Relative Use Factor Amendment
to the Interconnection Agreement between
Qwest Corporation dba CenturyLink QC
and
Sprint Communications Company L.P.
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 Sprint Communications Company L.P. ("CLEC"), a Delaware limited partnership. 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 February 2004; 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 and conditions relating to relative use factor, described in Section 7 of the Agreement, as set forth below:

The following Section is hereby added to the Agreement:

7.3.2.4 In accordance with Section 7.3.1.1.3.1 and Section 7.3.2.2.1 of this Agreement, and subject to the reservation of rights in Section 2.2, the Parties to this Agreement agree to share the cost of the LIS two-way EF and the LIS two-way DTT facility by applying a relative use factor for CLEC responsibility of one-hundred percent (100%), effective October 18, 2013. The Parties respectively acknowledge that this modified relative use factor is a negotiated factor representing a compromise of a disputed issue. This compromise is not an admission by CLEC that such modification is either required by or consistent with the FCC's orders and rules. CLEC reserves its right to argue, in any forum, that the cost of a facility should be shared equally, regardless of the underlying traffic patterns on that facility. Should CLEC file a contested case proceeding to dispute the application of the relative use factor, the results of such proceeding will be prospective from the date of such filing.

Effective Date

This Amendment shall be deemed effective upon approval by the Commission; 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. 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.

Sprint Communications Company L.P.

DocuSigned by:
Douglas B Ball
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Signature

Doug Ball
Name Printed/Typed

Director – Switched Access
Title

3/31/2014
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

3/31/2014
Date