

**Voice over Internet Protocol (VoIP) Amendment  
to the Interconnection Agreement between  
Qwest Corporation  
and  
FirstDigital Telecom  
for the State of Utah**

This is an Amendment ("Amendment") for Voice over Internet Protocol to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and FirstDigital ("CLEC"), a Utah corporation. 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 Utah, that will be filed along with this Amendment with the Public Service Commission of Utah ("Commission"); and

WHEREAS, the Parties wish 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 the exchange of Voice over Internet Protocol ("VoIP") traffic as defined and set forth in Attachment 1, to this Amendment, attached hereto and incorporated herein by this reference. The Sections identified in Attachment 1 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.

**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.

**FirstDigital Telecom**

**Qwest Corporation**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Wesley McDougal  
Name Printed/Typed

L. T. Christensen  
Name Printed/Typed

President  
Title

Director – Wholesale Contracts  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTACHMENT 1**  
**Qwest's Voice over Internet Protocol (VoIP)**

**Section 4.0 - DEFINITIONS**

"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, IntraLATA LEC Toll, ISP-Bound traffic, VoIP traffic, and Jointly Provided Switched Access 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.

7.1.1.1 CLEC is permitted to utilize LIS trunks to terminate VoIP traffic under this 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. When Qwest has reasonable cause (i.e. traffic terminating to Qwest does not fall within the definition of VoIP set forth in Section 4.0) and provides reasonable notice to CLEC, CLEC agrees to first work cooperatively with Qwest to conduct a review of all traffic that CLEC classifies as VoIP traffic and 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 that CLEC does not exchange Switched Access traffic with Qwest inappropriately termed as VoIP traffic. If the Parties are unable to resolve any issues regarding the traffic through this cooperative process, Qwest may, upon written notice, request an operational verification audit, and 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. Operational verification audits shall be requested no more than one (1) time in any 12-month period, unless a previous "operational verification audit failure" has occurred, and each Party shall bear its own expenses of such operational verification audits. 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 reasonable 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.

7.1.1.1.1 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

this 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 this Agreement. CLEC will use the Charge Number (CN) field of the SS7 call stream to identify the VoIP Provider POP that is used by CLEC to send the VoIP Traffic to Qwest for termination and is local to the called party's number to ensure that the billing systems will properly rate the calls as local calls.

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

7.3.4.6 The compensation rate for VoIP transport and termination shall be treated according to Exhibit J.