

UT-041379-AF  
OM 1-10-08  
No Action



**Qwest Corporation**  
1600 7th Avenue, Room 3206  
Seattle, Washington 98191  
(206) 345-1568  
Facsimile (206) 343-4040

Mark S. Reynolds  
Director – Regulatory  
Policy and Law

December 18, 2007

Ms. Carole Washburn, Executive 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 Ms. Washburn:

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 Corporation (QCC). This is Amendment 6 to the Wholesale Services Agreement that QC originally filed under Docket No. UT-041379. Also enclosed is a verified statement.

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

98504-7250  
WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION  
P.O. BOX 47250  
OLYMPIA, WA 98504-7250

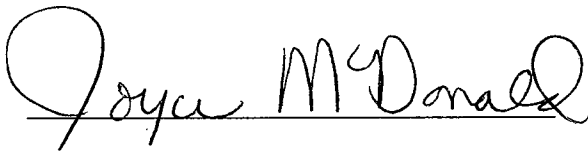
VERIFIED STATEMENT OF AFFILIATED INTEREST TRANSACTION

Qwest Corporation

WAC 480-146-350 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 No. 6 to Wholesale Services Agreement describes the affiliate arrangement between Qwest Corporation and Qwest Communications Corporation.

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 18th day of December, 2007.

AMENDMENT NO. 6  
TO  
WHOLESALE SERVICES AGREEMENT

**THIS AMENDMENT NO. 6** (this "Amendment") is by and between **Qwest Communications Corporation** ("Qwest") and each customer identified on this Amendment on the signature page hereto (each a "Customer") (Qwest and each Customer are referred to separately as a "Party" and collectively as the "Parties") 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"). 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.<sup>1</sup> The service descriptions and related rate exhibits set forth in Exhibit W, W2, GETH, GETH2 attached to this Amendment (the "New Services") shall be added to, and constitute a part of, the Agreement. The list of Service Exhibits in the "Applicable Services" portion of the Agreement shall be deemed revised by the addition of the New Services. Qwest agrees to provide the New Services in accordance with the terms of the Agreement and this Amendment.

2. Notice Information and Terms.

(a) Section 18 of the Agreement is deleted in its entirety and replaced with the following:

**18. Notices.** Except as otherwise provided herein, all required notices shall be in writing, transmitted to the Parties' addresses specified on the signature page or such other address as may be specified by written notice, and will be considered given either: (a) when delivered by facsimile or e-mail, so long as duplicate notification is sent via U.S. Mail, provided, however, that such duplicate notification via U.S. Mail shall not be required with respect to (i) notices changing the Maximum Usage Threshold (if any) set forth in Addendum 2, (ii) rate change notices or (iii) notices regarding changes in maintenance windows; (b) when delivered in person to the recipient named on the signature page; (c) if sent in the U.S., when deposited in either registered or certified U.S. Mail, return receipt requested, postage prepaid; or (d) when delivered to an overnight courier service.

(b) Pursuant to Section 18 of the Agreement, all written notices required or permitted under the Agreement shall be sent to the following:

To Qwest:  
Qwest Communications Corporation  
1801 California Street, 9<sup>th</sup> Floor  
Denver, Colorado 80202  
Facsimile #: 1-888-778-0054  
(If dialing from outside the U.S. 001-303-295-6973)  
Attention: Wholesale Legal Department

To Customer:  
Qwest Corporation  
1600 Seventh Avenue South, Room 3008  
Seattle, WA 98191  
Phone #:(206) 345-1514

Facsimile #:(206) 345-9001  
Email:Joyce.McDonald@qwest.com  
Attention: Joyce McDonald

With copy to:  
Qwest Communications Corporation  
1801 California Street, 24th Floor  
Denver, Colorado 80202  
Phone #: (303) 992-1400  
Facsimile #: (303) 896-7358  
E-mail: [wholesale.contracts@qwest.com](mailto:wholesale.contracts@qwest.com)  
Attention: Wholesale Markets Contract Administration

3. Counterparts and Facsimile Signatures Terms.

(a) The following Section 27 shall be added in its entirety to the existing Agreement as follows:

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

4. Entire Agreement Terms.

<sup>1</sup> 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. 6  
TO  
WHOLESALE SERVICES AGREEMENT

(a) Section 27 of the existing Agreement shall be renumbered and shall be referred to as Section 28.

5. **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 filings 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 first business day of Customer's next full monthly billing cycle following the Amendment Effective Date.
6. **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.

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

**QWEST:**

**QWEST COMMUNICATIONS CORPORATION**

By: 

Brian Stading

Vice President - Customer Service Operations

Date: 12/6/07

\*Offer Management Director: 

Date: December 6, 2007

\*This Agreement shall not be binding upon Qwest until countersigned by the Offer Management Director and Executive Vice President, Wholesale Markets (or an authorized designee) for Qwest.

**CUSTOMER:**

**QWEST CORPORATION,**  
A Colorado corporation

By: 

Carla Stewart

Vice President - Finance

Date: 12/7/07

**CUSTOMER:**

**Qwest Internet Solutions, Inc.,**  
A Delaware corporation

By: 

Carla Stewart

Vice President - Finance

Date: 12/7/07

**CUSTOMER:**

**Qwest Wireless, L.L.C.,**  
A Delaware limited liability company

By: 

Carla Stewart

Vice President - Finance

Date: 12/7/07

**CUSTOMER:**

**Qwest Government Services, Inc.,**  
A Colorado corporation

By: 

Carla Stewart

Vice President - Finance

Date: 12/7/07

**CUSTOMER:**

**Qwest Broadband Services, Inc.,**  
A Delaware corporation

By: 

Carla Stewart

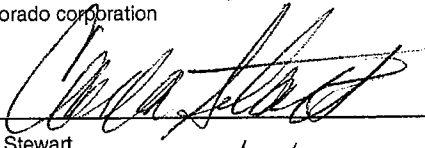
Vice President - Finance

Date: 12/7/07

AMENDMENT NO. 6  
TO  
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CUSTOMER:

Qwest Information Technologies, Inc.,  
A Colorado corporation

By:  \_\_\_\_\_

Carla Stewart  
Vice President - Finance

Date: 12/7/07

CUSTOMER:

Qwest Business Resources, Inc.,  
A Colorado corporation

By:  \_\_\_\_\_

Carla Stewart  
Vice President - Finance

Date: 12/7/07

**SERVICE EXHIBIT G-ETH2  
DOMESTIC ETHERNET PRIVATE LINE SERVICE RATE SCHEDULE  
WHOLESALE SERVICES AGREEMENT**

**1. PARTIES; DEFINITIONS.** This Domestic Ethernet Private Line Exhibit G-ETH2 is appended to, and subject in all respects to, the Agreement between Qwest and Customer. Except as set forth in Exhibit G-ETH or this Exhibit G-ETH2, capitalized terms will have the definitions assigned to them in the Agreement.

**2. PRICING.** The prices quoted for the Service apply to the Inter-Office Channel of the circuit specified from the nearest originating Qwest POP to the nearest terminating Qwest POP. Customer is responsible for all interconnection costs from the Customer location indicated by the originating NPA/NXX and the terminating NPA/NXX to the corresponding Qwest POPs.

**3. DOMESTIC ETHERNET PRIVATE LINE SERVICE PRICES.** Customer will pay the following NRCs and MRCs for the Qwest Domestic Ethernet Private Line Services designated in the table shown below.

