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February 12, 2014

**VIA FEDERAL EXPRESS**

Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street, 2<sup>nd</sup> Floor  
Harrisburg, PA 17120

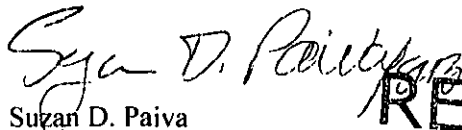
RE: Joint Petition of  
Verizon Pennsylvania LLC (formerly Bell Atlantic-Pennsylvania, Inc.)  
and Cellco Partnership d/b/a Verizon Wireless  
(formerly 360° Communications Company)  
for Approval of an Interconnection Agreement  
[Reference Docket No. A-310424 F0002]  
Dkt. No.

Dear Secretary Chiavetta:

Enclosed please find Amendment No. 2 and Amendment No. 3 to the Interconnection Agreement between Verizon Pennsylvania LLC f/k/a Bell Atlantic-Pennsylvania, Inc. ("Verizon PA") and Cellco Partnership d/b/a Verizon Wireless, formerly 360° Communications ("Cellco"), which Agreement was approved by the Commission by Order entered on May 27, 1997 in Docket A-310424 F0002 (under predecessor name 360° Communications.)

Pursuant to the Commission's November 14, 2013 Order in Docket A-2013-2382736, Verizon PA identified Amendment No. 2 and Amendment No. 3 as documents for which it could not find proof of Commission approval, and thus files Amendment No. 2 and Amendment No. 3 in accordance with the Commission's Order. Amendment No. 2 was effective as of January 1, 2004, and Amendment No. 3 was effective as of June 15, 2012. In addition, Verizon PA is submitting Amendment No. 1 to the Agreement, for which no proof of Commission approval was found; Amendment No. 1 was effective as of June 14, 2001. These Amendments should be attached to and made part of the May 27, 1997 approved Agreement. As evidenced by the cc: below, notice of this filing is being provided to Cellco.

Very truly yours,

  
Suzan D. Paiva

RECEIVED

SDP/slb  
Enclosure

cc: Amy Hindman, Cellco  
Office of Special Assistants (w/ CD)  
Attached Certificate of Service

FEB 12 2014

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

# AMENDMENT NO. 1

**RECEIVED**

FEB 12 2014

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

**AMENDMENT NO. 1**

to the

**INTERCONNECTION AGREEMENT**

between

**VERIZON PENNSYLVANIA INC.,  
F/K/A BELL ATLANTIC – PENNSYLVANIA, INC.**

and

**CELLCO PARTNERSHIP,  
PENNSYLVANIA NO. 3 SECTOR 2 LIMITED PARTNERSHIP,  
NORTHEAST PENNSYLVANIA SMSA LIMITED PARTNERSHIP, and  
PENNSYLVANIA RSA 1 LIMITED PARTNERSHIP,  
D/B/A VERIZON WIRELESS**

**FOR PENNSYLVANIA**

This Amendment No. 1 (this "Amendment") is effective June 14, 2001 ("Amendment Effective Date"), by and between Verizon Pennsylvania Inc., formerly known as Bell Atlantic – Pennsylvania, Inc. ("Verizon"), and Cellco Partnership, doing business as Verizon Wireless, on behalf of itself and the other Verizon Wireless Parties listed on the signature page of this Amendment (Cellco Partnership and the other Verizon Wireless Parties are each hereinafter referred to as "VZW"). (Verizon and VZW may hereinafter be referred to, each individually, as a "Party," and, collectively, as the "Parties").

