DocuSign Envelope ID: 4D82994B-4694-4369-A530-B5A231573617

# ICC VoIP Amendment
# to the
# Interconnection Agreement
# between
# United Telephone Company of the West

**and**

**Sprint Communications Company, LP**

**For the state of Nebraska**

This Amendment ("Amendment") is to the Interconnection Agreement between United Telephone Company of the West d/b/a CenturyLink ("CenturyLink"), and Sprint Communications Company, LP ("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, as of the date of this Amendment the Parties have a disagreement regarding, and are currently engaged in litigation, currently on appeal, involving the interpretation of the agreement and the compensation applicable to VoIP traffic under the Agreement; however, to bring certainty to VoIP-PSTN compensation in accordance with the FCC Order as of the effective date of the FCC Order, December 29, 2011, and without any prejudice to either Party's rights, obligations or standing in such litigation or the application of the terms and provisions of the Agreement as it existed prior to this Amendment to services rendered prior to this Amendment, the Parties wish to implement the terms adopted in that 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 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, CLEC has 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 effective 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.

**Reservation of Rights**

The Parties disagree about the interpretation and implications of certain aspects of the FCC Order. However, without prejudice to either Party's position concerning the FCC Order, the Parties agree that the exchange of VoIP-PSTN Traffic, charges for such traffic, and call signaling obligations shall be handled in the manner set forth herein for purposes of this Agreement only. Such handling has been formulated based upon numerous factors and considerations, including without limitation, current regulatory uncertainty, resource allocation issues, and other circumstances. Both Parties reserve the right to advocate any position with regard to the matters set forth in this Amendment. The terms, including the definitions, contained in this Agreement shall not be deemed or considered to have any probative value as to the substance of either Party's rights or advocacy positions, nor shall this Agreement be deemed to constitute the acquiescence by either party, or a waiver by either party, to the future treatment of such matters outside the context of this Agreement. Neither Party shall have any affirmative duty to respond to any advocacy by the other Party about the laws applicable to such matters nor be estopped or otherwise precluded from asserting any such rights reserved hereunder at any time hereafter, without any diminishment of such right based upon the passage of time or any course of conduct.

**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.

**Sprint Communications Company, LP**

DocuSigned by:
Paul Schieber
Signature

Paul Schieber
Name Printed/Typed

VP Access Strategy & Planning
Title

1/13/2013
Date

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

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

L. T. Christensen
Name Printed/Typed

Director – Wholesale Contracts
Title

1/14/2013
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 1 – DEFINED TERMS**

"VoIP-PSTN Traffic" includes any traffic referred to in the Agreement as "VoIP" or "VoIP Traffic" or "IP Enabled Voice Traffic", and is defined as traffic which is exchanged between a CenturyLink end user and the CLEC end user in Time Division Multiplexing ("TDM") format that originates and/or terminates in Internet Protocol ("IP") format, as determined in the Order, and terminates to a Party's End User Customer.

"Local VoIP-PSTN Traffic" is VoIP-PSTN Traffic that physically originates and terminates within the 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.

"Toll VoIP-PSTN Traffic" is VoIP-PSTN Traffic that physically originates and terminates in different 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.

**Section 37 – LOCAL INTERCONNECTION TRUNK ARRANGEMENT**

37.1.4 Local VoIP-PSTN Traffic and Toll VoIP-PSTN Traffic may be exchanged under this Agreement.

**Section 38 – INTERCARRIER COMPENSATION**

38.4 VoIP-PSTN Traffic

38.4.1 Local VoIP-PSTN Traffic

CLEC and CenturyLink will exchange Local VoIP-PSTN Traffic on the same basis and at the same rates as 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 unreasonably withheld by either Party.

38.4.2 Toll VoIP-PSTN Traffic

(a) CLEC and CenturyLink will exchange Toll VoIP-PSTN Traffic at each Party's rates applicable to Toll VoIP-PSTN Traffic in their respective interstate or intrastate tariffs, and the jurisdiction of such Toll VoIP-PSTN Traffic will be identified as either Local Traffic or non-Local 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 unreasonably withheld by either Party. For avoidance of doubt, the Parties agree the references to the tariff rates contained within this Amendment are for purposes of identifying the agreed to rate for the Toll VoIP-PSTN Traffic exchanged under this Agreement and it is not the intent of the parties to incorporate the tariffs, including the tariff terms and conditions, into this Agreement.

(b) Both Parties will use the Contract Percentage VoIP Usage (Contract-PVU) factor 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. The Parties shall also apply the Contract-PVU factor to any intrastate non-Local Traffic, which transits a CenturyLink Tandem, and the resulting portion of such traffic shall also be exchanged at each Party's rates applicable to Toll VoIP-PSTN Traffic. The Contract-PVU factor may be updated by a further Amendment mutually negotiated by the Parties.

(c) The Contract-PVU factor shall be the percentage of total terminating intrastate non-Local Traffic which is Toll VoIP-PSTN Traffic, that in the absence of such Contract-PVU, would be billed at intrastate access rates. The Contract-PVU factor shall be 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. For the avoidance of doubt the Contract-PVU shall apply to the traffic exchanged over the interconnection facilities governed by this agreement and is separate and distinct from the PVU factor that applies to traffic delivered over facilities governed by the tariff.

(d) The Parties do not agree whether compensation other than the compensation for Entrance Facility, MUX and Direct Trunked Transport is due for the portion of interconnection facilities used for Toll VoIP-PSTN Traffic. The Parties do agree that the portion of interconnection facilities used for Toll VoIP-PSTN Traffic are at a level such that the efforts and costs in applying access rates to the relevant portion of such facilities exceed the value in the amounts that would be paid and therefore the entire facility will be billed pursuant to Exhibit A of the Agreement. In the event that the portion of such traffic used for Toll VoIP-PSTN Traffic increases by more than ten (10) percentage points for any month, either Party may notify the other Party, of its intent to negotiate an amendment to the Agreement for additional compensation for the portion of facilities used for Toll VoIP-PSTN Traffic. The Parties understand and agree that the effective date of any such amendment would be the date of any such request.

(e) Any factors established by the Parties for the previous sections of 38.4.2 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.

38.9 Signaling Parameters: CenturyLink and CLEC are required to provide each other the proper signaling information (e.g., originating Calling Party Number (CPN), Charge Number (ChN) and destination called party number, etc.) as required by Applicable Rules 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 on all calls. All privacy indicators will be honored. Unless the FCC has approved a waiver petition regarding specific technical restrictions, the ChN is to be passed unaltered in SS7 signaling fields where it is different from CPN, and 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 and upon notice from the billing party to the billed party 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. The parties will make appropriate billing adjustments to correct for instances when Local Traffic was charged the Interstate Switched Access rate pursuant to this Section if (i) the cause of the CPN/ChN failure has been excused pursuant to an approved FCC waiver petition or (ii) the Parties, have mutually agreed that the traffic should have been billed as Local Traffic but for the inadvertent CPN/ChN failure. If the parties cannot reach mutual agreement on the billing adjustment, the matter will be subject to the dispute resolution provisions in the Agreement. A Party may not seek a billing adjustment under this section after one hundred twenty (120) days have elapsed from the notice date.

**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) | 100% | |