

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

August 6, 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 agreement is Amendment 7 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

RECEIVED
REGULATORY MANAGEMENT
2010 AUG - 9 AM 10:13
STATE OF WA
UTIL. AND TRANSPORTATION
COMMISSION

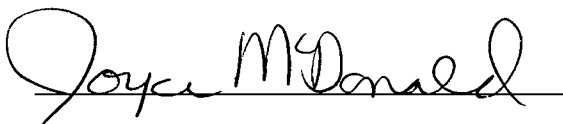
VERIFIED STATEMENT OF AFFILIATED INTEREST TRANSACTION

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.

Joyce L. McDonald, Lead Finance/Business Analyst of Qwest Corporation certifies that the attached Amendment 7 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 the printed name.

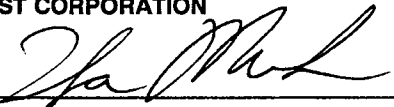


Joyce L. McDonald

Dated at Seattle this 6th day of August, 2010.

**AMENDMENT NO. 7 TO
QWEST CORPORATION WHOLESALE DATA SERVICES AGREEMENT**

Contract (QI) Number: 559454

THIS AMENDMENT NO. 7 (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.

<p>QWEST: QWEST CORPORATION</p> <p>By: <u></u> Warren Mickens Vice President, Customer Service Operations Date: <u>08/04/10</u></p> <p>Offer Management Director: <u></u> Date: <u>8/3/10</u></p> <p>By: <u></u> Steven Swain Vice President, Finance Date: <u>8/5/10</u></p>	<p>CUSTOMER: QWEST COMMUNICATIONS COMPANY, LLC</p> <p>By: <u></u> Patrick Halbach VP Assistant Controller Finance Date: <u>8/4/10</u></p>
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Qwest and Customer wish to amend the Agreement by:

Adding a Pricing Exhibit. The Agreement is hereby amended by adding the QWave Pricing Exhibit to the Agreement. The Service Exhibit added under this Amendment will apply to all month-to-month QWave Services on or after the Amendment Effective Date (as defined below) and to all, Services ordered on a Term Plan on or after the Amendment Effective Date.

The Contract (QI) Number identified at the top of this Amendment must be included on the Order Form to receive these nonstandard rates.

Miscellaneous. This Amendment shall be effective as of the date when it has been signed by both parties unless if under applicable law, this Amendment or notice thereof must be filed with a governmental entity, including, but not limited to, a state public utility commission, this Amendment shall not become effective with respect to the jurisdiction having such requirements until such filings have occurred ("the **Amendment Effective Date**"). At this time, only the Washington Utilities and Transportation Commission has such a filing requirement. Therefore, the Amendment Effective Date for this Amendment shall take effect with respect to the State of Washington when it is filed with Washington Utilities and Transportation Commission.

**QWEST CORPORATION WHOLESALE DATA SERVICES AGREEMENT
QWEST INTERSTATE QWAVE® SERVICE**

**PRICING EXHIBIT
Qwest Corporation**

Contract (QI) Number 559454
Quote Date: 7/15/2010
Quote Expiration Date 9/30/2010

This Qwest Interstate QWave® Service Pricing Exhibit ("Pricing Exhibit") and the rates and discounts provided herein are only applicable to QWave Services ordered pursuant to the terms and conditions of Amendment No. 7 to the Wholesale Data Services Agreement between Qwest and Customer (the "Amendment"). Except as set forth in this QWave Pricing Exhibit, capitalized terms will have the definitions assigned to them in the Agreement, the Amendment and the QWave Service Exhibit.

By submitting an order to Qwest for Services using the Contract (QI) Number identified at the top of this Pricing Exhibit, Customer agrees to be bound by all of the terms and conditions contained herein.

The terms and rates in this Pricing Exhibit are not: (a) valid after the Quote Expiration Date, and (b) binding on Qwest until Qwest accepts an order for Services from Customer containing the Contract (QI) Number. Additional fees, charges and surcharges (e.g., expedite order charges, order change charges, termination liability charges) may apply to the Services under this Pricing Exhibit and will be assessed pursuant to Customer's Agreement and applicable Service exhibit(s) there under.

If Qwest accepts an order for Service, such Service will be governed by Customer's Agreement and applicable Service exhibit(s) thereunder.

Following are the discounted rate elements. Rates for rate elements not being discounted are located in the RSS.

QWave Service Elements and Charges. Two circuit configuration options may be available: (1) Point-to-Point with 2 Optical Channels and possible Transport Channel Mileage; and/or (2) CO Termination with 1 Optical Channel, 1 Central Office Termination and possible Transport Channel Mileage.

Circuit Type	USOC	Service Element	Quantity (# of rate elements / miles)	Originating Location (address, city, state)	Terminating Location (address, city, state)	Design Type	Service Term in months	MRC Per Service Element (If different than the RSS)	Total NRC Per Service Element (If different than the RSS)
Gigabit Ethernet		Optical Channel	2	517 RIVERSIDE AVE, OWATONNA, MN, 55060	600 STINSON BLVD, MINNEAPOLIS, MN, 55413	Unprotected	36	\$1400 (for each)	N/A
Gigabit Ethernet		Transport Mileage	62 miles			Unprotected	36	\$5200 (for total mileage)	N/A
Gigabit Ethernet		Optical Channel	2	220 S BROADWAY, ROCHESTER, MN, 55904	600 STINSON BLVD, MINNEAPOLIS, MN, 55413	Unprotected	36	\$1400 (each)	N/A
Gigabit Ethernet		Transport Mileage	77 miles			Unprotected	36	\$6458 (for total mileage)	N/A

Customer must include the Contract (QI) Number identified at the top of this Exhibit on the Order Form to receive these nonstandard rates.