

**Amendment No. 1 to the
Exchange Carrier Services Local Interconnection Agreement
for Local Number Portability
between
Qwest Corporation, f/k/a U S West Communications, Inc.
and
Verizon Northwest Inc., f/k/a GTE Northwest Incorporated
for the State of Washington**

This Amendment (the "Amendment") shall be deemed effective on November 30, 2005 (the "Effective Date"), by and between Verizon Northwest Inc., f/k/a GTE Northwest Incorporated ("Verizon"), a Washington corporation with offices at 1800 41st Street, Everett, WA 98201, and Qwest Corporation, f/k/a U S West Communications, Inc., a Colorado corporation with offices at 1801 California Street, Denver, CO 80202 ("Qwest"). Verizon and Qwest being referred to collectively as the "Parties" and individually as a "Party". This Amendment covers services in the State of Washington (the "State")

WITNESSETH

WHEREAS, Verizon and Qwest entered into an EXCHANGE CARRIER SERVICES LOCAL INTERCONNECTION AGREEMENT (the "Underlying Agreement") that was made effective on June 30, 1997, and approved by the Washington Utilities and Transportation Commission on September 24, 1997.

WHEREAS, Verizon and Qwest desire to amend the Underlying Agreement to permit the Parties to provide Local Number Portability ("LNP") to end users of either Party and related items, according to the terms and conditions of this Amendment.

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:

The following terms and conditions are added for the provision of LNP and related items:

1. General

1.1 Local Number Portability

- 1.1.1 Scope.** The Parties shall provide Number Portability ("NP") in accordance with rules and regulations as from time to time prescribed by the Federal Communications Commission ("FCC") and State regulations.

- 1.1.2 Procedures for Providing LNP ("Local Number Portability"). The Parties will follow the LNP provisioning process recommended by the North American Numbering Council ("NANC") and Alliance for Telecommunications Industry Solutions ("ATIS") unless rejected by the FCC. In addition, the Parties agree to follow the LNP ordering procedures established at the Ordering and Billing Forum ("OBF"). The Parties shall provide LNP on a reciprocal basis.
- 1.1.3 The Parties shall comply with the roles and responsibilities as defined in the *LOCAL NUMBER PORTABILITY ADMINISTRATION WORKING GROUP (LNPA WG) INTERPRETATION OF N-1 CARRIER ARCHITECTURE* document as approved by the LNPA WG and endorsed by the North American Numbering Council (NANC).

2. Porting from Qwest to Verizon

2.1 Database and Query Services

- 2.1.1 Qwest query services and charges are defined in Qwest's FCC Tariff #1, Section 13.19.1, including End Office and Tandem Default Query Charges which are contained in Section 13 of the FCC Tariff #1 (Miscellaneous Service) and Database Query Charges which are contained in Section 20 of the FCC Tariff #1 (CCSAC Service Applications) if network and database compatibility exists.

2.2 Ordering

- 2.2.1 Standard Due Date Intervals. Service intervals for LNP are dependent on the type of LNP order, described as simple or complex. Qwest Service interval guidelines are found in the Service Interval Guide ("SIG"). <http://www.qwest.com/wholesale/guides/sig/index.html>

2.3 Access To Qwest Operational Support Systems ("OSS")

2.3.1 Description

- 2.3.1.1 Qwest has developed and shall continue to provide OSS interfaces using electronic gateways and manual processes for Wireline to Wireline LNP. These gateways act as a mediation or control point between Verizon's and Qwest's OSS. These gateways provide security for the interfaces, protecting the integrity of the Qwest OSS and databases. Qwest's OSS interfaces have been developed to support Pre-ordering, Ordering and Provisioning of LNP. This section describes the interfaces and manual processes that Qwest has developed and shall provide to Verizon. Additional technical information and details shall be provided by Qwest in training sessions and documentation and support, such as the "Interconnect Mediated Access User's Guide." Qwest will continue to make improvements to the electronic interfaces as technology evolves and Qwest's legacy systems improve.

Qwest shall provide notification to Verizon consistent with the general notification process.

2.3.2 Access to and Use of Qwest OSS Facilities.

- 2.3.2.1 Qwest OSS Facilities may be accessed and used by Verizon only to the extent necessary for Verizon's access to and use of Qwest OSS Services pursuant to the Agreement and this Amendment.
- 2.3.2.2 Qwest OSS Facilities may be accessed and used by Verizon only to provide Telecommunications Services to Verizon Customers.
- 2.3.2.3 Verizon shall restrict access to and use of Qwest OSS Facilities to Verizon. This Section 2.3 does not grant to Verizon any right or license to grant sublicenses to other persons, or permission to other persons (except Verizon's employees, agents and contractors, in accordance with Section 2.3.3.1 of this Amendment), to access or use Qwest OSS Facilities.
- 2.3.2.4 Verizon shall not (a) alter, modify or damage the Qwest OSS Facilities (including, but not limited to, Qwest software), (b) copy, remove, derive, reverse engineer, or decompile, software from the Qwest OSS Facilities, or (c) obtain access through Qwest OSS Facilities to Qwest databases, facilities, equipment, software, or systems, which are not offered for Verizon's use under this Section 2.3.
- 2.3.2.5 Verizon shall comply with all practices and procedures established by Qwest for access to and use of Qwest OSS Facilities (including, but not limited to, Qwest practices and procedures with regard to security and use of access and user identification codes).
- 2.3.2.6 All practices and procedures for access to and use of Qwest OSS Facilities, and all access and user identification codes for Qwest OSS Facilities: (a) shall remain the property of Qwest; (b) shall be used by Verizon only in connection with Verizon's use of Qwest OSS Facilities permitted by this Section 2.3; (c) shall be treated by Verizon as Confidential Information of Qwest pursuant to the Confidentiality provisions of the Agreement; and, (d) shall be destroyed or returned by Verizon to Qwest upon the earlier of request by Qwest or the expiration or termination of this Agreement.
- 2.3.2.7 Verizon's employees, agents and contractors may access and use Qwest OSS Facilities only to the extent necessary for Verizon's access to and use of the Qwest OSS Facilities permitted by the Agreement and this Amendment. Any

