DocuSign Envelope ID: A6CF25E4-2290-4BFF-B79E-B028CDBC7115

DC Power Self Certification Amendment to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC and XO Communications Services, LLC for the State of Nebraska

This Amendment ("Amendment") is to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC ("CenturyLink"), a Colorado corporation, and XO Communications Services, LLC ("CLEC"), a Delaware limited liability company (collectively, the "Parties").

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement, for service in the State of Nebraska, that was approved by the Commission in August 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 adding terms, conditions and rates for DC Power as set forth in Attachment 1, Exhibit A, and the Power Usage Reporting Form, attached hereto and incorporated herein by this reference.

By signature on this Amendment, CLEC has elected to self-certify its power usage for all Central Office based collocations in the State of Nebraska, where the power feed ordered is greater than sixty (60) Amps (with the exception of Virtual), whether the power feeds terminate to a BDFB or a Power Board, under the terms and conditions of this Amendment. Terms and conditions apply to all Central Office based collocations for DC Power for both Power Usage and Power Plant rate elements.

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. Except as provided in the Agreement, this Amendment may not be further amended or altered, and no waiver of any provision thereof shall be effective, except by written instrument executed by an authorized representative of both Parties.

Entire Agreement

Other than the publicly filed Agreement and its Amendments, CenturyLink and CLEC have no agreement or understanding, written or oral, relating to the terms and conditions for DC Power in the State of Nebraska.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, which may be in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

XO Communications Services, LLC

DocuSigned by:
Robert L. Geller
30403DD1477F477...

Signature

Robert L. Geller
Name Printed/Typed

EVP, Network and Customer Services
Title

6/25/2012
Date

Qwest Corporation dba CenturyLink QC

05E9FC68BD57454...
L T Christensen
DocuSigned By: L T Christensen

Signature

L. T. Christensen
Name Printed/Typed

Director – Wholesale Contracts
Title

6/25/2012
Date

ATTACHMENT 1

DC Power

NOTE: The numbering in this Attachment 1 (which may not be consecutive) is used as a convenience to the Parties and may not be related to the numbering of the remainder of the Agreement.

SECTION 8.0 - COLLOCATION

8.2 Terms and Conditions

8.2.1 Terms and Conditions - All Collocation

8.2.1.30 Optional DC Power Measurement and Self Certification. The following terms and conditions apply to a CLEC that elects to be billed for Power Plant and Power Usage (collectively "DC Power") on a measured usage basis using self certification. These terms and conditions provide for (i) the billing of DC Power charges on a measured usage basis; and (ii) CLEC self-reporting of power consumption to CenturyLink for billing associated with these DC Power charges. Notwithstanding any other provision set forth elsewhere in this Agreement, these terms and conditions replace any and all terms under which CenturyLink has been billing CLEC for DC Power prior to this Amendment, including any existing arrangement for measured power. These terms and conditions apply to all central office-based collocations in the State of Nebraska for DC Power.

8.2.1.30.1 CLEC orders DC Power Cables with 20 amps per feed minimum. CenturyLink will continue to apply the current fuse for power delivery arrangements at a minimum of 125% of the amperage of the ordered capacity of the power delivery arrangement. CLEC will measure power usage according to the self-certification terms provided below. CenturyLink shall bill DC Power charges based on the reported measured usage at the applicable Commission-approved rates for measured DC Power.

8.2.1.30.2 CLEC Measurement and Self Certification. On an annual basis, CLEC will report the usage for all of its Nebraska Collocations where the power feed ordered is greater than sixty (60) Amps, using the "Power Usage Reporting Form" appended.

8.2.1.30.2.1 The Power Usage Reporting Form will include usage measurements for all the CLEC's Nebraska CenturyLink central office-based collocations where the power feed ordered is greater than sixty (60) Amps. Any disagreement between the Parties regarding the list of collocations identified in CLEC's initial Usage Reporting Form will be resolved between the Parties before any readings will be accepted for billing purposes.

8.2.1.30.2.2 The due date for CLEC's initial Usage Reporting Form shall be June 1, 2013. CLEC and CenturyLink will agree on a date certain by which CLEC will be required to submit subsequent annual usage reports. CLEC's annual usage report must include readings for all of CLEC's CenturyLink collocations in Nebraska where the power feed ordered is greater than sixty (60) Amps based on physical site

measurements of the total actual usage of both the A and B feeds no more than one hundred twenty (120) Days before the report's due date. CenturyLink will process service orders related to the DC Power Delivery Arrangements reported usage, and begin billing on a measured basis as per 8.2.1.30.2.5 below.

