

**Reciprocal Compensation Rate Election Amendment  
to the Interconnection Agreement  
between  
Qwest Corporation  
and  
Pac-West Telecomm, Inc.  
for the State of Utah**

This is an Amendment (“Amendment”) to the Interconnection Agreement between Qwest Corporation (“Qwest”), a Colorado corporation, and Pac-West Telecomm, Inc. (“CLEC”), a California corporation. 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 Utah, which was approved by the Utah Public Service Commission (“Commission”) on August 21, 2008; and

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 changing the Reciprocal Compensation Rate Election from State Ordered Rates to FCC ISP Ordered Rates, as set forth in Exhibit J, attached hereto and incorporated herein.

**Effective Date**

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

**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.

**Pac-West Telecomm, Inc.**

**Qwest Corporation**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Jennifer Eubanks  
Name Printed/Typed

L. T. Christensen  
Name Printed/Typed

Chief Financial Officer  
Title

Director – Interconnection Agreements  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date