access to or use of Qwest OSS Facilities by Verizon's employees, agents, or contractors, shall be subject to the provisions of the Agreement and this Amendment, including, but not limited to the Confidentiality provisions of the Agreement and Section 2.3.3.3.2 of this Amendment.

2.3.3 Qwest OSS Information.

2.3.3.1 Subject to the provisions of this Section 2.3, in accordance with, but only to the extent required by, Applicable Law, Qwest grants to Verizon a non-exclusive license to use Qwest OSS Information.

2.3.3.2 All Qwest OSS Information shall at all times remain the property of Qwest. Except as expressly stated in this Section 2.3, Verizon shall acquire no rights in or to any Qwest OSS Information.

2.3.3.3 The provisions of this Section 2.3.3.3 shall apply to all Qwest OSS Information, except (a) CPNI of Verizon, and (b) CPNI of a Qwest Customer or a Verizon Customer, to the extent the Customer has authorized Verizon to use the CPNI.

2.3.3.3.1 Qwest OSS Information may be accessed and used by Verizon only to provide Telecommunications Services to Verizon Customers.

2.3.3.3.2 Verizon shall treat Qwest OSS Information that is designated by Qwest, through written or electronic notice (including, but not limited to, through the Qwest OSS Services), as "Confidential" or "Proprietary" as Confidential Information of Verizon pursuant to the Confidentiality provisions of the Agreement.

2.3.3.3.3 Except as expressly stated in this Section 2.1, neither the Agreement nor this Amendment grants to Verizon any right or license to grant sublicenses to other persons, or permission to other persons (except Verizon's employees, agents or contractors, in accordance with Section 3.1.5.3.4 of this Amendment), to access, use or disclose Qwest OSS Information.

2.3.3.3.4 Verizon's employees, agents and contractors may access, use and disclose Qwest OSS Information only to the extent necessary for Verizon's access to, and use and disclosure of, Qwest OSS Information permitted by this Section 2.3. Any access to, or use or disclosure of, Qwest OSS

Information by Verizon's employees, agents or contractors, shall be subject to the provisions of the Agreement and this Amendment, including, but not limited to, the Confidentiality provisions of the Agreement and Section 2.3.3.3.2 of this Amendment.

2.3.3.3.5 Verizon's license to use Qwest OSS Information shall expire upon the earliest of: (a) the time when the Qwest OSS Information is no longer needed by Verizon to provide Telecommunications Services to Verizon Customers; (b) termination of the license in accordance with this Section 2.1; or (c) expiration or termination of the Agreement.

2.3.3.3.6 All Qwest OSS Information received by Verizon shall be destroyed or returned by Verizon to Qwest, upon expiration, suspension or termination of the license to use such Qwest OSS Information.

2.3.3.4 Unless sooner terminated or suspended in accordance with the Agreement or this Section 2.3 (including, but not limited to, the Term and Termination provisions of the Agreement and Section 2.3.3.3.2 of this Amendment), Verizon's access to Qwest OSS Information through Qwest OSS Services shall terminate upon the expiration or termination of the Agreement.

2.4 OSS Support for Pre-Ordering, Ordering and Provisioning

2.4.1 LSR Ordering Process

2.4.1.1 Qwest shall provide electronic interface gateways for submission of LSRs, including both an Electronic Data Interchange ("EDI") interface and a Graphical User Interface ("GUI").

2.4.1.2 The interface guidelines for EDI are based upon the Order & Billing Forum ("OBF") Local Service Order Guidelines ("LSOG"), the Telecommunication Industry Forum ("TCIF") Customer Service Guidelines; and the American National Standards Institute/Accredited Standards Committee ("ANSI ASC") X12 protocols. Exceptions to the above guidelines/standards shall be specified in the EDI disclosure documents.

2.4.1.3 The GUI shall provide a single interface for Pre-Order and Order transactions from Verizon to Qwest and is browser based. The GUI interface shall be based on the LSOG and utilizes a WEB standard technology, Hyper Text Markup

Language ("HTML"), JAVA and the Transmission Control Protocol/Internet Protocol ("TCP/IP") to transmit messages.

