

UT-041379
OM 3-13-08
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

February 19, 2008

Ms. Carole Washburn, Executive Secretary
Washington Utilities and Transportation Commission
P.O. Box 47250
Olympia, Washington 98504-7250

Attn: Betty Erdahl

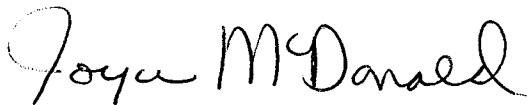
RE: WAC 480-120-375 Affiliated Interest Agreement

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 8 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 FEB 20 AM 11:49
STATE OF WASH.
UTIL. AND TRANSP.
COMMISSION

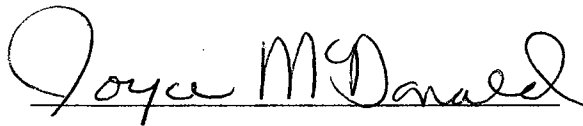
VERIFIED STATEMENT OF AFFILIATED INTEREST TRANSACTION

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. 8 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 19th day of February, 2008.

**AMENDMENT NO. 8 TO
WHOLESALE SERVICES AGREEMENT**

THIS AMENDMENT NO. 8 (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"). This Amendment shall be effective as of the date when it has been signed by both Parties (the "Amendment Effective Date"). 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 set forth in Exhibit(s) T, W and W2, and Attachment T-2 attached to this Amendment (the "New Services") shall be added to the Amendment and shall replace and supersede in their entirety certain service descriptions and rates as previously attached to the Agreement (or any amendment, addenda or rate change notification to the Agreement), including without limitation, Exhibits T, W and W-2 (the "Old Services"). The list of Service Exhibits in the "Applicable Services" portion of the Agreement shall be deemed revised by the deletion of the Old Services and the addition of the New Services. Qwest agrees to provide the New Services in accordance with the terms of the Agreement and this Amendment. 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, provided, however that the rates for any Old Services in place as of the Amendment Effective Date shall continue to apply until the expiration of the applicable service term for such Old Services and until changed pursuant to Customer order.

2. 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, the 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 filing 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 Amendment Effective Date.

3. 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: Ken Beck for
Warren Mickens

Vice President, Customer Service Operations

Date: 2-13-05

Offer Management Director: Christina D. Row

Date: 2/7/08

Customer:

Qwest Corporation

By: Carla Stewart

Name: Carla Stewart

Title: Vice President - Finance

Date: 2/18/08

**ATTACHMENT T-2
LOCAL ACCESS SERVICE
QWEST WHOLESALE SERVICES AGREEMENT**

1. Special Pricing.

1.1 As of the Effective Date of Amendment No. 8 to the Agreement, the following terms and conditions shall apply:

Customer shall be eligible to receive special pricing for the new On-Net Access Services (as defined in Exhibit T), at the rates, conditions, circuits types, and locations set forth in the table immediately below ("Specially Priced Circuits"), provided Customer submits a Service Order Form (as defined in Exhibit T). The Specially Priced Circuits shall not be eligible for any additional rebates, credits, promotions or discounts and shall be provided subject to capacity and availability as determined by Qwest.

Location Service Address	Circuit Type	Minimum Service Term	MRC for Each Circuit*	NRC for Each Circuit
910 15 th Street Suite 400 Denver, CO 80202 (NPA-NXX) 303-571	2.5G	Sixty (60) Consecutive Months	\$0.00	\$0.00
400 Tijeras Ave 3 rd Floor Albuquerque, NM 87102 (NPA-NXX) 505-246	2.5G	Sixty (60) Consecutive Months	\$0.00	\$0.00

*Upon expiration of the Minimum Service Term or the Term of the Agreement, whichever is later, Qwest has the option to provide month-to-month On-Net Access Service for the Specially Priced Circuits at Qwest's then-current rates.

SERVICE EXHIBIT W
QWAVE® PRIVATE LINE SERVICE EXHIBIT
WHOLESALE/ENHANCED 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) under the terms and conditions of the Agreement, and this Exhibit W. Except as set forth in this Exhibit W, capitalized terms are defined in the Agreement.

