



**CenturyLink™**

**Jason D. Topp**  
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May 17, 2018

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

Re: Third Party Transit Provider Amendment to the Interconnection Agreement  
between Qwest Corporation dba CenturyLink QC and Peerless Network of  
South Dakota, LLC 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 Third Party Transit Provider Amendment to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC and Peerless Network of South Dakota, LLC for the State of South Dakota.

Contact information for Peerless Network of South Dakota, LLC is as follows:

John Barnicle  
Peerless Network of South Dakota, LLC  
222 South Riverside Plaza, suite 2730  
Chicago, IL 60606  
(302) 506-0290  
[Regulatory@peerlessnetwork.com](mailto:Regulatory@peerlessnetwork.com)

Patrick Phipps  
Peerless Network of South Dakota, LLC  
222 South Riverside Plaza, suite 2730  
Chicago, IL 60606  
(302) 506-0933  
[Regulatory@peerlessnetwork.com](mailto:Regulatory@peerlessnetwork.com)

Please contact me if you have any questions or concerns. Thank you.

Very truly yours,



Jason D. Topp

JDT/bardm  
Enclosure

cc: John Barnicle (via email)  
Patrick Phipps (via email)

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

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**Third Party Transit Provider Amendment  
to the Interconnection Agreement between  
Qwest Corporation dba CenturyLink QC  
and  
Peerless Network of South Dakota, LLC  
for the State of South Dakota**

This Amendment (“Amendment”) is to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC (“CenturyLink”), a Colorado corporation, and Peerless Network of South Dakota, LLC (“Third Party Transit Provider”), collectively referred to as, the “Parties.”

**RECITALS**

WHEREAS, the Parties entered into an Interconnection Agreement (“Agreement”) for service in the State of South Dakota concurrent with this Amendment that is also filed with the Commission, which, among other terms, required each Party to provide for the termination of Exchange Service (EAS/Local) and ISP-Bound traffic originated by the other Party on a “bill and keep” basis, without payment of terminating compensation by either Party; and

WHEREAS, Third Party Transit Provider wishes to offer transiting services to other telecommunications carriers and exchange that traffic with CenturyLink according to the terms of this Amendment, subject to limitations and requirements of the Local Exchange Routing Guide (“LERG”) and other applicable requirements, including but not limited to the Agreement and this Amendment; and

WHEREAS, the Parties wish to amend the Agreement 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 purpose of this Amendment is to provide the specific terms under which Third Party Transit Provider exchanges traffic with CenturyLink. See Attachment 1 attached 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

**Further Amendments**

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. Except as provided in the Agreement, this Amendment may not be further amended or altered, and no waiver of any provision thereof shall be effective, except by written instrument executed by an authorized representative of both Parties.

**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.

**Peerless Network of South Dakota, LLC**

**Qwest Corporation dba CenturyLink QC**

DocuSigned by:  
*Scott Kell*  
E489DC681D84478...  
Signature

DocuSigned by:  
*Kimberly J. Povirk*  
8E951884DF3444F...  
Signature

Scott Kell  
Name Printed/Typed

Kimberly J. Povirk  
Name Printed/Typed

EVP of Operations  
Title

Director Sales Support  
Title

4/23/2018  
Date

4/24/2018  
Date