

**Four-Party Transit Traffic Amendment
to the Interconnection Agreement between
Qwest Corporation dba CenturyLink QC
and
365 Wireless, LLC
for the State of South Dakota**

This Four-Party Transit Traffic Amendment ("Amendment") is to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC ("CenturyLink"), a Colorado corporation, and 365 Wireless, LLC ("CLEC"), a Georgia limited liability company (collectively, the "Parties").

RECITALS

WHEREAS, the Parties are currently entering into an Interconnection Agreement ("Agreement"), for service in the State of South Dakota, and both the Agreement and this Amendment will be signed and filed concurrently with the Commission, which, among other terms, required CenturyLink to provide transiting services to CLEC, as defined in the Agreement; and

WHEREAS, CLEC wishes to offer transiting services to other telecommunications carriers and send that traffic to CenturyLink for termination to other telecommunications carriers as transit traffic pursuant to the terms of the Agreement according to the terms of this Amendment, subject to limitations and requirements of the Local Exchange Routing Guide ("LERG"), as further clarified within this Amendment, and other applicable requirements, including but not limited to the Agreement and the Amendment; and

WHEREAS, the Parties agree to amend the Agreement under 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:

1. Amendment Terms

The purpose of this Four-Party Transit Traffic Amendment is to provide the specific terms under which CLEC will receive certain transiting services from CenturyLink as reflected in Attachment 1, incorporated herein.

2. Effective Date

This Amendment shall be deemed effective upon approval by the Commission; however, the Parties agree to implement the provisions of this Amendment upon execution.

3. 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.

4. Entire Agreement

Other than the publicly filed Agreement and its Amendments, the Parties have no agreement or understanding, written or oral, relating to the terms and conditions for under which CLEC will exchange traffic with CenturyLink in the State of South Dakota.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

365 Wireless, LLC

Qwest Corporation dba CenturyLink QC

DocuSigned by:
Glenn Messner
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05E9FC68BD57454...
L T Christensen
DocuSigned By: L T Christensen

Signature

Signature

Glenn Messner

L. T. Christensen

Name Printed/Typed

Name Printed/Typed

Vice President – Finance

Director – Wholesale Contracts

Title

Title

6/12/2013

6/12/2013

Date

Date