

Qwest Corporation

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Mark S. Reynolds
Assistant Vice President
Public Policy & Regulatory Affairs

March 22, 2010

Mr. David Danner, Executive Director and Secretary
Washington Utilities and Transportation Commission
P.O. Box 47250
Olympia, Washington 98504-7250

Attn: Betty Erdahl

RE: WAC 480-120-375 Affiliated Interest Agreement

Dear Mr. Danner:

In accordance with WAC 480-120-375, Qwest Corporation is filing notification of the enclosed affiliated interest agreement between Qwest Corporation (QC) and Qwest Communications Company, LLC (QCC). This is Amendment 3 to the Wholesale Data Services Agreement (WDSA). Also enclosed is a verified statement. Prior amendments were filed under docket UT-090544.

Please call Joyce McDonald on 206-345-1514 if you have any questions or require any additional information.

Very truly yours,



for Mark Reynolds

Enclosures

STATE OF WASHINGTON
UTILITY AND TRANSPORTATION
COMMISSION
2010 MAR 23 AM 8:52
REGISTRATION

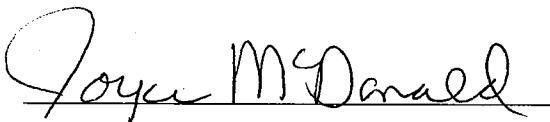
VERIFIED STATEMENT OF AFFILIATED INTEREST TRANSACTION

Qwest Corporation

WAC 480-120-375 states:

Every public service company must file a verified copy, or a verified summary, if unwritten, of contracts or arrangements with affiliated interests before the effective date of the contract or arrangement. Verified copies of modifications or amendments to the contract or arrangements must be filed before the effective date of the modification or amendment. If the contract or arrangement is unwritten, then a public service company must file a verified summary of any amendment or modification. The Commission may institute an investigation and disapprove the contract or arrangement if the commission finds the public service company has failed to prove that it is reasonable and consistent with the public interest.

Joyce L. McDonald, Lead Finance/Business Analyst of Qwest Corporation certifies that the attached Amendment 3 to the Wholesale Data Services Agreement describes the affiliate arrangement between Qwest Corporation and Qwest Communications Company, LLC.

A handwritten signature in cursive script that reads "Joyce McDonald". The signature is written in black ink and is positioned above a horizontal line.

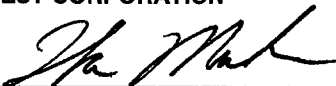

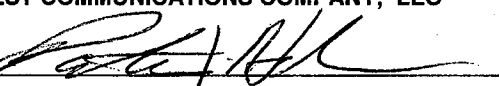
Joyce L. McDonald

Dated at Seattle this 22nd day of March, 2010.

**AMENDMENT NO. 3 TO
QWEST CORPORATION WHOLESALE DATA SERVICES AGREEMENT**

Contract (QI) Number: 466153

THIS AMENDMENT NO. 3 (this "Amendment") by and between **Qwest Corporation** ("Qwest" or "QC") and Qwest Communications Company LLC ("Customer"), hereby amends the QC Wholesale Data Services Agreement, as may have been previously amended (the "Agreement"). Except as set forth in this Amendment, capitalized terms will have the definitions assigned to them in the Agreement.

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|---|---|
| <p>QWEST: QWEST CORPORATION</p> <p>By: <u></u> Warren Mickens Vice President, Customer Service Operations Date: <u>03/09/10</u></p> <p>Offer Management Director. <u></u> Date: <u>3-9-10</u></p> <p>By: <u></u> Steven Swain Vice President, Finance Date: <u>3-10-10</u></p> | <p>CUSTOMER: QWEST COMMUNICATIONS COMPANY, LLC</p> <p>By: <u></u> Patrick Halbach VP Assistant Controller Finance Date: _____</p> |
|---|---|

Qwest and Customer wish to amend the Agreement by:

New Services. The service descriptions set forth in Exhibit(s) SST and SHNS attached to this Amendment (the "New Services") shall be added to the Amendment and shall replace and supersede in their entirety certain service descriptions and rates as previously attached to the Agreement (or any amendment, addenda or rate change notification to the Agreement), including without limitation, Exhibits SST and SHNS (the "Old Services"). The list of Service Exhibits in the "Applicable Services" portion of the Agreement shall be deemed revised by the deletion of the Old Services and the addition of the New Services. Qwest agrees to provide the New Services in accordance with the terms of the Agreement and this Amendment. The terms, rates and discounts, if any, for the New Services shall be effective as of the first business day of Customer's next full monthly billing cycle following the Amendment Effective Date, provided, however that the rates for any Old Services in place as of the Amendment Effective Date shall continue to apply until the expiration of the applicable service term for such Old Services and until changed pursuant to Customer order.