2.4.2 Functions Pre Ordering

2.4.2.1 Qwest will provide real time, electronic access to pre-order functions to support Verizon's ordering via the electronic interfaces described herein. Qwest will make the following real time pre-order functions available to Verizon:

2.4.2.1.1 Access to Customer Service Records ("CSRs") for Qwest retail or resale Customers. The information will include Billing name, service address, Billing address, service and feature subscription, Directory Listing information, and long distance Carrier identity;

2.4.2.2 Dial-Up Capabilities

2.4.2.2.1 When Verizon requests from Qwest more than fifty (50) SecurIDs for use by Verizon customer service representatives at a single Verizon location, Verizon shall use a T1 line instead of dial-up access at that location. If Verizon is obtaining the line from Qwest, then Verizon shall be able to use SECURIDs until such time as Qwest provisions the T1 line and the line permits pre-order and order information to be exchanged between Qwest and Verizon.

2.4.2.3 FOC

2.4.2.3.1 When Verizon places an electronic order, Qwest will provide Verizon with an electronic FOC. The FOC will follow industry-standard formats and contain the Qwest Due Date for order completion.

2.4.2.3.2 When Verizon places a manual order, Qwest will provide Verizon with a manual FOC notice. The confirmation notice will follow industry-standard formats. The FOC will follow industry-standard formats and contain the Qwest Due Date for order completion.

2.4.2.3.3 When Verizon places an electronic order, Qwest shall provide notification electronically of any instances when (1) Qwest's Committed Due Dates are in jeopardy of not being met by Qwest on any service or (2) an order is rejected.

2.4.2.3.4 When Verizon places a manual order, Qwest shall provide notification of any instances when (1) Qwest's Committed Due Dates are in jeopardy of not being met by Qwest on any service or (2) an order is rejected.

2.4.2.4 Qwest will continue to make improvements to the electronic interfaces as the technology evolves, providing notification to Verizon consistent with the provisions of this Section.

2.4.3 Hours of Operation

2.4.3.1 Qwest Operational Support Systems will be available to Verizon consistent with the Qwest retail operations and internal processes that support pre-ordering, ordering and provisioning, maintenance and repair, and billing as they are described in this Amendment.

2.4.4 Modifications to OSS Interfaces

2.4.4.1 Release updates will be based on regulatory obligations as dictated by the FCC or Commissions, and, as time permits, evolving standards (e.g., data elements, protocols, transport networks, etc.) and guidelines issued by or referenced by relevant Alliance for Telecommunication Industry Solution (ATIS) Committees. Qwest will provide to Verizon the features list for modifications to the interface ninety (90) Days prior to any release date. Specifications for interface modifications will be provided to Verizon three (3) weeks prior to the release date. Verizon is required to upgrade to the current release within six (6) months of the installation date.

2.4.5 Wholesale Services ("WS") Systems Help Desk

2.4.5.1 The WS Systems Help Desk will provide a single point of entry for Verizon to gain assistance in areas involving connectivity and File Outputs. These areas are further described below.

2.4.5.2 Connectivity

2.4.5.2.1 Connectivity covers trouble with Verizon's access to the Qwest System for modem configuration requirements; T1 configuration and dial in string requirements; firewall access configuration; SecurID configuration; profile set up and password verification.

2.4.5.3 File Outputs

2.4.5.3.1 File outputs system errors are limited to IABS Bill and Category 11 Report.

2.4.5.4 The WS Systems Help Desk does not support status or trouble while the Service Order is processing through the Interconnect Service Center.

2.4.5.5 Hours of Operation

2.4.5.5.1 The WS Systems Help Desk is available as described at:
<http://www.qwest.com/wholesale/systems/productionsupport.html>.

2.5 OSS Interface Matters

2.5.1 Qwest will establish interface contingency plans and disaster recovery plans for the interfaces described in this Section. Verizon specific requests for modifications to such plans will be negotiated and mutually agreed upon between Qwest and Verizon.

2.5.2 Notification of Changes or Information for LNP

2.5.2.1 Verizon can subscribe to and Qwest will provide notices related to changes in Qwest OSS processes regarding LNP.

2.5.3 Verizon Responsibilities for Implementation of OSS Interfaces

2.5.3.1 Before Verizon implementation can begin, Verizon must completely and accurately answer the Customer Questionnaire.

2.5.3.2 Once Qwest receives a complete and accurate Customer Questionnaire, Qwest and Verizon will mutually agree upon time frames for implementation of connectivity between Verizon and the OSS interfaces.

2.5.4 Qwest Responsibilities for On-going Support for OSS Interfaces

2.5.4.1 Qwest will support previous EDI releases for six (6) months after the next subsequent EDI release has been deployed. Qwest will use all reasonable efforts to provide sufficient support to ensure that issues that arise in migrating to the new release are handled in a timely manner.

2.5.4.2 Qwest will provide written notice to Verizon of the need to migrate to a new release.

2.5.4.3 Qwest will provide an EDI Implementation Coordinator to work with Verizon for business scenario re-certification, migration and data conversion strategy definition.

- 2.5.4.4 Re-certification is the process by which Verizon demonstrates the ability to generate correct functional transactions for enhancements not previously certified. Qwest will provide the suite of tests for re-certification to Verizon with the issuance of the disclosure document.
- 2.5.4.5 Qwest shall provide training mechanisms for Verizon to pursue in educating its internal personnel. Qwest shall provide training necessary for Verizon to use Qwest's OSS interfaces and to understand Qwest's documentation, including Qwest's business rules.

