

**Line Splitting Amendment
to the Interconnection Agreement
between
Qwest Corporation
and
DIECA Communications, Inc. d/b/a Covad Communications Company
for the State of Nebraska**

This Amendment ("Amendment") is to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and DIECA Communications, Inc. d/b/a Covad Communications Company ("Covad" or "CLEC/DLEC"), a Virginia corporation.

RECITALS

WHEREAS, the Parties are currently entering into an Interconnection Agreement, for service in the State of Nebraska ("Agreement"); and

WHEREAS, the Parties wish to amend the aforementioned Agreement by adding the terms and conditions contained herein; and

WHEREAS, the Agreement and this Amendment will be filed concurrently with the Nebraska Public Service Commission ("Commission").

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 the existing Section 9.21, UNE-P Line Splitting, in its entirety, with the terms, conditions and rates for Line Splitting as set forth in Attachment 1 and Exhibit A, attached hereto and incorporated herein. The Line Splitting Service Intervals, contained in Exhibit C of the Agreement, shall apply to this Amendment.

Rates in Exhibit A shall be updated to reflect legally binding decisions of the Commission and shall be applied on a prospective basis from the effective date of the legally binding Commission decision, unless otherwise ordered by the Commission.

Effective Date

This Amendment shall be deemed effective upon Commission approval; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, Covad must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by Qwest. Covad 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 the true-up as set forth above, the Covad's bills shall be deemed accurate and adjusted without error.

Amendments; Waivers

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. 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.

**DIECA Communications, Inc. d/b/a
Covad Communications Company**

Qwest Corporation

Signature

James A. Kirkland

Name Printed/Typed

Senior VP and General Counsel

Title

Date

Signature

L. T. Christensen

Name Printed/Typed

Director – Interconnection Agreements

Title

Date

ATTACHMENT 1

9.21 Line Splitting

9.21.1 Description

Line Splitting provides a Competitive Local Exchange Carrier ("CLEC") and a Data Local Exchange Carrier ("DLEC") with the opportunity to offer advanced data service simultaneously with voice service when CLEC obtains switching as a Network Element pursuant to a separate written agreement. Line Splitting uses the frequency range above the voice band on a single Loop for the advanced data service. The advanced data service may be provided by the Customer of Record (the voice service provider) or another data service provider chosen by the Customer of Record. A Splitter must be inserted into the Loop in order to accommodate the establishment of the advanced data service. The Splitter separates the voice and data traffic and allows the Loop to be used for simultaneous DLEC data transmission and CLEC-provided voice service to the End User Customer. "CLEC" will herein be referred to as the voice service provider while "DLEC" will be referred to as the advanced data service provider. CLEC and DLEC may be the same or different entities.

9.21.2 Terms and Conditions

9.21.2.1 General

9.21.2.1.1 The Customer of Record (the voice service provider) will order the insertion of a Splitter. Qwest is not responsible for providing the Splitter, filter(s) and/or other equipment necessary for the End User Customer to receive separate voice and data service across a single copper Loop.

9.21.2.1.2 To order Line Splitting, CLEC/DLEC must have a Splitter installed in the Qwest Wire Center that serves the End User Customer. The Splitter must meet the requirements for Central Office equipment Collocation set by the FCC or be compliant with ANSI T1.413.

9.21.2.1.3 CLEC/DLEC may provide any xDSL services that are compatible with CLEC's voice service in accordance with ANSI T1.413 or IEEE 820 or other industry standards.

9.21.2.1.4 There may be only one DLEC at any given time that provides advanced data service on any given Line Splitting arrangement.

9.21.2.1.5 The Customer of Record will be able to request conditioning of the Loop portion of the Line Splitting arrangement. Qwest will perform requested conditioning of shared Loops to remove load coils and excess Bridged Taps. If CLEC requests conditioning and such conditioning significantly degrades the voice services on the Loop to the point that it is unacceptable to CLEC, CLEC shall pay the conditioning rate set forth in Exhibit A to recondition the Loop.

9.21.2.1.6 Splitters may be installed in Qwest Wire Centers at the discretion of CLEC/DLEC via the standard or Common Area Splitter Collocation arrangements set forth in the Line Sharing Section (Section 9.4) of the Agreement. Under either option, Splitters will be appropriately hard-wired or pre-wired so that Qwest is not required to inventory more than two (2) points of termination. For Line Splitting, Qwest shall use the same number of Cross Connections and the same number of tie pairs as it uses for other split services provided under this Amendment.

