

**Unbundled Network Elements (UNEs) - Resale Forbearance Amendment  
to the Interconnection Agreement between  
United Telephone Company of the Northwest d/b/a CenturyLink  
and  
BullsEye Telecom, Inc.  
for the State of Washington**

This Amendment to the Interconnection Agreement (“Agreement”) is entered into by and between United Telephone Company of the Northwest d/b/a CenturyLink (“CenturyLink”), and Bullseye Telecom, 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 an Interconnection Agreement (“Agreement”) for service in the state of Washington which was executed on February 1, 2008; and

WHEREAS, the Parties entered into an Interconnection Agreement (“Agreement”) for service in the state of Washington which was allowed to go into effect by the Washington Utilities and Transportation Commission (“Commission”); and

WHEREAS, on July 12, 2019, the Federal Communications Commission (the, “FCC” or “Commission”) released Order FCC 19-66, a Report and Order on Remand and Memorandum Opinion and Order in WC Docket Nos. 18-141, et al (the “UNE Transport Order”), which became effective upon release; 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 (together, with the UNE Transport Order, collectively referred to as the “Forbearance Orders”); and

WHEREAS, the Parties agree that the Forbearance Orders are changes in Applicable Law that, pursuant to the terms of the Agreement, may be incorporated through an amendment to the Agreement; and

WHEREAS, in order to implement the terms of the Forbearance Orders 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 Unbundled Network Elements (UNEs) and 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.

#### **BullsEye Telecom, Inc.**

Thomas F. Tisko  
Thomas F. Tisko (Mar 18, 2020)

\_\_\_\_\_  
Signature

Thomas F. Tisko  
\_\_\_\_\_  
Name Printed/Typed

\_\_\_\_\_  
President and CEO

Title  
Mar 18, 2020  
\_\_\_\_\_

Date

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

Kimberly J. Povirk  
Kimberly J. Povirk (Mar 18, 2020)

\_\_\_\_\_  
Signature

Kimberly J. Povirk  
\_\_\_\_\_  
Name Printed/Typed

\_\_\_\_\_  
Sr. Dir. Bus. Ops Wholesale Sales

Title  
Mar 18, 2020  
\_\_\_\_\_

Date

Kimberly J. Povirk  
Kimberly J. Povirk (May 27, 2020 15:24 CDT)

May 27, 2020

## ATTACHMENT 1

1. **Resale Provisions** – Pursuant to the Forbearance Orders, 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. 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 orders 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 orders 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.
- 2. UNE Analog Loops** – Pursuant to the terms of the Forbearance Orders, the terms and conditions under which CLEC may order and maintain Analog Unbundled Loops, as defined in the Agreement and Two-Wire/Four-Wire Unbundled Distribution Loop, as provided in the Agreement (together, referred to as “Analog Unbundled Loops”) are 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 Analog Unbundled Loops pursuant to the applicable terms and conditions of the Agreement. In addition, CLEC may make changes in existing Analog Unbundled Loop arrangements, also pursuant to the applicable terms of the Agreement.
  - b. **February 2, 2020 to August 2, 2022** - After February 2, 2020, CLEC cannot order any Analog Unbundled Loops from CenturyLink pursuant to the applicable provisions of the Agreement.
    - i. For any Unbundled Analog Loops procured under the terms of the Agreement (“Existing Analog Loops”) on February 2, 2020 or prior, CenturyLink will continue to provide such Existing Analog Loops pursuant to the terms of the agreement, including the applicable rates delineated in Table 1 of the Agreement.
    - ii. CLEC cannot make any changes to such Existing Analog Loops, as they will be treated in a “grandfathered” status, with continued receipt or disconnection of the Existing Analog Loops the only options under the Agreement available to CLEC. If CLEC issues an order to change such services, it will be treated as a conversion to Special Access services being provided solely under the Tariffs, rather than under the Agreement.
    - iii. CLEC agrees that it will no longer submit any orders for Unbundled Analog Loops under the Agreement from CenturyLink after February 2, 2020. CLEC agrees that it is the responsibility of the CLEC to ensure that no further orders for such Analog Unbundled Loops under the Agreement are submitted after February 2, 2020.
      - 1. In order to ensure compliance with these provisions, the Parties agree that CenturyLink, on a no more than quarterly basis, may conduct an audit of CLEC’s order activity after February 2, 2020, in order to identify any mistaken instances of attempting to order Analog Unbundled Loops under the terms of the Agreement.