**WITNESSETH:**

WHEREAS, Verizon and VZW are parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934 (the "Act") for Pennsylvania, which was effective May 27, 1997 (the "Agreement"); and

WHEREAS, on April 18, 2001, in the Order on Remand and Report and Order, *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic*, FCC 01-131, CC Docket Nos. 96-98 and 99-68 ("Order"), the Federal Communications Commission affirmed its prior determination that Internet traffic is not subject to reciprocal compensation under Section 251(b)(5) of the Act, but exercised its authority under Section 201 of the Act to establish a transitional plan for intercarrier compensation for Internet traffic; and

WHEREAS, in accordance with the Order, Verizon has elected to offer an optional reciprocal compensation rate plan for traffic subject to Section 251(b)(5) of the Act, under which such traffic exchanged between Verizon and a local exchange carrier or CMRS provider in a given state will be subject to compensation at the same rate applicable to intercarrier compensation for Internet traffic in that state under the terms of the Order; and

WHEREAS, VZW has elected to amend the Agreement to accept the optional reciprocal compensation rate plan for traffic subject to Section 251(b)(5) of the Act being offered by Verizon;

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. Amendment to Agreement. The Agreement is amended as follows:

1.1 Notwithstanding any other provision of the Agreement, effective as of the Amendment Effective Date, the following provisions shall apply to and be a part of the Agreement:

1.1.1 Rates.

1.1.1.1 The reciprocal compensation rates that shall apply pursuant to Section 251(b)(5) of the Act and Section 4.6 of the Agreement for the transport and termination of Local Traffic that has been delivered to the terminating Party-IP, shall be the reciprocal compensation rates set out in Attachment 1 to this Amendment.

1.1.1.2 The reciprocal compensation rates provided for in Section 1.1.1.1 above shall replace and apply in lieu of the reciprocal compensation rates for the transport and termination of Local Traffic set out in the Agreement (including, but not limited to, the reciprocal compensation rates set out in Exhibit A, Sections A.9 and B.1.a, and Note 3).

1.1.1.3 The reciprocal compensation rates provided for in Section 1.1.1.1 above shall apply to the Parties in an equal and symmetrical manner.

1.1.1.4 The rates provided for in Section 1.1.1.1 above shall apply until such time as they are replaced prospectively by new rates as may be approved or allowed into effect from time to time by the

Commission pursuant to FCC orders and the FCC Regulations, or by the FCC, subject to a stay or other order issued by any court of competent jurisdiction.

- 1.1.2 Reciprocal compensation shall not apply to traffic that is not subject to reciprocal compensation under Section 251(b)(5) of the Act.
  - 1.1.3 "Internet Traffic" means any traffic that is transmitted to or returned from the Internet at any point during the duration of the transmission.
  - 1.1.4 Local Traffic does not include any Internet Traffic. IntraMTA Traffic does not include any Internet Traffic.
  - 1.1.5 Reciprocal compensation shall not apply to Internet Traffic.
  - 1.1.6 The Parties' rights and obligations with respect to any intercarrier compensation that may be due in connection with their exchange of Internet Traffic shall be governed by the terms of the Order and other applicable FCC orders and FCC Regulations.
  - 1.1.7 The determination of whether traffic is Local Traffic or Internet Traffic shall be performed in accordance with Paragraphs 8 and 79, and other applicable provisions, of the Order (including, but not limited to, in accordance with the rebuttable presumption established by the Order that traffic delivered to a carrier that exceeds a 3:1 ratio of terminating to originating traffic is Internet Traffic, and in accordance with the process established by the Order for rebutting such presumption before the Commission).
  - 1.1.8 A Party shall not be obligated to pay any intercarrier compensation for Internet Traffic that is in excess of the intercarrier compensation for Internet Traffic that such Party is required to pay under the Order and other applicable FCC orders and FCC Regulations.
- 1.2 Notices to be given by Verizon to VZW under Section 23.10 of the Agreement on or after October 1, 2002 shall be delivered to the following:

Director of Interconnection  
Verizon Wireless  
GA3B1REG  
Alpharetta, GA 30004  
Attn.: Dudley Upton

Director Regulatory—Interconnection  
1300 I Street, NW, Suite 400W

Washington, DC 20005

2. Termination. If the Order is stayed, vacated or modified, in whole or in part, by the FCC or another governmental entity of competent jurisdiction, each Party shall have the right to terminate this Amendment by written notice to the other Party. The termination shall be effective upon receipt of the notice of termination by the other Party. In the event of such termination of this Amendment, the language of the Agreement, on a prospective basis, effective with the effective date of the termination, shall revert to the language of the Agreement (including any other amendments to the Agreement entered into by the Parties on, before or after the Amendment Effective Date) as it would have existed if this Amendment had not been entered into by the Parties. The provisions of this Section 2 shall be in addition to and not in limitation of any other provisions of the Agreement (including, but not limited to, Section 22, "Compliance with Laws; Regulatory Approval") that might apply if the Order is stayed, vacated or modified.


