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

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

RECITALS

WHEREAS, CLEC and Qwest entered into an Interconnection Agreement ("Agreement") for service in the state of North Dakota which was approved by the North Dakota Public Service Commission ("Commission") on March 27, 2002, as referenced incase No. PU-2652-02-50; 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 rates for products previously identified as "Under Development" and "No Charge", as set forth in Exhibit A, to this Amendment, attached hereto and incorporated herein by this reference.

1. Qwest has developed rates for Exhibit A of the Agreement (and/or associated Amendments), which were previously identified as "Under Development". The aforementioned newly developed rates have been filed with the Commission in the approved SGAT.

2. The Agreement is hereby amended to reflect a revised Exhibit A, incorporating these new rates, which is attached hereto and incorporated herein by this reference.

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.

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

This Amendment (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of this Amendment 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 this Amendment.

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.

Intrado Communications, Inc.	**Qwest Corporation**
_____	_____
Signature	Signature
_____	L. T. Christensen
Name Printed/Typed	Name Printed/Typed
_____	Director - Business Policy
Title	Title
_____	_____
Date	Date