

**Amendment  
to Type 2 Wireless Interconnection Agreement between  
Qwest Corporation and  
Cellco Partnership d/b/a Verizon Wireless  
for the State of Nebraska**

This is an Amendment ("Amendment") to the Type 2 Wireless Interconnection Agreement effective August 22, 1997 between Qwest Corporation ("Qwest"), formerly known as U S WEST Communications, Inc., a Colorado corporation, and Cellco Partnership, d/b/a Verizon Wireless ("VZW"), as successor-in-interest to U S West NewVector Group, Inc. and Omaha Cellular Telephone Company d/b/a AirTouch Cellular, with respect to and on behalf of the FCC CMRS licensee(s) and markets listed in Attachment A (collectively, "Cellco"). VZW and Qwest shall be known jointly as the "Parties".

**RECITALS**

WHEREAS, VZW and Qwest entered into the aforementioned Interconnection Agreement ("Agreement") which was approved by the appropriate state Commission ("Commission"); and

WHEREAS, the FCC issued an Order on Remand and Report and Order in CC Docket Nos. 96-98 and 99-68 regarding intercarrier compensation for Internet service provider ("ISP")-bound traffic (the "Order"); and

WHEREAS, the Parties wish to amend the Agreement to implement the requirements of aforementioned Order under 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 to amend the Agreement as follows:

**Definitions**

For purposes of the Agreement and this Amendment, the following definitions shall apply:

1.1 "Bill and Keep" is an arrangement where neither Qwest nor VZW charges the other for terminating traffic that originates on the other Party's network. Instead, each carrier recovers from its own end users the cost of both originating traffic that it delivers to the other carrier's network and terminating traffic that it receives from the other carrier's network. Bill and Keep does not include intercarrier charges for the transport of Transit Traffic between the Qwest and VZW networks.

1.2 "ISP-bound traffic" means the offering of information access pursuant to 47 U.S.C. § 251(g) and the Order with respect to information services as defined in 47 U.S.C. § 153(20), and includes telecommunications traffic delivered to an ISP.

**2. ISP-bound Traffic**

2.1 Qwest elects to exchange ISP-bound traffic in accordance with the terms, conditions and rates established by the FCC pursuant to the Order effective June 14, 2001.

2.2 To the extent a Party exchanges ISP-bound traffic with the other Party, the compensation for Interconnection configurations between Qwest and VZW for the exchange of ISP-bound traffic pursuant to the Agreement is as follows:

2.2.1 Identification of ISP-bound traffic -- Traffic delivered by Qwest to VZW under this Agreement that exceeds a 3:1 ratio of terminating (Qwest to VZW) to originating (VZW to Qwest) will be presumed to be ISP-bound traffic. Either Party may rebut this presumption by demonstrating to the state Commission that traffic above or below the 3:1 ratio is in fact Local Traffic delivered to non-ISP customers. Traffic exchanged that is determined by the state Commission not to be ISP-bound traffic will otherwise be considered to be Local Traffic subject to reciprocal compensation under 47 U.S.C. § 251(b)(5).

2.2.2 Growth Ceilings for ISP-bound Traffic -- Intercarrier compensation for ISP-bound traffic originated by Qwest end users and terminated by VZW will be subject to growth ceilings in accordance with the Order. ISP-bound traffic minutes of use ("MOU") exceeding the growth ceiling will be subject to Bill and Keep in accordance with the Order.

2.2.2.1 For the year 2001, VZW may receive compensation, pursuant to the Agreement, for ISP-bound traffic minutes up to a ceiling equal to, on annualized basis, the number of ISP-bound traffic minutes for which VZW was entitled to compensation under the Agreement during the first quarter of 2001, plus a ten percent (10%) growth factor.

2.2.2.2 For 2002, VZW may receive compensation, pursuant to the Agreement, for ISP-bound traffic minutes up to a ceiling equal to the minutes for which it was entitled to compensation under the Agreement in 2001, plus another ten percent (10%) growth factor.

2.2.2.3 In 2003, VZW may receive compensation, pursuant to a the Agreement, for ISP-bound traffic minutes up to a ceiling equal to the 2002 ceiling applicable to the Agreement.

2.2.3 Rates -- Intercarrier compensation for the transport and termination of ISP-bound traffic exchanged between Qwest and VZW will be billed in accordance with the Agreement at the following rate:

2.2.3.1 \$ 0.0015 per MOU for six (6) months from June 14, 2001 through December 13, 2001.

2.2.3.2 \$ 0.0010 per MOU for eighteen (18) months from December 14, 2001 through June 13, 2003.

