

**Amendment to CLEC-to-CLEC Cross-Connections Amendment
between
Qwest Corporation dba CenturyLink QC and
McLeodUSA Telecommunications Services, LLC. dba PAETEC Business Services
for the State of Utah**

This is an Amendment (“Amendment”) to the CLEC-to-CLEC Cross-Connections Amendment between Qwest Corporation dba CenturyLink QC (“CenturyLink”), a Colorado corporation, and McLeodUSA Telecommunications Services, LLC. dba PAETEC Business Services (“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 Utah which was approved by the Commission on July 11, 2000; and

WHEREAS, the Parties entered into an CLEC-to-CLEC Cross-Connections Amendment (“Amendment 1”) for service in the state of Utah which was fully executed by the Parties effective October 18, 2001 and 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 CLEC-to-CLEC Cross Connections 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.

**McLeodUSA Telecommunications Services, LLC.
dba PAETEC Business Services**

Qwest Corporation dba CenturyLink QC

DocuSigned by:
S. Lynn Hughes
6793F944135143B...

Signature

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

Signature

S. Lynn Hughes

Name Printed/Typed

L. T. Christensen

Name Printed/Typed

Director - Interconnection

Title

Director – Wholesale Contracts

Title

9/3/2013

Date

9/3/2013

Date

ATTACHMENT 1

(The following language reflects a complete replacement of Section 1.1.)

1.1 Qwest shall design and engineer the most efficient route and cable racking for the connection between CLEC's equipment in its collocated spaces to the collocated equipment of another CLEC located in the same Qwest Premises; or to CLEC's own non-contiguous Collocation space. The most efficient route generally will be over existing cable racking, to the extent technically feasible, but to determine the most efficient route and cable racking, Qwest shall consider all information provided by CLEC in the Application form, including but not limited to, distance limitations of the facilities CLEC intends to use for the connection. If the length of the most efficient route exceeds any such distance limitations, Qwest will notify CLEC of available options. When CLEC notifies Qwest of CLEC's preferred option, Qwest will proceed with the route design and quote preparation. CLEC shall have access to the designated route and construct such connection, using copper, coax, optical fiber facilities, or any other technically feasible method utilizing a vendor of CLEC's own choosing. CLEC may place its own fiber, coax, copper cable, or any other technically feasible connecting facilities outside of the actual physical Collocation space, subject only to reasonable NEBS Level 1 safety limitations using the route specified by Qwest. CLEC may perform such Interconnections at the ICDF, if desired. CLEC may interconnect its network as described herein to any other collocating carrier, to any collocated affiliate of CLEC, to any end user's Premises, and may interconnect CLEC's own collocated space and/or equipment (e.g., CLEC's Physical Collocation and CLEC's Virtual Collocation on the same Premises). CLEC-to-CLEC Connections shall be ordered either as part of an Application for Collocation or separately from a Collocation Application in accordance with the Ordering Section 1.4 below. CLEC-to-CLEC Cross-Connections at an ICDF are available, as follows:

Exhibit A
Utah

Amendment				Options		Options		Notes			
						Recurring	Recurring Per Mile	Non-Recurring	REC	REC per Mile	NRC
8.0 Collocation											
8.7 CLEC-to-CLEC											
	8.7.1	Design Engineering & Installation, Mechanized - No Cables									
	8.7.1.1	Fiber Flat Charge, per Request						\$1,423.14			1
	8.7.2	Cable Racking									
	8.7.2.4	Fiber, per Request				\$109.72			1		
	8.7.3	Virtual Connections (if Applicable - Connections Only; No Cables)									
	8.7.3.4	Fiber, per Fiber Spliced (see rate in 8.1.3.2)						\$37.95			14
NOTES:											
D	Cost Docket 00-049-106 (Collocation) Effective 7/10/02										
1	Rates not addressed in Cost Docket. (estimated TELRIC)										
14	Rate was ordered for a similar element and is being used because the costs for this element are the same.										