



Qwest Corporation
1600 7th Avenue, Room 1506
Seattle, Washington 98191
(206) 345-1568
Facsimile (206) 343-4040

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

July 13, 2011

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 No. 33 to Wholesale Services Agreement which was filed under Docket No. UT-041379. Also enclosed is a verified statement.

Please call Frances Bendever on 303-992-4341 if you have any questions or require any additional information.

Very truly yours,

for Mark Reynolds

Enclosures

RECEIVED
RECORDS MANAGEMENT
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STATE OF WASH.
UTIL. AND TRANSP.
COMMISSION

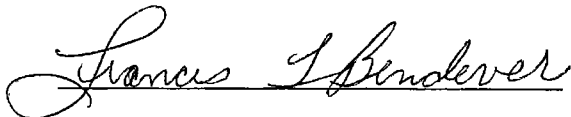
VERIFIED STATEMENT OF AFFILIATED INTEREST TRANSACTION

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.

Frances Bendever, Senior Finance/Business Analyst of Qwest Corporation certifies that the attached Amendment No. 33 to Wholesale Services Agreement describes the affiliate arrangement between Qwest Corporation and Qwest Communications Company, LLC.

A handwritten signature in cursive script that reads "Frances L. Bendever". The signature is written in black ink and is positioned above the printed name.

Frances L. Bendever

Dated at Denver this 13th day of July, 2011

**AMENDMENT NO. 33 TO
WHOLESALE SERVICES AGREEMENT**

THIS AMENDMENT NO. 33 (this "Amendment") is by and between **Qwest Communications Company, LLC** ("Qwest") and **Qwest Corporation** ("Customer") and amends the Wholesale Services Agreement between Customer and Qwest dated effective as of July 29, 2004, as may have been previously amended by amendment, addenda or rate change notification (the "Agreement"). This Amendment shall be effective as of the date when it has been signed by both Parties (the "Amendment Effective Date"). All capitalized terms used herein which are not defined herein shall have the definitions ascribed to them in the Agreement. The Parties hereby agree to amend the Agreement as follows:

1. New Services.¹ The service descriptions and related rate exhibits set forth in Exhibits N1 and N2 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 N1 and N2 (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.

2. Effective Date. This Amendment shall be effective as of the date it is executed by the last Party to execute (the "Amendment Effective date") and be deemed incorporated by reference into the Agreement; provided however, that if under applicable law, this Agreement or notice thereof must be filed with a governmental entity, including, but not limited to, a state public utility commission, this Agreement shall not become effective with respect to the jurisdiction having such requirements until such filing have occurred. In particular, this Agreement shall not be effective with respect to the State of Washington until it is filed with Washington Utilities and Transportation Commission. The terms, rates and discounts, if any, for the New Services shall be effective as of the Amendment Effective Date.

3. Miscellaneous. All other terms and conditions in the Agreement shall remain in full force and effect and be binding upon the Parties. This Amendment and the Agreement set forth the entire understanding between the Parties as to the subject matter herein, and in the event there are any inconsistencies between the two documents, the terms of this Amendment shall control. To the extent that the terms of any New Service exhibit are inconsistent with the terms of this Amendment or the Agreement, the terms of the New Service exhibit shall control.

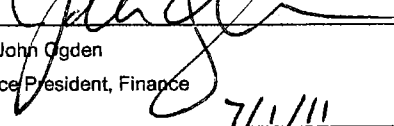
4. Counterparts and Facsimile Signatures. This Agreement may be executed by the Parties in separate counterparts, each of which, when so executed and delivered, will be an original, but all such counterparts will together constitute one and the same Agreement. Facsimile signatures will be deemed to be, and will constitute and be treated as, an original signed document or counterpart, as applicable. Qwest will provide the Agreement or any amendment thereto for execution.

IN WITNESS WHEREOF, an authorized representative of each Party has executed this Amendment as of the Amendment Effective Date.

QWEST:
QWEST COMMUNICATIONS COMPANY, LLC

By: _____
Warren Mickens
Vice President, Customer Service Operations
Date: _____

Customer:
Qwest Corporation

By:  _____
Name: John Ogden
Title: Vice President, Finance
Date: 7/1/11

¹ Since certain international rates are subject to change on five (5) days notice. Customer acknowledges, that until this Amendment is returned to Qwest, those international rates as set forth in a Service Exhibit may change and that, once this Amendment is executed, the international rates then in effect will be implemented by Qwest. Thereafter, changes to those international rates shall be made pursuant to the rate change process provided for in each Service Exhibit.