2. Should such instances occur, the Parties further agree that CenturyLink will request CLEC to disconnect such services and order them as new by ordering the Special Access service under the applicable Tariff, changing the applicable rate charged, and CenturyLink may issue a bill using the effective date of the changes that the applicable Unbundled Analog Loop was originally ordered (“Analog Loop True-Up Bill”). CLEC agrees not to contest such Analog Loop True-Up Bills unless such billing is not consistent with the applicable Tariff.
    - iv. CLEC agrees that any provisions in the Agreement that provide for Line Splitting are also removed and may no longer be ordered, as they all involve an order of an Unbundled Analog Loop. Any existing arrangements will be maintained during the time period of this section.
  - c. **After August 2, 2022** - The Parties agree that CenturyLink will no longer provide any Unbundled Analog Loops under the terms of the Agreement after August 2, 2022, including any arrangements for Line Splitting. CLEC is solely responsible for either disconnecting such Analog Unbundled Loops prior to August 2, 2022 or converting them to a service under the applicable Tariffs. For any Analog Unbundled Loops in place as of August 2, 2022, CLEC agrees that CenturyLink will convert any such Analog Unbundled Loops to the appropriate Special Access service under the applicable Tariff, and CLEC is then responsible for such services under that Tariff. In addition, should any charges be necessary as part of that conversion, CLEC agrees that it is responsible for payment of such charges and will not dispute application of such charges necessary for the conversion. As Line Splitting is not an available service under CenturyLink’s Tariffs, CLEC must convert to alternative arrangements that meet its needs, as such arrangements will otherwise be terminated after August 2, 2022.
  - d. **Alternative Analog Unbundled Loops Commercial Arrangements** – The Parties understand and agree that the Forbearance Orders specifically permit alternative commercial arrangements for the provision of UNEs that are impacted by the Forbearance Orders. Nothing in this Amendment either requires CenturyLink to enter into such alternative arrangements or prohibits the Parties from reaching an agreement on terms and conditions of such alternative arrangements. The Parties agree that nothing in such alternative arrangement would ever be intended to change any of the obligations under this Agreement, rather to be in parallel to the terms and conditions of the Agreement.
  - e. **UNE Combinations** – Any UNE Combinations provided under the Agreement that might include UNE Analog Loop are also treated as UNE Analog Loops under this Agreement.
3. **UNE Transport** - Pursuant to the terms of the Forbearance Orders, the terms and conditions under which CLEC may order and maintain Unbundled Dedicated Interoffice Transport (“UDIT”), as provided in the Agreement and Enhanced Extended Loop (“EEL”), as provided in the Agreement (together, referred to as “UNE Transport”) are altered as follows:
    - a. **Effective Date to January 12, 2020** - During the time period from the Effective Date of this Amendment until January 12, 2020, CLEC may order UNE Transport

pursuant to the applicable terms and conditions of the Agreement. In addition, CLEC may make changes in existing UNE Transport arrangements, also pursuant to the applicable terms of the Agreement.

