

**Internet Service Provider (“ISP”) Bound Traffic Amendment  
to the Interconnection Agreement between  
Qwest Corporation and  
KMC Telecom V, Inc.  
for the State of Nebraska**

This is an Amendment (“Amendment”) to the Interconnection Agreement between Qwest Corporation (“Qwest”), formerly known as U S WEST Communications, Inc., a Colorado corporation, and KMC Telecom V, Inc., formerly known as KMC Telecom IV, Inc. (“KMC”). KMC and Qwest shall be referred to herein jointly as “Parties” and singularly as “Party”.

**RECITALS**

WHEREAS, KMC and Qwest entered into an Interconnection Agreement (“Agreement”) which was approved by the Nebraska Public Service Commission (“NE PSC”) and became effective on April 18, 2000; and

WHEREAS, The Federal Communications Commission (“FCC”) issued an *Order on Remand and Report and Order* in CC Docket 99-68, FCC 01-131, (hereinafter referred to as “*ISP Remand Order*”) on April 27, 2001, effective as of June 14, 2001; and

WHEREAS, the Parties wish to amend the Agreement to reflect the *ISP Remand Order* 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 to amend the Agreement to incorporate the following contract language:

**1. Definitions**

For purposes of this Amendment the following definitions apply:

1.1 The term “Bill and Keep” is as defined in the *ISP Remand Order*. The term “ISP-bound traffic” is as used in the *ISP Remand Order*.

**2. Exchange Service (EAS/Local) Traffic**

The Parties agree to exchange all EAS/Local Traffic governed by Section 251(b)(5) of the Telecommunications Act of 1996 (“Act”) at the State-ordered reciprocal compensation rate.

**3. ISP-Bound Traffic**

The Parties agree that they did not exchange ISP-bound traffic prior to the effective date of the

FCC's *ISP Remand Order*. Since ISP-bound traffic was not exchanged between the Parties prior to the effective date of the *ISP Remand Order*, the Parties agree to exchange ISP-bound traffic on a Bill and Keep basis until further FCC action on intercarrier compensation or until any change of law occurs relating to intercarrier compensation as contemplated by the change of law provision in the Parties' Interconnection Agreement.

**4. Effective Date**

This Amendment shall be deemed effective upon approval by the NE PSC; however, Qwest will adopt the rate-affecting provisions for both ISP bound traffic and EAS/Local (§251(b)(5)) traffic as of June 14, 2001, the effective date of the *ISP Remand Order*.

**5. 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. This Amendment shall constitute the entire Agreement between the Parties, and supercedes all previous Agreements and Amendments entered into between the Parties with respect to the subject matter of this Amendment.

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.

**KMC Telecom V, Inc.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name Printed/Typed

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Qwest Corporation**

\_\_\_\_\_  
Signature

L. T. Christensen  
\_\_\_\_\_  
Name Printed/Typed

Director – Business Policy  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date