



**ADOPTION OF THE  
INTERCONNECTION AGREEMENT  
BY**

**ONVOY, INC.**

**ADOPTING THE  
INTERCONNECTION AGREEMENT**

**BETWEEN**

**QWEST CORPORATION DBA CENTURYLINK QC**

**AND**

**ZAYO GROUP, LLC**

**FOR THE STATE OF UTAH**

## **Adoption of the Interconnection Agreement**

This Adoption of the Interconnection Agreement ("Agreement") is entered into by and between Qwest Corporation dba CenturyLink QC ("CenturyLink"), a Colorado corporation, and Onvoy, Inc. ("CLEC"), a Minnesota corporation, each of which may be referred to herein as "Party", or collectively as the "Parties", to establish the terms, conditions and rates for local interconnection and the exchange of Local traffic for the State of Utah.

**NOW THEREFORE**, the Parties agree as follows:

### **1. ADOPTED AGREEMENT**

- 1.1 This Agreement between the Parties shall consist of the Interconnection Agreement entered into by and between Qwest Corporation dba CenturyLink QC and Zayo Group, LLC (formerly known as "360networks (USA) inc.", pre Merger), approved by the Commission in 2006, for the State of Utah.
- 1.2 This Agreement is made a part of and incorporates the terms and conditions of the Adopted Agreement, including all amendments to that Adopted Agreement (the "Terms").
- 1.3 Except as set forth herein, the Adopted Agreement remains unchanged and in full force and effect. In the event of a conflict between the Terms of the Adopted Agreement and this Agreement, this Agreement will control.
- 1.4 The Parties understand and agree that, because CLEC is adopting an agreement between CenturyLink and a current Affiliate of CLEC, the specific traffic percentages and other carrier-specific provisions of the Adopted Agreement also apply to CLEC. However, either Party may request different traffic percentages and other carrier-specific provisions should studies indicate that there are differences between the affiliates.

### **2. PARTY**

For the purposes of this Agreement, CLEC is hereby substituted in the Adopted Agreement with Zayo Group, LLC.

### **3. PROVISIONS**

- 3.1 The Terms of the Zayo Group, LLC Agreement are being adopted in its entirety by CLEC pursuant to CLEC's statutory rights under Section 252(i). The filing and performance by CenturyLink of the Terms does not in any way constitute a waiver by CenturyLink of any position as to the Terms or a portion thereof, nor does it constitute a waiver by CenturyLink of any or all rights and remedies it may have to seek review of the Terms, or to seek review in any way of any provisions included in these Terms as a result of CLEC's 252(i) election.
- 3.2 Should CLEC attempt to apply the adopted Terms in a manner that conflicts with the provisions set forth herein, CenturyLink reserves its rights to seek appropriate legal and/or equitable relief.

### **4. EFFECTIVE DATE AND TERM**

- 4.1 This Agreement, if an initial 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 by both Parties. However, the initiation of a new account, any new provision of service or obligation or any revision to currently existing services or obligations may take up to 60 days to accommodate any required initial processes.
- 4.2 In the event that the Parties currently have an existing Interconnection Agreement, this Agreement shall replace the existing Interconnection Agreement in its entirety beginning

on the Effective Date. However, nothing relieves the Parties from fulfilling all obligations incurred under that prior Interconnection Agreement.

4.3 The expiration date of this Agreement shall be the expiration date of the Adopted Agreement, which is listed above, however, notwithstanding the forgoing, the Expiration Date of the Adopted Agreement and this Agreement are extended until March 31, 2014 pursuant to the Qwest / CenturyLink merger settlement agreement.

**5. NOTICES**

Except as otherwise provided, all notices and communication hereunder will be deemed to have been duly given when made in writing and delivered in person or deposited in the U.S. mail, certified, postage paid, return receipt requested, and addressed as follows:

**To CenturyLink:**

CenturyLink  
Director Wholesale Contracts  
930 15th Street, 6th Floor  
Denver, CO 80202  
Phone: 303-672-2879  
Email: [intagree@centurylink.com](mailto:intagree@centurylink.com)

**With Copy to:**

CenturyLink Legal Department  
Wholesale Interconnection  
1801 California Street, 9th Floor  
Denver, CO 80202  
Phone: 303-383-6553  
Email: [Legal.Interconnection@centurylink.com](mailto:Legal.Interconnection@centurylink.com)

**To CLEC:**

Mary T. Buley  
Senior Regulatory & Interconnection Manager  
Onvoy, Inc.  
10300 6<sup>th</sup> Ave North  
Plymouth, MN 55441  
Phone: 763-230-4183  
Email: [mary.buley@onvoy.com](mailto:mary.buley@onvoy.com)

**6. REGULATORY REQUIREMENTS**

6.1 CLEC represents and warrants that it is authorized to provide telecommunications services in the State of Utah.

6.2 The Parties will cooperate to file this Agreement with the Commission for approval and complete all attendant requirements of the Commission for such approval.

**IN WITNESS WHEREOF**, CLEC and CenturyLink have caused this Agreement to be executed by their respective duly authorized representatives.

**Onvoy, Inc.**

**Qwest Corporation dba CenturyLink QC**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Scott Sawyer  
\_\_\_\_\_  
Printed Name

L. T. Christensen  
\_\_\_\_\_  
Printed Name

General Counsel  
\_\_\_\_\_  
Title

Director – Wholesale Contracts  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date