

**Amendment for
Unbundled Dedicated Interoffice Transport
to the Interconnection Agreement between
Qwest Corporation and
McLeodUSA Telecommunications Services, Inc.
for the State of Nebraska**

This is an Amendment ("Amendment") for Unbundled Dedicated Interoffice Transport (UDIT) to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and McLeodUSA Telecommunications Services, Inc. ("CLEC"). CLEC and Qwest shall be known jointly as the "Parties".

RECITALS

WHEREAS, CLEC and Qwest entered into an Interconnection Agreement ("Agreement") for service in the state of Idaho which was approved by the Nebraska Public Service Commission; and

WHEREAS, the Parties wish to amend the Agreement further 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 add terms, conditions and rates for UDIT as set forth in Attachment 1 and Exhibits A and B of this Amendment, attached hereto and incorporated herein by this reference.

Effective Date

This Amendment shall be deemed effective upon approval by the Nebraska Public Service Commission; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, CLEC must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by Qwest. CLEC will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met.

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.

McLeodUSA Telecommunications Services, Inc.

Qwest Corporation

Signature

Signature

Name Printed/Typed

Name Printed/Typed

Title

Title

Date

Date

ATTACHMENT 1**1.0 Unbundled Dedicated Interoffice Transport (UDIT)**

Qwest shall provide access to Unbundled Dedicated Interoffice Transport (UDIT) in a non-discriminatory manner according to the following terms and conditions.

1.1 Description

1.1.1 Unbundled Dedicated Interoffice Transport (UDIT) provides CLEC with a network element of a single transmission path between Qwest end offices, Serving Wire Centers or tandem switches in the same LATA and state; however, if CLEC has an Interconnection Agreement in an adjacent state within the same LATA, UDIT may be ordered between those two Central Offices. A UDIT can also provide a path between one CLEC in one Qwest Wire Center and a different CLEC in another Qwest Wire Center. Extended Unbundled Dedicated Interoffice Transport (EUDIT) provides CLEC with a bandwidth specific transmission path between the Qwest Serving Wire Center to CLEC's Wire Center or an IXC's point of presence located within the same Qwest Serving Wire Center area. UDIT is a distance-sensitive, flat-rated bandwidth-specific interoffice transmission path designed to a DSX in each Qwest Wire Center. Qwest shall allow CLEC to access UDIT that is a part of a meet point arrangement between Qwest and another Local Exchange Carrier if CLEC has an Interconnection agreement containing access to UDIT with connecting Local Exchange Carrier at the determined meet point. Qwest rates, terms and conditions shall apply to the percentage of the route owned by Qwest. EUDIT is a flat-rated, bandwidth-specific interoffice transmission path. EUDIT and UDIT are available in DS0 through OC-192 bandwidths and such higher capacities as evolve over time where facilities are available. EUDIT and UDIT in bandwidths up to OC-48 are defined products. Higher bandwidths can be ordered using the Special Request Process. CLEC can assign channels and transport its choice of voice or data. Specifications, interfaces and parameters are described in Qwest Technical Publication 77389.

1.1.2 An unbundled multiplexer is offered as an optional stand-alone element associated with UDIT or Unbundled Loops. A 3/1 multiplexer provides CLEC with the ability to multiplex the DS3 44.736 Mbps signal to 28 DS1 1.544 Mbps channels. The 3/1 multiplexer, in conjunction with an ITP, provides a DS3 signal terminated at a demarcation point and 28 DS1 signals terminated at a demarcation point. A 1/0 multiplexer provides CLEC with the ability to multiplex the DS1 1.544 Mbps signal to 24 DS0 64 Kbps channels. The 1/0 multiplexer provides a DS1 signal terminated at a demarcation point and 24 DS0 signals terminated at a demarcation point. SONET add/drop multiplexing is available on an ICB basis where facilities are available and capacity exists.

1.2 Terms and Conditions

1.2.1 To the extent that CLEC is ordering access to a UNE Combination, and cross-connections are necessary to combine UNEs, Qwest will perform requested and

necessary cross-connections between UNEs in the same manner that it would perform such cross-connections for its end user customers or for itself. If not ordered as a combination, CLEC is responsible for performing cross-connections at its Collocation or other mutually determined demarcation point between UNEs and ancillary or Finished Services, and for transmission design work including regeneration requirements for such connections. Such cross-connections will not be required of CLEC when CLEC orders a continuous dedicated transport element from one point to another.

