

**Collocation Terminations Amendment  
to the Interconnection Agreement  
between Qwest Corporation  
and  
Windstream of the Midwest, Inc.  
(fka ALLTEL Communications of the Midwest, Inc.)  
for the State of Nebraska**

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and Windstream of the Midwest, Inc. (fka ALLTEL Communications of the Midwest, Inc. ("CLEC")).

**RECITALS**

WHEREAS, CLEC and Qwest entered into an Interconnection Agreement ("Agreement") for services in the state of Nebraska which was approved by the Nebraska Public Service Commission ("Commission") on June 11, 1997, as referenced in Application No. C-1530; and

WHEREAS, the Parties agree to amend the Agreement 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:

**Amendment Terms**

The Agreement is hereby amended by adding terms, conditions and rates for Collocation Terminations as set forth in Attachment 1 and in Exhibit A, attached hereto and incorporated herein.

Rates in Exhibit A shall be updated to reflect legally binding decisions of the Commission and shall be applied on a prospective basis from the effective date of the legally binding Commission decision, unless otherwise ordered by the Commission.

**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, 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. Additionally, Qwest shall implement any necessary billing changes within two (2) billing cycles after the latest execution date of this Amendment, with a true-up back to the latest execution date of this Amendment by the end of the second billing cycle. The Parties agree that so long as Qwest implements the billing changes and the true-up as set forth above, CLEC's bills shall be deemed accurate and adjusted without error.

**Amendments; Waivers**

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

**Entire Agreement**

The Agreement as amended (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of the Agreement as amended and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of the Agreement as amended.

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.

**Windstream of the Midwest, Inc.**

**Qwest Corporation**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Title

Director – Interconnection Agreements  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## ATTACHMENT 1

### COLLOCATION TERMINATIONS

8.3.1.11 Collocation Terminations. Terminations are purchased by CLEC for the purpose of accessing Unbundled Network Elements. These terminations may be requested in Shared Access and Direct Connection Configurations.

#### 8.3.1.11.1 Shared Access

8.3.1.11.1.1 In a Shared Access configuration, there are multiple frames that could be designated as an ICDF or an appropriate Demarcation Point including, but not limited to, the following:

- a) Existing Interconnection Distributing Frame (ICDF)
- b) Existing DSX Panels for DS1 and DS3 services
- c) New Interconnection Distributing Frame
- d) Existing Toll Frame
- e) Fiber Distribution Panel
- f) Existing Intermediate Frame

8.3.1.11.1.2 The ICDF is the test access point. It would not be uncommon to find multiple service providers, including Qwest, on the ICDF at any one time. This element includes Qwest's provided termination blocks or panels and the associated cost for placement of the blocks or panels. Cabling is also required and may be provided by CLEC or at its request, Qwest will provide cabling at an additional charge. When Qwest provides the cabling, Collocation Block Termination rates will apply as contained in Exhibit A of this Amendment. When CLEC provides the cabling, Collocation Termination rates, on a per termination basis, will apply as contained in Exhibit A of this Amendment. When CLEC provides and installs the tie cables, blocks and terminations on the ICDF, no Collocation Termination rates will apply.

#### 8.3.1.11.2 Direct Connection

8.3.1.11.2.1 Direct Connection provides an uninterrupted path from the Collocation space to an existing frame. This option will guarantee that there will not be an ICDF. The connection will be designed from the Collocation space to the same frame that Qwest uses to connect to that specific service. For example, if CLEC wants to connect directly from its Collocation space to a 911 router, the infrastructure for the 911 trunks will terminate in a DS1 bay location with the 911-router circuits. There are several options for the location of the Demarcation Point. CLEC will select its desired option via the Direct Connection Collocation Application. If CLEC chooses a demarcation inside the Collocation space, CLEC should order and install the termination equipment itself. Demarcation equipment must be noted on the order form so that a CLLI code and unique tie cable assignments can

be generated for systems flow through. If CLEC chooses a demarcation outside its Collocation space, Qwest will maintain and inventory this device. Direct terminations may be ordered where frame space is available. If frame space is exhausted the terminations may need to be made at another frame. Upon completion of the pre-provisioning of the Direct Connection, CLEC will receive an Alternate Point of Termination (APOT) form so that it may order Finished Services and UNEs. CLEC will be responsible for augmenting terminations as required. The Direct Connection APOT information must be provided on the ASR or LSR to insure that the services are designed to the dedicated path.

8.3.1.11.2.2 CLEC's termination point will require a CLLI code (e.g., Frame Number) and the dedicated tie pairs will require a unique name to enable automatic assignment through TIRKS™ and SWITCH™ via Carrier Facilities Address (CFA) methods.

8.3.1.11.2.3 If CLEC wishes to arrange terminations on a 2-wire POTS level cross connect device of the modular type, i.e. COSMIC™ Hardware, standard-engineering principles will apply. Provisioning intervals and costs will be customized and determined on an Individual Case Basis (ICB). A five (5) year forecast including terminations per quantities will be required. MELD™ runs will be required for the initial COSMIC™ plan and each subsequent block addition. To minimize CLEC's cost, to the extent feasible, Qwest shall consolidate CLEC's requirements with the requirements of Qwest and other CLECs into a single MELD™ run whenever feasible. Costs of such consolidated MELD™ runs shall be prorated among the parties, including Qwest. Minimum installation requires at least one (1) block for every two (2) outside plant modules. A one-half (½) shelf of block capacity must be reserved for future block space.

