

**Four-Party Transit Traffic Amendment
to the Interconnection Agreement between
Qwest Corporation dba CenturyLink QC
and
365 Wireless, LLC
for the State of Nebraska**

This Four-Party Transit Traffic Amendment (“Amendment”) is to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC (“CenturyLink”), a Colorado corporation, and 365 Wireless, LLC (“CLEC”), a Georgia limited liability company (collectively, the “Parties”).

RECITALS

WHEREAS, the Parties are currently entering into an Interconnection Agreement (“Agreement”), for service in the State of Nebraska, and both the Agreement and this Amendment will be signed and filed concurrently with the Commission, which, among other terms, required CenturyLink to provide transiting services to CLEC, as defined in the Agreement; and

WHEREAS, CLEC wishes to offer transiting services to other telecommunications carriers and send that traffic to CenturyLink for termination to other telecommunications carriers as transit traffic pursuant to the terms of the Agreement according to the terms of this Amendment, subject to limitations and requirements of the Local Exchange Routing Guide (“LERG”), as further clarified within this Amendment, and other applicable requirements, including but not limited to the Agreement and the Amendment; and

WHEREAS, the Parties agree to amend the Agreement 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 as follows:

1. Amendment Terms

The purpose of this Four-Party Transit Traffic Amendment is to provide the specific terms under which CLEC will receive certain transiting services from CenturyLink as reflected in Attachment 1, incorporated herein.

2. Effective Date

This Amendment shall be deemed effective upon approval by the Commission; however, the Parties agree to implement the provisions of this Amendment upon execution.

3. 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.

4. 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 under which CLEC will exchange traffic with CenturyLink in the State of Nebraska.

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.

365 Wireless, LLC

Qwest Corporation dba CenturyLink QC

DocuSigned by:
Glenn Messner
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05E9FC68BD57454...
L T Christensen
DocuSigned By: L T Christensen

Signature

Signature

Glenn Messner
Name Printed/Typed

L. T. Christensen
Name Printed/Typed

Vice President – Finance
Title

Director – Wholesale Contracts
Title

6/12/2013

6/12/2013

Date

Date

ATTACHMENT 1

1. Four-Party Transit Traffic

1.1 Four-Party Transit Traffic

1.1.1 As used in this Section 1, "Four-Party Transit Traffic" is traffic that (a) originates on the network of a Telecommunications Carrier other than CLEC (e.g., another CLEC, ILEC other than CenturyLink, other LEC, or Commercial Mobile Radio Service (CMRS) carrier), (b) is transported through CLEC's network and delivered by CLEC to CenturyLink, and (c) then is transported through CenturyLink's Tandem Switch to the subtending End Office or its equivalent of a Telecommunications Carrier other than CenturyLink (e.g., another CLEC, ILEC other than CenturyLink, other LEC, or Commercial Mobile Radio Service (CMRS) carrier)¹. Neither the originating customer nor the terminating customer is an End User Customer of CenturyLink or CLEC. Subtending End Office Switches or their equivalent shall be determined in accordance with and as identified in the Local Exchange Routing Guide (LERG). For the avoidance of any doubt, under no circumstances shall CenturyLink be obligated to transit traffic through a CenturyLink Tandem Switches to an End Office Switch or its equivalent that the LERG does not identify as subtending that particular CenturyLink Tandem Switch. Switched Access Traffic is not Four-Party Transit Traffic.

1.1.2 Four-Party Transit Traffic Service provides CLEC with the transport of Four-Party Transit Traffic as provided in this Section.

1.1.3 CLEC shall pay CenturyLink for Four-Party Transit Traffic Service. The rate for this service will be the same Charges that apply to the applicable local and toll transit traffic service in Exhibit A of the Agreement. CLEC will not impose any charges on CenturyLink for any aspect of Four-Party Transit Traffic.

1.1.4 CenturyLink and CLEC agree that, should CLEC wish to send traffic terminating to an End User Customer of CenturyLink from originating customer that is not an End User Customer of CLEC, CLEC will not send such traffic unless and until CenturyLink and CLEC will negotiate a further amendment to the Agreement. For purposes of this Amendment, VoIP traffic that complies with the provisions of the VoIP Amendment delivered to CLEC by an End User Customer of CLEC will not be defined as Four-Party Transit Traffic or third party transit traffic, under this Amendment or the Agreement.

1.2 Additional Provisions

1.2.1 The provisions in this Section apply to Section 1 above.

¹ Such a carrier is referred to in this Section 1 as a "Receiving Carrier."

1.2.2 As used in this Section:

1.2.2.1 "Traffic" means and is comprised of "Four-Party Transit Traffic", as defined in Section 1.

1.2.2.2 "Receiving Carrier" means a Telecommunications Carrier to which CenturyLink has transported Traffic that was delivered by CLEC to CenturyLink, as described in Section 1.

