CenturyLink®
Jason D. Topp
Assistant General Counsel
(651) 312-5364

May 24, 2021

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

Re: Resale Forbearance Amendment to the Resale Agreement between Qwest Corporation dba CenturyLink QC and InTTec, Inc. 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 Resale Forbearance Amendment to the Resale Agreement between Qwest Corporation dba CenturyLink QC and InTTec, Inc. for the State of North Dakota.

Contact information for InTTec, Inc. is as follows:

Brian Worthen
InTTec, Inc.
1001 South Douglas Highway
Box 2799
Gillette, WY 82717
(307) 685-5536
bworthen@mammothnetworks.com

Brian Wagner
InTTec, Inc.
1001 South Douglas Highway
Box 2799
Gillette, WY 82717
(307) 685-5529
bwagner@mammothnetworks.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: Brian Worthen (via email)
Brian Wagner (via email)

Resale Forbearance Amendment
to the Resale Agreement between
Qwest Corporation dba CenturyLink QC
and
InTTec, Inc.
for the State of North Dakota

This is an Amendment ("Amendment") to the Resale Agreement between Qwest Corporation dba CenturyLink QC ("CenturyLink"), a Colorado corporation, and InTTec, Inc. ("CLEC"). CenturyLink and CLEC shall be known jointly as the "Parties".

RECITALS

WHEREAS, the Parties entered into a Resale Agreement ("Agreement") for service in the state of North Dakota which was approved by the Commission on October 10, 2015; and

WHEREAS, on August 2, 2019, the FCC released Order FCC 19-72, a Memorandum Opinion and Order in WC Docket 18-141 (the "UNE Analog Loop and Resale Forbearance Order"), which became effective upon release (referred to as the "Forbearance Orders"); and

WHEREAS, the Parties agree that the Forbearance Orders are changes in Applicable Law that, pursuant to the terms of the Agreement, must be incorporated through an amendment to the Agreement; and

WHEREAS, in order to implement the terms of the Forbearance Orders and consistent with the terms of the Agreement regarding changes in Applicable Law, 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 Unbundled Network Elements (UNEs) and Resale as set forth in Attachment 1 and Exhibit A to this Amendment, attached hereto and incorporated herein by this reference. Any capitalized terms not defined specifically in this Amendment are as defined in the Agreement.

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, CLEC must generate, if necessary, an updated Customer Questionnaire. The Parties agree that so long as CenturyLink implements the billing changes and the true-up as set forth below, the CLEC'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.

InTTec, Inc.	**Qwest Corporation dba CenturyLink QC**
Brian Wagner Brian Wagner (Apr 28, 2021 13:30 MDT)	Kimberly J. Povirk Kimberly J. Povirk (Apr 28, 2021 14:36 CDT)
Signature	Signature
Brian Wagner Name Printed/Typed	Kimberly J. Povirk Name Printed/Typed
Chief Strategy Officer Title	Sr. Dir. Bus. Ops Wholesale Sales Title
Apr 28, 2021 Date	Apr 28, 2021 Date

ATTACHMENT 1

1. **Resale Provisions** – Pursuant to the Forbearance Orders, CLEC's ability to order new services and retain existing services from CenturyLink for resale pursuant to Sections 6, including Directory Listings and Directory Assistance that pertain to Resale, of the Agreement are altered as follows:

    a. **Effective Date to February 2, 2020** – During the time period from the Effective Date of this Amendment until February 2, 2020, CLEC may order any services for resale pursuant to the applicable terms and conditions of the Agreement. In addition, CLEC may make changes in existing resold services, also pursuant to the applicable terms of the Agreement, until February 2, 2020.

    b. **February 2, 2020 to August 2, 2022** – After February 2, 2020, CLEC cannot order any services for resale from CenturyLink pursuant to the applicable provisions of the Agreement. Any orders for new services for resale will be pursuant solely to the terms of the applicable Tariff for the service including any ICB agreements entered into under the applicable Tariffs.

        i. For any services procured for resale under the terms of the Agreement ("Existing Resale Services") on February 2, 2020 or prior, CenturyLink will continue to provide such Existing Resale Services pursuant to the terms of the Agreement, including any discounts delineated in Exhibit A of the Agreement.

        ii. CLEC cannot make any changes to such Existing Resale Services, as they will be treated in a "grandfathered" status, with continued receipt or disconnection of the Existing Resale Services the only options under the Agreement available to CLEC. If CLEC issues an order to change such services, it will be treated as new services for resale and will be provided solely under the Tariffs, rather than under the Agreement.

        iii. CLEC agrees that it will no longer submit any orders for resale services under the Agreement from CenturyLink after February 2, 2020. CLEC agrees that it is the CLEC's responsibility to ensure that no further orders for resold services under the Agreement are submitted after February 2, 2020. If resold services are ordered after February 2, 2020 CLEC agrees that the Agreement is no longer in effect and resold services are being ordered per the applicable tariff at the full rates in the tariff.

