

**ICC VoIP Amendment
to the Interconnection Agreement between
Qwest Corporation dba CenturyLink QC
and
Broadvox-CLEC, 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 Broadvox-CLEC, LLC ("CLEC"), an Ohio limited liability company (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 in 2011; 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 VoIP traffic between CLEC providers and LECs in addition to revised call signaling rules effective December 29, 2011 ("FCC Order" or "Order"); and

WHEREAS, the Parties agree to amend the Agreement in response to 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 rates as set forth in Attachment 1 and Exhibits A, H and J, 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 Order.

Effective Date

This Amendment shall be deemed effective upon Commission approval; however, pursuant to the Parties Agreement change in law language, the Parties agree to implement the provisions of this Amendment 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.

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.

Broadvox-CLEC, LLC

Qwest Corporation dba CenturyLink QC

DocuSigned by:
KYLE V. BERTRAND
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L T Christensen
DocuSigned By: L T Christensen

Authorized Signature

Authorized Signature

Kyle V. Bertrand

L. T. Christensen

Name Printed/Typed

Name Printed/Typed

VP - Network Planning & Regulatory

Director - Wholesale Contracts

Title

Title

8/28/2012

8/28/2012

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

"End User Customer" means a third party Customer that subscribes to a Telecommunications or Information Service provided by either of the Parties or by another Carrier or by two (2) or more Carriers, ISPs, or Interconnected VoIP providers.

"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 over PSTN facilities in Time Division Multiplexing ("TDM") format that originates and/or terminates in Internet Protocol ("IP") format, as determined in the Order, and terminates to a Party's End User Customer.

"Local VoIP-PSTN Traffic" is VoIP-PSTN Traffic that is Exchange Service or Extended Area Service (EAS)/Local Traffic.

"Toll VoIP-PSTN Traffic" is VoIP-PSTN Traffic that is not Exchange Service or Extended Area Service (EAS)/Local Traffic. .

Section 7.0 – INTERCONNECTION

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 either Party routes InterLATA Traffic to the other Party in violation of this section, the other Party shall be entitled to recover compensation for such traffic at rate applicable to such traffic at the time it was routed. A Party routing such traffic will cease routing such traffic. Any such action will be taken in accordance with the Dispute Resolution provision of this Agreement.

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) and called party number) 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 provided unchanged including CPN and calling party category. 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 an End User Customer's charge number. Where SS7 connections exist, each Party shall pass all CCS signaling parameters, where available, on each call carried over Interconnection trunks. All EAS/Local and IntraLATA Toll calls exchanged without ChN and/or CPN information will be billed as either EAS/Local Traffic or IntraLATA Toll Traffic in direct proportion to the minutes of use (MOU) of calls exchanged with ChN and/or CPN information for the preceding quarter when the calls traverse a Switched Access Feature Group D trunk group. 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. Traffic sent to the other Party on its interconnection trunks without ChN and/or CPN (valid originating information) will be handled in the following manner. The transit provider will be responsible for only its portion of this traffic, which will not exceed more than five percent (5%) of the total Exchange Service (EAS/Local) and IntraLATA LEC Toll traffic delivered to the other Party. The Switch owner will provide to the other Party, upon request, information to demonstrate that Party's portion of no-CPN/ChN traffic does not exceed five percent (5%) of the total traffic delivered. 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 at the rate selection detailed in Exhibit J 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 amend this agreement to agree otherwise. This call jurisdiction method described herein for VoIP-PSTN Traffic is intended by the Parties as a proxy to determine the jurisdiction of a call (call detail is intended to determine the geographic location of the end points of a VoIP-PSTN call or a proxy for the end points of such a call, although the Parties acknowledge that there may be some circumstances where the actual geographic end points of such calls may be difficult or impossible to determine). At any time during the term of this Agreement, CLEC and CenturyLink may agree in an amendment consistent with this Agreement 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 reasonably withheld by either Party.

7.3.9.2 Toll VoIP-PSTN Traffic

7.3.9.2.1 CLEC and CenturyLink will exchange Toll VoIP-PSTN Traffic at each Party's interstate access rates and such 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 for VoIP-PSTN Traffic is intended by the Parties as a proxy to determine the jurisdiction of a call (call detail is intended to determine the geographic location of the end points of a VoIP-PSTN call or a proxy for the end points of such a call, although the Parties acknowledge that there may be some circumstances where the actual geographic end points of a VoIP-PSTN call may be difficult or impossible to determine). At any time during the term of this Agreement, CLEC and CenturyLink may agree in an amendment consistent with this Agreement 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 reasonably withheld by either Party.

7.3.9.2.1.1 InterLATA Traffic which is Toll VoIP-PSTN Traffic will be exchanged at each Party's interstate access tariff rates. Any Transit Traffic which is both InterLATA and Toll VoIP-PSTN will be exchanged at each Party's interstate switched access service rates. InterLATA Traffic which is not Toll VoIP-PSTN Traffic shall be subject to 7.2.1.3.1.

