

**Amendment No. 2 to the Interconnection Agreement
Between
Integra Telecom of Nebraska Inc.
and
U S WEST Communications, Inc.**

This Amendment No. 2 ("Amendment") is made and entered into by and between Integra Telecom of Nebraska Inc. ("CO-PROVIDER") and U S WEST Communications, Inc. ("USWC").

RECITALS

WHEREAS, CO-PROVIDER and USWC entered into an Interconnection Agreement for service in the state of Nebraska that was executed by CO-PROVIDER on February 24, 2000 and USWC on March 6, 2000 (the "Agreement"); and

WHEREAS, the Federal Communications Commission ("FCC") recently released a new list of unbundled network elements ("UNEs") that purportedly satisfy the "necessary" and "impair" standards of section 251(d)(2) of the Telecommunications Act of 1996. See in the Matter of Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98 (rel. Nov. 5, 1999). The effective date for implementation of the Order varies, with some provisions effective on February 17, 2000 and other provisions effective on May 17, 2000; and

WHEREAS, CO-PROVIDER desires to access certain pre-existing combinations of unbundled network elements in accordance with the FCC's November 5, 1999 Order and related federal regulations, and whereas, the Parties' Agreement does not contain terms and conditions addressing such combinations; and

WHEREAS, CO-PROVIDER and USWC desire to amend the Agreement by adding the terms, conditions and rates 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.

Section 8.2.5.2 is hereby deleted in its entirety and replaced with new language as set forth in Section 2 of Attachment 2.

This Amendment is made in order to add the terms, conditions and rates for Unbundled Network Elements Combinations, Customized Routing and Shared Interoffice Transport as set forth in Attachment 2, attached hereto and incorporated herein.

2. Effective Date.

This Amendment shall be deemed effective upon execution.

3. Further Amendments.

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. Neither the Agreement nor this Amendment may be further amended or altered except by written instrument executed by an authorized representative of both Parties.

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.

Integra Telecom of Nebraska Inc.

U S WEST Communications, Inc.

Authorized Signature

Authorized Signature

Name Printed/Typed

Name Printed/Typed

Title

Title

Date

Date

ATTACHMENT 2
UNBUNDLED NETWORK ELEMENTS COMBINATIONS
CUSTOMIZED ROUTING AND SHARED INTEROFFICE TRANSPORT

1.0 Unbundled Network Elements Combinations (UNE Combinations)

“UNE Combination” means a preexisting combination of legally binding and effective Section 251(c)(3) Unbundled Network Elements that have been defined to meet the necessary and impair requirements of Section 251(d)(1). UNE Combinations are provided to CO-PROVIDER in its preexisting combined state, and on an “as is” basis, and at Section 252(d)(1) rates. UNE Combinations include UNE-P and Private Line Combinations when used to provide a “Significant Amount of Local Exchange Traffic.”

1.1 General Terms

1.1.1 USWC shall provide CO-PROVIDER with nondiscriminatory access to pre-existing combinations of unbundled network elements in accordance to 47 C.F.R. 51.315(b) including but not limited to the UNE-Platform (UNE-P) according to the following terms and conditions.

1.1.2 The Federal Communications Commission released its new list of unbundled network elements (UNEs) that purportedly satisfied the “necessary” and “impair” standards of Section 251(d)(2). See In the Matter of Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98 (rel. Nov. 5, 1999) (hereinafter “UNE Remand Order”). According to the ordering clauses of the UNE Remand Order, some portions of this UNE list become effective on February 17, 2000 and others on May 17, 2000. USWC will, upon request, allow CO-PROVIDER to access preexisting combinations of such network elements in accordance with 47 C.F.R. 51.315(b).

1.1.2.1 USWC will only provide combinations of those unbundled network elements that are currently on the FCC’s then effective list of UNEs or are properly added by the State Commission according to 47 C.F.R. 51.317. Therefore, if a court of competent jurisdiction, the FCC or Commission stays, vacates or modifies the effectiveness of any portion of the list of UNEs or any of the unbundling requirements, then, this Amendment shall be amended to reflect such change and that element or elements will no longer be available as part of a preexisting combination of elements. Where the Parties fail to agree upon such an amendment within sixty (60) days from the effective date of the change, it shall be resolved in accordance with the dispute resolution provision of this Amendment.

