

CENTURYLINK
1600 7th Avenue, Room 1506
Seattle, Washington 98191
(206) 733-5178
Facsimile (206) 345-1041

Maura E. Peterson
Paralegal
Regulatory Law

VIA OVERNIGHT MAIL

August 6, 2012

Mr. Dave Danner, Executive Secretary
Washington Utilities and
Transportation Commission
1300 S. Evergreen Park Dr. S.W.
P.O. Box 47250
Olympia, WA 98504-7254

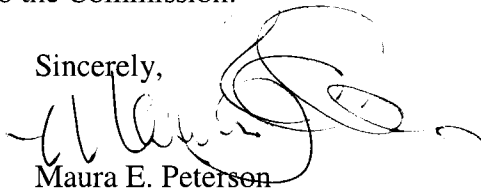
RECEIVED
REGULATORY MANAGEMENT
2012 AUG - 7 AM 10:57
STATE OF WASH.
UTIL. AND TRANSP.
COMMISSION

Re: Qwest Corporation dba CenturyLink QC ("CenturyLink") Amendment to
Infrastructure Sharing Master Services Agreement with Asotin Telephone
Company
FOR INFORMATIONAL PURPOSES ONLY

Dear Mr. Danner:

Enclosed please find an Amendment to the Infrastructure Sharing Master Services Agreement between Qwest Corporation dba CenturyLink QC ("CenturyLink") and Asotin Telephone Company. Qwest is providing this agreement for informational purposes only. Pursuant to Order No. 4 entered on August 31, 2006 in Docket No. UT-053005, any identical agreements will not be submitted to the Commission.

Sincerely,



Maura E. Peterson

MEP:mep
Enclosures
cc: Asotin Telephone Company

**AMENDMENT
TO
INFRASTRUCTURE SHARING MASTER SERVICES AGREEMENT**

This Amendment ("Amendment") by and between **Qwest Corporation dba CenturyLink QC ("CenturyLink")**, a Colorado corporation, and **Asotin Telephone Company ("Customer")**, a Washington corporation, amends the Infrastructure Sharing Master Services Agreement, dated effective August 23, 2004, between the Parties (the "Agreement"). The Parties hereby agree to amend the Agreement under the terms and conditions contained herein.

New Services. The service descriptions and related rate exhibits set forth in Service Exhibit 13, Transit Records, attached hereto and incorporated herein to this Amendment ("New Services") shall be added to, and constitute a part of, the Agreement. The list of Service Exhibits in the "Applicable Services" portion of the Agreement shall be deemed revised by the addition of the New Services. CenturyLink agrees to provide the New Services in accordance with the terms of the Agreement and this Amendment.

Amendment Effective Date. This Amendment shall be effective as of the date it is fully executed by CenturyLink and Customer ("Amendment Effective Date") and be deemed incorporated by reference into the Agreement. The terms, conditions and rates, if any, for the New Services shall be effective as of the Amendment Effective Date.

Notices. All written notices required or permitted under the Agreement shall be sent pursuant to Section 18 of the Agreement and as follows:

NOTICE INFORMATION: All written notices required under the Agreement shall be sent to the following:

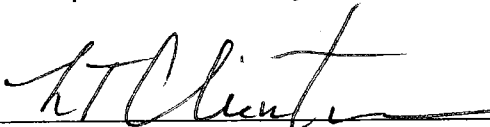
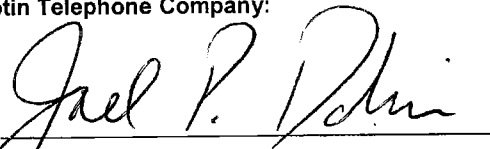
CenturyLink:
Director - ILEC and ICO
930 15th Street, 6th Floor
Denver, CO 80202
Phone: 303-672-2879
Email: intagree@centurylink.com

With copy to:
CenturyLink Law Department
Wholesale Legal
1801 California Street, 9th Floor
Denver, CO 80202
Phone: 303-383-6553
Email: Legal.Interconnection@centurylink.com

Customer:
Linda Robinson
TDS Telecom
Manager - Carrier Relations
10025 Investment Drive, Suite 200
Knoxville, TN 37932
Phone: 865-671-4758
Fax: 865-966-4720
Email: linda.robinson@tdstelecom.com

Entire Agreement. All other terms and conditions in the Agreement shall remain in full force and effect and be binding upon the Parties. This Amendment and the Agreement set forth the entire understanding between the Parties as to the subject matter herein, and in the event there are any inconsistencies between the two documents, the terms of this Amendment shall control. To the extent that the terms of any New Service exhibits are inconsistent with the terms of this Amendment or the Agreement, the terms of the New Service exhibits shall control.

