

**ICC Amendment No. 1
to the Interconnection Agreement
between**

Qwest Corporation dba CenturyLink QC

and

Verizon Wireless

For the state of Washington

This Amendment No. 1 ("Amendment") is to the Type 2 Wireless Interconnection Agreement (ICA) between Qwest Corporation dba CenturyLink QC ("CenturyLink"), a Colorado corporation, and the Verizon Wireless entities listed on the Signature Page of this Amendment ("VZW") (collectively, the "Parties").

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement for service in the State of Washington that was approved by the Commission on September 8, 2011; and

WHEREAS, the Federal Communications Commission in Docket No. 01-92, *In the Matter of Developing an Unified Intercarrier Compensation Regime*, issued an order that affects the Parties rights and obligations with respect to the exchange of traffic between WSP providers and LECs effective December 29, 2011 ("FCC Order" or "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 Attachment 1 attached hereto and incorporated herein by this reference and eliminates Exhibit J, if applicable.

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

Effective Date

This Amendment has an Effective Date of July 1, 2012.

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 VZW 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.

Cellco Partnership d/b/a Verizon Wireless

RCC Minnesota, Inc.

**Seattle SMSA Limited Partnership
d/b/a Verizon Wireless
By Cellco Partnership, Its General Partner**

**Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless**



Signature

Walter L. Jones, Jr.

Name Printed/Typed


Area Vice President - Network

Title

3/2/13

Date

Qwest Corporation dba CenturyLink QC



Signature

L. T. Christensen

Name Printed/Typed

Director - Wholesale Contracts

Title

4/15/13

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. VZW agrees that it will only route traffic from its own wireless End User Customers to CenturyLink for termination to CenturyLink End User Customers or as Transit Traffic destined for a third party. In the event VZW 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.
2. Tandem Management.
 - 2.1. When Transit Traffic originated by a third party is routed through a CenturyLink Tandem to VZW, and the third party is not legally obligated to compensate CenturyLink for the Transit Service provided in transporting the traffic to VZW as a result of paragraph 999 of the FCC Order, then VZW will either:
 - 2.1.1. Establish direct interconnection with such third party; or
 - 2.1.2. Pay CenturyLink the Transit charges for such traffic at the Transit rates identified in the underlying Agreement.
 - 2.2. Transit Service is provided by CenturyLink, as a local and Access Tandem Switch provider to VZW to enable the completion of calls originated by or terminated to end users of another Telecommunications Carrier which is connected to CenturyLink's Switches.
 - 2.3. The originating company is responsible for payment of appropriate rates to the transit company and to the terminating company. The Parties agree that they have an obligation, and will use all reasonable efforts, to enter into traffic exchange agreements with third party Telecommunications Carriers prior to delivering traffic to be transited to third party Telecommunications Carriers. In the event one Party originates traffic that transits the second Party's network to reach a third party Telecommunications Carrier with whom the originating Party does not have a traffic exchange agreement, then the originating Party will indemnify, defend and hold harmless the second Party against any and all charges levied by such third party Telecommunications Carrier, including any termination charges related to such traffic and any reasonable attorneys fees and expenses.
3. 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 decision, order, reconsideration or determination of any judicial or regulatory authority with competent jurisdiction, any provisions in the FCC Order are stayed, revised, modified, reversed, remanded or vacated, then the Parties agree to comply with all requirements of such applicable effective decision, order, reconsideration or determination.