- 1.1.2.2 USWC will not uncombine any network element, facility, feature, or service for CO-PROVIDER to produce a combination of elements that were not already in a preexisting combined state.
- 1.1.2.3 USWC will not, on behalf of CO-PROVIDER, combine any element in its network or any UNE Combination with CO-PROVIDER's network elements, features or services to create a finished service. CO-PROVIDER must perform this work for itself within its collocation arrangement.
- 1.1.2.4 USWC will not, on behalf of CO-PROVIDER, create combinations of network elements, facilities, or features that it does not already have in a preexisting state.
- 1.1.2.5 UNE Combinations will not be directly connected to a USWC finished service, whether found in a tariff or otherwise, without going through a collocation. Notwithstanding the foregoing, CO-PROVIDER can connect its UNE Combination to USWC's Directory Assistance and Operator Services platforms.
- 1.1.2.6 If, at any time, a court, the FCC, the State Commission, or any other body of competent jurisdiction determines that a network element previously required to be unbundled under Section 251(c)(3) of the Act no longer meets the necessary or impair standards of the Act or otherwise is taken off of the UNE list, temporarily or permanently, then the 252(d)(1) prices for elements in CO-PROVIDER's Agreement or Exhibit A shall no longer apply to such network element. When this occurs, USWC shall have the right to increase the price of the network element according to any and all applicable law, rules and regulations. The element will also no longer be available to be included as part of a UNE Combination.

1.2 Description

UNE Combinations are available in five categories: (i) 1FR/1FB Plain Old Telephone Service (POTS), (ii) Local Exchange Private Line (subject to the limitations set forth below) (iii) ISDN – either Basic Rate or Primary Rate, (iv) Digital Switched Service (DDS) and (v) PBX Trunks. If CO-PROVIDER desires access to a different UNE Combination pursuant to 47 C.F.R. 51.315(b), CO-PROVIDER may request access through the BFR Process set forth in CO-PROVIDER'S Agreement.

1.3 Terms and Conditions

- 1.3.1 USWC shall provide CO-PROVIDER with nondiscriminatory access to UNE Combinations, meaning: (a) of substantially the

same quality as the comparable services that USWC provides service to its own retail customers, (b) in substantially the same time and manner as the comparable service that USWC provides to its own retail customers and (c) with a minimum of service disruption.

1.3.2 “UNE-P-POTS”: Retail and/or Resale 1FR/1FB that are in their preexisting combined state] are available to CO-PROVIDER as a UNE Combination. UNE-P POTS is comprised of the following unbundled network elements: Analog - 2 wire voice grade loop, Analog Line Side Port, Shared Transport and, if desired, Vertical Features (For complete descriptions please refer to the appropriate Unbundled Network Elements in this Amendment or CO-PROVIDER’S Agreement).

1.3.3 “UNE-P-PBX”: Retail and/or resale PBX Trunks that are already in their pre-existing combined state] are available to CO-PROVIDER as a UNE Combination. UNE-P-PBX include the following preexisting combination of unbundled network elements: DS1 Capable Loop, Trunk Side Local Switch Port and Trunk Side Shared Transport [STANDARD OFFERING UNDER DEVELOPMENT]. (For complete descriptions please refer to the appropriate Unbundled Network Elements in this Amendment or CO-PROVIDER’S Agreement.)

1.3.3.1 USWC will begin making UNE-P-PBX preexisting combinations available to CO-PROVIDER upon request beginning February 17, 2000. Until June 17, 2000, USWC will accept orders for such UNE Combinations on an Individual Case Basis. After this date, USWC will provide CO-PROVIDER with access to PBX Trunk combinations according to the standard intervals set forth in Section 1.5.

1.3.4 “UNE-P-DSS Retail and/or resale Digital Switched Service (DSS) that are already in their pre-existing combined state are available to CO-PROVIDER as a UNE Combination. UNE-P-DSS is comprised of the following unbundled network elements: [STANDARD OFFERING UNDER DEVELOPMENT] (For complete descriptions please refer to the appropriate Unbundled Network Elements in this Amendment or CO-PROVIDER’S Agreement).

1.3.4.1 USWC will begin making UNE-P-DSS preexisting combinations available to CO-PROVIDER upon request beginning February 17, 2000. Until June 17, 2000, USWC will accept orders for such UNE Combinations on an Individual Case Basis. After this date, USWC will provide CO-PROVIDER with access to UNE-P-DSS preexisting combinations according to the standard intervals set forth in Section 1.5.