Section 4.2 of the Qwest Interstate Asynchronous Transfer Mode ("ATM") Service, Frame Relay ("FR"), GeoMax, HDTV-Net, Metro Optical Ethernet ("QMOE"), Self-Healing Network Service ("SHNS"), and Synchronous Service Transport ("SST") Service Exhibit(s) is deleted in its entirety and replaced with the following:

- 4.2** Customer may also obtain pricing for Service via a Pricing Exhibit as described in section 5.1(d) of the Agreement. In order to receive nonstandard rates, Customer must include the Contract (QI) Number in the Order Form for the Service.

**AMENDMENT NO. 3 TO
QWEST CORPORATION WHOLESALE DATA SERVICES AGREEMENT**

Section 5.1(d) is deleted in its entirety and replaced with the following:

- (d) Customer may also obtain pricing for Service via an amendment to the Agreement or a pricing exhibit or any other such Qwest-designated quoting tool or form collectively referred to herein as ("Pricing Exhibit"). Each Pricing Exhibit will contain a Qwest-generated Contract (QI) Number. Any Order Form submitted without a Contract (QI) Number on the Order Form will be subject to the prices stated in the RSS. By submitting an Order Form containing a Contract (QI) Number, Customer agrees to all terms and conditions contained in the applicable Pricing Exhibit, in addition to those in the Agreement, which become binding when Qwest accepts such Order Form. If there is a conflict between the terms of a Pricing Exhibit and the Agreement, the Pricing Exhibit will control. Customer may not submit an Order Form with pricing from a Pricing Exhibit after the expiration date stated on the Pricing Exhibit (the "Quote Expiration Date"). If no specific Quote Expiration Date is stated on the Pricing Exhibit, then the pricing stated in such Pricing Exhibit expires 45 calendar days after the Quote Date on such Pricing Exhibit. In addition to any MRCs and NRCs supplied by a Pricing Exhibit, Customer is also responsible for any and all ancillary charges as described in section 5.1(c) of the Agreement.

Section 6 is hereby amended by inserting after section 6.3 the following new section 6.4:

6.4 Customer must not remit payment for the Services with funds obtained through the American Recovery and Reinvestment Act (or ARRA) or other similar stimulus grants or loans that would obligate Qwest to provide certain information or perform certain functions unless those functions and obligations are specifically agreed to by the parties in this Agreement or in an amendment to this Agreement.

Section 10.1 of the Agreement is deleted in its entirety and replaced with the following:

10.1 When marketing the Services for resale, Customer, including its employees, representatives and agents, must not (a) use the Qwest name, brand or identity in any way, or (b) otherwise indicate, directly or indirectly, that Customer's End Users will have any relationship with Qwest. Customer must not use a name, trademark, service mark, copyright or other intellectual property owned by Qwest or its Affiliates, except that Customer may communicate that Qwest is one of the underlying carriers from which Customer purchases services if Customer has obtained the prior written consent of the Qwest Law Department.

Miscellaneous. This Amendment will be effective as of the date it is executed by Qwest after the Customer's signature (the "Amendment Effective Date") and be deemed incorporated by reference into the Agreement. All other terms and conditions in the Agreement will remain in full force and effect and be binding on the parties. This Amendment and the Agreement set forth the entire understanding between the parties as to the subject matter of this Amendment, and in the event there are any inconsistencies between the two documents, the terms of this Amendment will control.

**QWEST CORPORATION WHOLESALE DATA SERVICES AGREEMENT
QWEST INTERSTATE SYNCHRONOUS SERVICE TRANSPORT SERVICE EXHIBIT**

1. **General; Definitions.** Qwest will provide and Customer will purchase Qwest interstate Synchronous Service Transport service ("SST" or "Service") under the Agreement, this service exhibit ("Service Exhibit"), and Section 7.14 of the RSS (additional sections of the RSS may include information relevant to the Service), and at the locations specified on an accepted Order Form. Qwest may change the section number or other reference to the RSS section at any time. Despite any such change, the RSS section for Service remains part of this Service Exhibit. Service is subject to Tech Pub 77346 and the SLA.