1.2.2 CLEC must order all multiplexing elements (if it chooses the multiplexing option) and regeneration requirements with its initial installation for the 3/1 multiplexer, including all 28 DS1s ports and the settings on the multiplexer cards. If options are not selected and identified on the order by CLEC, the order will be held until options are selected. For the 1/0 multiplexer, the low side channels may be ordered as needed. Low Side Channelization charges are assigned as channels are ordered. When Loops are ordered in combination with multiplexing, Qwest will provision Loops directly terminated to the multiplexer.

1.2.3 With the exception of combinations provided through the UNE Combinations Section, of the Agreement, CLEC may utilize any form of Collocation at both ends of the UDIT. Collocation is required at the Qwest central office end of EUDIT. When UDIT and EUDIT are ordered together, at the same bandwidth, to form a single transmission path, Collocation is required only when one end of the unbundled transport terminates in a Qwest central office. If regeneration is required only between the UDIT or EUDIT termination point (the DSX panel or equivalent) and CLECs Collocation, CLEC must order such regeneration pursuant to the Agreement and the charges listed in Exhibit A will apply.

1.2.4 CLEC shall not use EUDIT as a substitute for special or Switched Access Services, except to the extent CLEC provides such services to its end user customers in association with Local Exchange Services. Pending resolution by the FCC, Qwest will not apply the local use restrictions contained in the UNE Combinations Section of the Agreement.

1.2.5 For DS1 EUDIT, Qwest may provide existing copper to CLEC's Serving Wire Center. For EUDIT above DS1, Qwest provides an optical interface at the location requested by CLEC.

1.2.6 At the terminating location for each EUDIT, space shall be provided to Qwest for the necessary termination equipment.

1.2.7 EUDIT cannot traverse a Qwest Wire Center.

1.3 Rate Elements

1.3.1 DS1 UDIT rates are contained in Exhibit A of this Amendment and include the following elements:

1.3.1.1 DS1 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 1.544 Mbps termination at a DSX or DCS. In addition to

the fixed rate element, a per-mile rate element, as described below, also applies.

1.3.1.2 DS1 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides a transmission path of 1.544 Mbps between Qwest Wire Centers. This is a mileage sensitive element based on the V&H coordinates of the DS1 UDIT. The mileage is calculated between the originating and terminating offices.

1.3.1.3 DS1 EUDIT Facility Rate Element. This recurring rate element provides a transmission path of 1.544 Mbps between a Qwest Wire Center and CLEC Wire Center or IXC point of presence. This is a non-distance sensitive rate element.

1.3.1.4 DS1 Non-Recurring Charge. One-time charges apply for a specific work activity associated with installation of the DS1 service.

1.3.1.5 DS1 EUDIT Non-Recurring Charge. This one-time charge applies for the specific work activity associated with the installation of a DS1 EUDIT Facility.

1.3.2 DS3 UDIT rates are contained in Exhibit A of this Amendment and include the following elements:

1.3.2.1 DS3 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 44.736 Mbps termination. In addition to the fixed rate element, a per-mile rate element, as described below, also applies.

1.3.2.2 DS3 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides an interoffice transmission path of 44.736 Mbps between Qwest Wire Centers. This is a mileage sensitive element based on the V&H coordinates of the DS3 UDIT. The mileage is calculated between the originating and terminating offices.

1.3.2.3 DS3 EUDIT Facility Rate Element. This recurring rate element provides a transmission path of 44.736 Mbps between a Qwest Serving Wire Center and CLEC's Serving Wire Center or IXC point of presence. This is a non-distance sensitive element.

1.3.2.4 DS3 Nonrecurring Charge. One-time charges apply for a specific work activity associated with installation of the DS3 service.

1.3.2.5 DS3 EUDIT Facility Nonrecurring Charge. This one-time charge applies for the specific work activity associated with the installation of a DS3 EUDIT Facility.

1.3.3 DS0 UDIT rates are contained in Exhibit A of this Amendment and include the following elements:

1.3.3.1 DS0 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 64 Kbps termination. In addition to the fixed rate

element, a per-mile rate element, as described below, also applies.