2.5.5 Verizon Responsibilities for On-going Support for OSS Interfaces

- 2.5.5.1 If using the GUI interface, Verizon will take reasonable efforts to train Verizon personnel on the GUI functions that Verizon will be using.
- 2.5.5.2 An exchange protocol will be used to transport EDI formatted content. Verizon must perform certification testing of exchange protocol prior to using the EDI interface.
- 2.5.5.3 Qwest will provide Verizon with access to a stable testing environment that mirrors production to certify that its OSS will be capable of interacting smoothly and efficiently with Qwest's OSS. Qwest has established the following test processes to assure the implementation of a solid interface between Qwest and Verizon:
 - 2.5.5.3.1 Connectivity Testing – Verizon and Qwest will conduct connectivity testing. This test will establish the ability of the trading partners to send and receive EDI messages effectively. This test verifies the communications between the trading partners. Connectivity is established during each phase of the implementation cycle. This test is also conducted prior to controlled production and before going live in the production environment if Verizon or Qwest has implemented environment changes when moving into production.
 - 2.5.5.3.2 Stand-Alone Testing Environment (“SATE”) – Qwest's stand-alone testing environment will take pre-order and order requests, pass them to the stand-alone database, and return responses to Verizon during its development and implementation of EDI. The SATE provides Verizon the opportunity to validate its technical development efforts built via Qwest documentation without the need to schedule test times. This testing verifies Verizon's ability to

send correctly formatted EDI transactions through the EDI system edits successfully for both new and existing releases. SATE uses test account data supplied by Qwest. Qwest will make additions to the test beds and test accounts as it introduces new OSS electronic interface capabilities, including support of new products and services, new interface features, and functionalities. All SATE pre-order queries and orders are subjected to the same edits as production pre-order and order transactions. This testing phase is optional.

- 2.5.5.3.3 Interoperability Testing – Verizon has the option of participating with Qwest in Interoperability testing to provide Verizon with the opportunity to validate technical development efforts and to quantify processing results. Interoperability testing verifies Verizon’s ability to send correct EDI transactions through the EDI system edits successfully. Interoperability testing requires the use of valid data in Qwest production systems. All Interoperability pre-order queries and order transactions are subjected to the same edits as production orders. This testing phase is optional when Verizon has conducted Stand-Alone Testing successfully. Qwest shall process pre-order transactions in Qwest's production OSS and order transactions through the business processing layer of the EDI interfaces.
- 2.5.5.3.4 Controlled Production – Qwest and Verizon will perform controlled production. The controlled production process is designed to validate the ability of Verizon to transmit EDI data that completely meets X12 standards definitions and complies with all Qwest business rules. Controlled production consists of the controlled submission of actual Verizon production requests to the Qwest production environment. Qwest treats these pre-order queries and orders as production pre-order and order transactions. Qwest and Verizon use controlled production results to determine operational readiness. Controlled production requires the use of valid account and order data. All certification orders are considered to be live orders and will be provisioned.
- 2.5.5.3.5 If Verizon is using EDI, Qwest shall provide Verizon with a pre-allotted amount of time to complete certification of its business scenarios. Qwest will allow Verizon a reasonably sufficient amount of

time during the day and a reasonably sufficient number of days during the week to complete certification of its business scenarios consistent with the Verizon's business plan. It is the sole responsibility of Verizon to schedule an appointment with Qwest for certification of its business scenarios. Verizon must make every effort to comply with the agreed upon dates and times scheduled for the certification of its business scenarios. If the certification of business scenarios is delayed due to Verizon, it is the sole responsibility of Verizon to schedule new appointments for certification of its business scenarios. Qwest will make reasonable efforts to accommodate Verizon schedule. Conflicts in the schedule could result in certification being delayed. If a delay is due to Qwest, Qwest will honor Verizon's schedule through the use of alternative hours.

2.5.5.4 If Verizon is using the EDI interface, Verizon must work with Qwest to certify the business scenarios that Verizon will be using in order to ensure successful transaction processing. Qwest and Verizon shall mutually agree to the business scenarios for which Verizon requires certification. Certification will be granted for the specified release of the EDI interface. If Verizon is certifying multiple products or services, Verizon has the option of certifying those products or services serially or in parallel where Technically Feasible.

2.5.5.4.1 For a new software release or upgrade, Qwest will provide Verizon a stable testing environment that mirrors the production environment in order for Verizon to test the new release. For software releases and upgrades, Qwest has implemented the testing processes set forth in this Section.

2.5.5.5 New releases of the EDI interface may require re-certification of some or all business scenarios. A determination as to the need for re-certification will be made by the Qwest coordinator in conjunction with the release manager of each IMA EDI release. Notice of the need for re-certification will be provided to Verizon as the new release is implemented. The suite of re-certification test scenarios will be provided to Verizon with the disclosure document. If Verizon is certifying multiple products or services, Verizon has the option of certifying those products or services serially or in parallel, where Technically Feasible.

