ICC VoIP Amendment

to the

Interconnection Agreement

between

United Telephone Company of the West d/b/a CenturyLink

(f/k/a United Telephone Company of the West)

and

XO Communications Services, LLC

(f/k/a XO Communications Services, Inc.)

This Amendment ("Amendment") is to the Interconnection Agreement between United Telephone Company of the West d/b/a CenturyLink ("CenturyLink"), f/k/a United Telephone Company of the West and XO Communications Services, LLC ("CLEC"), f/k/a XO Communications Services, Inc. (collectively, the "Parties").

RECITALS

WHEREAS, the Parties entered into a Master Interconnection and Resale 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-PSTN traffic between the Parties 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 adding terms, conditions, and rates as set forth in this Amendment and Attachment 1, attached hereto and incorporated herein by this reference.

By signature on this Amendment, CLEC has elected to modify existing contract terms in order to implement the applicable provisions of the above mentioned FCC Order.

Effective Date

This Amendment shall be deemed effective upon Commission approval; however, the Parties agree to implement the provisions of this Amendment effective upon execution.

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 representatives. 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.

Reservation of Rights

The Parties agree that by entering into this ICC VoIP Amendment, they are setting forth their agreement to address the matters set forth herein for purposes of this Amendment only, the terms of which are enforceable by both parties. Subject to the foregoing, the Parties reserve the right to advocate any positions with regard to the matters set forth herein before all relevant forums, and the terms of this Amendment shall not be deemed or considered: 1) to have any probative value as to the substance of either Party's rights or advocacy positions 2) to constitute the acquiescence by either Party, other than for purposes of enforcing this Amendment; nor 3) to constitute a waiver of, any of their advocacy positions, whether policy, legal or otherwise, including without limitation their positions regarding traffic sent without valid originating information and the appropriate Local Interconnection Service Percent VoIP Usage factor applicable to interconnection facilities provided by CLEC.

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.

XO Communications Services, LLC

DocuSigned by:
Robert L. Geller
Signature

Robert Geller
Name Printed/Typed

EVP- Network and Customer Serv.
Title

11/13/2012
Date

CenturyLink

05E9FC68BD57454...
L T Christensen
Signature
Signature By: L T Christensen

L. T. Christensen
Name Printed/Typed

Director – Wholesale Contracts
Title

11/13/2012
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.

1. DEFINED TERMS

1.1 "VoIP-PSTN Traffic" 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 the Parties in Time Division Multiplexing ("TDM") format that originates and/or terminates at an end user location in Internet Protocol ("IP") format, as determined in the Order.

1.2 "Local VoIP-PSTN Traffic" is VoIP-PSTN Traffic that physically originates and terminates within the same CenturyLink local calling area, or mandatory extended area service (EAS) area, as defined by the Commission or, if not defined by the Commission, then as defined in existing CenturyLink Tariffs, and shall be considered to be "Local Traffic" as such term is used in the Agreement.

1.3 "Toll VoIP-PSTN Traffic" is VoIP-PSTN Traffic that physically originates and terminates in separate CenturyLink local calling areas, or mandatory extended area service (EAS) areas, as defined by the Commission or, if not defined by the Commission, then as defined in existing CenturyLink Tariffs.

2. LOCAL INTERCONNECTION ARRANGEMENT

2.1 Except for Toll VoIP-PSTN Traffic, non-equal access IntraLATA toll traffic (i.e. IntraLATA access traffic which is not routed to an IXC) and jointly provided switched access (as defined by MECAB and MECOD) the Parties shall use separate two-way Feature Group D trunks for the exchange of any traffic which is not Local Traffic, and such trunks shall be ordered out of and subject to the applicable access tariffs. In the event CLEC routes InterLATA Traffic to CenturyLink in violation of this section, the Parties agree to work together to attempt to promptly resolve the dispute. CenturyLink shall be entitled to seek injunctive relief and to recover damages, including without limitation, compensation for such traffic at the rate that is then applicable to such access traffic.