1.2 The Service utilizes optical wavelengths with Dense Wavelength Division Multiplexing ("DWDM") and is a linear routed, point-to-point, InterLATA or IntraLATA data transport service. Qwest provides Service 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" means the Qwest-operated facilities located within the continental U.S., and consists of transport POPs, physical media, switches, circuits 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 exhibit(s):

(A) Direct Connect. If Customer wants to meet QWave Service via fiber interconnections in Qwest designated locations, then Customer must execute a separate Exhibit DC with Qwest; or

(B) Collocation. If Customer desires to install its own equipment in collocation space in one or more POPs, and Qwest, in its sole discretion, agrees to such installation, then Customer must execute a separate Exhibit Collo.

2. SERVICE TERM.

2.1 As used in this Exhibit W, "Service Term" for each Service means the specified period of time for which a specific Service will be provided by Qwest for Customer use as specified in the applicable Qwest-accepted Order Form, plus any month-to-month extension under Section 2.2 below. Each Service Term must be at least twelve (12) consecutive months ("Minimum Service Term").

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

3. SERVICE RATES.

3.1 Service and other rates, including Monthly Recurring Charges ("MRCs") and Non-Recurring Charges ("NRCs") applicable to Service are set forth in: (A) Exhibit W2; and/or (B) a QWave Quote Form (as defined below). Qwest may communicate available pricing or terms on Services provided under this Exhibit W to Customer via a Qwest-generated quote form (a "QWave Quote Form") containing a Qwest-generated quote identification number ("Quote ID"). By submitting a Service Order Form containing a Quote ID, Customer agrees to all terms and conditions contained in the QWave Quote Form, and that any such order will be governed by the QWave Quote Form, this Exhibit W, Exhibit W2, and the Agreement. Any terms not found in a QWave Quote Form will be supplemented by terms contained in the Agreement. Customer may only place orders through a QWave Quote Form until the Quote Expiration Date set forth on the QWave Quote Form. If no specific offering period is stated, Customer may only place orders through a QWave Quote Form for a period of forty-five (45) calendar days from the Quote Date set forth on the QWave Quote Form. All terms in a QWave Quote Form become part of the Agreement when Qwest accepts Customer's order based upon that QWave Quote Form.

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

**SERVICE EXHIBIT W
QWAVE® PRIVATE LINE SERVICE EXHIBIT
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described in this Exhibit W or any documents appended hereto or made a part hereof (e.g., Exhibit W2 or a QWave Quote Form).

3.3 If, during the provisioning of new Services, Qwest incurs additional non-recurring charges to provide the Service, Qwest will notify Customer of the additional non-recurring charges. Within two business days of such notification from Qwest, Customer must notify Qwest via email or fax that: (A) Customer will pay the additional non-recurring charges in full by the Due Date of the invoice; or (B) Customer wishes to cancel the applicable Service order. If Qwest does not receive an email or fax notification of acceptance of the additional non-recurring charges from Customer within two business days of such notification, Qwest, at its sole discretion, may cancel the Service order. If such Service order is cancelled, Qwest will not charge an Order Cancellation Charge for the cancellation of that particular circuit.

3.4 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 to recover amounts that governmental or quasi-governmental authorities require it to collect from or pay to others to support statutory or regulatory programs during the course of the Agreement.

4. SERVICE ORDERING.

4.1 Customer will submit completed Order Form(s) for Service. Customer will request a target 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 Service is available on the Qwest Domestic Network. Qwest may 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 (e.g., all necessary circuit engineering documentation and design layout records), Qwest will notify Customer and Customer will submit an updated Order Form.

4.2 Customer may request in an Order Form that, subject to the terms of Exhibit T, Qwest: (A) provide Local Access Services (defined below) on the Qwest Domestic Network; or (B) 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) will 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 will 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 will provide Customer notice that a Service is ready for Customer's acceptance by delivering to Customer a service acceptance letter. Customer will be deemed to accept the Service on the Start of Service Date. As used herein, the "Start of Service Date" is the earliest to occur of: (A) the date that Customer places live traffic on the Service; or (B) 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 (5th) 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 will take such reasonable action as is necessary to correct any such non-compliance and will notify Customer that the Service is ready for acceptance, thereby restarting the process described in this Section 5.1.

