

**ICC VoIP Amendment  
to the Interconnection Agreement between  
Qwest Corporation dba CenturyLink QC  
and  
XO Communications Services, LLC  
for the state of South Dakota**

This Amendment ("Amendment") is to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC ("CenturyLink"), a Colorado corporation, and XO Communications Services, LLC ("CLEC") (collectively, the "Parties").

**RECITALS**

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

WHEREAS, the Federal Communications Commission in Docket No. 01-92, *In the Matter of Developing a Unified Intercarrier Compensation Regime*, has issued orders that affect the Parties' rights and obligations with respect to the exchange of VoIP-PSTN Traffic between the Parties in addition to revised call signaling rules effective December 29, 2011 ("FCC Orders" or "Orders"); and

WHEREAS, the Parties agree to amend the Agreement in response to the FCC Orders with 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**

The Agreement is hereby amended by replacing and adding terms, conditions, and rates as set forth in Attachment 1 and Exhibit A attached hereto and incorporated herein by this reference. The provisions included in Attachment 1 are intended to supersede and replace the same numbered provisions in the Agreement and be added to the Agreement to the extent that the applicable numbered provision is not currently in the Agreement.

By signature on this Amendment, CLEC has elected to modify existing contract terms in order to implement the applicable provisions of the above mentioned Orders.

**Effective Date**

This Amendment shall be deemed effective upon Commission approval; however, pursuant to the change of law provision in Section 2.2 of the Agreement and the date of notification by CenturyLink to CLEC, the Parties agree to implement the provisions of this Amendment March 26, 2012.

### **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 representatives. 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.

### **Reservation of Rights**

The Parties agree that by entering into this ICC VoIP Amendment, they are setting forth their agreement to address the matters set forth herein for purposes of this Amendment only, the terms of which are enforceable by both parties. Subject to the foregoing, the Parties reserve the right to advocate any positions with regard to the matters set forth herein before all relevant forums, and the terms of this Amendment shall not be deemed or considered: 1) to have any probative value as to the substance of either Party's rights or advocacy positions; 2) to constitute the acquiescence by either Party, other than for purposes of enforcing this Amendment; nor 3) to constitute a waiver of, any of their advocacy positions, whether policy, legal or otherwise, including without limitation their positions regarding traffic sent without valid originating information and the appropriate Local Interconnection Service Percent VoIP Usage factor applicable to interconnection facilities provided by CLEC.

### **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, which may be in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

**XO Communications Services, LLC**

DocuSigned by:  
Robert L. Geller  
30409DD1477F477...  
Signature

Robert L. Geller  
Name Printed/Typed

EVP, Network and Customer Services  
Title

7/6/2012  
Date

**Qwest Corporation dba CenturyLink QC**

05E9FC68BD57454...  
L T Christensen  
DocuSigned By: L T Christensen  
Signature

L. T. Christensen  
Name Printed/Typed

Director – Wholesale Contracts  
Title

7/11/2012  
Date