

Qwest Corporation
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200 South 5th Street, Room 2200
Minneapolis, Minnesota 55402

Jason D. Topp
Corporate Counsel

February 6, 2006



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

Re: Qwest Digital Subscriber Line (Qwest DSL™) Amendment to the
Interconnection Agreement between Qwest Corporation and New Edge
Network Inc. d/b/a New Edge Networks for the State of South Dakota

Dear Ms. Van Gerpen:

Enclosed for filing for approval by the South Dakota Public Utilities Commission pursuant to 47 U.S.C. § 252 is the Qwest Digital Subscriber Line (Qwest DSL™) Amendment to the Interconnection Agreement between Qwest Corporation and New Edge Network Inc. d/b/a New Edge Networks for the State of South Dakota.

Contact information for New Edge Network Inc. d/b/a New Edge Networks is as follows:

Robert McMillin
New Edge Networks
3000 Columbia Boulevard, Suite 106
Vancouver, WA 98661
(360) 906-9703

Thank you for your help with this matter. Please contact me if you have any questions or concerns.

Very truly yours,

A handwritten signature in black ink, appearing to read "Jason D. Topp".

Jason D. Topp

JDT/bardm
Enclosure

cc: Robert McMillin (via e-mail)
Colleen Sevold

**Qwest Digital Subscriber Line (Qwest DSL™) Amendment
to the Interconnection Agreement between
Qwest Corporation
and
New Edge Network Inc. dba New Edge Networks
for the State of South Dakota**

This is an Amendment (“Amendment”) to the Interconnection Agreement between Qwest Corporation (“Qwest”), a Colorado corporation, and New Edge Network Inc. dba New Edge Networks (“CLEC”). CLEC and Qwest shall be known jointly as the “Parties”.

RECITALS

WHEREAS, CLEC and Qwest entered into an Interconnection Agreement (“Agreement”) which was approved by the South Dakota Public Utilities Commission (“Commission”); and

WHEREAS, the Parties wish to amend the Agreement further 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 changing terms and conditions for Qwest Digital Subscriber Line (Qwest DSL™) as set forth in Attachment 1, to this Amendment, attached hereto and incorporated herein by this reference.

Effective Date

This Amendment shall be deemed effective upon approval by the Commission; however, the Parties agree to implement the provisions of this Amendment upon execution. Qwest shall implement any necessary billing changes within two (2) billing cycles after the latest execution date of this Amendment.

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

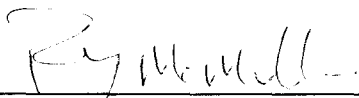
of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

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.

**New Edge Network Inc.
dba New Edge Networks**



Signature

Robert Y. McMillan

Name Printed/Typed

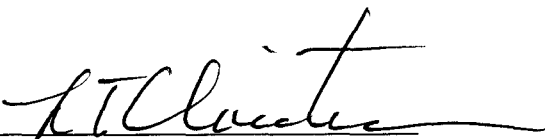
Senior Director Interconnection

Title

01/24/06

Date

Qwest Corporation



Signature

L. T. Christensen

Name Printed/Typed

Director – Interconnection Agreements

Title

1/24/06

Date

ATTACHMENT 1**1.0 Qwest Digital Subscriber Line (Qwest DSL™) General**

1.1 In the Report and Order and Notice of Proposed Rulemaking issued simultaneously in the *Appropriate Framework for Broadband Access to the Internet over Wireline Facilities Proceeding*, Docket No. 02-33 (and associated dockets), FCC 05-150 (“Order”), effective November 16, 2005, the FCC determined that facilities-based wireline broadband Internet access service is an information service. The Order permits carriers such as Qwest to offer broadband Internet access services on either a Title I or Title II basis. Qwest has decided to offer Qwest High Speed Internet Service (also known as Qwest Digital Subscriber Line (Qwest DSL™) service) on a Title I basis. With this reclassification, Qwest has elected to withdraw its tariffed DSL offerings.

1.2 CLEC’s Interconnection Agreement includes access to certain Qwest DSL™ products, including, but not limited to, when purchased in conjunction with certain UNE-P and/or Resale services.

1.3 As of the execution date of this Amendment, CLEC shall not order or purchase and Qwest will not offer or provide any Qwest DSL™ services out of CLEC’s existing Interconnection Agreement(s) with Qwest. Notwithstanding, nothing in this Amendment shall prevent Qwest from offering or providing commercially negotiated replacement products to CLEC.