

**Unbundled Network Elements (UNEs) - Resale Forbearance Amendment  
to the Interconnection Agreement between  
Qwest Corporation dba CenturyLink QC  
and  
Zayo Group, 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 Zayo Group, LLC (fka 360networks (USA) 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 August 10, 2006; and

WHEREAS, on July 12, 2019, the Federal Communications Commission (the, “FCC” or “Commission”) released Order FCC 19-66, a Report and Order on Remand and Memorandum Opinion and Order in WC Docket Nos. 18-141, et al (the “UNE Transport Order”), which became effective upon release; and

WHEREAS, on August 2, 2019, the FCC released Order FCC 19-72, a Memorandum Opinion and Order in WC Docket 18-141 (the “UNE Analog Loop and Resale Forbearance Order”), which became effective upon release (together, with the UNE Transport Order, collectively referred to as the “Forbearance Orders”); and

WHEREAS, the Parties agree that the Forbearance Orders are changes in Applicable Law that, pursuant to the terms of the Agreement, must be incorporated through and amendment to the Agreement; and

WHEREAS, in order to implement the terms of the Forbearance Orders and consistent with the terms of the Agreement regarding changes in Applicable Law, 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 adding terms and conditions for Unbundled Network Elements (UNEs) and Resale as set forth in Attachment 1 and Exhibit A to this Amendment, attached hereto and incorporated herein by this reference. Any capitalized terms not defined specifically in this Amendment are as defined in the Agreement.

**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. The Parties agree that CenturyLink will implement the billing changes and the true-up as set forth below.

**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.

**Zayo Group, LLC**

DocuSigned by:  
*Robert Peterson*  
9821A70560A14EE...

Signature

Robert Peterson  
Name Printed/Typed

Director Vendor Management

Title  
October 26, 2023

Date

**Qwest Corporation dba CenturyLink QC**

*Kimberly J. Povirk*  
Kimberly J. Povirk (Nov 17, 2023 05:21 MST)

Signature

Kimberly J. Povirk  
Name Printed/Typed

Sr. Dir. Bus. Ops Wholesale Sales

Title  
Nov 17, 2023

Date

**ATTACHMENT 1**

- 1. Resale Provisions** – Pursuant to the Forbearance Orders, CLEC’s ability to order new services and retain existing services from CenturyLink for resale pursuant to Section 6 of the Agreement is altered as follows:
- a. Effective Date to February 2, 2020** – During the time period from the Effective Date of this Amendment until February 2, 2020, CLEC may order any services for resale pursuant to the applicable terms and conditions of the Agreement. In addition, CLEC may make changes in existing resold services, also pursuant to the applicable terms of the Agreement, until February 2, 2020.
  - b. February 2, 2020 to August 2, 2022** – After February 2, 2020, CLEC cannot order any services for resale from CenturyLink pursuant to the applicable provisions of the Agreement. Any orders for new services for resale will be pursuant solely to the terms of the applicable Tariff for the service including any ICB agreements entered into under the applicable Tariffs.
    - i. For any services procured for resale under the terms of the Agreement (“Existing Resale Services”) on February 2, 2020 or prior, CenturyLink will continue to provide such Existing Resale Services pursuant to the terms of the Agreement, including any discounts delineated in Exhibit A of the Agreement.
    - ii. CLEC agrees that it will no longer submit any orders for resale services under the Agreement from CenturyLink after February 2, 2020. CLEC agrees that it is the CLEC’s responsibility to ensure that no further orders for resold services under the Agreement are submitted after February 2, 2020. If resold services are ordered after February 2, 2020 CLEC agrees that the Agreement is no longer in effect and resold services are being ordered per the applicable Tariff at the full rates in the Tariff. Where CLEC utilized an LSR to order Resale, CLEC may continue to issue an LSR for resold services after February 2, 2020 until August 2, 2022, subject to Resale True-Up in Section 2 below. In order to ensure compliance with these provisions, the Parties agree that CenturyLink, on no more than quarterly basis, CenturyLink may conduct an audit of CLEC’s order activity after February 2, 2020, in order to identify any mistaken instances of attempting to order resold services under the terms of the Agreement.
      - 1. Should such instances occur, the Parties further agree that CenturyLink may issue a bill using the effective date of the changes that the applicable service was originally ordered (“Resale True-Up Bill”) removing the discount for such services and billing under the Tariffs at full tariffed prices.
  - c. After August 2, 2022** – The Parties agree that CenturyLink will no longer provide any Existing Resold Services under the terms of the Agreement after August 2, 2022. CLEC is solely responsible for disconnecting such Existing Resold Services prior to August 2, 2022. To the extent Existing Resold Services are not disconnected prior to August 2, 2022, Existing Resold Services will be offered under the applicable Tariffs or Commercial Agreement.

