

**INTERIM AMENDMENT TO
INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996
BETWEEN
CENTURYTEL OF MISSOURI, LLC d/b/a CENTURYLINK
AND
SOCKET TELECOM, LLC**

This Interim Amendment (the "Amendment") modifies the Interconnection Agreement approved by the Missouri Public Service Commission on October 13, 2006 in Case No. TO-2006-0299 by and between CenturyTel of Missouri, LLC d/b/a CenturyLink ("CenturyLink") and Socket Telecom, LLC ("Socket") and as subsequently amended (the "Agreement") effective in the State of Missouri. CenturyLink and Socket are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, the Parties wish to amend certain provisions of the Interconnection Agreement;

NOW, THEREFORE, in consideration of the foregoing, and the promises and mutual agreements set forth in the Agreement and in this Interim Amendment, the Agreement is hereby amended to include the following provisions, which shall supersede all conflicting provisions, as follows:

I. GENERAL PORTING

- CenturyLink will continue to adhere to the MO PSC's order in Case No. TC-2007-0341 for the term of the Agreements.
- For any single port request involving more than 100 numbers, Socket will request a project to port those numbers and Socket will submit a pre-order inquiry (as provided below) to determine when such ports may be completed. CenturyLink will respond to the pre-order inquiry within 2 business days, notifying Socket upon submittal of an order how many days will be reasonably required to be ready to port the requested numbers, at which time CenturyLink agrees Socket will be able to activate all the number ports at any time on the confirmed due date.
- CenturyLink will not impose a cap on the number of LSRs, including those for port requests, processed in one day for Socket.

II. FACILITIES AVAILABILITY AND AUGMENTATION

- For port requests that are reasonably expected to immediately add large volumes of traffic to the network, such as the porting of Internet dial-up numbers, Socket understands that CenturyLink has established and implemented verification procedures and will be able to give Socket a response within two business days from inquiry regarding facilities availability. If new or augmented facilities are required to prevent network congestion, CenturyLink will provide Socket with an estimated date for completion of the necessary work and a due date that can be used for the porting order (such dates to be as prompt as reasonably possible under the specific circumstances involved).

- Socket agrees to submit a pre-order inquiry when it desires to port phone numbers for a customer that originates or terminates a high volume of traffic, rather than only submitting a simple port order. The pre-order inquiry will consist of a telephone or email contact from Socket to the CenturyLink Account Administrator that provides specific details of the actual or expected traffic on an exchange basis. Where possible, Socket will provide an existing telephone number so that CenturyLink may review actual traffic studies. CenturyLink will not be liable for issues caused by a Socket failure or refusal to provide an existing telephone number.
- Upon receipt of Socket's pre-order inquiry, CenturyLink will review the inquiry parameters to determine if it raises capacity issues. If there are legitimate capacity issues, CenturyLink will contact Socket to identify the capacity issues and provide information regarding the addition and turn up of any necessary trunking. CenturyLink will keep Socket informed regarding the availability date of the new facilities and Socket may submit the port order pursuant to the standard due date interval to coincide with a date after the capacity is added and tested.

CenturyLink commits that it is willing to work with Socket to provide a smooth transition of customers in these instances. Any customer information provided by Socket shall be deemed confidential and only shared with CenturyLink employees that have a need to know for purposes of determining capacity issues as well as execution of the subsequent number port. CenturyLink will abide by all existing federal and state winback/retention rules and orders.

Regarding Socket's forecasts that show anticipated interconnection requirements, these forecasts will be used to determine whether facilities are available to meet capacity requirements shown in the forecasts. CenturyLink is not obligated to add capacity based upon the forecasts but commits to use the forecasts as tools so that Socket and CenturyLink know anticipated demand based upon forecasts.

III. POI THRESHOLDS AND ESTABLISHMENT

- The Parties agree to abide by the POI thresholds established in the Interconnection Agreement and this agreement in all CenturyLink exchanges, regardless of whether Socket is interconnected directly or indirectly.
- Because the Parties desire to order/provision trunking on a DS1 basis, as opposed to a fractional DS1 basis, the Parties have agreed to round the calculated POI threshold to the nearest full DS1. For example, if the threshold is above 2.0 but less than 2.5 DS1s, the Parties will round to 2.0 DS1s. Similarly, if the POI threshold is equal to or greater than 2.5 DS1s but less than 3.0 DS1s, the Parties will round to 3.0 DS1s.
- The Parties acknowledge that when direct or separate trunking exists, the Parties have

the capability to determine if any call blocking or overflow may exist. Overflow is defined as traffic in excess of the capacity of a trunk group which is offered to another trunk group for call completion. In the case of direct trunking, both parties will be able to monitor which trunk group traffic is being exchanged over. In the case of separate trunking, CenturyLink will provide information related to traffic volumes and patterns, including instances of overflow, to Socket on a monthly basis.

