/27/02
01/OD--/004386/ /SED/0	OC-12	SA POP	IRVNCA01	9,000	9,000	(5,225 81)	12,774 19	09/10/02
01/OD--/004387/ /SED/0	OC-12	SA POP	IRVNCA01	9,000	9,000	(5,225 81)	12,774 19	09/10/02
01/OD--/004388/ /SED/0	OC-12	SA POP	IRVNCA01	9,000	9,000	(5,225 81)	12,774 19	09/10/02
01/OD--/004389/ /SED/0	OC-12	LNBHCAXG	ONTRCAXP	-	10,800	(5,225 81)	5,574 19	04/25/03
01/OD--/004390/ /SED/0	OC-12	LNBHCAXG	ONTRCAXP	-	10,800	(5,225 81)	5,574 19	04/25/03
				243,850	265,450	(152,041 94)	357,258 06	

The payment shown was made for services delivered during the period 5/14/03 through 5/31/03 (post-petition period)

REMIT TO

Southern California Edison Company
Attn: Carrier Solutions Fin & Admin
2244 Walnut Grove G O 1 Quad 2B
Rosemead CA 91770 3714

Allegiance Telecom Inc / 5257
Attn: Brenda McKellar Line Cost 5B
9201 N Central Expressway
Dallas TX 75231-0000

BILLING ACCOUNT 4871FA9026
INVOICE NO FA9026030408
BILL DATE Apr 01 2003
DUE DATE May 02 2003
PAGE 1

BILLING INQUIRIES CALL Adriana Villalobos (626) 302 4152

FACILITY ACCESS SERVICE***** BALANCE DUE INFORMATION *****

TOTAL AMOUNT OF LAST BILL	623 900 00
PAYMENTS APPLIED	380 050 00 CR
TOTAL BALANCE DUE	243 850 00

***** DETAIL OF CURRENT CHARGES *****

LATE PAYMENT CHARGES	0 00
MONTHLY ACCESS CHARGES	243 850 00

FROM 4/1/2003 **THRU** 4/30/2003

INTERSTATE

243 850 00

INTRASTATE

TOTAL CURRENT CHARGES	243 850 00
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TOTAL AMOUNT DUE On Or Before 05/02/03	487 700 00
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Southern California Edison Company
2244 Walnut Grove G O 1 Quad 2B
Rosemead CA 91770 3714

Allegiance Telecom Inc / 5257
Attn Brenda McKellar Line Cost 5B
9201 N Central Expressway
Dallas TX 75231 0000

BILLING ACCOUNT 4871FA9026
INVOICE NO FA9026030408
BILL DATE Apr 01 2003
PAGE 2

BILLING INQUIRIES CALL Adriana Villalobos (626) 302-4152

FACILITY ACCESS SERVICE

***** Summary of Access Charges *****

EC 4871

Monthly Access Charges - From Apr 01, 2003 to Apr 30, 2003

Special Access

Interstate

243 850 00

Southern California Edison Company
2244 Walnut Grove G O 1 Quad 2B
Rosemead CA 91770 3714

Allegiance Telecom Inc / 5257
Attn Brenda McKellar Line Cost 5B
9201 N Central Expressway
Dallas TX 75231-0000

BILLING ACCOUNT 4871FA9026
INVOICE NO FA9026030408
BILL DATE Apr 01 2003
PAGE 3

BILLING INQUIRIES CALL Adriana Villalobos (626) 302-4152

FACILITY ACCESS SERVICE

***** Facility Access Circuit Listing *****

The Following circuits are included in the monthly access charges

EC-4871	Interstate	Intrastate
Circuit Identification		
EC Circuit # 01/OD--/004362/ /SED/ 0	9 000 00	
IC Circuit # 01/OD--/004362/ /SED/		
EC Circuit # 01/HF--/004377/ /SED/ 0	850 00	
IC Circuit # 01/HF--/004377/ /SED/		
EC Circuit # 01/OD--/004361/ /SED/ 0	9 000 00	
IC Circuit # 01/OD--/004361/ /SED/		
EC Circuit # 01/OD--/004363/ /SED/ 0	9 000 00	
IC Circuit # 01/OD--/004363/ /SED/		
EC Circuit # 01/OD--/004364/ /SED/ 0	9 000 00	
IC Circuit # 01/OD--/004364/ /SED/		
EC Circuit # 01/OD--/004365/ /SED/ 0	9 000 00	
IC Circuit # 01/OD--/004365/ /SED/		
EC Circuit # 01/OD--/004366/ /SED/ 0	9 000 00	
IC Circuit # 01/OD--/004366/ /SED/		
EC Circuit # 01/OD--/004367/ /SED/ 0	9 000 00	
IC Circuit # 01/OD--/004367/ /SED/		
EC Circuit # 01/OD--/004368/ /SED/ 0	9 000 00	
IC Circuit # 01/OD--/004368/ /SED/		
EC Circuit # 01/OD--/004369/ /SED/ 0	9 000 00	
IC Circuit # 01/OD--/004369/ /SED/		
EC Circuit # 01/OD--/004370/ /SED/ 0	9 000 00	
IC Circuit # 01/OD--/004370/ /SED/		
EC Circuit # 01/OD--/004371/ /SED/ 0	9 000 00	
IC Circuit # 01/OD--/004371/ /SED/		
EC Circuit # 01/OD--/004372/ /SED/ 0	9 000 00	
IC Circuit # 01/OD--/004372/ /SED/		
EC Circuit # 01/OD--/004373/ /SED/ 0	9 000 00	
IC Circuit # 01/OD--/004373/ /SED/		
EC Circuit # 01/OD--/004374/ /SED/ 0	9 000 00	
IC Circuit # 01/OD--/004374/ /SED/		
EC Circuit # 01/OD--/004375/ /SED/ 0	9 000 00	
IC Circuit # 01/OD--/004375/ /SED/		
EC Circuit # 01/OD--/004376/ /SED/ 0	9 000 00	
IC Circuit # 01/OD--/004376/ /SED/		

Southern California Edison Company
2244 Walnut Grove G O 1 Quad 2B
Rosemead CA 91770-3714

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Dallas TX 75231 0000

BILLING ACCOUNT 4871FA9026
INVOICE NO FA9026030408
BILL DATE Apr 01 2003
PAGE 4

BILLING INQUIRIES CALL Adriana Villalobos (626) 302 4152

FACILITY ACCESS SERVICE

***** Facility Access Circuit Listing *****

The Following circuits are included in the monthly access charges

EC 4871	Interstate	Intrastate
Circuit Identification		
EC Circuit # 01/OD /004378/ /SED/ 0	9 000 00	
IC Circuit # 01/OD--/004378/ /SED/		
EC Circuit # 01/OD--/004379/ /SED/ 0	9 000 00	
IC Circuit # 01/OD--/004379/ /SED/		
EC Circuit # 01/OD--/004380/ /SED/ 0	9 000 00	
IC Circuit # 01/OD--/004380/ /SED/		
EC Circuit # 01/OD--/004381/ /SED/ 0	9 000 00	
IC Circuit # 01/OD--/004381/ /SED/		
EC Circuit # 01/OD--/004382/ /SED/ 0	9 000 00	
IC Circuit # 01/OD--/004382/ /SED/		
EC Circuit # 01/OD--/004383/ /SED/ 0	9 000 00	
IC Circuit # 01/OD--/004383/ /SED/		
EC Circuit # 01/OD /004384/ /SED/ 0	9 000 00	
IC Circuit # 01/OD--/004384/ /SED/		
EC Circuit # 01/OD--/004385/ /SED/ 0	9 000 00	
IC Circuit # 01/OD--/004385/ /SED/		
EC Circuit # 01/OD--/004386/ /SED/ 0	9 000 00	
IC Circuit # 01/OD--/004386/ /SED/		
EC Circuit # 01/OD /004387/ /SED/ 0	9 000 00	
IC Circuit # 01/OD--/004387/ /SED/		
EC Circuit # 01/OD--/004388/ /SED/ 0	9 000 00	
IC Circuit # 01/OD /004388/ /SED/		

REMIT TO

Southern California Edison Company
Attn: Carrier Solutions Fin & Admin
2244 Walnut Grove G O 1 Quad 2B
Rosemead CA 91770 3714

Allegiance Telecom Inc / 5257
Attn: Brenda McKellar Line Cost - 5B
9201 N Central Expressway
Dallas TX 75231-0000

BILLING ACCOUNT 4871FA9026
INVOICE NO FA9026030508
BILL DATE May 01 2003
DUE DATE Jun 01 2003
PAGE 1

BILLING INQUIRIES CALL Adriana Villalobos (626) 302-4152

FACILITY ACCESS SERVICE***** BALANCE DUE INFORMATION *****

TOTAL AMOUNT OF LAST BILL	487 700 00
PAYMENTS APPLIED	243 850 00 CR
TOTAL BALANCE DUE	243 850 00

***** DETAIL OF CURRENT CHARGES *****

LATE PAYMENT CHARGES	0 00
MONTHLY ACCESS CHARGES	261 850 00

FROM 5/1/2003 **THRU** 5/31/2003

INTERSTATE	261 850 00
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INTRASTATE

OTHER CHARGES AND CREDITS	3 600 00
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INTERSTATE	3 600 00
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INTRASTATE

TOTAL CURRENT CHARGES	265 450 00
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TOTAL AMOUNT DUE On Or Before 06/01/03	509 300 00
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Southern California Edison Company
2244 Walnut Grove G O 1 Quad 2B
Rosemead CA 91770 3714

Allegiance Telecom Inc / 5257
Attn Brenda McKellar Line Cost - 5B
9201 N Central Expressway
Dallas TX 75231-0000

BILLING ACCOUNT 4871FA9026
INVOICE NO FA9026030508
BILL DATE May 01 2003
PAGE 2

BILLING INQUIRIES CALL Adriana Villalobos (626) 302-4152

FACILITY ACCESS SERVICE

***** Summary of Access Charges *****

EC-4871

Other Charges and Credits

Special Access

Interstate

3 600 00

Monthly Access Charges From May 01, 2003 to May 31 2003

Special Access

Interstate

261 850 00

Southern California Edison Company
2244 Walnut Grove G O 1 Quad 2B
Rosemead CA 91770 3714

Allegiance Telecom Inc / 5257
Attn Brenda McKellar Line Cost - 5B
9201 N Central Expressway
Dallas TX 75231-0000

BILLING ACCOUNT 4871FA9026
INVOICE NO FA9026030508
BILL DATE May 01 2003
DUE DATE Jun 01 2003
PAGE 3

BILLING INQUIRIES CALL Adriana Villalobos (626) 302 4152

*** Detail Of Other Charges and Credits ***

EC-4871

BIP Interstate Intrastate

Effective 4/25/2003 **PON** N0200007-OCO-1 **PIU** 1 00

Charge for New Access Service

For EC Circuit # 01/OD--/004389/ /SED/ 0

From 4/25/2003 **Thru** 4/30/2003

ALLOC12 ALLEGIANCE

1 00 1 800 00

One Time Amount - 1 800 00 **Fractional Amount -** 0 00

Effective 4/25/2003 **PON** N0200007 OCO-2 **PIU** 1 00

Charge for New Access Service

For EC Circuit # 01/OD--/004390/ /SED/ 0

From 4/25/2003 **Thru** 4/30/2003

ALLOC12 ALLEGIANCE

1 00 1 800 00

One Time Amount 1 800 00 **Fractional Amount -** 0 00

Southern California Edison Company
2244 Walnut Grove G O 1 Quad 2B
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BILLING ACCOUNT 4871FA9026
INVOICE NO FA9026030508
BILL DATE May 01 2003
PAGE 4

BILLING INQUIRIES CALL Adriana Villalobos (626) 302-4152

FACILITY ACCESS SERVICE

***** Facility Access Circuit Listing *****

The Following circuits are included in the monthly access charges

EC 4871	Interstate	Intrastate
Circuit Identification		
EC Circuit # 01/OD--/004362/ /SED/ 0	9 000 00	
IC Circuit # 01/OD--/004362/ /SED/		
EC Circuit # 01/HF--/004377/ /SED/ 0	850 00	
IC Circuit # 01/HF--/004377/ /SED/		
EC Circuit # 01/OD--/004361/ /SED/ 0	9 000 00	
IC Circuit # 01/OD--/004361/ /SED/		
EC Circuit # 01/OD--/004363/ /SED/ 0	9 000 00	
IC Circuit # 01/OD--/004363/ /SED/		
EC Circuit # 01/OD--/004364/ /SED/ 0	9 000 00	
IC Circuit # 01/OD--/004364/ /SED/		
EC Circuit # 01/OD--/004365/ /SED/ 0	9 000 00	
IC Circuit # 01/OD /004365/ /SED/		
EC Circuit # 01/OD--/004366/ /SED/ 0	9 000 00	
IC Circuit # 01/OD--/004366/ /SED/		
EC Circuit # 01/OD--/004367/ /SED/ 0	9 000 00	
IC Circuit # 01/OD--/004367/ /SED/		
EC Circuit # 01/OD--/004368/ /SED/ 0	9 000 00	
IC Circuit # 01/OD--/004368/ /SED/		
EC Circuit # 01/OD--/004369/ /SED/ 0	9 000 00	
IC Circuit # 01/OD /004369/ /SED/		
EC Circuit # 01/OD--/004370/ /SED/ 0	9 000 00	
IC Circuit # 01/OD--/004370/ /SED/		
EC Circuit # 01/OD--/004371/ /SED/ 0	9 000 00	
IC Circuit # 01/OD--/004371/ /SED/		
EC Circuit # 01/OD--/004372/ /SED/ 0	9 000 00	
IC Circuit # 01/OD--/004372/ /SED/		
EC Circuit # 01/OD--/004373/ /SED/ 0	9 000 00	
IC Circuit # 01/OD--/004373/ /SED/		
EC Circuit # 01/OD--/004374/ /SED/ 0	9 000 00	
IC Circuit # 01/OD--/004374/ /SED/		
EC Circuit # 01/OD -/004375/ /SED/ 0	9 000 00	
IC Circuit # 01/OD--/004375/ /SED/		
EC Circuit # 01/OD--/004376/ /SED/ 0	9 000 00	
IC Circuit # 01/OD /004376/ /SED/		

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BILL DATE May 01 2003
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FACILITY ACCESS SERVICE

***** Facility Access Circuit Listing *****

The Following circuits are included in the monthly access charges

EC-4871	Interstate	Intrastate
Circuit Identification		
EC Circuit # 01/OD--/004378/ /SED/ 0	9 000 00	
IC Circuit # 01/OD--/004378/ /SED/		
EC Circuit # 01/OD /004379/ /SED/ 0	9 000 00	
IC Circuit # 01/OD--/004379/ /SED/		
EC Circuit # 01/OD--/004380/ /SED/ 0	9 000 00	
IC Circuit # 01/OD--/004380/ /SED/		
EC Circuit # 01/OD--/004381/ /SED/ 0	9 000 00	
IC Circuit # 01/OD--/004381/ /SED/		
EC Circuit # 01/OD--/004382/ /SED/ 0	9 000 00	
IC Circuit # 01/OD--/004382/ /SED/		
EC Circuit # 01/OD /004383/ /SED/ 0	9 000 00	
IC Circuit # 01/OD--/004383/ /SED/		
EC Circuit # 01/OD- /004384/ /SED/ 0	9 000 00	
IC Circuit # 01/OD--/004384/ /SED/		
EC Circuit # 01/OD /004385/ /SED/ 0	9 000 00	
IC Circuit # 01/OD--/004385/ /SED/		
EC Circuit # 01/OD--/004386/ /SED/ 0	9 000 00	
IC Circuit # 01/OD--/004386/ /SED/		
EC Circuit # 01/OD--/004387/ /SED/ 0	9 000 00	
IC Circuit # 01/OD--/004387/ /SED/		
EC Circuit # 01/OD--/004388/ /SED/ 0	9 000 00	
IC Circuit # 01/OD--/004388/ /SED/		
EC Circuit # 01/OD /004389/ /SED/ 0	9 000 00	
IC Circuit # 01/OD--/004389/ /SED/		
EC Circuit # 01/OD--/004390/ /SED/ 0	9 000 00	
IC Circuit # 01/OD--/004390/ /SED/		

Access Service Requests (ASRs)

ASR	Circuit 1	Circuit 2	Circuit 3	Qty	Service	A Location	Z Location	MRC
ASR 1	01/HF/004377			1	DS-3	LA POP	SNMNCAXJ	850
ASR 2	01/OD/004361	01/OD/004362	01/OD/004363	3	OC-12	LA POP	ALHBCA01	27,000
ASR 3	01/OD/004364	01/OD/004365	01/OD/004366	3	OC-12	LA POP	GRDNCA01	27,000
ASR 4	01/OD/004367	01/OD/004368	01/OD/004369	3	OC-12	LA POP	LSANCA05	27,000
ASR 5	01/OD/004370	01/OD/004371	01/OD/004372	3	OC-12	LA POP	SHOKCA01	27,000
ASR 6	01/OD/004373	01/OD/004374		2	OC-12	LA POP	LNBHCA01	18,000
ASR 7	01/OD/004375	01/OD/004376		2	OC-12	LA POP	SNMNCAXJ	18,000
ASR 8	01/OD/004378	01/OD/004379		2	OC-12	SA POP	LNBHCA01	18,000
ASR 9	01/OD/004380	01/OD/004381	01/OD/004382	3	OC-12	SA POP	ANHMCA01	27,000
ASR 10	01/OD/004383	01/OD/004384		2	OC-12	SA POP	RVSDCA01	18,000
ASR 11	01/OD/004385			1	OC-12	SA POP	WMNSCAXF	9,000
ASR 12	01/OD/004386	01/OD/004387	01/OD/004388	3	OC-12	SA POP	IRVNCA01	27,000
ASR 13	01/OD/004389	01/OD/004390		2	OC-12	LNBHCA01	ONTRCAXP	18,000
				30				261,850

LA POP 818 W 7th, LA
SA POP 1251 E Dyer Rd, Santa Ana



EDISON
CARRIER SOLUTIONS

Access Service Request (ASR)

A Division of SOUTHERN CALIFORNIA EDISON

INTERSTATE TYPE I SERVICE

Billing Information

Allegiance Telecom Worldwide 9201 N Central Expressway Dallas, TX 75231

Service Information

Desired Due Date 150 days from the date of execution Quantity 1	Order Type <input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel <input type="checkbox"/> Disconnect
Service Type <input type="checkbox"/> DS1 <input checked="" type="checkbox"/> DS3 <input type="checkbox"/> DS3 x 3 <input type="checkbox"/> OC3 <input type="checkbox"/> OC3c <input type="checkbox"/> OC12 <input type="checkbox"/> OC12c <input type="checkbox"/> OC48 <input type="checkbox"/> Wavelength <input type="checkbox"/> Other	

Special Instructions

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Service Location Information (Termination/Demarcation Points)

FROM (A)	TO (Z)
Company Name Allegiance Address 818 W 7 th St Floor/Room Ste 320 City/State/Zip Los Angeles, CA 90017 NPA/NXX or LSO ICI LSANCA54W13 Interface Location & Type Carrier Circuit Number Purchase Order Number (PON)	Company Name Verizon CO Address 1501 Ocean Park Floor/Room City/State/Zip Santa Monica, CA NPA/NXX or LSO NCI SNMNCAXJ W08 Interface Location & Type

Charges / Term

Item	Charge	Quantity	Total	Explanation
Monthly Recurring	\$850	1	\$850	<u>EC Circuit ID</u> 01/HF/004377
Installation (one time)	\$		\$	
Special Construction (one time)	\$		\$	
Cross Connect Fees	\$		\$	
Other (please explain)	\$		\$	
Term	<input checked="" type="checkbox"/> 12 Month <input type="checkbox"/> 36 Month <input type="checkbox"/> 60 Month <input type="checkbox"/> Other			
Cross Connects	<input checked="" type="checkbox"/> Customer to order all cross connects			

Contact Information

Initiator Phil Mottl	Phone 630 522 5348	Fax
Billing Brenda McKellar	Phone 469 259 2414	Fax
Service	Phone	Fax
Design/Technical Jon Harper	Phone 469 259 2648	Fax
Location 1 (From) Stephen Yang	Phone 213 927 9203	Fax
Location 2 (To)	Phone	Fax

Customer

Southern California Edison

Signature x <i>Richard H. Anderson</i> (Name)	Date 4/1/02 (Title) VP Engineering & Operations	Signature x <i>Pedro J. Pizarro</i> (Name) Pedro J Pizarro	Date 4/4/02 (Title) VP & GM
---	--	---	--------------------------------------

For SCE Internal Use Only

ASR Number	Account Manager Greg Ertel
SCE Quotation Number	Phone Number 626-302-2360

A Division of Southern California Edison Company

INTERSTATE TYPE I SERVICE

Billing Information

Allegiance Telecom Worldwide
9201 N. Central Expressway
Dallas, TX 75231

Service Information

Desired Due Date 150 days from date of execution

Order Type

Quantity 3

☒ New ☐ Change ☐ Cancel ☐ Disconnect

Service Type

☐ DS1

☐ DS3

☐ DS3 x 3

☐ OC3

☐ OC3c

☒ OC12

☐ OC12c

☐ OC48

☐ Wavelength

☐ Other

Special Instructions

1 of 7 ASRs comprising the L A Ring 1+1 card protection provided

Service Location Information (Termination/Demarcation Points)

FROM (A)
Company Name Allegiance
Address 818 W 7th St
Floor/Room Ste 320
City/State/Zip Los Angeles CA 90017
NPA/NXX or LSO
JCI LSA54W13
Interface Location & Type
Carrier Circuit Number
Purchase Order Number (PON)

TO (Z)
Company Name Pacific Bell CO
Address 21 1st St
Floor/Room
City/State/Zip Alhambra, CA 91801
NPA/NXX or LSO
NCI ALHBCA01 W17
Interface Location & Type

Charges / Term

Item	Charge	Quantity	Total	Explanation
Monthly Recurring	\$9,000	3	\$27,000	<u>EC Circuit IDs</u> 01/00/004362 004361 004363
Installation (one time)	\$		\$	
Special Construction (one time)	\$		\$	
Cross Connect Fees	\$		\$	
Other (please explain)	\$		\$	
Term	<input checked="" type="checkbox"/> 12 Month <input type="checkbox"/> 36 Month <input type="checkbox"/> 60 Month <input type="checkbox"/> Other			
Cross Connects	<input checked="" type="checkbox"/> Customer to order all cross connects			

Contact Information

Initiator Phil Mottl	Phone 630 522 5348	Fax
Billing Brenda McKellar	Phone 469 259 2414	Fax
Service	Phone	Fax
Design/Technical Jon Harper	Phone 469 259 2648	Fax
Location 1 (From) Stephen Yang	Phone 213 927 9203	Fax
Location 2 (To)	Phone	Fax

Customer

Southern California Edison

Signature	Date	Signature	Date
<i>Richard H. Anderson</i>	4/1/02	<i>Pedro J. Pizarro</i>	4/4/02
(Name)	(Title)	(Name)	(Title)
	VP Engineering & Operations	Pedro J. Pizarro	VP T&M

or SCE Internal Use Only

ASR Number	Account Manager Greg Ertel
SCE Quotation Number	Phone Number 626-302-2360



EDISON
CARRIER SOLUTIONS

ASK 5

Access Service Request (ASR)

A DIVISION OF SOUTHERN CALIFORNIA EDISON CO.