- b. January 12, 2020 to July 12, 2022** - After January 12, 2020, CLEC cannot order any UNE Transport from CenturyLink pursuant to the applicable provisions of the Agreement that has each endpoint in one of the Serving Wire Centers listed on the Wholesale website:<http://www.centurylink.com/wholesale/clecs/nta.html#UNE-F> to this Amendment (“Forbearance UNE Transport”). For any UNE Transport that does not meet the definition of Forbearance UNE Transport, such UNE Transport will continue to be available and provided under the terms of the Agreement, including the terms under which it may be withdrawn.
- i. For any Forbearance UNE Transport procured under the terms of the Agreement (“Existing Forbearance UNE Transport”) on January 12, 2020 or prior, CenturyLink will continue to provide such Existing Forbearance UNE Transport pursuant to the terms of the Agreement, including the applicable rates delineated in Table 1 of the Agreement.
  - ii. CLEC cannot make any changes to such Existing UNE Transport, as they will be treated in a “grandfathered” status, with continued receipt or disconnection of the Existing UNE Transport the only options under the Agreement available to CLEC. If CLEC issues an order to change such services, it will be treated as a conversion to Special Access services being provided solely under the Tariffs, rather than under the Agreement.
  - iii. CLEC agrees that it will no longer submit any orders for Forbearance UNE Transport under the Agreement from CenturyLink after January 12, 2020. CLEC agrees that it is the CLEC’s responsibility to ensure that no further orders for such Forbearance UNE Transport under the Agreement are submitted after January 12, 2020.
    1. In order to ensure compliance with these provisions, the Parties agree that CenturyLink, on a no more than quarterly basis, may conduct an audit of CLEC’s order activity after January 12, 2020, in order to identify any mistaken instances of attempting to order Forbearance UNE Transport under the terms of the Agreement.
    2. Should such instances occur, the Parties further agree that CenturyLink will convert such services to the Special Access service under the applicable Tariff, changing the applicable rate charged as needed, and issue a bill to make the effective date of the charges be the date the applicable Forbearance UNE Transport was originally ordered (“UNE Transport True-Up Bill”). CLEC agrees not to contest such UNE Transport True-Up Bills unless such billing is not consistent with the applicable Tariff.
- c. After July 12, 2022** - The Parties agree that CenturyLink will no longer provide any Forbearance UNE Transport under the terms of the Agreement after July 12, 2022. CLEC is solely responsible for either disconnecting such Forbearance UNE Transport prior to July 12, 2022 or converting to Special Access service under the applicable Tariffs. For any Forbearance UNE Transport in place as of

July 12, 2022, CLEC agrees that CenturyLink will convert any such Forbearance UNE Transport to the appropriate Special Access service under the applicable Tariff, and CLEC is then responsible for such services under that Tariff. In addition, should any charges be necessary as part of that conversion, CLEC agrees that it is responsible for payment of such charges and will not dispute application of such charges necessary for the conversion.

- d. Alternative UNE Transport Commercial Arrangements** – The Parties understand and agree that the Forbearance Orders specifically permit alternative commercial arrangements for the provision of UNEs that are impacted by the Forbearance Orders. Nothing in this Amendment either requires CenturyLink to enter into such alternative arrangements or prohibits the parties from reaching an agreement on terms and conditions of such alternative arrangements. The Parties agree that nothing in such alternative arrangement would ever be intended to change any of the obligations under this Agreement, rather to be in parallel to the terms and conditions of the Agreement.

