

**ICC VoIP Amendment
to the Interconnection Agreement between
Qwest Corporation dba CenturyLink QC
and
Comcast Phone of Washington, LLC
for the State of Washington**

This Amendment ("Amendment") is to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC ("CenturyLink"), a Colorado corporation, and Comcast Phone of Washington, LLC ("CLEC"), a Delaware limited liability company, (collectively, the "Parties").

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement, for service in the State of Washington, that was approved by the Commission in 2005 ("Agreement"); and

WHEREAS, the Federal Communications Commission in Docket No. 01-92, *In the Matter of Developing a Unified Inter-carrier Compensation Regime*, issued an order ("FCC Order" or "Order") that, in part, affects the Parties rights and obligations with respect to the exchange, including compensation, of VoIP-PSTN traffic, as that term is defined in the Order, and revised call signaling rules effective December 29, 2011; and

WHEREAS, the Parties agree to amend the Agreement, to incorporate certain provisions of 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 rate references, 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.

Effective Date

This Amendment shall be deemed effective upon Commission approval; however, pursuant to the change of law language and paragraph 2.2 of the Agreement, 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, including but not limited to the need to amend the Interconnection Agreement to implement the VoIP PSTN intercarrier compensation rates established by the FCC in the Order. Further neither Party waives, but instead expressly reserves, any rights, remedies or arguments it may have with respect to interpretation and implementation 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 and call signaling obligations shall be handled in the manner set forth herein for purposes of this Agreement only and on an interim basis only until the earlier of (i) the expiration or termination of this Agreement or (ii) until the FCC issues an Order clarifying or addressing the matters covered by this Amendment. Once the FCC issues such an order, the Parties agree to comply with the FCC order and amend the Agreement, if necessary. Both Parties reserve the right to advocate any position with regard to the matters set forth in this Amendment before all relevant forums, and the terms of 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.

Comcast Phone of Washington, LLC

DocuSigned by:
Michael Clancy
50FF52D1AF544EC...

Signature

Michael Clancy
Name Printed/Typed

VP Carrier Management
Title

1/30/2013

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

2/1/2013

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 exchange of, and intercarrier compensation for VoIP-PSTN Traffic and call signaling rules for all traffic exchanged between the Parties over Local Interconnection Trunks.

Section 4.0 - DEFINITIONS

“VoIP-PSTN Traffic” is defined as traffic exchanged between CenturyLink’s network and the CLEC’s network in Time Division Multiplexing (“TDM”) format and that originates from and/or terminates to a Party’s end user in Internet Protocol (“IP”) format, as determined by the Order.

“Local VoIP-PSTN Traffic” is VoIP-PSTN Traffic that physically originates and terminates within the 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 “Exchange Service” or “EAS/Local” Traffic as such term is used in the Agreement.

“IntraLATA 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, but within the same LATA. IntraLATA Toll VoIP-PSTN Traffic shall be considered IntraLATA Toll Traffic as such term is used in the Agreement.

Section 7.0 – INTERCONNECTION

7.2 Mutual Exchange of Traffic

7.2.1.3 Local VoIP-PSTN Traffic and IntraLATA Toll VoIP-PSTN Traffic may be exchanged by the Parties under this Agreement.

7.2.1.3.1 Switched Access Traffic, including but not limited to InterLATA Traffic, other than IntraLATA Toll VoIP-PSTN Traffic or Jointly Provided Switched Access Traffic, may not be exchanged under this Agreement. In the event a Party routes any traffic to the other Party in violation of this section, that other Party shall be entitled to bill for such traffic and invoke the dispute resolution provisions of this Agreement, which may include seeking injunctive relief and recovering damages, including without limitation, compensation for such traffic at the rates then applicable to intrastate access traffic which is not VoIP-PSTN 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), as appropriate, and called party number (CPN), etc.) as required by Applicable Law and further clarified by the FCC Order in CC Docket No. 01-92 to enable each Party to issue bills in a complete and timely fashion. All CCS signaling parameters will be correctly populated and 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 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. If either Party fails to provide valid originating information, such traffic without the valid originating information will be billed by the terminating Party at the interstate switched access pursuant to the terms herein for such traffic 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 assist in its correction.

7.3.10 VoIP-PSTN Traffic

7.3.10.1 Local VoIP-PSTN Traffic

7.3.10.1.1 CLEC and CenturyLink will exchange Local VoIP-PSTN Traffic on the same basis and at the same rates as Exchange Service (EAS/Local) Traffic 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 unreasonably withheld by either Party.