INTERSTATE TYPE I SERVICE

Billing Information

*Allegiance Telecom Worldwide 9201 N Central Expressway Dallas TX 75231

Service Information

Desired Due Date 150 days from date of execution Quantity 3	Order Type <input type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel <input type="checkbox"/> Disconnect
Service Type <input type="checkbox"/> DS1 <input type="checkbox"/> DS3 <input type="checkbox"/> DS3 x 3 <input type="checkbox"/> OC3 <input type="checkbox"/> OC3c <input checked="" type="checkbox"/> OC12 <input type="checkbox"/> OC12c <input type="checkbox"/> OC48 <input type="checkbox"/> Wavelength <input type="checkbox"/> Other	

Special Instructions

1 of 7 ASRs comprising the L A Ring 1+1 card protection provided
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Service Location Information (Termination/Demarcation Points)

FROM (A)	TO (Z)
Company Name Allegiance Address 818 W 7 th St Floor/Room Ste 320 City/State/Zip Los Angeles, CA 90017 IPA/NXX or LSO NCI LSAACA54W1# Interface Location & Type Carrier Circuit Number Purchase Order Number (PON)	Company Name Pacific Bell CO Address 16208 S Vermont Ave Floor/Room City/State/Zip Gardena, CA NPA/NXX or LSO NCI GRDNCA01 W19 Interface Location & Type

Charges / Term

Item	Charge	Quantity	Total	Explanation
Monthly Recurring	\$9,000	3	\$27,000	01/00 / 004364 004365 004366
Installation (one time)	\$		\$	
Special Construction (one time)	\$		\$	
Cross Connect Fees	\$		\$	
Other (please explain)	\$		\$	
Term	<input checked="" type="checkbox"/> 12 Month <input type="checkbox"/> 36 Month <input type="checkbox"/> 60 Month <input type="checkbox"/> Other			
Cross Connects	<input checked="" type="checkbox"/> Customer to order all cross connects			

Contact Information

Initiator Phil Mottl	Phone 630 522 5348	Fax
Billing Brenda McKellar	Phone 469 259 2414	Fax
Service	Phone	Fax
Design/Technical Jon Harper	Phone 469 259 2648	Fax
Location 1 (From) Stephen Yang	Phone 213 927 9203	Fax
Location 2 (To)	Phone	Fax

Customer

Southern California Edison

Signature x <i>Richard H. Anderson</i>	Date 4/1/02	Signature x <i>Pedro J. Pizarro</i>	Date 4/1/02
(Name) VP Engineering & Operations	(Title)	(Name) Pedro J. Pizarro	(Title) VP & GM

For SCE Internal Use Only

ASR Number	Account Manager Greg Ertel
SCE Quotation Number	Phone Number 626-302-2360

ADDITIONAL SOUTHERN CALIFORNIA EDISON

INTERSTATE TYPE I / II SERVICE

Billing Information

Allegiance Telecom Worldwide
9201N Central Expressway
Dallas, TX 75231

Service Information

Desired Due Date 150 days from the date of execution

Order Type

Quantity 3

☒ New ☐ Change ☐ Cancel ☐ Disconnect

Service Type

☐ DS1

☐ DS3

☐ DS3 x 3

☐ OC3

☐ OC3c

☒ OC12

☐ OC12c

☐ OC48

☐ Wavelength

☐ Other

Special Instructions

1 of 7 ASRs comprising the L A Ring 1+1 card protection provided This location may be served by Type II Facilities

Service Location Information (Termination/Demarcation Points)

FROM (A)

TO (Z)

Company Name Allegiance

Address 818 W 7th St

Floor/Room

City/State/Zip

NPA/NXX or LSO

NCI LSA54W13

Interface Location & Type

Carrier Circuit Number

Purchase Order Number (PON)

Company Name Pacific Bell CO

Address 6900 S Vermont Ave

Floor/Room

City/State/Zip Los Angeles, CA, 90017

NPA/NXX or LSO

NCI LSA54W13

Interface Location & Type

Charges / Term

Item	Charge	Quantity	Total	Explanation
Monthly Recurring	\$9,000	3	\$27,000	
Installation (one time)	\$		\$	
Special Construction (one time)	\$		\$	
Cross Connect Fees	\$		\$	
Other (please explain)	\$		\$	

Term ☒ 12 Month ☐ 36 Month ☐ 60 Month ☐ Other

Cross Connects ☒ Customer to order all cross connects

Contact Information

Initiator Phil Mottl

Billing Brenda McKellar

Service

Design/Technical Jon Harper

Location 1 (From) Stephen Yang

Location 2 (To)

Phone 630 522 5348

Phone 469 259 2414

Phone 469 259 2648

Phone 213 927 9203

Phone

Fax

Fax

Fax

Fax

Fax

Fax

Customer

Southern California Edison

Signature

Date

Signature

Date

x

(Name)

(Title)

(Title)

(Title)

(Title)

(Title)

(Title)

(Title)

(Title)

(Title)

(Title)

(Title)

(Title)

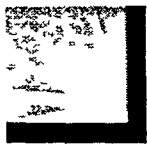
For SCE Internal Use Only

ASR Number

SCE Quotation Number

Account Manager Greg Ertel

Phone Number 626-302-2360



EDISON
CARRIER SOLUTIONS

ASR 5

Access Service Request (ASR)

DAVIDSON SCHLIER CORPORATION

INTERSTATE TYPE I SERVICE

Billing Information

Allegiance Telecom Worldwide
9201 N Central Expressway
Dallas, TX 75231

Service Information

Desired Due Date 150 days from date of execution	Order Type	
Quantity 3	<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel <input type="checkbox"/> Disconnect	
Service Type	<input type="checkbox"/> DS1 <input type="checkbox"/> DS3 <input type="checkbox"/> DS3 x 3 <input type="checkbox"/> OC3 <input type="checkbox"/> OC3c <input checked="" type="checkbox"/> OC12 <input type="checkbox"/> OC12c <input type="checkbox"/> OC48 <input type="checkbox"/> Wavelength <input type="checkbox"/> Other	

Special Instructions

1 of 7 ASRs comprising the L A Ring 1+1 card protection provided

Service Location Information (Termination/Demarcation Points)

FROM (A)	TO (Z)
Company Name Allegiance Address 818 W 7 th St Floor/Room Ste 320 City/State/Zip Los Angeles, CA 90017 'PA/NXX or LSO CI LSANCA54W13 Interface Location & Type Carrier Circuit Number Purchase Order Number (PON)	Company Name Pacific Bell CO Address 14800 Ventura Blvd Floor/Room City/State/Zip Sherman Oaks, CA NPA/NXX or LSO NCI SHOKCA01 W35 Interface Location & Type

Charges / Term

Item	Charge	Quantity	Total	Explanation
Monthly Recurring	\$9,000	3	\$27,000	01/00/ 004370 004371 004372
Installation (one time)	\$		\$	
Special Construction (one time)	\$		\$	
Cross Connect Fees	\$		\$	
Other (please explain)	\$		\$	
Term	<input checked="" type="checkbox"/> 12 Month <input type="checkbox"/> 36 Month <input type="checkbox"/> 60 Month <input type="checkbox"/> Other			
Cross Connects	<input checked="" type="checkbox"/> Customer to order all cross connects			

Contact Information

Initiator Phil Mottl	Phone 630 522 5348	Fax
Billing Brenda McKellar	Phone 469 259 2414	Fax
Service	Phone	Fax
Design/Technical Jon Harper	Phone 469 259 2648	Fax
Location 1 (From) Stephen Yang	Phone 213 927 9203	Fax
Location 2 (To)	Phone	Fax

Customer

Customer		Southern California Edison	
Signature	Date	Signature	Date
<i>Richard W Anderson</i>	4/11/02	<i>Pedro J Pizarro</i>	4/14/02
(Name)	(Title)	(Name)	(Title)
VP Engineering & Operations		Pedro J Pizarro	VP & GM

or SCE Internal Use Only

ASR Number	Account Manager Greg Ertel
SCE Quotation Number	Phone Number 626-302-2360



EDISON
CARRIER SOLUTIONS

45K 6

Access Service Request (ASR)

Division of SOUTHERN CALIFORNIA EDISON™

INTERSTATE TYPE I SERVICE

Billing Information

Allegiance Telecom Worldwide 9201 N Central Expressway Dallas, TX 75231	
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Service Information

Desired Due Date 150 days from date of execution	Order Type
Quantity 2	<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel <input type="checkbox"/> Disconnect
Service Type <input type="checkbox"/> DS1 <input type="checkbox"/> DS3 <input type="checkbox"/> DS3 x 3 <input type="checkbox"/> OC3 <input type="checkbox"/> OC3c <input checked="" type="checkbox"/> OC12 <input type="checkbox"/> OC12c <input type="checkbox"/> OC48 <input type="checkbox"/> Wavelength <input type="checkbox"/> Other	

Special Instructions

1 of 7 ASRs comprising the L A Ring 1+1 card protection provided
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Service Location Information (Termination/Demarcation Points)

FROM (A)	TO (Z)
Company Name Allegiance Address 818 W 7 th St Floor/Room Ste 320 City/State/Zip Los Angeles CA 90017 IPA/NXX or LSO JCI LSAACA54W13 Interface Location & Type Carrier Circuit Number Purchase Order Number (PON)	Company Name Verizon CO Address 3440 California Ave Floor/Room City/State/Zip Long Beach, CA NPA/NXX or LSO NCI LNBHCAXG W21 Interface Location & Type

Charges / Term

Item	Charge	Quantity	Total	Explanation
Monthly Recurring	\$9,000	2	\$18,000	01/00/004373
Installation (one time)	\$		\$	004374
Special Construction (one time)	\$		\$	
Cross Connect Fees	\$		\$	
Other (please explain)	\$		\$	
Term	<input checked="" type="checkbox"/> 12 Month <input type="checkbox"/> 36 Month <input type="checkbox"/> 60 Month <input type="checkbox"/> Other			
Cross Connects	<input checked="" type="checkbox"/> Customer to order all cross connects			

Contact Information

Initiator Phil Mottl	Phone 630 522 5348	Fax
Billing Brenda McKellar	Phone 469 259 2648	Fax
Service	Phone	Fax
Design/Technical Jon Harper	Phone 469 259 2648	Fax
Location 1 (From) Stephen Yang	Phone 213 927 9203	Fax
Location 2 (To)	Phone	Fax

Customer

Signature		Southern California Edison	
Signature	Date	Signature	Date
<i>Richard Anderson</i>	4/1/02	<i>Pedro J. Pizarro</i>	4/1/02
(Name)	(Title)	(Name)	(Title)
V.P. Engineering & Operations		Pedro J. Pizarro	VP & GM

For SCE Internal Use Only

ASR Number	Account Manager Greg Ertel
SCE Quotation Number	Phone Number 626-302-2360



EDISON
CARRIER SOLUTIONS

ASK 1

Access Service Request (ASR)

A Division of SOUTHERN CALIFORNIA EDISON SM

INTERSTATE TYPE I SERVICE

Billing Information

Allegiance Telecom Worldwide
9201 N. Central Expressway
Dallas, TX 75231

Service Information

Desired Due Date 150 days from the date of execution	Order Type
Quantity 2	<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel <input type="checkbox"/> Disconnect
Service Type <input type="checkbox"/> DS1 <input type="checkbox"/> DS3 <input type="checkbox"/> DS3 x 3 <input type="checkbox"/> OC3 <input type="checkbox"/> OC3c <input checked="" type="checkbox"/> OC12 <input type="checkbox"/> OC12c <input type="checkbox"/> OC48 <input type="checkbox"/> Wavelength <input type="checkbox"/> Other	

Special Instructions

1 of 7 ASRs comprising the L A Ring 1+1 card protection provided

Service Location Information (Termination/Demarcation Points)

FROM (A)	TO (Z)
Company Name Allegiance Address 818 W 7 th St Floor/Room Ste 320 City/State/Zip Los Angeles, CA 90017 NPA/NXX or LSO NCI LSANCA54W13 Interface Location & Type Carrier Circuit Number Purchase Order Number (PON)	Company Name Verizon CO Address 1501 Ocean Park Floor/Room City/State/Zip Santa Monica, CA NPA/NXX or LSO NCI SNMNCAXJ W08 Interface Location & Type

Charges / Term

Item	Charge	Quantity	Total	Explanation
Monthly Recurring	\$9,000	2	\$18,000	
Installation (one time)	\$		\$	
Special Construction (one time)	\$		\$	
Cross Connect Fees	\$		\$	
Other (please explain)	\$		\$	
Term	<input checked="" type="checkbox"/> 12 Month <input type="checkbox"/> 36 Month <input type="checkbox"/> 60 Month <input type="checkbox"/> Other			
Cross Connects	<input checked="" type="checkbox"/> Customer to order all cross connects			

01/00/00 4375
00 4376

Contact Information

Initiator Phil Mottl	Phone 630 522 5348	Fax
Billing Brenda McKellar	Phone 469 259 2414	Fax
Service	Phone	Fax
Design/Technical Jon Harper	Phone 469 259 2648	Fax
Location 1 (From) Stephen Yang	Phone 213 927 9203	Fax
Location 2 (To)	Phone	Fax

Customer

Southern California Edison

Signature	Date
x <i>Richard W. Ashman</i>	4/1/02
(Name)	(Title)
VP Engineering & Operations	
Signature	Date
x <i>Pedro J. Pizarro</i>	4/4/02
(Name)	(Title)
Pedro J. Pizarro	
VP GCM	

For SCE Internal Use Only

ASR Number	Account Manager Greg Ertel
SCE Quotation Number	Phone Number 626-302-2360



EDISON
CARRIER SOLUTIONS

A Division of SOUTHERN CALIFORNIA EDISONSM

ASK 8

Access Service Request (ASR)

INTERSTATE TYPE I SERVICE

Billing Information

*Allegiance Telecom Worldwide
9201 N Central Expressway
Dallas TX 75231

Service Information

Desired Due Date 150 days from Contract Execution		Order Type	
Quantity 2		<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel <input type="checkbox"/> Disconnect	
Service Type	<input type="checkbox"/> DS1 <input type="checkbox"/> DS3 <input type="checkbox"/> DS3 x 3 <input type="checkbox"/> OC3 <input type="checkbox"/> OC3c	<input checked="" type="checkbox"/> OC12 <input type="checkbox"/> OC12c <input type="checkbox"/> OC48 <input type="checkbox"/> Wavelength <input type="checkbox"/> Other	

Special Instructions

1 of 5 ASRs comprising the Orange County Ring 1+1 card protection provided

Service Location Information (Termination/Demarcation Points)

FROM (A)	TO (Z)
Company Name Allegiance Address 1251 E Dyer Road Floor/Room Ste 215 City/State/Zip Santa Ana CA JPA/NXX or LSO NCI SNANCACZW04 Interface Location & Type Carrier Circuit Number Purchase Order Number (PON)	Company Name Verizon CO Address 3440 California Ave Floor/Room City/State/Zip Long Beach, CA 90707 NPA/NXX or LSO NCI LNBHCAXGW21 Interface Location & Type

Charges / Term

Item	Charge	Quantity	Total	Explanation
Monthly Recurring	\$9,000	2	\$18,000	01/00/004378 004379
Installation (one time)	\$		\$	
Special Construction (one time)	\$		\$	
Cross Connect Fees	\$		\$	
Other (please explain)	\$		\$	
Term	<input checked="" type="checkbox"/> 12 Month <input type="checkbox"/> 36 Month <input type="checkbox"/> 60 Month <input type="checkbox"/> Other			
Cross Connects	<input checked="" type="checkbox"/> Customer to order all cross connects			

Contact Information

Initiator Phil Mottl	Phone 630 522 5348	Fax
Billing Brenda McKellar	Phone 469 259 2414	Fax
Service	Phone	Fax
Design/Technical Jon Harper	Phone 469 259 2648	Fax
Location 1 (From) Stephen Yang	Phone 213 927 9203	Fax
Location 2 (To)	Phone	Fax

Customer

Southern California Edison

Signature	Date	Signature	Date
x <i>Richard W. Anderson</i>	4/1/02	x <i>Pedro J. Pizarro</i>	4/4/02
(Name)	(Title)	(Name)	(Title)
	VP Engineering & Operations	Pedro J. Pizarro	VP LCM

For SCE Internal Use Only

ASR Number	Account Manager Greg Ertel
SCE Quotation Number	Phone Number 626-302-2360



EDISON
CARRIER SOLUTIONS

Access Service Request (ASR)

4387

A Division of SOUTHERN CALIFORNIA EDISON

INTERSTATE TYPE I SERVICE

Billing Information

Allegiance Telecom Worldwide
9201 N Central Expressway
Dallas TX 75231

Service Information

Desired Due Date 150 days from Contract Execution		Order Type	
Quantity 3		<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel <input type="checkbox"/> Disconnect	
Service Type	<input type="checkbox"/> DS1 <input type="checkbox"/> DS3 <input type="checkbox"/> DS3 x 3 <input type="checkbox"/> OC3 <input checked="" type="checkbox"/> OC12 <input type="checkbox"/> OC12c <input type="checkbox"/> OC48 <input type="checkbox"/> Wavelength <input type="checkbox"/> Other		

Special Instructions

1 of 5 ASRs comprising the Orange County Ring 1+1 card protection provided

Service Location Information (Termination/Demarcation Points)