3. Scope of Amendment. Except to the extent set forth in Section 1 of this Amendment, the rates, charges and other provisions of the Agreement shall remain in full force and effect after the Amendment Effective Date. Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement.

4. Conflict Between this Amendment and the Agreement. This Amendment shall be deemed to revise the rates, charges and other provisions of the Agreement to the extent necessary to give effect to the rates, charges and other provisions of this Amendment. In the event of a conflict between a rate, charge or other provision of this Amendment and a rate, charge or other provision of the Agreement, this Amendment shall govern.

5. 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.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and delivered by their duly authorized representatives as of the Amendment Effective Date.

VERIZON PENNSYLVANIA INC.

By: 

Printed: Jeffrey A. Masoner

Title: Vice-President – Interconnection  
Services Policy & Planning

VERIZON WIRELESS PARTIES:

Cellco Partnership, Doing Business As  
Verizon Wireless

Pennsylvania No. 3 Sector 2 Limited Partnership,  
Doing Business as Verizon Wireless,  
By Cellco Partnership, its General Partner

Northeast Pennsylvania SMSA Limited Partnership,  
Doing Business as Verizon Wireless,  
By Cellco Partnership, its General Partner

Pennsylvania RSA 1 Limited Partnership,  
Doing Business as Verizon Wireless,  
By Cellco Partnership, its General Partner

By: 

Name: A. J. Melone

Title: Vice President – Network Operations Support

**ATTACHMENT 1**

**A. VERIZON SERVICES, FACILITIES, AND ARRANGEMENTS:**

| <b><u>Service or Element Description:</u></b>            | <b><u>Recurring Charges:</u></b>                                      | <b><u>Non-Recurring Charge:</u></b> |
|--|---|-------------------------------------|
| <b>I. Local Traffic Termination<sup>1</sup></b>          |   |                                     |
| Local Traffic Delivered at Verizon Interconnection Point | June 14, 2001 through December 13, 2001 -- \$0.0015 per minute of use | Not Applicable                      |
|  | December 14, 2001 through June 13, 2003 -- \$0.0010 per minute of use |                                     |
|  | June 14, 2003 and thereafter -- \$0.0007 per minute of use            |                                     |

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<sup>1</sup> The charges for Local Traffic Termination set out in this Section A.I, "Local Traffic Termination," are adopted pursuant to Paragraphs 89 through 94 of the FCC's Order on Remand and Report and Order, *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic*, FCC 01-131, CC Docket Nos. 96-98 and 99-68 (4/18/01). The dates shown in this schedule are not intended to modify the term of the Agreement or to affect either Party's right to exercise any right of termination it may have under the Agreement.



**B. VZW SERVICES, FACILITIES, AND ARRANGEMENTS:**

| <u>Service or Element Description:</u>               | <u>Recurring Charges:</u>   | <u>Non-Recurring Charge:</u> |
|--|---|------------------------------|
| <b>I. Local Traffic Termination<sup>2</sup></b>      |   |                              |
| Local Traffic Delivered at VZW Interconnection Point | June 14, 2001 through December 13, 2001 -- \$0.0015 per minute of use | Not Applicable               |
|  | December 14, 2001 through June 13, 2003 -- \$0.0010 per minute of use |                              |
|  | June 14, 2003 and thereafter -- \$0.0007 per minute of use            |                              |

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<sup>2</sup> The charges for Local Traffic Termination set out in this Section B.I, "Local Traffic Termination," are adopted pursuant to Paragraphs 89 through 94 of the FCC's Order on Remand and Report and Order, *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic*, FCC 01-131, CC Docket Nos. 96-98 and 99-68 (4/18/01). The charges for Local Traffic Termination set out in Section B.I are intended to be the same as the charges that Verizon bills to VZW for Local Traffic Termination set out in Section A.I. In the event of any change in the charges for Local Traffic Termination set out in Section A.I, the charges for Local Traffic Termination set out in Section B.I shall automatically change to be the same as the charges for Local Traffic Termination set out in Section A.I. The dates shown in this schedule are not intended to modify the term of the Agreement or to affect either Party's right to exercise any right of termination it may have under the Agreement.

