

**Operator Services Amendment
to the
Interconnection Agreement
between
Qwest Corporation
and
Allegiance Telecom of Washington, Inc.**

This Amendment ("Amendment") is to the Interconnection Agreement between Qwest Corporation (f/k/a U S WEST Communications, Inc.) ("Qwest"), a Colorado corporation, and Allegiance Telecom of Washington, Inc. ("CLEC").

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement, for service in the State of Washington, that approved by the Washington Utilities and Transportation Commission ("Commission") on September 22, 1999, as referenced in Docket No. UT-990384. ("Agreement"); and

WHEREAS, the Parties wish to amend the Agreement by adding 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

This Amendment is made in order to replace the existing terms, conditions and rates for Operator Services, in its entirety, with the language and rates set forth in Attachment 1 and Exhibit A, attached hereto and incorporated herein.

2. Effective Date

This Amendment shall be deemed effective June 19, 2002 ("Effective Date"). 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.

3. 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.

4. 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.

Allegiance Telecom of Washington, Inc.

Qwest Corporation

Authorized Signature

Authorized Signature

Name Printed/Typed

L. T. Christensen

Name Printed/Typed

Title

Director – Business Policy

Title

Date

Date

ATTACHMENT 1

OPERATOR SERVICES

1. SCOPE

1.1 This Amendment sets forth the terms and conditions for the provision of the Services by Qwest to CLEC. The Services will be provided by live operators or computers and include the following:

1.1.1 Local Assistance - Provide assistance to CLEC's end user requesting help or information on placing or completing local calls, connecting to home NPA directory assistance, and provide such other information and guidance, including referral to business office and repair numbers, as may be consistent with Qwest's customary practice for providing customer assistance.

1.1.1.1 Emergency Assistance - Provide assistance for handling the emergency local and intraLATA toll calls to emergency agencies of CLEC's end user, including, but not limited to, police, sheriff, highway patrol and fire. CLEC will be responsible for providing Qwest with the appropriate emergency agencies numbers and updates.

1.1.1.2 Busy Line Verify ("BLV") - Performed when CLEC's end user requests assistance from the operator to determine if the called line is in use. The operator will not complete the call for the end user initiating the BLV inquiry. Only one BLV attempt will be made per end user call, and a charge will apply.

1.1.1.3 Busy Line Interrupt ("BLI") - Performed when CLEC's end user requests assistance from the operator to interrupt a telephone call in progress after BLV has occurred. The operator will interrupt the busy line and inform the called party that there is a call waiting. The operator will only interrupt the busy line and will not connect CLEC's end user and the called party. The operator will make only one BLI attempt per end user call and the applicable charge applies whether or not the called party releases the line.

1.1.1.4 Quote Service - Provide time and charges to hotel/motel and other end users of CLEC for guest/account identification.

1.1.1.5 Coin Refund Requests - Provide information regarding CLEC's end users requesting coin refunds

1.1.2 IntraLATA Toll Assistance - Qwest will direct CLEC's end user to contact their carrier to complete intraLATA toll calls.

1.1.3 Branding - Announces CLEC's name at the introduction and conclusion of the call, where technically feasible. Qwest will record the Brand.

2. TERMS AND CONDITIONS

2.1 CLEC elects to receive the following Operator Services:

Local Assistance	_____
Emergency Assistance	_____
Busy Line Verify	_____
Busy Line Interrupt	_____
Quote Service	_____
Coin Refund Requests	_____
IntraLATA Toll Assistance	_____
Branding	_____

2.2 Interconnection to Qwest Services from an end office to Qwest is technically feasible at two distinct points on the trunk side of the switch. The first connection point is an operator services trunk connected directly to Qwest's Operator Services host switch. The second connection point is an operator services trunk connected directly to a remote Qwest Operator Services switch.

2.3 Trunk provisioning and facility ownership will follow the guidelines recommended by the Trunking and Routing, IOF and Switch sub-teams. All trunk interconnections will be digital.

