

**Single Point of Presence (“SPOP”) in the LATA Amendment  
to the Interconnection Agreement between  
Qwest Corporation  
and  
Broadvox-CLEC, LLC  
for the State of South Dakota**

This Amendment (“Amendment”) is made and entered into by and between Qwest Corporation (“Qwest”), a Colorado corporation, and Broadvox-CLEC, LLC (“CLEC”), incorporated in the State of Ohio. Qwest and CLEC shall be known jointly as the “Parties”.

**RECITALS**

WHEREAS, the Parties entered into an Interconnection Agreement (“Agreement”), for service in the State of South Dakota, that is currently pending Commission approval; and

WHEREAS, the Parties agree to amend the Agreement by adding 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**

This Amendment is made in order to add terms, and conditions for Single Point of Presence (“SPOP”) in the LATA, as set forth in Attachment 1 and Attachment 2, attached hereto and incorporated herein.

Neither Party shall lose any of its rights from the original contract by entering into this Amendment for SPOP.

**Effective Date**

This Amendment shall be deemed effective upon the Commission approval; however, the Parties may agree to implement the provisions of this Amendment upon execution.

**Further Amendments**

Amendments; Waivers. The provisions of this Agreement, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Agreement 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**

This Agreement (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of this Agreement 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 this Agreement.

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.

**Broadvox-CLEC, LLC**

**Qwest Corporation**

DocuSigned by:  
*Kyle V. Bertrand*  
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05E9FC68BD57454...  
*L T Christensen*  
DocuSigned By: L T Christensen

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

Kyle V. Bertrand  
Name Printed/Typed

L. T. Christensen  
Name Printed/Typed

Vice President – Network Operations  
Title

Director - Wholesale Contracts  
Title

8/12/2011

8/12/2011

\_\_\_\_\_  
Date

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Date