

AMENDMENT NO. 1

to the

INTERCONNECTION AGREEMENT

between

**WINDSTREAM OHIO, INC. (F/K/A ALLTEL OHIO, INC.)
WINDSTREAM WESTERN RESERVE, INC. (F/K/A WESTERN RESERVE TELEPHONE COMPANY)**

AND

CLEVELAND UNLIMITED, INC. (F/K/A CLEVELAND PCS, LLC)

FOR THE STATE OF OHIO

This Amendment No. 1 (the "Amendment"), by and between Cleveland Unlimited, Inc. f/k/a Cleveland PCS, LLC ("CUI") with its principal place of business at 7165 E. Pleasant Valley Rd., Independence Ohio 44131 and Windstream Ohio, Inc. f/k/a Alltel Ohio, Inc. and Windstream Western Reserve, Inc. f/k/a Western Reserve Telephone Company (collectively and individually "Windstream") with their principal place of business at 4001 Rodney Parham Road, Little Rock, Arkansas, 72212. (CUI and Windstream may be hereinafter referred to, each individually, as a "Party" and, collectively, as the "Parties"). The effective date of this Amendment (the "Amendment Effective Date") will be July 1, 2012 unless the provisions of Section XV (C) of FCC Order 11-161 are stayed, revoked or otherwise not in effect, in which case this Amendment shall be null and void. This Amendment covers services in the state of Ohio.

WITNESSETH:

WHEREAS, CUI and Windstream are Parties to an Interconnection Agreement entered into pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, that was executed by CUI on March 5, 2001 and Windstream on February 15, 2001 (the "Agreement"); and

WHEREAS, the Parties, pursuant to Section 252(a) of the Communications Act of 1934, as amended, (the "Act") and Section 22 of the Agreement, wish to amend the Agreement in order to give contractual effect to the provisions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, provisions and covenants herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Replace all references to "Alltel" with "Windstream" and all references to "Northcoast" with "CUI".
2. Amendment to the Agreement
 - 1.1 Attachment 8 : Definitions, "Local Traffic" is deleted and replaced it in its entirety with the following:

"Local Traffic" means, for purposes of reciprocal compensation under this Agreement, telecommunications traffic that is exchanged directly or indirectly between Windstream and CUI that at the beginning of the call originates and terminates within the same MTA, as defined in 47 C.F.R. 24.202. This shall not affect Windstream's landline retail end user calling scope or interexchange arrangements, which shall be determined in accordance with Commission-approved

local calling areas, except that Windstream agrees to provide local dialing parity for calls to CUI's NPA/NXXs associated with Windstream's local and EAS calling scope. For purposes of this Agreement, Local Traffic does not include any traffic that is transmitted to or returned from the Internet at any point during the duration of the transmission between the Parties. Neither Party waives its rights to participate and fully present its respective positions in any proceeding dealing with the compensation for Internet traffic. The origination or termination point for Windstream within the MTA shall be the end office that serves the calling or called party and for CUI, the origination and termination point within the MTA shall be the cell site that serves the calling or called party at the beginning of the call.

- 2.2 Attachment 8 – Definitions, “Major Trading Area” is deleted to replaced in its entirety with the following:

“Major Trading Area” (“MTA”) refers to the FCC-authorized wireless license territory, which serves as the definition for local service area for CMRS traffic for purposes of reciprocal compensation under Section 251(b)(5) as defined in 47 C.F.R. 24.202(a).

- 2.3 Attachment 2 – Network Interconnection Architecture, Section 2.1.5 is deleted and replaced in its entirety with the following:

When the Parties interconnect their networks indirectly via another LEC's tandem, compensation shall be in accordance with the terms of this Agreement as specified in Attachment 3. Neither Party shall deliver traffic destined to terminate at the other Party's End Office via another LEC's End Office or via another LEC's tandem to the other Party's tandem. Indirect interconnection will only occur with another LEC that Windstream's End Office subtends as listed in Local Exchange Routing Guide. Windstream is not obligated to establish facilities with any other third party for the exchange of Indirect Traffic between Carrier and Windstream. Carrier will not route Indirect Traffic for termination to Windstream through a Competitive Local Exchange Carrier. Windstream will only be responsible for the interconnection facilities located within the Windstream exchange boundary utilized in the routing of the indirect traffic. When traffic to an End Office exceeds 250,000 minutes of use, then Carrier will establish a direct connection to the Windstream End Office. If the Windstream End Office is a Remote Switch, the Carrier will establish a direct connection to the Windstream host switch serving the Windstream Remote Switch.

