

**Internet Service Provider (“ISP”) Bound Traffic Amendment
to the Interconnection Agreement between
Qwest Corporation and
Fox Communications Corp
for the State of Washington**

This is an Amendment (“Amendment”) to the Interconnection Agreement between Qwest Corporation (“Qwest”), formerly known as U S WEST Communications, Inc., a Colorado corporation, and Fox Communications Corp (“CLEC”). CLEC and Qwest shall be known jointly as the “Parties.”

RECITALS

WHEREAS, CLEC and Qwest entered into an Interconnection Agreement (“Agreement”) which was approved by the Washington Utilities and Transportation Commission (“Commission”); and

WHEREAS, the FCC issued an Order on Remand and Report and Order in CC Docket Nos. 96-98 and 99-68 (rel. April 27, 2001) (“FCC ISP Order”) governing compensation for traffic bound for Internet Service Providers (“ISPs”); and

WHEREAS, the Parties wish to amend the Agreement to reflect the FCC ISP Order; and

WHEREAS, the Parties wish to amend the Agreement to add a Change of Law provision.

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 to amend the Agreement as follows:

1. Definitions

For purposes of this Amendment the following definitions apply:

1.1 “Bill and Keep” is as defined in the FCC’s rules and orders, including the Order on Remand and Report and Order in CC Docket 99-68 (Intercarrier Compensation for ISP-Bound Traffic).

1.2 “Information Service” is as defined in the Telecommunications Act of 1996 and FCC ISP Order and includes ISP-bound traffic.

1.3 “Information Services Access” means the offering of access to Information Services Providers.

2. Exchange Service (EAS/Local) Traffic

Pursuant to the election in Section 4 of this Amendment, the Parties agree to exchange all EAS/Local (§251(b)(5)) traffic at the FCC ordered rate, pursuant to the FCC's Order on Remand and Report and Order in CC Docket 99-68, (Intercarrier Compensation for ISP-Bound Traffic) or the state ordered reciprocal compensation rate. When the FCC ordered rate for ISP-bound traffic is applied to EAS/Local traffic, the FCC Ordered ISP rate is used in lieu of End Office call termination and Tandem Switched Transport rate elements.

3. ISP-Bound Traffic

3.1 Qwest elects to exchange ISP-bound traffic at the FCC ordered rates pursuant to the FCC ISP Order, and usage based intercarrier compensation for such traffic will be applied as follows:

3.2 Compensation for ISP-bound traffic exchanged under the Agreement in markets CLEC was serving as of adoption of the FCC ISP Order, April 18, 2001:

3.2.1 Identification of ISP-Bound traffic – In lieu of the 3:1 presumption established by the FCC, Qwest and CLEC agree to bill ISP-bound traffic based on actual tracking of these minutes. Parties will work together to resolve billing disputes arising from each Party's monthly validation of bills. This cooperative effort shall require parties to exchange information (which may include terminating telephone numbers utilized to deliver ISP traffic in NPA-NXX-XXXX format) in a data format mutually agreed upon.

3.2.1.1 If the Parties, after a good faith effort to resolve any claim, controversy or dispute, are unable to resolve the billing disputes, the parties will go to dispute resolution as specified in the Parties interconnection agreement.

3.2.2 Growth Ceilings for ISP-Bound Traffic -- Intercarrier compensation for ISP-bound traffic originated by one Party's end users and terminated by the other Party will be subject to growth ceilings. ISP-bound MOUs exceeding the growth ceiling will be subject to Bill and Keep compensation.

3.2.2.1 For the year 2001, CLEC shall receive compensation, pursuant to the Agreement for actual ISP-bound minutes up to a ceiling equal to, on an annualized basis, the number of actual ISP-bound minutes for which CLEC was entitled to compensation under the Agreement during the first quarter of 2001, plus a ten percent (10%) growth factor.

3.2.2.1.1 Qwest and CLEC representatives will meet to establish mutually agreeable first quarter 2001 ISP-bound traffic minutes to identify growth ceilings.

3.2.2.2 For 2002, CLEC shall receive compensation, pursuant to the Agreement, for actual ISP-bound minutes up to a ceiling equal to the minutes for which it was entitled to compensation under that Agreement in 2001, plus another ten percent (10%) growth factor.

3.2.2.3 In 2003, CLEC shall receive compensation, pursuant to the Agreement, for actual ISP-bound minutes up to a ceiling equal to the 2002 ceiling applicable to that Agreement.

3.2.3 Rate Caps -- Intercarrier compensation for ISP-bound traffic exchanged between Qwest and CLEC will be billed in accordance with their existing Agreement or as follows, whichever rate is lower:

3.2.3.1 \$.0015 per MOU for six (6) months from June 14, 2001 through December 13, 2001.

3.2.3.2 \$.001 per MOU from December 14, 2001 through June 13, 2003.

3.2.3.3 \$.0007 per MOU from June 14, 2003 until thirty six (36) months after the effective date of the FCC ISP Order or until further FCC action on intercarrier compensation, whichever is later.

3.3 Compensation for ISP-bound traffic that is exchanged under the Agreement in markets that CLEC was not serving as of the adoption of the FCC ISP Order, April 18, 2001 will be on a Bill and Keep basis until further FCC action on Intercarrier compensation.

4. Rate Election

The reciprocal compensation rate elected for (§251(b)(5)) traffic is (elect and sign one):

Current rate for voice traffic in the existing Interconnection Agreement:

Signature

Name Printed/Typed

OR

The rate applied to ISP traffic:

Signature

Name Printed/Typed

5. Effective Date

This Amendment shall be deemed effective upon execution by both Parties, subject to modification by the Commission, pursuant to the FCC ISP Order.

6. Change of Law

The provisions in the Agreement are based, in large part, on the existing state of the law, rules, regulations and interpretations thereof, as of the date hereof (the Existing Rules). To the extent that the Existing Rules are changed, vacated, dismissed, stayed or modified, then the Agreement and all contracts adopting all or part of the Agreement shall be amended to reflect such modification or change of the Existing Rules. Where the Parties fail to agree upon such an amendment within sixty (60) days from the effective date of the modification or change of the Existing Rules, it shall be resolved in accordance with the Dispute Resolution provision of the Agreement. It is expressly understood that the Agreement will be corrected to reflect the outcome of generic proceedings by the Commission for pricing, service standards, or other matters covered by the Agreement. This Section shall be considered part of the rates, terms and conditions of each Interconnection, service and network element arrangement contained in the Agreement, and this Section shall be considered legitimately related to the purchase of each Interconnection, service and network element arrangement contained in the Agreement.

7. Further Amendments; Waivers

The provisions of this Amendment, including the provisions of this sentence, may not be interpreted, 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.

8. Entire Agreement

This Amendment (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of this Amendment and supersedes any prior understandings, agreements, amendments or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of this Amendment.

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.

Fox Communications Corp

Qwest Corporation

Signature

Signature

Name Printed/Typed

L. T. Christensen

Name Printed/Typed

Title

Director - Business Policy

Title

Date

Date