# AMENDMENT NO. 2

**RECEIVED**

FEB 12 2014

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

**AMENDMENT NO. 2**

to the

**INTERCONNECTION AGREEMENT**

between

**VERIZON PENNSYLVANIA INC.,  
F/K/A BELL ATLANTIC – PENNSYLVANIA, INC.**

and

**CELLCO PARTNERSHIP,  
PENNSYLVANIA NO. 3 SECTOR 2 LIMITED PARTNERSHIP,  
NORTHEAST PENNSYLVANIA SMSA LIMITED PARTNERSHIP, and  
PENNSYLVANIA RSA 1 LIMITED PARTNERSHIP,  
D/B/A VERIZON WIRELESS**

**FOR PENNSYLVANIA**

This Amendment No. 2 (the "Amendment") shall be deemed effective on January 1, 2004 (the "Effective Date") by and between Verizon Pennsylvania Inc., formerly known as Bell Atlantic – Pennsylvania, Inc. ("Verizon"), and Cellco Partnership, doing business as Verizon Wireless, on behalf of itself and the other Verizon Wireless Parties listed on the signature page of this Amendment (Cellco Partnership and the other Verizon Wireless Parties are each hereinafter referred to as "Verizon Wireless"). (Verizon and Verizon Wireless may hereinafter be referred to, each individually, as a "Party," and, collectively, as the "Parties"). This Amendment covers services in the Commonwealth of Pennsylvania (the "Commonwealth").

**WITNESSETH:**

**WHEREAS**, Verizon and Verizon Wireless are Parties to an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 which was effective May 27, 1997 (the "Agreement"); and

**WHEREAS**, the Parties desire to amend the Agreement to add provisions to govern the exchange of toll free service access code (e.g., 800/877/888) ("8YY") calls between the Parties.

**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:

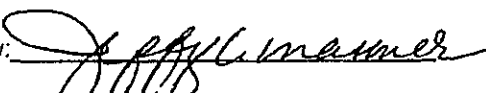
1. The Parties agree that the terms and conditions set forth in the Toll Free Service Access Code Traffic Attachment attached hereto shall govern the exchange of toll free service access code calls between the Parties.
2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed 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 2.

3. 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.
4. 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.
5. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in Section 1 of this Amendment, and, except to the extent set forth in Section 1 of this Amendment, the terms and provisions of the Agreement shall remain in full force and effect after the Effective Date.

**SIGNATURE PAGE**

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

VERIZON PENNSYLVANIA INC.

By: 

Printed: Jeffrey A. Masoner

Title: Vice-President - Interconnection  
Services Policy & Planning

Date: 4/27/04

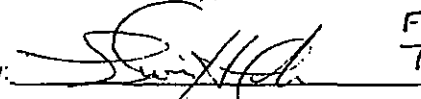
VERIZON WIRELESS PARTIES:

Cellco Partnership, Doing Business As  
Verizon Wireless

Pennsylvania No. 3 Sector 2 Limited Partnership,  
Doing Business as Verizon Wireless,  
By Cellco Partnership, its General Partner

Northeast Pennsylvania SMSA Limited Partnership,  
Doing Business as Verizon Wireless,  
By Cellco Partnership, its General Partner

Pennsylvania RSA 1 Limited Partnership,  
Doing Business as Verizon Wireless,  
By Cellco Partnership, its General Partner