Originating POP	Terminating POP	Circuit Length (in V & H miles)	Circuit Speed	Minimum Service Term	MRC for Each Circuit	NRC for Each Circuit
Littleton, CO	Austin, TX		100 Mbps	12 months	\$33,500.00	\$5,000.00

**OTHER CHARGES.** In addition to the foregoing Domestic Ethernet Private Line Service rates, Customer shall pay to Qwest the following additional charges, as applicable:

**4. ORDER CANCELLATION CHARGES.** Cancellation charges apply to cancelled orders which have no special construction, on a per Service basis, after the fifth (5<sup>th</sup>) business day from Qwest's Order Acceptance Date, but prior to the Start of Service Date. Customer will be responsible for all applicable charges, including but not limited to cancellation charges and early termination liability charges for third party services ordered by Qwest on behalf of Customer. In addition, Customer will be charged the following Order Cancellation Charges:

Cancellation of Order After 5 <sup>th</sup> Business day from Order Acceptance Date, but before Start of Service Date, per Service Bandwidth	Order Cancellation Charges
50 Mbps, 100 Mbps	One month MRC
150 Mbps, 600 Mbps, 1000 Mbps	Six months MRCs

If Customer cancels an order on or after the Start of Service Date, Customer will pay Qwest all applicable Termination Liability Charges, including those of third party providers, for services ordered by Qwest on behalf of Customer.

**5. TERMINATION LIABILITY CHARGES.**

For all Domestic Ethernet Private Line Services, Customer shall pay to Qwest all rates, fees and charges which accrue under this Service Exhibit for each Service up through the date of termination, plus:

(A) Customer must pay the following charges for termination of Service prior to the expiration of the full Service Term:

1. One hundred percent (100%) of the MRC for the remaining unused months through the Minimum Service Term, plus
2. One hundred percent (100%) of any Service NRCs that were previously waived by Qwest, if applicable.

The total charge as calculated above shall be referred to as the "Termination Liability Charge."

**SERVICE EXHIBIT G-ETH  
DOMESTIC ETHERNET PRIVATE LINE SERVICE EXHIBIT  
WHOLESALE SERVICES AGREEMENT**

**1. GENERAL; DEFINITIONS.**

Qwest will provide Domestic Ethernet Private Line Service ("Service") pursuant to the terms and conditions of the Agreement and this Exhibit G-ETH. Except as set forth in this Exhibit G-ETH, capitalized terms shall have the definitions assigned to them in the Agreement.

"Affected Service" means a specific circuit that experiences an Outage.

"Cancel/Cancellation" means a Customer-initiated written notification to cancel a pending order prior to the Start of Service Date. Order Cancellation Charges are set forth in Exhibit G-ETH2.

"Circuit Acceptance Letter" means Qwest's electronic notification to Customer that a Service is ready for Customer's acceptance.

"CPA" means Customer Provided Access.

"CPE" means Customer Premise Equipment.

"Customer Commit Due Date (CCDD)" means the calendar delivery date upon which Qwest will install the Service and make it available for testing and/or Customer's use.

"Ethernet Local Access" means Qwest-provided local access service using Ethernet technology, and any other applicable local access services.

"ICB" means individual case basis.

"Interface" means the Qwest-accepted industry standards-based physical connection point to transport equipment located at the Qwest POP. The Interface may have different characteristics based upon the Service.

"MRCs" mean monthly recurring charges owed by Customer for Service and/or features.

"NRCs" mean one time non-recurring charges owed by Customer for Service and/or features.

"Order Acceptance Date" means the calendar date upon which Qwest acknowledges: (a) Qwest's acceptance of any Order Form; or (b) Customer's written request to Cancel a Service.

"Order Form" means a Customer-initiated request related to a Service, utilizing the Qwest-designated order entry tool.

"Outage" means an interruption which results in the total disruption of Service subject to the restrictions and exclusion in Section 11.9.

"POPs" means the Qwest points of presence on the Qwest Domestic Network.

"Qwest Domestic Network" means the Qwest operated facilities located within the 48 contiguous United States ("U.S."), which consist of transport POPs, physical media, switches, circuits and/or ports that are operated solely by Qwest.

"SONET" means Synchronous Optical Network.

"Start of Service Date" means the earliest to occur of: (a) the date Customer places live traffic on the Service; or (b) five (5) calendar days after the Circuit Acceptance Letter date if Customer fails to give Qwest written notice that the Service is in material non-compliance with the Service Specifications described in Section 12 below.

"Terminate/Termination" means an Order Form requesting removal of a Service on or after its Start of Service Date. Termination Liability Charges are set forth in Exhibit G-ETH2.

"V & H" means Qwest's vertical and horizontal domestic mileage, which is calculated using coordinates between the originating and terminating domestic Qwest POPs.

**2. DOMESTIC ETHERNET PRIVATE LINE SERVICE DESCRIPTION.**

2.1 Domestic Ethernet Private Line is a point-to-point, InterLATA, dedicated, non-switched, full duplex data transmission service that complies with Ethernet over SONET standards for the carriage of InterLATA and interstate Ethernet traffic over a physical medium

**SERVICE EXHIBIT G-ETH  
DOMESTIC ETHERNET PRIVATE LINE SERVICE EXHIBIT  
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between two Qwest SONET POPs located on the Qwest Domestic Network. Service extends to and includes the network equipment, maintained by Qwest, at the designated Interface demarcation points located in the Qwest POPs. Qwest offers Ethernet Private Line Service, subject to capacity and availability, and supports 100Base TX and 1000Base LX hand-offs as defined in IEEE 802.3 standards. Service is offered in transmission rates of 50 Mbps, 100 Mbps, 150 Mbps, 600 Mbps and 1 Gbps, subject to availability. Additional speeds may be available on an ICB.

2.2 Customer must execute an Exhibit T with Qwest for Ethernet Local Access to be eligible to order Services under this Exhibit G-ETH. All terms, conditions and charges for Ethernet Local Access or any other local access-related services ("Local Access Services"), associated with Service are set forth in Exhibit T.

**3. CUSTOMER RESPONSIBILITIES; OBLIGATIONS.**

3.1 Customer accepts its responsibilities for Service including, but not limited to, the following conditions:

(A) Customer will pay Qwest the applicable charges for each Service as described in Exhibit G-ETH2.

(B) All Customer requests for installation or Termination of a Service require Customer's submission of a complete and accurate Order Form utilizing the Qwest-designated order entry process;

(C) Customer will provide Qwest and its third-party providers with reasonable access to Customer's premises to perform any acts required by an order and/or trouble ticket;

(D) Customer will properly use the Service. Customer will not itself, nor permit others or use the Service for which it is not intended, nor will Customer alter, tamper with, adjust or repair the Service, or permit others to do so;

(E) Customer will maintain the confidentiality of all proprietary information provided by Qwest in support of the Service;

(F) Customer shall be responsible for timely payment of all MRCs, NRCs and other charges for Service upon Start of Service Date, regardless of whether Customer is ready to accept the Service due to reasons beyond Qwest's control, including but not limited to, unavailability or interoperability issues of CPE, unavailability, incompatibility, delay or other impairment of CPA services, etc. Events beyond Qwest's control shall not excuse Customer's obligation to pay Qwest all rates and charges applicable to the Services, regardless of whether such Services are being used by Customer.

(G) Customer represents and warrants that more than ten percent (10%) of the voice or data traffic that it will carry using the Service shall be interstate in nature (i.e., shall terminate in a state other than the state in which the traffic originates).

**4. SERVICE TERM.**

4.1 As used in this Exhibit G-ETH, "Service Term" for each Service shall mean the specified period of time for which the Service shall be provided by Qwest for Customer use as specified in the applicable Qwest accepted Order Form, plus any month-to-month extension pursuant to Section 4.2. Each Service Term must be equal to or longer than twelve (12) consecutive months ("Minimum Service Term").