- 1.3.5 “UNE-P-ISDN”: Retail and/or resale ISDN lines that are already in their preexisting combined state are available to CO-PROVIDER as a UNE Combination. There are two types of UNE-P-ISDN: basic rate (UNE-P-ISDN-BRI) and primary rate (UNE-P-ISDN-PRI). UNE-P-ISDN-BRI is comprised of the following unbundled network elements Basic ISDN Capable Loop, Digital Line Side Port and Trunk Side Shared Transport [STANDARD OFFERING UNDER DEVELOPMENT]. In addition, vertical features not already associated with the Digital Line Side Port are handled ICB. UNE-P-ISDN-PRI is comprised of the following unbundled network elements: [STANDARD OFFERING UNDER DEVELOPMENT] (For complete descriptions please refer to the appropriate Unbundled Network Elements in this Amendment or CO-PROVIDER’S Agreement).
- 1.3.5.1 USWC will begin making UNE-P-ISDN preexisting combinations available to CO-PROVIDER upon request beginning February 17, 2000. Until June 17, 2000, USWC will accept orders for such UNE Combinations on an Individual Case Basis. After this date, USWC will provide CO-PROVIDER with access to UNE-P-ISDN preexisting combinations according to the standard intervals set forth in Section 1.5.
- 1.3.6. “Private Line Local Exchange UNE Combinations” (UNE-PL-X): Retail and/or resale private line circuits that are already in their preexisting combined state] are available to CO-PROVIDER as a UNE Combination. There are many types of Private Line Local Exchange UNE Combinations. USWC will provide access to the following as standard offerings: UNE-PL-DS1 private line circuits are comprised of include the following unbundled network elements: DS1 Capable Loop and DS1 Unbundled Dedicated Interoffice Transport. [REMAINING STANDARD OFFERINGS UNDER DEVELOPMENT] (For complete descriptions please refer to the appropriate Unbundled Network Elements in this Amendment or CO-PROVIDER’S Agreement.) Other Private Line Local Exchange UNE Combinations (DS0 and DS3 with multiplexing) are under development.
- 1.3.6.1 USWC will begin making Private Line Local Exchange UNE Combinations available to CO-PROVIDER upon request beginning February 17, 2000. Until June 17, 2000, USWC will accept orders for such UNE Combinations on an Individual Case Basis. After this date, USWC will provide CO-PROVIDER with access to Private Line Local Exchange UNE Combinations according to the standard intervals set forth in Section 1.5.
- 1.3.6.2 CO-PROVIDER cannot utilize preexisting combinations of unbundled network elements that include unbundled loop and unbundled interoffice dedicated transport to create a

UNE Combination when the preexisting combination of network elements is either a special access circuit or is otherwise used primarily as a basis to avoid payment of Switched Access charges unless CO-PROVIDER establishes to USWC that it is using the preexisting combination of network elements to provide a significant amount of local exchange traffic to a particular customer.

1.3.6.2.1 No private line or other unbundled loop dedicated transport combination is available for conversion into a UNE Combination if it utilizes shared use billing, commonly referred to as ratcheting.

1.3.6.2.2 To find that a private line is carrying a "Significant Amount of Local Exchange Traffic," one of the following three (3) conditions must exist:

1.3.6.2.2.1 CO-PROVIDER is the exclusive provider of an end user's local exchange service and the loop transport combination originates at a customer's premises and terminates at the CO-PROVIDER's collocation arrangements.

1.3.6.2.2.2 CO-PROVIDER provides local exchange and exchange access service to the end user and handles at least one-third (1/3) of the end user's local traffic measured as a percent of total end user lines; and for DS1 level and above, at least fifty percent (50%) of the activated channels on the loop portion of the loop and transport combination have at least five percent (5%) local voice traffic individually; and the entire loop facility has at least ten percent (10%) local voice traffic; and the loop/transport combination originates at a customer's premises and terminates at the CO-PROVIDER's collocation arrangement; and if a loop/transport combination includes multiplexing, each of the multiplexed facilities must meet the above criteria outlined in this paragraph. (For example, if DS1 loops are multiplexed onto DS3 transport, each of the individual DS1 facilities must meet the criteria outlined in this paragraph in order for the DS1/DS3 loop/transport combination to qualify for UNE treatment).

