

**Amendment No. 1 to the Interconnection Agreement
Between
Integra Telecom of Nebraska, Inc.
and
U S WEST Communications, Inc.**

This Amendment No. 1 ("Amendment") is made and entered into by and between Integra Telecom of Nebraska, Inc. ("Integra") and U S WEST Communications, Inc. ("USWC").

RECITALS

WHEREAS, Integra and USWC entered into an Interconnection Agreement for service in the state of Nebraska that was executed by Integra on February 4, 2000, and USWC on March 6, 2000 (the "Agreement"); and

WHEREAS, Integra 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.

This Amendment is made in order to add the terms, conditions and rates for Dark Fiber as set forth in Attachment 1 to this Amendment, attached hereto and incorporated herein.

2. Effective Date.

This Amendment shall be deemed effective upon approval of by the appropriate state 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.

Integra Telecom of Nebraska, Inc.

Authorized Signature

Name Printed/Typed

Title

Date

U S WEST Communications, Inc.

Authorized Signature

Name Printed/Typed

Title

Date

ATTACHMENT 1 DARK FIBER

1. Unbundled Dark Fiber

1.1 Description

- 1.1.1 Unbundled Dark Fiber (UDF) is a deployed, unlit pair of fiber optic cable or strands that connects two points within U S WEST's network. UDF is a single transmission path between two U S WEST Wire Centers or between a U S WEST Wire Center and an end user customer premise in the same LATA and state. UDF exists in two distinct forms: (a) UDF Interoffice Facility (UDF-IOF), which constitutes an existing route between two U S WEST Wire Centers; and (b) UDF-Loop, which constitutes an existing loop between a U S WEST Wire Center and either a fiber distribution panel located at an appropriate outside plant structure or an end-user customer premises.

1.2 Terms and Conditions

- 1.2.1 U S WEST will provide Integra with non-discriminatory access to UDF-IOF and UDF-Loop. U S WEST will provide UDF of substantially the same quality as the fiber facilities that U S WEST uses to provide service to its own end user customers within a reasonable time frame.
- 1.2.2 Integra will provide U S WEST with non-discriminatory access to UDF-IOF and UDF-Loop. Integra will provide UDF of substantially the same quality as the fiber facilities that Integra uses to provide service to its own end user customers within a reasonable time frame.
- 1.2.3 U S WEST will provide Integra with access to existing Dark Fiber facilities. Integra shall be responsible for obtaining and connecting electronic equipment, whether light generating or light terminating equipment, to the Dark Fiber. U S WEST will not remove, and Integra shall be permitted to use, regenerating equipment that already exists in mid-span.
- 1.2.4 U S WEST will provide Unbundled Dark Fiber to Integra in increments of two strands (by the pair).
- 1.2.5 U S WEST shall not have an obligation to unbundle Dark Fiber in the following circumstances:
- a) U S WEST will not unbundle Dark Fiber utilized for maintenance or reserved for maintenance spare. U S WEST shall not reserve more than 5% of the fibers in a sheath for maintenance or maintenance spare.

- b) U S WEST will not unbundle Dark Fiber that, as of the day Integra submits its order for Unbundled Dark Fiber, U S WEST has already designated for use in an approved, or pending job on behalf of U S WEST or another CLEC.
 - c) U S WEST will not be required to unbundle Dark Fiber if U S WEST demonstrates to Commission by a preponderance of the evidence that such unbundling would create a likely and foreseeable threat to its ability to provide its services as required by law. In such circumstances, U S WEST shall be relieved of its unbundling obligations during the pendency of the proceeding before Commission.
- 1.2.6 U S WEST will provide Integra with access to the existing Dark Fiber in its network in either single-mode or multi-mode. During the inquiry process, U S WEST will inform Integra of the availability of single-mode and multi-mode fiber.
- 1.2.7 Specifications, interfaces and parameters for Dark Fiber are described in U S WEST's Technical Publication 77383.
- 1.2.8 Integra is responsible for trouble isolation before reporting trouble to U S WEST.
- 1.2.9 Integra shall not use UDF as a substitute for special or switched access services, except to the extent Integra provides "a significant amount of local exchange traffic" to its end users over the UDF as set forth by the FCC.
- 1.2.10 Upon reasonable notification to Integra as defined by the Commission, U S WEST reserves the right to reclaim in part or in whole, UDF previously obtained by Integra. This condition would arise in those cases where U S WEST is in jeopardy of meeting or maintaining control of its obligation to provide services as required by law.
- 1.2.11 U S WEST will not combine a Dark Fiber element with another Unbundled Network Element or U S WEST services, or Integra facilities. Integra is responsible for connecting Dark Fiber with Integra fiber optic terminal or other equipment.
- 1.2.12 Integra must have Collocation at both ends of the UDF-IOF or at the Serving Wire Center of the UDF-Loop.
- 1.2.13 For UDF-Loop, Integra is responsible for all work activities at the end-user premise. All negotiations with the premise end-user and or premise owner are solely the responsibility of Integra.
- 1.2.14 For a UDF-Loop terminating at an existing end-user premise FDP, U S WEST will provide to Integra an optical "jumper", not to

exceed 30 feet in length, connected to the U S WEST UDF-Loop FDP.

- 1.2.15 Integra is responsible for all permits, licenses, bonds, or other necessary legal authority and permission, at Integra's sole expense, in order to perform its obligations to gain access to UDF at an outside plant structure. Integra shall contact all owners of public and private Rights-of-Way to obtain their permission required to perform the necessary work to access UDF. Integra facilities shall be placed and maintained in accordance with the requirements and specifications of applicable Fiber Communications Standards, the National Electrical code, the National Electrical Safety Code, the rules and regulations of the Occupational Safety and Health Act, and any governing authority having jurisdiction. Access to Right-of-Way shall be in accordance with Section 9.9 of the Agreement (Access to Poles, Ducts, Conduit, and Rights-of-Way).
- 1.2.16 Integra will incur all costs associated with returning the UDF to its original condition when they disconnect UDF.

