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September 6, 2007

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

Re: Voice over Internet Protocol (VoIP) Amendment to the Interconnection Agreement between Qwest Corporation and 360networks (USA) 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 Voice over Internet Protocol (VoIP) Amendment to the Interconnection Agreement between Qwest Corporation and 360networks (USA) inc. for the State of South Dakota.

Contact information for 360networks (USA) inc. is as follows:

Ron Gustafson
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Michel Singer-Nelson
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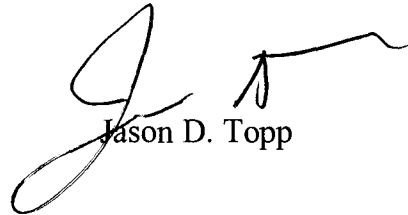
Patricia Van Gerpen

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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 stylized with a large, looping initial "J" and a horizontal line extending to the right.

JDT/bardm

Enclosure

cc: Ron Gustafson (via e-mail)
Penny Stanley (via e-mail)
Rick Coma (via e-mail)
Michel Singer-Nelson (via e-mail)
Colleen Sevold

**Voice over Internet Protocol (VoIP) Amendment
to the Interconnection Agreement between
Qwest Corporation
and
360networks (USA) inc.
for the State of South Dakota**

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and 360networks (USA) inc. ("CLEC"), a Nevada corporation. Qwest and CLEC shall be known jointly as the "Parties".

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement, for service in the State of South Dakota, that was approved by the South Dakota Public Utilities Commission on August 10, 2006, by operation of law, as referenced in Docket No. TC06-157 ("Agreement"); and

WHEREAS, the Parties dispute terms, conditions and application and interpretation of existing rules regarding the exchange of traffic commonly referred to as "VoIP Traffic" and desire to exchange VoIP Traffic pending the outcome of a decision by the applicable State Commission or the Federal Communications Commission ("FCC") regarding the definition of VoIP Traffic and the appropriate intercarrier compensation to apply to VoIP Traffic; and

WHEREAS, to address the dispute regarding the exchange of VoIP Traffic without either Party waiving rights to advocate the position and seek appropriate remedies, and to allow the network configuration specified below to be installed and/or maintained so that traffic can be exchanged, the Parties have agreed to the following terms and conditions.

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 VoIP traffic as set forth in Attachment 1 to this Amendment, attached hereto and incorporated herein by this reference. The Sections identified in Attachment 1 have been modified, replaced entirely or are new additions to the Agreement.

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

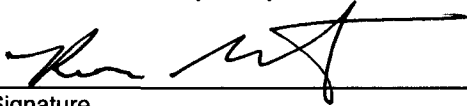
Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may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

360networks (USA) inc.



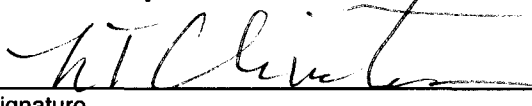
Signature
Ron Gustafson

Name Printed/Typed
VP/GC

Title
8/10/07

Date

Qwest Corporation



Signature
L. T. Christensen

Name Printed/Typed
Director – Interconnection Agreements

Title
8/14/07

Date

ATTACHMENT 1

Qwest's Voice over Internet Protocol (VoIP) Amendment

The following Sections have been modified, replaced entirely or are new additions to the Agreement.

Section 4.0 - DEFINITIONS

"Interconnection" is as described in the Act and refers to the connection between networks for the purpose of transmission and routing of telephone Exchange Service traffic, Exchange Access, ISP-Bound traffic, VoIP traffic, and Jointly Provided Switched Access traffic.

"VoIP" (Voice over Internet Protocol) traffic is traffic that originates in Internet Protocol at the end user customer location using IP-Telephone handsets, end-user customer premises Internet Protocol (IP) adapters, CPE-based Internet Protocol Telephone (IPT) Management "plug and play" hardware, IPT application management and monitoring hardware or such similar equipment and is transmitted over a broadband connection to the VoIP provider. VoIP is treated as an Information Service and is subject to interconnection and compensation rules and treatment accordingly under this Agreement based on the supposition that the VoIP Provider Point of Presence ("POP") is an end user premise.

7.1.1.2 A Party may utilize LIS trunks to send VoIP traffic to the other Party for termination under this Agreement only pursuant to the same rules that apply to traffic from all other end users, including the requirement that the VoIP Provider POP must be in the same local calling area as the called party. CLEC may not use LIS trunks solely to exchange VoIP traffic. The parties agree to allow each other to conduct operational verification audits and to work cooperatively with each other as well as to make available any supporting documentation and records including any of the parties' providers or customers to ensure that the parties are complying with the definition and appropriate treatment of VoIP traffic. Qwest shall have the right to redefine this traffic as Switched Access in the event of an "operational verification audit failure". An "operational verification audit failure" is defined as: (a) Qwest's inability to conduct a post-provisioning operational verification audit due to insufficient cooperation by CLEC or CLEC's other providers, or (b) a determination by Qwest in a post-provisioning operational verification audit that the CLEC or CLEC's end-user customers are not originating calls in a manner consistent with this definition.

7.1.1.3 Prior to using Local Interconnection Service trunks to terminate VoIP traffic, the parties certify that they require their customers to certify that the (a) types of equipment VoIP end-users will use are consistent with the origination of VoIP calls as defined in Section 4 of this Agreement, and (b) types of configurations that VoIP end-users will use to originate calls using IP technology are consistent with the configuration as defined in Section 4 of this Agreement. CLEC will initially use the Charge Number (CN) field of the SS7 call stream to identify the VoIP Provider POP that is used by CLEC to send the VoIP Traffic to Qwest for termination and is local to the called party's number to ensure that the billing systems will properly rate the calls as local calls. The parties will also subsequently use any mandatory industry standards or other mutually agreeable methods to identify VoIP Traffic.

7.2.1.2.6 VoIP traffic as defined in this Agreement.

7.2.2.9.3.1 Exchange Service (EAS/Local), ISP-Bound Traffic, VoIP traffic, Exchange Access (IntraLATA Toll carried solely by Local Exchange Carriers), and Jointly Provided Switched Access (InterLATA and IntraLATA Toll involving a third party IXC) may be combined in a single LIS trunk group or transmitted on separate LIS trunk groups.

Section 7.3.4, in the Agreement, is deleted in its entirety and replaced with the following:

7.3.4 Exchange Service (EAS/Local), ISP-Bound and VoIP Traffic

7.3.4.1 CLEC and Qwest will exchange Exchange Service (EAS/Local), ISP-Bound and VoIP traffic on a Bill and Keep basis.