

**Amendment No. 1
to the Interconnection Agreement between
Qwest Corporation
and
Eschelon Telecom of Washington, Inc.
for the State of Washington**

This Amendment ("Amendment") is to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and Eschelon Telecom of Washington, Inc. ("CLEC").

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement ("Agreement"), for service in the State of Washington that was approved on April 2, 2009;

WHEREAS, the Parties arbitrated certain issues in Docket UT-063061 relating to Unbundled Network Element ("UNE") conversions and commingling;

WHEREAS, the Parties have agreed to address terms and conditions for the time period during which Qwest desires additional time to implement certain Commission rulings regarding conversions (identified as arbitration Issue Nos. 9-43 and 9-44 and subparts) and billing of commingled arrangements [identified as arbitration Issue Nos. 9-58(c) and 9-58(d)]; and

WHEREAS, the Parties wish 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:

1. Amendment Terms

The Agreement is for the purpose of setting the Parties' agreed terms and conditions for the Interim Period for conversions (identified as arbitration Issue Nos. 9-43 and 9-44 and subparts) and billing of commingled arrangements [identified as arbitration Issue Nos. 9-58(c) and 9-58(d)] in the State of Washington as set forth in Attachment 1, attached hereto and incorporated herein. The Parties agree the language and rates in this document are for the limited purposes of this Amendment. CLEC and Qwest reserve their rights to assert different language and/or rates in other contexts, including, but not limited to, arbitration of a new interconnection agreement or amendment to the existing interconnection agreement.

The Parties disagree regarding application of the Commission's ruling on arbitration Issue No. 9-43 to conversions from UNE EELs to Commingled EELs. The agreement of the Parties as to how to handle this issue during the Interim Period does not reflect any agreement as to interpretation of the Commission's Order on this issue. Each party reserves its rights regarding application of the Commission's ruling on arbitration Issue No. 9-43 to conversions from UNE EELs to Commingled EELs in other contexts.

August 18, 2009/kcd/Amd #1/Eschelon Telecom/WA
Amendment to CDS-090226-0001

The Parties agree that, for purposes of this Amendment, the "Interim Period" is the period from April 2, 2009 (the effective date of the Agreement) until the Agreement is amended to reflect that a mechanized solution is in place for implementing these Commission's arbitration rulings.

2. Effective Date

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

3. Further Amendments

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. Except as provided in the Agreement, this Amendment may not be further amended or altered, and no waiver of any provision thereof shall be effective, except by written instrument executed by an authorized representative of both Parties.

4. Entire Agreement

Other than the publicly filed Agreement and its Amendments, Qwest and CLEC have no agreement or understanding, written or oral, relating to the terms and conditions during the Interim Period for conversions (identified as arbitration Issue Nos. 9-43 and 9-44 and subparts) and billing of commingled arrangements [identified as arbitration Issue Nos. 9-58(c) and 9-58(d)] in the State of Washington.

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.

Eschelon Telecom of Washington, Inc.

J. Oxley
Signature

J. Oxley
Name Printed/Typed

EVP General Counsel
Title

8/18/09
Date

Qwest Corporation

L. T. Christensen
Signature

L. T. Christensen
Name Printed/Typed

Director - Wholesale Contracts
Title

8/20/09
Date

ATTACHMENT 1
Billing of Commingled Arrangements and
Same Circuit Identification (“ID”) for Conversions

Section 9.1.1.1.1 is modified to add the following subpart:

9.1.1.1.1.3 Regarding the Interim Period, see Sections 9.1.16 and 9.23.4.6.6.5.

The Agreement is amended to add a new Section 9.1.16:

9.1.16 Qwest has commenced, or will promptly commence, development of a mechanized process to implement retaining the same circuit ID for each facility converted from a UNE to an alternative service arrangement pursuant to Sections 9.1.13 - 9.1.15. Notwithstanding anything that may be to the contrary in the Agreement, the Parties agree to the following:

9.1.16.1 Qwest relinquishes its right to any and all amounts due via the back billing described in Sections 9.1.13 – 9.1.14 for the Interim Period. The Interim Period is defined in paragraph 1 of Amendment No. 1 to the Agreement. During the Interim Period, Qwest will bill the rates in Exhibit A for the services subject to Amendment No. 1 to the Agreement. Qwest may back bill outside the Interim Period, as described in Sections 9.1.13 – 9.1.14, but Qwest will not back bill for amounts that otherwise would be due for the Interim Period.

