

AMENDMENT TO QWEST LOCAL SERVICES PLATFORM™ AGREEMENT

This amendment ("Amendment"), by and between Qwest Corporation ("Qwest"), a Colorado corporation, and McLeodUSA Telecommunications Services, LLC, dba PAETEC Business Services ("CLEC"), amends the Qwest Local Services Platform™ ("QLSP™") Agreement between the Parties.

WHEREAS, the Parties entered into a Qwest Local Services Platform™ ("QLSP™") Agreement ("Agreement") with an Effective Date of January 4, 2011; and

WHEREAS, the Parties agree to amend the Agreement under the terms and conditions contained herein.

NOW THEREFORE, in consideration of the foregoing and 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 modifying the following terms and conditions of Attachment 2 and Exhibit A.

1. The last sentence of Sections 1.5.2, 3.8.3 and 3.8.5 of Attachment 2 to the Agreement shall be deleted and replaced with the following:

"The Parties understand and agree that the Services include tandem switching, where required, as well as end office switching and that CLEC has the right to charge switched access to IXCs for each element, as appropriate."
2. Notwithstanding anything to the contrary in the Agreement, the rate sheet(s) attached hereto as Exhibit A shall apply to port rates for Services provided in the applicable state(s) identified therein. Except as expressly modified by this Amendment, all other rates reflected in the Agreement shall remain in full force and effect.
3. The last sentence of Section 3.4.1 of Attachment 2 to the Agreement is hereby deleted in its entirety.

For the avoidance of doubt, notwithstanding anything to the contrary in the Agreement by which port rates could be increased, other than as amended hereby, port rates shall remain unchanged throughout the term of the Agreement (as such term is identified in Section 3 of the Agreement), except that the Parties understand and agree that the terms and conditions of the Agreement regarding the annual variable discount structure associated with CLEC growth and retention thresholds shall continue to apply throughout the term of the Agreement.

Effective Date

This Amendment shall be deemed effective upon signature by both Parties.

Further Amendments

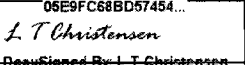
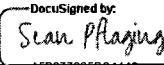
Except as expressly modified by this Amendment, the provisions of the Agreement shall remain unmodified and shall be in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both of the Parties hereto. 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 by the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subject matter 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 subject matter of the Agreement, as amended.

**AMENDMENT TO
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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.

Qwest Corporation: By: <u></u> <small>DocuSigned By: L T Christensen</small> Name: <u>L. T. Christensen</u> Title: <u>Director – Wholesale Contracts</u> Date: <u>4/18/2011</u>	McLeodUSA Telecommunications Services, LLC. dba PAETEC Business Services: By: <u></u> <small>DocuSigned by: Sean Pflaging</small> Name: <u>Sean Pflaging</u> Title: <u>Senior VP Network Services</u> Date: <u>4/18/2011</u>
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**QWEST LOCAL SERVICES PLATFORM® AGREEMENT
ATTACHMENT 2—QLSP® Service Description**

1.0 Qwest will provide Qwest Local Services Platform® ("QLSP®") Services according to the terms and conditions set forth in the QLSP Agreement between the Parties (the "Agreement") and in this Attachment 2 to the Agreement, which is incorporated into and made a part of the Agreement (this "Attachment"). Except as otherwise set forth in this Attachment, capitalized terms used but not otherwise defined herein have the definitions assigned to them in the Agreement. CLEC may use QLSP Services to provide any Telecommunications Services, information services (or both) that CLEC chooses to offer to the extent that such services are granted herein or not limited hereby.

1.1 **General QLSP Service Description.**

1.1.1 QLSP Services consist of Local Switching and Shared Transport in combination. Qwest Advanced Intelligent Network ("AIN") Services, e.g., remote access forwarding, and Qwest Voice Messaging Services ("VMS") may also be purchased with compatible QLSP Services. These Network Elements will be provided in compliance with all Telcordia and other industry standards and technical and performance specifications to allow CLEC to combine the QLSP Services with a compatible voicemail product and stutter dial tone. Qwest will provide access to 911 emergency services and directory listings in accordance with the terms and conditions of CLEC's interconnection agreements ("ICAs"), except that the business end user rate in the applicable tariff applies to all end user premium and privacy directory listings (with the exception of residential additional listings, i.e., USOC RLT) when services are provisioned to CLEC under this Agreement whether CLEC's end user is a residential end user or a business end user. As part of the QLSP Service, Qwest combines the Network Elements that make up QLSP Service with analog/digital capable Loops, with such Loops (including services such as line splitting) being provided in accordance with the rates, terms and conditions of the CLEC's ICAs. CLEC may also purchase Qwest Commercial High Speed Internet (HSI) Service (also known as Qwest Digital Subscriber Line® (DSL)), under a separate Services agreement, to be used with compatible QLSP Service.

1.1.2 QLSP Service is available in six different service arrangements, each of which is described more fully below: QLSP Residential; QLSP Business; QLSP Centrex (including Centrex 21, Centrex Plus and, in Minnesota only, Centron); QLSP ISDN BRI; QLSP Public Access Lines ("PAL"); QLSP PBX Analog DID and non-DID (one way and two way) trunks.

1.1.3 Nothing in this Attachment or the Agreement precludes Qwest from withdrawing availability of comparable, functionally equivalent services from its retail end user customers. In the event of such withdrawal or discontinuation, Qwest may also withdraw availability of the equivalent QLSP Service.

