

**Line Splitting Amendment  
to the Interconnection Agreement between  
Qwest Corporation and  
Prime Time Ventures, LLC  
for the State of North Dakota**

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and Prime Time Ventures, LLC ("CLEC"). CLEC and Qwest shall be known jointly as the ("Parties").

**RECITALS**

WHEREAS, CLEC and Qwest entered into an Interconnection Agreement ("Agreement") for service in the state of North Dakota which is currently pending before the North Dakota 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, conditions and rates for Line Splitting as set forth in Attachment 1 and Exhibit A, to this Amendment, attached hereto and incorporated herein by this reference.

**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. 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.

**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**

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.

**Prime Time Ventures, LLC**

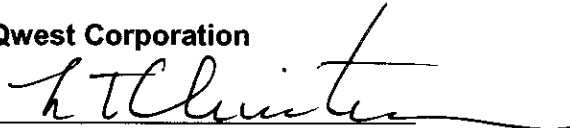
  
\_\_\_\_\_  
Signature

JEFF RHODES  
\_\_\_\_\_  
Name Printed/Typed

Owner  
\_\_\_\_\_  
Title

6/30/05  
\_\_\_\_\_  
Date

**Qwest Corporation**

  
\_\_\_\_\_  
Signature

L. T. Christensen  
\_\_\_\_\_  
Name Printed/Typed

Director – Interconnection Agreements  
\_\_\_\_\_  
Title

7/2/05  
\_\_\_\_\_  
Date

**ATTACHMENT 1****9.21 Line Splitting****9.21.1 Description**

Line Splitting provides CLEC/DLEC with the opportunity to offer advanced data service simultaneously with voice service when CLEC obtains switching as a Network Element pursuant to a separate written agreement. Line Splitting uses the frequency range above the voice band on a single Loop for the advanced data service. The advanced data service may be provided by the Customer of Record (the voice service provider) or another data service provider chosen by the Customer of Record. A Splitter must be inserted into the Loop in order to accommodate the establishment of the advanced data service. The Splitter separates the voice and data traffic and allows the Loop to be used for simultaneous DLEC data transmission and CLEC-provided voice service to the End User Customer. "CLEC" will herein be referred to as the voice service provider while "DLEC" will be referred to as the advanced data service provider. CLEC and DLEC may be the same entity.

**9.21.2 Terms and Conditions****9.21.2.1 General**

9.21.2.1.1 The Customer of Record (the voice service provider) will order the insertion of a Splitter. Qwest is not responsible for providing the Splitter, filter(s) and/or other equipment necessary for the End User Customer to receive separate voice and data service across a single copper Loop.

9.21.2.1.2 To order Line Splitting, CLEC/DLEC must have a Splitter installed in the Qwest Wire Center that serves the End User Customer. The Splitter must meet the requirements for Central Office equipment Collocation set by the FCC or be compliant with ANSI T1.413.

9.21.2.1.3 CLEC/DLEC may provide any xDSL services that are compatible with CLEC's voice service in accordance with ANSI T1.413 or IEEE 820 or other industry standards.

9.21.2.1.4 There may be only one DLEC at any given time that provides advanced data service on any given Line Splitting arrangement.

9.21.2.1.5 The Customer of Record will be able to request conditioning of the Loop portion of the Line Splitting arrangement. Qwest will perform requested conditioning of shared Loops to remove load coils and excess Bridged Taps. If CLEC requests conditioning and such conditioning significantly degrades the voice services on the Loop to the point that it is unacceptable to CLEC, CLEC shall pay the conditioning rate set forth in Exhibit A to recondition the Loop.

9.21.2.1.6 Splitters may be installed in Qwest Wire Centers at the discretion of CLEC/DLEC via the standard or Common Area Splitter Collocation

arrangements set forth in the Collocation Section of the Agreement. Under either option, Splitters will be appropriately hard-wired or pre-wired so that Qwest is not required to inventory more than two (2) points of termination. For Line Splitting, Qwest shall use the same number of Cross Connections and the same number of tie pairs as it uses for other split services.

9.21.2.1.7 Splitter Collocation requirements must be included in the CLEC Agreement.

### **9.21.3 Rate Elements**

The following Line Splitting rate elements are contained in Exhibit A of this Amendment or in Exhibit A of the Agreement.

#### **9.21.3.1 Recurring Rates for Line Splitting.**

9.21.3.1.1 Interconnection Tie Pairs (ITP). A monthly recurring charge to recover the costs associated with the use of two (2) ITPs, one (1) for voice and one (1) for voice/data. Rate elements are contained in Exhibit A of the Agreement.

9.21.3.1.2 OSS Charge – A monthly recurring charge to recover the cost of the OSS modifications necessary to provide access to the high frequency portion of the Loop. Rate elements are contained in Exhibit A of this Amendment.

#### **9.21.3.2 Nonrecurring Rates for Line Splitting**

9.21.3.2.1 Basic Installation Charge for Line Splitting – A nonrecurring charge for each Line Splitting arrangement installed will apply. Rate elements are contained in Exhibit A of this Amendment.

9.21.3.2.2 Charge for conditioning the Loop – A nonrecurring charge for either conditioning the Loop by removing load coils and/or excess Bridged Taps; or reconditioning the line if necessary to assure the quality of the voice service. Rate elements are contained in Exhibit A of the Agreement.