- 2. UNE Analog Loops** – Pursuant to the terms of the Forbearance Orders, the terms and conditions under which CLEC may order and maintain Analog Unbundled Loops, as defined in Section 9.2.2 provided in the Agreement and Two-Wire/Four-Wire Unbundled Distribution Loop, as provided in Section 9.3.2.1.1 of the Agreement (together, referred to as “Analog Unbundled Loops”) are altered as follows:
- a. Effective Date to February 2, 2020** - During the time period from the Effective Date of this Amendment until February 2, 2020, CLEC may order Analog Unbundled Loops pursuant to the applicable terms and conditions of the Agreement. In addition, CLEC may make changes in existing Analog Unbundled Loop arrangements, also pursuant to the applicable terms of the Agreement.
  - b. February 2, 2020 to August 2, 2022** - After February 2, 2020, CLEC cannot order any Analog Unbundled Loops from CenturyLink pursuant to the applicable provisions of the Agreement.
    - i. For any Unbundled Analog Loops procured under the terms of the Agreement (“Existing Analog Loops”) on February 2, 2020 or prior, CenturyLink will continue to provide such Existing Analog Loops pursuant to the terms of the agreement, including the applicable rates delineated in Exhibit A of the Agreement.
    - ii. CLEC agrees that it will no longer submit any orders for Unbundled Analog Loops under the Agreement from CenturyLink after February 2, 2020. CLEC agrees that it is the responsibility of the CLEC to ensure that no further orders for such Analog Unbundled Loops under the Agreement are submitted after February 2, 2020.
      - 1. In order to ensure compliance with these provisions, the Parties agree that CenturyLink, on a no more than quarterly basis, may conduct an audit of CLEC’s order activity after February 2, 2020, in order to identify any mistaken instances of attempting to order Analog Unbundled Loops under the terms of the Agreement.
      - 2. Should such instances occur, the Parties further agree that CenturyLink will request CLEC to disconnect such services and order them as new by ordering the Special Access service under the applicable Tariff, changing the applicable rate charged, and CenturyLink may issue a bill using the effective date of the changes that the applicable Unbundled Analog Loop was originally ordered (“Analog Loop True-Up Bill”).
    - iii. CLEC agrees that any provisions in the Agreement that provide for Line Splitting are also removed and may no longer be ordered, as they all involve an order of an Unbundled Analog Loop. Any existing arrangements will be maintained during the time period of this section.
  - c. After August 2, 2022** - The Parties agree that CenturyLink will no longer provide any Unbundled Analog Loops under the terms of the Agreement after August 2, 2022, including any arrangements for Line Splitting. CLEC is solely responsible for either disconnecting such Analog Unbundled Loops prior to August 2, 2022 or

converting to an alternative service arrangement. For any Analog Unbundled Loops in place as of August 2, 2022, CLEC agrees that CenturyLink may convert any such Analog Unbundled Loops to the appropriate Special Access service under the applicable Tariff, and CLEC is then responsible for such services under that Tariff. As Line Splitting is not available service under CenturyLink's Tariffs, CLEC must convert to alternative arrangements that meet its needs, as such arrangements will otherwise be terminated after August 2, 2022.