FROM (A)	TO (Z)
Company Name Allegiance Address 1251 E Dyer Road Floor/Room Ste 215 City/State/Zip Santa Ana CA IPA/NXX or LSO NCI SNANCACZW04 Interface Location & Type Carrier Circuit Number Purchase Order Number (PON)	Company Name Pacific Bell CO Address 217 N Lemon St Floor/Room City/State/Zip Anaheim, CA 92805 NPA/NXX or LSO NCI ANHMC01W60 Interface Location & Type

Charges / Term

Item	Charge	Quantity	Total	Explanation
Monthly Recurring	\$9,000	3	\$27,000	01/00/004380
Installation (one time)	\$		\$	004381
Special Construction (one time)	\$		\$	004382
Cross Connect Fees	\$		\$	
Other (please explain)	\$		\$	
Term	<input checked="" type="checkbox"/> 12 Month <input type="checkbox"/> 36 Month <input type="checkbox"/> 60 Month <input type="checkbox"/> Other			
Cross Connects	<input checked="" type="checkbox"/> Customer to order all cross connects			

Contact Information

Initiator Phil Mottl	Phone 630 522 5348	Fax
Billing Brenda McKellar	Phone 469 259 2414	Fax
Service	Phone	Fax
Design/Technical Jon Harper	Phone 469 259 2648	Fax
Location 1 (From) Stephen Yang	Phone 213 927 9203	Fax
Location 2 (To)	Phone	Fax

Customer

Southern California Edison

Signature	Date	Signature	Date
x <i>Richard Anderson</i>	4/11/02	x <i>Pedro J. Lopez</i>	4/4/02
(Name)	(Title)	(Name)	(Title)
	VP Engineering & Operations	Pedro J Lopez	VP GCM

or SCE Internal Use Only

ASR Number	Account Manager Greg Ertel
SCE Quotation Number	Phone Number 626-302-2360



ASK 10

Access Service Request (ASR)

Division OUTLINE CARRIER SOLUTIONS

INTERSTATE TYPE I SERVICE

Billing Information

*Allegiance Telecom Worldwide
9201 N Central Expressway
Dallas TX 75231

Service Information

Desired Due Date 150 days from Contract Execution	Order Type	
Quantity 2	<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel <input type="checkbox"/> Disconnect	
Service Type	<input type="checkbox"/> DS1 <input type="checkbox"/> DS3 <input type="checkbox"/> DS3 x 3 <input type="checkbox"/> OC3 <input type="checkbox"/> OC3c	
	<input checked="" type="checkbox"/> OC12 <input type="checkbox"/> OC12c <input type="checkbox"/> OC48 <input type="checkbox"/> Wavelength <input type="checkbox"/> Other	

Special Instructions

1 of 5 ASRs comprising the Orange County Ring 1+1 card protection provided

Service Location Information (Termination/Demarcation Points)

FROM (A)	TO (Z)
Company Name Allegiance Address 1251 E Dyer Road Floor/Room Ste 215 City/State/Zip Santa Ana CA NPA/NXX or LSO NCI SNANCACZW04 Interface Location & Type Carrier Circuit Number Purchase Order Number (PON)	Company Name Pacific Bell CO Address 3580 Orange St Floor/Room City/State/Zip Riverside, CA 92501 NPA/NXX or LSO NCI RVSDCA01W26 Interface Location & Type

Charges / Term

Item	Charge	Quantity	Total	Explanation
Monthly Recurring	\$9,000	2	\$18,000	
Installation (one time)	\$		\$	
Special Construction (one time)	\$		\$	
Cross Connect Fees	\$		\$	
Other (please explain)	\$		\$	
Term	<input checked="" type="checkbox"/> 12 Month <input type="checkbox"/> 36 Month <input type="checkbox"/> 60 Month <input type="checkbox"/> Other			
Cross Connects	<input checked="" type="checkbox"/> Customer to order all cross connects			

01 / 00 / 004383
004584

Contact Information

Initiator Phil Mottl	Phone 630 522 5348	Fax
Billing Brenda McKellar	Phone 469 259 2414	Fax
Service	Phone	Fax
Design/Technical Jon Harper	Phone 469 259 2648	Fax
Location 1 (From) Stephen Yang	Phone 213 927 9203	Fax
Location 2 (To)	Phone	Fax

Customer

Southern California Edison

Signature	Date	Signature	Date
x <i>Richard Anderson</i>	4/1/02	x <i>Pedro J. Pizarro</i>	4/4/02
(Name)	(Title)	(Name)	(Title)
	V.P. Engineering & Operations	Pedro J. Pizarro	VP & GM

or SCE Internal Use Only

ASR Number	Account Manager Greg Ertel
SCE Quotation Number	Phone Number 626-302-2360



EDISON
CARRIER SOLUTIONS

ASK 11

Access Service Request (ASR)

A Division of SOUTHERN CALIFORNIA EDISON SM

INTERSTATE TYPE I SERVICE

Billing Information

Allegiance Telecom Worldwide
9201 N Central Expressway
Dallas, TX 75231

Service Information

Desired Due Date 150 days from Contract Execution		Order Type	
Quantity 1	<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel <input type="checkbox"/> Disconnect		
Service Type	<input type="checkbox"/> DS1 <input type="checkbox"/> DS3 <input type="checkbox"/> DS3 x 3 <input type="checkbox"/> OC3	<input type="checkbox"/> OC12c <input type="checkbox"/> OC48 <input type="checkbox"/> Wavelength	<input type="checkbox"/> OC3c <input type="checkbox"/> Other
	<input checked="" type="checkbox"/> OC12		

Special Instructions

1 of 5 ASRs comprising the Orange County Ring 1+1 card protection provided

Service Location Information (Termination/Demarcation Points)

FROM (A)	TO (Z)
Company Name Allegiance	Company Name Verizon CO
Address 1251 E Dyer Road	Address 6802 Westminster
Floor/Room Ste 215	Floor/Room
City/State/Zip Santa Ana CA	City/State/Zip Westminster, CA 92683
NPA/NXX or LSO	NPA/NXX or LSO
NCI SNANCACZW04	NCI WMSMCAXFW22
Interface Location & Type	Interface Location & Type
Carrier Circuit Number	
Purchase Order Number (PON)	

Charges / Term

Item	Charge	Quantity	Total	Explanation
Monthly Recurring	\$9,000	1	\$9,000	
Installation (one time)	\$		\$	
Special Construction (one time)	\$		\$	
Cross Connect Fees	\$		\$	
Other (please explain)	\$		\$	
Term	<input checked="" type="checkbox"/> 12 Month <input type="checkbox"/> 36 Month <input type="checkbox"/> 60 Month <input type="checkbox"/> Other			
Cross Connects	<input checked="" type="checkbox"/> Customer to order all cross connects			

01/00/004385

Contact Information

Initiator Phil Mottl	Phone 630 522 5348	Fax
Billing Brenda McKellar	Phone 469 259 2414	Fax
Service	Phone	Fax
Design/Technical Jon Harper	Phone 469 259 2648	Fax
Location 1 (From) Stephen Yang	Phone 213 927 9203	Fax
Location 2 (To)	Phone	Fax

Customer

Customer		Southern California Edison	
Signature	Date	Signature	Date
x <i>Richard A. ...</i>	4/1/02	x <i>Pedro J. ...</i>	4/1/02
(Name)	(Title)	(Name)	(Title)
V.P. Engineering & Operations		Pedro J. ...	VP & GM

For SCE Internal Use Only

ASR Number	Account Manager Greg Ertel
SCE Quotation Number	Phone Number 626-302-2360



EDISON
CARRIER SOLUTIONS

Access Service Request (ASR)

ASK 12

A DIVISION OF SOUTHERN CALIFORNIA EDISON

INTERSTATE TYPE I SERVICE

Billing Information

Allegiance Telecom Worldwide 9201 N Central Expressway Dallas, TX 75231

Service Information

Desired Due Date 150 days from Contract Execution Quantity 3	Order Type <input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel <input type="checkbox"/> Disconnect
Service Type <input type="checkbox"/> DS1 <input type="checkbox"/> DS3 <input type="checkbox"/> DS3 x 3 <input type="checkbox"/> OC3 <input type="checkbox"/> OC3c <input checked="" type="checkbox"/> OC12 <input type="checkbox"/> OC12c <input type="checkbox"/> OC48 <input type="checkbox"/> Wavelength <input type="checkbox"/> Other	

Special Instructions

1 of 5 ASRs comprising the Orange County Ring 1+1 card protection provided
--

Service Location Information (Termination/Demarcation Points)

FROM (A)	TO (Z)
Company Name Allegiance Address 1251 E Dyer Road Floor/Room Ste 215 City/State/Zip Santa Ana CA NPA/NXX or LSO NCI SNANCACZW04 Interface Location & Type Carrier Circuit Number Purchase Order Number (PON)	Company Name Pacific Bell CO Address 4918 Irvine Center Dr Floor/Room City/State/Zip Irvine, CA 92714 NPA/NXX or LSO NCI IRVNCA01W16 Interface Location & Type

Charges / Term

Item	Charge	Quantity	Total	Explanation
Monthly Recurring	\$9,000	3	\$27,000	
Installation (one time)	\$		\$	
Special Construction (one time)	\$		\$	
Cross Connect Fees	\$		\$	
Other (please explain)	\$		\$	
Term	<input checked="" type="checkbox"/> 12 Month <input type="checkbox"/> 36 Month <input type="checkbox"/> 60 Month <input type="checkbox"/> Other			
Cross Connects	<input checked="" type="checkbox"/> Customer to order all cross connects			

01/00 / 004386
004387
004388

Contact Information

Initiator Phil Mottl Billing Brenda McKellar Service Design/Technical Jon Harper Location 1 (From) Stephen Yang Location 2 (To)	Phone 630-522-5348 Phone 469-259-2414 Phone Phone 469-259-2648 Phone 213-927-9203 Phone	Fax Fax Fax Fax Fax Fax
--	--	--

Customer

Customer		Southern California Edison	
Signature	Date	Signature	Date
x <i>Richard W. Ockman</i>	4/1/02	x <i>Pedro J. Pizarro</i>	4/4/02
(Name)	(Title)	(Name)	(Title)
	VP Engineering & Operations	Pedro J Pizarro	VP GM

-or SCE Internal Use Only

ASR Number SCE Quotation Number	Account Manager Greg Ertel Phone Number 626-302-2360
------------------------------------	---


EDISON
 CARRIER SOLUTIONS

Access Service Request (ASR)

A Division of SOUTHERN CALIFORNIA EDISON SM

INTERSTATE TYPE I SERVICE

Billing Information

 Allegiance Telecom Worldwide
 9201 N Central Expressway
 Dallas TX 75231

Service Information

Desired Due Date 150 days from date of execution

Order Type

Quantity 2

☒ New ☐ Change ☐ Cancel ☐ Disconnect

Service Type

☐ DS1

☐ DS3

☐ DS3 x 3

☐ OC3

☐ OC3c

☒ OC12

☐ OC12c

☐ OC48

☐ Wavelength

☐ Other

Special Instructions

1 of 7 ASRs comprising the L A Ring 1+1 card protection provided

Service Location Information (Termination/Demarcation Points)

FROM (A)

 Company Name Allegiance
 Address 3440 California Ave
 Floor/Room
 City/State/Zip Long Beach, CA
 JPA/NXX or LSO
 NCI LNBHCAXG W21
 Interface Location & Type
 Carrier Circuit Number
 Purchase Order Number (PON)

TO (Z)

 Company Name Verizon CO
 Address 211 W D St
 Floor/Room
 City/State/Zip Ontario, CA
 NPA/NXX or LSO
 NCI ONTRCAXF W31
 Interface Location & Type

Charges / Term

Item	Charge	Quantity	Total	Explanation
Monthly Recurring	\$9,000	2	\$18,000	
Installation (one time)	\$		\$	
Special Construction (one time)	\$		\$	
Cross Connect Fees	\$		\$	
Other (please explain)	\$		\$	

 01/0D/ 004389
 004390

 Term ☒ 12 Month ☐ 36 Month ☐ 60 Month ☐ Other

 Cross Connects ☒ Customer to order all cross connects

Contact Information

Initiator Phil Mottl	Phone 630 522 5348	Fax
Billing Brenda McKellar	Phone 469 259 2414	Fax
Service	Phone	Fax
Design/Technical Jon Harper	Phone 469 259 2648	Fax
Location 1 (From) Stephen Yang	Phone 213 927 9203	Fax
Location 2 (To)	None	Fax

Customer

Southern California Edison

Signature	Date	Signature	Date
x Richard H. Adams	4/1/02	x Pedro J. Pizarro	4/4/02
(Name)	(Title)	(Name)	(Title)
V-P Engineering & Operations		Pedro J. Pizarro	V-P GCM

For SCE Internal Use Only

ASR Number	Account Manager Greg Ertel
SCE Quotation Number	Phone Number 626-302-2360

ORIGINAL

COMMUNICATIONS TRANSPORT SERVICES AGREEMENT

BY AND BETWEEN

SOUTHERN CALIFORNIA EDISON COMPANY

AND

ALLEGIANCE TELECOM COMPANY WORLDWIDE

DATED MARCH 24, 2002

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COMMUNICATIONS TRANSPORT SERVICES AGREEMENT

This Communications Transport Services Agreement (this "Agreement") is made and entered into this 24th day of March, 2002, by and between SOUTHERN CALIFORNIA EDISON COMPANY, a California corporation (hereinafter referred to as "SCE"), through its Carrier Solutions Group, whose principal place of business is at 2244 Walnut Grove Avenue Rosemead California, 91770, and ALLEGIANCE TELECOM COMPANY WORLDWIDE, on behalf of itself and its operating subsidiaries and affiliates, a Delaware corporation (hereinafter referred to as "Customer"), whose place of business is at 9201 North Central Expressway, Dallas Texas 75231 Each of Customer and SCE is referred to herein as a "Party" and collectively, the "Parties "

WITNESSETH

WHEREAS, SCE owns and operates telecommunications facilities within the State of California is in the business of providing dedicated transport services, and is desirous of providing dedicated transport services, as hereinafter described, to Customer on SCE facilities pursuant to certain terms and conditions set forth in this Agreement, and

WHEREAS, Customer is desirous of having SCE provide such dedicated transport services pursuant to such terms and conditions

NOW, THEREFORE in consideration of the mutual promises and covenants herein contained, the Parties hereby mutually agree as follows

ARTICLE 1 DEFINITIONS

The terms used in this Agreement shall have their normal or common meaning except that words having well-known technical or industry meanings shall have such meanings and the following terms shall have the following meanings for the purpose of this Agreement

(a) Acceptance - Occurrence of an event constituting acceptance by Customer of a Circuit provided to Customer under this Agreement, as defined in Appendix 3

(b) Access Service Request ("ASR") - The capacity order for Service which delineates the type of Service, location served, Point of Termination, protocols, Capacity Term, requested Start of Service Date, and other information specific to the applicable capacity order The Access Service Request is attached as Appendix 7

(c) Agreement - This Communications Transport Services Agreement, including any attached Schedules, Appendices, and Exhibits

(d) Billing Period - A calendar month for which charges are incurred under this agreement as further discussed in Article 5

- (e) Carrier - An entity that provides telecommunications services to the public for hire
- (f) Central Office - A common carrier switching center in which trunks and loops are terminated and switched
- (g) Channel - A communications path between two or more points of termination
- (h) Circuit - The individual telecommunications facility included as part of the Service
- (i) Capacity Term - The term for which Dedicated Capacity is ordered hereunder by Customer, as specified in Appendix 5
- (j) Circuit Facility Assignment - The channel or time slot used to provide a Service
- (k) Collocation - Carrier facilities and/or equipment located in another carrier's facility
- (l) Communications System - Denotes channels and other facilities which are capable of communications between terminal equipment provided by an entity other than SCE
- (m) Construction Interval - An interval of time or a specific date agreed to by the Parties by which construction of requested New Network Facilities is to be completed and ready for Customer testing
- (n) CPUC - The California Public Utilities Commission
- (o) Customer Claim - A third-party claim as defined in Section 9.2.1
- (p) Customer Designated Premises - The premises specified by Customer for termination of Service
- (q) Dedicated Capacity - A Circuit or other unit of capacity of the Service that has been provided to Customer by SCE subject to the terms of this Agreement, as described in Appendix 5, during the Capacity Term applicable to that capacity
- (r) Dedicated Transport - A method for a Customer to connect two or more locations with dedicated (non-switched) telecommunications services
- (s) Demarcation Point - The point at which SCE's responsibility to provide equipment and service ends and where Customer's or Customer's End-User responsibilities begin, identified as the interface between SCE and Customer at Customer's Point of Presence, the local exchange carrier's central office, a long-distance carrier's point of presence or End-User

sites on the ASR, as defined in Part 68 of the Federal Communications Commission's Rules and Regulations

(t) Design Layout Record ("DLR") - A description of the engineering assignments for the Demarcation Points

(u) Emergency Maintenance - Maintenance that, if not accomplished promptly by SCE could result in a serious degradation or loss of service to Customer or the End User

(v) End-User - A user to whom Customer will provide telecommunications services utilizing, in part, the Services provided by SCE to Customer under this Agreement

(w) Exchange - A group of lines in a unit generally smaller than a LATA established by SCE for the administration of communications service in a specified area. An Exchange may consist of one or more central offices together with the associated facilities used in furnishing communications service within that area.

(x) Facilities - Any cable, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc., utilized to provide the service offered under this Agreement.

(y) FCC - The Federal Communications Commission

(z) Firm Order Confirmation ("FOC") - SCE's confirmation of an order and a due date for Service to be completed and ready for Customer testing

(aa) Force Majeure - An event beyond the control of a Party that causes such Party's failure to perform any material obligation under this Agreement, as further described in Article 15

(bb) Installation Costs - SCE's costs related to installing facilities for and commencing the Service

(cc) Interruption Period - The period defined in Appendix 2, Section 3.2

(dd) Letter of Agency ("LOA") - A letter sent by one Party to an Incumbent Local Exchange Carrier ("ILEC") or another Competitive Access Provider ("CAP") authorizing the other Party to act as agent for the Party in obtaining access to the ILEC's or CAP's telecommunications facilities

(ee) Local Access and Transport Area ("LATA") - A geographic area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192, or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff FCC No. 4

(ff) Minimum Service Commitment - The minimum level of Service that Customer shall be obligated to order under this Agreement, as set forth in Appendix 5

(gg) Network - The telecommunications network of either of the Parties as the context requires

(hh) Network Facilities - Facilities of SCE that are used in providing the Service, including existing facilities as well as New Network Facilities to be constructed pursuant to Article 3

(ii) New Network Facilities - Network Facilities to be constructed at the request of Customer pursuant to Article 3 in order to provide the Service to Central Offices POPs or Customer Designated Premises not currently served by SCE's Network Facilities

(jj) On-Net - Customer and End User locations served directly by SCE's Network Facilities

(kk) Off-Net - One or more Customer or End User locations not served directly by SCE's Network Facilities

(ll) Planned Service Outage - Any Service Outage caused by scheduled maintenance or planned enhancements or upgrades to the Network

(mm) Point of Presence ("POP") - A specific location at which Customer terminates and/or originates its Service. A POP may be located at a Central Office or at some other location designated by Customer

(nn) Premises - A physical space where service provided by SCE is terminated. Premises may consist of a building or buildings on contiguous property, not separated by a public highway or right-of-way. Premises where the Service is to be terminated pursuant hereto are Customer Designated Premises

(oo) Required Rights - All rights, licenses, permits, authorizations, rights-of-way, easements and other agreements necessary to permit SCE to provide the Service, other than such rights, licenses, permits, authorizations, rights-of-way, easements, and other agreements necessary for interconnection with other common carriers, as set forth in Section 4.2

(pp) Service - SCE-provided Dedicated Transport telecommunications service as agreed to by Customer and SCE, as further described in Appendix 4 and as specifically identified on the ASR

(qq) Service Outage - A Service interruption meeting the definition set forth in Appendix 2, Section 3.2

(rr) Special Construction Charges - One-time fees associated with New Network Facilities

(ss) Start of Service Date - The next day after the later of (a) the date of Acceptance (as defined in Appendix 3), (b) the date of approval of the Agreement, to the extent

approval of this Agreement is required by law or regulation, or (c) such date as may be requested by Customer and agreed upon by SCE

(tt) Tariff - A statement of standard terms and pricing for telecommunications services filed by SCE with the CPUC (intrastate tariff) or with the Federal Communications Commission (interstate tariff)

(uu) Terminal Equipment - Telecommunications devices, apparatus and associated wiring on Customer Designated Premises

(vv) Termination Liability - Liability of Customer for early termination of any Service provided hereunder, as specified in Appendix 5

ARTICLE 2 SERVICE

SCE shall provide the Service described in Appendix 4 to Customer in accordance with the following procedures, terms, and conditions

2.1 Performance Specifications SCE will use commercially reasonable efforts to maintain the quality of its network, SCE will not be responsible for any third party networks. The quality of the Service provided by SCE will be consistent in all material respects with industry standards, government regulations, and sound business practices, including the specifications set forth in Appendix 1. SCE will be responsible for performance monitoring and maintenance as set forth in Appendix 2.

