

**InterNetwork Calling Name (ICNAM)
Amendment Number 5
to the Interconnection Agreement between
Qwest Corporation and
TCG-Omaha
for the State of Nebraska**

This is an Amendment ("Amendment") for InterNetwork Calling Name (ICNAM) to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and TCG-Omaha ("CLEC"). CLEC and Qwest shall be known jointly as the "Parties."

RECITALS

WHEREAS, CLEC and Qwest entered into an Interconnection Agreement ("Agreement") for service in the state of Nebraska which was approved by the Nebraska Public Service Commission ("Commission"); and

WHEREAS, the Parties wish to amend the Agreement further under the 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:

A. Amendment Terms

The Agreement is hereby amended by adding terms, conditions and rates for ICNAM unbundled network element services (ICNAM) as set forth in Attachment 1 and Exhibits A and B to this Amendment, attached hereto and incorporated herein by this reference. The Agreement's terms regarding non-discriminatory access to and the quality of unbundled network elements will apply to ICNAM.

B. Effective Date

This Amendment shall be deemed effective upon approval by the Commission; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, CLEC must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by Qwest. CLEC will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met. Qwest shall be in a position to process such orders within a reasonable time after execution of this Amendment, assuming Qwest has received all necessary information from CLEC by the time this Amendment is fully executed.

C. 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.

D. Reservation of Rights

Qwest acknowledges that CLEC believes that the rates, terms and conditions set forth in this Amendment should be altered. The Parties acknowledge that the rates, terms and conditions set forth in this Amendment are taken from Qwest's SGAT which is currently under review by the Commission for impasse resolution as part of Qwest's application under Section 271 of the Act. If rates, terms or conditions set forth in Qwest's SGAT, from which provisions of this Amendment were taken, are modified by order of the Commission, the Parties shall amend this Agreement to incorporate such changes. The rates, and to the extent practicable, other terms and conditions contained in a modification to this Amendment that results from SGAT changes ordered by the Commission will relate back to the date this Amendment was executed. The Parties enter into this Amendment without prejudice to or waiver of any of their respective rights to challenge the terms and conditions of this Amendment under the Act, FCC or Commission rules.

TCG-Omaha

Qwest Corporation

Signature

Signature

Name Printed/Typed

L. T. Christensen

Name Printed/Typed

Title

Director – Business Policy

Title

Date

Date

ATTACHMENT 1**ICNAM**

Qwest shall provide access to ICNAM in a non-discriminatory manner according to the following terms and conditions.

1. Description

1.1 InterNetwork Calling Name (ICNAM) is a Qwest service that allows CLEC to query Qwest 's ICNAM database and secure the listed name information for the requested telephone number (calling number), in order to deliver that information to CLEC's end users.

1.2 ICNAM database contains current listed name data by working telephone number served or administered by Qwest, including listed name data provided by other Telecommunications Carriers participating in the calling name delivery service arrangement.

2. Terms and Conditions

2.1 In response to queries properly received at Qwest 's ICNAM database, Qwest will provide the listed name of the calling party that relates to the calling telephone number (when the information is actually available in Qwest's database and the delivery thereof is not blocked or otherwise limited by the calling party or other appropriate request). CLEC is responsible for properly and accurately launching and transmitting the query from its serving office to the Qwest database.

2.2 In response to proper signaling queries, Qwest will provide CLEC with ICNAM database end user information if the calling party's end user information is stored in the Qwest ICNAM database. As a result, the called party end user can identify the calling party listed name prior to receiving the call, except in those cases where the calling party end user has its ICNAM information blocked.

2.3 Qwest will allow CLEC to query Qwest 's ICNAM database in order to obtain ICNAM information that identifies the calling party end user. The parties acknowledge that Qwest may bill CLEC for all queries that contain the SSP's Point Code identified in Exhibit B and for which CNAM is provided.

2.4 The ICNAM service shall include the database dip and transport from Qwest 's regional STP to Qwest's SCP where the database is located. Transport from CLEC 's network to Qwest 's regional STP where the database is located is provided via existing D- Links between AT&T and Qwest., which are described in the Nondiscriminatory Access to Network Elements – Nondiscriminatory Access to Databases and Associated Signaling Section of this Agreement.

2.5 CLEC shall send queries conforming to the American National Standards Institute's (ANSI) approved standards for SS7 protocol and per the following specification standard documents:

- a) Telcordia-SS7 Specification, TR-NPL-000246;
- b) ANSI-SS7 Specifications;
- c) Message Transfer Part T1.111;
- d) Signaling Connection Control Part T1.112;
- e) Transaction Capabilities Application Part T1.114;
- f) Telcordia-CLASS Calling Name Delivery;
- g) Generic Requirements, TR-NWT-001188; and
- h) Telcordia-CCS Network Interface Specifications, TR-TSV-000905.

