

**TELRIC Transport Amendment
to the
Interconnection Agreement
Between
United Telephone Company of the Northwest d/b/a CenturyLink
And
Charter Fiberlink WA-CCVII, LLC
for the State of Washington**

This Amendment (“Amendment”) is to the Interconnection Agreement between United Telephone Company of the Northwest d/b/a CenturyLink (“CenturyLink”), and Charter Fiberlink WA-CCVII, LLC (“CLEC”) (collectively, the “Parties”).

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement (“Agreement”) for service in the State of Washington, which was executed by the Parties on March 19, 2010; and

WHEREAS, the U.S. Supreme Court in No. 10-313, et al., *Talk America v. Michigan Bell*, issued a decision that affects the Parties rights and obligations with respect to the pricing of transport for Interconnection Facilities on June 9, 2011; and

WHEREAS, The Parties agreed to amend the Agreement based on the U.S. Supreme Court decision; and

WHEREAS, the Parties agree to amend the Agreement with the TELRIC rates, terms and conditions as 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 replacing and adding terms, conditions, and rates as set forth in Attachment 1 and Table 1 attached hereto and incorporated herein by this reference. The provisions included in Attachment 1 and the rates included in Table 1 are intended to supersede and replace the comparable provisions in the Agreement and be added to the Agreement to the extent that the provision or rate is not currently in the Agreement.

By signature on this Amendment, CLEC has elected to modify existing contract terms to implement the applicable provisions.

Effective Date

This Amendment shall be deemed effective upon Commission approval; however, pursuant to the Parties Agreement change in law language, the Parties agree to implement the provisions of this Amendment effective upon execution.

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 representatives. 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 or covenant hereunder or affect in any way any rights arising due to 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 regarding 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, which may be in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

Charter Fiberlink WA-CCVII, LLC

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

DocuSigned by:
Peggy L. Giaminetti
46A578134222442...

Signature

DocuSigned by:
Kimberly J. Povirk
0E351664DF9444F...

Signature

Peggy Giaminetti
Name Printed/Typed

Kimberly J. Povirk
Name Printed/Typed

VP, Circuit Operations
Title

Director Sales Support
Title

6/14/2018
Date

6/14/2018
Date

Attachment 1

TELRIC Transport Amendment

Notwithstanding anything set forth in the Agreement to the contrary, the following terms and provisions shall govern the intercarrier compensation between the Parties for transport used for interconnection.

1. DEFINITIONS

Direct Trunked Transport (DTT): A DS1 or DS3 interoffice facility that connects the CenturyLink Serving Wire Center of the CLEC's Local Interconnection Entrance Facility or Collocation to the terminating CenturyLink Tandem or End Office used exclusively for the transmission and routing of Telephone Exchange Service and Exchange Access.

Local Interconnection Entrance Facility: A DS1 or DS3 facility that extends from CLEC's Switch location or other CLEC Premises to the CenturyLink Serving Wire Center for that CLEC Switch or Premises. A Local Interconnection Entrance Facility may not extend beyond the area served by the CenturyLink Serving Wire Center.

Local Interconnection Trunk or Local Interconnection Trunk Group: One-way or two-way trunks or trunk groups used to exchange Local Traffic between a switch of one Party and a switch of the other Party.

Mid-Span Fiber Meet: An Interconnection architecture whereby two carriers' fiber transmission facilities meet at a mutually agreed upon point within the area served by the CenturyLink Serving Wire Center for the mutual exchange of traffic, subject to the trunking requirements and other terms and provisions of this Agreement. The "point" of Interconnection for purposes of §§251(c)(2) and 251(c)(3) remains on CenturyLink's network. The mutually agreed upon point for the Interconnection of facilities will be established between the CenturyLink Serving Wire Center and the location of the CLEC switch or other equipment located within the area served by the CenturyLink Serving Wire Center.

Point of Interconnection (POI): A point on CenturyLink's network where the Parties deliver Interconnection traffic to each other, which also serves as a demarcation point between the facilities that each Party is financially responsible to provide. The POI also establishes the interface, the test point, and the operational responsibility hand-off between CLEC and CenturyLink for the Interconnection of their respective networks.

