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Public Service Commission of Wisconsin
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ICC Bill and Keep Amendment

to the

Interconnection and Reciprocal Compensation Agreement

between

Madison SMSA Limited Partnership and Milwaukee SMSA Limited Partnership by Ameritech Mobile Communications dba Cingular Wireless

and

CenturyTel of Central Wisconsin, LLC, CenturyTel of Fairwater-Brandon-Alto, LLC, CenturyTel of Forestville, LLC, CenturyTel of Larsen-Readfield, LLC, CenturyTel of Monroe County, LLC, CenturyTel of Northern Wisconsin, LLC, CenturyTel of Northwest Wisconsin, LLC, CenturyTel of Southern Wisconsin, LLC, CenturyTel of the Midwest-Kendall, LLC, CenturyTel of the Midwest-Wisconsin, LLC, CenturyTel of Wisconsin, LLC and Telephone USA of Wisconsin, LLC

This Amendment ("Amendment") is entered into by CenturyTel of Central Wisconsin, LLC d/b/a CenturyLink, CenturyTel of Fairwater-Brandon-Alto, LLC d/b/a CenturyLink, CenturyTel of Forestville, LLC d/b/a CenturyLink, CenturyTel of Larsen-Readfield, LLC d/b/a CenturyLink, CenturyTel of Monroe County, LLC d/b/a CenturyLink, CenturyTel of Northern Wisconsin, LLC d/b/a CenturyLink, CenturyTel of Northwest Wisconsin, LLC d/b/a CenturyLink, CenturyTel of Southern Wisconsin, LLC d/b/a CenturyLink, CenturyTel of the Midwest-Kendall, LLC d/b/a CenturyLink, CenturyTel of the Midwest-Wisconsin, LLC d/b/a CenturyLink, CenturyTel of Wisconsin, LLC d/b/a CenturyLink and Telephone USA of Wisconsin, LLC d/b/a CenturyLink and New Cingular Wireless PCS, LLC, and its Commercial Mobile Radio Service affiliates, d/b/a AT&T Mobility, as successor in interest to Madison SMSA Limited Partnership and Milwaukee SMSA Limited Partnership by Ameritech Mobile Communications d/b/a Cingular Wireless, and amends the Interconnection and Reciprocal Compensation Agreement between Madison SMSA Limited Partnership and Milwaukee SMSA Limited Partnership by Ameritech Mobile Communications d/b/a Cingular Wireless and CenturyTel of Central Wisconsin, LLC, CenturyTel of Fairwater-Brandon-Alto, LLC, CenturyTel of Forestville, LLC, CenturyTel of Larsen-Readfield, LLC, CenturyTel of Monroe County, LLC, CenturyTel of Northern Wisconsin, LLC, CenturyTel of Northwest Wisconsin, LLC, CenturyTel of Southern Wisconsin, LLC, CenturyTel of the Midwest-Kendall, LLC, CenturyTel of the Midwest-Wisconsin, LLC, CenturyTel of Wisconsin, LLC and Telephone USA of Wisconsin, LLC.

RECITALS

WHEREAS, Madison SMSA Limited Partnership and Milwaukee SMSA Limited Partnership by Ameritech Mobile Communications d/b/a Cingular Wireless and CenturyTel of Central Wisconsin, LLC, CenturyTel of Fairwater-Brandon-Alto, LLC, CenturyTel of Forestville, LLC, CenturyTel of Larsen-Readfield, LLC, CenturyTel of Monroe County, LLC, CenturyTel of Northern Wisconsin, LLC, CenturyTel of Northwest Wisconsin, LLC, CenturyTel of Southern Wisconsin, LLC, CenturyTel of the Midwest-Kendall, LLC, CenturyTel of the Midwest-Wisconsin, LLC, CenturyTel of Wisconsin, LLC and Telephone USA of Wisconsin, LLC entered into an Interconnection and Reciprocal Compensation Agreement for service in the State of Wisconsin; and

WHEREAS, in entering into the Interconnection and Reciprocal Compensation Agreement for service in the State of Wisconsin, Madison SMSA Limited Partnership and Milwaukee SMSA Limited Partnership by Ameritech Mobile Communications d/b/a Cingular Wireless adopted, pursuant to 47 U.S.C. § 252(i), the Interconnection and Reciprocal Compensation Agreement between CenturyTel of Central Wisconsin, LLC, CenturyTel of Fairwater-Brandon-Alto, LLC, CenturyTel of Forestville, LLC, CenturyTel of Larsen-

Readfield, LLC, CenturyTel of Monroe County, LLC, CenturyTel of Northern Wisconsin, LLC, CenturyTel of Northwest Wisconsin, LLC, CenturyTel of Southern Wisconsin, LLC, CenturyTel of the Midwest-Kendall, LLC, CenturyTel of the Midwest-Wisconsin, LLC, CenturyTel of Wisconsin, LLC and Telephone USA and Verizon Wireless Personal Communications Limited Partnership; and

