

**Amendment for
Dark Fiber
to the Interconnection Agreement
between
Integra Telecom of Nebraska, Inc.
and
Qwest Corporation
for the State of Nebraska**

This Amendment (Amendment) is made and entered into by and between Integra Telecom of Nebraska, Inc. (CLEC), an Oregon corporation, and Qwest Corporation (f/k/a U S WEST Communications, Inc.) (Qwest), a Colorado corporation. The service(s) described in this Amendment shall be provided in the state of Nebraska.

RECITALS

WHEREAS, CLEC and Qwest entered into an Interconnection Agreement, for service in the state of Nebraska, that was approved by the Nebraska Public Service Commission (Commission) on April 5, 2000, Application No. C-2250 (the Underlying Agreement); and

WHEREAS, CLEC and Qwest 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 terms, conditions and rates for Dark Fiber to the Agreement, as set forth in Attachment 1 and Exhibits A and B, to this Amendment, attached hereto and incorporated herein.

2. 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, CLEC must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by Qwest. CLEC will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met.

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

Qwest Corporation

Authorized Signature

L. T. Christensen

Name Printed/Typed

Director - Business Policy

Title

Date

1.0 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 Qwest's network. UDF is a single transmission path between two Qwest Wire Centers, or between a Qwest Wire Center and a CLEC Wire Center, or between a Qwest Wire Center and either an appropriate outside plant structure or an end user customer premises in the same LATA and state. UDF exists in three (3) distinct forms: (a) UDF Interoffice Facility (UDF-IOF), which constitutes an deployed route between two Qwest Wire Centers; and (b) UDF-Loop, which constitutes a deployed loop or section of a deployed loop between a Qwest Wire Center and an end-user customer premises; and (c) Extended UDF (E-UDF) which constitutes a deployed route between a Qwest Wire Center and a CLEC Wire Center. Deployed Dark Fiber facilities shall include Dark Fiber Qwest has obtained with capitalized Indefeasible Right to Use (IRUs) or capitalized leases that do not prohibit Qwest's ability to provide access to another person or entity.

1.2 Terms and Conditions

1.2.1 Qwest will provide CLEC with non-discriminatory access to UDF in accordance within this Section. Qwest will provide UDF of substantially the same quality as the fiber facilities that Qwest uses to provide retail service to its own end user customers.

1.2.2 Reserved for Future Use.

1.2.3 Qwest will provide CLEC with access to deployed Dark Fiber facilities. CLEC shall be responsible for obtaining and connecting electronic equipment, whether light generating or light terminating equipment, to the Dark Fiber. Qwest will not remove, and CLEC shall be permitted to use, regenerating equipment that already exists in mid-span.

1.2.4 Qwest will provide Unbundled Dark Fiber to CLEC in increments of two (2) strands (by the pair). In addition, after May 31, 2001, Qwest will provide UDF to CLEC in increments of one (1) strand. CLEC may obtain up to twenty five percent (25%) of available dark fibers or four (4) dark fiber strands, whichever is greater, in each fiber cable segment over a twelve (12) month period. Before CLEC may order additional UDF on such fiber cable segment, CLEC must demonstrate efficient use of existing fiber in each cable segment. Efficient use of interoffice cable segments is defined as providing a minimum of OC-12 termination on each fiber pair. Efficient use of loop fiber is defined as providing a minimum of OC-3 termination on each fiber pair. Efficient use of E-UDF is defined as providing a minimum of OC-3 termination on each fiber pair. CLEC may designate five percent (5%) of its fibers along a fiber cable segment, or 2 strands, whichever is greater, for maintenance spare, which fibers or

strands are not subject to the termination requirements in this paragraph.

1.2.5 Qwest shall not have an obligation to unbundle Dark Fiber in the following circumstances:

1.2.5.1 Qwest will not unbundle Dark Fiber that Qwest utilizes for maintenance or reserves for maintenance spare for Qwest's own use. Qwest shall not reserve more than five percent (5%) of the fibers in a sheath, or two (2) strands, whichever is greater, for maintenance or maintenance spare for Qwest's own use.