Serving Wire Center: A CenturyLink building from which dial tone for local Exchange Service would normally be provided to a particular End User Customer premises.

2. INTERCONNECTION TRUNKING REQUIREMENTS

Each Party is financially responsible for transport on its side of each POI. If CLEC chooses to lease the facility from each POI to CLEC's network from CenturyLink and the facility is within CenturyLink's serving territory, CLEC will lease the facility from CenturyLink as defined in Section 2 of this Amendment. Nothing herein shall be read to require CLEC to immediately obtain additional POIs. However, CLEC agrees that it will continue to comply with the terms of the Agreement, including but not limited to the requirements to establish additional POIs based on volume thresholds in existing Interconnection Agreements.

2.1 Network Interconnection Methods for Direct Interconnection

2.1.1. Leased Facility

2.1.1.1 Where facilities exist, CLEC may lease facilities from CenturyLink to establish Interconnection through CenturyLink's provision of a DS1 or DS3 Local Interconnection Entrance Facility and Direct Trunked Transport. A Local Interconnection Entrance Facility extends from the CenturyLink Serving Wire Center to CLEC's Switch or other CLEC Premises within CenturyLink's applicable serving area. Local Interconnection Entrance Facilities may not extend beyond the area served by the CenturyLink Serving Wire Center. The rates for Local Interconnection Entrance Facilities are provided in Table 1. Local Interconnection Entrance Facilities may not be used for Interconnection with Unbundled Network Elements, or in a manner inconsistent with the requirements of the Agreement. CenturyLink's special access service is available as an alternative to CenturyLink provided Local Interconnection Entrance Facilities, subject to Section 3.1.2 of this Amendment when CLEC uses such special access service for multiple services. CenturyLink's Switched Access Services are also available as an alternative to CenturyLink provided Local Interconnection Entrance Facilities, subject to Section 3.1.3 of this Amendment. CLEC may also lease facilities or access services from a third party.

2.1.1.2 To the extent required by Applicable Law, traffic may be delivered to each POI through Collocation arrangements offered by CenturyLink pursuant to this Agreement, a separate Collocation agreement, or the rates, terms and conditions set forth in CenturyLink's applicable Tariff, where such Tariff is available.

2.1.2 Mid-Span Fiber Meet.

2.1.2.1 The Parties may interconnect at a Mid-Span Fiber Meet subject to the following terms and conditions:

2.1.2.1.1 The Mid-Span Fiber Meet, as proposed, must be at a mutually agreeable, economically and technically feasible point between CenturyLink's Serving Wire Center End Office and CLEC's Premises, and will be within the CenturyLink Serving Wire Center.

2.1.2.1.2 The Mid-Span Fiber Meet will be subject to reasonable engineering, environmental, safety and security requirements. Such requirements shall include, without limitation, the technical ability to accommodate testing on each side of the Mid-Span Meet Point and to provide for a point of demarcation between the networks of each party and the ability to control the environment.

2.1.2.1.3 The construction of new facilities for a Mid-Span Fiber Meet is only applicable when traffic is roughly balanced.

