

**Confidentiality Amendment
to the Interconnection Agreement
between
Qwest Corporation dba CenturyLink QC
and
Eschelon Telecom of Washington, Inc.
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 Eschelon Telecom of Washington, Inc. (“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 replacing terms and conditions for Sections 5.16.9.1 and 5.16.9.2 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.

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.

Eschelon Telecom of Washington, Inc.

Qwest Corporation dba CenturyLink QC

Douglas Denney
Douglas Denney (Mar 19, 2019)

Kimberly J. Povirk
Kimberly J. Povirk (Mar 20, 2019)

Signature

Signature

Douglas Denney
Name Printed/Typed

Kimberly J. Povirk
Name Printed/Typed

Vice President, Costs & Policy
Title

Director Sales Support
Title

Mar 19, 2019
Date

Mar 20, 2019
Date

ATTACHMENT 1

The following language is added or hereby replaces the existing language, in the Agreement, in its entirety:

5.16.9 CenturyLink and CLEC agree that the general confidentiality provisions in Section 5.16 of the Parties' Agreement are sufficient to protect CLEC's Confidential Information. Therefore, CenturyLink and CLEC agree that the provisions of 5.16.9 that require specific notification and a non-disclosure agreement for each CenturyLink employee who may have access to such information are no longer necessary and those provisions should be stricken from the Agreement. The Parties further agree that should any issues arise regarding appropriate handling of Confidential Information, the Parties will work together cooperatively to resolve or escalate those issues.

5.16.9.1 Forecasts provided by either Party to the other Party shall be deemed Confidential Information and the Parties may not distribute, disclose or reveal, in any form, this material other than as allowed and described in subsections 5.16.9.1.1, 5.16.9.1.1.1 and 5.16.9.2 below.

5.16.9.1.1 The Parties may disclose, on a need to know basis only, CLEC individual forecasts and forecasting information disclosed by CenturyLink, to legal personnel, if a legal issue arises about that forecast, as well as to CLEC's wholesale account managers, wholesale LIS and Collocation product managers, network and growth planning personnel responsible for preparing or responding to such forecasts or forecasting information. In no case shall retail marketing, sales or strategic planning have access to this forecasting information.

5.16.9.1.1.1 CenturyLink may provide the forecast information that CLECs have made available to CenturyLink under this Agreement to the Commission, provided that CenturyLink shall first initiate any procedures necessary to protect the confidentiality and to prevent the public release of the information pursuant to applicable Commission procedures and rules and further provided that CenturyLink provides such notice to the CLEC involved, in order to allow it to prosecute such procedures to their completion.

5.16.9.2 The Parties shall maintain confidential forecasting information in secure files and locations such that access to the forecasts is limited to the personnel designated in 5.16.9.1, 5.16.9.1.1, and 5.16.9.1.1.1 above and such that no other personnel have computer access to such information.