Originated Toll Free Service Jointly Provided Switched Access ("JPSA") Amendment to the Interconnection Agreement between Qwest Corporation and MCImetro Access Transmission Services LLC for the State of Nebraska

This is an amendment ("Amendment") to incorporate certain terms and conditions related to Originated Toll Free Service JPSA traffic into the Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and MCImetro Access Transmission Services LLC ("CLEC"). Qwest and CLEC shall be known jointly as the "Parties."

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement, for service in the State of Nebraska, that was approved by the Nebraska Public Service Commission on November 28, 2006, as referenced in Application No. C-3703 ("Agreement"); and

WHEREAS, CLEC offers a tariffed toll free transit service ("Toll Free 8YY Transit Service"); and

WHEREAS, the Parties wish to amend the Agreement to add terms and conditions that will permit 8XX Third Party Carriers to route unqueried originated Toll Free Service JPSA traffic to CLEC for the 8XX database dip, and to route the queried traffic to IXCs served by Qwest as JPSA traffic via CLEC's LIS trunks.

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 to incorporate the terms and conditions set forth in Attachment 1 to this Amendment, attached hereto and incorporated herein by this reference.

Effective Date

This Amendment shall be effective upon approval by the Commission and shall be effective for the term of the Agreement, including any applicable renewal or "evergreen" period ("Amendment Term"). The Parties agree to implement the provisions of this Amendment upon execution. During the Amendment Term, so long as CLEC and any 8XX Third Party Carriers receiving service from CLEC are complying with the terms of this Amendment, Qwest specifically waives its right to take any regulatory or other action opposing, delaying or challenging the effectiveness of CLEC's Toll Free 8YY Transit Service, as such Tariff (Transmittal Letter 08-2) was filed on June 19, 2008. Should CLEC file subsequent changes to the Tariff or a later filed Tariff is not substantially in the same form, Qwest reserves its rights to contest such Tariff.

Scope

This Amendment shall amend, modify and revise the Agreement only to the extent specifically set forth in Section I of this Amendment. All other terms and provisions of the Agreement shall remain in full force and effect.

Conflicts

In the event of a conflict between this Amendment and the terms and conditions of the Agreement, this Amendment shall control.

Further Amendments

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.

MCImetro Access Transmission Services LLC

Signature

Peter H. Reynolds
Name Printed/Typed

Director - National Carrier Contracts & Agmts
Title

Aug 12, 2008
Date

Qwest Corporation

Signature

L. T. Christensen
Name Printed/Typed

Director – Interconnection Agreements
Title

8/14/08
Date

ATTACHMENT 1

Originated Toll Free Service Jointly Provided Switched Access (JPSA)

1. DEFINITIONS

All defined terms used in this Amendment but not defined herein shall have the meaning set forth in the Agreement.

All defined terms used in this Amendment but not defined herein shall have the meaning set forth in the Agreement. Any references to, "8XX Third Party Carrier" and "wireless telecommunications providers" in the definitions below shall only apply to the terms and conditions of this Amendment.

"8XX Third Party Carrier" means a wireless telecommunications provider whose originating Toll Free Service traffic transits CLEC's network and routes the queried traffic to IXCs served by Qwest as JPSA traffic via CLEC's LIS trunks.

"Meet-Point Billing" or "MPB" or "Jointly Provided Switched Access Services" or "JPSA" refers to an arrangement whereby two (2) or more LECs (including a LEC, CLEC and 8XX Third Party Carrier) receive traffic in the same LATA that the call is to be terminated in or originated from, and jointly provide Switched Access Service to an Interexchange Carrier, with each LEC receiving an appropriate share of the revenues from the IXC as defined by their effective switched Access Tariffs or other contractual arrangements.

"Multiple Exchange Carrier Access Billing" or "MECAB" refers to the document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document, published by ATIS (0401004-0009), contains the recommended guidelines for the billing of an Access Service provided by two or more Telecommunications Carriers (including a 8XX Third Party Carrier, LEC and/or a CLEC), or by one LEC in two or more states within a single LATA.