2.2.3.3 \$ 0.0007 per MOU from June 14, 2003 until June 13, 2004 or until further FCC action on intercarrier compensation, whichever is later.

2.2.4 Compensation for ISP-bound traffic in Interconnection configurations between Qwest and VZW not exchanging traffic pursuant to the Agreement prior to adoption of the Order on April 18, 2001 will be on a Bill and Keep basis until further FCC action on intercarrier

compensation. This includes VZW's entry into a new market and VZW's expansion into a market it previously had not served.

**3. Reciprocal Compensation For EAS/Local Traffic**

Notwithstanding any provision of the Agreement to the contrary, the Parties agree to exchange all EAS/Local Traffic otherwise subject to reciprocal compensation under 47 U.S.C. § 251(b)(5) and the FCC's regulations at the rates set forth in Section 2.2.3 above, pursuant to the Order. The rate shall apply to all EAS/Local Traffic in lieu of End Office call termination, Tandem Switching and Tandem Switched Transport rate elements otherwise set forth in the Agreement. In the event the state Commission has issued a statewide order requiring Qwest to exchange ISP-bound traffic prior to June 14, 2001, at rates below the rates set forth in Section 2.2.3 above, or otherwise required Bill and Keep, then the rates set forth in Section 2.2.3 shall be superceded in favor of the lower rates or Bill and Keep as required by the Commission. In the event the state Commission orders, or has ordered, statewide reciprocal compensation rates for voice traffic applicable to Qwest that are lower than the rates set forth in Section 2.2.3 above, or otherwise requires statewide Bill and Keep, then the rates set forth in Section 2.2.3 shall be superceded in favor of the lower Commission-ordered rates or Bill and Keep. It is the intent of the Parties that the applicable rate for the exchange of EAS/Local Traffic under the Agreement shall be consistent with the requirements of the Order.

**4. Effective Date**

In accordance with the Agreement, this Amendment shall be deemed effective upon approval by the Commission; however, the Parties agree to implement the provisions of this Amendment as of June 14, 2001.

**5. Further Amendments**

All capitalized terms in this Amendment shall be as defined in the Agreement. Except as modified herein, the provisions of the Agreement shall remain in full force and effect. Neither the Agreement nor this Amendment may be further amended or altered except by a written instrument executed by an authorized representative of both Parties. This Amendment shall constitute the entire agreement and understanding between the Parties concerning the subject matter hereof, and supercedes all previous agreements and amendments entered into between the Parties with respect to the subject matter of this Amendment.

**6. Notice and Contact Person**

6.1 Notices under this Agreement shall be in writing and addressed as follows:

Cellco Partnership  
d/b/a Verizon Wireless  
Mary Bacigalupi  
2775 Mitchell Dr., MS 7-1  
Walnut Creek, CA 94598

Qwest Corporation  
Director Interconnection Compliance  
1801 California Street, Room 2410  
Denver, CO 80202

With a copy to:  
Qwest Corporation  
Attention: General Counsel, Interconnection  
1801 California Street, 51<sup>st</sup> Floor  
Denver, CO 80202

Either party may change its contact and/or addresses, but only by providing written notice as required above.

6.2 The Parties may identify other persons to serve as points of contact for particular subject areas to facilitate and advance the intent of this Agreement, but notices relating to or required by the Agreement itself must also be given as provided in Section 6.1 above.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

**Cellco Partnership d/b/a Verizon Wireless Qwest Corporation**

\_\_\_\_\_  
Signature

Edward A. Salas  
Name Printed/Typed

Staff Vice President – Network Planning  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

L. T. Christensen  
Name Printed/Typed

Director – Business Policy  
Title

\_\_\_\_\_  
Date

**Omaha Cellular Telephone Company  
d/b/a Verizon Wireless  
By AirTouch Nebraska, LLC,  
Its General Partner  
By Cellco Partnership, Its Sole Member**

\_\_\_\_\_  
Signature

Richard J. Lynch  
Name Printed/Typed

Executive Vice President & CTO  
Title

\_\_\_\_\_  
Date

**ATTACHMENT A**

The following CMRS licensee(s) and associated market area(s) is/are subject to the instant amendment, and, to the extent necessary, is/are made party(ies) to the underlying interconnection agreement:

<b>LICENSEE SERVICE</b>	<b>MARKET NAME</b>	<b>ST</b>	<b>CALL SIGN</b>
Omaha Cellular Telephone Company	OMAHA	NE/IA	KNKA336 CL