WHEREAS, CenturyTel of Central Wisconsin, LLC d/b/a CenturyLink, CenturyTel of Fairwater-Brandon-Alto, LLC d/b/a CenturyLink, CenturyTel of Forestville, LLC d/b/a CenturyLink, CenturyTel of Larsen-Readfield, LLC d/b/a CenturyLink, CenturyTel of Monroe County, LLC d/b/a CenturyLink, CenturyTel of Northern Wisconsin, LLC d/b/a CenturyLink, CenturyTel of Northwest Wisconsin, LLC d/b/a CenturyLink, CenturyTel of Southern Wisconsin, LLC d/b/a CenturyLink, CenturyTel of the Midwest-Kendall, LLC d/b/a CenturyLink, CenturyTel of the Midwest-Wisconsin, LLC d/b/a CenturyLink, CenturyTel of Wisconsin, LLC d/b/a CenturyLink and Telephone USA of Wisconsin, LLC d/b/a CenturyLink (each entity herein referred to as "CenturyLink") are the successors in interest to CenturyTel of Central Wisconsin, LLC, CenturyTel of Fairwater-Brandon-Alto, LLC, CenturyTel of Forestville, LLC, CenturyTel of Larsen-Readfield, LLC, CenturyTel of Monroe County, LLC, CenturyTel of Northern Wisconsin, LLC, CenturyTel of Northwest Wisconsin, LLC, CenturyTel of Southern Wisconsin, LLC, CenturyTel of the Midwest-Kendall, LLC, CenturyTel of the Midwest-Wisconsin, LLC, CenturyTel of Wisconsin, LLC and Telephone USA; and

WHEREAS, New Cingular Wireless PCS, LLC, and its Commercial Mobile Radio Service affiliates, d/b/a AT&T Mobility ("CMRS"), are the successors in interest to Madison SMSA Limited Partnership and Milwaukee SMSA Limited Partnership by Ameritech Mobile Communications d/b/a Cingular Wireless; 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 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, CMRS has requested to amend the Interconnection and Reciprocal Compensation Agreement based on the FCC Order; and

WHEREAS, the Parties agree to amend the Interconnection and Reciprocal Compensation 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 Interconnection and Reciprocal Compensation Agreement is hereby amended by adding terms, conditions, and rates as set forth in this Amendment, Attachment 1, and Table 1, attached hereto and incorporated herein by this reference.

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

Effective Date

On December 14, 2011, CMRS requested to negotiate changes to its Interconnection and Reciprocal Compensation Agreement due to changes in law affecting reciprocal compensation. The Parties agree to implement the provisions of this Amendment effective July 1, 2012.

Further Amendments

Except as modified herein, the provisions of the Interconnection and Reciprocal Compensation Agreement shall remain in full force and effect. Except as provided in the Interconnection and Reciprocal Compensation 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 Interconnection and Reciprocal Compensation Agreement and its Amendments, CenturyLink and CMRS 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.

New Cingular Wireless PCS, LLC, and its Commercial Mobile Radio Service affiliates, d/b/a AT&T Mobility	CenturyLink
William H. Brown	
Signature	Signature
William H. Brown	L. T. Christensen
Name Printed/Typed	Name Printed/Typed
Sr. Contract Manager	Director – Wholesale Contracts
Title	Title
5/28/13	5/28/13
Date	Date

Attachment 1

Notwithstanding anything set forth in the Interconnection and Reciprocal Compensation 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 CMRS' end user.

   1.3. All other terms not otherwise defined in this Amendment are as defined in the Interconnection and Reciprocal Compensation 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 for end office switching or call termination, tandem switching, and common transport or tandem transmission listed in the Agreement.

   2.2 Notwithstanding anything in this Amendment or in the Interconnection and Reciprocal Compensation 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, 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. CMRS agrees that it will only route traffic from its own wireless end user customers (including wireless traffic of end user customers of CMRS's wireless roaming partners) to CenturyLink for termination to CenturyLink end user customers or as transit traffic destined for a third party. In the event CMRS 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 or interstate access traffic, as appropriate.

4. The Parties will work together in good faith to add additional points of interconnection if traffic patterns between the Parties change significantly from those existing as of the date of this Amendment.

5. Tandem Management.

   5.1 When transit traffic originated by a third party is routed through a CenturyLink Tandem to CMRS, and the third party is not legally obligated to compensate CenturyLink for the transit service provided in transporting the traffic to CMRS as a result of paragraph 999 of the FCC Order, then CMRS, upon notice from CenturyLink (which notice will be given within a reasonable time after CenturyLink receives notice from any such third party) will either:

5.1.1 Establish direct interconnection with such third party; or

5.1.2 Pay the Transit charges for such traffic.

5.2 Transit service is provided by CenturyLink, as a local and access Tandem Switch provider to the CMRS to enable the completion of calls originated by or terminated to end users of another telecommunications carrier which is connected to CenturyLink's Switches.

5.3 Except as may be contemplated by Section 5.1 above, the originating company is responsible for payment of appropriate rates to the transit company and to the terminating company. The Parties agree that it is the originating Party's sole responsibility 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, to the extent that the originating company is obligated to pay such charges to the terminating company, including any termination charges related to such traffic and any attorneys fees and expenses.

