

**Qwest Provided Cable Termination Rate Element Amendment  
to the Interconnection Agreement  
between  
Qwest Corporation and  
XO Washington, Inc.  
for the  
State of Washington**

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

**RECITALS**

WHEREAS, the Parties entered into an Interconnection Agreement ("Agreement") for service in the State of Washington which was allowed to go into effect by the Washington Utilities and Transportation Commission ("Commission") on April 30, 1997, as referenced in Docket No. UT-960356; 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 the terms, conditions and rates for Qwest Provided Cable Termination Rate Element, as set forth in Attachment 1 and Exhibit A, to this Amendment, attached hereto and incorporated herein by this reference.

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

**XO Washington, Inc.**

**Qwest Corporation**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name Printed/Typed

L. T. Christensen  
\_\_\_\_\_  
Name Printed/Typed

\_\_\_\_\_  
Title

Director-Interconnection Agreements  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## ATTACHMENT 1

### **Description:**

Qwest provided Cables are between CLEC Collocation and terminate on Qwest ICDF Frame. Collocation Cable Terminations will be provided and installed by Qwest at the request of the CLEC if CLEC chooses not to provide your own termination cables. These cables are available in the following types: DS0, DS1, DS3 and Fiber Terminations.

### **Ordering:**

Cables are ordered utilizing the "New, Change, Augment Collocation Application Form". When submitting your application indicate cable to be provided by Qwest and identify the quantity of terminations by type.

### **Rate Elements:**

Recurring and Non-recurring rate elements apply when the CLEC requests Qwest to supply CLEC Cable(s) as identified in Exhibit A.

## Exhibit A

			<b>Recurring</b>	<b>Non Recurring</b>	<b>Notes</b>
8.1.8	Collocation Terminations				
	8.1.8.1	DS0 Terminations			
		8.1.8.1.8	Cable (if supplied by Qwest), per Linear Foot, per 100 pair	\$0.0026	\$2.01
	8.1.8.2	DS1 Terminations			
		8.1.8.2.8	Cable (if supplied by Qwest), per Linear Foot, per 28 pair	\$0.0023	\$1.57
	8.1.8.3	DS3 Terminations			
		8.1.8.3.9	Cable (if supplied by Qwest), per Linear Foot, per DS3	\$0.0018	\$1.24
	8.1.8.4	Fiber Terminations			
		8.1.8.4.9	Cable (if supplied by Qwest), per Linear Foot, per 12 strands	\$0.0026	\$1.74