

**ICC VoIP Amendment
to the Interconnection Agreement between:**

**CenturyTel of Central Wisconsin, LLC;
CenturyTel of Fairwater-Brandon-Alto, LLC;
CenturyTel of Forestville, LLC;
CenturyTel of Larsen-Readfield, LLC;
CenturyTel of Monroe County, LLC;
CenturyTel of Northern Wisconsin, LLC;
CenturyTel of Northwest Wisconsin, LLC;
CenturyTel of Southern Wisconsin, LLC;
CenturyTel of Midwest-Kendall, LLC;
CenturyTel of Midwest Wisconsin, LLC;
CenturyTel of Wisconsin, LLC; and
Telephone USA of Wisconsin, LLC**

**each of which is now doing business as, and is hereinafter referred to as
“CENTURYLINK”**

and

Comcast Phone of Wisconsin, LLC d/b/a Comcast Digital Phone

This Amendment (“Amendment”) is to the Interconnection Agreement between CenturyTel of Central Wisconsin, LLC; CenturyTel of Fairwater-Brandon-Alto, LLC; CenturyTel of Forestville, LLC; CenturyTel of Larsen-Readfield, LLC; CenturyTel of Monroe County, LLC; CenturyTel of Northern Wisconsin, LLC; CenturyTel of Northwest Wisconsin, LLC; CenturyTel of Southern Wisconsin, LLC; CenturyTel of Midwest-Kendall, LLC; CenturyTel of Midwest Wisconsin, LLC; CenturyTel of Wisconsin and Telephone USA of Wisconsin, LLC, each of which is now doing business as CenturyLink (“CenturyLink”), and Comcast Phone of Wisconsin, LLC d/b/a Comcast Digital Phone (“CLEC”) (each a Party and, collectively, the “Parties”).

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement (“Agreement”) for service in the State of Wisconsin, that was approved by the Commission on November 15, 2012 in Docket 5-TI-2282; and

WHEREAS, the Federal Communications Commission in Docket No. 01-92, *In the Matter of Developing a Unified Intercarrier Compensation Regime* (“FCC Order” or “Order”), issued an order that, in part, affects the Parties rights and obligations with respect to the exchange, including compensation, of VoIP-PSTN traffic, as that term is defined in the Order, and revised call signaling rules effective December 29, 2011; 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 rate references as set forth in Attachment 1 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.

Effective Date

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

Reservation of Rights

The Parties disagree about the interpretation and implications of certain aspects of the FCC Order, including but not limited to the need to amend the Interconnection Agreement to implement the VoIP PSTN intercarrier compensation rates established by the FCC in the Order. Further neither Party waives, but instead expressly reserves, any rights, remedies or arguments it may have with respect to interpretation and implementation of the FCC Order. However, without prejudice to either Party's position concerning the FCC Order, the Parties agree that the exchange of VoIP-PSTN Traffic and call signaling obligations shall be handled in the manner set forth herein for purposes of this Agreement only and on an interim basis only until the earlier of (i) the expiration or termination of this Agreement or (ii) until the FCC issues an Order clarifying or addressing the matters covered by this Amendment. Once the FCC issues such an order, the Parties agree to comply with the FCC order and amend the Agreement, if necessary. Both Parties reserve the right to advocate any position with regard to the matters set forth in this Amendment before all relevant forums, and the terms of this Agreement shall not be deemed or considered to have any probative value as to the substance of either Party's rights or advocacy positions, nor shall this Agreement be deemed to constitute the acquiescence by either party, or a waiver by either party, to the future treatment of such matters, outside the context of this

Comcast Phone of Wisconsin, LLC d/b/a Comcast Digital Phone/ICC VoIP Amendment-Legacy
CenturyTel (v.2.24.12)

Agreement. Neither Party shall have any affirmative duty to respond to any advocacy by the other Party about the laws applicable to such matters, nor be estopped or otherwise precluded from asserting any such rights reserved hereunder at any time hereafter, without any diminishment of such right based upon the passage of time or any course of conduct.

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.

