

**QWEST CORPORATION
WASHINGTON PID/PAP COMMERCIAL AGREEMENT**

This Washington PID/PAP Commercial Agreement (“Agreement”) is between Qwest Corporation (“Qwest”) and _____ (“CLEC”), each identified for purposes of this Agreement in the signature blocks below. Qwest and CLEC and referred to separately as a “Party” or collectively as the “Parties”. The undersigned Parties have read and agree to the terms and conditions in this Agreement.

Qwest Corporation:

CLEC: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

NOTICE INFORMATION: All written notices required under the Agreement will be sent to the following:

Qwest Corporation

Director - Interconnection Agreements
1801 California Street, 24th Floor
Denver, CO 80202
Phone: 303-965-3029
Fax: 303-965-3527
Email: intagree@qwest.com

With copy to:

Qwest Law Department
Corporate Counsel, QC Wholesale
1801 California Street, 10th Floor
Denver, CO 80202
Phone: 303-383-6553
Email: Legal.Interconnection@qwest.com

CLEC:

Name: _____

Title: _____

Company Name: _____

Address: _____

City/State/Zip: _____

Phone: _____

Fax: _____

Email: _____

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1. Definitions. Capitalized terms used in this Agreement are defined in Attachment 1 or where they appear in the Agreement.

2. Effective Date. This Agreement is effective upon the latest execution date by the Parties (“Effective Date”).

3. Term. The term of this Agreement begins on the Effective Date and continues through November 30, 2011 (“Term”) unless the Parties agree otherwise in writing.

4. Service Performance.

4.1 The Qwest Performance Assurance Plan (“PAP”) and incorporated measures from the Performance Indicator Definitions (“PID”) for Washington as approved by the WUTC are on file with the WUTC and are posted in the Qwest Wholesale PCAT, currently called Negotiations Template Agreement PCAT, under Exhibit K and Exhibit B for Washington, respectively. That PAP is incorporated by reference into, and made a part of, this Agreement, except that Attachment 1 of the PAP is replaced with Appendix A of this Agreement. Appendix A thus identifies the specific performance measures, in the PAP, included in this Agreement. Subsequent changes to the PID, addressing the performance measures in Appendix A, or to the PAP submitted to the WUTC will be incorporated into the applicable exhibit upon the effective date established by the WUTC without further amendment to this Agreement.

4.2 During the Term, the portions of the performance measures in Appendix A and the PAP that applied to the De-Listed UNEs in Washington will apply to DS1 and DS3 private line or special access services CLEC purchases from Qwest under a Qwest federal or state Tariff (“Substitute Services”) for which CLEC would have met all of the qualifications to purchase the services as unbundled network elements (“UNEs”) under Section 251(c)(3) of the Act if they were not De-Listed UNEs, subject to the conditions provided in Section 4.3. If the Substitute Service is eligible for inclusion in the PAP results for CLEC under this Agreement, Qwest will include the Substitute Services in the DS1-capable loop, Loop types of DS3 and higher bit-rates (aggregate), UDIT – DS1 level, UDIT – Above DS1 level, EELs – DS1 level or EELs – DS3 level product reporting, as applicable.

4.3 Before eligible Substitute Services that were in service at the time this Agreement was executed, are included in PAP results for CLEC, CLEC must identify any of CLEC’s embedded base of Qwest DS1 or DS3 private line or special access circuits that satisfy the conditions for Substitute Services in Section 4.2 of this

Agreement (“Eligible Substitute Service List”); Provided, however, that existing Substitute Services that were in service prior to January 1, 2008, may be included in the PAP results for CLEC only if CLEC obtained DS1 or DS3 UNEs prior to January 1, 2008. Qwest will, within 30 days after receiving the initial notice from CLEC under this Section 4.3 of this Agreement, verify the information in CLEC’s Eligible Substitute Service List. The first full month following that 30 day period (“Ready Date”) eligible Substitute Services will be included in PAP results for CLEC.

4.4 After the Ready Date, CLEC must order any new Substitute Services with a substitute service indication on the Access Service Request (ASR), as described in the procedures in the Product Catalog for Digital Signal Level 1 Service (<http://www.qwest.com/wholesale/pcat/ds1.html>) and Digital Signal 3 Service (<http://www.qwest.com/wholesale/pcat/ds3.html>) before eligible Substitute Services are included in PAP results for CLEC.

