

**Bill and Keep VNXX Amendment
to the Interconnection Agreement between
Qwest Corporation dba CenturyLink QC and
Level 3 Communications, LLC
for the State of Utah**

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 Utah; 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 Bill and Keep VNXX as set forth in Attachment 1, 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 agree to implement the provisions of this Amendment as of December 1, 2012. 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 implementing the terms of this amendment back to the latest execution date of this Amendment, or earlier, based on the terms of this Amendment and the necessary billing changes 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 solely for purposes of performance measurements.

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

Qwest Corporation dba CenturyLink QC

Signature

Signature

Andrea Pierantozzi
Name Printed/Typed

L. T. Christensen
Name Printed/Typed

VP – Interconnection Services
Title

Director – Wholesale Contracts
Title

Date

Date

ATTACHMENT 1**Bill and Keep VNXX:**

The Parties understand and agree that VNXX Traffic, defined as traffic originated by a Party's End User Customer, dialed with a local dialing pattern, and terminated to a customer of the other Party not physically located within the same CenturyLink Local Calling Area (as defined and/or approved by the state Commission) as the originating caller (VoIP Traffic is not considered to be VNXX traffic destined for the Internet under this section). This is determined by examining the locally dialed telephone number (NPA-NXX-XXXX) assigned to the terminating Party's customer when it is an NXX Code associated with a rate center (as set forth in the LERG) that is different from the rate center (as set forth in the LERG) associated with the actual physical location at which the customer receives the VNXX traffic in question. VNXX does not include originating 8XX traffic, as that traffic is not locally dialed. The Parties will not pay terminating compensation to each other for VNXX Traffic destined for the internet. For purposes of this Agreement, the Parties agree that 100% of the calls originated by CenturyLink that are routed to CLEC for termination to ISP's in order to be connected to the Internet are VNXX Traffic that shall be subject to Bill and Keep compensation arrangement hereunder. The Parties understand and agree that there is a de minimus amount of VNXX Traffic other than that destined for the internet currently being exchanged by the Parties. Should either Party determine that the volume of VNXX Traffic other than that destined for the internet is no longer de minimus, it may provide notice to the other Party that it will begin billing applicable compensation for such traffic prospectively from the date of such notice.