

## Attachment 1

### ICC Voice over Internet Protocol (VoIP) Amendment

Notwithstanding anything set forth in the Agreement to the contrary, the following terms and provisions shall govern the intercarrier compensation between the Parties for the exchange of VoIP-PSTN Traffic.

#### Section 4.0 – DEFINITIONS

“VoIP-PSTN Traffic” is defined as traffic which is exchanged between the Parties in Time Division Multiplexing (“TDM”) format that originates and/or terminates at an end user location in Internet Protocol (“IP”) format, as determined in the Orders.

“Local VoIP-PSTN Traffic” is VoIP-PSTN Traffic that physically originates and terminates within the same Local Calling Area as determined by the Commission.

“Toll VoIP-PSTN Traffic” is VoIP-PSTN Traffic that physically originates and terminates in different Local Calling Areas as determined by the Commission.

#### 7.0 – INTERCONNECTION

##### 7.2 Exchange of Traffic

7.2.1.3 Local VoIP-PSTN Traffic and Toll VoIP-PSTN Traffic may be exchanged under this Agreement.

7.2.1.3.1 Switched Access Traffic, including but not limited to InterLATA Traffic, other than Toll VoIP-PSTN Traffic or Jointly Provided Switched Access Traffic, may not be exchanged under this Agreement. In the event CLEC routes InterLATA Traffic to CenturyLink in violation of this section, the Parties agree to work together to attempt to promptly resolve the dispute. CenturyLink shall be entitled to seek injunctive relief and to recover damages, including without limitation, compensation for such traffic at the rate that is then applicable to such access traffic.

##### 7.3 Intercarrier Compensation

7.3.8 Signaling Parameters: CenturyLink and CLEC are required to pass the proper signaling information identifying the originating Calling Party Number (CPN) or Charge Number (ChN), if different from the CPN as required by Applicable Law and further clarified by the FCC Orders to enable each Party to issue bills in a complete and timely fashion. All CCS signaling parameters will be passed unchanged by the Parties including CPN, calling party category, ChN and Originating Line Information Parameter (OLIP) on all calls. All privacy indicators will be honored. The ChN is to be passed unaltered in SS7 signaling fields where it is different than CPN; ChN must not be populated with a number associated with an intermediate switch, platform, or gateway, or other number that designates anything other than a calling party's charge number; and if MF signaling is used; then, the ChN must be included in the ANI field if different from the CPN. Where SS7 connections exist, each Party shall pass all CCS signaling parameters, where available, on each call carried over Interconnection trunks. If either

Party fails to provide valid originating information such traffic will be billed as Intrastate Switched Access when the calls traverse an interconnection trunk. The Parties will coordinate and exchange data as necessary to determine the cause of the CPN/ChN failure and to assist its correction.

### 7.3.9 VoIP-PSTN Traffic

#### 7.3.9.1 Local VoIP-PSTN Traffic

7.3.9.1.1 CLEC and CenturyLink will exchange Local VoIP-PSTN Traffic on the same basis and at the same rates as Exchange Service (EAS/Local) Traffic and such Local VoIP-PSTN Traffic will be identified as such by using the originating and terminating call detail information of each call unless the Parties specifically agree otherwise. This call jurisdiction method described herein is intended by the Parties as a proxy to determine the jurisdiction of a call and the Parties acknowledge that there may be some circumstances where the actual geographic end points of a particular call may be difficult or impossible to determine. At any time during the term of this Agreement, CLEC and CenturyLink may agree on alternate methods to establish call jurisdiction based on regulatory or technological evolution. The Parties agree that it is in the best interest of both Parties to work together in an effort to continue to improve the accuracy of jurisdictional data and such efforts shall not be unreasonably withheld by either Party.