1.3.3.2 DS0 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides a transmission path of 64 Kbps between Qwest Wire Centers. This is a mileage sensitive element based on the V&H coordinates of the DS0 UDIT. The mileage is calculated between the originating and terminating offices.

1.3.3.3 DS0 Nonrecurring Charge. One-time charges apply for a specific work activity associated with installation of the DS0 service.

1.3.4 OC-3 UDIT rates are contained in Exhibit A of this Amendment and include the following elements:

1.3.4.1 OC-3 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 155.52 Mbps termination. In addition to the fixed rate element, a per-mile rate element, as described below, also applies.

1.3.4.2 OC-3 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides a transmission path of 155.52 Mbps between Qwest Wire Centers. This is a distance sensitive element based on the V&H coordinates of the OC-3 UDIT. The mileage is calculated between the originating and terminating offices.

1.3.4.3 OC-3 EUDIT Facility Rate Element. This recurring rate element provides a transmission path of 155.52 Mbps between a Qwest Serving Wire Center and CLEC's Serving Wire Center or IXC point of presence. This is a non-distance sensitive element.

1.3.4.4 OC-3 Nonrecurring Charge. One-time charges apply for a specific work activity associated with installation of the OC -3s service.

1.3.4.5 OC-3 EUDIT Facility Nonrecurring Charge. This one-time charge applies for the specific work activity associated with the installation of an OC-3 EUDIT Facility.

1.3.5 OC-12 UDIT rates are contained in Exhibit A of this Amendment and include the following elements:

1.3.5.1 OC-12 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 622.08 Mbps termination. In addition to the fixed rate element, a per-mile rate element, as described below, also applies.

1.3.5.2 OC-12 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides a transmission path of 622.08 Mbps between Qwest Wire Centers. This is a distance sensitive element based on the V&H coordinates of the OC-12 UDIT. The mileage is calculated between the originating and terminating offices.

1.3.5.3 OC-12 EUDIT Facility Rate Element. This recurring rate element

provides a transmission path of 622.08 Mbps between a Qwest Serving Wire Center and CLEC's Serving Wire Center or IXC point of presence. This is a non-distance sensitive element.

1.3.5.4 OC-12 Nonrecurring Charge. One-time charges apply for a specific work activity associated with installation of the OC-12 service.

1.3.5.5 OC-12 EUDIT Facility Nonrecurring Charge. This one-time charge applies for the specific work activity associated with the installation of an OC-12 EUDIT Facility.

1.3.6 OC-48 UDIT rates are contained in Exhibit A of this Amendment and include the following elements:

1.3.6.1 OC-48 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 2.488 Gbps termination. In addition to the fixed rate element, a per-mile rate element, as described below, also applies.

1.3.6.2 OC-48 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides a transmission path of 2.488 Gbps between Qwest Wire Centers. This is a distance sensitive element based on the V&H coordinates of the OC-48 UDIT. The mileage is calculated between the originating and terminating offices.

1.3.6.3 OC-48 EUDIT Facility Rate Element. This recurring rate element provides a transmission path of 2.488 Gbps between a Qwest Serving Wire Center and CLEC's Serving Wire Center or IXC point of presence. This is a non-distance sensitive element.

1.3.6.4 OC-48 Nonrecurring Charge. One-time charges apply for a specific work activity associated with installation of the OC-48 service.

1.3.6.5 OC-48 EUDIT Facility Nonrecurring Charge. This one-time charge applies for the specific work activity associated with the installation of an OC-48 EUDIT Facility.

1.3.7 Low Side Channelization (LSC) Charge. A recurring charge for low side multiplexed channel cards and settings at each end of the DS0 UDIT.

1.3.8 3/1 multiplexing rates are contained in Exhibit A of this Amendment, and include the following:

1.3.8.1 Recurring Multiplexing Charge. The DS3 central office Multiplexer provides de-multiplexing of one DS3 44.736 Mbps to 28 1.544 Mbps channels.

1.3.8.2 Nonrecurring Multiplexing Charge. One-time charges apply for a specific work activity associated with installation of the multiplexing service.