4.2 Upon expiration of the originally stated Service Term, Qwest shall continue to provide and Customer shall continue to pay for Service on a month-to-month basis at the Service's existing rates. Any month-to-month extension of the Service Term will continue under the terms and conditions of Exhibit G-ETH until the earlier of: (a) termination of the month-to-month Service by either Party upon not less than thirty (30) days prior written notice; (b) expiration or termination of the Agreement in accordance with its terms; or (c) extension of the Service Term for a specific period of time pursuant to a new Order Form or written amendment. The Service Term specified in the accepted Order Form and any month-to-month continuation thereof shall be referred to collectively as the Service Term.

4.3 If the Agreement expires or is terminated for a reason other than Cause before the Service Term for any individual Service expires, then each non-expired Service will remain in operation through its Service Term and this Exhibit G-ETH and the Agreement will remain in effect with respect to that Service. This provision does not preclude either Party from terminating the Agreement or any Service for Cause under the terms and conditions of the Agreement, whether or not the applicable Service Term has expired.

**5. SERVICE RATES; BILLING.**

5.1 Customer must pay Qwest the applicable charges for each Service as described in Exhibit G-ETH2. Service pricing is quoted as MRCs and NRCs. Service rates for MRCs are calculated based upon bandwidth, expressed in Megabits (Mbps) or Gigabits (Gbps),



**SERVICE EXHIBIT G-ETH  
DOMESTIC ETHERNET PRIVATE LINE SERVICE EXHIBIT  
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multiplied by the domestic V & H mileage. Service rates are subject to a minimum MRC for each Service speed requested. The rates set forth in Exhibit G-ETH2 do not include pricing associated with Ethernet Local Access.

5.2 Discounts. Service is not eligible to receive any discounts.

5.3 Billing. Qwest shall invoice Customer all Service MRCs in advance and all Service NRCs in arrears in accordance with this Exhibit G-ETH and Exhibit G-ETH2. Billing for a particular Service will begin on the Start of Service Date for that Service. If the Start of Service Date for any Service falls on any day other than the first day of the monthly billing cycle, the first invoice to Customer shall consist of: (a) the pro-rata portion of the applicable MRC covering the period from the Start of Service Date to the first day of the subsequent monthly billing cycle; and (b) the MRC for the following month.

5.4 To the extent permitted by applicable law, in the event of Regulatory Activity, Qwest may at any time upon written notice: (a) pass through to Customer all, or a portion of, any charges or surcharges directly or indirectly related to such Regulatory Activity; or (b) modify the rates, including any rate guarantees, and/or other terms and conditions contained in the Agreement to reflect the impact of such Regulatory Activity. Qwest may adjust its rates or charges, or impose additional rates and charges, in order to recover amounts it may be required by governmental or quasi-governmental authorities to collect from or pay to others to support statutory or regulatory programs during the course of the Agreement.

**6. SERVICE ORDERING.**

6.1 Service is offered as ICB. Customer will work with their Account Manager prior to submitting an Order Form for Service.

6.2 Customer must submit a complete and accurate Order Form to request a Service. Qwest reserves the right to accept or reject each Order Form. The Order Acceptance Date is solely determined by Qwest.

6.3 Qwest shall provide Customer with a Customer Commit Due Date for delivering the Service. Qwest shall use reasonable commercial efforts to deliver each ordered Service on or before the Customer Commit Due Date; however, the inability of Qwest to deliver the ordered Service by such date shall not constitute a default giving rise to Cause under this Exhibit G-ETH or the Agreement.

**7. SERVICE CANCELLATION.**

7.1 Unless otherwise stated in this Exhibit G-ETH, Order Cancellation Charges are assessed to each Service for which Cancellation is requested based upon: (a) the Order Acceptance Date; and (b) the Start of Service Date. Customer agrees to pay the Order Cancellation Charges set forth in Exhibit G-ETH2, and any related cancellation charges set forth in Exhibit T for associated Ethernet Local Access.

7.2 Customer will not be charged any Order Cancellation Charges for Customer requests to Cancel a Service up to and including five (5) business days from Qwest's Order Acceptance Date. Customer will be charged Order Cancellation Charges for requests to Cancel a Service after the fifth (5<sup>th</sup>) business day from Qwest's Order Acceptance Date, but prior to the Start of Service Date. Orders for which special construction is required may not be cancelled.

7.3 Customer must pay the Termination Liability Charges set forth in Exhibit G-ETH2 for requests to Terminate an accepted Service on or after the Start of Service Date.

7.4 Qwest and Customer agree that Qwest's damages in the event of Service Cancellation shall be difficult or impossible to determine. Qwest and Customer therefore agree that this Section 7 is intended to establish damages in the event of cancellation and the associated cancellation charges are not intended as a penalty.

**8. SERVICE DELIVERY; ACCEPTANCE.**

8.1 Qwest shall provide Customer a Circuit Acceptance Letter advising Customer that a Service is ready for Customer's acceptance. Customer shall be deemed to have accepted the Service on the Start of Service Date, unless Qwest is notified otherwise by the Customer of material non-compliance with the Service Specifications described in Section 10 below. If Qwest receives written notification from Customer of material non-compliance in accordance with the Specifications, Qwest shall take such reasonable action as is necessary to correct any such non-compliance and shall notify Customer that the Service is ready for acceptance with a new Start of Service Date.

**9. SERVICE TERMINATION.**

**SERVICE EXHIBIT G-ETH  
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9.1 Customer acknowledges that the MRCs, NRCs and other charges for the Service are based on the commitment of Customer to utilize the Service for a specified period of time (the "Service Term"). As a result, should Customer Terminate any Service on or after its Start of Service Date, this Exhibit G-ETH, or the Agreement for reasons other than for Cause, Customer shall pay to Qwest the Termination Liability Charges defined in Exhibit G-ETH2, and any other local access services for each Terminated Service, which shall be at once due and payable by Customer.

9.2 Customer may Terminate a Service on or after the Start of Service Date by submitting a disconnect Order to Qwest. Qwest shall send Customer a written circuit disconnect order acknowledgement, confirming the Customer's request to Terminate the Service, the date of Service disconnection and setting forth the Termination Liability Charges, if any. Customer shall be responsible for all charges associated with the Service Terminated under this Section 9.

9.3 Qwest and Customer agree that Qwest's damages in the event of Service Termination shall be difficult or impossible to determine. Qwest and Customer therefore agree that this Section 9 is intended to establish damages in the event of Termination and the associated termination charges are not intended as a penalty.

**10. SERVICE SPECIFICATIONS.**

Service is provided in accordance with the following technical specifications ("Specifications").

10.1 The Customer interconnection point of Ethernet signals at the Qwest POP location (referred to herein as the Qwest network interface "QNI") will be at an industry standard fiber distribution panel or a Category 5e patch panel.

Service is mapped to SONET speeds as indicated below:

Ethernet Interface	Service Speed	Standard SONET Mapping
10/100 Base-TX	50 Mbps	STS-1
10/100 Base-TX	100 Mbps	OC-3c/STS-3c
1000Base-LX	100 Mbps	OC-3c/STS-3c
1000Base-LX	150 Mbps	OC-3c/STS-3c
1000Base-LX	600 Mbps	OC-12c/STS-12c
1000Base-LX	1000 Mbps	OC-48c/STS-48c

10.2 Table 10.2 below sets forth Qwest's general performance objectives for Service based upon the Telcordia specifications for SONET delivery of OC-3/OC-3c, OC-12/OC-12c and OC-48/OC-48c level capacity. If the OC-3/OC-3c, OC-12/OC-12c, and OC-48/OC-48c level Service is delivered at the STS-1 level, the general performance objectives follow industry standard.

