## **ATTACHMENT 1**

## Routing of Traffic Through a Third Party Transit Provider Amendment

NOTE: The numbering in this Attachment 1 is related to the numbering within the Agreement. The following provisions are a subset to 7.2.1.1 in the Agreement.

## Section 7.0 – INTERCONNECTION

## 7.2 Exchange of Traffic

- 7.2.1.1.1 CLEC may designate a Third Party Transit Provider to exchange Exchange Service, ISP-Bound, IntraLATA LEC Toll, and VoIP-PSTN Traffic between the Parties' networks under the following conditions:
  - 7.2.1.1.1 Prior to the use of a Third Party Transit Provider to exchange traffic between the Parties, CLEC will identify the transiting party ("Third Party Transit Provider"), and CenturyLink will confirm that the Third Party Transit Provider Amendment to the Third Party Transit Provider's current interconnection agreement with CenturyLink has been completed.
  - Prior to the use of a Third Party Transit Provider to exchange traffic 7.2.1.1.1.2 between the Parties and after the effective date of the amendment required in Section 7.2.1.1.1.1, CLEC must designate its NPA-NXX codes in the LERG as homing to a Third Party Transit Provider's Tandem Switch in the LATA or a Third Party Transit Provider's Tandem designation in the LERG for homing of local and/or intraLATA codes within the LATA. Neither CenturyLink nor CLEC will route through a Third Party Transit Provider's Tandem Switch until and unless this designation is made. Upon this designation, CLEC must route its traffic originating from the NPA-NXX(s) designated under this Section through the Third Party Transit Provider's Tandem Switch, at its sole expense, to reach CenturyLink's network. CenturyLink may route its originating or transit traffic bound for the NPA-NXX(s) designated under this Section to the Third Party Transit Provider's Tandem Switch or may choose to route traffic directly to the CLEC end office. After the Parties have established Direct Interconnection between their networks, neither Party may continue to transmit its originated Exchange Service, ISPbound, IntraLATA LEC Toll, and VoIP-PSTN Traffic indirectly.
  - 7.2.1.1.3 Each Party that originates the traffic is responsible for payment of any charges incurred and/or billed by Third Party Transit Provider, for transit, transport and/or termination compensation arrangements that may or may not be contained in separate agreements with CenturyLink or CLEC. This applies for each Party's originated traffic but not limited to traffic that transits the network of the other Party or the Third Party Transit Provider. For traffic terminating to CenturyLink or CLEC, the bill and keep provisions of the Agreement will govern any compensation between CenturyLink and CLEC. CLEC represents and warrants that it has an agreement with Third Party Transit Provider that complies with the requirements of this Section 7.2.1.1.1.3.
  - 7.2.1.1.1.4 No other traffic shall be exchanged pursuant to the provisions of Section 7.2.1.1.1 and its subsections.
  - 7.2.1.1.1.5 CLEC will pass unaltered to the Third Party Transit Provider all signaling

- information (e.g., originating Calling Party Number and destination called party number, etc.) per 47 C.F.R. § 64.1601 and industry standards.
- 7.2.1.1.1.6 CLEC will not utilize its arrangements with Third Party Transit Provider for the exchange of VNXX traffic with CenturyLink.
- 7.2.1.1.1.7 This Section 7.2.1.1.1 and accompanying sub-sections do not otherwise modify or supersede the terms and conditions of any agreement that CLEC may have with CenturyLink, including tariffs, interconnection and/or access agreements.
- 7.2.1.1.1.8 CLEC will be responsible to provide originating records, in EMI Category 11-01-XX format to CenturyLink, if Third Party Transit Provider is unable to provide transit records.