

**Originated Toll Free Service Jointly Provided Switched Access (“JPSA”) Amendment
to the Interconnection Agreement between
Qwest Corporation
and
Qwest Communications Company, LLC (fka Qwest Communications Corporation)
for the State of Washington**

This is an Amendment (“Amendment”) to the Interconnection Agreement between Qwest Corporation (“Qwest”), a Colorado corporation, and Qwest Communications Company, LLC (fka Qwest Communications Corporation) (“CLEC”). Qwest 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, that was approved by the Commission on August 10, 2004; and

WHEREAS, CLEC offers a tariffed service (“8XX Origination Transit Service”); and

WHEREAS, the Parties wish to amend the Agreement to add terms and conditions that will permit 8XX Third Party Carriers to route unqueried originated Toll Free Service JPSA traffic to CLEC for the 8XX database dip, and to route the queried traffic to IXCs served by Qwest as JPSA traffic via CLEC’s LIS trunks.

WHEREAS, the Parties agree 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 incorporating certain terms and conditions related to Originated Toll Free Service Jointly Provided Switched Access (“JPSA”) traffic, as set forth in Attachment 1, attached hereto and incorporated herein.

Effective Date

This Amendment shall be effective upon approval by the Commission and shall be effective for the term of the Agreement, including any applicable renewal or “evergreen” period (“Amendment Term”). The Parties agree to implement the provisions of this Amendment upon execution.

Conflicts

In the event of a conflict between this Amendment and the terms and conditions of the Agreement, this Amendment shall control.

Further Amendments

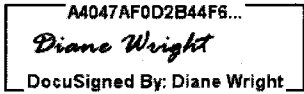
Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may 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 and all effective amendments) 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.

**Qwest Communications Company, LLC
(fka Qwest Communications Corporation)**

* 
A4047AF0D2B44F6...
Diane Wright
DocuSigned By: Diane Wright

Authorized Signature

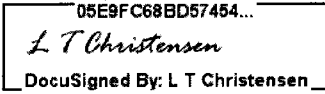
*Diane Wright on behalf of Sarah Nicholls
Sarah Nicholls
Name Printed/Typed

Director – Access Planning & Carrier Mgmt
Title

10/8/2010

Date

Qwest Corporation


05E9FC68BD57454...
L T Christensen
DocuSigned By: L T Christensen

Authorized Signature

L. T. Christensen
Name Printed/Typed

Director – Wholesale Contracts
Title

10/12/2010

Date

ATTACHMENT 1

Originated Toll Free Service Jointly Provided Switched Access (JPSA)

1. DEFINITIONS

All terms used in this Amendment but not defined herein shall have the meaning set forth in the Agreement. Any references to "8XX Third Party Carrier" and "Commercial Mobile Radio Service or CMRS provider" in the definitions below shall only apply to the terms and conditions of this Amendment.

"8XX Third Party Carrier" means a CMRS provider whose originating Toll Free Service traffic transits CLEC's network, is queried by CLEC's network, and routes the queried traffic to IXCs served by Qwest as JPSA traffic via CLEC's LIS trunks.

"Meet-Point Billing" or "MPB" or "Jointly Provided Switched Access" or "JPSA" refers to an arrangement whereby two (2) or more Telecommunications Carriers including an ILEC, CLEC or CMRS provider receive traffic in the same LATA that the call is to be terminated in or originated from, and jointly provide Switched Access Service to an Interexchange Carrier, with each ILEC, CLEC or CMRS provider receiving an appropriate share of the revenues from the IXC as defined by their effective Switched Access Tariffs or, if applicable, CMRS contract.

"Multiple Exchange Carrier Access Billing" or "MECAB" refers to the document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document, published by ATIS (0401004-0009), contains the recommended guidelines for the billing of an Access Service provided by two or more Telecommunications Carriers (including a 8XX Third Party Carrier, LEC and/or a CLEC), or by one LEC in two or more states within a single LATA.

"Multiple Exchange Carrier Ordering and Design" or "MECOD" Guidelines for Access Services - Industry Support Interface, refers to the document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECOD document, published by ATIS (0404120-0006), contains recommended guidelines for processing orders for Access Service which is to be provided by two or more Telecommunications Carriers (including a 8XX Third Party Carrier, LEC and/or a CLEC).

