ICC VoIP Amendment
to the Interconnection Agreement between
Qwest Corporation dba CenturyLink QC
and
Windstream of the Midwest, Inc.
for the state of Nebraska

This Amendment ("Amendment") is to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC ("CenturyLink"), a Colorado corporation, and Windstream of the Midwest, Inc. ("CLEC") (collectively, the "Parties").

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement ("Agreement") for service in the State of Nebraska, that was approved by the Commission; and

WHEREAS, the Federal Communications Commission in Docket No. 01-92, *In the Matter of Developing a Unified Intercarrier 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, the Parties have 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.

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.

Windstream of the Midwest, Inc.	**Qwest Corporation dba CenturyLink QC**
Signature	Signature
John Fletcher	L. T. Christensen
Name Printed/Typed	Name Printed/Typed
General Counsel	Director – Wholesale Contracts
Title	Title
11/20/12	12/5/12
Date	Date

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,

Section 4.0 - DEFINITIONS

"VoIP-PSTN Traffic" is defined as traffic which is exchanged between the Parties in Time Division Multiplexing ("TDM") format over PSTN facilities that originates and/or terminates at an end user location in Internet Protocol ("IP") format.

"Local VoIP-PSTN Traffic" is VoIP-PSTN Traffic that physically originates and terminates within the Local Calling Area as determined by the Commission.

"Toll VoIP-PSTN Traffic" is VoIP-PSTN Traffic that physically originates and terminates in different Local Calling Areas as 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 under this Agreement.

7.3 Intercarrier Compensation

7.3.8 Signaling Parameters: CenturyLink and CLEC are required to provide each other the proper signaling information 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, Charge Number ("ChN") and Originating Line Information Parameter (OLIP) on all calls. All privacy indicators will be honored. The ChN is to be passed unaltered in SS7 signaling fields where it is different than CPN; 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; and if MF signaling is used by the CLEC then the ChN must be included in the ANI field if different from the CPN. Where SS7 connections exist, each Party shall pass all CCS signaling parameters, where available, on each call carried over Interconnection trunks. 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.

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 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 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 InterLATA Traffic which is Toll VoIP-PSTN Traffic will be exchanged at each Party's interstate access tariff rates. Any Transit Traffic which is both interLATA and Toll VoIP-PSTN will be exchanged at each Party's interstate switched access service rate for the elements it provides.

7.3.9.2.1.2 IntraLATA Toll Traffic which is Toll VoIP-PSTN Traffic will be exchanged at each Party's interstate access tariff rates. Both Parties will use the Local Interconnection Service Percent VoIP Usage (LIS-PVU) factor in Exhibit A to determine the amount of IntraLATA Toll Traffic that shall be deemed as Toll VoIP-PSTN Traffic. The Parties shall also apply the LIS-PVU factor to any Transit Traffic which is IntraLATA Toll Traffic, which shall be exchanged at interstate switched access tariff rate. 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 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 based on the Local Competition Report as released periodically (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 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. 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 the percentage of the total traffic CLEC routes to CenturyLink for termination which is Toll VoIP-PSTN Traffic. 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 based on the Local Competition Report as released periodically (e.g. as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information exchanged by the parties.

7.3.9.2.1.4 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.

7.3.9.2.1.5 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 within the State 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.

ICC VoIP Amendment Exhibit A
Nebraska

			Amendment										**Notes**	
								Recurring	**Recurring Per Mile**	**Non-Recurring**	**REC**	**REC per Mile**	**NRC**
	7.12	**Toll VoIP-PSTN Traffic**											
		7.12.1	Toll VoIP-PSTN Traffic					CenturyLink's Interstate Access Tariff	CenturyLink's Interstate Access Tariff				
		7.12.2	Local Interconnection Service VOIP Percent of IntraLATA Usage (LIS-PVU)					0%	0%		3	3	
		7.12.3	Local Interconnection Service VOIP Percent of Facilities (LIS-Facility-PVU)					0%	0%		3	3	
NOTES:													
	3	ICB, Individual Case Basis											