

**DC Power Measurement Amendment  
to the Interconnection Agreement between  
Qwest Corporation dba CenturyLink QC and  
Level 3 Communications, LLC  
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 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 Washington which was allowed to go into effect by the Washington Utilities and Transportation Commission (“Commission”); 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 Collocation DC Power Measurement 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, or by being permitted to go into effect by operation of law; however, the Parties may agree to implement the provisions of this Amendment upon execution. 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 back to the latest execution date of this Amendment 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, CLEC’s bills shall be deemed accurate and adjusted without error for adjustments made, pursuant to this Amendment, 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**

DocuSigned by:  
*Gary Black, Jr.*  
68FA222DGG34BF...  
\_\_\_\_\_  
Signature

Gary Black  
\_\_\_\_\_  
Name Printed/Typed

VP-Carrier Relations  
\_\_\_\_\_  
Title

6/25/2015  
\_\_\_\_\_  
Date

**Qwest Corporation dba CenturyLink QC**

05E9FC68BD57454...  
*L T Christensen*  
DocuSigned By: L T Christensen  
\_\_\_\_\_  
Signature

L. T. Christensen  
\_\_\_\_\_  
Name Printed/Typed

Director – Wholesale Contracts  
\_\_\_\_\_  
Title

6/25/2015  
\_\_\_\_\_  
Date

## ATTACHMENT 1

### Collocation DC Power Measurement

#### Section 8.0 - COLLOCATION

8.2.1.30 DC Power Measurement. CLEC will order DC power to meet its needs with a twenty (20) amperes (amp) per feed minimum. If CLEC orders more than sixty (60) amps, CenturyLink typically terminates such feed on a power board. If CLEC orders sixty (60) amps or less, the power feed typically terminates at a battery distribution fuse board (BDFB). No power measurements are performed at a BDFB. Therefore, for sixty (60) amps or less, the power usage rate is based on CLEC ordered amps. For power feeds of greater than sixty (60) amps terminated at the power board, CenturyLink will measure usage on a semi-annual basis. CenturyLink will also take a reading within thirty (30) Days of a written request by CLEC. CenturyLink will perform a maximum of four (4) readings per year for a particular Collocation site. Until the routine semi-annual reading or until such time that CenturyLink makes a reading based on a written request, CenturyLink will bill CLEC based on the amount of power ordered. Based on the reading, CenturyLink will adjust the new monthly usage rate to CLEC's actual usage rate on a going forward basis.

#### 8.3 Rate Elements

##### 8.3.1 Rate Elements - All Collocation

8.3.1.6 -48 Volt DC Power Usage Charge. Provides -48 volt DC power to CLEC collocated equipment and is fused at one hundred twenty-five percent (125%) of the request. The -48 volt DC Power Usage Charge applies to the quantity of -48 volt capacity specified by CLEC in its order on a per ampere (amp) basis. For CLEC orders of greater than sixty (60) amps, CenturyLink will initially apply the -48 Volt DC Power Usage Charge from Exhibit A (the equal to or less than sixty (60) amp until measured rate in Exhibit A) to the quantity of power ordered by CLEC. CenturyLink will determine the actual usage at the power board as described in Section 8.2.1.30. CenturyLink will adjust the monthly usage rate based upon the actual usage on a going forward basis and then apply the greater than sixty (60) amp rate in Exhibit A. There is a one (1) amp minimum charge for -48 volt DC power usage.

8.3.1.6.1 Intentionally Left Blank.