

**Special Promotion for Available Inventory Collocation Sites Amendment  
to the Interconnection Agreement between  
Qwest Corporation  
and  
Covad Communications Company  
for the State of Washington**

This Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and Covad Communications Company ("CLEC"), a California corporation, provides limited time promotional rates for Available Inventory Collocations on Available Inventory Sites identified at [http://www.qwest.com/wholesale/collocation\\_space.html](http://www.qwest.com/wholesale/collocation_space.html) under the "Collo Classifieds – Qwest Postings" listing. The Promotional Rates below do not apply to any collocation facilities listed under the "Collo Classifieds – CLEC Postings" listing on the aforementioned internet site. The Parties acknowledge that they have previously entered into an Interconnection Agreement in the applicable state.

**Limited Time Offer.** The promotional rates provided for herein apply only to valid (complete) Available Inventory applications received between October 1, 2006 and December 31, 2006. The collocation applications must be submitted through the normal channel via [rfsmet@qwest.com](mailto:rfsmet@qwest.com).

**Requirement for Collocation Available Inventory Amendment.** To receive the promotional rates, CLEC must execute and submit this Amendment to Qwest, and CLEC must either: (1) currently have Collocation Available Inventory language and rates incorporated into the Interconnection Agreement with Qwest; or (2) execute and submit the Collocation Available Inventory Amendment concurrent with the submission of this executed Amendment.

**Non-Conformance Audit.** Upon receipt of a complete Collocation Application for a specific Available Inventory Special Site Qwest will perform an audit to identify any items not in compliance with Qwest Collocation Installation guidelines referenced in Qwest Technical Publication 77350. In the verification letter that the CLEC receives, Qwest will include a list of any defects that are the CLEC's responsibility to correct. Upon receipt of the verification letter, CLEC may choose to cancel the request or proceed with the knowledge that CLEC must bring these identified items into compliance within sixty (60) Days following the ready for service date (RFS). The non-conformance audit only applies to Special Sites. This Non-Conformance Audit process applies only to orders for Available Inventory Sites received during the promotional period set forth above.

**Promotional Rates.** The promotional rates under this Amendment are as follows:

**Standard Promotional Discount.** Under the Collocation Available Inventory Amendment, Customer receives a discount of fifty percent (50%) off of the nonrecurring charge ("NRC") for reusable elements (e.g. space and terminations) on Available Inventory "Standard Sites" and "Special Sites" under the "Collo Classifieds – Qwest Postings" listing (the "Existing AI Discount"). The Existing AI Discount will be increased from fifty percent (50%) to seventy-five percent (75%) for applications received between October 1, 2006 and December 31, 2006. The QPF is not a discounted item for Available Inventory Sites.

**Finished Service Discount.** In addition to the Standard Promotional Discount above, CLEC is eligible to receive an additional twenty-five percent (25%) discount to the reusable element NRC (for a total discount of 100% of the NRC for reusable elements) if all the following conditions are met:

1. CLEC must provision at least one (1) DS-1 or higher bandwidth Finished Service (Interconnection Tie Pair (ITP) with the DEMARC outside the collocation) into the Available Inventory Site within thirty (30) Days of receipt of the Collocation site; and
2. CLEC must provide Wholesale Collocation Service Manager with the Customer Carrier Name Abbreviation/Access Customer Name Abbreviation (CCNA/ACNA), purchase order number (PON) and the confirmed Finished Service Qwest circuit identification number within thirty (30) Days of the completion of the Finished Service order; and

3. CLEC must (i) commit to a minimum term agreement on the Finished Service of at least one year and (ii) agree that early termination (TLA) charges will apply if the Finished Service is disconnected prior to the end of the contracted term.

Upon Qwest verification that the above requirements have been fulfilled, Qwest will apply the additional 25% finished Service credit to the CLEC's Collocation invoice within sixty (60) Days of Qwest completing the processing of the Finished Service order. This will bring the total amount of the Reusable Elements NRC discount to 100.

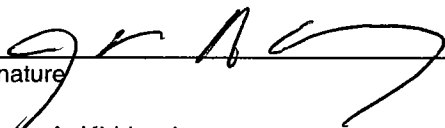
**Expiration.** The promotional rates for Available Inventory requests will expire on December 31, 2006

**Existing Interconnection Agreement.** Apart from the rates, terms, and conditions of this Amendment (all of which expire on December 31, 2006), all other rates, terms, and conditions for collocation are contained in the Parties' Interconnection Agreement as amended (including, without limitation, the Collocation Available Inventory Amendment).

**State Commission Approval and Implementation.** This Amendment is subject to the approval of an applicable state commission. The Parties agree, however, to implement the provisions of this Amendment upon execution.

**Entire Agreement.** This Amendment (including the Interconnection Agreement as amended, which was incorporated by reference) constitutes the full and entire understanding and agreement between the parties with regard to the subject matter of this Amendment.

**Covad Communications Company**


  
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Signature

James A. Kirkland  
\_\_\_\_\_  
Name Printed/Typed

Senior VP and General Counsel  
\_\_\_\_\_  
Title

10/5/06  
\_\_\_\_\_  
Date

**Qwest Corporation**

  
\_\_\_\_\_  
Signature

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

Director – Interconnection Agreements  
\_\_\_\_\_  
Title

10/9/06  
\_\_\_\_\_  
Date