ATTACHMENT 1

# PART A

**By and Between**

**BellSouth Telecommunications, Inc.**

**And**

**Level 3 Communications, L.L.C.**

7.1.1.1 Additionally, Local Traffic includes any cross boundary, voice-to-voice intrastate, interLATA or interstate, interLATA calls established as a local call by the ruling regulatory body.

7.1.2 ISP-bound Traffic is defined as calls to an information service provider or Internet service provider (ISP) that are dialed by using a local dialing pattern (7 or 10 digits)

7.1.3 Notwithstanding the definitions of Local Traffic and ISP-bound traffic above, and pursuant to the FCC's Order on Remand and Report and Order in CC Docket 99-68 released April 27, 2001 (ISP Order on Remand), BellSouth and Level 3 agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic delivered to BellSouth or Level 3 that exceeds a 3:1 ratio of terminating to originating traffic on a statewide basis shall be considered ISP-bound traffic for compensation purposes. BellSouth and Level 3 further agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic delivered to BellSouth or Level 3 that does not exceed a 3:1 ratio of terminating to originating traffic on a statewide basis shall be considered Local Traffic for compensation purposes.

7.2 The Parties shall compensate each other for the Call Transport and Termination of Local Traffic and ISP-Bound Traffic at the rate of $0.0007 per minute of use. For ISP-bound Traffic exchanged from the Effective Date of this Agreement until the expiration date of this Agreement, the Parties agree to apply the growth caps set forth in the FCC's ISP Order on Remand or as otherwise mutually agreed.

7.2.1 Any ISP-bound Traffic that exceeds the minute of use caps described above shall be exchanged on a bill and keep basis, and no compensation shall be paid to the terminating Party therefore for minutes of use.

7.2.2 Except as otherwise stated in this Agreement, nothing shall prevent Level 3 from purchasing, acquiring or otherwise obtaining and integrating the Local Traffic and ISP-bound Traffic switching operations or accounts of a third party telecommunications carrier into Level 3's business. BellSouth shall not be responsible for paying any more, and BellSouth reserves its right to argue that it should pay less, than the reciprocal compensation BellSouth may have otherwise been billed for with respect to such telecommunications carrier prior to the transaction by Level 3.

7.2.3 The appropriate elemental rates set forth in Exhibit A of this Attachment shall apply for Transit Traffic as described in Sections and below and to Multiple Tandem Access as described in Section above.

7.2.4 The Parties have been unable to agree as to the appropriate compensation for calls which originate in a LATA and terminate to a physical location outside of that LATA but to a number assigned to a rate center within that LATA. However,

# PART B

APPROVED
DATE JANUARY 28, 2005
COMMISSIONERS, D.T.E.

**AMENDMENT NO. 2**

**to the**

**INTERCONNECTION AGREEMENT**

**between**

**VERIZON NEW ENGLAND INC., D/B/A VERIZON MASSACHUSETTS**

**and**

**LEVEL 3 COMMUNICATIONS, LLC**

This Amendment No. 2 (the "Amendment") shall be deemed effective on the "Effective Date" by and between Verizon New England Inc., d/b/a Verizon Massachusetts ("Verizon"), a New York corporation with offices at 185 Franklin Street, Boston, MA 02110, and Level 3 Communications, LLC, a Delaware limited liability company with offices at 1025 Eldorado Boulevard, Broomfield, Colorado 80021 ("Level 3"). Verizon and Level 3 may hereinafter be referred to collectively as the "Parties" and individually as a "Party". This Amendment covers services in the Commonwealth of Massachusetts.

**WITNESSETH:**

**WHEREAS**, Verizon and Level 3 are Parties to an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated November 1, 2000 (the "Agreement"); and

**WHEREAS**, the Parties wish to amend the Agreement to reflect their agreement on intercarrier compensation and interconnection architecture as set forth in Attachment A to this Amendment.

**NOW, THEREFORE**, in consideration of the mutual promises, provisions and covenants herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The Parties agree that the terms and conditions set forth in Attachment A shall govern the Parties' mutual rights and obligations with respect to intercarrier compensation

**VZ/Level 3 Unitary Compensation and Interconnection Architecture**
**Contract Amendments**
**Effective 4/1/04**

Unitary Compensation Rate

- Applies to Local and ISP bound traffic (including VFX ISP traffic)
- $.0005/mou April 1-December 31 2004
- $.00045/mou January 1-December 31 2005
- $.0004/mou January 1 2006 through termination
- VZ payment for Local/ISP traffic mous capped based on volume of compensable mous sent to Level 3 between July 1 2002-June 30 2003; caps are 175% in 2004, 200% in 2005, 225% in 2006 and subsequent years
- Prerequisites to VZ payment: if there are outstanding billing disputes on the effective date, no compensation is to be paid for ISP traffic sent to L3 and reciprocal compensation rates apply to Local Traffic and ISP traffic from L3 to VZ; if L3 fails to comply with mutual POI architecture and/or call record requirements, then rate for traffic from VZ to L3 drops to zero (amendment sets dispute resolution process if L3 disagrees)
- Unitary rate does not apply to UNE P traffic