**TABLE 10.2**

V&H Miles	OC-3, OC-3c, OC-12, OC-12c, OC-48, OC-48c	
	EFS (Error Free Seconds)	BER (Bit Error Rate)
0 - 250	99.99%	10 <sup>-15</sup>
251 - 500	99.98%	10 <sup>-15</sup>
501 - 1000	99.97%	10 <sup>-15</sup>
1001 - 1500	99.96%	10 <sup>-15</sup>
1501 - 2000	99.95%	10 <sup>-15</sup>
2001 - 2500	99.94%	10 <sup>-15</sup>
2501 - 3000	99.93%	10 <sup>-15</sup>
3001 - 3500	99.92%	10 <sup>-15</sup>
3501 - 4000	99.91%	10 <sup>-15</sup>

EFS is a measurement shown as a percentage of one second intervals in which no bit errors are received. BER is the ratio of errored bits to the total number of bits transmitted.

10.3 The acceptance criteria for OC-3/OC-3c, OC-12/OC-12c, and OC-48/OC-48c circuits between QNI points shall satisfy performance objectives in Table 10.2 above during a sixty (60) minute test period. If no errors are observed during the first fifteen (15) minutes of the test, the Service is acceptable. Access connections to Customer locations will be tested in accordance with Telcordia Publication 62508.

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10.4 Qwest's mean time to repair objectives are: (a) four (4) hours for SONET equipment; and (b) twelve (12) hours for fiber optic cable (per Telcordia Standard). Qwest's cable cut rate objective is 4.39 cable cuts/year/1,000 sheath miles (per Telcordia Standard).

**11. SERVICE LEVEL AGREEMENT (SLA); OUTAGES.**

11.1 The Service Level Agreement contained in this Section 11 applies as of a Service's Start of Service Date.

11.2 Customer acknowledges the possibility of an interruption that results in the total disruption of Service which, subject to the restrictions and exclusion in Section 11.9 below, constitutes an "Outage". If a Service experiences an Outage ("Affected Service"), Customer may be entitled to an "Outage Credit" based upon the amount of Outage time experienced by the Affected Service during the calendar month at issue. The Outage Credit amount is calculated by determining the percentage of time (calculated in minutes) that the Affected Service did not experience an Outage ("Service Availability Percentage") using the formula below and identifying the associated Outage Credit percentage in Table 11.2 below (for Services in the continental U.S.). The amount of the Outage Credit shall be the Outage Credit percentage in Table 11.2 multiplied by Customer's MRCs for the Affected Service (after application of any credits or discounts ("Eligible Service MRCs")).

The monthly Service Availability Percentage for a particular On-Net Affected Service is calculated as follows:

$$\left[ \frac{(\text{Applicable Days in Calendar Month} \times 24 \times 60) - (\text{Minutes of Outage on Affected Circuit in Calendar Month})}{(\text{Applicable Days in Calendar Month} \times 24 \times 60)} \right] \times 100$$

**TABLE 11.2  
SLAs AND OUTAGE CREDIT PERCENTAGES - CONTINENTAL UNITED STATES SERVICE**

POP-to-POP Credit Schedule - Continental U.S.		
Service Availability Percentage		Outage Credit percentage (as a % of the Eligible Service MRCs for the Affected Service)
Upper Level	Lower Level	
100.00%	99.999%	0%
< 99.999%	99.99%	10%
< 99.99%	99.9%	25%
< 99.9%	99.5%	50%
< 99.5%	0.00%	100%

For purposes of measuring the Service Availability Percentage, the Qwest Trouble Management System determines the number of minutes of an Outage. The length of each Outage shall be calculated in full minutes. An Outage shall be deemed to have commenced upon verifiable notification thereof by Customer to Qwest in accordance with the Trouble Ticket Procedure described below. Each Outage ends upon restoration of the Affected Service as evidenced by appropriate network tests by Qwest.

11.3 To receive an Outage Credit under this SLA, Customer must: (a) enter a trouble ticket at the time of the Outage by contacting the Wholesale Network Repair ("WNR") 1-866-874-6790 (or any other number provided by Qwest to Customer); (b) be current in its payment obligations under the Agreement; and (c) request reimbursement for Outage credits hereunder and submit all necessary supporting documentation within thirty (30) calendar days of the conclusion of the calendar month in which the requisite Outage occurred. If Customer fails to comply with the conditions set forth in this Section 11, Customer shall have waived its right to such Outage Credits for Outages in such month.

11.4 Customer's written request for Outage Credits shall be submitted, within thirty (30) calendar days of the end of the calendar month in which the Outage occurs, to Qwest at: Qwest Communications Corporation, ATTN: Qwest Wholesale Receivables, 500 East 84<sup>th</sup> Avenue, Unit D, Thornton, Colorado 80229. The written request notice shall include: (a) Customer's name; (b) the circuit identification number for the Affected Service; (c) the trouble ticket number issued by WNR; and (4) the duration of the Outage. Outage Credits for any calendar month must exceed twenty-five dollars (\$25.00) per Affected Service to be processed. In no case shall Qwest provide credit to Customer for an Affected Service that exceeds the monthly recurring charge.

11.5 All approved Outage Credits shall be credited on the monthly invoice for the affected Service following Qwest's approval of the Outage Credit. The total of all Outage Credits applicable to, or accruing in, any given month shall not exceed the amount payable by Customer to Qwest for that same month for such Service.

**SERVICE EXHIBIT G-ETH  
DOMESTIC ETHERNET PRIVATE LINE SERVICE EXHIBIT  
WHOLESALE SERVICES AGREEMENT**

11.6 Subject to Sections 11.7 and 11.8 below, Outage Credits described in this Section 11 shall be the sole and exclusive remedy of Customer in the event of any Outage or other disruption of Service. Under no circumstance shall any Outage or other disruption of Service be deemed a default giving rise to Cause under this Exhibit G-ETH. No other service or performance guarantees or credits shall apply to the Services.

11.7 If Customer experiences any Chronic Outage (as hereinafter defined) with respect to the Service, Customer shall be entitled to Terminate the Affected Service without further obligation by providing Qwest with written notice following such Chronic Outage. For purposes of this Section 11.7, a "Chronic Outage" means, with respect to a circuit, the occurrence during any calendar month of: (a) more than three (3) related Outages; or (b) more than eighteen (18) aggregate hours of Outages.

11.8 Customer may, as its sole and exclusive remedy for Chronic Outages, upon thirty (30) calendar days prior written notice to Qwest, Terminate the Affected Service without incurring any Termination Liability Charges with respect to such affected circuit; however, Customer agrees to pay all usage charges for such Affected Service accrued to the date of termination (the "Early Termination Right"). Customer must exercise its Early Termination Right with respect to the Affected Service within thirty (30) calendar days after Customer first experiences a Chronic Outage. In the event Customer fails to exercise its Early Termination Right within such thirty (30) calendar day period, Customer shall be deemed to have waived its Early Termination Right with respect to the Affected Service.

11.9 An Outage shall not be deemed to have occurred in the event that the Service is unavailable or impaired due to any of the following:

- (A) Interruptions on a Service for which the Start of Service Date has not yet commenced;
- (B) Interruptions caused by the negligence, error or omission of Customer or others authorized by Customer to access, use or modify the Service or equipment used by Customer;
- (C) Interruptions due to power failure at Customer premises, or the failure or poor performance of CPE;
- (D) Interruptions during any period in which Qwest or its agents are not afforded access to the premises where the access lines associated with the Service are terminated, provided such access is reasonably necessary to prevent a degradation or to restore Service;
- (E) Interruptions during any period that Qwest has communicated to Customer in any other manner that the Service will be unavailable for Normal Maintenance or grooming purposes, or Customer has released the Service to Qwest for the installation of a Customer Service order;
- (F) Interruptions during any period that Customer elects not to release the Service for testing and/or repair and continues to use it on an impaired basis;
- (G) Interruptions resulting from Force Majeure;
- (H) Interruptions resulting from Customer's use of Service in an unauthorized or unlawful manner;
- (I) Interruptions resulting from a Qwest disconnect for Cause;
- (J) Interruptions resulting from incorrect, incomplete or inaccurate Service orders from Customer (including without limitation Customer's over-subscription of circuits);
- (K) Interruptions due to improper or inaccurate network specifications provided by Customer;
- (L) Interruptions resulting from a failure of a carrier other than Qwest providing Local Access Services, including CPA;
- (M) Special configurations of the standard Service that has been mutually agreed to by Qwest and Customer; provided, however, Qwest may provide a separate service level agreement to Customer for those special configurations;
- (N) Qwest's inability to deliver Service by the Customer Commit Due Date.