- 2.1.2.1.4 CenturyLink will provide up to fifty percent (50%) of the facilities needed to connect the networks of the Parties.
- 2.1.2.1.5 CLEC shall establish a CLLI code for the facility ACTL at the Mid-Span Fiber Meet in addition to any other CLLI code required for the trunks in this Agreement.
- 2.1.2.1.6 The Mid-Span Fiber Meet will be used exclusively as an Interconnection Facility and cannot be used for other purposes such as Unbundled Network Elements or Access Services.
- 2.1.3 Third Party ILEC Meet Point using Leased Facilities. If CLEC chooses to interconnect with CenturyLink using a third party ILEC Meet-Point arrangement (i.e., leased switched access facilities jointly provisioned by CenturyLink and a third party ILEC), then any portion of such facilities provided by CenturyLink will be ordered from CenturyLink's applicable access tariff.
- 2.1.4 Self-Provisioned. CLEC may construct or otherwise self-provision Interconnection Facilities.
- 2.1.5 CLEC is responsible for provisioning its traffic to interface into CenturyLink's Tandem at the DS1 level, including switch port and any multiplexing necessary for such purposes. If CLEC orders CenturyLink Interconnection Facilities for this, the CLEC shall pay the applicable Local Interconnection Entrance Facility, Direct Trunked Transport, and multiplexing rates from Table 1. If CLEC orders CenturyLink's access services for this, the CLEC shall pay based on CenturyLink's applicable access tariff instead of applicable rates from Table 1.
- 2.1.6 CLEC is responsible for provisioning its traffic to interface into CenturyLink's End Office at the DS1 level, including switch port and any multiplexing necessary for such purposes. If CLEC uses CenturyLink Interconnection Facilities for this, the CLEC shall pay the applicable Local Interconnection Entrance Facility, Direct Trunked Transport, and multiplexing rates from Table 1. If CLEC orders CenturyLink's access services for this, the CLEC shall pay based on CenturyLink's applicable access tariff instead of applicable rates from Table 1.

3. INTERCARRIER COMPENSATION FOR TRANSPORT

3.1 Local Interconnection Entrance Facility

- 3.1.1 Recurring and nonrecurring rates for Local Interconnection Entrance Facilities are specified in Table 1 and will apply for those DS1 or DS3 facilities dedicated to use as Interconnection and ordered as Interconnection Facilities.
- 3.1.2 If CLEC chooses to provision facilities over an existing facility purchased as special access service from the CenturyLink state or FCC access Tariffs, the rates from those Tariffs will apply instead of Local Interconnection Entrance Facility charges from Table 1.
- 3.1.3 If CLEC chooses to order Interconnection Facilities as Switched Access Service from the CenturyLink state and FCC access Tariffs, the rates from those Tariffs will apply instead of Local Interconnection Entrance Facility, DTT, and MUX charges from Table 1.

3.2 Recurring rates for Direct Trunked Transport (DTT) are specified in Table 1 and will apply for those DS1 or DS3 facilities dedicated to use as Interconnection and ordered as Interconnection Facilities. Direct Trunked Transport (DTT) is available between the

Serving Wire Center of the Local Interconnection Entrance Facility or Collocation and the terminating and/or transiting Tandem Switch or End Office Switches.

- 3.2.1 When DTT is provided to a Tandem Switch, the applicable DTT rate elements apply between the Serving Wire Center and the Tandem Switch. Tandem Switching and Shared Transport per MOU rate elements apply for delivery of traffic to the terminating End Office Switch.
- 3.2.2 Rate band shall be determined for DTT based on the combination of the Serving Wire Center and the Tandem Switch or End Office Switch. Pending system conversions may require a change to a new standard DTT rate structure which will be reflected in an amended Table 1.
- 3.2.3 If the Parties elect to establish two-way Local Interconnection Trunks for reciprocal exchange of traffic the cost of the two-way Local Interconnection Entrance Facility and DTT shall be shared among the Parties, based upon the rates in Table 1 and the sharing methodology set forth below.
 - 3.2.3.1 CenturyLink and CLEC will jointly develop a process under which CenturyLink bills CLEC for any DTT and Local Interconnection Entrance Facility between the Parties and then determines a method to credit the applicable portion that is CenturyLink's responsibility according to the RUF. This process will be used until CenturyLink can develop an automated process for billing CLEC the amount as reduced by the RUF, based on the portion defined in Section 3.2.3.2. DTT and Local Interconnection Entrance Facility will be billed at the rates in Table 1.
 - 3.2.3.2 CenturyLink's portion of the DTT and Local Interconnection Facility will be based on the factor determined by CenturyLink using the following to assign the minutes for which CenturyLink is responsible:
 - 3.2.3.3 All Local Traffic Minutes of Use (MOU) that CenturyLink originates and sends to CLEC.
 - 3.2.3.4 All CenturyLink originated IntraLATA LEC Toll MOU that CenturyLink sends to CLEC.
 - 3.2.3.5 All other minutes are CLEC's responsibility for purposes of allocating the shared costs.
 - 3.2.3.6 CLEC may bill CenturyLink for CenturyLink's use of the Local Interconnection Entrance Facility and DTT provided by the CLEC on CLEC's side of the POI, which are within the LATA and CenturyLink's serving territory, based on the portion defined in 3.2.3.2 and the rates in Table 1.

