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Amendment No. 1
to the Interconnection and Reciprocal Compensation Agreement between

CenturyTel of Ohio, Inc. d/b/a CenturyLink

and

T-Mobile USA, Inc.

This Amendment ("Amendment") is to the Interconnection and Reciprocal Compensation Agreement by and between **CenturyTel of Ohio, Inc. d/b/a CenturyLink f/k/a CenturyTel of Ohio, Inc.** ("CenturyLink"), and **T-Mobile USA, Inc. f/k/a VoiceStream Wireless Corporation** ("T-Mobile"). CenturyLink and T-Mobile are referenced together as the "Parties."

RECITALS

WHEREAS, the Parties or their predecessors in interest entered into an Interconnection Agreement for service in the State of Ohio dated March 29, 2002, that was approved by the Commission ("Agreement"); and

WHEREAS, the Federal Communications Commission ("FCC") adopted a bill and keep compensation methodology for non-access telecommunications traffic exchanged between a LEC and a CMRS Provider in its Report and Order and Further Notice of Proposed Rulemaking in Docket No. 01-92, *In the Matter of Developing an Unified Intercarrier Compensation Regime*, released on November 18, 2011 and its Order on Reconsideration released on December 23, 2011 (collectively, the "FCC Order"); and

WHEREAS, T-Mobile 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, the Parties have elected to modify existing contract terms of the Agreement in order to implement the applicable provisions of the above mentioned FCC Order.

Effective Date

This Agreement shall become effective on the date of Commission approval; however, the Parties agree to implement the provisions of this Amendment effective July 1, 2012, pursuant to the FCC Order.

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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 T-Mobile 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.

T-Mobile USA , Inc.	**CenturyTel of Ohio, Inc. d/b/a CenturyLink**
DocuSigned by: Bryan Fleming 6063B3709FDE4CF...	05E9FC68BD57454... L T Christensen DocuSigned By: L T Christensen
Signature	Signature
Bryan Fleming	L. T. Christensen
Name Printed/Typed	Name Printed/Typed
Vice President - Tech Systems & Bus Operations	Director – Wholesale Contracts
Title	Title
2/19/2014	2/19/2014
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 FCC Order, between the Parties.

1. General.

1.1. "Bill and Keep" shall have the meaning set forth in 47 C.F.R. § 51.713.

1.2. Consistent with 47 C.F.R. § 51.701(b), "Non-Access Telecommunications Traffic" means traffic that is originated or terminated as wireless traffic by T-Mobile's end user or end users of other wireless carriers roaming on T-Mobile's network.

1.3 T-Mobile agrees that it will only route traffic from T-Mobile's wireless end users, or end users of other wireless carriers roaming on T-Mobile's network, to CenturyLink for termination to CenturyLink end users or as Transit Traffic destined for a third party. CenturyLink agrees that it will only route traffic from its own landline end users, or end users of local exchange carriers or CMRS providers with switches that subtend CenturyLink's Tandem Switch, to T-Mobile for termination to T-Mobile's own wireless end users.

1.4. All other terms not otherwise defined in this Amendment are as defined in the 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, or end users of other wireless carriers roaming on T-Mobile's network. 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; 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 CenturyLink's compensation for Transit Service**.** Transit Service shall be subject to the Transit Rate 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. Tandem Management.

3.1. When Transit Traffic originated by a third party is routed through a CenturyLink Tandem to T-Mobile, and the third party is not legally obligated to compensate CenturyLink for the Transit Service provided in transporting the traffic to T-Mobile as a result of paragraph 999 of the FCC Order, then T-Mobile will either:

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3.1.1. Establish direct interconnection with such third party; or

3.1.2. Pay the Transit Service charges for such traffic at the Transit Traffic rate set forth in the Agreement.

3.2. When CenturyLink bills T-Mobile under Section 3.1, CenturyLink shall provide sufficient detail for T-Mobile to verify the charges, and CenturyLink shall cooperate in providing any additional information requested by T-Mobile, including but not limited to call detail records, necessary to verify the accuracy of the charges.

4. Price Sheet Revisions

Description	Ohio	
Reciprocal Compensation		
Local Traffic Termination - Per Minute of Use	Bill and Keep	NA
Transit Traffic Rate		
CMRS Originated Transit Service - Per Minute of Use	NA	NA
Third Party Originated Transit Service (as described in Section 3.1 above) - Per Minute of Use	NA	NA

5. 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 effective and unstayed decision, order, reconsideration or determination of any judicial or regulatory authority with competent jurisdiction, any provisions in the FCC Order regarding the Bill-and-Keep arrangements for Non-Access Telecommunications Traffic are stayed, revised, modified, reversed or remanded, then the Parties agree to comply with all requirements of such applicable effective and unstayed decision, order, reconsideration or determination.