**12. SERVICE MAINTENANCE.**

12.1 Qwest will endeavor to perform all non-emergency Normal Maintenance (defined below) during pre-established maintenance hours (windows). "Normal Maintenance" refers to: (a) upgrades of hardware or software; (b) upgrades to increase capacity; or (c) other pre-scheduled network activity that may degrade the quality of the Services or cause Service interruptions. Qwest will use reasonable efforts to perform all Normal Maintenance seven (7) days a week between the hours of 11:00 PM and 5:00 AM Local Time. "Local Time" refers to the time of day in the time zone in which an affected Service is located; provided, however, that if affected Services are located in multiple time zones, Local Time shall refer to Eastern Time. Qwest may change the designated maintenance windows upon notice (via email or any other notice).

12.2 "Urgent Maintenance" shall refer to efforts to correct Qwest Domestic Network conditions which require immediate correction. Urgent Maintenance, while being conducted, may degrade the quality of Services and may result in total disruption of Service. Qwest may undertake Urgent Maintenance at any time that it deems necessary in its sole discretion. Qwest shall endeavor to provide Customer notice of Urgent Maintenance as soon as is reasonably practicable under the circumstances.

**SERVICE EXHIBIT W2  
QWAVE PRIVATE LINE SERVICE RATE SCHEDULE  
WHOLESALE SERVICES AGREEMENT**

**1. Parties; Definitions.** This QWave Private Line Exhibit W2 is appended to, and subject in all respects to, the Agreement between Qwest and Customer. Except as set forth in this Exhibit W2, capitalized terms will have the definitions assigned to them in the Agreement.

**2. Pricing.** The prices quoted for the Service apply to the Inter-Office Channel of the circuit specified from the nearest originating POP to the nearest terminating POP. Customer is responsible for all interconnection costs from the Customer location indicated by the originating NPA/NXX and the terminating NPA/NXX to the corresponding POP.

**3. Domestic U.S. 2.5G and 10G Service Prices.** Customer will pay the following NRCs and MRCs for the Qwest QWave Private Line Service designated in the table shown below.

Originating POP	Terminating POP	Capacity	Service Term	MRC for Each Circuit	Installation NRC for Each Circuit
Denver CO	Albuquerque NM	2.5G	5 year	\$2,200.00	0.00
		10G			

**Other Charges.** In addition to the foregoing QWave Private Line Service rates, Customer shall pay to Qwest the following additional charges, as applicable:

**4. Expedite Order Charges.** If customer requests expedited delivery of the Service, Customer will be charged the expedite order charges set forth below. Any charges related to expedited delivery of local access circuits for the Service ordered will be separately charged.

- 2.5G            \$550.00 each
- 10G            \$550.00 each

In addition, Customer will also be responsible for paying all associated expedite charges imposed on Qwest by third party providers for processing the Customer's Order.

**5. Order Cancellation Charges.** If Customer cancels an Order Form after two business days from the date Qwest issues a Customer Commit Due Date to Customer, Customer will be responsible for all applicable charges, including but not limited to cancellation charges and early termination liability charges for third party services ordered by Qwest on behalf of Customer. In addition, Customer will be charged the following order cancellation charges:

- 2.5G            \$1,000.00 each
- 10G            \$1,000.00 each

If Customer cancels an order on or after the Customer Commit Due Date, Customer will pay Qwest all applicable Termination Liability Charges, including those of third party providers for services ordered by Qwest on behalf of Customer.

**6. Termination Liability Charges.**

For all QWave Private Line Services and related Ancillary Services, Customer shall pay to Qwest all rates, fees and charges which accrue under this Service Exhibit for each Service up through the date of termination, plus:

(a) Customer must pay the following charges for termination of Service prior to the expiration of the full Service Term:

1. One hundred percent (100%) of the MRC for the remaining unused months through the first twelve (12) months of the Service Term, plus
2. Thirty-five percent (35%) of the MRC for the remaining months beyond the first twelve (12) months of the originally scheduled Service Term, plus
3. One hundred percent (100%) of any Service NRCs that were previously waived by Qwest.

The total charge as calculated above shall be referred to as the "Termination Liability Charge."

**7. Order Change Charges.** If Customer requests any changes to a Service order, Customer will be charged the following order change charge:

- 2.5G            \$1,000.00 each
- 10G            \$1,000.00 each

**8. Extended Wiring Charges.** If Customer requests Qwest to perform extended wiring services, Customer will pay a nonrecurring charge of \$1,127 per 2.5G and \$1,665 per 10G circuit to extend the Demarcation Point beyond the building meet-me-point to the Customer's demarcation point. Extended wiring services will not extend past the Customer's demarcation point and do not include inside suite/desktop wiring.

**SERVICE EXHIBIT W  
QWAVE® PRIVATE LINE SERVICE EXHIBIT  
WHOLESALE SERVICES AGREEMENT**

**1. QWAVE PRIVATE LINE SERVICE DESCRIPTION.**

1.1 Qwest will provide QWave Private Line Service ("Service") for Customer's digital communications traffic (InterLATA & IntraLATA) pursuant to the terms and conditions of the Agreement, and this Exhibit W. Except as set forth in this Exhibit W, capitalized terms shall have the definitions assigned to them in the Agreement.

1.2 The Service utilizes optical wavelengths with Dense Wavelength Division Multiplexing ("DWDM") and is a linear routed, unprotected, point-to-point, InterLATA or IntraLATA data transport service. The service is delivered using a fiber pair, one transmit and one receive, between two Qwest owned points of presence ("POPs") on the Qwest Domestic Network. The Service originates from and terminates on Qwest specified demarcation points located in the Qwest POPs. As used in this Exhibit W, the term "Qwest Domestic Network" shall mean the Qwest operated facilities located within the continental U.S., which consists of transport POPs, physical media, switches, circuits and/or ports that are operated solely by Qwest. The Service provides a fixed capacity of bandwidth for transport of Customer's digital communications traffic.

1.3 Customer must execute an Exhibit T (Local Access Service) with Qwest to be eligible to order Services under this Exhibit W.

1.4 In addition, interconnection to QWave Service may be ordered using the following ancillary services by signing the relevant separate agreement(s):

(i) Direct Connect. If customer wants to meet QWave Service via fiber interconnections in Qwest designated locations, then Customer must sign a separate Direct Connect Agreement with Qwest; or

(ii) Collocation. If Customer desires to install its own equipment in collocation space in one or more POP, and Qwest, in its sole discretion, agrees to such installation, the parties shall execute an appropriate Collocation License Agreement.

**2. SERVICE TERM.**

2.1 As used in this Exhibit W, "Service Term" for each Service shall mean the specified period of time for which a specific Service shall be provided by Qwest for Customer use as specified in the applicable Qwest-accepted Service Order Form (defined) plus any month-to-month extension pursuant to Section 2.2. Each Service Term must be equal to or longer than twelve (12) consecutive months ("Minimum Service Term").

2.2 Upon expiration of the stated Service Term, Qwest shall continue to provide and Customer shall continue to pay for the Service on a month-to-month basis at the existing Service rates. Any month-to-month extension of the Service Term will continue until the earlier of: (i) termination of the month-to-month Service by either Party upon not less than thirty (30) days written notice; (ii) expiration or termination of the Agreement in accordance with its terms; or (iii) extension of the Service Term for a specific period of time pursuant to an Order Form or written amendment.

