

**Amendment No. 7
to the
Interconnection Agreement**

Between

**U S WEST Communications, Inc.
and
Aliant Midwest Inc. dba ALLTEL**

for the State of Nebraska

This is Amendment No. 7 ("Amendment") to the Interconnection Agreement between Aliant Midwest Inc. dba ALLTEL ("ALLTEL") and U S WEST Communications, Inc. ("USWC").

RECITALS

WHEREAS, ALLTEL entered into an Interconnection Agreement with USWC that was executed by ALLTEL on July 1, 1997 and by USWC on July 7, 1997 ("Agreement"); and

WHEREAS, the Agreement was approved by the Nebraska Public Service Commission on December 8, 1997; and

WHEREAS, the parties wish to amend the Agreement under the terms, conditions and rates contained herein as follows.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment, the Parties agree as follows:

1. Amendment Terms.

Section IX, Reciprocal Compensation Arrangements, Subsection 1, Local Calls, is deleted in its entirety and replaced with the following language:

- A. Effective with usage beginning March 1, 2000, the parties will utilize bill and keep as a reciprocal compensation mechanism until otherwise agreed between the parties or ordered by the Commission.
- B. For purposes of this Amendment, the parties agree that bill and keep is defined as a mechanism under which neither party will apply a reciprocal compensation rate for local traffic originated by one party and terminated by the other party. The Parties also agree to treat ISP traffic under this bill and keep mechanism for compensation purposes.

Section IX, Reciprocal Compensation Arrangements, Subsection 2, Toll Calls, is amended to add the following to the end of the existing language:

The parties agree that usage quantities for toll access billing will be based upon billing records and/or reports provided through the USWC CARDS

system. Exceptions to the use of CARDS will only occur upon the mutual agreement of the parties on a case by case basis.

2. Effective Date.

This Amendment shall be deemed effective as of the date of its approval by the Nebraska Public Service Commission

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.

Aliant Midwest Inc. dba ALLTEL

U S WEST Communications, Inc.

Authorized Signature

Authorized Signature

James W. Strand

Name Typed or Printed

Elizabeth Stamp

Name Typed or Printed

President

Title

Director – Interconnect Negotiations

Title

Date

Date