



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: Carrier Partner for Interconnected VoIP 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 Carrier Partner for Interconnected VoIP 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.

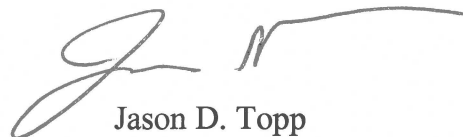
Contact information for Peerless Network of South Dakota, LLC is as follows:

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

Patrick Phipps
Peerless Network of South Dakota, LLC
222 South Riverside Plaza, suite 2730
Chicago, IL 60606
(302) 506-0933
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 5th Street, Room 2200
Minneapolis, MN 55402

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**Carrier Partner for Interconnected VoIP 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 Carrier Partner for Interconnected VoIP Provider Amendment (“Amendment”) is to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC (“CenturyLink”), a Colorado corporation, and Peerless Network of South Dakota, LLC (“CLEC”). CenturyLink and CLEC shall be known jointly 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 exchange of Exchange Service (EAS/Local), IntraLATA LEC Toll, Transit, VoIP-PSTN Traffic and Jointly Provided Switched Access traffic; and

WHEREAS, CLEC wishes to act as a Carrier Partner for an Interconnected VoIP Provider, which obtains their own number resources pursuant to FCC Report and Order 15-70 (“VoIP Numbering Order”), released June 22, 2015. CLEC will provide a switch for its use and seeks to combine CLEC’s traffic with Interconnected VoIP Provider’s VoIP-PSTN Traffic and exchange such traffic with CenturyLink according to the terms of this “Carrier Partner for Interconnected VoIP Provider Amendment” (the “Carrier Partner 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 the Amendment; and

WHEREAS, the Parties have amended the Agreement in response to the Order that the Federal Communications Commission issued in Docket No. 01-92, *In the Matter of Developing a Unified Intercarrier Compensation Regime*, effective December 29, 2011; 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 Agreement is hereby amended by adding specific terms and conditions under which CLEC exchanges traffic with CenturyLink 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, or by being permitted to go into effect by operation of law; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, CLEC must generate, if necessary, updated customer documentation. In addition, all system updates will need to be completed by CenturyLink. Carrier Partner will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met.

Further Amendments

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Carrier Partner 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 Carrier Partner 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.

Peerless Network of South Dakota, LLC

Qwest Corporation dba CenturyLink QC

DocuSigned by:
Scott Kell
E499DC691D64479

DocuSigned by:
Kimberly J. Povirk
8E351664DF3444F...

Signature

Signature

Scott Kell
Name Printed/Typed

Kimberly J. Povirk
Name Printed/Typed

EVP of Operations
Title

Director Sales Support
Title

4/23/2018

4/24/2018

Date

Date