2.2 Application for Service Service shall be installed by arrangement between SCE and Customer. To obtain Service, Customer must complete an ASR, in accordance with Appendix 3. Provision of the Service requiring New Network Facilities will be in accordance with Article 3. Other than interconnections, which are described in Article 4, SCE does not use capacity on the networks of other Carriers or providers to provide Service except by separate written agreement.

2.3 Selection of Equipment SCE may substitute, change, or rearrange telecommunications equipment or facilities used in providing Service as long as the quality of Service or type of Service is not impaired or changed.

2.4 Limitations on Service Service is offered subject to the availability of the necessary facilities and/or equipment. SCE may in its sole discretion decline a request for Service to or from a location where facilities or equipment are not available, or are not available on an economically feasible basis, in the best business judgment of SCE. SCE may discontinue furnishing Service in accordance with the terms of this Agreement.

2.5 Use of Service, Equipment

2.5.1 Service may be used by Customer for any lawful purpose for which the Service is technically suited.

2 5 2 Nothing herein or in the provision of the Service shall give Customer any property right or interest in the use of any specific type of facility, service, equipment, number, process, or code used in the provision of the Service All right, title, and interest in and to such items remain, at all times, solely with SCE

2 5 3 SCE's equipment, apparatus, channels, and lines shall be carefully used Equipment furnished by SCE shall be returned to SCE whenever requested, within a reasonable period following the request, in good condition (subject to reasonable wear and tear) Customer is required to reimburse SCE for any loss of, or damage to, the facilities or equipment on Customer's premises, including without limitation, loss or damage caused by agents, employees or independent contractors of Customer through any negligence

2 5 4 Recording of telephone conversations carried over the Service or any facility provided by SCE hereunder is prohibited except as authorized by applicable federal, state, and local laws

2 5 5 Any Service provided hereunder may be resold to other persons at Customer's option Customer remains solely responsible for all use of service ordered by it or billed to its account pursuant hereto, for determining who is authorized to use its service, and for promptly notifying SCE of any unauthorized use Customer shall not represent that SCE jointly participates with Customer in the provision of the service

2 6 Discontinuation of Service

2 6 1 By Customer In the event of a discontinuation by Customer, Customer shall be responsible for payment of all bills for Service furnished until the disconnection date specified by Customer or until the date that the written disconnection notice is received, whichever is later along with any applicable Termination Liability, as set forth in Appendix 5

2 6 2 By SCE In addition to any other rights of SCE hereunder, SCE may discontinue an affected Service promptly following written notice and without incurring any liability, in the event of

(a) SCE's inability to obtain or maintain a Required Right using reasonable efforts,

(b) Condemnation of any material portion of the facilities used by SCE to provide Service to Customer, or a casualty that renders all or any material portion of such facilities inoperable beyond feasible repair,

(c) A decision by the CPUC that results in a material change in this Agreement or impairs SCE's ability to perform its obligations or receive expected benefits hereunder

2 6 3 Restoration of Service

(a) If Service has been discontinued for nonpayment or as otherwise provided herein and Customer wishes it continued, Service shall, at SCE'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 and Customer pays a deposit at SCE's discretion. Nonrecurring charges apply to restored services.

(b) Restoration of disrupted communications services shall be in accordance with Federal Communications Commission Rules and Regulations, which specify the priority system for such activities.

2 7 Obligations of Customer

2 7 1 Minimum Service Commitment Customer shall satisfy the Minimum Service Commitment for On-Net Services set forth in Appendix 5, and Customer agrees to be bound by the provisions thereof, including all penalties and remedies available to SCE for Customer's failure to satisfy the Minimum Service Commitment.

2 7 2 Preferred Provider Status During the term of this Agreement and any renewals SCE shall be accorded preferred provider status within Los Angeles and Orange County markets for SONET service at hub and switch locations. To the extent that Customer desires additional capacity between the terminus points identified in the Appendix 12 ASRs, Customer shall obtain such additional capacity from SCE if SCE is willing to provide the capacity at the prices shown in Appendix 5, Section 7.

2 7 3 Control of Facilities Customer shall be responsible for arranging access to its premises at times mutually agreeable to SCE and Customer when required for installation, repair, maintenance, inspection or removal of equipment associated with the provision of Service. Customer shall be responsible for maintaining its Terminal Equipment and associated facilities in good operating condition. Customer shall be responsible for all calls placed by or through Customer's equipment by any person.

2 7 4 Customer Services Customer shall be responsible for its own expense for the overall design of its services to its customers and for any redesigning or rearrangements of its services that may be required because of changes in facilities, operations, or procedures of SCE minimum protection criteria or operating or maintenance characteristics of the facilities.

2 7 5 Payment As compensation for the Services provided by SCE, Customer shall pay the recurring and non-recurring charges set forth herein and/or in any ASR according to the terms set forth in Article 5 and Appendix 5.

2 7 6 Network Contingency Coordination Customer shall, in cooperation with SCE, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters that affect telecommunications service.

2 7 7 Damages In addition to any other remedies, payment, or liability, Customer shall reimburse SCE for damages to SCE facilities utilized to provide services under this Agreement caused by the negligence or willful act of Customer, or resulting from improper use of SCE's facilities or due to malfunction of any facilities or equipment provided by other than SCE, except that Customer shall not be liable for actions of another customer of SCE

2 7 8 Equipment Space and Power As described in Appendix 6, Customer shall furnish to SCE, at no charge, equipment space and electrical power required by SCE to provide the Service under this Agreement at the points of termination of such Service owned or operated by Customer In Central Offices and POPs not owned or operated by Customer, SCE shall provide the equipment space and electrical power required to provide the Service under this Agreement

ARTICLE 3 CONSTRUCTION OF NEW NETWORK FACILITIES

In the event that the Service requires provision of Circuits terminating at one or more locations not served by existing Network Facilities, SCE may provide New Network Facilities in accordance with the following terms and conditions, in addition to other applicable provisions of this Agreement

3 1 Current Requests for New Facilities Appendix 6 sets forth those portions of the Service requiring New Network Facilities that have been agreed to by SCE as part of this Agreement, including applicable charges and Construction Intervals For the New Network Facilities listed in Appendix 6, the start date of the Construction Interval shall be the date this Agreement is made and entered into, as shown on the first page hereof

3 2 Future Requests for New Facilities In addition to the New Network Facilities included in Appendix 6, Customer may, during the term hereof, request Circuits requiring New Network Facilities by completing an RFQ in accordance with the ordering procedures set forth in Appendix 3, Section B

3 3 Failure to Meet Construction Completion Date In the event that SCE does not deliver the New Network Facilities or provide the requested Service using comparable alternative means within thirty (30) days after the end of the Construction Interval, then either SCE or, provided that the failure to deliver the Service was not due to any act or omission on the part of Customer, Customer may terminate the request for the affected Service without further obligation with respect to such Service or Customer may elect to receive a credit equal to the first month recurring charge for the requested Service in lieu of any other payment or liability In the event the requested Service not delivered by SCE as described in this Section prevents Customer from fulfilling the Minimum Service Commitment, then SCE shall reduce the Minimum Service Commitment by the amount of the requested Service In the event of Service termination by Customer pursuant to this Section, Customer shall not be subject to any Termination Liability for the affected Service and SCE shall not be subject to any liability, but shall bear its own costs related to the affected Service

3.4 Parties' Responsibilities for Construction of New Facilities SCE shall have sole discretion with respect to the design, engineering, installation, and construction of the New Network Facilities, which shall be in accordance with industry standards and building construction, and safety codes. Customer shall provide SCE and its representatives, agents, and contractors access to Customer facilities and Customer Designated Premises in accordance with the Service Level Agreement for purposes of construction of the New Network Facilities.

ARTICLE 4 INTERCONNECTION

4.1 Service furnished by SCE may be interconnected with services or facilities of other communications common carriers and with private systems, subject to technical limitations established by SCE. Service furnished by SCE is not part of a joint undertaking with such other common carriers or systems. SCE does not undertake to re-engineer its services in order to provide any special or unusual facilities, equipment, or services to enable Customer to interconnect the facilities or the equipment of SCE with services or facilities of other common carriers or with private systems.

4.2 Interconnection, including cross-connection, with the services or facilities of other common carriers shall be under the terms and conditions of applicable tariffs. Customer is responsible for taking all necessary legal steps for interconnecting its Customer-provided terminal equipment or communications systems with other common carrier's facilities. Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.

4.3 SCE shall identify a Demarcation Point for interconnecting with the Customer's network in the DLR. Customer shall provide the equipment and cabling necessary to connect to the Customer side of the Demarcation Point. SCE shall not be responsible for the performance, operation, testing, or troubleshooting of any facility on Customer's side of the Demarcation Point. Customer shall ensure that the facilities or equipment provided by Customer are properly interconnected with the facilities or equipment of SCE. If Customer maintains or operates the interconnected facilities or equipment in a manner that results or may result in harm to SCE's communications facilities, equipment, personnel, or the quality of such service, SCE may, upon written notice, require the use of protective equipment at Customer's expense. If this written notice fails to eliminate the actual or potential harm, SCE may, upon written notice, terminate the existing Service of Customer.

4.4 SCE shall, on behalf of and only upon Customer's request, obtain telecommunications facilities connecting Customer to a POP using a vendor selected by SCE. Customer will execute an LOA on such form as is provided by SCE, authorizing SCE to obtain directly the telecommunications facilities. Customer shall be responsible for charges, including, without limitation, monthly charges, usage charges, installation charges, non-recurring charges, and applicable termination/cancellation liabilities that are reasonably estimated in the response to Customer's RFQ or in the ASR, as described in Appendix 3, Section B.

ARTICLE 5 BILLING AND PAYMENT

5.1 All Charges hereunder, including all Service fees, surcharges and taxes of any kind, shall be deemed to be incurred as of the Start of Service Date. SCE shall bill in advance charges for all services to be provided during the ensuing Billing Period. Adjustments for quantities of the Service established or discontinued within any Billing Period will be prorated to the number of days from and including the Start of Service Date, or to and including the final date of the Service in question, as appropriate, based on a 30-day month. For any quantities of the Service established within a Billing Period, the prorated charges associated with such Billing Period will be added to the bill for the ensuing Billing Period. SCE will, upon request and if available, furnish such detailed information as may reasonably be required for verification of the bill.

5.2 In the event that a billing dispute occurs concerning any charges billed to Customer by SCE, Customer must submit a documented claim for the disputed amount and pay the undisputed amounts in a timely manner. Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to SCE within 90 days of the bill date for those Services. If Customer does not submit a claim as stated above, Customer waives all rights to filing a claim thereafter. SCE may not bill Customer for services more than ninety (90) days before the bill date, unless SCE already billed for the services, but Customer has not made payment.

5.3 If a billing dispute is resolved in favor of Customer and Customer has withheld the disputed amount, no interest credits or penalties will apply. If a dispute is resolved in favor of SCE and Customer has withheld the disputed amount, any payments withheld pending settlement of the disputed amount shall be subject to the late penalty as set forth in Section 5.5.

5.4 Billing disputes are not subject to the negotiation and mediation procedures set forth in Section 21.2 of this Agreement.

5.5 All bills for Service provided to Customer by SCE are due upon receipt and are payable in immediately available funds. If any portion of the payment has not been received by SCE thirty (30) days after the invoice postmark date, or if any portion of the payment is received by SCE in funds which are not immediately available to SCE, then a late payment penalty shall be due SCE. The late factor shall be the maximum amount allowable by law, but not more than 1% per month or 12% annually. In the event of nonpayment, SCE reserves the right to assign the late balance to a collection agency and Customer agrees to reimburse SCE for reasonable costs and expenses incurred. SCE may declare Customer to be in default of this Agreement ninety-five (95) days after the bill date if SCE has not received a payment and late penalty by that date or a timely billing dispute claim.

ARTICLE 6 TEST AND PERFORMANCE STANDARDS

6.1 SCE may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this Agreement are being complied with in the installation, operation, or maintenance of Customer's or SCE's facilities or equipment.

6.2 Upon reasonable notice, SCE shall be given access to the facilities or equipment provided by SCE for such tests and adjustments as may be necessary for their maintenance and repair in a condition satisfactory to SCE. Testing, maintenance and repair related to the Service will be conducted as set forth in Appendix 2.

ARTICLE 7 EQUIPMENT AND INSTALLATION

7.1 SCE shall provide, install, maintain, repair, operate, and control the telecommunications equipment necessary for providing the Service. Unless otherwise agreed to in writing, SCE shall be solely responsible for Circuit Facility Assignments on the SCE side of the Demarcation Point. SCE shall use commercially reasonable efforts to procure and maintain all Required Rights for the installation of SCE's equipment to provide the Service to the Point of Termination. Customer shall be responsible for arranging rights-of-entry from owners or managers of any Customer Designated Premises to which Customer has rights of access, and for obtaining any permits or licenses related to such Premises. Customer-provided equipment space and conduit, if applicable, will be specified in one or more separate collocation agreements.

7.2 Notwithstanding any provision of this Agreement to the contrary, if Customer provides its own telecommunications equipment, SCE shall have no obligation to install, maintain, or repair such Customer equipment.

7.3 Neither Party shall adjust, align, or attempt to repair, the other Party's telecommunications equipment except as expressly authorized in advance in writing by the other Party. Neither Party's telecommunications equipment shall be removed or relocated by the other Party. Notwithstanding anything to the contrary herein, SCE shall not be responsible for repairs of any damage caused by Customer, its affiliates, officers, employees, or agents.

7.4 SCE's telecommunications equipment, including all New Network Facilities, shall remain the sole and exclusive property of SCE or its assignee, and nothing contained herein shall give or convey to Customer any right, title, or interest whatsoever in such telecommunications equipment, which shall at all times be and remain personal property notwithstanding that it may be or become attached to or embedded in realty.

ARTICLE 8 WARRANTIES, LIMITATION OF LIABILITY

8.1 SCE warrants to Customer that all Service rendered by it hereunder shall be designed, produced, installed, furnished and in all respects provided and maintained in conformance and compliance with applicable federal, state, and local laws, administrative and regulatory

requirements and any other governmental authorities having jurisdiction over the subject matter of this Agreement and it shall be responsible for applying for, obtaining and maintaining all registrations and certifications which may be required by such authorities to provide the Service

8.2 The warranties and remedies set forth in this Agreement constitute the only warranties and remedies with respect to this Agreement. SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE

8.3 Limitation of Liability

8.3.1 Customer's sole and exclusive remedy for Service Outages or any interruption, degradation or failure of the service shall be the applicable credits set forth in Appendix 2. The entire liability of SCE for damages under this Agreement, for any cause of action, whether in contract or tort (excluding intentional wrongdoing), shall not exceed an amount equal to the net charges (calculated on a proportionate basis where appropriate) paid under this Agreement during the three months immediately preceding the event out of which the liability arose

8.3.2 IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING LOSS OF CUSTOMERS OR GOOD WILL, OR LOST REVENUE OR PROFITS), FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, ARISING IN ANY MANNER FROM THIS AGREEMENT OR THE PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS HEREUNDER, REGARDLESS OF THE CAUSE OR FORESEEABILITY THEREOF

8.3.3 When the services or facilities of other common carriers are interconnected or cross-connected with SCE's facilities or equipment, SCE shall not be liable for any interruption, delay, error, defect, or injury resulting from such other common carriers or their agents, contractors or employees

8.3.4 SCE shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by Customer, or Customer's agents, End Users, or customers, or by facilities or equipment provided by Customer

ARTICLE 9 INDEMNIFICATION

9.1 Indemnification by Customer Customer's obligation to defend and indemnify SCE is contingent upon (a) SCE providing Customer prompt written notice of any claim, and (b) SCE providing Customer, at Customer's expense, all information and assistance requested by Customer to settle, defend, or bring a countersuit in conjunction with any claim. Customer shall indemnify, defend, and hold harmless SCE and its parent company, affiliates, employees, directors, officers, and agents (including as to reasonable attorney's fees and other costs) from and against

(a) Claims, demands or liability 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 SCE's facilities or equipment,

(b) Claims, demands or liability for patent infringement arising from combining or connecting SCE's facilities or equipment with facilities, equipment, apparatus, or systems of Customer,

(c) Any claims, demands or liability by End Users arising out of or relating to any defect in the Service, and

(d) All other claims, demands or liability (including, without limitation, administrative complaints, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or omission of Customer, or Customer's agents, End Users or customers, in connection with any service, facilities, or equipment provided by SCE to Customer

9.2 Indemnification by SCE

9.2.1 SCE, at its expense, will defend Customer from and against any third party claim action, suit, or proceeding alleging that the Service provided by SCE to Customer hereunder, when used in conformity with all applicable written instructions and documentation, infringes any U.S. patent, trademark, or copyright or constitutes misappropriation of a trade secret under U.S. law except for claims covered by Section 9.1 (a "Customer Claim"). SCE will indemnify Customer for damages finally awarded against Customer or agreed to by SCE in settlement of such Customer Claim, and for Customer's reasonable costs incurred as a result of such Customer Claim. SCE shall have the exclusive right to defend, countersue, or settle any such Customer Claim and to collect all damages, costs, fees and other charges awarded from any such Customer Claim. SCE's obligation to defend and indemnify Customer is contingent upon (a) Customer providing SCE prompt written notice of any Customer Claim, and (b) Customer providing SCE, at SCE's expense, all information and assistance requested by SCE to settle, defend, or bring a countersuit in conjunction with any Customer Claim.

9.2.2 Notwithstanding anything to the contrary herein, SCE shall have no obligation to defend or indemnify Customer for any Customer Claim arising out of or relating to (a) designs or specifications provided by Customer, (b) modifications to any service or product provided hereunder made by or on behalf of Customer where but for such modifications there would have been no claim of infringement or misappropriation, (c) use of any service or product provided hereunder in combination with any other products or services where but for this combination there would have been no claim of infringement or misappropriation, or (d) transmission of Customer supplied content, data, or other information. Customer shall defend, indemnify and hold SCE harmless from and against any Customer Claims covered by the exclusions set forth in this Subsection.

9.2.3 If Customer's indemnified use of any of the Service is enjoined or otherwise prohibited, or if SCE reasonably believes that there exists a threat of the same, SCE shall have

the right, in its sole discretion and at its expense, in addition to its indemnification obligations above, to (i) obtain for Customer the right to continue to use the affected Service, (ii) replace the affected Service with a non-infringing service, (iii) modify the affected Service so that it becomes non-infringing, or (iv) terminate provision of the affected Service and/or terminate this Agreement, provided that in no event shall Customer incur any early termination charges pursuant to Appendix 5 of this Agreement for such termination

9 2 4 Notwithstanding anything to the contrary herein, no software is being licensed or otherwise provided to Customer under this Agreement Any provision of software as an adjunct to any services provided hereunder shall be subject to a separate agreement between Customer and SCE

9 2 5 THIS SECTION SETS FORTH THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER, AND THE ENTIRE OBLIGATION AND LIABILITY OF SCE, AS TO ANY CLAIMS OF INFRINGEMENT OR MISAPPROPRIATION OF THIRD PARTY RIGHTS IN CONNECTION WITH ANY SERVICES, PRODUCTS, OR OTHER DELIVERABLES PROVIDED HEREUNDER

ARTICLE 10. DEFAULT

10 1 A Party shall be deemed in default of this Agreement upon the occurrence of any one or more of the following events

(a) The Party's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, of failing to discharge an involuntary petition within the time permitted by law,

(b) Customer's violation of any law, rule, regulation, or any policy of any government authority having jurisdiction over Service, which violations are not remedied within ten (10) business days after written notification thereof, unless such cure period is inconsistent with any other legal requirement,

(c) Customer's neglect or refusal to provide reasonable access to SCE for the purpose of inspection and maintenance of equipment owned by SCE, provided, however, that SCE may only terminate this Agreement after providing written notice of the default and giving the Customer seven (7) days to provide the requested access,

(d) Customer's fraudulent use of SCE's Network,

(e) Use by Customer of the equipment or network provided by SCE in such a manner as to adversely affect SCE's equipment or SCE's service to others, where such use has not ceased within twenty-four (24) hours after written notice is given, or

(f) A Party fails to perform its other obligations under this Agreement and such nonperformance is not remedied within (15) days after notice thereof, except for payment defaults, for which no cure periods in addition to those described in Article 5 shall be available

10.2 In addition to all remedies available at law or in equity, the non-defaulting Party hereunder may terminate this Agreement upon the occurrence of a default subject to applicable notice and cure periods

ARTICLE 11 TARIFFS

11.1 Terms used in this Agreement are as Defined in SCE's Tariffs All terms used in this Agreement are as defined in SCE's Tariffs unless otherwise defined herein. All standard terms and conditions for Dedicated Transport contained in the Tariffs apply to this Agreement, except as expressly stated otherwise herein. Rates and other terms and conditions for services, features, and products not provided for in this Agreement will be as provided under the applicable SCE Tariff or published price list.

