

**Remote Collocation 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, which was allowed to go into effect by the Washington Utilities and Transportation Commission ("Commission") on May 14, 2002, as referenced in Docket No. UT-023015 - REF: UT4-1298; 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 Remote Collocation, as set forth in Attachment 1 and Exhibit A, to this Amendment, attached hereto and incorporated herein by this reference.

Rates in Exhibit A that are "Under Development" shall be updated upon establishment of a rate. Rates in Exhibit A shall otherwise 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.

Effective Date

This Amendment shall be deemed effective upon approval by the Commission; 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. Additionally, Qwest 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 Qwest 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.

OneEighty Networks, Inc.

Qwest Corporation

Signature

Signature

Name Printed/Typed

L. T. Christensen

Name Printed/Typed

Title

Director – Interconnection Agreements

Title

Date

Date

ATTACHMENT 1

8.1 Description

8.1.1 Collocation allows for the placing of equipment by CLEC at Qwest's Premises, where Technically Feasible, that is necessary for accessing Unbundled Network Elements (UNEs), ancillary services or Interconnection. Collocation includes the leasing to CLEC of physical space in Qwest Premises, as well as the resources necessary for the operation and economical use of collocated equipment, such as the use by CLEC of power; heating, ventilation and air conditioning (HVAC); and cabling in Qwest's Premises. Collocation also allows CLEC to access Interconnection Distribution Frames (ICDF) for the purpose of accessing and combining Unbundled Network Elements and accessing ancillary services. There are currently nine (9) standard types of Collocation available pursuant to this Agreement – Virtual, Caged Physical, Shared Caged Physical, Cageless Physical, Interconnection Distribution Frame, Adjacent, Common Area Splitter, Remote and Facility Connected. Other types of Collocation may be requested through the BFR process. In addition, where Qwest may offer a new form of Collocation, CLEC may order that form as soon as it becomes available and under the terms and conditions pursuant to which Qwest offers it. The terms and conditions of any such offering by Qwest shall conform as nearly as circumstances allow to the terms and conditions of this Agreement. Nothing in this Agreement shall be construed as limiting the ability to retroactively apply any changes to such terms and conditions as may be negotiated by the Parties or ordered by the state Commission or any other competent authority.

8.1.1.8 Remote Collocation – allows CLEC to collocate equipment in or adjacent to a Qwest Remote Premises. The terms for Remote Collocation are set forth more fully in Section 8.2.7 and 8.4.6.

8.2.7 Terms and Conditions – Remote Collocation

8.2.7.1 Remote Collocation allows CLEC to collocate in a Qwest Remote Premises that is located remotely from a Qwest Wire Center building property. Such Remote Premises include controlled environmental vaults, controlled environmental huts, cabinets, pedestals and other Remote Terminals.

8.2.7.2 The terms and conditions for Physical Collocation or Virtual Collocation shall apply to Remote Collocation as appropriate to the specific Remote Premises structure and subject to technical feasibility, or if appropriate, Adjacent Collocation as set forth above. Space will be offered in increments appropriate to the Remote Premises structure (i.e., shelf, relay rack, etc.).

8.3.6 Rate Elements – Remote Collocation and Adjacent Remote Collocation

8.3.6.1 The charges for Remote Collocation will be developed on an Individual Case Basis except where the Commission finds that standard pricing elements can be reasonably identified and their costs determined.

8.4.6 Ordering – Remote Collocation and Adjacent Remote Collocation

8.4.6.1 The ordering procedures and intervals for Physical Collocation or Virtual Collocation shall apply to Remote Collocation, and to Adjacent Remote Collocation provided within an existing Qwest Premises. Remote Collocation and Adjacent Remote Collocation are ordered using the Remote Collocation Application Form.

8.4.6.2 If space for Physical Collocation or Virtual Collocation in a particular Qwest Remote Premises is not available at the time of CLEC's request, CLEC may order Adjacent Remote Collocation using the ordering procedures described in the Agreement.