1.2.3 Traffic shall be routed over the LIS interconnection trunks described in the Agreement. CLEC shall deliver each call to CenturyLink's Tandem Switch with Common Channel Signaling (CCS) and the appropriate Transactional Capabilities Application Part ("TCAP") message to facilitate full interoperability of CLASS Features and billing functions. If CenturyLink inserts or otherwise adds CLEC's Carrier Identification Code ("CIC") code to such Traffic in error (as it is not CenturyLink's normal business practice to use or insert a CIC in the routing of traffic through its network), then upon notice from CLEC, CenturyLink will take reasonable actions to cause CLEC's CIC to no longer be inserted or added.

1.2.4 CenturyLink shall not be liable for compensation to any Receiving Carrier or to CLEC or to any other person or entity for any Traffic that is transported through CenturyLink's Tandem Switch, and CenturyLink reserves the right to assess to CLEC, and CLEC shall promptly pay to CenturyLink, any charges or costs any Receiving Carrier or other person or entity bills to, or imposes or levies on, CenturyLink for the delivery, transport or termination of such Traffic, including, but not limited to, any Switched Access Service charges. If CenturyLink is billed by any Receiving Carrier or other person or entity for any Traffic delivered by CLEC to CenturyLink, CenturyLink may provide notice to CLEC of such billing. Upon receipt of such notice, CLEC shall immediately cease sending to CenturyLink any Traffic going to such Receiving Carrier or other person or entity until CenturyLink provides written notice to CLEC that CLEC may resume sending to CenturyLink Traffic going to such Receiving Carrier or other person or entity (which CenturyLink will do upon receipt of a written certification signed by an authorized officer or agent of the Receiving Carrier or of the other person or entity, in form and substance acceptable to CenturyLink, that the Receiving Carrier or other person or entity has removed such billed charges from the bill the Receiving Carrier or other person or entity has submitted to CenturyLink and that the Receiving Carrier or other person or entity will not bill CenturyLink for any Traffic delivered by CLEC to CenturyLink). The indemnification provisions of the Agreement shall apply to CLEC's obligations under this Section.

1.3 Traffic Delivered to Third-Party Telecommunications Carriers Connected to CLEC

1.3.1 Upon written request from CenturyLink, CLEC shall offer to CenturyLink service arrangements equivalent to or the same as the service arrangements provided by CenturyLink to CLEC pursuant to Sections 1.1 and 1.2 such that CenturyLink may terminate calls to a switch or its

equivalent of a Telecommunications Carrier (e.g., another CLEC, ILEC other than CenturyLink, other LEC, or Commercial Mobile Radio Service (CMRS) carrier), that subtends or interconnects with a CLEC switch or its equivalent ("Reciprocal Transit/Four-Party Traffic Service"). CLEC shall offer such Reciprocal Transit/Four-Party Traffic Service arrangements under the rates, terms and other provisions of a written amendment to the Agreement that expressly references this Section. Such rates, terms and other provisions shall be no less favorable to CenturyLink than the rates, terms and other provisions set out in Sections 1.1 and 1.2, and other applicable provisions of the Agreement. CenturyLink shall have the right to determine in its sole discretion whether it will enter into such a written amendment to the Agreement and shall have no obligation to enter into such a written amendment to the Agreement. A CLEC tariff shall not be deemed to be such a written amendment to the Agreement.

1.4 General Provisions

1.4.1 Each Party may enter into a direct and reciprocal traffic exchange arrangement with any other Telecommunications Carrier. Neither Party shall take any actions to prevent the other Party from entering into a direct and reciprocal traffic exchange arrangement with any other Telecommunications Carrier.

1.4.2 CenturyLink and CLEC understand and agree that CLEC's switches are not listed in the Local Exchange Routing Guide ("LERG") as the tandem switches serving the telecommunications carriers for which CLEC seeks to send Four-Party Transit Traffic to CenturyLink. Solely for purposes of CenturyLink providing Four-Party Transit Traffic Service to CLEC, the Parties further agree that the routing described in this Amendment is appropriate between the Parties. CLEC does not waive its right to advocate that non-LERG routing is appropriate for other traffic types.

1.4.3 Solely with respect to Four-Party Transit Traffic, as defined in this Amendment, delivered by CLEC to CenturyLink, notwithstanding any provision in any third party agreements, CenturyLink will not claim or assert that the use of CLEC as a transit provider violates a term of that third party agreement.

1.4.4 Notwithstanding any other provision of the Agreement, each Party reserves its respective rights to institute an appropriate proceeding with the FCC, the Commission or other governmental body of appropriate jurisdiction with regard to the charges for Four-Party Transit Traffic Service and transit service (including, but not limited to, a proceeding to change the charges for these services, whether provided for in any of CenturyLink's Tariffs, this Amendment, or otherwise).