1.2 **Combination of QLSP Service with Loops.** Except as described below, the Loop will be provided by Qwest under the applicable ICAs in effect between Qwest and CLEC at the time the order is placed. As part of the QLSP Service, Qwest will combine the Local Switching and Shared Transport Network Elements with the Loop.

1.2.1 Pursuant to the order issued by the FCC pertaining to the availability of Unbundled Network Element ("UNE") Loops under Section 251(c)(3) of the Act in its *Report and Order-Petition of Qwest Corporation for Forbearance Pursuant to 47 U.S.C. § 160(c) in the Omaha Metropolitan Statistical Area*, FCC 05-170, WC Docket No. 04-223, (effective September 16, 2005), Qwest will provide to CLEC the Loop element of QLSP Services purchased in the following nine Omaha Nebraska Wire Centers under the terms and conditions of the Agreement and this Attachment at Rates provided in the Rate Sheet: Omaha Douglas; Omaha IZard Street; Omaha 90th Street; Omaha Fort Street; Omaha Fowler Street; Omaha O Street; Omaha 78th Street; Omaha 135th Street; and Omaha 156th Street.

1.2.2 The following QLSP Service types will be combined with 2-wire loops: QLSP Business; QLSP Centrex (including Centrex 21); Centrex Plus; Centron in Minnesota only; QLSP ISDN BRI; QLSP PAL; QLSP PBX Analog non-DID and 1-Way DID Trunks; and QLSP Residential.

1.2.3 QLSP PBX Analog 2-Way DID Trunks will be combined with 4 wire loops.

1.3 **Local Switching.** The Local Switching Network Element ("Local Switching") is collectively the Line Side and Trunk Side facilities in the local serving Qwest end office Switch which provides the basic switching function, the port, plus the features, functions, and capabilities of the switch including all compatible, available, and loaded vertical features (e.g., anonymous call rejection) that are loaded in that switch. Vertical features are software attributes on end office Switches and are listed on the Qwest wholesale website. Qwest signaling is provided with Local Switching solely as described in Section 1.4.2 of this Attachment. The following Local Switching ports are available with QLSP Service: Analog Line Ports, Digital Line Ports Supporting Basic Rate Interface—Integrated Services Digital Network ("BRI ISDN"), and Analog Trunk Ports.

1.3.1 **Analog Line Port.** Line Port attributes include: telephone number; dial tone; signaling (Loop or ground start); on/off hook detection; audible and power ringing; Automatic Message Accounting (AMA Recording); and blocking options.

1.3.2 **Digital Line Port Supporting BRI ISDN.** BRI ISDN is a digital architecture that provides integrated voice and data capability (2 wire). A BRI ISDN Port is a Digital 2B+D (2 Bearer Channels for voice or data and 1 Delta Channel for signaling and D Channel Packet) Line Side Switch connection with BRI ISDN voice and data basic elements. For flexibility and customization, optional features can be added. BRI ISDN Port does not offer B Channel Packet service capabilities. The serving arrangement conforms to the internationally developed, published, and recognized standards generated by International Telegraph and Telephone Union (formerly CCITT).

1.3.3 **Analog Trunk Port.** DS0 analog trunk Ports can be configured as DID, DOD, and two-way.

1.3.3.1 Analog trunk Ports provide a 2-Way Analog Trunk with DID, E&M Signaling and 2-Wire or

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Z-CDS-101021-0100; CO-CDS-101021-0101; IA-CDS-101021-0102; ID-CDS-101021-0103; MN-CDS-101021-0104;
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4-Wire connections. This Trunk Side connection inherently includes hunting within the trunk group.

1.3.3.2 All trunks are designed as 4-Wire leaving the Central Office. For 2-Wire service, the trunks are converted at the End User Customer's location.

1.3.3.3 Two-way analog DID trunks are capable of initiating out going calls, and may be equipped with either rotary or touch-tone (DTMF) for this purpose. When the trunk is equipped with DID call transfer feature, both the trunk and telephone instruments must be equipped with DTMF.

1.3.3.4 Two-way analog DID trunks require E&M signaling. Qwest will use Type I and II E&M signaling to provide these trunks to the PBX. Type II E&M signaling from Qwest to the PBX will be handled as a special assembly request on an Individual Case Basis.

1.3.4 Usage. Local Switching Usage is billed on a Minute of Use ("MOU") basis as described within this Attachment. Rates for "Local Switch Usage" or "Local Switch MOUs" are provided in the QLSP Rate Sheet.

1.4 Vertical Features and Ancillary Functions and Services.

1.4.1 QLSP Service includes nondiscriminatory access to all vertical features that are loaded in the Local serving Qwest end office switch.

1.4.2 Local Switching includes use of Qwest's signaling network (ISUP call set-up) solely for Local Traffic. "Local Traffic" and "Local Calls" means calls that originate and terminate within the Local Calling Area as defined in the Qwest tariff. Qwest will provide service control points in the same manner, and via the same signaling links, as Qwest uses such service control points and signaling links to provide service to its End User Customers served by that switch. Qwest's call related databases include the Line Information Database (LIDB), Internetwork Calling Name Database (ICNAM), 8XX Database for toll free calling, AIN Databases, and Local Number Portability Database. CLEC will not have access to Qwest's AIN-based services that qualify for proprietary treatment, except as expressly provided for in the Agreement or this Attachment. Local Switching does not include use of Qwest's signaling network for Toll Traffic. "Toll Traffic" and "Toll Calls" means intra local access and transport area ("LATA") or interLATA calls that originate and terminate outside of the Local Calling Area as defined in the Qwest tariff. For all Toll Traffic originated by or terminated to CLEC's QLSP End User Customer, Qwest may bill applicable tariff charges, including SS7 message charges [ISDN User Part (ISUP) and Transaction Capabilities Application Part (TCAP)], to the Interexchange Carrier (IXC) or other wholesale SS7 provider.