7.3.10.2 IntraLATA Toll VoIP-PSTN Traffic

7.3.10.2.1 CLEC and CenturyLink will exchange IntraLATA Toll VoIP-PSTN Traffic, including any IntraLATA Toll VoIP-PSTN Traffic which routes through a CenturyLink tandem, at each Party's terminating interstate access rates, and such Toll VoIP-PSTN Traffic will be identified as 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 IntraLATA 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.

7.3.10.2.1.1 Any Switched Access Traffic which is not IntraLATA Toll VoIP-PSTN Traffic or IntraLATA Toll Traffic shall be subject to 7.2.1.3.1.

7.3.10.2.1.2 IntraLATA Toll VoIP-PSTN Traffic will be exchanged at each Party's respective interstate access tariff rates. Both Parties will use the Local Interconnection Service Percent VoIP Usage (LIS-PVU) factor in Exhibit A of this

Amendment to determine the amount of intrastate IntraLATA Toll Traffic that shall be deemed as IntraLATA Toll VoIP-PSTN Traffic subject to terminating interstate access rates. The Parties shall also apply the LIS-PVU factor to any intrastate IntraLATA Toll Transit Traffic, which shall be exchanged at interstate switched access tariff rates.

7.3.10.2.1.2.1 The LIS-PVU factor shall be the percentage of total terminating intrastate IntraLATA Toll Traffic exchanged over the interconnection trunks which is IntraLATA 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 percent of the CLEC's retail VoIP subscriptions in the state, traffic studies, actual call detail, or other relevant and verifiable information which will be exchanged by the Parties. The LIS-PVU factor may be updated by a further Amendment mutually negotiated by the Parties.

7.3.10.2.1.3 The Parties do not agree whether compensation other than the compensation for Entrance Facility, MUX and Direct Trunked Transport currently delineated in Exhibit A is due for the portion of LIS facilities used for Toll VoIP-PSTN Traffic. The Parties do agree that the portion of LIS facilities used for Toll VoIP-PSTN Traffic listed in Exhibit A as the Local Interconnection Service Facilities Percent VoIP Usage (LIS-Facility-PVU) are at a level such that the efforts and costs in applying the LIS-Facility PVU exceed the value in the amounts that would be paid and therefore the entire facility will be billed pursuant to the rates for Entrance Facility, MUX and Direct Trunked Transport as listed in Exhibit A of the Agreement without application of the LIS-Facility-PVU. In the event that the LIS-Facility-PVU factor in any month is more than ten (10) percentage points above the LIS-Facility-PVU factor listed in Exhibit A, either Party may notify the other Party to negotiate an amendment to the Agreement for an updated LIS-Facility-PVU and the appropriate compensation for the portion of LIS facilities used for Toll VoIP-PSTN Traffic, provided however, neither Party herein waives its rights with respect to what the appropriate compensation is for such facilities. The Parties understand and agree that the effective date of any such amendment would be the date of any such request.

7.3.10.2.1.3.1 The LIS-Facility-PVU factor shall be the percentage of the total traffic CLEC routes over LIS facilities, purchased at the rates in Exhibit A, to CenturyLink for termination which is IntraLATA Toll VoIP-PSTN Traffic. The CLEC shall determine their IntraLATA Toll VoIP-PSTN Traffic for such LIS facilities based on information such as the percent of the CLEC's retail VoIP subscriptions in the state, traffic studies, actual call detail, or other relevant and verifiable information which the parties will exchange. The LIS-Facility-PVU factor may be updated by a further Amendment mutually negotiated by the Parties.

7.3.10.2.1.4 CenturyLink shall provide billing adjustments on a monthly basis until such time as billing system modifications can be implemented to apply the applicable rate to all IntraLATA Toll VoIP-PSTN Traffic usage and facilities on an automated basis. These adjustments shall not be treated as billing errors under PID/PAP.

7.3.10.2.1.5 Any amendment established by the Parties for the previous sections of 7.3.10.2 shall be based on the particular characteristics of the traffic exchanged within the State between CLEC and CenturyLink and amendment shall not be subject to adoption by anyone not a Party to this Agreement, or apply to any other service areas.

Exhibit A - Washington

Exhibit A - Washington			EAS / Local Traffic Reciprocal Compensation Election					
Amendment			Bill and Keep			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						
			Each Party's Interstate Access Tariff	Each Party's Interstate Access Tariff				
	7.12.2	Local Interconnection Service VOIP Percent of IntraLATA Usage (LIS-PVU)	100%	100%		3	3	
	7.12.3	Local Interconnection Service VOIP Percent of Facilities (LIS-Facility-PVU)	8%	8%		3	3	
NOTES:								
	3	ICB, Individual Case Basis						