

**Collocation Transfer of Responsibility Amendment
to the
Interconnection Agreement
between
Qwest Corporation
and
HighSpeed.com of Oregon, LLC**

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation (f/k/a U S WEST Communications, Inc.) ("Qwest"), a Colorado corporation, and HighSpeed.com of Oregon, LLC ("CLEC"), a Washington limited liability corporation.

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement, for service in the State of Oregon, that was approved by the Oregon Public Utility Commission on June 9, 1999, as referenced in Order No. 99-377 ("Agreement"); 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:

Amendment Terms

The Agreement is hereby amended by adding the terms, conditions and rates for Collocation Transfer of Responsibility, as set forth in Attachment 1 and Exhibit A, attached hereto and incorporated herein.

Rates in Exhibit A will reflect legally binding decisions of the Commission and shall be applied on a prospective basis from the effective date of the legally binding Commission decision, unless otherwise ordered by the Commission.

Effective Date

This Amendment shall be deemed effective upon approval by the Commission; however, the Parties may 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. CLEC will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met.

Amendments; Waivers

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'

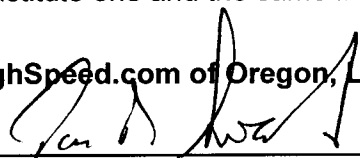
authorized representative. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

Entire Agreement

This Amendment (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of this Amendment and supersedes any prior understandings, agreements, amendments or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of this Amendment.

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.

HighSpeed.com of Oregon, LLC



Signature

Thomas P. Sawatzki

Name Printed/Typed

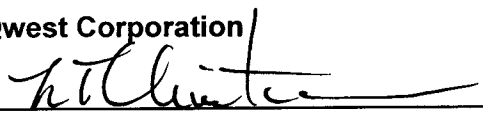
President

Title

11/17/03

Date

Qwest Corporation



Signature

L. T. Christensen

Name Printed/Typed

Director – Legal Issues

Title

12/5/03

Date

ATTACHMENT 1

COLLOCATION TRANSFER OF RESPONSIBILITY

If terms and conditions for Collocation Transfer of Responsibility are included in CLEC's Interconnection Agreement, and those terms differ from those set forth in this amendment, then the terms of the Interconnection Agreement prevail.

1.0 Description

1.1 Transfer of Responsibility refers to the transfer of a Collocation site to an assuming CLEC or from a vacating CLEC subject to the conditions set forth herein. A Transfer of Responsibility Collocation site is identified via the vacating CLEC's 11 character CLLI™ code.

1.2 Transfer of Responsibility is offered for Caged Physical, Cageless Physical, and Virtual Collocation.

1.3 All other types of Collocation to be transferred will be handled on an Individual Case Basis (ICB) by contacting the appropriate Qwest Wholesale Project Manager (WPM).

1.4 There are two types of Transfer of Responsibility:

1.4.1 Transfer of Responsibility without working circuits – there are no active terminations (e.g., Digital Signal Level 0 (DS0), Digital Signal Level 1 (DS1)) for the Collocation site to be transferred.

1.4.2 Transfer of Responsibility with working circuits – active terminations (e.g., DS0, DS1) are associated with the Collocation site to be transferred.

1.5 Transfer of Responsibility with working circuits is offered if only administrative changes are required and the transfer does not involve translations activity that need to be processed in conjunction with the transfer. If the CLEC's transfer plans allow for the completion of the Transfer of Responsibility prior to the translation activity, then the transfer request would be permissible within the product offering.

1.6 A request for Transfer of Responsibility is irrevocable upon one hundred percent (100%) payment by the assuming CLEC of the nonrecurring Collocation transfer charges reflected on the quote.

2.0 Terms and Conditions

2.1 A Collocation site is considered eligible for Transfer of Responsibility only after Qwest completes the site build-out and the vacating CLEC has accepted the site.

2.2 Assuming CLEC is required to have an Interconnection Agreement with Qwest prior to submitting a Transfer of Responsibility request. Assuming CLEC will need to amend any previously-existing Interconnection Agreement prior to submitting a Transfer of Responsibility request if it does not contain the Terms and Conditions and rate elements for the services that will be transferred.

2.2.1 If vacating CLEC has filed for bankruptcy, assuming CLEC must comply with 11 U.S.C. Section 365.

2.3 Both vacating and assuming CLEC's Interconnection Agreements with Qwest must contain finalized terms and conditions associated with the Transfer of Responsibility of a Collocation site and all associated services.

