

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

February 21, 2011

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

Attn: Betty Erdahl

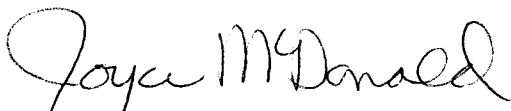
RE: WAC 480-120-375 Affiliated Interest Agreement

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 agreement is Amendment 8 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

2011 FEB 23 AM 11:25

**AMENDMENT NO. 8 TO
QWEST CORPORATION QWAVE® PROMOTION AMENDMENT
WHOLESALE DATA SERVICES AGREEMENT**

Contract Number: 286960

THIS QWEST CORPORATION QWAVE® PROMOTION AMENDMENT No. 8 (this "**Amendment**") is by and between **Qwest Corporation** ("**Qwest**") and **Qwest Communications Company, LLC** ("**Customer**") and amends the Wholesale Data Services Agreement between Customer and Qwest dated effective as of **April 13, 2009**, as may have been previously amended (the "**Agreement**"). 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 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. Except as set forth in this Amendment, capitalized terms will have the definitions assigned to them in the Agreement.

1. **Qwest Corporation QWave Promotion.** QWave Services properly ordered pursuant to this **Qwest Corporation QWave Promotion** (the "**Promotion**") will be eligible to receive the discounts set forth below, subject to the terms herein. This Promotion applies to unprotected single Gigabit Ethernet, 10G LAN/WAN PHY, FICON and Fibre Channel circuits that meet the criteria of this Promotion ("**Eligible Services**"). Eligible Services are also subject to the terms and conditions of the applicable QWave Service Exhibit made part of Customer's Agreement.
2. **Conditions of Promotion.** This Promotion is subject to the following conditions:
 - (a) Customer must have the QWave Service Exhibit as part of their Agreement before or simultaneously with the Amendment Effective Date.
 - (b) Any Promotion order must be an order for **new** Eligible Service only. Upgraded and existing QWave services are not eligible.
 - (c) Customer may not submit any ASRs to order Eligible Services under this Promotion before the Amendment Effective Date. This Promotion is available to qualifying customers from February 14, 2011 through May 15, 2011 (the "**Promotion Period**"). ASRs under this Promotion must be placed during the Promotion Period and must be completed within 60 days of the date the ASR is submitted unless the delay is caused by Qwest.
 - (d) All Eligible Services must be located in a wire center containing QWave equipment as determined and confirmed by Qwest.
 - (e) Customer must include the Contract Number noted at the top of this Amendment in the "PNUM" field on the ASR in order to receive the discount under this Promotion.
 - (f) This Promotion is exclusive of and may not be combined with any other promotions, special pricing or discounts.
 - (g) Any facilities that may be added in order to provide the Promotion to Customer must meet Funding requirements with the Promotional Discount, as determined at Qwest's sole discretion, or the Promotional Discount will not apply.
3. **Promotional Discount.** Eligible Service ordered subject to this Promotion will receive a 40% discount on the standard MRC contained in the RSS for the applicable Service Element(s) if ordered with a 36 month initial Service Term and a 50% discount if ordered with a 60 month initial Service Term ("**Promotional Discount**").
4. **Termination Charge.** The undiscounted MRC(s) for each applicable Service Element contained in the RSS at the time of termination will be used for calculating the Termination Charge set forth in the QWave Service Exhibit. In addition to the Termination Charge described in the QWave Service Exhibit, Customer will pay Qwest the difference between the Promotional Discount MRC and the undiscounted RSS MRC through the date of termination.

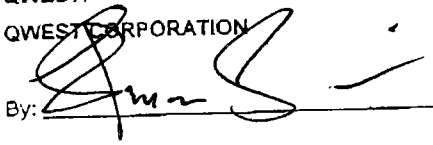
COPYRIGHT © QWEST ALL RIGHTS RESERVED.

- 5. Conflict. The terms and conditions of Customer's Agreement will apply to this Promotion, but in the event of an express conflict between this Promotion and any other part of Customer's Agreement, the terms of this Promotion will control.
- 5. 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 signature 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 CORPORATION

By: 

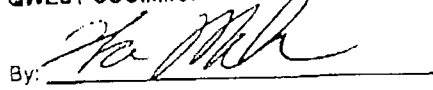
Name: Steven Swain

Title: VP Finance

Date: 2/18/11

CUSTOMER:

QWEST COCOMMUNICATIONS COMPANY, LLC

By: 

Name: Warren Mickens

Title: VP Customer Service Operations

Date: 2/17/11

COPYRIGHT © QWEST ALL RIGHTS RESERVED.

Qwave Promotion Amendment (RED)(2.11.11)

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 8 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 solid horizontal line.

Joyce L. McDonald

Dated at Seattle this 21st day of February, 2011.