1.2.5.2 Qwest will not be required to unbundle Dark Fiber if Qwest demonstrates to the Commission by a preponderance of the evidence that such unbundling would create a likely and foreseeable threat to its ability to meet its carrier of last resort obligations as established by any regulatory authority. Qwest shall initiate such proceeding within seven (7) calendar days of denying CLEC's request (by written notice) to unbundle dark fiber where such fiber is available. In this proceeding, Qwest shall not object to using the most expeditious procedure available under state law, rule or regulation. Qwest shall be relieved of its unbundling obligations, related to the specific Dark Fiber at issue, during the pendency of the proceeding before the Commission. If Qwest fails to initiate such proceeding within such seven (7) day period, CLEC's request to unbundle Dark Fiber shall be reinstated and the ordering and provisioning processes of this Section shall continue.

1.2.6 Qwest will provide CLEC with access to the deployed Dark Fiber in its network in either single-mode or multi-mode. During the inquiry process, Qwest will inform CLEC of the availability of single-mode and multi-mode fiber.

1.2.7 Specifications, interfaces and parameters for Dark Fiber are described in Qwest's Technical Publication 77383.

1.2.8 CLEC is responsible for trouble isolation before reporting trouble to Qwest.

1.2.9 CLEC shall not use UDF as a substitute for special or switched access services, except to the extent CLEC 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 thirty (30) calendar days notification to CLEC, Qwest may initiate a proceeding to reclaim Dark Fiber strands from CLEC that were not serving end user customers at the time of Qwest's notice to CLEC. In such proceeding, Qwest shall have the burden to prove that Qwest needs

such fiber strands in order to meet its carrier of last resort obligations as established by any regulatory authority. In such proceeding, CLEC shall not object to using the most expeditious procedure available under state law, rule or regulation. CLEC shall be entitled to retain such strands of UDF for any purpose permitted under this Agreement during the pendency of the proceeding before the Commission; provided, however, that such use shall be at CLEC's sole risk of any reclamation approved by the Commission, including the risk of termination of service to end user customers. CLEC may designate five percent (5%) of its fibers along a fiber cable segment, or 2 strands, whichever is greater, for maintenance spare, which fibers or strands are not subject to the reclamation requirements in this paragraph.

1.2.11 Reserved for Future Use.

1.2.12 CLEC must have established Collocation or other technically feasible means of network demarcation pursuant to this Section at both terminating points of the UDF-IOF or at the Serving Wire Center of either the UDF-Loop or the E UDF unless loop and transport combinations are ordered. Qwest will provide fiber cross connects at the serving Wire Center to connect UDF-Loop or E-UDF with the UDF-IOF if such elements are ordered in combination. No Collocation is required in intermediate Central Offices within a UDF or at Central Offices where CLEC s UDFs are cross connected. CLEC has no access to UDF at those intermediate Central Offices.

1.2.12.1.CLEC-to-CLEC connections with UDF for the mutual exchange of traffic is permissible pursuant to the provisions in this Section.

1.2.13 For UDF-Loop, CLEC is responsible for all work activities at the end-user premises. All negotiations with the premises end-user and or premises owner are solely the responsibility of CLEC.

1.2.14 For a UDF-Loop terminating at an existing end-user premises FDP, Qwest will provide to CLEC an optical "jumper", not to exceed 30 feet in length, connected to the Qwest UDF-Loop FDP.

1.2.15 The Remote Collocation provisions of the Agreement apply where CLEC needs to gain access to UDF at an outside plant structure.

