

**Advice Adoption Letter, Amendment Language, Collocation Cancellation and Collocation
Decommission Amendment
to the Interconnection Agreement between
Qwest Corporation and
Sprint Communications Company, L.P.
for the State of Nebraska**

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and Sprint Communications Company, L.P. ("Sprint" or "CLEC"). Sprint and Qwest shall be known jointly as the "Parties".

RECITALS

WHEREAS, Sprint and Qwest entered into an Interconnection Agreement ("Agreement") for service in the state of Nebraska which was approved by the Nebraska Public Service Commission ("Commission"); 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 the Advice Adoption Letter process as set forth in Attachment 1 and Exhibits A & B to this Amendment, attached hereto and incorporated herein by this reference, by replacing Section (A)3.26 in its entirety as specified on Attachment 2, attached hereto and incorporated herein by this reference and by adding terms and conditions for Collocation Cancellation and Collocation Decommission as set forth in Attachment 3 and Attachment 4, also attached hereto and incorporated herein.

Effective Date

This Amendment shall be deemed effective upon approval by the Commission; 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, L.P.

Signature

Name Printed/Typed

Title

Date

Qwest Corporation

Signature

L. T. Christensen

Name Printed/Typed

Director - Business Policy

Title

Date

ATTACHMENT 1

1. Sprint and Qwest agree that the Agreement can only be amended in writing, as set forth in Section (A)3.26 of the Agreement, executed by the duly authorized representatives of the Parties.

1.1 Notwithstanding the above, if the Commission orders, or Qwest chooses to offer and Sprint desires to purchase, new Interconnection services, access to additional Unbundled Network Elements, additional ancillary services or Telecommunications Services available for resale which are not contained in the Agreement or a Tariff, Qwest will notify Sprint of the availability of these new services through the Change Management Process ("CMP"). Sprint must first complete the relevant section(s) of the New Product Questionnaire to establish ordering and billing processes. In addition, the Parties shall amend the Agreement under one (1) of the following two (2) options:

1.1.1 If Sprint is prepared to accept Qwest's terms and conditions for such new products, Sprint shall execute a form Advice Adoption Letter (the form of which is attached hereto as Exhibit A), to be furnished by Qwest, and include as an attachment, the discreet terms and conditions available on Qwest's wholesale web site, that Qwest has identified as pertaining to the new product. Sprint shall submit the Advice Adoption Letter to the Commission for its approval. Sprint shall also provide the Advice Adoption Letter to Qwest pursuant to the notice provisions in the Agreement and may begin ordering the new product pursuant to the terms of the Agreement as amended by such Advice Adoption Letter.

1.1.2 If Sprint wishes to negotiate an amendment with different terms and conditions than defined by Qwest for such new product, Sprint agrees to abide by those terms and conditions on an interim basis by executing the Interim Advice Adoption Letter (the form of which is attached hereto as Exhibit B) based upon the terms and conditions available on Qwest's wholesale web site that Qwest has identified as pertaining to the new product. The Interim Advice Adoption Letter will terminate when the final amendment is approved. The rates, and to the extent practicable, other terms and conditions contained in the final amendment will relate back to the date the Interim Advice Adoption Letter was executed. No new product offering or accompanying Interim Advice Adoption Letter will be construed to limit or add to any rates, terms or conditions existing in the Agreement.

ADVICE ADOPTION LETTER

Director of Interconnection Compliance

C/O Heidi Higer
Qwest
1801 California, Room 2410
Denver, CO 80202

Re: Qwest Corporation ("Qwest") New Product: _____

Dear Sir or Madam:

By its signature below, _____ ("Sprint") hereby agrees to be bound by the rates, terms and conditions that Qwest has offered and provided on its Web Site for the New Qwest Product identified above as an amendment to its Interconnection Agreement with Qwest for the state(s) of _____.

Sprint certifies that the rates, terms, and conditions contained on Attachment A (attached hereto) are the rates, terms and conditions contained on Qwest's web site that have been provided for the New Product identified above.

Sprint

By: _____

Title: _____

Date: _____

INTERIM ADVICE ADOPTION LETTER**Director of Interconnection Compliance**

C/O Heidi Higer

Qwest

1801 California, Room 2410

Denver, CO 80202

Re: Qwest Corporation ("Qwest") New Product: _____

Dear Sir or Madam:

By its signature below, _____ ("Sprint") hereby agrees to be bound by the rates, terms and conditions that Qwest has offered and provided on its Web Site for the New Qwest Product identified above as an interim amendment to its Interconnection Agreement with Qwest for the state(s) of _____.

Sprint certifies that the rates, terms, and conditions contained on Attachment A (attached hereto) are the rates, terms and conditions contained on Qwest's web site that have been provided for the New Product identified above.