2.5.5.6 Verizon will contact the Qwest EDI Implementation Coordinator to initiate the migration process. Verizon may not

need to certify to every new EDI release, however, Verizon must complete the re-certification and migration to the new EDI release within six (6) months of the deployment of the new release. Verizon will use reasonable efforts to provide sufficient support and personnel to ensure that issues that arise in migrating to the new release are handled in a timely manner.

- 2.5.5.7 The following rules apply to initial development and certification of EDI interface versions and migration to subsequent EDI interface versions:
 - 2.5.5.7.1 Stand Alone and/or Interoperability testing must begin on the prior release before the next release is implemented. Otherwise, Verizon will be required to move its implementation plan to the next release.
 - 2.5.5.7.2 New EDI users must be certified and in production with at least one product and one order activity type on a prior release two (2) months after the implementation of the next release. Otherwise, Verizon will be required to move its implementation plan to the next release.
 - 2.5.5.7.3 Any EDI user that has been placed into production on the prior release not later than two (2) months after the next release implementation may continue certifying additional products and activities until two (2) months prior to the retirement of the release. To be placed into production, the products/order activities must have been tested in the SATE or Interoperability environment before two (2) months after the implementation of the next release.
- 2.5.5.8 Verizon will be expected to execute the re-certification test cases in the stand-alone and/or Interoperability test environments. Verizon will provide Purchase Order Numbers (PONs) of the successful test cases to Qwest.
- 2.5.5.9 In addition to the testing set forth in other sections of Section 3.6.5, upon request by Verizon, Qwest shall enter into negotiations for comprehensive production test procedures. In the event that agreement is not reached, Verizon shall be entitled to employ, at its choice, the Dispute Resolution procedures of the Agreement or expedited resolution through request to the state Commission to resolve any differences. In such cases, Verizon shall be entitled to testing that is reasonably necessary to accommodate identified business plans or operations needs, accounting for any other testing relevant to those plans or needs. As part of the resolution of such dispute, there shall be considered the issue of assigning

responsibility for the costs of such testing. Absent a finding that the test scope and activities address issues of common interest to the ILEC community, the costs shall be assigned to the ILEC requesting the test procedures.

2.5.6 Support

2.5.6.1 Qwest shall provide documentation and assistance for Verizon to understand how to implement and use all of the available OSS functions. Qwest shall provide to Verizon in writing any internal business rules and other formatting information necessary to ensure that Verizon's requests and orders are processed efficiently. This assistance will include, but is not limited to, contacts to the ILEC account team, training, documentation, and ILEC Help Desk. Qwest will also supply Verizon with an escalation level contact list in the event issues are not resolved via contacts to the ILEC account team, training, documentation and ILEC Help Desk.

2.5.6.2 Help Desk

2.5.6.2.1 The Systems Help Desk will provide a single point of entry for Verizon to gain assistance in areas involving connectivity, system availability, and file outputs. The Systems Help Desk areas are further described below.

2.5.6.2.2 Connectivity covers trouble with Verizon's access to the Qwest system for hardware configuration requirements with relevance to EDI and GUI interfaces; software configuration requirements with relevance to EDI and GUI interfaces; modem configuration requirements, T1 configuration and dial-in string requirements, firewall access configuration, SecurID configuration, Profile Setup, and password verification.

2.5.6.2.3 System Availability covers system errors generated during an attempt by Verizon to place orders or open trouble reports through EDI and GUI interfaces. These system errors are limited to: Resale/POTS; UNE POTS; Design Services and Repair.

2.5.6.3 Additional assistance to Verizon is available through various public web sites. These web sites provide electronic interface training information and user documentation and technical specifications and are located on Qwest's wholesale web site. Qwest will provide Interconnect Service Center Help Desks which will provide a single point of contact for Verizon to gain

assistance in areas involving order submission and manual processes.

2.5.7 Liabilities and Remedies.

2.5.7.1 Any breach by Verizon, or Verizon's employees, agents or contractors, of the provisions of Sections 2.1 or 2.2, including all subsections, of this Amendment shall be deemed a material breach of this Agreement. In addition, if Verizon or an employee, agent or contractor of Verizon at any time breaches a provision of Sections 2.1 or 2.2, including all subsections, of this Amendment and such breach continues for more than ten (10) days after written notice thereof from Qwest, then, except as otherwise required by Applicable Law, Qwest shall have the right, upon notice to Verizon, to suspend the license to use Qwest OSS Information granted by Section 2.3.3.3.2 of this Amendment and/or the provision of Qwest OSS Services, in whole or in part.

2.5.7.2 Verizon agrees that Qwest would be irreparably injured by a breach of Sections 2.1 or 2.2 of this Amendment by Verizon or the employees, agents or contractors of Verizon, and that Qwest shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any such breach. Such remedies shall not be deemed to be the exclusive remedies for any such breach, but shall be in addition to any other remedies available under the Agreement, this Amendment or at law or in equity.

2.5.8 Relation to Applicable Law.

2.5.8.1 The provisions of Sections 2.1 and, 2.2 of this Amendment with regard to the confidentiality of information shall be in addition to and not in derogation of any provisions of Applicable Law with regard to the confidentiality of information, including, but not limited to, 47 U.S.C. § 222, and are not intended to constitute a waiver by Qwest of any right with regard to protection of the confidentiality of the information of Qwest or Qwest Customers provided by Applicable Law.