2.3 If the Agreement is terminated prior to the expiration of the Service Term for any Service for reason other than Cause (i.e., expiration of the Initial Term with either Party electing not to continue the Agreement Term on a month-to-month basis), such Service shall remain in operation through its applicable Service Term. In such event, this Exhibit W and the Agreement shall remain in full force and effect with respect to such Services so affected through the applicable Service Term unless earlier terminated by either Party for Cause in accordance with the Agreement. Nothing herein shall preclude either Party from terminating the Agreement and all Services for Cause pursuant to the terms and conditions of the Agreement, whether or not the applicable Service Term has expired for all Services.

**3. SERVICE RATES.**

3.1 All Monthly Recurring Charges ("MRCs") and Non-Recurring Charges ("NRCs") applicable to Service shall be in Exhibit W2.

3.2 For new Services not previously ordered by Customer and accepted by Qwest, Qwest may, upon thirty (30) calendar days written notice, impose discretionary rate changes to any of the MRCs, NRCs or other charges described in this Exhibit W or any exhibits attached or appended hereto (e.g., Exhibit W2). If, during the provisioning of Service, Qwest incurs additional non-recurring charges to provide the Service, Qwest may charge Customer for such non-recurring charges. If during the provisioning of Service, Qwest incurs additional non-recurring charges to provide the Service, Qwest shall notify Customer of such additional charges. Within one business day of such notification from Qwest, Customer shall notify Qwest that: (i) Customer wishes to cancel the applicable Service order; or (ii) that Customer shall pay such additional non-recurring charges.

3.3 To the extent permitted by applicable law, in the event of Regulatory Activity, Qwest may at any time upon written notice: (i) pass through to Customer all, or a portion of, any charges or surcharges directly or indirectly related to such Regulatory Activity; or (ii) modify the rates, including any rate guarantees, and/or other terms and conditions contained in the Agreement to reflect the impact of such Regulatory Activity. Qwest may adjust its rates or charges, or impose additional rates and charges, in order to recover amounts it may be required by governmental or quasi-governmental authorities to collect from or pay to others to support statutory or regulatory programs during the course of the Agreement.

**SERVICE EXHIBIT W  
QWAVE® PRIVATE LINE SERVICE EXHIBIT  
WHOLESALE SERVICES AGREEMENT**

**4. SERVICE ORDERING.**

4.1 Customer shall submit completed order forms for Service ("Order Forms"). Customer shall request a target Service installation date on the submitted Order Form. Upon receipt of the submitted Order Form, Qwest shall verify that all necessary information has been provided by Customer and that Service is available on the Qwest Domestic Network. Qwest reserves the right to reject any Customer Service Order Form based on availability. If Qwest determines that the submitted Order Form does not contain complete and accurate information necessary for Qwest to process the Service order (including, but not limited to, all necessary circuit engineering documentation and design layout records), Qwest shall notify Customer and Customer shall submit an updated Order Form.

4.2 Customer may request in a Service Order Form that, subject to the terms of Exhibit T, Qwest: (i) provide Local Access Services (defined below) on the Qwest Domestic Network; and/or (ii) obtain, on Customer's behalf, third-party Local Access Services not on the Qwest Domestic Network. As used in this Exhibit W, "Local Access Services" means transmission capacity provided by Qwest or a third-party supplier to extend Service provided hereunder from a Qwest Domestic Network transport POP to any other location (e.g., a local access service provided by a local telephone company, local loops, cross connects). All Local Access Services (whether provided by Qwest or a third-party supplier) shall be governed by the terms and conditions of Qwest's Local Access Exhibit T.

4.3 If Customer submits a valid Service Order Form for Service entirely on the then-current Qwest Domestic Network (i.e., Service and Qwest-provided Local Access Service then-currently available on the Qwest Domestic Network), then Qwest shall provide Customer a delivery date upon which Qwest will install the Service and make it available for testing and/or use (the "Customer Commit Due Date"). Customer may request that Qwest expedite the Service Order Form. In such event, Customer and Qwest will mutually agree to an acceptable Customer Commit Due Date and additional Expedite Order Charges (as defined in Exhibit W2) will apply to the Customer Service order.

**5. SERVICE DELIVERY; ACCEPTANCE.**

5.1 Qwest shall provide Customer notice that a Service is ready for Customer's acceptance by delivering to Customer a service acceptance letter. Customer shall be deemed to have accepted the Service on the Start of Service Date. As used herein, the "Start of Service Date" shall be the earliest to occur of (i) the date that Customer places live traffic on the Service; or (ii) if Customer fails to give Qwest written notice that the Service is in material non-compliance with the Service specifications in Section 9 below within five (5) business days after Qwest sends Customer the service acceptance letter, the fifth (5<sup>th</sup>) business day after Qwest sent the service acceptance letter. Following notice by Customer of material non-compliance with the acceptance criteria in Section 9.1, Qwest shall take such reasonable action as is necessary to correct any such non-compliance and shall notify Customer that the Service is ready for acceptance, thereby restarting the process described in this Section 5.1.

**6. CUSTOMER OBLIGATIONS; PAYMENT.**

6.1 Qwest shall invoice Customer all Service MRCs in advance and all Service NRCs in arrears in accordance with this Exhibit W and Exhibit W2. Billing for a particular Service will begin on the Start of Service Date for that Service. If the Start of Service Date for any Service falls on any day other than the first day of the monthly billing cycle, the first invoice to Customer shall consist of: (i) the pro-rata portion of the applicable MRC covering the period from the Start of Service Date to the first day of the subsequent monthly billing cycle; and (ii) the MRC for the following month.

6.2 Customer shall be responsible for payment of all MRCs, NRCs and other charges for Services regardless of whether or not the associated Local Access Services are provided by Qwest or ordered by Qwest on behalf of Customer. If any party other than Qwest provides Local Access Services, then unavailability, incompatibility, delay in installation, or other impairment of such non-Qwest provided Local Access Services shall not excuse Customer's obligation to pay Qwest all rates and charges applicable to the Services, regardless of whether such Services are being used by Customer. If Qwest provides Local Access Services on the Qwest Domestic Network in conjunction with Services provided hereunder and such Local Access Services are delayed beyond the date upon which Qwest provides Customer notice of the Service availability, the Start of Service Date shall be delayed until the Qwest-provided Local Access Services are available to Customer (at which time billing will begin for the Services).

6.3 Customer represents and warrants that at least ten percent (10%) of the voice or data traffic that it will carry using the Service shall be interstate in nature (i.e. shall terminate in a state other than the state in which the traffic originates).

**7. SERVICE ORDER CANCELLATION.**

7.1 Customer may cancel a submitted Order Form by providing Qwest with written notice of such cancellation. If Customer cancels an Order Form within five (5) business days after the date on which Qwest notifies Customer of the Customer Commit Due Date, Customer will not be charged any cancellation fees for the terminated Order Form. If Customer cancels an Order Form more than five (5) business days after the date on which Qwest notifies Customer of the Customer Commit Due Date, Customer shall pay Qwest a cancellation fee for each cancelled Service ordered in the amount indicated in the Order Cancellation Charges defined in Exhibit W2. Customer shall also pay all third-party charges incurred in connection with the cancelled Service up through the date of cancellation, including any third-party cancellation and/or termination charges.

**SERVICE EXHIBIT W  
QWAVE® PRIVATE LINE SERVICE EXHIBIT  
WHOLESALE SERVICES AGREEMENT**

7.2 If Customer cancels an accepted Order Form on or after the Customer Commit Due Date but prior to acceptance in accordance with Section 5, Customer shall pay to Qwest all Termination Liability Charges for each cancelled Order Form as described in Exhibit W2.

