ICC VoIP Amendment
to the Interconnection Agreement between
Qwest Corporation dba CenturyLink QC
and
Level 3 Communications, LLC
for the state of Nebraska

This Amendment ("Amendment") is to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC ("CenturyLink"), a Colorado corporation, and Level 3 Communications, LLC ("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, 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, the Parties agree to implement the provisions of this Amendment as of December 1, 2012.

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

In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s) in respect to such Amendment. Furthermore, CLEC specifically reserves its rights, remedies and arguments contesting any assertion by the Commission of its jurisdiction over the subject matter, interpretation or enforcement of this Amendment including, but not limited to, federal tariffs or VoIP-PSTN Traffic as a result of the inclusion of terms or references to such tariffs or VoIP-PSTN Traffic in this Agreement and/or use of facilities that are otherwise included within this Agreement. CLEC has acceded to CenturyLink's request to amend this Agreement as reflected herein as a matter of administrative convenience only.

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.

Level 3 Communications, LLC

DocuSigned by:
Andrea Pierantozzi
B7662CCB8C244BB...
Signature

Andrea Pierantozzi
Name Printed/Typed

VP – Interconnection Services
Title

9/16/2013
Date

Qwest Corporation dba CenturyLink QC

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

L. T. Christensen
Name Printed/Typed

Director – Wholesale Contracts
Title

9/16/2013
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 as defined herein and the FCC Order and the exchange of such traffic over the LIS trunks and facilities of CenturyLink.

Section 4.0 - DEFINITIONS

"VoIP-PSTN Traffic" shall be defined in accordance with the FCC Order and 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 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 originates and terminates within the geographic boundaries of the Local Calling Area as such calling areas are determined by the Commission.

"Toll VoIP-PSTN Traffic" is VoIP-PSTN Traffic that originates and terminates in geographically different Local Calling Areas as such calling areas are 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 over the LIS facilities under this Agreement.

7.2.1.3.1 Switched Access Traffic, including but not limited to InterLATA Traffic, other than Toll VoIP-PSTN Traffic or Jointly Provided Switched Access Traffic, may not be exchanged under this Agreement. In the event CLEC routes InterLATA Traffic to CenturyLink in violation of this section, CenturyLink reserves the right to seek injunctive relief and to recover damages, compensation for such traffic, including, but not limited to, compensation at the rate that is then applicable to such access traffic.

7.3 Intercarrier Compensation

7.3.8 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 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, ChN and Originating Line Information Parameter (OLIP) 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 than 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. Unless the FCC has approved a waiver petition regarding specific technical restrictions, 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. Notwithstanding the foregoing, either Party shall be permitted to prove the jurisdictional nature of the traffic in question by whatever methodology possible, including, but not limited to the use of the originating or terminating call detail as provided herein. The provision of such information and methodology will not require the receiving Party to use such information or agree that such information is accurate, absent the parties agreeing that such information and methodology is accurate.

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 will work together in an effort to continue to improve the accuracy of jurisdictional data.

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 Toll VoIP-PSTN Traffic, which would otherwise be characterized as InterLATA traffic by comparison of originating and terminating numbers, will be exchanged at each Party's interstate access tariff rates. InterLATA Traffic which is not Toll VoIP-PSTN Traffic shall be subject to 7.2.1.3.1.

7.3.9.2.1.2 Toll VoIP-PSTN Traffic, which would otherwise be characterized as IntraLATA traffic by comparison of originating and terminating numbers, will be exchanged at each Party's interstate access tariff rates. Both Parties will use a Local Interconnection Service Percent VoIP Usage (LIS-PVU) factor in Exhibit A to determine the amount of traffic that appears to be IntraLATA Toll Traffic that is Toll VoIP-PSTN Traffic. 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 traffic jurisdictionalized as 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 (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 dedicated 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. The Relative Use Factor shall include CenturyLink's VoIP originated traffic, if any, which is otherwise jurisdictionalized as Local Traffic. 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 calculated based upon the total amount of the traffic CLEC routes to CenturyLink for termination over dedicated LIS facilities which is Toll VoIP-PSTN Traffic proportionalized as to the transaction capacity of such LIS facility. 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 (e.g. as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information which the parties will exchange.

7.3.9.2.1.4 Either Party may submit a request to negotiate an updated LIS-PVU factor or LIS-Facility-PVU factor on a no more often than quarterly basis. Upon such request, the Parties will negotiate in good faith for ten (10) business days and, if resolution has not been reached, escalate according to the Dispute Resolution provisions of the Agreement for a ten (10) business day period. If resolution has still not been reached, a requesting Party may initiate a dispute resolution proceeding according to the Dispute Resolution provisions of the Agreement. The effective date of any amendment to implement a request to update the LIS-PVU factor will be thirty (30) calendar days after the date of such written request, but no earlier than July 1, 2013. The effective date of any amendment to implement a request to update the LIS-Facility-PVU factor will be thirty (30) calendar days after the date of such written request.

7.3.9.2.1.5 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.

7.3.9.2.1.6 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 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.

Amendment														Notes		
											Recurring	Recurring Per Mile	Non-Recurring	RECC	RECC per Mile	NRCC
	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)								71%	71%		3, @	3, @	
		7.12.3	Local Interconnection Service VOIP Percent of Facilities (LIS-Facility-PVU)								41%	41%		3	3	
NOTES:																
	3	ICB, Individual Case Basis														
	@	The Parties have reviewed all traffic between their affiliates and agree to apply a PVU of 71%.														