

**Resale Forbearance Amendment  
to the Master Resale Agreement between  
United Telephone Company of the Northwest d/b/a CenturyLink  
and  
Spectrotel, Inc.  
for the State of Washington**

This Amendment to the Master Resale Agreement (“Agreement”) is entered into by and between United Telephone Company of the Northwest d/b/a CenturyLink (“CenturyLink”), and Spectrotel, Inc. (“CLEC”), in its capacity as a certified provider of local wireline Telecommunications Service. CenturyLink and CLEC are herein referred to collectively as the “Parties” and each individually as a “Party”.

**RECITALS**

WHEREAS, the Parties entered into a Master Resale Agreement (“Agreement”) for service in the state of Washington which was effective on August 29, 2012; and

WHEREAS, on August 2, 2019, the FCC released Order FCC 19-72, a Memorandum Opinion and Order in WC Docket 18-141 (the “UNE Analog Loop and Resale Forbearance Order”), which became effective upon release; and

WHEREAS, the Parties agree that the Forbearance Order is a change in Applicable Law that, pursuant to the terms of the Agreement, may be incorporated through an amendment to the Agreement; and

WHEREAS, the Parties, each without waiving any rights or arguments it may have with respect to whether an amendment is required, in order to implement the terms of the Forbearance Order and consistent with the terms of the Agreement regarding changes in Applicable Law, the Parties desire to amend the Agreement further 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 Agreement is hereby amended by adding terms and conditions for Resale as set forth in attachments and Table 1 to this Amendment, attached hereto and incorporated herein by this reference. Any capitalized terms not defined specifically in this Amendment are as defined in the Agreement.

**Effective Date**

This Amendment shall be deemed effective upon approval by the Commission, or by being permitted to go into effect by operation of law; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, CLEC must generate, if necessary, an updated CLEC Checklist. The Parties agree that so long as

CenturyLink implements the billing changes and the true-up as set forth below, the CLEC's bills shall be deemed accurate and adjusted without error.

**Further Amendments**

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

**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.

**Spectrotel, Inc.**

*Rebecca H. Sommi*  
Rebecca H. Sommi (Mar 30, 2020)  
\_\_\_\_\_  
Signature  
Rebecca H. Sommi  
Name Printed/Typed  
VP of Carrier Relations  
Title  
Mar 30, 2020  
Date

**United Telephone Company of the Northwest d/b/a CenturyLink**

*Kimberly J. Povirk*  
Kimberly J. Povirk (Mar 31, 2020)  
\_\_\_\_\_  
Signature  
Kimberly J. Povirk  
Name Printed/Typed  
Sr. Dir. Bus. Ops Wholesale Sales  
Title  
Mar 31, 2020  
Date

*Kimberly J. Povirk*  
Kimberly J. Povirk (May 28, 2020 11:26 CDT)  
May 28, 2020