1.4.3 ICNAM and LIDB. CLEC will have non-discriminatory access to Qwest's LIDB database and ICNAM database as part of the delivery of QLSP Service.

1.4.4 The LIDB database contains the following data: various telephone line numbers and special billing number

(SBN) data; originating line (calling number); billing number and terminating line (called number) information; calling card validation; fraud prevention; Billing or service restrictions; sub-account information to be included on the call's Billing record; and calling card, billed to third number, and collect call information used in processing Alternately Billed Services (ABS).

1.4.5 The ICNAM database is used with certain end office Switch features to provide the calling party's name to CLEC's End User Customer with the applicable feature capability. The ICNAM database contains current listed name data by working telephone number served or administered by Qwest, including listed name data provided by other Telecommunications Carriers participating in Qwest's calling name delivery service arrangement.

1.4.6 Qwest will provide the listed name of the calling party that relates to the calling telephone number (when the information is actually available in Qwest's database and the delivery is not blocked or otherwise limited by the calling party or other appropriate request).

1.4.7 For CLEC's QLSP End User Customers, Qwest will load and update CLEC's QLSP End User Customers' name information into the LIDB and ICNAM databases from CLEC's completed service orders. CLEC is responsible for the accuracy of its End User Customers' information.

1.4.8 Qwest will exercise reasonable efforts to provide accurate and complete LIDB and ICNAM information. The information is provided on an as-is basis with all faults. Qwest does not warrant or guarantee the correctness or the completeness of such information; however, Qwest will access the same database for CLEC's QLSP End User Customers as Qwest accesses for its own End User Customers. Qwest will not be liable for system outage or inaccessibility or for losses arising from the authorized use of the data by CLEC.

1.4.9 Qwest will not charge CLEC for the storage of CLEC's QLSP End User Customers' information in the LIDB or ICNAM databases.

1.5 Shared Transport and Toll.

1.5.1 **Shared Transport.** The Shared Transport Network Element ("Shared Transport") provides the collective interoffice transmission facilities shared by various Carriers (including Qwest) between end-office switches and between end-office switches and local tandem switches within the Local Calling Area. Shared Transport uses the existing routing tables resident in Qwest switches to carry the End User Customer's originating and terminating local/extended area service interoffice Local traffic on the Qwest interoffice message trunk network. CLEC traffic will be carried on the same transmission facilities between end-office switches, between end-office switches and tandem switches and between tandem switches on the same network facilities that Qwest uses for its own traffic. Shared Transport does not include use of tandem switches or transport between tandem switches and end-office switches for Local Calls that originate from end users served by non-

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Qwest Telecommunications Carriers ("Carrier(s)") which terminate to QLSP End Users.

1.5.2 Originating Toll Calls from, and terminating Toll Calls to, QLSP End Users will be delivered to/from the designated IXCs from the Qwest end-office switches and access tandems. Use of access tandem switches are not included in the Agreement or this Attachment and access tandem charges, if any, may be billed by Qwest to the IXC(s) under the applicable access tariff.

1.5.3 **IntraLATA and InterLATA Carrier Designation.** QLSP includes the capability for selection of the interLATA and intraLATA Toll provider(s) on a 2-Primary Interexchange Carrier (PIC) basis. CLEC will designate the PIC assignment(s) on behalf of its End User Customers for interLATA and intraLATA Services. All CLEC initiated PIC changes will be in accordance with all Applicable Laws, rules and regulations. Qwest will not be liable for CLEC's improper PIC change requests.

1.5.4 **Qwest IntraLATA Toll Local Primary Interexchange Carrier ("LPIC") 5123.** Qwest does not authorize CLEC to offer, request, or select Qwest LPIC 5123 service to CLEC's End User Customers for intraLATA toll service with any QLSP Service in any state. In the event CLEC assigns the Qwest LPIC 5123 to CLEC's End User Customers, Qwest will bill CLEC and CLEC will pay Qwest the rates contained or referenced in the attached Rate Sheet.

1.5.5 **Usage.** Shared Transport is billed on a MOU basis as described within this Attachment. Rates for "Shared Transport Usage" or "Shared Transport MOUs" are provided in the QLSP Rate Sheet.

Side Port (supporting BRI ISDN), and Shared Transport provided under the Agreement with a Basic Rate ISDN-capable Loop provided in accordance with CLEC's ICAs, except for those Loops that are otherwise provided for in the Agreement.

1.6.4 **QLSP PAL** is available to CLEC for only CLEC's Payphone Service Providers (PSPs) and is the combination of an analog Line Side Port and Shared Transport provided under the Agreement with an analog - 2 wire voice grade Loop provided in accordance with CLEC's ICAs, except for those Loops that are otherwise provided for in the Agreement.

1.6.5 **QLSP PBX** is available to CLEC for CLEC's business End User Customers.

1.6.5.1 PBX analog non-DID trunks are combinations of an analog Line Side Port and Shared Transport provided under the Agreement with an analog - 2 wire voice grade Loop provided in accordance with CLEC's ICAs, except for those Loops that are otherwise provided for in the Agreement.

