

March 30, 2022

Mr. Steven Kahl  
Executive Secretary  
North Dakota Public Service Commission  
600 East Boulevard Avenue, 12<sup>th</sup> Floor  
Bismarck, ND 58505-0480

Re: Batch Hot Cut Removal Amendment to the Interconnection Agreement  
between Qwest Corporation dba CenturyLink QC and ACN Communication  
Services, LLC for the State of North Dakota

Dear Mr. Kahl:

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 Batch Hot Cut Removal Amendment to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC and ACN Communication Services, LLC for the State of North Dakota.

Contact information for ACN Communication Services, LLC is as follows:

Jeremy Smuckler  
ACN Communication Services, Inc.  
1000 Progress Place  
Concord, NC 28025  
(704) 260-3477  
legalnotices@acninc.com

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

Very truly yours,



Jason D. Topp

JDT/bardm

Enclosure

cc: Jeremy Smuckler (via email)

**Batch Hot Cut Removal Amendment  
to the Interconnection Agreement between  
Qwest Corporation dba CenturyLink QC  
and  
ACN Communication Services, LLC  
for the State of North 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 ("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 North Dakota which was approved by the Commission on June 9, 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**

*dave stevanovski*  
dave stevanovski (Mar 23, 2022 15:41 EDT)

\_\_\_\_\_  
Signature

Dave Stevanovski  
Name Printed/Typed

President  
Title

Mar 23, 2022

\_\_\_\_\_  
Date

#### **Qwest Corporation dba CenturyLink QC**

*Kimberly J. Povirk*  
Kimberly J. Povirk (Mar 23, 2022 16:00 CDT)

\_\_\_\_\_  
Signature

Kimberly J. Povirk  
Name Printed/Typed

Sr. Dir. Bus. Ops Wholesale Sales  
Title

Mar 23, 2022

\_\_\_\_\_  
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.