

June 10, 2013

Mr. Darrell Nitschke
Executive Secretary
North Dakota Public Service Commission
600 East Boulevard Avenue, 12th Floor
Bismarck, ND 58505-0480



Re: Amendment to Infrastructure Sharing Master Services Agreement

Dear Mr. Nitschke:

Enclosed please find an executed Amendment to Infrastructure Sharing Master Services Agreement (“Amendment”) between Qwest Corporation dba CenturyLink QC (“CenturyLink”) and Dakota Central Telecommunications Cooperative (“Dakota Central Telecommunications”). This Amendment amends the Infrastructure Sharing Master Services Agreement dated December 9, 2003 and is made pursuant to Section 259 of the Telecommunications Act of 1996. Section 259 provides that incumbent local exchange carriers will “make available to any qualifying carrier such public switched network infrastructure, technology, information, and telecommunications facilities and functions as may be requested by the qualifying carrier for the purpose of enabling such qualifying carrier to provide telecommunications services . . .”

CenturyLink and Dakota Central Telecommunications are filing this Amendment with the Commission for informational purposes only pursuant to 47 U.S.C. § 259(b)(7). Commission approval of this Amendment is not required. While this Amendment is marked confidential, CenturyLink does not seek non-public status for this document. Section 259(b)(7) requires that the Amendment be available for public inspection.

Contact information for Dakota Central Telecommunications is as follows:

Keith A. Larson
Dakota Central Telecom
630 5th Street
N Carrington, ND 58421
(701) 652-6105
keithl@daktel.net

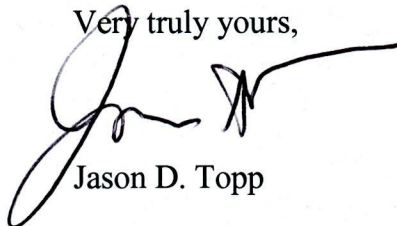
Mr. Darrell Nitschke

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Thank you for your attention to this matter.

Very truly yours,

A handwritten signature in black ink, appearing to read "Jason D. Topp", with a long horizontal flourish extending to the right.

Jason D. Topp

JDT/bardm

Enclosures

cc: Keith A. Larson (via email)

**AMENDMENT TO
INFRASTRUCTURE SHARING MASTER SERVICES AGREEMENT**

This One-Way Extended Area Service Amendment ("Amendment") is by and between **Qwest Corporation dba CenturyLink QC ("CenturyLink")**, a Colorado corporation, and **Dakota Central Telecommunications Cooperative ("Customer")**, and amends the Infrastructure Sharing Master Services Agreement between the Parties, dated effective December 9, 2003 ("Agreement"). The Parties hereby agree to amend the Agreement as follows:

1. New Services. The One-Way Extended Area Service, set forth in Service Exhibit 16, attached to this Amendment ("New Services"), shall be added to, and constitute a part of, the Agreement. 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.
2. Effective Date. This Amendment shall be effective as of the date it is fully executed by the Parties ("Amendment Effective Date") and the terms, conditions and rates will be deemed incorporated, by reference, into the Agreement.
3. Notice Information. All written notices required or permitted 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:
 Keith A. Larson
 General Manager/CEO
 Dakota Central Telecom
 630 5th Street
 N Carrington, ND 58421
 Direct: 701.652.6105
 Cell: 701.307.0537
 Email: keithl@daktel.net

4. Miscellaneous. 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 Amendment Effective Date.

<p>Qwest Corporation dba CenturyLink QC:</p> <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> 05E9FC68BD57454... <i>L T Christensen</i> </div> <p>By: _____ <small>DocuSigned By: L T Christensen</small></p> <p>Name: <u>L. T. Christensen</u></p> <p>Title: <u>Director – ILEC & ICO</u></p> <p>Date: <u>5/23/2013</u></p>	<p>Dakota Central Telecommunications Cooperative:</p> <p align="center"><small>DocuSigned by:</small></p> <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> <i>Keith A. Larson</i> </div> <p>By: _____ <small>1386468C97604CF...</small></p> <p>Name: <u>Keith A. Larson</u></p> <p>Title: <u>General Manager/CEO</u></p> <p>Date: <u>5/23/2013</u></p>
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**SERVICE EXHIBIT 16
ONE-WAY EXTENDED AREA SERVICE
INFRASTRUCTURE SHARING MASTER SERVICES AGREEMENT**