- 2.4 Attachment 3 – Billing, Compensation and Charges, Section 1.1 is deleted and replaced in its entirety with the following:

Windstream is responsible for billing CUI for InterMTA Traffic that terminates on its network. For Indirect Traffic, CUI will provide the originating billing information to Windstream, if technically feasible. Except as provided in Part C, Section 4, if CUI cannot provide the originating billing information to Windstream, then Windstream must obtain the originating billing information from the third-party transit company. It is Windstream's responsibility to enter into appropriate contractual arrangements with the third-party transit company in order to obtain the originating billing information from the transit company

- 2.5 Attachment 3 – Billing, Compensation and Charges, Section 2.1.1 is deleted and replaced in its entirety with the following:

Local Traffic. . The Parties agree to reciprocally exchange Local Traffic between their networks. Each Party shall bill its end-users for such traffic and will be entitled to retain all revenues from such traffic without payment of further compensation to the other Party.

- 2.6 The heading of Attachment 3 – Billing, Compensation and Charges, Section 3.2.2 is amended to read "Interconnection InterMTA Factor".
- 2.7 The Type 1, Type 2A and Type 2B rates listed on Attachment 4 – Pricing are deleted and replaced with "Bill and Keep".
- 2.8 The attached Appendix: Excess Traffic is amended and incorporated to the Agreement.

3.0 Miscellaneous Provisions

- 3.1 Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement, this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 3.
- 3.2 Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
- 3.3 Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.
- 3.4 Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in Section 1 and 2 of this Amendment, and, except to the extent set forth in Section 1 and 2 of this Amendment, the terms and provisions of the Agreement shall remain in full force and effect after the Amendment Effective Date.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the Amendment Effective Date.

Windstream Ohio, Inc.
Windstream Western Reserve, Inc.

By: S. Lynn Hughes
Printed: S. Lynn Hughes
Title: Director - Interconnection
Date: 4-10-13

Cleveland Unlimited, Inc.

By: David L. Zylka
Printed: David L. Zylka
Title: CTO
Date: April 8, 2013

Appendix: Excess Traffic

- 1.0 Any traffic terminated to Windstream by CUI for a given month that exceeds the monthly average of the previous twelve (12) months by more than 5% will be considered "Excess Traffic". Windstream shall bill and CUI shall pay for Excess Traffic at the interMTA rate listed in Attachment 1: Price List.
- 1.1 CUI is prohibited from routing traffic that is not wireless-originated traffic over the interconnection facilities. Traffic is wireless-originated where an end user subscribes to a wireless service and uses that service to initiate a call via a wireless handset. If Windstream determines that CUI is routing non-wireless-originated traffic over the interconnection facilities for termination to Windstream as CUI-originated traffic, Windstream shall bill and CUI shall pay Windstream the interMTA rate listed in Attachment 1: Price List for all such non-wireless minutes. Any non-wireless traffic is excluded from the calculation of Excess Traffic described in Section 1.0.
- 1.2 Notwithstanding Section 1.0, Excess Traffic shall not be subject to billing under any of the following conditions:
 - a) CUI begins providing service in a new market and CUI can reasonably attribute the Excess Traffic situation to such market launch. CUI must provide Windstream sufficient supporting information to justify that attribution, or;
 - b) CUI begins providing a new service in existing markets and CUI can reasonably attribute the Excess Traffic situation to such new service introduction. CUI must provide Windstream sufficient supporting information to justify that attribution, or;
 - c) CUI begins a new marketing/sales campaign and CUI can reasonably attribute the Excess Traffic situation. CUI must provide Windstream sufficient supporting information to justify that attribution, or;
 - d) CUI acquires a new wireless entity and CUI can reasonably attribute the Excess Traffic situation. CUI must provide Windstream sufficient information to justify that attribution.
- 1.3 If CUI disputes Windstream's classification and billing of traffic pursuant to section 1.0, CUI may initiate a billing dispute pursuant to Part B: General Terms and Conditions Section 19 of this Agreement. However, any billing dispute submitted per this section is invalid if the charges have not been paid by CUI.

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

4/15/2013 4:01:40 PM

in

Case No(s). 13-0929-TP-NAG

Summary: Agreement Amendment to Interconnection Agreement Between Cleveland Unlimited, Inc. and Windstream Ohio, Inc. & Windstream Western Reserve, Inc. to Effectuate Changes of Law Resulting from FCC 11-161 electronically filed by Mr. Scott A Terry on behalf of Windstream Western Reserve, Inc. and Windstream Ohio, Inc.