

**Expedites for Design Services Amendment  
to the Interconnection Agreement  
between  
Qwest Corporation  
and  
DIECA Communications, Inc. d/b/a Covad Communications Company  
for the State of North Dakota**

This Amendment ("Amendment") is to the Interconnection Agreement between Qwest Corporation (f/k/a U S WEST Communications, Inc.) ("Qwest"), a Colorado corporation, and DIECA Communications, Inc. d/b/a Covad Communications Company ("CLEC"), a Virginia 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 November 5, 2003, as referenced in Case No. PU-2921-03-512 ("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 Agreement is hereby amended by adding terms, conditions and rates for Expedites for Design Services, as set forth in Attachment 1 and Exhibit A, attached hereto and incorporated herein.

Rates in Exhibit A shall be updated to 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 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. Additionally, Qwest shall implement any necessary billing changes within two (2) billing cycles after the latest execution date of this Amendment, with a true-up back to the latest execution date of this Amendment by the end of the second billing cycle. The Parties agree that so long as Qwest implements the billing changes and the true-up as set forth above, the CLEC's bills shall be deemed accurate and adjusted without error.

### **Amendments; Waivers**

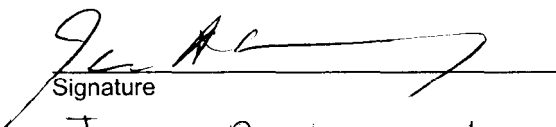
Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may 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**

The Agreement as amended (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of the Agreement as amended 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 the Agreement as amended.

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.

**DIECA Communications, Inc. d/b/a  
Covad Communications Company**

  
Signature

James A. Kirkland

Name Printed/Typed

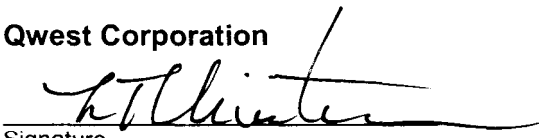
Senior V.P. / General Counsel

Title

11/03/04

Date

**Qwest Corporation**

  
Signature

L. T. Christensen

Name Printed/Typed

Director – Interconnection Agreements

Title

11/5/04

Date

## ATTACHMENT 1

### 1.0 Expedites for Design Services

#### 1.1 Description

1.1.1 Expedites are requests for an improved standard interval that is shorter than the interval defined in Qwest's Service Interval Guide (SIG) or CLEC's Interconnection Agreement (ICA), Individual Case Basis (ICB) or committed to ICB (Ready for Service (RFS) + Interval) date.

#### 1.2 Terms and Conditions

1.2.1 When Qwest receives an ASR or LSR with the EXP populated and the DDD is less than the standard interval, Qwest will determine if the request is eligible for an expedite without a call from you. If the request meets the criteria for the Pre-Approved Expedite process, Qwest will process the request and return a FOC acknowledging the expedited due date. The appropriate expedite charge will be added to your service order.

1.2.2 If the request does not meet the criteria for the Pre-Approved Expedite process, the ASR or LSR will be processed under the guidelines for Expedites Requiring Approval as described in the PCAT.

1.2.3 The Pre-Approved expedite process is available in all states except WA for the products listed in the PCAT. It is not necessary to call Qwest to have the expedite approved.

#### 1.3 Rate Elements

1.3.1 The expedite charge Identified in Exhibit A applies for every day that the due date interval is shortened, based on the standard interval in the SIG, ICA, or ICB criteria.

#### 1.4 Ordering Process

1.4.1 CLEC will request an expedite on a Local Service Request (LSR) or Access Service Request (ASR).

1.4.2 All requests must include an expedited Due Date, and Qwest will return an FOC acknowledging the expedited Due Date.

## EXHIBIT A – NORTH DAKOTA

|     |                               |                          | <b>Recurring</b> | <b>Non-Recurring</b> |
|-----|-------------------------------|--------------------------|------------------|----------------------|
| 1.0 | Expedites for Design Services | Per order, per day event |                  | \$200.00             |
|     |                               |                          |                  |                      |