1.3.6.2.2.3 For the conversion of services to combinations of unbundled network elements, at least fifty percent (50%) of the activated channels are used to provide originating and terminating local dial tone service and at least fifty percent (50%) of the traffic on each of these local dial tone channels is local voice

traffic (measured based on the incumbent's local exchange calling area); and the entire loop facility has at least thirty-three percent (33%) local voice traffic; and if a loop/transport combination includes multiplexing, each of the multiplexed facilities must meet the above criteria. For example, if DS1 loops are multiplexed onto DS3 transport, each of the individual DS1 facilities must meet the criteria as outlined in this paragraph in order for the DS1/DS3 loop/transport combination to qualify for UNE treatment.

1.3.6.2.3 There is a legal presumption that any and all Special Access circuits purchased out of federal tariffs are not available as UNE Combinations. If CO-PROVIDER can establish to USWC through documentary and, if available, other evidence that the preexisting combination of elements is carrying a "Significant Amount of Local Exchange" Traffic, then USWC will convert the Special Access circuit to a UNE Combination. If after CO-PROVIDER presents its evidence to USWC, CO-PROVIDER and USWC disagree as to whether the special access circuit is carrying a Significant Amount of Local Exchange Traffic, CO-PROVIDER can then go to the State Commission at which time CO-PROVIDER has the burden to establish to the State Commission by a preponderance of the evidence that the special access circuit is carrying a "Significant Amount of Local Exchange Traffic". If CO-PROVIDER meets its burden, the Special Access circuit will be converted to a UNE Combination. All rights of appeal will be preserved by both Parties.

1.3.6.2.4 USWC has the right to verify CO-PROVIDER's actual usage on a representative sample of CO-PROVIDER's private line circuits to determine the percentage of local exchange usage. If USWC can establish to CO-PROVIDER through documentary and, if available, other evidence that such a combination of unbundled network elements is not currently being used to carry a "Significant Amount of Local Exchange Traffic" then that combination of elements will not be available to CO-PROVIDER as a UNE Combination. If after USWC presents its evidence to CO-PROVIDER, USWC and CO-PROVIDER disagree as to whether the circuit is carrying a "Significant Amount of Local Exchange Traffic", USWC can then go to the Commission at which time USWC has the burden to establish to the Commission by a preponderance of the evidence that the combination does not meet the requisite requirements is carrying less than a "Significant Amount of Local Exchange Traffic". If USWC meets its burden, the combination of unbundled network

elements will not be available as a UNE Combination. All rights of appeal will be preserved by both Parties.

1.3.6.2.5 In order to confirm reasonable compliance with these requirements, USWC may perform periodic audits of CO-PROVIDER's records according to the following guidelines:

- (a) USWC may, upon thirty (30) days written notice to a CO-PROVIDER that has purchased loop/transport combinations as UNEs, conduct an audit to ascertain whether those loop/transport combinations were eligible for UNE treatment at the time of conversion and on an ongoing basis thereafter.
- (b) CO-PROVIDER shall make reasonable efforts to cooperate with any audit by USWC and shall collect, compile, maintain and, in connection with an audit, provide USWC with relevant records (for example, call detail records) for all traffic that has been transmitted over all loop/transport combinations subject to the audit. CO-PROVIDER must maintain auditable records for at least twelve (12) months, or, in the event of an audit or dispute, until such audit or dispute is resolved, whichever is longer.
- (c) An independent auditor hired and paid for by USWC shall perform any audits, provided, however, that if an audit reveals that CO-PROVIDER's UNE-PL-X circuit(s) do not meet or have not met the certification requirements, then CO-PROVIDER shall reimburse USWC for the cost of the audit.
- (d) An audit shall be performed using industry audit standards during normal business hours, unless there is a mutual agreement otherwise.
- (e) USWC may not exercise its audit rights with respect to a particular CO-PROVIDER (excluding affiliates) more than twice in any calendar year, unless an audit finds noncompliance.
- (f) Audits conducted by USWC for the purpose of determining compliance with certification criteria are "over and above" any audit rights that USWC may have pursuant to an interconnection agreement between CO-PROVIDER and USWC.