- d. UNE Combinations** – Any UNE Combination s provided under the Agreement that might include UNE Analog Loop are also treated as UNE Analog Loops under this Agreement.
- 3. UNE Transport** - Pursuant to the terms of the Forbearance Orders, the terms and conditions under which CLEC may order and maintain Unbundled Dedicated Interoffice Transport ("UDIT"), as provided in Section 9.6.1.1 of the Agreement and Enhanced Extended Loop ("EEL"), as provided in Section 9.23.3.7 of the Agreement (together, referred to as "UNE Transport") are altered as follows:
- a. Effective Date to January 12, 2020** - During the time period from the Effective Date of this Amendment until January 12, 2020, CLEC may order UNE Transport pursuant to the applicable terms and conditions of the Agreement. In addition, CLEC may make changes in existing UNE Transport arrangements, also pursuant to the applicable terms of the Agreement.
- b. January 12, 2020 to July 12, 2022** - After January 12, 2020, CLEC cannot order any UNE Transport from CenturyLink pursuant to the applicable provisions of the Agreement that has each endpoint in one of the Serving Wire Centers listed on the Wholesale website: <http://www.centurylink.com/wholesale/clecs/nta.html#UNE-F> to this Amendment ("Forbearance UNE Transport"). For any UNE Transport that does not meet the definition of Forbearance UNE Transport, such UNE Transport will continue to be available and provided under the terms of the Agreement, including the terms under which it may be withdrawn.
- i. For any Forbearance UNE Transport procured under the terms of the Agreement ("Existing Forbearance UNE Transport") on January 12, 2020 or prior, CenturyLink will continue to provide such Existing Forbearance UNE Transport pursuant to the terms of the Agreement, including the applicable rates delineated in Exhibit A of the Agreement.
- ii. CLEC agrees that it will no longer submit any orders for Forbearance UNE Transport under the Agreement from CenturyLink after January 12, 2020. CLEC agrees that it is the CLEC's responsibility to ensure that no further orders for such Forbearance UNE Transport under the Agreement are submitted after January 12, 2020.
1. In order to ensure compliance with these provisions, the Parties agree that CenturyLink, on a no more than quarterly basis, may conduct an audit of CLEC's order activity after January 12, 2020, in order to identify any mistaken instances of attempting to order Forbearance UNE Transport under the terms of the Agreement.
2. Should such instances occur, the Parties further agree that CenturyLink will convert such services to the Special Access

service under the applicable Tariff, changing the applicable rate charged as needed, and issue a bill to make the effective date of the charges be the date the applicable Forbearance UNE Transport was originally ordered (“UNE Transport True-Up Bill”).

- c. After July 12, 2022** - The Parties agree that CenturyLink will no longer provide any Forbearance UNE Transport under the terms of the Agreement after July 12, 2022. CLEC is solely responsible for either disconnecting such Forbearance UNE Transport prior to July 12, 2022 or converting to an alternative service arrangement. For any Forbearance UNE Transport in place as of July 12, 2022, CLEC agrees that CenturyLink will convert any such Forbearance UNE Transport to the appropriate Special Access service under the applicable Tariff, and CLEC is then responsible for such services under that Tariff.

