

April 18, 2023

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

Re: Rate Change Amendment to Forbearance Master Services Agreement between Qwest Corporation dba CenturyLink QC and Clear Rate Communications, LLC f/k/a Clear Rate Communications, Inc.

Dear Ms. Van Gerpen:

Enclosed for your information is an executed copy of the Rate Change Amendment to Forbearance Master Services Agreement (“FMSA”) between Qwest Corporation dba CenturyLink QC and Clear Rate Communications, LLC f/k/a Clear Rate Communications, Inc. (“Clear Rate”), which was submitted for information only to the Commission on July 28, 2021, with an effective date of July 20, 2020.

The Amendment incorporates discount rates for Commercial Wholesale Local Voice (“WLV”) Services to the agreement.

Contact information for Clear Rate is as follows:

Sam H. Namy  
Chief Financial Officer  
Clear Rate Communications  
2600 W. Big Beaver Road, Suite 450  
Troy, MI 48084  
(248) 556-4525  
[snamy@clearrate.com](mailto:snamy@clearrate.com)

200 South 5<sup>th</sup> Street, Room 2200  
Minneapolis, MN 55402

[www.centurylink.com](http://www.centurylink.com)

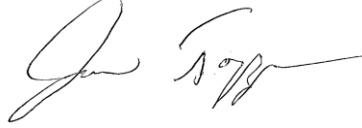
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This filing is for informational purposes. We do not believe further Commission action is needed. Please contact me if you have any questions or concerns. Thank you.

Very truly yours,

A handwritten signature in black ink, appearing to read "Jason D. Topp", with a long horizontal flourish extending to the right.

Jason D. Topp

JDT/bardm

Enclosure

cc: Sam H. Namy (via email)

**RATE CHANGE AMENDMENT  
TO  
FORBEARANCE MASTER SERVICES AGREEMENT**

**THIS AMENDMENT** ("Amendment") is by and between the CenturyLink Incumbent Local Exchange Carrier ("ILEC") entities listed in Attachment 1 of the Agreement (collectively and individually referred to as ("CenturyLink")) and Clear Rate Communications, LLC f/k/a Clear Rate Communications, Inc. ("Customer") and amends the Forbearance Master Services Agreement between Customer and CenturyLink executed by the parties on July 20, 2020, as may have been previously amended ("Agreement"). This Amendment is effective on the later date of signature below ("Amendment Effective Date"). All capitalized terms used herein which are not defined herein shall have the definitions ascribed to them in the Agreement. The parties hereby agree to amend the Agreement as follows:

New Discount Plan. CenturyLink agrees to provide discounted rates for the WLV Services set forth below and attached hereto (the "WLV Discount Plan") and shall be added to, and constitute a part of the Agreement under the following terms and conditions:


CenturyLink™ Commercial Wholesale Local Voice (WLV) Rates - L-Q Settlement (Colorado, Iowa, Idaho, Minnesota, North Dakota, Nebraska, New Mexico, Oregon, South Dakota, Utah and Washington)

1. WLV Discount Plan Term.
  - a. The term for the WLV Services pricing set forth in the CenturyLink Commercial Wholesale Local Voice (WLV) Rates - L-Q Settlement hereto shall commence on January 1, 2023 and end on December 31, 2023 ("WLV Discount Plan Term").
  - b. During the WLV Discount Plan Term, CenturyLink agrees not to change rates for the WLV Services so long as Customer, together with its affiliate Clear Rate Telecom, LLC, bills a combined total of \$280,000.00 in monthly charges for WLV Services excluding taxes, surcharges and non-recurring charges (the "Minimum WLV Billing Threshold"). In the event Customer fails to achieve the Minimum WLV Billing Threshold in any month during the WLV Discount Plan Term, CenturyLink may change rates on the WLV Services upon sixty (60) days' written notice.
  - c. Following the end of the WLV Discount Term, the WLV Discount Plan will go month-to-month at the existing rates, subject to change by CenturyLink on 60 days' written notice, with any such rate changes not to exceed CenturyLink's then-current market rates for WLV Services as posted on CenturyLink's website, <http://www.centurylink.com/wholesale/clecs/commercialagreements.html>.
2. Amendment to Agreement. Section 3 of the Agreement is deleted in its entirety and replaced with the following:
  3. **Order(s).** Customer may submit requests for Service in a form designated by CenturyLink ("Order" or "LSR"). The term for a Service is defined in the applicable Service Attachment ("Service Term"). Unless otherwise set forth in a Service Attachment, Service will continue month-to-month at the expiration of the Service Term at the existing rates, subject to change by CenturyLink on 60 days' written notice. CenturyLink will notify Customer of acceptance of requested Service in the Order by delivering (in writing or electronically) the date by which CenturyLink will install Service (the "Customer Commit Date" or a "Firm Order Commit" Date), by delivering the Service, or by the manner described in a Service Attachment. Renewal Orders will be accepted by CenturyLink's continuation of Service. For moves, adds or changes agreed to by CenturyLink, Customer will pay CenturyLink's then current charges unless otherwise specifically stated in a Service Attachment.

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3. Implementation. If CenturyLink has issued any invoices to Clear Rate for WLV Services provisioned after January 1, 2023 and prior to implementing the rates set forth in the WLV Discount Plan, CenturyLink will, within sixty (60) days of the date the Amendment is fully executed, issue credits to Clear Rate for any and all amounts billed for such services in excess of the rates set forth in the WLV Discount Plan, along with any associated taxes, fees, surcharges, late payment charges or other charges billed in connection with the charges for such services that would not have been billed if the WLV Discount Plan had been implemented as of January 1, 2023.
  
4. Miscellaneous. All other terms and conditions in the Agreement shall remain in full force and effect and be binding upon the parties. This Amendment and the Agreement set forth the entire understanding between the parties as to the subject matter herein, and in the event there are any inconsistencies between the two documents, the terms of this Amendment shall control. To the extent that the terms of any New Service Attachments are inconsistent with the terms of this Amendment or the Agreement, the terms of the New Service Attachments shall control.

**IN WITNESS WHEREOF**, an authorized representative of each Party has executed this Amendment as of the dates set forth below.

| <b>Customer:</b>                      | <b>CenturyLink:</b>   |
|---------------------------------------|---|
| By: <u>Sam H. Namy</u>                | By: <u></u><br><small>Kimberly J. Povirk (Feb 14, 2023 16:45 CST)</small> |
| Name: <u>Sam H. Namy</u>              | Name: <u>Kimberly J. Povirk</u>   |
| Title: <u>Chief Financial Officer</u> | Title: <u>Sr. Dir. Bus. Ops Wholesale Sales</u>   |
| Date: <u>February 9, 2023</u>         | Date: <u>Feb 14, 2023</u>   |