1.2.16 CLEC will incur all costs associated with disconnecting the UDF from its side of the network demarcation point.

1.2.17 Qwest and CLEC will jointly participate in continuity testing within the provisioning interval established in Exhibit B. Qwest and CLEC must coordinate on the date and time for this continuity testing. As part of their respective duties regarding this continuity test, Qwest shall furnish a light detector at one termination point of the UDF, and CLEC shall furnish light generating equipment at the other termination point of the UDF as

described below:

1.2.17.1 UDF-IOF: Qwest and CLEC shall mutually agree on the Wire Center at which Qwest must provide a light detector and the Wire Center at which CLEC must provide light generating equipment.

1.2.17.2 UDF-Loop: Qwest will provide the light detector at the serving Wire Center, and CLEC will provide the light generating equipment at the appropriate outside plant structure or end-user customer premises.

1.2.17.3 E-UDF: Qwest will provide the light detector at the serving Wire Center, and CLEC will provide the light generating equipment at the CLEC Wire Center.

1.2.18 If, within ten (10) days of the date Qwest provisioned an order for UDF, CLEC demonstrates that the UDF pair(s) provisioned over requested route do not meet the minimum parameters set forth in Technical Publication 77383, and if the trouble is in the Qwest UDF facility, not due to fault on the part of CLEC, then Qwest will at no additional cost, attempt to repair the UDF as it relates to Qwest cross-connects and jumpers. If Qwest cannot repair the UDF to the minimum parameters set forth in Technical Publication 77383, Qwest will replace the UDF if suitable UDF pair(s) are available, at no additional non-recurring charge. If Qwest cannot replace the UDF upon receipt of a CLEC disconnect order, then Qwest will refund the non-recurring charges associated with the provisioning excluding IRI, FVQP and Field Verification and will discontinue all recurring charges.

1.2.19 Qwest shall allow CLECs to access UDF loops, or sections of UDF loops, at accessible terminals including FDPS or equivalent in the Central Office, customer premises or at Qwest owned outside plant location (e.g CEV, RT or hut).

1.2.20 Qwest shall allow CLEC to access Dark Fiber that is a part of a meet point arrangement between Qwest and another local exchange carrier if CLEC has an Interconnection agreement containing access to Dark Fiber with the connecting local exchange carrier. Qwest rates, terms and conditions shall apply to the percentage of the route owned by Qwest.

1.3 Ordering Processes

Ordering processes and installation intervals are as follows:

1.3.1 The first step of the UDF ordering process is the inquiry process. The UDF inquiry is used to determine the availability of UDF between any two requested locations: between two (2) Qwest Wire Centers, between a Qwest Wire Center and an end user premises, or between a Qwest Wire Center and an appropriate outside plant structure, or a Qwest Wire Center and a CLEC Wire Center.