2.6 CLEC acknowledges that transmission in the above protocol is necessary for Qwest to provision its ICNAM services. CLEC will adhere to other applicable standards, which include Telcordia specifications defining service applications, message types and formats. Qwest may modify its network pursuant to other specification standards that may become necessary to meet the prevailing demands within the United States telecommunications industry. All such changes shall be announced sufficiently in advance and coordinated with CLEC.

2.7 All queries to Qwest's ICNAM database shall use a subsystem number (the designation of application) value of 250 with a translation type value of 5. CLEC acknowledges that such subsystem number and translation type values are necessary for Qwest to properly process queries to Qwest's ICNAM database.

2.8 CLEC acknowledges and agrees that SS7 network overload due to extraordinary volumes of queries and/or other SS7 network messages can and will have a detrimental effect on the performance of Qwest's SS7 network. CLEC further agrees that Qwest, in its sole discretion and on a nondiscriminatory basis, shall employ certain automatic and/or manual overload controls within the Qwest SS7 network to safeguard against any detrimental effects. Qwest shall report to CLEC any instances where overload controls are invoked due to CLEC's SS7 network, and CLEC agrees in such cases to take immediate corrective actions as necessary to cure the conditions causing the overload situation.

2.9 Qwest shall exercise reasonable efforts to provide accurate and complete ICNAM information in Qwest's ICNAM database. The ICNAM information is provided on an as-is Basis with all faults. Qwest does not warrant or guarantee the correctness or the completeness of such information; however, Qwest will access the same ICNAM database for CLEC's queries as Qwest accesses for its own queries. In no event shall Qwest have any liability for system outage or inaccessibility or for losses arising from the unauthorized use of the ICNAM data by CLEC.

2.10 CLEC shall arrange its Calling Party Number based services in such a manner that when a calling party requests privacy, CLEC will not reveal that caller's name or number to the called party (CLEC's end user). CLEC will comply with all FCC guidelines and, if applicable, the appropriate Commission rules, with regard to honoring the privacy indicator.

2.11 Qwest retains full and complete ownership and control over its ICNAM database and all information in its database. CLEC agrees not to copy, store, maintain or create any table or database of any kind from any response received after initiating an ICNAM query to Qwest's database. CLEC will, to the best of its ability, using reasonable methods, prohibit its end users from copying, storing, maintaining, or creating any table or database of any kind from any

response provided by CLEC to its end user after CLEC initiated an ICNAM query to Qwest 's ICNAM database.

2.12 Qwest reserves the right to temporarily discontinue the ICNAM service if CLEC 's incoming calls are so excessive as determined by Qwest to jeopardize the viability of the ICNAM service. Such right is limited by Qwest's duty to provide ICNAM service to CLEC on the same basis and in the same time, manner and quality that Qwest provides such service to itself, its end user customers, its affiliates, or any other party. Qwest and CLEC will work cooperatively to remedy any excessive or overload conditions to ensure that impacts to end user customers are minimized. Qwest shall take all appropriate steps to ensure that sufficient capacity is available to accommodate CLEC queries to the ICNAM database.

3. Rate Elements

Rate elements for ICNAM services are contained in Exhibit A of this Agreement.

4. Billing

4.1 CLEC agrees to pay Qwest for each and every query initiated into Qwest 's ICNAM database for any information, when such information is actually provided.

4.2 ICNAM rates will be billed to CLEC monthly by Qwest for the previous month.

4.3 ICNAM queries will be billed in accordance with rates set in the state in which the query originates.

4.4 All ICNAM queries originating outside of the traditional Qwest 14 state boundaries must be covered by separate agreement.

5. Ordering Process

5.1 CLEC shall order access to Qwest local STP (links and ports) prior to or in conjunction with ICNAM Services.

5.2 If CLEC has an existing database of names that needs to be compiled into the appropriate format, ICNAM service will begin thirty (30) days after Qwest has received from CLEC its database information. At the time of execution of this Amendment, CLEC does not have an existing database of names that needs to be compiled into the appropriate format.

5.3 If CLEC has no existing end user base, then ICNAM service will begin seven (7) days after Qwest receives the CLEC order.

EXHIBIT B

<u>SWITCH CLLI</u>	<u>POINT CODE</u>	<u>STATE</u>	<u>ZIP</u>	<u>LATA</u>	<u>OCN</u>
OMAHNEXODS0	005-044-004	NE	68124	644	7144