11.2 Detariffing If prior to the expiration of the Term of this Agreement, SCE withdraws its tariff on file with the FCC either voluntarily or in compliance with government or judicial action, then immediately prior to the withdrawal of any tariff provisions applicable to service provided under this Agreement, SCE shall incorporate such provisions into a Published Price List. Effective on the withdrawal of SCE's FCC tariff and for the remainder of the Term, the rates and other terms and conditions for services, features, and products not provided for in this Agreement will be as provided for in SCE's Published Price List. SCE may amend the Published Price List from time to time and will maintain the Published Price List open for public inspection on SCE's website and/or at one or more offices during normal business hours.

11.3 Determination of Jurisdiction of Mixed Interstate and Intrastate Dedicated Transport Service When mixed interstate and intrastate traffic is provided over a Service provided hereunder, the jurisdiction will be determined as follows:

(a) Based on a certification by Customer, if 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 governed according to the applicable rules and regulations of SCE's applicable intrastate tariff.

(b) If 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 governed according to the applicable rules and regulations of SCE's applicable interstate tariff.

(c) If the percentage of interstate traffic on the Service changes to the extent that it alters the jurisdiction of the Service, Customer must notify SCE of any required change in status. The affected service will revert to the appropriate jurisdictional tariff within the next full billing cycle. Applicable non-recurring charges will apply to jurisdictional changes. No retroactive rate adjustments will apply to the period prior to the change in SCE's records. Any applicable Termination Liability will be transferred with the jurisdictional change of the service.

(d) By execution of this Agreement, Customer certifies to SCE that the Service being requested from SCE is interstate traffic and therefore under the jurisdiction of the

FCC If the Agreement becomes subject to the CPUC's jurisdiction at some later point in time, then SCE and Customer will comply with the CPUC's requirements for submittal of this Agreement for approval and will agree to modify this Agreement to comply with any other applicable CPUC requirements

ARTICLE 12 CONFIDENTIAL INFORMATION

Each Party shall preserve the other Party's confidential information obtained from the other Party in connection with the provision of Service hereunder with the same degree of care in protecting its own confidential or proprietary information, but in any event, no less than reasonable care. The nondisclosure agreement between the Parties, attached as Appendix 11, is incorporated herein and the termination date of said agreement is modified to conform to the date of termination of this Agreement. Notwithstanding these restrictions, SCE shall not be in violation of this Agreement if it provides confidential information (1) to the CPUC pursuant to Public Utilities Code Section 583, or (2) to any federal, state, county or municipal government agency that is responsible for land over, under, or through which any of the subject fiber is, or will be, located.

ARTICLE 13 INSURANCE

Each Party shall, at its own expense, secure and maintain in force, throughout the term of this Agreement, Commercial General Liability insurance, including coverage for Contractual Liability, with competent and qualified issuing insurance companies, such that the total available limits to all insureds will not be less than one million dollars (\$1,000,000.00) in respect of injuries to or death of any one person and not less than two million dollars (\$2,000,000.00) in respect of injuries to or death of any number of persons aggregated for any one occurrence and not less than one million dollars (\$1,000,000.00) in respect of damage to or loss of use of property in any one occurrence, and worker's compensation and employer's liability insurance as required by the laws of the State of California and any other applicable governmental entity. Such insurance may be provided in policy or policies, primary and excess, including the so-called umbrella or catastrophe forms. Each Party shall be permitted to lawfully self-insure to meet such insurance coverage requirements. The undertaking with respect to insurance shall not relieve either Party of its obligation under Article 9, Indemnification.

ARTICLE 14 TERM AND RENEWAL OPTIONS

The term of this Agreement shall commence on the date this Agreement is made and entered into, and shall terminate three (3) years thereafter. Capacity Term will be defined in the individual ASR used for ordering services. This Agreement shall be automatically renewed in successive one-year periods unless terminated by written notice by one of the Parties at least sixty (60) days prior to the end of the initial term or renewal term, provided, however, that in the event the period of time for a particular Service or Services to be provided by SCE to Customer pursuant to the ordering provisions described herein extends beyond the effective date of

termination, such Services(s) shall remain in effect for the agreed upon Capacity Term, and shall remain in service and be billed at the same rates charged during the term hereof until disconnected in response to a disconnection order, subject to all of the terms and conditions of this Agreement as if it were still in effect with respect to such Service or Services

ARTICLE 15 FORCE MAJEURE

In no event shall a Party have any claim or right against the Other Party for any failure of performance due to causes beyond its control including but not limited to acts of God, fire, flood or other catastrophes, any law, order, regulation, direction, action or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over SCE or of any department, agency, commission, bureau, corporation, or other instrumentality of any federal state, or local government, or of any civil or military authority, national emergencies, unavailability of materials or Required Rights, insurrections, riots, acts of terrorism, wars, or strikes, lock-outs, work stoppages, or other labor difficulties, or failure by suppliers, contractors, and connecting carriers. If any force majeure condition occurs, the Party delayed or unable to perform shall give immediate notice to the other Party, stating the nature of the force majeure condition and the expected impact of the condition on the Party's ability to perform its obligations under this Agreement. Either Party may then elect to (1) suspend the affected Service or Services for the duration of the force majeure condition and, once the force majeure condition ceases, resume the affected Service or Services, or (2) if the force majeure condition is likely to continue for a period of at least sixty (60) days, terminate the affected Services without liability or, by mutual agreement, terminate this Agreement, without liability.

ARTICLE 16 TAXES, OTHER CHARGES

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

16.2 In certain instances, Customer may be subject to local exchange company charges or message unit charges to access SCE's network or to terminate interstate calls. SCE shall not be responsible for any such local charges incurred by Customer in gaining access to SCE's network.

16.3 SCE reserves the right to pass on to Customer, its affiliates, and associated entities any tax, levy, or other surcharge that SCE is obligated to pay to a governmental authority or other third-party, where (a) such obligation is imposed by valid and lawful legislation or other regulation, and (b) such obligation arises out of the provision or use of the Service under this Agreement.

ARTICLE 17 REGULATIONS

To the extent that this Agreement is subject to the jurisdiction of the CPUC, SCE and Customer

acknowledge that the Agreement is subject to such changes or modifications as the CPUC may direct from time to time in the exercise of its jurisdiction

Each Party further represents that it is not aware of any facts that would justify a complaint to the Federal Communications Commission or any state regulatory authority concerning the prices, terms, or conditions of the transactions contemplated by this Agreement. The Parties also agree that in the event of a decision by a telecommunications regulatory authority at the federal, state, or local level necessitates modifications in this Agreement, the Parties will negotiate in good faith to modify this Agreement in light of such decision. If, after good faith negotiations, the Parties are unable to agree to modify this Agreement, either Party may terminate this Agreement by written notice to the other Party.

ARTICLE 18. MISCELLANEOUS

18.1 This Agreement does not confer on either Party the authority to act as the agent or legal representative of the other Party and does not create a partnership or joint venture between Customer and SCE. Neither Party shall have any authority to bind the other Party in any manner whatsoever. This Agreement confers no rights of any kind upon any third party.

18.2 Each Party hereby represents that it has all requisite power to enter into and perform its obligations under this Agreement in accordance with its terms, and in the case of Customer, it has the authority to bind its operating subsidiaries and affiliates.

18.3 No provision of this Agreement shall be deemed waived, and no breach or default deemed excused, unless such waiver or excuse is set forth in writing and signed by the Party against whom the waiver or excuse is sought to be enforced. The failure of either Party to give notice of default or to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not be considered the waiver of any other term or condition of this Agreement.

18.4 No subsequent agreement among the Parties concerning the Service shall be effective or binding unless it is made in writing by authorized representatives of the Parties.

18.5 This Agreement sets forth the entire understanding of the Parties and supersedes any and all prior agreements, arrangements or understandings relating to the subject matter hereof.

18.6 If any part of any provision of this Agreement or any other agreement, document, or writing given pursuant to or in connection with this Agreement shall be invalid or unenforceable under applicable law, said part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of said provision or the remaining provisions of this Agreement.

18.7 Any disputes arising out of or related to this Agreement shall be subject to the Communications Act of 1934, as amended, and jurisdiction for such disputes shall be in the Federal Communications Commission. Any part of this Agreement that is not governed by the Communications Act of 1934, as amended, shall be governed by the substantive laws of the State

of California without regard to that jurisdiction's choice-of-law provisions. Any mediation regarding this Agreement shall be held in Phoenix, Arizona, unless another location is agreed upon by the Parties. Any litigation arising out of or related to this Agreement may be brought in Los Angeles County, California.

18.8 This Agreement is non-exclusive. Nothing in this Agreement shall prevent Customer or SCE from entering into similar arrangements with, or otherwise providing services to, any other person or entity.

18.9 Customer shall not use any trademark, corporate or business name of SCE or any affiliate of SCE, or refer in any manner to SCE's provision of services hereunder to any third party without SCE's separate written consent.

18.10 Submission of this Agreement for examination or signature does not constitute an offer by SCE for the Services described herein. This Agreement shall be effective only when duly executed by both Parties.

18.11 The provisions of this Agreement that are intended to survive the termination, or cancellation of this Agreement, including payment obligations for Service provided prior to the termination or cancellation, and the provisions of Article 8, Section 8.3, Article 9, Article 12, and Article 13, shall survive the termination or cancellation of this Agreement.

18.12 This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.

ARTICLE 19 ASSIGNABILITY

Without the prior written consent of the other Party, which consent shall not be unreasonably withheld, neither Party may transfer, assign or otherwise convey all or any portion of its rights under this Agreement or any interest therein, in whole or in part, provided that either Party may transfer, assign or convey this Agreement without such consent to a parent, subsidiary or affiliate company or to any person or entity to which it shall sell all or substantially all of its assets (or in the case of SCE, all or substantially all of its shareholder-funded commercial transport services assets) if the party to which the rights under this Agreement are to be assigned, transferred or conveyed has agreed in a writing reasonably satisfactory to the other Party to be bound by the terms of this Agreement, and further provided that, SCE may assign or subcontract its obligations hereunder where SCE determines, in its sole discretion, that such action would promote SCE's ability to comply with any law or any ruling issued by any judicial or other governmental authority.

ARTICLE 20 NOTICES

20.1 Notices under this Agreement shall be in writing and delivered by certified mail, return receipt requested, or facsimile telecommunication, to the persons whose names and business

addresses appear below, and such notice shall be effective on the date of receipt or refusal thereof by the receiving Party

If to SCE Southern California Edison Company
2244 Walnut Grove Avenue
Rosemead, CA 91770
Attn Edison Carrier Solutions-Contract Manager

With copy to Southern California Edison Company
Law Department, G O 1, Room 360
2244 Walnut Grove Avenue
Rosemead, CA 91770
Attn Telecommunications Section

If to Customer Allegiance Telecom, Inc
9201 North Central Expressway
Building B, 3rd Floor
Dallas, Texas 75231
Attn Vice President of Network Planning

With copy to Allegiance Telecom, Inc
9201 North Central Expressway
Building B, 3rd Floor
Dallas, Texas 75231
Attn Legal Department

ARTICLE 21 DISPUTE RESOLUTION

21.1 Dispute Resolution Except as may otherwise be set forth expressly herein, all disputes arising under this Agreement shall be resolved as set forth in this Article 21

21.2 Negotiation and Mediation SCE and Customer shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiations between a Vice President of SCE or his or her designated representative and an executive of similar authority of Customer. Either SCE or Customer may give the other Party written notice of any dispute. Within twenty (20) days after delivery of such notice, the designated executives shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary to exchange information and to attempt to resolve the dispute. If the matter has not been resolved within thirty (30) days of the first meeting, either SCE or Customer may initiate a mediation of the controversy. The mediation shall be facilitated by a mediator that is acceptable to both Parties and shall conclude within sixty (60) days of its commencement, unless SCE and Customer agree to extend the mediation process beyond such deadline. Upon agreeing on a mediator, SCE and Customer shall enter into a written agreement for the mediation services. The mediation shall be conducted in accordance with the Commercial Mediation Rules of the American Arbitration Association, provided, however, that the mediation shall apply the

substantive laws of the State of California, and provided further that no consequential damages shall be awarded in any such proceeding and each party shall bear its own legal fees and expenses.

21.3 Confidentiality. All negotiations and any mediation conducted pursuant to Section 21.2 shall be confidential and shall be treated as compromise and settlement negotiations, to which Section 1119 of the California Evidence Code shall apply, which Section is incorporated in this Agreement by reference.

21.4 Injunctive Relief. Notwithstanding the foregoing provisions, either SCE or Customer may seek a preliminary injunction or other provisional judicial remedy if in its judgment such action is necessary to avoid irreparable damage or to preserve the status quo.

21.5 Continuing Obligation SCE and Customer shall continue to perform their obligations under this Agreement pending final resolution of any dispute arising out of or relating to this Agreement.

21.6 Failure of Mediation. If SCE and Customer, after good faith efforts to mediate a dispute under the terms of this Agreement (as provided in Section 21.2), cannot agree to a resolution of the dispute, either Party may pursue whatever legal remedies may be available to such Party, at law or in equity, before a court of competent jurisdiction and with venue as provided in Section 18.7.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written

APPROVED
STEPHEN E. PICKETT
Sr Vice President and
General Counsel
By: Thomas K. Brown
Attorney
March 29, 2002

SOUTHERN CALIFORNIA EDISON COMPANY

By: Pedro J. Liguero
Its: VP and G.M., Edison Carrier Solutions

ALLEGIANCE TELECOM COMPANY WORLDWIDE

By: Richard H. O'Brien
Its: V.P. Engineering and Operations

Reviewed By
Allegiance Telecom Legal
[Signature]
Date 3-29-02

substantive laws of the State of California, and provided further that no consequential damages shall be awarded in any such proceeding and each party shall bear its own legal fees and expenses

21 3 Confidentiality All negotiations and any mediation conducted pursuant to Section 21 2 shall be confidential and shall be treated as compromise and settlement negotiations, to which Section 1119 of the California Evidence Code shall apply, which Section is incorporated in this Agreement by reference

21 4 Injunctive Relief Notwithstanding the foregoing provisions, either SCE or Customer may seek a preliminary injunction or other provisional judicial remedy if in its judgment such action is necessary to avoid irreparable damage or to preserve the status quo

21 5 Continuing Obligation SCE and Customer shall continue to perform their obligations under this Agreement pending final resolution of any dispute arising out of or relating to this Agreement

21 6 Failure of Mediation If SCE and Customer, after good faith efforts to mediate a dispute under the terms of this Agreement (as provided in Section 21 2), cannot agree to a resolution of the dispute, either Party may pursue whatever legal remedies may be available to such Party, at law or in equity, before a court of competent jurisdiction and with venue as provided in Section 18 7

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written

APPROVED
STEPHEN E PICKETT
Sr Vice President and
General Counsel
By [Signature]
3/29 Attorney 20 02

SOUTHERN CALIFORNIA EDISON COMPANY

By Pedro J. Pineda
Its VP and General Manager, Edison Carrier Solutions

ALLEGiance TELECOM COMPANY WORLDWIDE

By Richard W. Anderson
Its VP Engineering & Operations

Received By
[Signature]
3-29-02

APPENDIX 1

TECHNICAL SPECIFICATIONS

- 1 The Service shall comply with all relevant provisions of the following ANSI Publications ANSI T1 510-1999 (Network Performance Parameters for Dedicated Digital Services – Specifications), and ANSI T1 514-1995 (Network Performance Parameters and Objectives for Dedicated digital Services – SONET Bit Rates) The Parties agree that if any Party, in its sole discretion, determines that an emergency action is necessary to protect its own Network, the Party may block any transmission path over its Network by the other Party where transmissions do not meet the above requirements of ANSI Publications The Parties further agree that none of their respective obligations to one another under the Agreement shall be affected by any such blockage except that the Party affected by such blockage shall be relieved of all obligations to make payments for charges relating to such Service which is so blocked and that no Party shall have any obligation to the other Party for any claim, judgment or liability resulting from such blockage
- 2 SCE has designed its network to have the following On-Net availability service levels over a 12-month period (excludes scheduled maintenance activity)

SERVICE	AVAILABILITY
ALL SONET SERVICE	
Collapsed Ring (Single Entrance)	
Span 15 miles or greater	99.900%
Span less than 15 miles	99.975%
Self-Healing Ring (Diverse Entrances)	
Fully-Protected & Redundant	99.990%
WAVELENGTH SERVICE	99.900%

APPENDIX 2

SERVICE LEVEL AGREEMENT

1 PERFORMANCE MONITORING AND REPORTING

- 1 1 SCE will be responsible for performing monitoring up to a Demarcation Point between SCE Facilities and other facilities
- 1 2 Customer, at its expense, may provide surveillance equipment connected to Customer's side of the Circuit Demarcation Point, which will provide Customer surveillance system operations with the capability to perform surveillance of the bypass system to the End-User Premises
- 1 3 SCE will sectionalize faults occurring within the system localized to Customer system elements as follows SCE Transmission equipment on the End-User Premises, equipment between SCE and Customer facilities, and SCE equipment at Customer's facilities

2 MAINTENANCE AND REPAIR

- 2 1 Any maintenance, including inspections tests, repairs or replacements, required on SCE's system on SCE or Customer End User Premises shall be performed by SCE or its designated contractor(s) at no additional cost to Customer
- 2 2 SCE shall perform all maintenance functions on its system and facilities from the End-User Premises to the Demarcation Point at Customer facilities twenty-four (24) hours per day, seven (7) days per week This includes only trouble maintenance (Service restoration) functions SCE scheduled maintenance will be performed during specified Customer maintenance windows
- 2 3 Specifications Maintenance of the system will be performed so as to meet the manufacturer's specification and the standards set forth in Appendix 1
- 2 4 Any maintenance or service function performed by SCE on the system which will or could affect service provided by Customer End-Users will be coordinated and scheduled through to Customer surveillance system operations as practical and feasible for Carrier
- 2 5 SCE reserves the right to charge Customer a reasonable fee for the use of SCE personnel and equipment when assisting Customer in the testing and troubleshooting of Customer's network on the Customer side of the Demarcation Point
- 2 6 Response & Repair Times In the event of an interruption or failure in the Service, SCE shall have repair personnel available to be on site within two (2) hours after receiving notification of the failure from Customer SCE shall restore

the Service on the failed system as follows

(a) Electronic Restoration In the event of an electronic failure, SCE shall use its best efforts to restore service to the affected electronics within two (2) hours of arrival of maintenance personnel on site

(b) Cable Restoration In the event of a cable failure, SCE shall begin cable restoration within two (2) hours after the faulty cable is identified. SCE shall use reasonable efforts to restore the cable no later than four (4) hours after the faulty cable is identified

(c) Emergency Reconfiguration If SCE's system has the capability to provide route reconfiguration to maintain service between Customer's facility and Customer's End-User, SCE will provide reconfiguration if other means of restoration will not restore Service within the time frames stated in subparagraph (i) and (ii) above. Reconfiguration will begin one (1) hour after the need to reconfigure is determined

(d) False Call-Outs If a Customer trouble report results in dispatch of SCE personnel, and the trouble is determined to be in Customer's network rather than a failure of SCE's network, SCE may charge Customer a reasonable dispatch fee

2.7 SCE shall maintain a twenty-four (24) hours a day, seven (7) days a week point-of-contact for Customer to report to SCE any interruptions or failure in the Service

2.8 Scheduled Maintenance and Emergency Repairs

2.8.1 Scheduled Maintenance SCE shall notify Customer via electronic mail, telephone, or facsimile, of all scheduled Network maintenance as follows:
(i) no less than two (2) business days notice prior to performing maintenance that, in SCE's reasonable opinion, has a substantial likelihood of affecting Customer's traffic for up to fifty (50) milliseconds and
(ii) no less than five (5) business days notice prior to performing maintenance that, in SCE's reasonable opinion, has a substantial likelihood of affecting Customer's traffic for more than fifty (50) milliseconds. Maintenance that may place the system in jeopardy or require system down time will be performed whenever practicable during the "Maintenance Window" of 10:00 p.m. and 6:00 a.m. PST or a time mutually agreed to between Customer and SCE. If a scheduled maintenance activity is cancelled or delayed, SCE will promptly notify Customer. SCE will comply with the provisions of this paragraph in rescheduling such delayed or cancelled activity unless otherwise agreed to between Customer and SCE.