**AMENDMENT NO. 33 TO
WHOLESALE SERVICES AGREEMENT**

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4. Counterparts and Facsimile Signatures. This Agreement may be executed by the Parties in separate counterparts, each of which, when so executed and delivered, will be an original, but all such counterparts will together constitute one and the same Agreement. Facsimile signatures will be deemed to be, and will constitute and be treated as, an original signed document or counterpart, as applicable. Qwest will provide the Agreement or any amendment thereto for execution.

IN WITNESS WHEREOF, an authorized representative of each Party has executed this Amendment as of the Amendment Effective Date.

QWEST:

QWEST COMMUNICATIONS COMPANY, LLC

By: 

Warren Mickens

Vice President, Customer Service Operations

Date: June 21, 2011

Customer:

Qwest Corporation

By: _____

Name: John Ogden

Title: Vice President, Finance

Date: _____

¹ Since certain international rates are subject to change on five (5) days notice. Customer acknowledges, that until this Amendment is returned to Qwest, those international rates as set forth in a Service Exhibit may change and that, once this Amendment is executed, the international rates then in effect will be implemented by Qwest. Thereafter, changes to those international rates shall be made pursuant to the rate change process provided for in each Service Exhibit.

AMENDMENT NO. 33 TO
WHOLESALE SERVICES AGREEMENT

By: Emily E. Binder

Emily Binder

Director Wholesale Pricing Mktg & Training

Date: 6-22-11

SERVICE EXHIBIT N1
DOMESTIC NETWORK DIVERSITY® SERVICE EXHIBIT
WHOLESALE / ENHANCED SERVICES AGREEMENT

1. **GENERAL.** Qwest will provide network diversity ("Diversity") to Underlying Services (defined below) pursuant to the terms and conditions of the Agreement and this Exhibit N, and subject to capacity, availability and technical feasibility. Except as set forth in this Exhibit, capitalized terms will have the definitions assigned to them in the Agreement.

2. **DEFINITIONS.**

"Card Diversity" means the secondary or diverse circuit originates or terminates onto a separate card on the same device within the same Qwest POP as the primary circuit.

"Dedicated IP Access" means a special access local loop connection from the Customer premises to an IP POP.

"Device Diversity" means the secondary or diverse circuit originates or terminates in a separate aggregation device (such as a router or switch) within the same IP POP as the primary service.

"IP POP" is a Qwest POP where IP edge routers are located on the Qwest Domestic Network and Qwest iQ Networking® service is available.

"IP POP Diversity" means the diverse circuit originates or terminates in a physically separate IP POP from the primary circuit.

"Qwest Domestic Network" means the Qwest network located within the U.S. states excluding Alaska, that is comprised only of physical media, including switches, circuits, and ports operated by Qwest.

"Qwest POP" means a point of presence ("POP") on the Qwest Domestic Network.

"Qwest Provided Access" means leased access or on-net access as further described in Exhibit T.

"Single Circuit Diversity" means an individual circuit on the Qwest Domestic Network that either is routed to, or avoids, a specified geographic location along the circuit's path between the originating and terminating Qwest transport POP buildings.

"SLA" means the service level agreement in Section 7.

"Switch Diversity" means the secondary or diverse circuit originates or terminates in a separate Qwest switch from the primary circuit. Depending on available network facilities, the circuits may originate or terminate at the same or different Qwest POP.

"Transport Diversity" means two or more diverse circuits that are independently routed on the Qwest Domestic Network on separate network transport systems between the originating and terminating Qwest POP buildings. At Customer's request, Qwest will provision two diversely related Underlying Services from two different Qwest transport POP buildings in the originating or terminating cities. In some instances, the diverse circuit may share common network facilities, infrastructure, or buildings with the primary circuit.

"Underlying Service" means an approved Qwest service offering on the Qwest Domestic Network and currently includes Domestic Private Line Service, Ethernet Private Line Service, QWave Service, Dedicated Internet Access Service, IP Solutions Service, and related Local Access Service. Except to the extent specifically stated in this Exhibit, the Underlying Services are subject to the terms and conditions of the Service Exhibits applicable to the Underlying Services, and not to the terms and conditions of this Exhibit.