1.6.5.2 PBX with analog 1-way DID trunks are combinations of a DID trunk Port and Shared Transport provided under the Agreement with an Analog - 2 wire voice grade Loop provided in accordance with CLEC's ICAs, except for those Loops that are otherwise provided for in the Agreement.

1.6.5.3 PBX with analog 2- way DID trunks are combinations of a DID trunk Port and Shared Transport provided under the Agreement with an Analog - 4 wire voice grade Loop provided in accordance with CLEC's ICAs, except for those Loops that are otherwise provided for in the Agreement.

1.6.6 **QLSP Residential** is available to CLEC for CLEC's residential End User Customers and is the combination of an analog Line Side Port and Shared Transport provided under the Agreement with an analog - 2 wire voice grade Loop provided in accordance with CLEC's ICAs, except as otherwise provided for in the Agreement. QLSP Residential may be ordered and provisioned only for residential End User Customer application. The definition of residential service is the same as in Qwest's retail tariffs as applied to Qwest's End User Customers.

1.6.6.1 In order for CLEC to receive QLSP Residential rates via the monthly Residential End User Credit provided in the Rate Sheet, CLEC must identify residential end users by working telephone number (WTN) utilizing the LSR process as described in the Qwest wholesale website.

1.6 QLSP Service Arrangement Descriptions.

1.6.1 **QLSP Business** is available to CLEC for CLEC's business End User Customers and is the combination of an analog Line Side Port and Shared Transport provided under the Agreement with an analog - 2 wire voice grade Loop provided in accordance with CLEC's ICAs, except for those Loops that are otherwise provided for in the Agreement.

1.6.2 **QLSP Centrex** is available to CLEC for CLEC's business End User Customers. QLSP Centrex Services include Centrex 21, Centrex Plus and, in Minnesota only, Centron, and are the combination of an analog Line Side Port and Shared Transport provided under the Agreement with an analog - 2 wire voice grade Loop provided in accordance with CLEC's ICAs, except for those Loops that are otherwise provided for in the Agreement.

1.6.2.1 CLEC may request a conversion from Centrex 21, Centrex-Plus or Centron service to QLSP Business or QLSP Residential. The Conversion NRC(s) provided in the Rate Sheet will apply.

1.6.2.2 Qwest will provide access to Customer Management System (CMS) with QLSP-Centrex at the rates set forth in the Rate Sheet.

1.6.3 **QLSP ISDN BRI** is available to CLEC for CLEC's End User Customers and is the combination of a Digital Line

2.0 Additional Terms and Conditions and Service Features.

2.1 Qwest does not warrant the availability of facilities at any serving wire center. QLSP Services will not be available if facilities are not available. Qwest represents and warrants that it will not otherwise restrict facilities eligible to provide QLSP Service and that any and all facilities that would otherwise be available for retail service to a Qwest End User

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Customer will be considered eligible for use by CLEC for QLSP Service to serve that same End User Customer.

2.2 **Loop Start (“LPS”) to Ground Start (“GST”) and GST to LST Changes (“LPS/GST Change”)** are available with QLSP Services. POTS Services (e.g., a QLSP Centrex 21 line) can functionally and operationally be provisioned as either LPS or GST. Unless specifically requested otherwise, Qwest provisions POTS Services as LPS. GST is generally provisioned for Private Branch Exchange (“PBX”) type services. LPS/GST Changes allow the CLEC to request a facility served by LPS to be changed to GST or vice versa. Additional information and ordering requirements are detailed on the Qwest Wholesale website.

2.2.1 The Subsequent Order Charge provided in the QLSP Rate Sheet and the Qwest retail Tariff nonrecurring charge (“NRC”) for LPS/GST Changes, less an 18% wholesale discount, will be added to service orders requesting LPS/GST Changes.

2.3 **Daily Usage Feed (DUF).** Qwest will provide to CLEC certain originating and terminating call records (“usage information”) generated by CLEC’s QLSP end user via a DUF.

2.3.1 Qwest will provide to CLEC Local Call usage information within Qwest’s control with respect to calls originated by or terminated to CLEC QLSP End User Customers in the form of the actual information that is comparable to the information Qwest uses to bill its own End User Customers.

2.3.2 Qwest will provide to CLEC usage information necessary for CLEC to bill for interLATA and intraLATA exchange access to the IXC (excluding intraLATA usage information if Qwest LPIC 5123 is selected as the intraLATA Toll provider) in the form of either the actual usage or a negotiated or approved surrogate for this information, as such billing is described and allowed under section 3.7 of this Attachment. These exchange access records will be provided as Category 11 EMI records via the DUF.

2.3.3 Qwest will provide DUF records for the following: all usage occurrences billable to CLEC’s QLSP lines, including Busy Line Verify (BLV), Busy Line Interrupt (BLI); originating local usage; usage sensitive CLASS features; and Qwest-provided intraLATA toll.

2.3.4 Local Call usage records will be provided as Category 01 or Category 10 EMI records via the DUF. Terminating Local Call usage records are not collected or available and will not be provided.

2.4 Feature and interLATA or intraLATA PIC changes or additions for QLSP, will be processed concurrently with the QLSP order as specified by CLEC.

2.5 Access to 911/E911 emergency Services for CLEC’s End User Customers will be available in accordance with CLEC’s ICAs. If Qwest is no longer obligated to provide access to 911/E911 emergency services in accordance with 47 U.S.C. §251, Qwest will then provide such services under the Agreement with respect to all CLEC QLSP Service End User

Customers and new QLSP Service End User Customers, to the same degree and extent that 911/E911 emergency services were provided by Qwest prior to the elimination of 911/E911 emergency services as an obligation under 47 U.S.C. §251.