By:  FOR  
TONY MELONE

Name: A. J. Melone

Title: Vice President - Network Operations Support

Date: 4-21-04

## TOLL FREE SERVICE ACCESS CODE TRAFFIC ATTACHMENT

The following terms shall apply when either Party delivers toll free service access code (e.g., 800/877/888)("8YY") calls to the other Party. For the purposes of this Section, the terms "translated" and "untranslated" refers to those toll free service access code calls that have been queried ("translated") or have not been queried ("untranslated") to an 8YY database. Except as otherwise agreed to by the Parties, upon request of Verizon, all Verizon Wireless originating "untranslated" 8YY traffic will be routed over a separate One-Way Trunk group. In the event that Verizon Wireless is requested to establish additional trunks to comply with requirements of this Attachment, these trunk additions shall be completed by Verizon Wireless within sixty (60) calendar days from the initial date of request by Verizon, or other timeframe agreed to by the Parties.

- 1.1 When Verizon Wireless delivers translated 8YY calls to Verizon for completion,
  - 1.1.1 to an IXC, Verizon Wireless shall:
    - 1.1.1.1 provide an appropriate Exchange Message Interface ("EMI") record to Verizon for processing and meet point billing in accordance with the meet point billing provisions of this Agreement; and
    - 1.1.1.2 bill the IXC the Verizon Wireless query charge associated with the call.
  - 1.1.2 to Verizon or another LEC that is a toll free service access code service provider in the LATA, Verizon Wireless shall:
    - 1.1.2.1 provide an appropriate EMI record to the toll free service access code service provider; and
    - 1.1.2.2 to the extent permitted by FCC rulings or orders or interconnection agreements with other Parties, bill the toll free service access code service provider the applicable Verizon Wireless switched access or reciprocal compensation rates and the Verizon Wireless query charge.
    - 1.1.2.3 Verizon shall bill applicable tandem transit service charges and associated passthrough charges to Verizon Wireless.
- 1.2 When Verizon performs the query and delivers translated 8YY calls, originated by Verizon's or another LEC's Customer,
  - 1.2.1 to Verizon Wireless should it become a toll free service access code service provider, Verizon shall:
    - 1.2.1.1 bill Verizon Wireless the Verizon query charge associated with the call; and
    - 1.2.1.2 provide an appropriate EMI record to Verizon Wireless; and
    - 1.2.1.3 bill Verizon Wireless Verizon's tariffed FGD switched exchange access or reciprocal compensation rates as applicable.

- 1.3 When Verizon Wireless: delivers untranslated 8YY calls to Verizon for completion,
  - 1.3.1 to an IXC, Verizon shall:
    - 1.3.1.1 query the call and route the call to the appropriate IXC; and
    - 1.3.1.2 provide an appropriate EMI record to Verizon Wireless, upon request of Verizon Wireless, to facilitate billing to the IXC; and
    - 1.3.1.3 bill the IXC the Verizon query charge associated with the call and any other applicable Verizon charges.
  - 1.3.2 to Verizon or another LEC that is a toll free service access code service provider in the LATA, Verizon shall:
    - 1.3.2.1 query the call and route the call to the appropriate LEC toll free service access code service provider; and
    - 1.3.2.2 provide an appropriate EMI record to Verizon Wireless, upon request of Verizon Wireless, to facilitate billing to the LEC toll free service access code service provider; and
    - 1.3.2.3 bill the LEC toll free service access code service provider the query charge associated with the call and any other applicable Verizon charges.
- 1.4 Verizon will not direct untranslated toll free service access code call to Verizon Wireless.

# AMENDMENT NO. 3

**RECEIVED**

FEB 12 2014

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU



**AMENDMENT NO. 3**

**TO THE**

**INTERCONNECTION AGREEMENT**

**BETWEEN**

**VERIZON PENNSYLVANIA INC., F/K/A BELL ATLANTIC - PENNSYLVANIA, INC.**

**AND**

**CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS**

This Amendment No. 3 (this "Amendment") shall be deemed effective on June 15, 2012 (the "Amendment Effective Date"), by and between Verizon Pennsylvania Inc., f/k/a Bell Atlantic - Pennsylvania, Inc. ("Verizon"), a Pennsylvania corporation with offices at 1717 Arch Street, Philadelphia, PA 19103, and Cellco Partnership d/b/a Verizon Wireless ("VZW"), a Delaware general partnership with offices at One Verizon Way, Basking Ridge, NJ 07920 (Verizon and VZW may be hereinafter referred to individually, as a "Party" and collectively as the "Parties"). This Amendment only covers the services addressed herein that Verizon provides in its operating territory in the Commonwealth of Pennsylvania (the "State").

