

CARRIER-TO-CARRIER AGREEMENT CHECKLIST

INSTRUCTIONS: Please complete all applicable parts of this form and submit it with related materials when filing a carrier-to-carrier agreement pursuant to 47 U.S.C. 252 and OAR 860-016-0000 et al. The Commission will utilize the information contained in this form to determine how to process the filing. **Unless you request otherwise in writing, the Commission will serve all documents related to the review of this agreement electronically to the e-mail addresses listed below.**

1. PARTIES	<i>Competitive Carrier</i>	<i>Incumbent Local Exchange Carrier</i>
Name of Party:	T-Mobile USA Inc. fk VoiceStream Wireless	Qwest Corporation dba CenturyLink QC
Contact for Processing Questions:		
Name:	Jill Mounsey	Carla Butler
Telephone:	(425) 383-3316	(503) 242-5420
E-mail:	jill.mounsey2@t-mobile.com	carla.butler@centurylink.com
Contact for Legal Questions (if different):		
Name:		
Telephone:		
E-mail:		
Other Persons wanting E-mail service of documents (if any):		
Name:		Steve Dea
E-mail:		intagree*centurylink.com

2. TYPE OF FILING NOTE: Parties making multiple requests (such as seeking to adopt a previously approved agreement and Commission approval of new negotiated amendments to that agreement) should submit a separate checklist for each requested action.

Adoption: Adopts existing carrier-to-carrier agreement approved by the Commission.

- Docket ARB
- Parties to prior agreement &

New Agreement: Seeks approval of new negotiated agreement.

Does adoption or agreement replace an existing agreement between the parties?

- NO
- YES, Docket ARB

Amendment: Amends an existing carrier-to-carrier agreement.
Docket ARB

**ICC Bill and Keep Amendment
to the Wireless Interconnection Agreement between
Qwest Corporation dba CenturyLink QC
and
T-Mobile USA Inc. fka VoiceStream Wireless Corporation
for the State of Oregon**

This Amendment ("Amendment") is to the Wireless Interconnection Agreement by and between Qwest Corporation dba CenturyLink QC ("CenturyLink") and T-Mobile USA Inc. fka VoiceStream Wireless Corporation ("T-Mobile") (T-Mobile and CenturyLink are referenced together as the "Parties").

RECITALS

WHEREAS, the Parties or their predecessors in interest entered into an Interconnection Agreement ("Agreement") for service in the State of Oregon, that was approved by the Commission on January 9, 2002; and

WHEREAS, the Federal Communications Commission ("FCC") in Docket No. 01-92, *In the Matter of Developing a Unified Intercarrier Compensation Regime*, has 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 (collectively, the "FCC Orders" or "Orders"); and

WHEREAS, T-Mobile has requested to amend the Agreement based on the FCC Orders; and

WHEREAS, the Parties agree to amend the Agreement based on the FCC Orders 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, Attachment 1, and Exhibit A 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 Orders.

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.

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, the Parties 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. fka VoiceStream
Wireless Corporation**

DocuSigned by:
Bryan Fleming
277AF0A2E030405...

Signature

Bryan Fleming

Name Printed/Typed

Vice President – Tech Systems & Bus
Operations

Title

4/21/2014

Date

Qwest Corporation dba CenturyLink QC

05E9FC68BD57454...
L T Christensen
DocuSigned By: L T Christensen

Signature

L. T. Christensen

Name Printed/Typed

Director – Wholesale Contracts

Title

4/22/2014

Date

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 Orders, 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 equivalent charges denominated in a similar fashion, such as End Office Call Termination, Tandem Switched Transport, Tandem Transmission, and the like; 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 Orders 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 Orders, then T-Mobile will either:

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 3.1.2 above, 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. For purposes of reflecting the Bill and Keep arrangement in Section 2 above and the rates for third party originated Transit Service in accordance with Section 3.1 above, the Agreement is hereby amended by deleting in its entirety the schedule of rates and charges set forth in Part G of the Agreement (or in any other schedule, attachment or exhibit to the Agreement where the rates and charges under the Agreement are set forth), and replacing it with Exhibit A attached hereto. It is understood and agreed by the Parties that Exhibit A reflects the rates and charges which are currently being billed and paid by the Parties, except as the same have been modified by Section 2 and Section 3 above, and that neither Party will seek billing adjustments for past periods based upon the rates shown on the attached Exhibit A that have been historically charged and paid for the period up to and including the date of this Amendment, except for any billing adjustments which may be necessary or appropriate to give effect to Section 2 and Section 3.1 above as of the date this Amendment is implemented.

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 Orders 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.