            1. In order to ensure compliance with these provisions, the Parties agree that CenturyLink, on no more than quarterly basis, may conduct an audit of CLEC's order activity after February 2, 2020, in order to identify any mistaken instances of attempting to order resold services under the terms of the Agreement.

            2. Should such instances occur, the Parties further agree that CenturyLink may issue a bill using the effective date of the changes that the applicable service was originally ordered ("Resale True-Up Bill") removing the discount for such services and billing under the Tariffs at full tariffed prices. CLEC agrees

not to contest such Resale True-Up Bills unless such billing is not consistent with the applicable Tariff.

c. **After August 2, 2022** – The Parties agree that CenturyLink will no longer provide any Existing Resold Services under the terms of the Agreement after August 2, 2022. CLEC is solely responsible for either disconnecting such Existing Resold Services prior to August 2, 2022 or ordering them as new services under the applicable Tariffs.

Select the appropriate type of contract below. For cost docket changes, leave blank:							EAS / Local Traffic Reciprocal Compensation					
Amendment							Bill and Keep			Notes		
							Recurring	Recurring Per Mile	Non-Recurring	REC	REC, per Mile	NRC
6.0	Resale						Wholesale Discount Percentage Recurring Charges		Wholesale Discount Percentage Nonrecurring Charges			
	6.1	Wholesale Discount Rates										
		6.1.1	Basic Exchange Residence Line Service				16.15%		16.15%	A, E, F		A, E, F
		6.1.2	Basic Exchange Business Line Service / PBX				16.15%		16.15%	A, E, F		A, E, F
		6.1.3	IntraLATA Toll				16.15%		16.15%	A, E, F		A, E, F
		6.1.4	Package / Special Services (e.g., Centrex, ISDN, DSS, Frame Relay Service, ACS)				16.15%		16.15%	A, E, F		A, E, F
		6.1.5	Listings, CO Features Information Services				16.15%		16.15%	A, E, F		A, E, F
		6.1.6	Private Line				16.15%		16.15%	A, E, F		A, E, F
		6.1.7	Volume Packaged Services				8.15%		8.15%	A, E, F		A, E, F
		6.1.8					16.15%		16.15%	A, E, F		A, E, F
	6.2											
		6.2.1	CTC for POTS Service									
			6.2.1.1	Residential / Business								
				6.2.1.1.1	First Line							
					6.2.1.1.1.1	First Line (Manual)			$16.77			C, E, F
					6.2.1.1.1.2	Intentionally Left Blank						
					6.2.1.1.1.3	First Line (Mechanized)			$0.70			C, E, F
				6.2.1.1.2	Each Additional							
					6.2.1.1.2.1	Each Additional Line (Manual)			$2.80			C, E, F
					6.2.1.1.2.2	Intentionally Left Blank						
					6.2.1.1.2.3	Each Additional Line (Mechanized)			$0.14			C, E, F
		6.2.2	CTC for Private Line Transport Services									
			6.2.2.1	First Circuit					$34.67			C, E, F
			6.2.2.2						$34.67			C, E, F
		6.2.3							$53.11			C, E, F

NOTES:

	A	U S WEST and AT&T Interconnection Agreement approved by the North Dakota Public Utilities Commission in Docket Number PU-453-96-497, effective June 23, 1997.
	C	Cost Docket Case No. PU-2342-01-296 effective 12/29/04.
	E	The Federal Communications Commission (the, "FCC" or "Commission") released Order FCC 19-66, a Report and Order on Remand and Memorandum Opinion and Order in WC Docket Nos. 18-141, et al (the "UNE Transport Order"), and on August 2, 2019, released Order FCC 19-72, a Memorandum Opinion and Order in WC Docket 18-141 (the "UNE Analog Loop and Resale Forbearance Order") which altered CenturyLink's obligations to provide certain unbundled network elements. As a result, any rate with this footnote attached to it only applies to UNEs and Resold services according to the terms of the UNE/Resale Forbearance Amendment of the Agreement. Any rate with this footnote is no longer applicable in any way after August 2, 2022, again consistent with the terms of the above referenced amendment.
	F	The rates in this table apply solely to services ordered for UNE/Resale on or before February 2, 2020. Any new services for UNE/Resale incorrectly ordered after February 2, 2020 will not have the discounts or rates applicable in this table, but instead will be subject to the applicable tariff, price list or catalog rates.