

**ICC VoIP Amendment
to the Interconnection Agreement between
Qwest Corporation dba CenturyLink QC
and
XO Communications Services, LLC
for the state of Utah**

This Amendment ("Amendment") is to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC ("CenturyLink"), a Colorado corporation, and XO Communications Services, LLC ("CLEC") (collectively, the "Parties").

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement ("Agreement") for service in the State of Utah, 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*, has issued orders that affect the Parties' rights and obligations with respect to the exchange of VoIP-PSTN Traffic between the Parties in addition to revised call signaling rules effective December 29, 2011 ("FCC Orders" or "Orders"); and

WHEREAS, the Parties agree to amend the Agreement in response to the FCC Orders 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 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.

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

Effective Date

This Amendment shall be deemed effective upon Commission approval; however, pursuant to the change of law provision in Section 2.2 of the Agreement and the date of notification by CenturyLink to CLEC, the Parties agree to implement the provisions of this Amendment March 26, 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 representatives. 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 agree that by entering into this ICC VoIP Amendment, they are setting forth their agreement to address the matters set forth herein for purposes of this Amendment only, the terms of which are enforceable by both parties. Subject to the foregoing, the Parties reserve the right to advocate any positions with regard to the matters set forth herein before all relevant forums, and the terms of this Amendment shall not be deemed or considered: 1) to have any probative value as to the substance of either Party's rights or advocacy positions; 2) to constitute the acquiescence by either Party, other than for purposes of enforcing this Amendment; nor 3) to constitute a waiver of, any of their advocacy positions, whether policy, legal or otherwise, including without limitation their positions regarding traffic sent without valid originating information and the appropriate Local Interconnection Service Percent VoIP Usage factor applicable to interconnection facilities provided by CLEC.

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.

XO Communications Services, LLC

Qwest Corporation dba CenturyLink QC

Signature

Signature

Robert L. Geller
Name Printed/Typed

L. T. Christensen
Name Printed/Typed

EVP, Network and Customer Services
Title

Director – Wholesale Contracts
Title

Date

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 intercarrier compensation between the Parties for the exchange of VoIP-PSTN Traffic.

Section 4.0 – DEFINITIONS

The definitions for “VoIP” and “VoIP Provider POP (Point Of Presence)” are deleted from the Agreement.

“VoIP-PSTN Traffic” includes any traffic previously referred to in the Agreement as “VoIP” or “VoIP Traffic” or “IP Enabled Voice Traffic”, and is defined as traffic which is exchanged between the Parties in Time Division Multiplexing (“TDM”) format that originates and/or terminates at an end user location in Internet Protocol (“IP”) format, as determined in the Orders.

“Local VoIP-PSTN Traffic” is VoIP-PSTN Traffic that physically originates and terminates within the same Local Calling Area as determined by the Commission.

“Toll VoIP-PSTN Traffic” is VoIP-PSTN Traffic that physically originates and terminates in different Local Calling Areas as determined by the Commission.

7.0 – INTERCONNECTION

7.1.1.1 Intentionally Left Blank

7.2 Exchange of Traffic

7.2.1.3 Local VoIP-PSTN Traffic and Toll VoIP-PSTN Traffic may be exchanged under this Agreement.

7.2.1.3.1 Switched Access Traffic, including but not limited to InterLATA Traffic, other than Toll VoIP-PSTN Traffic or Jointly Provided Switched Access Traffic, may not be exchanged under this Agreement. In the event CLEC routes InterLATA Traffic to CenturyLink in violation of this section, the Parties agree to work together to attempt to promptly resolve the dispute. CenturyLink shall be entitled to seek injunctive relief and to recover damages, including without limitation, compensation for such traffic at the rate that is then applicable to such access traffic.

