

AMENDMENT NO. TWO
TO THE
INTERCONNECTION AGREEMENT
BETWEEN
FRONTIER COMMUNICATIONS NORTHWEST INC.
f/k/a VERIZON NORTHWEST INC.

AND

tw telecom of washington llc

This Amendment No. Two (this "Amendment") shall be deemed effective July 1, 2012 (the "Amendment Effective Date") by and between Frontier Communications Northwest Inc. f/k/a Verizon Northwest Inc. ("Frontier"), a Delaware corporation with offices at 180 S. Clinton Avenue, Rochester, NY, 14646, and **tw telecom of washington llc** ("TWTC"), a Delaware limited liability company with offices at 10475 Park Meadows Dr. Littleton, CO 80124. Frontier and TWTC may be hereinafter referred to individually as a "Party" and collectively as the "Parties". This Amendment only covers the services addressed herein that Frontier provides in its operating territory in the legal entity of Frontier Communications Northwest Inc. for the state of Washington (the "State").

WITNESSETH:

WHEREAS, Frontier and TWTC are Parties to an interconnection agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"); and

NOW, THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Amendment to Agreement.** The Agreement is amended to incorporate the terms and conditions set forth in this Amendment, all of which shall apply to and be a part of the Agreement (hereinafter referred to as the "Amended Agreement") notwithstanding any other term or condition of the Amended Agreement, a Frontier Tariff or a Frontier Statement of Generally Available Terms and Conditions ("SGAT").
2. **Miscellaneous Provisions**
 - 2.1 **Conflict Between this Amendment and the Agreement.** This Amendment shall be deemed to revise the terms and conditions of the Agreement to the extent necessary to give effect to the terms and conditions of this Amendment. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, this Amendment shall govern; provided, however, that the fact that a term or condition appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this **Section 2.**

- 2.2 Capitalization. Capitalized terms used and not otherwise defined herein have the meanings set forth in the Amended Agreement.
- 2.3 Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
- 2.4 Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or condition of this Amendment.
- 2.5 Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in this Amendment and, except to the extent expressly set forth in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect after the Amendment Effective Date.
- 2.6 Joint Work Product. The Parties acknowledge that this Amendment is the joint work product of the Parties, that, for convenience, this Amendment has been drafted in final form by Frontier and that, accordingly, in the event of ambiguities in this Amendment, no inferences shall be drawn for or against either Party on the basis of authorship of this Amendment.
- 2.7 Amendments. No amendments or modifications shall be made to this Amendment unless in writing and signed by appropriate representatives of the Parties.
- 2.8 Waivers. A failure or delay of either Party to enforce any of the provisions of this Amendment, or any right or remedy available under this Amendment, or at law or in equity, or to require performance of any of the provisions of this Amendment, or to exercise any option that is provided under this Amendment, shall in no way be construed to be a waiver of such provisions, rights, remedies or options.

3. Reciprocal Compensation. Reciprocal compensation rates in this Agreement will be phased down as provided in the *USF/ICC Transformation Order FCC 11-161 (rel. November 18, 2011)* as such order may be revised, reconsidered, modified or changed in the future. When any such revisions, reconsiderations, modifications or changes are effective, such action shall be automatically incorporated into the Agreement. For clarity, Reciprocal compensation rates are capped effective immediately and subject to reductions pursuant to the FCC's Reform Timeline as outlined in paragraph 801 of FCC 11-161, or as such Reform Timeline may be revised, reconsidered, modified or changed in the future.

4. VoIP Traffic. VoIP Traffic exchanged pursuant to this Agreement will be governed by the default provisions of *USF/ICC Transformation Order FCC 11-161 (rel. November 18, 2011)* as such order may be revised, reconsidered, modified or changed in the future. When such revisions, reconsiderations, modifications or changes are effective, such provisions shall be automatically incorporated into this Agreement. For clarity, and subject to any future revisions, reconsiderations, modifications or changes in the *USF/ICC Transformation Order*, toll VoIP-PSTN traffic terminated to a Party is subject to such Party's applicable tariff or price list, billing, and interstate access charges, and other VoIP-PSTN traffic terminated to a Party is subject to the reciprocal compensation provisions of this Agreement. The Parties agree toll traffic that is originated as PSTN traffic and terminated VoIP is still under review by the FCC as to the appropriate jurisdiction to bill: ie intrastate or interstate access. The Parties agree to automatically incorporate those changes into this Agreement pursuant to this Section 4.

5. IntraLATA Toll Traffic. Intra LATA Toll Traffic will be billed in accordance with each Party's applicable Interstate or Intrastate tariff or Price List and will transition according to the provisions of the *USF/ICC Transformation Order FCC 11-161 (rel. November 18, 2011)* as such order may be revised, reconsidered, modified or changed in the future. When such revisions, reconsiderations, modifications or changes are effective, such provisions shall be automatically incorporated into this Agreement.

6. Whenever the Parties cannot agree on the interpretation of the effective revisions, reconsiderations, modifications or changes that are to be or are automatically incorporated into this Agreement, either Party may invoke the Dispute Resolution procedures contained in the Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the Amendment Effective Date.

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

By: Tina Davis

Printed: Tina Davis

Title: Sr. Vice President & Deputy
General Counsel

Date: 6/29/12

Frontier Communications Northwest
Inc.

By: 

Printed: Stephen LeVan

Title: SVP, Carrier Sales and Service

Date: 7-27-12