2.4 The Collocation site referenced in the Transfer of Responsibility request will be transferred "as is" and in its entirety. This includes, but is not limited to, entrance facilities (from the Point of Interface (POI) utility hole), Splitters, cables, and working circuits (if applicable). Terms and conditions pertaining to the transfer of equipment between the vacating and assuming CLECs will be the responsibility of the vacating and assuming CLECs.

2.5 The assuming CLEC will provide the information Qwest will need to update the following items: Customer Name, Access Carrier Name Abbreviation (ACNA), Master Customer Number (MCN), Customer address, phone number, billing and contact information, and contract number. The 11 character CLEC CLLI™ code will remain the same. The Transfer of Responsibility request may not include translations work for associated working circuits.

2.6 The Transfer of Responsibility request is available if there are no space requests pending by a CLEC or Qwest, or if the vacating and assuming CLEC were affiliate corporate entities prior to the proposed transfer, or the transfer is due to a bankruptcy court order. Collocation Transfer of Responsibility is not available if another CLEC and/or Qwest are in waiting queue for available space within the requested Central Office.

2.7 The negotiation of the transfer terms and conditions between the vacating CLEC and the assuming CLEC is the responsibility of those two Parties. Qwest does not participate in these discussions. Qwest will only manage the database and records transfer.

2.8 Qwest is not responsible for the physical condition of the CLEC's equipment, with the exception of equipment associated with a Virtual Collocation site, as set forth in CLECs' Interconnection Agreement.

2.9 If a CLEC submits a Transfer of Responsibility request for a site that has a related Splitter Collocation associated with it, the Splitter Collocation will be transferred as part of the Transfer of Responsibility.

2.10 Submission of new connect, change, and disconnect orders will be restricted from quote acceptance until the transfer of the working circuits is complete. If new connect, change, and disconnect orders need to be submitted between quote acceptance and the completion of the transfer, it will be handled on an ICB and could affect the Ready for Service (RFS) date.

2.11 Submission of Collocation augment orders will be restricted from the time that the Application for Transfer of Responsibility has been validated until the assuming CLEC has accepted the quote for the Transfer of Responsibility.

2.12 All work in progress related to the Collocation site and/or associated working circuits (if applicable) must either be completed or cancelled by vacating CLEC prior to quote acceptance.

2.13 If vacating CLEC does not lease another physical Collocation site at the specified Central Office at the time of the Transfer of Responsibility request, then vacating CLEC must relinquish security access to the building.

2.14 CLEC's obligations:

2.14.1 Prior to submitting a Transfer of Responsibility request, vacating CLEC's financial

obligations to Qwest with respect to the Collocation site to be transferred must be met, with the exception of formally disputed charges. The vacating CLEC's financial obligations will include payment of one hundred percent (100%) of all nonrecurring charges and all applicable recurring charges for the specific Collocation account that are more than 30 days past due.

2.14.2 Prior to submitting a Transfer of Responsibility request, the assuming CLEC's financial obligations to Qwest must be in good standing.

2.14.3 Prior to submitting a Transfer of Responsibility (without working circuits) request, vacating CLEC must ensure that no live circuits exist at the Collocation site to be transferred.

2.14.4 Prior to transferring a Collocation site with working circuits, vacating CLEC must notify, in writing, all of its current end-users and service customers that utilize its Transfer of Responsibility Collocation site equipment or facilities of the transfer of service to the assuming CLEC, unless vacating CLEC has a waiver from the FCC.

2.14.5 Vacating and/or assuming CLEC will be responsible for submitting Local Service Request (LSR) orders for Unbundled Loops, Enhanced Extended Loops (EELs), Line Sharing, and Line Splitting. Orders to transfer Local Interconnection Service (LIS) trunks and ancillary services (e.g., SS7, 911, Operator Services) with no translation activity, as well as Dark Fiber, Private Line, and Access circuits, will be processed based on the information provided in the Transfer of Responsibility Spreadsheet found in the Product Prerequisite section of the Collocation General PCAT.

2.14.6 Assuming CLEC is responsible for Directory Assistance (DA), Operator Services (OS), Directory Listings (DL), Busy Line Verify/Busy Line Interrupt (BLV/BLI), and 911 changes, if applicable. Any additional SS7 changes will need to be made after the transfer is complete.

