

**ISP-Bound Traffic Reciprocal Compensation Amendment
to the Interconnection Agreement between
Qwest Corporation and
Level 3 Communications, LLC
for the State of STATE**

This is an Amendment (“Amendment”) to incorporate recent decisions concerning ISP-bound reciprocal compensation into the Interconnection Agreement between Qwest Corporation (“Qwest”), a Colorado corporation and Level 3 Communications, LLC (“CLEC”). CLEC and Qwest shall be known jointly as the (“Parties”).

RECITALS

WHEREAS, CLEC and Qwest entered into an Interconnection Agreement (such Interconnection Agreement, as amended to date, being referred to herein as the “Agreement”) for services in the state of [STATE] which was approved by the [STATE] Commission (“Commission”) ; and

WHEREAS, the FCC released Order FCC 04-241 on October 18, 2004, in *Petition of Core Communications, Inc. for Forbearance Under 47 U.S.C. 160(c) from Application of the ISP Remand Order*, WC Docket No. 03-171, effective October 8, 2004 (“Core Forbearance Petition”), which modified the terms under which the Parties must compensate each other for termination of internet service provider bound traffic (“ISP-bound traffic”); and

WHEREAS, the Parties wish to amend the Agreement to comply with the Core Forbearance Petition and hereby agree to do so 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:

I. Amendment Terms

To the extent further applicable, the Agreement is hereby amended to incorporate the Core Forbearance Petition by changing or adding terms and conditions related to compensation for termination of ISP-bound traffic as set forth in Attachment 1 to this Amendment, attached hereto and incorporated herein by this reference.

II. Limitations

Nothing in this Amendment shall be deemed an admission by Qwest or CLEC concerning the interpretation or effect of the Core Forbearance Petition, nor rules, regulations, interpretations,

and appeals thereof, including but not limited to state rules, regulations, and laws as they may be issued or promulgated regarding the same. Nothing in this Amendment shall preclude or estop Qwest or CLEC from taking any position in any forum concerning the proper interpretation or effect the Core Forbearance Petition or concerning whether the Core Forbearance Petition should be changed, vacated, dismissed, stayed or modified.

III. Conflicts

In the event of a conflict between this Amendment and the terms and conditions of the Agreement, this Amendment shall control, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement shall not be interpreted as, or deemed a grounds for finding, a conflict for purposes of this Section III.

IV. Effective Date

This Amendment shall be deemed effective upon approval by the Commission except where the change of law provision in CLEC's Interconnection Agreement specifies a different effective date.

V. Further Amendments

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.

VI. 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.

Level 3 Communications, LLC

Qwest Corporation

Signature

Signature

Name Printed/Typed

L.T. Christensen

Name Printed/Typed

Title

Director – Interconnection Agreements

Title

Date

Date

ATTACHMENT 1

1. Compensation for ISP-Bound Traffic

1.1 Subject to the terms of this Section, intercarrier compensation for ISP-bound traffic exchanged between Qwest and CLEC will be billed as follows, without limitation as to the number of MOU ("minutes of use") or whether the MOU are generated in "new markets" as that term has been defined by the FCC:

\$.0007 per MOU or the state ordered rate, whichever is lower.

1.2 Identification of ISP-Bound traffic -- Qwest will presume traffic delivered to CLEC that exceeds a 3:1 ratio of terminating (Qwest to CLEC) to originating (CLEC to Qwest) traffic is ISP-bound traffic. Either Party may rebut this presumption by demonstrating the factual ratio to the state Commission. Traffic exchanged that is not ISP bound traffic will be considered to be section 251(b)(5) traffic. The provisions in this amendment apply regardless of how the ISP-bound traffic is determined.

1.3 Qwest will not pay reciprocal compensation on traffic, including ISP-bound traffic, originated by the Qwest end user customer that is not terminated to the CLEC's end user customer physically located within the same Qwest local calling area (as approved by the state Commission) as the originating caller, regardless of the NPA-NXX dialed and, specifically, regardless of whether the CLEC's end user customer is assigned an NPA-NXX associated with a rate center in which the Qwest customer is physically located (a/k/a "VNXX Traffic"). Qwest's agreement to the terms in this paragraph is without waiver or prejudice to Qwest's position that it has never agreed to exchange VNXX Traffic with CLEC.

1.4 For the purpose of Relative Use Factor (RUF) calculation, if and where applicable to facilities charges within the Agreement, CLEC is responsible for all ISP-bound traffic originated by the Qwest end user customer and all traffic, including ISP-bound, that is not terminated to the CLEC's end user customer physically located within the same Qwest local calling area (as approved by the state Commission) as the originating caller, regardless of the NPA-NXX dialed and, specifically, regardless of whether the CLEC's end user customer is assigned an NPA-NXX associated with a rate center in which the Qwest customer is physically located (a/k/a "VNXX Traffic"). Qwest's agreement to the terms in this paragraph is without waiver or prejudice to Qwest's position that it has never agreed to exchange VNXX Traffic with CLEC.