

Jason D. Topp Assistant General Counsel - Regulatory (651) 312-5364

July 23, 2019

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

> Re: Reciprocal Compensation Bill and Keep Amendment to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC and Clarity Telecom LLC dba Vast Broadband (fka Knology of the Plains, Inc. fka PrairieWave Telecommunications, Inc.) 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 Reciprocal Compensation Bill and Keep Amendment to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC and Clarity Telecom LLC dba Vast Broadband (fka Knology of the Plains, Inc. fka PrairieWave Telecommunications, Inc.) for the State of South Dakota.

Contact information for Clarity Telecom LLC dba Vast Broadband (fka Knology of the Plains, Inc. fka PrairieWave Telecommunications, Inc.) is as follows:

Kristin Burton	Larry Eby
Clarity Telecom LLC dba Vast Broadband	Clarity Telecom LLC dba Vast Broadband
104 E. Center Street, Suite 201	104 E. Center Street, Suite 201
Sikeston, MO 63801	Sikeston, MO 63801
(573) 481-2765	(573) 481-2264
Kristin.burton@vastbroadband.com	Larry.eby@vastbroadband.com

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

www.centurylink.com

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

Xery truly yours, TOPP Jason D. Topp

JDT/bardm

Enclosure

cc: Kristin Burton (via email) Larry Eby (via email)

## Reciprocal Compensation Bill and Keep Amendment to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC and Clarity Telecom LLC dba Vast Broadband for the State of South Dakota

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC ("CenturyLink"), a Colorado corporation, and Clarity Telecom LLC dba Vast Broadband (fka Knology of the Plains, Inc. fka PrairieWave Telecommunications, Inc.) ("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 which was approved by the Commission on December 4, 2006; and

WHEREAS, the Parties desire 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 for Reciprocal Compensation to be at Bill and Keep for the exchange of Exchange Service or Extended Area Service (EAS/Local) Traffic as set forth in Exhibit A 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, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by CenturyLink.

### **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.

### Clarity Telecom LLC dba Vast Broadband

Larry By

Larry Eby Name Printed/Typed

<u>COO</u> Title

<u>Jun 24, 2019</u> Date Qwest Corporation dba CenturyLink QC

Povirk

Kimberly J. Povirk Name Printed/Typed

<u>Director – Sales Support</u> Title

J<u>un 24, 2019</u> Date