2.5.9 Cooperation.

2.5.9.1 Verizon, at Verizon's expense, shall reasonably cooperate with Qwest in using Qwest OSS Services. Such cooperation shall include, but not be limited to, the following:

2.5.9.1.1 Upon request by Qwest, Verizon shall by no later than the fifteenth (15th) day of the last month of each Calendar Quarter submit to Qwest reasonable, good faith estimates of the volume of

each type of OSS transaction that Verizon anticipates submitting in each week of the next Calendar Quarter.

2.5.9.1.2 Verizon shall reasonably cooperate with Qwest in submitting orders for Qwest Services and otherwise using the Qwest OSS Services, in order to avoid exceeding the capacity or capabilities of such Qwest OSS Services.

2.5.9.2 Verizon shall participate in cooperative testing of Qwest OSS Services and shall provide assistance to Qwest in identifying and correcting mistakes, omissions, interruptions, delays, errors, defects, faults, failures, or other deficiencies, in Qwest OSS Services.

2.5.10 Qwest Access to Information Related to Verizon Customers.

2.5.10.1 Qwest shall have the right to access, use and disclose information related to Verizon Customers that is in Qwest's possession (including, but not limited to, in Qwest OSS Facilities) to the extent such access, use and/or disclosure has been authorized by the Verizon Customer in the manner required by Applicable Law.

3. Porting from Verizon to Qwest

3.1 Operations Support Systems (OSS) Services

3.1.1 Definitions. The terms listed below shall have the meanings stated below:

3.1.1.1 Verizon Operations Support Systems: Verizon systems for pre-ordering, ordering, provisioning, maintenance and repair, and billing.

3.1.1.2 Verizon OSS Services: Access to Verizon Operations Support Systems functions. The term "Verizon OSS Services" includes, but is not limited to "Verizon OSS Information", as defined in Section 3.1.1.4 of this Amendment.

3.1.1.3 Verizon OSS Facilities: Any gateways, interfaces, databases, facilities, equipment, software, or systems, used by Verizon to provide Verizon OSS Services to Qwest.

3.1.1.4 Verizon OSS Information: Any information accessed by, or disclosed or provided to, Qwest through or as a part of Verizon OSS Services. The term "Verizon OSS Information" includes, but is not limited to any Customer Information related to a Verizon Customer or a Qwest Customer

accessed by, or disclosed or provided to, Qwest through or as a part of Verizon OSS Services

- 3.1.1.5 Verizon Retail Telecommunications Service: Any Telecommunications Service that Verizon provides at retail to subscribers that are not Telecommunications Carriers (as defined in the Act). The term "Verizon Retail Telecommunications Service" does not include any Exchange Access service (as defined in Section 3(16) of the Act, 47 U.S.C. § 153(16)) provided by Verizon.
- 3.1.1.6 Customer Information: CPNI of a Customer and any other non-public, individually identifiable information about a Customer or the purchase by a Customer of the services or products of a Party.
- 3.1.1.7 Applicable Law: All effective laws, government regulations and government orders, applicable to each Party's performance of its obligations under the Agreement or this Amendment.
- 3.1.1.8 Calendar Quarter: January through March, April through June, July through September, or October through December.
- 3.1.1.9 CPNI (Customer Proprietary Network Information): Has the meaning set forth in Section 222 of the Act, 47 U.S.C. § 222.
- 3.1.1.10 Customer: A third party residence or business end-user subscriber to Telephone Exchange Services (as defined in the Act) provided by either of the Parties.

3.1.2 Verizon OSS Services.

- 3.1.2.1 Upon request by Qwest, Verizon shall provide to Qwest Verizon OSS Services. Such Verizon OSS Services will be provided in accordance with, but only to the extent required by, Applicable Law.
- 3.1.2.2 Subject to the requirements of Applicable Law, Verizon Operations Support Systems, Verizon Operations Support Systems functions, Verizon OSS Facilities, Verizon OSS Information, and the Verizon OSS Services that will be offered by Verizon, shall be as determined by Verizon. Subject to the requirements of Applicable Law, Verizon shall have the right to change Verizon Operations Support Systems, Verizon Operations Support Systems functions, Verizon OSS Facilities, Verizon OSS Information, and the Verizon OSS Services, from time-to-time, without the consent of Qwest.

3.1.2.3 To the extent required by Applicable Law, in providing Verizon OSS Services to Qwest, Verizon will comply with Verizon's applicable OSS Change Management Guidelines, as such Guidelines are modified from time-to-time, including, but not limited to, the provisions of the Guidelines related to furnishing notice of changes in Verizon OSS Services. Verizon's OSS Change Management Guidelines will be set out on a Verizon website.

3.1.3 [Intentionally Left Blank]

3.1.4 Access to and Use of Verizon OSS Facilities.

3.1.4.1 Verizon OSS Facilities may be accessed and used by Qwest only to the extent necessary for Qwest's access to and use of Verizon OSS Services pursuant to the Agreement and this Amendment.

3.1.4.2 Verizon OSS Facilities may be accessed and used by Qwest only to provide Telecommunications Services to Qwest Customers.

