

## **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**

"End User Customer" means a third party Customer that subscribes to a Telecommunications or Information Service provided by either of the Parties or by another Carrier or by two (2) or more Carriers, ISPs, or Interconnected VoIP providers.

"VoIP-PSTN Traffic" includes any traffic previously referred to in the Agreement as "VoIP" or "VoIP Traffic" or "IP Enabled Voice Traffic", and is defined as traffic which is exchanged over PSTN facilities in Time Division Multiplexing ("TDM") format that originates and/or terminates in Internet Protocol ("IP") format, as determined in the Order, and terminates to a Party's End User Customer.

"Local VoIP-PSTN Traffic" is VoIP-PSTN Traffic that is Exchange Service or Extended Area Service (EAS)/Local Traffic.

"Toll VoIP-PSTN Traffic" is VoIP-PSTN Traffic that is not Exchange Service or Extended Area Service (EAS)/Local Traffic. .

### **Section 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 either Party routes InterLATA Traffic to the other Party in violation of this section, the other Party shall be entitled to recover compensation for such traffic at rate applicable to such traffic at the time it was routed. A Party routing such traffic will cease routing such traffic. Any such action will be taken in accordance with the Dispute Resolution provision of this Agreement.

#### **7.3 Intercarrier Compensation**

7.3.8 Signaling Parameters: CenturyLink and CLEC are required to provide each other the proper signaling information (e.g., originating Calling Party Number (CPN), Charge Number (ChN) and called party number) as required by Applicable Law and further clarified by the FCC Order in CC Docket No. 01-92 to enable each Party to issue bills in a complete and timely fashion. All CCS signaling parameters will be provided unchanged including CPN and calling party category. All privacy indicators will be honored. Unless the FCC has approved a waiver petition regarding specific technical restrictions, the ChN is to be passed unaltered in SS7 signaling fields where it is different than CPN and ChN must not be populated with a number associated with an intermediate switch, platform, or gateway, or other number that designates

anything other than an End User Customer's charge number. Where SS7 connections exist, each Party shall pass all CCS signaling parameters, where available, on each call carried over Interconnection trunks. All EAS/Local and IntraLATA Toll calls exchanged without ChN and/or CPN information will be billed as either EAS/Local Traffic or IntraLATA Toll Traffic in direct proportion to the minutes of use (MOU) of calls exchanged with ChN and/or CPN information for the preceding quarter when the calls traverse a Switched Access Feature Group D trunk group. 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. Traffic sent to the other Party on its interconnection trunks without ChN and/or CPN (valid originating information) will be handled in the following manner. The transit provider will be responsible for only its portion of this traffic, which will not exceed more than five percent (5%) of the total Exchange Service (EAS/Local) and IntraLATA LEC Toll traffic delivered to the other Party. The Switch owner will provide to the other Party, upon request, information to demonstrate that Party's portion of no-CPN/ChN traffic does not exceed five percent (5%) of the total traffic delivered. 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 at the rate selection detailed in Exhibit J 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 amend this agreement to agree otherwise. This call jurisdiction method described herein for VoIP-PSTN Traffic is intended by the Parties as a proxy to determine the jurisdiction of a call (call detail is intended to determine the geographic location of the end points of a VoIP-PSTN call or a proxy for the end points of such a call, although the Parties acknowledge that there may be some circumstances where the actual geographic end points of such calls may be difficult or impossible to determine). At any time during the term of this Agreement, CLEC and CenturyLink may agree in an amendment consistent with this Agreement 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 reasonably withheld by either Party.

#### 7.3.9.2 Toll VoIP-PSTN Traffic

7.3.9.2.1 CLEC and CenturyLink will exchange Toll VoIP-PSTN Traffic at each Party's interstate access rates and such 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 for VoIP-PSTN Traffic is intended by the Parties as a proxy to determine the jurisdiction of a call (call detail is intended to determine the geographic location of the end points of a VoIP-PSTN call or a proxy for the end points of such a call, although the Parties acknowledge that there may be some circumstances where the actual geographic end points of a VoIP-PSTN call may be difficult or impossible to determine). At any time during the term of this Agreement, CLEC and CenturyLink may agree in an amendment consistent with this Agreement 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 reasonably withheld by either Party.

7.3.9.2.1.1 InterLATA Traffic which is Toll VoIP-PSTN Traffic will be exchanged at each Party's interstate access tariff rates. Any Transit Traffic which is both InterLATA and Toll VoIP-PSTN will be exchanged at each Party's interstate switched access service rates. InterLATA Traffic which is not Toll VoIP-PSTN Traffic shall be subject to 7.2.1.3.1.

7.3.9.2.1.2 IntraLATA Toll Traffic which is Toll VoIP-PSTN Traffic will be exchanged at each Party's interstate access tariff rates. Both Parties will use the Local Interconnection Service Percent VoIP Usage (LIS-PVU) factor in Exhibit A to determine the amount of IntraLATA Toll Traffic that shall be deemed as Toll VoIP-PSTN Traffic. The Parties will utilize a combination of the LIS PVUs provided both by CenturyLink and CLEC in making the billing adjustments discussed in Section 7.3.9.2.1.4. The Parties shall also apply the LIS-PVU factor to any Transit Traffic which is IntraLATA Toll Traffic, which shall be exchanged at interstate switched access tariff rate. The LIS-PVU factor may be updated by a further Amendment mutually negotiated by the Parties

7.3.9.2.1.2.1 The LIS-PVU factor shall be the percentage of total terminating IntraLATA Toll Traffic which is Toll VoIP-PSTN Traffic based on the traffic originating or terminating on the reporting Party's network in Internet Protocol, that in the absence of such LIS-PVU, would be billed at intrastate access rates. The LIS-PVU factor shall be based on information such as traffic studies, actual call detail, or other relevant and verifiable information which will be exchanged by the Parties, or any other mutually agreed upon proxy consistent with the FCC's rules and orders. CenturyLink will not terminate any traffic to CLEC that originates on CenturyLink's network in Internet Protocol.

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 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 be the percentage of the total traffic CLEC routes to CenturyLink for termination which is Toll VoIP-PSTN Traffic. The CLEC shall determine their Toll VoIP-PSTN Traffic based on information such as traffic studies, actual call detail, or other relevant and verifiable information which the Parties will exchange. CenturyLink will not terminate any traffic to CLEC that originates on CenturyLink's network in Internet Protocol.

7.3.9.2.1.4 CenturyLink and CLEC shall provide billing adjustments on a quarterly basis until such time as billing system modifications can be implemented to apply the applicable rate to all Toll VoIP-PSTN Traffic on an

automated basis. These adjustments shall not be treated as billing errors under PID/PAP.

7.3.9.2.1.5 Any factors established by the Parties for the previous sections of 7.3.9.2 shall be based on the particular characteristics of the traffic exchanged within the State between CLEC and CenturyLink and shall not be subject to adoption by anyone not a Party to this Agreement, or apply to any other service areas.