3.3 Multiplexing (DS1/DS3 MUX) is available at the rate specified in Table 1. If the Interconnection Facility was ordered as Switched Access Service, then the applicable tariffed rates apply instead of the MUX rates from Table 1. Charter shall have the right to convert such Switched Access Service to the MUX rates from Table 1 under this Agreement, so long as the total facility can be appropriately ordered as Local Interconnection Entrance Facility or Direct Trunked Transport under this Agreement, and is ordered as such.

3.4 Trunk Nonrecurring charges

3.4.1 Installation and Disconnect nonrecurring charges may be assessed by the provider for each Interconnection Trunk ordered at the rates in Table 1.

3.4.2 Nonrecurring charges for rearrangement may be assessed by the provider for each Interconnection Trunk rearrangement ordered, at one-half (1/2) the rates specified in Table 1.

3.4.3 If the Interconnection Facility is ordered as Switched Access Service, then the applicable tariffed trunk nonrecurring charges apply instead of the rates from Table 1.

3.5 The facilities, or portion thereof, leased by CLEC from CenturyLink which are used to exchange Toll VoIP-PSTN Traffic shall be subject to CenturyLink's interstate access tariff rates. CenturyLink will use the Facilities Percent VoIP Usage (Facility-PVU) factor in Table 1 to determine the portion of the Local Interconnection Entrance Facility, Direct Trunked Transport, and MUX that shall be deemed the portion of the facility used to carry Toll VoIP-PSTN Traffic.

3.5.1 The Facility-PVU factor shall be the percentage of the total traffic CLEC routes to CenturyLink for termination using Local Interconnection Trunks which is Toll VoIP-PSTN Traffic. The Facility-PVU factor shall be based on information such as the number of the CLEC's retail VoIP subscriptions in the state (e.g. as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information which the parties will exchange. At the request of either Party, such information will be updated to determine if the Facility-PVU factor continues to be accurate, and if the updated information indicates that an adjustment of the factor is appropriate, the Parties shall amend the Agreement to reflect a more current factor.

4. 911 Facilities and Trunking

a. CenturyLink will provide transport facilities to interconnect CLEC to CenturyLink's Selective Router, at standard CenturyLink rates found in Table 1 or, if ordered as switched or special access, then at the rates found in the appropriate access tariff. Additionally, when diverse facilities are requested by CLEC, CenturyLink will provide such diversity where Technically Feasible and facilities are available at rates found in Table 1 or, if ordered as switched or special access, then at the rates found in the appropriate access tariff.