2. **Service.**

2.1 **Description.**

(a) SST is a point-to-point, broadband, private line that provides dedicated bandwidth on single-mode, fiber-optic cable employing carrier-class equipment. SST uses SONET technology for transmission at system bandwidths of 155.52 Mbps (OC-3), 622.08 Mbps (OC-12), 1.244 Gbps (OC-24), 2.488 Gbps (OC-48), and 9.953 Gbps (OC-192). Customer can purchase DS-1, DS-3, STS-1, OC-3, OC-12, or OC-48 channel interfaces over their SST system. These channel interfaces are only available on a month-to-month basis. SST is also available over Qwest GeoMax[®] (under separate exhibit) service to provide DS1 and DS3 connectivity. GeoMax is purchased under a separate exhibit.

(b) Customer may order Central Office Multiplexing at DS3, STS1, or OC3 speeds. "Central Office Multiplexing" is an arrangement that converts a 44.736 Mbps Service channel to twenty-eight 1.544 Mbps channels, a 155.52 Mbps channel to three 44.736 Mbps channels or any combination of 1.544 Mbps channels or 44.736 Mbps channels not exceeding the capacity as described in the RSS.

(c) Customer has the option of purchasing Qwest's Ethernet over SONET ("EoS") port for SST. The Order Form will indicate if EoS is being purchased by Customer. EoS is a protocol for the point-to-point, bi-directional, full duplex transmission of data over customer-purchased SONET-based facilities. EoS port allows for Ethernet to Ethernet interfaces and Ethernet to 155.52 Mbps, 622.08 Mbps, or 2.488 Gbps SONET interfaces. EoS port is available at port speeds of 10 Mbps, 100 Mbps, or 1 Gig (1000 Mbps). EoS bandwidth is also available at 10 Mbps, 50 Mbps, 100 Mbps, 150 Mbps, 300 Mbps, 450 Mbps, 600 Mbps, and 1000 Mbps. It may connect to other Qwest-provided Ethernet services (i.e., GeoMax Ethernet port or QMOE[®] service) if such connections are made at a Qwest wire center and if equipment for each type of service co-exists. EoS bandwidths are only available on a month-to-month basis.

(d) Customer may also purchase Qwest's SHARP or Optical SHARP as an optional feature on SST. SHARP is subject to Tech Pub 77340. SHARP offers backup transmission facilities for Customer's SST. SHARP provides a secondary (or protect) path on fiber-optic facilities between the serving wire center and the Qwest point of termination located at the Customer designated premises. Qwest provides a physically separate protect path via a Qwest-designated alternate serving wire center, where available. The protect path will use the same cable entrance into the building as the primary path unless the building owner provides two physically separated cable entrances into the building. Should the working path or Qwest's electronics fail or the Service performance becomes impaired, the digital facility will automatically switch to the secondary path in order to maintain a near-continuous flow of information between Customer locations. A protect path is only guaranteed when a Qwest-provided SST remote node is in service at the customer premises.

2.2 **Changes.** Qwest will provide the following types of changes to Service under the terms and conditions of the RSS provided Service is available at the speed(s) and location(s) requested and as long as the Funding requirements are met:

(a) **Additions to Service.** Service elements can be added to an existing SST system at the then-current RSS rates, and will be coterminous with the existing SST system bandwidth capacity (i.e., will expire on the same date as the SST system bandwidth capacity Service Term regardless of when they are ordered), unless: (i) Customer orders the service element for a shorter Service Term than the SST system bandwidth capacity Service Term, which will result in the new SST service elements Service Term expiring prior to the SST system bandwidth capacity Service Term; or (ii) Customer orders a service element that does not Fund, which will require a new Service Term and Minimum Service Period for the Service if Customer elects to order the new service element. In the event of Section 2.2(a)(ii), Termination Charges may apply on the original Service if Customer does not qualify for the Waiver Policy as outlined in the Agreement. Additions will be requested on an Order Form.