8.2.1.30.2.3 Intentionally Left Blank

8.2.1.30.2.4 If CLEC fails to submit a reading for one or more collocation arrangements where the power feed ordered is greater than sixty (60) Amps, CenturyLink will promptly notify CLEC identifying the collocations for which no reading was received. No billing adjustments will take place until all readings that are due in this period are accurately submitted. Billing adjustments will be made retroactive to the date the readings were due.

8.2.1.30.2.5 The measured power usage and power plant rate established by this Amendment shall be effective July 1, 2013 and shall be based on CLEC's initial Usage Reporting Form power readings. Thereafter, CenturyLink will bill the measured power usage and power plant rate based on the measured usage reported in CLEC's Power Usage Reporting Form beginning the 1st calendar day of the month following the due date of the report.

8.2.1.30.2.6 In the event that any fuse position cannot be accessed by CLEC, CLEC will notify CenturyLink of its inability to access the fuse position and CenturyLink shall agree to perform the measurement unless CenturyLink takes corrective action that enables CLEC to access the fuse position, in which case CenturyLink shall notify CLEC of its corrective action. Due to the uniqueness of Virtual collocation arrangements, CenturyLink will perform the power usage reading on all CLEC's Virtual collocations. In the event that CenturyLink performs the usage measurement reading under this Section, CenturyLink will submit its measurement reading to CLEC within sixty (60) Days of (i) the date the measurement is taken; or (ii) the date of CLEC's notice of its inability to access a fuse position, whichever is earlier. If CLEC disputes CenturyLink's reported measurement, the Parties may agree to a joint reading or, if that does not resolve the issue, either Party may seek to resolve the dispute under the dispute resolution provisions of this Agreement.

8.2.1.30.2.7 New collocation arrangements subsequent to the Effective Date of this Amendment will be subject to the terms of this Amendment. For such arrangements, CLEC is responsible for notifying CenturyLink promptly when DC Power begins to be used in the new collocation. If CLEC fails to submit the Power Usage Reporting Form for any new collocation where the power feed ordered is greater than sixty (60) Amps within ninety (90) Days from the Ready For Service (RFS) date for the new collocation, CenturyLink will notify CLEC advising that CenturyLink has not received the Power Usage Reporting Form. Billing for the new collocation will be based on the amperage capacity of the DC Power

cables ordered for that new collocation unless and until CLEC submits the required reading. Once the reading for a new collocation arrangement is received, CLEC's bill shall be adjusted prospectively on the next month's bill to reflect the measured usage rate and reported usage for that new collocation. However, if CLEC submits the Power Usage Reporting Form for the new collocation within ninety (90) Days after the RFS date, the measured rates for that collocation shall be effective retroactive to the RFS date for that collocation and any true-ups shall be reflected on the monthly bill immediately following receipt of CLEC's reported usage.

8.2.1.30.2.8 CLEC may use an approved power vendor, or its own qualified personnel, to perform the reading of DC power usage in a collocation arrangement, except a Virtual Collocation.

8.2.1.30.2.9 Physical measurements shall be taken on the supply side of the DC Power Delivery Arrangement at a point prior to the Power Delivery Arrangements' cabling terminating on collocation equipment. Each feed shall be identified by providing the relay rack number of the CenturyLink power board or BDFB and the fuse position.

8.2.1.30.2.10 In the event of an increase or decrease of power usage for DC Power as defined by this subsection, CLEC will notify CenturyLink of the change as follows. CLEC will notify CenturyLink of a known increase in CLEC usage for DC power since the last reading if the actual increase in usage is 10 AMPs or greater over the last reading amount. CLEC will notify CenturyLink of a known decrease in CLEC usage DC power since the last reading if the actual decrease in usage for the arrangement is 10 AMPs or greater from the amount of the last reading. CLEC will provide such notification within thirty (30) Days of the triggering event that caused the change in usage. CenturyLink will update the billing to account for the increase or decrease in CLEC power usage on the next billing cycle from the date that CLEC provided the notice.

8.2.1.30.3 CenturyLink Audits. CenturyLink may, up to twice in each calendar year, dispute CLEC's actual usage reported in CLEC's Power Usage Reporting Form. CenturyLink will notify CLEC in writing of any alleged discrepancies of plus or minus 10% or more, provided the discrepancy is at least 10 AMPs. CenturyLink's notice of discrepancies shall contain identification of the specific collocation arrangements(s) at issue, the amperage amount CLEC reported in its Power Usage Reporting Form, the amperage amount alleged by CenturyLink, and the date that CenturyLink measured the power used as the basis for the discrepancy notification. CenturyLink and CLEC shall attempt to resolve any such discrepancies reported by CenturyLink and may agree to conduct a joint measurement. If the Parties are unable to resolve the discrepancy, either Party may seek resolution under the dispute resolution provisions of this Agreement. The same notice and dispute resolution requirements apply to any discrepancies identified by CLEC with respect to CenturyLink's reported usage for those collocations in which measured billing is based on CenturyLink's measurement of CLEC's power usage. For purposes of this Section and subsection, a "confirmed" usage discrepancy is one (i) on which

both Parties mutually agree; or (ii) that is established through the dispute resolution process.

