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ICC Bill and Keep Amendment

to the

Commercial Mobile Radio Services Interconnection Agreement

between

United Telephone Company of Ohio d/b/a CenturyLink

and

Cleveland Unlimited, Inc.

This Amendment ("Amendment") is to the Commercial Mobile Radio Services Interconnection Agreement between United Telephone Company of Ohio d/b/a CenturyLink ("CenturyLink") and Cleveland Unlimited, Inc. ("CMRS") (collectively, the "Parties").

RECITALS

WHEREAS, the Parties entered into a Commercial Mobile Radio Services Interconnection Agreement ("Agreement") for service in the State of Ohio, that was approved by the Commission; 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, CMRS has requested to amend the Agreement based on the FCC 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 this Amendment and Attachment 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 January 17, 2013, CMRS requested to negotiate changes to its Agreement due to changes in law affecting reciprocal compensation. The Parties agree to implement the provisions of this Amendment January 17, 2013.

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 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.

Cleveland Unlimited, Inc.	**CenturyLink**
DocuSigned by: David L. Zylka	05E9FC68BD57454... L T Christensen
Signature	Signature
David Zylka	L. T. Christensen
Name Printed/Typed	Name Printed/Typed
CTO	Director – Wholesale Contracts
Title	Title
4/1/2013	4/1/2013
Date	Date

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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 CMRS' end user.

1.3. CMRS 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 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 access traffic.

1.4. All other terms not otherwise defined in this Amendment are as defined in the ICA.

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 of:

2.1.1. End Office Switching, Tandem Switching and/or Common Transport charges (except as provided in Section 2.2.2); or

2.1.2. Any "FCC Opt-In Compensation" or equivalent charges assessed in accordance with the interim rates previously prescribed pursuant to the *Order on Remand and Report and Order,* FCC 01-131, CC Dockets No. 96-98 and 99-68, adopted April 18, 2001 and subsequent orders of the FCC.

2.2. Notwithstanding anything in this Amendment or in the Agreement to the contrary, Bill and Keep shall not apply to the right of CenturyLink to be compensated for:

2.2.1. 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.

2.2.2 Common Transport for Indirect Traffic, as described in Section 3.3 of this Amendment, which is originated by CMRS and terminated to CenturyLink. Such Common Transport rate shall be at the same rates that existed prior to the 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 Common Transport associated with Indirect Traffic.

3. Traffic Delivery Arrangements. For purposes of determining the relevant network points for delivery and exchange of traffic pursuant to this Amendment, the Parties acknowledge and agree as follows:

3.1. Points of Interconnection (POIs). CMRS must establish a minimum of one POI on CenturyLink's network within each LATA. CMRS shall establish additional POIs under the following circumstances:

3.1.1. CMRS must establish a POI at each CenturyLink Tandem Switch in the LATA where it exchanges (i.e., receives or terminates) Non-Access Telecommunications Traffic with CenturyLink or where CMRS has NPA NXX codes rated within that tandem serving area.

3.1.2. When a CenturyLink End Office Switch subtends a CenturyLink Tandem Switch, CMRS must establish a POI at that CenturyLink End Office within thirty (30) Days after total traffic volumes exchanged between the Parties at that particular CenturyLink End Office (inclusive of any Remote Switches served by that End Office) exceeds, or is expected to exceed 250,000 MOU per month, or the one way traffic from either Party exceeds 100,000 MOU per month.

3.1.3. When a CenturyLink End Office Switch subtends a non-CenturyLink Tandem, CMRS must establish a POI at each CenturyLink End Office Switch that subtends a non-CenturyLink Tandem within thirty (30) Days after total traffic volumes exchanged between the Parties at that particular CenturyLink End Office (inclusive of any Remote Switches served by that End Office) exceeds, or is expected to exceed 250,000 MOU per month, or the one way traffic from either Party exceeds 100,000 MOU per month.

3.1.4. To the extent CenturyLink's network contains multiple non-contiguous exchanges in the LATA that are not interconnected by CenturyLink-owned network, CMRS must establish a POI at each separate non-interconnected exchange or each separate group of exchanges that are interconnected by CenturyLink-owned network where it exchanges (i.e., receives or terminates) Non-Access Telecommunications Traffic with CenturyLink.

3.1.5. If CMRS has not established a POI within thirty (30) Days after exceeding the above-referenced threshold requirements, CMRS will reimburse CenturyLink for any transit charges incurred by CenturyLink on traffic that would have been exchanged through the POI. CMRS will also reimburse CenturyLink for any transport costs that would be CMRS's responsibility if the POI had been established as required. However, this section does not release CMRS provider from establishing the additional POIs as required above.

3.2. Tandem Management.

3.2.1. 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 will either:

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3.2.1.1. Establish direct interconnection with such third party; or

3.2.1.2. Pay the Transit charges for such traffic.

3.2.2. CMRS 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 CMRS 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 CMRS. In addition, CMRS will be financially responsible for any Transit charges of CenturyLink on such traffic.

3.2.3. Notwithstanding any other provision to the contrary, once the volume of Transit Traffic exchanged between CMRS and a third party exceeds the equivalent of three (3) DS1s of traffic, CenturyLink may, but shall not be obligated to, require CMRS to establish a direct connection with the parties to whom they are sending traffic. CenturyLink also reserves the right to require CMRS to establish a direct connection to the third party if, in CenturyLink's sole discretion, the CenturyLink Tandem is at or approaching capacity limitations. These limitations may include but are not limited to a lack of trunk port capacity or processor capacity based on the then existing Tandem and network configuration. Within sixty (60) Days after CenturyLink notifies CMRS of the requirement to direct connect, CMRS shall establish a direct Interconnection with such third party. After sixty (60) Days, if CMRS has not established a direct Interconnection, CenturyLink may thereafter charge CMRS for such Transit Service at double the transit rate set forth in the Agreement, or discontinue providing Transit Service to CMRS, at the sole discretion of CenturyLink, provided however, that CenturyLink shall exercise such discretion in a non-discriminatory manner.

3.2.4. 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.

3.2.5. In the event Transit Traffic routed by CMRS is blocked by a third party, the Parties understand and agree that it is the sole responsibility of CMRS to resolve the dispute. CMRS acknowledges that CenturyLink does not have any responsibility to pay, and CMRS indemnifies CenturyLink against any third-party Telecommunications Carrier charges for termination of any identifiable Transit Traffic routed to CenturyLink by CMRS.

3.3. Indirect Traffic

3.3.1. "Indirect Traffic" means traffic which is originated by one Party and terminated to the other Party in which a third party Telecommunications Carrier provides the intermediary tandem transiting service. Indirect Network Connection for Indirect Traffic is intended only for de minimis traffic associated with CMRS "start-up" market entry into a CenturyLink local exchange. Therefore Indirect Network Interconnection will be allowed only on routes between CenturyLink

End offices and CMRS in instances where, and only so long as, none of the threshold requirements set forth in Section 4.1.3 of this Amendment have been reached.

4. 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, 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, and this Amendment 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.

Description	Ohio	
Reciprocal Compensation		
Local Traffic Termination- Per Minute of Use	Bill and Keep	NA
Indirect Network Connection		
Common Transport- Per Minute of Use	.001641	NA
Transit Compensation		
Transit -Per Minute of Use	.005	NA
Third Party Originated Transit -Per Minute of Use	.005	NA