

**Voice over Internet Protocol (VoIP) Amendment
to the Interconnection Agreement between
Qwest Corporation and
XO Communications Services, Inc.
for the State of Washington**

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STATE OF WASHINGTON
UTILITY AND TRANSPORTATION
COMMISSION

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and XO Communications Services, Inc. ("CLEC"), a Delaware Corporation. CLEC and Qwest shall be known jointly as the Parties ("Parties").

RECITALS

WHEREAS, CLEC and Qwest entered into an Interconnection Agreement ("Agreement") for service in the state of Washington that 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 terms and conditions for Voice over Internet Protocol ("VoIP") as set forth in Attachment 1 to this Amendment, attached hereto and incorporated herein by this reference.

Effective Date

This Amendment shall be deemed effective upon approval by the Commission; however, the Parties 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.

Term

This Amendment shall remain in effect until such time as the Parties enter into a new interconnection agreement, or the FCC, or state renders a decision on the treatment of VoIP traffic, that requires the Agreement be amended on a prospective basis, pursuant to the change

of law terms of the Agreement, if necessary. Provided, however, that if the Parties enter into, or file for arbitration of, a new interconnection agreement prior to May 30, 2008 (the "Successor Agreement"), the Parties agree that the provisions of this Amendment will be incorporated into the terms of the Successor Agreement and the terms shall state that they shall remain in effect until such time as the Parties enter into a new interconnection agreement, or the FCC, Commission or other body of competent jurisdiction renders a decision on the treatment of VoIP traffic, that requires this Successor Agreement be amended on a prospective basis, pursuant to the change of law terms of the Successor Agreement, if necessary. The Parties recognize that Qwest is negotiating or may negotiate interconnection agreement provisions governing the treatment of VoIP with other carriers, and the Parties agree that nothing in this Amendment or a Successor Agreement precludes or otherwise limits CLEC's right to request, or the Parties' ability to agree to, the VoIP terms in any such interconnection agreement or amendment to supercede the terms of this Agreement or a Successor Agreement.

Further Amendments

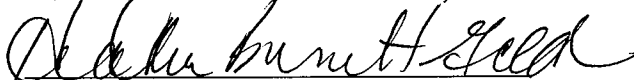
Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may 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 Communications Services, Inc.

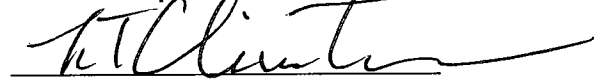

Signature

Heather Burnett Gold
Name Printed/Typed

SVP External Affairs
Title

12/06/07
Date

Qwest Corporation


Signature

L. T. Christensen
Name Printed/Typed

Director – Interconnection Agreements
Title

12/2/07
Date

ATTACHMENT 1**Qwest's Voice over Internet Protocol (VoIP)****Section 1.0 - Definitions**

1.1 "Interconnection" is as described in the Act and refers to the connection between networks for the purpose of transmission and routing of telephone Exchange Service traffic, Exchange Access, ISP-Bound traffic, VoIP traffic (as defined below), and Jointly Provided Switched Access traffic. To the extent the Parties have previously been exchanging enhanced or information service traffic (e.g., traffic terminating to voice mail); nothing in this Amendment shall be construed to limit the ongoing exchange of such traffic.

1.2 "VoIP" (Voice over Internet Protocol) traffic is traffic that: A) originates in Internet Protocol at the end user customer premises using IP-Telephone handsets, end-user customer premises Internet Protocol (IP) adapters, CPE-based Internet Protocol Telephone (IPT) Management "plug and play" hardware, IPT application management and monitoring hardware or such similar equipment (collectively "VoIP Equipment") and is transmitted over a broadband connection to the VoIP Provider. The Parties agree that VoIP will be treated as an Information Service and is subject to interconnection and compensation rules and treatment pursuant to the Agreement (including this Amendment) based on the supposition that the VoIP Provider Point of Presence ("POP") is an end user premises. The VoIP Provider POP is an end user premises for calls coming from and going to the VoIP Provider POP.

1.3 A "VoIP Provider "POP" is any portion of CLEC's network or network facilities that is dedicated to the transmission and routing of VoIP traffic to or from Qwest's network, including but not limited to a multiplexer port or DSX panel jack.

Section 2.0 Interconnection Facility Options

2.1 CLEC is permitted to utilize Local Interconnection Service ("LIS") trunks to terminate VoIP traffic under this Amendment only pursuant to the same rules that apply to traffic from all other end users and pursuant to the requirement that the VoIP Provider POP must be in the same local calling area as the called party. CLEC may not use LIS trunks solely to exchange VoIP traffic. When Qwest has reasonable cause (i.e. traffic terminating to Qwest does not fall within the definition set forth in Section 1.2) and provides reasonable notice to CLEC, CLEC agrees to first work cooperatively with Qwest to conduct a review of all traffic that CLEC classifies as VoIP traffic and of any other provider that CLEC used to originate, route and transport VoIP traffic that is delivered to Qwest, as well as to make available any supporting documentation and records in order to ensure that CLEC does not exchange Switched Access traffic with Qwest inappropriately termed as VoIP traffic. If the Parties are unable to resolve any issues regarding the traffic through this cooperative process, Qwest may, upon written notice, request an operational verification audit, and CLEC agrees to allow Qwest to conduct operational verification audits of CLEC's network

architecture and to work cooperatively with Qwest to conduct an operational verification audit of any other provider that CLEC used to originate, route and transport VoIP traffic that is delivered to Qwest, as well as to make available any supporting documentation and records in order to ensure CLEC's compliance with this definition. Operational verification audits shall be requested no more than one (1) time in any 12-month period, unless a previous "operational verification audit failure" has occurred, and each Party shall bear its own expenses of such operation verification audits. Qwest shall have the right to redefine the traffic that fails such operational verification audit as Switched Access in the event of an "operational verification audit failure". An "operational verification audit failure" is defined as: (a) Qwest's inability to conduct a post-provisioning operational verification audit due to insufficient cooperation by CLEC or CLEC's other providers, or (b) a reasonable determination by Qwest in a post-provisioning operational verification audit that the CLEC or CLEC's end-user customers are not originating calls in a manner consistent with this definition. All information exchanged between the Parties will be considered Proprietary Information pursuant to the Agreement. CLEC reserves the right to require any non-employee who is directly or indirectly involved in any such audit to execute a nondisclosure agreement reasonably satisfactory to CLEC.

- 2.2 Prior to using LIS trunks to terminate VoIP traffic, CLEC certifies that the (a) types of equipment VoIP end-users will use are consistent with the origination of VoIP calls as defined in Section 1 of this Amendment, and (b) types of configurations that VoIP end-users will use to originate calls using IP technology are consistent with the configuration as defined in Section 1 of this Amendment.
- 2.3 Exchange Service (EAS/Local), ISP-Bound Traffic, VoIP traffic, Exchange Access (IntraLATA Toll carried solely by Local Exchange Carriers), and Jointly Provided Switched Access (InterLATA and IntraLATA Toll involving a third party IXC) may be combined in a single LIS trunk group or transmitted on separate LIS trunk groups.

3.0 Intercarrier Compensation for VoIP Traffic

- 3.1 Qwest will bill CLEC at a rate of \$0.0007 per MOU for transport and termination of VoIP traffic.
- 4.0 Identification of VoIP Traffic -- CLEC agrees to complete the incorporation of the necessary coding changes into the call stream records by inserting a unique JIP (LRN) associated with the location of each VoIP Provider POP in the terminating record call data.