1.3 Ordering Processes

Ordering processes and installation intervals are as follows:

- 1.3.1 Prior to placing an order for UDF, Integra must first establish a Collocation arrangement in each of the necessary U S WEST Wire Centers. Integra must establish proper ICDF demarcation points as part of their collocation build in order to accommodate the UDF optical terminations.
- 1.3.2 The first step of the UDF ordering process is the inquiry process. Integra must submit a UDF inquiry through their account team. The UDF inquiry is used to determine the availability of UDF between the two requested locations, UDF-IOF or UDF-Loop. Integra must specify the two U S WEST offices or End-user Premise location and the number of fibers requested. U S WEST will inform Integra of the availability of Dark Fiber that will meet Integra's request, if any, within 10 business days for an Initial Records Inquiry (IRI) and 30 business days for a Mid-Point Structure Inquiry (MPSI).
- 1.3.3 Based on the Integra request (UDF-Loop or UDF-IOF), there are two possible scenarios.

Termination at a Mid-Point Structure

- 1.3.3.1 If spare fiber is available, and Integra chooses to proceed, and the request is for UDF-Loop going to a mid-point structure such as a Controlled Environmental Vault (CEV), or Remote Terminal (RT), Integra will submit the Field

Verification Quote Preparation (FVQP) form. U S WEST will prepare and submit to Integra a quote along with the original FVQP within 20 business days of the submission of the FVQP form by the Integra. Quotes are on an Individual Case Basis (ICB) and will include costs and number of days required to provision the service.

- 1.3.3.2 U S WEST will begin the provisioning process upon notification from Integra to proceed and the receipt of 50% of the quoted amount. The notification to proceed is accomplished by completing, signing and returning the original FVQP to the account manager. The account manager will notify Integra when provisioning is complete and the remaining quoted amount, the non-recurring charges, and recurring charges will be billed.

Termination at U S WEST Wire Center or End-user Premise

- 1.3.3.3 If spare fiber is available, and Integra chooses to proceed, and the request is for a UDF-IOF or a UDF-Loop going to a end-user premise, U S WEST will begin the provisioning process upon notification from Integra to proceed and the receipt of 50% of the non-recurring charges. The notification to proceed is accomplished by completing, signing and returning the original inquiry request to the account manager. Provisioning of this type of request will take 20 business days. Integra will be notified that provisioning is complete and the remaining non-recurring charges and associated recurring charges will be billed.
- 1.3.3.4 An order may be canceled any time up to and including the service date. Cancellation charges will apply.

1.4 Maintenance and Repair

- 1.4.1 The Parties will perform cooperative testing and trouble isolation to Identify where trouble points exist. Integra cross connections will be repaired by Integra and U S WEST cross connections will be repaired by U S WEST. Maintenance and Repair processes are contained in Section 10 (Operational Support Systems (OSS)).

1.5 Rate Elements [UNDER DEVELOPMENT]

- 1.5.1 Dark Fiber rates are still under development and will be incorporated into this Attachment 1 as Exhibit A, as soon as they become available. They will include the following elements:
- a) Initial Records Inquiry (IRI). This rate element is a pre-order work effort that investigates the availability of UDF. This is a one-time

charge for each route check requested by Integra. U S WEST will bill Integra the IRI immediately upon receipt of the inquiry.

- b) Mid-Point Structure Inquiry (MPSI) (Loop only). This rate element is a pre-order records research effort that (1) includes IRI to determine the availability of UDF and (2) records research to locate the closest structure (CEV, Hut, etc.) along the Loop fiber route. U S WEST will locate the closest point in which access is available (via an existing structure and FDP).
- c) Field Verification and Quote Preparation (FVQP). This rate element is a pre-order work effort to estimate the cost of providing UDF access to Integra at locations other than U S WEST Wire Centers or an end-user premises. U S WEST will prepare a quote which will explain what work activities, timeframes, and costs are associated with providing access to this FDP location. This quote will be good for 90 calendar days. This charge is not applied when the demarcation points are in a Wire Centers or an end-user premises.

1.5.2 The following rate elements are used once the availability of UDF has been established and Integra chooses to access UDF.

1.5.2.1 Unbundled Dark Fiber - IOF Rate Elements

- a) UDF-IOF Termination (Fixed) Rate Element. This rate element has both a recurring and non-recurring component and provides a termination at the interoffice FDP within the U S WEST Wire Center. Two UDF-IOF terminations apply.
- b) UDF-IOF Fiber Transport, (Per Mile) Rate Element. This recurring rate element provides a transmission path between U S WEST Wire Centers. This is a mileage sensitive element based on the route miles of the UDF rounded up to the next mile.
- c) UDF-IOF Fiber Cross-Connect Rate Element. This rate element has both a recurring and non-recurring component and is used to extend the optical connection from the IOF FDP to Integra's optical demarcation point (ICDF). Two UDF-IOF fiber cross-connects apply.

1.5.2.2 Unbundled Dark Fiber - Loop Rate Elements

- a) UDF-Loop Fiber Non-Recurring Charge: This rate element includes the termination and cross connects at both ends.
- b) UDF-Loop Fiber Recurring Charge: This rate element include transport per pair calculated as the average mileage between the originating U S WEST Wire Center and the End-user Premise and the terminations and cross

connects at both ends.

**EXHIBIT A TO ATTACHMENT 1
DARK FIBER RATE ELEMENTS**

Integra understands U S WEST is currently developing rates for Dark Fiber and will furnish them as soon as they become available and will be incorporated herein.