

**Voice over Internet Protocol (VoIP), Reciprocal Compensation and Third Party Transit Provider  
Amendment to the Interconnection Agreement between  
Qwest Corporation  
and  
Qwest Communications Company, LLC (fka Qwest Communications Corporation)  
for the State of Washington**

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and Qwest Communications Company, LLC (fka Qwest Communications Corporation) ("CLEC"). Qwest and CLEC shall be known jointly as 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 on August 10, 2004; and

WHEREAS, the Parties agree to amend the Agreement under 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 and conditions for Voice over Internet Protocol (VoIP), Reciprocal Compensation and Third Party Transit Provider, as set forth in Attachments 1 through 4, attached hereto and incorporated herein. The Sections identified in the Attachments have been modified, replaced entirely or are new additions to the Agreement.

**Effective Date**

This Amendment shall be deemed effective upon approval by the Commission; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, CLEC must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by Qwest. CLEC will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met. Additionally, Qwest shall implement any necessary billing changes within two (2) billing cycles after the latest execution date of this Amendment, with a true-up back to the latest execution date of this Amendment by the end of the second billing cycle. The Parties agree that so long as Qwest implements the billing changes and the true-up as set forth above, the CLEC's bills shall be deemed accurate and adjusted without error.

**Conflicts**

In the event of a conflict between this Amendment and the terms and conditions of the Agreement, this Amendment shall control.

**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.

**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, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

**Qwest Communications Company, LLC  
(fka Qwest Communications Corporation)**

\*    
DocuSigned By: Diane Wright

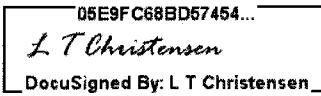
\_\_\_\_\_  
Authorized Signature

\* Diane Wright on behalf of Sarah Nicholls  
Sarah Nicholls  
Name Printed/Typed

Director – Access Planning & Carrier Mgmt  
Title

10/14/2010  
\_\_\_\_\_  
Date

**Qwest Corporation**

   
DocuSigned By: L T Christensen

\_\_\_\_\_  
Authorized Signature

L. T. Christensen  
Name Printed/Typed

Director – Wholesale Contracts  
Title

10/15/2010  
\_\_\_\_\_  
Date

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## ATTACHMENT 1 Definitions

### Section 4.0 - DEFINITIONS

**The definition of "interconnection" is hereby replaced, in its entirety, with the following:**

"Interconnection" is as described in the Act and refers to the connection between networks for the purpose of transmission and routing of telephone Exchange Service traffic, Exchange Access, ISP-Bound traffic, VoIP traffic, and Jointly Provided Switched Access traffic.

**The following definitions are added to the Agreement:**

"Internet Service Provider-Bound" or "ISP-Bound" refers only to the traffic delivered to an Internet Service provider for which the FCC prescribed intercarrier compensation in the Intercarrier Compensation for ISP-Bound Traffic, CC Docket No. 99-68, Order on Remand and Report and Order, 16 FCC Rcd 9151 (2001)(the "ISP Remand Order"). Such traffic does not include traffic delivered to an Internet Service provider located in a different local calling area than the calling party.

"Transit Service" is any traffic that originates from one (1) Telecommunications Carrier's network and/or its end user(s), transits another Telecommunications Carrier's network, and terminates to yet another Telecommunications Carrier's network and/or its end user(s).

"VNXX Traffic" is all traffic originated by a Party's End User Customer and dialed with a local dialing pattern that is not terminated to the other Party's End User Customer physically located within the same Qwest Local Calling Area (as approved by the state Commission) as the originating caller, regardless of the NPA-NXX dialed. VNXX does not include originating 8XX traffic.

"VoIP" (Voice over Internet Protocol) traffic is traffic that originates in Internet Protocol at the end user customer premises using IP-Telephone handsets, end-user customer premises Internet Protocol (IP) adapters, CPE-based Internet Protocol Telephone (IPT) Management "plug and play" hardware, IPT application management and monitoring hardware or such similar equipment and is transmitted over a broadband connection to the VoIP provider. VoIP is treated as an Information Service, and is subject to interconnection and compensation rules and treatment accordingly under this Agreement based on the supposition that the VoIP Provider Point of Presence ("POP") is an end user premise.

