

**Amendment To Paging Connection Agreement
Between
Arch Wireless Operating Company, Inc.
f/k/a Mobile Communications Corporation of America
And
Qwest Corporation, f/k/a U S WEST Communications, Inc.
For The State of Washington**

This Amendment is entered into by and between Arch Wireless Operating Company, Inc. f/k/a Mobile Communications Corporation of America ("Arch") and Qwest Corporation f/k/a U S WEST Communications, Inc. ("Qwest") as of September 30, 2002.

RECITALS

Arch and Qwest are parties to a Paging Connection Agreement ("Underlying Agreement") that was approved by the Washington Utilities and Transportation Commission ("Commission") on July 12, 2000; and

Arch and Qwest hereby amend the Underlying 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

Section 11.2 of the Underlying Agreement is amended to state as follows:

"The Initial Term of this Agreement shall expire on June 30, 2003."

The Underlying Agreement is also hereby amended to include the addition of Single Point of Presence (SPOP) in the LATA language, as set forth in Attachment 1 and Exhibit A to this Amendment, attached hereto and incorporated herein by this reference.

Effective Date

This Amendment shall be deemed effective upon approval by the Commission; however, the Parties hereby agree to implement the provisions of this Amendment upon execution. To accommodate this need, Arch must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by Qwest. Arch will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met.

Further Amendments

Except as modified herein, the provisions of the Underlying Agreement shall remain in full force and effect. Neither the Underlying Agreement nor this Amendment may be further amended or altered except by written instrument signed by an authorized representative of each Party.

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 and which together shall constitute one and the same instrument.

Arch Wireless Operating Company, Inc.

Qwest Corporation

Authorized Signature

Authorized Signature

Printed Name

L.T. Christensen
Printed Name

Title

Director – Business Policy
Title

Date

Date

ATTACHMENT 1 TO AMENDMENT

Single Point of Presence (SPOP) in the LATA

1.0 Definitions

- 1.1 Entrance Facility (EF)/Channel Facility. Interconnection may be accomplished through the provision of a DS1 or DS3 entrance facility at rates provided in the underlying agreement. An entrance facility extends from the Qwest Serving Wire Center to Paging Provider's terminal or POI. Entrance facilities may not extend beyond the area served by the Qwest Serving Wire Center. Entrance Facilities may not be used for interconnection with unbundled network elements.
- 1.2 Direct Trunked Transport (DTT)/Dedicated Transport is available between the Serving Wire Center of the POI and Qwest's tandems or end office switches. When DTT is provided to a local or access tandem for Exchange Service EAS/Local Traffic, or to an access tandem for Exchange Access (IntraLATA Toll), or Jointly Provided Switched Access traffic, the applicable DTT rate elements apply between the Serving Wire Center and the tandem. Dedicated transport will be provided at rates and on conditions provided in the Underlying Agreement, subject to the provisions of Section 2.3 below.

2.0 Terms and Conditions

- 2.1 SPOP is only provided in conjunction with Type 2 connection service.
- 2.2 By utilizing SPOP in the LATA, Paging Provider can receive Exchange Access (IntraLATA Toll Non-IXC) and Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic and Exchange Service EAS/Local traffic from Qwest's Access Tandem Switches. The SPOP is defined as the Paging Provider's physical point of presence.
- 2.3 SPOP in the LATA includes an Entrance Facility (EF) and DTT/Dedicated Transport options at both a DS1 and DS3 capacity, but not below a DS1 capacity. Entrance Facilities, DTT /Dedicated Transport used to deliver Qwest originated Intra-LATA traffic are provided to Paging Providers at no charge, except for the portion of the facility used to carry Third Party Traffic. Therefore, Qwest shall determine all aspects and elements of the Paging Connection Service facilities that it provides itself, including, but not limited to, design, location, quantities, and distance, pursuant to the Delivery of Paging Traffic provisions of the Underlying Agreement.
- 2.4 Where there is a Qwest local tandem serving a rate center to which Paging Provider has assigned a full NXX code, local one way trunking must be requested from that Qwest local tandem by Paging Provider. These trunks will carry Exchange Service EAS/Local traffic only. A separate trunk group from the Qwest access tandem is required for the exchange of Exchange Access (IntraLATA Toll Non-IXC) traffic and jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic.

- 2.5 Where there is no Qwest local tandem serving a Qwest end office, Qwest will provision service by means of a one-way Type 2 trunk group from the Qwest access tandem for Paging Provider traffic from or through the Qwest network that combines Exchange Service EAS/Local, Exchange Access (Intra LATA Toll Non-IXC) and Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic.
- 2.6 If there is more than one Qwest access tandem within the LATA boundary, Paging Provider may request SPOP and Qwest will route its traffic over Type 2 trunking from each Qwest access tandem to the Paging Provider's terminal or POI in a way that avoids call blocking unless Paging Provider signs a Single Point of Presence Waiver as found in Exhibit A of this amendment. Paging Provider will request trunking from each local tandem serving the rate center it has designated for its NXX codes as listed in the LERG. When there is a DS1 of traffic (512 CCS/Centum Call Second) between a Qwest end office and a Qwest tandem, Qwest may establish a direct trunk group, except for the portion of the facilities used to carry Third Party Traffic, between the Qwest end office and Paging Provider's POI.
- 2.7 Where (Paging Provider) requests trunking for SPOP in the LATA that exceeds fifty (50) miles, Qwest reserves the right to request negotiation of a mid-build meet point.
- 2.8 SPOP in the LATA cannot be used in conjunction with existing Paging Provider Type 2 trunking that connects to Qwest's end office switches with tandem functionality. Where such trunking exists and Paging Provider requests SPOP, the Parties will deactivate the original trunks.
- 2.9 The Type 2 SPOP facility cannot be used to access unbundled network elements.
- 2.10 SPOP in a LATA is available only where facilities are available. Qwest is not obligated to construct new facilities to provide SPOP in the LATA.

3.0 Ordering

- 3.1 SPOP in the LATA may be requested based on the standard process for paging. See Qwest Product Catalog for Type 2 service.

EXHIBIT A TO AMENDMENT

SINGLE POINT OF PRESENCE WAIVER FOR PAGING PROVIDERS

This Qwest SPOP Waiver only applies to Paging Providers that provide one-way, land-to-mobile service.

Qwest will waive the requirement for Paging Provider to connect to each Qwest Access Tandem in the LATA with this waiver amendment.

Paging Provider certifies that it will not establish any NXX codes in a rate center subtending the Qwest Access Tandems for which Paging Provider seeks a waiver.

Paging Provider will notify Qwest of the Qwest access tandems subject to this waiver at the time of requesting trunks required to implement SPOP in the LATA. Paging Provider will provide thirty (30) days written notice to Qwest requesting any changes in the network configuration of the aforementioned access tandems.

If Paging Provider does not request Qwest to provide trunking to a Qwest Access Tandem in a LATA, calls originated from an end office subtending that tandem will not be delivered to Paging Provider on a local basis, but calls will be delivered to Paging Provider on a 1+ (toll) basis.

Should misrouted traffic occur, Qwest will consider this waiver null and void and all requirements in Attachment 1 or in the Underlying Agreement currently in effect between the Parties will be reinstated.