7.3.9.2.1.2 IntraLATA Toll Traffic which is Toll VoIP-PSTN Traffic will be exchanged at each Party's interstate access tariff rates. Both Parties will use the Local Interconnection Service Percent VoIP Usage (LIS-PVU) factor in Exhibit A to determine the amount of IntraLATA Toll Traffic that shall be deemed as Toll VoIP-PSTN Traffic. The Parties will utilize a combination of the LIS PVUs provided both by CenturyLink and CLEC in making the billing adjustments discussed in Section 7.3.9.2.1.4. The Parties shall also apply the LIS-PVU factor to any Transit Traffic which is IntraLATA Toll Traffic, which shall be exchanged at interstate switched access tariff rate. The LIS-PVU factor may be updated by a further Amendment mutually negotiated by the Parties

7.3.9.2.1.2.1 The LIS-PVU factor shall be the percentage of total terminating IntraLATA Toll Traffic which is Toll VoIP-PSTN Traffic based on the traffic originating or terminating on the reporting Party's network in Internet Protocol, 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 traffic studies, actual call detail, or other relevant and verifiable information which will be exchanged by the Parties, or any other mutually agreed upon proxy consistent with the FCC's rules and orders. CenturyLink will not terminate any traffic to CLEC that originates on CenturyLink's network in Internet Protocol.

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 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 be the percentage of the total traffic CLEC routes to CenturyLink for termination which is Toll VoIP-PSTN Traffic. The CLEC shall determine their Toll VoIP-PSTN Traffic based on information such as traffic studies, actual call detail, or other relevant and verifiable information which the Parties will exchange. CenturyLink will not terminate any traffic to CLEC that originates on CenturyLink's network in Internet Protocol.

7.3.9.2.1.4 CenturyLink and CLEC shall provide billing adjustments on a quarterly basis until such time as billing system modifications can be implemented to apply the applicable rate to all Toll VoIP-PSTN Traffic on an

automated basis. These adjustments shall not be treated as billing errors under PID/PAP.

7.3.9.2.1.5 Any factors established by the Parties for the previous sections of 7.3.9.2 shall be based on the particular characteristics of the traffic exchanged within the State between CLEC and CenturyLink and shall not be subject to adoption by anyone not a Party to this Agreement, or apply to any other service areas.

Amendment								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			Interstate Access Tariff	Interstate Access Tariff				
	Broadvox									
	7.12.2	Local Interconnection Service VOIP Percent of IntraLATA Usage (LIS-PVU)			92%	92%		3	3	
	7.12.3	Local Interconnection Service VOIP Percent of Facilities (LIS-Facility-PVU)			24%	24%		3	3	
	CenturyLink									
	7.12.3	Local Interconnection Service VOIP Percent of IntraLATA Usage (LIS-PVU)			0%	0%		3	3	
	7.12.4	Local Interconnection Service VOIP Percent of Facilities (LIS-Facility-PVU)			0%	0%		3	3	
NOTES:										
3	ICB, Individual Case Basis									

EXHIBIT H

Calculation of the Relative Use Factor (RUF)

Minutes that are CenturyLink's responsibility (A):

- All EAS/Local 251(b)(5) Minutes of Use (MOU) that CenturyLink sends to CLEC
- All Local VoIP PSTN traffic that CenturyLink sends to CLEC
- All CenturyLink Exchange Access MOU that CenturyLink sends to CLEC
- EAS/Local 251(b)(5) traffic that transits CenturyLink network and is terminated to CLEC, for which CenturyLink receives compensation from the originating Carrier for performing the local transiting function
- All Toll VoIP PSTN Traffic that CenturyLink sends to CLEC
- All IntraLATA transit MOU that CenturyLink sends to CLEC
- All ISP-bound and FX MOU that CLEC sends to CenturyLink

Minutes that are CLEC's responsibility (B):

- All EAS/Local 251(b)(5) MOU that CLEC sends to CenturyLink
- All Local VoIP PSTN Traffic that CLEC sends to CenturyLink
- All Exchange Access MOU that CLEC sends to CenturyLink
- All EAS/Local 251(b)(5) traffic that CLEC sends to CenturyLink for termination on another Carrier's network
- All Toll VoIP PSTN Traffic that CLEC sends to CenturyLink
- All IntraLATA transit MOU that CLEC sends to CenturyLink
- All Jointly Provided Switched Access (unless joint NECA 4 billing percentages have been filed) that CenturyLink sends to CLEC and that CLEC sends to CenturyLink
- All ISP-bound and VNXX MOU that CenturyLink sends to CLEC
- All VNXX MOU that transits CenturyLink network and is terminated to CLEC

The mathematical equation for RUF is as follows:

CenturyLink (A) / (A+B) Rounded to nearest whole percentage

CLEC (B) / (A+B) Rounded to nearest whole percentage

Data used for the calculation will be the average of the most recent three (3) months' usage determined not to be an anomaly.

Exhibit J

Election of Reciprocal Compensation Option

Pursuant to the election in this Exhibit J of this Agreement, the Parties agree to exchange certain categories of traffic, as described in Section 7.3, at the following rates:

CLEC must select either 1. OR 2.

1. The rates applicable to ISP-Bound traffic, Exchange Service, Extended Area Service (EAS)/Local Traffic, and Local- VoIP-PSTN Traffic between Qwest and CLEC shall be the same as the rates established for ISP-Bound traffic pursuant to Exhibit A, Section 7.7. Such rate for ISP-Bound traffic will apply to such traffic in lieu of End Office Call Termination rates, and Tandem Switched Transport rates.

Signature _____

DocuSigned by:
KYLE V. BERTRAND
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2. Compensation rate for §251(b)(5) Traffic shall be as established by the Commission pursuant to Exhibit A, Section 7.6, the rates as appropriate.

Signature _____