7.3 Intercarrier Compensation

7.3.8 Signaling Parameters: CenturyLink and CLEC are required to pass the proper signaling information identifying the originating Calling Party Number (CPN) or Charge Number (ChN), if different from the CPN as required by Applicable Law and further clarified by the FCC Orders to enable each Party to issue bills in a complete and timely fashion. All CCS signaling parameters will be passed unchanged by the Parties including CPN, calling party category, ChN and Originating Line Information Parameter

(OLIP) on all calls. All privacy indicators will be honored. The ChN is to be passed unaltered in SS7 signaling fields where it is different than CPN; 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; and if MF signaling is used; then, the ChN must be included in the ANI field if different from the CPN. 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 will be billed as Intrastate Switched Access 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 to assist its correction.

7.3.9 VoIP-PSTN Traffic

7.3.9.1 Local VoIP-PSTN Traffic

7.3.9.1.1 CLEC and CenturyLink will exchange Local VoIP-PSTN Traffic on the same basis and at the same rates as Exchange Service (EAS/Local) Traffic and such 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 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 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.

7.3.9.2 Toll VoIP-PSTN Traffic

7.3.9.2.1 Toll VoIP-PSTN Traffic will be identified as InterLATA Traffic or 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 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 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.

7.3.9.2.1.1 InterLATA Traffic that is Toll VoIP-PSTN Traffic will be exchanged at each Party's applicable interstate switched access tariff rates as specified in each Party's switched access tariff(s) filed with the Federal Communications Commission. Any Transit Traffic that is both

interLATA and Toll VoIP-PSTN Traffic will also be exchanged at each Party's applicable interstate switched access tariff rates.

7.3.9.2.1.2 IntraLATA Toll Traffic that is Toll VoIP-PSTN Traffic will be exchanged under this Agreement at each Party's applicable interstate switched access tariff rates as specified in each Party's switched access tariff(s) filed with the Federal Communications Commission. Each Party will use the Local Interconnection Service Percent VoIP Usage (LIS-PVU) factor provided by CLEC in Exhibit A to determine the amount of IntraLATA Toll Traffic that shall be deemed as Toll VoIP-PSTN Traffic. Any Transit Traffic that is both IntraLATA Toll Traffic and Toll VoIP-PSTN Traffic shall also be exchanged at each Party's applicable interstate switched access tariff rates after applying the LIS-PVU factor.

7.3.9.2.1.2.1 Each Party's LIS-PVU factor shall represent the percentage of total terminating IntraLATA Toll Traffic routed to the other Party that is Toll VoIP-PSTN Traffic, that in the absence of such LIS-PVU, would be rated at intrastate access rates. CLEC shall determine its LIS-PVU factor 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. At the time of execution of this Amendment, CenturyLink does not provide VoIP services to its end users; therefore, CenturyLink's LIS PVU factor is zero (0). Either Party's LIS-PVU factor may be updated by a further Amendment mutually negotiated by the Parties.

7.3.9.2.1.3 The portion of LIS facilities used for Toll VoIP-PSTN Traffic will be billed at CenturyLink's interstate access tariff rates after the application of Relative Use Factor. CenturyLink will use the Local Interconnection Service Facilities Percent VoIP Usage (LIS-Facility-PVU) factor provided by CLEC in Exhibit A to determine the portion of Entrance Facility, Direct Trunk Transport, and MUX that shall be deemed the portion of the facility used to carry Toll VoIP-PSTN Traffic.

7.3.9.2.1.3.1 The LIS-Facility-PVU factor shall represent the percentage of the total terminating traffic CLEC routes to CenturyLink that is Toll VoIP-PSTN Traffic. The CLEC shall determine its LIS-Facility-PVU factor 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 the parties will exchange.

7.3.9.2.1.4 Either Party may provide billing adjustments on a quarterly basis until such time as billing system modifications can be implemented to apply the applicable interstate switched access tariff rates to all traffic deemed Toll VoIP-PSTN Traffic on an automated basis. In addition, CenturyLink shall provide billing adjustments on the LIS facilities on a

quarterly basis. These adjustments shall not be treated as billing errors for CenturyLink under PID/PAP.

7.3.9.2.1.5 The LIS-PVU and LIS-Facility-PVU factors provided by CLEC in Exhibit A shall be based on CLEC's particular characteristics and shall not be subject to adoption by anyone not a Party to this Agreement or apply to any other service areas not covered by this Agreement.