3. **SERVICE DESCRIPTION.**

3.1 Diversity is an enhanced routing option that (a) routes an Underlying Service according to either: (i) a Customer defined routing relationship between two or more diversely related circuits, or (ii) a predefined path that either avoids or routes to a specified geographic location on the circuit path (for example, Single Circuit Diversity) according to Customer's routing requirements; and (b) identifies and maintains the diversely routed circuits in the Qwest provisioning system. Diversity does not provide switching of Customer's digital transmissions between primary and diversely routed circuits in the event of a failure on any one circuit. Diversity only offers the protection switching, if any, inherent with the Underlying Service.

3.2 Diversity configurations vary based on the Underlying Service. Diversity options include Domestic Private Line Diversity, Ethernet Private Line Diversity, QWave Diversity, Dedicated Internet Access ("DIA") Diversity, Qwest iQ Networking Diversity, and Local Access Diversity, as further detailed below.

(a) "Domestic Private Line Diversity" is offered at DS-1, DS-3, OC-3, OC-12, and OC-48 transmission rates. Qwest does not offer DS-0 and Fractional DS-1 Domestic Private Line Diversity. Qwest's routing of the diverse Domestic Private Line circuit is based upon the route of the designated working path of the circuits. Domestic Private Line Diversity is offered in a Single Circuit Diversity configuration or Transport Diversity configuration, but they may not be combined.

**SERVICE EXHIBIT N1
DOMESTIC NETWORK DIVERSITY® SERVICE EXHIBIT
WHOLESALE / ENHANCED SERVICES AGREEMENT**

(b) "Ethernet Private Line Diversity" is offered at 50 Mbps, 100 Mbps, 150 Mbps, 600Mbps and 1000 Mbps transmission rates. Qwest's routing of the diverse Ethernet Private Line circuit is based on the route of the designated working path of the circuit. Ethernet Private Line Diversity is offered in a Single Circuit Diversity configuration or Transport Diversity configuration, but they may not be combined.

(c) "QWave Diversity" is offered as an unprotected point-to-point transmission path between an originating and terminating Qwest POP at 1 Gbps, 2.5 Gbps and 10 Gbps transmission rates. QWave Diversity is offered in a Single Circuit Diversity configuration or a Transport Diversity configuration, but they may not be combined.

(d) "DIA Diversity" is offered at DS-1, Fractional DS-3, DS-3, OC-3, OC-12 and OC-48 transmission rates. DIA Diversity is offered in a Single Circuit Diversity configuration or any of the following configurations, which may be combined:

(i) DIA IP POP Diversity. The diverse DIA Service originates or terminates in a physically separate Qwest POP from the primary DIA connection;

(ii) DIA Router Diversity. The diverse DIA Service originates or terminates in a separate DIA router within the same Qwest POP as the primary DIA Service; and

(iii) DIA Card Diversity. The diverse DIA Service originates or terminates onto a separate DIA card on the same DIA router within the same Qwest POP as the primary DIA Service.

(e) "Qwest iQ Networking Diversity" is offered at the transmission rates shown in the table below. The secondary or diverse circuit in Device Diversity and IP POP Diversity can only be used as a secondary circuit and cannot be used to load-balance Customer's traffic. The secondary or diverse circuit may share common network facilities, infrastructure, or buildings with the primary circuit. Qwest iQ Networking Diversity is offered in an IP POP Diversity configuration, Device Diversity configuration, or Card Diversity configuration, but they may not be combined.