3.1.4.3 Qwest shall restrict access to and use of Verizon OSS Facilities to Qwest. This Section 3.1 does not grant to Qwest any right or license to grant sublicenses to other persons, or permission to other persons (except Qwest's employees, agents and contractors, in accordance with Section 3.1.4.7 of this Amendment), to access or use Verizon OSS Facilities.

3.1.4.4 Qwest shall not (a) alter, modify or damage the Verizon OSS Facilities (including, but not limited to, Verizon software), (b) copy, remove, derive, reverse engineer, or decompile, software from the Verizon OSS Facilities, or (c) obtain access through Verizon OSS Facilities to Verizon databases, facilities, equipment, software, or systems, which are not offered for Qwest's use under this Section 3.1.

3.1.4.5 Qwest shall comply with all practices and procedures established by Verizon for access to and use of Verizon OSS Facilities (including, but not limited to, Verizon practices and procedures with regard to security and use of access and user identification codes).

3.1.4.6 All practices and procedures for access to and use of Verizon OSS Facilities, and all access and user identification codes for Verizon OSS Facilities: (a) shall remain the property of Verizon; (b) shall be used by Qwest only in connection with Qwest's use of Verizon OSS Facilities permitted by this Section 3.1; (c) shall be treated by Qwest as Confidential Information of Verizon pursuant to the Confidentiality

provisions of the Agreement; and, (d) shall be destroyed or returned by Qwest to Verizon upon the earlier of request by Verizon or the expiration or termination of this Agreement.

3.1.4.7 Qwest's employees, agents and contractors may access and use Verizon OSS Facilities only to the extent necessary for Qwest's access to and use of the Verizon OSS Facilities permitted by the Agreement and this Amendment. Any access to or use of Verizon OSS Facilities by Qwest's employees, agents, or contractors, shall be subject to the provisions of the Agreement and this Amendment, including, but not limited to the Confidentiality provisions of the Agreement and Section 3.1.5.3.2 of this Amendment.

3.1.5 Verizon OSS Information.

3.1.5.1 Subject to the provisions of this Section 3.1, in accordance with, but only to the extent required by, Applicable Law, Verizon grants to Qwest a non-exclusive license to use Verizon OSS Information.

3.1.5.2 All Verizon OSS Information shall at all times remain the property of Verizon. Except as expressly stated in this Section 3.1, Qwest shall acquire no rights in or to any Verizon OSS Information.

3.1.5.3 The provisions of this Section 3.1.5.3 shall apply to all Verizon OSS Information, except (a) CPNI of Qwest, and (b) CPNI of a Verizon Customer or a Qwest Customer, to the extent the Customer has authorized Qwest to use the CPNI.

3.1.5.3.1 Verizon OSS Information may be accessed and used by Qwest only to provide Telecommunications Services to Qwest Customers.

3.1.5.3.2 Qwest shall treat Verizon OSS Information that is designated by Verizon, through written or electronic notice (including, but not limited to, through the Verizon OSS Services), as "Confidential" or "Proprietary" as Confidential Information of Verizon pursuant to the Confidentiality provisions the Agreement.

3.1.5.3.3 Except as expressly stated in this Section 3.1, neither the Agreement nor this Amendment grants to Qwest any right or license to grant sublicenses to other persons, or permission to other persons (except Qwest's employees, agents or contractors, in accordance with Section 3.1.5.3.4 of this Amendment), to access, use or disclose Verizon OSS Information.

- 3.1.5.3.4 Qwest's employees, agents and contractors may access, use and disclose Verizon OSS Information only to the extent necessary for Qwest's access to, and use and disclosure of, Verizon OSS Information permitted by this Section 3.1. Any access to, or use or disclosure of, Verizon OSS Information by Qwest's employees, agents or contractors, shall be subject to the provisions of the Agreement and this Amendment, including, but not limited to, the Confidentiality provisions of the Agreement and Section 3.1.5.3.2 of this Amendment.
- 3.1.5.3.5 Qwest's license to use Verizon OSS Information shall expire upon the earliest of: (a) the time when the Verizon OSS Information is no longer needed by Qwest to provide Telecommunications Services to Qwest Customers; (b) termination of the license in accordance with this Section 3.1; or (c) expiration or termination of the Agreement.
- 3.1.5.3.6 All Verizon OSS Information received by Qwest shall be destroyed or returned by Qwest to Verizon, upon expiration, suspension or termination of the license to use such Verizon OSS Information.
- 3.1.5.4 Unless sooner terminated or suspended in accordance with the Agreement or this Section 3.1 (including, but not limited to, the Term and Termination provisions of the Agreement and Section 3.1.6.1 of this Amendment), Qwest's access to Verizon OSS Information through Verizon OSS Services shall terminate upon the expiration or termination of the Agreement.
- 3.1.5.5 Audits.
 - 3.1.5.5.1 Verizon shall have the right (but not the obligation) to audit Qwest to ascertain whether Qwest is complying with the requirements of Applicable Law, the Agreement and this Amendment with regard to Qwest's access to, and use and disclosure of, Verizon OSS Information.
 - 3.1.5.5.2 Without in any way limiting any other rights Verizon may have under the Agreement, this Amendment or Applicable Law, Verizon shall have the right (but not the obligation) to monitor Qwest's access to and use of Verizon OSS Information which is made available by Verizon to Qwest pursuant to this Amendment, to ascertain whether Qwest is

complying with the requirements of Applicable Law, the Agreement and this Amendment, with regard to Qwest's access to, and use and disclosure of, such Verizon OSS Information. The foregoing right shall include, but not be limited to, the right (but not the obligation) to electronically monitor Qwest's access to and use of Verizon OSS Information which is made available by Verizon to Qwest through Verizon OSS Facilities.