2.6 Qwest AIN and VMS are offered on a commercial basis and may be purchased with QLSP at the rates set forth in the attached Rate Sheet. Retail promotions may not be combined with QLSP.

2.7 If Qwest develops and deploys new local switch features for its End User Customers, those switch features will be available with QLSP Service in the same areas and subject to the same limitations. The rates that Qwest charges for such new local switch features will not in any case be higher than the retail rate Qwest charges for such features.

2.8 Nothing in the Agreement alters or affects CLEC’s right to receive any applicable universal service subsidy or other similar payments.

2.9 Qwest Operator Services and Directory Assistance Services are provided under the terms and conditions of CLEC’s ICAs.

3.0 Rates and Charges.

3.1 The recurring (“MRC”) and NRC rates for QLSP Services and all associated QLSP applicable usage-based rates and miscellaneous charges are set forth or incorporated by reference into the attached QLSP Rate Sheets. Rates for QLSP Services are in addition to the applicable rates for elements and Services provided under CLEC’s ICAs. Applicable intercarrier compensation rates and charges (such as access charges, reciprocal compensation, and other charges for elements and services) are applicable and are provided under a separate Agreement or Tariff.

3.2 **QLSP rates Effective Date through Term.** Starting on the Effective Date of the Agreement, rates for the Service will be those provided or referenced in the attached Rate Sheet. The MRCs for the switch port will be adjusted annually, effective January 1 of each year through the term of the Agreement. CLEC is eligible for and will receive discounts on the Basic Plan switch port MRCs if it meets the volume plans described below. Discounts are not cumulative and Qwest will apply the highest discount rate for which CLEC qualifies. Basic Plan MRCs will apply if CLEC does not qualify for any discount.

3.2.1 **90% YOY Volume Retention Plan:** If the number of CLEC’s QLSP total lines as of October 31 of each year equals or exceeds 90% of the sum of CLEC’s QLSP total lines as of October 31 of the preceding year, CLEC will qualify for a 10% discount off of the Business Port and a 2% discount off of the Residential Port MRCs applicable during the next calendar year.

3.2.4 **115% YOY Volume Growth Plan:** If the number of CLEC’s total QLSP lines as of October 31 of each year equals or exceeds 115% of the sum of

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CLEC's total QLSP lines as of October 31 of the preceding year, and the YOY line increase is equal to or greater than one thousand five hundred (1,500) QLSP lines, CLEC will qualify for a 30% discount off of the Business Port MRCs and a 6% discount off of the Residential Port MRCs applicable during the next calendar year.

Transport, and ISUP Signal Switching, as well as LIDB, ICNAM and 8XX) associated with interLATA and intraLATA Toll Calls originated by or terminated to a QLSP End User under the applicable Tariff.

3.7.3 Transit. For any call originated by an end user served by a Carrier that routes through Qwest's network and which terminates to a QLSP End User, Qwest retains its rights to bill the originating Carrier Transit charges for that call under the originating Carrier's Agreement.

3.7.4 Other. Qwest retains its rights to bill IXCs or other Carriers, as applicable, any and all other access charges and assessments not expressly addressed in this section, including but not limited to flat rate transport charges, in accordance with the applicable Tariff

3.3 For purposes of counting CLEC's total QLSP lines in section 3.2 as of October 31 of each year, Qwest will include all QLSP lines, if any, from the previous year. For example, to determine 2011 QLSP rates, Qwest will use the total number of CLEC's QLSP lines as of October 31, 2009 compared to CLEC's total number of QLSP lines as of October 31, 2010 in order to calculate CLEC's discount eligibility on January 4, 2011. Each subsequent adjustment will be effective on each January 1 during the term of the Agreement.

3.4 Except as otherwise provided herein, the Loop element combined with a QLSP Service will be provided in accordance with CLEC's ICAs with Qwest at the rates set forth in those ICAs.

3.4.1 Loops provided under the Agreement. Upon thirty (30) Days notice via the standard commercial notification process, Qwest may change monthly recurring charges for the Omaha, Nebraska Loop elements provided under the Agreement. Additionally, notwithstanding the rates reflected in the Nebraska QLSP Rate Sheet, the Parties understand and agree that Qwest has the right to adjust commercial port rates in Nebraska after the Nebraska PSC issues a final order related to Application No. C-3554/PI-112 and CLEC's continued use of any Services in Nebraska constitutes its acceptance of such updated rates.

3.5 CLEC will be responsible for billing its QLSP End User Customers for all Miscellaneous Charges and surcharges required of CLEC by statute, regulation or as otherwise required.

3.6 CLEC will pay Qwest the PIC change charge associated with CLEC End User Customer changes of interLATA or intraLATA Carriers. Any change in CLEC's End User Customers' interLATA or intraLATA Carrier must be requested by CLEC on behalf of its End User Customer.

3.7 Intercarrier Compensation. Except as specifically described in this Section, the Agreement does not change or amend applicable intercarrier compensation arrangements (including but not limited to Switched Access, Signaling, or Transit charges) between any parties, including between Qwest and Carriers or IXCs.

3.7.1 Switched Access. For QLSP End User Customer(s), Qwest will not charge to or collect from the IXC usage based end office and loop Switched Access charges (such as Switched Access Local Switching, End Office Shared Port, Tandem Transmission and Carrier Common Line) for InterLATA or IntraLATA Toll Calls originating or terminating from that QLSP End User Customer's line to an IXC.