IN WITNESS WHEREOF, an authorized representative of each Party has executed this Amendment as of the dates shown below:

Qwest Corporation dba CenturyLink QC:	Asotin Telephone Company:
By: 	By: 
Name: <u>L. T. Christensen</u>	Name: <u>Joel P. Dohmeier</u>
Title: <u>Director - ILEC & ICO</u>	Title: <u>Director - Regulated Revenue/Strategy & Compliance</u>
Date: <u>7/23/12</u>	Date: <u>7/11/2012</u>

**SERVICE EXHIBIT 13
TRANSIT RECORDS
INFRASTRUCTURE SHARING MASTER SERVICES AGREEMENT**

1.0 SERVICE EXHIBIT TERM. The term of this Service Exhibit 13 will commence upon the Effective Date of the CenturyLink Infrastructure Sharing Master Services Agreement (the "Agreement") (or an amendment thereto adding this Service Exhibit 13 as an exhibit thereto, as applicable) and remain in effect for the same period listed in Section 7 of the Agreement unless one Party terminates this Service Exhibit with 90 days' written notice to the other Party.

2.0 RATE CHANGES. The rates set forth in this Service Exhibit are subject to change by CenturyLink sixty (60) days after the effective date of this Service Exhibit upon sixty (60) days notice in writing to Customer provided that any such change may not be made more often than once in any calendar year.

3.0 SCOPE OF SERVICES.

3.1 This Service Exhibit is made in order for Customer to obtain from CenturyLink certain technical and business information related to either (i) wireline network usage data or (ii) wireless network usage data, or (iii) both, under terms that will protect the confidential and proprietary nature of such information.

3.2 By Customer's signatory initialing below (or an "X") on the applicable blank(s), CenturyLink will provide to Customer within six weeks after the commencement of the term of this Service Exhibit the following transit records services, as applicable:

 X **Wireline Network Usage Data:** Where system capabilities exist, CenturyLink will provide to Customer wireline network usage data that (a) is recorded by CenturyLink and (b) is originated by a wireline local exchange carrier ("Wireline LEC") where the NXX resides in a Wireline LEC switch, transits CenturyLink, and terminates within Customer's network.

 Wireless Network Usage Data: Where system capabilities exist, CenturyLink will provide to Customer wireless network usage data that (a) is recorded by CenturyLink and (b) is originated by a wireless service provider ("WSP") where the NXX resides in a WSP switch that functions as a Class 5 end office in the public switched telephone network for local and/or toll traffic, transits CenturyLink, and terminates within Customer's network.

3.3 Network usage data provided by CenturyLink to Customer pursuant to this Service Exhibit will be in the form of mechanized Category 11 message records ("Transit Records"). The Parties understand and agree that the information contained in Transit Records is Carrier protected information under 47 U.S.C. § 222 and will be used solely for the purpose of Billing.

3.4 If either Party becomes aware of technical problems with the Transit Records relative to their completeness or usability, that Party will inform the other Party of such problems or issues. To the extent that CenturyLink determines that these problems or issues are within the control of the Parties, and can be resolved in an economical manner, the Parties will work cooperatively to resolve these problems or issues.

3.5 In the event that CenturyLink determines that substantive changes in either record format, transmission, or delivery become necessary, CenturyLink will provide 30 days notification to Customer explaining the timing and nature of such changes.

3.6 The Parties agree that certain information is required by CenturyLink to process Transit Records. That information is provided in Attachment 1 to this Service Exhibit, which is attached hereto, made part of this Service Exhibit and incorporated herein by this reference.

3.7 Upon written request by CenturyLink to Customer, Customer will provide to CenturyLink either (i) wireline network usage data or (ii) wireless network usage data, or (iii) both, in a mutually agreed upon format under the same terms and conditions set forth in this Service Exhibit (including, but not limited to, rates) without having to negotiate or enter into a separate written agreement.

4.0 RATES. CenturyLink will provide to Customer the Transit Records at the rate of \$0.0025 per record.

5.0 CONFIDENTIALITY.

5.1 Confidential Information. Each Party may disclose to the other, during the term of this Service Exhibit, such technical and business information as the disclosing Party may elect to disclose, so the receiving Party may review and use for the purpose of exercising its rights and performing its obligations under this Service Exhibit under terms that will protect the confidential and proprietary nature of such information. As used in this Service Exhibit,

