

**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 Utah**

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 Utah, that was approved by the Commission on March 11, 2002; and

WHEREAS, the Federal Communications Commission ("FCC") in Docket No. 01-92, *In the Matter of Developing a Unified Intercarrier 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**

Qwest Corporation dba CenturyLink QC

Signature

Signature

Bryan Fleming
Name Printed/Typed

L. T. Christensen
Name Printed/Typed

Vice President – Tech Systems & Bus
Operations
Title

Director – Wholesale Contracts
Title

Date

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.