DC Power Reduction, Restoration and Deactivation Amendment to the Interconnection Agreement between Qwest Corporation and MCImetro Access Transmission Services LLC for the State of Nebraska

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and MCImetro Access Transmission Services LLC ("CLEC"). CLEC and Qwest shall be known jointly as the "Parties".

RECITALS

WHEREAS, CLEC and Qwest entered into an Interconnection Agreement ("Agreement") which was approved by the Commission on November 28, 2006; and

WHEREAS, the Parties wish to amend the Agreement further under the rates, 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 as set forth in Attachment 1 and Exhibit A, to this Amendment, attached hereto and incorporated herein by this reference.

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. Additionally, Qwest shall implement any necessary billing changes within two (2) billing cycles after the latest execution date of this Amendment, with a true-up 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 accurately 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. This Amendment shall be deemed to revise the rates, terms and conditions of the Agreement to the extent necessary to give effect to the rates, terms and conditions of this Amendment. In the event of a conflict between the rates, terms and conditions of this Amendment and the rates, terms and conditions of the Agreement, this Amendment shall govern; provided, however, that the fact that a rate, term or condition appears in this Amendment but not in the Agreement, or in

the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this sentence.

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 representatives. 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 other prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any other prior or subsequent such occurrence.

Entire Agreement

For the period on and after the effective date of this Amendment, the Agreement, as amended by this Amendment, constitutes the entire agreement between the Parties with regard to the subject matter of this Amendment and supersedes any prior or contemporaneous agreement, understanding, or representation, with regard to the subject matter of this Amendment; provided that, nothing in this Amendment shall abrogate or alter any monetary obligation incurred by Qwest or CLEC prior to the effective date 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.

MCImetro Access Transmission Services LLC	**Qwest Corporation**
Signature	Signature
Peter H Reynolds	L. T. Christensen
Name Printed/Typed	Name Printed/Typed
Director – Contract Management	Director – Wholesale Contracts
Title	Title
July 12, 2010	7/22/10
Date	Date

ATTACHMENT 1

1. Section 8.2.1 of the Agreement is amended by adding a new Section 8.2.1.31 as follows:

8.2.1 Terms and Conditions - All Collocation

8.2.1.31 DC Power Reduction, Restoration, and Deactivation.

DC Power Reduction With Reservation allows CLEC to deactivate a secondary power feed (i.e., reduce the ordered amps on the secondary power feed to zero), while reserving a fuse or breaker position on the power board or battery distribution fuse board (BDFB) for that secondary power feed. CLEC will pay a monthly Power Maintenance Charge to retain the existing power cabling and fuse/breaker position for the secondary power feed until such time as CLEC notifies Qwest CLEC wishes to discontinue DC Power Reduction with Reservation for such secondary power feed (for instance, when CLEC elects to reactivate such secondary power feed or remove such secondary power feed from the power distribution point [e.g., BDFB or power board]).

DC Power Reduction Without Reservation allows CLEC to reduce the ordered amps on a primary or secondary power feed to a minimum of twenty (20) amps.

DC Power Off allows CLEC to deactivate a secondary power feed and remove it from the power distribution point (e.g., BDFB or power board). A primary power feed with a minimum of 20 amps must be maintained in each collocation at all times, with the exception of Adjacent Collocation, Common Area Splitter Collocation, and ICDF Collocation. Adjacent Collocation, Common Area Splitter Collocation, and ICDF Collocation do not have a minimum DC power requirement.

DC Power Restoration allows CLEC to reactivate a power feed that has been deactivated pursuant to DC Power Reduction With Reservation and to increase the ordered amps on a power feed for which the ordered amps previously have been reduced pursuant to DC Power Reduction Without Reservation. Restoration of DC power is contingent upon availability of the desired power and fuse/breaker.

8.2.1.31.1 Applications for DC Power Reduction/Restoration/Deactivation may be submitted only for Collocation sites that have been completed and accepted by CLEC. For Collocation sites that have not been completed and accepted by CLEC, CLEC shall follow change or augment procedures in accordance with this Agreement, including the applicable rates for changes or augments provided for in this Agreement. On the Collocation Application, CLEC shall indicate that it is a request for DC Power Reduction/Restoration/Deactivation and identify the specific power feeds. Qwest shall notify CLEC of any deficiencies in the Collocation Application within ten (10) Days of Qwest's receipt of the Collocation Application. A quotation for the DC Power Reduction/Restoration/Deactivation shall be provided to CLEC within

twenty-five (25) Days of Qwest's receipt of the Collocation Application requesting the DC Power Reduction/Restoration/Deactivation. The quoted nonrecurring charges shall be honored for thirty (30) Days from the quotation. CLEC payment of all quoted nonrecurring charges constitutes acceptance and Qwest shall then perform the work. If CLEC accepts the quotation within seven (7) Days of CLEC's receipt of the quotation, Qwest shall complete the DC Power Reduction/Restoration/Deactivation within ninety (90) Days of receipt of the Collocation Application. If CLEC accepts the quotation more than seven (7) Days after CLEC's receipt of the quotation, Qwest shall complete the DC Power Reduction/Restoration/Deactivation within ninety (90) Days of receipt of CLEC's acceptance.

8.2.1.31.2 CLEC assumes all responsibility for outages or impacts to CLEC services and equipment due to the reduction in DC power. Restoration of the DC power is contingent upon availability of the desired power and fuse/breaker.

