

**Single Point of Presence (“SPOP”) in the LATA Amendment
to the Interconnection Agreement
Between
Astound Broadband LLC in the state of Washington
and
Qwest Corporation**

This Amendment (“Amendment”) is made and entered into by and between Astound Broadband LLC (CLEC) and Qwest Corporation (“Qwest”).

RECITALS

WHEREAS, CLEC and Qwest entered into an Interconnection Agreement that that is pending before the Commission; and

WHEREAS, CLEC and Qwest desire to amend the Agreement by adding 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:

1. Amendment Terms

This Amendment is made in order to add terms, and conditions for Single Point of Presence (“SPOP”) in the LATA as set forth in Attachment 1 and Attachment 2, attached hereto and incorporated herein.

Neither Party shall lose any of its rights from the original contract by entering into this Amendment for SPOP.

2. Effective Date

This Amendment shall be deemed effective upon the Commission approval, however, the Parties may agree to implement the provisions of this Amendment upon execution.

3. 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.

4. 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.

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.

Astound Broadband LLC



Authorized Signature

James A. Fenney

Name Printed/Typed

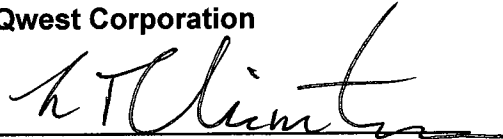
Executive Vice President

Title

May 22, 2009

Date

Qwest Corporation



Authorized Signature

L.T. Christensen

Name Printed/Typed

Director-Wholesale Contracts

Title

5/26/09

Date

ATTACHMENT 1

Single Point of Presence (SPOP) in the LATA is a Local Interconnection Service (LIS) Interconnection trunking option that allows CLEC to establish one physical point of presence in the LATA in Qwest's territory. Qwest and CLEC may then exchange traffic at the SPOP utilizing trunking as described in the following:

1.1 By utilizing SPOP in the LATA, CLEC can deliver both Exchange Access (IntraLATA Toll Non-IXC) and Jointly Provided Switched Access traffic and Exchange Service EAS/Local traffic at Qwest's Access Tandem Switches. CLEC can also utilize Qwest's behind the tandem infrastructure to terminate traffic to specific end offices. The SPOP is defined as the CLEC's physical point of presence. This allows for a trunk group from a POI in one Local Calling Area (LCA) to be ordered to a local tandem or end office in another LCA which is otherwise not available, absent this amendment.

1.2 SPOP in the LATA includes an Entrance Facility (EF), Expanded Interconnect Channel Termination (EICT), or Mid Span Meet POI and Direct Trunked Transport (DTT) options available at both a DS1 and DS3 capacity.

1.3 Where CLEC intends to send calls through a Qwest local tandem to a subtending end office that CLEC intends to terminate traffic, the following conditions apply:

1.3.1 The CLEC shall terminate Exchange Service (EAS/Local) traffic on tandems or end office switches, at CLEC's/WSP's option. When Qwest lacks available capacity at the access tandem, Qwest will arrange local tandem or end office Interconnection at the same cost to the CLEC as Interconnection via the Qwest access tandem.

1.3.1.1 Qwest will allow interconnection for the exchange of local traffic at Qwest's access tandem without requiring interconnection at the local tandem, at least in those circumstances when traffic volumes do not justify direct connection to the local tandem and regardless of whether capacity at the access tandem is exhausted or forecasted to exhaust unless Qwest agrees to provide interconnection facilities to the local tandems or end offices at the same cost to the CLEC as the interconnection at the access tandem.

1.3.1.2. When a CLEC has an NXX that subtends a local tandem, but the anticipated traffic to and from the NXX is less than 1 DS1s (512 CCS) worth of traffic, the CLEC may choose to use the access tandem for local traffic in the circumstances described above in 1.3.1. The CLEC will be required to submit an electronic letter on CLEC letterhead to Qwest listing the local tandems to which they will not interconnect. This letter should include, the local tandem CLLI(s) and the CLEC specific NPA-NXXs for the local tandems. In addition, CLEC will provide a revised electronic letter to Qwest of any changes in the network configuration or addition/deletions of NPA-NXXs of the aforementioned local tandems.

1.3.2 Connections to a Qwest local tandem may be two-way or one-way trunks. These trunks will carry Exchange Service EAS/Local traffic only.

1.3.3 A separate trunk group to the Qwest access tandem is necessary for the

exchange of Exchange Access (IntraLATA Toll Non-IXC) traffic and Jointly Provided Switched Access traffic.

1.4 Where there is no Qwest local tandem serving a Qwest end office, CLEC may choose from one of the following options:

1.4.1 A two-way CLEC LIS trunk group to the Qwest access tandem for CLEC traffic terminating to and originating from the Qwest network that combines Exchange Service EAS/ Local, Exchange Access (IntraLATA Toll Non-IXC) and Jointly Provided Switched Access traffic.

