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ICC Bill and Keep Amendment to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC and USA Mobility Wireless, Inc. for the State of Nebraska

This Amendment ("Amendment") is to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC ("CenturyLink"), a Colorado corporation, and USA Mobility Wireless, Inc. ("Paging Provider") (collectively, the "Parties").

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement, for service in the State of Nebraska, 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*, issued an order that affects the Parties rights and obligations with respect to the exchange of traffic between Paging Provider providers and LECs effective December 29, 2011 ("FCC Order" or "Order""); and

WHEREAS, CenturyLink has requested to amend the Agreement based on the Commission FCC Order; and

WHEREAS, the Parties agree to amend the Agreement based on 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 adding terms, conditions, and rates as set forth in Attachment 1 attached hereto and incorporated herein by this reference.

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

Effective Date

The Parties agree to implement the provisions of this Amendment effective July 1, 2012.

Further Amendments

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. Except as provided in the Agreement, this Amendment may not be further amended or altered, and no waiver of any provision thereof shall be effective, except by written instrument executed by an authorized representative of both Parties.

Entire Agreement

Other than the publicly filed Agreement and its Amendments, CenturyLink and Paging Provider have no agreement or understanding, written or oral, relating to the terms and conditions for interconnection.

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.

USA Mobility Wireless, Inc.

DocuSigned by:
Paul Grandfield
265AC1E002734AA...
Signature

Paul Grandfield
Name Printed/Typed

Executive VP Operations
Title

5/10/2012
Date

Qwest Corporation dba CenturyLink QC

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

L. T. Christensen
Name Printed/Typed

Director – Wholesale Contracts
Title

5/10/2012
Date

Attachment 1

Notwithstanding anything set forth in the Agreement to the contrary, the following terms and provisions shall govern the exchange of Non-Access Telecommunications Traffic, as defined in the Order, between the Parties.

1. General

   1.1. Bill and Keep shall mean the originating Party has no obligation to pay terminating charges to the terminating Party.

   1.2. Non-Access Telecommunications Traffic shall have the meaning set forth in 47 CFR §51.701(b) that is terminated as one way Land to Mobile (L-M) wireless traffic to Paging Provider's end users.

   1.3. All other terms not otherwise defined in this Amendment are as defined in the ICA.

2. Intercarrier Compensation.

   2.1. Bill and Keep shall apply to the exchange of Non-Access Telecommunications Traffic, solely between the Parties. This compensation arrangement shall supersede any previous language in the ICA and any usage-based terminating charges for End Office Call Termination listed in Appendix A of the ICA.

   2.2. Notwithstanding anything in this Amendment or in the Agreement to the contrary, Bill and Keep shall not apply to the right of CenturyLink to be compensated for Transit Traffic that transits a CenturyLink Tandem. Such Transit Traffic shall be at the same rates that existed prior to this Amendment, and any adjustment to reciprocal compensation rate element(s) that are assessed by a Party for terminating one way L-M Non-Access Telecommunications Traffic pursuant to the Order shall not apply for purposes of calculating the rate(s) to be charged by CenturyLink for providing a Transit Service.

3. Tandem Management.

   3.1. The originating company is responsible for payment of appropriate rates to the transit company and to the terminating company. However, when Transit Traffic originated by a third party is routed through a CenturyLink Tandem to Paging Provider, and the third party is not legally obligated to compensate CenturyLink for the Transit Service provided in transporting the traffic to Paging Provider as a result of paragraph 999 of the FCC Order, then Paging Provider will either:

      3.1.1. Establish direct interconnection with such third party; or

      3.1.2. Pay the Transit charges for such traffic.

   3.2. Transit Service is provided by CenturyLink, as a local and Access Tandem Switch provider to the Paging Provider to enable the completion of calls originated by or terminated to end users of another Telecommunications Carrier which is connected to CenturyLink's Switches.