**Comcast Phone of Wisconsin
d/b/a Comcast Digital Phone**

**CenturyTel of Central Wisconsin, LLC;
CenturyTel of Fairwater-Brandon-Alto, LLC;
CenturyTel of Forestville, LLC;
CenturyTel of Larsen-Readfield, LLC;
CenturyTel of Monroe County, LLC
CenturyTel of Northern Wisconsin, LLC;
CenturyTel of Northwest Wisconsin, LLC;
CenturyTel of Southern Wisconsin, LLC;
CenturyTel of Midwest-Kendall, LLC;
CenturyTel of Midwest Wisconsin, LLC;
CenturyTel of Wisconsin, LLC; and
Telephone USA of Wisconsin, LLC**

each of which is now doing business as,

CenturyLink

DocuSigned by:
Michael Clancy
30FF52D1AF544EC...
Signature

05E9FC68BD57454...
L T Christensen
DocuSigned By: L T Christensen
Signature

Michael Clancy
Name Printed/Typed

L. T. Christensen
Name Printed/Typed

VP Carrier Management
Title

Director – Wholesale Contracts
Title

1/2/2013
Date

1/3/2013
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 exchange of, and intercarrier compensation for, VoIP-PSTN Traffic and call signaling rules for all traffic exchanged between the Parties over Local Interconnection Trunks.

Article II: DEFINITIONS

2.64 “IntraLATA Toll VoIP-PSTN Traffic” is VoIP-PSTN Traffic that physically originates and terminates in different CenturyLink local calling areas, or mandatory extended area service (EAS) areas, as defined by the Commission or, if not defined by the Commission, then as defined in existing CenturyLink Tariffs or Price Lists, but within the same Local Access and Transport Area. IntraLATA Toll VoIP-PSTN Traffic shall be considered to be “IntraLATA Toll Traffic” as such term is used in the Agreement.

2.76 “Local VoIP-PSTN Traffic” is VoIP-PSTN Traffic that physically originates and terminates within the CenturyLink local calling area, or mandatory extended area service (EAS) area, as defined by the Commission or, if not defined by the Commission, then as defined in existing CenturyLink Tariffs or Price Lists, and shall be considered to be “Local Traffic” as such term is used in the Agreement.

2.135 “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 exchanged between CenturyLink’s network and the CLEC’s network in Time Division Multiplexing (“TDM”) format and that originates from and/or terminates to a Party’s End User in Internet Protocol (“IP”) format, as determined in the Order.

Article IV: INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC

3.3.2.8.4 Notwithstanding the foregoing, IntraLATA Toll VoIP-PSTN Traffic and IntraLATA Toll Traffic which is not routed to an IXC may be exchanged on the same trunk groups carrying Local Traffic and ISP Bound Traffic.

4.2.10 VoIP-PSTN Traffic

4.2.10.1 Local VoIP-PSTN Traffic

CLEC and CenturyLink will exchange Local VoIP-PSTN Traffic on the same basis and at the same rates as Local Traffic which is not VoIP-PSTN Traffic. 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 (i.e. the actual geographic end points of the 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 for Local VoIP-PSTN Traffic 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. This paragraph shall not be controlling nor affect the determination of the proper jurisdiction or the geographic end points of any traffic which is not VoIP-PSTN Traffic, including without limitation, any VNXX Traffic.

4.2.10.2 IntraLATA Toll VoIP-PSTN Traffic

4.2.10.2.1 CLEC and CenturyLink will exchange IntraLATA Toll VoIP-PSTN Traffic including any IntraLATA Toll VoIP-PSTN Traffic which transits a CenturyLink Tandem at each Party's terminating interstate access rates. Any non-Local Traffic which is not IntraLATA Toll VoIP-PSTN Traffic or IntraLATA Toll Traffic shall be routed on trunk groups in accordance with Section 3.3.2.8 in Article IV. VoIP-PSTN Traffic will be identified as IntraLATA Toll VoIP-PSTN Traffic, Local Traffic or ISP-Bound 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 (i.e. the actual geographic end points of the 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 for IntraLATA Toll VoIP-PSTN Traffic 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.