(b) **Moves.** Customer may move either the entire Service or a portion of the Service within Qwest's 14-state local service area. A move involves a change in the physical location of the point of termination at the Customer's premises or the physical location of the Customer's premises. In the event of a move of a Customer premises, a new Service Term and Minimum Service Period for the moved Service will apply. Termination Charges may apply on the original Service if Customer does not qualify for the Waiver Policy as outlined in the Agreement. Customer agrees to pay all then-current MRCs, NRCs, and any Construction charges related to the moved Service. Moves will be requested on an Order Form. Customer requests for a physical move of Service to a location within the same building as the existing Service will be charged a fee equal to one half the applicable NRC charge. Customer requests for a physical move of Service to a location within the same building as the existing Service will be charged a fee equal to one half the applicable NRC charge and will be subject to the existing Minimum Service Period.

(c) **Upgrades.** Customer may upgrade either its entire Service or a portion of the Service to a higher system bandwidth capacity. In such event, a new Service Term and Minimum Service Period for the upgraded Service will apply. Termination Charges may apply on the original Service if Customer does not qualify for the Waiver Policy as outlined in the Agreement. NRCs will not apply to the upgraded lower speed Services placed onto the new higher speed SST if requested at the same time as the SST upgrade. Otherwise, all then current MRCs, NRCs, and any Construction charges related to the new Service will apply. Upgrades will be requested on an Order Form.

3. **Service Term; Termination.**

**QWEST CORPORATION WHOLESALE DATA SERVICES AGREEMENT
QWEST INTERSTATE SYNCHRONOUS SERVICE TRANSPORT SERVICE EXHIBIT**

3.1 Service Term. This Service Exhibit will begin on the Agreement Effective Date (or the Amendment Effective Date if Customer adds this Service Exhibit after the Agreement Effective Date) and will continue until the expiration or termination of the last Service to expire (or terminate) under the terms of this Service Exhibit. Each Service ordered, including options, additions, and renewals, will have its own Minimum Service Period (per the Agreement) and Service Term (as indicated on an Order Form). If Customer does not issue an Order Form to renew Service to a new Service Term by the expiration of an existing Service Term, Service will continue under the terms of the Agreement and this Service Exhibit and revert to the then-current month-to-month Rates specified in the RSS.

3.2 Termination. Service under this section includes the optional features, if purchased.

(a) Either party may terminate this Service or Service Exhibit in accordance with the Agreement and RSS. Customer will remain liable for charges accrued but unpaid as of the termination date. If Service is terminated before conclusion of the Service Term either by Qwest for Cause or by Customer for Convenience, then Customer will also be liable for a Termination Charge as follows:

(i) Except for SST ports, if the termination occurs during the Minimum Service Period, Customer will pay all accrued and unpaid charges for Service provided through the effective date of that termination plus a Termination Charge of 100% of the MRCs for the terminated Service multiplied by the number of months remaining in the Minimum Service Period, plus 70% of the MRCs for the terminated Service multiplied by the number of months after the Minimum Service Period remaining in the initial Service Term.

(ii) Except for SST ports, if the termination occurs after the Minimum Service Period, Customer will pay for all accrued and unpaid charges for Services provided through the effective date of such termination plus a Termination Charge of 70% of the MRCs for the terminated Service multiplied by the number of months remaining in the initial Service Term.

(iii) SST ports that are initially ordered month-to-month will have a one-month Minimum Service Period. If Customer terminates SST ports less than one month after the Service Acceptance Date, Customer will be charged for and agrees to pay for the full month of Service.

(b) Service is no longer subject to a Termination Charge once it goes month-to-month after the completion of the Service Term.

4. Charges.

4.1 Standard Rates for Service are set forth in the RSS and the Parties agree that the RSS Web pages containing the SST pricing are a part of this Service Exhibit. The actual Rates charged for Service will be those in effect in the RSS on the installation date of Service as evidenced by Qwest records. If Service is renewed for a new Service Term on an Order Form, the Rates will be those in effect at the time the Service is renewed, as evidenced by Qwest's records. Service is subject to and Customer will pay to Qwest all applicable Qwest RSS interstate charges.

4.2 Customer may also obtain pricing for Service via a Pricing Exhibit as described in section 5.1(d) of the Agreement. In order to receive nonstandard rates, Customer must include the Contract (QI) Number in the Order Form for the Service.