8.2.1.31.3 Before submitting a Collocation Application requesting DC Power Reduction/Restoration/Deactivation, CLEC's financial obligations for the Collocation site must be current, with the exception of formally disputed charges. Billing to CLEC will be revised to reflect the reduced/restored/eliminated DC power upon receipt of payment of the quoted charges effective back to the date of receipt of a complete and accurate Collocation Application, in accordance with Sections 8.2.1.31.1 and 8.4.1.5 of this Agreement, requesting DC Power Reduction/Restoration/Deactivation.

8.2.1.31.4 For a power feed and fuse that are subject to DC Power Reduction with Reservation, if a shortage of fuse positions is imminent, Qwest shall notify CLEC of the need to exercise its option to reuse the power feed and fuse, or relinquish the fuse position for use by another CLEC or Qwest. Upon receipt of such notification, CLEC must request restoration of the secondary power feed to at least twenty (20) amps or return the fuse position to Qwest within thirty (30) Days.

2. Section 8.3.1 of the Agreement is amended by deleting existing Section 8.3.1.6 and replacing it with a new Section 8.3.1.6 as follows:

8.3 Rate Elements

8.3.1 Rate Elements - All Collocation

8.3.1.6 -48 Volt DC Power Usage Charge. Provides -48 volt DC power to CLEC collocated equipment and is fused at one hundred twenty-five percent (125%) of the requested capacity. The -48 volt DC Power Usage Charge applies to the quantity of -48 volt capacity specified by CLEC in its order on a per ampere (amp) basis. There is a one (1) amp minimum charge for -48 volt DC power usage.

8.3.1.6.1 Optional -48 Volt DC Power Measurement is available in

accordance with Section 8.2.1.30.

8.3.1.6.2 Power Plant per Amp. Provides plant infrastructure to support the -48 volt DC power to CLEC collocated equipment. Power plant is built to support the amount of DC power usage ordered by CLEC and may be reduced/restored/deactivated with a power Reduction/Restoration/Deactivation request.

3. Section 8.3.1 of the Agreement is amended by adding a new Section 8.3.1.18 as follows:

8.3.1.18 DC Power Reduction, Restoration and Deactivation Rates: CLEC will be charged the applicable nonrecurring Quote Preparation Fee (QPF) and the DC Power Reduction or DC Power Restoration fee per Collocation request. Nonrecurring charges associated with the work required to reduce the fuse or breaker size shall be in accordance with Exhibit A. When power is restored for a feed for which power was reduced pursuant to DC Power Reduction Without Reservation, nonrecurring charges will be assessed on an ICB basis for the work required to restore the power utilizing standard power rate elements for labor and cabling charges. CLEC will be charged a nonrecurring charge on an ICB basis for moves between the battery distribution fuse board and the power board (for location changes) necessary for DC power reduction/restoration. If such a move includes rewiring the power lead at the power source, such ICB non-recurring charge will include rewiring the power lead at the power source. When Power is turned off or deactivated on a secondary power feed (i.e., Power Off), nonrecurring charges will be assessed for the work required to disconnect the power feed from the power distribution point. A recurring Power Maintenance Charge is associated with the option to hold the power infrastructure for a secondary feed for potential future use by CLEC (DC Power Reduction With Reservation). The recurring Power Maintenance Charge for a secondary power feed will terminate on the date CLEC returns the fuse position to Qwest or, if CLEC elects to reactivate the secondary power feed (DC Power Restoration), the date billing for the secondary power feed as a reactivated secondary power feed commences pursuant to Section 8.2.1.31.3. If Qwest is unable to provide the requested power restoration of the held feed(s) due to exhaustion of power capacity, Qwest will refund all Power Maintenance Charges collected since the reservation was accepted.

Amendment								Recurring	Recurring Per Mile	Non-Recurring	Notes REC	REC per Mile	NRC
8.0	Collocation												
	8.13	DC Power Reduction and Restoration											
		8.13.1	Power Reduction										
			8.13.1.1	Quote Preparation Fee, per Office						$797.51			1
			8.13.1.2	Power Reduction, With or Without Reservation, per Feed Set									
				8.13.1.2.1	Less Than 60 Amps After Power Reduction					$620.14			1
				8.13.1.2.2	Equal To 60 Amps After Power Reduction					$872.17			1
				8.13.1.2.3	Greater Than 60 Amps After Power Reduction					$1,095.67			1
			8.13.1.3	Power Off, per Feed Set, per Secondary Feed						$1,050.65			1
			8.13.1.4	Power Maintenance Charge (Reservation Charge), per Fuse Set				$60.53			1		
			8.13.1.5	Location Change from Power Board to BDFB						ICB			3
		8.13.2	Power Restoration										
			8.13.2.1	Quote Preparation Fee, per Office						$797.51			1
			8.13.2.2	Power Restoration, applies to Primary & Secondary Feed									
				8.13.2.2.1	Power Restoration for Secondary feed With Reservation								
					8.13.2.2.1.1	Less Than 60 Amps After Power Restoration				$620.14			1
					8.13.2.2.1.2	Equal To 60 Amps After Power Restoration				$872.17			1
					8.13.2.2.1.3	Greater Than 60 Amps After Power Restoration				$1,095.67			1
				8.13.2.2.2	Power Restoration for Primary and Secondary feed Without Reservation					ICB			3
			8.13.2.3	Location Change from Power Board to BDFB						ICB			3

NOTES:

1 Rates not addressed in Cost Docket (estimated TELRIC)

3 Individual Case Basis- ICB