

**Amendment for
Local Number Portability (LNP) Managed Cuts
between**

Cox Nebraska Telecom, L.L.C.
and

Qwest Corporation

For the State of Nebraska

This Amendment ("Amendment") is made and entered into by and between Cox Nebraska Telecom, L.L.C. ("Cox") and Qwest Corporation ("Qwest").

RECITALS

WHEREAS, Cox and Qwest entered into an Interconnection Agreement, for service in the state of Nebraska, that was deemed effective on August 8, 1997 (Application No. C1473) by the Nebraska Public Service Commission (the "Agreement"); and

WHEREAS, Cox and Qwest wish to amend the Agreement by adding the terms, conditions and rates contained herein.

AGREEMENT

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

1. General

This Amendment is made in order to add, to the Agreement, the terms, conditions and rates for Local Number Portability (LNP) Managed Cuts, as set forth in Attachment 1 and Exhibit A, attached hereto and incorporated herein.

2. Effective Date

This Amendment shall be deemed effective upon Commission approval; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, Cox must generate, if necessary, an updated Customer Questionnaire. In addition to the Customer Questionnaire, all system updates will need to

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be completed by Qwest. Cox will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met.

3. Further Amendments

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

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

Cox Nebraska Telecom, L.L.C.

Qwest Corporation

Authorized Signature

Authorized Signature

Carrington F. Phillip
Name Printed/Typed

L. T. Christensen
Name Printed/Typed

Vice President, Regulatory Affairs
Title

Director – Business Policy
Title

Date

Date

ATTACHMENT 1
LOCAL NUMBER PORTABILITY (LNP) MANAGED CUTS

1.0 LNP Managed Cut with Cox-provided Loop: A Managed Cut permits Cox to select a project managed cut for LNP. Managed Cuts are offered on a 24 X 7 basis.

1.1 The date and time for the managed cut requires up-front planning and may need to be coordinated between Qwest and Cox. All requests will be processed on a first come, first served basis and are subject to Qwest's ability to meet a reasonable demand. Considerations 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) must be reviewed. In the event that any of these situations would occur, Qwest will coordinate with Cox for an agreed upon FDT, prior to issuing the Firm Order Confirmation (FOC). In special cases where a FDT must be agreed upon, the interval to reach agreement will not exceed two (2) days. In addition, standard intervals will apply.

1.2 Cox shall request a Managed Cut by submitting a Local Service Request (LSR) and designating this order as a Managed Cut in the remarks section of the LSR form.

1.3 Cox will incur additional charges for the 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., end user local time, Monday through Friday. The rate for Managed Cuts during normal business hours is the standard rate. The rate for Managed Cuts outside of Qwest's normal business hours, except for Sundays and Legal Holidays observed by Qwest in Nebraska, is the overtime rate. Sundays and Legal Holidays observed by Qwest in Nebraska are at premium rate.

1.4 Charges for Managed Cuts shall be based upon actual hours worked in one half ($\frac{1}{2}$) hour increments. Exhibit A of this Amendment contains the rates for Managed Cuts. Cox understands and agrees that in the event Cox does not make payment for Managed Cuts, unless disputed as permitted under the Agreement, Qwest shall not accept any new LSR requests for Managed Cuts.

1.5 Qwest will schedule the appropriate number of employees prior to the cut, normally not to exceed three (3) employees, based upon information provided by Cox. Cox will also have appropriate personnel scheduled for the negotiated FDT. If Cox's information is modified during the cut, and, as a result, non-scheduled employees are required, Cox shall be charged a three (3) hour minimum callout charge per each additional non-scheduled employee. If the cut is either cancelled, or supplemented

(supp) to change the due date, within twenty four (24) hours of the negotiated FDT, Cox will be charged a one person three (3) hour minimum charge. If the cut is cancelled due to a Qwest error or a new due date is requested by Qwest, within twenty-four (24) hours of the negotiated FDT, Qwest may be charged by Cox one person three (3) hour minimum charge as set forth in Exhibit A.

1.6 In the event that the LNP Managed Cut LNP conversion is not successful, Cox and Qwest agree to isolate and fix the problem in a timeframe acceptable to Cox or the customer. If the problem cannot be corrected within an acceptable timeframe to Cox or the customer, Cox may request the restoration of Qwest service for the ported customer. Such restoration shall begin immediately upon request. If Cox is in error then a supplemental order shall be provided to Qwest. If Qwest is in error, no supplemental order or additional order will be required of Cox.

1.7 Qwest shall ensure that any LNP order activity requested in conjunction with a Managed Cut shall be implemented in a manner that avoids interrupting service to the end user, including, without limitation, ensuring that the end user's Qwest Loop will not be disconnected prior to confirmation that Cox Loop has been successfully installed.