**QWEST CORPORATION WHOLESALE DATA SERVICES AGREEMENT
QWEST INTERSTATE SELF-HEALING NETWORK SERVICE EXHIBIT**

1. **General; Definitions.** Qwest will provide and Customer will purchase Qwest interstate Self-Healing Network Service ("SHNS" or "Service") under the Agreement, this service exhibit ("Service Exhibit"), and Section 15 of the RSS (additional sections of the RSS may include information relevant to the Service), and at the locations specified on an accepted Order Form. Qwest may change the section number or other reference to the RSS section at any time. Despite any such change, the RSS section for Service remains part of this Service Exhibit. Service is subject to Tech Pub 77332 and the SLA.

2. **Service.**

2.1 **Description.**

(a) SHNS offers a dedicated, customer-specific service arrangement that provides high capacity digital services between multiple customer-designated locations ("Access Nodes") within a local access transport area and a minimum of one Qwest wire center. A minimum of three nodes is required, where at least one of the nodes must be located in a Qwest wire center. Each circuit is then configured to travel around a ring and drop at any two nodes on the ring. The ring can support multiple bandwidths and will allow a variety of interfaces within the same ring.

(b) SHNS, using SONET technology and is available at system capacity bandwidths of: 155.52 Mbps (OC-3), 622.08 Mbps (OC-12), 2.488 Gbps (OC-48), and 9.953 Gbps (OC-192). The Add-Drop Multiplexers ("ADM") configuration is to be used in unidirectional path-protection switching architecture. SHNS is available throughout Qwest serving areas and contemplates the use of existing facilities. There may be occasions where the Service is not available due to facilities limitations, or where it may be necessary to construct such facilities, and special Construction charges may apply.

(c) SHNS provides a failure-resistant telecommunications network consisting of two concentric fiber optic rings: (i) a clockwise ring, the working path; and (ii) a counterclockwise ring, the protection path. A combination of this fiber ring technology and a series of Intelligent Network Elements ("INEs") allow SHNS to automatically detect network failures and reconfigure around them. The INEs consist of ADMs and appropriate software to provide access from the Access Node on and off the SHNS ring. At the network interface, the customer can order desired ports. The node copies all entering data frames and sends one copy on the working path and another on the protection path in the opposite direction. At the receiving or destination node, frames on both paths are monitored and compared, and the frame with no, or the fewest number, of flawed bits is selected. In this way, if one of the rings goes down, the SHNS attempts to "heal" itself. Similarly, because the data travels in both directions around the ring, if a break occurs in both cables at one part of the ring, the data should still reach its destination.

(d) Customer has the option of purchasing Qwest's Ethernet over SONET ("EoS") ports for SHNS. EoS is subject to Tech Pub 77332. The Order Form will indicate if EoS port is being purchased by Customer. EoS is a protocol for the point-to-point, bi-directional, full duplex transmission of data over customer-purchased SONET-based facilities. EoS port allows for Ethernet to Ethernet interfaces and Ethernet to 155.52 Mbps, 622.08 Mbps, or 2.488 Gbps SONET interfaces. EoS port is available at port speeds of 10 Mbps, 100 Mbps, or 1 Gig (1000 Mbps). EoS bandwidths are available at 10 Mbps, 50 Mbps, 100 Mbps, 150 Mbps, 300 Mbps, 450 Mbps, 600 Mbps, and 1000 Mbps. It may connect to other Qwest-provided Ethernet services (i.e., GeoMax Ethernet port or QMOE@ service) where such connections are made at a Qwest wire center where equipment for each type of service co-exists. EoS bandwidths are only available on a month-to-month basis.

(e) Customer must sign the FLEX-R third party leasing agreement when purchasing the Software Reconfiguration Capability ("SRC") option. The signed agreement must be received by Qwest prior to installation of the SRC option.

2.2 **Changes.** Qwest will provide the following types of changes to Service under the terms and conditions of the RSS provided Service is available at the speed(s) and location(s) requested and as long as the Funding requirements are met:

(a) Additions to Service. Service elements can be added to an existing SHNS system at the then-current RSS rates, and will be coterminous with the existing SHNS system bandwidth capacity (i.e., will expire on the same date as the SHNS system bandwidth capacity Service Term regardless of when they are ordered), unless: (i) Customer orders the service element for a shorter Service Term than the SHNS system bandwidth capacity Service Term, which will result in the new SHNS service elements Service Term expiring prior to the SHNS system bandwidth capacity Service Term; or (ii) Customer orders a service element that does not Fund, which will require a new Service Term and Minimum Service Period for the Service if Customer elects to order the new service element. In the event of Section 2.2(a)(ii), Termination Charges may apply on the original Service if Customer does not qualify for the Waiver Policy as outlined in the Agreement. Additions will be requested on an Order Form.

