

**Partner Delivery Service Arrangements Amendment
to the Type 1 and Type 2 Paging Connection Service Agreement between
Qwest Corporation dba CenturyLink QC
and
Spok, Inc.
for the State of South Dakota**

This is an Amendment (“Amendment”) to the Type 1 and Type 2 Paging Connection Service Agreement between Qwest Corporation dba CenturyLink QC (“CenturyLink”), a Colorado corporation, and Spok, Inc. (fka USA Mobility Wireless, Inc., fka Metrolink, Inc.) (“Paging Provider”). CenturyLink and Paging Provider shall be known jointly as the “Parties”.

RECITALS

WHEREAS, the Parties entered into a Type 1 and Type 2 Paging Connection Service Agreement (“Agreement”) for service in the state of South Dakota which was approved by the Commission on September 11, 2006; 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, Paging Provider must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by CenturyLink. Paging Provider 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 Paging Provider'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 16, 2021
Date

Qwest Corporation dba CenturyLink QC


Kimberly J. Povirk (Aug 16, 2021 09:08 CDT)

Signature

Kimberly J. Povirk
Name Printed/Typed

Sr. Dir. Bus. Ops Wholesale Sales
Title

Aug 16, 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 Paging Provider

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

1.1.2 Paging Provider 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 Paging Provider once Paging Provider provides Notice.

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

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

1.1.5 Paging Provider acknowledges that CenturyLink will only transmit one-way traffic to Paging Provider through the Third-Party Paging Provider 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 Paging Provider interconnection trunks shall be treated as wireline traffic.

1.1.6 The Parties agree that traffic sent to Paging Provider 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 Paging Provider nor CenturyLink intend to expose CenturyLink to any Third-Party charges based on Paging Provider's election to implement a Partner Delivery Service Arrangement when CenturyLink sends traffic to Paging Provider via a Third-Party's network. Should Third-Party impose any charge upon CenturyLink based on Paging Provider's election to implement a Partner Delivery Service Arrangement, then Paging Provider 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, Paging Provider affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by Paging Provider with CenturyLink.

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