Single Point of Presence ("SPOP") in the LATA Amendment to the Interconnection Agreement between Qwest Corporation and Broadvox-CLEC, LLC for the State of Nebraska

This Amendment ("Amendment") is made and entered into by and between Qwest Corporation ("Qwest"), a Colorado corporation, and Broadvox-CLEC, LLC ("CLEC"), incorporated in the State of Ohio. 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 Nebraska, that is currently pending Commission approval; and

WHEREAS, the Parties agree to amend the Agreement by adding 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

This Amendment is made in order to add terms, and conditions for Single Point of Presence ("SPOP") in the LATA, as set forth in Attachment 1 and Attachment 2, attached hereto and incorporated herein.

Neither Party shall lose any of its rights from the original contract by entering into this Amendment for SPOP.

Effective Date

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

Further Amendments

Amendments; Waivers. The provisions of this Agreement, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Agreement 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 Agreement (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of this Agreement 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 this Agreement.

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.

Broadvox-CLEC, LLC	**Qwest Corporation**
DocuSigned by: Kyle V. Bertrand 0C0CECAEEA1F48F...	05E9FC68BD57454... L T Christensen DocuSigned By: L T Christensen
Authorized Signature	Authorized Signature
Kyle V. Bertrand	L. T. Christensen
Name Printed/Typed	Name Printed/Typed
Vice President – Network Operations	Director - Wholesale Contracts
Title	Title
8/12/2011	8/12/2011
Date	Date

ATTACHMENT 1

Single Point of Presence (SPOP) in the LATA is a Local Interconnection Service (LIS) Interconnection trunking option that allows CLEC to establish one physical point of presence in the LATA in Qwest's territory. Qwest and CLEC may then exchange traffic at the CLEC's SPOP utilizing trunking as described in Section 1:

1.1 By utilizing SPOP in the LATA, CLEC can deliver both Exchange Access/IntraLATA LEC Toll and Jointly Provided Switched Access traffic and Exchange Service EAS/Local traffic at Qwest's Access Tandem Switches. CLEC can also utilize Qwest's behind the tandem infrastructure to terminate traffic to specific end offices. The SPOP is defined as the CLEC's physical point of presence. This allows for a trunk group from CLEC's POI in one Local Calling Area (LCA) to be ordered to any Qwest local tandem or end office in another LCA which is otherwise not available, absent this amendment.

1.2 SPOP in the LATA includes an Entrance Facility (EF), Expanded Interconnect Channel Termination (EICT), or Mid Span Meet POI and Direct Trunked Transport (DTT) options available at both a DS1 and DS3 capacity.

1.3 Where CLEC intends to send calls through a Qwest tandem to a subtending end office, the following conditions apply:

1.3.1 CLEC may interconnect at either the Qwest local Tandem Switch or the Qwest Access Tandem Switch for the delivery of Exchange Service (EAS/local) traffic. When CLEC is interconnected at the Access Tandem Switch and where there would be a DS1's worth of Exchange Service (EAS/local) traffic (512 BHCCS) between CLEC's Switch and those Qwest End Office Switches subtending a Qwest local Tandem Switch, Qwest may petition the Commission to require CLEC to transition to a direct trunk group to the Qwest local Tandem Switch.

1.3.2 Qwest will allow Interconnection for the exchange of Exchange Service (EAS/local) traffic at Qwest's Access Tandem Switch without requiring Interconnection at the local Tandem Switch, at least in those circumstances when traffic volumes do not justify direct connection to the local Tandem Switch; and regardless of whether capacity at the Access Tandem Switch is exhausted or forecasted to exhaust.

1.4 CLEC will provide notification to all Co-Providers in the local calling areas of CLEC's change in routing when the CLEC chooses to route its traffic in accordance with Qwest's SPOP interconnection trunking.

1.5 Ordering

1.5.1 Prior to ordering, Qwest and CLEC will work together to review CLEC's network configuration in order to ensure correct and complete ASR ordering.

1.5.2 SPOP in a LATA will be ordered based upon the standard ordering process for the type of facility chosen.

1.5.3 CLEC will issue ASRs to convert existing access tandem trunk groups to SPOP trunk groups.

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1.5.4 In addition, the ASR ordering SPOP trunks will include SPOP Remarks "Single POP in LATA " and the SPEC Field must be filled out with the appropriate code.

ATTACHMENT 2

SINGLE POINT OF PRESENCE WAIVER

Qwest will waive the requirement for CLEC to connect to each Qwest Access Tandem in the LATA with this waiver.

CLEC certifies:

That it will not originate any traffic destined for subtending offices of Qwest's Access Tandems for which CLEC seeks a waiver or, if CLEC does originate such traffic, that CLEC will route such traffic to a Non-Qwest network; and CLEC certifies that it has no end users in the serving area of the Qwest Access Tandem for which CLEC seeks a waiver.

CLEC will send an electronic letter to Qwest indicating the Qwest access tandems subject to this waiver at the time of ordering trunks required to implement SPOP in the LATA. In addition, CLEC will provide a revised electronic letter to Qwest advising of any changes in the network configuration of the aforementioned access tandems. Should CLEC desire to begin serving end users in the serving area of a Qwest access tandem currently under this waiver, CLEC must first establish trunking to the appropriate Qwest access tandem. Additionally, should CLEC desire to originate traffic destined to a Qwest end office subtending a Qwest access tandem currently under this waiver, CLEC must first establish trunking to the appropriate Qwest access tandem.

Should this traffic occur, the Parties agree to meet within forty-five (45) Days of Qwest's identification of such misrouted traffic to discuss methods for avoiding future misrouting on that trunk group or groups, CLEC will then have thirty (30) Days from the date of meeting to correct such misrouting on that trunk group or groups. If further misrouting occurs or continues after that date on the same trunk group or groups as the original misrouting identified, the Parties agree to meet again within thirty (30) Days of Qwest's identification of such misrouted traffic to discuss methods for avoiding future misrouting on that trunk group or groups. CLEC will then have thirty (30) Days from the date of meeting to correct such misrouting. If further misrouting occurs or continues after that date on the same trunk group or groups, Qwest will consider this waiver null and void and all requirements in Attachment 1 or in the existing Agreement currently in effect between the Parties will be reinstated. If the Parties disagree about whether the traffic identified by Qwest was actually misrouted, the Parties agree to avail themselves of the dispute resolution provision of their Agreement.