- The Parties shall meet quarterly to discuss the establishment of additional POIs and the decommissioning of POIs. Any discrepancies in traffic volumes and patterns shall be resolved between the Parties' traffic personnel using such items as call detail records and traffic studies. When traffic analysis indicates that overflow is occurring at the prescribed POI threshold for three consecutive months, Socket will establish a POI in the exchange served by the stand-alone end office or host switch, regardless of MOU. Overflow occurs "at the prescribed POI threshold" when there is overflow despite direct or separate trunks being in place equal to the POI threshold.
- In order to demonstrate that traffic levels are below the applicable POI threshold for purposes of decommissioning an existing POI, when Socket notifies CenturyLink at a quarterly meeting that it believes that traffic is below the applicable POI threshold, the Parties will reduce the size of the dedicated trunks to match the applicable POI threshold. Once this occurs, traffic will be permitted to overflow onto additional facilities as necessary. Until the POI is decommissioned, Socket will be financially responsible for paying CenturyLink for the usage sensitive transport, switching and third party transiting costs (if applicable) for any traffic that does overflow onto the additional facilities. If traffic does not overflow onto additional facilities for three consecutive months, traffic will be deemed to be below the applicable POI threshold and the POI will be decommissioned within 90 days, regardless of MOU. If the traffic does overflow, the traffic will be deemed to exceed the applicable POI threshold and the POI will remain. The Parties will then re-size the trunk group accordingly.
- Upon request, a Party will provide the other Party with traffic data and studies related to traffic exchanged between them.
- Socket will establish direct trunk facilities (through CenturyTel of Missouri, Spectra or a third party) within 90 days when traffic is deemed to be at the POI thresholds pursuant to the methodology set forth herein for 3 consecutive months as recognized in the Parties quarterly meetings. Failure to abide by the 90-day time limit will require Socket to compensate CenturyLink for any traffic remaining on its trunks (facilities and third party transit) at the usage sensitive transport, tandem switching and third party transiting costs contained in the interconnection agreement as hereby amended.
- CenturyLink will timely credit and cease billing for a POI upon receiving notice when traffic is deemed to be below the POI thresholds pursuant to the methodology set forth

herein for 3 consecutive months as recognized in the Parties quarterly meetings. CenturyLink will begin billing for a POI when direct trunking facilities exist when traffic is deemed to be above the POI thresholds pursuant to the methodology set forth herein for 3 consecutive months as recognized in the Parties quarterly meetings. CenturyLink will continue to overflow traffic without charge, to allow Socket to add additional facilities/trunks during the above-referenced 90-day period.

- The Parties will have 90 days to add a new POI or decommission an existing POI. If CenturyLink needs to add transport capacity for Socket to lease such facilities and facilities are not available from a third party for connection to a new POI, the required implementation of the POI will be postponed until such facilities are available.

IV. HOST/REMOTE THRESHOLDS AND INTERCONNECTION

- Interconnection at a host end office switch will only allow Socket and CenturyLink entities (CenturyTel of Missouri and Spectra) to exchange traffic to and from exchanges served by the host end office switch and any remote switches subtending the host.
- Interconnection at a tandem switch will allow Socket and CenturyLink entities (CenturyTel of Missouri and Spectra) to exchange traffic to and from all CenturyLink entity exchanges subtending the tandem switch, recognizing that subtending end offices are also subject to POI thresholds for establishing POIs at the sub-tandem level once traffic thresholds are reached.
- Socket and CenturyLink will apply POI thresholds as described above on an aggregate basis using total line count for the host/remote complex and establish a required POI on CenturyLink's network in the host exchange for the host/remote complex. Socket and CenturyLink will also apply POI thresholds on such an aggregate basis for purposes of future decommissioning of POIs.
- All direct trunking will be installed to a Host or Smart Remote switch and will provide connectivity to all subtending dumb remote switches as well as the Host switch. Where direct trunks exist and where technically feasible, CenturyLink will route all NPA-NXX's assigned to Socket in the Local Exchange Routing Guide (LERG) within the LATA of the originating switch to the appropriate direct trunk groups to avoid situations where some traffic is routed via a tandem trunk group while other traffic is routed via a direct trunk group.

