

**FCC Modernizing Unbundling and Resale Requirements 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 October 28, 2020, the FCC released Order FCC 20-152, a Report and Order in WC Docket 19-308 for the Modernizing Unbundling and Resale Requirements in an Era of Next-Generation Networks and Services (“Order”), which became effective February 8, 2021 (“Effective Date of the Order”); and

WHEREAS, the Parties agree that the Order is a change in Applicable Law that, pursuant to the terms of the Agreement, must be incorporated through an amendment to the Agreement; and

WHEREAS, in order to implement the terms of the Order 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 to the Agreement for Unbundled Network Elements (UNEs) as set forth in Attachment 1, Exhibit A, and Appendices 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.

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 27, 2023 13:02 CST)

Signature

Kimberly J. Povirk
Name Printed/Typed

Sr. Dir. Bus. Ops Wholesale Sales

Title
Nov 27, 2023

Date

ATTACHMENT 1

1. UNE Loops

- a. UNE DS1 and DS3 Loops. CenturyLink is no longer required to offer UNE DS1 and DS3 loops in counties deemed competitive in the *BDS Order* (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”), corresponding to the associated Serving Wire Centers listed on the Wholesale website: <http://www.centurylink.com/wholesale/clecs/nta.html>, attached hereto as Appendix 1 to this Amendment, subject to the following transition periods:
- i. UNE DS1
1. CLEC may not submit new orders after February 8, 2023.
 2. CLEC may retain its embedded base of UNE DS1 loops (including those ordered in the 24-month new ordering period) in these wire centers at TELRIC rates for 42 months from the Effective Date of the Order. After August 8, 2024, CLEC’s embedded base of UNE DS1 loops in these wire centers will be transitioned to market rates.
- ii. UNE DS3
1. CLEC may not submit new orders for UNE DS3 loops in these wire centers after February 8, 2021.
 2. CLEC may retain its embedded base of UNE DS3 loops at TELRIC rates in these wire centers for 36 months from the Effective Date of the Order. On Feb 8, 2024, CLEC’s embedded base of UNE DS3 loops in these wire centers will be transitioned to market rates.
- b. UNE DS0 Loops and Associated Copper Subloops. CenturyLink is no longer required to offer these UNEs in “urbanized area census blocks” (census blocks in areas with 50,000 or more people), corresponding to the associated Serving Wire Centers listed on the Wholesale website: <http://www.centurylink.com/wholesale/clecs/nta.html>, attached hereto as Appendix 2 to this Amendment, subject to the following transition periods:
- i. UNE DS0 Loops
1. CLEC may not submit new orders for UNEs in these wire centers after Feb 8, 2023.
 2. CLEC will retain current pricing for UNE DS0 loops and copper subloops in these wire centers until Feb 8, 2024 (including those ordered in the 24-month new order period). After Feb 8, 2024, CenturyLink may impose a 25% rate increase for any remaining UNE DS0 loops and copper subloops in these wire centers.
 3. CLEC may retain its embedded base of these UNEs (including those ordered in the 24-month new order period) in these wire centers until February 8, 2025. After this date, CenturyLink will be entitled to charge market rates.

4. This transition applies to digital copper loops and two-wire and four-wire copper loops conditioned to transmit digital signals.
 - c. Miscellaneous UNE Narrowband Voice-Grade Loops. CenturyLink is no longer required to offer miscellaneous UNE voice-grade loops anywhere, subject to the following transition periods:
 - i. CLEC may not submit new orders for miscellaneous UNE voice-grade loops after February 8, 2021.
 - ii. CLEC may retain its embedded base of miscellaneous UNE voice-grade loops until Feb 8, 2024.
 - iii. "Miscellaneous UNE Narrowband Voice-Grade Loops" refer to 64 kbps voice grade channels over fiber loops where CenturyLink has retired copper (which are currently grandfathered) and to the TDM capabilities of hybrid loops.
2. MTE Premises UNE Subloops and NIDs. CenturyLink is not required to offer these UNEs anywhere, subject to the following transition periods:
 - a. New Orders. Once the Order is effective, CLEC may not submit new orders for these UNEs.
 - b. Embedded Base. CLEC may retain its embedded base of these UNEs until February 8, 2024. After this date, CenturyLink will be entitled to charge market rates.
 - c. This applies to all NIDs and loop plants between the minimum point of entry at a multiunit premise and the point of demarcation.
3. UNE Dark Fiber Transport. CenturyLink is no longer required to offer UNE Dark Fiber transport on routes where the central office on each end of the route is either a Tier 1 or 2 wire center or within half mile of competitive fiber, subject to the following transition periods:
 - a. After February 8, 2021, CLEC may not submit new orders for UNE Dark Fiber Transport on these routes.
 - b. CLEC may retain its embedded base of UNE Dark Fiber Transport on these routes until February 8, 2029. After this date, CenturyLink will be entitled to charge market rates.
 - c. The central offices meeting the new test (*i.e.*, that are within a half mile of competitive fiber) are listed here: <http://www.centurylink.com/wholesale/clecs/nta.html>, and attached hereto as Appendix 3 to this Amendment.

Appendix 1

Should a discrepancy exist between the wire center lists located on the website (<http://www.centurylink.com/wholesale/clecs/nta.html>) and this list, the website will govern.

