

**LIS Facility PVU Amendment  
to the Interconnection Agreement between  
Qwest Corporation dba CenturyLink QC  
and  
Level 3 Communications LLC  
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 Level 3 Communications 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 which was approved by the Commission; 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 by modifying the LIS Facility PVU 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.

**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.

**Level 3 Communications LLC**

*Gary R Black Jr*  
Gary R Black Jr (Jan 14, 2022 10:55 MST)

Signature

Gary Black  
Name Printed/Typed

VP Carrier Relations  
Title

Jan 14, 2022

Date

**Qwest Corporation dba CenturyLink QC**

*Kimberly J. Povirk*  
Kimberly J. Povirk (Jan 14, 2022 12:05 CST)

Signature

Kimberly J. Povirk  
Name Printed/Typed

Sr. Dir. Bus. Ops Wholesale Sales  
Title

Jan 14, 2022

Date

Amendment						Recurring	Recurring Per Mile	Non-Recurring	REC	REC per Mile	NRC
<b>7.0 Interconnection</b>											
<b>7.12 Toll VoIP-PSTN Traffic</b>											
	7.12.3	Local Interconnection Service VOIP Percent of Facilities (LIS-Facility-PVU)				10%	10%		3		
<b>NOTES:</b>											
	3	ICB, Individual Case Basis pricing.									