6. CUSTOMER OBLIGATIONS; PAYMENT.

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QWAVE® PRIVATE LINE SERVICE EXHIBIT
WHOLESALE/ENHANCED SERVICES AGREEMENT

6.1 Qwest will invoice Customer all Service MRCs in advance and all Service NRCs in arrears in accordance with this Exhibit W, Exhibit W2, and any QWave Quote Form. 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 will 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.

6.2 Customer will pay 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 will 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 will 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 more than ten percent (10%) of the voice or data traffic that it will carry using the Service will be interstate in nature (i.e., terminates 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 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 will pay Qwest a cancellation fee for each cancelled circuit in an Order Form, in the amount indicated in the Order Cancellation Charges defined in Exhibit W2. Customer will also pay all third-party charges incurred in connection with the cancelled Service through the date of cancellation, including any third-party cancellation and/or termination charges.

7.2 If Customer cancels an accepted Order Form on or after the Customer Commit Due Date but before acceptance in accordance with Section 5, Customer will 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 will be difficult or impossible to determine. 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 before expiration of the full Service Term by providing Qwest with thirty (30) calendar days prior written notice of termination. Upon receipt by Qwest of a written request to disconnect an installed Service before the end of the applicable Service Term, Qwest will 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 will 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 period of time, as indicated in the Order Form (the "Service Term"). As a result, if Customer terminates a Service after the Service Start of Service Date, this Exhibit W, or the Agreement for reasons other than for Cause, Customer will pay to Qwest the Termination Liability Charges (defined in Exhibit W2) for each terminated Service, which will be at once due and payable by Customer and may be collected by Qwest from Customer as a single amount.

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QWAVE® PRIVATE LINE SERVICE EXHIBIT
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8.3 Qwest and Customer agree that Qwest's damages in the event of Service termination will be difficult or impossible to determine. 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. ACCEPTANCE CRITERION.

9.1 The acceptance criterion is to demonstrate a bit error rate ("BER") of 10^{-12} between POP to POP locations, 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.

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 Circuit Availability.

(A) Customer will, subject to the terms, exclusions, and restrictions described in this section, be entitled to receive from Qwest a credit, as outlined in Section 10.3 below, if the availability (Circuit Availability) of a circuit for any calendar month falls below the percentage shown in the relevant credit schedule included in this section ("Outage Credit"). The credit schedule provides availability objectives and related remedies.

(B) Circuit Availability objectives and related remedies are provided for local access or tail circuits used in connection with the Service only if these are on Qwest-owned or provided network facilities.

(C) For purposes of this SLA, the Service will be deemed to be unavailable to Customer only if the Service on a particular circuit ("Affected Service") is subject to an interruption (other than noted herein) that results in the total disruption of the Service ("Outage").

(D) The credit to which Customer may be entitled under this section will be equal to the applicable percentage of Customer's monthly recurring charges ("MRC") for the Affected Service after application of any credits or discounts ("Eligible Service Charges"). The credit will not include credits on any other MRCs charged to Customer for any other service.

(E) Circuit Availability is the measure of Service, expressed in percentage, calculated as Total Time minus Outage Time divided by Total Time. For the purpose of this definition, "Total Time" is the number of seconds in a calendar month. "Outage Time" is the time in seconds the Service has had an "Outage."

(F) For protected or dual path Service, Outage Time includes only the amount of time in seconds that both Service paths experience concurrent Outage Time. If at any given time any one of the two paths is available it will not be deemed Outage Time.

10.3 Outage Credits.

(A) Intercity (Long Haul) Circuits.

(1) Unprotected Single Path. Qwest provides Service on Qwest-owned network facilities using a single path providing two-fiber hand off to the Customer at Qwest-designated hand off points.