3.7.2 Signaling. Qwest retains its rights to charge IXCs for signaling usage (ISUP Signal Formulation, ISUP Signal

3.8 Local Switching Usage and Shared Transport Minute of Use (MOU) This section describes the use of the Qwest network for different call types originated by or terminated to QLSP End Users. This section does not affect Qwest's rights to charge IXCs for signaling as described in Section 1.4.2 of this Attachment.

3.8.1 Originating IntraOffice Local Calls - This originating Local Call requires switching by the local serving Qwest end office Switch only. When this call type is originated by a QLSP End User, Local Switch Usage charges provided in the QLSP Rate Sheet will apply. For these call types that also terminate to an end user served by a Carrier, Qwest may pay that Carrier certain terminating compensation charges under terms and conditions of a separate ICA.

3.8.2 Originating InterOffice Local Calls. This originating Local Call requires switching by the local serving Qwest end office and other interoffice switching for Local traffic. When this call type is originated by a QLSP end user, Local Switch Usage per MOU and Shared Transport per MOU charges provided in the Rate Sheet will apply. For these call types that also terminate to an end user served by a non-Qwest Carrier, Qwest may pay that Carrier certain terminating compensation charges under terms and conditions of a separate ICA

3.8.3 Originating IXC Toll Calls. This originating Toll Call requires switching by the local serving Qwest end office. If the QLSP End User's selected IXC does not have direct trunking to the local serving Qwest end office, Shared Transport is required to deliver that call to the Access Tandem for delivery to the IXC. When this call type is originated by a QLSP end user, Local Switch Usage provided in the QLSP Rate Sheet applies. Additionally, if Shared Transport is necessary to deliver the call to the Access Tandem, Shared Transport Usage charges provided in the QLSP Rate Sheet will apply. For these call types that require Shared Transport, Qwest retains its rights to bill the IXC for Tandem elements under the Tariff.

3.8.4 Terminating IntraOffice and InterOffice Local Calls. This terminating Local Call requires switching by the local serving Qwest end office and in certain instances other interoffice switching within the Local Calling area. When a

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Z-CDS-101021-0100; **CO**-CDS-101021-0101; **IA**-CDS-101021-0102; **ID**-CDS-101021-0103; **MN**-CDS-101021-0104;
ND-CDS-101021-0106; **NE**-CDS-101021-0107; **NM**-CDS-101021-0108; **OR**-CDS-101021-0109;
SD-CDS-101021-0110; **UT**-CDS-101021-0111; **WA**-CDS-101021-0112; **WY**-CDS-101021-0113

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call is terminated to a QLSP end user, no charges will apply under QLSP. For these call types that originate from an end user served by a Carrier, Qwest retains its rights to bill that Carrier certain Transit charges as described in Section 3.7 above.

3.8.5 Terminating IXC Toll Calls. This terminating Toll Call always requires switching by the local serving Qwest end office. If the originating caller's IXC does not have direct trunking to the QLSP end user's local serving Qwest end office switch, Shared Transport is required to terminate the call to the receiving QLSP end user. When this call type is terminated to a QLSP end user, Local Switch Usage charges provided in the Rate Sheet will apply. Additionally, if Shared Transport is necessary to deliver the call to the QLSP end user from the access tandem, Shared Transport Usage charges provided in the Rate Sheet will apply. For these call types that require Shared Transport, Qwest retains its rights to bill the IXC for Tandem elements under the Tariff.

3.8.6 Originating Toll Calls when QC is the IntraLATA Toll provider. See Section 1.5.4 above.

3.9 Qwest will have a reasonable amount of time to implement system or other changes necessary to bill CLEC for rates or charges associated with QLSP Services

3.10 QLSP Services have a one-month minimum service period requirement for each CLEC End User Customer. The one-month minimum service period is the period of time that CLEC is required to pay 100% of the MRC for the Service even if CLEC does not retain Service for the entire month. QLSP Services are billed month to month and will after the one month minimum service period is satisfied be pro-rated for partial months based on the number of days Service was provided.

3.11 The Subsequent Order Charge is applicable on a per order basis when changes are requested to existing service, including changing a telephone number, initiating or removing suspension of Service, denying or restoring service, adding, removing or changing features, and other similar requests.

4.0 Systems and Interfaces.

4.1 Qwest and CLEC will support the use of current OSS interfaces and OSS business rules for QLSP, including electronic ordering and flow, as the same may evolve over time.

4.2 QLSP Services are ordered utilizing the LSR process as described in the Qwest wholesale website.

4.3 Prior to placing an order on behalf of each End User Customer, CLEC will be responsible for obtaining and will have in its possession a Proof of Authorization as set forth in the Agreement.

4.4 When Qwest or another provider of choice, at the End User Customer's request, orders the discontinuance of the End User Customer's existing service with CLEC, Qwest will render its closing bill to CLEC effective as of the

disconnection. Qwest will notify CLEC by FAX, OSS interface, or other agreed upon processes when an End User Customer moves to Qwest or another service provider. Qwest will not provide CLEC or Qwest retail personnel with the name of the other service provider selected by the End User Customer.

4.5 The Parties will provide each other with points of contact for order entry, problem resolution, repair, and in the event special attention is required on service request.