9.21.2.1.7 Splitter Collocation requirements are covered in the Line Sharing Section (Section 9.4) of the Agreement.

9.21.3 Rate Elements

The following Line Splitting rate elements are contained in Exhibit A of this Amendment or in Exhibit A of the Agreement.

9.21.3.1 Recurring Rates for Line Splitting.

9.21.3.1.1 Interconnection Tie Pairs (ITP). A monthly recurring charge to recover the costs associated with the use of two (2) ITPs, one (1) for voice and one (1) for voice/data. Rate elements are contained in Exhibit A of the Agreement.

9.21.3.1.2 OSS Charge – A monthly recurring charge to recover the cost of the OSS modifications necessary to provide access to the high frequency portion of the Loop. Rate elements are contained in Exhibit A of this Amendment.

9.21.3.2 Nonrecurring Rates for Line Splitting

9.21.3.2.1 Basic Installation Charge for Line Splitting – A nonrecurring charge for each Line Splitting arrangement installed will apply. Rate elements are contained in Exhibit A of this Amendment.

9.21.3.2.2 Charge for conditioning the Loop – A nonrecurring charge for either conditioning the Loop by removing load coils and/or excess Bridged Taps; or reconditioning the line if necessary to assure the quality of the voice service. Rate elements are contained in Exhibit A of the Agreement.

9.21.3.3 Nonrecurring Rates for Maintenance and Repair

9.21.3.3.1 Miscellaneous Charges, as defined in the Agreement, may apply.

9.21.3.4 Rates for Splitter Collocation must be included in Exhibit A of CLEC's Agreement.

9.21.4 Ordering Process

9.21.4.1 Line Splitting

9.21.4.1.1 As a part of the pre-order process, CLEC/DLEC may access loop characteristic information through the Loop Information Tool described in the Access to OSS Section (Section 12) of the Agreement. The Customer of Record will determine, in its sole discretion and at its risk, whether to add data services to any specific Loop.

9.21.4.1.2 The Customer of Record will provide on the LSR, the appropriate frame terminations that are dedicated to Splitters. Qwest will administer all cross connects/jumpers on the COSMIC/MDF and ICDF.

9.21.4.1.3 Basic Installation "lift and lay" procedure will be used for all Line Splitting orders. Under this approach, a Qwest technician "lifts" the Loop from its current termination in a Qwest Wire Center and "lays" it on a new termination connecting to CLEC's/DLEC's collocated equipment in the same Wire Center. At CLEC's request, Qwest will perform a synchronization test, where available, using the protocol verified by CLEC. Qwest will use an Acterna 350 Plus test set, or similar test set, to perform the synchronization test. The synchronization test confirms continuity from the MDF to the CLEC DSLAM. When installation of Line Splitting is in conjunction with the migration of service from another provider, every effort will be taken by Qwest to ensure that the End User's services, both voice and data, experience limited interruption.

9.21.4.1.4 The Customer of Record shall not place orders for Line Splitting until all work necessary to provision Line Splitting in a given Qwest Wire Center, including, but not limited to, Splitter installation and tie cable reclassification or augmentation has been completed.

9.21.4.1.5 If the voice service is disconnected on a Line Splitting arrangement, the Line Splitting arrangement shall terminate. CLEC may arrange to provide DSL service to the End User Customer through purchase of another product. If a Line Splitting LSR is placed to change from Line Sharing to Line Splitting or to change the voice provider in a Line Splitting arrangement and the data provider does not change or move Splitter location, the data service will not be interrupted.

9.21.4.1.6 The Customer of Record (the voice service provider) shall submit the appropriate LSRs associated with establishing Line Splitting.

9.21.5 Billing

9.21.5.1 Qwest shall provide a bill to the Customer of Record (the voice service provider), on a monthly basis, within seven to ten (7-10) calendar Days of the last day of the most recent Billing period, in an agreed upon standard electronic Billing format, Billing information including (1) a summary bill, and (2) individual End User Customer sub-account information consistent with the samples available for CLEC/DLEC review.