#### 7.3.9.2 Toll VoIP-PSTN Traffic

7.3.9.2.1 Toll VoIP-PSTN Traffic will be identified as InterLATA Traffic or IntraLATA Toll Traffic by using the originating and terminating call detail information of each call unless the Parties specifically agree otherwise. This call jurisdiction method described herein is intended by the Parties as a proxy to determine the jurisdiction of a call and the Parties acknowledge that there may be some circumstances where the actual geographic end points of a particular call may be difficult or impossible to determine. At any time during the term of this Agreement, CLEC and CenturyLink may agree on alternate methods to establish call jurisdiction based on regulatory or technological evolution. The Parties agree that it is in the best interest of both Parties to work together in an effort to continue to improve the accuracy of jurisdictional data and such efforts shall not be unreasonably withheld by either Party.

7.3.9.2.1.1 InterLATA Traffic that is Toll VoIP-PSTN Traffic will be exchanged at each Party's applicable interstate switched access tariff rates as specified in each Party's switched access tariff(s) filed with the Federal Communications Commission. Any Transit Traffic that is both interLATA and Toll VoIP-PSTN Traffic will also be exchanged at each Party's applicable interstate switched access tariff rates.

7.3.9.2.1.2 IntraLATA Toll Traffic that is Toll VoIP-PSTN Traffic will be exchanged under this Agreement at each Party's applicable interstate switched access tariff rates as specified in each Party's switched access tariff(s) filed with the Federal Communications Commission. Each Party

will use the Local Interconnection Service Percent VoIP Usage (LIS-PVU) factor provided by CLEC in Exhibit A to determine the amount of IntraLATA Toll Traffic that shall be deemed as Toll VoIP-PSTN Traffic. Any Transit Traffic that is both IntraLATA Toll Traffic and Toll VoIP-PSTN Traffic shall also be exchanged at each Party's applicable interstate switched access tariff rates after applying the LIS-PVU factor.

7.3.9.2.1.2.1 Each Party's LIS-PVU factor shall represent the percentage of total terminating IntraLATA Toll Traffic routed to the other Party that is Toll VoIP-PSTN Traffic, that in the absence of such LIS-PVU, would be rated at intrastate access rates. CLEC shall determine its LIS-PVU factor based on information such as the number of the CLEC's retail VoIP subscriptions in the state (e.g. as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information which will be exchanged by the Parties. At the time of execution of this Amendment, CenturyLink does not provide VoIP services to its end users; therefore, CenturyLink's LIS PVU factor is zero (0). Either Party's LIS-PVU factor may be updated by a further Amendment mutually negotiated by the Parties.

7.3.9.2.1.3 The portion of LIS facilities used for Toll VoIP-PSTN Traffic will be billed at CenturyLink's interstate access tariff rates after the application of Relative Use Factor. CenturyLink will use the Local Interconnection Service Facilities Percent VoIP Usage (LIS-Facility-PVU) factor provided by CLEC in Exhibit A to determine the portion of Entrance Facility, Direct Trunk Transport, and MUX that shall be deemed the portion of the facility used to carry Toll VoIP-PSTN Traffic.

7.3.9.2.1.3.1 The LIS-Facility-PVU factor shall represent the percentage of the total terminating traffic CLEC routes to CenturyLink that is Toll VoIP-PSTN Traffic. The CLEC shall determine its LIS-Facility-PVU factor based on information such as the number of the CLEC's retail VoIP subscriptions in the state (e.g. as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information which the parties will exchange.

7.3.9.2.1.4 Either Party may provide billing adjustments on a quarterly basis until such time as billing system modifications can be implemented to apply the applicable interstate switched access tariff rates to all traffic deemed Toll VoIP-PSTN Traffic on an automated basis. In addition, CenturyLink shall provide billing adjustments on the LIS facilities on a quarterly basis. These adjustments shall not be treated as billing errors for CenturyLink under PID/PAP.

7.3.9.2.1.5 The LIS-PVU and LIS-Facility-PVU factors provided by CLEC in Exhibit A shall be based on CLEC's particular characteristics and shall not be subject to adoption by anyone not a Party to this

Agreement or apply to any other service areas not covered by this Agreement.