4.5 Substitute Services are not provided under this Agreement.

5. Change of Law; Eligibility under this Agreement.

5.1 Nothing in this Agreement will be deemed an admission by Qwest or CLEC concerning the interpretation or effect of the Applicable Law or an admission by Qwest or CLEC that the Applicable Law should not be changed, vacated, dismissed, stayed or modified. Nothing in this Agreement will preclude or estop Qwest or CLEC from taking any position in any forum concerning the proper interpretation or effect of Applicable Law or concerning whether the Applicable Law should be changed, vacated, dismissed, stayed or modified.

5.2 If a change in law, rule, or regulation materially impairs a Party’s ability to perform or obtain a benefit under this Agreement, both Parties agree to negotiate in good faith such changes as may be necessary to address such material impairment.

5.3 To enter into this Agreement with Qwest, CLEC must be a registered local exchange carrier under applicable Washington rules and have elected the PID and PAP under its Washington interconnection agreement with Qwest.

6. Default and Breach. If either Party violates any material provision of this Agreement and such default or violation continues for 30 days after written notice thereof, the other Party seek relief in accordance with

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the Dispute Resolution provision, or any remedy under this Agreement.

7. Limitation of Liability. Neither Party will be liable to the other for indirect, incidental, consequential, exemplary, punitive, or special damages, including, without limitation, damages for lost profits, lost revenues, lost savings suffered by the other Party regardless of the form of action, whether in contract, warranty, strict liability, tort, including, without limitation, negligence of any kind and regardless of whether the Parties know the possibility that such damages could result.

8. Relationship. Neither Party has the authority to bind the other by contract or otherwise or make any representations or guarantees on behalf of the other or otherwise act on the other's behalf; and the relationship arising from this Agreement does not constitute an agency, joint venture, partnership, employee relationship, or franchise.

9. Assignment. CLEC may not assign this Agreement or any rights or obligations hereunder without the prior written consent of Qwest, which consent will not be unreasonably withheld. Notwithstanding the foregoing, CLEC may assign this Agreement without prior written consent of Qwest to any Affiliate, successor through merger, or acquirer of substantially all of its assets or capital stock; and Qwest may assign this Agreement without prior written consent to any Affiliate, successor through merger, or acquirer of substantially all of its business assets; provided that in all cases the assignee of CLEC or Qwest, as applicable, acknowledge in writing its assumption of the obligations of the assignor hereunder. Any attempted assignment in violation hereof is of no force or effect and is void. Without limiting the generality of the foregoing, this Agreement will be binding on the Parties' respective successors and assigns.

10. Reporting Requirements. If reporting obligations or requirements are imposed upon either Party by any third party or regulatory agency in connection with this Agreement, the other Party agrees to assist that Party, if necessary, in complying with such obligations and requirements, as reasonably required by that Party.

11. Confidentiality/ Nondisclosure. Neither Party will, without the prior written consent of the other Party: (a) use the name or marks of the other Party or its Affiliates; or (b) disclose or use (except as expressly permitted by this Agreement) the Confidential Information of the other Party. Each Party will use reasonable efforts to protect the other's Confidential Information, and will use at least the same efforts to protect such Confidential Information as the Party would

use to protect its own. Qwest's consent may only be given by its Legal Department. A Party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under this Agreement, provided that the disclosing Party gives the non-disclosing Party reasonable prior written notice. Nothing herein should be construed as limiting either Party's rights with respect to its own Confidential Information or its obligations with respect to the other Party's Confidential Information under Section 222 of the Act.

12. Waiver. Except as otherwise provided herein, neither Party's failure to enforce any right or remedy available to it under this Agreement will be construed as a waiver of such right or a waiver of any other provision hereunder.

13. Notices. Any notices required by or concerning this Agreement will be in writing and will be sufficiently given if delivered personally, delivered by prepaid overnight express service, sent by facsimile with electronic confirmation, or sent by certified mail, return receipt requested, or by email where specified in this Agreement to Qwest and CLEC at the addresses shown on the cover sheet of this Agreement.

14. Governing Law. Washington state law, without regard to choice-of-law principles, governs all matters arising out of, or relating to, this Agreement.

15. Dispute Resolution. The Parties will resolve any dispute, claim or controversy arising out of, or relating to, this Agreement under the dispute resolution process described in the PAP.

16. Headings. The headings used in this Agreement are for convenience only and do not in any way limit or otherwise affect the meaning of any terms of this Agreement.

