

**Amendment Number Three
to
Contract Number DIR-TEX-AN-NG-CTSA-006
between
State of Texas, acting by and through the Department of Information Resources
and
Level 3 Telecom of Texas, LLC, f/k/a TW Telecom of Texas, LLC. on behalf of itself
and all of its affiliates**

This Amendment Number 3 to TEX-AN NG Contract Number DIR-TEX-AN-NG-CTSA-006 ("Contract") is between the Department of Information Resources ("DIR") and Level 3 Telecom of Texas, LLC f/k/a TW Telecom of Texas, LLC. on behalf of itself and all of its affiliates ("Vendor"). DIR and Vendor agree to modify the terms and conditions of the Contract dated August 4, 2011 as follows:

1. DIR acknowledges the acquisition of TW Telecom, Inc. and all of its subsidiaries, including without limitation TW Telecom of Texas LLC, by Level 3 Communications, Inc., with its principal place of business at 1025 Eldorado Blvd., Broomfield, CO 80021. Following the acquisition, TW Telecom of Texas LLC was renamed as Level 3 Telecom of Texas, LLC. As a result, Level 3 Telecom of Texas, LLC currently holds Contract Number DIR-TEX-AN-NG-CTSA-006.
2. Level 3 Communications, LLC is a subsidiary of Level 3 Communications, Inc. and is its main customer contracting entity. Level 3 Communications, LLC currently holds DIR-TEX-AN-NG-CTSA-007. DIR agrees to change Contract Number DIR-TEX-AN-NG-CTSA-006, and all future contract files thereunder, into the name of Level 3 Communications, LLC.
3. Level 3 Communications, LLC hereby agrees to perform all duties and obligations to be performed by Vendor under Contract DIR-TEX-AN-NG-CTSA-006 to the same extent as if it had been an original party thereto.
4. Level 3 Communications, LLC hereby also agrees to continue performing all duties and obligations to be performed by Vendor under Contract DIR-TEX-AN-NG-CTSA-007 until it expires according to its terms.
5. DIR-TEX-AN-NG-CTSA-007 will terminate by August 24, 2016; thereafter, all work will be performed under DIR-TEX-AN-NG-CTSA-006. By August 24, 2016, and for the ongoing DIR-TEX-AN-NG-CTSA-006:
 - 1) Level 3 Telecom of Texas, LLC and Level 3 Communications, LLC will combine their business processes under DIR-TEX-AN-NG-CTSA-007 and DIR-TEX-AN-NG-CTSA-006 such that there will be a single point of contact and a single course for escalation;

- 2) The Parties will combine the Service Offering Sections currently used under DIR-TEX-AN-NG-CTSA-007 and DIR-TEX-AN-NG-CTSA-006 to provide a single set of management plans applicable to all work under this Agreement, provided that each plan will reflect the distinct processes currently in place for the different networks used under each agreement.
6. As of the effective date of this Amendment 3, the following terms will become effective:
 - 1) If termination of a service occurs before the end of that service's minimum payment period for any service order issued under either DIR-TEX-AN-NG-CTSA-007 or DIR-TEX-AN-NG-CTSA-006, the maximum termination fee will be 50% of the monthly recurring charges for the terminated Service or Service Component multiplied by the months remaining in the Minimum Payment Period, plus any waived or unpaid non-recurring charges identified in the Pricing Schedule (including, but not limited to, any and all charges for failure to satisfy a Minimum Retention Period (MRP), plus any charges incurred by Vendor from a third party (e.g., not a Vendor Affiliate) due to the termination; and
 - 2) For new orders submitted after the effective date of this Amendment 3, where services are identical, Level 3 will provide services at the lower of the prices currently stated in DIR-TEX-AN-NG-CTSA-007 or DIR-TEX-AN-NG-CTSA-006.
 7. Level 3 Communications, LLC also represents that it is not currently delinquent in the payment of any franchise tax owed the State of Texas and is not ineligible to receive payment under §231.006 of the Texas Family Code and acknowledges the Contract may be terminated and payment withheld if this certification is inaccurate.
 8. Level 3 Communications, LLC hereby represents it is authorized to do business in the State of Texas and is in good standing with the Comptroller or Public Accounts.

All other terms and conditions of the Contract as amended, not specifically modified herein, shall remain in full force and effect. In the event of conflict among the provisions, the order of precedence shall be this Amendment Number Three, then Amendment Number Two, then Amendment Number One, and then the Contract.

IN WITNESS WHEREOF, the parties hereby execute this amendment to be effective as of the date of last signature.

Level 3 Communications, LLC

Authorized By: Signature on File

Name: Dwight E. Steiner

Title: VP and Asst. General Counsel

Date: May 19, 2016

**Level 3 Telecom of Texas, LLC f/k/a
TW Telecom of Texas, LLC**

Authorized By: Signature on File

Name: Dwight E. Steiner

Title: VP and Asst. General Counsel

Date: May 19, 2016

**The State of Texas, acting by and through
the Department of Information Resources**

Authorized By: Signature on File

Name: Wayne Egeler

Title: Director CTS

Date: 6/2/2016

Legal: Signature on File 5/31/2016