2.8.2 Not less than twenty-four (24) hours before the maintenance is scheduled to begin, Customer will notify SCE's Network Operations Center (by telephone at 1-800-655-8844 or by return e-mail) whether SCE may

proceed with the maintenance as scheduled. If the Customer does not cancel the scheduled maintenance at least twenty-four (24) hours before the maintenance is scheduled to begin, then Customer will be deemed to have approved the scheduled maintenance. Customer shall cooperate with SCE in good faith to reschedule cancelled maintenance activity.

2.8.3 SCE's Network Operations Center will notify Customer immediately prior to beginning scheduled maintenance work. Customer will also be notified upon completion of scheduled maintenance work.

2.8.4 Temporary Suspension for Repairs SCE shall have the right to make necessary emergency repairs or changes in its Facilities at any time and will have the right to suspend or interrupt Service temporarily for the purpose of making the necessary emergency repairs or changes in its system. When such suspension or interruption of Service for any appreciable period is necessary, SCE will give Customer notice thereof as reasonable as circumstances will permit, and will prosecute the work with reasonable diligence, and, if practicable, at times of day that will cause the least inconvenience. When SCE is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of conversations or Customers' Service.

2.9 Access to Equipment and Facilities

2.9.1 Whenever possible, SCE shall provide at least two (2) days' notice to Customer prior to entering Customer's Point of Presence to install, maintain or repair any telecommunications equipment or in connection with the Service provided. If it is not possible to provide such notice consistent with SCE's need to maintain Service, SCE shall provide notice to Customer as soon as practicable, but in all events prior to entering the POP. Under no circumstances shall SCE enter Customer POP for purposes related to this Agreement, unless accompanied by Customer's Operations personnel, or unless prior permission to enter the Customer POP has been given by a representative of Customer.

2.9.2 Employees or agents of SCE shall have access to any SCE equipment or facilities at a Customer End-User Premises or Customer Premises on terms mutually acceptable to SCE and the Customer. These terms shall include but not be limited to:

- Proper Identification
- SCE Authorized Personnel List
- Restricted Area Access Provisions
- Accompaniment by End-Users/Customer personnel

SCE employees or agents, while on Customer End-User Premises or Customer Premises, shall comply with the applicable State/Federal regulations and with plant rules and regulations of the Customer or End User whose facility it is

- 2 9 3 Upon request, employees or agents of Customer shall be given escorted access, for viewing only, to areas at SCE locations containing facilities and/or-equipment associated with Customer's bypass Service, subject to SCE's access and security regulations These shall include, but not be limited to

- Proper Identification
- Customer Authorized Personnel List
- Restricted Area Access Provisions
- Accompaniment by SCE personnel

Customer employees or agents, while on SCE premises, shall comply with SCE's plant rules and regulations

- 2 9 4 Customer shall have the right to be present during SCE equipment testing and during scheduled and non-scheduled maintenance activity Customer will notify SCE in advance of such requests SCE is responsible for ensuring that the maintenance personnel are properly trained and otherwise qualified to perform the System Maintenance

3 CREDIT ALLOWANCES

- 3 1 Allowances for Interruptions in Service Credit allowance shall be made for Service interruptions which are not due to SCE's testing or maintenance to the negligence or willful act of Customer, or to the failure of channels, equipment, or communications systems provided by Customer, subject to the general limitation on liability set forth in the Agreement and the limitations set forth below It shall be the obligation of Customer to notify SCE of any interruptions in Service Before giving such notice, Customer shall ascertain that the interruption is not being caused by any action or omission of Customer, is not within Customer's control, or is not in wiring or equipment connected to the terminal of SCE

3 2 Credit for Interruptions

- 3 2 1 When an interruption occurs because of a failure of any component furnished by SCE under this Agreement (such interruption a "Service Outage"), Customer shall be entitled to a credit allowance as specified below An "Interruption Period" begins when Customer releases an interrupted Service, Facility, or Circuit for testing and repair An Interruption Period ends when the Service, Facility or Circuit is returned to Service If Customer reports a Service, Facility or Circuit to be

inoperative but declines to release it for testing and repair, it is considered to be impaired, but not a Service Outage. No credit allowances will be made for a Service Facility, or Circuit considered by SCE to be impaired.

3 2 2 For calculating credit allowances, every month is considered to have thirty (30) days. A credit allowance is applied on a pro rata basis against the monthly recurring rates specified hereunder and is dependent upon the length of the interruption. Credit will be given only as to those facilities on the interrupted portion of the circuit.

3 2 3 A credit allowance will be given for any Service Outage of thirty (30) minutes or more not excluded under Section 3 2 4. Credit allowances for the monthly recurring charges for the affected circuit shall be calculated as follows:

<u>Service Outage of 24 hours or less</u>	<u>Credit Applied to Monthly Recurring Charges</u>
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 day
3 hours up to, but not including 6 hours	1/5 day
6 hours up to, but not including 9 hours	2/5 day
9 hours up to, but not including 12 hours	3/5 day
12 hours up to, but not including 15 hours	4/5 day
15 hours up to, and including, 24 hours	One day

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

Service Outage over 24 hours

Service Outage over 24 hours will be credited 1/8 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any 24 hour period.

3 2 4 No credit allowance will be made for

(a) Interruptions due to the negligence of, or noncompliance with the provisions of this Agreement by Customer or any authorized user, joint user or other common carrier providing service connected to the Service of SCE,

(b) Interruptions due to the negligent acts or omissions of Customer or any person other than SCE, including but not limited to Customer or other common carriers connected to SCE's facilities.

- (c) Interruptions due to the failure or malfunction of non-SCE equipment,
- (d) Interruptions of Service during a period in which SCE is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions,
- (e) Interruptions of Service during a period in which Customer continues to use the service on an impaired basis,
- (f) Interruptions of Service during any Planned Service Outage, maintenance or testing by SCE, or implementation of a Customer order for installation of Service or a change in Service arrangements,
- (g) Interruptions of Service due to circumstances or causes beyond the control of SCE
- (h) Interruptions of Service that occur or continue due to Customer's failure to authorize replacement of any element of special construction, or
- (i) Interruptions of Service that are not reported to SCE within thirty (30) days of the date that service was affected

3.3 Recurring Outage Investigations Customer may request an investigation whenever there are two or more outages on the same Service during any thirty (30) day period. Upon completion of the investigation, SCE will report the findings to Customer.

3.4 The use and restoration of Service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

APPENDIX 3

ORDERING PROCEDURES

A ON-NET SERVICE ORDERING PROCEDURES

1 Service Order Process and Intervals

- 1.1 ASR Issuance Upon receipt of an ASR from Customer, SCE will provide a response to Customer pertaining to any corrections or clarifications required to process the ASR. This will be completed by SCE within two (2) business days following the receipt of the ASR.

The ASRs included with this Agreement at Appendix 12 will be deemed to be received on the date of the Agreement, as set forth on page one of the Agreement.

- 1.2 Firm Order Confirmation SCE will provide a Firm Order Confirmation to Customer within two (2) business days following receipt of a complete and accurate ASR.
- 1.3 Design Layout Record ("DLR") SCE will provide DLR information within five (5) business days following receipt of a complete and accurate ASR.
- 1.4 Acceptance For purposes of determining the Start of Service Date and commencement of billing, Customer will be deemed to have given its "Acceptance" or "Accepted" a Circuit on the earliest of the following dates: (i) when Customer has successfully completed testing of the Circuit; (ii) when Customer puts the Circuit into revenue-producing service; or (iii) five (5) business days after SCE notifies Customer that the Service is available for testing, if Customer has not accepted the Circuit or notified SCE of problems with the Circuit.

2 Installation Intervals

The typical installation interval for On-Net services is shown in the following table:

SONET Service	Typical Interval
DS-3	30 Days
OC-3	30 Days
OC-12	60 Days
OC-48	90 Days
Wavelength Service	Typical Interval
New System	90 Days
Existing System	30 Days

Customer may request a shorter installation interval. SCE will make commercially reasonable efforts to meet the expected Start of Service date, however, if SCE cannot provide Service by the Customer's expected Start of Service Date, then SCE will negotiate in good faith with Customer for the earliest Start of Service Date that it can reasonably meet.

3 Cancellation Charges

Charges for cancellation of an ASR for On-Net Service are set forth in Appendix 5.

B NEW NETWORK FACILITIES ORDERING PROCEDURES

- 1 Request for Quotation Customer will submit to SCE a request for quotation ("RFQ") specifying the Service requested, the location to be served, the requested Start of Service Date, the Capacity Term, and other information specific to the applicable RFQ.
- 2 If SCE desires to provide Service, it shall, within ten (10) business days of receipt of an RFQ, notify Customer in writing of its intention to submit a written quotation for the Service, and the date by which the written quotation will be sent to Customer. SCE's detailed written quotation shall specify (i) the Service to be provided, (ii) the location to be served, (iii) the applicable non-recurring charge and/or Special Construction Charges, (iv) the applicable monthly recurring charge, (v) the Capacity Term, (vi) the anticipated Start of Service Date based on the date of receipt of Customer's order, and (vii) any other terms and conditions applicable to the particular Service, such as cancellation charges and installation delay credits, if any.
- 3 Customer may order the Service within thirty (30) days of receipt of such quotation by submitting an ASR with a copy of the quotation attached. The quotation shall constitute a part of the terms and conditions of the ASR, when the ASR is executed by both Parties.
- 4 SCE shall provide the Construction Interval to Customer within ten (10) business days of receipt of the ASR. SCE shall provide a DLR not later than fifteen (15) business days prior to the end of the Construction Interval.
- 5 Acceptance For purposes of determining the Start of Service Date and commencement of billing, Customer will be deemed to have given its "Acceptance" or "Accepted" a Circuit on the earliest of the following dates: (i) when Customer has successfully completed testing of the Circuit, (ii) when Customer puts the Circuit into revenue-producing service, or (iii) five (5) business days after SCE notifies Customer that the Service is available for testing, if Customer has not accepted the Circuit or notified SCE of problems with the Circuit.
- 6 Cancellation Charges Charges for cancellation of an ASR for New Network Facilities are set forth in Appendix 5.

APPENDIX 4

DEDICATED TRANSPORT

SERVICE DESCRIPTION

1 General

SCE provides interstate Dedicated Transport service with transmission speeds ranging from 44 736 Mbps to 2 488 Gbps. All services are generally available from all locations served by SCE Network. Each Dedicated Transport service is dedicated to Customer and the entire usable bandwidth for each service is available to Customer for Customer's exclusive use.

2 On-Net and Off-Net Service

2.1 SCE's Network serves a number of locations in Southern California. The current list of locations is provided in Appendix 10. Additional locations will be added from time to time and are not listed in this Appendix. Unless otherwise specified in Appendix 10, SONET and DS3 service between two On-Net locations will have physically diverse service and protected paths.

2.2 Off-Net Service may be provisioned, in part, by another carrier. In the instances where SCE provides Off-Net Services using the network of another carrier, the third-party carrier's performance parameters for the Off-Net services will be passed through to Customer.

3 Service Descriptions

Dedicated Transport Service allows Customer to connect two or more locations with non-switched service at one of a number of transmission speeds.

3.1 DS3 Service

DS3 Service is a dedicated, high capacity channel with a line speed of 44 736 Mbps. DS3 Service has the equivalent capacity of 28 DS1 Services at 1 544 Mbps or 672 Voice Grade Services at 56/64 Kbps.

3.2 OC-3 Service

OC-3 Service is a high capacity channel for the full duplex, synchronous optical transmission of digital data based on the Synchronous Optical Network (SONET) standard at a rate of 155.52 Mbps.

3.3 OC-3c Service

OC-3c Service is a concatenated OC-3, i.e., a single high capacity channel with a SONET rate of 155.52 Mbps.

3 4 OC-12 Service

OC-12 Service is a high capacity channel for the full duplex, synchronous, optical transmission of digital data based on the Synchronous Optical Network (SONET) standard at a rate of 622 08 Mbps

3 5 OC-12c Service

OC-12c Service is a concatenated OC-12, i e , a single high capacity channel with a SONET rate of 622 08 Mbps

3 6 OC-48 Service

OC-48 Service is a high capacity channel for the full duplex, synchronous optical transmission of digital data based on the Synchronous Optical Network (SONET) standard at a rate of 2 488 Gbps

3 7 Wavelength Service

Wavelength Service is a dedicated optical window at a specific wavelength to be used for optical carrier transmission with matching interfaces. Wavelength service does not include a timing source, Customer is expected to provide a clocking source for its equipment

4 0 Special Services

4 1 Transport Arrangement Service

Transport Arrangement Service is available between Customer Designated Premises and LEC Central Offices where SCE has entered into collocation/interconnection agreements with LEC

Transport Arrangement utilizes a combination of SCE's own transport network and equipment collocated at LEC Central Offices to provide transport between Customer Premises and those LEC Central Offices

Customer who purchases Transport Arrangement Service will be provided with a Letter of Authorization from SCE. Customer will then have the ability to purchase services directly from LEC and have them terminated to their Transport Arrangement Service

4 2 Custom Services

Dedicated Transport Services not described above or requests for non-standard configurations and specialized service options will be handled on an Individual Case Basis

APPENDIX 5

RATE SCHEDULE

1 Pricing

All prices and price terms set forth herein are for On-Net Service only. Prices for Off-Net Service will be determined by SCE on an individual case basis.

2 Minimum Service Commitment

- 2.1 Customer shall purchase sufficient Services under the Agreement to maintain the following minimum revenue levels during the term of the Agreement:
- At all times during the first twelve (12) months that service is provided pursuant to the ASRs in Appendix 12, Customer will maintain a monthly revenue total for all services of Two Hundred Sixty Thousand Dollars (\$260,000), not less than sixty (60) percent (or \$153,000) of which must derive from circuits comprising the "L A Ring," as set forth in the Appendix 12 ASRs. During any month in the thirteenth (13th) through thirty-sixth (36th) month that service is provided pursuant to the Appendix 12 ASRs, the monthly revenue total may drop to Two Hundred Thirty Four Thousand Dollars (\$234,000), not less than sixty (60) percent (or \$137,000) of which must derive from circuits comprising the "L A Ring," provided that the average monthly revenue for months thirteen (13) through thirty-six (36) is not less than Two Hundred and Sixty Thousand Dollars (\$260,000). Any Service provided pursuant to this Agreement shall apply to the Minimum Service Commitment.
- 2.2 Following issuance of a Firm Order Commitment, Customer may not add or delete Dedicated Capacity or change the configuration of the Dedicated Capacity without prior approval of SCE.
- 2.3 Notwithstanding anything to the contrary contained herein or in the Agreement, in the event Customer fails to meet either the Minimum Service Commitment during any month in the first twelve (12) months that service is provided pursuant to the ASRs in Appendix 12 or the lowered minimum revenue level in months thirteen (13) through thirty-six (36), then Customer shall pay both the monthly charges for the Services being provided and an amount equal to the difference between the actual monthly costs and the monthly revenue level set forth in Section 2.1, above. At contract termination or at the end of the thirty-sixth (36th) month of service for the Appendix 12 ASRs, whichever is earlier, Customer shall pay as an additional charge, the difference, if any, between the total amounts actually paid in months thirteen (13) through thirty-six (36) and the required Minimum Service Commitment set forth in Section 2.1, above.

- 3 Capacity Term Dedicated Capacity will be provided to Customer with associated Capacity Terms of either one (1), three (3), or five (5) years, as set forth in the ASR commencing on the Start of Service Date for each Circuit or element of Capacity, as appropriate
- 4 ASR Cancellation Policy If Customer cancels or changes an ASR after a Firm Order Commitment has been issued by SCE but before issuance of a DLR, a change order charge will apply based on the scope of the change. If the ASR is canceled after the DLR is issued but prior to the due date, Customer shall pay thirty (30) days recurring charges as well as for all costs incurred to that point, including construction charges. If the capacity ordered in the ASR has been activated, such capacity shall be deemed Dedicated Capacity, and Customer shall be liable for payment for such Dedicated Capacity for the remainder of the Capacity Term as set forth in Section 6, below, unless the Circuit does not meet the specifications set forth herein
- 5 Portability
- 5.1 Circuit Portability Subject to any special arrangements set forth in the relevant ASR, Customer may, upon thirty (30) days written notice, discontinue any On-Net Circuit that has been in service for at least six (6) months and replace it with another available On-Net Circuit without incurring termination liability. A new Service Term will begin for the replacement circuit when Customer accepts the circuit. In the event the monthly recurring charge for the replacement circuit is less than the monthly recurring charge for the replaced circuit, then the first six (6) months of the Service Term for the replacement circuit shall be billed at the monthly recurring charge for the replaced circuit. Customer shall also pay SCE's nonrecurring charges for provisioning the replacement circuit.
- 5.2 "Dark Fiber" Portability After any circuit identified in Appendix 12 has been in service for more than twelve (12) months, Customer may discontinue the Service and replace it with the use of "dark fiber" on SCE's fiber optic network subject to 1) availability of the fiber, 2) negotiation of mutually acceptable terms and conditions of use, and 3) prior approval by the CPUC, if necessary. Until the dark fiber agreement becomes effective, Customer will continue to receive the Service. From the point that the dark fiber agreement becomes effective, the monthly use fee (or the ratable portion of an annual use fee) shall be applied to the Minimum Service Commitment.
- 6 Termination Liability

Customer may request that SCE disconnect a circuit upon thirty (30) days written notice. Termination liability for all circuits in Appendix 12 or all circuits ported from an Appendix 12 circuit are subject to a one hundred (100) percent termination liability rate. If Customer cancels any other Dedicated Capacity during the Capacity Term except as specifically permitted in Section 5, above, then Customer shall be liable for such termination as follows:

<u>Year Service Is Discontinued</u>	<u>One Year Liability Rate</u>	<u>Three Year Liability Rate</u>	<u>Five Year Liability Rate</u>
1	100%	100%	100%
2		75%	80%
3		50%	70%
4			60%
5			50%

7 Transport Pricing

The following prices in effect as of the Start of Service Date for each respective Circuit shall apply to Service provided pursuant to the Agreement provided that Customer has complied with all terms and conditions of the Agreement applicable to Customer

- 7.1 Monthly recurring charges for Circuits with the same two end points as those currently ordered on the Los Angeles and Orange County rings as described in Appendix 12 or for Circuits less than 10 miles

DS-3	\$ 850 00
OC-3 Unprotected	\$1,950 00
OC-3 Protected	\$2,550 00
OC-12 Unprotected	\$7,000 00
OC-12 Protected	\$9,000 00

- 7.2 Monthly recurring charges for Circuits not covered by 7.1 above

DS-3	ICB not to exceed \$ 950 00
OC-3 Unprotected	ICB not to exceed \$ 2,400 00
OC-3 Protected	ICB not to exceed \$ 3,000 00
OC-12 Unprotected	ICB not to exceed \$ 8,900 00
OC-12 Protected	ICB not to exceed \$11,500 00

Reconfiguration of any OC-12 Circuit prior to the end of its Capacity Term is subject to a non-recurring charge of Two Thousand Dollars (\$2,000 00)

- 7.3 Cross Connect Fees All cross connect fees to handoff circuits, such as cross connects to Customer, Customer's Customers, Customer's Vendors, or the ILEC are the responsibility of Customer. If Customer chooses to have SCE billed for these fees, SCE shall provide the fee amount in writing to Customer prior to order placement and SCE shall bill Customer for the cross connect fees at cost plus eleven percent (11 %)

APPENDIX 6

INTERCONNECTION REQUIREMENTS

Based on Customer's description of its requirements for Service to its facilities described below, SCE shall construct outside plant infrastructure to these facilities and provide two diverse cable routes to these facilities using point of interface substructures provided for SCE's use by Customer. SCE shall install a SONET terminal at each facility and shall provide various levels of special access services as requested by Customer pursuant to Article 2.2

Site	Site Name	Address
1	LSANCA54	818 W 7 th Street, Los Angeles
2	SNANCACZ	1251 E Dyer Road, Santa Ana

In order for SCE to provide service to Customer facilities as described above, the following is required from Customer at each facility:

- Customer waives any collocation fees,
- Space for 7' x 23" terminal racks as needed (2 minimum)
- A and B -48VDC power feeds with generator backup,
- Space within intrabuilding conduits for SCE cable extension into its SONET terminal,
- Conduits into two diverse point-of-interface substructures that can be used by SCE to provide this service to Customer,
- 7 days, 24 hour access to the facilities for maintenance in accordance with Appendix 2, Section 2.2

The service demarcation point at each facility will be the fiber optic patch panel at SCE's racks. For third party end offices, the demarcation point will be at the fiber optic patch panel in SCE's collocation cage or space.