Table 1 - Rates

KEY CODES		Embarq - Washington	January 2020	
MRC	NRC	ICA Elements		
		<b>Resale Discounts (*A, *B)</b>	<b>MRC</b>	<b>NRC</b>
		Other than Operator / DA	16.86%	
		Op Assist / DA	8.46%	
		<b>UNE Loop, Tag &amp; Label / Resale Tag &amp; Label (*A, *B)</b>	<b>MRC</b>	<b>NRC</b>
	I0005	Tag and Label on a reinstall loop or an existing loop or resale		\$10.21
	I0014	2-Wire Loop Cooperative Testing		\$44.69
	I0015	4-Wire Loop Cooperative Testing		\$54.90
		LNP Coordinated Conversion (Hot Cut) - Lines 1 -10		\$72.88
		LNP Coordinated Conversion (Hot Cut) - Each additional line		\$4.51
		LNP Conversion - 10 Digit Trigger		\$0.00
		<b>Other Charges (*A, *B)</b>	<b>MRC</b>	<b>NRC</b>
		Temporary Suspension of Service for Resale - <b>SUSPEND</b>		\$0.00
		Temporary Suspension of Service for Resale - <b>RESTORE</b>		\$21.00
		<b>Loops (Rates Include NID Charge) (*A, *B)</b>	<b>MRC</b>	<b>NRC</b>
		<b>2-Wire Analog</b>		
	I0020	Band 1	\$24.78	
	I0021	Band 2	\$47.21	
	I0022	Band 3	\$62.85	
	I0023	Band 4	\$147.93	
	I0027	First Line		\$91.17
	I0028	Second Line and Each Additional Line (same time)		\$26.35
	I0029	Re-install (Cut Thru and Dedicated/Vacant)		\$42.59
	I0030	Disconnect		\$48.38
		<b>4-Wire Analog</b>		
	I0031	Band 1	\$52.37	
	I0032	Band 2	\$94.70	
	I0033	Band 3	\$120.92	
	I0034	Band 4	\$271.38	
	I0038	First Line		\$109.23
	I0039	Second Line and Each Additional Line (same time)		\$44.41
	I0040	Re-install (Cut Thru and Dedicated/Vacant)		\$57.93
	I0041	Disconnect		\$48.38
		<b>Sub Loops (Rates Include NID Charge) (*A, *B)</b>	<b>MRC</b>	<b>NRC</b>
		Sub-Loops Interconnection (Stub Cable)		ICB
		<b>2 Wire Voice Grade and Digital Data Distribution</b>		
	I0114	Band 1	\$13.60	
	I0115	Band 2	\$26.91	
	I0116	Band 3	\$34.64	
	I0117	Band 4	\$66.09	
	I0121	First Line		\$96.81
	I0122	Second Line and Each Additional Line (same time)		\$31.99
	I0123	Disconnect		\$52.38
		<b>UNE Multiplexing (*A, *B)</b>	<b>MRC</b>	<b>NRC</b>
	I0134	Multiplexing - DS1-DS0 (per DS1) - (Shelf only, rate does not include cards)	\$117.22	\$89.86
		DS1-DS0 Disconnect		\$19.67
		<b>EEL Combinations (*A, *B)</b>	<b>MRC</b>	<b>NRC</b>
		Enhanced Extended Link (EEL) is a combination of Loop, Transport and Multiplexing (when applicable). Refer to the specific UNE section (transport, loop, multiplexing) in this document to obtain pricing for each specific element.		



Table 1 - Rates

KEY CODES		Embarq - Washington		January 2020
MRC	NRC	ICA Elements		
		See Rate Element / Service Order / Installation/Repair Center section of this price sheet for EEL Conversion Charges.		
		<b>Multiplexing</b>	Included in Loop MRC	Included in Loop NRC
		Note: Multiplexer pricing available through Enhanced Extended Loop (EELs) facility leases		

