

**Expedite Rate Update Amendment  
to the Interconnection Agreement between  
Qwest Corporation  
and  
Electric Lightwave LLC.  
for the State of Washington**

This Amendment ("Amendment") is to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and Electric Lightwave LLC. ("CLEC") (collectively, the "Parties").

**RECITALS**

WHEREAS, the parties entered into an Interconnection Agreement that was approved by the Washington Utilities and Transportation Commission ("Commission") on August 14, 2002, Docket/Order No. UT-023037 (the "Agreement"); and

WHEREAS, the Parties agree to amend the Agreement with 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:

**1. Amendment Terms**

The Agreement is hereby amended by adding rates, terms and conditions relating to Expedites, as set forth in Attachment 1 and Exhibit A, attached hereto and incorporated herein. The Parties agree the rates, terms and conditions in this document are for the limited purposes of this Amendment. CLEC and Qwest reserve their rights to assert different language and/or rates in other contexts.

**2. Effective Date**

This Amendment shall be deemed effective upon Commission approval; however, the Parties agree to implement the provisions of this Amendment upon execution.

**3. Further Amendments**

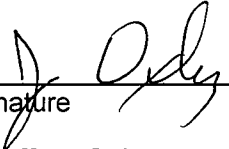
Except as modified herein, the provisions of the Agreement shall remain in full force and effect. Except as provided in the Agreement, this Amendment may not be further amended or altered, and no waiver of any provision thereof shall be effective, except by written instrument executed by an authorized representative of both Parties.

**4. Entire Agreement**


Other than the publicly filed Agreement and its Amendments, Qwest and CLEC have no agreement or understanding, written or oral, relating to the terms and conditions for Expedites in the State of Washington.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, which may be in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

**Electric Lightwave LLC.**

  
\_\_\_\_\_  
Signature  
J. Jeffery Oxley  
\_\_\_\_\_  
Name Printed/Typed  
EVP Law & Policy, General Counsel  
\_\_\_\_\_  
Title  
5/20/10  
\_\_\_\_\_  
Date

**Qwest Corporation**

  
\_\_\_\_\_  
Signature  
E.T. Christensen  
\_\_\_\_\_  
Name Printed/Typed  
Director - Wholesale Contracts  
\_\_\_\_\_  
Title  
05.25.10  
\_\_\_\_\_  
Date

## Attachment 1

12.2.1.2 Expedites. CLEC may request a Due Date earlier than the applicable Due Date interval for that product or service. Requests for expedites can be made either prior to, or after, submitting CLEC's service request.<sup>1</sup>

12.2.1.2.1 Notwithstanding any other provision of this Agreement, for all products and services under this Agreement (except for Local Interconnection Service and Collocation pursuant to the Agreement), Qwest will grant and process CLEC's expedite request, and expedite charges are not applicable, if one or more of the following conditions are met:<sup>2</sup>

- a) Fire;
- b) Flood;
- c) Medical emergency;
- d) National emergency;
- e) Conditions when the End User Customer is completely out of service (primary line);
- f) Disconnect in error by Qwest;<sup>3</sup>
- g) Requested service necessary for CLEC End User Customer's grand opening event delayed for facilities or equipment reasons with a future Ready For Service (RFS) date;
- h) Delayed orders with a future RFS date that meet any of the above described conditions;
- i) National Security;
- j) Business Classes of Service unable to dial 911 due to previous order activity; or
- k) Business Classes of Service where hunting, call forwarding or voice mail features are not working correctly due to previous order activity where the End User Customer's business is being critically affected.

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<sup>1</sup> Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16 (¶ 146).

<sup>2</sup> Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16 (¶ 147).

<sup>3</sup> Ordered by the Washington Commission in Docket No. UT-063061, Order No. 18 (¶¶ 118-119)

12.2.1.2.2 If none of the conditions described in Section 12.2.1.2.1 are met, Qwest will grant and process CLEC's expedite request, but the expedite charges in Exhibit A will apply, unless the need for the expedite is caused by Qwest.<sup>4</sup>

12.2.1.2.3 Nothing in this Section 12.2.1.2 alters whether a non-recurring installation charge in Exhibit A applies to the CLEC order pursuant to the terms of the applicable section of this Agreement. The expedite charge, if applicable, is separate from the installation charge.<sup>5</sup>

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<sup>4</sup> Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16 (¶ 147).

<sup>5</sup> Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16 (¶ 147).

		Recurring	Recurring, per Mile	Nonrecurring	REC	REC, per Mile	NRC
<b>9.20</b>	<b>Miscellaneous Charges</b>						
9.20.14	Expedite Charge, per Order			\$150.00			*
<b>Notes:</b>							
* This rate is interim, but not subject to true-up.							