

UTFOH1379-AF

Om 2-14-08

NO Action

Qwest.



Spirit of Service

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

January 14, 2008

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 7 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

RECEIVED
RECORDS MANAGEMENT
2008 JAN 15 PM 1:02
STATE OF WASH
UTIL AND TRANSP
COMMISSION

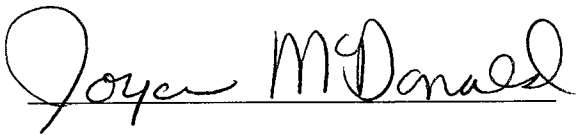
VERIFIED STATEMENT OF AFFILIATED INTEREST TRANSACTION

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. 7 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 14th day of January, 2008.

AMENDMENT NO. 7
TO
WHOLESALE SERVICES AGREEMENT

THIS AMENDMENT NO. 7 (this "Amendment") is by and between Qwest Communications Corporation ("Qwest") and Qwest Corporation ("Customer") and amends the Wholesale Services Agreement between Customer and Qwest dated effective as of July 29, 2004, as may have been previously amended by amendment, addenda or rate change notification (the "Agreement"). All capitalized terms used herein which are not defined herein shall have the definitions ascribed to them in the Agreement. The Parties hereby agree to amend the Agreement as follows:

1. New Services.¹ The service descriptions and related rate exhibits set forth in Exhibit F-10 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, 9th 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
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.

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

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

AMENDMENT NO. 7
TO
WHOLESALE SERVICES AGREEMENT

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: _____

Roland Thornton
Brian Stading *Roland Thornton*
Vice President - Customer Service Operations *EVP Wholesale markets*

Date: _____

11/7/08

*Offer Management Director: _____

Date: _____

Larry W. Roddy
January 4, 2008

*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
Carla Stewart

Vice President - Finance

Date: _____

11/9/08

SERVICE EXHIBIT F10
ReQwest SeLEct Switchless Reseller -8XX OUTBOUND SERVICE EXHIBIT
WHOLESALE SERVICE AGREEMENT

1. ReQwest SeLEct Switchless Reseller -8XX OUTBOUND SERVICE DESCRIPTION.

1.1 Qwest will provide the ReQwest Switchless Reseller - 8xx Outbound Service (the "8xx Outbound Service") pursuant to the terms and conditions of the Agreement and this Exhibit F10. Except as set forth in this Exhibit F10, capitalized terms shall have the definitions assigned to them in the Agreement.

1.2 To receive the 8xx Outbound Service, Customer must also purchase ReQwest voice services from Qwest. The 8xx Outbound Service allows Customer to place outbound toll free calls on a dedicated (or direct) access line (DAL) installed in connection with Customer's ReQwest service product account. The 8xx Outbound Service is only available on DALs provisioned on Qwest DMS250 switches.

1.3 Qwest provides the 8xx Outbound Service by routing and terminating the toll free call to a Qwest dedicated facility that is connected to a LEC facility to allow re-origination to the dialed toll free number. Qwest is only responsible for getting the call to the LEC for re-origination. Qwest can not provide any kind of support or help trouble-shoot problems with toll free origination or termination once the call is delivered to the LEC for re-origination.

1.4 Because all outbound toll free calls will re-originate from a LEC central office, the outbound toll free call will route as if the call originates from such central office, and not from the geographic location of Customer's DAL. If there is regional (i.e., calls only allowed to originate from specific states or disallowed from specific states) or point of call (geographic) routing on the dialed toll free number, the call may not be completed. From time to time Qwest may add, change and remove the central offices from which calls are re-originated, without notice to Customer.

1.3 Qwest reserves the right, upon 30 calendar days prior written notice to Customer, to cancel or modify the 8xx Outbound Service.

2. 8XX OUTBOUND SERVICE RATES.

2.1 Rates. The charge for 8xx Outbound Service is \$0.015 per minute and is in addition to the charges for the ReQwest service. All call measurements are rounded up to the next full minute. Charges for 8xx Outbound Service are assessed when the dialed toll free party answers the call. All outbound toll free calls will be billed to Customer (as the DAL owner), even if the toll-free number dialed belongs to Qwest.

2.2 Rate Changes. All rates, rate-classification criteria, and charges (including surcharges) are subject to change by Qwest upon 30 calendar days written notice to Customer.

2.3 Regulatory-related Rate Adjustments. In the event of Regulatory Activity and notwithstanding any other provision herein to the contrary, Qwest may, upon prior written notice when reasonably practicable, modify, change or add to (a) the rates, (b) the 8xx Outbound Service, and/or (c) the other terms and conditions contained in this Exhibit, including without limitation, surcharges and other charges, to reflect the impact of, or to effect, such Regulatory Activity.

3. SERVICE ORDERING.

3.1 Order Form. To receive the 8xx Outbound Service, Customer must submit a completed Voice Termination Online Order Form through the on-line order entry system provided by Qwest (which may change from time to time). The Order Form must contain an approval number from the Qwest Non-Standard Service Delivery Team (NSSD) for each End User who will use the 8xx Outbound Service.

3.2 Service Installation.

(a) Customer will request a target 8xx Outbound Service installation date on the submitted Order Form. Upon receipt of the submitted Order Form, Qwest will verify that all necessary information has been provided by Customer and that 8xx Outbound Service is available. If Qwest determines that the submitted Order Form does not contain complete and accurate information necessary for Qwest to process the 8xx Outbound Service order, Qwest will notify Customer and Customer will submit an updated Order Form.

(b) If Customer submits a valid Order Form, 8xx Outbound Service is available, and the requested target installation date is within Qwest's standard provisioning intervals, then Qwest will provide Customer a delivery date upon which Qwest will install the 8xx Outbound Service and make it available for testing and/or use (the "Customer Commit Due Date"). If the requested target installation date is outside Qwest's standard provisioning intervals, Customer may request an expedite. Customer and Qwest must agree to a Customer Commit Due Date and expedite charges before an expedite request will be granted.

(c) Qwest will use reasonable commercial efforts to install each ordered 8xx Outbound Service on or before the Customer Commit Due Date; however, the inability of Qwest to deliver the ordered service by that date will not constitute a default giving rise to Cause under this Exhibit or the Agreement. Customer may terminate an Order Form

Ex F10 8xx Outbound (10.30.07)

SERVICE EXHIBIT F10
ReQwest SeLEct Switchless Reseller -8XX OUTBOUND SERVICE EXHIBIT
WHOLESALE SERVICE AGREEMENT

accepted by Qwest without liability if Qwest fails to make the 8xx Outbound Service available for testing by the 61st day after the Customer Commit Due Date. The right to terminate the Order Form for the delayed 8xx Outbound Service is the Customer's sole and exclusive remedy for Qwest's failure to meet the Customer Commit Due Date. Qwest may change pricing and/or the Customer Commit Due Date if Customer requests changes after Qwest's acceptance of an Order Form.