Credit Schedule for QWave Service		
Circuit Availability		Amount of Credit (as a % of the Eligible Circuit Charges for the Affected Circuit)
Upper Level	Level	
100%	99.90%	0%
<99.90%	99.70%	5%
<99.70%	99.20%	10%

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<99.20%	98.50%	25%
<98.50%	0%	50%

(2) Unprotected Dual Paths. Qwest provides Service on Qwest-owned network facilities using two diversely routed paths and providing four fiber hand off to the Customer at Qwest-designated hand off points.

Credit Schedule for QWave Service		
Circuit Availability		Amount of Credit (as a % of the Eligible Circuit Charges for the Affected Circuit)
Upper Level	Level	
100%	99.99%	0%
<99.99%	99.90%	5%
<99.90%	99.70%	10%
<99.70%	99.50%	25%
<99.50%	0%	50%

(B) Metro Circuits.

(1) Unprotected Single Path. Qwest provides Service on Qwest-owned network facilities using a single path providing two fiber hand off to the Customer at Qwest-designated hand off points.

Credit Schedule for QWave Service		
Circuit Availability		Amount of Credit (as a % of the Eligible Circuit Charges for the Affected Circuit)
Upper Level	Level	
100.0%	99.90%	0%
<99.90%	99.70%	5%
<99.70%	99.20%	10%
<99.20%	98.50%	25%
<98.50%	0%	50%

(2) Unprotected Dual Paths. Qwest provides Service on Qwest-owned network facilities using two paths, diversely routed, and providing four fiber hand off to the Customer at Qwest-designated hand off points.

Credit Schedule for QWave Service		
Circuit Availability		Amount of Credit (as a % of the Eligible Circuit Charges for the Affected Circuit)
Upper Level	Level	
100%	99.999%	0%
<99.999%	99.99%	5%
<99.99%	99.90%	10%
<99.90%	99.50%	25%
<99.50%	0%	50%

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(3) Core Protected. Qwest provides Service on Qwest-owned network facilities using diversely routed dual paths between Qwest-designated on-net locations along with protection switching and providing two fiber hand off to the Customer at Qwest-designated hand off points.

Credit Schedule for QWave Service		
Circuit Availability		Amount of Credit (as a % of the Eligible Circuit Charges for the Affected Circuit)
Upper Level	Level	
100%	99.99%	0%
<99.99%	99.90%	5%
<99.90%	99.70%	10%
<99.70%	99.50%	25%
<99.50%	0%	50%

(C) The Outage Credit will apply to the MRCs for the portion of the Service affected by an Outage ("Eligible Monthly Recurring Charge of Affected Services"), but 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 seconds. An Outage will be deemed to begin when Customer provides verifiable notice 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 not constitute an Outage.

10.4 To receive an Outage Credit under this SLA, Customer must: (A) enter a trouble ticket at the time of the Outage by contacting National Network Service ("NNS") at 1-866-874-6790 (or by such other means as may be specified by Qwest from time to time); (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 Service month in which the requisite Outage occurred. If Customer fails to comply with the conditions set forth in this Section 10, Customer will waive its right to Outage Credits for Outages in that month.

10.5 Customer must submit a written request for Outage Credits within thirty (30) calendar days of the end of the calendar month in which the Outage occurs, to Qwest via email to Wholesale.billing@qwest.com, or via Qwest's Online Dispute Management tool. Information regarding the Online Dispute Management tool can be found on the Qwest wholesale Web site located at <http://www.qwest.com/wholesale/systems/odm.html>. If Customer is unable to submit the dispute via either the Online Dispute Management Tool or email, Customer will e-fax to 1-303-383-8134. The written request notice must include: (A) Customer's name; (B) the circuit identification number for the Affected Service; (C) the trouble ticket number issued by NNS; and (D) the duration of the Outage. Outage Credits for any calendar month must exceed twenty-five dollars (\$25.00) per Affected Service to be processed. Qwest will not provide a credit to Customer for an Affected Service that exceeds the monthly recurring charge.