Select the appropriate type of contract below. For cost docket changes, leave blank:				EAS / Local Traffic Reciprocal Compensation					
Amendment				Bill and Keep			Notes		
				Recurring	Recurring Per Mile	Non-Recurring	REC	REC per Mile	NRC
6.0	Resale			Wholesale Discount Percentage Recurring Charges		Wholesale Discount Percentage Nonrecurring Charges			
<b>6.1 Wholesale Discount Rates</b>									
	6.1.1	Basic Exchange Residential Line Service		15.55%		15.55%	A, C, D		A, C, D
	6.1.2	Basic Exchange Business Line Service / PBX		15.55%		15.55%	A, C, D		A, C, D
	6.1.3	IntraLATA Toll		15.55%		15.55%	A, C, D		A, C, D
	6.1.4	Package / Special Services (e.g., Centrex, ISDN, DSS Frame Relay Services, ACS)		15.55%		15.55%	A, C, D		A, C, D
	6.1.5	Listings, CO Features & Information Services		15.55%		15.55%	A, C, D		A, C, D
	6.1.6	Private Line		15.55%		15.55%	A, C, D		A, C, D
	6.1.7	Public Access Line (PAL) Service		15.55%		15.55%	A, C, D		A, C, D
<b>6.2 Customer Transfer Charge (CTC)</b>									
	6.2.1	CTC for POTS Service							
		6.2.1.1	First Line						
			6.2.1.1.1 Manual			\$5.00			A, C, D
			6.2.1.1.2 Intentionally Left Blank						
			6.2.1.1.3 Mechanized			\$5.00			A, C, D
		6.2.1.2	Each Additional						
			6.2.1.2.1 Manual			\$5.00			A, C, D
			6.2.1.2.2 Intentionally Left Blank						
			6.2.1.2.3 Mechanized			\$5.00			A, C, D
	6.2.2	CTC for Private Line Transport Services							
		6.2.2.1	First Circuit			\$35.26			C, D, 5
		6.2.2.2	Additional Circuit, per Circuit, Same CSR			\$35.26			C, D, 5
	6.2.3	CTC for Advanced Communications Services, per Circuit				\$52.38			C, D, 5
<b>9.0 Unbundled Network Elements (UNEs)</b>									
<b>9.2 Unbundled Loops</b>									
	9.2.1	Analog Loops				See 9.2.4			
		9.2.1.1	2-Wire Voice Grade Loop						
			9.2.1.1.1 Zone 1	\$15.20			C, D, #		
			9.2.1.1.2 Zone 2	\$16.56			C, D, #		
			9.2.1.1.3 Zone 3	\$21.77			C, D, #		
		9.2.1.2	Intentionally Left Blank						
		9.2.1.3	4-Wire Voice Grade Loop						
			9.2.1.3.1 Zone 1	\$29.82			C, D, #		
			9.2.1.3.2 Zone 2	\$32.50			C, D, #		
			9.2.1.3.3 Zone 3	\$42.72			C, D, #		
	9.2.4	Loop Installation Charges for 2 & 4-Wire Analog Loops where conditioning is not required.		See 9.2.1, 9.2.2, & 9.2.3.1					C, D
		9.2.4.1	Basic Installation						
			9.2.4.1.1 First			\$55.27			C, D, #
			9.2.4.1.2 Each Additional			\$48.77			C, D, #
		9.2.4.2	Basic Installation with Performance Testing						
			9.2.4.2.1 First			\$142.10			C, D, #
			9.2.4.2.2 Each Additional			\$86.61			C, D, #
		9.2.4.3	Coordinated Installation with Cooperative Testing / Project Coordinated						
			9.2.4.3.1 First			\$171.87			C, D, #
			9.2.4.3.2 Each Additional			\$94.09			C, D, #
		9.2.4.4	Coordinated Installation without Cooperative Testing / Project Coordinated Installation						
			9.2.4.4.1 First			\$59.81			C, D, #
			9.2.4.4.2 Each Additional			\$53.32			C, D, #
		9.2.4.5	Basic Installation with Cooperative Testing						
			9.2.4.5.1 First			\$142.10			C, D, #
			9.2.4.5.2 Each Additional			\$86.61			C, D, #
<b>9.3 Subloop</b>									
	9.3.1	2-Wire Analog and Nonloaded Distribution Loop							
		9.3.1.1	First Loop			\$112.61			C, D, 5
		9.3.1.2	Each Additional			\$32.32			C, D, 5
		9.3.1.3	First & Each Additional 2-Wire Distribution Loop						
			9.3.1.3.1 Zone 1	\$10.68			C, D, #		
			9.3.1.3.2 Zone 2	\$11.64			C, D, #		
			9.3.1.3.3 Zone 3	\$15.30			C, D, #		
<b>9.4 Shared Services</b>									
	9.4.1	Intentionally Left Blank							
	9.4.2	Line Sharing							
		9.4.2.1	Basic Installation Charge for Line Sharing			\$37.27			C, D, 1

