



Qwest
1801 California Street, 10th Floor
Denver, Colorado 80202-2658
Phone 303 383-6645
Facsimile 303 383-8588
George.Thomson@qwest.com

George Baker Thomson, Jr.
Corporate Counsel

August 12, 2009

Patricia Van Gerpen, Executive Director
South Dakota Public Utilities Commission
500 East Capitol Avenue
Pierre, SD 57501

Re: Opt-in Wireline Interconnection Agreement between Qwest Corporation
and CVC CLEC, LLC for the State of South Dakota

Dear Ms. Van Gerpen:

Enclosed for filing for approval by the South Dakota Public Utilities Commission pursuant to 47 U.S.C. § 252 is the Opt-in Wireline Interconnection Agreement between Qwest Corporation and CVC CLEC, LLC for the State of South Dakota.

Contact information for CVC CLEC, LLC is as follows:

CVC CLEC, LLC
Jennifer Gilliland, Director of Operations
2922 S. Roosevelt Street
Tempe, AZ 85282
Phone: 602-296-1120
E-mail: jgilliland@cvctermination.com

Please contact me if you have any questions or concerns. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "George Baker Thomson, Jr.", written in a cursive style.

George Baker Thomson, Jr.

Enclosure

e-mail cc: Jennifer Gilliland, Director of Operations, CVC CLEC, LLC
cc: David L. Ziegler, Qwest



July 9, 2009

CVC CLEC, LLC
Jennifer Gilliland, Director of Operations
2922 S Roosevelt Street
Tempe, AZ 85282

Dear Ms. Gilliland:

We have received your request that, under Section 252(i) of the Telecommunications Act of 1996, CVC CLEC, LLC ("CLEC") wishes to adopt in its entirety, the terms of the Wireline Interconnection Agreement and any associated amendments, if applicable, (the "Underlying Agreement") between Bandwidth.com CLEC, LLC (Agreement # CDS-080225-0011) and Qwest Corporation ("Qwest"), that was approved by the Commission on May 8, 2008, as an effective agreement in the State of South Dakota. CLEC is incorporated in the State of Arizona. We understand you have a complete copy of the Underlying Agreement.

By their respective signatures below, Qwest and CLEC ("the Parties") intend that this letter serves as their agreement ("Letter Agreement") for CLEC to adopt the Underlying Agreement under the following terms and conditions:

1. The Parties shall request the Commission to expedite its review and approval of this Letter Agreement. This Letter Agreement shall become effective upon such approval. If for some reason the Commission rejects all or part of the Letter Agreement either party may at its option declare the remainder of the Agreement void and be excused from any performance thereunder.
2. Notwithstanding the mutual commitments set forth herein, Qwest is entering into this Letter Agreement without prejudice to any positions it has taken previously, or may take in the future, in any legislative, regulatory, or other public forum addressing any matters, including those relating to the types of arrangements contained in the Underlying Agreement. During the proceeding in which the Commission is to review and approve the Letter Agreement, Qwest may point out that it has objected, and continues to object, to the inclusion of the terms and conditions to which it objected in the proceedings involving the approval of the Underlying Agreement.
3. CLEC adopts the terms and conditions of the Underlying Agreement for interconnection with Qwest Corporation and in applying the terms and conditions, agrees that CVC CLEC, LLC be substituted in place of "Bandwidth.com CLEC, LLC" throughout the Underlying Agreement wherever the latter appears.
4. Qwest requests that notice to Qwest Corporation as may be required under the Underlying Agreement shall be provided as follows:

Qwest Corporation
Director Interconnection Agreements
1801 California Street, Room 2410
Denver, CO 80202
Phone - 303-965-3029
Email – IntAgree@qwest.com

With copy to
Qwest Corporation Law Department
Attention: General Counsel, Interconnection
1801 California Street, 10th Floor
Denver, CO 80202
Phone: 303-383-6553
Email: Legal.Interconnection@qwest.com

CLEC requests that notice to CLEC as may be required under the Underlying Agreement shall be provided as follows:

CVC CLEC, LLC
Jennifer Gilliland, Director of Operations
2922 S Roosevelt Street
Tempe, AZ 85282
Phone 602 296 1120
Fax 636 216 1120
Email jgilliland@cvctermination.com

5. CLEC represents and warrants that it is a certified provider of local telecommunication service in the State of South Dakota and that this Agreement will cover services in that state only.

6. Please sign all three original copies of this letter, and overnight them within thirty (30) days to:

Manager of Interconnection
Qwest Corporation
1801 California St, Suite 2420
Denver, CO 80202
Phone: 303-965-3029

After thirty (30) days Qwest may rescind its willingness to consider the Agreement's terms and conditions.

7. Please note that Qwest will file this Letter Agreement with the appropriate state commission for approval; however, some state commissions will not approve the Letter Agreement until the CLEC is certified by the state commission. You may want to contact the appropriate state commission to determine the requisite filing guidelines.

Sincerely,



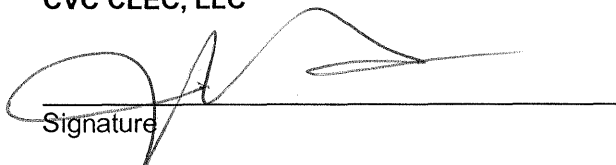
Qwest Corporation
L. T. Christensen
Director – Wholesale Contracts
1801 California Street, Suite 24th Floor
Denver, Colorado 80202

Date

8/5/09

I agree to all terms and conditions contained in this letter as indicated by my signature below:

CVC CLEC, LLC



Signature

Jennifer Gilliland
Name Printed

Director of Operations
Title

8/1/09
Date