

**Mid-Span Meet POI Amendment  
to the Interconnection Agreement between  
Qwest Corporation  
and  
IT Communications, LLC  
for the State of Nebraska**

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and IT Communications, LLC ("CLEC"), an Iowa Limited Liability Company (individually, each is a Party; collectively, they are the "Parties").

**RECITALS**

WHEREAS, the Parties entered into an Interconnection Agreement ("Agreement"), for service in the State of Nebraska, that was approved by the Nebraska Public Service Commission ("Commission") on October 27, 2009; and

WHEREAS, the Parties agree to amend the Agreement to incorporate the terms and conditions contained herein; and

WHEREAS, CLEC has an affiliate, Iowa Telecommunications Services, Inc. ("Iowa Telecom") that is an ILEC operating outside of Qwest's Nebraska service territory; and

WHEREAS, Qwest and Iowa Telecom have jointly provisioned a facility between them which heretofore has been used for the exchange of traffic between Qwest and Iowa Telecom, but that facility is not located within Nebraska; and.

WHEREAS, Qwest and CLEC wish to establish a mid-span meet point of interconnection within Nebraska for the exchange of traffic between Qwest and CLEC.

**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 replacing original Section 7.1.2.3 with the terms and conditions for Mid-Span Meet POI, as set forth in Attachment 1, attached hereto and incorporated herein.

**Effective Date**

This Amendment shall be deemed effective upon approval by the Commission; however, the Parties agree to implement the provisions of this Amendment upon execution. To accommodate this need, CLEC must generate an updated Customer Questionnaire. Within thirty calendar days after it receives the updated Questionnaire, Qwest will make all necessary updates to its network management systems to accommodate the provisions of this Amendment. 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 they agree to the terms of the afore mentioned true-up, the CLEC's initial two bills shall be deemed accurate and adjusted without error.

**Further Amendments**

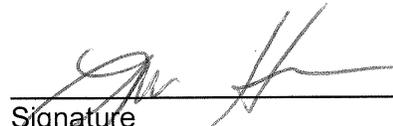
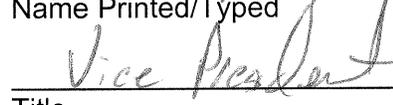
Except as modified herein, all other provisions of the Agreement and previous amendments (if any) shall remain in full force and effect except that if any provision of the Agreement or any previous amendment conflicts with the terms of this Amendment, the terms of this Amendment shall prevail. The provisions 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**

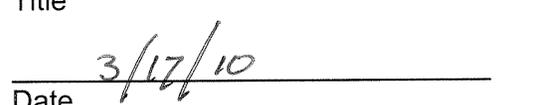
The Agreement as amended (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of the Agreement as amended and supersedes any prior understandings, agreements, or representations by or between the Parties,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

**IT Communications, LLC**

  
\_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Name Printed/Typed  
  
\_\_\_\_\_  
Title  
  
\_\_\_\_\_  
Date

**Qwest Corporation**

  
\_\_\_\_\_  
Signature  
L. T. Christensen  
\_\_\_\_\_  
Name Printed/Typed  
Director – Wholesale Contracts  
\_\_\_\_\_  
Title  
  
\_\_\_\_\_  
Date

## ATTACHMENT 1 Mid-Span Meet POI

### 7.1.2.3. Mid-Span Meet POI

7.1.2.3.1 A Mid-Span Meet POI is a negotiated Point of Interconnection defined as a physical point located between a Qwest Serving Wire Center and a CLEC switch or other equipment location within the geographic area served by the same Qwest Serving Wire Center. The physical point may be a fiber splice in a manhole, handhole or pedestal near either Party's equipment location or may be on a Qwest fiber cross-connect panel, if any, located in the building housing the CLEC equipment. Each Party will be responsible for building and operating the facilities on its side of the Mid-Span Meet POI. These Mid-Span Meet POIs will connect the fiber facilities used for the exchange of Local Traffic (using LIS Trunking) and for the exchange of jointly provisioned switched or dedicated, intrastate or interstate exchange access and other Telecommunications Services that either Party provides to End User Customers and other Telecommunications Carriers..

7.1.2.3.2. CLEC may not use remaining capability in a Mid-Span Meet POI to gain access to Unbundled Network Elements.

7.1.2.3.3 In order to efficiently use the Parties' existing network facilities, if CLEC has an ILEC affiliate that has previously established with Qwest a facility meet point that satisfies the definition of a Mid-Span Meet POI given above, the existing ILEC facility will be treated as a Mid-Span Meet POI for CLEC. CLEC will provision separate trunks on the existing ILEC facility for its CLEC traffic and represents and warrants that it will not use any trunks over the existing facility established for use in its ILEC operations for any traffic that is governed by this Agreement except CLEC may engage ILEC to provide transit services between CLEC and Qwest switches or facilities if ILEC has executed an appropriate exchange of traffic agreement with Qwest. Should either Party wish to alter these arrangements or establish new facilities, the Parties will negotiate new Mid-Span Meet POI arrangements which would be used to interconnect the networks.

7.1.2.3.4. If CLEC has an ILEC affiliate that has not previously established a facility meet point that satisfies the definition of a Mid-Span Meet POI given above, then ILEC may use the Mid-Span Meet POI established by CLEC to exchange switched or dedicated exchange and exchange access traffic with Qwest. ILEC will provision separate trunks on the CLEC facility for its non-CLEC traffic and represents and warrants that it will not use any trunks over the facility established for use in its CLEC operations for any traffic that is not governed by this Agreement except ILEC may engage CLEC to provide transit services between ILEC and Qwest switches or facilities if CLEC has executed an appropriate exchange of traffic agreement with Qwest.