	9.4.3	Loop Splitting							
		9.4.3.1	Basic Installation Charge for Loop Splitting				\$37.27		C, D, 1
	9.4.4	OSS, per Order, per Month		\$3.21				C, D, 5	
<b>9.6 Unbundled Dedicated Interoffice Transport (UDIT)</b>									
	9.6.1	DS0 UDIT (Recurring Fixed & per Mile)				\$276.13			C, D, 5
		9.6.1.1	Over 0 to 8 Miles		\$17.14	\$0.09		A, C, D	A, C, D
		9.6.1.2	Over 8 to 25 Miles		\$17.12	\$0.12		A, C, D	A, C, D
		9.6.1.3	Over 25 to 50 Miles		\$17.13	\$0.11		A, C, D	A, C, D
		9.6.1.4	Over 50 Miles		\$17.14	\$0.07		A, C, D	A, C, D
	9.6.2	DS1 UDIT (Recurring Fixed & per Mile)				\$321.82			C, D, 5
		9.6.2.1	Over 0 to 8 Miles		\$34.75	\$0.95		A, C, D	A, C, D
		9.6.2.2	Over 8 to 25 Miles		\$34.76	\$1.82		A, C, D	A, C, D
		9.6.2.3	Over 25 to 50 Miles		\$34.76	\$1.77		A, C, D	A, C, D
		9.6.2.4	Over 50 Miles		\$34.75	\$1.23		A, C, D	A, C, D
	9.6.3	DS3 UDIT (Recurring Fixed & per Mile)				\$321.82			C, D, 5
		9.6.3.1	Over 0 to 8 Miles		\$236.22	\$10.43		A, C, D	A, C, D
		9.6.3.2	Over 8 to 25 Miles		\$236.53	\$10.83		A, C, D	A, C, D
		9.6.3.3	Over 25 to 50 Miles		\$236.71	\$9.91		A, C, D	A, C, D
		9.6.3.4	Over 50 Miles		\$243.94	\$24.44		A, C, D	A, C, D
<b>9.23 UNE Combinations</b>									
	9.23.2	Enhanced Extended Loop (EEL)							
		9.23.2.1	EEL Loop, DS0 2-Wire Analog						
			9.23.2.1.1	EEL 2-Wire Loop Installation					
				9.23.2.1.1.1	First		\$260.73		C, D, 5
				9.23.2.1.1.2	Each Additional		\$194.28		C, D, 5
			9.23.2.1.2	2-Wire Analog Loop (see rates in 9.2.1.1)					
				9.23.2.1.2.1	Zone 1	\$15.20		C, D, 15	
				9.23.2.1.2.2	Zone 2	\$16.56		C, D, 15	
				9.23.2.1.2.3	Zone 3	\$21.77		C, D, 15	
		9.23.2.2	EEL Loop, DS0 4-Wire						
			9.23.2.2.1	EEL 4-Wire Loop Installation					
				9.23.2.2.1.1	First		\$260.73		C, D, 5
				9.23.2.2.1.2	Each Additional		\$194.28		C, D, 5
			9.23.2.2.2	4-Wire Analog Loop (see rates in 9.2.1.3)					
				9.23.2.2.2.1	Zone 1	\$29.82		C, D, 15	
				9.23.2.2.2.2	Zone 2	\$32.50		C, D, 15	
				9.23.2.2.2.3	Zone 3	\$42.72		C, D, 15	
		9.23.2.6	EEL Rearrangement						
			9.23.2.6.1	DS0			\$132.32		C, D, 1
			9.23.2.6.2	High Capacity			\$150.20		C, D, 1
		9.23.2.8	EEL Multiplexing						
			9.23.2.8.1	DS1 to DS0		\$181.28	\$268.83	A, C, D	C, D, 5
			9.23.2.8.2	DS3 to DS1		\$191.32	\$268.83	A, C, D	C, D, 5
		9.23.2.9	EEL DS0 Channel Performance (see rates in 9.6.7)						
			9.23.2.9.1	DS0 Low Side Channelization		\$14.76		C, D, 15	
			9.23.2.9.2	DS1 / DS0 Low Side Channelization		\$8.42		C, D, 15	
<b>9.25 Loop Mux Combination (LMC)</b>									
	9.25.1	LMC Loop DS0 2-Wire Analog							
		9.25.1.1	LMC Mux 2-Wire Loop Installation						
			9.25.1.1.1	First			\$239.60		C, D, 5
			9.25.1.1.2	Each Additional			\$156.36		C, D, 5
		9.25.1.2	2-Wire Analog Loop (see rates in 9.2.1.1)						
			9.25.1.2.1	Zone 1		\$15.20		C, D, 15	
			9.25.1.2.2	Zone 2		\$16.56		C, D, 15	
			9.25.1.2.3	Zone 3		\$21.77		C, D, 15	
	9.25.2	LMC Loop DS0 4-Wire Analog							
		9.25.2.1	LMC Mux 4-Wire Loop Installation						C, D, 5
			9.25.2.1.1	First			\$239.60		C, D, 5
			9.25.2.1.2	Each Additional			\$156.36		C, D, 5
		9.25.2.2	4-Wire Analog Loop (see rates in 9.2.1.3)						
			9.25.2.2.1	Zone 1		\$29.82		C, D, 15	
			9.25.2.2.2	Zone 2		\$32.50		C, D, 15	
			9.25.2.2.3	Zone 3		\$42.72		C, D, 15	
	10.3.2	Premium / Privacy Listings			General Exchange Tariff Rate, Less Wholesale Discount		General Exchange Tariff Rate, Less Wholesale Discount	C, D	C, D

