

**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 that was approved by 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, Exhibit A and Exhibit H 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

DocuSigned by:
Scott Kell
E499DC601D64478...

Signature

Scott Kell
Name Printed/Typed

EVP of Operations
Title
7/4/2018

Date

Qwest Corporation dba CenturyLink QC

DocuSigned by:
Kimberly J. Povirk
8E364664DF3444F...

Signature

Kimberly J. Povirk
Name Printed/Typed

Director Sales Support
Title
7/5/2018

Date