**Exhibit A
Oregon**

Amendment		Options		Bill and Keep		Notes			
				Recurring	Recurring Per Mile	Non-Recurring	REC	REC per Mile	NRC
6.0	Interconnection								
	6.1 Entrance Facilities						6		6
	6.1.1	DS1		\$87.37		\$354.56	A		#
	6.1.2	DS3		\$363.42		\$361.10	A		#
	6.2 EICT								
	6.2.1	Per DS1		\$0.00		\$0.00	10		10
	6.2.2	Per DS3		\$0.00		\$0.00	10		10
	6.3 Direct Trunked Transport						6	6	
	6.3.1	DS0 (Recurring Fixed & per Mile)							
	6.3.1.1	0 Miles		\$0.00	\$0.00		E	E	
	6.3.1.2	Over 0 to 8 Miles		\$19.74	\$0.09		E	E	
	6.3.1.3	Over 8 to 25 Miles		\$19.74	\$0.08		E	E	
	6.3.1.4	Over 25 to 50 Miles		\$19.74	\$0.11		E	E	
	6.3.1.5	Over 50 Miles		\$19.74	\$0.08		E	E	
	6.3.2	DS1 (Recurring Fixed & per Mile)							
	6.3.2.1	0 Miles		\$0.00	\$0.00		E	E	
	6.3.2.2	Over 0 to 8 Miles		\$37.94	\$0.49		E	E	
	6.3.2.3	Over 8 to 25 Miles		\$37.94	\$0.85		E	E	
	6.3.2.4	Over 25 to 50 Miles		\$37.94	\$1.16		E	E	
	6.3.2.5	Over 50 Miles		\$37.94	\$1.17		E	E	
	6.3.3	DS3 (Recurring Fixed & per Mile)							
	6.3.3.1	0 Miles		\$0.00	\$0.00		E	E	
	6.3.3.2	Over 0 to 8 Miles		\$253.13	\$9.95		E	E	
	6.3.3.3	Over 8 to 25 Miles		\$253.13	\$10.19		E	E	
	6.3.3.4	Over 25 to 50 Miles		\$253.13	\$14.27		E	E	
	6.3.3.5	Over 50 Miles		\$253.13	\$21.11		E	E	
	6.4 Multiplexing								
	6.4.1	DS1 to DS0		\$212.76			E		
	6.4.1.1	DS1 to DS0 Manual				\$165.28			F, 8
	6.4.1.2	DS1 to DS0 Mechanized				\$97.28			F
	6.4.2	DS3 to DS1		\$203.54			E		
	6.4.2.1	DS3 to DS1 Manual				\$161.56			F, 8
	6.4.2.2	DS3 to DS1 Mechanized				\$93.97			F
	6.5 Trunk Nonrecurring Charges								6
	6.5.1	DS1 Interface							
	6.5.1.1	First Trunk							
	6.5.1.1.1	Manual				\$338.80			F, 8
	6.5.1.1.2	Mechanized				\$288.11			F
	6.5.1.2	Each Additional Trunk							
	6.5.1.2.1	Manual				\$23.55			F, 8
	6.5.1.2.2	Mechanized				\$23.55			F
	6.5.2	DS3 Interface							
	6.5.2.1	First Trunk							
	6.5.2.1.1	Manual				\$337.87			F, 8
	6.5.2.1.2	Mechanized				\$287.24			F
	6.5.2.2	Each Additional Trunk							
	6.5.2.2.1	Manual				\$23.11			F, 8
	6.5.2.2.2	Mechanized				\$23.11			F
	6.5.3	Trunk Routing Change, per Type 2 Trunk Group							
	6.5.3.1	2A Direct Final to Alternate Final				\$82.52			1
	6.5.3.2	Type 2 Routing Translation Change				\$82.52			1
	6.6 Ancillary Trunks								
	6.6.1	One-Way Out Only, Ancillary Trunks, per Trunk		\$18.00		\$31.00			
	6.7 Intentionally Left Blank								
	6.8 Intentionally Left Blank								
	6.9 Miscellaneous Charges								
	6.9.1	Cancellation Charge							CenturyLink QC's Oregon Access Service Tariff
	6.9.2	Expedite Charge							CenturyLink QC's Oregon Access Service Tariff