- 1.3.7 CO-PROVIDER may request a service change from Centrex 21, Centrex Plus or Centron service to UNE-P-POTS. The UNE-P-POTS line will contain the UNEs established in Section 1.3.2.
 - 1.3.7.1 Only vertical features may be added to the UNE-P-POTS line. Administrative controls specific to Centrex will not be converted.
- 1.3.8 CO-PROVIDER may request access to and, where appropriate, development of, additional Rule 315(b) UNE Combinations pursuant to the Bona Fide Request Process in CO-PROVIDER'S Agreement. In its BFR request, CO-PROVIDER must identify the specific preexisting combination of UNEs it believes meets Rule 315(b), identifying each individual UNE by name as described in this Amendment or CO-PROVIDER'S Agreement.
- 1.3.9 The following terms and conditions are available for all types of UNE-P:
 - 1.3.9.1 UNE-P will include access to long distance (interLATA and intraLATA) and 911 emergency services and, if desired, by CO-PROVIDER, Operator Services and Directory Assistance.
 - 1.3.9.2 If USWC provides and CO-PROVIDER accepts operator services, directory assistance, and intraLATA long distance as a part of the basic exchange line, it will be offered with standard USWC branding. CO-PROVIDER is not permitted to alter the branding of these services in any manner when the services are a part of the UNE-P line without the prior written approval of USWC. However, at the request of CO-PROVIDER and where technically feasible, USWC will rebrand operator services and directory assistance in CO-PROVIDER's name, in accordance with terms and conditions set forth in CO-PROVIDER'S Agreement.
 - 1.3.9.3 CO-PROVIDER may order Customized Routing in conjunction with UNE-P for alternative operator service and/or directory assistance platforms. CO-PROVIDER shall be responsible to combine UNE-P with all components and requirements associated with Customized Routing needed to utilize related functionality. For a complete description of Customized Routing, refer to Section 2.
 - 1.3.9.4 USWC shall provide to CO-PROVIDER, for CO-PROVIDER's end users, E911/911 call routing to the appropriate Public Safety Answering Point

("PSAP").USWC shall not be responsible for any failure of CO-PROVIDER to provide accurate end-user information for listings in any databases in which USWC is required to retain and/or maintain end-user information. USWC shall provide CO-PROVIDER's end user information to the ALI/DMS ("Automatic Location Identification/Database Management System"). USWC shall use its standard process to update and maintain, on the same schedule that it uses for its end users, CO-PROVIDER's end user service information in the ALI/DMS used to support E911/911 services. USWC assumes no liability for the accuracy of information provided by CO-PROVIDER.

- 1.3.9.5 CO-PROVIDER shall designate the Primary Interexchange Carrier (PIC) assignments on behalf of its end users for interLATA and intraLATA services. CO-PROVIDER shall follow all applicable laws, rules and regulations with respect to PIC changes and USWC shall disclaim any liability for CO-PROVIDER's improper PIC change requests.
- 1.3.9.6 Feature and interLATA or intraLATA PIC changes or additions for UNE-P, will be processed concurrently with the UNE-P order as specified by the CO-PROVIDER.
- 1.3.9.7 CO-PROVIDER agrees to work in good faith with USWC, on all issues, including, if necessary, extending standard provisioning intervals, if CO-PROVIDER orders and/or projects orders for more than 500 UNE-P lines in any one month.
- 1.3.10 If a retail contract or tariff agreement exists between USWC and the end user customer or reseller utilizing the preexisting combination of elements, all applicable Termination Liability Assessment (TLA) or minimum period charge whether contained within tariffs, contracts or any other applicable legal document, will apply and must be paid in full by the responsible party before the preexisting combination of elements is available for conversion into a UNE Combination.
- 1.3.11 If CO-PROVIDER requests that an existing resale customer be converted into a UNE Combination, the resale rate will continue to apply until the date USWC completes conversion of the order into UNE Combination pursuant to the standard provisioning intervals set forth in Section 1.5.
- 1.3.12 CO-PROVIDER shall provide USWC with an eighteen (18) month forecast of its expected UNE Combination orders within thirty (30) calendar days of requesting service pursuant to CO-PROVIDER'S Agreement and this Amendment. The forecast shall be updated every six months for the first year of the contract and each

November CO-PROVIDER shall provide a forecast for the following calendar year. Each forecast shall provide: (a) Proposed volumes by month for each type of UNE Combination (by city and/or state); (b) CO-PROVIDER's anticipated number of UNE Combination service orders; and (c) the name and identifying information of CO-PROVIDER's key contact personnel. The information provided pursuant to this paragraph shall be considered Proprietary Information under the Nondisclosure Section.