"Multiple Exchange Carrier Ordering and Design" or "MECOD" Guidelines for Access Services - Industry Support Interface, refers to the document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECOD document, published by ATIS (0404120-0006), contains recommended guidelines for processing orders for Access Service which is to be provided by two or more Telecommunications Carriers (including a 8XX Third Party Carrier, LEC and/or a CLEC).

2. JOINTLY PROVIDED SWITCHED ACCESS SERVICES

2.1 Jointly Provided Switched Access Service is defined and governed by the FCC and state access Tariffs, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD) Guidelines and based on LERG routing, and is not modified by any provisions of this Agreement. Both Parties agree to comply with such guidelines. For each 8XX Third Party Carrier, CLEC will require that such third party update the LERG to reflect that CLEC is the "800 SSP" for the 8XX Third Party Carrier's Mobile Services Switching Center (MSC).

2.2 Qwest will take the approach as outlined in Section 2.3 to national committees to determine if documents and processes require updating to specifically address this approach. Both CLEC and Qwest agree to amend the Agreement to reflect any new industry standards that conflict with the terms and conditions of this Amendment.

2.3 CLEC acknowledges 8XX Third Party Carriers will be set up with Qwest as "Meet Point Billing" carriers, which means that Qwest's billing to IXCs for this traffic is based on Qwest FCC Access Tariff No. 1, section 2.4.7. CLEC agrees to use commercially reasonable efforts to set up 8XX Third Party Carriers as Meet Point Billing carriers with Qwest thirty (30) days prior to the date such 8XX Third Party Carrier's originated Toll Free Service JPSA traffic begins transiting CLEC's network. CLEC will provide Qwest with an initial list of 8XX Third Party Carrier switch CLLIs and NPA/NXXs homed on such switches. For traffic that terminates to 8XX Third Party Carrier via the Type 2 trunks they have with Qwest, it is Qwest's position that it is appropriate for Qwest to implement the proposed BP at 100% Qwest and the route will show only Qwest and 8XX Third Party Carrier. Qwest and CLEC understand and agree that CLEC does not play a role in this traffic and is therefore not concurring in this determination by Qwest. CLEC will provide Qwest with an initial list of all CLLIs associated with CLEC's switches and the Parties agree to work jointly to validate information associated with the Qwest system updates. Consistent with the other requirements in the Agreement, CLEC will notify Qwest of any additional CLEC's NPA/NXXs or switches prior to the exchange of such traffic, so that its internal systems may be updated. Qwest will notify CLEC when such system update is complete.

2.4 Qwest will use a proposed Billed Percentage ("BP"), agreed to by the Parties in its billing tables further outlined below. JPSA routes will be established in Qwest's tables as follows:

2.4.1 For originated Toll Free Service JPSA traffic originated by 8XX Third Party Carriers, sent to CLEC then to Qwest via the LIS facilities in place between CLEC and Qwest, the proposed BP will equal the current BP between Qwest and CLEC and the route will show only two parties: CLEC and Qwest. If it is determined later that these routes will be filed in NECA, this route would then include CLEC as an intermediate carrier although the Qwest BP would be unchanged.

2.5 Exchange Message Interface (EMI) Category 11 JPSA records will be provided to Qwest by CLEC for any 8XX Third Party Carrier's originated Toll Free Service JPSA traffic exchanged from 8XX Third Party Carrier's NPA/NXXs to Qwest via CLEC LIS trunks for delivery to IXCs to ensure such traffic is treated appropriately in Qwest's access billing systems, unless otherwise negotiated by the Parties.

2.6 Qwest agrees to function as the Access Service Coordinator (ASC) as defined in the Multiple Exchange Carrier Ordering and Design (MECOD) Guidelines. Qwest will provide the operational, technical and administrative support required in the planning, Provisioning and maintenance involved in the joint access Provisioning process to the IXCs. Qwest will not fulfill the role of ASC if CLEC does not fully comply with MECOD requirements, including filing CLEC's End Office Switches and BPs in the NECA 4 Tariff.

2.7 Qwest and CLEC will each prepare and render a separate bill to the IXC in accordance with its own Tariff or contract for the portion of the service it provides