7.3 Qwest and Customer agree that Qwest's damages in the event of Service cancellation shall be difficult or impossible to determine. Qwest and Customer therefore agree that this Section 7 is intended, therefore, to establish damages in the event of cancellation and the associated cancellation charges are not intended as a penalty.

**8. SERVICE TERMINATION.**

8.1 Customer may terminate an accepted Service prior to expiration of the full Service Term by providing Qwest with thirty (30) calendar days advance written notice of such termination. Upon receipt by Qwest of a written request to disconnect an installed Service prior to the end of the applicable Service Term, Qwest shall send Customer a written circuit disconnect order acknowledgement, confirming the request to terminate the Service, the date of Service disconnection and setting forth the Termination Liability Charges, if any, then due and payable. Billing for Service terminated under this Section 8.1 shall cease thirty (30) calendar days from Qwest's receipt of the termination.

8.2 Customer acknowledges that the MRCs, NRCs and other charges for the Services are based on the commitment of customer to utilize the Services for a specified minimum period of time (the Service Term). As a result, if Customer terminates an accepted Service, this Exhibit W, or the Agreement for reasons other than for Cause, Customer shall pay to Qwest the Termination Liability Charge (defined in Exhibit W2) for each terminated Service, which shall be at once due and payable by Customer regardless of whether or not the Service Term has expired and may be collected by Qwest from Customer as a single amount.

8.3 Qwest and Customer agree that Qwest's damages in the event of Service termination shall be difficult or impossible to determine. Qwest and Customer therefore agree that this Section 8 is intended, therefore, to establish damages in the event of termination and the associated termination charges are not intended as a penalty.

**9. SERVICE SPECIFICATIONS.**

Service is provided in accordance with the technical specifications ("Specifications") set forth in Table 9.1 below.

**TABLE 9.1**

SONET Equivalent Interface	OC-48	OC-192
Synchronous Digital Hierarchy (SDH)	STM 16	STM 64
Synchronous	2.5 Gb/s	10 Gb/s
Fiber Type	Single Mode	Single Mode
Optical Interface	FC or SC superpolished	FC or SC superpolished
Wavelength range	1290-1560 lambda	1290-1560 lambda
Line Rate	2.488 Gb/s	9.953 Gb/s
Line Code	NRZ	NRZ
Level Range at receiver (may be Padded if needed), lower levels can be accommodated with special orders	-10 to -16 db	-5 to -8 db
Receive Sensitivity	-15 or lower	-8 or lower
Return Loss Characteristics	-30 or better	-30 or better

9.1 The acceptance criterion is to demonstrate a BER of  $10^{-12}$  between POP to POP measured during a twenty four (24) hour test period. If the BER specified ( $10^{-12}$ ) is observed during the twenty four (24) hour test period, the Service is considered accepted.

9.2 Qwest's mean time to repair ("MTTR") objectives are (i) 4 hours for DWDM and wavelength translator equipment; and (ii) 8 hours for fiber optic cable (per Bellcore Standard). MTTR is defined as the amount of time (in hours) it takes Qwest to restore the service. MTTR is an objective, not a guarantee parameter.

**10. SERVICE LEVEL AGREEMENT (SLA); OUTAGES.**

10.1 The Service Level Agreement contained in this Section 10 applies as of a Service's Start of Service Date.

10.2 Customer acknowledges the possibility of an Outage during Qwest's provision of the Service hereunder. If a Service experiences an Outage ("Affected Service"), Customer will be entitled to a credit (the "Outage Credit") for the Affected Service, determined according to the following formula::

$$\text{Outage Credit} = \text{Qualified Credit Percentage} \times \text{Eligible Monthly Recurring Charge of Affected Services}$$

The amount of Qualified Credit Percentage will be determined in accordance with the below table:

Exhibit W QC-QCC QWave PL Service No Chronic Outage 2007.11.21.doc

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**SERVICE EXHIBIT W  
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Wavelength service	Availability Guaranteed	Qualified Credit Percentage
2.5G and 10G	>= 99.9%	<ul style="list-style-type: none"> <li>▪ If Availability is 99.9% or greater, credit = 0.</li> <li>▪ If &lt; 99.9% but &gt; or = to 99.7%, credit = 5%.</li> <li>▪ If &lt; 99.7% but &gt; or = to 99.2%, credit = 10%.</li> <li>▪ If &lt; 99.2% but &gt; or = to 98.5%, credit = 20%.</li> <li>▪ If &lt; 98.5%, credit = 50%.</li> </ul>

10.3 The Outage Credit will apply to the monthly recurring charges for the section of the circuit between POP pairs of any Service affected by an Outage ("Eligible Monthly Recurring Charge of Affected Services"); provided, however, that if any portion of the Affected Service remains beneficially used or useable by Customer between any intermediate terminals (where Customer has installed drop and insert capability) or end terminals, the Outage Credit will not apply to that pro-rata portion of the mileage. The length of each Outage will be calculated in minutes. An Outage will be deemed to have commenced upon verifiable notification thereof by Customer to Qwest, or, when indicated by network control information actually known to Qwest network personnel, whichever is earlier. Each Outage will be deemed to terminate upon restoration of the Affected Service as evidenced by appropriate network tests by Qwest. Qwest's trouble ticketing system will be the governing source of data for calculating Outage Credits. Qwest will give notice to Customer of any scheduled outage as early as is practicable, and a scheduled outage will under no circumstances be viewed as an Outage hereunder.

10.4 Availability shall mean the amount of uptime the Qwest network is available to support customer traffic, meeting or exceeding the Service Specifications set forth in Section 9. The Availability objective for the Service is calculated and applicable only between POP pairs. Unavailability is signaled by the first of ten consecutively severely errored seconds ("SES") and then end is signaled by the first of ten consecutive non-SESs. An SES is a second with a bit error ratio of greater than or equal to 1 in 1,000. Local access loops, Customer-supplied access links, scheduled maintenance and planned outages are excluded from this Availability. Availability (expressed in percentage) is calculated based on the number of minutes in a specific applicable month as follows:

$$\text{Percentage Availability} = \frac{(\# \text{ of minutes in the month}) - (\# \text{ of qualified outage minutes})}{(\# \text{ of minutes in the month})} \times 100$$

10.6 To receive an Outage Credit under this SLA, Customer must: (i) enter a trouble ticket at the time of the Outage by contacting Wholesale Network Repair ("WNR") at 1-866-874-6790 (or by such other means as may be specified by Qwest from time to time) (ii) be current in its payment obligations under the Agreement, and (iii) request reimbursement for Outage credits hereunder and submit all necessary supporting documentation within thirty (30) calendar days of the conclusion of the calendar month in which the requisite Outage occurred. If Customer fails to comply with the conditions set forth in this Section 10, Customer shall have waived its right to such Outage Credits for Outages in such month.

10.7 Customer's written request for Outage Credits shall be submitted, within thirty (30) calendar days of the end of the calendar month in which the Outage occurs, to Qwest at: Qwest Communications Corporation, ATTN: Qwest Wholesale Receivables, 500 East 84<sup>th</sup> Avenue, Unit D, Thornton, Colorado 80229. The written request notice shall include: (i) Customer's name; (ii) the circuit identification number for the Affected Service; (iii) the trouble ticket number issued by WNR; and (iv) the duration of the Outage. Outage Credits for any calendar month must exceed twenty-five dollars (\$25.00) per Affected Service to be processed. In no case shall Qwest provide credit to Customer for an Affected Service that exceeds the monthly recurring charge.

10.8 All approved Outage Credits shall be credited on the monthly invoice for the Affected Service following Qwest's approval of the Outage Credit. The total of all Outage Credits applicable to, or accruing in, any given month shall not exceed the amount payable by Customer to Qwest for that same month for such Service.

10.9 The Outage Credits described in this section will be the sole and exclusive remedy of Customer in the event of any Outage or other disruption of Service, and under no circumstance will either be deemed a default giving rise to Cause under this Exhibit. No other service or performance guarantees or credits shall apply to the Services.