Compensation for VOIP Traffic

- VOIP traffic originating and terminating on the PSTN subject to interstate access (pursuant to FCC order released April 24 2004) subject to negotiation upon any change in law
- Parties do not agree on compensation for other VOIP traffic
- Level 3 to identify and track VOIP traffic originating from or terminating to PSTN
- Level 3 shall pay at least the unitary rate for VOIP traffic to VZ; VZ may bill access
- Parties agree to implement FCC VOIP orders retroactively to effective date of agreement (if FCC acts first on L3 VOIP petition, the parties will then implement any generic FCC VOIP order prospectively from the effective date of the generic order)
    - If the FCC treats VOIP as Information Service traffic or as Local Traffic, then VOIP traffic shall be subject to $.0007/mou (if VZ PSTN traffic to L3 VOIP is more than 10% greater than L3 VOIP to VZ PSTN traffic, then the rate paid by VZ for traffic in excess of the 10% imbalance shall be the unitary rate)

Call Records/Jurisdictional and Billing Indicators

- Billing shall be based on call records or other information that allows the receiving party to determine call jurisdiction in accordance with the agreement

# PART C

# MASTER INTERCONNECTION, COLLOCATION AND RESALE AGREEMENT FOR THE STATE OF MINNESOTA

*August 1, 2005*

*Level 3 Communications, LLC*
*and*

*Embarq Minnesota, Inc.*

54.4Technical Requirements for Interconnection

54.4.1 Interconnection at the Embarq Tandem

54.4.1.1 Interconnection to Embarq Tandem Switch(es) will provide Level 3 interconnection for service purposes to the Embarq end offices and NXXs which subtend that tandem(s), where interconnection trunking is provided, access to the toll network, and tandem switching for transit purposes.

54.4.1.2 Interconnection to an Embarq Tandem for transit purposes will provide access to telecommunications carriers which are connected to that Tandem Switch.

54.4.1.3 Where an Embarq Tandem Switch also provides End-Office Switch functions, interconnection to an Embarq tandem serving that exchange will also provide Level 3 access to Embarq's end offices.

54.4.2 Interconnection at the Embarq End Office

54.4.2.1 Interconnection to Embarq End Office Switch will provide Level 3 local interconnection for local service purposes to the Embarq NXX codes served by that end office and any Embarq NXXs served by remotes that subtend those End Offices.

## 55 INTERCARRIER COMPENSATION

55.1 Local Traffic and ISP-Bound Traffic exchanged by the Parties shall be compensated at $.0004 per minute use. ISP-Bound Traffic includes ISP-Bound traffic provisioned using virtual NXXs.

55.2 Compensation for the termination of intraLATA and interLATA toll traffic and the origination of 800 traffic between the interconnecting Parties shall be based on the applicable access charges in accordance with Embarq's tariffs, FCC and Commission Rules and Regulations, and consistent with the provisions of Part F of this Agreement. Level 3 must have a unique CIC for each type of service order. Specifically, Level 3 must have two CICs, one that is used for ordering IXC facilities for interexchange toll traffic and one that is used to order facilities for local exchange traffic. Where Level 3 interconnects with Embarq using Multi-jurisdictional Trunking, Level 3 may submit orders using the CIC applicable for local exchange traffic.

55.3 After the Parties implement interconnection arrangements for the exchange of Local Traffic, ISP-Bound Traffic, interLATA traffic and intraLATA traffic over the same interconnection trunks, Level 3 may also send VOIP Traffic, as defined below, over those trunks. Level 3 will compensate Embarq for all traffic missing information necessary for rating a call at a rate calculated consistent with, and in proportion to, the

# PART D

# INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996

**by and among**

**ILLINOIS BELL TELEPHONE COMPANY D/B/A SBC ILLINOIS,**
**INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A SBC INDIANA,**
**MICHIGAN BELL TELEPHONE COMPANY D/B/A SBC MICHIGAN,**
**NEVADA BELL TELEPHONE COMPANY D/B/A SBC NEVADA,**
**THE OHIO BELL TELEPHONE COMPANY D/B/A SBC OHIO,**
**PACIFIC BELL TELEPHONE COMPANY D/B/A SBC CALIFORNIA,**
**THE SOUTHERN NEW ENGLAND TELEPHONE COMPANY D/B/A SBC CONNECTICUT,**
**SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A SBC ARKANSAS,**
**SBC KANSAS, SBC MISSOURI, SBC OKLAHOMA AND/OR SBC TEXAS,**
**WISCONSIN BELL, INC. D/B/A SBC WISCONSIN**

**and**

**LEVEL 3 COMMUNICATIONS, LLC**

provisioning process will be the same as those used for SBC ILECs' Switched Access service.

