

INTERCONNECTION AGREEMENT

**TERMS AND CONDITIONS FOR INTERCONNECTION,
UNBUNDLED NETWORK ELEMENTS, ANCILLARY SERVICES,
AND RESALE OF TELECOMMUNICATIONS SERVICES**

BETWEEN

QWEST CORPORATION DBA CENTURYLINK QC
and

PEERLESS NETWORK OF NORTH DAKOTA, LLC

FOR THE STATE OF NORTH DAKOTA

Agreement Number
CDS-140922-0001

Section 1.0 - GENERAL TERMS

1.1 This Agreement for Interconnection, Unbundled Network Elements, ancillary services, and resale of Telecommunications Services is between Peerless Network of North Dakota, LLC, a North Dakota corporation and Qwest Corporation dba CenturyLink QC (CenturyLink), a Colorado corporation pursuant to Section 252(f) of the Telecommunications Act of 1996, for purposes of fulfilling CenturyLink's obligations under Sections 222, 251(a), (b), and (c), 252, and other relevant provisions of the Act and the rules and regulations promulgated there under.

1.2 Intentionally Left Blank.

1.3 This Agreement sets forth the terms, conditions and pricing under which CenturyLink will provide to CLEC network Interconnection, access to Unbundled Network Elements, ancillary services, and Telecommunications Services available for resale within the geographical areas in which CenturyLink is providing local Exchange Service at that time, and for which CenturyLink is the incumbent Local Exchange Carrier within the state of North Dakota, for purposes of providing local Telecommunications Services.

1.4 Intentionally Left Blank.

1.5 Intentionally Left Blank.

1.6 Intentionally Left Blank.

1.7 Intentionally Left Blank.

1.8 With respect to the terms and provisions of this Agreement, CenturyLink has negotiated the Agreement in its entirety, and the inclusion of any particular provision, or rate, term and condition, is not evidence of the reasonableness thereof when considered apart from all other provisions of the Agreement.

5.1.3.4 It is the responsibility of either Party to inform its End User Customers of service impacting impairment that may result in discontinuance of service as soon as the Party receives notice of same.

5.1.4 Each Party is solely responsible for the services it provides to its End User Customers and to other Telecommunications Carriers. This provision is not intended to limit the liability of either Party for its failure to perform under this Agreement.

5.1.5 The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.

5.1.6 Nothing in this Agreement shall prevent either Party from seeking to recover the costs and expenses, if any, it may incur in (a) complying with and implementing its obligations under this Agreement, the Act, and the rules, regulations and orders of the FCC and the Commission, and (b) the development, modification, technical installation and maintenance of any systems or other infrastructure which it requires to comply with and to continue complying with its responsibilities and obligations under this Agreement. Notwithstanding the foregoing, CenturyLink shall not assess any charges against CLEC for services, facilities, Unbundled Network Elements, ancillary services and other related work or services covered by this Agreement, unless the charges are expressly provided for in this Agreement. All services and capabilities currently provided hereunder (including resold Telecommunications Services, Unbundled Network Elements, UNE Combinations and ancillary services) and all new and additional services or Unbundled Network Elements to be provided hereunder, shall be priced in accordance with all applicable provisions of the Act and the rules and orders of the Federal Communications Commission and orders of the Commission.

5.2 Term of Agreement

5.2.1 This Agreement shall become effective on the date of Commission Approval ("Effective Date"); however the Parties may agree to implement the provisions of this Agreement upon execution. This Agreement shall be binding upon the Parties for a term of three (3) years.

5.2.2 Upon expiration of the term of this Agreement, this Agreement shall continue in full force and effect until superseded by a successor agreement in accordance with this Section 5.2.2. Any Party may request negotiation of a successor agreement by written notice to the other Party no earlier than one hundred sixty (160) Days prior to the expiration of the term, or the Agreement shall renew on a month to month basis. The date of this notice will be the starting point for the negotiation window under Section 252 of the Act. This Agreement will terminate on the date a successor agreement is approved by the Commission. However, nothing relieves CLEC from fulfilling the obligations incurred under the prior Agreement.

5.3 Proof of Authorization

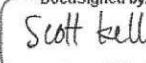
5.3.1 Each Party shall be responsible for obtaining and maintaining Proof of Authorization (POA) as required by applicable federal and state law, as amended from time to time.

5.3.2 The Parties shall make POAs available to each other upon request in the event of an allegation of an unauthorized change in accordance with all Applicable Laws and rules and shall be subject to any penalties contained therein.

Section 22.0 - SIGNATURE PAGE

By signing below, and in consideration of the mutual promises set forth herein, and other good and valuable consideration, the Parties agree to abide by the terms and conditions set forth in this Interconnection Agreement.

Peerless Network of North Dakota, LLC

DocuSigned by:

F499DC68BD574478

Signature

Scott Kell

Name Printed/Typed

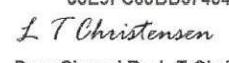
Chief Operating Officer

Title

10/2/2014

Date

Qwest Corporation dba CenturyLink QC

05E9FC68BD57454...

DocuSigned By: L_T Christensen

Signature

L.T. Christensen

Name Printed/Typed

Director – Wholesale Contracts

Title

10/2/2014

Date



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

October 13, 2014

Mr. Darrell Nitschke
Executive Secretary
North Dakota Public Service Commission
600 East Boulevard Avenue, 12th Floor
Bismarck, ND 58505-0480

Re: Wireline Interconnection Agreement between Qwest Corporation dba
CenturyLink QC and Peerless Network of North Dakota, LLC for the State of
North Dakota

Dear Mr. Nitschke:

Enclosed for filing for approval by the North Dakota Public Service Commission pursuant to 47 U.S.C. § 252 and N.D. Cent. Code § 49-21-01.7 is the Interconnection Agreement between Qwest Corporation dba CenturyLink QC and Peerless Network of North Dakota, LLC for the State of North Dakota.

Contact information for Peerless Network of North Dakota, LLC is as follows:

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Chicago, IL 60606
(312) 506-0920
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Patrick Phipps
Peerless Network of North Dakota, LLC
222 S. Riverside Plaza, Suite 2730
Chicago, IL 60606
(312) 506-0933
regulatory@peerlessnetwork.com

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

Very truly yours,

A handwritten signature in black ink, appearing to read "Jason D. Topp".

Jason D. Topp

JDT/bardm

Enclosure

cc: John Barnicle (via e-mail)
Patrick Phipps (via e-mail)

200 South 5th Street, Room 2200
Minneapolis, MN 55402
www.centurylink.com

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AND RESALE OF TELECOMMUNICATIONS SERVICES**

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