

**ICC Bill and Keep Amendment
to the Wireless Interconnection Agreement between
Qwest Corporation dba CenturyLink QC
and
T-Mobile USA Inc. fka VoiceStream Wireless Corporation
for the State of Nebraska**

This Amendment ("Amendment") is to the Wireless Interconnection Agreement by and between Qwest Corporation dba CenturyLink QC ("CenturyLink") and T-Mobile USA Inc. fka VoiceStream Wireless Corporation ("T-Mobile") (T-Mobile and CenturyLink are referenced together as the "Parties").

RECITALS

WHEREAS, the Parties or their predecessors in interest entered into an Interconnection Agreement ("Agreement") for service in the State of Nebraska, that was approved by the Commission on August 7, 2001; and

WHEREAS, the Federal Communications Commission ("FCC") in Docket No. 01-92, *In the Matter of Developing a Unified Inter-carrier Compensation Regime*, has issued an order that changed the current state of applicable law with respect to, among other things, requirements surrounding the exchange of traffic between CMRS providers and LECs (collectively, the "FCC Orders" or "Orders"); and

WHEREAS, T-Mobile has requested to amend the Agreement based on the FCC Orders; and

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

By signature on this Amendment, the Parties have elected to modify existing contract terms of the Agreement in order to implement the applicable provisions of the above mentioned FCC Orders.

Effective Date

This Agreement shall become effective on the date of Commission approval; however, the Parties agree to implement the provisions of this Amendment effective July 1, 2012, pursuant to the FCC Order.

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, the Parties 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.

**T-Mobile USA Inc. fka VoiceStream
Wireless Corporation**

DocuSigned by:
Bryan Fleming
277AE0A2E930495

Signature

Bryan Fleming
Name Printed/Typed

Vice President – Tech Systems & Bus
Operations
Title

4/8/2014
Date

Qwest Corporation dba CenturyLink QC

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L T Christensen
DocuSigned By: L. T. Christensen

Signature

L. T. Christensen
Name Printed/Typed

Director – Wholesale Contracts
Title

4/9/2014
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 FCC Orders, between the Parties.

1. General.

- 1.1. "Bill and Keep" shall have the meaning set forth in 47 C.F.R. § 51.713.
- 1.2. Consistent with 47 C.F.R. § 51.701(b), "Non-Access Telecommunications Traffic" means traffic that is originated or terminated as wireless traffic by T-Mobile's end user or end users of other wireless carriers roaming on T-Mobile's network.
- 1.3 T-Mobile agrees that it will only route traffic from T-Mobile's wireless end users, or end users of other wireless carriers roaming on T-Mobile's network, to CenturyLink for termination to CenturyLink end users or as Transit Traffic destined for a third party. CenturyLink agrees that it will only route traffic from its own landline end users, or end users of local exchange carriers or CMRS providers with switches that subtend CenturyLink's Tandem Switch, to T-Mobile for termination to T-Mobile's own wireless end users.
- 1.4. All other terms not otherwise defined in this Amendment are as defined in the Agreement.

2. Intercarrier Compensation.

- 2.1. Bill and Keep shall apply to the exchange of Non-Access Telecommunications Traffic, solely when such traffic terminates to the end users of one of the Parties, or end users of other wireless carriers roaming on T-Mobile's network. This compensation arrangement shall supersede any previous usage-based terminating charges of:
 - 2.1.1. End Office Switching, Tandem Switching and/or Common Transport charges, or equivalent charges denominated in a similar fashion, such as End Office Call Termination, Tandem Switched Transport, Tandem Transmission, and the like; or
 - 2.1.2. Any "FCC Opt-In Compensation" or equivalent charges assessed in accordance with the interim rates previously prescribed pursuant to the *Order on Remand and Report and Order*, FCC 01-131, CC Dockets No. 96-98 and 99-68, adopted April 18, 2001 and subsequent orders of the FCC.
- 2.2. Notwithstanding anything in this Amendment or in the Agreement to the contrary, Bill and Keep shall not apply to CenturyLink's compensation for Transit Service. Transit Service shall be subject to the Transit Rate that existed prior to this Amendment, and any adjustment to reciprocal compensation rate element(s) that are assessed by a Party for terminating Non-Access Telecommunications Traffic pursuant to the Orders 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. When Transit Traffic originated by a third party is routed through a CenturyLink Tandem to T-Mobile, and the third party is not legally obligated to compensate CenturyLink for the Transit Service provided in transporting the traffic to T-Mobile as a result of paragraph 999 of the FCC Orders, then T-Mobile will either:

3.1.1. Establish direct interconnection with such third party; or

3.1.2. Pay the Transit Service charges for such traffic at the Transit Traffic rate set forth in the Agreement.

3.2. When CenturyLink bills T-Mobile under Section 3.1.2 above, CenturyLink shall provide sufficient detail for T-Mobile to verify the charges, and CenturyLink shall cooperate in providing any additional information requested by T-Mobile, including but not limited to call detail records, necessary to verify the accuracy of the charges.

