

**ICC Reciprocal Compensation Amendment
to the Interconnection Agreement between
Qwest Corporation dba CenturyLink QC
and
tw telecom of utah llc
for the State of Utah**

This Amendment ("Amendment") is to the Interconnection Agreement ("Agreement") between Qwest Corporation dba CenturyLink QC ("CenturyLink"), a Colorado corporation, and tw telecom of utah llc ("CLEC") (collectively, the "Parties").

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement, for service 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 ("FCC Order" or "Order"); and

WHEREAS, CLEC 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 Section will be added.

7.3.8 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 as Intrastate Switched Access 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.

This Amendment hereby amends the reciprocal compensation rates in the Agreement as set forth in Exhibit A, attached hereto and incorporated herein by this reference.

Effective Date

CLEC, on May 29, 2012 requested to negotiate changes to its Agreement due to changes in law affecting reciprocal compensation. The Parties agree to implement the provisions of this Amendment effective July 1, 2012.

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, except by written instrument executed by an authorized representative of both Parties.

Entire Agreement

The publicly filed Agreement and all of the amendments thereto, including this Amendment, constitute the entire agreement and understanding of the parties as to the subject matter therein stated.

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.

tw telecom of utah llc
By: tw telecom holdings inc.,
its sole member

Qwest Corporation dba CenturyLink QC

Signature

Tina Davis
Name Printed/Typed

Senior VP Deputy General Counsel
Title

Date

Signature

L. T. Christensen
Name Printed/Typed

Director – Wholesale Contracts
Title

Date