Appendix 7

Access Service Request (ASR)

THIS ACCESS SERVICE REQUEST IS ENTERED INTO PURSUANT TO THE CERTAIN COMMUNICATIONS TRANSPORT SERVICES AGREEMENT DATED AS OF THE _____ DAY OF _____, 2002 (THIS 'AGREEMENT') BETWEEN SOUTHERN CALIFORNIA EDISON COMPANY (HEREINAFTER REFERRED TO AS 'SCE'), AND _____ (HEREINAFTER REFERRED TO AS 'CUSTOMER')

INTERSTATE TYPE I SERVICE

Billing Information

Service Information

Desired Due Date	Order Type
Quantity	<input type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel <input type="checkbox"/> Disconnect
Service Type	<input type="checkbox"/> DS1 <input type="checkbox"/> DS3 <input type="checkbox"/> DS3 x 3 <input type="checkbox"/> OC3 <input type="checkbox"/> OC3c
	<input type="checkbox"/> OC12 <input type="checkbox"/> OC12c <input type="checkbox"/> OC48 <input type="checkbox"/> Wavelength <input type="checkbox"/> Other

Special Instructions

Service Location Information (Termination/Demarcation Points)

FROM (A)	TO (Z)
Company Name	Company Name
Address	Address
Floor/Room	Floor/Room
City/State/Zip	City/State/Zip
NPA/NXX or LSO	NPA/NXX or LSO
NCI	NCI
Interface Location & Type	Interface Location & Type
Carrier Circuit Number	
Purchase Order Number (PON)	

Charges / Term

Item	Charge	Quantity	Total	Explanation
Monthly Recurring	\$		\$	
Installation (one time)	\$		\$	
Special Construction (one time)	\$		\$	
Volume Discounts (ckt qty & %)	\$		\$	
Indexing (Yes or No)	\$		\$	
Cross Connect Fees	\$		\$	
Other (please explain)	\$		\$	
Term	<input type="checkbox"/> 12 Month <input type="checkbox"/> 36 Month <input type="checkbox"/> 60 Month <input type="checkbox"/> Other			
Cross Connects	<input type="checkbox"/> Customer to order all cross connects			

Contact Information

Initiator	Phone	Fax
Billing	Phone	Fax
Service	Phone	Fax
Design/Technical	Phone	Fax
Location 1 (From)	Phone	Fax
Location 2 (To)	Phone	Fax

Customer

Southern California Edison

Signature	Date	Signature	Date
x		x	
(Name)	(Title)	(Name)	(Title)

For SCE Internal Use Only

SR Number	Account Manager
SCE Quotation Number	Phone Number

APPENDIX 8

EDISON CARRIER SOLUTIONS ESCALATION LIST

	Account Management Inquiries	Installation Inquiries	Maintenance & Repair Inquiries	Billing Inquiries
Steps	<ul style="list-style-type: none">• Customer Service Requests• Pricing/Terms/Service Level Agreements• Proposals/Contract• Initiate Service Orders	<ul style="list-style-type: none">• Circuit Design and Install• Circuit Activation• End-to-End Tests• Acceptance and Turnover Service• Transport System Performance Quality	<ul style="list-style-type: none">• Trouble Reporting• Test Assist• Coordinate Field Testing• Program Maintenance Activities• Circuit Releases NOC 800-655-8844	<ul style="list-style-type: none">• Create Invoices• Bill Collection• Answer Billing Questions
1st	Account Manager	Joe Carey System Operations Manager Tel 626-302-7455 Pager 800-473 6383	NOC Supervisor Tel 800-655-8844	Adriana Villalobos Analyst-Supervisor Tel 626 302 4152
2nd	Pat McChesney Technical Service Manager Tel 626-302-2309 Pager 800-473-6383			
3rd	Tina McMenamin Sales Director Tel 626 302 1613 Cell 818-219 4945	John Eckman Director Of Operations Tel 626-302-3900		Ken Pickrahn Finance Director Tel 626-302 1507
4 th	Pedro J Pizarro VP & General Manager Tel 626 302-1497			

After Hours contact is available through the NOC 1-800-655-8844

Service Affecting Customer Trouble Reports the initial call should be placed to the Network Operations Center NOC. If the problem cannot be resolved within the first 4 hours the NOC Supervisor should be contacted. If the NOC Supervisor cannot resolve the problem within 8 hours, the problem should be escalated to the Technical Service Manager.

It is the responsibility of the Technical Service Manager to access any and all ECS resources necessary to resolve problems and provide an ECS response to ECS customers for issues across all disciplines, Account Management, Provisioning, Maintenance and Billing. The Technical Service Manager is the Customer's single point of contact when problems cannot be resolved at the supervisory management level.

Allegiance Telecom, Inc

NETWORK OPERATIONS CONTROL CENTER

Notification and Escalation List

1st Level On Duty Tech Toll Free 800-459-8496

2nd Level On Duty Supervisor Call 800-459-8496 ask for Duty Manager
Interactive noccflltclr@imcingular.com

3rd Level On Call Director 800-459-8496 ask for Director on Duty

Team 1	John Lanza	214-261-7114
Day Shift		214-755-9636 Cell jlanza@imcingular.com
Team 2	Chris Kelly	214-261-7723
Night Shift		214-914-4649 Cell chriskelly1@imcingular.com
Team 3	Scott Simpson	214-261-7118
Day Shift		214-912-3561 Cell scottsimpson@imcingular.com
Team 4	Angel Lugo	214-261-7690
Night Shift		214-261-6311 Cell angellugo@imcingular.com

Main Fax Number 214-261-7122

<[http //ati/nocccdata/AlgInternal/NOCC_2002_Shift_Schedule.xls](http://ati/nocccdata/AlgInternal/NOCC_2002_Shift_Schedule.xls)>

4th Level Michael Taylor
V P Network Ops 214-261-7440
mrtaylor1@imcingular.com

Maintenance Notification NOCC Attention Ray Evans

Email scheduledmaintenance@algx.com

As of 6/24/02

APPENDIX 12

INITIAL ASRs



A Division of SOUTHERN CALIFORNIA EDISON

ASR 2

Access Service Request (ASR)

INTERSTATE TYPE I SERVICE

Billing Information

Allegiance Telecom Worldwide
9201 N. Central Expressway
Dallas, TX 75231

Service Information

Desired Due Date 150 days from date of execution

Quantity 3

Order Type

☒ New ☐ Change ☐ Cancel ☐ Disconnect

Service Type ☐ DS1 ☐ DS3 ☐ DS3 x 3 ☐ OC3 ☐ OC3c
☒ OC12 ☐ OC12c ☐ OC48 ☐ Wavelength ☐ Other

Special Instructions

1 of 7 ASRs comprising the L A Ring 1+1 card protection provided

Service Location Information (Termination/Demarcation Points)

FROM (A)	TO (Z)
Company Name Allegiance Address 818 W 7 th St Floor/Room Ste 320 City/State/Zip Los Angeles, CA 90017 NPA/NXX or LSO JCI LSA54W13 Interface Location & Type Carrier Circuit Number Purchase Order Number (PON)	Company Name Pacific Bell CO Address 21 1 st St Floor/Room City/State/Zip Alhambra, CA 91801 NPA/NXX or LSO NCI ALHBCA01 W17 Interface Location & Type

Charges / Term

Item	Charge	Quantity	Total	Explanation
Monthly Recurring	\$9,000	3	\$27,000	EC Circuit IDs
Installation (one time)	\$		\$	01/00/004362
Special Construction (one time)	\$		\$	004361
Cross Connect Fees	\$		\$	004363
Other (please explain)	\$		\$	
Term	<input checked="" type="checkbox"/> 12 Month <input type="checkbox"/> 36 Month <input type="checkbox"/> 60 Month <input type="checkbox"/> Other			
Cross Connects	<input checked="" type="checkbox"/> Customer to order all cross connects			

Contact Information

Initiator Phil Mottl	Phone 630 522 5348	Fax
Billing Brenda McKellar	Phone 469 259 2414	Fax
Service	Phone	Fax
Design/Technical Jon Harper	Phone 469 259 2648	Fax
Location 1 (From) Stephen Yang	Phone 213 927 9203	Fax
Location 2 (To)	Phone	Fax

Customer

Southern California Edison

Signature	Date	Signature	Date
x <i>Richard H. Anderson</i>	4/1/02	x <i>Pedro J. Pizarro</i>	4/4/02
(Name)	(Title)	(Name)	(Title)
	V.P. Engineering & Operations	Pedro J. Pizarro	V.P. G.M.

For SCE Internal Use Only

ASR Number	Account Manager Greg Ertel
SCE Quotation Number	Phone Number 626-302-2360



Allegiance Telecom Worldwide

ASR 3

Access Service Request (ASR)

INTERSTATE TYPE I SERVICE

Billing Information

Allegiance Telecom Worldwide
9201 N Central Expressway
Dallas TX 75231

Service Information

Desired Due Date 150 days from date of execution	Order Type
Quantity 3	<input type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel <input type="checkbox"/> Disconnect
Service Type	<input type="checkbox"/> DS1 <input type="checkbox"/> DS3 <input type="checkbox"/> DS3 x 3 <input type="checkbox"/> OC3 <input type="checkbox"/> OC3c
<input checked="" type="checkbox"/> OC12	<input type="checkbox"/> OC12c <input type="checkbox"/> OC48 <input type="checkbox"/> Wavelength <input type="checkbox"/> Other

Special Instructions

1 of 7 ASRs comprising the L A Ring 1+1 card protection provided

Service Location Information (Termination/Demarcation Points)

FROM (A)	TO (Z)
Company Name Allegiance	Company Name Pacific Bell CO
Address 818 W 7th St	Address 16208 S Vermont Ave
Floor/Room Ste 320	Floor/Room
City/State/Zip Los Angeles CA 90017	City/State/Zip Gardena, CA
IP/NXX or LSO	NPA/NXX or LSO
NCI LSANCA54W1#	NCI GRDNCA01 W19
Interface Location & Type	Interface Location & Type
Carrier Circuit Number	
Purchase Order Number (PON)	

Charges / Term

Item	Charge	Quantity	Total	Explanation
Monthly Recurring	\$9,000	3	\$27 000	01/00 / 004364
Installation (one time)	\$		\$	004365
Special Construction (one time)	\$		\$	004366
Cross Connect Fees	\$		\$	
Other (please explain)	\$		\$	
Term	<input checked="" type="checkbox"/> 12 Month <input type="checkbox"/> 36 Month <input type="checkbox"/> 60 Month <input type="checkbox"/> Other			
Cross Connects	<input checked="" type="checkbox"/> Customer to order all cross connects			

Contact Information

Initiator Phil Mottl	Phone 630 522 5348	Fax
Billing Brenda McKellar	Phone 469 259 2414	Fax
Service	Phone	Fax
Design/Technical Jon Harper	Phone 469 259 2648	Fax
Location 1 (From) Stephen Yang	Phone 213 927 9203	Fax
Location 2 (To)	Phone	Fax

Customer

Southern California Edison

Signature	Date	Signature	Date
x Richard W. Anderson	4/1/02	x Pedro J. Pizarro	4/1/02
(Name)	(Title)	(Name)	(Title)
	VP Engineering & Operations	Pedro J. Pizarro	VP GCM

For SCE Internal Use Only

ASR Number	Account Manager Greg Ertel
SCE Quotation Number	Phone Number 626-302-2360



EDISON
CARRIER SOLUTIONS

ASR 4

Access Service Request (ASR)

A Division of SOUTHERN CALIFORNIA EDISON

INTERSTATE TYPE I / II SERVICE

Billing Information

*Allegiance Telecom Worldwide
9201N Central Expressway
Dallas TX 75231

Service Information

Desired Due Date 150 days from the date of execution	Order Type
Quantity 3	<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel <input type="checkbox"/> Disconnect
Service Type	<input type="checkbox"/> DS1 <input type="checkbox"/> DS3 <input type="checkbox"/> DS3 x 3 <input type="checkbox"/> OC3 <input type="checkbox"/> OC3c <input checked="" type="checkbox"/> OC12 <input type="checkbox"/> OC12c <input type="checkbox"/> OC48 <input type="checkbox"/> Wavelength <input type="checkbox"/> Other

Special Instructions

1 of 7 ASRs comprising the L A Ring 1+1 card protection provided This location may be served by Type II Facilities

Service Location Information (Termination/Demarcation Points)

FROM (A)	TO (Z)
Company Name Allegiance Address 818 W 7 th St Floor/Room City/State/Zip NPA/NXX or LSO JCI LSANCA54W13 Interface Location & Type Carrier Circuit Number Purchase Order Number (PON)	Company Name Pacific Bell CO Address 6900 S Vermont Ave Floor/Room City/State/Zip Los Angeles CA, 90017 NPA/NXX or LSO NCI LSANCA05K00 Interface Location & Type

Charges / Term

Item	Charge	Quantity	Total	Explanation
Monthly Recurring	\$9,000	3	\$27,000	
Installation (one time)	\$		\$	01/00/ 004367
Special Construction (one time)	\$		\$	004368
Cross Connect Fees	\$		\$	004369
Other (please explain)	\$		\$	
Term	<input checked="" type="checkbox"/> 12 Month <input type="checkbox"/> 36 Month <input type="checkbox"/> 60 Month <input type="checkbox"/> Other			
Cross Connects	<input checked="" type="checkbox"/> Customer to order all cross connects			

Contact Information

Initiator Phil Mottl	Phone 630 522 5348	Fax
Billing Brenda McKellar	Phone 469 259 2414	Fax
Service	Phone	Fax
Design/Technical Jon Harper	Phone 469 259 2648	Fax
Location 1 (From) Stephen Yang	Phone 213 927 9203	Fax
Location 2 (To)	Phone	Fax

Customer

Southern California Edison

Signature	Date	Signature	Date
x <i>Richard H. Anderson</i>	4/1/02	x <i>Pedro J. Pizarro</i>	4/1/02
(Name)	(Title)	(Name)	(Title)
	V.P. Engineering & Operations	Pedro J. Pizarro	VP & GM

For SCE Internal Use Only

ASR Number	Account Manager Greg Ertel
SCE Quotation Number	Phone Number 626-302-2360



ASR 5
Access Service Request (ASR)

DISPATCHED THROUGHOUT THE DAY

INTERSTATE TYPE I SERVICE

Billing Information

Allegiance Telecom Worldwide
9201 N Central Expressway
Dallas TX 75231

Service Information

Desired Due Date 150 days from date of execution

Quantity 3

Order Type

☒ New ☐ Change ☐ Cancel ☐ Disconnect

Service Type

☐ DS1

☐ DS3

☐ DS3 x 3

☐ OC3

☐ OC3c

☒ OC12

☐ OC12c

☐ OC48

☐ Wavelength

☐ Other

Special Instructions

1 of 7 ASRs comprising the L A Ring 1+1 card protection provided

Service Location Information (Termination/Demarcation Points)

FROM (A)

TO (Z)

Company Name Allegiance
Address 818 W 7th St
Floor/Room Ste 320
City/State/Zip Los Angeles, CA 90017
NPA/NXX or LSO
CI LSANCA54W13
Interface Location & Type
Carrier Circuit Number
Purchase Order Number (PON)

Company Name Pacific Bell CO
Address 14800 Ventura Blvd
Floor/Room
City/State/Zip Sherman Oaks, CA
NPA/NXX or LSO
NCI SHOKCA01 W35
Interface Location & Type

Charges / Term

Item	Charge	Quantity	Total	Explanation
Monthly Recurring	\$9 000	3	\$27,000	
Installation (one time)	\$		\$	
Special Construction (one time)	\$		\$	
Cross Connect Fees	\$		\$	
Other (please explain)	\$		\$	
Term	<input checked="" type="checkbox"/> 12 Month	<input type="checkbox"/> 36 Month	<input type="checkbox"/> 60 Month	<input type="checkbox"/> Other
Cross Connects	<input checked="" type="checkbox"/> Customer to order all cross connects			

01/00/ 004370
004371
004372

Contact Information

Initiator Phil Mottl
Billing Brenda McKellar
Service
Design/Technical Jon Harper
Location 1 (From) Stephen Yang
Location 2 (To)

Phone 630 522 5348
Phone 469 259 2414
Phone
Phone 469 259 2648
Phone 213 927 9203
Phone

Fax
Fax
Fax
Fax
Fax
Fax

Customer

Southern California Edison

Signature
Date
4/1/02

(Name)
VP Engineering & Operations

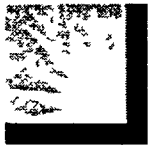
Signature
Date
4/1/02

(Name)
Pedro J. Pizarro
(Title)
VP & GM

or SCE Internal Use Only

ASR Number
SCE Quotation Number

Account Manager Greg Ertel
Phone Number 626 302-2360



EDISON
CARRIER SOLUTIONS

Division of SOUTHERN CALIFORNIA EDISON

ASR 6

Access Service Request (ASR)

INTERSTATE TYPE I SERVICE

Billing Information

Allegiance Telecom Worldwide
9201 N Central Expressway
Dallas, TX 75231

Service Information

Desired Due Date 150 days from date of execution	Order Type
Quantity 2	<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel <input type="checkbox"/> Disconnect
Service Type	<input type="checkbox"/> DS1 <input type="checkbox"/> DS3 <input type="checkbox"/> DS3 x 3 <input type="checkbox"/> OC3 <input type="checkbox"/> OC3c <input checked="" type="checkbox"/> OC12 <input type="checkbox"/> OC12c <input type="checkbox"/> OC48 <input type="checkbox"/> Wavelength <input type="checkbox"/> Other

Special Instructions

1 of 7 ASRs comprising the L A Ring 1+1 card protection provided

Service Location Information (Termination/Demarcation Points)

FROM (A)	TO (Z)
Company Name Allegiance Address 818 W 7 th St Floor/Room Ste 320 City/State/Zip Los Angeles, CA 90017 IP/NXX or LSO NCI LSANCA54W13 Interface Location & Type Carrier Circuit Number Purchase Order Number (PON)	Company Name Verizon CO Address 3440 California Ave Floor/Room City/State/Zip Long Beach, CA NPA/NXX or LSO NCI LNBHCAXG W21 Interface Location & Type

Charges / Term

Item	Charge	Quantity	Total	Explanation
Monthly Recurring	\$9,000	2	\$18,000	01/00/004373 004374
Installation (one time)	\$		\$	
Special Construction (one time)	\$		\$	
Cross Connect Fees	\$		\$	
Other (please explain)	\$		\$	
Term	<input checked="" type="checkbox"/> 12 Month <input type="checkbox"/> 36 Month <input type="checkbox"/> 60 Month <input type="checkbox"/> Other			
Cross Connects	<input checked="" type="checkbox"/> Customer to order all cross connects			

Contact Information

Initiator Phil Mottl	Phone 630 522 5348	Fax
Billing Brenda McKellar	Phone 469 259 2648	Fax
Service	Phone	Fax
Design/Technical Jon Harper	Phone 469 259 2648	Fax
Location 1 (From) Stephen Yang	Phone 213 927 9203	Fax
Location 2 (To)	Phone	Fax

Customer

Customer		Southern California Edison	
Signature	Date	Signature	Date
<i>Richard Anderson</i>	4/1/02	<i>Pedro J. Pizarro</i>	4/1/02
(Name)	(Title)	(Name)	(Title)
V.P. Engineering & Operations		Pedro J. Pizarro	VP & GM

For SCE Internal Use Only

ASR Number	Account Manager Greg Ertel
SCE Quotation Number	Phone Number 626-302-2360



EDISON
CARRIER SOLUTIONS

A Division of SOUTHERN CALIFORNIA EDISON

ASR 7

Access Service Request (ASR)

INTERSTATE TYPE I SERVICE

Billing Information

Allegiance Telecom Worldwide
9201 N Central Expressway
Dallas TX 75231

Service Information

Desired Due Date 150 days from the date of execution	Order Type
Quantity 2	<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel <input type="checkbox"/> Disconnect
Service Type	<input type="checkbox"/> DS1 <input type="checkbox"/> DS3 <input type="checkbox"/> DS3 x 3 <input type="checkbox"/> OC3 <input type="checkbox"/> OC3c <input checked="" type="checkbox"/> OC12 <input type="checkbox"/> OC12c <input type="checkbox"/> OC48 <input type="checkbox"/> Wavelength <input type="checkbox"/> Other

Special Instructions

1 of 7 ASRs comprising the L A Ring 1+1 card protection provided

Service Location Information (Termination/Demarcation Points)

FROM (A)	TO (Z)
Company Name Allegiance Address 818 W 7 th St Floor/Room Ste 320 City/State/Zip Los Angeles, CA 90017 NPA/NXX or LSO NCI LSNCA54W13 Interface Location & Type Carrier Circuit Number Purchase Order Number (PON)	Company Name Verizon CO Address 1501 Ocean Park Floor/Room City/State/Zip Santa Monica, CA NPA/NXX or LSO NCI SNMNCAXJ W08 Interface Location & Type

Charges / Term

Item	Charge	Quantity	Total	Explanation
Monthly Recurring	\$9,000	2	\$18,000	01/00/00 4375 00 4376
Installation (one time)	\$		\$	
Special Construction (one time)	\$		\$	
Cross Connect Fees	\$		\$	
Other (please explain)	\$		\$	
Term	<input checked="" type="checkbox"/> 12 Month <input type="checkbox"/> 36 Month <input type="checkbox"/> 60 Month <input type="checkbox"/> Other			
Cross Connects	<input checked="" type="checkbox"/> Customer to order all cross connects			

Contact Information

Initiator Phil Mottl	Phone 630 522 5348	Fax
Billing Brenda McKellar	Phone 469 259 2414	Fax
Service	Phone	Fax
Design/Technical Jon Harper	Phone 469 259 2648	Fax
Location 1 (From) Stephen Yang	Phone 213 927 9203	Fax
Location 2 (To)	Phone	Fax

Customer

Southern California Edison

Signature	Date	Signature	Date
x Richard W. [Signature]	4/1/02	x Pedro J. [Signature]	4/1/02
(Name)	(Title)	(Name)	(Title)
	V.P. Engineering & Operations	Pedro J. Pizarro	V.P. G.M.