- 1.3.1.1 CLEC must submit a UDF inquiry through its account team. CLEC must specify the two (2) locations and the number of fibers requested.
 - 1.3.1.2 Qwest will notify CLEC, within the interval set forth in Exhibit B of this Agreement, that: (i) UDF is available to satisfy CLEC s request, (ii) UDF is not available to satisfy CLEC s request; or (iii) Qwest, in writing, denies CLEC s request pursuant to this Section, Qwest shall provide written notice of denials pursuant to (iii) above.
 - 1.3.1.3 If there is UDF available, the UDF Inquiry Response will contain up to five (5) available UDF routes between CLEC-specified end locations. If additional routes are available, Qwest will notify CLEC that such additional routes exist and negotiate how that additional information will be made available.
- 1.3.2 CLEC will establish network demarcation points to accommodate UDF optical terminations via Collocation or other technically feasible means or network demarcation pursuant to this Section. If Collocation and or other network demarcation arrangements have not been completed, CLEC must have obtained preliminary APOT address information (CFA Carrier Facility Assignment) for its network demarcation points in each Qwest Wire Center where the UDF terminates prior to placing an order for UDF. When preliminary APOT has been established and delivered to CLEC, Qwest can begin processing the UDF provisioning order upon receipt of the UDF provisioning request. If the preliminary APOT address is changed by CLEC, a new provisioning time line for UDF must be established.
- 1.3.3 Based on the CLEC request (UDF-Loop, UDF-IOF or E -UDF), there are two (2) possible termination scenarios.
- 1.3.3.1 **Termination at an Outside Plant Structure:** If CLEC requests UDF-Loop going to an outside plant structure such as a Controlled Environmental Vault (CEV), or Remote Terminal (RT), the Remote Collocation provisions of this Agreement will apply. Qwest will prepare and submit to CLEC a quote along with the original Field Verification Quote Preparation form (FVQP) within the interval set forth in Exhibit B. Quotes are on an Individual Case Basis (ICB) and will include costs and an interval in accordance with Exhibit B.
 - 1.3.3.2 Reserved for Future Use
 - 1.3.3.3 **Termination at Qwest Wire Center, End-user Premises or CLEC Wire Center:** If spare fiber is available, and CLEC chooses to proceed, and the request is for UDF-IOF, UDF-Loop going to an end-user premises, or E-UDF going to a CLEC Wire Center, Qwest will begin the provisioning process upon notification from CLEC to proceed and the receipt of fifty percent (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 intervals for this type of request are set forth in Exhibit B. CLEC will be notified that provisioning is complete and the remaining non-recurring charges and associated recurring charges will be billed.

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

1.3.5 CLEC may reserve dark fiber for CLEC during Collocation builds. Prior to reserving space, CLEC must place an inquiry pursuant to this Section and receive a UDF Inquiry Response that reflects that the route to be reserved is available. CLEC is also strongly encouraged to request a Field Verification that the route to be reserved is available. If CLEC does not obtain Field Verification, CLEC assumes the risk that records upon which the UDF Inquiry Response is based may be in error. CLEC may reserve UDF for thirty (30), sixty (60), or ninety (90) days. CLEC may extend or renew reservations if there is delay in completion of the Collocation build. All applicable UDF recurring charges specified in this Section will be assessed at the commencement of the reservation. Non-recurring charges for provisioning and cross connects will be assessed at the time of installation.

1.4 Maintenance and Repair

1.4.1 The Parties will perform cooperative testing and trouble isolation to identify where trouble points exist. CLEC cross connections will be repaired by CLEC and Qwest cross connections will be repaired by Qwest. Maintenance and Repair processes are contained in the Support Functions Section of this Agreement.

1.4.2. If it is determined that the UDF does not meet the minimum parameters of Technical Publication 77383 without fault of CLEC, and if the trouble is in the Qwest UDF facility, then Qwest will attempt to repair the UDF as it relates to Qwest cross-connects and jumper at no additional cost. If Qwest cannot repair the UDF to the minimum parameters set forth in Technical Publication 77383, then Qwest will replace the UDF at no additional cost if suitable UDF pair(s) are available. If Qwest cannot replace the UDF with available pairs, then it, upon receipt of a CLEC disconnect order, will discontinue the recurring charges effective as of the date of the commencement of the trouble.

1.5 Rate Elements

1.5.1 Dark Fiber rates are contained in Exhibit A of this Agreement and include the following elements:

1.5.1.1 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 CLEC. A simple IRI determines if UDF is available between two Qwest Wire Centers or between a Qwest Wire Center and Qwest customer premises. A complex IRI determines if UDF is available between a Qwest Wire Center and an outside structure (CEV, Hut, etc.) along the Loop fiber route. Qwest will bill CLEC the IRI immediately upon receipt of the inquiry. The IRI is a record search and does not guarantee the availability of UDF.

1.5.1.2 Field Verification and Quote Preparation (FVQP). This rate element is a pre-order work effort to estimate the cost of providing UDF access to CLEC at locations other than Qwest Wire Centers or an end-user premises. Qwest 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 thirty (30) calendar days. The FVQP is not necessary when the request is between Qwest Wire Centers or between a Qwest Wire Center and customer premises (i.e., IRI). If FVQP is applicable pursuant to this Section and CLEC orders UDF that has been reserved after a Field Verification has been performed, then the charge for FVQP will be reduced by the amount of the Field Verification charge assessed in the context of the reservation.