8.3.1.11.2.4 Requests for terminations at a DS0, DS1, DS3 and optical level (non-POTS) may also be made directly to the respective frame or panel (i.e., toll frame, DSX, FDP, etc.). Direct Connections to these frames do not require MELD™ runs and short jumper engineering principals, as with the COSMIC™ frame. However these connections will require coordination between Qwest and CLEC to ensure that the cable is terminated in an existing frame with the service that CLEC is wishing to connect with. Direct Connection is ordered via the supplemental Collocation order form, Direct Connection (DC-POT). Timing, pricing and feasibility will be determined on the basis of a specific, in-depth building analysis. Direct Connections are available where available frame space permits. If frame space is exhausted, terminations may need to be made at another frame. Space availability will be determined during the feasibility request phase of the order. Rates for Direct Connection Terminations will be on an ICB basis using rates defined in Exhibit A.

8.3.1.11.3 Terminations must be purchased in the following increments: DS0 in blocks of one hundred (100) or per termination; DS1 in increments of twenty-eight (28) or per termination; and DS3 in increments of one (1) coaxial cable termination or fiber in twelve (12) fiber strands (six (6) fiber pairs).

Windstream of the Midwest  
Exhibit A  
Nebraska

Select the appropriate type of contract below. For cost docket changes, leave blank: Amendment				EAS / Local Traffic Reciprocal Compensation Election			Notes			
				Recurring	Recurring Per Mile	Non- Recurring	REC	REC MILE	NRG	
<b>8.0 Collocation</b>										
<b>8.1 All Collocation</b>										
<b>8.1.8 Collocation Terminations</b>										
<b>8.1.8.1 Shared Access</b>										
<b>8.1.8.1.1 DS0</b>										
			8.1.8.1.1.1	Cable Placement, per 100 Pair Block	\$0.2337	\$195.86	A		A	
			8.1.8.1.1.2	Cable Placement, per Termination	\$0.0044	\$3.68	A		A	
			8.1.8.1.1.3	Cable, per 100 Pair Block	\$0.3753	\$314.53	A		A	
			8.1.8.1.1.4	Cable, per Termination	\$0.0051	\$4.31	A		A	
			8.1.8.1.1.5	Blocks, per 100 Pair Block	\$0.6498	\$544.57	A		A	
			8.1.8.1.1.6	Blocks, per Termination	\$0.0089	\$7.46	A		A	
			8.1.8.1.1.7	Block Placement, per 100 Pair Block	\$0.2447	\$205.06	A		A	
			8.1.8.1.1.8	Block Placement, per Termination	\$0.0034	\$2.81	A		A	
<b>8.1.8.1.2 DS1</b>										
			8.1.8.1.2.1	Cable Placement, per 28 DS1s	\$0.6360	\$341.18	A		A	
			8.1.8.1.2.2	Cable Placement, per Termination	\$0.0684	\$36.69	A		A	
			8.1.8.1.2.3	Cable, per 28 DS1s	\$0.6768	\$363.12	A		A	
			8.1.8.1.2.4	Cable, per Termination	\$0.0728	\$39.04	A		A	
			8.1.8.1.2.5	Panel, per 28 DS1s	\$0.3854	\$206.76	A		A	
			8.1.8.1.2.6	Panel, per Termination	\$0.0463	\$24.82	A		A	
			8.1.8.1.2.7	Panel Placement, per 28 DS1s	\$0.1300	\$69.75	A		A	
			8.1.8.1.2.8	Panel Placement, per Termination	\$0.0140	\$7.50	A		A	
<b>8.1.8.1.3 DS3</b>										
			8.1.8.1.3.1	Cable Placement, per Termination	\$0.2356	\$126.38	A		A	
			8.1.8.1.3.2	Cable, per Termination	\$0.4371	\$234.48	A		A	
			8.1.8.1.3.3	Connector, per Termination	\$0.4473	\$239.99	A		A	
			8.1.8.1.3.4	Connector Placement, per Termination	\$0.0335	\$17.42	A		A	
<b>8.1.8.1.4 Fiber</b>										
			8.1.8.1.4.1	Fiber Terminations, per 12 Fibers	\$12.39	\$1,601.47	1		1	
			8.1.8.1.4.2	Additional Connector, per Each 12 Fiber Connectors	\$0.53	\$435.47	1		1	
			8.1.8.1.4.3	Fiber Cable Racking, Shared, per 12 Fibers	\$19.61		1			
			8.1.8.1.4.4	Fiber Cable Racking, Dedicated, per 12 Fibers	\$1.85	\$1,516.92	1		1	
<b>NOTES:</b>										
	*	Unless otherwise indicated, all rates are pursuant Nebraska Public Service Commission Dockets listed below:								
	A	Cost Docket C-2516 / PI-49 Effective 6/7/02								
	1	Rates not addressed in Cost Docket (estimated TELRIC)								