#### **9.21.3.3 Nonrecurring Rates for Maintenance and Repair**

9.21.3.3.1 Miscellaneous Charges, as defined in the Miscellaneous Charge of the CLEC Agreement, may apply.

9.21.3.4 Rates for Splitter Collocation must be included in Exhibit A of CLEC's Agreement.

### **9.21.4 Ordering Process**

#### **9.21.4.1 Line Splitting**

9.21.4.1.1 As a part of the pre-order process, CLEC/DLEC may access loop characteristic information through the Loop Information Tool described in the Access to OSS Section. The Customer of Record will determine, in its sole discretion and at its risk, whether to add data services to any specific Loop.

9.21.4.1.2 The Customer of Record will provide on the LSR, the appropriate frame terminations that are dedicated to Splitters. Qwest will administer all cross connects/jumpers on the COSMIC/MDF and ICDF.

9.21.4.1.3 Basic Installation "lift and lay" procedure will be used for all Line Splitting orders. Under this approach, a Qwest technician "lifts" the Loop from its current termination in a Qwest Wire Center and "lays" it on a new termination connecting to CLEC's/DLEC's collocated equipment in the same Wire Center.

9.21.4.1.4 The Customer of Record shall not place orders for Line Splitting until all work necessary to provision Line Splitting in a given Qwest Wire Center, including, but not limited to, Splitter installation and tie cable reclassification or augmentation has been completed.

9.21.4.1.5 If the voice service is disconnected on a Line Splitting arrangement, the Line Splitting arrangement shall terminate. CLEC may arrange to provide DSL service to the End User Customer through purchase of another product.

9.21.4.1.6 The Customer of Record (the voice service provider) shall submit the appropriate LSRs associated with establishing Line Splitting.

## **9.21.5 Billing**

9.21.5.1 Qwest shall provide a bill to the Customer of Record (the voice service provider), on a monthly basis, within seven to ten (7-10) calendar Days of the last day of the most recent Billing period, in an agreed upon standard electronic Billing format, Billing information including (1) a summary bill, and (2) individual End User Customer sub-account information consistent with the samples available for CLEC/DLEC review.

9.21.5.2 Qwest shall bill the Customer of Record for all appropriate recurring and nonrecurring Line Splitting rate elements.

## **9.21.6 Repair and Maintenance**

9.21.6.1 Qwest will allow CLEC/DLEC to access Line Splitting at the point where the combined voice and data Loop is cross connected to the Splitter.

9.21.6.2 The Customer of Record will be responsible for reporting to Qwest voice service troubles provided over Line Splitting. Qwest will be responsible to repair troubles on the physical line between Network Interface Devices at the Customer premises and the point of demarcation in Qwest Wire Centers. CLEC/DLEC will be responsible for repairing data services provided on Line Splitting. Qwest, CLEC and DLEC each will be

responsible for maintaining its equipment. The entity that controls the Splitters will be responsible for their maintenance.

9.21.6.3 When Splitters are installed in Qwest Wire Centers via Common Area Splitter Collocation, CLEC/DLEC will order and install additional Splitter cards as necessary to increase the capacity of the Splitters. CLEC/DLEC will leave one (1) unused, spare Splitter card in every shelf to be used for repair and maintenance until such time as the card must be used to fill the shelf to capacity.

9.21.6.4 When Splitters are installed in Qwest Wire Centers via standard Collocation arrangements, CLEC/DLEC may install test access equipment in its Collocation areas in those Wire Centers for the purpose of testing Line Splitting. This equipment must meet the requirements for Central Office equipment set by the FCC.

9.21.6.5 Qwest, CLEC and DLEC will work together to address End User Customer initiated repair requests and to prevent adverse impacts to the End User Customer.

### **9.21.7 Customer of Record and Authorized Agents**

9.21.7.1 "Customer of Record" is defined for purposes of this section as the CLEC providing the voice service. Qwest will bill the Customer of Record for Line Splitting. The Customer of Record may designate an authorized agent pursuant to the terms of sections 9.21.7.2 and 9.21.7.3 to perform ordering and/or Maintenance and Repair functions.

9.21.7.2 In order for the authorized agent of the Customer of Record to perform ordering and/or Maintenance and Repair functions, the Customer of Record must provide its authorized agent the necessary access and security devices, including but not limited to user identifications, digital certificates and SecurID cards, that will allow the authorized agent to access the records of the Customer of Record. Such access will be managed by the Customer of Record.

9.21.7.3 The Customer of Record shall hold Qwest harmless with regard to any harm to Customer of Record as a direct and proximate result of the acts or omissions of the authorized agent of the Customer of Record or any other Person who has obtained from the Customer of Record the necessary access and security devices through the Customer of Record, including but not limited to user identifications, digital certificates and SecurID cards, that allow such Person to access the records of the Customer of Record unless such access and security devices were wrongfully obtained by such Person through the willful or negligent behavior of Qwest.

**Line Splitting Amendment Exhibit A**

		Recovery	Recovery	Recovery		
<b>North Dakota</b>						
<b>9.0</b>	<b>Unbundled Network Elements (UNEs)</b>					
<b>9.4</b>	<b>Shared Services</b>					
9.4.2	Line Splitting					
9.4.2.1	Basic Installation Charge for Line Splitting			\$34.24		B
9.4.4	OSS, per Line, per Month	\$3.33			C	
9.4.5	Reclassification Charge			ICB		C 3

**NOTES:**

Unless otherwise indicated, all rates are pursuant to North Dakota Public Service Commission dockets:

B: 271 Compliance Investigation Docket Number PU-314-97-193, Order on Group 2 Checklist Items dated 10/15/01.

C: Cost Docket Case No. PU-2342-01-296

[3] ICB, Individual Case Basis pricing.