



**ADOPTION OF THE
INTERCONNECTION AGREEMENT
BY**

ONVOY, INC.

**ADOPTING THE
INTERCONNECTION AGREEMENT**

BETWEEN

QWEST CORPORATION DBA CENTURYLINK QC

AND

ZAYO GROUP, LLC

FOR THE STATE OF SOUTH DAKOTA

Adoption of the Interconnection Agreement

This Adoption of the Interconnection Agreement ("Agreement") is entered into by and between Qwest Corporation dba CenturyLink QC ("CenturyLink"), a Colorado corporation, and Onvoy, Inc. ("CLEC"), a Minnesota corporation, each of which may be referred to herein as "Party", or collectively as the "Parties", to establish the terms, conditions and rates for local interconnection and the exchange of Local traffic for the State of South Dakota.

NOW THEREFORE, the Parties agree as follows:

1. ADOPTED AGREEMENT

- 1.1 This Agreement between the Parties shall consist of the Interconnection Agreement entered into by and between Qwest Corporation dba CenturyLink QC and Zayo Group, LLC (formerly known as "360networks (USA) inc.", pre Merger), approved by the Commission in 2006, for the State of South Dakota.
- 1.2 This Agreement is made a part of and incorporates the terms and conditions of the Adopted Agreement, including all amendments to that Adopted Agreement (the "Terms").
- 1.3 Except as set forth herein, the Adopted Agreement remains unchanged and in full force and effect. In the event of a conflict between the Terms of the Adopted Agreement and this Agreement, this Agreement will control.
- 1.4 The Parties understand and agree that, because CLEC is adopting an agreement between CenturyLink and a current Affiliate of CLEC, the specific traffic percentages and other carrier-specific provisions of the Adopted Agreement also apply to CLEC. However, either Party may request different traffic percentages and other carrier-specific provisions should studies indicate that there are differences between the affiliates.

2. PARTY

For the purposes of this Agreement, CLEC is hereby substituted in the Adopted Agreement with Zayo Group, LLC.

3. PROVISIONS

- 3.1 The Terms of the Zayo Group, LLC Agreement are being adopted in its entirety by CLEC pursuant to CLEC's statutory rights under Section 252(i). The filing and performance by CenturyLink of the Terms does not in any way constitute a waiver by CenturyLink of any position as to the Terms or a portion thereof, nor does it constitute a waiver by CenturyLink of any or all rights and remedies it may have to seek review of the Terms, or to seek review in any way of any provisions included in these Terms as a result of CLEC's 252(i) election.
- 3.2 Should CLEC attempt to apply the adopted Terms in a manner that conflicts with the provisions set forth herein, CenturyLink reserves its rights to seek appropriate legal and/or equitable relief.

4. EFFECTIVE DATE AND TERM

- 4.1 This Agreement, if an initial Agreement shall become effective on the date of Commission Approval ("Effective Date"); however the Parties may agree to implement the provisions of this Agreement upon execution by both Parties. However, the initiation of a new account, any new provision of service or obligation or any revision to currently existing services or obligations may take up to 60 days to accommodate any required initial processes.
- 4.2 In the event that the Parties currently have an existing Interconnection Agreement, this Agreement shall replace the existing Interconnection Agreement in its entirety beginning

on the Effective Date. However, nothing relieves the Parties from fulfilling all obligations incurred under that prior Interconnection Agreement.

4.3 The expiration date of this Agreement shall be the expiration date of the Adopted Agreement, which is listed above, however, notwithstanding the forgoing, the Expiration Date of the Adopted Agreement and this Agreement are extended until March 31, 2014 pursuant to the Qwest / CenturyLink merger settlement agreement.

5. NOTICES

Except as otherwise provided, all notices and communication hereunder will be deemed to have been duly given when made in writing and delivered in person or deposited in the U.S. mail, certified, postage paid, return receipt requested, and addressed as follows:

To CenturyLink:

CenturyLink
Director Wholesale Contracts
930 15th Street, 6th Floor
Denver, CO 80202
Phone: 303-672-2879
Email: intagree@centurylink.com

With Copy to:

CenturyLink Legal Department
Wholesale Interconnection
1801 California Street, 9th Floor
Denver, CO 80202
Phone: 303-383-6553
Email: Legal.Interconnection@centurylink.com

To CLEC:

Mary T. Buley
Senior Regulatory & Interconnection Manager
Onvoy, Inc.
10300 6th Ave North
Plymouth, MN 55441
Phone: 763-230-4183
Email: mary.buley@onvoy.com

6. REGULATORY REQUIREMENTS

6.1 CLEC represents and warrants that it is authorized to provide telecommunications services in the State of South Dakota.

6.2 The Parties will cooperate to file this Agreement with the Commission for approval and complete all attendant requirements of the Commission for such approval.

IN WITNESS WHEREOF, CLEC and CenturyLink have caused this Agreement to be executed by their respective duly authorized representatives.

Onvoy, Inc.

DocuSigned by:
Scott Sawyer
CF9066AD3AB1405...

Signature

Scott Sawyer
Printed Name

General Counsel
Title

11/14/2013

Date

Qwest Corporation dba CenturyLink QC

05E9FC68BD57454...
L T Christensen
DocuSigned By: L T Christensen

Signature

L. T. Christensen
Printed Name

Director – Wholesale Contracts
Title

11/15/2013

Date