- 1.3.13 When end users switch from USWC to CO-PROVIDER, or to CO-PROVIDER from any other competitor and is obtaining service through a UNE Combination, such end users shall be permitted to retain their current telephone numbers if they so desire.
- 1.3.14 In the event USWC terminates the provisioning of any UNE Combination service to CO-PROVIDER for any reason, including CO-PROVIDER's non-payment of charges, CO-PROVIDER shall be responsible for providing any and all necessary notice to its end users of the termination. In no case shall USWC be responsible for providing such notice to CO-PROVIDER's end users. USWC shall only be required to notify CO-PROVIDER of USWC's termination of the UNE Combination service on a timely basis consistent with Commission rules and notice requirements.
- 1.3.15 CO-PROVIDER, or CO-PROVIDER's agent, shall act as the single point of contact for its end users' service needs, including without limitation, sales, service design, order taking, provisioning, change orders, training, maintenance, trouble reports, repair, post-sale servicing, billing, collection and inquiry. CO-PROVIDER's end users contacting USWC will be instructed to contact CO-PROVIDER; however, unless specifically provided otherwise, nothing in this Amendment shall be deemed to prohibit USWC from discussing its products and services with CO-PROVIDER's end users who call USWC.

1.4 Rates and Charges

- 1.4.1 The rates and charges for the individual unbundled network elements that comprise UNE Combinations can be found in CO-PROVIDER's Agreement and Exhibit A for both recurring and non-recurring application.
 - 1.4.1.1 Recurring monthly charges for each unbundled network element that comprise the UNE Combination shall apply when a UNE Combination is ordered. The recurring monthly charges for each UNE, including but not limited to, Unbundled 2-wire Analog Loop, Analog Line Side Port and Shared Transport, are described in CO-PROVIDER's Agreement and Exhibit A.

- 1.4.1.2 Nonrecurring charges for each unbundled network element that comprise the UNE Combination shall apply when a UNE Combination is ordered. These non-recurring charges are described in CO-PROVIDER's Agreement and Exhibit A.
- 1.4.2 If the State Commission takes any action to adjust the rates previously ordered, USWC will make a compliance filing to incorporate the adjusted rates into Exhibit A. Upon the compliance filing by USWC, the parties will abide by the adjusted rates on a going-forward basis.
- 1.4.3 CO-PROVIDER shall be responsible for billing its end user customers served over UNE Combinations for all miscellaneous charges and surcharges required by statute, regulation or otherwise required. These charges and surcharges will be consistent with the charges and surcharges for equivalent services ordered by USWC end users.
- 1.4.4 CO-PROVIDER shall pay USWC the PIC change charge associated with CO-PROVIDER end user changes of interLATA or intraLATA carriers. Any change in CO-PROVIDER's end users' interLATA or intraLATA carrier must be requested by CO-PROVIDER on behalf of its end user.
- 1.4.5 If a customer is served by CO-PROVIDER through a UNE combination, USWC will not charge, assess, or collect Switched Access charges for interLATA or intraLATA calls originating or terminating from that customer's phone after conversion to a UNE Combination is complete.
- 1.4.6 USWC shall have a reasonable amount of time to implement system or other changes necessary to bill CO-PROVIDER for Commission-ordered rates or charges associated with UNE Combinations.

1.5 Ordering Process

- 1.5.1 All UNE Combinations and associated products and services are ordered via an LSR. Ordering processes are contained in CO-PROVIDER'S Agreement and in the UNE-P and UNE Combination Resource Guide.
- 1.5.2 Prior to placing an order on behalf of each end user, CO-PROVIDER shall be responsible for obtaining and have in its possession a Proof of Authorization as set forth in CO-PROVIDER'S Agreement.

