

**ICC VoIP Amendment
to the Interconnection Agreement between
Qwest Corporation dba CenturyLink QC
and
Sprint Communications Company L.P.
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 Sprint Communications Company, L.P. ("CLEC"), a Delaware Limited Partnership, (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 in February 2004; and

WHEREAS, the Federal Communications Commission in Docket No. 01-92, *In the Matter of Developing a Unified Inter-carrier Compensation Regime*, issued an order that affects the Parties rights and obligations with respect to the exchange of VoIP traffic between CLEC providers and LECs in addition to revised call signaling rules effective December 29, 2011 ("FCC Order" or "Order"); and

WHEREAS, the Parties agree to amend the Agreement in response to the FCC Order 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 Order.

Effective Date

This Amendment shall be deemed effective upon Commission approval; however, pursuant to the Parties Agreement change in law language, the Parties agree to implement the provisions of this Amendment as of December 29, 2011.

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.

Reservation of Rights

The Parties disagree about the interpretation and implications of certain aspects of the FCC Order. However, without prejudice to either Party's position concerning the FCC Order, the Parties agree that the exchange of VoIP-PSTN Traffic, charges for such traffic, and call signaling obligations shall be handled in the manner set forth herein for purposes of this Agreement only. Such handling has been formulated based upon numerous factors and considerations, including without limitation, current regulatory uncertainty, resource allocation issues, and other circumstances. Both Parties reserve the right to advocate any position with regard to the matters set forth in this Amendment. The terms, including the definitions, contained in this Agreement shall not be deemed or considered to have any probative value as to the substance of either Party's rights or advocacy positions, nor shall this Agreement be deemed to constitute the acquiescence by either party, or a waiver by either party, to the future treatment of such matters outside the context of this Agreement. Neither Party shall have any affirmative duty to respond to any advocacy by the other Party about the laws applicable to such matters nor be estopped or otherwise precluded from asserting any such rights reserved hereunder at any time hereafter, without any diminishment of such right based upon the passage of time or any course of conduct.

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.

Sprint Communications Company, L.P.

Qwest Corporation dba CenturyLink QC

DocuSigned by:
Paul Schieber
E8356B91CC784D4...

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

Signature

Signature

Paul Schieber
Name Printed/Typed

L. T. Christensen
Name Printed/Typed

VP Access Strategy & Planning
Title

Director – Wholesale Contracts
Title

8/6/2012

8/7/2012

Date

Date