**WITNESSETH:**

**WHEREAS**, Verizon and VZW are Parties to an interconnection agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") dated May 27, 1997 (the "Agreement"); and

**WHEREAS**, on November 18, 2011, in the Report and Order, *In the Matter of Connect America Fund, et al.*, 10-90, et al., FCC 11-161 (rel. Nov. 18, 2011) (the "Order"), as modified by the Order On Reconsideration in the same docket (rel. Dec. 23, 2011) (the "Order on Reconsideration"), the Federal Communications Commission provided rules for (among other things) intercarrier compensation for traffic exchanged between Commercial Mobile Radio Service ("CMRS") providers and Local Exchange Carriers; and

**WHEREAS**, in the Order, as modified by the Order on Reconsideration (and subject to the implementation timetable therein), the Commission adopted bill-and-keep as the default compensation for non-access traffic between local exchange carriers and CMRS providers (hereinafter referred to as "IntraMTA Default Compensation"); and

**WHEREAS**, VZW has requested that the Parties amend the Agreement to address the matters set forth herein;

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Amendment to Agreement. The Agreement is amended to incorporate the terms and conditions set forth in this Amendment, all of which shall apply to and be a part of the Agreement (such Agreement, as so amended, the "Amended Agreement") notwithstanding any other term or condition of the Amended Agreement, a Tariff or a Verizon Statement of Generally Available Terms and Conditions ("SGAT").

1.1 Reciprocal Compensation Rate.

- 1.1.1 For traffic exchanged on and after the Rate Effectiveness Date (as defined below), the Reciprocal Compensation Rate that shall apply pursuant to Section 251(b)(5) of the Act and Section 4.6 of the Agreement for the transport and termination of Local Traffic that has been delivered to the terminating Party-IP, shall be the Reciprocal Compensation Rate set out in Exhibit A to this Amendment.
- 1.1.2 [Intentionally Left Blank].
- 1.1.3 The Reciprocal Compensation Rate provided for in Section 1.1.1 above shall replace and apply in lieu of the Reciprocal Compensation Rate for the transport and termination of Local Traffic set out in the Agreement (including, but not limited to, the Reciprocal Compensation Rate set out in Exhibit A, Sections A.9 and B.1.a, and Note 3).
- 1.1.4 The Reciprocal Compensation Rate provided for in Section 1.1.1 above shall apply to the Parties in an equal and symmetrical manner.
- 1.1.5 The Reciprocal Compensation Rate (including, but not limited to, per minute of use rates) billed by VZW to Verizon shall not exceed the Reciprocal Compensation Rate (including, but not limited to, per minute of use rates) billed by Verizon to VZW.
- 1.1.6 The "Rate Effectiveness Date" shall be the later of: (a) the Amendment Effective Date, (b) July 1, 2012, or (c) such later date that the FCC or a court of competent jurisdiction subsequently establishes as the date on which IntraMTA Default Compensation becomes effective (the "Subsequent Rate Effectiveness Date"). In the event that the FCC or a court of competent jurisdiction issues a Subsequent Rate Effectiveness Date after the Parties implement the Rate Effectiveness Date, then the Subsequent Rate Effectiveness Date shall become the new Rate Effectiveness Date, and any amounts paid or payable by the Parties shall be adjusted retroactively.
- 1.1.7 The rates set forth in this Amendment shall apply until such time as they are replaced prospectively by such new rates as may be approved or allowed into effect from time to time by the Commission pursuant to FCC orders and FCC regulations, or by the FCC, subject to a stay or other order issued by a court of competent jurisdiction.
- 1.2 Reciprocal Compensation shall not apply to traffic that is not subject to Reciprocal Compensation under Section 251(b)(5) of the Act.

