

AMENDMENT TWO

**ICC VoIP and VNXX Amendment
to the Interconnection Agreement between
United Telephone Company of the Northwest f/k/a Embarq d/b/a CenturyLink
and
Level 3 Communications, LLC
For the state of Washington**

This Amendment ("Amendment") is to the Interconnection Agreement between United Telephone Company of the Northwest f/k/a Embarq d/b/a CenturyLink ("CenturyLink"), 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 Washington, 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 and VNXX 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 and to reflect a change in intercarrier compensation for VoIP and VNXX traffic 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 One attached hereto and incorporated herein by this reference. The provisions included in Attachment One 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 effective 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.

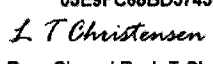
The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, which may be in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

Level 3 Communications, LLC

**United Telephone Company of the Northwest f/k/a
Embarq d/b/a CenturyLink**

DocuSigned by:

38FA222DCCE34BF...
Signature

05E9FC68BD57454...

DocuSigned By: L. T. Christensen
Signature

Gary Black, Jr.
Name Printed/Typed

L. T. Christensen
Name Printed/Typed

VP – Carrier Relations
Title

Director – Wholesale Contracts
Title

4/26/2015
Date

4/27/2015
Date

**Attachment One
ICC Voice over Internet Protocol (VoIP) and VNXX 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 Interconnection trunks originating on the other Party's network.

Section 1 – DEFINED TERMS

"ISP-Bound Traffic," for the purposes of this Agreement, is defined as traffic that is transmitted to an Internet Service Provider ("ISP") in order to be connected to the Internet.

"VoIP-PSTN Traffic" shall be defined in accordance with the FCC Order and 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 geographic boundaries of the CenturyLink local calling area, or mandatory extended area service (EAS) area, as such calling areas are 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 originates and terminates in geographically different CenturyLink local calling areas, or mandatory extended area service (EAS) areas, as such calling areas are defined by the Commission or, if not defined by the Commission, then as defined in existing CenturyLink Tariffs.

"VNXX Traffic" is traffic originated by a Party's End User Customer, dialed with a local dialing pattern, and terminated to a customer of the other Party not physically located within the same CenturyLink Local Calling Area (as defined and/or approved by the state Commission) as the originating caller (VoIP Traffic is not considered to be VNXX traffic destined for the Internet under this section). This is determined by examining the locally dialed telephone number (NPA-NXX-XXXX) assigned to the terminating Party's customer when it is an NXX Code associated with a rate center (as set forth in the LERG) that is different from the rate center (as set forth in the LERG) associated with the actual physical location at which the customer receives the VNXX traffic in question. VNXX does not include originating 8XX traffic, as that traffic is not locally dialed.

Part F– INTERCONNECTION

Section 54 LOCAL INTERCONNECTION TRUNK ARRANGEMENT

54.2 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 any traffic to CenturyLink in violation of this section, CenturyLink reserves the right to seek injunctive relief and to recover damages including, but not limited to, compensation at the then applicable access rates. Notwithstanding the foregoing, the requirement to use FGD trunks shall not apply to VNXX Traffic which is ISP-Bound Traffic.

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Section 55 – INTERCARRIER COMPENSATION

- 55.1 Local Traffic and ISP-Bound Traffic, which is not also VNXX Traffic, exchanged by the Parties shall be compensated at a rate shown on Table One.
- 55.2 Compensation for the termination of IntraLATA and InterLATA toll traffic and the origination of 8XX traffic between the interconnecting Parties shall be based on the applicable access charges in accordance with each Party's applicable and lawful tariffs, FCC and Commission Rules and Regulations, and consistent with the provisions of Part F of this Agreement. Tandem switching and Tandem transmission Transit charges will be assessed from CenturyLink's applicable access tariff for any non-Local Traffic originated by CLEC which is routed through a CenturyLink Tandem to a third party. Level 3 must have a unique CIC for each type of service order.
- 55.3 Intentionally Left Blank
- 55.4 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 and ChN 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. 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
- 55.5 Intentionally Left Blank
- 55.7 VNXX Traffic that is also ISP-Bound Traffic is subject to a bill and keep compensation arrangement. For purposes of this Agreement, the Parties agree that 100% of the ISP-Bound Traffic originated by CenturyLink constitutes VNXX Traffic. The Parties understand and agree that there is a de minimus amount of VNXX Traffic other than that destined for the Internet currently being exchanged by the Parties. Should either Party determine that the volume of VNXX Traffic other than that destined for the Internet is no longer de minimus, it may provide notice to the other Party that it will begin billing applicable compensation for such traffic prospectively from the date of such notice.
- 55.9 CenturyLink and Level 3 will identify the baseline Percent Local Usage (PLU) factor on each interconnection order and quarterly thereafter to identify its "Local Traffic," as defined herein, for reciprocal compensation purposes. CenturyLink may request no more than once a year Level 3's traffic study documentation of the PLU to verify the factor, and may compare the documentation to studies developed by CenturyLink. Should the CenturyLink documentation indicate that the factor should be changed, the Parties agree that any such changes will be retroactive to traffic for the previous quarter or to such other time period within the previous year as is demonstrated as having a PLU different from the one that was in effect. Any determination about whether the documentation indicates that the factor should be changed shall be subject to the Dispute Resolution provisions of this Agreement if there is disagreement between the Parties concerning the documentation or what is indicated by such documentation. CenturyLink will determine the jurisdiction of a call if CenturyLink has sufficient call details, which shall also be subject to the Dispute

Resolution provisions of this Agreement if there is disagreement between the Parties concerning said determination by CenturyLink.

55.10 VoIP-PSTN Traffic

55.10.1 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 which is not VoIP-PSTN Traffic. VoIP-PSTN Traffic will be identified as either Local or non-Local 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 VoIP-PSTN 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 work together in an effort to continue to improve the accuracy of jurisdictional data.

55.10.2. Toll VoIP-PSTN Traffic

CLEC and CenturyLink will exchange Toll VoIP-PSTN Traffic at each Party's interstate access rates. 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.

(a) Toll VoIP-PSTN which is intrastate non-Local Traffic, will be exchanged at each Party's interstate access tariff rates. Both Parties will use the Contract Percentage VoIP Usage (Contract-PVU) factor in Table Two to determine the amount of intrastate non-Local Traffic exchanged by the Parties that shall be deemed as Toll VoIP-PSTN Traffic until June 30, 2013. For such period, the Parties shall also apply the Contract-PVU factor to any intrastate non-Local Traffic, and the resulting portion of such traffic shall also be exchanged at interstate switched access tariff rate. The Contract-PVU will no longer be applied as of July 1, 2013. At that time, CLEC and CenturyLink will exchange such traffic at each Party's access rates as intrastate and interstate access tariff rates for terminating traffic are at parity.

(b) The Contract-PVU factor shall be the percentage of total terminating traffic jurisdictionalized as 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

(c) Any factors established by the Parties for the previous sections of 55 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.

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Table One

RECIPROCAL COMPENSATION FOR LOCAL TRAFFIC			
		Local Traffic Termination – per minute of use	Common Transport for Indirect Traffic per minute of use
Current – June 30, 2017		\$0.0004	N/A
Effective July 1, 2017		\$0.0000	\$0.0004
VNXX TRAFFIC THAT IS ISP-BOUND TRAFFIC		Bill & Keep	

MRC	NRC			
		Toll VoIP-PSTN Traffic	MRC	NRC
		Toll VoIP-PSTN Traffic	CenturyLink's Appropriate Access Tariff	
		VOIP Percent of Intrastate Non-Local Usage (Contract-PVU) until June 30, 2013.	71%	