

**Transit Traffic Update Amendment
to the Interconnection Agreement between
Qwest Corporation and
X5Solutions, Inc.
for the State of Washington**

This Amendment ("Amendment") is to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and X5Solutions, Inc. ("CLEC"). CLEC and Qwest shall be known jointly as the "Parties".

RECITALS

WHEREAS, CLEC and Qwest entered into an Interconnection Agreement ("Agreement") which was approved by the Commission; 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 Transit Traffic terms, conditions and rates of the Agreement are hereby amended by adding section 7.3.7.4 as set forth in Attachment 1, and replacing Section 7.9.1 and Section 7.9.2 Local & IntraLATA Toll Transit, per Minute of Use as reflected 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. 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.

X5Solutions, Inc.



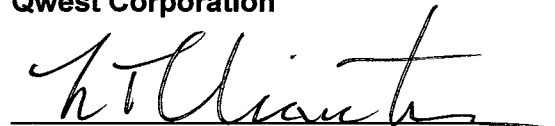
Signature

Richard Reynolds
Name Printed/Typed

President / CEO
Title

7-23-09
Date

Qwest Corporation



Signature

L.T. Christensen
Name Printed/Typed

Director - Wholesale Contracts
Title

7/29/09
Date

ATTACHMENT 1

7.3.7.4 The Parties disagree as to whether the provision of transiting services are required to be provided under Section 251 of the Act. The Parties further disagree as to whether these services are required to be priced according to a TELRIC methodology. Notwithstanding the foregoing, the Parties have included transiting services terms, conditions and rates in this Agreement. The Parties agree that if the Commission, the FCC or a court of competent jurisdiction issues a legally binding ruling that provides transiting services are not required to be provided under Section 251 of the Act or the services are not required to be priced according to a TELRIC methodology, Qwest can provide a notice to CLEC to amend this Agreement or enter into an alternative service arrangement, or both, for transiting services. If the Parties fail to agree upon such an amendment or alternative service arrangement within 60 Days after the notification from Qwest, it will be resolved in accordance with the Dispute Resolution provision of this Agreement.

X5Solutions - Washington

			Recurring	Recurring Part Mile	Non- Recurring	U P P	U P P	U P P	
	7.9.1	Local Transit, per Minute of Use	\$0.001144			&, 10			
	7.9.2	IntraLATA Toll Transit (IntraLATA Toll Assumed Mileage = 9 Miles)	Qwest's Washington Access Service Tariff	Qwest's Washington Access Service Tariff					
NOTES:									
	10	The provision of transiting services is not required pursuant to Section 251 of the Telecommunications Act. Qwest has chosen to offer this service as part of its interconnection agreement, but this service is not required to be priced according to a TELRIC methodology.							
	&	Negotiated Rate							