8.2.1.30.3.1 If confirmed discrepancies of greater than 20% occur twice within a 4-year period for a specific collocation, provided the confirmed discrepancy is at least 10 AMPS, the power plant charges to CLEC for that collocation will revert to non-measured billing based on ordered cable amperage at the Commission-approved non-measured rates for a twelve (12) month period before CLEC will again be eligible for measured power at that collocation.

8.2.1.30.3.2 If 15% or 2 collocations, whichever is higher, of CLEC's total collocation count in Nebraska, excluding those collocations for which CenturyLink measures usage, are found to have confirmed discrepancies of greater than 20% in a calendar year, provided the discrepancy at each site is at least 10 AMPS, billing to CLEC will revert to non-measured power for all collocation Power Delivery Arrangements in Nebraska for a twelve (12) month period before CLEC will again be eligible for measured power.

8.2.1.30.3.3 Before adjusting any bill, CenturyLink will provide CLEC with the results of any validation activity by CenturyLink pursuant to Section 8.2.1.30.3 that CenturyLink determines may result in billing adjustments.

8.2.1.30.3.4 Any billing adjustments under Section 8.2.1.30.3 must be based on confirmed discrepancies as defined in that Section. Before any such billing adjustment is implemented, CLEC may provide CenturyLink with information, such as mitigating factors, showing that adjusted billing is not warranted. If any dispute is not resolved, either Party may pursue the dispute under the dispute resolution procedures of this Agreement. During the pendency of any such dispute, CenturyLink shall not apply any of the adjustments described in Section 8.2.1.30.3. CenturyLink reserves the right to true-up to CenturyLink's measured usage back to the last CLEC certification date if it is determined that CenturyLink's measurement was correct.

8.3 Rate Elements

8.3.1 Rate Elements - All Collocation

8.3.1.1 Measured -48 Volt DC Power charges. Provides -48 volt DC power to CLEC collocated equipment and is fused at one hundred twenty-five percent (125%) of the request. There is a one (1) amp minimum charge for -48 volt DC power usage. Measured -48 Volt DC Power charges, as described below include -48 Volt DC Power Plant and -48 Volt DC Power Usage.

8.3.1.1.1 Measured -48 Volt DC Power Plant charge provides -48 Volt DC power to CLEC collocated equipment. The DC Power Plant Charge recovers the cost of the capacity of the power plant available for CLEC's use. CenturyLink will apply the Power Plant per Amp rate in Exhibit A to the quantity of power usage

DocuSign Envelope ID: A6CF25E4-2290-4BFF-B79E-B028CDBC7115

reported by CLEC where the power feed ordered is greater than sixty (60) Amps. Power usage will be measured as described in Section 8.2.1.30 of this Amendment.

8.3.1.1.2 Measured -48 Volt DC Power Usage Charge recovers the cost of CLEC's power usage. CenturyLink will apply the Power Usage, per Amp rate in Exhibit A to the quantity of power usage reported by CLEC. Power usage will be measured as described in Section 8.2.1.30 of this Amendment.

8.3.1.1.3 Billing adjustments as a result of this optional process will not be subject to performance measures and remedies, if any, contained in this Agreement or elsewhere.

DocuSign Envelope ID: A6CF25E4-2290-4BFF-B79E-B028CDBC7115

NEBRASKA

Measured Power Rates

Amendment									Notes		
						Recurring	Recurring Per Mile	Non-Recurring	REC	REC per Mile	NRC
8.0	Collocation										
	8.1	All Collocation									
		8.1.4	Power								
			8.1.4.3	Measured Power Plant							
				8.1.4.3.1	Greater Than 60 Amps, per Amp Used	$8.38			A		
			8.1.4.4	Measured Power Usage							
				8.1.4.4.1	Greater Than 60 Amps, per Amp Used	$4.56			A		
NOTES:											
	A	Cost Docket C-2516 / PI-49 Effective 6/7/02									

POWER USAGE REPORTING FORM

List each 11 Character CLLI and all power arrangements within each CLLI

CLEC Name (Legal Entity): XO Communications Services, LLC

Page ___ of ___
(attach add'l pages as necessary)

ACNA	11 Character CLLI for each Collocation Arrangement	Collo Type (Caged, Cageless or Virtual)	Date Read	Please Provide Qwest Fuse Assignment for Each DC Power Arrangement (A&B Lead)			CLEC Reported Amperage to be billed	BAN
				Lead	BDFB or Power Board Relay Rack	Fuse Position		