## 2. Miscellaneous Provisions.

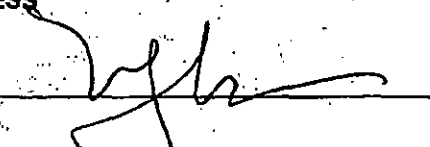
- 2.1 Conflict Between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and conditions of the Agreement to the extent necessary to give effect to the terms and conditions of this Amendment. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, this Amendment shall govern; provided, however, that the fact that a term or condition 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 2.1.

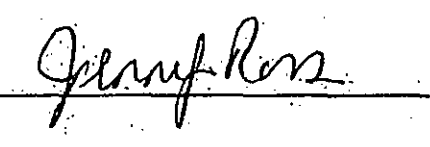
- 2.2 Capitalization. Capitalized terms used and not otherwise defined herein have the meanings set forth in the Amended Agreement.
- 2.3 Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
- 2.4 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 condition of this Amendment.
- 2.5 Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in this Amendment, and, except to the extent expressly set forth in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect after the Amendment Effective Date. For the avoidance of any doubt, nothing in this Amendment shall be deemed to amend or extend the term of the Amended Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Amended Agreement.
- 2.6 Joint Work Product. The Parties acknowledge that this Amendment is the joint work product of the Parties, that, for convenience, this Amendment has been drafted in final form by Verizon and that, accordingly, in the event of ambiguities in this Amendment, no inferences shall be drawn for or against either Party on the basis of authorship of this Amendment.
- 2.7 Amendments. No amendments or modifications shall be made to this Amendment unless in writing and signed by appropriate representatives of the Parties.
- 2.8 Waivers. A failure or delay of either Party to enforce any of the provisions of this Amendment, or any right or remedy available under this Amendment, or at law or in equity, or to require performance of any of the provisions of this Amendment, or to exercise any option that is provided under this Amendment, shall in no way be construed to be a waiver of such provisions, rights, remedies or options.
- 2.9 Definitions. Notwithstanding any other provision in the Agreement, this Amendment or any Verizon Tariff or SGAT, the term "Tariff," as used in this Amendment, shall mean: (a) Any applicable Federal or state tariff of a Party, as amended from time to time; or (b) any standard agreement or other document, as amended from time to time, that sets forth the generally available terms, conditions and prices under which a Party offers a Service. The term "Tariff" does not include any Verizon Statement of Generally Available Terms (SGAT) which has been approved or is pending approval by the Commission pursuant to Section 252(f) of the Act.
- 2.10 Further Assurance. VZW represents and warrants that as of the Amendment Effective Date, and covenants that so long as this Amendment and the Agreement remain in effect, neither VZW, nor any CMRS provider controlled by or under common control with VZW, shall exchange with Verizon, or any incumbent local exchange carrier controlled by or under common control with Verizon, Local Traffic for the Commonwealth of Pennsylvania at any rates other than the rates for such traffic as specified in this Amendment.

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

CELLCO PARTNERSHIP D/B/A VERIZON  
WIRELESS

VERIZON PENNSYLVANIA INC.

By: 

By: 

Printed: Marjorie Hsu

Printed: Jennifer Ross

Title: VP - Network Administration

Title: Director-Interconnection

Date: 6/25/12

Date: 7/5/2012

**EXHIBIT A**

**A. SERVICES, FACILITIES, AND ARRANGEMENTS:**

**Service or Element Description:**

**Recurring Charges:**

**Non-Recurring Charge:**

**I. Reciprocal Compensation Traffic Termination**

Local Traffic

For traffic exchanged on and after the Rate Effectiveness Date: \$0.00 per minute of use. (Bill-and-Keep.)

Not Applicable

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**RECEIVED**

FEB 12 2014

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

SERVICE LIST

Tanya J. McCloskey  
Acting Consumer Advocate  
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