

**Voice over Internet Protocol (VoIP) 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. CLEC and Qwest shall be known jointly as the "Parties".

RECITALS

WHEREAS, CLEC and Qwest 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 dispute terms, conditions and application and interpretation of existing rules regarding the exchange of traffic commonly referred to as "VoIP Traffic" and desire to exchange VoIP Traffic pending the outcome of a decision by the applicable State Commission or the Federal Communications Commission ("FCC") regarding the definition of VoIP Traffic and the appropriate intercarrier compensation to apply to VoIP Traffic; and

WHEREAS, to address the dispute regarding the exchange of VoIP Traffic without either Party waiving rights to advocate the position and seek appropriate remedies, and to allow the network configuration specified below to be installed and/or maintained so that traffic can be exchanged, the Parties have agreed to the following terms and conditions.

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 and conditions for VoIP traffic as set forth in Attachment 1 to this Amendment, attached hereto and incorporated herein by this reference. The Sections identified in Attachment 1 have been modified, replaced entirely or are new additions to the Agreement.

Effective Date

This Amendment shall be deemed effective upon approval by the Commission; however, where permitted, the Parties 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, which updates shall be made on a timely basis. CLEC will be notified when all system changes have been made. If necessary, 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 an accurate true-up subject to the dispute resolution clause of this Agreement, 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.

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

ATTACHMENT 1

Qwest's Voice over Internet Protocol (VoIP) Amendment

The following new definition is hereby replaced in Section 4.0 - DEFINITIONS:

"Interconnection" is as described in the Act and refers to the connection between networks for the purpose of transmission and routing of telephone Exchange Service traffic, Exchange Access, ISP-Bound traffic, VoIP traffic, and Jointly Provided Switched Access traffic.

The following new definitions are hereby added in Section 4.0 - DEFINITIONS:

"VoIP" (Voice over Internet Protocol) traffic is traffic that originates in Internet Protocol at the end user customer premises using IP-Telephone handsets, end-user customer premises Internet Protocol (IP) adapters, CPE-based Internet Protocol Telephone (IPT) Management "plug and play" hardware, IPT application management and monitoring hardware or such similar equipment and is transmitted over a broadband connection to the VoIP provider. VoIP is treated as an Information Service, and is subject to interconnection and compensation rules and treatment accordingly under this Agreement as amended by this Amendment, including but not limited to section 7.3.4.7.1 below, based on the supposition that the VoIP Provider Point of Presence ("POP") is an end user premise.

"VoIP Provider POP (Point Of Presence)" is any portion of CLEC's network or network facilities that is dedicated to the transmission and routing of VoIP traffic to or from Qwest's network, including but not limited to a multiplexer port or DSX panel.

The following new sections 7.1.1.2 and 7.1.1.3 are hereby added to the Agreement:

7.1.1.2 A Party may utilize LIS trunks to send VoIP traffic to the other Party for termination under this Agreement only pursuant to the same rules that apply to traffic from all other end users, and pursuant to the requirement that the VoIP Provider POP must be in the same local calling area as the called party. CLEC may not use LIS trunks solely to exchange VoIP traffic. The parties agree to allow each other to conduct operational verification audits and to work cooperatively with each other as well as to make available any supporting documentation and records including any of the parties' providers or customers to ensure that the parties are complying with the definition and appropriate treatment of VoIP traffic. Qwest shall have the right to redefine this traffic as Switched Access in the event of an "operational verification audit failure". Such audit will be conducted on a quarterly basis and Qwest will notify CLEC of problems within 30 days. An "operational verification audit failure" is defined as: (a) Qwest's inability to conduct a post-provisioning operational verification audit due to insufficient cooperation by CLEC or CLEC's other providers, or (b) a determination by Qwest in a post-provisioning operational verification audit that the CLEC or CLEC's end-user customers are not originating calls in a manner consistent with this definition. All information exchanged between the Parties will be considered confidential and proprietary information pursuant to the Agreement. CLEC reserves the right to require any non-employee who is directly or indirectly involved in any such review to execute a nondisclosure agreement reasonably satisfactory to CLEC.

7.1.1.3 Prior to using Local Interconnection Service trunks to terminate VoIP traffic, the parties certify that they require their customers to certify that the (a) types of

equipment VoIP end-users will use are consistent with the origination of VoIP calls as defined in Section 4 of this Agreement, and (b) types of configurations that VoIP end-users will use to originate calls using IP technology are consistent with the configuration as defined in Section 4 of this Agreement. CLEC will initially use the Charge Number (CN) field of the SS7 call stream to identify the VoIP Provider POP that is used by CLEC to send the VoIP Traffic to Qwest for termination and is local to the called party's number to ensure that the billing systems will properly rate the calls as local calls. The parties will also subsequently use any mandatory industry standards or any other mutually agreeable method to identify the VoIP Provider POP associated with the VoIP Traffic.

The following new section is hereby added to the Agreement:

7.2.1.2.5 (f) VoIP traffic as defined in this Agreement.

The following new section is hereby added to the agreement:

7.3.4.7 Exchange Service (EAS/Local) and VoIP Traffic

7.3.4.7.1 CLEC and Qwest will exchange Exchange Service (EAS/Local) and VoIP traffic pursuant to the selection made by CLEC in Exhibit J.