Service Performance Amendment to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC and dishNET Wireline, L.L.C. (f/k/a Liberty-Bell Telecom, LLC) for the State of Nebraska

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC ("CenturyLink"), a Colorado corporation, and dishNET Wireline, L.L.C. (f/k/a Liberty-Bell Telecom, LLC) ("CLEC"), a Colorado limited liability company. CenturyLink 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 was approved by the Commission in 2010; 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 the following paragraph:

20.3 Effective October 1, 2012, and continuing for as long as the Parties' CLSP Agreement as amended effective May 31, 2012 continues to exist, as an exception to the measurements set forth in the Performance Indicator Definitions (Exhibit B, "PIDs") and Performance Assurance Plan (Exhibit K, "PAP"), transactions involving Resale products and their impacts on PID performance results will not be included in PID performance results and PAP payment calculations.

Effective Date

This Amendment shall be deemed effective upon approval by the Commission; however, the Parties agree to implement the provisions of this Amendment effective October 1, 2012.

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.

dishNET Wireline, L.L.C.
(f/k/a Liberty-Bell Telecom, LLC)

DocuSigned by:
Nigel Alexander
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Signature

Nigel Alexander
Name Printed/Typed

Manager
Title

4/2/2013
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

4/4/2013
Date