10.6 All approved Outage Credits will be credited on the next monthly invoice for the affected Service after receipt of Customer's request for credit and Qwest's approval of the Outage Credit. The total of all Outage Credits applicable to, or accruing in, any given month will not exceed the amount payable by Customer to Qwest for that same month for such Service.

10.7 The Outage Credits described in this section are Customer's sole and exclusive remedy for any Outage or other disruption of Service, and no Outage or other disruption may be construed as a default or Cause under this Exhibit W. No other service or performance guarantees or credits will apply to the Services.

10.8 [Reserved for Future Use]

SERVICE EXHIBIT W
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10.9 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 Normal Maintenance or rearrangement purposes, Urgent Maintenance (but Qwest will attempt to restore Service as soon as is reasonably practicable), or Customer's release of 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;
- (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: (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 will refer to Eastern Time. Qwest may change the designated maintenance windows upon notice (via email or any other notice).

11.2 "Urgent Maintenance" means efforts to correct Qwest Domestic Network conditions that 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 will 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 "InterOffice Channel" refers to the Qwest network between the POPs.

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

**SERVICE EXHIBIT W
QWAVE® PRIVATE LINE SERVICE EXHIBIT
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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 operations, administration, maintenance, and provisioning.

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

1. Parties; Definitions. The rates for the Services herein apply to Qwest's Qwave Private Line Service. 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 Exhibit W or this Exhibit W2, capitalized terms will have the definitions assigned to them in the Agreement.

2. Pricing. The prices quoted for the Service are from Location A to Location Z. 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 location. Customer will pay: (A) the following MRCs; and (B) the following NRCs, for the QWave Private Line Service designated in Table 1 below.

Table 1

Location A	Location Z	Bandwidth	Service Term	MRC	Installation NRC
		1GbE			
		2.5G			
		10G			
		10GbE			

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

3. Expedite Order Charges. If Customer requests expedited delivery of the Service, Customer will be charged a \$550.00 Expedite Order Charge for each expedited Service. Any charges related to expedited delivery of local access circuits for the Service ordered will be separately charged.

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

4. Order Cancellation Charges. 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 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 a \$1,000.00 Order Cancellation Charge for each circuit in an Order Form for which Customer requests cancellation:

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.

5. Termination Liability Charges.

For all QWave Private Line Services and related ancillary services, Customer will pay to Qwest:

(A) all rates, fees and charges which accrue under Exhibit W and this Exhibit W2 for each Service up through the date of termination, plus;

(B) 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) consecutive months of the Service Term; plus
2. Thirty-five percent (35%) of the MRC for the remaining months beyond the first twelve (12) consecutive 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 will be referred to as the "Termination Liability Charge."

EXHIBIT W2
QWAVE® PRIVATE LINE SERVICE RATE SCHEDULE
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6. Order Change Charges. If Customer requests any changes to a Service order, Customer will be charged a ~~\$1,000.00 Order Change Charge~~ for each circuit in an Order Form for which Customer requests a change:

7. Extended Wiring Charges. If Customer requests Qwest to perform extended wiring services, Customer will pay a non-recurring charge for each circuit, which will be determined by Qwest on an individual case basis, 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 T
LOCAL ACCESS SERVICE
WHOLESALE/ENHANCED SERVICES AGREEMENT**

1. **General.** Qwest will provide Qwest Local Access service ("Service") pursuant to the terms and conditions of the Agreement and this Exhibit T. Except as set forth in this Exhibit T, capitalized terms will have the definitions assigned to them in the Agreement.

2. **Definitions.**

"Building Owner" means the owner, operator or landlord of a building where On-Net Access is located.

"CO Meet Point" means Leased Access at a third party local access provider Central Office ("CO") when Customer has a dedicated connection to the CO.

"Collocation" means Customer has leased space in a QPOP, a remote collocation site, or a collocation hotel per a valid Exhibit Collo.

"Construction" means special construction that Qwest determines is necessary to extend Service to a Customer-requested demarcation point not covered by Extended Wiring or other activities that may cause Qwest to incur expenses in connection with provisioning the Service.