## ATTACHMENT 2 Voice over Internet Protocol (VoIP)

### 7.1 Interconnection Facility Options

**The following Sections are added to the Agreement:**

7.1.1.2 CLEC is permitted to utilize LIS trunks to terminate VoIP traffic under the Agreement only pursuant to the same rules that apply to traffic from all other end users, including the requirement that the VoIP Provider POP must be in the same local calling area as the called party. CLEC may not use LIS trunks solely to exchange VoIP traffic. CLEC agrees to allow Qwest to conduct operational verification audits of those network elements controlled by CLEC and to work cooperatively with Qwest to conduct an operational verification audit of any other provider that CLEC used to originate, route and transport VoIP traffic that is delivered to Qwest, as well as to make available any supporting documentation and records in order to ensure CLEC's compliance with this definition. Qwest shall have the right to redefine this traffic as Switched Access in the event of an "operational verification audit failure". An "operational verification audit failure" is defined as: (a) Qwest's inability to conduct a post-provisioning operational verification audit due to insufficient cooperation by CLEC or CLEC's other providers, or (b) a determination by Qwest in a post-provisioning operational verification audit that the CLEC or CLEC's end-user customers are not originating calls in a manner consistent with this definition.

7.1.1.3 Prior to using Local Interconnection Service trunks to terminate VoIP traffic, CLEC certifies that the (a) types of equipment VoIP end-users will use are consistent with the origination of VoIP calls as defined in Section 4 of the Agreement, and (b) types of configurations that VoIP end-users will use to originate calls using IP technology are consistent with the configuration as defined in Section 4 of the Agreement.

## **ATTACHMENT 3 Reciprocal Compensation**

**Section 7.3.4 of the Agreement is hereby replaced, in its entirety, with the following:**

### **7.3.4 Exchange Service (EAS/Local), ISP-Bound and VoIP Traffic**

#### **7.3.4.1 End Office Switch Call Termination**

7.3.4.1.1 The per-minute-of-use call termination rates as described in Exhibit A of the Agreement will apply reciprocally for Exchange Service (EAS/Local) traffic terminated at a Qwest or CLEC End Office Switch.

7.3.4.1.2 For purposes of call termination, CLEC Switch(es) shall be treated as End Office Switch(es) unless CLEC's Switch(es) meet the definition of a Tandem Switch in the Agreement as set forth in Section 4.0.

#### **7.3.4.2 Tandem Switched Transport**

7.3.4.2.1 For traffic delivered through a Qwest or CLEC Tandem Switch, the tandem switching rate and the tandem transmission rate in Exhibit A of the Agreement shall apply per minute in addition to the End Office Switch call termination rate described above.

7.3.4.2.2 Mileage shall be measured for the tandem transmission rate elements based on V&H coordinates between the Tandem Switch and terminating End Office Switch.

7.3.4.2.3 When a Party terminates traffic to a remote Switch, tandem transmission rates will be applied for the V&H mileage between the host Switch and the remote Switch when the identity of each is filed in the NECA 4 Tariff.

7.3.4.2.4 When Qwest receives an unqueried call from CLEC to a number that has been ported to another Switch within the EAS/Local Calling Area, and Qwest performs the query, mileage sensitive tandem transmission rates will apply which reflect the distance to the End Office Switch to which the call has been ported.

7.3.4.2.4.1 To determine the responsible originating Carrier of unqueried calls for purposes of identification of the Carrier to bill LNP query charges, Qwest and CLEC are required to utilize the Number Portability Administration Center (NPAC) database, or another database that is supported by OBF.

7.3.4.3 The compensation rate for Section 251(b)(5) Traffic shall be as established by the Commission. The Parties shall cooperate in establishing a process by which Section 251(b)(5) Traffic and ISP-Bound traffic will be identified in order to compensate one another at the appropriate rates and in a prompt manner (see Section 7.3.6).

7.3.4.4 The Parties will not pay terminating compensation on traffic, including ISP-Bound traffic, when the traffic does not originate and terminate within the same Qwest Local Calling Area, regardless of the calling and called NPA-NXXs and, specifically, regardless whether an End User Customer is assigned an NPA-NXX associated with a rate center that is different from the rate center where the End User Customer is

physically located (also known as "VNXX traffic"). Qwest's agreement to the terms in this paragraph is without waiver or prejudice to Qwest's position is that it has never agreed to exchange VNXX traffic with CLEC.

## ATTACHMENT 4 Third Party Transit Provider

**[Note: The terms of the Third Party Transit Provider Agreement required each party to provide for the termination of Exchange Service (EAS/Local) originated by the other party on a 251(b)(5) voice rate basis. Third Party Transit Provider wishes to offer transiting services to other CLECs, WSPs and ILECs and exchange that traffic with Qwest according to the terms of this "Third Party Transit Provider Amendment" (the "Third Party Transit Provider Amendment"), subject to limitations and requirements of the Local Exchange Routing Guide ("LERG") and other applicable requirements, including but not limited to the Agreement and the Third Party Transit Provider Agreement.]**

7.2.1.2.4.1 Pursuant to the terms of this Third Party Transit Provider Amendment, Third Party Transit Provider will be exchanging Exchange Service (EAS/Local) with Qwest Corporation ("Qwest") for traffic originated by and/or terminated to certain other CLEC, Wireless and ILEC providers ("Transit Customer"). Prior to Third Party Transit Provider exchanging this traffic with Qwest, it will identify any Transit Customers to Qwest and Qwest will confirm that any proposed Transit Customers have entered into a "Routing Through a Third Party Transit Provider Amendment" with Qwest, prior to the exchange of any traffic with Qwest.