2. JOINTLY PROVIDED SWITCHED ACCESS SERVICES

2.1 Jointly Provided Switched Access Service is defined and governed by the FCC and state access Tariffs, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD) Guidelines and based on LERG routing, and is not modified by any provisions of the Agreement. Both Parties agree to comply with such guidelines. For each 8XX Third Party Carrier, CLEC will require that such third party update the LERG to reflect that CLEC is the "800 SSP" for the 8XX Third Party Carrier's Mobile Services Switching Center ("MSC").

2.2 Qwest has taken the approach as outlined in Section 2.4.1 to national committees to determine if documents and processes require updating to specifically address this approach. Both CLEC and Qwest agree to amend the Agreement to reflect any new industry standards that conflict with the terms and conditions of this Amendment.

2.3 CLEC acknowledges 8XX Third Party Carriers will be set up with Qwest as "Meet Point Billing" carriers, which means that Qwest's billing to IXCs for this traffic is based on Qwest FCC Access Tariff No. 1, section 2.4.7. CLEC will provide Qwest with a list of all NPA/NXXs and CLLIs associated with 8XX Third Party Carriers switches which will be implementing this solution, CLLIs associated with the CLEC switches which will be implementing this solution plus any additional information reasonably required by Qwest to make the internal system updates necessary to implement this solution. CLEC will not begin sending 8XX traffic to Qwest until Qwest have updated their systems to accommodate the Meet Point Billing changes for the 8XX Third Party Carrier. Qwest shall complete all such billing system updates within a reasonable time.

2.4 The Parties will file Billed Percentage ("BP"), agreed to by the Parties in the NECA 4 Tariff per the MECAB guidelines.

2.4.1 For Toll Free Service JPSA traffic originated by 8XX Third Party Carriers, sent to CLEC then to Qwest via the LIS facilities in place between CLEC and Qwest, the following 3 party BP arrangements will apply. The route type will be designated as SWO. Qwest office is designated as an end point. CLEC's office is designated as an intermediate point. 8XX Third Party Carriers office is designated as an end point. The BP between Qwest and CLEC on this three party route will be calculated so that Qwest's portion of the route between CLEC and Qwest is one hundred percent (100%). In addition, prior to the Parties filing any BP in the NECA 4 Tariff pursuant to the first sentence of this Section 2.4, CLEC's BP will be zero percent (0%).

2.4.2 If 8XX Third Party Carrier will not agree to file the 3 party BP arrangement in NECA, then Qwest will use a "proposed Billed Percentage ("BP")" in its billing tables as further outlined below. JPSA routes will be established in Qwest's tables as follows:

2.4.2.1 For traffic that terminates to 8XX Third Party Carriers via Type 2 trunks from Qwest, the proposed BP will be one hundred percent (100%) Qwest and the route will show only Qwest and 8XX Third Party Carriers.

2.4.2.2 For 8XX traffic originated by 8XX Third Party Carriers, sent to CLEC and then to Qwest via the LIS facilities in place between CLEC and Qwest, the proposed BP will equal the current BP between Qwest and CLEC, and the route will show only two parties – 8XX Third Party Carriers and Qwest. If it is determined later that these routes will be filed in NECA, 8XX Third Party Carriers acknowledges this route would then include CLEC as an intermediate carrier although the Qwest BP would be unchanged.

2.5 Exchange Message Interface ("EMI") Category 11 JPSA records will be provided to Qwest by CLEC for any 8XX Third Party Carrier's originated Toll Free Service JPSA traffic exchanged from 8XX Third Party Carrier's NPA/NXXs to Qwest via CLEC LIS trunks for delivery to IXCs to ensure such traffic is treated appropriately in Qwest's access billing systems, unless otherwise negotiated by the Parties.

2.6 Qwest agrees to function as the Access Service Coordinator (ASC) as defined in the Multiple Exchange Carrier Ordering and Design (MECOD) Guidelines. Qwest will provide the operational, technical and administrative support required in the planning, Provisioning and maintenance involved in the joint access Provisioning process to the IXCs. Qwest will not fulfill the role of ASC if CLEC does not fully comply with MECOD requirements, including filing CLEC's End Office Switches and BPs in the NECA 4 Tariff.¹

2.7 Qwest and CLEC will each prepare and render a separate bill to the IXC in accordance with its own Tariff or contract for the portion of the service it provides.²

¹ Replaces Section 7.5.2 of the Agreement.

² Replaces Section 7.5.3 of the Agreement.