2.15 Required documentation:

2.15.1 Transfer of Responsibility Application Form.

2.15.2 Vacating CLEC must send Qwest an e-mail notification (if the transfer includes working circuits), along with the Transfer of Responsibility Application, representing to Qwest that all of its end-users and service customers have been properly notified (refer to section 2.14.4). An exception is if the CLEC has a waiver from the FCC, which would then need to be included with the Transfer of Responsibility request.

2.15.3 Vacating and assuming CLEC must provide Qwest, along with the Transfer of Responsibility Application, a signed Qwest Transfer Authorization Agreement. Required information on the Qwest Transfer Authorization Agreement: Qwest Central Office Name, applicable CLLI™ codes, Collocation BAN numbers, and charges (as provided by Qwest) for the transfer of the Collocation site.

2.15.4 If there are working circuits associated with the Collocation site to be transferred, the vacating or assuming CLEC must complete the Transfer of Responsibility Spreadsheet and submit it along with the Transfer of Responsibility Application.

2.15.5 If Collocation site being transferred has a CLEC-to-CLEC (Direct) arrangement, then the CLEC submitting the Transfer of Responsibility must submit a Letter of

Authorization (LOA), along with the Transfer of Responsibility Application, signed by both the vacating CLEC and the CLEC partner authorizing the transfer of the CLEC-to-CLEC service to the assuming CLEC. A separate LOA is required, as a condition precedent, for each separate CLEC-to-CLEC relationship with respect to the facility that is the subject matter of the Transfer of Responsibility Application.

2.15.6 Once Collocation site transfer is complete the vacating CLEC, assuming CLEC, and Qwest are all required to sign the Qwest Services Transfer Agreement.

3.0 Rate Elements

3.1 Vacating CLEC will not incur charges for the transfer of the Collocation site.

3.2 Assuming CLEC's quote will reflect the following nonrecurring charges associated with the transfer of the Collocation site: Assessment Fee, payable regardless of whether the quote is accepted, and Network Systems Administrative Fee.

3.3 Nonrecurring charge for processing Interconnection circuits.

4.0 Ordering

4.1 The Transfer of Responsibility process requires submission of the Transfer of Responsibility Application Form containing information for both the vacating and the assuming CLEC.

4.2 The Transfer of Responsibility Application Form can be found on Qwest's web site at: <http://www.qwest.com/wholesale/pcat/collocation.html>.

4.3 The Transfer of Responsibility request should be submitted to colo@qwest.com and rfsmet@qwest.com simultaneously.

5.0 Billing

5.1 Vacating CLEC is obligated to pay all recurring charges associated with the Collocation until Qwest completes the Transfer of Responsibility request. When the RFS date is met, Qwest will begin to bill the assuming CLEC for all recurring billing, charges based on the CLEC's Interconnection Agreement, and cease the recurring billing for the vacating CLEC.

5.2 Assuming CLEC will be responsible for the monthly charges for the working circuits and charges for the transfer of the working circuits (if applicable).

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EXHIBIT A

Oregon		Recurring	Nonrecurring	Notes
7.0	Interconnection Facility Options			
7.x.x	Collocation Transfer of Responsibility of Wireline & Wireless Interconnection Service Trunks			
	Per Trunk Group		\$31.39	
	Per Facility Circuit		\$31.39	
8.0	Collocation			
8.1	All Collocation			
8.1.17	Transfer of Responsibility			
	Assessment Fee		\$1,058.00	*
	Network Systems Administration Fee		\$1,663.00	*
9.0	Unbundled Network Elements			
9.x.x	Collocation Transfer of Responsibility of Unbundled Loop, per circuit		\$31.39	
9.x.x	Collocation Transfer of Responsibility of Sub Loop and Shared Distribution Loop, per circuit		\$31.39	
9.x.x	Collocation Transfer of Responsibility of Line Sharing and Line Splitting, per circuit		\$31.39	
9.x.x	Collocation Transfer of Responsibility of Unbundled Dedicated Interoffice Transport, per circuit		\$31.39	
9.x.x	Collocation Transfer of Responsibility of Unbundled Dark Fiber, per pair		\$31.39	
9.x.x	Collocation Transfer of Responsibility of Enhanced Extended Loop/Loop MUX Combination, per circuit		\$31.39	
9.x.x	Collocation Transfer of Responsibility of Loop Splitting, per circuit		\$31.39	
* These rates are loaded for the Qwest region.				