

ICC Reciprocal Compensation Amendment

to the

Interconnection Agreement

Between

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

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

and

AT&T Communications of the Pacific Northwest, Inc.

This Amendment ("Amendment") is to the Interconnection Agreement between United Telephone Company of the Northwest d/b/a CenturyLink ("CenturyLink"), f/k/a United Telephone Company of the Northwest d/b/a Embarq, and AT&T Communications of the Pacific Northwest, Inc. ("CLEC") (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; 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 traffic between CLECs and LECs effective July 1, 2012 ("FCC Order" or "Order"); and

WHEREAS, CLEC has requested to amend the Agreement based on the Commission FCC Order; and

WHEREAS, the Parties agree to amend the Agreement based on 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

1. 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.

2. The Agreement hereby amends the reciprocal compensation rates set forth in Table 1 attached hereto and incorporated herein by this reference.

3. By signature on this Amendment, CLEC has elected to modify existing contract terms in order to implement certain provisions of the above mentioned Order.

Effective Date

On April 27, 2012, CLEC requested to negotiate changes to its Agreement due to changes in law affecting reciprocal compensation. The Parties agree to implement the provisions of this Amendment effective October 10, 2012

Further Amendments

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. Except as provided in the Agreement, this Amendment may not be further amended or altered, and no waiver of any provision thereof shall be effective, except by written instrument executed by an authorized representative of both Parties.

Entire Agreement

Other than the publicly filed Agreement and its Amendments, CenturyLink and CLEC have no agreement or understanding, written or oral, relating to the terms and conditions for interconnection.

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.

AT&T Communications of the Pacific Northwest, Inc.

CenturyLink

DocuSigned by:
Corbin Coombs
Signature

06E9FC68BD57454...
L T Christensen
Signature By: L T Christensen

Corbin Coombs
Name Printed/Typed

L. T. Christensen
Name Printed/Typed

Director- Product Marketing
Title

Director – Wholesale Contracts
Title

10/18/2012
Date

10/25/2012
Date

Table 1

RECIPROCAL COMPENSATION					
	Plan Year	End Office per Minute of Use	Tandem Switching per Minute of Use	Shared Transport - per Minute of Use	Shared Transport for Indirect Traffic - per Minute of Use
	Current - June 30, 2012	\$0.004663	\$0.001995	\$0.001304	\$0.000903
	Plan Year 1: July 1, 2012 - June 30, 2013	\$0.004217	\$0.001073	\$0.001104	\$0.000903
	Plan Year 2: July 1, 2013 - June 30, 2014	\$0.003770	\$0.000150	\$0.000903	\$0.000903
	Plan Year 3: July 1, 2014 - June 30, 2015	\$0.002747	\$0.000150	\$0.000903	\$0.000903
	Plan Year 4: July 1, 2015 - June 30, 2016	\$0.001723	\$0.000150	\$0.000903	\$0.000903
	Plan Year 5: July 1, 2016 - June 30, 2017	\$0.000700	\$0.000150	\$0.000903	\$0.000903
	Plan Year 6: July 1, 2017 - June 30, 2018	\$0.000000	\$0.000700	\$0.000000	\$0.000903
	Plan Year 7: July 1, 2018 - June 30, 2019	\$0.000000	\$0.000000	\$0.000000	\$0.000903
ISP BOUND TRAFFIC					
	Local ISP-Bound Traffic- per MOU			Bill & Keep	N/A