

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 as defined herein and the FCC Order and the exchange of such traffic over the LIS trunks and facilities of CenturyLink.

Section 4.0 - DEFINITIONS

“VoIP-PSTN Traffic” shall be defined in accordance with the FCC Order and 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 between a CenturyLink end user and the CLEC end user 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 originates and terminates within the geographic boundaries of the Local Calling Area as such calling areas are determined by the Commission.

“Toll VoIP-PSTN Traffic” is VoIP-PSTN Traffic that originates and terminates in geographically different Local Calling Areas as such calling areas are determined by the Commission.

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 over the LIS facilities 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, CenturyLink reserves the right to seek injunctive relief and to recover damages, compensation for such traffic, including, but not limited to, compensation 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 provide each other the proper signaling information (e.g., originating Calling Party Number (CPN), Charge Number (ChN) and destination called party number, etc.) as required by Applicable Law and further clarified by the FCC Order to enable each Party to issue bills in a complete and timely fashion. All CCS signaling parameters will be provided unchanged including CPN, calling party category, ChN and Originating Line Information Parameter (OLIP) on all calls. 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 a calling party's charge number. Where SS7 connections exist, each Party shall pass all CCS signaling parameters, where available, on each call carried over Interconnection trunks. Unless the FCC has approved a waiver petition regarding specific technical restrictions, if either Party fails to provide valid originating information such traffic will be billed as Interstate 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. Notwithstanding the foregoing, either Party shall be permitted to prove the jurisdictional nature of the traffic in question by whatever methodology possible, including, but not limited to the use of the originating or terminating call detail as provided herein. The provision of such information and methodology will not require the receiving Party to use such information or agree that such information is accurate, absent the parties agreeing that such information and methodology is accurate.

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, i.e. the actual geographic end points of the 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 will work together in an effort to continue to improve the accuracy of jurisdictional data.

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 is intended by the Parties as a proxy to determine the jurisdiction of a call, i.e. the actual geographic end points of the 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 reasonably withheld by either Party.

7.3.9.2.1.1 Toll VoIP-PSTN Traffic, which would otherwise be characterized as InterLATA traffic by comparison of originating and terminating numbers, will be exchanged at each Party's interstate access tariff 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 Toll VoIP-PSTN Traffic, which would otherwise be characterized as IntraLATA traffic by comparison of originating and terminating numbers, will be exchanged at each Party's interstate access tariff rates. Both Parties will use a Local Interconnection Service Percent VoIP Usage (LIS-PVU) factor in Exhibit A to determine the amount of traffic that appears to be IntraLATA Toll Traffic that is Toll VoIP-PSTN Traffic. 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 traffic jurisdictionalized as IntraLATA Toll Traffic which is Toll VoIP-PSTN Traffic, 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 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.

7.3.9.2.1.3 The portion of dedicated 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. The Relative Use Factor shall include CenturyLink's VoIP originated traffic, if any, which is otherwise jurisdictionalized as Local Traffic. 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 calculated based upon the total amount of the traffic CLEC routes to CenturyLink for termination over dedicated LIS facilities which is Toll VoIP-PSTN Traffic proportionalized as to the transaction capacity of such LIS facility. The CLEC shall determine their Toll VoIP-PSTN Traffic 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 submit a request to negotiate an updated LIS-PVU factor or LIS-Facility-PVU factor on a no more often than quarterly basis. Upon such request, the Parties will negotiate in good faith for ten (10) business days and, if resolution has not been reached, escalate according to the Dispute Resolution provisions of the Agreement for a ten (10) business day period. If resolution has still not been reached, a requesting Party may initiate a dispute resolution proceeding according to the Dispute Resolution provisions of the Agreement. The effective date of any amendment to implement a request to update the LIS-PVU factor will be thirty (30) calendar days after the date of such written request, but no earlier than July 1, 2013. The effective date of any amendment to implement a request to update the LIS-Facility-PVU factor will be thirty (30) calendar days after the date of such written request.

7.3.9.2.1.5 CenturyLink 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.

7.3.9.2.1.6 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 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.