Amendment No. 4 to the Interconnection Agreement between Qwest Corporation and Sprint Communications

for the States of Idaho, Iowa, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah and Wyoming

This is Amendment No. 4 ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), formerly known as U S WEST Communications, Inc., a Colorado corporation, and Sprint Communications Company ("Sprint" or "CLEC"), a Delaware Limited Partnership. Sprint and Qwest shall be known jointly as the "Parties".

RECITALS

WHEREAS, Sprint and Qwest entered into an Interconnection Agreement for service in the states of Idaho, Iowa, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah and Wyoming that was executed by Sprint on July 8, 1997 and U S WEST Communications, Inc. on July 17, 1997 (the "Interconnection Agreement"); and

WHEREAS, the Parties wish to amend the Agreement further under the terms and conditions 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:

Amendment Terms

The Agreement is hereby amended by adding terms and conditions for LIS Inter Local Calling Area ("LCA") Facility, as set forth in Attachment 1, to this Amendment, attached hereto and incorporated herein by this reference.

Effective Date

This Amendment shall be deemed effective upon approval by the appropriate state Commissions; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, Sprint must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by Qwest. Sprint 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.

| Sprint Communications Company | Qwest Corporation |
|-------------------------------|--------------------|
| Signature | Signature |
| Name Printed/Typed | Name Printed/Typed |
| Title | Title |
| Date | Date |

ATTACHMENT 1

- LIS Inter Local Calling Area (LCA) Facility
- 1.1 CLEC may request Qwest-provided facilities to transport local exchange traffic from a virtual local POI ("local POI") in a Qwest local calling area to a POI located in an EAS/local serving area (a "distant POI"). The Qwest-provided facilities interconnecting a Qwest local calling area to a distant POI are LIS Inter Local Calling Area (LCA) Facilities.
- 1.2 The actual origination of the LIS Inter LCA Facility shall be in the Qwest Wire Center located in the distant EAS/local serving area where CLEC has a physical presence and has established the distant POI.
- 1.3 If the distance between the Qwest Central Office in the local calling area and the distant POI is twenty (20) miles or less, the fixed and per-mile rates for Direct Trunk Transport (DTT) shall apply in accordance with the Interconnection Agreement currently in effect between Sprint and Qwest.
- 1.4 If the distance between the Qwest Central Office in the local calling area and the distant POI is greater than twenty (20) miles, the fixed and per-mile DTT rates shall apply to the first twenty (20) miles in accordance with the Interconnection Agreement currently in effect between Sprint and Qwest, and the remaining miles are rated as intrastate monthly fixed and per mile DS1 Private Line Transport Services. The Private Line Transport Services rates are contained in the applicable state Private Line catalogs and Tariffs.
- 1.5 Qwest will reduce the rate for the first twenty (20) miles of the interLCA facility to reflect the portion of the interLCA facility that is used by Qwest to transport Qwest-originated traffic to CLEC. Qwest shall not be required to reduce the Private Line Transport Services rates for the portion of the interLATA LCA facility that exceeds twenty (20) miles in length.
- 1.6 In addition, CLEC may choose to purchase a Private Line Transport Services DS3 from Qwest as a Customer Facility Assignment (CFA) on which the LIS InterLCA Facility would ride. CLEC will purchase a Private Line DS3 to DS1 multiplexer to support the DS1 InterLCA Facility. If CLEC chooses to utilize a Private Line DS3 as CFA, these rates will be billed out of the applicable Private Line Transport Services catalogs or Tariffs. This DS3 Private Line service must originate from distant POI and terminate in the Qwest Central Office in the local calling area.
- 0.7 The LIS InterLCA Facility may be used only to transport local exchange traffic between Qwest and CLEC customers located within the Qwest local calling area.
- 1.8 The LIS InterLCA Facility cannot be used to access unbundled network elements.
- 1.9 The LIS InterLCA Facility is available only where facilities are available. Qwest is not obligated to construct new facilities to provide a LIS InterLCA Facility.