

**AMENDMENT NO. ONE TO
INTERCONNECTION AND TRAFFIC EXCHANGE AGREEMENT**

This Amendment No. ONE ("Amendment"), effective January 1, 2011, is entered into by and between McLeodUSA Telecommunications Services, Inc. d/b/a PAETEC Business Services ("PAETEC") and United Telephone Company of Ohio d/b/a CenturyLink ("CenturyLink"). CenturyLink and PAETEC may be referred to individually as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, PAETEC and CenturyLink entered into an Interconnection and Traffic Exchange Agreement dated January 1, 2010 for the state of Ohio (the "Agreement"); and

WHEREAS, PAETEC and CenturyLink settled a dispute and desire to modify the VNXX and reciprocal compensation terms of the Agreement consistent with the settlement; and

NOW THEREFORE, in consideration of the promises and agreements contained in this Amendment, the Parties agree as follows:

AMENDMENT

1. PAETEC and CenturyLink agree that Sections 38.2 and 38.2.1 shall be deleted in its entirety and shall be replaced with the following Sections 38.2, 38.2.1 and 38.2.2.
 - 38.2 All Local Traffic (which shall not include ISP-Bound Traffic or VNXX Traffic) shall be exchanged on a bill and keep basis as long as not more than 55% of such traffic is terminated by either Party. If more than 55% of such Local Traffic is terminated by either Party then at the option of the terminating Party, the Parties shall negotiate a subsequent amendment of the ICA to reflect the appropriate charges to be assessed by each Party for terminating such Local Traffic with such amendment to be made effective from and after the date on which the terminating Party provides written notice of a request to negotiate such amendment. If the Parties are unable to negotiate such an amendment, the Parties agree to resolve the issue under the Dispute Resolution section (Section 25) of the Agreement.
 - 38.2.1 All ISP-Bound Traffic (VNXX and non-VNXX ISP-Bound Traffic) shall be exchanged on a bill and keep basis.
 - 38.2.2 The bill and keep arrangement which may be in effect between the Parties at any time shall not affect the respective rights and obligations of the Parties under this Agreement with respect to any transit charges that may be assessed for transit services provided in connection with any Transit Traffic or Indirect Traffic.
2. PAETEC and CenturyLink agree that Sections 38.4, 38.4.1 and 38.4.2 shall be deleted in its entirety. Sections 38.2 shall be replaced with "Intentionally deleted."
3. PAETEC and CenturyLink agree that Table One shall be deleted in its entirety and replaced with the attached Table One.

4. Except as modified herein, the terms and conditions of the Agreement shall continue in full force and effect. In the event of a conflict between the terms of the Agreement and this Amendment, this Amendment will control.

IN WITNESS WHEREOF, the Parties have executed this Amendment effective the year and day first written above.

United Telephone Company of Ohio d/b/a CenturyLink

**McLeodUSA
Telecommunications
Services, Inc. d/b/a PAETEC
Business Services**

By:



Name
(typed):

Michael R. Hunsucker

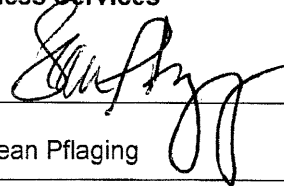
Title:

Director – Contract Management

Date:

5-5-11

By:



Name:

Sean Pflaging

Title:

Sr. VP Network Services

Date:

4/14/11

Table One

KEY CODES		EMBARQ RATE ELEMENT COST SUMMARY:	OHIO		
MRC	NRC				
		USAGE FILE CHARGES		MRC	NRC
		Message Provisioning, per message		\$0.000684	
		Data Transmission, per message		\$0.00000	
		Media Charge - per CD (Price reflects shipping via regular U.S. Mail)			\$18.00
		OTHER CHARGES		MRC	NRC
		PIC Change Charge, per change			Per Tariff
		Operator Assistance / Directory Assistance Branding			ICB
		UNE LOOP, TAG & LABEL / RESALE TAG & LABEL		MRC	NRC
	I0005	Tag and Label on a reinstall loop or an existing loop or resale			\$8.80
		TRIP CHARGE		MRC	NRC
	I0007	Trip Charge			\$18.30
		RATE ELEMENT			
		SERVICE ORDER / INSTALLATION / REPAIR		MRC	NRC
	I0008	Manual Service Order NRC			\$16.74
	I0009	Manual Service Order - Listing Only			\$16.74
	I0010	Manual Service Order - Change Only			\$16.74
	I0011	Electronic Service Order (IRES)			\$9.26
	I0012	Electronic Service Order - Listing Only			\$9.26
	I0013	Electronic Service Order - Change Only			\$9.26
	I0016	Trouble Isolation Charge			\$71.32
		LNP Coordinated Conversion - Lines 1 -10			\$66.33
		LNP Coordinated Conversion - Each additional line			\$4.79
		LNP Conversion - 10 Digit Trigger			\$0.00
		MULTIPLEXING		MRC	NRC
		Multiplexing elements are only relevant in conjunction with UNE transport.			
I0134	I0135	Multiplexing - DS1-DS0 (per DS1) - (Shelf only, rate does not include cards)		\$144.72	\$94.90
		DS1-DS0 Disconnect			\$17.23
I0136	I0137	Multiplexing - DS3-DS1 (per DS3)		\$252.07	\$94.90
		DS3-DS1 Disconnect			\$17.23
		RECIPROCAL COMPENSATION		MRC	NRC
		End Office - per MOU		Bill and Keep	N/A
		Tandem Switching - per MOU		Bill and Keep	N/A
		Shared Transport - per MOU		Bill and Keep	N/A
		ISP-Bound Traffic		Bill and Keep	N/A

		TRANSIT SERVICE	MRC	NRC
		Transit Service Charge - per MOU	\$0.005000	
		DATABASE	MRC	NRC
		Local Number Portability query (LNP)	Per interstate tariff	Per interstate tariff
		Toll Free Code query (TFC) - Simple	Per interstate tariff	Per interstate tariff
		Toll Free Code query (TFC) - Complex Additive	Per interstate tariff	Per interstate tariff
		Line Information Database query (LIDB)	Per interstate tariff	Per interstate tariff
		Line Information Database query transport (LIDB)	Per interstate tariff	Per interstate tariff
		DIRECTORY SERVICES	MRC	NRC
		Directory - Premium & Privacy Listings		Refer to Applicable Retail Tariff
		Directory Listings - (if CLEC not purchasing UNE Loops or Resale Services)	\$1.00	
		STREET INDEX GUIDE	MRC	NRC
	I0001	SIG Database Extract Report, per CDROM (price reflects shipping regular U.S. Mail)		\$18.00