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Qwest Corporation  
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Jason D. Topp  
Corporate Counsel



June 2, 2006

Patricia Van Gerpen  
Executive Director  
South Dakota Public Utilities Commission  
500 East Capitol Avenue  
Pierre, SD 57501

Re: Out of Hours Project Coordinated Installations Amendment to the Interconnection Agreement between Qwest Corporation and XO Communications Services, Inc. (f.k.a. XO Network Services, Inc.) for the State of South Dakota

Dear Ms. Van Gerpen:

Enclosed for filing for approval by the South Dakota Public Utilities Commission pursuant to 47 U.S.C. § 252 is the Out of Hours Project Coordinated Installations Amendment to the Interconnection Agreement between Qwest Corporation and XO Communications Services, Inc. (f.k.a. XO Network Services, Inc.) for the State of South Dakota.

Contact information for XO Communications Services, Inc. (f.k.a. XO Network Services, Inc.) is as follows:

Rex Knowles  
Vice President – Regulatory Affairs  
XO Communications  
111 East Broadway, Suite 1000  
Salt Lake City, UT 84111  
(801) 983-1504

Gegi Leeger  
Director – Regulatory Contracts  
XO Communications  
11111 Sunset Hills Road  
Reston, VA 20190  
(703) 547-2109

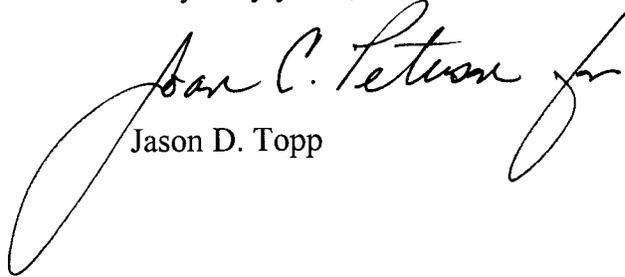
Patricia Van Gerpen

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Thank you for your help with this matter. Please contact me if you have any questions or concerns.

Very truly yours,

A handwritten signature in black ink, appearing to read "Jason D. Topp". The signature is fluid and cursive, with a large loop at the beginning and end.

Jason D. Topp

JDT/bardm

Enclosure

cc: Rex Knowles (via e-mail)  
Colleen Sevold

**Out of Hours Project Coordinated Installations Amendment  
to the Interconnection Agreement between  
Qwest Corporation and  
XO Communications Services, Inc. (f.k.a. XO Network Services, Inc.)  
for the State of South Dakota**

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and XO Communications Services, Inc. (f.k.a. XO Network Services, Inc.) ("CLEC"). CLEC and Qwest shall be known jointly as the ("Parties").

**RECITALS**

WHEREAS, the Parties entered into an Interconnection Agreement ("Agreement") for service in the State of South Dakota that was approved by the South Dakota Public Utilities Commission ("Commission") on February 25, 2004, as referenced in Docket No. TC04-007; 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 Out of Hours Project Coordinated Installations as set forth in Attachment 1 and Exhibit A, to this Amendment, attached hereto and incorporated herein by this reference.

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 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.

**XO Communications Services, Inc.**

*Heather B. Gold*  
Signature

*Heather B. Gold*

SVP Government Relations  
Name Printed/Typed  
XO Communications, Inc.

\_\_\_\_\_  
Title

5/11/06  
Date

**Qwest Corporation**

*L. T. Christensen*  
Signature

L. T. Christensen  
Name Printed/Typed

Director – Interconnection Agreements  
Title

5/16/06  
Date

**ATTACHMENT 1**  
**OUT OF HOURS PROJECT COORDINATED INSTALLATIONS**

**Section 1. Ordering**

1.1 Out of Hours Project Coordinated Installations: CLEC may request project coordinated installations outside of Qwest's standard installation hours. This permits CLEC to obtain a coordinated installation for Enhanced Extended Loop (EEL) or Loop Mux Combination (LMC) Loops where CLEC requests work to be performed outside of Qwest's standard installation hours. For purposes of this Section, Qwest's standard installation hours are 8:00 a.m. to 5:00 p.m. (local time), Monday through Friday, excluding holidays. Installations commencing outside of these hours are considered to be out of hours project coordinated installations.

1.1.1 The date and time for the out of hours project coordinated installation requires up-front planning and shall be negotiated between Qwest and CLEC. All requests will be processed on a first come, first served basis and are subject to Qwest's ability to meet a reasonable demand. Considerations such as volumes, system down time, Switch upgrades, Switch maintenance, and the possibility of other CLECs requesting the same appointment times in the same Switch (Switch contention) must be reviewed.

1.1.2 To request out of hours project coordinated installations, CLEC will submit an LSR designating the desired appointment time. CLEC must specify an out of hours project coordinated Installation in the "remarks" section of the LSR.

**Section 2. Rate Elements**

2.1 Out of Hours Project Coordinated Installations. For coordinated project installations scheduled to commence out of hours, or rescheduled by CLEC to commence out of hours, in addition to standard nonrecurring charges set forth in Exhibit A of the Agreement, CLEC will incur additional nonrecurring charges for the out of hours coordinated installation set forth under Miscellaneous Charges in Exhibit A to this Amendment.

