



**INTERCONNECTION AGREEMENT  
FOR THE STATE OF MISSOURI  
BETWEEN  
BROADVOX - CLEC, LLC  
AND  
SPECTRA COMMUNICATIONS, LLC**

**INTERCONNECTION, COLLOCATION AND RESALE AGREEMENT  
FOR THE STATE OF MISSOURI**

This Interconnection ("Agreement") is entered into by and between Broadvox – CLEC, LLC ("CLEC"), a Delaware limited liability company, Spectra Communications, LLC d/b/a CenturyLink ("CenturyLink") a Delaware corporation, which are collectively referred to herein as "the Parties", to establish the rates, terms and conditions for local interconnection and the exchange of Local traffic for the state of Missouri.

**NOW THEREFORE**, the Parties agree as follows:

**1. ADOPTED AGREEMENT**

- 1.1 This Agreement between the Parties shall consist of the Interconnection Agreement for the state of Missouri entered into by and between Socket Telecom, LLC ("Socket"), and Spectra Communications, LLC d/b/a CenturyLink, dated September 9, 2006, as filed with the Missouri Public Service Commission ("Adopted Agreement").
- 1.2 This Agreement is made a part of and incorporates the terms and conditions of the Adopted Agreement.
- 1.3 Except as set forth herein, the Adopted Agreement remains unchanged and in full force and effect. In the event of a conflict between the terms of the Adopted Agreement and this Agreement, this Agreement will control.
- 1.4 This Agreement shall supersede and replace in full any and all prior agreements, written and oral, between CLEC and CenturyLink pertaining to the subject matter hereof, applicable to the state of Missouri.

**2. PARTIES**

For the purposes of this Agreement, CLEC is hereby substituted in the Adopted Agreement for Socket; and CenturyLink shall remain as the other Party to the Adopted Agreement.

**3. PROVISIONS**

- 3.1 The rates, terms and conditions ("Terms") of the Socket Agreement are being adopted by CLEC pursuant to its statutory rights under Section 252(i). CenturyLink does not provide these Terms to CLEC as either a voluntary or negotiated agreement. The filing and performance by CenturyLink of the Terms does not in any way constitute a waiver by CenturyLink of any position as to the Terms or a portion thereof, nor does it constitute a waiver by CenturyLink of all rights and remedies it may have to seek review of the Terms, or to seek review in any way of any provisions included in these Terms as a result of CLEC's 252(i) election.
- 3.2 CenturyLink reserves the right to deny to CLEC any obligation under or application of the adopted Terms, in whole or in part, after proving to the Public Utilities Commission of Missouri consistent with Section 51.809(b) that:
  - (a) the costs of providing the Terms to CLEC are greater than the costs of providing it to the original signatory carrier;
  - (b) the provision of the Terms to CLEC are not technically feasible;
- 3.3 Should any such condition occur, CenturyLink will notify CLEC in writing and CenturyLink and CLEC agree to work towards a mutually agreeable alternative or resolution.

**4. EFFECTIVE DATE AND TERM**

- 4.1 This Agreement will be effective only upon execution by both Parties unless prior Commission approval is required, in which case this Agreement shall be effective upon Commission approval; except that the initiation of a new account, any new provision of service or obligation or any revision to currently existing services or obligations shall not take effect for 30 days to accommodate required initial processes. Unless delayed by Commission action, the "Effective Date" of this Agreement for all purposes will be the latest date reflected by the signing Parties.
- 4.2 This Agreement shall be effective and may be terminated pursuant to the Terms of the Adopted Agreement.

**5. NOTICES**

Except as otherwise provided, all notices and communication hereunder will be deemed to have been duly given when made in writing and delivered in person or deposited in the U.S. mail, certified, postage paid, return receipt requested, and addressed as follows:

If to CLEC:  
Attn: Kyle Bertrand  
VP, Network Planning and Regulatory  
Broadvox – CLEC, LLC  
75 Erieview Plaza Ste. 400  
Cleveland, OH 44114  
kbertrand@broadvox.com  
216-373-4636

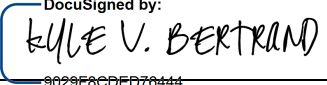
If to CenturyLink:  
CenturyLink  
Director Wholesale Contracts  
930 15th Street 6th Floor Denver, CO 80202  
[intagree@centurylink.com](mailto:intagree@centurylink.com)  
Phone: 303-672-2879

With a Copy to:  
  
Alex Gertsburg, Esq.  
EVP – General Counsel,  
Broadvox – CLEC, LLC  
75 Erieview Plaza Ste. 400  
Cleveland, OH 44114  
agertsburg@broadvox.com  
216-373-4811

With copy to CenturyLink at the address shown below:  
  
CenturyLink Law Department  
Associate General Counsel, Interconnection  
1801 California Street, 9th Floor  
Denver, CO 80202  
[Legal.Interconnection@centurylink.com](mailto:Legal.Interconnection@centurylink.com)  
Phone: 303-383-6553

**IN WITNESS WHEREOF**, CLEC and CenturyLink have caused this Agreement to be executed by their respective duly authorized representatives.

**BROADVOX – CLEC, LLC**

By:   
Name : Kyle Bertrand  
Title: VP, Network Planning and Regulatory  
Date: 12/20/2012

**Spectra Communications, LLC d/b/a CenturyLink**

By:   
Name: L.T. Christensen  
Title: Director – Wholesale Contracts  
Date: 12/20/2012