Table 1 - Rates

KEY CODES		Embarq - Washington		January 2018	
MRC	NRC	ICA Elements			
		INTERCARRIER COMPENSATION			
		Interconnection Facilities		MRC	NRC
		Local Interconnection Entrance Facility			
		DS1 Service			
I0236	I0244	Band 1		\$142.02	\$310.08
I0237	I0244	Band 2		\$162.01	\$310.08
I0238	I0244	Band 3		\$240.73	\$310.08
I0239	I0244	Band 4		\$521.70	\$310.08
		DS3 Service			
		Add DS3 to existing fiber system		ICB	\$123.44
		Interconnection Facilities - Direct Trunk Transport		MRC	NRC
	DWA00	DS1		Refer to Dedicated Transport Price List	\$89.86
	DWA01	DS3		Refer to Dedicated Transport Price List	\$89.86
		Interconnection Facilities - Multiplexing		MRC	NRC
I0136	I0137	DS3-DS1 (per DS3)		\$192.83	\$89.86
		Interconnection Facilities - Disconnect Charge		MRC	NRC
		Local Interconnection Entrance Facility, Direct Trunk Transport and/or Multiplexing (applied on a per order basis)			
		DS1- EF, DTT and/or Multiplexing Disconnect			\$19.67
		DS3- EF, DTT and/or Multiplexing Disconnect			\$19.67
		Interconnection Facility - Relative Use Factor (RUF)		MRC	NRC
		CLEC-Originated % (Percentage manually input into the billing system)		20%	N/A
		CTL-Originated %		80%	N/A
		Toll VOIP-PSTN Traffic		MRC	NRC
		Toll VoIP-PSTN Traffic		CenturyLink's Appropriate Access Tariff	CenturyLink's Appropriate Access Tariff
		Facility PVU		0%	
		911 And E911 Transport and Termination			
		911 Facilities		MRC	NRC
		DS1: Muxing requirement determined by CenturyLink and varies by SR		Refer to Local Interconnection Entrance Facility and Direct Trunk Transport Rates	Refer to Local Interconnection Entrance Facility and Direct Trunk Transport Rates
I0134	I0135	Multiplexing: DS1-DS0 when combined with Direct Trunk Transport (shelf only, rate does not include cards); (where required by CenturyLink, varies by SR)		\$117.22	\$89.86
		DS1-DS0 Disconnect			\$19.67

Table 1 - Loop Bands

Loop Bands		
Embarq - Washington		
Exchange Name	CLLI	Band
POULSBO	PLSBWAXXDS1	1
SUQUAMISH	SQMSWAXXRS0	1
GRANDVIEW	GDVWWAXARS0	2
PROSSER	PRSRWAXARS0	2
SUNNYSIDE	SNSDWAXXDS0	2
TOPPENISH	TPNSWAXXRS0	2
DALLESPORT	DLPTWAXARS0	3
GRANGER	GRNGWAXARS0	3
STEVENSON	STSNWAXARS0	3
WAPATO	WPATWAXXRS0	3
WH SALMON	WHSLWAXXRS0	3
WISHRAM	WSHRWAXARS0	3
ZILLAH	ZLLHWAXARS0	3
BICKLETON	BCTNWAXXRS0	4
BRINNON	BRNNWAXXRS0	4
CHIMACMCTR	CNTRWAXXRS0	4
GARDINER	GRNRWAXXRS0	4
GLENWOOD	GLWDWAXARS0	4
GOLDENDALE	GLDLWAXARS0	4
HARRAH	HRRHWAXARS0	4
KLICKITAT	KLCTWAXXRS0	4
LYLE	LYLEWAXARS0	4
MABTON	MBTNWAXXRS0	4
MATTAWA	MTWAWAXARS0	4
PATERSON	PASNWAXARS0	4
QUILCENE	QLCNWAXARS0	4
ROOSEVELT	RSVTWAXARS0	4
TROUT LAKE	TRLKWAXXRS0	4
WHITE SWAN	WHSWWAXXRS0	4
WHITSTRAN	WHTSWAXARS0	4
WILLARD	WLRDWAXXRS0	4