3. INTERCARRIER COMPENSATION

3.1 VoIP-PSTN Traffic

3.1.1 Local VoIP-PSTN Traffic

3.1.1.1 CLEC and CenturyLink will exchange Local VoIP-PSTN Traffic on the same basis and at the same rates as Local Traffic which is not VoIP-PSTN Traffic. 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 for Local VoIP-PSTN Traffic 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. This paragraph shall not be controlling nor affect the determination of the proper jurisdiction or the geographic end points of any traffic which is not VoIP-PSTN Traffic, including without limitation, any VNXX Traffic.

3.1.2 Toll VoIP-PSTN Traffic

3.1.2.1 CLEC and CenturyLink will exchange Toll VoIP-PSTN Traffic, including any Toll VoIP-PSTN Traffic that transits a CenturyLink Tandem, at each Party's applicable interstate switched access rates as specified in each Party's switched access tariff(s) filed with the Federal Communications Commission. Any non-Local Traffic that is not Toll VoIP-PSTN Traffic shall be routed in accordance with Section 2.1 above. 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 for Toll VoIP-PSTN Traffic 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.

3.1.2.2 Toll VoIP-PSTN that is intrastate non-Local Traffic will be exchanged at each Party's applicable interstate switched access tariff rates. Each Party will use the Contract Percentage VoIP Usage (Contract-PVU) factor, as provided in Table One to determine the amount of intrastate non-Local Traffic exchanged by the Parties that shall be deemed as Toll VoIP-PSTN Traffic. Any Toll VoIP-PSTN that is intrastate non-Local Traffic and transits a CenturyLink Tandem, shall also be exchanged at each Party's applicable interstate switched access tariff rates after applying the Contract-PVU factor in Table One.

3.1.2.3 Each Party's Contract-PVU factor shall represent the percentage of total terminating intrastate non-Local Traffic routed to the other Party that is Toll VoIP-PSTN Traffic, that in the absence of such Contract-PVU, would be

billed at intrastate access rates. CLEC shall determine its Contract-PVU factor 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. At the time of execution of this Amendment, CenturyLink does not provide VoIP services to its end users; therefore, CenturyLink's Contract- PVU factor is equal to zero (0). Thus the Parties have mutually agreed to utilize the Contract-PVU factor provided by CLEC as the Contract PVU factor in Table One. Either Party's Contract-PVU factor and the Contract-PVU factor in Table One may be updated by a further Amendment mutually negotiated by the Parties.

3.1.2.4 The facilities, or portion thereof, leased by CLEC from CenturyLink which are used to exchange Toll VoIP-PSTN Traffic shall be subject to access tariff rates. CenturyLink reserves the right to amend this agreement to define an additional Toll VoIP-PSTN usage percentage if such factor is necessary.

3.1.2.5 Any PVU factors established by the Parties 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.

3.1.3 Either Party may provide billing adjustments on a quarterly basis until such time as billing system modifications can be implemented to apply the applicable interstate switched access tariff rate to all traffic deemed Toll VoIP-PSTN Traffic on an automated basis.

4. Signaling Parameters

4.1 Each Party will pass the proper signaling information (identifying the originating Calling Party Number (CPN)or Charge Number (ChN) if different from the CPN), 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 passed unchanged including CPN, ChN, on all calls. All privacy indicators will be honored. Unless the FCC has granted a waiver , 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. 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 Intrastate Switched Access when the calls traverse an interconnection trunk. If either Party fails to provide valid originating information, the Parties will coordinate and exchange data as necessary to determine the cause of the CPN/ChN failure and to assist its correction.

Table One

MRC	NRC			
		Toll VoIP-PSTN Traffic	**MRC**	**NRC**
		Toll VoIP-PSTN Traffic	CenturyLink's Interstate Access Tariff	
		VOIP Percent of Intrastate Non-Local Usage (Contract-PVU)	0%	