2.4 Operator Services interconnection will require a dedicated operator services type trunk, per NPA, between the end office and the interconnection point on Qwest's switch. Subject to availability and capacity, access may be provided via operator services trunks purchased from Qwest or provided by CLEC via collocation arrangements to route calls to CLEC's platform.

2.5 The technical requirements of operator services type trunks and the circuits to connect the positions to the host are covered in the Operator Services Systems Generic Requirement (OSSGR), Bellcore Document No. FR-NWT-000271, Section 6 (Signaling) and Section 10 (System Interfaces) in general requirements form.

2.6 CLEC will provide separate (not the local/intraLATA trunks) no-test trunks to Qwest's BLV-BLI validation hubs or to Qwest's operator services switches.

2.7 Qwest will perform Services provided under this Amendment in accordance with operating methods, practices, and standards in effect for all its end users. Nothing in this Amendment is intended to obligate Qwest to provide any toll services to CLEC or CLEC's end users.

2.8 It is understood that Qwest will have no obligation to supply a Service where facilities or technical abilities are limited. Qwest, in its reasonable discretion, may modify and change the nature, extent and detail of the Services from time to time during the term hereof.

2.9 CLEC will complete the "Qwest Operator Services/Directory Assistance Questionnaire for Local Service Providers" to request Services, and CLEC represents that the information is true and correct to the best of its knowledge and belief.

2.10 Qwest will maintain adequate equipment and personnel to reasonably perform the Services. CLEC will provide and maintain the facilities necessary to connect its end

users to the place(s) where Qwest provides the Services and to provide all information and data needed or reasonably requested by Qwest in order to perform the Services.

3. CHARGES

The charges for the Services provided by Qwest under this Amendment are listed in Exhibit A of this Amendment.

4. BILLING

- 4.1. Qwest will track usage and bill CLEC, and CLEC will pay Qwest for the calls placed by CLEC's end users and facilities.
- 4.2. Usage will be calculated according to Option A (Price Per Message) and Option B (Price Per Work Second and Computer Handled Calls), as defined in Exhibit A, and Qwest will charge CLEC whichever is lower.
- 4.3. If, due to equipment malfunction or other error, Qwest does not have available the necessary information to compile an accurate billing statement, Qwest may render a reasonably estimated statement, but will notify CLEC of the methods of such estimate and cooperate in good faith with CLEC to establish a fair, equitable estimate. Qwest will render a statement reflecting actual billable quantities when and if the information necessary for the billing statement becomes available.
- 4.4. CLEC alone and independently establishes all prices it charges its end users for Services provided by means of this Amendment, and Qwest is not liable or responsible for the collection of any such amounts.
- 4.5. If Branding is selected, a non-recurring charge for studio set-up and recording will apply. The non-recurring studio/recording charge will be assessed each time the brand message is changed. The non-recurring charge to load the switches will be assessed each time there is any type of change to the switch. (CLECs offering service in more than one state will be assessed a one time only non-recurring charge for studio set-up and recording.) The non-recurring charge(s) must be paid prior to commencement of service.

5. PAYMENT

- 5.1. Amounts payable under this Amendment are due and payable within thirty (30) days after the date of statement.
- 5.2. Unless prohibited by law, any amount due and not paid by the due date stated above will be subject to a late charge equal to either: (i) 0.03 percent per day compounded daily for the number of calendar days from the payment due date to and including, the date of payment, that would result in an annual percentage rate of 12%; or (ii) the highest lawful rate, whichever is less.
- 5.3. Should CLEC dispute any portion of the statement under this Amendment, CLEC will notify Qwest in writing within thirty (30) days of the receipt of such billing, identifying the amount and details of such dispute. CLEC will pay all amounts due. Both CLEC and Qwest agree to expedite the investigation of any disputed amounts in an effort to resolve and settle the dispute prior to initiating any other rights or remedies.

