

**Batch Hot Cut Removal Amendment
to the Interconnection Agreement between
Qwest Corporation dba CenturyLink QC
and
ACN Communication Services, LLC fka ACN Communication Services, Inc.
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 ACN Communication Services, LLC fka ACN Communication Services, 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 June 11, 2004;

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 removing terms, conditions and rates for Batch Hot Cut 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. All system updates will need to be completed by CenturyLink. CLEC will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met. Additionally, CenturyLink shall implement any necessary billing changes within two (2) billing cycles after the latest execution date of this Amendment, with a true-up back to the latest execution date of this Amendment by the end of the second billing cycle.

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.

**ACN Communication Services, LLC fka
ACN Communication Services, Inc.**

Qwest Corporation dba CenturyLink QC

Dave stevanovski
dave.stevanovski (Sep 7, 2021 10:44 EDT)

Signature

Dave Stevanovski
Name Printed/Typed

President
Title

Sep 7, 2021
Date

Kimberly J. Povirk
Kimberly J. Povirk (Sep 7, 2021 10:02 CDT)

Signature

Kimberly J. Povirk
Name Printed/Typed

Sr. Dir. Bus. Ops Wholesale Sales
Title

Sep 7, 2021
Date

ATTACHMENT 1

The Batch Hot Cut is removed in its entirety from the existing Interconnection Agreement and is replaced by the following:

The Parties have rates and terms in the ICAs regarding the Batch Hot Cut. The Parties further agree in this Amendment that any such rates and terms will be ineffective, pursuant to the CMP-CR-PC112619-1 notice provided by CenturyLink and have no further requirements as of the Effective Date of this Amendment.