

August 17, 2021

Mr. Steven Kahl  
Executive Secretary  
North Dakota Public Service Commission  
600 East Boulevard Avenue, 12<sup>th</sup> 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 DISH Wireless L.L.C. for the State of North Dakota

Dear Mr. Kahl:

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 DISH Wireless L.L.C. for the State of North Dakota.

Contact information for DISH Wireless L.L.C. is as follows:

Jeff McSchooler  
DISH Wireless L.L.C.  
5701 S. Sante Fe Drive  
Littleton, CO 80120  
(303) 706-5100  
[Jeff.mcschooler@dish.com](mailto:Jeff.mcschooler@dish.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: Mr. Jeff. McSchooler (via email)

**Routing of Traffic Through a Third Party Transit Provider Amendment  
to the Interconnection Agreement between  
Qwest Corporation dba CenturyLink QC  
and  
DISH Wireless L.L.C.  
for the State of North Dakota**

This Amendment ("Amendment") is to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC ("CenturyLink") and DISH Wireless L.L.C. ("WSP") collectively referred to as, the "Parties."

**RECITALS**

WHEREAS, the Parties entered into an Interconnection Agreement ("Agreement"), for service in the State of North Dakota that was executed on June 9, 2021, which states that terminating compensation for IntraMTA traffic is treated on a "bill and keep" basis, pursuant to the terms of the Agreement that was executed on June 9, 2021; and

WHEREAS, WSP has requested the ability to allow a third party to transit traffic between the Parties, 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 6.2.1.1 and 6.3.1 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 each Party.

### **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.

#### **DISH Wireless L.L.C.**

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Jeff McSchooler (Jun 15, 2021 11:08 CDT)

Signature

Jeff McSchooler  
Name Printed/Typed

EVP, Wireless Network Operations

Title

Jun 15, 2021

Date

#### **Qwest Corporation dba CenturyLink QC**

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Kimberly J. Povirk (Jun 18, 2021 01:24 CDT)

Signature

Kimberly J. Povirk  
Name Printed/Typed

Sr. Dir. Bus. Ops Wholesale Sales

Title

Jun 18, 2021

Date

## ATTACHMENT 1

### Terms of Routing of Traffic Through a Third Party Transit Provider Amendment

#### SECTION 4.0 - DEFINITIONS

“InterMTA” describes Wireless Telecommunications Services originating in one MTA and terminating in another MTA.

“IntraMTA” describes Wireless Non-Access Telecommunications Traffic that originates and terminates in the same MTA.

“Transit Service” is any traffic that originates from one (1) Telecommunications Carrier's network and/or its end user(s), transits another Telecommunications Carrier's network, and terminates to yet another Telecommunications Carrier's network and/or its end user(s).

#### SECTION 6.0 - INTERCONNECTION

##### 6.2 Exchange of Traffic

6.2.1.1.1 WSP may designate a Third Party Transit Provider or more than one Third Party Transit Providers to exchange InterMTA and IntraMTA traffic between the Parties' networks under the following conditions:

6.2.1.1.1.1 Prior to the use of each Third Party Transit Provider to exchange traffic between the Parties, WSP will identify such 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.

6.2.1.1.1.2 Prior to the use of a Third Party Transit Provider(s) to exchange traffic between the Parties and after the effective date of the amendment required in Section 6.2.1.1.1., WSP 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 WSP will route through a Third Party Transit Provider's Tandem Switch until and unless this designation is made. Upon this designation, WSP 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 WSP's end office. If WSP and CenturyLink have established Direct Interconnection between their networks, neither Party may continue to transmit its originated InterMTA, IntraMTA and transit traffic indirectly.

6.2.1.1.1.3 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 WSP. This applies for each Party's originated traffic but is not limited to traffic that transits the network of the other Party or the Third Party Transit Provider. For traffic terminating to CenturyLink or WSP, the bill and keep provisions of the Agreement will govern any compensation between CenturyLink and WSP. WSP represents and warrants that it has an agreement with Third Party Transit Provider that complies with the requirements of this Section 6.2.1.1.1.3.

6.2.1.1.1.4 No other traffic shall be exchanged pursuant to the provisions of Section 6.2.1.1.1 and its subsections.

6.2.1.1.1.5 WSP 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.

6.2.1.1.1.6 This Section 6.2.1.1.1 and accompanying sub-sections do not otherwise modify or supersede the terms and conditions of any agreement that WSP may have with CenturyLink, including tariffs, interconnection and/or access agreements.

6.2.1.1.1.7 WSP 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.