Table 1 - Dedicated Transport

Dedicated Transport Price List							Embarq - Washington - January 2018	
Key Codes		Rate Band	Route (CLLI to CLLI)		Route (Exchange to Exchange)		Dedicated DS1 Rate	Dedicated DS3 Rate
DS1	DS3		Originating	Terminating	Originating	Terminating		
D0019	D1019	19	BRNNWAXRS0	CNTRWAXRS0	Brinnon	Chimacum	\$150.48	\$3,683.84
D0020	D1020	20	BRNNWAXRS0	QLCNWAXARS0	Brinnon	Quilcene	\$97.58	\$2,202.75
D0021	D1021	21	CNTRWAXRS0	QLCNWAXARS0	Chimacum	Quilcene	\$90.97	\$2,017.61
D0048	D1048	48	DLPTWAXARS0	THDLORXADS0	Dallesport	The Dalles, OR	\$44.69	\$721.66
D0022	D1022	22	DLPTWAXARS0	WXHRWAXARS0	Dallesport	Wishram	\$104.20	\$2,387.88
D0028	D1028	28	GDVWWAXARS0	PRSRWAXARS0	Grandview	Prosser	\$84.36	\$1,832.47
D0027	D1027	27	GDVWWAXARS0	SNSDWAXXDS0	Grandview	Sunnyside	\$84.36	\$1,832.47
D0029	D1029	29	GDVWWAXARS0	WHTSWAXARS0	Grandview	Whitstran	\$97.58	\$2,202.75
D0017	D1017	17	GLDLWAXARS0	HDRVORXARS0	Goldendale	Hood River, OR	\$262.88	\$6,831.16
D0025	D1025	25	GLDLWAXARS0	KLCTWAXXRS0	Goldendale	Klickitat	\$137.26	\$3,313.57
D0033	D1033	33	GLDLWAXARS0	LYLEWAXARS0	Goldendale	Lyle	\$190.15	\$4,794.66
D0026	D1026	26	GLDLWAXARS0	RSVTWAXARS0	Goldendale	Roosevelt	\$229.82	\$5,905.47
D0068	D1068	68	GLDLWAXARS0	THDLORXADS0	Goldendale	The Dalles, OR	\$190.15	\$4,794.66
D0051	D1051	51	GLDLWAXARS0	WHSLWAXXRS0	Goldendale	White Salmon	\$249.66	\$6,460.88
D0024	D1024	24	GLWDWAXARS0	WHSLWAXXRS0	Glenwood	White Salmon	\$183.54	\$4,609.52
D0030	D1030	30	GRNGWAXARS0	SNSDWAXXDS0	Granger	Sunnyside	\$90.97	\$2,017.61
D0031	D1031	31	GRNGWAXARS0	TPNSWAXXRS0	Granger	Toppenish	\$77.75	\$1,647.34
D0032	D1032	32	GRNGWAXARS0	ZLLHWAXARS0	Granger	Zillah	\$71.14	\$1,462.20
D0069	D1069	69	HDRVORXARS0	STSNWAXARS0	Hood River, OR	Stevenson	\$150.48	\$3,683.84
D0052	D1052	52	HDRVORXARS0	WHSLWAXXRS0	Hood River, OR	White Salmon	\$51.30	\$906.79
D0073	D1073	73	LYLEWAXARS0	THDLORXADS0	Lyle	The Dalles, OR	\$84.36	\$1,832.47
D0004	D1004	4	LYLEWAXARS0	WHSLWAXXRS0	Lyle	White Salmon	\$104.20	\$2,387.88
D0034	D1034	34	MBTNWAXXRS0	SNSDWAXXDS0	Mabton	Sunnyside	\$84.36	\$1,832.47
D0040	D1040	40	PRSRWAXARS0	SNSDWAXXDS0	Prosser	Sunnyside	\$130.64	\$3,128.43
D0035	D1035	35	PRSRWAXARS0	WHTSWAXARS0	Prosser	Whitstran	\$57.91	\$1,091.93
D0039	D1039	39	RSVTWAXARS0	THDLORXADS0	Roosevelt	The Dalles, OR	\$348.84	\$9,237.93
D0018	D1018	18	STSNWAXARS0	WHSLWAXXRS0	Stevenson	White Salmon	\$163.70	\$4,054.11
D0054	D1054	54	THDLORXADS0	WHSLWAXXRS0	The Dalles, OR	White Salmon	\$143.87	\$3,498.70
D0050	D1050	50	THDLORXADS0	WXHRWAXARS0	The Dalles, OR	Wishram	\$110.81	\$2,573.02
D0036	D1036	36	TPNSWAXXRS0	ZLLHWAXARS0	Toppenish	Zillah	\$57.91	\$1,091.93
D0010	D1010	10	TRLKWAXXRS0	WHSLWAXXRS0	Trout Lake	White Salmon	\$150.48	\$3,683.84
D0037	D1037	37	WHSLWAXXRS0	WLRDWAXXRS0	White Salmon	Willard	\$84.36	\$1,832.47