

**Local Number Portability (LNP) Managed Cuts Amendment to the Nebraska
Interconnection Agreement
Between
MCImetro Access Transmission Services, LLC
and
Qwest Corporation**

This Local Number Portability (LNP) Managed Cuts Amendment (“Amendment”) is made and entered into by and between MCImetro Access Transmission Services LLC, f/k/a MCImetro Access Transmission Services, Inc. (“MCI”) and Qwest Corporation (“Qwest”). Qwest and MCI may be referred to collectively as the “Parties”.

RECITALS

WHEREAS, MCI and Qwest entered into an Interconnection Agreement (“the Agreement”) for service in the state of Nebraska that was approved by the Nebraska Public Service Commission (“Commission”); and

WHEREAS, MCI and Qwest desire to amend the Agreement under terms and conditions contained herein.

AGREEMENT

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

1. Amendment Terms.

This Amendment is made in order to add terms, conditions and rates for Local Number Portability Managed Cuts as set forth in the Attachment for Local Number Portability Managed Cuts, attached hereto and incorporated herein.

2. Effective Date.

This Amendment shall be deemed effective upon approval by the Commission; however, the Parties agree to implement the provisions of this Amendment upon execution.

3. Further Amendments.

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

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

**MCIMETRO ACCESS TRANSMISSION
SERVICES LLC**

QWEST CORPORATION

Authorized Signature

Authorized Signature

Name Printed/Typed

Name Printed/Typed

Title

Title

Date

Date

**ATTACHMENT
LOCAL NUMBER PORTABILITY
MANAGED CUTS**

- 1.01 A Managed Cut permits MCIIm to select a coordinated cut for LNP (“LNP Managed Cut”) on an Individual Case Basis (“ICB”). LNP Managed Cuts are offered 24 X 7 X 365 basis. For example, Qwest allows MCIIm to request a Managed Cut in those situations where a cut would otherwise have been flow-through, but where MCIIm has a business need to have Qwest personnel dedicated to the cut.
- 1.1 The date and time for an LNP Managed Cut requires up-front planning and may need to be mutually determined by Qwest and MCIIm. Qwest will use best efforts to schedule and complete all LNP Managed Cuts in accordance with MCIIm’s LNP Managed Cut request submitted pursuant to section 1.2 below, provided the information is complete and accurate. All requests will be processed on a nondiscriminatory, first come, first served basis and are subject to Qwest’s good faith ability to meet a reasonable demand. Circumstances such as system downtime, switch upgrades, switch maintenance, and the possibility of other CLECs requesting the same Frame Due Time (“FDT”) in the same switch (switch contention) will be considered. In the event that any of these situations occur, Qwest and MCIIm will promptly determine a mutually agreed upon FDT, prior to Qwest’s issuance of the Firm Order Confirmation (FOC). When this up-front coordination and FDT negotiation is needed, additional time may be required for the FOC.
- 1.2 MCIIm shall request an LNP Managed Cut by submitting a Local Service Request (“LSR”) and designating the order as a LNP Managed Cut in the remarks section of the LSR form.
- 1.3 MCIIm will incur additional charges as set forth below and Section 1.7 herein, for the LNP Managed Cut dependent upon the FDT. The rates are based upon whether the request is within Qwest’s normal business hours or out of hours. Qwest’s normal business hours are 7:00 a.m. to 7:00 p.m., local time, Monday through Friday. The rate for a LNP Managed Cut during normal business hours is the standard rate. The rate for a LNP Managed Cut out of hours, except for Sundays and Holidays, is the overtime rate, and Sundays and Holidays is the premium rate.
- The parties agree that the LNP Managed Cut rates reflected herein will apply, but are subject to modification based on rate changes resulting from future SGAT proceedings or by order of the Commission.
- 1.4 Charges for LNP Managed Cuts shall be based upon actual hours worked in one half (½) hour increments multiplied by the number of Qwest personnel actively participating in the LNP Managed Cut. Such charges are set forth in Section 1.7 below.
- 1.5 Qwest will schedule the appropriate number of employees prior to the LNP Managed Cut, based upon information provided by MCIIm. MCIIm will also have appropriate personnel scheduled for the negotiated FDT. If MCIIm’s information is modified during the LNP Managed Cut, and, as a result, non-scheduled employees are required, MCIIm shall be charged a three (3) hour minimum callout per each

additional non-scheduled employee. If the cut is either cancelled, or supplemented to change the due date within twenty four (24) hours of the negotiated FDT by MCI, MCI will be charged a three (3) hour minimum.

1.6 In the event that the LNP Managed Cut conversion is not successful, MCI and Qwest agree to isolate and fix the problem in a timeframe acceptable to MCI. If the problem cannot be corrected within an acceptable timeframe, MCI may request the restoration of Qwest service for the ported customer. Such restoration shall occur immediately upon request. MCI is required to issue a Supplemental LSR to either cancel the original LSR or change the due date.

1.7 Qwest will provide a LNP Managed Cut at the following rates:

LNP Managed Cut standard	Recurring NA	\$ 27.38 per ½ hour per person
LNP Managed Cut overtime	Recurring NA	\$ 35.43 per ½ hour per person
LNP Managed Cut premium	Recurring NA	\$ 43.49 per ½ hour per person