Amendment 3 to Interconnection Agreement
Between
Integra Telecom of Nebraska, Inc.
and
U S WEST Communications, Inc.
Nebraska

This Amendment 3 ("Amendment") is made and entered into by and Integra Telecom of Nebraska, Inc. ("Integra") and U S WEST Communications, Inc. ("USW").

RECITALS

WHEREAS, Integra and USWC entered into that certain Interconnection Agreement for service in the state of Nebraska, and approved by the Nebraska Public Service Commission on April 5, 2000, to be effective as of April 5, 2000 (the "Underlying Agreement"); and

AGREEMENT

WHEREAS, Integra and USW desire to amend the Agreement by adding the terms, conditions and rates contained herein.

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 Unbundled Dedicated Interoffice Transport ("UDIT") as set forth in Attachment 3 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; however, the Parties may agree to implement the provisions of this Amendment upon execution. A minimum of three weeks is required to all system updates. USW will begin accepting orders upon execution of the Amendment, however actual order processing will not being until all system updates have been completed.

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.

Integra Telecom of Nebraska, Inc.	**U S WEST Communications, Inc.**
Authorized Signature	Authorized Signature
	Elizabeth J. Stamp
Name Typed or Printed	Name Typed or Printed
	Director - Interconnect
Title	Title
Date	Date

ATTACHMENT 3
UNBUNDLED DEDICATED INTEROFFICE TRANSPORT (UDIT)

1. Unbundled Dedicated Interoffice Transport (UDIT)

USW shall provide 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 Integra with a network element of a single transmission path between two USW Wire Centers in the same LATA and state. A UDIT can also provide a path between one CLEC in one USW Wire Center and a different CLEC in another USW Wire Center. Extended Unbundled Dedicated Interoffice Transport (EUDIT) provides Integra with a bandwidth specific transmission path between the USW Serving Wire Center to Integra's Wire Center or an IXC's point of presence located within the same USW Serving Wire Center area. UDIT is a distance-sensitive, flat-rated bandwidth-specific interoffice transmission path designed to a DSX in each USW Wire Center. EUDIT is a flat-rated, bandwidth-specific interoffice transmission path. EUDIT and UDIT are available in DS0, DS1, DS3, OC-3, OC-12 bandwidths where facilities are available. Integra can assign channels and transport its choice of voice or data. Specifications, interfaces and parameters are described in USW Technical Publication 77389.

1.1.2 An Unbundled Multiplexer is offered as a stand-alone element associated with UDIT. A 3/1 Multiplexer provides Integra 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 Integra 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.

1.2 Terms and Conditions

1.2.1 Integra is responsible for performing cross connections at a demarcation point between UDIT, EUDIT and other unbundled loops, ancillary and finished services and transmission design work, including regeneration requirements for such connections.

1.2.2 Integra must order all multiplexing elements and regeneration requirements with its initial installation for the 3/1 Multiplexer, including all 28 DS1s and the settings on the multiplexer cards. If options are not selected and identified on the order by Integra, 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.

1.2.3 Integra must have Collocation at both ends of the UDIT.

1.2.4 Integra shall not use unbundled interoffice transport as substitutes for

special or switched access services, except to the extent Integra provides such services to its end users in association with local exchange services.

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

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

1.2.7 EUDIT cannot traverse a USW Wire Center.

1.3 Rate Elements

1.3.1 DS1 UDIT rates are contained in Exhibit A of this Attachment 3 attached hereto and incorporated herein. The rates include the following elements:

a) 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.

b) DS1 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides a transmission path of 1.544 Mbps between USW 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.

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

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

e) 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 Attachment 3 and include the following elements:

a) 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.

b) DS3 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides an interoffice transmission path of 44.736 Mbps between USW 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.

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

d) DS3 Non-Recurring Charge. One-time charges apply for a specific work activity associated with installation of the DS3 service.
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e) DS3 EUDIT Facility Non-Recurring 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 Attachment 3 and include the following elements:

a) 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.

b) DS0 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides a transmission path of 64 Kbps between USW 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.

c) DS0 Non-Recurring 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 Attachment 3 and include the following elements:

a) 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.

b) OC-3 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides a transmission path of 155.52 Mbps between USW 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.