Qwest acknowledges that Sprint believes that the rates, terms and conditions for the Qwest New Product should be altered and that Sprint enters into this Interim Advice Adoption Letter with the express intention to renegotiate the rates, terms and conditions associated with the Qwest New Product pursuant to the terms of the Advice Adoption Letter Amendment executed by the Parties. Sprint enters into this Interim Advice Adoption Letter without prejudice to or waiver of any of its rights to challenge the terms and conditions of this Interim Advice Adoption Letter under the Interconnection Agreement, the Act, FCC or state Commission rules.

Sprint

By: _____

Title: _____

Date: _____

ATTACHMENT 2

The Parties to this Amendment agree that Section (A)3.26, Amendment, of the Agreement is replaced in its entirety with the following language:

(A)3.26 - Amendment

Either Party may request an amendment to this Agreement at any time by providing to the other Party in writing information about the desired amendment and proposed language changes. If the Parties have not reached agreement on the requested amendment within sixty (60) calendar Days after receipt of the request, either Party may pursue resolution of the amendment through the Dispute Resolution provisions of this Agreement.

ATTACHMENT 3

Collocation Cancellation

If terms and conditions for Collocation Cancellation are included in the CLEC Interconnection Agreement, and those terms differ from those set forth in this document, the terms of the Interconnection Agreement will prevail.

1. Description

1.1 Cancellation is available for all Collocation sites under a particular Billing Authorization Number (BAN) for which the CLEC has not received notification of completion from Qwest. A Cancellation will only occur upon request by the canceling CLEC.

1.2 Cancellation is offered for Caged Physical, Cageless Physical, Virtual, and ICDF Collocation.

1.3 All other types of collocation to be cancelled will be handled on an Individual Case Basis (ICB) by contacting the appropriate Qwest Wholesale Collocation Project Manager.

1.4 A request for Cancellation is irrevocable once Qwest has accepted the application.

2. Terms and Conditions

2.1 The canceling CLEC, may only submit a Cancellation Application if a Collocation quote has been accepted and the initial payment has been paid. The collocation Cancellation may only be initiated if the Collocation job is in progress and not yet complete.

2.2 Qwest will stop work on a job in progress upon receipt and acceptance by Qwest of a valid Cancellation Application.

2.3 Based on when the Cancellation Application is received by Qwest, the completion status of the Collocation job and the determination of the amount paid to Qwest, the following will occur: Qwest will cancel the Collocation job in progress, conduct an inventory, and issue a final revised quote setting forth the amount due or the appropriate adjustments. The revised final quote will be issued within 30 calendar days of Qwest's acceptance of the Cancellation Application.

2.4 The Quote Preparation Fee (QPF) for the original Collocation Request must be paid, if the job is cancelled.

2.5 In the event Splitter Collocation with the BAN of the collocation site is to be canceled, such Splitter Collocation will be cancelled automatically pursuant to the submitted Cancellation Application.

2.6 In the event that CLEC has requested Direct CLEC-to-CLEC with the BAN of the collocation site to be cancelled, such Direct CLEC-to-CLEC will be cancelled automatically pursuant to the submitted Cancellation Application.

3. Rate Elements

3.1 Pursuant to the standard terms of the Facility Cancellation Agreement, Qwest will not charge for the cancellation service except as specifically provided herein.

4. Ordering

4.1 Cancellation requires submission of a "Cancellation, Decommission, Change of Responsibility Application Form".

4.1.1 The Application form is located on the Qwest web site at:

<http://www.qwest.com/wholesale/pcat/collocation.html>

4.1.2 The Application must be submitted to colo@qwest.com and rfsmet@qwest.com

4.1.3 Qwest will follow its standard Cancellation order validation procedures, providing acknowledgment of acceptance or rejection within one business day of receipt of a valid and complete Application.

5. Procedures

5.1 Upon receipt and acceptance by Qwest of the Cancellation Application, Qwest will cease all work, with the exception of the elements that are then in the process of being built. The installation of such elements will be completed and CLEC will be billed accordingly.

5.2 Upon Cancellation, materials owned by CLEC and utilized in building the Collocation site will not be returned unless CLEC requests their return in writing (indicated in the Notes section on the Cancellation, Decommission, Change of Responsibility Application Form).

5.3 In the situation where CLEC equipment is on the site prior to the scheduled "Ready For Service" (RFS) date, CLEC shall be notified to remove CLEC equipment.

ATTACHMENT 4

Collocation Decommission

If terms and conditions for Collocation Decommissioning are included in the CLEC Interconnection Agreement, and those terms differ from those set forth in this document, then the terms of the Interconnection Agreement will prevail.

1. Description

1.1 Decommissioning refers to the deactivation of a Collocation site occupied by CLEC and removal of CLEC equipment there from.

1.2 Decommissioning is offered for Caged Physical, Cageless Physical, Virtual, and ICDF Collocation.

1.3 All other types of collocation to be decommissioned will be handled on an Individual Case Basis (ICB) by contacting the appropriate Qwest Wholesale Project Manager (WPM).

