

**BEFORE THE PUBLIC UTILITIES COMMISSION  
OF THE STATE OF SOUTH DAKOTA**

**In the Matter of the Approval of a Carrier  
Partner for Interconnected VoIP Provider  
Amendment to the Interconnection Agreement  
between Qwest Corporation dba CenturyLink  
QC and Level 3 Communications, LLC**

**Docket No. TC16-060**

**CENTURYLINK QC'S RESPONSES TO THE SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION STAFF'S DATA REQUESTS**

Qwest Corporation dba CenturyLink QC ("CenturyLink"), for its responses to the South Dakota Public Utilities Commission Staff's Data Requests, states as follows:

1.1. Have the parties had a Carrier Partner for an Interconnected VoIP Provider Amendment approved in any other jurisdiction?

Response:

The Level 3 amendment was filed with most commissions in mid-to late October. As of November 10, the amendment has been approved in Idaho and Wyoming for Level 3 and approval has been granted for this amendment with another CLEC (which was filed in late August/mid-September) in Idaho, Wyoming, Utah and Washington.

1.2. Provide the updated customer documentation for the VoIP provider.

Response:

CenturyLink does not have specific customer documentation—the obligation is stated to be on the CLEC to notify CenturyLink of VoIP providers wishing to route through them as a Carrier Partner and get numbers under the FCC's order. To date, no one has executed the VoIP Provider agreement, but that agreement is not subject to South Dakota PUC (or any other state) jurisdiction, as the FCC limited what the states had jurisdiction over in this

realm. Thus, Level 3 has an obligation, based on Section 1 of this amendment, to provide CenturyLink with notice that it will be the Carrier Partner for an Interconnected VoIP Provider. In addition, part of the customer documentation that will need to be updated is for Level 3 to provide the NPA NXX associated with the Interconnected VoIP Provider's OCN that will now be associated with Level 3's interconnection trunks for traffic exchange with CenturyLink. This enables CenturyLink to make sure that the Interconnected VoIP Provider has the appropriate agreement with CenturyLink and also to add the Interconnected VoIP Provider's NPA NXX to Level 3's interconnection trunks.

1.3. This amendment to the agreement was signed prior to the announcement that the parties' Boards of Directors approved a definitive merger agreement under which CenturyLink will acquire Level 3. Do any provisions from the merger agreement affect this amendment to the interconnection agreement?

Response:

No. The merger was never discussed and these amendments were done without the negotiating personnel having any knowledge of the merger. CenturyLink and Level 3 are required to operate as independent companies until the acquisition closes.

1.4 Provide more information regarding the denial of service (DoS) attack provision mentioned in point 8 of Attachment 1. Would VoIP and CLEC customers have access to 911 during a temporary discontinuance of traffic?

Response:

CLECs either utilize their own separate 911 arrangements or, when ordering under the ICA, have separate trunks for 911 traffic. Thus, a DoS attack should not impact 911, unless specifically targeted on 911. The purpose of this language is that it is possible a DoS attack could happen in general, so CenturyLink has to ensure it has the ability to deal with such instances. With one (or more) VoIP providers' traffic being on the same LIS trunk as

the CLEC's own traffic, impacts are possible, so CenturyLink wishes to ensure that all parties are on the same page at the outset for dealing with it, should it occur.

1.5 In reference to point 9 of Attachment 1, how does Level 3 ensure traffic routed over its interconnection trunks with CenturyLink, which will be used to route the interconnected VoIP Provider's traffic, is destined solely to the geographic area served by CenturyLink's switch?

Response:

Level 3 has the same ability as every carrier to place requirements on traffic exchanged with its customers and can monitor the traffic and configure its network to ensure that traffic is routed properly. That is, Level 3 is required to use the LERG to determine how to route calls to CenturyLink's switches. CLECs already have this obligation for their own traffic; the purpose of this language is to ensure that does not change in a VoIP environment.

1.6 Provide a statement of why the agreement does not discriminate against any non-party carrier and is consistent with the public interest, convenience, and necessity.

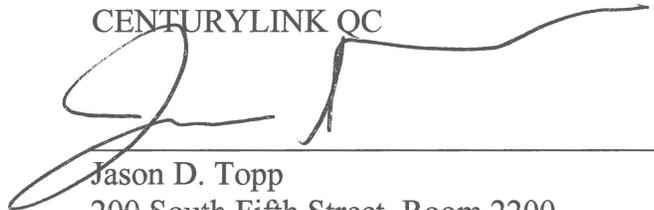
Response:

The purpose of the amendment is to ensure that the CLEC and CenturyLink are prepared to exchange traffic that is fundamentally different from the CLEC's previous end user traffic. Since the VoIP provider could now be the "owner" of the number block and numbers would be ported directly to the VoIP Provider, but traffic would be coming through the CLEC, CenturyLink and the CLEC have negotiated language that would ensure that no issues or disputes would likely present themselves for this third party traffic being exchanged through the CLEC. CenturyLink would not in any way discriminate with any non-party carrier and is prepared to enter into a similar amendment with any other CLEC wishing to also exchange this type of traffic. The resulting structure is one that provides CenturyLink and other carriers certainty on the exchange of such traffic, including the financial

arrangements, while acknowledging that this exchange is different from what has historically been done for number homing, porting and traffic exchange. Thus, CenturyLink believes it to be consistent with the interest, convenience and necessity of the public both in that all carriers have access to similar arrangements, should they desire and that it makes for a consistent and predictable approach to such traffic to ensure that operational issues are minimized.

Dated this 14th day of November, 2016.

CENTURYLINK QC

A handwritten signature in black ink, appearing to read 'Jason D. Topp', is written over a horizontal line. The signature is stylized with a large loop on the left side.

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