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

d) OC-3 Non-Recurring Charge. One-time charges apply for a specific work activity associated with installation of the OC-3 service.

e) OC-3 EUDIT Facility Non-Recurring 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 Attachment 3 and include the following elements:

a) 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.

b) OC-12 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides a transmission path of 622.08 Mbps between USW 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.

c) OC-12 EUDIT Facility Rate Element. This recurring rate element provides a transmission path of 622.08 Mbps between a USW Serving Wire Center and Integra's serving Wire Center or IXC point of presence. This is a non-distance sensitive element.

d) OC-12 Non-Recurring Charge. One-time charges apply for a specific work activity associated with installation of the OC-12 service.

e) OC-12 EUDIT Facility Non-Recurring Charge. This one-time charge applies for the specific work activity associated with the installation of an OC-12 EUDIT Facility.

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

1.3.7 3/1 Multiplexing rates are contained in Exhibit A of this Attachment 3, and include the following:

a) Recurring Multiplexing Charge. The DS3 Central Office Multiplexer provides de-multiplexing of one DS3 44.736 Mbps to 28 1.544 Mbps channels.

b) Non-recurring Multiplexing Charge. One-time charges apply for a specific work activity associated with installation of the Multiplexing service.

1.3.8 1/0 Multiplexing rates are contained in Exhibit A of this Attachment 3, and include the following charges:

a) Recurring Multiplexing Charge. The DS0 Central Office Multiplexer provides de-multiplexing of one DS1 1.544 Mbps to 24 64 Kbps channels.

b) Non-recurring 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.

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

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. Ordering processes are contained in Section 2.2 of this Attachment 3.

1.4.1.2 Prior to ordering DS3 (or above) UDIT or any EUDIT, Integra must complete and submit a facilities inquiry form to determine the availability of the facility.

1.4.1.3 Standard installation intervals for UDIT are contained in the Interconnect & Resale Resource Guide (IRRG) and are the same as DS0, DS1 and DS3 designed intervals. The interval will start when USW receives a complete and accurate Access Service Request (ASR). Description of which is contained in Section 2 of this Attachment 3. This date is considered the start of the service interval if the order is received prior to 3:00 p.m. The service interval will begin on the next business day for service requests received after 3:00 p.m. The service intervals have been established and are set forth in Section 3 to this Attachment 3.

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:

a) Service date changes;

b) Partial cancellation;

c) Design change; and

d) Expedited order.

1.4.1.4 An order may be canceled any time up to and including the service date. Cancellation charges will apply.

1.4.1.5 Definitions of the most common critical dates that occur during the ordering and installation process are included in Section 3 of this Attachment 3.

1.4.2 UDIT is ordered with basic installation. USW will notify Integra 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. Integra 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 Integra at the time of the DS0 order.

1.4.5 USW will perform industry standard tests when installing UDIT service.

1.4.6 EUDIT requires coordinated testing.

1.5 Maintenance and Repair

1.5.1 The Parties will perform cooperative testing and trouble isolation to identify where trouble points exist. Integra cross connections will be repaired by Integra and USW cross connections will be repaired by USW. Maintenance and Repair processes are contained in the Underlying Agreement.

2. Access Service Request or ("ASR").

2.1 ASR means the industry standard forms and supporting documentation used for ordering Access Services. The ASR will be used to order trunking and facilities between the Integra and USW for Local Interconnection Service.

2.2 Ordering Process. Access Service Request (ASR) Ordering Process:

2.2.1 The Exchange Access Control and Tracking (EXACT) system may be used for orders placed using the ASR process. EXACT is based upon the OBF Access Service Order Guidelines (ASOG). The EXACT interface accepts a batch file that is transmitted via a Network Data Mover (NDM) connection to USW from Integra. It is Integra's responsibility to obtain the appropriate software to interface with USW's EXACT system. The EXACT functions are documented in the Access Service Ordering Guide. This guide is produced by and can be obtained from Alliance for Telecommunications Industry Solution (ATIS).

