

**Single Point of Presence ("SPOP") in the LATA Amendment  
to the Interconnection Agreement between  
Qwest Corporation  
and  
MCC Telephony of the Midwest, LLC dba Mediacom  
for the state of South Dakota**

This Amendment ("Amendment") is made and entered into by and between Qwest Corporation ("Qwest"), a Colorado corporation, and MCC Telephony of the Midwest, LLC dba Mediacom ("CLEC"), incorporated in the State of Delaware. Qwest and CLEC shall be known jointly as the "Parties".

**RECITALS**

WHEREAS, the Parties entered into an Interconnection Agreement, for service in the State of South Dakota, that was approved by the Commission on December 9, 2009 ("Agreement"); and

WHEREAS, the Parties agree to amend the Agreement by adding 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**

This Amendment is made in order to add terms, and conditions for Single Point of Presence ("SPOP") in the LATA as set forth in Attachment 1 and Attachment 2, attached hereto and incorporated herein.

**The Payment Section 5.4, of the Agreement, is also hereby amended by adding the following Section 5.4.10:**

5.4.10 CLEC must not remit payment for the Services with funds obtained through the American Recovery and Reinvestment Act (or ARRA) or other similar stimulus grants or loans that would obligate Qwest to provide certain information or perform certain functions unless those functions and obligations are specifically agreed to by the parties in this Agreement or in an amendment to this Agreement.

Neither Party shall lose any of its rights from the original contract by entering into this Amendment for SPOP.

**Effective Date**

This Amendment shall be deemed effective upon Commission approval; however, the Parties may agree to implement the provisions of this Amendment upon execution.

**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.

**MCC Telephony of the Midwest, LLC  
dba Mediacom**

**Qwest Corporation**

  
\_\_\_\_\_  
Authorized Signature

  
\_\_\_\_\_  
Authorized Signature

*Daniel P. Templin*  
\_\_\_\_\_  
Name Printed/Typed

L.T. Christensen  
\_\_\_\_\_  
Name Printed/Typed

*Group Vice President*  
\_\_\_\_\_  
Title

Director - Wholesale Contracts  
\_\_\_\_\_  
Title

*5/25/11*  
\_\_\_\_\_  
Date

*5/26/11*  
\_\_\_\_\_  
Date