Qwest iQ Networking Port Type	Available Qwest iQ Networking Connection Type
Enhanced Port	<ul style="list-style-type: none"> • Dedicated ATM Access in DS-1, IMA (2xDS-1 up to 8xDS-1)*, DS-3, OC-3, or OC-12 • Dedicated Frame Relay Access in DS-1 or DS-3
Private Port	<ul style="list-style-type: none"> • Dedicated IP Access in DS-1, 2xDS-1 up to 8xDS-1*, DS-3, or fractional DS-3 • Dedicated ATM Access in DS-1, IMA (2xDS-1 up to 8xDS-1)*, DS-3, or fractional DS-3 • Dedicated Frame Relay Access in DS-1, DS-3, or fractional DS-3

(f) "Local Access Diversity" is offered at DS-1, DS-3, OC-3, OC-12, and OC-48 transmission rates or ethernet local access bandwidths varying from 1 Mbps to 1,000 Mbps (1Gbps). Local Access Diversity is based upon Customer's reasonable routing requirements and may include Qwest ordering circuits utilizing alternate central offices or alternate serving wire centers. Local Access Diversity may only be ordered in combination with Qwest Provided Access that is compatible with Local Access Diversity at the transmission rates and ethernet bandwidths listed above and an Underlying Service. Qwest does not have direct control of the routing, installation, maintenance, or performance of any third party local access facilities ordered on behalf of Customer.

3.3 Diversity is provided subject to the following conditions:

(a) Diversity is available only with respect to Underlying Services.

(b) Qwest is responsible for the routing of the circuit on the Qwest Domestic Network only. Qwest has no responsibility for provisioning, routing or maintaining any circuit on any other carrier network that may or may not be part of diversity routing identified or intended by Customer.

(c) Qwest makes no representation of knowledge of other carrier or third party network assets, including the location of fiber strands, conduits, trenches, and other network facilities, in the provisioning of diverse circuits. Nor will Qwest conduct any activities related to the identification of such facilities as part of Diversity. Qwest does not offer carrier diversity (i.e. ordering diverse circuits from separate carriers and guaranteeing continued diversity) as part of Diversity.

(d) Diversity does not guarantee that Customer's diversely routed circuit(s) will not be rearranged (regroomed) in accordance with standard Qwest network maintenance activities. Any Qwest initiated rearrangement that will remove Customer's diversity relationship will be handled according to the SLA.

(e) Customer may experience increased latency on diversely routed circuit(s) as a result of increased actual routing mileage.

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DOMESTIC NETWORK DIVERSITY® SERVICE EXHIBIT
WHOLESALE / ENHANCED SERVICES AGREEMENT

4. **TERM.** Diversity will be provided by Qwest on a month-to-month basis. Diversity is terminable by either party upon 30 calendar days notice to the other party and will terminate immediately upon the termination of the Underlying Service.

5. **SERVICE RATES: BILLING.**

5.1 The monthly recurring charges ("MRCs") for Diversity are stated in the attached Exhibit N2 ("Rate Exhibit") and are in addition to all fees and charges for the Underlying Services. The MRCs for Diversity may also be stated on a quote form generated and saved by Customer in Qwest's Q.Pricer® quotation tool (or any other such Qwest-designated quoting tool) when Customer requests a quote for the Underlying Services together with Diversity. In the event of a discrepancy between the rates in the Rate Exhibit and Q.Pricer, the Rate Exhibit will prevail. Qwest will not provide any Diversity at special rates or pursuant to special terms.

5.2 Qwest reserves the right to charge Customer (a) actual mileage charges on an Underlying Service for a Single Circuit Diversity request that is deemed excessive additional mileage by Qwest (in its sole discretion) in order to comply with the Customer's specified geographic routing criteria and (b) backhaul mileage required with POP Diversity.

5.3 In the event of Regulatory Activity and notwithstanding any other provision herein to the contrary, Qwest may, upon prior written notice when reasonably practicable, modify, change or add to (a) the rates and charges, (b) the Diversity service, and (c) the other terms and conditions contained in this Exhibit, to reflect the impact of, or to effect, such Regulatory Activity.

5.4 Billing for Diversity will begin upon activation of the Diversity routing. Qwest may, upon 30 calendar days written notice to Customer, change or add to the MRCs stated in the Rate Exhibit.

5.5 Customer must pay any change order, disconnection and termination charges for Underlying Services which may be incurred as a result of providing Diversity to such Underlying Services.

6. **SERVICE ORDERING.** Customer must submit a complete and accurate Order Form as directed by Qwest to request and obtain Diversity. Order Forms submitted via any other means may be rejected by Qwest. Upon receipt of a submitted Order Form, Qwest will verify that all necessary information has been provided by Customer and that both the Underlying Service and Diversity are available on the Qwest Domestic Network. If Qwest determines that a submitted Order Form does not contain complete and accurate information necessary for Qwest to process the order, Qwest will notify Customer and Customer must submit an updated Order Form to obtain Diversity. Qwest reserves the right to reject or accept any Order Form.