1.4.2 A two-way CLEC LIS trunk group to the Qwest access tandem for CLEC Jointly Provided Switched Access traffic terminating to and originating from the IXC Feature Group (FG) B/D network through the Qwest network and an additional two-way trunk group to the Qwest access tandem for the combined Exchange Service EAS/ Local and Exchange Access (IntraLATA Toll Non-IXC) traffic terminating to and originating from Qwest network.

1.4.3 A one-way terminating CLEC LIS trunk group to the Qwest access tandem for CLEC traffic destined to the Qwest network that combines Exchange Service EAS/Local, Exchange Access (Intra LATA Toll Non-IXC) and Jointly Provided Switched Access traffic.

1.4.4 CLEC may utilize a one-way LIS trunk group to the Qwest access tandem for Jointly Provided Switched Access traffic terminating to the IXC FG B/D network through the Qwest network, and an additional one-way trunk group to the Qwest access tandem for the combined Exchange Service EAS/ Local, Exchange Access (IntraLATA Toll Non-IXC) traffic terminating to and originating from the Qwest network.

1.4.4.1 If CLEC orders either of the above one-way trunk options, Qwest will return the traffic via one combined trunk group for Exchange Service EAS/ Local, Exchange Access (IntraLATA Toll Non-IXC) and Jointly Provided Switched Access.

1.5 CLEC will interconnect to each Access Tandem in the LATA for the exchange of LEC originated IntraLATA Toll and Jointly Provided Switched Access traffic, unless the waiver in Attachment 2 is implemented.

1.6 Transit service will be provided by Qwest pursuant to the terms and conditions for transit traffic in CLEC's Agreement.

1.7 The 512 CCS requirements pursuant to CLEC's Agreement will apply for direct trunking to Qwest end offices.

1.8 If Direct Trunked Transport is greater than 50 miles in length, and existing facilities are not available in either Party's network, and the Parties cannot agree as to which Party will provide the facility, the Parties will construct facilities to a mid-point of the span.

1.9 CLEC will provide notification to all Co-Providers in the local calling areas of CLEC's change in routing when the CLEC chooses to route its traffic in accordance with Qwest's SPOP interconnection trunking.

1.10 Ordering

1.10.1 Prior to ordering, Qwest and CLEC will work together to review CLEC's network configuration in order to ensure correct and complete ASR ordering.

1.10.2 SPOP in a LATA will be ordered based upon the standard ordering process for the type of facility chosen. See the Qwest Interconnection and Resale Resource Guide for further ordering information.

1.10.3 CLEC will issue ASRs to convert existing access tandem trunk groups to SPOP trunk groups.

1.10.4 In addition, the ASR ordering SPOP trunks will include SPOP Remarks "Single POP in LATA " and the SPEC Field must be filled out with the appropriate code.

ATTACHMENT 2
SINGLE POINT OF PRESENCE WAIVER

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

CLEC certifies:

That it will not originate any traffic destined for subtending offices of Qwest's Access Tandems for which CLEC seeks a waiver or, if CLEC does originate such traffic, that CLEC will route such traffic to a Non-Qwest network; and CLEC certifies that it has no end users in the serving area of the Qwest Access Tandem for which CLEC seeks a waiver.

CLEC will send an electronic letter to Qwest indicating the Qwest access tandems subject to this waiver at the time of ordering trunks required to implement SPOP in the LATA. In addition, CLEC will provide a revised electronic letter to Qwest advising of any changes in the network configuration of the aforementioned access tandems. Should CLEC desire to begin serving end users in the serving area of a Qwest access tandem currently under this waiver, CLEC must first establish trunking to the Qwest access tandem. Additionally, should CLEC desire to originate traffic destined to a Qwest end office subtending a Qwest access tandem currently under this waiver, CLEC must first establish trunking to the Qwest access tandem.

Should this traffic occur, the Parties agree to meet within forty-five (45) Days of Qwest's identification of such misrouted traffic to discuss methods for avoiding future misrouting on that trunk group or groups. CLEC will then have thirty (30) Days from the date of meeting to correct such misrouting on that trunk group or groups. If further misrouting occurs or continues after that date on the same trunk group or groups as the original misrouting identified, the Parties agree to meet again within thirty (30) Days of Qwest's identification of such misrouted traffic to discuss methods for avoiding future misrouting on that trunk group or groups. CLEC will then have thirty (30) Days from the date of meeting to correct such misrouting. If further misrouting occurs or continues after that date on the same trunk group or groups, Qwest will consider this waiver null and void and all requirements in Attachment 1 or in the existing Agreement currently in effect between the Parties will be reinstated. If the Parties disagree about whether the traffic identified by Qwest was actually misrouted, the Parties agree to avail themselves of the dispute resolution provision of their Agreement.