

**Border Town Amendment
to the Interconnection Agreement between
Qwest Corporation and
Onvoy, Inc.
for the State of North Dakota**

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

RECITALS

WHEREAS, CLEC and Qwest entered into an Interconnection Agreement (such Interconnection Agreement, as amended to date, being referred to herein as the "Agreement") for services in the state of North Dakota, that will be submitted to the North Dakota Public Service Commission ("Commission") for approval; 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 services terminating in Border Towns as set forth in Attachment 1 to this Amendment, attached hereto and incorporated herein by this reference.

Rates in Exhibit A of the Agreement that are "Under Development" shall be updated upon establishment of a rate. Rates in Exhibit A of the Agreement shall otherwise 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

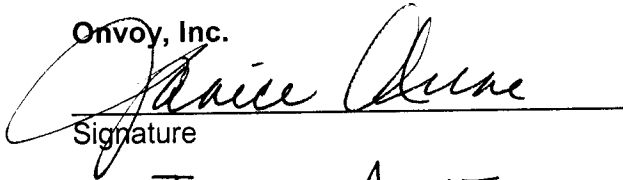
Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may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

Onvoy, Inc.

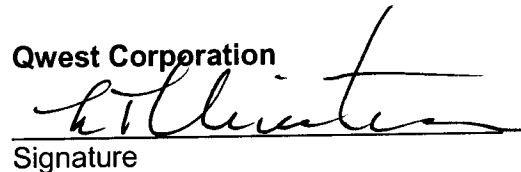

Signature

JANICE AUNE
Name Printed/Typed

CEO
Title

12/6/05
Date

Qwest Corporation


Signature

L.T. Christensen
Name Printed/Typed

Director – Interconnection Agreements
Title

12/8/05
Date

ATTACHMENT 1

Border Town

1.0 Description

A Border Town community is one in which the End User Customer physically resides in one state but the product is provided from a Central Office (CO) located in another state.

2.0 Terms and Conditions

2.1 The monthly and non-recurring rates for each Border Town are based on the interconnection rates of the state where the End User Customer of the service is physically located. CLEC will pay rates for the service based on the End User Customer's State.

2.2 Taxes, if applicable, are also based on the End User Customer's physical location, not the serving Central Office.

2.3 This Amendment applies to the following Wholesale Product offerings:

Unbundled Loop Resale

Sub Loop

2.5 To determine whether an End User Customer is located in a Border Town, CLEC should check the Qwest Border Town, NPA-NXX matrix, located on the web at <http://www.qwest.com/wholesale/clecs/preordering.html>. If the NPA-NXX of the End User Customer is identified on the state specific matrix, the End User Customer is located in a Border Town.

2.6 CLEC agrees to submit to the jurisdiction and rates of the state in which the CLEC End User Customer resides.

3.0 Rate Elements

3.1 The rates as defined for the state where the End User Customer resides are set forth in Exhibit A of the Agreement for the Qwest filed SGAT in that state.

3.2 Miscellaneous Charges may also apply and are included in Exhibit A of the Agreement.

4.0 Ordering

4.1 To request service in a Border Town, the CLEC must have an Interconnection Agreement in the state where the Central Office (CO) is located.