

**Joint Testing Amendment  
to the Interconnection Agreement between  
Qwest Corporation and  
Covad Communications Company  
for the State of Washington**

This is an Amendment (“Amendment”) for Joint Testing to the Interconnection Agreement between Qwest Corporation (“Qwest”), a Colorado corporation, and Covad Communications Company (“CLEC”). CLEC and Qwest shall be known jointly as the “Parties”.

**RECITALS**

WHEREAS, CLEC and Qwest entered into an Interconnection Agreement (“Agreement”) for service in the state of Washington which was approved by the Washington Utilities and Transportation Commission (“Commission”); 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, conditions and rates for Joint Testing as set forth in Attachment 1 and Exhibit A to this Amendment, attached hereto and incorporated herein by this reference.

**Further Amendments**

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.**

This Agreement (including the documents referred to herein) constitutes the full and entire understanding and agreement between the parties with regard to the subjects of this Agreement 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 this Agreement.

**Covad Communications Company**

**Qwest Corporation**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name Printed/Typed

\_\_\_\_\_  
Name Printed/Typed

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Title

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Title

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Date

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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 the CLEC Collocation and the ICDF once CLEC equipment is in place. Joint Testing is only available to those terminations that are affected on a New/Change/Augment Collocation Application. Joint Testing is not available on terminations that have been in place ninety (90) calendar Days past the actual Ready For Service (RFS) date.

2.2 Joint Testing will be available from the time of your installation and for a period up to sixty (60) calendar Days past the actual scheduled Ready For Service (RFS) date. Joint Testing will be completed within ninety (90) calendar days of the actual RFS date. CLEC must specify the type of test 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 CLEC will be required to provide the installation administration (e.g. Method of Procedures (MOPs) and Completion Notifications (CNs)) in a manner that is consistent with other policies for all Qwest Collocation product offerings. Refer to Qwest's Technical Publication 77350 located in the Product Description section of Collocation General information at: <http://www.qwest.com/wholesale/pcat/collocation.html#prod> for procedures.

2.6 CLEC will provide test gear for CLEC technicians and Qwest will provide test gear for Qwest's technicians to operate. Qwest employees will assist CLEC in conducting continuity tests on terminations at the ICDF. Qwest employees will not operate CLEC test gear.

2.7 If an error rate of more than 2% is determined to exist on the terminations identified for testing and being tested during the scheduled joint testing period, and the errors are identified as Qwest errors, Qwest will not charge for this Joint Testing ordered by CLEC. However, if there

are less than 2% errors found or if the errors are facility errors and CLEC provided the facilities, Qwest will charge for the Joint Testing (i.e. one (1) pair is counted as two (2) terminations and errors are counted as one (1) termination basis).

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

2.9 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, 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

2.10 If errors are found during the Joint Test, Qwest will only provide tools and materials for the repair of Qwest-network faults. If errors are facility errors and CLEC provided the facilities, CLEC will be responsible for the replacement or repair of those facilities.

2.11 Qwest will only provide tools and materials for the repair of Qwest-network faults.

### 3.0 Rate Elements

3.1 The Joint Testing Nonrecurring Charge is specified in Exhibit A of this Amendment. The rate is a minimum of four (4) hours per Joint Testing request at the Virtual Collocation maintenance rate and a per hour charge at the same rate for any time exceeding the four (4) hours. Qwest identified trouble during the ninety (90) calendar Day period, following the your acceptance of the collocation site, will be corrected by Qwest at no additional charge.

3.2 Qwest will not charge a Quote Preparation Fee (QPF) for Joint Testing.

### 4.0 Ordering

4.1 Qwest will accept a request to provide Joint Testing for up to sixty (60) calendar days past the scheduled RFS date. 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](mailto: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

		Recurring	Nonrecurring	Notes
<b>8.X</b>	<b>Joint Testing</b>			
	Joint Testing Virtual Collocation Maintenance Charge (price contains a four (4) hour minimum)		See -Virtual Collocation Maintenance of SGAT Exhibit A	
	Per hour additional test time at the Virtual Collocation Charge		See -Virtual Collocation Maintenance of the SGAT Exhibit A	