4. Price Sheet Revisions. For purposes of reflecting the Bill and Keep arrangement in Section 2 above and the rates for third party originated Transit Service in accordance with Section 3.1 above, the Agreement is hereby amended by deleting in its entirety the schedule of rates and charges set forth in Part G of the Agreement (or in any other schedule, attachment or exhibit to the Agreement where the rates and charges under the Agreement are set forth), and replacing it with Exhibit A attached hereto. It is understood and agreed by the Parties that Exhibit A reflects the rates and charges which are currently being billed and paid by the Parties, except as the same have been modified by Section 2 and Section 3 above, and that neither Party will seek billing adjustments for past periods based upon the rates shown on the attached Exhibit A that have been historically charged and paid for the period up to and including the date of this Amendment, except for any billing adjustments which may be necessary or appropriate to give effect to Section 2 and Section 3.1 above as of the date this Amendment is implemented.

5. Reservation of Rights. Notwithstanding anything in this Amendment or in the Agreement to the contrary, and notwithstanding the execution of this Amendment by the Parties, if as a result of any effective and unstayed decision, order, reconsideration or determination of any judicial or regulatory authority with competent jurisdiction, any provisions in the FCC Orders regarding the Bill-and-Keep arrangements for Non-Access Telecommunications Traffic are stayed, revised, modified, reversed or remanded, then the Parties agree to comply with all requirements of such applicable effective and unstayed decision, order, reconsideration or determination.

Amendment				Bill and Keep		Notes			
				Recurring	Recurring Per Mile	Non-Recurring	REC C	REC per Mile	NRC
6.0	Interconnection								
	6.1	Entrance Facilities							
		6.1.1	DS1	\$79.98		\$179.89	A		A
		6.1.2	DS3	\$429.36		\$314.74	A		A
	6.2	EICT							
		6.2.1	Per DS1	\$0.00		\$0.00	6		6
		6.2.2	Per DS3	\$0.00		\$0.00	6		6
	6.3	Direct Trunked Transport							
		6.3.1	DS0 (Recurring Fixed & per Mile)						
			6.3.1.1 Over 0 to 8 Miles	\$20.95	\$0.23		A	A	
			6.3.1.2 Over 8 to 25 Miles	\$21.00	\$0.13		A	A	
			6.3.1.3 Over 25 to 50 Miles	\$21.11	\$0.11		A	A	
			6.3.1.4 Over 50 Miles	\$21.19	\$0.07		A	A	
		6.3.2	DS1 (Recurring Fixed & per Mile)						
			6.3.2.1 Over 0 to 8 Miles	\$34.12	\$3.25		A	A	
			6.3.2.2 Over 8 to 25 Miles	\$34.95	\$3.28		A	A	
			6.3.2.3 Over 25 to 50 Miles	\$36.80	\$1.86		A	A	
			6.3.2.4 Over 50 Miles	\$35.44	\$0.79		A	A	
		6.3.3	DS3 (Recurring Fixed & per Mile)						
			6.3.3.1 Over 0 to 8 Miles	\$219.24	\$54.79		A	A	
			6.3.3.2 Over 8 to 25 Miles	\$222.65	\$17.32		A	A	
			6.3.3.3 Over 25 to 50 Miles	\$204.76	\$21.47		A	A	
			6.3.3.4 Over 50 Miles	\$216.42	\$14.86		A	A	
	6.4	Multiplexing							
		6.4.1	DS1 to DS0	\$233.80		\$203.08	A		A
		6.4.2	DS3 to DS1	\$248.81		\$203.08	A		A
	6.5	Trunk Nonrecurring Charges							
		6.5.1	DS1 Interface						
			6.5.1.1 First Trunk			\$262.34			A
			6.5.1.2 Each Additional Trunk			\$4.74			A
		6.5.2	DS3 Interface						
			6.5.2.1 First Trunk			\$267.84			A
			6.5.2.2 Each Additional Trunk			\$10.25			A
		6.5.3	Trunk Routing Change, per Type 2 Trunk Group						
			6.5.3.1 2A Direct Final to Alternate Final			\$76.42			1
			6.5.3.2 Type 2 Routing Translation Change			\$76.42			1
	6.6	Ancillary Trunks							
		6.6.1	One-Way Out Only, Ancillary Trunks, per Trunk	\$38.20		\$45.00			
	6.7	Intentionally Left Blank							
	6.8	Intentionally Left Blank							
	6.9	Miscellaneous Charges							
		6.9.1	Cancellation Charge			CenturyLink QC's Nebraska Access Service Catalog			
		6.9.2	Expedite Charge			CenturyLink QC's Nebraska Access Service Catalog			
		6.9.3	Additional Testing			CenturyLink QC's Nebraska Access Service Catalog			
	6.10	Transit Traffic							
		6.10.1	Local Transit (Assumed Mileage = 15 Miles) , per Minute of Use	\$0.0014545			A & #		
		6.10.2	IntraLATA Toll Transit, Per Minute of Use	\$0.003005			1		
		6.10.3	Third Party Originated Local Transit Traffic (Assumed Mileage = 15 Miles), Per Minute of Use	\$0.0014545			A, B & #		
		6.10.4	Third Party Originated IntraLATA Toll Transit, Per Minute of Use	\$0.003005			1 & B		
	6.11	Jointly Provided Switched Access Services							
		6.11.1	Mechanized Access Records, per Record	\$0.001723			A		