- 1.5.3 Standard service intervals for each UNE Combination will be identified in the UNE-P and UNE Combination Resource Guide which includes the Standard Interval Guide for Interconnection and Resale Services. When the standard interval does apply, CO-PROVIDER and USWC will use the standard provisioning interval for the equivalent retail service. Standard intervals do not apply when certain circumstances exist as specifically set forth in other aspects of this UNE Combination section. CO-PROVIDER and USWC can separately agree to due dates other than the standard interval.
- 1.5.4 Due date intervals are established when US WEST receives a complete and accurate Local Service Request (LSR) made through the IMA or EDI interfaces or through facsimile. The date the LSR is received is considered the start of the service interval if the order is received on a business day prior to 3:00 p.m. The service interval will begin on the next business day for service requests received on a weekend day or after 3:00 p.m. on a business day. This interval may be impacted by order volumes and load control considerations.
- 1.5.5 CO-PROVIDER shall provide USWC with complete and accurate end user listing information for Directory Assistance, Directory Listings, and 911 Emergency Services for all customers served by UNE Combinations.
- 1.5.6 When USWC's end user or the end user's new service provider orders the discontinuance of the end user's existing service in anticipation of moving to another service provider, USWC will render its closing bill to the end user effective with the disconnection. If USWC is not the local service provider, USWC will issue a bill to CO-PROVIDER for that portion of the service provided to CO-PROVIDER should CO-PROVIDER's end user, a new service provider, or CO-PROVIDER request service be discontinued to the end user. USWC will notify CO-PROVIDER by FAX, OSS interface, or other agreed upon processes when an end user moves to another service provider. USWC will not provide CO-PROVIDER with the name of the other service provider selected by the end user.
- 1.5.7 For UNE Combinations, CO-PROVIDER shall provide USWC and USWC shall provide CO-PROVIDER with points of contact for order entry, problem resolution, repair, and in the event special attention is required on service request.
- 1.5.8 CO-PROVIDER will only submit the following types of orders to USWC for conversion to UNE-P: (a) conversions from resale; (b) conversions from retail, and (c) orders where facility check states that "soft dial tone" is in place. In these three circumstances, "preexisting combinations" of elements are already in place. If

CO-PROVIDER submits an order that does not satisfy one of the above, USWC will reject the order and such rejection will not count against USWC's performance reporting as set forth in the Service Performance Section of the Interconnection Agreement.

1.6 Billing

USWC shall provide CO-PROVIDER, on a monthly basis, within 7-10 calendar days of the last day of the most recent billing period, in an agreed upon standard electronic billing format as detailed in CO-PROVIDER'S Agreement, billing information including (1) a summary bill, and (2) individual end user sub-account information consistent with the samples available for CO-PROVIDER review.

1.7 Maintenance and Repair

1.7.1 USWC will maintain facilities and equipment that comprise the service provided to CO-PROVIDER as a UNE Combination. CO-PROVIDER or its end users may not rearrange, move, disconnect or attempt to repair USWC facilities or equipment, other than by connection or disconnection to any interface between USWC and the end user, without the written consent of USWC.

2.0 Customized Routing

2.1 Description

2.1.1 Customized Routing permits CO-PROVIDER to designate a particular outgoing trunk that will carry certain classes of traffic originating from CO-PROVIDER's customers. Customized routing enables CO-PROVIDER to direct particular classes of calls to particular outgoing trunks which will permit CO-PROVIDER to self-provide or select among other providers of interoffice facilities, operator services and directory assistance. Customized routing is a software function of a switch. Customized Routing may be ordered as an application with Resale or Unbundled Local Switching.

2.1.2 CO-PROVIDER may elect to route its end-user customers' traffic in the same manner as USWC routes its end-user customers' calls using existing USWC line class code(s). This option eliminates assignment and deployment charges applicable to new CO-PROVIDER line class code(s) required for custom or unique CO-PROVIDER routing requests.

2.2 Terms and Conditions

2.2.1 Customized Routing will be offered on a first-come, first-served basis.

2.2.2 CO-PROVIDER has two options by which to route its end-user customers' calls:

(a) CO-PROVIDER may elect to route all of its end-user customers' calls in the same_manner as USWC routes its end-user customers' calls. This option allows CO-PROVIDER to use the same line class code(s) used by USWC and thus eliminates line class code(s) and deployment charges to the CO-PROVIDER.