1.3.8.3 1/0 multiplexing rates are contained in Exhibit A of this Amendment, and include the following charges:

1.3.8.3.1 Recurring Multiplexing Charge. The DS0 central office multiplexer provides de-multiplexing of one DS1 1.544 Mbps to 24 64 Kbps channels.

1.3.8.3.2 Nonrecurring Multiplexing Charge. One-time charges apply for a specific work activity associated with installation of the multiplexing service, including low side channelization of all 28 channels.

1.3.8.3.3 Low Side Channelization (LSC). A recurring charge for low side multiplexed channel cards and settings plus a nonrecurring charge for each individual channelization provisioning.

1.3.9 Rearrangement rates are contained in Exhibit A of this Amendment.

1.4 Ordering Process

1.4.1 Ordering processes and installation intervals are as follows:

1.4.1.1 UDIT is ordered via the ASR process. By May 31, 2001, CLEC will be able to order a single end to end bandwidth facility comprised of UDIT and EUDIT on a single ASR. Ordering processes are contained in the Support Functions Section of this Agreement.

1.4.1.2 Reserved for Future Use

1.4.1.3 The interval will start when Qwest receives a complete and accurate Access Service Request (ASR). This date is considered the start of the installation interval if the order is received prior to 3:00 p.m. The installation interval will begin on the next business day for service requests received after 3:00 p.m. The installation intervals have been established and are set forth in Exhibit B of this Amendment.

1.4.1.4 Subsequent changes to the quantity of services on an existing order will require a revised order. Also, additional charges apply for the following modifications to existing orders unless the need for such change is caused by Qwest:

- a) Service date changes;
- b) Partial cancellation;
- c) Design change; and
- d) Expedited order.

1.4.1.5 An order may be canceled any time up to and including the service date. Cancellation charges will apply except when:

1.4.1.5.1 The original due date or CLEC-initiated subsequent due date was, or CLEC has been notified by Qwest that such due date will be, delayed ten (10) business days or longer; or

1.4.1.5.2 The original due date has been scheduled later than the expiration of the standard interval set forth in Exhibit B and CLEC cancels its order no later than ten (10) days before such original due date.

1.4.1.6 Definitions of the most common critical dates that occur during the ordering and installation process are included in the Definitions Section of the Agreement.

1.4.2 UDIT is ordered with basic installation. Qwest will install the UDIT extending connections to CLEC demarcation point and will notify CLEC when the work activity is complete.

1.4.3 UDIT 3/1 multiplexing is provisioned as a complete system with terminations at the demarcation point and all multiplexing cards. CLEC must order settings for all cards at the time of the multiplexing request.

1.4.4 For UDIT 1/0 multiplexing, the high side is fully provisioned with the order. The low side is provisioned when low side channels are ordered. Optional card settings are selected by CLEC at the time of the DS0 order.

1.4.5 Qwest will perform industry standard tests, set forth in Technical Publication 77389, when installing UDIT service.

1.4.6 Reserved for Future Use

1.5 Maintenance and Repair

1.5.1 The Parties will perform cooperative testing and trouble isolation to identify where trouble points exist. CLEC cross-connections will be repaired by CLEC and Qwest cross connections will be repaired by Qwest. Maintenance and Repair processes are contained in the Support Functions Section of the Agreement.

1.6 Rearrangement

1.6.1 CLEC can submit requests through the ASR process to move or rearrange UDIT or EUDIT terminations on CLEC's demarcation point or to change UDIT or EUDIT options. These rearrangements are available through a single office or dual office request. Single office rearrangements are limited to the change in options or movement of terminations within a single Wire Center. Dual office rearrangements are used to change options or movement of terminations in two (2) Wire Centers. Rearrangement is only available for in-place and working UDITs or EUDITs.

1.6.2 The rearrangement of terminations or option changes are completed as an "uncoordinated change" (basic request) and will be completed within the normal intervals outlined in Exhibit B. If CLEC desires a coordinated rearrangement of terminations or options changes, additional labor installation as identified in Exhibit A shall apply.

1.6.3 CLEC will submit an ASR with the rearrange USOC and appropriate termination information (e.g. CFA) or NC/NCI codes (Network Channel Codes/Network Channel Interface Codes).