7.2.1.2.4.1.1 Third Party Transit Provider will follow applicable procedures of the LERG and the Third Party Transit Provider Agreement in order to identify the NPA-NXX(s) which will be routed through Third Party Transit Provider.

7.2.1.2.4.1.2 Third party transit provider will provide appropriate call treatment per industry standards/guidelines for traffic from Qwest to the third party transit provider destined for its transit customers, where the appropriate network infrastructure may not be in place between the third party transit provider and its transit customers.

7.2.1.2.4.2 Third Party Transit Provider and Qwest will continue to exchange traffic under the terms of the Third Party Transit Provider Agreement, including treatment of traffic terminating to Qwest end users. Solely for purposes of this Third Party Transit Provider Amendment, all traffic originated by parties utilizing Third Party Transit Provider and terminating to Qwest end users will be treated as though originated by Third Party Transit Provider, including but not limited to terminating reciprocal compensation and compensation for use of local interconnection transport facilities.

7.2.1.2.4.3 Qwest will route its originating or transit traffic bound for the NPA-NXX(s) designated under this Section to the CLEC, WSP or ILEC end office. Should Qwest decide to route its originating or transit traffic bound for the NPA-NXX(s) designated under this Section to the Third Party Transit Provider's Tandem Switch, compensation for transiting traffic to Transit Customer will be paid by Qwest to Third Party Transit Provider for Qwest end user originated traffic that Qwest sends through the Third Party Transit Provider to terminate to Transit Customer.

7.2.1.2.4.4 Traffic that transits either Parties network will be included in the calculation of the RUF as per Exhibit H of the Agreement.

7.2.1.2.4.5 When the Third Party Transit Provider utilizes the Qwest's Tandem Switch for the exchange of local traffic, where there is a DS1's worth of traffic (512 CCS) between the Third Party Transit Provider's switch exchanged with Qwest's Tandem Switch for delivery to and from one (1) of Qwest's End Office Switches, the Third Party Transit Provider shall order a direct trunk group to Qwest's End Office Switch. Upon notice by Qwest or anticipation of such traffic usage levels, the Third Party Transit Provider will order, within 30 days, direct trunk group(s) to



the Qwest end office switch. Subsequently, until the Third Party Transit Provider orders such direct trunk groups Qwest may not process or may reject the Third Party Transit Provider's orders for new trunk groups or trunk group augments to Qwest's tandems. To the extent that the Third Party Transit Provider has established a Collocation arrangement at a Qwest End Office Switch location, and has available capacity, Transit Customer may, at its sole option, provide two-way direct trunk facilities from that End Office Switch to Third Party Transit Provider's Switch.

7.2.1.2.4.6 This Third Party Transit Provider Amendment does not otherwise modify or supersede the terms and conditions of any agreement that Third Party Transit Provider may have with Qwest, including tariffs, interconnection and/or access agreements.

7.2.1.2.4.7 This Third Party Transit Provider Amendment does not authorize Third Party Transit Provider to bill Qwest on behalf of Transit Customer for any charges associated with Local Interconnection Services (LIS) interconnection facilities, including, but not limited to any reciprocal compensation arrangements contained in separate agreements with Qwest..

7.2.1.2.4.8 Third Party Transit Provider will not exchange VNXX traffic with Qwest.

7.2.1.2.4.9 Third Party Transit Provider will pass unaltered signaling information (e.g., originating Calling Party Number and destination called party number, etc.) per 47 C.F.R. § 64.1601 and industry standards.

7.2.1.2.4.10 Third Party Transit Provider will be responsible to provide transit records, in EMI category 11-01-XX format to Qwest and any other entities involved in call termination, if required by Qwest.

7.2.1.2.4.11 Third Party Transit Provider will act as the originating company and is responsible for payment of appropriate rates to the transit company, Qwest, and to the terminating company. The Parties agree to enter into traffic exchange agreements with third party Telecommunications Carriers prior to delivering traffic to be transited to third party Telecommunications Carriers. In the event one Party originates traffic that transits the second Party's network to reach a third party Telecommunications Carrier with whom the originating Party does not have a traffic exchange agreement, then the originating Party will indemnify, defend and hold harmless the second Party against any and all charges levied by such third party Telecommunications Carrier, including any termination charges related to such traffic and any attorneys fees and expenses.

7.2.1.2.4.12 Third Party Transit Provider will not send any Transit Customer's intraLATA toll transit to Qwest.