DC Power Reduction Amendment to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC and Level 3 Communications 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 Level 3 Communications LLC ("CLEC"). 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 which was approved by the Commission; and

WHEREAS, the Parties desire to amend the Agreement further 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 Power Reduction 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 CenturyLink. CLEC will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met. Additionally, CenturyLink 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 CenturyLink 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. 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.

Level 3 Communications LLC

DocuSigned by:
Andrea Pierantozzi
B7683CCB9C244BB...
Signature

Andrea Pierantozzi
Name Printed/Typed

VP- Voice Product Management
Title

1/23/2014
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

1/23/2014
Date

ATTACHMENT 1

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. CLEC will order DC power to meet its needs with a twenty (20) amperes (amp) per feed minimum. If CLEC orders more than sixty (60) amps, CenturyLink typically terminates such feed on a power board. If CLEC orders sixty (60) amps or less, the power feed typically terminates at a battery distribution fuse board (BDFB). No power measurements are performed at a BDFB. Therefore, for sixty (60) amps or less, the power usage rate is based on CLEC ordered amps. For power feeds of greater than sixty (60) amps terminated at the power board, CenturyLink will measure usage on a semi-annual basis if CLEC orders Optional DC Power Measurement. CenturyLink will also take a reading within thirty (30) Days of a written request by CLEC. CenturyLink will perform a maximum of four (4) readings per year for a particular Collocation site. Until the routine semi-annual reading or until such time that CenturyLink makes a reading based on a written request, CenturyLink will bill CLEC based on the amount of power ordered. Based on the reading, CenturyLink will adjust the new monthly usage rate to CLEC's actual usage rate on a going forward basis.

8.2.1.32 DC Power Reduction, Restoration, and Deactivation. DC Power Reduction With Reservation allows CLEC to reserve a fuse or breaker position on the power board or battery distribution fuse board (BDFB) when reducing a secondary power feed to zero. CLEC will pay a monthly power maintenance charge to retain the existing power cabling and fuse position for future power augment requests or until such time as CLEC notifies CenturyLink it wishes to discontinue the option. DC Power Reduction Without Reservation allows CLEC to reduce the ordered amps on a primary or secondary feed to a minimum of twenty (20) amps. DC Power Off allows CLEC to deactivate their 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, Facility Connected Collocation, and ICDF Collocation. Adjacent Collocation, Common Area Splitter Collocation, Facility Connected Collocation, and ICDF Collocation do not have a minimum DC power requirement.

8.2.1.32.1 Applications for DC Power Reduction/Restoration/Deactivation may be submitted only for Collocation sites that have been completed and accepted by CLEC, otherwise CLEC should follow standard change or augment procedures including the applicable rates for changes or augments. On the

Collocation Application, CLEC should indicate that it is a request for DC Power Reduction/Restoration/Deactivation and identify the specific power feeds. CenturyLink will notify CLEC of any deficiencies in the Collocation Application, within ten (10) Days of receipt. A quotation for the DC Power Reduction/Restoration/Deactivation will be provided to CLEC within twenty-five (25) Days. The quoted nonrecurring charges will be honored for thirty (30) Days from the quotation. CLEC payment of all quoted nonrecurring charges constitutes acceptance and CenturyLink will then perform the work. If CLEC accepts the quotation within seven (7) Days, CenturyLink shall complete the DC Power Reduction within ninety (90) Days of receipt of the Collocation Application. If CLEC accepts the quotation after seven (7) Days, CenturyLink shall complete the DC Power Reduction within ninety (90) Days of receipt of CLEC's acceptance.

8.2.1.32.2 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 the desired power and fuse availability.

8.2.1.32.3 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 acceptance by CenturyLink of the Collocation Application.

8.2.1.32.4 If a shortage of fuse positions is imminent, CenturyLink will 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 CenturyLink. 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 CenturyLink within thirty (30) Days.

8.3 Rate Elements

Rate elements for Collocation are included in Exhibit A.

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 request. 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 Usage Charge is available for

orders of greater than sixty (60) amps. If CLEC orders Optional DC Power Measurement, CenturyLink will initially apply the -48 Volt DC Power Usage Charge from Exhibit A to the quantity of power ordered by CLEC. CenturyLink will determine the actual usage at the power board as described in Section 8.2.1.30. CenturyLink will adjust the monthly usage rate based upon the actual usage on a going forward basis. There is a one (1) amp minimum charge for -48 volt DC power usage.

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 with a power reduction request.

8.3.1.19 DC Power Reduction Restoration and Deactivation Rates: CLEC will be charged the applicable nonrecurring Quote Preparation Fee (QPF) or Engineering and Design Fee 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, rewiring the power lead at the power source or relocation of the power feed will be on an ICB basis. When power is restored, nonrecurring charges will be assessed on an ICB basis for the work required to restore the power utilizing standard power rate elements for power usage, labor and cabling charges. CLEC will be charged a nonrecurring charge for moves between the battery distribution fuse board and the power board (for location changes) necessary for DC power reduction/restoration. When Power is turned off or deactivated on a secondary power feed nonrecurring charges (i.e., Power off) 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. The recurring charge will terminate on the date a restoration job completes for the power feed or CLEC returns the fuse position to CenturyLink. If CenturyLink is unable to provide the requested power restoration of the held feed(s) due to exhaustion of power capacity, CenturyLink will refund all Power Maintenance Charges collected since the reservation was accepted.

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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					$620.14			1
				8.13.1.2.2	Equal To 60 Amps					$872.17			1
				8.13.1.2.3	Greater Than 60 Amps					$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 with Reservation								
					8.13.2.2.1.1	Less Than 60 Amps				$620.14			1
					8.13.2.2.1.2	Equal To 60 Amps				$872.17			1
					8.13.2.2.1.3	Greater Than 60 Amps				$1,095.67			1
				8.13.2.2.2	Power Restoration 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