3. UDIT Service Interval Table:

Product	Services Ordered	Installation Commitments	Repair Commitments
Unbundled Dedicated Interoffice Transport (UDIT), UCCRE			
DS0	1 to 8	High Density: Five (5) Business Days Low Density: Six (6) Business Days	4 hrs. High Density 4 hrs. Low Density
	9 to 16	High Density: Six (6) Business Days Low Density: Seven (7) Business Days	4 hrs. High Density 4 hrs. Low Density
	17 to 24	High Density: Seven (7) Business Days Low Density: Eight (8) Business Days	4 hrs. High Density 4 hrs. Low Density
	25 or more	ICB	ICB
DS1	1 to 8	High Density: Five (5) Business Days Low Density: Eight (8) Business Days	4 hrs High Density 4 hrs Low Density
	9 to 16	High Density: Six (6) Business Days Low Density: Nine (9) Business Days	4 hrs High Density 4 hrs Low Density
	17 to 24	High Density: Seven (7) Business Days Low Density: Ten (10) Business Days	4 hrs High Density 4 hrs Low Density
	25 or more	ICB	4 hrs
DS3	1 to 3 Circuits	High Density: Seven (7) Business Days Low Density: Nine (9) Business Days	4 hrs High Density 4 HRS LOW DENSITY
	4 or more Circuits	ICB	4 hrs
OC3 and Higher	1 or more Circuits	ICB	4 hrs

EXHIBIT A TO ATTACHMENT 3
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- E-UDIT (Extended Unbundled Dedicated Interoffice Transport)	Recurring	Nonrecurring
- DS1 E-UDIT	$ 55.07	$ 448.36
- DS3 E-UDIT	$ 271.05	$ 448.36
- OC-3 E-UDIT	$ 949.24	$ 448.36
- OC-12 E-UDIT	$ 1276.78	$ 448.36
- UDIT (Unbundled Dedicated Interoffice Transport)		
- UDIT Regeneration		
- DS1	$12.92	$323.45
- DS3	$84.69	$325.10
- DS0 UDIT	N/A	$ 293.55
	Fixed	Per Mile
- 0 miles	None	None
- Over 0 to 8 miles	$ 3.81	$ 0
- Over 8 to 25 miles	$ 3.81	$ 0
- Over 25 to 50 miles	$ 3.81	$ 0
- Over 50 miles	$ 3.81	$ 0
- DS1 UDIT	N/A	$ 302.91
	Fixed	Per Mile
- 0 miles	None	None
- Over 0 to 8 miles	$ 37.35	$ 1.25
- Over 8 to 25 miles	$ 37.35	$ 1.82
- Over 25 to 50 miles	$ 37.35	$ 1.89
- Over 50 miles	$ 37.35	$ 1.90
	Recurring Charge	Nonrecurring Charge
- DS3 UDIT	N/A	$ 302.91
	Fixed	Per Mile
- 0 miles	None	None
- Over 0 to 8 miles	$ 257.18	$ 19.48
- Over 8 to 25 miles	$ 260.49	$ 24.24
- Over 25 to 50 miles	$ 260.77	$ 26.43
- Over 50 miles	$ 259.32	$ 26.35
	Recurring Charge	Nonrecurring Charge
- OC-3 UDIT	N/A	$ 331.92
	Fixed	Per Air Mile
- 0 miles	None	None
- Over 0 to 8 miles	$ 813.68	$ 213.19
- Over 8 to 25 miles	$ 820.53	$ 64.82
- Over 25 to 50 miles	$ 783.50	$ 81.17
- Over 50 miles	$ 812.88	$ 55.51

	Recurring Charge	Nonrecurring Charge
- OC-12 UDIT	N/A	$ 331.92
	Fixed	Per Air Mile
- 0 miles	None	None
- Over 0 to 8 miles	$ 1760.76	$ 125.38
- Over 8 to 25 miles	$ 1713.14	$ 138.00
- Over 25 to 50 miles	$ 2018.46	$ 79.07
- Over 50 miles	$ 1976.49	$ 84.84
- DS0 UDIT Low Side Channelization	$ 5.89	N/A
- Multiplexing		
- DS1 to DS0	$ 199.75	$ 291.36
- DS3 to DS1	$ 201.88	$ 298.29
- DS1/DS0 Mux Low Side Channelization	$ 2.94	$ 231.47