



**Adoption of the
Interconnection Agreement**

By

Clear Rate Communications Inc

**Adopting the
Interconnection Agreement**

Between

Qwest Corporation d/b/a CenturyLink QC

And

Valley Communications, Inc. dba Valley FiberCom

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 d/b/a CenturyLink QC ("CenturyLink"), and Clear Rate Communications Inc ("CLEC"), 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 d/b/a CenturyLink QC and Valley Communications, Inc. dba Valley FiberCom, that was approved January 3, 2019.
- 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.

2. PARTY

For the purposes of this Agreement, CLEC is hereby substituted in the Adopted Agreement for Valley Communications, Inc. dba Valley FiberCom.

3. PROVISIONS

- 3.1 The Terms of the Valley Communications, Inc. dba Valley FiberCom 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.
- 3.3 CLEC understands that it is providing a representation and warrants that it is complying with all provisions of the Adopted Agreement as of the effective date of the adoption.

4. EFFECTIVE DATE AND TERM

- 4.1 This 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 in which event neither Party will bring a dispute to require that an obligation incurred after execution must be fulfilled under the terms of the prior Agreement as long as this Agreement ultimately receives Commission Approval and so long as such obligations are fulfilled under the terms of this Agreement. 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, unless such obligation was incurred following execution of this Agreement and the Parties agreed to implement this Agreement and such obligations were fulfilled under this Agreement consistent with the foregoing

paragraph.

4.3 The expiration date of this Adoption Agreement shall be the same as the expiration date of the agreement that is being adopted, which is January 2, 2022.

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:
Director Sales Support
700 W Mineral Ave – Room MN D18.30
Littleton, CO 80120
Phone: 303-992-5906
Email: intagree@centurylink.com

With Copy to:
CenturyLink Legal Department-Wholesale Interconnection
700 W Mineral Ave – Room L14.08
Littleton, CO 80120
Phone: 303-992-5599
Email: Legal.Interconnection@centurylink.com

To CLEC:
Clear Rate Communications Inc
Michael Bishop
General Counsel
2600 W. Big Beaver Rd. Suite 450
Troy, Mi 48084
Phone: 248-556-9522
Email: mbishop@clearrate.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.

Clear Rate Communications Inc

Qwest Corporation d/b/a CenturyLink QC

Sam H. Namy
Sam H. Namy (Apr 5, 2021 14:43 EDT)

Signature

Sam Namy
Printed Name

CFO
Title

Apr 5, 2021

Date

Kimberly J. Povirk
Kimberly J. Povirk (Apr 15, 2021 10:39 CDT)

Signature

Kimberly J. Povirk
Printed Name

Sr. Dir. Bus. Ops Wholesale Sales
Title

Apr 15, 2021

Date