# Microduct Language and Rate Update Amendment to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC and CenturyLink Communications, LLC (fka Qwest Communications Corporation) 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 CenturyLink Communications, LLC (fka Qwest Communications Corporation) ("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 on January 4, 2005; 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.

**CenturyLink Communications, LLC**
**(fka Qwest Communications Corporation)**

DocuSigned by:
Sarah Nicholls
D63227635D0C48C...
Signature

Sarah Nicholls
Name Printed/Typed

Director-Network Cost
Title

7/12/2016
Date

**Qwest Corporation dba CenturyLink QC**

DocuSigned by:
Diane Roth
766DEF6A149A455...
Signature

Diane Roth
Name Printed/Typed

Director – Wholesale
Title

7/12/2016
Date

# ATTACHMENT 1

***NOTE: The following language hereby is added to the Agreement:***

## 10.8 Access to Poles, Ducts, Conduits, and Rights of Way

### 10.8.1 Description

10.8.1.2.3 The term microduct means a smaller version of innerduct. Four (4) microducts can be placed within a 1¼-inch innerduct.

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Exhibit A
Nebraska

| | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Template NE section 10.7 to add Microduct Rate | | | | | | | | | | | | | |
| | **10.7** | **Access to Poles, Ducts, Conduits and Rights of Way (ROW)** | | | | | | | | | | | |
| | | 10.7.12 | Innerduct | | | | | | | | | | |
| | | | 10.7.12.1 | Microduct Occupancy Fee, per Mircoduct, per Foot, per Year | | | | $0.1887 | | | 1 | | |
| | | | 10.7.12.2 | Innerduct Occupancy Fee, per Foot, per Year | | | | $0.1945 | | | 4 | | |
| | | | | | | | | | | | | | |
| **NOTES:** | | | | | | | | | | | | | |
| | 1 | Rates not addressed in Cost Docket (estimated TELRIC) | | | | | | | | | | | |
| | 4 | Rates based on FCC guidelines | | | | | | | | | | | |