

**Routing of Traffic Through a Third Party Transit Provider Amendment
to the Interconnection Agreement between
Qwest Corporation dba CenturyLink QC
and
American Messaging Services, LLC
for the State of Washington**

This Amendment (“Amendment”) is to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC (“CenturyLink”) and American Messaging Services, LLC (“Paging Provider”) collectively referred to as, the “Parties.”

RECITALS

WHEREAS, the Parties entered into a Paging 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, Paging Provider 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).

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.

American Messaging Services, LLC

Qwest Corporation dba CenturyLink QC


Jeff Chalmers (Dec 10, 2021 08:08 CST)


Kimberly J. Povirk (Dec 10, 2021 09:07 CST)

Signature

Signature

Jeff Chalmers, Sr.

Name Printed/Typed

Kimberly J. Povirk

Name Printed/Typed

Sr. Vice President and CFO

Title

Sr. Dir. Bus. Ops Wholesale Sales

Title

Dec 10, 2021

Date

Dec 10, 2021

Date

ATTACHMENT 1

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

SECTION 3.0 - 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).

The following language is added to the existing language, in the Agreement, in its entirety. The numbering is used as a convenience to the Parties and may not be related to the numbering of the remainder of the Agreement.

SECTION 1.0 – PAGING TRAFFIC

1.1 Exchange of Traffic

1.1.1. Paging Provider may designate a Third Party Transit Provider to exchange InterMTA and IntraMTA traffic between the Parties’ networks under the following conditions:

1.1.1.1. Prior to the use of a Third Party Transit Provider to exchange traffic between the Parties, Paging Provider 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.

1.1.1.2 Prior to the use of a Third Party Transit Provider to exchange traffic between the Parties and after the effective date of the amendment required in Section 1.1.1.1., Paging Provider 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 Paging Provider will route through a Third Party Transit Provider’s Tandem Switch until and unless this designation is made. Upon this designation, Paging Provider 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 Paging Provider’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.

1.1.1.3 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 Paging Provider. 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 Paging Provider, the bill and keep provisions of the Agreement will govern any compensation between CenturyLink and Paging Provider. Paging Provider represents and warrants that it has an agreement with Third Party Transit Provider that complies with the requirements of this Section.

1.1.1.4 No other traffic shall be exchanged pursuant to the provisions of this Amendment.

1.1.1.5 Paging Provider 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.

1.1.1.6 This Amendment does not otherwise modify or supersede the terms and conditions of any agreement that Paging Provider may have with CenturyLink, including tariffs, interconnection and/or access agreements.

1.1.1.7 Paging Provider 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.