1.4 A request for Decommissioning is irrevocable once Qwest accepts the application.

2. Terms and Conditions

2.1 A Collocation site will be considered eligible for decommissioning after the site is built-out and accepted by CLEC. See completion and account billing process in the Qwest Product Catalog (PCAT).

2.2 Qwest requests the vacating CLEC remove equipment prior to submitting a Decommissioning Request.

2.3 If CLEC does not remove equipment within thirty calendar days from Qwest's acceptance of the Decommissioning Application, Qwest will send a notification stating the equipment is considered abandoned.

2.3.1 Upon receiving notification of abandonment from Qwest, CLEC will have fifteen calendar days to notify Qwest that the equipment is not abandoned and remove equipment.

2.3.2 Qwest will review CLEC responses and assess if the equipment has been abandoned in Qwest's reasonable discretion. If CLEC does not remove the equipment in question and Qwest determines that the same has been abandoned, Qwest will send a final notification and bill for the labor charges associated with Qwest's removal of the abandoned equipment.

2.3.3 In the case of Virtual Collocation, Qwest will automatically remove all equipment within ninety calendar days.

2.3.3.1 Qwest will negotiate with CLEC for the pick up of the equipment.

2.3.3.2 For Virtual Collocation, there will be no cost for the removal of CLEC equipment.

2.4 Prior to submitting a Decommissioning Request, financial obligations with respect to the collocation site to be decommissioned must be current, with the exception of formally disputed charges.

2.4.1 CLEC financial obligations include payment of 100% of all non-recurring quoted charges and all applicable monthly recurring charges that are more than 30 days past due.

2.5 CLEC must disconnect all services from the Collocation site to be decommissioned prior to submitting the Decommissioning Request. Services to be disconnected by CLEC include, but are not limited to: Unbundled Network Elements, administrative lines, finished services, and line sharing services. Services will need to be disconnected via ASR/LSR. If CLEC does not disconnect services, all charges with respect to such site will continue to accrue and the Decommissioning Application will be rejected.

2.6 Prior to disconnecting the circuits associated with the Collocation site CLEC must notify, in writing, all current end users and service customers of the discontinuation of service.

2.7 CLEC must submit an email notification attached to the Decommissioning Request representing to Qwest that all end users and service customers have been properly notified. Failure to include such representation will result in the rejection of the Decommissioning Request.

2.8 Terms in the Interconnection Agreement with Qwest must contain finalized terms and conditions associated with the decommissioning of a collocation site.

2.9 When submitting a Decommissioning Request for a Collocation site that also has a Direct CLEC-to-CLEC arrangement:

2.9.1 Qwest requires that the Direct CLEC-to-CLEC Connection be disconnected at the same time that Qwest performs the decommissioning.

2.9.2 The CLEC submitting the Decommissioning Request must:

2.9.2.1 Submit a Letter of Authorization signed by both the vacating CLEC and partnering CLEC that authorizes Qwest to disconnect the installed Direct CLEC-to-CLEC cabling.

2.9.2.2 If a copy of the required Letter of Authorization is not attached to the Decommissioning Request, the application will be rejected as incomplete.

2.10 CLEC will be eligible for reimbursement on the re-usable elements (cable terminations including DS0, DS1, DS3, fiber terminations, and splitter cabling) for up to one calendar year from the Decommission Application submit date. An inventory will be completed by Qwest and furnished within 90 calendar days of the Decommission Application acceptance identifying the re-useable elements and the potential credit.

2.11 CLEC is required to return the space to turnover condition. Turnover condition is defined as the same condition in which CLEC originally assumed the Collocation site.

3. Rate Elements

3.1 Under the standard terms of the Facility Decommissioning Agreement, Qwest will not charge for the decommissioning service provided herein, unless equipment has been abandoned or the Collocation space has not been returned to turnover condition.

Rates :

3.1.1 Miscellaneous labor hourly charges as defined below will apply,

3.1.2 Additional dispatch charges, will apply for unmanned offices, as defined below.

4. Ordering

4.1 The decommission process requires the submission of a "Cancellation, Decommission, Change of Responsibility Application Form".

4.1.1 The Application form is located on the Qwest web at:

<http://www.qwest.com/wholesale/pcat/collocation.html>

4.1.2 The Decommissioning Application should be submitted to: colo@qwest.com and rfsmet@qwest.com.

4.1.3 Qwest will notify CLEC within one business day if the prerequisites have been met. Qwest will validate the order within two business days from receipt of the application.

Nebraska

* Per 1/2 hour or fraction thereof			Recurring Non Recurring	
*	Additional Labor Other – Basic		\$27.58	1
*	Additional Labor Other – Overtime		\$36.83	1
*	Additional Labor Other – Premium		\$46.10	1
	Additional Dispatch		\$84.07	1

[1] Rates proposed in cost studies filed on June 7, 2001 and July 17, 2001 in Cost Docket C-2516, and supported by Fleming testimony