(b) CO-PROVIDER may elect to custom route its end-user customers' calls differently than USWC routes its end user traffic. CO-PROVIDER may choose different routing by traffic type, by prefix, etc. In this option, there will be a charge for the establishment and deployment of a new CO-PROVIDER line class code(s). If a CO-PROVIDER line class code(s) was previously established and deployed at a particular end office, only a deployment charge will apply per new end office location.

2.2.3 In both option (a) and (b) above, CO-PROVIDER shall provide comprehensive routing information associated with any routing request. USWC will provide line class code(s) to the CO-PROVIDER for inclusion in the CO-PROVIDER LSR (Local Service Request).

2.3 Rate Elements

2.3.1 Charges for development of a new CO-PROVIDER line class code(s) for routing of Directory Assistance and Operator Services traffic is included in CO-PROVIDER's Agreement or Exhibit A. All other custom routing arrangements shall be billed on an individual case basis for each custom routed request.

2.3.2 Charges for the installation of new line class codes for custom routing arrangements for directory assistance and operator services traffic is included in CO-PROVIDER's Agreement or Exhibit A. Installation charges for all other custom routing arrangements shall be billed on an individual case basis for each switch in which the code is deployed.

2.4 Ordering Process

2.4.1 CO-PROVIDER shall issue a Service Inquiry form detailing its routing and facility requirements prior to a pre-order meeting with USWC. Refer to the New Customer Questionnaire contained in the Interconnect & Resale Resource Guide for a copy of the Service Inquiry.

2.4.2 After the Service Inquiry form is completed and provided to USWC, the pre-order meeting will be jointly established to provide

USWC with the comprehensive network plan, specific routing requirements and desired due dates.

- 2.4.3 USWC will provide CO-PROVIDER a detailed time and cost estimate thirty (30) business days after the pre-order meeting.
- 2.4.4 If custom routing is requested, the CO-PROVIDER shall submit a 50% deposit for the establishment and deployment of a new CO-PROVIDER line class code(s). USWC will assign a new CO-PROVIDER line class code(s) and provide it to the CO-PROVIDER for inclusion in the LSR (Local Service Request) which the CO-PROVIDER will subsequently issue for deployment of the line class code(s) by USWC.
- 2.4.5 If CO-PROVIDER elects to route their end-users' calls in the same manner in which USWC routes its end-user customers' calls, establishment and deployment charges for new CO-PROVIDER line class code(s) will not apply. USWC will assign existing USWC line class code(s) and provide to the CO-PROVIDER for inclusion in the LSR (Local Service Request).
- 2.4.6 CO-PROVIDER must place the associated trunk orders prior to the establishment or deployment of Line Class Codes in specific end offices.

2.5 Maintenance and Repair

Maintenance and Repair are the sole responsibility of USWC.

3.0 Shared Interoffice Transport

USWC shall provide Shared Interoffice Transport in a non-discriminatory manner according to the following terms and conditions.

3.1 Description

- 3.1.1 Shared Transport is defined as interoffice transmission facilities shared by more than one carrier, including USWC, between end office switches, between end office switches and tandem switches, and between tandem switches.

3.2 Terms and Conditions

- 3.2.1 Shared Transport is only provided with Unbundled Local Switch Ports and Unbundled Network Element-Platform (UNE-P), as described in this Amendment. The existing routing tables resident

in the switch will direct both USWC and CO-PROVIDER traffic over USWC's interoffice message trunk network.

3.2.2 CO-PROVIDER may custom route operator services or directory assistance calls to unique operator services/directory services trunks.

3.3 Rate Elements

3.3.1 Shared Transport will be billed on a minute-of-use basis in accordance with the rate described in Exhibit A.

3.4 Ordering Process

Shared Transport is ordered with Unbundled Line Port and Unbundled Local Switching via the LSR process. Shared transport is assumed to be the choice of routing when ordering a port, unless specified differently by CO-PROVIDER. Ordering processes are contained in Section 1.5. Installation intervals are incorporated in the Unbundled Line Port and are listed in the Interconnect and Resale Resource Guide.

3.5 Maintenance and Repair

Maintenance and Repair are the sole responsibility of USWC.

**NEBRASKA RATES
FOR UNBUNDLED NETWORK ELEMENTS COMBINATIONS**

	Recurring Rates	Nonrecurring Rates
Shared Interoffice Transport	\$ 0.00124254	n/a
Customized Routing	ICB	ICB