For SCE Internal Use Only

ASR Number	Account Manager Greg Ertel
SCE Quotation Number	Phone Number 626-302-2360



EDISON
CARRIER SOLUTIONS

A Division of SOUTHERN CALIFORNIA EDISON

ASR 8

Access Service Request (ASR)

INTERSTATE TYPE I SERVICE

Billing Information

*Allegiance Telecom Worldwide
9201 N Central Expressway
Dallas, TX 75231

Service Information

Desired Due Date 150 days from Contract Execution		Order Type	
Quantity 2		<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel <input type="checkbox"/> Disconnect	
Service Type	<input type="checkbox"/> DS1 <input type="checkbox"/> DS3 <input type="checkbox"/> DS3 x 3 <input type="checkbox"/> OC3 <input checked="" type="checkbox"/> OC12 <input type="checkbox"/> OC12c <input type="checkbox"/> OC48 <input type="checkbox"/> Wavelength <input type="checkbox"/> OC3c <input type="checkbox"/> Other		

Special Instructions

1 of 5 ASRs comprising the Orange County Ring 1+1 card protection provided

Service Location Information (Termination/Demarcation Points)

FROM (A)	TO (Z)
Company Name Allegiance Address 1251 E Dyer Road Floor/Room Ste 215 City/State/Zip Santa Ana CA JPA/NXX or LSO NCI SNANCACZW04 Interface Location & Type Carrier Circuit Number Purchase Order Number (PON)	Company Name Verizon CO Address 3440 California Ave Floor/Room City/State/Zip Long Beach, CA 90707 NPA/NXX or LSO NCI LNBHCAXGW21 Interface Location & Type

Charges / Term

Item	Charge	Quantity	Total	Explanation
Monthly Recurring	\$9,000	2	\$18,000	01/00/004378 004379
Installation (one time)	\$		\$	
Special Construction (one time)	\$		\$	
Cross Connect Fees	\$		\$	
Other (please explain)	\$		\$	
Term	<input checked="" type="checkbox"/> 12 Month <input type="checkbox"/> 36 Month <input type="checkbox"/> 60 Month <input type="checkbox"/> Other			
Cross Connects	<input checked="" type="checkbox"/> Customer to order all cross connects			

Contact Information

Initiator Phil Mottl	Phone 630 522 5348	Fax
Billing Brenda McKellar	Phone 469 259 2414	Fax
Service	Phone	Fax
Design/Technical Jon Harper	Phone 469 259 2648	Fax
Location 1 (From) Stephen Yang	Phone 213 927 9203	Fax
Location 2 (To)	Phone	Fax

Customer

Southern California Edison

Signature	Date	Signature	Date
x <i>Richard N. Anderson</i>	4/1/02	x <i>Pedro J. Pizarro</i>	4/4/02
(Name)	(Title)	(Name)	(Title)
	VP Engineering & Operations	Pedro J. Pizarro	VP LGM

For SCE Internal Use Only

ASR Number	Account Manager Greg Ertel
SCE Quotation Number	Phone Number 626 302 2360



EDISON
CARRIER SOLUTIONS

ASR 9

Access Service Request (ASR)

A Division of SOUTHERN CALIFORNIA EDISON

INTERSTATE TYPE I SERVICE

Billing Information

Allegiance Telecom Worldwide 9201 N Central Expressway Dallas, TX 75231

Service Information

Desired Due Date 150 days from Contract	Order Type
Execution	<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel <input type="checkbox"/> Disconnect
Quantity 3	
Service Type <input type="checkbox"/> DS1 <input type="checkbox"/> DS3 <input type="checkbox"/> DS3 x 3 <input type="checkbox"/> OC3 <input type="checkbox"/> OC3c <input checked="" type="checkbox"/> OC12 <input type="checkbox"/> OC12c <input type="checkbox"/> OC48 <input type="checkbox"/> Wavelength <input type="checkbox"/> Other	

Special Instructions

1 of 5 ASRs comprising the Orange County Ring 1+1 card protection provided
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Service Location Information (Termination/Demarcation Points)

FROM (A)	TO (Z)
Company Name Allegiance Address 1251 E Dyer Road Floor/Room Ste 215 City/State/Zip Santa Ana CA IP/NXX or LSO JCI SNANCACZW04 Interface Location & Type Carrier Circuit Number Purchase Order Number (PON)	Company Name Pacific Bell CO Address 217 N Lemon St Floor/Room City/State/Zip Anaheim, CA 92805 NPA/NXX or LSO NCI ANHMCA01W60 Interface Location & Type

Charges / Term

Item	Charge	Quantity	Total	Explanation
Monthly Recurring	\$9,000	3	\$27 000	01 / 00 / 00 4380 00 4381 00 4382
Installation (one time)	\$		\$	
Special Construction (one time)	\$		\$	
Cross Connect Fees	\$		\$	
Other (please explain)	\$		\$	
Term	<input checked="" type="checkbox"/> 12 Month <input type="checkbox"/> 36 Month <input type="checkbox"/> 60 Month <input type="checkbox"/> Other			
Cross Connects	<input checked="" type="checkbox"/> Customer to order all cross connects			

Contact Information

Initiator Phil Mottl	Phone 630 522 5348	Fax
Billing Brenda McKellar	Phone 469 259 2414	Fax
Service	Phone	Fax
Design/Technical Jon Harper	Phone 469 259 2648	Fax
Location 1 (From) Stephen Yang	Phone 213 927 9203	Fax
Location 2 (To)	Phone	Fax

Customer

Customer		Southern California Edison	
Signature	Date	Signature	Date
x <i>Richard Anderson</i> (Name)	4/1/02 (Title) V.P. Engineering & Operations	x <i>Pedro J. Luna</i> (Name)	4/4/02 (Title) VP LGM

or SCE Internal Use Only

ASR Number	Account Manager Greg Ertel
SCE Quotation Number	Phone Number 626-302-2360



EDISON
CARRIER SOLUTIONS

ASR 10

Access Service Request (ASR)

Division of Southern California Edison

INTERSTATE TYPE I SERVICE

Billing Information

*Allegiance Telecom Worldwide
9201 N Central Expressway
Dallas, TX 75231

Service Information

Desired Due Date 150 days from Contract Execution		Order Type			
Quantity 2		<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel <input type="checkbox"/> Disconnect			
Service Type	<input type="checkbox"/> DS1 <input type="checkbox"/> DS3 <input type="checkbox"/> DS3 x 3 <input type="checkbox"/> OC3 <input type="checkbox"/> OC3c	<input checked="" type="checkbox"/> OC12 <input type="checkbox"/> OC12c <input type="checkbox"/> OC48 <input type="checkbox"/> Wavelength <input type="checkbox"/> Other			

Special Instructions

1 of 5 ASRs comprising the Orange County Ring 1+1 card protection provided

Service Location Information (Termination/Demarcation Points)

FROM (A)	TO (Z)
Company Name Allegiance Address 1251 E Dyer Road Floor/Room Ste 215 City/State/Zip Santa Ana CA NPA/NXX or LSO NCI SNANCACZW04 Interface Location & Type Carrier Circuit Number Purchase Order Number (PON)	Company Name Pacific Bell CO Address 3580 Orange St Floor/Room City/State/Zip Riverside, CA 92501 NPA/NXX or LSO NCI RVSDCA01W26 Interface Location & Type

Charges / Term

Item	Charge	Quantity	Total	Explanation
Monthly Recurring	\$9,000	2	\$18,000	
Installation (one time)	\$		\$	
Special Construction (one time)	\$		\$	
Cross Connect Fees	\$		\$	
Other (please explain)	\$		\$	
Term	<input checked="" type="checkbox"/> 12 Month <input type="checkbox"/> 36 Month <input type="checkbox"/> 60 Month <input type="checkbox"/> Other			
Cross Connects	<input checked="" type="checkbox"/> Customer to order all cross connects			

01 / 00 / 004383
004384

Contact Information

Initiator Phil Mottl	Phone 630 522 5348	Fax
Billing Brenda McKellar	Phone 469 259 2414	Fax
Service	Phone	Fax
Design/Technical Jon Harper	Phone 469 259 2648	Fax
Location 1 (From) Stephen Yang	Phone 213 927 9203	Fax
Location 2 (To)	Phone	Fax

Customer

Southern California Edison

Signature	Date	Signature	Date
x <i>Richard J. Anderson</i>	4/1/02	x <i>Pedro J. Pizarro</i>	4/4/02
(Name)	(Title)	(Name)	(Title)
V.P. Engineering & Operations		Pedro J. Pizarro	VP G.M.

or SCE Internal Use Only

ASR Number	Account Manager Greg Ertel
SCE Quotation Number	Phone Number 626-302-2360



EDISON
CARRIER SOLUTIONS

A Division of SOUTHERN CALIFORNIA EDISON

ASR 1
Access Service Request (ASR)

INTERSTATE TYPE I SERVICE

Billing Information

*Allegiance Telecom Worldwide
9201 N Central Expressway
Dallas, TX 75231

Service Information

Desired Due Date 150 days from Contract Execution		Order Type	
Quantity 1		<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel <input type="checkbox"/> Disconnect	
Service Type	<input type="checkbox"/> DS1 <input type="checkbox"/> DS3 <input type="checkbox"/> DS3 x 3 <input type="checkbox"/> OC3 <input checked="" type="checkbox"/> OC12 <input type="checkbox"/> OC12c <input type="checkbox"/> OC48 <input type="checkbox"/> Wavelength <input type="checkbox"/> OC3c <input type="checkbox"/> Other		

Special Instructions

1 of 5 ASRs comprising the Orange County Ring 1+1 card protection provided

Service Location Information (Termination/Demarcation Points)

FROM (A)	TO (Z)
Company Name Allegiance Address 1251 E Dyer Road Floor/Room Ste 215 City/State/Zip Santa Ana CA NPA/NXX or LSO NCI SNANCACZW04 Interface Location & Type Carrier Circuit Number Purchase Order Number (PON)	Company Name Verizon CO Address 6802 Westminster Floor/Room City/State/Zip Westminster, CA 92683 NPA/NXX or LSO NCI WMSMCAXFW22 Interface Location & Type

Charges / Term

Item	Charge	Quantity	Total	Explanation
Monthly Recurring	\$9 000	1	\$9,000	
Installation (one time)	\$		\$	
Special Construction (one time)	\$		\$	
Cross Connect Fees	\$		\$	
Other (please explain)	\$		\$	
Term	<input checked="" type="checkbox"/> 12 Month <input type="checkbox"/> 36 Month <input type="checkbox"/> 60 Month <input type="checkbox"/> Other			
Cross Connects	<input checked="" type="checkbox"/> Customer to order all cross connects			

01/00/004385

Contact Information

Initiator Phil Mottl	Phone 630 522 5348	Fax
Billing Brenda McKellar	Phone 469 259 2414	Fax
Service	Phone	Fax
Design/Technical Jon Harper	Phone 469 259 2648	Fax
Location 1 (From) Stephen Yang	Phone 213 927 9203	Fax
Location 2 (To)	Phone	Fax

Customer

Customer		Southern California Edison	
Signature	Date	Signature	Date
x <i>Kirchack</i>	4/1/02	x <i>Pedro J. Pizarro</i>	4/1/02
(Name)	(Title)	(Name)	(Title)
	V.P. Engineering & Operations	Pedro J. Pizarro	VP & GM

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ASR Number		Account Manager Greg Ertel
SCE Quotation Number		Phone Number 626-302-2360



EDISON
CARRIER SOLUTIONS

A Division of SOUTHERN CALIFORNIA EDISON

ASR 12

Access Service Request (ASR)

INTERSTATE TYPE I SERVICE

Billing Information

Allegiance Telecom Worldwide
9201 N Central Expressway
Dallas, TX 75231

Service Information

Desired Due Date 150 days from Contract Execution		Order Type			
Quantity 3		<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel <input type="checkbox"/> Disconnect			
Service Type	<input type="checkbox"/> DS1 <input type="checkbox"/> DS3 <input type="checkbox"/> DS3 x 3 <input type="checkbox"/> OC3 <input type="checkbox"/> OC3c	<input checked="" type="checkbox"/> OC12 <input type="checkbox"/> OC12c <input type="checkbox"/> OC48 <input type="checkbox"/> Wavelength <input type="checkbox"/> Other			

Special Instructions

1 of 5 ASRs comprising the Orange County Ring 1+1 card protection provided

Service Location Information (Termination/Demarcation Points)

FROM (A)	TO (Z)
Company Name Allegiance Address 1251 E Dyer Road Floor/Room Ste 215 City/State/Zip Santa Ana CA NPA/NXX or LSO JCI SNANCACZW04 Interface Location & Type Carrier Circuit Number Purchase Order Number (PON)	Company Name Pacific Bell CO Address 4918 Irvine Center Dr Floor/Room City/State/Zip Irvine, CA 92714 NPA/NXX or LSO NCI IRVNCA01W16 Interface Location & Type

Charges / Term

Item	Charge	Quantity	Total	Explanation
Monthly Recurring	\$9,000	3	\$27,000	
Installation (one time)	\$		\$	
Special Construction (one time)	\$		\$	
Cross Connect Fees	\$		\$	
Other (please explain)	\$		\$	
Term	<input checked="" type="checkbox"/> 12 Month <input type="checkbox"/> 36 Month <input type="checkbox"/> 60 Month <input type="checkbox"/> Other			
Cross Connects	<input checked="" type="checkbox"/> Customer to order all cross connects			

01/02/ 004386
004387
004388

Contact Information

Initiator Phil Motti	Phone 630 522 5348	Fax
Billing Brenda McKellar	Phone 469 259 2414	Fax
Service	Phone	Fax
Design/Technical Jon Harper	Phone 469 259 2648	Fax
Location 1 (From) Stephen Yang	Phone 213 927 9203	Fax
Location 2 (To)	Phone	Fax

Customer

Southern California Edison

Signature	Date	Signature	Date
x <i>Richard H. Ockman</i>	4/1/02	x <i>Pedro J. Pizarro</i>	4/4/02
(Name)	(Title)	(Name)	(Title)
	VP Engineering & Operations	Pedro J Pizarro	VP & GM

For SCE Internal Use Only

ASR Number	Account Manager Greg Ertel
SCE Quotation Number	Phone Number 626-302-2360



Access Service Request (ASR)

A Division of SOUTHERN CALIFORNIA EDISON

INTERSTATE TYPE I SERVICE

Billing Information

Allegiance Telecom Worldwide
9201 N Central Expressway
Dallas TX 75231

Service Information

Desired Due Date 150 days from date of execution

Order Type

Quantity 2

☒ New ☐ Change ☐ Cancel ☐ Disconnect

Service Type

☐ DS1

☐ DS3

☐ DS3 x 3

☐ OC3

☐ OC3c

☒ OC12

☐ OC12c

☐ OC48

☐ Wavelength

☐ Other

Special Instructions

1 of 7 ASRs comprising the L A Ring 1+1 card protection provided

Service Location Information (Termination/Demarcation Points)

FROM (A)	TO (Z)
Company Name Allegiance Address 3440 California Ave Floor/Room City/State/Zip Long Beach, CA JPA/NXX or LSO NCI LNBHCAXG W21 Interface Location & Type Carrier Circuit Number Purchase Order Number (PON)	Company Name Verizon CO Address 211 W D St Floor/Room City/State/Zip Ontario, CA NPA/NXX or LSO NCI ONTRCAXF W31 Interface Location & Type

Charges / Term

Item	Charge	Quantity	Total	Explanation
Monthly Recurring	\$9,000	2	\$18,000	
Installation (one time)	\$		\$	
Special Construction (one time)	\$		\$	
Cross Connect Fees	\$		\$	
Other (please explain)	\$		\$	
Term	<input checked="" type="checkbox"/> 12 Month	<input type="checkbox"/> 36 Month	<input type="checkbox"/> 60 Month	<input type="checkbox"/> Other
Cross Connects	<input checked="" type="checkbox"/> Customer to order all cross connects			

01/0D/ 004389
004390

Contact Information

Initiator Phil Mottl	Phone 630 522 5348	Fax
Billing Brenda McKellar	Phone 469 259 2414	Fax
Service	Phone	Fax
Design/Technical Jon Harper	Phone 469 259 2648	Fax
Location 1 (From) Stephen Yang	Phone 213 927 9203	Fax
Location 2 (To)	Phone	Fax

Customer

Southern California Edison

Signature	Date	Signature	Date
x Richard H. Anderson	4/1/02	x Pedro J. Pignus	4/4/02
(Name)	(Title)	(Name)	(Title)
V.P. Engineering & Operations		Pedro J. Pignus	V.P. GCM

For SCE Internal Use Only

ASR Number	Account Manager Greg Ertel
SCE Quotation Number	Phone Number 626-302-2360

November 18, 2003

UPS NEXT DAY AIR

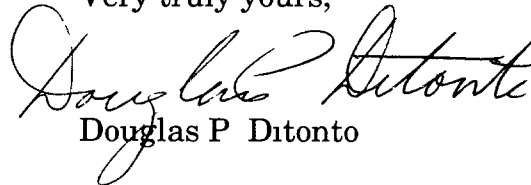
The Clerk of the United States Bankruptcy Court
Southern District of New York
Allegiance Claims Docketing Center
One Bowling Green, Room 534
New York, New York 10004-1408

Re Allegiance Telecom
Dear Clerk

Please file the enclosed Proof of Claim with attached supporting documents and return a conformed copy of the Proof of Claim in the attached self-addressed envelope provided as soon as possible

Should you have any questions regarding the same, please do not hesitate to contact the undersigned

Thanks for your anticipated courtesy and cooperation

Very truly yours,

Douglas P. Ditonto

DPD djp Letter1.doc

Enclosure(s)