**SERVICE EXHIBIT 13
TRANSIT RECORDS
INFRASTRUCTURE SHARING MASTER SERVICES AGREEMENT**

"Confidential Information" will mean any and all technical or business information, including, but not limited to, third party information, furnished or disclosed, in whatever tangible form or medium, by one Party to another including, but not limited to, product/service specifications, prototypes, computer programs, models, drawings, marketing plans, customer information, financial data, and personnel statistics, which are clearly and conspicuously marked as confidential or proprietary, or for information which is orally disclosed, the disclosing Party indicates to the other at the time of disclosure the confidential or proprietary nature of such information and confirms the same to the receiving Party in a writing, which describes the information that is to be kept confidential, sent within twenty (20) days after the date of such oral disclosure. All network usage data, including, but not limited to, Transit Records, exchanged between the Parties on any medium which contains usage information of the minutes of termination of either Party or WSPs, Wireline LECs or other co-providers, whether marked confidential or not, is considered Confidential Information and will be used by the Parties solely for the purpose of Billing. All Confidential Information will remain the property of the disclosing Party and no license or other rights in the Confidential Information is granted by virtue of this Service Exhibit. All Confidential Information is provided "AS IS" and without any warranty, express, implied or otherwise, regarding, among other things, its accuracy or reliability. The obligations imposed by this Service Exhibit will not apply to any information that: (a) is already in the possession of, is known to, or is independently developed by the receiving Party as evidenced by documentation; or (b) is or becomes publicly available through no fault of the receiving Party; or (c) is obtained by the receiving Party from a third person without breach by such third person of an obligation of confidence with respect to the Confidential Information disclosed; or (d) is disclosed without restriction by the disclosing Party; or (e) is required to be disclosed by the receiving Party pursuant to applicable law or regulation provided that the receiving Party will give sufficient notice of the requirement to the disclosing Party to enable the disclosing Party to seek protective orders.

5.2 Use and Disclosure Restrictions. Each Party agrees to request from the other only that Confidential Information which is reasonably necessary to enable such Party to exercise its rights and perform its obligations under this Service Exhibit. In handling another Party's Confidential Information, each Party agrees: (a) to use the Confidential Information solely for the purpose of performing its obligations and exercising its rights under this Service Exhibit, (b) to make only a limited number of copies of such Confidential Information as may be reasonably necessary for such purpose; (c) not to make disclosure of any such Confidential Information to anyone except those employees of such Party to whom disclosure is reasonably necessary for such purpose; and (d) to appropriately notify such employees that the disclosure is made in confidence and to require them to keep the same in confidence. The obligations set forth herein will be satisfied by each Party through the exercise of at least the same degree of care used to restrict disclosure of its own information of like importance. Nothing in this Service Exhibit will be construed as granting to either Party any rights or licenses under any copyrights, trademarks, service marks, brand names, inventions, patents, or any other intellectual property now or hereafter owned or controlled by the other Party.

5.3 Return or Destruction. Upon the expiration or termination of this Service Exhibit, or at any time upon the withdrawal, termination or request of a Party, all Confidential Information, together with any and all copies of same as may be authorized herein and any and all documents, notes or other materials incorporating any of the Confidential Information in whatever form or media, will be returned to the disclosing Party or certified destroyed by recipient(s) at the disclosing Party's election. Notwithstanding the expiration or termination of this Service Exhibit or the withdrawal or termination of a Party or the return or destruction of Confidential Information, each Party agrees to treat any and all Confidential Information received from or through any other Party as confidential throughout the term of this Service Exhibit and for a period of two (2) year(s) thereafter; and the requirements of use and confidentiality will survive after the expiration or termination of this Service Exhibit, and the return or destruction of Confidential Information.

5.4 Notwithstanding any provision herein to the contrary, Customer will not, without the prior written consent of CenturyLink, disclose to any third person, excluding those identified in paragraph 5.2 above, the terms or conditions of this Service Exhibit, except as may be required by law and then only after first notifying CenturyLink of such required disclosure. Furthermore, CenturyLink will have the right to terminate this Service Exhibit and any other agreements between the Parties if Customer violates this provision.

6.0 **DEFINITIONS.** Except as set forth in this Service Exhibit, capitalized terms will have the definitions assigned to them in the Agreement.

"Billing" involves the provision of appropriate network usage data by one Carrier to another to facilitate billing with attendant acknowledgments and status reports. It also involves the exchange of information between Carriers to process claims and adjustments.

"Carrier" means any provider of Telecommunications Services, except that such term does not include aggregators of Telecommunications Services (as defined in 47 U.S.C. § 226).

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"NXX" means the three- (3)-digit switching device entity code which is defined by the fourth, fifth and sixth digits of a ten- (10) digit telephone number within the North American Numbering Plan.

"Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

"Telecommunications Services" means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

**ATTACHMENT 1
TO
SERVICE EXHIBIT 13
TRANSIT RECORDS
INFRASTRUCTURE SHARING MASTER SERVICES AGREEMENT**

DATA REQUIRED BY CENTURYLINK TO PROCESS NETWORK USAGE DATA

<u>Operating Company Number (OCN)</u>	<u>State</u>
4415	Oregon
4416	Oregon
2404	Oregon

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DATA REQUIRED BY CENTURYLINK TO PROCESS NETWORK USAGE DATA

<u>Operating Company Number (OCN)</u>	<u>State</u>
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4416	Washington
2404	Washington