

**Rate Update Amendment  
to the Interconnection Agreement between  
Qwest Corporation and  
Excel Telecommunications, Inc.  
for the State of North Dakota**

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and Excel Telecommunications, Inc. ("CLEC"), a Texas corporation.

**RECITALS**

WHEREAS, the Parties entered into an Interconnection Agreement, for service in the state of North Dakota, that was approved by the North Dakota Public Service Commission on August 30, 2002, as referenced in Case No. PU-2727-02-330 ("Agreement"); and

WHEREAS, the Parties wish to amend the Agreement 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 rates in Exhibit A of the Agreement (and/or associated Amendments) are hereby amended by adding rates for products previously identified as "Under Development" and "No Charge".

1. Qwest developed rates for Exhibit A of the Agreement (and/or associated Amendments), that were previously identified as "Under Development". The aforementioned newly developed rates have been filed with the Commission in the approved SGAT.
2. An updated Exhibit A spreadsheet identifying the new rates is attached hereto and incorporated herein.

Rates in Exhibit A will reflect legally binding decisions of the Commission and shall be applied on a prospective basis from the effective date of the legally binding Commission decision, unless otherwise ordered by the Commission.

### **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, 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.

### **Further Amendments**

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

### **Entire Agreement**

This Amendment (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of this Amendment and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of this Amendment.

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.

#### **Excel Telecommunications, Inc.**

Signature

Name Printed/Typed

Title

Date

#### **Qwest Corporation**

Signature

L. T. Christensen  
Name Printed/Typed

Director - Business Policy  
Title

Date