

**Routing of Traffic Through a Third Party Transit Provider Amendment
to the Commercial Mobile Radio Services Agreement between
CenturyTel of Cowiche, Inc. d/b/a CenturyLink;
CenturyTel of Inter Island, Inc. d/b/a CenturyLink;
CenturyTel of Washington, Inc. d/b/a CenturyLink
and
DISH Wireless L.L.C.
for the State of Washington**

This Amendment (“Amendment”) is to the Commercial Mobile Radio Services Agreement between CenturyTel of Cowiche, Inc. d/b/a CenturyLink, CenturyTel of Inter Island, Inc. d/b/a CenturyLink, CenturyTel of Washington, Inc. d/b/a CenturyLink (“CenturyLink”), and DISH Wireless L.L.C. (“Carrier”), collectively referred to as, the “Parties.”

RECITALS

WHEREAS, CenturyLink and Carrier entered into a Commercial Mobile Radio Services Agreement (“Agreement”), as subsequently amended by the Parties for service in the State of Washington, which states that terminating compensation for IntraMTA traffic is treated on a “bill and keep” basis, pursuant to the terms of the Agreement that was executed on October 18, 2021; and

WHEREAS, Carrier has requested the ability to allow a third party to transit traffic between Carrier and CenturyLink, subject to limitations and requirements of the Local Exchange Routing Guide (“LERG”) and other applicable requirements, including but not limited to the Agreement; and

WHEREAS, the Parties wish 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:

Amendment Terms

The purpose of this Amendment is to provide the conditions under which the Parties may use a Third Party Transit Provider to exchange traffic between their networks (see Attachment 1). This amendment complies with the Agreement that requires an amendment prior to such an exchange.

For purposes of Section 12.1 of the Agreement, where the Carrier is the recipient, Carrier may disclose such information as necessary to Carrier’s authorized representative when Carrier provides a letter of authority to CenturyLink.

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.

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

The Agreement as amended (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of the Agreement as amended and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of the Agreement as amended.

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.

DISH Wireless L.L.C.

**CenturyTel of Cowiche, Inc. d/b/a
CenturyLink;
CenturyTel of Inter Island, Inc. d/b/a
CenturyLink;
CenturyTel of Washington, Inc. d/b/a
CenturyLink**

Jeff McSchooler
Jeff McSchooler (Aug 4, 2022 08:58 MDT)

Kimberly J. Povirk
Kimberly J. Povirk (Aug 4, 2022 10:01 CDT)

Signature

Signature

Jeff McSchooler

Name Printed/Typed

Kimberly J. Povirk

Name Printed/Typed

EVP, Wireless Network Operations

Title

Sr. Dir. Bus. Ops Wholesale Sales

Title

Aug 4, 2022

Date

Aug 4, 2022

Date

ATTACHMENT 1

Routing of Traffic Through a Third Party Transit Provider Amendment

ARTICLE I. DEFINITIONS

1. DEFINITIONS

“InterMTA Traffic” for purposes of intercarrier compensation under this Agreement, InterMTA Traffic means telecommunications traffic between CenturyLink and a CMRS provider that, at the beginning of the call, originates in one Major Trading Area but terminates in a different Major Trading Area. For purposes of determining whether traffic originates and terminates in different MTAs, and therefore whether the traffic is InterMTA, the location of the landline end user and the location of the cell site that serves the mobile end user at the beginning of the call may be used.

“Local Traffic (IntraMTA)” means, for purposes of reciprocal compensation under this Agreement, telecommunications traffic between CenturyLink and Carrier that, at the beginning of the call, originates and terminates within the same MTA, as defined in 47 CFR §24.202 and that is Non-Access Telecommunications Traffic as set forth in 47 CFR §51.701(b) that is originated or terminated as wireless traffic by Carrier’s end user. This shall not affect CenturyLink’s landline calling scope or other interexchange arrangements which shall be determined in accordance with Commission-approved local calling areas.

“Transit Traffic” means traffic that is originated by Carrier, transited through CenturyLink, and terminated to a third party Telecommunications Carrier’s network, or originated on a third party Telecommunications Carrier’s network, transited through CenturyLink, and terminated on Carrier’s network.

1. Carrier may designate a Third Party Transit Provider or more than one Third Party Transit Providers to exchange InterMTA and IntraMTA traffic between the Parties’ networks under the following conditions:

1.1 Prior to the use of each Third Party Transit Provider to exchange traffic between the Parties, Carrier will identify the transiting party (“Third Party Transit Provider”), and CenturyLink will confirm that the Third Party Transit Provider Amendment to the Third Party Transit Provider’s current interconnection agreement with CenturyLink has been completed.

1.2 Prior to the use of a Third Party Transit Provider(s) to exchange traffic between the Parties and after the effective date of the amendment required in Section 1.1. Carrier must designate its NPA-NXX codes in the LERG as homing to each Third Party Transit Provider’s Tandem Switch in the LATA or a Third Party Transit Provider’s Tandem designation in the LERG for homing of local and/or intraLATA codes within the LATA. Neither CenturyLink nor Carrier will route through a Third Party Transit Provider’s Tandem Switch until and unless this designation is made. CenturyLink may route its originating or transit traffic bound for the NPA-NXX(s) designated under this Section to the Third Party Transit Provider’s Tandem Switch or may choose to route traffic directly to the Carrier’s end office. After the Parties have established Direct Interconnection between their networks, neither Party may continue to transmit its originated InterMTA, IntraMTA and transit traffic indirectly.

1.3 Each Party that originates the traffic is responsible for payment of any

charges incurred and/or billed by a Third Party Transit Provider, for transit, transport and/or termination compensation arrangements that may or may not be contained in separate agreements with CenturyLink or Carrier. This applies for each Party's originated traffic but not limited to traffic that transits the network of the other Party or the Third Party Transit Provider. For traffic terminating to CenturyLink or Carrier, the bill and keep provisions of the Agreement will govern any compensation between CenturyLink and Carrier. Carrier represents and warrants that it has an agreement with each Third Party Transit Provider that complies with the requirements of this Section 1.3. Each Third Party Transit Provider will be responsible for all MOU with Carrier in both directions in the calculation of the Third Party Transit Provider's allocation of shared costs for transport.

1.4 No other traffic shall be exchanged pursuant to the provisions of Section 1 and its subsections.

1.5 Carrier will pass unaltered to the Third Party Transit Provider(s) all signaling information (e.g., originating Calling Party Number and destination called party number, etc.) per 47 C.F.R. § 64.1601 and industry standards.

1.6 This Section 1 and accompanying sub-sections do not otherwise modify or supersede the terms and conditions of any agreement that Carrier may have with CenturyLink, including tariffs, interconnection and/or access agreements.

1.7 Carrier will be responsible to provide originating records, in EMI Category 11-01-XX format to CenturyLink, if a Third Party Transit Provider is unable to provide transit records.