

**Bill and Keep Amendment
to the Interconnection Agreement between
Qwest Corporation and
ICG Telecom Group, Inc.**

for the State of South Dakota

This is an Amendment ("Amendment") for Bill and Keep language to the Interconnection Agreement between Qwest Corporation ("Qwest"), formerly known as U S WEST Communications, Inc., a Colorado corporation, and ICG Telecom Group, 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 South Dakota which was approved by the South Dakota Commission ("Commission"); and

WHEREAS, the Parties wish to amend the Agreement further under the terms and conditions contained herein. The following amends the Reciprocal Compensation terms and conditions of the Agreement.

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, conditions and rates for Bill and Keep as set forth in Attachment 1 and Exhibit A, to this Amendment, attached hereto and incorporated herein by this reference. This Amendment shall constitute the entire Agreement between the Parties, and supercedes all previous Agreements and Amendments entered into between the Parties with respect to the subject matter of this Amendment.

Effective Date

This Amendment shall be deemed effective upon approval by the 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.

ICG Telecom Group, Inc.

Qwest Corporation

Signature

Signature

Name Printed/Typed

L.T. Christensen

Name Printed/Typed

Title

Director – Business Policy

Title

Date

Date

ATTACHMENT 1**BILL AND KEEP****1 Exchange Service (EAS/Local) Traffic**

1.1 End Office Call Termination

1.1.2 The Parties agree that, because this state is a new market for the CLEC, end office call termination compensation for Exchange Service (EAS/Local) traffic shall be based upon the bill and keep compensation mechanism, whereby neither Party changes the other Party reciprocal compensation for the termination of EAS/Local traffic originated by the other Party. Bill and keep shall govern compensation for such traffic exchanged by the Parties in this state until the earlier of: (1) the expiration of this agreement, or (2) further action by the Federal Communications Commission, or a court of Competent Jurisdiction, vacates, replaces, modifies, or superseded the applicable rules adopted in Order on Remand and Report and Order, CC Docket Nos. 96-98-, 99-68, FCC 01-131 (rel. Apr. 27, 2001).

1.1.3 Reserved for Future Use.

1.1.4 Reserved for Future Use.

1.1.5 Neither Party shall be responsible to the other for call termination charges associated with third party traffic that transits such party's network.

1.2 Tandem Switched Transport

1.2.1 For traffic delivered through a Qwest or CLEC tandem Switch (as defined in this Agreement), the Parties agree that, because this state is a new market for CLEC, tandem switched transport functions for Exchange Service (EAS/Local) non-transit traffic shall be compensated based upon bill and keep compensation mechanism. Bill and keep will apply to both the tandem switching rate and the tandem transmission rate. Bill and keep shall govern compensation for such traffic exchanged by the Parties in this state until the earlier of: (1) the expiration of this agreement, or (2) further action by the Federal Communications Commission, or a court of competent jurisdiction, vacates, replaces, modifies, or supersedes the applicable rules adopted in Order on Remand and Report and Order, CC Docket Nos. 96-98, 99-68, FCC 01-131 (rel. Apr. 27, 2001).

1.2.2 Reserved for Future Use.

1.2.3 Reserved for Future Use.

1.2.4 When Qwest receives an unquered call from CLEC to a number that has been ported to another CLEC switch within the EAS/Local calling area, and Qwest performs the query, mileage sensitive tandem transmission rates will apply which reflect the distance to the end office to which the call has been ported.

1.2.4.1 To determine the responsible originating Carrier of unqueried calls for purposes of identification of the Carrier to bill LNP query charges, Qwest and CLEC are required to utilize the Number Portability Administration Center (NPAC) database, or another database that is supported by OBF.

1.3 Reserved for Future Use.

1.4 Reserved for Future Use.

2 Miscellaneous Charges

2.1 Cancellation charges will apply to cancelled LIS trunk orders, based upon the critical dates, terms and conditions in accordance with the Access Service Tariff Section 5.2.3, and the Trunk Nonrecurring Charges referenced in this Agreement.

2.2 Expedites for LIS truck orders are allowed only on an exception basis with executive approval within the same timeframes as provided for other designed services. When expedites are approved, expedite charges will apply to LIS trunk orders based on rates, terms and conditions described in Exhibit A.

2.3 Construction charges are described in Exhibit A of this Agreement.

3 ISP – bound Traffic

3.1 The Parties agree that ISP-bound traffic is Interstate traffic and governed by the FCC's Oder on Remand and Report and Order (Intercarrier Compensation for ISP-bound Traffic) CC Docket 01-131 (FCC ISP Order), effective June 14, 2001. However, the Parties agree to exchange ISP-bound traffic utilizing the bill and keep compensation mechanism. Bill and Keep will apply to both end office call termination and tandem switched transport of ISP-bound traffic.