

**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 Idaho**

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 Idaho which was approved by the Commission on March 7, 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:

D9416DC0642A4E3

Signature

Terry Causey

Name Printed/Typed

Head of Voice Architecture & Engineering

Title
February 9, 2024

Date

Qwest Corporation dba CenturyLink QC



Kimberly J. Povirk (Feb 13, 2024 13:10 CST)

Signature

Kimberly J. Povirk

Name Printed/Typed

Sr. Dir. Bus. Ops Wholesale Sales

Title
Feb 13, 2024

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
BOISIDMA	Boise Main	QWEST CORPORATION	ID
BOISIDNW	Boise Northwest	QWEST CORPORATION	ID
BOISIDSW	Boise Southwest	QWEST CORPORATION	ID
BOISIDWE	Boise West	QWEST CORPORATION	ID
BRLYIDMA	Burley	QWEST CORPORATION	ID
BUHLIDMA	Buhl	QWEST CORPORATION	ID
CLWLIDMA	Caldwell	QWEST CORPORATION	ID
CRGMID01	Craigmont	QWEST CORPORATION	ID
CSFRIDMA	Castleford	QWEST CORPORATION	ID
CTWDID01	Cottonwood	QWEST CORPORATION	ID
DECLIDMA	Declo	QWEST CORPORATION	ID
EAGLIDNM	Eagle	QWEST CORPORATION	ID
GAVLID01	Grangeville	QWEST CORPORATION	ID
KAMHID01	Kamah	QWEST CORPORATION	ID
KMBRIDMA	Kimberly	QWEST CORPORATION	ID
KOSKID01	Kooskia	QWEST CORPORATION	ID
KUNRIDMA	Kuna	QWEST CORPORATION	ID
LAPWID01	Lapwai	QWEST CORPORATION	ID
LSTNIDSH	Lewiston Sherwood	QWEST CORPORATION	ID
MDTNIDMA	Middleton	QWEST CORPORATION	ID
MELRIDMA	Melba	QWEST CORPORATION	ID
MRDNIDMA	Meridian	QWEST CORPORATION	ID
MRTGIDMA	Murtaugh	QWEST CORPORATION	ID
NMPRIDMA	Nampa	QWEST CORPORATION	ID
NZPRID01	Nez Perce	QWEST CORPORATION	ID
RXBGIDMA	Rexburg	QWEST CORPORATION	ID
STARIDNM	Star	QWEST CORPORATION	ID
TWFLIDMA	Twin Falls	QWEST CORPORATION	ID

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.

CLLI	WCNAME	COMPANY	CLLI_ST
BOISIDWE	Boise West	QWEST CORPORATION	ID

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
BLSSIDMA	BLSSIDMA	Qwest	ID
BOISIDNW	BOISIDNW	Qwest	ID
BOISIDSW	BOISIDSW	Qwest	ID
BOISIDWE	BOISIDWE	Qwest	ID
BRLYIDMA	BRLYIDMA	Qwest	ID
CLWLIDMA	CLWLIDMA	Qwest	ID
EAGLIDNM	EAGLIDNM	Qwest	ID
EDHZIDMA	EDHZIDMA	Qwest	ID
FKLNIDMA	FKLNIDMA	Qwest	ID
GDNGIDMA	GDNGIDMA	Qwest	ID
GLFYIDMA	GLFYIDMA	Qwest	ID
HALYIDMA	HALYIDMA	Qwest	ID
HGMNIDMA	HGMNIDMA	Qwest	ID
IDFLIDMA	IDFLIDMA	Qwest	ID
KMBRIDMA	KMBRIDMA	Qwest	ID
KTCHIDMA	KTCHIDMA	Qwest	ID
KUNIDMA	KUNIDMA	Qwest	ID
LSTNIDSH	LSTNIDSH	Qwest	ID
MRDNIDMA	MRDNIDMA	Qwest	ID
MTHOIDMA	MTHOIDMA	Qwest	ID
NMPAIDMA	NMPAIDMA	Qwest	ID
NPMOIDMA	NPMOIDMA	Qwest	ID
PCTLIDMA	PCTLIDMA	Qwest	ID
PCTLIDNO	PCTLIDNO	Qwest	ID
RGBYIDMA	RGBYIDMA	Qwest	ID
RXBGIDMA	RXBGIDMA	Qwest	ID
SDSPIDMA	SDSPIDMA	Qwest	ID
STARIDNM	STARIDNM	Qwest	ID
TWFLIDMA	TWFLIDMA	Qwest	ID
WNDLIDMA	WNDLIDMA	Qwest	ID

