

**CMDS Hosting and Message Distribution Amendment
to the Interconnection Agreement between
Qwest Corporation
and
Bresnan Broadband of Utah, LLC
for the State of Utah**

This Amendment (“Amendment”) to the Interconnection Agreement between Qwest Corporation (“Qwest”), a Colorado corporation, and Bresnan Broadband of Utah, LLC (“CLEC”), a Utah Limited Liability Company; (collectively, the “Parties”). The services described in this Amendment shall be provided in the State of Utah.

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement (“Agreement”), for services in the State of Utah, that is currently pending approval by the Public Service Commission of Utah; 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

This Amendment is made in order to add terms, conditions and rates for Centralized Message Data System (“CMDS”) Hosting and Message Distribution as set forth in Attachment 1 and Exhibit A, attached hereto and incorporated herein.

Rates in Exhibit A will 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.

Bresnan Broadband of Utah, LLC

Qwest Corporation

Authorized Signature

Authorized Signature

Name Printed/Typed

L. T. Christensen

Name Printed/Typed

Title

Director – Wholesale Contracts

Title

Date

Date

**ATTACHMENT 1
CMDS HOSTING AND MESSAGE DISTRIBUTION
FOR CLECs
(In-Region with Operator Services)**

1. Scope

CLEC provides telecommunications services within the geographical areas in which Qwest is providing local Exchange Service at that time and for which Qwest is the incumbent Local Exchange Carrier (the fourteen-state Qwest Region). Qwest provides Operator Services to CLEC. Qwest agrees to provide Centralized Message Data Service (CMDS) Hosting and In-Region Message Distribution as described herein to CLEC at rates and charges specified in Exhibit A. CMDS Hosting and In-Region Message Distribution to be provided under this Amendment applies to the distribution of billable records, in Expanded Message Interface ("EMI") format, associated with IntraLATA/Intrastate and IntraLATA/Interstate and Local Messages which originate in one Company and are billed by another Company.

Qwest and CLEC shall exchange revenues associated with local CMDS and In-Region messages. Qwest agrees to remit to CLEC the revenues associated with local Sent Collect messages. CLEC agrees to compensate Qwest for the billing and collection of said messages. CLEC agrees to remit to Qwest the revenues that are associated with local Received Collect messages. Qwest agrees to compensate CLEC for the billing and collection of said messages. The exchange of such revenues and compensation will be billed on CLEC's monthly LEXCIS invoice.

The Parties agree that the settlement of CMDS and In-region IntraLATA/Intrastate and IntraLATA/Interstate messages shall be on a bill and keep basis whereby neither Party will exchange revenues or will compensate the other Party for such messages.

2. Definitions

a) "Assembling and Editing" is the aggregation of the recorded CLEC message details to create billable records and the verification that the data required for Rating is in accordance with the standard format established by Qwest.

b) "Alternately Billed" messages are billed through an Operator Service and include messages such as billed to a Third Number, Collect and Calling Card.

c) "Billing Company" is the company associated with the Revenue Accounting Office ("RAO") of the NPA-NXX of the "Billing Number" in the message.

d) "Centralized Message Data System (CMDS)" is a system used to exchange "EMI" formatted billing data between the recording/rating company (where the call originates) and the Billing Company when the companies are not located in the same Qwest Geographic Specific Region. This data includes third party number, collect and calling card information.

e) "Company" maybe any type of LEC.

f) "Custom Service" includes, but is not limited to, changes, additions or updates requested by CLEC; education classes; assistance in business activities; assistance in the preparation of a user needs document; development and coordination of user specifications.