3.1.5.5.3 Information obtained by Verizon pursuant to this Section 3.1.5.5 shall be treated by Verizon as Confidential Information of Qwest pursuant to the Confidentiality provisions of the Agreement; provided that, Verizon shall have the right (but not the obligation) to use and disclose information obtained by Verizon pursuant to Section 3.1.5.5 of this Amendment to enforce Verizon's rights under the Agreement, this Amendment or Applicable Law.

3.1.5.6 Qwest acknowledges that the Verizon OSS Information, by its nature, is updated and corrected on a continuous basis by Verizon, and therefore that Verizon OSS Information is subject to change from time to time.

3.1.6 Liabilities and Remedies.

3.1.6.1 Any breach by Qwest, or Qwest's employees, agents or contractors, of the provisions of Sections 3.1.4 or 3.1.5 of this Amendment shall be deemed a material breach of this Agreement. In addition, if Qwest or an employee, agent or contractor of Qwest at any time breaches a provision of Sections 3.1.4 or 3.1.5 of this Amendment and such breach continues for more than ten (10) days after written notice thereof from Verizon, then, except as otherwise required by Applicable Law, Verizon shall have the right, upon notice to Qwest, to suspend the license to use Verizon OSS Information granted by Section 3.1.5.1 of this Amendment and/or the provision of Verizon OSS Services, in whole or in part.

3.1.6.2 Qwest agrees that Verizon would be irreparably injured by a breach of Sections 3.1.4 or 3.1.5 of this Amendment by Qwest or the employees, agents or contractors of Qwest, and that Verizon shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any such breach. Such remedies shall not be deemed to be the exclusive remedies for any such breach, but shall be in addition to any other remedies available under the Agreement, this Amendment or at law or in equity.

3.1.7 Relation to Applicable Law.

3.1.7.1 The provisions of Sections 3.1.4, 3.1.5 and 3.1.6 of this Amendment with regard to the confidentiality of information shall be in addition to and not in derogation of any provisions of Applicable Law with regard to the confidentiality of information, including, but not limited to, 47 U.S.C. § 222, and are not intended to constitute a waiver by Verizon of any right with regard to protection of the confidentiality of the information of Verizon or Verizon Customers provided by Applicable Law.

3.1.8 Cooperation.

3.1.8.1 Qwest, at Qwest's expense, shall reasonably cooperate with Verizon in using Verizon OSS Services. Such cooperation shall include, but not be limited to, the following:

3.1.8.1.1 Upon request by Verizon, Qwest shall by no later than the fifteenth (15th) day of the last month of each Calendar Quarter submit to Verizon reasonable, good faith estimates of the volume of each type of OSS transaction that Qwest anticipates submitting in each week of the next Calendar Quarter.

3.1.8.1.2 Qwest shall reasonably cooperate with Verizon in submitting orders for Verizon Services and otherwise using the Verizon OSS Services, in order to avoid exceeding the capacity or capabilities of such Verizon OSS Services.

3.1.8.2 Qwest shall participate in cooperative testing of Verizon OSS Services and shall provide assistance to Verizon in identifying and correcting mistakes, omissions, interruptions, delays, errors, defects, faults, failures, or other deficiencies, in Verizon OSS Services.

3.1.9 Verizon Access to Information Related to Qwest Customers.

3.1.9.1 Verizon shall have the right to access, use and disclose information related to Qwest Customers that is in Verizon's possession (including, but not limited to, in Verizon OSS Facilities) to the extent such access, use and/or disclosure has been authorized by the Qwest Customer in the manner required by Applicable Law.

3.1.10 Cancellations.

3.1.10.1 Verizon may cancel orders for service which have had no activity within thirty-one (31) consecutive calendar days after the original service due date.

3.1.11 LSR Ordering Process.

3.1.11.1 Qwest shall submit orders to port numbers electronically using a LSR via the Verizon web Graphical User Interface ("GUI") or Electronic Data Interface ("EDI") pursuant to the instructions, business rules and guidelines set forth on the Verizon website (www.22verizon.com/wholesale/) including, but not limited to, the following specific Verizon wholesale websites:

<http://www22.verizon.com/wholesale/systemsmeasures/local/systems/wise/csiguide/index.htm>;

<http://www22.verizon.com/wholesale/local/order/guide/1,,W est-ct-responses,00.html>

4. AMENDMENTS; WAIVERS


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.

5. 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, amendments, 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. Unless altered by this Amendment, all terms and conditions of the Underlying Agreement shall remain in full force and effect. In the event of any conflicts between this Amendment and the Underlying Agreement, the Amendment shall control.

Verizon Northwest Inc.



Signature

Jeffrey A. Masoner

Vice President – Interconnection Services
Policy and Planning

12/2/05
Date

Qwest Corporation



Signature

Dan E. Hult

Director – Carrier Relations

11/28/05
Date