4.2.10.2.2 IntraLATA Toll VoIP-PSTN Traffic will be exchanged at each Party's interstate access tariff rates. Both Parties will use the Contract Percentage VoIP Usage (Contract-PVU) factor in Article VII: Pricing to determine the amount of intrastate non-Local Traffic exchanged by the Parties that shall be deemed as IntraLATA Toll VoIP-PSTN Traffic subject to terminating interstate access rates. The Parties shall also apply the Contract-PVU factor to any intrastate non-Local Traffic, which transits a CenturyLink Tandem, and the resulting portion of such traffic shall also be exchanged at interstate switched access tariff rates.

4.2.10.2.3 The Contract-PVU factor shall be the percentage of total terminating non-Local Traffic exchanged over the Local Interconnection Trunks which is IntraLATA Toll VoIP-PSTN Traffic, that in the absence of such Contract-PVU factor, would be billed at intrastate access rates. The Contract-PVU factor shall be based on information such as the percent of the CLEC's retail VoIP subscriptions in the state, traffic studies, actual call detail, or other relevant and verifiable information which will be exchanged by the parties. The Contract-PVU factor may be updated by a further Amendment mutually negotiated by the Parties.

4.2.10.2.4 The Contract-PVU factor established by the Parties for the previous sections of 4.2.10.2 shall be based on the particular characteristics of the traffic exchanged within the State between CLEC and CenturyLink and such Contract-PVU factor shall not be subject to adoption by anyone not a Party to this Agreement, or apply to any other service areas.

4.2.10.3 CenturyLink 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 IntraLATA Toll VoIP-PSTN Traffic on an automated basis. Using the factor agreed upon pursuant to this amendment the Parties agree that CLEC may dispute its usage billing for intrastate access charges on IntraLATA Toll VoIP-PSTN Traffic. If CLEC does dispute invoices for this purpose, it will pay the interstate access rate on such traffic consistent with application of the Contract-PVU factor on a timely basis according to the terms of the Agreement and will submit its dispute with respect to such intrastate access charges separately from any other usage billing disputes that CLEC might assert. The issuance of quarterly billing adjustments by CenturyLink to apply interstate access rates to all IntraLATA Toll VoIP-PSTN Traffic will resolve any open disputes submitted consistent with this paragraph. CLEC shall file a separate dispute if CLEC disputes the three month adjustment.

4.3.5 Each Party will provide the other with the proper signaling information (e.g., originating Calling Party Number (CPN), Charge Number (ChN), as appropriate, and 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 correctly populated and 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 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 by the CLEC then the ChN must be included in the ANI field if different from the CPN.

4.4.2 The Parties shall assume that Local Traffic originated by or terminating to the Parties' end-user customers is roughly balanced between the parties unless traffic studies indicate otherwise. Accordingly, the Parties agree to use a Bill-and-Keep Arrangement with respect to termination of Local Traffic only. Either Party may initiate a traffic study no more frequently than once every six (6) months. Such traffic study shall examine all Local Traffic excluding ISP-Bound Traffic. Should such traffic study indicate, in the aggregate, that either Party is terminating more than 60 percent of the other Party's total terminated minutes for Local Traffic excluding ISP-Bound Traffic, either Party may notify the other Party, with ninety (90) days advance written notice, to cancel the Bill-and-Keep Arrangement for such Local Traffic, excluding ISP-Bound Traffic. Upon receipt of such notice to cancel the Bill-and-Keep arrangement, the Parties will negotiate an amendment to this Agreement under applicable law reflecting the reciprocal compensation arrangement to be assessed by each Party for terminating Local Traffic. If the Parties are unable to negotiate such an amendment, the Parties agree to resolve the issue under the dispute resolution section of this Agreement. Notwithstanding anything in this Agreement to the contrary, the Parties may continue the Bill-and-Keep Arrangement by mutual agreement.

Article VII: PRICING

III. IntraLATA Toll VoIP-PSTN

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|----|--|---------------------------------------|
| A. | IntraLATA Toll VoIP-PSTN Traffic | Each Party's Interstate Access Tariff |
| B. | VoIP Percent of Intrastate
Non-Local Usage (Contract-PVU) | 100% |