

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 WSP's end user.
- 1.3. 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 User Customers of one of the Parties. This compensation arrangement shall supersede any previous usage-based terminating charges for End Office Call Termination, Tandem Switched Transport, Tandem Transmission charges and/or FCC – ISP Rate Caps listed in Exhibit A of the ICA.
 - 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 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. WSP 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 WSP 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.

4. Tandem Management.

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

- 4.1.1. Establish direct interconnection with such third party; or
- 4.1.2. Pay the Transit charges for such traffic.
- 4.2. Transit Service is provided by CenturyLink, as a local and Access Tandem Switch provider to the WSP to enable the completion of calls originated by or terminated to end users of another Telecommunications Carrier which is connected to CenturyLink's Switches.
- 4.3. Except as may be contemplated by Section 4.1 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.
- 5. Reservation of Rights. Effective July 1, 2012, reciprocal compensation will be bill and keep, but notwithstanding anything in this Amendment or in the 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.