

**VNXX Facility Billing Methodology Amendment
to the Interconnection Agreement between
Qwest Corporation dba CenturyLink QC and
Broadwing Communications LLC (fka Focal Communications Corporation of Washington)
for the State of Washington**

This is an Amendment (“Amendment”) to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC (“CenturyLink”), a Colorado corporation, and Broadwing Communications LLC (fka Focal Communications Corporation of Washington) (“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 Washington, that was allowed to go into effect by the Washington Utilities and Transportation Commission (“Commission”); and

WHEREAS, the Parties agree to amend the Agreement 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 and conditions for VNXX Facility Billing Methodology, 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.

**Broadwing Communications LLC
(fka Focal Communications Corporation
of Washington)**

Qwest Corporation dba CenturyLink QC

DocuSigned by:
Andrea Pierantozzi
B7662CCB8C244BB...

DocuSigned by:
L. T. Christensen
41AA5B169413404...

For

Signature

Signature

Andrea Pierantozzi
Name Printed/Typed

L. T. Christensen
Name Printed/Typed

VP – Interconnection Services
Title

Director – Wholesale Contracts
Title

10/3/2013

10/4/2013

Date

Date

ATTACHMENT 1

7.3.4.2 CLEC may make VNXX number assignments only for the purpose of assigning numbers to ISP Customers to facilitate the exchange of dial-up ISP-Bound traffic. CLEC shall compensate CenturyLink for paying all of the costs associated with transporting VNXX-routed ISP-Bound traffic from its primary and secondary POIs to its media gateway. The compensation paid by CLEC to CenturyLink shall be based on the transport of the non TELRIC rates set forth in applicable CenturyLink tariffs.