5.0 Qwest will bill CLEC, on a monthly basis, within seven to ten Days of the last day of the most recent Billing period, in an agreed upon standard electronic format. Billing information will include a summary bill and individual End User Customer sub-account information. If CLEC needs additional or different billing information in order to properly bill its End Users or other Carriers (including Qwest), Qwest will work with CLEC in good faith to deliver such information.

6.0 Maintenance and Repair.

6.1 Qwest will maintain facilities and equipment that comprise the QLSP Service provided to CLEC. CLEC or its End User Customers may not rearrange, move, disconnect or attempt to repair Qwest facilities or equipment, other than by connection or disconnection to any interface between Qwest and the End User Customer, without the written consent of Qwest.

6.2 Qwest will provide general repair and maintenance Services on its facilities, including those facilities supporting QLSP Services purchased by CLEC. Qwest will repair and restore any equipment or any other maintainable component that adversely impacts CLEC's use of QLSP Service. Qwest and CLEC will cooperate with each other to implement procedures and processes for handling service-affecting events. There will be no charge for the Services provided under this Section 6, except as set forth in the Rate Sheet.

7.0 Commercial Performance Measures and Reporting, Performance Targets and Service Credits (including in Washington, if Washington 7.0 is selected by CLEC as indicated on Signature Page).

7.1 Each Party will provide suitably qualified personnel to perform its obligations under the Agreement and all QLSP Services in a timely and efficient manner with diligence and care, consistent with the professional standards of practice in the industry, and in conformance with Applicable Law. The QLSP Service attributes and process enhancements are not subject to the Change Management Process ("CMP"). CLEC proposed changes to QLSP Service attributes and process enhancements will be communicated through the standard account interfaces. Change requests common to shared systems and processes subject to CMP will continue to be addressed via the CMP procedures.

7.2 Qwest will provide commercial performance measurements and reporting against established performance targets with QLSP Service. The following performance measurements will apply to QLSP Residential and QLSP Business: (a) Firm Order Confirmations (FOCs) On Time; (b) Installation Commitments Met; (c) Order Installation Interval; (d) Out of

**QWEST LOCAL SERVICES PLATFORM® AGREEMENT
ATTACHMENT 2—QLSP® Service Description**

Service Cleared within 24 Hours; (e) Mean Time to Restore; and (f) Trouble Rate.

Measures and Reporting, Performance Targets and Service Credits terms and conditions for Services provided under the Agreement and this Attachment outlined in Section 7.0 of this Attachment.

7.3 Commercial measurement definitions, methodologies, performance targets and reporting requirements are set forth in Attachment 3 to the Agreement. Qwest will provide CLEC with the raw data necessary to allow CLEC to disaggregate results at the state level. Reporting of these performance measures will be applied for activity beginning the first full month of Service after January 4, 2011.

8.2 The PIDs and PAP for Washington in their current form are posted in the Qwest Wholesale PCAT, currently called Negotiations Template Agreement PCAT, under Exhibit B and Exhibit K for Washington, respectively. Those PIDs and that PAP are incorporated by referenced into, and made a part of, this Attachment. Subsequent changes to the PIDs or PAP submitted to the WUTC will be incorporated into the applicable exhibit as soon as they are effective either by operation of law or WUTC order, whichever occurs first and without further amendment to this Attachment.

7.4 CLEC will be entitled to service credits only for each instance of a missed installation commitment and each instance of an out of service condition that is not cleared within 24 hours occurring after January 4, 2011. All service credits will be applied automatically by Qwest as credit against CLEC's bill for the billing period following the one in which the credits were accrued. Credits for Services provided under the Agreement will be applied for activity beginning the first full month after January 4, 2011. Any credits or payments related to the Services provided prior to the first full month following January 4, 2011 and in accordance with CMP, PID, PAP or any other wholesale service quality standards will no longer be applied beginning the first full month after January 4, 2011.

8.3 To select the Service Performance Measures and Reporting and Performance Assurance Plan (PID/PAP) option, CLEC must be a certified CLEC under applicable state rules and have elected the PID and PAP under its Washington interconnection agreement with Qwest.

8.4 Eligible QLSP Services will be included in the UNE-P PAP results beginning the first full month following the Effective Date of the Agreement.

7.4.1 Installation Commitments Met. For each installation commitment that Qwest, through its own fault, fails to meet, Qwest will provide a service credit equal to 100% of the nonrecurring charge for that installation. Qwest will use the state installation nonrecurring charge contained in the Agreement for that order type in calculating the credit. The definition of a "missed installation commitment" and the associated exclusions are described in Attachment 3 to the Agreement.

8.5 Notwithstanding the dispute resolution provisions in the Agreement, the Parties will resolve any dispute, claim or controversy arising out of, or relating to, the PID and/or PAP under the dispute resolution process described in the PAP.

7.4.2 Out of Service Cleared within 24 Hours. For each out-of-service condition that Qwest, through its own fault, fails to resolve within 24 hours, Qwest will provide a service credit equal to one day's recurring charge (monthly recurring charge divided by 30) for each day out of service beyond the first 24 hours. (For example, if the out-of-service condition exists for 25 to 47 hours, CLEC will be entitled to a credit equal to the monthly recurring charge divided by 30. If the out-of-service condition existed for 48 to 71 hours, the credit would equal two times the monthly recurring charge divided by 30).