**ATTACHMENT 1**

1. **Resale Provisions** – Pursuant to the Forbearance Order, CLEC’s ability to order new services and retain existing services from CenturyLink for resale pursuant to the Agreement is altered as follows:
  - a. **Effective Date to February 2, 2020** – During the time period from the Effective Date of this Amendment until February 2, 2020, CLEC may order any services for resale pursuant to the applicable terms and conditions of the Agreement. In addition, CLEC may make changes in existing resold services, also pursuant to the applicable terms of the Agreement, until February 2, 2020.
  - b. **February 2, 2020 to August 2, 2022** – After February 2, 2020, CLEC cannot order any services for resale from CenturyLink pursuant to the applicable provisions of the Agreement. CenturyLink will process and complete any orders received prior to February 2, 2020, so long as those orders do not have a delivery date of any future date and are asked to be delivered on a normal or expedited timeframe in the ordinary course of business. Any orders for new services for resale will be pursuant solely to the terms of the applicable Tariff for the service including any ICB agreements entered into under the applicable Tariffs.
    - i. For any services procured for resale under the terms of the Agreement (“Existing Resale Services”) on February 2, 2020 or prior, CenturyLink will continue to provide such Existing Resale Services pursuant to the terms of the Agreement, including any discounts delineated in Table 1 of the Agreement.
    - ii. CLEC cannot make any changes to such Existing Resale Services, as they will be treated in a “grandfathered” status, with continued receipt or disconnection of the Existing Resale Services the only options under the Agreement available to CLEC. If CLEC issues an order to change such services, it will be treated as new services for resale and will be provided solely under the Tariffs, rather than under the Agreement.
    - iii. CLEC agrees that it will no longer submit any Order for resale services under the Agreement from CenturyLink after February 2, 2020. CLEC agrees that it is the CLEC’s responsibility to ensure that no further Order for resold services under the Agreement are submitted after February 2, 2020. If resold services are ordered after February 2, 2020 CLEC agrees that the Agreement is no longer in effect and resold services are being ordered per the applicable tariff at the full rates in the tariff. CenturyLink may request CLEC put something in the Remarks section on the LSR when submitting resold orders after February 2, 2020.
      1. In order to ensure compliance with these provisions, the Parties agree that CenturyLink, on no more than quarterly basis, CenturyLink may conduct an audit of CLEC’s order activity after February 2, 2020, in order to identify any mistaken instances of attempting to order resold services under the terms of the Agreement.

2. Should such instances occur, the Parties further agree that CenturyLink may issue a bill using the effective date of the changes that the applicable service was originally ordered (“Resale True-Up Bill”) removing the discount for such services and billing under the Tariffs at full tariffed prices. CLEC agrees not to contest such Resale True-Up Bills unless such billing is not consistent with the applicable Tariff.
- c. After August 2, 2022** – The Parties agree that CenturyLink will no longer provide any Existing Resold Services under the terms of the Agreement after August 2, 2022. CLEC is solely responsible for either disconnecting such Existing Resold Services prior to August 2, 2022 or ordering them as new services under the applicable Tariffs. The Parties are free to mutually agree on conversion processes that may be implemented, whether under a separate agreement or as a further amendment to this Agreement.

Table 1 - Rates

KEY CODES		Embarq - Washington		February 2020
MRC	NRC	<b>Resale Elements</b>		
		<b>Account Establishment Charge (*A, *B)</b>	MRC	NRC
		Account Establishment		\$0.00
		<b>Customer Service Record Search (*A, *B)</b>	MRC	NRC
		CSR - Manual		\$12.30
		CSR - Automated		\$0.00
		<b>Resale Discounts (*A, *B)</b>	MRC	NRC
		Other than Operator / DA	16.86%	
		Op Assist / DA	8.46%	
		<b>Usage File Charges (*A, *B)</b>	MRC	NRC
		Message Provisioning, per message	\$0.000684	
		Data Transmission, per message	\$0.000000	
		Media Charge - per CD (Price reflects shipping via regular U.S. Mail)		\$18.00
		<b>Other Charges (*A, *B)</b>	MRC	NRC
		Temporary Suspension of Service for Resale - <b>SUSPEND</b>		\$0.00
		Temporary Suspension of Service for Resale - <b>RESTORE</b>		\$21.00
		PIC Change Charge, per change		Per Tariff
		Operator Assistance / Directory Assistance Branding		ICB
		<b>UNE Loop, Tag &amp; Label / Resale Tag &amp; Label (*A, *B)</b>	MRC	NRC
I0005		Tag and Label on a reinstall loop or an existing loop or resale		\$10.21
		<b>Directory Services (*A, *B)</b>	MRC	NRC
		Directory - Premium & Privacy Listings	Refer to Applicable Retail Tariff	
		Ad Hoc (Each Additional ) Galley		\$150.00
		Directory Listings - (if CLEC not purchasing UNE Loops or Resale Services)	\$0.00	