**Exhibit A
Oregon**

					Recurring	Recurring Per Mile	Non-Recurring	REC	REC per Mile	NRC
	6.9.3	Additional Testing					CenturyLink QC's Oregon Access Service Tariff			
	6.10	Transit Traffic								
	6.10.1	Local Transit (Assumed Mileage = 9 Miles) , per Minute of Use			\$0.001125			A & #		
	6.10.2	IntraLATA Toll Transit, Per Minute of Use			\$0.002143			1		
	6.10.3	Third Party Originated Local Transit Traffic (Assumed Mileage = 9 Miles), Per Minute of Use			\$0.001125			A, G & #		
	6.10.4	Third Party Originated IntraLATA Toll Transit, Per Minute of Use			\$0.002143			1 & G		
	6.11	Jointly Provided Switched Access Services								
	6.11.1	Mechanized Access Records			\$0.001549			1		
	6.12	InterMTA Traffic					CenturyLink QC's FCC Switched Access Tariff			
	6.12.1	Percentage of M-L InterMTA Usage			5%					
	6.12.2	Percentage of L-M InterMTA Usage			5%					
	6.13	Percent Local Usage Factors								
	6.13.1	PLU			23.50%					
7.0	Intentionally Left Blank									
8.0	Intentionally Left Blank									
9.0	Ancillary Services									
9.1	Local Number Portability									
	9.1.1	LNP Queries			See FCC Tariff #1 Section 20.3.1 & 20		See FCC Tariff #1 Section 20.3.1 & 20			
	9.1.2	LNP Managed Cuts								
		9.1.2.1	Standard Managed Cuts, per Person, per Half Hour				\$27.74			5
		9.1.2.2	Overtime Managed Cuts, per Person, per Half Hour				\$35.90			5
		9.1.2.3	Premium Managed Cuts, per Person, per Half Hour				\$44.07			5
9.2	911 / E911				No Charge		No Charge			
9.3	Intentionally Left Blank									
9.4	Access to Poles, Ducts, Conduits and Rights of Way (ROW)									
	9.4.1	Pole Inquiry Fee, per Inquiry					\$356.68			5
	9.4.2	Innerduct Inquiry Fee, per Inquiry					\$243.80			5
	9.4.3	ROW Inquiry Fee, per Inquiry					\$395.56			5
	9.4.4	ROW Document Preparation Fee					\$128.32			5
	9.4.5	Field Verification Fee, per Pole					\$21.39			5
	9.4.6	Field Verification Fee, per Manhole					\$199.30			5
	9.4.7	Planner Verification, per Manhole					\$17.25			5
	9.4.8	Manhole Verification Inspector, per Manhole					\$96.24			5
	9.4.9	Manhole Make-Ready Inspector, per Manhole					\$256.65			5
	9.4.10	Intentionally Left Blank								
	9.4.11	Pole Attachment Fee, per Foot, per Year								
		9.4.11.1	Compliant		\$3.54			4		
	9.4.12	Innerduct								
		9.4.12.1	Intentionally Left Blank							
		9.4.12.2	Innerduct Occupancy Fee, per Foot, per Year		\$0.4213			4		
	9.4.13	Access Agreement Consideration					\$10.00			10
	9.4.14	Make Ready					ICB			3
10.0	Intentionally Left Blank									
11.0	Access to Operational Support Systems (OSS)									
	11.1	Development and Enhancements, per Order					No Charge At This Time			7
	11.2	Ongoing Operations, per Order					No Charge At This Time			7
12.0	Maintenance and Repair									
12.1	Trouble Isolation									
	12.1.1	Maintenance of Service for non-Qwest Trouble, per Half Hour or fraction thereof								
		12.1.1.1	Maintenance of Service - Basic				\$30.68			5
		12.1.1.2	Maintenance of Service - Overtime				\$40.84			5
		12.1.1.3	Maintenance of Service - Premium				\$51.01			5
	12.1.2	Dispatch for non-Qwest Trouble					\$128.56			5

**Exhibit A
Oregon**

		Recurring	Recurring Per Mile	Non-Recurring	REC	REC per Mile	NRC
13.0	Intentionally Left Blank						
14.0	Intentionally Left Blank						
15.0	Intentionally Left Blank						
16.0	Bona Fide Request Process						
	16.1 Processing Fee			\$1,933.44			5
17.0	Intentionally Left Blank						
18.0	Intentionally Left Blank						
19.0	Construction Charges	ICB		ICB	3		3
NOTES:							
*	Unless otherwise indicated, all rates are pursuant to Oregon PUC Dockets listed below:						
A	UM 844 (Order No. 97.239)						
B	UM 962 (Order No. 02-821)						
C	UM 773 (Order No. 02-355)						
E	UT 138 Ph II Recurring (Order No. 02-184)						
F	UT 138 Nonrecurring (Order No. 03-085)						
G	FCC Docket No. 01-92 Effective 12-29-11						
#	Voluntary Rate Reduction Docket UM 973. Reductions reflected in the 12/3/02 Exhibit A.						
1	Rates not addressed in a Cost Docket (TELRIC-based costs where required)						
2	Market-based rates not contained in current or pending Oregon Tariffs.						
3	ICB, Individual Case Basis pricing.						
4	Rates per FCC Guidelines & state legislative rules.						
5	Proposed Rates in docket UM 1025						
6	DS0 service is available for existing customers as of 2/9/04						
7	Qwest will not charge for this element until the Commission has an opportunity to review a rate in a future proceeding.						
8	Qwest is unable to bill Manual NRC rates at this time. The corresponding Mechanized NRC rate will be billed instead.						
9	The provision of transiting services is not required pursuant to Section 251 of the Telecommunications Act. Qwest has chosen to offer this service as part of its interconnection agreement, but this service is not required to be priced according to a TELRIC methodology.						
10	Rate agreed upon in 271 workshops.						