8.0 **Service Performance Measures and Reporting and Performance Assurance Plan (PID/PAP) (for Washington only, if Washington 8.0 is selected by CLEC as indicated on the Signature Page to the Agreement).**

8.1 If selected by CLEC under the terms and conditions of the Agreement and this Attachment, Qwest will, in Washington only, provide performance measurements, reporting, and remedies compliant with the Washington Performance Indicator Definitions ("PIDs") and the Qwest Washington Performance Assurance Plan ("PAP") for the Services, if eligible, provided under the Agreement and this Attachment. Only in the state of Washington, and only if expressly selected by CLEC under the terms and conditions of the Agreement and this Attachment, does this PID and PAP replace, in their entirety, the Commercial Performance

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Z-CDS-101021-0100; CO-CDS-101021-0101; IA-CDS-101021-0102; ID-CDS-101021-0103; MN-CDS-101021-0104;
ND-CDS-101021-0106; NE-CDS-101021-0107; NM-CDS-101021-0108; OR-CDS-101021-0109;
SD-CDS-101021-0110; UT-CDS-101021-0111; WA-CDS-101021-0112; WY-CDS-101021-0113

**Qwest Local Services Platform™ (QLSP™) Rate Page - Nebraska
Modified Local Switching Port Rate**

	USOC	Recurring	Non-Recurring	Notes
109.11 Local Switching Purchased As Part of QLSP™				
109.11.1 Ports, Basic Plan				
109.11.1.1 Analog Port		\$9.43		
109.11.1.2 Residential end user credit	LAWUR	(\$5.16)		1
109.11.1.3 Effective QLSP™ Residential Analog Port		\$4.27		1
109.11.1.4 Digital Port (Supporting BRI ISDN)		\$15.54		
109.11.1.5 PBX DID Port		\$9.96		
109.11.2 Intentionally Left Blank				
109.11.3 Ports, If 90% YOY Volume Retention Plan Requirements Are Met				
109.11.3.1 Analog Port		\$8.49		
109.11.3.2 Analog Port, Residential end user credit	LAWUR	(\$4.30)		1
109.11.3.3 Effective QLSP™ Residential Analog Port		\$4.18		1
109.11.3.4 Digital Port (Supporting BRI ISDN)		\$15.54		
109.11.3.5 PBX DID Port		\$9.96		
109.11.4 Intentionally Left Blank				
109.11.5 Ports, If 115% YOY Volume Growth Plan Requirements Are Met				
109.11.5.1 Analog Port		\$6.60		
109.11.5.2 Analog Port, Residential end user credit	LAWUR	(\$2.59)		1
109.11.5.3 Effective QLSP™ Residential Analog Port		\$4.01		1
109.11.5.4 Digital Port (Supporting BRI ISDN)		\$15.54		
109.11.5.5 PBX DID Port		\$9.96		
109.11.6 Intentionally Left Blank				

Notes:

- 1 QLSP™ Business and Residential services utilize the same Class of Service and line Universal Service Order codes (USOCs). QLSP™ Residential services will be billed at the Analog Port rate and only those lines that specifically qualify for and are identified as serving a residential end-user customer by the presence of the LAWUR USOC will receive the Residential end user credit.

McLeodUSA Telecommunications Services, Inc.
dba PAETEC Business Services

**Qwest Local Services Platform™ (QLSP™) Rate Page - Minnesota
Modified Local Switching Port Rate**

	USOC	Recurring	Non-Recurring	Notes
109.11 Local Switching Purchased As Part of QLSP™				
109.11.1 Ports, Basic Plan				
109.11.1.1 Analog Port		\$10.75		
109.11.1.2 Residential end user credit	LAWUR	(\$4.03)		1
109.11.1.3 Effective QLSP™ Residential Analog Port		\$6.72		1
109.11.1.4 Digital Port (Supporting BRI ISDN)		\$16.99		
109.11.1.5 PBX DID Port		\$10.58		
109.11.2 Ports, If 80% YOY Volume Retention Plan Requirements Are Met				
109.11.2.1 Analog Port		\$10.21		
109.11.2.2 Analog Port, Residential end user credit	LAWUR	(\$3.56)		
109.11.2.3 Effective QLSP™ Residential Analog Port		\$6.65		
109.11.2.4 Digital Port (Supporting BRI ISDN)		\$16.99		
109.11.2.5 PBX DID Port		\$10.58		
109.11.3 Ports, If 90% YOY Volume Retention Plan Requirements Are Met				
109.11.3.1 Analog Port		\$9.68		
109.11.3.2 Analog Port, Residential end user credit	LAWUR	(\$3.09)		1
109.11.3.3 Effective QLSP™ Residential Analog Port		\$6.59		1
109.11.3.4 Digital Port (Supporting BRI ISDN)		\$16.99		
109.11.3.5 PBX DID Port		\$10.58		
109.11.4 Intentionally Blank				
109.11.5 Ports, If 115% YOY Volume Growth Plan Requirements Are Met				
109.11.5.1 Analog Port		\$7.53		
109.11.5.2 Analog Port, Residential end user credit	LAWUR	(\$1.21)		1
109.11.5.3 Effective QLSP™ Residential Analog Port		\$6.32		1
109.11.5.4 Digital Port (Supporting BRI ISDN)		\$16.99		
109.11.5.5 PBX DID Port		\$10.58		
109.11.6 Intentionally Blank				

Notes:

- 1** QLSP™ Business and Residential services utilize the same Class of Service and line Universal Service Order codes (USOCs). QLSP™ Residential services will be billed at the Analog Port rate and only those lines that specifically qualify for and are identified as serving a residential end-user customer by the presence of the LAWUR USOC will receive the Residential end user credit.