Four-Party Transit Traffic Amendment
to the Interconnection Agreement between
Qwest Corporation
and
Neutral Tandem, Inc.
for the State of Nebraska

This Four-Party Transit Traffic Amendment ("Amendment") is to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and Neutral Tandem, Inc. ("CLEC"), a Delaware corporation, (collectively, the "Parties").

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement ("Agreement") for service in the State of Nebraska, that was filed with the Commission, which, among other terms, required Qwest to provide transiting services to CLEC, as defined in the Agreement; and

WHEREAS, CLEC wishes to offer transiting services to other telecommunications carriers and send that traffic to Qwest for termination to other telecommunications carriers as transit traffic pursuant to the terms of the Agreement according to the terms of this Amendment, subject to limitations and requirements of the Local Exchange Routing Guide ("LERG"), as further clarified within this Amendment, and other applicable requirements, including but not limited to the Agreement and the Amendment; 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:

1. Amendment Terms

The purpose of this Four-Party Transit Traffic Amendment is to provide the specific terms under which CLEC will receive certain transiting services from Qwest as reflected in Attachment 1, incorporated herein.

2. 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.

3. Further Amendments

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. Except as provided in the Agreement, this Amendment may not be further amended or altered, and no waiver of any provision thereof shall be effective, except by written instrument executed by an authorized representative of both Parties.

4. Entire Agreement

Other than the publicly filed Agreement and its Amendments, the Parties have no agreement or understanding, written or oral, relating to the terms and conditions for under which CLEC will exchange traffic with Qwest in the State of Nebraska.

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.

Neutral Tandem, Inc.

Signature

David Tatak
Name Printed/Typed

VP – Billing & Revenue Service
Title

4/13/10
Date

Qwest Corporation

Signature

L. T. Christensen
Name Printed/Typed

Director – Wholesale Contracts
Title

4/23/10
Date

ATTACHMENT 1

1. Four-Party Transit Traffic

1.1 Four-Party Transit Traffic

1.1.1 As used in this Section 1, "Four-Party Transit Traffic" is traffic that (a) originates on the network of a Telecommunications Carrier other than CLEC (e.g., another CLEC, ILEC other than Qwest, other LEC, or Commercial Mobile Radio Service (CMRS) carrier), (b) is transported through CLEC's network and delivered by CLEC to Qwest, and (c) then is transported through Qwest's Tandem Switch to the subtending End Office or its equivalent of a Telecommunications Carrier other than Qwest (e.g., another CLEC, ILEC other than Qwest, other LEC, or Commercial Mobile Radio Service (CMRS) carrier)[1]. Neither the originating customer nor the terminating customer is an End User Customer of Qwest or CLEC. Subtending End Office Switches or their equivalent shall be determined in accordance with and as identified in the Local Exchange Routing Guide (LERG). For the avoidance of any doubt, under no circumstances shall Qwest be obligated to transit traffic through a Qwest Tandem Switches to an End Office Switch or its equivalent that the LERG does not identify as subtending that particular Qwest Tandem Switch. Switched Access Traffic is not Four-Party Transit Traffic.

1.1.2 Four-Party Transit Traffic Service provides CLEC with the transport of Four-Party Transit Traffic as provided in this Section.

1.1.3 CLEC shall pay Qwest for Four-Party Transit Traffic Service. The rate for this service will be the same Charges that apply to the applicable local and toll transit traffic service in Exhibit A of the Agreement. CLEC will not impose any charges on Qwest for any aspect of Four-Party Transit Traffic.

1.1.4 Qwest and CLEC agree that, should CLEC wish to send traffic terminating to an End User Customer of Qwest from originating customer that is not an End User Customer of CLEC, CLEC will not send such traffic unless and until Qwest and CLEC will negotiate a further amendment to the Agreement. For purposes of this Amendment, VoIP traffic that complies with the provisions of the VoIP Amendment delivered to CLEC by an End User Customer of CLEC will not be defined as Four-Party Transit Traffic or third party transit traffic, under this Amendment or the Agreement.

1.2 Additional Provisions

1.2.1 The provisions in this Section apply to Section 1 above.

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[1] Such a carrier is referred to in this Section 1 as a "Receiving Carrier."

1.2.2 As used in this Section:

1.2.2.1 "Traffic" means and is comprised of "Four-Party Transit Traffic", as defined in Section 1.

1.2.2.2 "Receiving Carrier" means a Telecommunications Carrier to which Qwest has transported Traffic that was delivered by CLEC to Qwest, as described in Section 1.