10.10 [Reserved for Future Use]

10.11 Outage Credits will not be granted if the malfunction of any Service is due to:

- (a) Interruptions or times of service degradation during any period in which Qwest or its agents are not afforded access to the premises where the access lines associated with Customer's Service are terminated, provided such access is reasonably necessary to prevent a degradation or to restore service;
- (b) Interruptions or times of service degradation during any period when Qwest has posted on the Qwest web site or communicated to Customer in any other manner that Customer's Service will be unavailable for maintenance or rearrangement purposes, or Customer has released the service to Qwest for the installation of a customer Service order;
- (c) Interruptions or times of service degradation during any period when Customer elects not to release the Service(s) for testing and/or repair and continues to use it on an impaired basis;

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- (d) Interruptions or times of service degradation resulting from force majeure events beyond the reasonable control of Qwest including, but not limited to, acts of God, government regulation, labor strikes, national emergency, or war (declared or undeclared);
- (e) Interruptions or times of service degradation resulting from Customer's use of the Service in an unauthorized or unlawful manner;
- (f) Interruptions or times of service degradation resulting from a Qwest disconnect for Customer's breach of a term set forth in the Agreement;
- (g) Interruptions or times of service degradation resulting from incorrect, incomplete, or inaccurate orders from Customer;
- (h) Interruptions or times of service degradation due to improper or inaccurate network specifications provided by Customer;
- (i) Interruptions or times of service degradation resulting from an outage or other defect occurring in Customer's Interconnection Facilities; or
- (j) Special configurations of the standard Service that have been mutually agreed to by Qwest and Customer; provided, however, Qwest may provide a separate service level agreement to Customer for those special configurations

**11. SERVICE MAINTENANCE.**

11.1 Qwest will endeavor to perform all non-emergency Normal Maintenance (defined below) during pre-established maintenance hours (windows). "Normal Maintenance" refers to: (i) upgrades of hardware or software; (ii) upgrades to increase capacity; or (iii) other pre-scheduled network activity that may degrade the quality of the Services or cause Service interruptions. Qwest will use reasonable efforts to perform all Normal Maintenance on Sundays, Tuesdays and/or Thursdays between the hours of 12:00 midnight and 6:00 AM Local Time. "Local Time" refers to the time of day in the time zone in which an affected Service is located; provided, however, that if affected Services are located in multiple time zones, Local Time shall refer to Eastern Time. Qwest may change the designated maintenance windows upon notice (via email or any other notice).

11.2 "Urgent Maintenance" shall refer to efforts to correct Qwest Domestic Network conditions which require immediate correction. Urgent Maintenance, while being conducted, may degrade the quality of Services and may result in total disruption of Service. Qwest may undertake Urgent Maintenance at any time that it deems necessary in its sole discretion. Qwest shall endeavor to provide Customer notice of Urgent Maintenance as soon as is reasonably practicable under the circumstances.

**12. ADDITIONAL DEFINITIONS.**

DWDM: Dense wavelength division multiplexing (DWDM) is a fiber-optic transmission technique that employs light wavelengths to transmit data parallel-by-bit or serial-by-character.

Inter Office Channel (IOC): An Inter Office Channel refers to the Qwest Communications network between the POPs.

OC-48: The optical interface designed to work with the STS-48 signaling rate in a Synchronous Optical Network (SONET). This is the optical signal that results from an optical conversion of an STS-48 electrical signal.

OC-192: Optical Carrier level 192 signal transmitting at 9.8 Gb/s.

Outage: An unscheduled, continuous and/or intermittent period of time when Service is not "available" (as defined herein).

Outage Credit: The amount of credits against payments due under this Agreement to which Customer is entitled as a result of a qualified Outage.

Point of Presence (POP): A physical location where Qwest terminates lines before connecting with Customer.

SONET: Synchronous Optical Network is a family of fiber-optic transmission rates created to provide the flexibility needed to transport many different digital signals with different capacities. It defines a physical interface, optical line rate (OC-n), frame format, and OAM&P.

```

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Job : 2617  
Date: 12/18/2007  
Time: 12:26:57 PM



- [Home](#)
- [Report Location](#)
- [View Reports](#)
- [Report Approval](#)
- [Metrics](#)
- [Logout](#)

These colored rows indicate **CURRENT** reports.  
 These colored rows indicate **PAST** reports.

Search Results						
Jurisdiction	Name	Entity	Due Date	Status	Impact	Frequency
Alaska	AK AECA- Simplified Bulk Bill	QCC	Jan 05, 2008	Open	Less Than \$500	Monthly
Georgia	GA Telecommunications Relay Service, C	QCC	Jan 14, 2008	Open	Less Than \$500	Monthly
Georgia	GA Telecommunications Relay Service, O	OnFiber	Jan 14, 2008	Open	Less Than \$500	Monthly
Georgia	GA Universal Access Fund, C\$	QCC	Jan 15, 2008	Open	Less Than \$500	Quarterly
Kansas	KS Universal Service Fund, C\$	QCC	Jan 15, 2008	Open	Less Than \$500	Monthly
Maine	ME ConnectME Fund, C\$	QCC	Jan 15, 2008	Open	Less Than \$500	Quarterly
Maine	ME TEAF & USF, C\$	QCC	Jan 15, 2008	Open	Less Than \$500	Quarterly
New Mexico	NM SUSF Mo Report & Payment, C\$	QCC	Jan 15, 2008	Open	Less Than \$500	Monthly
New Mexico	NM SUSF Mo Report & Payment, L\$	QLDC	Jan 15, 2008	Open	Less Than \$500	Monthly
Utah	UT USF, C\$	QCC	Jan 15, 2008	Open	Less Than \$500	Monthly
Utah	UT USF, L\$	QLDC	Jan 15, 2008	Open	Less Than \$500	Monthly
Utah	UT USF, Q\$	QC	Jan 15, 2008	Open	Less Than \$500	Monthly
Maine	ME Utility Contact Information Sheet, C	QCC	Feb 15, 2008	Open	Less Than \$500	Annual
Puerto Rico	PR TRB Annual Gross Income Statement, C\$	QCC	Mar 01, 2008	Open	Less Than \$500	Annual
West Virginia	WV Gross Intrastate Revenue Report, O	OnFiber	Apr 15, 2008	Open	Less Than \$500	Annual
Maryland	MD Operating Intrastate Gross Revenues, O	OnFiber	Apr 30, 2008	Open	Less Than \$500	Annual

```
##
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#   ## ###   #####   ### ##
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#####   #####   ### ##
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```

Job : 4  
Date: 12/18/2007  
Time: 12:44:02 PM

**Ray, Lynn**

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**From:** Rudeen, Cheryl  
**Sent:** Tuesday, December 18, 2007 11:34 AM  
**To:** Ray, Lynn; Knapp, Betty  
**Subject:** Changes needed to Sections IV and V

Lynn,

The following changes are needed to your sections of the CAM. I don't fully understand the underlying detail on this - so it's probably best if you call Betty and she can explain.

Section IV:

1. BRI - This stays in - I don't know how it aligns on the chart.
2. Qwest India Holdings LLC and Qwest Telecom Software Svcs - Both subs of BRI I?? (Check with Chris Petersen)

Section V:

1. Put BRI back in. Check with Chris Peterson on description
2. Qwest Services Corporation: Need expanded definition (Betty, can you add clarification to this)
3. Qwest Communications Corp: Need expanded definition (Betty, can you add clarification to this)

In Part C.

4. What if anything dropped off.
5. Betty would like to know if you compared this Section to the other companies CAMs.
6. (f) Assets trans to Qwest corp. from affil - more detail needed in matrix or narrative for IT & BRI

I think that's it.....But Betty can confirm.

Cheryl