Table 1 - Dedicated Transport

Dedicated Transport Price List					Embarq - Washington - January 2020				
<p>**** UNE Forbearance. The Federal Communications Commission (the, "FCC" or "Commission") released Order FCC 19-66, a Report and Order on Remand and Memorandum Opinion and Order in WC Docket Nos. 18-141, et al (the "UNE Transport Order"), and on August 2, 2019, released Order FCC 19-72, a Memorandum Opinion and Order in WC Docket 18-141 (the "UNE Analog Loop and Resale Forbearance Order") which altered CenturyLink's obligations to provide certain unbundled network elements. As a result, any rate with this footnote attached to it only applies to UNEs and Resold services according to the terms of the UNE/Resale Forbearance Amendment of the Agreement. Any rate with this footnote is no longer applicable in any way after August 2, 2022.</p>									
<p>*****The rates in this table apply solely to services ordered for UNE/Resale on or before February 2, 2020. Any new services for UNE/Resale incorrectly ordered after February 2, 2020 will not have the discounts or rates applicable in this table, but instead will be subject to the applicable tariff, price list or catalog rates.</p>									
Key Codes		Route (CLI to CLI)			Route (Exchange to Exchange)		Non-Impaired Routes	Dedicated DS1 Rate	Dedicated DS3 Rate
DS1	DS3	Rate Band	Originating	Terminating	Originating	Terminating			
D0019	D1019	19	BRNNWAXRS0	CNTRWAXRS0	Brinnon	Chimacum		Please See Interconnection Agreement for Rates.	
D0020	D1020	20	BRNNWAXRS0	QLCNWAXRS0	Brinnon	Quilcene			
D0021	D1021	21	CNTRWAXRS0	QLCNWAXRS0	Chimacum	Quilcene	****, *****		
D0048	D1048	48	DLPTWACRS0	THDLORXADS0	Dallesport	The Dalles, OR			
D0022	D1022	22	DLPTWACRS0	WSHRWAXRS0	Dallesport	Wishram			
D0028	D1028	28	GDVWWAXRS0	PRSRWAXRS0	Grandview	Prosser	****, *****		
D0027	D1027	27	GDVWWAXRS0	SNSDWAXXDS0	Grandview	Sunnyside	****, *****		
D0029	D1029	29	GDVWWAXRS0	WHTSWAXRS0	Grandview	Whitstran			
D0017	D1017	17	GLDLWAXRS0	HDRVORXARS0	Goldendale	Hood River, OR			
D0025	D1025	25	GLDLWAXRS0	KLCTWAXRS0	Goldendale	Klickitat			
D0033	D1033	33	GLDLWAXRS0	LYLEWAXRS0	Goldendale	Lyle			
D0026	D1026	26	GLDLWAXRS0	RSVTWAXRS0	Goldendale	Roosevelt			
D0068	D1068	68	GLDLWAXRS0	THDLORXADS0	Goldendale	The Dalles, OR			
D0051	D1051	51	GLDLWAXRS0	WHSLWAXRS0	Goldendale	White Salmon			
D0024	D1024	24	GLWDWAXRS0	WHSLWAXRS0	Glenwood	White Salmon			
D0030	D1030	30	GRNGWAXRS0	SNSDWAXXDS0	Granger	Sunnyside			
D0031	D1031	31	GRNGWAXRS0	TPNSWAXRS0	Granger	Toppenish			
D0032	D1032	32	GRNGWAXRS0	ZLLHWAXRS0	Granger	Zillah			
D0069	D1069	69	HDRVORXARS0	STSNWAXRS0	Hood River, OR	Stevenson			
D0052	D1052	52	HDRVORXARS0	WHSLWAXRS0	Hood River, OR	White Salmon			
D0073	D1073	73	LYLEWAXRS0	THDLORXADS0	Lyle	The Dalles, OR			
D0004	D1004	4	LYLEWAXRS0	WHSLWAXRS0	Lyle	White Salmon	****, *****		
D0034	D1034	34	MBTNWAXRS0	SNSDWAXXDS0	Mabton	Sunnyside	****, *****		
D0040	D1040	40	PRSRWAXRS0	SNSDWAXXDS0	Prosser	Sunnyside	****, *****		
D0035	D1035	35	PRSRWAXRS0	WHTSWAXRS0	Prosser	Whitstran			
D0039	D1039	39	RSVTWAXRS0	THDLORXADS0	Roosevelt	The Dalles, OR			
D0018	D1018	18	STSNWAXRS0	WHSLWAXRS0	Stevenson	White Salmon	****, *****		
D0054	D1054	54	THDLORXADS0	WHSLWAXRS0	The Dalles, OR	White Salmon			
D0050	D1050	50	THDLORXADS0	WSHRWAXRS0	The Dalles, OR	Wishram			
D0036	D1036	36	TPNSWAXRS0	ZLLHWAXRS0	Toppenish	Zillah	****, *****		
D0010	D1010	10	TRLKWAXRS0	WHSLWAXRS0	Trout Lake	White Salmon			
D0037	D1037	37	WHSLWAXRS0	WLRDWAXRS0	White Salmon	Willard			