1.2.3 Traffic shall be routed over the LIS interconnection trunks described in the Agreement. CLEC shall deliver each call to Qwest's Tandem Switch with Common Channel Signaling (CCS) and the appropriate Transactional Capabilities Application Part ("TCAP") message to facilitate full interoperability of CLASS Features and billing functions. If Qwest inserts or otherwise adds CLEC's Carrier Identification Code ("CIC") code to such Traffic in error (as it is not Qwest's normal business practice to use or insert a CIC in the routing of traffic through its network), then upon notice from CLEC, Qwest will take reasonable actions to cause CLEC's CIC to no longer be inserted or added.

1.2.4 Qwest shall not be liable for compensation to any Receiving Carrier or to CLEC or to any other person or entity for any Traffic that is transported through Qwest's Tandem Switch, and Qwest reserves the right to assess to CLEC, and CLEC shall promptly pay to Qwest, any charges or costs any Receiving Carrier or other person or entity bills to, or imposes or levies on, Qwest for the delivery, transport or termination of such Traffic, including, but not limited to, any Switched Access Service charges. If Qwest is billed by any Receiving Carrier or other person or entity for any Traffic delivered by CLEC to Qwest, Qwest may provide notice to CLEC of such billing. Upon receipt of such notice, CLEC shall immediately cease sending to Qwest any Traffic going to such Receiving Carrier or other person or entity until Qwest provides written notice to CLEC that CLEC may resume sending to Qwest Traffic going to such Receiving Carrier or other person or entity (which Qwest will do upon receipt of a written certification signed by an authorized officer or agent of the Receiving Carrier or of the other person or entity, in form and substance acceptable to Qwest, that the Receiving Carrier or other person or entity has removed such billed charges from the bill the Receiving Carrier or other person or entity has submitted to Qwest and that the Receiving Carrier or other person or entity will not bill Qwest for any Traffic delivered by CLEC to Qwest). The indemnification provisions of the Agreement shall apply to CLEC's obligations under this Section.

1.3 Traffic Delivered to Third-Party Telecommunications Carriers Connected to CLEC

1.3.1 Upon written request from Qwest, CLEC shall offer to Qwest service arrangements equivalent to or the same as the service arrangements provided by Qwest to CLEC pursuant to Sections 1.1 and 1.2 such that Qwest may terminate calls to a switch or its equivalent of a Telecommunications Carrier (e.g., another CLEC, ILEC other than Qwest,

other LEC, or Commercial Mobile Radio Service (CMRS) carrier), that subtends or interconnects with a CLEC switch or its equivalent ("Reciprocal Transit/Four-Party Traffic Service"). CLEC shall offer such Reciprocal Transit/Four-Party Traffic Service arrangements under the rates, terms and other provisions of a written amendment to the Agreement that expressly references this Section. Such rates, terms and other provisions shall be no less favorable to Qwest than the rates, terms and other provisions set out in Sections 1.1 and 1.2, and other applicable provisions of the Agreement. Qwest shall have the right to determine in its sole discretion whether it will enter into such a written amendment to the Agreement and shall have no obligation to enter into such a written amendment to the Agreement. A CLEC tariff shall not be deemed to be such a written amendment to the Agreement.

1.4 General Provisions

1.4.1 Each Party may enter into a direct and reciprocal traffic exchange arrangement with any other Telecommunications Carrier. Neither Party shall take any actions to prevent the other Party from entering into a direct and reciprocal traffic exchange arrangement with any other Telecommunications Carrier.

1.4.2 Qwest and CLEC understand and agree that CLEC's switches are not listed in the Local Exchange Routing Guide ("LERG") as the tandem switches serving the telecommunications carriers for which CLEC seeks to send Four-Party Transit Traffic to Qwest. Solely for purposes of Qwest providing Four-Party Transit Traffic Service to CLEC, the Parties further agree that the routing described in this Amendment is appropriate between the Parties. CLEC does not waive its right to advocate that non-LERG routing is appropriate for other traffic types.

1.4.3 Solely with respect to Four-Party Transit Traffic, as defined in this Amendment, delivered by CLEC to Qwest, notwithstanding any provision in any third party agreements, Qwest will not claim or assert that the use of CLEC as a transit provider violates a term of that third party agreement.

1.4.4 Notwithstanding any other provision of the Agreement, each Party reserves its respective rights to institute an appropriate proceeding with the FCC, the Commission or other governmental body of appropriate jurisdiction with regard to the charges for Four-Party Transit Traffic Service and transit service (including, but not limited to, a proceeding to change the charges for these services, whether provided for in any of Qwest's Tariffs, this Amendment, or otherwise).