

**ICC Reciprocal Compensation Amendment
to the Interconnection Agreement between
Qwest Corporation dba CenturyLink QC
and
Electric Lightwave LLC
for the State of Utah**

This Amendment (“Amendment”) is to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC (“CenturyLink”), a Colorado corporation, and Electric Lightwave LLC (“CLEC”) (collectively, the “Parties”).

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement in the State of Utah, that was approved by the Commission; and

WHEREAS, the Federal Communications Commission in Docket No. 01-92, *In the Matter of Developing a Unified Intercarrier Compensation Regime*, issued an order that affects the Parties rights and obligations with respect to the exchange of traffic between CLECs and LECs effective July 1, 2012, and is currently under appeal in, *In the Matter of Connect America Fund; A National Broadband Plan for Our Future; Establishing Just and Reasonable Rates for Local Exchange Carriers; High-Cost Universal Service Support; Developing an Unified Intercarrier Compensation Regime; Federal-State Joint Board on Universal Service; Lifeline and Link-Up; Universal Service Reform - Mobility Fund*, WC Docket Nos. 10-90, 07-135, 05-337, 03-109, CC Docket Nos. 01-92, 96-45, GN Docket No. 09-51, WT Docket No. 10-208, Report and Order and Further Notice of Proposed Rulemaking, FCC 11-161, 26 FCC Rcd 1766 (“FCC Order” or “Order”); and

WHEREAS, CenturyLink has requested to amend the Agreement based on the Commission FCC Order; and

WHEREAS, the Parties agree to amend the Agreement based on the FCC order with 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 following sections are added:

1. Signaling Parameters: CenturyLink and CLEC are required to provide each other the proper signaling information (e.g., originating Calling Party Number (CPN), Charge Number (ChN) and called party number) as required by Applicable Law and further clarified by the FCC Order in CC Docket No. 01-92 to enable each Party to issue bills in a complete and timely fashion. All CCS signaling parameters will be provided unchanged including CPN, calling party category and ChN on all calls. All privacy indicators will be honored. Unless the FCC has approved a waiver petition

regarding specific technical restrictions, the ChN is to be passed unaltered in SS7 signaling fields where it is different from CPN, and ChN must not be populated with a number associated with an intermediate switch, platform, or gateway, or other number that designates anything other than a calling party's charge number. Where SS7 connections exist, each Party shall pass all CCS signaling parameters, where available, on each call carried over Interconnection trunks. If either Party fails to provide valid originating information such traffic will be billed at the applicable terminating interstate switched access rates when the calls traverse an interconnection trunk. The Parties will coordinate and exchange data as necessary to determine the cause of the CPN/ChN failure and to assist its correction.

2. Changes to the FCC Order: To the extent a court overturns or modifies the FCC Order with respect to its decisions regarding reciprocal compensation rates, CenturyLink and CLEC agree to amend this agreement using the change of law provisions contained in the underlying Interconnection Agreement.

This Amendment hereby amends the Agreement to incorporate the rates set forth in the revised Exhibit A, attached to this Amendment, for which the Parties will charge each other for, "End Office Call Termination," "Tandem Switched Transport" and "Tandem Transmission."

In addition, the specific rates applicable for local Transit Traffic and intraLATA Transit Traffic have been included in the revised Exhibit A attached to this Amendment in order to eliminate the references in the previous Exhibit A.

By signature on this Amendment, the Parties have elected to modify existing contract terms in order to implement certain provisions of the above mentioned Order.

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. Except as provided in the Agreement, this Amendment may not be further amended or altered, and no waiver of any provision thereof shall be effective, except by written instrument executed by an authorized representative of both Parties.

Entire Agreement

Other than the publicly filed Agreement and its Amendments, CenturyLink and CLEC have no agreement or understanding, written or oral, relating to the terms and conditions for interconnection.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, which may be in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

Electric Lightwave LLC

Qwest Corporation dba CenturyLink QC

Signature

Signature

Douglas Denney

Name Printed/Typed

L. T. Christensen

Name Printed/Typed

Vice President, Costs & Policy

Title

Director – Wholesale Contracts

Title

Date

Date