1.0 SERVICE EXHIBIT TERM. The term of this Service Exhibit 16 will commence upon the Effective Date of the CenturyLink Infrastructure Sharing Master Services Agreement (or an amendment hereto including this Service Exhibit, 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 ninety (90) days written notice to the other Party.

2.0 ONE-WAY EXTENDED AREA SERVICE ARRANGEMENTS.

2.1 The Parties agree to connect their respective networks at mutually agreed upon points to furnish One-Way Extended Area Service from Exchanges of Customer and those Exchanges of CenturyLink in Attachment 1 to this Service Exhibit. This subsection is expressly limited to the Transport and Termination of One-Way EAS/Local Traffic originated by Customer and terminated to end users of CenturyLink.

2.2 The arrangements that are the subject of this Service Exhibit will not be applicable to Exchange Access traffic, Telephone Toll Service traffic or to EAS/Local traffic not originated or terminated to the Parties, e.g., Feature Group A (FGA), wireless, CLEC. All Exchange Access traffic, Telephone Toll Service traffic and EAS/Local traffic not originated or terminated by the Parties will continue to be governed by the terms and conditions of applicable federal and state tariffs and/or any applicable contractual arrangements.

2.3 This Service Exhibit cancels, replaces and supersedes all previous settlement and/or compensation terms and rates between the Parties or their respective predecessors relating to the Termination of this One-Way EAS/Local Traffic in the Exchanges set forth in Attachment 1.

2.4 There is a *de minimus* amount of toll traffic currently being exchanged by the Parties. Should CenturyLink determine that the volume of toll traffic is no longer *de minimus*, it may provide notice to Customer and the Parties will negotiate an amendment to this Agreement to arrange for proper routing and payment for such toll traffic.

3.0 COMPLIANCE WITH THE COMMUNICATIONS LAW ENFORCEMENT ACT OF 1994 ("CALEA"). Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Service Exhibit comply with CALEA.

4.0 TRANSIT SERVICE. Transit Service will not be provided under this Service Exhibit. Should either Party desire that the other Party provide Transit Services, the Parties may enter into negotiations for a separate agreement for the provision of those services.

5.0 OTHER TYPES OF INTERCONNECTION AND SERVICES EXCLUDED. Nothing in this Service Exhibit will be construed as granting to either Party any collocation arrangements through either physical or virtual collocation ("Collocation"), any access to any unbundled network elements ("Unbundled Access"), or access to operational support systems ("OSS Access"), and nothing herein will be construed as waiving or limiting in any way any rights available to either Party under the Act with respect to Collocation, Unbundled Access, OSS Access, or other matters, including, but not limited to, ancillary services such as signaling access to call-related databases, directory assistance, white pages directory listings, busy line verify/interrupt, toll and assistance operator services, LIDB, access to poles/ducts/conduits, rights-of-way, 800 and CMDS. The Parties reserve the right to negotiate such matters in separate agreements.

6.0 PHYSICAL INTERCONNECTION.

6.1 The Parties will interconnect their facilities at the agreed upon meet points within the Exchanges in Attachment 1. The Parties agree that meet points within the Exchanges in Attachment 1 will be limited to the pre-existing meet points within those Exchanges. Pre-existing physical interconnection arrangements will remain in place until such time as the Parties mutually agree to convert such physical interconnection arrangements to a type of arrangement other than a meet point. The Parties intend that, to the greatest extent practicable, all terms, conditions, agreements and arrangements relating to existing physical interconnection, operation, maintenance, methods, practices and provisioning will remain in full force and effect unless and until otherwise agreed to by the Parties.