9.21.5.2 Qwest shall bill the Customer of Record for all recurring and nonrecurring Line Splitting rate elements.

9.21.6 Repair and Maintenance

9.21.6.1 Qwest will allow CLEC/DLEC to access Line Splitting at the point where the combined voice and data Loop is cross connected to the Splitter.

9.21.6.2 The Customer of Record will be responsible for reporting to Qwest voice service troubles provided over Line Splitting. Qwest will be responsible to repair troubles on the physical line between Network Interface Devices at the Customer premises and the point of demarcation in Qwest Wire Centers. CLEC/DLEC will be responsible for repairing data services provided on Line Splitting. Qwest, CLEC and DLEC each will be responsible for maintaining its equipment. The entity that controls the Splitters will be responsible for their maintenance.

9.21.6.3 When Splitters are installed in Qwest Wire Centers via Common Area Splitter Collocation, CLEC/DLEC will order and install additional Splitter cards as necessary to increase the capacity of the Splitters. CLEC/DLEC will leave one (1) unused, spare Splitter card in every shelf to be used for repair and maintenance until such time as the card must be used to fill the shelf to capacity.

9.21.6.4 When Splitters are installed in Qwest Wire Centers via standard Collocation arrangements, CLEC/DLEC may install test access equipment in its Collocation areas in those Wire Centers for the purpose of testing Line Splitting. This equipment must meet the requirements for Central Office equipment set by the FCC.

9.21.6.5 Qwest, CLEC and DLEC will work together to address End User Customer initiated repair requests and to prevent adverse impacts to the End User Customer.

9.21.6.6 Qwest will comply with Maintenance and Repair procedures of its Line Splitting PCAT, available on Qwest's Wholesale web site.

9.21.6.7 If an end user complains of a voice service problem that may be related to the use of an UNE-P for data services, Qwest and CLEC/DLEC will work together with the end user to solve the problem to the satisfaction of the end user. Disconnection of the data service will only be done after Qwest has clearly determined that no trouble exists in the Qwest network or parts of the network maintained by Qwest (i.e.; Common Area Splitter Collocation where the problem is in the splitter). Should Qwest temporarily disconnect the data service in order to restore voice service caused by a problem in the data providers network, Qwest shall promptly restore the data service and complete the normal test process, including synchronization testing where available, to ensure both data and voice are working properly. This will be done within twenty-four (24) hours of notification by the customer of record that the problem in the data providers network has been corrected.

9.21.7 Customer of Record and Authorized Agents

9.21.7.1 "Customer of Record" is defined for purposes of this section as the CLEC providing the voice service. Qwest will bill the Customer of Record for Line Splitting. The Customer of Record may designate an authorized agent pursuant to the terms of sections 9.21.7.2 and 9.21.7.3 to perform ordering and/or Maintenance and Repair functions.

9.21.7.2 In order for the authorized agent of the Customer of Record to perform ordering and/or Maintenance and Repair functions, the Customer of Record must provide its authorized agent the necessary access and security devices, including but not limited to user identifications, digital certificates and SecurID cards, that will allow the authorized agent to access the records of the Customer of Record. Such access will be managed by the Customer of Record.

9.21.7.3 The Customer of Record shall hold Qwest harmless with regard to any harm to Customer of Record as a direct and proximate result of the acts or omissions of the authorized agent of the Customer of Record or any other Person who has obtained from the Customer of Record the necessary access and security devices through the Customer of Record, including but not limited to user identifications, digital certificates and SecurID cards, that allow such Person to access the records of the Customer of Record unless such access and security devices were wrongfully obtained by such Person through the willful or negligent behavior of Qwest.

Exhibit A

Nebraska*

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NOTES:

Unless otherwise indicated, all rates are pursuant Nebraska Public Service Commission Dockets listed below:

A: Cost Docket C-2516 / PI-49 Effective 6/7/02

Second Voluntary Rate Reduction Docket C-2516/ PI-49, C-266, C-2750, effective 6/7/02. Reductions reflected in the 8/5/02 Exhibit A. Rates voluntarily deaveraged to be consistent with the deaveraged loop rate. Deaveraging approach subject to review in the next phase of the cost docket. State wide average rate of \$1.56 was ordered by the Commission in C-2516.