"Cross-Connect" means an intra-POP connection between certain Customer facilities with direct access (via Qwest-provided Collocation or Direct Connection) to the Qwest Domestic Network (either located within Qwest's transport area or Qwest's Collocation area) and the Qwest backbone access point.

"Customer Provided Access" or "CPA" means Customer orders its own local access from a third party telecommunications provider to connect Customer's premises to the Qwest Domestic Network at a Demarcation Point specified by Qwest.

"Demarcation Point" means: (a) the physical interface between the Qwest Domestic Network and Customer's telecommunications equipment; or (b) the physical interface between a third party carrier connecting the Qwest Domestic Network to Customer's telecommunications equipment.

"Direct Connect" means Qwest in its sole discretion allows Customer to bring its own fiber directly to the Qwest fiber per a valid Exhibit DC.

"Estimated Availability Date" means Qwest's target date for the delivery of a Service.

"Ethernet Local Access" means Qwest Provided Access or Customer Provided Access using Ethernet technology. Ethernet Local Access is available at bandwidths varying from 1 Mbps to 1,000 Mbps (1G).

"Leased Access" means local backbone access circuits ordered and leased by Qwest from another carrier (specific carrier chosen is at the discretion of Qwest).

"On-Net Access" means local backbone access circuits provided solely on Qwest-owned and operated facilities.

"Qwest Domestic Network" means the Qwest Communications Corporation interexchange network or backbone located within the continental U.S. which is comprised only of physical media, including switches, circuits, and/or ports that are owned and operated by Qwest.

"Qwest Point of Presence" or "QPOP" means a Qwest-owned physical point of presence that lies directly on the Qwest Domestic Network where direct interconnection between the Qwest Domestic Network and the third party local access provider's network is possible.

"Qwest Provided Access" means either Leased Access or On-Net Access.

"Service Address" means the building where Customer receives the Service. Only a building that is classified by Qwest as a business address can be a Service Address.

"Special Access" means Qwest Provided Access or Customer Provided Access using Digital Signal bandwidths DS0 (Leased Access only), DS1, and DS3 or Optical Carrier signal bandwidths OC3, OC12, OC48, and OC192.

"Start of Service Date" means the earliest to occur of: (i) the date on which Customer begins to utilize the Service for transport of live traffic, or (ii) five days following the date on which Service is made available for use by Customer unless Customer notifies Qwest before this date, that the Service or the Qwest interexchange carrier service or IP service on the Qwest Domestic Network ("Dedicated Service") associated with the Service does not meet the applicable performance specifications, if any. In the event that Customer notifies Qwest that the Service or the associated Dedicated Service fails to meet the performance specifications, Qwest will use reasonable efforts to remedy such failure and will provide an updated Estimated Availability Date.

"Wavelength Local Access" means Qwest Provided Access or Customer Provided Access using wave division multiplexing technology available in bandwidths of 1G, 2.5G and 10G.

3. **Service Description and Availability.**

3.1 Types of Service. Qwest provides three types of Qwest Local Access Service:

- (a) Qwest Provided Access, which may be either Leased Access or On-Net Access. Both Leased Access and On-Net Access are generally available as Special Access, Ethernet Local Access, and Wavelength Local Access at the bandwidths listed in the definitions for those access types. Leased Access is also generally available as CO Meet Point. Customer may request a specific local access provider for Leased Access and Qwest will attempt to use the requested provider, but both final routing and the local access carrier used will be at Qwest's sole discretion.
- (b) Customer Provided Access. Customer will pay a CPA charge to Qwest when using: (i) Special Access CPA dedicated facilities or Ethernet Local Access CPA VLAN, both of which are dedicated entrance facilities Qwest leases from a third party local access provider;

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or (ii) Ethernet Local CPA POP, which requires Qwest to provide space and power for the third party local access provider to install Ethernet equipment; or (iii) Wavelength Local Access. The CPA will be the responsibility of the customer and Qwest will not pay for or troubleshoot components of the CPA.