**Wireless Type 2 Exhibit A
Nebraska**

				Recurring	Recurring Per Mile	Non-Recurring	REC	REC per Mile	NRC
6.12	InterMTA Traffic			CenturyLink QC's FCC Switched Access Tariff					
	6.10.2	Percentage of M-L InterMTA Usage		5%					
	6.12.2	Percentage of L-M InterMTA Usage		5%					
6.13	Percent Local Usage Factors								
	6.13.1	PLU		23.50%					
7.0	Intentionally Left Blank								
8.0	Intentionally Left Blank								
9.0	Ancillary Services								
9.1	Local Number Portability								
	9.1.1	LNP Queries		See FCC Tariff #1 Sections 13 & 20		See FCC Tariff #1 Sections 13 & 20			
	9.1.2	LNP Managed Cuts							
		9.1.2.1	Standard Managed Cuts, per Person, per Half Hour			\$27.38			1
		9.1.2.2	Overtime Managed Cuts, per Person, per Half Hour			\$35.43			1
		9.1.2.3	Premium Managed Cuts, per Person, per Half Hour			\$43.49			1
9.2	911 / E911			No Charge		No Charge			
9.3	Intentionally Left Blank								
9.4	Access to Poles, Ducts, Conduits and Rights of Way (ROW)								
	9.4.1	Pole Inquiry Fee, per Mile				\$304.67			A
	9.4.2	Innerduct Inquiry Fee, per Mile				\$366.22			A
	9.4.3	ROW Inquiry Fee, per Inquiry				\$135.35			A
	9.4.4	ROW Document Preparation Fee				\$135.35			A
	9.4.5	Field Verification Fee, per Pole				\$33.84			A
	9.4.6	Field Verification Fee, per Manhole				\$439.88			A
	9.4.7	Planner Verification, per Manhole				\$15.09			A
	9.4.8	Manhole Verification Inspector, per Manhole				\$270.70			A
	9.4.9	Manhole Make-Ready Inspector, per Manhole				\$406.04			A
	9.4.10	Intentionally Left Blank							
	9.4.11	Pole Attachment Fee, per Foot, per Year							
		9.4.11.1	Urban	\$1.77			4		
		9.4.11.2	Non-Urban	\$2.66			4		
	9.4.12	Innerduct							
		9.4.12.1	Intentionally Left Blank						
		9.4.12.2	Innerduct Occupancy Fee, per Foot, per Year	\$0.2037			4		
	9.4.13	Access Agreement Consideration				\$10.00			5
	9.4.14	Make Ready				ICB			3
10.0	Intentionally Left Blank								
11.0	Access to Operational Support Systems (OSS)								
	11.1	Development and Enhancements, per Order				No Charge at this Time			6
	11.2	Ongoing Operations, per Order				No Charge at this Time			6
12.0	Maintenance and Repair								
	12.1	Trouble Isolation							
		12.1.1	Maintenance of Service for non-Qwest Trouble, per Half Hour or fraction thereof						
			12.1.1.1 Maintenance of Service - Basic			\$26.18			A
			12.1.1.2 Maintenance of Service - Overtime			\$34.96			A
			12.1.1.3 Maintenance of Service - Premium			\$43.76			A
		12.1.2	Dispatch for non-Qwest Trouble			\$79.80			A
13.0	Intentionally Left Blank								
14.0	Intentionally Left Blank								
15.0	Intentionally Left Blank								
16.0	Bona Fide Request Process								
	16.1	Processing Fee				\$2,273.80			A
17.0	Intentionally Left Blank								
18.0	Intentionally Left Blank								

**Wireless Type 2 Exhibit A
Nebraska**

		Recurring	Recurring Per Mile	Non-Recurring	REC	REC per Mile	NRC
19.0	Construction Charges	ICB		ICB	3		3
NOTES:							
*	Unless otherwise indicated, all rates are pursuant Nebraska Public Service Commission Dockets listed below:						
A	Cost Docket C-2516 / PI-49 Effective 6/7/02						
B	FCC Docket No. 01-92 Effective 12-29-11						
#	Voluntary Rate Reduction Docket C-2516/ PI-49, C-266, C-2750, effective 6/7/02. Reductions reflected in the 6/2/02 Exhibit A. All carriers will receive the voluntarily reduced rates unless they explicitly request the higher Ordered rates.						
###	Third Voluntary Rate Reduction Docket C-2516/ PI-49, C-266, C-2750, effective 12/18/02. Reductions reflected in the 10/16/02 Exhibit A.						
1	Rates not addressed in Cost Docket (TELRIC-based costs where required)						
2	Market Based Rates						
3	Individual Case Basis- ICB						
4	Rates based on FCC guidelines.						
5	Rate agreed upon in 271 workshops.						
6	Qwest has agreed to a Bill and keep arrangement for EICT, pursuant to 271 workshops.						
7	The provision of transiting services is not required pursuant to Section 251 of the Telecommunications Act. Qwest has chosen to offer this service as part of its interconnection agreement.						