CLLI	WC NAME	COMPANY	CLLI_ST
ABRDSDCO	Aberdeen	QWEST CORPORATION	SD
ARTNSDCO	Arlington	QWEST CORPORATION	SD
BLFRSDCO	Belle Fourche	QWEST CORPORATION	SD
BLHKSDCE	Black Hawk	QWEST CORPORATION	SD
CAVRSDCO	Cavour	QWEST CORPORATION	SD
CHBLSDCO	Chamberlain	QWEST CORPORATION	SD
CLMNSDCO	Colman	QWEST CORPORATION	SD
CNTNSDCO	Canton	QWEST CORPORATION	SD
DDWDSDCO	Deadwood	QWEST CORPORATION	SD
DESMSDCO	De Smet	QWEST CORPORATION	SD
ELPNSDCO	Elk Point	QWEST CORPORATION	SD
FLNDSDCO	Flandreau	QWEST CORPORATION	SD
FTPRSDCE	Fort Pierre	QWEST CORPORATION	SD
HLCYSDCO	Hill City	QWEST CORPORATION	SD
HRBGSDCO	Harrisburg	QWEST CORPORATION	SD
HURNSDCO	Huron	QWEST CORPORATION	SD
IRQSSDCO	Iroquois	QWEST CORPORATION	SD
LEADSDCO	Lead	QWEST CORPORATION	SD
LKPRSDCO	Lake Preston	QWEST CORPORATION	SD
MCINSDCO	Mcintosh	QWEST CORPORATION	SD
MDSNSDCE	Madison	QWEST CORPORATION	SD
MLBNSDCO	Milbank	QWEST CORPORATION	SD
MLLRSDCO	Miller	QWEST CORPORATION	SD
MRTWSDCO	Morristown	QWEST CORPORATION	SD
MTCHSDCO	Mitchell	QWEST CORPORATION	SD
PIRRSDCO	Pierre	QWEST CORPORATION	SD
RDFDSDCO	Redfield	QWEST CORPORATION	SD
RPCYSDCO	Rapid City	QWEST CORPORATION	SD
RPVYSDCO	Rapid Valley	QWEST CORPORATION	SD
SPRFSDCO	Spearfish	QWEST CORPORATION	SD
STRGSDCO	Sturgis	QWEST CORPORATION	SD
SXFLSDCO	Sioux Falls Main	QWEST CORPORATION	SD
SXFLSDSE	Sioux Falls Se	QWEST CORPORATION	SD
SXFLSDSW	Sioux Falls Sw	QWEST CORPORATION	SD

TEA SDCO	Tea	QWEST CORPORATION	SD
VOLGSDCO	Volga	QWEST CORPORATION	SD
VRMLSDCO	Vermillion	QWEST CORPORATION	SD
WHWDSDCO	Whitewood	QWEST CORPORATION	SD
WRWKSDCO	Warwick	QWEST CORPORATION	SD
WTTWSDCO	Watertown	QWEST CORPORATION	SD
YNTNSDCO	Yankton	QWEST CORPORATION	SD

Appendix 2

Should a discrepancy exist between the wire center lists located on the website (<http://www.centurylink.com/wholesale/clecs/nta.html>) and this list, the website will govern.

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Appendix 3

Should a discrepancy exist between the wire center lists located on the website (<http://www.centurylink.com/wholesale/clecs/nta.html>) and this list, the website will govern.

WC	LUMEN_WIRE CENTERS	LEGACY_COMPANY	STATE
ABRDSDCO	ABRDSDCO	Qwest	SD
ARTNSDCO	ARTNSDCO	Qwest	SD
BLFRSDCO	BLFRSDCO	Qwest	SD
BLHKSDCE	BLHKSDCE	Qwest	SD
CAVRSDCO	CAVRSDCO	Qwest	SD
CHBLSDCO	CHBLSDCO	Qwest	SD
CLMNSDCO	CLMNSDCO	Qwest	SD
CNTNSDCO	CNTNSDCO	Qwest	SD
DESMSDCO	DESMSDCO	Qwest	SD
ELPNSDCO	ELPNSDCO	Qwest	SD
FLNDSDCO	FLNDSDCO	Qwest	SD
FTPRSDCE	FTPRSDCE	Qwest	SD
HURNSDCO	HURNSDCO	Qwest	SD
IRQSSDCO	IRQSSDCO	Qwest	SD
LEADSDCO	LEADSDCO	Qwest	SD
LKPRSDCO	LKPRSDCO	Qwest	SD
MCINSDCO	MCINSDCO	Qwest	SD
MDSNSDCE	MDSNSDCE	Qwest	SD
MLBNSDCO	MLBNSDCO	Qwest	SD
MLLRSDCO	MLLRSDCO	Qwest	SD
MTCHSDCO	MTCHSDCO	Qwest	SD
PIRRSDCO	PIRRSDCO	Qwest	SD
RDFDSDCO	RDFDSDCO	Qwest	SD
RPCYSDCO	RPCYSDCO	Qwest	SD
RPVYSDCO	RPVYSDCO	Qwest	SD
SPRFSDCO	SPRFSDCO	Qwest	SD
STRGSDCO	STRGSDCO	Qwest	SD
SXFLSDSE	SXFLSDSE	Qwest	SD
SXFLSDSW	SXFLSDSW	Qwest	SD
TEA SDCO	TEA SDCO	Qwest	SD
TMLKSDCO	TMLKSDCO	Qwest	SD
VOLGSDCO	VOLGSDCO	Qwest	SD
VRMLSDCO	VRMLSDCO	Qwest	SD

WHWDSDCO	WHWDSDCO	Qwest	SD
WTTWSDCO	WTTWSDCO	Qwest	SD
YNTNSDCO	YNTNSDCO	Qwest	SD