

**Rate Update Amendment
to the Interconnection Agreement
between
Qwest Corporation and
Vycera Communications, Inc.
for the State of North Dakota**

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

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement for service in the state of North Dakota, which is pending before the North Dakota Public Service Commission ("Commission"); ("Agreement"); 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

Exhibit A of the Agreement is hereby amended by adding the rates for Directory Assistance and Toll and Assistance Operator Services as set forth in Exhibit A attached hereto and incorporated herein.

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. So long as Qwest implements the billing changes and the true-up as set forth above, CLEC shall not dispute the bills related to such billing changes and true-up on the grounds of timeliness.

Further Amendments

Except as modified herein, the provisions of the Agreement shall remain in full force and effect.

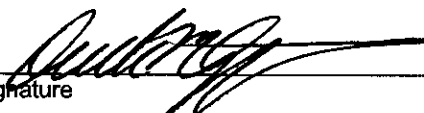
The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver 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.

Vycera Communications, Inc.




Signature
Derek M Gietzen

Name Printed/Typed
President / CEO

Title
July 26, 2005

Date

Qwest Corporation



Signature
L. T. Christensen

Name Printed/Typed
Director - Interconnection Agreements

Title
7/27/05

Date

**Exhibit A
North Dakota***

Select the appropriate type of contract below. For cost docket changes, leave blank:		EAS / Local Traffic Reciprocal Compensation Election					
New					Notes		
		Recurring	Recurring, Per Mile	Non- Recurring	REC	REC per Mile	NRC
10.4 Directory Assistance, Facility Based Providers							
10.4.1	Local Directory Assistance, per Call	\$0.34			2		
10.4.2	National Directory Assistance, per Call	\$0.36			2		
10.4.3	Call Branding, Set- Up and Recording			\$10,500.00			2
10.4.4	Loading Brand /Per Switch			\$175.00			2
10.4.5	Call Completion Link, per Call	\$0.09			2		
10.6 Toll and Assistance Operator Services, Facility Based Providers							
10.6.1 Option A – per Message							
10.6.1.1	Operator Handled Calling Card	\$1.45			2		
10.6.1.2	Machine Handled Calling Card	\$0.60			2		
10.6.1.3	Station Call	\$1.50			2		
10.6.1.4	Person Call	\$3.50			2		
10.6.1.5	Connect to Directory Assistance	\$0.75			2		
10.6.1.6	Busy Line Verify, per Call	\$0.72			2		
10.6.1.7	Busy Line Interrupt	\$0.87			2		
10.6.1.8	Operator Assistance, per Call	\$0.50			2		
10.6.2 Option B – Per Operator Work Second and Computer Handled Calls							
10.6.2.1	Operator Handled, per Operator Work Second	\$0.028			2		
10.6.2.2	Machine Handled, per Call	\$0.25			2		
10.6.2.3	Call Branding, Set-Up & Recording			\$10,500.00			2
10.6.2.4	Loading Brand, per Switch			\$175.00			2

NOTES:

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

[2] Market-based rates contained in the Stipulation and Settlement Agreement in Case No. PU-2342-01-296.