

November 15, 2017

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

Re: Routing of Traffic Through a Third Party Transit Provider Amendment to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC and Airus, Inc. for the State of North Dakota

Dear Mr. Nitschke:

Enclosed for filing for approval by the North Dakota Public Service Commission pursuant to 47 U.S.C. § 252 and N.D. Cent. Code § 49-21-01.7 is the Routing of Traffic Through a Third Party Transit Provider Amendment to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC and Airus, Inc. for the State of North Dakota.

Contact information for Airus, Inc. is as follows:

John McCluskey
General Manager
Airus, Inc.
840 South Canal Street, 7th Floor
Chicago, IL 60607
jmcccluskey@airustel.com

Regulatory Department
Regulatory Affairs
Airus, Inc.
840 South Canal Street, 7th Floor
Chicago, IL 60607
regulatory@airustel.com

Thank you for your help with this matter. Please contact me if you have any questions or concerns.

Very truly yours,



Jason D. Topp

JDT/bardm
Enclosure

cc: John McCluskey (via email)
Regulatory Department (via email)

**Routing of Traffic Through a Third Party Transit Provider Amendment
to the Interconnection Agreement between
Qwest Corporation dba CenturyLink QC
and
Airus, Inc.
for the State of North Dakota**

This Amendment ("Amendment") is to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC ("CenturyLink"), a Colorado corporation, and Airus, Inc. ("CLEC"), collectively referred to as, the "Parties."

RECITALS

WHEREAS, CenturyLink and CLEC entered into an Interconnection Agreement ("Agreement"), for service in the State of North Dakota which states that terminating compensation for Exchange Service and ISP-Bound traffic is treated on a "bill and keep" basis, pursuant to the terms of the Agreement that was approved by the Commission; and

WHEREAS, CLEC has requested the ability to allow a third party to transit traffic between CLEC and CenturyLink, subject to limitations and requirements of the Local Exchange Routing Guide ("LERG") and other applicable requirements, including but not limited to the Agreement; and

WHEREAS, the Parties wish to amend the Agreement 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 purpose of this amendment is to provide the conditions under which the Parties may use a Third Party Transit Provider to exchange traffic between their networks (see Attachment 1). This amendment complies with sections 7.2.1.1 and 7.3.1 of the Agreement that requires an amendment prior to such an exchange.

Effective Date

This Amendment shall be deemed effective upon approval by the Commission; however, the Parties agree to implement the provisions of this Amendment upon execution.

Further Amendments

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. Except as provided in the Agreement, this Amendment may not be further amended or altered, and no waiver of any provision thereof shall be effective, except by written instrument executed by an authorized representative of both Parties.

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.

Airus, Inc.

DocuSigned by:
John McCluskey
84E1D243B797408

Signature

John McCluskey
Name Printed/Typed

General Manager
Title

10/25/2017
Date

Qwest Corporation dba CenturyLink QC

DocuSigned by:
Diane Roth
7B8DEE6A149A455

Signature

Diane Roth
Name Printed/Typed

Director – Wholesale
Title

10/26/2017
Date

ATTACHMENT 1

Routing of Traffic Through a Third Party Transit Provider Amendment

NOTE: The numbering in this Attachment 1 is related to the numbering within the Agreement. The following provisions are a subset to 7.2.1.1 in the Agreement.

Section 7.0 – INTERCONNECTION

7.2 Exchange of Traffic

7.2.1.1.1 CLEC may designate a Third Party Transit Provider to exchange Exchange Service, ISP-Bound, IntraLATA LEC Toll, and VoIP-PSTN Traffic between the Parties' networks under the following conditions:

7.2.1.1.1.1 Prior to the use of a Third Party Transit Provider to exchange traffic between the Parties, CLEC will identify the transiting party ("Third Party Transit Provider"), and CenturyLink will confirm that the Third Party Transit Provider Amendment to the Third Party Transit Provider's current interconnection agreement with CenturyLink has been completed.

7.2.1.1.1.2 Prior to the use of a Third Party Transit Provider to exchange traffic between the Parties and after the effective date of the amendment required in Section 7.2.1.1.1.1., CLEC must designate its NPA-NXX codes in the LERG as homing to a Third Party Transit Provider's Tandem Switch in the LATA or a Third Party Transit Provider's Tandem designation in the LERG for homing of local and/or intraLATA codes within the LATA. Neither CenturyLink nor CLEC will route through a Third Party Transit Provider's Tandem Switch until and unless this designation is made. Upon this designation, CLEC must route its traffic originating from the NPA-NXX(s) designated under this Section through the Third Party Transit Provider's Tandem Switch, at its sole expense, to reach CenturyLink's network. CenturyLink may route its originating or transit traffic bound for the NPA-NXX(s) designated under this Section to the Third Party Transit Provider's Tandem Switch or may choose to route traffic directly to the CLEC end office. After the Parties have established Direct Interconnection between their networks, neither Party may continue to transmit its originated Exchange Service, ISP-bound, IntraLATA LEC Toll, and VoIP-PSTN Traffic indirectly.

7.2.1.1.1.3 Each Party that originates the traffic is responsible for payment of any charges incurred and/or billed by Third Party Transit Provider, for transit, transport and/or termination compensation arrangements that may or may not be contained in separate agreements with CenturyLink or CLEC. This applies for each Party's originated traffic but not limited to traffic that transits the network of the other Party or the Third Party Transit Provider. For traffic terminating to CenturyLink or CLEC, the bill and keep provisions of the Agreement will govern any compensation between CenturyLink and CLEC. CLEC represents and warrants that it has an agreement with Third Party Transit Provider that complies with the requirements of this Section 7.2.1.1.1.3.

7.2.1.1.1.4 No other traffic shall be exchanged pursuant to the provisions of Section 7.2.1.1.1 and its subsections.

7.2.1.1.1.5 CLEC will pass unaltered to the Third Party Transit Provider all signaling

information (e.g., originating Calling Party Number and destination called party number, etc.) per 47 C.F.R. § 64.1601 and industry standards.

7.2.1.1.1.6 CLEC will not utilize its arrangements with Third Party Transit Provider for the exchange of VNXX traffic with CenturyLink.

7.2.1.1.1.7 This Section 7.2.1.1.1 and accompanying sub-sections do not otherwise modify or supersede the terms and conditions of any agreement that CLEC may have with CenturyLink, including tariffs, interconnection and/or access agreements.

7.2.1.1.1.8 CLEC will be responsible to provide originating records, in EMI Category 11-01-XX format to CenturyLink, if Third Party Transit Provider is unable to provide transit records.