**NOTES:**

A	Qwest and AT&T Arbitration in Docket No. TC96-184, effective March 4, 1999								
C	The Federal Communications Commission (the, "FCC" or "Commission") released Order FCC 19-66, a Report and Order on Remand and Memorandum Opinion and Order in WC Docket Nos. 18-141, et al (the "UNE Transport Order"), and on August 2, 2019, released Order FCC 19-72, a Memorandum Opinion and Order in WC Docket 18-141 (the "UNE Analog Loop and Resale Forbearance Order") which altered CenturyLink's obligations to provide certain unbundled network elements. As a result, any rate with this footnote attached to it only applies to UNEs and Resold services according to the terms of the UNE/Resale Forbearance Amendment of the Agreement. Any rate with this footnote is no longer applicable in any way after August 2, 2022, again consistent with the terms of the above referenced amendment.								
D	The rates in this table apply solely to services ordered for UNE/Resale on or before February 2, 2020. Any new services for UNE/Resale incorrectly ordered after February 2, 2020 will not have the discounts or rates applicable in this table, but instead will be subject to the applicable tariff, price list or catalog rates.								



Exhibit A  
South Dakota

#	Voluntary Rate Reduction, Docket TC01-165, effective 12/12/02. Reductions reflected in the 12/12/02 Exhibit A.		
1	Rates not addressed in the Cost Docket (estimated TELRIC)		
5	Rates addressed in Cost Docket filed on October 15, 2002.		
12	Rates proposed in UM 1025		
15	Rate was previously ordered for this element in a different section of Exhibit A.		