

**Routing of Traffic Through a Third Party Transit Provider Amendment
to the Interconnection Agreement between
Qwest Corporation dba CenturyLink QC
and
DISH Wireless L.L.C.
for the State of Washington**

This Amendment (“Amendment”) is to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC (“CenturyLink”) and DISH Wireless L.L.C. (“WSP”) collectively referred to as, the “Parties.”

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement (“Agreement”), for service in the State of Washington that was approved by the Commission, 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 approved by the Commission; and

WHEREAS, WSP has requested the ability to allow a third party to transit traffic between the Parties, 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 sections 6.2.1.1 and 6.3.1 of the Agreement that requires an amendment prior to such an exchange.

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 each Party.

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.

Qwest Corporation dba CenturyLink QC

Jeff McSchooler
Jeff McSchooler (Mar 27, 2021 06:58 MDT)

Kimberly J. Povirk
Kimberly J. Povirk (Mar 27, 2021 08:34 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

Mar 27, 2021

Mar 27, 2021

Date

Date

ATTACHMENT 1

Terms of Routing of Traffic Through a Third Party Transit Provider Amendment

SECTION 4.0 - DEFINITIONS

“InterMTA” describes Wireless Telecommunications Services originating in one MTA and terminating in another MTA.

“IntraMTA” describes Wireless Non-Access Telecommunications Traffic that originates and terminates in the same MTA.

“Transit Service” is any traffic that originates from one (1) Telecommunications Carrier's network and/or its end user(s), transits another Telecommunications Carrier's network, and terminates to yet another Telecommunications Carrier's network and/or its end user(s).

SECTION 6.0 - INTERCONNECTION

6.2 Exchange of Traffic

6.2.1.1.1 WSP 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:

6.2.1.1.1.1 Prior to the use of each Third Party Transit Provider to exchange traffic between the Parties, WSP will identify such 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.

6.2.1.1.1.2 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 6.2.1.1.1., WSP must designate its NPA-NXX codes in the LERG as homing to a 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 WSP will route through a Third Party Transit Provider's Tandem Switch until and unless this designation is made. Upon this designation, WSP must route its traffic originating from the NPA-NXX(s) designated under this Section through the Third Party Transit Provider's Tandem Switch, at its sole expense, to reach CenturyLink's network. 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 WSP's end office. If WSP and CenturyLink have established Direct Interconnection between their networks, neither Party may continue to transmit its originated InterMTA, IntraMTA and transit traffic indirectly.

6.2.1.1.1.3 Each Party that originates the traffic is responsible for payment of any charges incurred and/or billed by 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 WSP. This applies for each Party's originated traffic but is not limited to traffic that transits the network of the other Party or the Third Party Transit Provider. For traffic terminating to CenturyLink or WSP, the bill and keep provisions of the Agreement will govern any compensation between CenturyLink and WSP. WSP represents and warrants that it has an agreement with Third Party Transit Provider that complies with the requirements of this Section 6.2.1.1.1.3.

6.2.1.1.1.4 No other traffic shall be exchanged pursuant to the provisions of Section 6.2.1.1.1 and its subsections.

6.2.1.1.1.5 WSP will pass unaltered to the Third Party Transit Provider 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.

6.2.1.1.1.6 This Section 6.2.1.1.1 and accompanying sub-sections do not otherwise modify or supersede the terms and conditions of any agreement that WSP may have with CenturyLink, including tariffs, interconnection and/or access agreements.

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