V. INDIRECT INTERCONNECTION

- As described herein, Socket will convert from an indirect interconnection to a direct interconnection when traffic exchanged between the Parties exceeds the POI

thresholds for three consecutive months using the methodology set forth herein. As described herein, the Parties will utilize a quarterly review process to determine where direct trunking is needed, where POIs need to be established and where existing POIs are no longer required. Socket may lease interconnection facilities from CenturyTel of Missouri and Spectra at the rates stated below.

- In the case of indirect interconnection with CenturyLink exchanges that subtend a tandem owned by an unaffiliated entity, if feasible Socket will exchange traffic at the first serving tandem rather than have the originating carrier route traffic through multiple tandems in order to exchange traffic.

VI. DIRECT AND SEPARATE TRUNKING

- Because of the mixed nature of the traffic exchanged between the Parties, for purposes of determining when direct or separate trunking shall be established, Socket and CenturyLink agree to use minutes of traffic as described below. When determining the quantity of minutes in a month, any differences in studies shall be rectified by review between the Parties' traffic personnel.
- For a stand-alone end office or host/remote complex that subtends its own company's tandem switch, Socket and CenturyLink shall establish direct trunking when the quantity of minutes exchanged in a month exceeds 350,000 minutes of use multiplied by 50% of the applicable POI threshold (or 66% of the POI threshold when the threshold is one DS1). If a direct trunk group is sized at a level equal to the applicable POI threshold, traffic exchanged over the direct trunk group shall be permitted to overflow onto the common trunk group until such time as a POI is established in the exchange served by the stand-alone end office or in the host exchange. If Socket elects to have the direct trunk group sized below the applicable POI threshold, overflow to the common trunk group shall not be required unless and until the direct trunk group is resized at Socket's request to match the threshold. Socket cannot elect to size the trunk group above the applicable POI threshold prior to establishing a POI for the stand-alone end office or host exchange.
- For a stand-alone end-office or host/remote complex that subtends a tandem switch owned by an affiliated entity, Socket and CenturyLink shall establish direct trunking when the quantity of minutes exchanged in a month exceeds 350,000 minutes of use multiplied by 50% of the applicable POI threshold (or 66% of the POI threshold when the threshold is one DS1). If a direct trunk group is sized at a level equal to the applicable POI threshold, traffic exchanged over the direct trunk group shall be permitted to overflow onto the common trunk group until such time as a POI is established in the exchange served by the stand-alone end office or in the host exchange. If Socket elects to have the direct trunk group sized below the applicable POI threshold, overflow to the common trunk group shall not be required unless and until the direct trunk group is resized at Socket's request to match the threshold.

Socket cannot elect to size the trunk group above the applicable POI threshold prior to establishing a POI for the stand-alone end office or host exchange

- For a stand-alone end-office or host/remote complex that subtends a tandem switch owned by an unaffiliated entity, CenturyLink may establish separate trunk groups with overflow to common trunks on its side of the interconnection with the unaffiliated entity to carry traffic exchanged with Socket for purposes of monitoring the capacity and traffic patterns occurring on the separate trunk group. The separate trunk groups shall be sized at a level no greater than the applicable POI threshold. Traffic exchanged over these trunk groups shall be permitted to overflow onto common trunk groups until such time as a POI is established in the exchange served by the stand-alone end office or in the host exchange.
- Direct and separate trunking will be established in conjunction with quarterly meetings between the Parties.
- All direct and separate trunking shall be provisioned and perform at parity with the common trunk group.
- Socket and CenturyLink may mutually agree to establish additional direct or separate trunking.
- Each party is responsible for its own expenses associated with trunking on its side of a POI. The establishment of direct or separate trunking in no way changes either Party's obligation to establish additional POIs or remove existing POIs.
- The Parties agree to convert all one-way trunking arrangements to two-way trunking arrangements. The conversions will be done on a coordinated basis.
- Each party will become responsible for the existing trunks on their side of the new POI as well as arranging for any additional trunks necessary to avoid blocking and overflow to common trunks will no longer be required except as provided herein regarding the POI decommissioning process.
- If the appropriate facilities are available, the standard installation intervals for DS1 or DS3 dedicated transport shall apply to new arrangements and augments.
- No NRC shall apply to the initial provisioning of direct trunking since each company is performing the same work on its side of the POI. Socket will pay the appropriate NRCs, however, when direct trunking previously provided at CenturyLink's expense is converted to Socket pursuant to the establishment of a new POI based on attainment of the triggering threshold.
- While the Parties will work together on a going-forward basis to determine where two-way trunking is technically and economically feasible, Socket will be responsible