6.1.1 Customer agrees to indemnify and hold CenturyLink harmless with regard to claim from any other Telecommunications Carriers that maybe affected by this change from toll to One-Way EAS.

6.1.2 A meet point is a negotiated point of interface, limited to the interconnection of facilities between one Party's switch and the other Party's switch. The actual physical point of interface and facilities used will be subject to negotiations between the Parties. Each Party will be responsible for its portion of the

**SERVICE EXHIBIT 16
ONE-WAY EXTENDED AREA SERVICE
INFRASTRUCTURE SHARING MASTER SERVICES AGREEMENT**

construction to the meet point, if the meet point arrangement is used exclusively for the exchange of One-Way EAS/Local Traffic.

6.2 The Parties agree that separate trunk groups will be established for Exchange Access traffic, Switched Access Traffic and Ancillary Traffic.

6.3 The Parties will jointly engineer and configure local trunks over the physical interconnection facilities as follows:

6.3.1 Both Parties will configure a One-Way EAS end office trunk group as a direct transmission path between the two Parties.

6.3.2 Only those valid NXX codes served by the end office may be accessed through a direct connection to that end office.

6.3.3 The provision of additional trunks, if necessary, will be subject to negotiation between the Parties.

6.4 Both Parties agree that their network switches involved in the provision of One-Way EAS will be managed in accordance with the applicable Telcordia and other industry standards. The acceptable service levels for local interconnection service and the criteria for applying protective controls in conjunction with EAS will be administered in the same manner as the network management for EAS.

6.5 To the extent available, the Parties will interconnect their networks using SS7 signaling where technically feasible and available as defined in applicable industry standards including integrated services digital network user part ("ISUP") for trunk signaling and transaction capabilities application part ("TCAP") for common channel signaling based features in the interconnection of their networks.

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

"Access Services" means the tariffed interstate and intrastate switched access and private line transport services offered for the origination and/or termination of interexchange traffic.

"Act" means the Communications Act of 1934 (47 U.S.C. Section 151 et seq.), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

"Ancillary Traffic" includes all traffic destined for ancillary services, or that may have special billing requirements, including but not limited to the following: Directory assistance, 911/E911, Operator call termination (busy line interrupt and verify), 800/888, and Line Information Database ("LIDB") requiring special billing.

"Commission" means the commission, board, or official (by whatever name designated) which under the laws of the state listed in Attachment 1 has regulatory jurisdiction with respect to intrastate operations of carriers for the Exchanges in Attachment 1.

"Co-Provider" means an entity authorized to provide local exchange service that does not otherwise qualify as an ILEC.

"One-Way EAS/Local Traffic" means traffic that is originated by an end user of Customer and terminates to an end user of CenturyLink as identified in Attachment 1.

"Exchanges" means the local telephone exchanges listed in Attachment 1.

"Exchange Access" (intraLATA toll) is defined in accordance with CenturyLink's current intraLATA toll serving areas, as determined by CenturyLink's state and interstate tariffs and excludes toll provided using Switched Access purchased by an IXC.

"One-Way Extended Area Service" or "One-Way EAS" means an arrangement for the Transport and Termination of non-competitive EAS/Local Traffic. Calls may be placed from Customer Exchanges to the CenturyLink Exchanges listed on Attachment 1 without a Telephone Toll Service charge to the customers of Customer, at the local service rates of the Customer, as ordered or approved by the Commission, where such approval is required.

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"Incumbent Local Exchange Carrier" or "ILEC" means with respect to an area, the LEC that: (a) on February 8, 1996, provided Telephone Exchange Service in such area; and (b) (i) on February 8, 1996, was deemed to be a member of the exchange carrier association pursuant to § 69.601(b) of the FCC's regulations; or (ii) is a person or entity that, on or after February 8, 1996, became a successor or assign of a member described in clause (i) of this definition.