7. **SLA.**

7.1 **Unavailability: Credits.** As used herein, "Unavailability" of Diversity occurs when Qwest fails to maintain the diverse routing on the Qwest Domestic Network applicable to the Underlying Service as defined in the applicable Qwest-accepted Order Form for Diversity and this Exhibit. The Qwest Trouble Management System will be the sole source to determine Unavailability. Customer will be entitled to receive from Qwest a credit if Domestic Private Line Diversity, Ethernet Private Line Diversity, QWave Diversity, DIA Diversity, or Qwest iQ Networking Diversity is Unavailable. Such credit will be equal to 100% of the MRC for Diversity for each of the affected circuits for the calendar month in which Diversity was Unavailable for that circuit (a "Diversity Credit"). The Diversity Credit is the sole and exclusive remedy of Customer in the event of Unavailability and will not apply to any Underlying Service.

7.2 **Network Rearrangements/Regrooming.** Qwest reserves the right to perform network rearrangements as necessary, in accordance with standard Qwest network maintenance activities. Such rearrangements will attempt to maintain Customer's desired diverse routing. However, if a network rearrangement results in the removal of Customer's Diversity routing (e.g. circuit A is no longer diverse to circuit B), then Qwest will provide Customer with prior notice of such rearrangement and an alternative diverse routing of the affected circuit(s), if available. Customer may accept or reject such alternative diverse routing, but such acceptance will not be unreasonably withheld. Customer's existing charges for Diversity will not change as a result of Customer's acceptance of the alternative diverse routing. If Customer does not accept the proposed alternate Diversity rerouting, Customer may, as its sole and exclusive remedy, terminate the affected Diversity service.

7.3 **Requirements.** To be eligible for a Diversity Credit, Customer must, in addition to complying with the other terms included herein, (a) be in good standing with Qwest and current in its payment obligations, other than those amounts that are subject to a Bona Fide Dispute, (b) submit necessary supporting documentation (if applicable) and (c) submit its written request for Diversity Credits to Qwest within 30 calendar days of the end of the calendar month in which the Unavailability occurs, via the Qwest Online Dispute management tool, which can be found on the Qwest wholesale website located at <http://www.qwest.com/wholesale/systems/odm.html>, or in such other manner as Qwest may specify from time to time. Diversity Credits for any calendar month must exceed \$25.00 per affected circuit to be processed. In no case will Qwest provide credit to Customer for an affected circuit that exceeds the MRC of the Diversity service for that circuit. The parties agree that, for purposes of the "Notice" section of the Agreement, Customer is not required to provide duplicate notification via the U.S. mail for Diversity Credit requests made using the Qwest Online Dispute management tool (or any subsequent tool specified by Qwest) and Qwest is not required to provide duplicate notification via the U.S. mail if it provides notice to Customer, via email, of any changes to the method of submitting requests for Diversity Credits. If Customer fails to comply

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with any of the requirements associated with the Diversity Credit, Customer will be deemed to have waived its right to receive a Diversity Credit with respect to the affected circuit.

**SERVICE EXHIBIT N2
DOMESTIC NETWORK DIVERSITY® SERVICE RATE SCHEDULE
WHOLESALE / ENHANCED SERVICES AGREEMENT**

1. **MRCs.** Customer must pay to Qwest the MRC per circuit described in Table 1 to manage and maintain Diversity for each Underlying Service.

CIRCUIT TYPE	MRC/CIRCUIT
DS-1	\$100.00
DS-3	\$150.00
OC-3	\$200.00
OC-12	\$250.00
OC-48/2.5G	\$300.00
50 Mbps	\$150.00
100 Mbps	\$150.00
150 Mbps	\$200.00
600 Mbps	\$250.00
1000 Mbps (1 Gbps)	\$300.00
10G	\$350.00

2. **Additional Charges for Order Changes and Cancellation.** In addition to the MRCs identified above, Customer must pay Qwest all costs incurred for changes or cancellation of an Order Form for Diversity prior to installation thereof, including but not limited to, any additional charges assessed by the local access provider(s).