for ordering (e.g. trunk group size determination) all new two-way trunks provisioned between the Parties.

VI. ICA EXTENSION AND AMENDMENT

- The term of the Interconnection Agreement is extended to October 13, 2012, with the caveat that CenturyLink may conduct a cost proceeding to determine the actual cost of providing service and the Parties shall prospectively amend the Interconnection as determined through the cost proceeding as approved by the Missouri Public Service Commission.
- CenturyLink shall not seek to commence any such cost proceeding after October 13, 2011. CenturyLink acknowledges that it cannot change interconnection agreement rates, terms and conditions by means of a tariff filing.

VII. GOOD FAITH COMMUNICATIONS

- CenturyLink and Socket agree to communicate in good faith regarding issues pertaining to their Interconnection Agreement. The parties further agree to make good faith efforts to respectfully resolve differences in their individual interpretation of said Agreement. Socket and CenturyLink will ask Missouri PSC Staff to facilitate such communication if the opinion of a third party would assist in final resolution of any future issues that may arise.

VII. OTHER MATTERS

- CenturyLink will respond to all dark fiber inquiries within 10 business days.

IX. HOT CUT CONVERSIONS

Article VII, Section 2.0 of the Interconnection Agreement shall hereby be amended and to include and state the following:

2.39 Hot-Cut Conversion

2.39.1 CenturyLink will offer loop hot-cuts and as requested by Socket pursuant to Socket's request for the service.

- 2.39.2 CenturyLink will implement a coordinated loop hot-cut and bulk hot-cut process for migrating customers from CenturyLink to Socket using UNE Loops, UNE xDSL-capable Loops, UNE Subloops, and UNE xDSL-capable Subloops. The process will require CenturyLink technicians to disconnect manually the customer's loop, which was hardwired to CenturyLink's switch, while simultaneously reassigning the customer's loop and original telephone number from CenturyLink's local switch to Socket's local switch. In this instance, Socket is serving the customer using the same loop that CenturyLink was previously using to serve the customer.
- 2.39.3 The Parties acknowledge that there will be a service outage during the coordinated hot cut process. Any claims regarding an uncoordinated outage or an outage of unusual duration shall be subject to the limitations of liability set forth in the General Terms and Conditions of the Interconnection Agreement. Sound engineering judgment will be utilized to ensure network security and integrity. The Parties will work together to coordinate the migration as requested by Socket.
- 2.39.4 Hours for each conversion to be mutually established between the Parties to include regular business hours and non-business hours (if necessary) in order to complete the process.
- 2.39.5 When Socket orders loops as a coordinated hot cut, CenturyLink shall charge Socket a single non-recurring "New Simple Manual Service Order Charge" for each order together with the rates per half hour as shown in the Article VII, Price Schedule, Time and Materials in lieu of the loop and cross-connect nonrecurring charges. As of October 1, 2010, CenturyLink shall charge for an automated LSR rather than a "New Simple Manual Service Order Charge". The related LNP order will be placed on the same LSR as the loop order and worked in conjunction with the coordinated hot cut order.

Socket Telecom, LLC

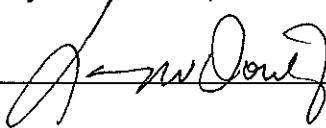
By: _____

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Date: _____

CenturyTel of Missouri, LLC d/b/a CenturyLink

By:  _____

Name: Larry W. Dority
(Print or Type)

Title: Attorney for CenturyTel of Missouri, LLC d/b/a CenturyLink
(Print or Type)

Date: 11/20/09