"Interexchange Carrier" or "IXC" means a carrier that provides interLATA or intraLATA toll services.

"Local Exchange Carrier" or "LEC" means any person or entity that is engaged in the provision of Telephone Exchange Service or Exchange Access service. Such term does not include any person engaged in the provision of a Commercial Mobile Radio Service ("CMRS"), e.g., paging, cellular, Personal Communications Service.

"Signaling System 7" or "SS7" is an out-of-band signaling protocol consisting of four basic sub-protocols:

- (a) Message Transfer Part, which provides functions for basic routing of signaling messages between signaling points;
- (b) Signaling Connection Control Part, which provides additional routing and management functions for transfer of messages other than call setup between signaling points;
- (c) ISUP, which provides for transfer of call setup signaling information between signaling points; and
- (d) TCAP, which provides for transfer of non-circuit related information between signaling points.

"Switched Access Service" means the offering of transmission and switching services to IXCs for the purpose of the origination or termination of Telephone Toll Service. Switched Access Services include: Feature Group A, Feature Group B, Feature Group D, 8XX access, and 900 access and their successors or similar Switched Access Services.

"Switched Access Traffic" as specifically defined in CenturyLink's interstate switched access tariffs, is traffic that originates at one of the Party's end user customers and terminates at an IXC point of presence, or originates at an IXC point of presence and terminates at one of the Party's end user customers, whether or not the traffic transits the other Party's network.

"Telecommunications Carrier" means any provider of Telecommunications Services, except that such term does not include aggregators of Telecommunications Services (as defined in Section 226 of the Act). A Telecommunications Carrier shall be treated as a Common Carrier under the Act only to the extent that it is engaged in providing Telecommunications Services, except that the Federal Communications Commission shall determine whether the provision of fixed and mobile satellite service shall be treated as common carriage.

"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.

"Telephone Exchange Service" means a service within a telephone exchange, or within a connected system of telephone exchanges within the same exchange area operated to furnish to end user customers intercommunicating service of the character ordinarily furnished by a single exchange, and which is covered by the exchange service charge, or comparable service provided through a system of switches, transmission equipment or other facilities (or combinations thereof) by which a subscriber can originate and terminate a telecommunications service.

"Telephone Toll Service" means a type of telecommunication service, commonly known as long-distance service, that is provided on an intrastate basis between LATAs and within LATAs and that is: (a) not included as a part of basic local exchange service; (b) provided between different exchange areas, and (c) billed to the end user customer separately from basic local exchange service.

"Termination" means the switching of One-Way EAS/Local Traffic at the terminating carrier's end office switch, or equivalent facility, and delivery of such traffic to the called party's premises.

"Transit Service" means the delivery of EAS/Local Traffic originated by an end user of one of the Parties, and delivered by the other Party to a third party LEC, ILEC, Co-Provider or CMRS within the same local calling area or mandatory two-way Extended Area Service area.

"Transport" means the transmission of One-Way EAS/Local Traffic from the interconnection point, or meet point, between the Parties to the terminating carrier's end office switch that directly serves the called party.

**ATTACHMENT 1 TO
SERVICE EXHIBIT 16
ONE-WAY EXTENDED AREA SERVICE
INFRASTRUCTURE SHARING MASTER SERVICES AGREEMENT**

EXTENDED AREA SERVICE EXCHANGES IN THE STATE OF NORTH DAKOTA

CenturyLink Exchanges with One-Way EAS from Dakota Central Telecommunications Cooperative

FROM	TO
Edmunds (285)	Jamestown (251, 252, 253)
Medina (486)	Jamestown (251, 252, 253)
Grace City (674)	Jamestown (251, 252, 253)
Woodworth (752)	Jamestown (251, 252, 253)
Bowdon (962)	Jamestown (251, 252, 253)
Sykeston (984)	Jamestown (251, 252, 253)

Description of One-Way EAS Network Arrangements:

(Include Point of Interconnection (POI) Physical Description or diagram – Include Meet Points)