9.1.16.2 Qwest will not convert facilities subject to 9.1.16.1 to alternative service arrangements (see, e.g., Section 9.1.15) during the Interim Period.

9.1.16.3 During the Interim Period, when CLEC submits an order to convert a UNE to a Qwest alternative service arrangement pursuant to Sections 9.1.13-9.1.15, CLEC will use a Local Service Request (“LSR”), except for conversions of UDITs, which will be ordered using an Access Service Request (“ASR”). In either case, CLEC will include “UNEtoPLT” in the “Project” field and will populate the “Activity” field with “Change” (“C”). No other CLEC submission of orders will be required, during or after the Interim Period, to accomplish these conversions. Although Qwest will process these orders for purposes of assessing the non-recurring charge described in Section 9.1.14.6, Qwest will not convert the facilities. The circuit ID will remain unchanged.

9.1.16.3.1 After the Interim Period, Qwest will issue orders to perform update(s) of records, including updating the Customer Service Records (“CSRs”), if not already updated. When Qwest converts a facility to an analogous or alternative service arrangement pursuant to Section 9.1.16.3 the conversion will be in the manner of a price change on the existing records and not a physical conversion. The circuit IDs will remain unchanged. Qwest will complete these conversions using a seamless process that does not affect the End User Customer’s perception of service quality. Qwest will not assess the non-recurring charge described in Section 9.1.14.6 (as it is assessed pursuant to Section 9.1.16.3 in conjunction with submission of the CLEC order).

9.1.16.3.2 Commingled EELs.

9.1.16.3.2.1 Conversion of Point-to-Point UNE EEL to Commingled EEL. When CLEC requests conversion of a UNE EEL to a Commingled EEL, CLEC will submit a single service request and populate the first 10 characters of the remarks field with "COMMINGLED."

9.1.16.3.2.1 Notwithstanding anything that may be to the contrary in Sections 9.1.15.2.3 and 9.1.16.3, for the Interim Period, Qwest may use two circuit IDs for the Commingled EEL after the conversion. After the conversion, the UNE component of the Commingled EEL will have the same circuit ID as formerly assigned to the UNE EEL. Qwest may assign a different circuit ID to the non-UNE component of the Commingled EEL.

9.1.16.3.2.2 New Commingled EEL(s). When CLEC orders a new Commingled EEL (i.e., not a conversion from a UNE EEL as described in Section 9.1.16.3.2.1), CLEC will submit two service requests (first a request for the non-UNE component and then a request for the UNE component). In the remarks field on the service request for the UNE component, CLEC will populate the first 10 characters of the remarks in the remarks field with "COMMINGLED." If Qwest has provided the circuit ID for the non-UNE component on the Firm Order Confirmation ("FOC") for the non-UNE component within no more than 24 hours after CLEC submission of its service request for the non-UNE, CLEC will populate the remarks field of the request for the UNE with the circuit ID for the non-UNE component (following the word "COMMINGLED" in the remarks field).

9.1.16.4 Regarding Commingling and the Interim Period, see Section 9.23.4.6.6.5.

Section 9.23.4.5.4 is modified to add the following subpart:

9.23.4.5.4.2 Regarding the Interim Period, see Section 9.1.16 and Section 9.23.4.6.6.5.

Section 9.23.4.6.6.4 is modified to add the following subparts:

9.23.4.6.6.4.1 Nothing in Section 9.23.4.6.6.5 (relating to bills) alters the requirements of this Section 9.23.4.6.6.4 (relating to Customer Service Records).

Section 9.23.4.6.6 is modified to add the following subparts:

9.23.4.6.6.5 Qwest has commenced, or will promptly commence, development of a mechanized process to implement relating the components of Commingled EEL on bills. Notwithstanding anything that may be to the contrary in the

Agreement (except as provided in 9.23.4.6.6.4.1), the Parties agree to the following:

9.23.4.6.6.5.1 During the Interim Period, Qwest will provide CLEC, at least once a month, if the inventory has changed, with a spreadsheet containing, for each Commingled EEL: (1) the circuit ID for the UNE component; (2) the circuit ID for the non-UNE component; (3) the summary Billing Account Number ("BAN") for the UNE component; (4) the summary BAN for the non-UNE component; and (5) the sub-account number for the UNE component.

Section 24.3.1 is modified to add the following subpart:

24.3.1.1. Regarding the Interim Period, see Section 9.1.16 and Section 9.23.4.6.6.5.