Amendment				EAS / Local Traffic Reciprocal Compensation			Notes		
				Bill and Keep					
				Recurring	Recurring Per Mile	Non-Recurring	REC	REC per Mile	NRC
9.2 Unbundled Loops									
9.2.3	Digital Capable Loops								
9.2.3.1	Basic Rate ISDN / xDSL-I Capable					See 9.2.4			
	9.2.3.1.1	Zone 1		\$15.65			F, ##		
	9.2.3.1.2	Zone 2		\$23.76			F, ##		
	9.2.3.1.3	Zone 3		\$40.50			F, ##		
9.2.3.3	DS1 Capable Loop					See 9.2.5			
	9.2.3.3.1	Zone 1		\$86.48			F, ##		
	9.2.3.3.2	Zone 2		\$86.46			F, ##		
	9.2.3.3.3	Zone 3		\$99.96			F, ##		
9.2.3.4	DS3 Capable Loop					See 9.2.6			
	9.2.3.4.1	Zone 1		\$941.95			F, ##		
	9.2.3.4.2	Zone 2		\$955.04			F, ##		
	9.2.3.4.3	Zone 3		\$1,264.56			F, ##		
9.2.5	DS1 Loop Installation Charges			See 9.2.3.3					
9.2.5.1	Basic Installation								
	9.2.5.1.1	First				\$128.71			B, F
	9.2.5.1.2	Each Additional				\$99.73			B, F
9.2.5.2	Basic Installation with Performance Testing								
	9.2.5.2.1	First				\$279.37			B, F
	9.2.5.2.2	Each Additional				\$212.57			B, F
9.2.5.3	Coordinated Installation with Cooperative Testing / Project Coordinated Installation								
	9.2.5.3.1	First				\$316.94			B, F
	9.2.5.3.2	Each Additional				\$222.40			B, F
9.2.5.4	Coordinated Installation without Cooperative Testing / Project Coordinated Installation								
	9.2.5.4.1	First				\$135.78			B, F
	9.2.5.4.2	Each Additional				\$106.79			B, F
9.2.5.5	Basic Installation with Cooperative Testing								
	9.2.5.5.1	First				\$272.24			B, F
	9.2.5.5.2	Each Additional				\$195.68			B, F
9.2.6	DS3 Loop Installation Charges			See 9.2.3.4					
9.2.6.1	Basic Installation								
	9.2.6.1.1	First				\$128.71			B, F
	9.2.6.1.2	Each Additional				\$99.73			B, F
9.2.6.2	Basic Installation with Performance Testing								
	9.2.6.2.1	First				\$279.37			B, F
	9.2.6.2.2	Each Additional				\$212.57			B, F
9.2.6.3	Coordinated Installation with Cooperative Testing / Project Coordinated Installation								
	9.2.6.3.1	First				\$316.94			B, F
	9.2.6.3.2	Each Additional				\$222.40			B, F
9.2.6.4	Coordinated Installation without Cooperative Testing / Project Coordinated Installation								
	9.2.6.4.1	First				\$135.78			B, F
	9.2.6.4.2	Each Additional				\$106.79			B, F
9.2.6.5	Basic Installation with Cooperative Testing								
	9.2.6.5.1	First				\$272.24			B, F
	9.2.6.5.2	Each Additional				\$195.68			B, F
9.2.7	Intentionally Left Blank								
9.2.8	Private Line / Special Access to Unbundled Loop Conversion (as is)					\$34.50			B, F
9.3 Subloop									
9.3.3	Intra-Building Cable Loop, per Pair			\$0.70			F, 1		
	9.3.3.1	No Dispatch, First				\$51.97			F, 1
	9.3.3.2	No Dispatch, Each Additional				\$21.32			F, 1
	9.3.3.3	Dispatch, First				\$98.14			F, 1
	9.3.3.4	Dispatch, Each Additional				\$31.62			F, 1
9.3.5	MTE Terminal Subloop Access								
	9.3.5.1	Subloop MTE - POI Site Inventory, per Request				\$110.46			F, 1
	9.3.5.2	MTE - POI Rearrangement of Facilities				ICB			F, 3
	9.3.5.3	MTE - POI Construction of New SPOI		ICB			F, 3		
9.5 Network Interface Device (NID)				\$0.51		\$52.76	A, F, 10		B, F
9.6 Unbundled Dedicated Interoffice Transport (UDIT)									
9.6.7	UDIT DS0 Channel Performance								
	9.6.7.1	DS0 UDIT Low Side Channelization		\$13.10			B, F		
9.6.11	UDIT Rearrangement								
	9.6.11.1	DS0, Single Office				\$164.40			B, F
	9.6.11.2	DS0, Dual Office				\$206.79			B, F
	9.6.11.3	High Capacity, Single Office				\$221.94			B, F
	9.6.11.4	High Capacity, Dual Office				\$249.30			B, F
9.6.12	Private Line / Special Access to UDIT Conversion (as is)					\$131.19			F, 12
9.7 Unbundled Dark Fiber (UDF)									

12	Rates not addressed in Cost Docket (estimated TELRIC)		
15	Rate was previously ordered for this element in a different section of Exhibit A.		