1.5.1.3 Field Verification. This rate element is a work effort performed at CLEC's option before placing a request to reserve UDF to verify the availability of UDF that CLEC desires to reserve.

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

1.5.2.1 Unbundled Dark Fiber - IOF Rate Elements

1.5.2.1.1 UDF-IOF Termination (Fixed) Rate Element. This rate element is a recurring rate element and provides a termination at the interoffice FDP within the Qwest Wire Center. Two UDF-IOF terminations apply per pair. Termination charges apply for each intermediate office terminating at an FDP or like cross-connect point.

1.5.2.1.2 UDF-IOF Fiber Transport, (Per Pair) Rate Element. This rate element has both a recurring and a non-recurring component and applies per pair. This rate element provides a transmission path between Qwest Wire Centers. The recurring component of this rate element is mileage sensitive based on the route miles of the UDF rounded up to the next mile.

1.5.2.1.3 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 CLEC s optical demarcation point (ICDF). A minimum of two UDF-IOF fiber cross-connects apply per pair. Cross-connect charges apply for each intermediate office terminating at an FDP or like cross-connect point. The non-recurring rate will not be charged for cross-connects already in place prior to CLEC s order for UDF-IOF.

1.5.2.2 Unbundled Dark Fiber - Loop Rate Elements

1.5.2.2.1 UDF-Loop Termination (Fixed) Rate Element. This rate element is a recurring rate element and provides a termination at the interoffice FDP within the Qwest Wire Center and at either the customer premises or an appropriate outside plant structure. Two UDF-Loop terminations apply per pair.

1.5.2.2.2 UDF-Loop Fiber (Per Pair) Rate Element. This rate element has both a recurring and a non-recurring component, and it applies per pair. This rate element provides a transmission path between the Qwest Serving Wire Center and either the customer premises or an appropriate outside plant structure.

1.5.2.2.3 UDF-Loop Fiber Cross-Connect Rate Element. This rate element has both a recurring and non-recurring component, is applied per pair, and is used to extend the optical connection from FDP to FDP. The non-recurring rate will not be charged for cross-connects already in place prior to CLEC s order for UDF-Loop.

1.5.2.3 Extended Unbundled Dark Fiber Rate Elements

1.5.2.3.1 E-UDF Termination (Fixed) Rate Element. This rate element is a recurring rate element and provides a termination at the interoffice FDP within the Qwest Wire Center and at the CLEC Wire Center. Two E-UDF terminations apply per pair.

1.5.2.3.2 E-UDF Fiber (Per Pair) Rate Element. This rate element has both a recurring and a non-recurring component, and it applies per pair. This rate element provides a transmission path between the Qwest Serving Wire Center and the CLEC Wire Center.

1.5.2.3.3 E-UDF Fiber Cross-Connect Rate Element. This rate element has both a recurring and non-recurring component, is applied per pair, and is used to extend the optical connection from FDP to FDP. The non-recurring rate will not be charged for cross-connects already in place prior

to CLEC's order for E-UDF.

**EXHIBIT B
SERVICE INTERVALS**

1.0 Unbundled Dark Fiber Interval Table:

Product	Activity/ Feature s	Services Ordered	FOC Guidelines	Installation Guidelines	Repair Guidelines
Dark Fiber Initial Records Inquiry (IRI) (simple & complex)			N/A	Ten (10) Business Days	N/A
Field Verification And Quote Preparation (FVOP)			N/A	Twenty (20) Business Days	N/A
Provisioning (non- FVOP requests)			N/A	Twenty (20) Business Days	
OC3 and Higher			N/A	ICB	

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