

## **Section 1.0 – Definitions**

“Affiliates” shall mean any person or entity that is a party’s parent or subsidiary, directly owned or controlled by, or under ownership or control with a party.

“Batch Hot Cut” refers to a hot cut performed pursuant to the Batch Hot Cut Process described in Attachment A.

“Individual Hot Cut” refers to a hot cut that is not performed pursuant to a batch process.

## **Section 2.0 – General Terms and Conditions**

2.1 Effective Date. This Amendment shall be effective January 1, 2005 (“Effective Date”), subject to the approval of the Commission.

2.2 Term. The term of this Amendment shall begin on the Effective Date and shall remain in effect through July 31, 2008. At any time within 6 months prior to expiration of the Amendment either Party may provide notice of renegotiation. Upon mutual agreement, the term of the Amendment may be extended upon the same terms and conditions for no more than one (1) six month extension period. If the QPP MSA is terminated (for reasons other than material breach by CLEC with respect to a particular state, this Amendment shall, by its own terms and notwithstanding any requirement that subsequent modifications or amendments be in writing signed by both Parties, automatically be terminated in that state, and CLEC shall be free thereafter to pursue any available means to purchase equivalent services from Qwest.

2.3 Scope of Amendment. The provisions of this Amendment are intended to amend and supercede those provisions of CLEC’s existing and all future Interconnection or other Agreements only as they relate to Qwest’s offering of Unbundled mass market Switching or Unbundled enterprise Switching and Unbundled Shared Transport in combination with other network elements as part of the Unbundled Network Element Platform, and Batch Hot Cuts, as defined below (collectively, the “Services”). The Services and related terms and conditions described in this Agreement are applicable only in Qwest’s incumbent LEC service territory in the state of Washington.

2.4 Existing Rules. The provisions in this Amendment are intended to be in compliance with and based on the existing state of the law, rules, regulations and interpretations thereof, including but not limited to Federal rules, regulations, and laws, as of June 17, 2004 (the “Existing Rules”). Nothing in this Agreement shall be deemed an admission by Qwest or CLEC concerning the interpretation or effect of the Existing Rules or an admission by Qwest or CLEC that the Existing Rules should not be changed, vacated, dismissed, stayed or modified. Nothing in this Amendment shall preclude or estop Qwest or CLEC from taking any position in any forum concerning the proper interpretation or effect of the Existing Rules or concerning whether the Existing Rules should be changed, vacated, dismissed, stayed or modified.

2.5 Change of Law. If a change in law, rule, or regulation materially impairs a party’s ability to perform or obtain a benefit under this Amendment, both parties agree to negotiate in good faith such changes as may be necessary to address such material impairment.

2.6 Regulatory Approval. In the event the FCC, a state commission or any other governmental authority or agency rejects or modifies any material provision in this Amendment,