

**Joint Testing Amendment
to the Interconnection Agreement
between
Qwest Corporation
and
OneEighty Networks, Inc.
for the State of Washington**

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and OneEighty Networks, Inc. ("CLEC"), a Washington limited liability company.

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement, for service in the State of Washington, that was approved by the Washington Utilities and Transportation Commission on May 14, 2002, as referenced in Docket No. UT-023015, REF: UT4-1298 ("Agreement"); and

WHEREAS, the Parties wish 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, conditions and rates for Joint Testing as set forth in Attachment 1 and Exhibit A, attached hereto and incorporated herein.

Rates in Exhibit A shall be updated to reflect legally binding decisions of the Commission and shall be applied on a prospective basis from the effective date of the legally binding Commission decision, unless otherwise ordered by the Commission. Rates in Exhibit A that are "Under Development" shall be updated upon establishment of a rate.

Effective Date

This Amendment shall be deemed effective upon Commission approval; 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 Qwest. CLEC will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met.

Amendments; Waivers

The provisions of this Agreement, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Agreement 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.

OneEighty Networks, Inc.



Signature

Charles E. Skidmore

Name Printed/Typed

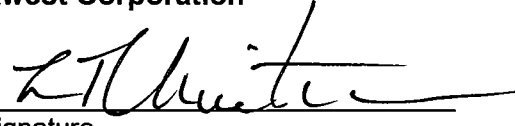
President

Title

5/14/04

Date

Qwest Corporation



Signature

L. T. Christensen

Name Printed/Typed

Director – Interconnection Agreements

Title

5/17/04

Date

ATTACHMENT 1

Joint Testing

1.0 Description

1.1 Qwest's Joint Testing at the Interconnection Collocation Distribution Frame (ICDF) allows a CLEC to request Qwest to participate in Joint Testing of CLEC terminations at the ICDF once CLEC's equipment has been placed in CLEC's Collocation.

2.0 Terms and Conditions

2.1 Qwest will only test between CLEC Collocation and the ICDF once CLEC equipment is in place. Joint Testing is only available for the terminations identified on the Collocation application or Joint Testing application. If CLEC wants additional terminations tested that are not identified on its initial application, CLEC will need to complete a new Joint Testing application.¹

2.2 Joint Testing will be completed within ninety (90) calendar days of the actual RFS date. CLEC must specify the type of termination to be performed with Qwest presence on the Joint Testing at the ICDF Application or the New/Change/Augment Collocation Application form.

2.3 CLEC must provide contact information on the application for Qwest to arrange the Joint Testing date. Collocation application forms are located in the Ordering section of Collocation General Information at: <http://www.qwest.com/wholesale/pcat/collocation.html#order>.

2.4 Qwest will acknowledge acceptance of your application within ten (10) calendar days of an accepted New/Change/or Augment Collocation Application or Joint Testing at the ICDF Application.

2.5 If during the scheduled Joint Testing, the Qwest-caused error rate is more than two percent (2%) on the terminations identified for testing, Qwest will not charge for this Joint Testing. If there are less than two percent (2%) errors found or if the errors found are facility errors on CLEC provided facilities, Qwest will charge for the Joint Testing. One (1) pair is counted as two (2) terminations and errors are counted on a one (1) termination basis. If CLEC requests that the charges be waived because Qwest errors are found during Joint Testing, Qwest may access CLEC's Collocation space to identify if the facility cabling sequence is correct, per applicable standards. CLEC may review Qwest facility cabling at the ICDF to verify the cable sequence, per applicable standards.²

2.6 If CLEC wants additional testing not identified on CLEC application, CLEC will need to complete a new Joint Testing at the ICDF Application.

2.7 If CLEC requests charges waived because Qwest errors are found during testing, Qwest may access CLEC Collocation space to identify if the facility cabling sequence is correct,

¹ Revised for approved CMP Product Notice (PROD.07.08.03.F.03459.FNL_Collo_V12.) July 8, 2003.

² Revised for approved CMP Product Notice (PROD.07.08.03.F.03459.FNL_Collo_V12.) July 8, 2003

per applicable standards. CLEC may view Qwest facility cabling at the ICDF to identify cable sequence. If the errors are validated as Qwest errors, the charges are waived. Other wise, Qwest will charge for test update

3.0 Rate Elements

3.1 Joint Testing Charges: The charges for Joint Testing are nonrecurring. It is a one (1) hour set up fee per Joint Testing request at the Virtual Collocation maintenance rate, specified in Exhibit A, and in addition a per half-hour charge testing fee at the Virtual Collocation maintenance rate. Qwest will not charge for the Joint Testing based on the Joint Testing Qwest-caused error rate as described in Section 2.7.

4.0 Ordering

4.1 CLEC is required to submit a request for Joint Testing by checking the Joint Testing box on the New, Change or Augment Collocation Application Form or by sending in the separate Joint Testing Application Form.

4.1.1 Applications should be sent to rfsmet@qwest.com. Upon receipt of a complete Application Form, Qwest will contact CLEC to set up a testing time based upon the scheduled RFS.

EXHIBIT A – WASHINGTON

		Recurring	Nonrecurring	Notes
8.X	Joint Testing			
	Joint Testing Virtual Collocation Maintenance Charge (price contains a one (1) hour set up fee)		\$56.14	
	Per half-hour test time fee at the Virtual Collocation Charge		\$28.07	