6. Reservation of Rights. Effective July 1, 2012, reciprocal compensation will be bill and keep, but notwithstanding anything in this Amendment or in the Interconnection and Reciprocal Compensation Agreement to the contrary, and notwithstanding the execution of this Amendment by the Parties, such bill and keep arrangement shall be in all respects subject to the provisions of any future stay, revision, reconsideration, change or modification of the Order by the FCC or a court of competent jurisdiction.

7. While the Parties expressly agree to the terms and provisions of this Amendment, the Parties disagree regarding certain interconnection obligations and each Party reserves its legal rights regarding interconnection obligations, and neither Party waives any such rights in future negotiations or arbitrations.

TABLE 1

WIRELESS PRICING	CenturyTel of Central Wisconsin, LLC	
RECIPROCAL COMPENSATION		
Local traffic Termination - Per Minute of Use	Bill and Keep	NA
TRANSIT COMPENSATION		
Transit - Per Minute of Use	.00852	NA
Third Party Originated Transit - Per Minute of Use	.00852	NA

WIRELESS PRICING	CenturyTel of Fairwater-Brandon-Alto, LLC	
RECIPROCAL COMPENSATION		
Local traffic Termination - Per Minute of Use	Bill and Keep	NA
TRANSIT COMPENSATION		
Transit - Per Minute of Use	.00852	NA
Third Party Originated Transit - Per Minute of Use	.00852	NA

WIRELESS PRICING	CenturyTel of Forestville, LLC	
RECIPROCAL COMPENSATION		
Local traffic Termination - Per Minute of Use	Bill and Keep	NA
TRANSIT COMPENSATION		
Transit - Per Minute of Use	.00852	NA
Third Party Originated Transit - Per Minute of Use	.00852	NA

WIRELESS PRICING	CenturyTel of Larsen-Readfield, LLC	
RECIPROCAL COMPENSATION		
Local traffic Termination - Per Minute of Use	Bill and Keep	NA
TRANSIT COMPENSATION		
Transit - Per Minute of Use	.00852	NA
Third Party Originated Transit - Per Minute of Use	.00852	NA

WIRELESS PRICING	CenturyTel of Monroe County, LLC	
RECIPROCAL COMPENSATION		
Local traffic Termination - Per Minute of Use	Bill and Keep	NA
TRANSIT COMPENSATION		
Transit - Per Minute of Use	.00852	NA
Third Party Originated Transit - Per Minute of Use	.00852	NA

WIRELESS PRICING	CenturyTel of Northern Wisconsin, LLC	
RECIPROCAL COMPENSATION		
Local traffic Termination - Per Minute of Use	Bill and Keep	NA
TRANSIT COMPENSATION		
Transit - Per Minute of Use	.00852	NA
Third Party Originated Transit - Per Minute of Use	.00852	NA

WIRELESS PRICING	CenturyTel of Northwest Wisconsin, LLC	
RECIPROCAL COMPENSATION		
Local traffic Termination - Per Minute of Use	Bill and Keep	NA
TRANSIT COMPENSATION		
Transit - Per Minute of Use	.00852	NA
Third Party Originated Transit - Per Minute of Use	.00852	NA

WIRELESS PRICING	CenturyTel of Southern Wisconsin, LLC	
RECIPROCAL COMPENSATION		
Local traffic Termination - Per Minute of Use	Bill and Keep	NA
TRANSIT COMPENSATION		
Transit - Per Minute of Use	.00852	NA
Third Party Originated Transit - Per Minute of Use	.00852	NA

WIRELESS PRICING	CenturyTel of Midwest-Kendall, LLC	
RECIPROCAL COMPENSATION		
Local traffic Termination - Per Minute of Use	Bill and Keep	NA
TRANSIT COMPENSATION		
Transit - Per Minute of Use	.00852	NA
Third Party Originated Transit - Per Minute of Use	.00852	NA

WIRELESS PRICING	CenturyTel of Midwest-Wisconsin, LLC	
RECIPROCAL COMPENSATION		
Local traffic Termination - Per Minute of Use	Bill and Keep	NA
TRANSIT COMPENSATION		
Transit - Per Minute of Use	.00852	NA
Third Party Originated Transit - Per Minute of Use	.00852	NA

WIRELESS PRICING	CenturyTel of Wisconsin, LLC	
RECIPROCAL COMPENSATION		
Local traffic Termination - Per Minute of Use	Bill and Keep	NA
TRANSIT COMPENSATION		
Transit - Per Minute of Use	.00852	NA
Third Party Originated Transit - Per Minute of Use	.00852	NA

WIRELESS PRICING	Telephone USA of Wisconsin, LLC	
RECIPROCAL COMPENSATION		
Local traffic Termination - Per Minute of Use	Bill and Keep	NA
TRANSIT COMPENSATION		
Transit - Per Minute of Use	.00852	NA
Third Party Originated Transit - Per Minute of Use	.00852	NA