# **DSO 911 Trunk Port Rate Update Amendment** to the Traffic Exchange Agreement between

# CenturyTel of Ohio, Inc., d/b/a CenturyLink and Sigecom LLC d/b/a WOW! Internet Cable Phone

# for the State of Ohio

This is an Amendment ("Amendment") to the Traffic Exchange Agreement between CenturyTel of Ohio, Inc., d/b/a CenturyLink ("CenturyLink"), and Sigecom LLC d/b/a WOW! Internet Cable Phone ("WOW"). CenturyLink and WOW shall be known jointly as the "Parties".

### **RECITALS**

WHEREAS, the Parties entered into a Traffic Exchange Agreement ("Agreement") for service in the state of Ohio with an Effective Date of August 15, 2010, 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 the following rates to Article VII: Pricing:

911 Selective Router Ports	MRC	NRC
DS0 911 Trunk Port - per port (minimum of two ports required)	\$19.10	\$202.96

911 Database	MRC	NRC
MSAG Report- per report requested, applicable to the territory governed by		
this agreement		\$250.00
Manual 911 ALI record upload, per record- only available upon CenturyLink		
approval		\$25.00

#### **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. Order processing may not begin until all additional or updated information required has been provided by the WOW and CenturyLink systems have been made ready to accept orders and issue bills.

# **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.

Sigecom LLC dba WOW! Internet Cable Phone	CenturyLink of Ohio, Inc., d/b/a CenturyLink
Stew Stawfill 7F0C3626BA3D445 Signature	DocuSigned by:  Diane Roth  766DEE6A149A455  Signature
Steve Stanfill Name Printed/Typed	Diane Roth Name Printed/Typed
VP, Telephony/Engineering Business Title 11/9/2017	<u>Director – Wholesale</u> Title 11/9/2017
Date	Date

This foregoing document was electronically filed with the Public Utilities

**Commission of Ohio Docketing Information System on** 

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in

Case No(s). 17-2360-TP-NAG

Summary: Agreement DSO 911 Trunk Port Rate Update Amendment to the Traffic Exchange Agreement electronically filed by Mrs. Marjorie Herlth on behalf of CenturyTel of Ohio, Inc. d/b/a CenturyLink