



CenturyLink™

Zsuzsanna E. Benedek
Director and Senior Counsel
240 North Third Street, Ste. 300
Harrisburg, PA 17101
Telephone: 717.775-3088
sue.benedek@lumen.com

September 10, 2021

VIA ELECTRONIC FILING

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor
Harrisburg, PA 17120

Re: Partner Delivery Service Arrangements Amendment to the Paging Interconnection Agreement between The United Telephone Company of Pennsylvania LLC d/b/a CenturyLink and Spok, Inc.
Docket No. A-2011-2241748

Dear Secretary Chiavetta:

The United Telephone Company of Pennsylvania LLC d/b/a CenturyLink (“CenturyLink”) submits this Letter for Approval for filing an executed, true and correct version of the Partner Delivery Service Arrangements Amendment to the Paging Interconnection Agreement between The United Telephone Company of Pennsylvania LLC d/b/a CenturyLink and Spok, Inc. (“Spok”). A complete copy of this filing is simultaneously served via electronic mail to the proper recipients of notices to and on behalf of Spok.

Please note that the attached agreement arises from an Opinion and Order, dated June 30, 2011, in the above-referenced docket, granting approval of the Paging Interconnection Agreement (“Agreement”) between CenturyLink and USA Mobility Wireless, Inc. (“USA Mobile”). USA Mobile had assigned the Agreement to Spok, Inc.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Sue Benedek

ZEB/sc
Enclosures
cc: Sharon Woods, Spok, Inc. (email: Sharon.woods@spok.com)

**Partner Delivery Service Arrangements Amendment
to the Paging Interconnection Agreement between
The United Telephone Company of Pennsylvania LLC d/b/a CenturyLink
and
Spok, Inc.
for the State of Pennsylvania**

This is an Amendment (“Amendment”) to the Paging Interconnection Agreement between The United Telephone Company of Pennsylvania LLC d/b/a CenturyLink (“CenturyLink”), a Colorado corporation, and Spok, Inc. (fka USA Mobility Wireless, Inc.) (“Carrier”). CenturyLink and Carrier shall be known jointly as the “Parties”.

RECITALS

WHEREAS, the Parties entered into a Paging Interconnection Agreement (“Agreement”) for service in the state of Pennsylvania which was executed by the Parties on March 10, 2011; and

WHEREAS, the Parties desire to amend the Agreement further 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 Agreement is hereby amended by adding terms and conditions for Partner Delivery Service Arrangements as set forth in Attachment 1 to this Amendment, attached hereto and incorporated herein by this reference.

Effective Date

This Amendment shall be deemed effective upon approval by the Commission, or by being permitted to go into effect by operation of law; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, Carrier must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by CenturyLink. Carrier will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met. Additionally, CenturyLink shall implement any necessary billing changes within two (2) billing cycles after the latest execution date of this Amendment, with a true-up back to the latest execution date of this Amendment by the end of the second billing cycle. The Parties agree that so long as CenturyLink implements the billing changes and the true-up as set forth above, the Carrier's bills shall be deemed accurate and adjusted without error.

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 representative. 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 warranty or covenant hereunder or affect in any way any rights arising by virtue of 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 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.

Spok, Inc.



Signature

Sharon Woods
Name Printed/Typed

Corporate Secretary and Treasurer
Title

Aug 23, 2021
Date

The United Telephone Company of Pennsylvania LLC d/b/a CenturyLink

Kimberly J. Povirk
Kimberly J. Povirk (Aug 23, 2021 14:01 CDT)

Signature

Kimberly J. Povirk
Name Printed/Typed

Sr. Dir. Bus. Ops Wholesale Sales
Title

Aug 23, 2021
Date

ATTACHMENT 1

NOTE: The numbering in this Attachment 1 (which may not be consecutive) is used as a convenience to the Parties and may not be related to the numbering of the remainder of the Agreement.

The following language is added to the Agreement, in its entirety:

1. INTERCONNECTION

1.0 Partner Delivery Service Arrangements

1.1 Partner Delivery Service Arrangements for One-Way Traffic from CenturyLink to Carrier

1.1.1. Notwithstanding any language in this Agreement regarding Interconnection to the contrary, Carrier may subcontract its Interconnection obligations for receipt of traffic from CenturyLink to a Third-Party Carrier (hereinafter referred to as “Partner Delivery Service Arrangements”) as follows:

1.1.2 Carrier shall provide Notice in accordance with the Notice provisions of the General Terms and Conditions of this Agreement whenever it establishes or terminates a Partner Delivery Service Arrangement. CenturyLink shall have a reasonable transition time to establish or terminate a connection to a Third-Party Carrier once Carrier provides Notice.

1.1.3 Carrier retains its obligation to abide by all terms and conditions of this Agreement and is responsible for its subcontractor Third Party Carriers’ performance of Carrier’s obligations under this Agreement.

1.1.4 Carrier must update the NPA-NXXs in the LERG for traffic it desires CenturyLink to terminate to Carrier’s Third-Party Carrier. The POI in cases where the Carrier utilizes Partner Delivery Service Arrangements with CenturyLink shall be that of the Carrier or the Third-Party Carrier.

1.1.5 Carrier acknowledges that CenturyLink will only transmit one-way traffic to Carrier through the Third-Party Carrier in a Time Division Multiplexing (TDM) format compatible with CenturyLink’s network. For matters related to the jurisdiction of traffic, all traffic sent over Third-Party Carrier interconnection trunks shall be treated as wireline traffic.

1.1.6 The Parties agree that traffic sent to Carrier under this Section will be subject to bill and keep. Under a bill and keep compensation arrangement, each Party retains the revenues it receives from its End Users and neither Party pays the other Party for the services provided.

1.1.7. Neither Carrier nor CenturyLink intend to expose CenturyLink to any Third-Party charges based on Carrier's election to implement a Partner Delivery Service Arrangement when CenturyLink sends traffic to Carrier via a Third-Party's network. Should Third-Party impose any charge upon CenturyLink based on Carrier's election to implement a Partner Delivery Service Arrangement, then Carrier shall be financially responsible for any such Third-Party charges.

2.0 CenturyLink shall not be obligated, whether under this Amendment or otherwise, to make any changes to CenturyLink's records, including to the services and items provided and/or billed thereunder or under the Agreement. Without limiting the foregoing, Carrier affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by Carrier with CenturyLink.

3.0 Once this Amendment is effective, any change in Carrier's name including a change in the "d/b/a", or due to assignment or transfer of this Agreement wherein only Carrier's name is changing, and no Carrier Company Code(s) (ACNA/CIC/OCN) are changing, constitutes a Carrier Name Change under this Section. For any Carrier Name Change, Carrier is responsible for providing proof of compliance with industry standards related to any Company Code(s), including notification of the name change to the appropriate issuing authority of those Company Code(s) as required. Carrier must submit the appropriate service request to CenturyLink to update Carrier's name on all applicable billing accounts (BANs), and Carrier is responsible for all applicable processing/administration and nonrecurring charges for each service request. Should Carrier desire to change its name on individual circuits and/or End User records, Carrier must submit the appropriate service request(s) to CenturyLink to update Carrier's name on individual circuits and/or End User records, and Carrier is responsible for all applicable processing/administration and nonrecurring charges for each of those service request(s).