(b) Moves. Customer may move either the entire Service or a portion of the Service within Qwest's 14-state local service area. A move involves a change in the physical location of the point of termination at the Customer's premises or the physical location of the Customer's premises. In the event of a move of a Customer premises, a new Service Term and Minimum Service Period for the moved Service will apply. Termination Charges may apply on the original Service if Customer does not qualify for the Waiver Policy as outlined in the Agreement. Customer agrees to pay all then-current MRCs, NRCs, and any Construction charges related to the moved Service. Moves will be requested on an Order Form. Customer requests for a physical move of Service to a location within the same building as the existing Service will be charged a fee equal to one half the applicable NRC charge. Customer requests for a physical move of Service to a location within the same building as the existing Service will be charged a fee equal to one half the applicable NRC charge and will be subject to the existing Minimum Service Period.

(c) Upgrades. Customer may upgrade either its entire Service or a portion of the Service to a higher system bandwidth capacity. In such event, a new Service Term and Minimum Service Period for the upgraded Service will apply. Termination Charges may apply on the original

**QWEST CORPORATION WHOLESALE DATA SERVICES AGREEMENT
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Service if Customer does not qualify for the Waiver Policy as outlined in the Agreement. NRCs will not apply to the upgraded lower speed Services placed onto the new higher speed SHNS if requested at the same time as the SHNS upgrade. Otherwise, all then current MRCs, NRCs, and any Construction charges related to the new Service will apply. Upgrades will be requested on an Order Form.

3. Service Term; Termination.

3.1 Service Term. This Service Exhibit will begin on the Agreement Effective Date (or the Amendment Effective Date if Customer adds this Service Exhibit after the Agreement Effective Date) and will continue until the expiration or termination of the last Service to expire (or terminate). Each Service ordered, including options, additions, and renewals, will have its own Minimum Service Period (per the Agreement) and Service Term (as indicated on an Order Form). If Customer does not issue an Order Form to renew Service to a new Service Term by the expiration of an existing Service Term, Service will continue under the terms of the Agreement and this Service Exhibit and revert to the then-current month-to-month Rates specified in the RSS.

3.2 Termination. Service under this section includes the optional features, if purchased.

(a) Either party may terminate this Service or Service Exhibit in accordance with the Agreement and RSS. Customer will remain liable for charges accrued but unpaid as of the termination date. If Service is terminated before conclusion of the Service Term either by Qwest for Cause or by Customer for Convenience, then Customer will also be liable for a Termination Charge as follows:

(i) Except for SHNS ports, if the termination occurs during the Minimum Service Period, Customer will pay all accrued and unpaid charges for Service provided through the effective date of that termination plus a Termination Charge of 100% of the MRCs for the terminated Service multiplied by the number of months remaining in the Minimum Service Period plus 70% of the MRCs for the terminated Service multiplied by the number of months after the Minimum Service Period remaining in the initial Service Term.

(ii) Except for SHNS ports, if the termination occurs after the Minimum Service Period, Customer will pay for all accrued and unpaid charges for Services provided through the effective date of such termination plus a Termination Charge of 70% of the MRCs for the terminated Service multiplied by the number of months remaining in the initial Service Term.

(iii) SHNS ports that are initially ordered month-to-month will have a one-month Minimum Service Period. If Customer terminates SHNS ports less than one month after the Service Acceptance Date, Customer will be charged for and agrees to pay for the full month of Service.

(b) Service is no longer subject to a Termination Charge once it goes month-to-month after the completion of the Service Term.

4. Charges.

4.1 Standard Rates for Service are set forth in the RSS and the Parties agree that the RSS Web pages containing the SHNS pricing are a part of this Service Exhibit. The actual Rates charged for Service will be those in effect in the RSS on the installation date of Service as evidenced by Qwest records. If Service is renewed for a new Service Term on an Order Form, the Rates will be those in effect at the time the Service is renewed, as evidenced by Qwest's records. Service is subject to and Customer will pay to Qwest all applicable Qwest RSS interstate charges.

4.2 Customer may also obtain pricing for Service via a Pricing Exhibit as described in section 5.1(d) of the Agreement. In order to receive nonstandard rates, Customer must include the Contract (QI) Number in the Order Form for the Service.