

**911/Waiver Amendment
to the Interconnection Agreement
Between
Sprint Communications Company, L.P.
and
Qwest Corporation
For the States of Iowa, Idaho, Montana, North Dakota, Nebraska, New Mexico,
South Dakota, Utah and Wyoming**

This 911 Waiver Amendment is made and entered into by and between Sprint Communications Company, L.P. ("Sprint") and Qwest Corporation ("Qwest").

WHEREAS, Sprint and Qwest entered into an Interconnection Agreement for service in the states of Iowa, Idaho, Montana, North Dakota, Nebraska, New Mexico, South Dakota, Utah and Wyoming that was executed by Sprint on July 8, 1997 and by Qwest on July 17, 1997 (the "Interconnection Agreement"); and

WHEREAS, the Parties wish to amend the Agreement further under the terms and conditions contained herein; and

WHEREAS, Sprint desires to offer a new Dial IP product in the aforementioned States, and

WHEREAS, Sprint has stated that its new Dial IP product will carry only one-way internet-bound data traffic of Qwest originated calls delivered to Sprint Dial IP Customers and Sprint has indicated that its Dial IP Service will not be capable of allowing Sprint Dial IP Customers to originate any Sprint voice calls, including calls that may terminate at a 911 or E911 PSAP or a mass calling choke point, and

WHEREAS, Sprint claims that its Dial IP equipment does not require 911 or E911 or mass calling choke trunks for effective technical operation of equipment or for the public safety, and

WHEREAS, Qwest is concerned that it may become involved in 911 or E911 disputes with public authorities or Sprint Customers concerning the capability of a carrier to originate local voice traffic that might terminate to Qwest without 911/E911 capabilities being provided to end users, and

WHEREAS, all other Sections of the Interconnection Agreement will remain unchanged.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Qwest and Sprint agree as follows:

Sprint represents and affirms that it will not allow its Dial IP Customers to originate Sprint voice calls using the Dial IP trunks that terminate to Qwest.

Sprint shall at all times cooperate with Qwest on the provisioning of 911/E911 and mass

calling trunks when Sprint delivers its voice traffic to Qwest for termination. Qwest shall have the right to participate in the testing of this functionality. Sprint shall notify Qwest at any time that Sprint seeks interconnection arrangement between a Sprint switch and Qwest's network that might be used to carry traffic that requires 911/E911 and mass calling trunk functionality.

In addition to the provisions contained in the Interconnection Agreement, Sprint shall indemnify and hold harmless Qwest from and against any loss, cost, claim, liability, damage and expense (including reasonable attorney's fees) to third parties, including but not limited to Sprint's Customers, relating to or arising out of the interconnection of Sprint's network with Qwest's network and the provision by Sprint of Sprint's Dial IP service to any third party with respect to 911/E911 calls, or capabilities or lack thereof.

Sprint agrees that it is solely responsible for the provision of 911/E911 services to its Customers, and agrees to abide by the terms of the Interconnection Agreement.

Except as provided in this Amendment, all other Sections of the Interconnection Agreement will remain unchanged.

Both Parties agree that nothing in this agreement can be used as an admission by or against either Party, including but not limited to obligations which arise with Internet-related traffic.

Sprint Communications Company, L.P.

Qwest Corporation

Signature

Signature

Name Printed/Typed

Name Printed/Typed

Title

Title

Date

Date