

**Interconnection, Operations Support Systems/Billing Support Systems and Local  
Number Portability Amendment  
to the Interconnection Agreement between  
Qwest Corporation dba CenturyLink QC  
and  
Charter Fiberlink WA-CCVII, LLC  
for the State of Washington**

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC ("CenturyLink"), a Colorado corporation, and Charter Fiberlink WA-CCVII, LLC ("CLEC"). CenturyLink and CLEC shall be known jointly as the "Parties".

**RECITALS**

WHEREAS, the Parties entered into an Interconnection Agreement ("Agreement") for service in the state of Washington which was approved by the Commission on September 8, 2009; and

WHEREAS, the Parties desire to amend the Agreement 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 Interconnection, Operations Support Systems/Billing Support Systems and Local Number Portability 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, or by being permitted to go into effect by operation of law; however, the Parties may 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 CenturyLink. CLEC will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met. Additionally, CenturyLink 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 CenturyLink implements the billing changes and the true-up as set forth above, the CLEC's bills shall be deemed accurate and adjusted without error.

**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.

**Charter Fiberlink WA-CCVII, LLC**

**Qwest Corporation dba CenturyLink QC**

**By: Charter Communications, Inc.,  
its Manager**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Michael L. Scanlon  
Name Printed/Typed

Kimberly J. Povirk  
Name Printed/Typed

Vice President, Circuit Operations  
Title

Sr. Dir. Bus. Ops Wholesale Sales  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTACHMENT 1**

**[NOTE: The numbering in this Attachment 1 (which may not be consecutive) is used as a convenience to the Parties and may not be related to the numbering of the remainder of the Agreement.]**

The following language is hereby added in the Agreement in its entirety. In the event of any inconsistency between the terms and conditions of this Amendment and the other terms and conditions of the Agreement (including any prior amendments), the terms and conditions of this Amendment shall be controlling for all purposes and in all respects.

**1.0 Interconnection Agreements (ICAs) issues:**

1.1 The Parties agree to maintain their existing ICAs with respect to their respective ILEC/CLEC entities in Colorado and other states, other than ICA amendments necessary to comply with changes to applicable law, for a minimum of three (3) years, unless otherwise mutually agreed by the Parties.

1.2 CenturyLink agrees not to increase the TELRIC or other interconnection facility rates in the ICA(s) of the Charter CLEC subsidiaries where those rates are specifically set forth and/or referenced in such ICA(s) and such facilities are still available, for a minimum of three (3) years, unless otherwise mutually agreed by the Parties.

**2.0 Operations Support Systems/Billing Support Systems (OSS/BSS) issues:**

2.1 CenturyLink agrees to not make any changes, outside of the OBF/ATIS process that is vetted through the CenturyLink Change Management Process, to the following OSS/BSS systems for a minimum of three (3) years, unless otherwise mutually agreed by the Parties:

2.1.1 CenturyLink's EASE (Electronic Administration & Service Order Exchange) system used for submitting electronic ASRs and other orders for interconnection, porting, directory listings, pre-ordering functions, and research-orders (i.e., due to meet point complexity), including any e-bonded arrangements and system-to-system API interfaces for submitting electronic orders;

2.1.2 CenturyLink's Tol-Toll application used to provide Carrier Access Billing System ("CABS") records in EMI Industry format; and

2.1.3 CenturyLink's Network interconnection billing in CABS industry format, which will be available via an FTP site or CABS Media electronic delivery.

2.2 CenturyLink agrees to use its existing OSS/BSS and maintain at least the same intervals, quality of service, accuracy and flow-through, including for local service requests associated with Local Number Portability, and for access service requests and design layout records associated with Local Interconnection Service ("LIS") Trunks and associated interconnection facilities, for a minimum of three (3) years, unless otherwise mutually agreed by the Parties.

**3.0 Local Number Portability (LNP) issues:**

CenturyLink agrees to continue to complete LNP to meet state commission and FCC LNP requirements, as amended from time to time, and with at least the same level of quality and intervals as CenturyLink does today.