

**ATTACHMENT 1**

**The following language is added or hereby replaces the existing language, in the Agreement, in its entirety:**

**Terms of Carrier Partner Amendment**

1. Pursuant to the terms of this Amendment, CLEC will be exchanging with CenturyLink VoIP-PSTN Traffic, Transit and Jointly Provided Switched Access traffic of Interconnected VoIP Providers on the CLEC's interconnection trunks.

1.1 Prior to CLEC exchanging traffic for an Interconnected VoIP Provider with CenturyLink, CLEC will notify CenturyLink and CenturyLink will confirm that the Interconnected VoIP Provider has entered into an "Interconnected VoIP Provider Numbering Agreement" with CenturyLink.

1.2 CLEC will notify CenturyLink when CLEC is no longer routing an Interconnected VoIP Provider's traffic on CLEC's interconnection trunks.

1.3 CLEC will provide such notifications to their CenturyLink Customer Account Manager (CAM).

1.4 CLEC will follow applicable procedures of the LERG and the CLEC Agreement in order to identify the OCNs and NPA-NXX(s) of the Interconnected VoIP Provider which will be associated with the CLEC's Switch and routed on the CLEC's interconnection trunk groups.

1.5 The Interconnected VoIP Provider may use a POI CLLI for code entry in LERG 6 and they must also designate responsible CLEC Carrier Partner's end office CLLI as the Actual Switch ID in LERG 7 SHA.

2. CLEC and CenturyLink will continue to exchange traffic under the terms of the CLEC Agreement, including treatment of traffic terminating to CenturyLink end users. Solely for purposes of this Amendment, all traffic originated by parties utilizing CLEC and terminating to CenturyLink end users or transiting CenturyLink to other providers will be treated as though originated by CLEC, including but not limited to terminating intercarrier compensation, Transit compensation, compensation for use of interconnection transport facilities, and establishment of direct trunk groups.

3. No compensation for transiting traffic will be paid by CenturyLink to CLEC for traffic that CenturyLink sends through the CLEC to terminate to Interconnected VoIP Provider. All CenturyLink end user traffic will be treated as though it was terminated with the CLEC.

4. Interconnected VoIP Provider traffic will be included as the CLEC's responsibility in accordance with applicable terms of the Agreement. The Parties understand and agree that the nature of VoIP technology results in differing traffic patterns, while not changing the compensation required under Applicable Law. VoIP technology may permit an end user to move between places while still having access to its VoIP telephony services ("Nomadic VoIP"), which may make the Parties unable to properly track and bill applicable compensation charges. In addition, fixed locations may use telephone numbers not associated with the rate center of the fixed location, creating traffic patterns similar to VNXX Traffic, discussed elsewhere in this

Agreement. The Parties agree that, while such uses of VoIP telephony do not change compensation requirements under Applicable Law, they wish to establish a means of remedying issues while reducing the potential for dispute. As a result, CLEC represents that contracts with its customers will include provisions that traffic be properly routed and identified in order to facilitate proper compensation. If CenturyLink suspects that certain traffic exchanged under this Amendment is being routed in a way that avoids appropriate compensation being paid, it will provide CLEC written notice of the basis for its suspicion that such traffic is not Nomadic VoIP, and provide CLEC 45 days to remedy the situation or provide a response sufficient to show that such traffic is properly being routed and appropriate compensation being paid. If such traffic is not remedied, CLEC will be responsible for payment of appropriate compensation under Applicable Law for all such traffic including any Interconnected VoIP Provider traffic. The Parties will work cooperatively to address any compensation concerns. In addition, if Nomadic VoIP traffic rises above a *de minimus* level, the parties will jointly determine a method to track and pay appropriate compensation for such traffic.

5. This Amendment does not otherwise modify or supersede the terms and conditions of any agreement that CLEC may have with CenturyLink, including tariff, Interconnection and/or other agreements.

6. This Amendment does not authorize CLEC to bill CenturyLink on behalf of Interconnected VoIP Provider for any charges associated with transit traffic, terminating traffic or interconnection facilities, including, but not limited to any compensation arrangements contained in separate agreements or tariffs with CenturyLink.

7. CLEC will pass unaltered signaling information (e.g., originating Calling Party Number and destination called party number, etc.) for the Interconnected VoIP Provider's traffic per 47 C.F.R. § 64.1601 and industry standards.

8. CLEC agrees that CenturyLink may temporarily discontinue accepting all traffic delivered over CLEC's trunking where CenturyLink experiences from Interconnected VoIP Provider a Denial of Service (DoS) attack or such Interconnected VoIP Provider traffic otherwise contributes to the degradation of CenturyLink's network or CenturyLink's ability to provide service to its customers. CLEC agrees to remove the inappropriate Interconnected VoIP Provider traffic from its network prior to CenturyLink's subsequent acceptance of CLEC's other traffic. Following any such event, CLEC will establish a separate trunk group for the responsible Interconnected VoIP Provider's exclusive use for any subsequent Interconnected VoIP Provider traffic.

9. Where CLEC agrees to allow its interconnection trunks with CenturyLink to also be used for the routing of Interconnected VoIP Provider's traffic, CLEC will ensure traffic routed over such trunks is destined solely to the geographic area served by CenturyLink's switch as defined in the LERG.

10. CLEC agrees that CenturyLink will not be responsible to provide 911 services directly to the Interconnected VoIP Provider and that instead CLEC will be responsible as the Carrier Partner to provide such 911 services in accordance with applicable terms of the Agreement.

11. If CLEC chooses to obtain numbering from NANPA under a different OCN as an Interconnected VoIP Provider, they must have both a Commercial Interconnected VoIP Provider Numbering Agreement and this Amendment in order to route their Interconnected VoIP Provider traffic associated with that OCN on CLEC's interconnection trunks.

## **12. Definitions**

12.1 Carrier Partner is a Certified Local Exchange Carrier (CLEC) that provides the facilities and trunking that an Interconnected VoIP Provider needs in order to exchange traffic with CenturyLink and demonstrates facilities readiness as described in the VoIP Numbering Order.

12.2 Denial of Service (DoS) is an action that prevents legitimate user(s) from using or being provided service.

12.3 Interconnected VoIP Provider is an entity that provides interconnected VoIP service, as that term is defined in 47 C.F.R. § 9.3 and that obtains numbering resources as described in the VoIP Numbering Order.