



Qwest
1801 California Street, 10th Floor
Denver, Colorado 80202-2658
Phone 303 383-6645
Facsimile 303 383-8588
George.Thomson@qwest.com

George Baker Thomson, Jr.
Corporate Counsel

July 17, 2008

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

Re: Transit Rate Calculation 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 Transit Rate Calculation 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, Vice President, General Counsel
360networks (USA) inc.
2101 4th Ave., Suite 2000
Seattle, Washington 98121
Phone: 206-239-4035
Fax: 866-728-7703
E-mail: ron.gustafson@360.net

Please contact me if you have any questions or concerns. Thank you.

Sincerely,

George Baker Thomson, Jr.

Enclosure
e-mail cc: Ron Gustafson, 360networks (USA) inc.

cc: Colleen Sevold

**Transit Rate Calculation Amendment
to the Interconnection Agreement between
Qwest Corporation
And
360networks (USA) inc.
for the State of South Dakota**

This is an Amendment ("Amendment") for Transit Rate Calculation 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 agree 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 and conditions to calculate the rate for which CLEC will pay to Qwest for Transit Traffic, as that term is defined in the Agreement. Such additional terms and conditions are set forth in Attachment 1 and Exhibit A to this Amendment, attached hereto and incorporated herein by this reference.

Effective Date

This Amendment is subject to approval by the Commission; however, the Parties agree to implement the agreed to rates as of June 10, 2008.

Further Amendments

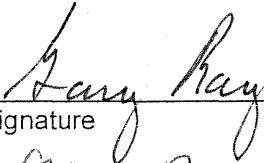
Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may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

GARY RAY

Name Printed/Typed

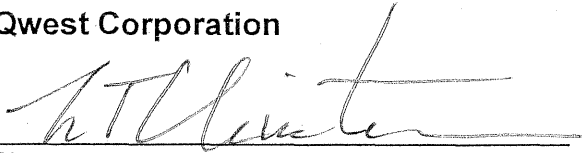
VP / GC

Title

6.26.08

Date

Qwest Corporation



Signature

L. T. Christensen

Name Printed/Typed

Director – Interconnection Agreements

Title

6/27/08

Date

ATTACHMENT 1

DETERMINATION OF TRANSIT RATE

Qwest and CLEC agree that the following calculation process will determine the rate for Transiting Services provided by Qwest under this Agreement. This rate will supersede and replace the rate listed in Sections 7.9.1 and 7.9.2 of Exhibit A of the Agreement. Qwest and CLEC agree to perform the calculation process on an annual basis, from the date that this Amendment is effective. The initial rate agreed to is based on the formula that follows and is set forth in Exhibit A. The process for determination of the rate is as follows:

Qwest and CLEC will review the most recent three months' of transiting records between Qwest and CLEC. All terminating carriers for which more than 200,000 minutes of use ("MOUs") receive traffic originating from CLEC are determined and all MOUs terminating to those carriers are then added together ("DS1 Volume MOUs"). The DS1 Volume MOUs are then divided by the total number of transiting MOUs (the "Blended Ratio").

The Blended Ratio is multiplied by \$.0045 and that product is added to the product of (1-Blended Ratio) multiplied by (\$0.0011860 [TELRIC]). This sum will be the new Transit Rate until the next recalculation.

Exhibit A
South Dakota

				Recurring	Recurring Per Mile	Non- Recurring	REC REC	REC per Mile	NRC
7.0	Interconnection Facility Options								
	7.9	Transit Traffic							
		7.9.1	Local Transit, per Minute of Use (Local Transit Assumed Mileage = 7 Miles)	\$0.0011860			15		
		7.9.2	IntraLATA Toll Transit (IntraLATA Toll Transit Assumed Mileage = 7 Miles)	Qwest's South Dakota Access Service Tariff	Qwest's South Dakota Access Service Tariff				
NOTES:									
	15	Rates negotiated by the parties based on CLEC specific traffic pattern.							