17. Authorization. Each Party represents and warrants that:

- A. the full legal name of the legal entity intended to provide and receive the benefits under this Agreement is accurately set forth herein;
- B. the person signing this Agreement has been duly authorized to execute this Agreement on that Party's behalf;
- C. the execution hereof is not in conflict with law, the terms of any charter, bylaw, articles of association, or any agreement to which such Party is bound or affected; and

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D. each Party may act in reliance upon any instruction, instrument, or signature reasonably believed by it to be authorized and genuine.

18. Third Party Beneficiaries. The terms, representations, warranties and agreements of the Parties set forth in this Agreement are not intended for, nor will they be for the benefit of or enforceable by, any third party (including, without limitation, CLEC's Affiliates and customers).

19. Entire Agreement. This Agreement (including Attachment 1 and Appendix A to this Agreement) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of this Agreement and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of this Agreement.

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ATTACHMENT 1- DEFINITIONS**

"Act" means the Communications Act of 1934 (47 U.S.C. §§ 151, et seq.), as amended.

"Affiliate" means a Person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term 'own' means to own an equity interest (or the equivalent thereof) of more than 10 percent.

"Applicable Law" means all laws, statutes, common law including, but not limited to, the Act, the regulations, rules, and final orders of the FCC, a state regulatory authority, and any final orders and decisions of a court of competent jurisdiction reviewing the regulations, rules, or orders of the FCC or a state regulatory authority.

"Confidential Information" means any information that is not generally available to the public, whether of a technical, business, or other nature and that: (a) the receiving party knows or has reason to know is confidential, proprietary, or trade secret information of the disclosing party; and/or (b) is of such a nature that the receiving party should reasonably understand that the disclosing party desires to protect such information against unrestricted disclosure. Confidential Information will not include information that is in the public domain through no breach of this Agreement by the receiving party or is already known or is independently developed by the receiving party.

"De-Listed UNEs" means those DS1 and DS3 loop and dedicated transport facilities and enhanced extended links

("EELs") that are no longer available as unbundled network elements under 47 U.S.C. § 251(c)(3) as a result of the Triennial Review Order, Triennial Review Remand Order or any other FCC orders.

"FCC" means Federal Communications Commission.

"Person" is a general term meaning an individual or association, corporation, firm, joint-stock company, organization, partnership, trust or any other form or kind of entity.

"Tariff" means a Qwest tariff, price list, price schedule, administrative guideline, catalog, or other rate and term schedule.

"Triennial Review Order" means the FCC order in Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers (released August 21, 2003) (FCC 03-36).

"Triennial Review Remand Order" means the FCC order in Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, Order on Remand (effective March 11, 2005) (FCC 04-290).

"WUTC" means Washington Utilities and Transportation Commission.

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APPENDIX A – PID/PAP**

Appendix A: Tier 1 and Tier 2 Performance Measurements Subject to Per Occurrence Payment							
Performance Measurement		Tier 1 Payments			Tier 2 Payments		
		Low	Med	High	Low	Med	High
ORDERING AND PROVISIONING							
Installation Commitments Met	OP-3d, e			X		X	
Installation Intervals	OP-4d ^{a, b} , e ^{a, b}			X		X	
New Service Quality	OP-5a			X		X	
Delayed Days	OP-6-4 ^{c, 5^c}			X		X	
MAINTENANCE AND REPAIR							
All Troubles Cleared within 4 hours	MR-5a,b			X			
Mean time to Restore	MR-6d ^d ,e ^d			X			
Repair Repeat Report Rate	MR-7d,e			X		X	
Trouble Rate	MR-8			X		X	
BILLING							
Billing Accuracy-Adjustments for Errors	BI-3a	X					
Billing Completeness	BI-4a	X				X	

- a. OP-4 is included with OP-6 as two “families:”, OP-4d/OP-6-4, and OP-4e/OP-6-5. Measurements within each family share a single payment opportunity with only the measurement with the highest payment being paid.
- b. For Substitute Services for DS1 Capable Unbundled Loop and EELs – DS1 level, the PAP benchmark will be adjusted proportionately for each Substitute Service included in the monthly result using a Substitute Service benchmark contributing factor of 9.2 days.
- c. For purposes of the PAP, OP-6a and OP-6b will be combined and treated as one. The combined OP-6 breaks down to OP-6-4 (zone 1), and OP-6-5 (zone 2).
- d. Applicable only to Substitute Services for EELs – DS1 level.