4.14 The movement of existing trunks to new POIs, either on a rollover basis or a disconnect and add basis, will not be counted against any limitations otherwise placed on Level 3's ability to order and receive trunks in any given market.

4.15 In a blocking situation, Level 3 may escalate to its SBC ILEC Account Manager in order to request a shorter interval. The SBC ILEC Account Manager will obtain the details of the request and will work directly with the SBC ILEC LSC and network organizations in order to determine if Level 3's requested interval, or a reduced interval, can be met.

5.0 Compensable Traffic:

5.1 If Level 3 designates different rating and routing points such that traffic that originates in one rate center terminates to a routing point designated by Level 3 in a rate center that is not local to the calling party even though the called NXX is local to the calling party, such traffic ("Virtual Foreign Exchange" traffic) shall be rated in reference to the rate centers associated with the NXX prefixes of the calling and called parties' numbers, and treated as Local traffic for purposes of compensation.

5.2 Section 251(b)(5) traffic, Virtual Foreign Exchange, Mandatory Local, Optional EAS traffic will be combined with traffic terminated to Internet Service Providers (ISPs) to determine the Total Compensable Local Traffic.

5.3 For intrastate and interstate toll traffic, compensation for termination of intercompany traffic will be at terminating access rates for Message Telephone Service (MTS) and originating access rates for 800 Service, including the Carrier Common Line (CCL) charge where applicable, as set forth in each Party's applicable Tariffs, but such compensation shall not exceed the compensation contained in an ILEC's tariff in whose exchange area the End User is located.

5.4 Except as provided in Section 7.0 herein, all traffic terminated to SBC end users by Level 3 (including, but not limited to IP-PSTN traffic as defined herein), will be treated as if it were originated by Level 3 and compensated accordingly.

6.0 Rate Structure and Rate Levels:

Total Compensable Local Traffic as defined herein will be exchanged in all states at the rates set forth below . These rate shall be payable to the party on whose network the call is terminating, and shall apply symmetrically for traffic originated by one party and terminated on the other party's network.

| | |
|---|---|
| January 1, 2005 to June 30, 2005: | $.00050 per minute of use; |
| July 1, 2005 to December 31, 2005: | $.00045 per minute of use; |
| January 1, 2006 to Termination Date: | $.00040 per minute of use. |

In the event that this Third Amendment continues beyond the Termination Date as set forth in Section 1.1, the Parties agree that the rate for Total Compensable Local Traffic shall be $.00035 per minute of use.

7.0 IP-PSTN Traffic

7.1 For purposes of this agreement, Internet Protocol – Public Switched Telephone Network Traffic ("IP-PSTN Traffic") is defined as traffic that originates in IP format over a broadband connection, is transmitted to the IP service provider in IP format, is converted from IP format to circuit switched format and is terminated to a party served by a circuit switch; and/or,

7.2 For purposes of this agreement, Public Switched Telephone Network - Internet Protocol Traffic ("PSTN-IP Traffic") is defined as traffic that originates from a party served by a circuit switch, is converted from circuit-switched format to IP format, is transmitted by the IP service provider in IP format, and is terminated in IP format except that traffic PIC'd to an IXC is not included in this definition.

7.3 The Party delivering IP-PSTN Traffic for termination to the other Party's end user customer (the "Delivering Party") shall pay to the other party the rate for Total Compensable Local Traffic as defined in Section 6 above. On a monthly basis, no later than the 15th day of the succeeding month to which the calculation applies, the Delivering Party shall report its calculation of the difference between the amounts Level 3 paid to SBC for terminating such traffic (at rates applicable to Total Compensable Local Traffic (as defined herein)) and the amounts Level 3 would have paid had that traffic been rated according to SBC's intrastate or interstate switched access tariffs based upon originating and terminating NPA-NXX ("Delta"). By the first day of the following month, the Parties will agree on the amount of the Delta. At such time as the Delta exceeds $500,000 the Parties will negotiate resolution of the Delta for a period not to exceed eleven (11) business days. If the Parties are unable to reach resolution, Level 3 shall pay the Delta into an interest bearing escrow account with a Third Party escrow agent mutually agreed upon by the Parties.

7.4 To be acceptable, the escrow agent and escrow account must meet all of the criteria established in the General Terms and Conditions of the Parties' underlying Interconnection Agreement except disbursements from the escrow account will be limited to those authorized in writing by both Parties.

7.5 If SBC determines in good faith in any month that 2% or more of the traffic originated by Level 3 and/or its customers is classified by Level 3 (1) as IP-PSTN Traffic when it is not IP-PSTN Traffic (e.g. it is PSTN-IP-PSTN traffic), or (2) as traffic subject to the Total Compensable Local Traffic rate, when in reality the traffic is subject to the terminating party's state or federal switched access tariff the Parties agree: