

**ICC Bill and Keep Amendment  
to the Type 2 Wireless Interconnection Agreement  
between  
Qwest Corporation dba CenturyLink QC  
and  
Cricket Communications, Inc.  
for the State of Utah**

This Amendment ("Amendment") is to the Type 2 Wireless Interconnection Agreement by and between Qwest Corporation dba CenturyLink QC (f/k/a U S WEST Communications, Inc.) ("CenturyLink") and Cricket Communications, Inc. ("Carrier"); (collectively, the "Parties").

**RECITALS**

WHEREAS, the Parties entered into an Interconnection Agreement, for service in the State of Utah, that was approved by the Commission in 2000 ("Agreement"); 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 changed the current state of applicable law with respect to, among other things, requirements surrounding the exchange of traffic between CMRS providers and LECs effective December 29, 2011 ("FCC Order" or "Order"); and

WHEREAS, Carrier has requested to amend the Agreement based on the 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 this Amendment and Attachment 1, attached hereto and incorporated herein by this reference.

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

**Effective Date**

This Amendment shall become effective on the date of Commission Approval; however, the Parties agree to implement the provisions of this Amendment effective September 1, 2012 pursuant to the FCC Order and mutual agreement.

**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 Carrier 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.

**Cricket Communications, Inc.**

DocuSigned by:  
*Todd Norman*  
C612446898BC460...

\_\_\_\_\_  
Signature

Todd Norman  
Name Printed/Typed

Director Procurement – Network  
Title

6/23/2014

\_\_\_\_\_  
Date

**Qwest Corporation dba CenturyLink QC**

DocuSigned by:  
*Larry Christensen*  
05E9FC68BD57454...

\_\_\_\_\_  
Signature

L. T. Christensen  
Name Printed/Typed

Director – Wholesale Contracts  
Title

6/24/2014

\_\_\_\_\_  
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 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 originated or terminated as wireless traffic by Carrier's end user.
- 1.3. Carrier agrees that it will only route traffic from its own wireless end users to CenturyLink for termination to CenturyLink end users or as Transit Traffic destined for a third party. In the event Carrier routes any traffic from third parties to CenturyLink in violation of this paragraph, CenturyLink shall be entitled to seek injunctive relief and to recover damages, including without limitation, compensation for such traffic at the rate that is then applicable to intrastate access traffic.
- 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. This compensation arrangement shall supersede any previous usage-based terminating charges of:
  - 2.1.1. End Office Switching/Call Termination, Tandem Switching/Tandem Switched Transport, Common Transport, Tandem Transmission charges and/or equivalent charges (except as provided in Section 2.2.2); 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 the right of CenturyLink to be compensated for:
  - 2.2.1. 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 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.
  - 2.2.2. Common Transport for Indirect Traffic which is originated by Carrier and terminated to CenturyLink. Such Common Transport rate shall be at the same rates that existed prior to the 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 Order shall not apply for purposes of calculating the rate(s) to be charged by CenturyLink for providing Common Transport associated with Indirect Traffic.

3. Traffic Delivery Arrangements. For purposes of determining the relevant network points for delivery and exchange of traffic pursuant to this Amendment, the Parties acknowledge and agree as follows:

- 3.1. Tandem Management.

- 3.1.1. When Transit Traffic originated by a third party is routed through a CenturyLink Tandem to Carrier, and the third party rural incumbent local exchange carrier ("rural ILEC") is not legally obligated to compensate CenturyLink for the Transit Service provided in transporting the traffic to Carrier as a result of paragraph 999 of the FCC Order, then Carrier will either:

- 3.1.1.1. Establish direct interconnection with such third party rural ILEC; or

- 3.1.1.2. Pay the Transit charges for such traffic.

- 3.1.2. Carrier agrees not to route Transit Traffic to a non-CenturyLink Tandem when the NPA-NXX of the number called is rated within CenturyLink's tandem serving area, and Carrier shall reimburse CenturyLink for any terminating compensation charged to CenturyLink by a third party terminating carrier as a result of any such double tandem Transit Traffic routed by Carrier. In addition, Carrier will be financially responsible for any Transit charges of CenturyLink on such traffic.

- 3.1.3. To the extent network and contractual arrangements exist with all necessary parties throughout the term of the Agreement, CenturyLink Transit Services are available solely at the CenturyLink Tandem providing the Transit Service for those third party carriers that are listed in the LERG as subtending that CenturyLink Tandem and are directly connected to the same CenturyLink Tandem.

- 3.1.4. In the event Transit Traffic routed by Carrier is blocked by a third party, the Parties understand and agree that it is the sole responsibility of Carrier to resolve the dispute. Carrier acknowledges that CenturyLink does not have any responsibility to pay, and Carrier indemnifies CenturyLink against any third-party Telecommunications Carrier charges for termination of any identifiable Transit Traffic routed to CenturyLink by Carrier.

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, CenturyLink reserves the absolute right to charge and collect any compensation that it would otherwise have been entitled to in the absence of the FCC Order or this Amendment, and this Amendment shall immediately become void *ab initio*, if the application of the Bill and Keep compensation framework within the FCC Order is in any way stayed or modified or subsequently determined by the FCC or a court of competent jurisdiction to be discriminatory, unfair, or otherwise improper, unlawful, unenforceable, without adequate legal support or inapplicable.

**Wireless Type 2 Exhibit A  
Utah**

Amendment		Options		Bill and Keep		Notes			
				Recurring	Recurring Per Mile	Non-Recurring	REC	REC per Mile	NRC
<b>6.0</b>	<b>Interconnection</b>								
	<b>6.1</b>	<b>Entrance Facilities</b>							
	6.1.1	DS1 (Recurring Fixed & per Mile)			\$46.20	\$13.67		E	E
		6.1.1.1	Installation				\$95.88		C
		6.1.1.2	Disconnect				\$24.70		C
	6.1.2	DS3 (Recurring Fixed & per Mile)			\$207.43	\$50.26		E	E
		6.1.2.1	Installation				\$123.85		C
		6.1.2.2	Disconnect				\$47.83		C
	<b>6.2</b>	<b>EICT</b>							
	6.2.1	Per DS1			\$0.00		\$0.00	C	C
	6.2.2	Per DS3			\$0.00		\$0.00	C	C
	<b>6.3</b>	<b>Direct Trunked Transport</b>							
	6.3.1	DS0 (Recurring Fixed & per Mile)							
		6.3.1.1	Over 0 to 8 Miles		\$19.03	\$0.21		E	E
		6.3.1.2	Over 8 to 25 Miles		\$19.05	\$0.13		E	E
		6.3.1.3	Over 25 to 50 Miles		\$19.06	\$0.07		E	E
		6.3.1.4	Over 50 Miles		\$19.09	\$0.05		E	E
	6.3.2	DS1 (Recurring Fixed & per Mile)							
		6.3.2.1	Over 0 to 8 Miles		\$32.52	\$1.65		E	E
		6.3.2.2	Over 8 to 25 Miles		\$33.52	\$2.78		E	E
		6.3.2.3	Over 25 to 50 Miles		\$33.48	\$1.25		E	E
		6.3.2.4	Over 50 Miles		\$33.72	\$0.89		E	E
	6.3.3	DS3 (Recurring Fixed & per Mile)							
		6.3.3.1	Over 0 to 8 Miles		\$207.43	\$50.26		E	E
		6.3.3.2	Over 8 to 25 Miles		\$210.65	\$15.70		E	E
		6.3.3.3	Over 25 to 50 Miles		\$193.71	\$19.69		E	E
		6.3.3.4	Over 50 Miles		\$204.73	\$13.63		E	E
	<b>6.4</b>	<b>Multiplexing</b>							
	6.4.1	DS1 to DS0			\$151.43		\$105.99	C	1
	6.4.2	DS3 to DS1			\$192.25			C	
		6.4.2.1	Installation				\$76.72		C
		6.4.2.2	Disconnect				\$29.27		C
	<b>6.5</b>	<b>Trunk Nonrecurring Charges</b>							
	6.5.1	DS1 Interface							
		6.5.1.1	First Trunk						
			6.5.1.1.1	Installation			\$94.96		C
			6.5.1.1.2	Disconnect			\$43.33		C
		6.5.1.2	Each Additional Trunk						
			6.5.1.2.1	Installation			\$2.49		C
			6.5.1.2.2	Disconnect			\$0.76		C
	6.5.2	DS3 Interface							
		6.5.2.1	First Trunk						
			6.5.2.1.1	Installation			\$97.86		C
			6.5.2.1.2	Disconnect			\$44.17		C
		6.5.2.2	Each Additional Trunk						
			6.5.2.2.1	Installation			\$5.40		C
			6.5.2.2.2	Disconnect			\$1.60		C
	6.5.3	Trunk Routing Change, per Type 2 Trunk Group							
		6.5.3.1	2A Direct Final to Alternate Final				\$76.86		1
		6.5.3.2	Type 2 Routing Translation Change				\$76.86		1
	<b>6.6</b>	<b>Ancillary Trunks</b>							
	6.6.1	One-Way Out Only, Ancillary Trunks, per Trunk							
		6.6.1.1	Zones (01) (02)		\$16.14		\$54.72		
		6.6.1.2	Zones (03) (05) (06) (07)		\$18.14		\$54.72		
		6.6.1.3	Zone (04)		\$18.90		\$54.72		
		6.6.1.4	Zone (09)		\$18.81		\$54.72		
	<b>6.7</b>	<b>Intentionally Left Blank</b>							
	<b>6.8</b>	<b>Intentionally Left Blank</b>							
	<b>6.9</b>	<b>Miscellaneous Charges</b>							
	6.9.1	Cancellation Charge					CenturyLink QC's Utah Access Service Tariff		

**Wireless Type 2 Exhibit A  
Utah**

				Recurring	Recurring Per Mile	Non-Recurring	REC	REC per Mile	NRC
	6.9.2	Expedite Charge				CenturyLink QC's Utah Access Service Tariff			
	6.9.3	Additional Testing				CenturyLink QC's Utah Access Service Tariff			
<b>6.10</b>	<b>Transit Traffic</b>								
	6.10.1	Local Transit (Assumed Mileage = 8 Miles) , per Minute of Use							
		6.10.1.1	Zone 1 - Urban		0.0018122		F		
		6.10.1.2	Zone 2 - Suburban		0.0017902		F		
		6.10.1.3	Zone 3 - Rural		0.0018132		F		
	6.10.2	IntraLATA Toll Transit, Per Minute of Use			\$0.002745		1		
	6.10.3	Third Party Originated Local Transit Traffic (Assumed Mileage = 8 Miles), Per Minute of Use							
		6.10.3.1	Zone 1 - Urban		0.0018122		F & G		
		6.10.3.2	Zone 2 - Suburban		0.0017902		F & G		
		6.10.3.3	Zone 3 - Rural		0.0018132		F & G		
	6.10.4	Third Party Originated IntraLATA Toll Transit, Per Minute of Use			\$0.002745		G & 1		
<b>6.11</b>	<b>Jointly Provided Switched Access Services</b>								
	6.11.1	Mechanized Access Records, per Record			\$0.001222		C		
<b>6.12</b>	<b>InterMTA Traffic</b>					CenturyLink QC's FCC Switched Access Tariff			
	6.12.1	Percentage of M-L InterMTA Usage			0%				
	6.12.2	Percentage of L-M InterMTA Usage			10%				
<b>6.13</b>	<b>Percent Local Usage Factors</b>								
	6.13.1	PLU			26.52%				
<b>7.0</b>	<b>Intentionally Left Blank</b>								
<b>8.0</b>	<b>Intentionally Left Blank</b>								
<b>9.0</b>	<b>Ancillary Services</b>								
<b>9.1</b>	<b>Local Number Portability</b>								
	9.1.1	LNP Queries			See FCC Tariff #1 Section 13 & 20	See FCC Tariff #1 Section 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
<b>9.2</b>	<b>911 / E911</b>				No Charge	No Charge			
<b>9.3</b>	<b>Intentionally Left Blank</b>								
<b>9.4</b>	<b>Access to Poles, Ducts, Conduits and Rights of Way (ROW)</b>								
	9.4.1	Pole Inquiry Fee, per Mile				\$0.00			C
	9.4.2	Innerduct Inquiry Fee, per Mile				\$0.00			C
	9.4.3	ROW Inquiry Fee, per Inquiry				\$18.50			C
	9.4.4	ROW Document Preparation Fee				\$36.99			C
	9.4.5	Field Verification Fee, per Pole				\$6.00			C
	9.4.6	Field Verification Fee, per Manhole				\$73.99			C
	9.4.7	Planner Verification, per Manhole				\$0.00			C
	9.4.8	Manhole Verification Inspector, per Manhole				\$73.99			C
	9.4.9	Manhole Make-Ready Inspector, per Manhole				\$73.99			C
	9.4.10	Intentionally Left Blank							
	9.4.11	Pole Attachment Fee, per Foot, per Year							
		9.4.11.1	Urban		\$3.49		4		
		9.4.11.2	Non-Urban		\$5.26		4		
	9.4.12	Innerduct							
		9.4.12.1	Intentionally Left Blank						
		9.4.12.2	Innerduct Occupancy Fee, per Foot, per Year		\$0.4268				
	9.4.13	Access Agreement Consideration				\$10.00			8
	9.4.14	Make Ready				ICB			3
<b>10.0</b>	<b>Intentionally Left Blank</b>								
<b>11.0</b>	<b>Access to Operational Support Systems (OSS)</b>								
	11.1	Development and Enhancements, per Order				No Charge at this Time			6

**Wireless Type 2 Exhibit A  
Utah**

					Recurring	Recurring Per Mile	Non-Recurring	REC	REC per Mile	NRC
	11.2	Ongoing Operations, per Order					No Charge at this Time			9
	<b>12.0</b>	<b>Maintenance and Repair</b>								
	<b>12.1</b>	<b>Trouble Isolation</b>								
	12.1.1	Maintenance of Service for non-Qwest Trouble, per Half Hour or fraction thereof								
		12.1.1.1 Maintenance of Service - Basic					\$25.37			C
		12.1.1.2 Maintenance of Service - Overtime					\$33.89			C
		12.1.1.3 Maintenance of Service - Premium					\$42.42			C
	12.1.2	Dispatch for non-Qwest Trouble					\$43.63			C
	<b>13.0</b>	<b>Intentionally Left Blank</b>								
	<b>14.0</b>	<b>Intentionally Left Blank</b>								
	<b>15.0</b>	<b>Intentionally Left Blank</b>								
	<b>16.0</b>	<b>Bona Fide Request Process</b>								
	16.1	Processing Fee					\$1,322.42			C
	<b>17.0</b>	<b>Intentionally Left Blank</b>								
	<b>18.0</b>	<b>Intentionally Left Blank</b>								
	<b>19.0</b>	<b>Construction Charges</b>			ICB		ICB	3		3
<b>NOTES:</b>										
	*	Unless otherwise indicated, all rates are pursuant to Utah Public Service Commission Dockets listed below:								
	A	Cost Docket 94-999-01 Phase III Effective 6/2/99								
	B	Cost Docket 99-049-20 (Resale) Effective 2/28/00								
	C	Cost Docket 00-049-105 effective 7/10/02								
	E	Cost Docket 00-049-105 Reconsideration Effective 11/15/03								
	F	Cost Docket 01-049-85, Switching Portion, Effective 1/15/04								
	G	FCC Docket No. 01-92 Effective 12-29-11								
	###	Docket 00-049-08 Third Voluntary Rate Reduction. Effective December 16, 2002 and reductions are reflected in the October 16, 2002 Exhibit A. Rates reaffirmed in Cost Docket No. 01-049-85 Order.								
	1	Rates not addressed in Cost Docket (TELRIC-based costs where required)								
	2	Market-based rates not proposed in Cost Docket								
	3	ICB, Individual Case Basis pricing.								
	4	Rates per FCC Guidelines								
	5	DS0 service is available for existing customers as of 2/9/04.								
	6	Qwest will not charge for this element until the Commission has an opportunity to review and approve a rate in a future cost proceeding.								
	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, but this service is not required to be priced according to a TELRIC methodology.								
	8	Rate agreed upon in 271 workshops.								