

**ICC Bill and Keep Amendment No. 2
to the Type 2 Wireless Interconnection Agreement
between
Qwest Corporation dba CenturyLink QC
and
Cricket Communications, Inc.
for the State of Nebraska**

This Amendment No. 2 (“Amendment No. 2”) 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 Nebraska, that was approved by the Commission in 2001 (“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, the Parties amended the Agreement based on the FCC Order in June of 2014 (Amendment No.1”); and

WHEREAS, the Parties agree to further 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 No. 2 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Amendment Terms

Amendment No 1 is hereby replaced in its entirety by this Amendment No. 2, and the Agreement is hereby amended by adding terms, conditions, and rates as set forth in this Amendment No. 2 and Attachment 1, attached hereto and incorporated herein by this reference.

By signature on this Amendment No. 2, 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 No. 2 shall become effective on the date of Commission Approval; however, the Parties agree to implement the provisions of this Amendment No. 2 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 No. 2 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 No. 2 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.

Qwest Corporation dba CenturyLink QC

DocuSigned by:
Todd Norman
C612446898BC460...

DocuSigned by:
L. T. Christensen
05E9FC68BD57454...

Signature

Signature

Todd Norman
Name Printed/Typed

L. T. Christensen
Name Printed/Typed

Director Procurement – Network
Title

Director – Wholesale Contracts
Title

1/12/2015

1/13/2015

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 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 No. 2 are as defined in the Agreement.

2. Inter-carrier 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 for End Office Call Termination, Tandem Switched Transport, Tandem Transmission charges and/or FCC – ISP Rate Caps listed in Exhibit A of the Agreement.
- 2.2. Notwithstanding anything in this Amendment No. 2 or in the Agreement to the contrary, Bill and Keep shall not apply to the right of CenturyLink to be compensated for Transit Traffic that transits a CenturyLink Tandem. Such Transit Traffic shall be at the same rates that existed prior to this Amendment No. 2, 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.

3. Traffic Delivery Arrangements. For purposes of determining the relevant network points for delivery and exchange of traffic pursuant to this Amendment No. 2, 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 No. 2, 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 No. 2 is implemented.
5. Reservation of Rights. Notwithstanding anything in this Amendment No. 2 or in the Agreement to the contrary, and notwithstanding the execution of this Amendment No. 2 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 No. 2, and this Amendment No. 2 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.