

**Resale Amendment  
to the Interconnection Agreement between  
Qwest Corporation  
and  
DIECA Communications, Inc. dba Covad Communications Company  
for the State of South Dakota**

This Amendment ("Amendment") is to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and DIECA Communications, Inc. dba Covad Communications Company ("CLEC"), a Virginia corporation. Qwest and CLEC shall be known jointly as "Parties".

**RECITALS**

WHEREAS, the Parties entered into an Interconnection Agreement, for service in the State of South Dakota, that that was approved by the Commission on November 2, 2005; and

WHEREAS, the Parties agree to amend the Agreement 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 terms, conditions, and rates for Resale (Section 6.0), as set forth in Attachment 1 and Exhibit A, attached hereto and incorporated herein by this reference.

**Effective Date**

This Amendment shall be deemed effective upon approval by the Commission; 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. In addition to the Questionnaire, all system updates will need to be completed by Qwest. CLEC will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met. Additionally, Qwest 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 Qwest implements the billing changes and the true-up as set forth above, 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.

**DIECA Communications, Inc. dba  
Covad Communications Company**

DocuSigned by:  
*Douglas Carlen*  
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Signature

Douglas Carlen  
Name Printed/Typed

General Counsel  
Title

3/21/2011  
Date

**Qwest Corporation**

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*L T Christensen*  
DocuSigned By: L T Christensen

\_\_\_\_\_  
Signature

L. T. Christensen  
Name Printed/Typed

Director – Wholesale Contracts  
Title

3/21/2011  
Date