Wireless Originated 8XX Jointly Provided Switched Access ("JPSA") Amendment to the Interconnection Agreement between Qwest Corporation and Sprint Spectrum L.P. for the State of Nebraska

This is an Amendment ("Amendment") for Wireless Originated 8XX JPSA traffic to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and Sprint Spectrum L.P. ("WSP"), a Delaware limited partnership. Qwest and WSP shall be known jointly as the "Parties".

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement ("Agreement") that was approved by the Commission; 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 and conditions to accommodate a CLEC's (the "Sprint CLEC") request described below. Such additional terms and conditions are set forth in Attachment 1 to this Amendment, attached hereto and incorporated herein by this reference. The Parties agree that WSP wants to route unqueried 8XX traffic to Sprint CLEC for the 800 database dip, and to route the queried traffic to IXCs served by Qwest as Jointly Provided Switched Access (JPSA) traffic via Sprint CLEC's LIS trunks. WSP understands that Sprint CLEC's Interconnection Agreement with Qwest, in this State, will be amended as well to reflect Sprint CLEC's obligations.

Effective Date

This Amendment is subject to approval by the Commission; however, the Parties agree to implement the provisions of this Amendment upon execution. To accommodate such implementation, WSP will provide Qwest with a list of all NPA/NXXs and CLLIs associated with WSP switches which will be implementing this solution, CLLIs associated with the Sprint CLEC switches which will be implementing this solution plus any additional information reasonably required by Qwest to make the internal system updates necessary to implement this solution. WSP will not begin sending 8XX traffic to Sprint CLEC until Sprint CLEC and Qwest have their systems in place and have been updated. Qwest shall complete all such billing system updates within a reasonable time.

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.

Sprint Spectrum L.P.

Signature

Paul Schieber
Name Printed/Typed

VP Access & Roaming Planning
Title

12/7/09
Date

Qwest Corporation

Signature

L. T. Christensen
Name Printed/Typed

Director – Wholesale Contracts
Title

12/14/09
Date

ATTACHMENT 1
Wireless Originated 8XX JPSA

DEFINITIONS

The Definition Section of the Agreement is hereby amended by adding and/or replacing terms as set forth in this Amendment.

"Access Services" refers to the interstate and intrastate switched Access and private line transport services offered for the origination and/or termination of Interexchange traffic.

"Meet-Point Billing" or "MPB" or "Jointly Provided Switched Access" or "JPSA" refers to an arrangement whereby two (2) or more LECs (including a LEC and WSP) 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 (or WSP) 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 WSP, 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 WSP, LEC and/or a CLEC).

"Switched Access Service Traffic," is traffic that originates at one of the Party's End User Customers and terminates at an IXC Point of Presence, or originates at an IXC Point of Presence and terminates at one of the Party's End User Customers, whether or not the traffic transits the other Party's network.

TYPE 2 INTERCONNECTION

Jointly Provided Switched Access Traffic, as defined in this Amendment, is a type of traffic that can be exchanged under the Agreement. Jointly Provided Switched Access Traffic is associated with Meet-Point Billing. The Parties will use industry standards developed and routed based on the LERG to handle the Provisioning and Billing of Jointly Provided Switched Access (MECAB, MECOD, and Qwest's FCC and state access Tariffs).

Jointly Provided Switched Access Services

Jointly Provided Switched Access Service is defined and governed by Qwest 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; Jointly Provided Switched Access Service is not modified by any provisions of this Agreement. Both Parties agree to comply with such guidelines. WSP will update the LERG to reflect that Sprint CLEC is the "800 SSP" for WSP's MSC.

Qwest has taken the approach as outlined below to national committees to determine if documents and processes require updating to specifically address this proposal. The LERG does not specifically address this service beyond the population of 800 SSP. WSP and Qwest agree to modify this Agreement to reflect applicable new industry standards.

It is anticipated by Qwest and WSP that the originating, intermediate, and terminating LECs for switched access will cooperatively determine the Jointly Provided Switched Access arrangements.

WSP will be set up with Qwest as a "Meet Point Billing" carrier, which means that billing by Qwest to IXCs for this traffic is based on Qwest FCC Access Tariff No. 1, section 2.4.7.

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

> For traffic that terminates to WSP via Type 2 trunks from Qwest, the proposed BP will be 100% Qwest and the route will show only Qwest and WSP.
>
> For 8XX traffic originated by WSP, sent to Sprint CLEC and then to Qwest via the LIS facilities in place between Sprint CLEC and Qwest, the proposed BP will equal the current BP between Qwest and Sprint CLEC (generally 0% Qwest), and the route will show only two parties – WSP and Qwest. If it is determined later that these routes will be filed in NECA, WSP acknowledges this route would then include Sprint CLEC as an intermediate carrier although the Qwest BP would be unchanged (generally 100% Sprint).

Once the solution is implemented, WSP agrees to the same record exchange for any other JPSA traffic they might send via Type 2 trunks through Qwest to IXCs. WSP will not receive Category 11 JPSA records from Qwest for JPSA traffic that terminates to WSP. WSP will notify Qwest if they determine in the future that they want to receive the created records from Qwest for any IXC traffic that terminates to them via the Type 2 trunks they have with Qwest.

If requested by WSP, Qwest will also provide a one-time notification to WSP of the billing name, billing address and Carrier identification codes of the IXCs subtending any Access Tandem Switches to which WSP directly connects.

Qwest agrees to function as the Access Service Coordinator (ASC) as defined in the Multiple Exchange Carrier Ordering and Design Guidelines (MECOD). 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.