- g) "Data Transmission" is the sending of message data between Qwest and other RBOC's, Exchange Carriers or CLEC on behalf of another CLEC.
- h) "Earning Company" is the company associated with the RAO of the NPA-NXX of the "From Number" in the message.
- i) "Exchange Service" or "Extended Area Service (EAS)/Local Traffic" means traffic that is originated and terminated within the Local Calling Area as determined by the Commission.
- j) "Editing and Processing" is the sorting, editing and packing of Sent Collect and Received Collect messages in preparation for distribution via file or tape to the Billing Company.
- k) "Geographic Specific Region" refers to the following grouping of states within Qwest:
Eastern Region: IA, MN, ND, NE, SD
Central Region: AZ, CO, Southern ID, NM, MT, UT, WY
Western Region: OR, WA, Northern ID
- l) "ICB" means a custom process and charge developed on an Individual Case Basis.
- m) "InterLATA Messages" describes telecommunications between a point located in a Local Access and Transport Area ("LATA") and a point located outside such area.
- n) "In-Region" refers to the exchange of Expanded Message Record ("EMI") formatted billing data between the recording/rating company and the Billing Company when the companies are located in the same Qwest Geographic Specific Region. This data includes third party number, collect and calling card.
- o) "LEXCIS" is the Local Exchange Carrier Information System.
- p) "Local Access Transport Area" or "LATA" is as defined in the Act.
- q) "Local Messages" are those messages placed within the EAS/Local areas of the calling party.
- r) "Message Forwarding" is transmitting the recorded messages to CLEC for Rating.
- s) "Rating" of messages is the computing of charges for each message.
- t) "Received Collect" messages are alternately billed messages received by CLEC from Qwest acting as its host.
- u) "Recording or "Record" is entering on magnetic tape, cartridge or other acceptable media, details of CLEC messages originated through Operator Services for which appropriate answer and disconnect supervision has been received.
- v) "Revenue Accounting Office (RAO)" is used for revenue accounting and jurisdictional assessment purposes.
- w) "Sent Collect" messages are alternately billed messages originated by CLEC using a Qwest operator that are to be billed by another Company.

3. Recording Service (Recording And Rating)

The provisioning parameters of Recording and Rating are as follows:

1. Where Qwest provides Operator Services and records the message, it provides Assembling and Editing, and Rating. In the Western Region, Local messages will be forwarded to CLEC for Rating.
2. Recording, Assembling and Editing, and Rating charges will apply to Operator Services messages and will include messages that originate and bill in the CLEC's serving area as well as those messages that are distributed through CMDS and In-Region Hosting.

4. Data Transmission

For messages originated by CLEC (Sent Collect) which are to be distributed to another Company for billing to its end users, Qwest will enter the CLEC messages on a magnetic tape or data file and send them to the Billing Company.

For messages that have originated in another Company's service area and are distributed by Qwest to CLEC (Received Collect) for billing to a CLEC end user, Qwest will enter the messages on a magnetic tape or data file and will send it to CLEC or its agent.

5. Editing and Packing

For files that are sent to Qwest by either CMDS or the other Companies for distribution to CLEC, Qwest will sort the messages, pack the messages in a file for transmission to CLEC, apply the appropriate headers and trailer data and balance for revenue and volume.

6. Message Detail Recovery

If Qwest distributes message detail to CLEC and the data is damaged or destroyed, Qwest will provide the data rewrite to CLEC at its request. Qwest will make commercially reasonable efforts to resend the data within fifteen (15) working days of the request. A charge may be applied for reproduction of message detail lost or misplaced by CLEC after it has been successfully delivered.

All data transmitted or received via CMDS on behalf of CLEC will be retained by Qwest for forty-five (45) calendar days from date of receipt for recovery purposes.

7. Methods and Practices

CMDS Hosting and In-Region Message Distribution will be provided by Qwest and utilized by CLEC in accordance with the methods and practices regularly adopted and applied by Qwest to its own operations during the term of this Amendment.

8. Custom Services

CLEC may request Custom Services pursuant to the Bona Fide Request process (BFR).

9. Rates

The initial Setup for the first state implemented in each Qwest Geographic Specific Region will be charged at the rate set forth in Exhibit A.

Setup fees to implement additional states within the same Geographic Specific Region will be charged at the rate set forth in Exhibit A.

An Administrative Service Fee will be applied for the Recording, Assembly, Editing, Message Forwarding, Message Packing, Data Transmission, and the preparation of monthly statements. The Administrative Service Fee will be charged at the rate set forth in Exhibit A.

10. Rate Changes

The CMDS Hosting and In-Region Message Distribution Rate Schedule set forth in Exhibit A is subject to change by Qwest upon sixty (60) days notice, in writing, to CLEC; provided, that any such subsequent change may not be made more often than once in any calendar year unless otherwise required by an Access Service Tariff/Price List.

**EXHIBIT A
PRICE LIST**

**CMDS AND IN REGION HOSTING MESSAGE DISTRIBUTION
FOR CLECs
WHEN QWEST PROVIDES OPERATOR SERVICES**

SET UP (Non Recurring)	\$10,000
Per First State in Qwest Geographic Specific Region	
Additional State implemented within same Geographic Specific Region	ICB
LOCAL BILLING/COLLECTING/REMITTING FEES	
SENT COLLECT (CLEC pays Qwest)	\$ 0.05 per message
RECEIVED COLLECT (Qwest pays CLEC)	\$ 0.05 per message
ADMINISTRATIVE SERVICE CHARGE	\$150/month
Per Additional Summary Statement or mailing location	\$100/month