- (c) Cross-Connect Services. Customer must have a valid Exhibit Collo or a valid Exhibit DC with Qwest to receive Cross-Connects. All Direct Connects require: (i) splicing of Customer and Qwest fibers; (ii) cross-connection of individual circuits; and (iii) an executed Exhibit DC.

3.2 Types of Service Technology. Qwest uses the following three different technologies to provide Service. Some technologies or speeds may not be available in all areas or with certain types of Service.

- (a) Special Access. Special Access at the DS-0 bandwidth is not available as On-Net Access and is only available as Leased Access.
- (b) Wavelength Local Access.
- (c) Ethernet Local Access. Installation and capacity of the Ethernet Local Access service are on a "best efforts" basis. Construction requirements may cause long installation intervals. Similarly, distance and the availability of Ethernet-supported facilities from the carrier may limit capacity.

3.3 The Service provides the physical connection between the Service Address and the Qwest Domestic Network. The Service includes the installation of any entrance cable or drop wire to that suitable point where provision is made for termination of Qwest's outside distribution network facilities at a Customer-designated Service Address. The Service will extend to, and include, the equipment maintained by Qwest at the termination point of the local loop at the applicable Service Address (i.e., Demarcation Point), but will not include customer premises equipment, extended wiring, inside wiring, or other equipment not maintained by Qwest at a Service Address. All equipment owned by Qwest will remain the sole property of Qwest, and Customer expressly disclaims any right, title, or interest in or to any Qwest equipment or property, or in that of any of Qwest's affiliates, customers, end-users, agents, or licensees located within the QPOP or elsewhere. Any additional terminations beyond the Demarcation Point are the sole responsibility of Customer. Customer will provide Qwest with any Building Owner authorization necessary to complete installation of On-Net Access Service, in a form reasonably acceptable to Qwest. Under no circumstances will Qwest provide Service to a residential address, even if business is conducted at such residential location. Customer may purchase the Service only in connection with Customer's use of Qwest interexchange carrier services or information services on the Qwest Domestic Network for which a local loop is required. This Service is not a standalone service; Customer may purchase the Service only in connection with Customer's use of Qwest Domestic Network services. For standalone special access, please refer to the Metro Private Line service. Customer warrants that more than 10% of the voice or data traffic it will carry over the Service will be interstate in nature (i.e., will terminate in a state other than the state in which the traffic originates).

4. Ordering of Local Access Services.

4.1 Qwest will provide the Service only if: (a) Customer submits a valid, accurate Order Form; (b) adequate capacity is available; and (c) Qwest accepts the Order Form. All Order Forms and Service ordered thereby will be governed by the terms and conditions set forth in the Agreement and this Exhibit T. Qwest may delay, reject, or terminate any Order Form in its reasonable discretion before it delivers the ordered Service.

4.2 Upon accepting an Order Form, Qwest will notify Customer of the Estimated Availability Date of each Service. Once Qwest notifies Customer of the Estimated Availability Date for Service, Cancellation charges set forth in section 6 below will apply to any cancellation of the order. Qwest will use commercially reasonable efforts to install each Service on or before the Estimated Availability Date, but a failure to deliver Service by that date will not be a default under the Agreement or this Exhibit T.

5. **Term.** The term of any Service begins on its Start of Service Date and continues for the number of months specified in the Qwest accepted Service Order Form, including any month-to-month continuation (the "Service Term"), which in no event will be less than twelve months from the Start of Service Date ("Minimum Service Term"). Upon expiration of the originally stated Service Term, such Service will automatically renew on a month-to-month basis under the terms and conditions of this Exhibit at the then-current rates for such Service until (i) the Service Term is extended for a specific period of time pursuant to an accepted Order Form or written amendment; (ii) the Service is terminated by either Party upon thirty (30) days notice or (iii) termination of this Service Exhibit or the Agreement in accordance with their terms.

6. Cancellation and Termination.

6.1 On-Net or Leased Access Cancellation Before the Start of Service Date.

(a) If Customer cancels an On-Net Access or Leased Access circuit for which no Construction by Qwest is necessary before the Start of Service, Customer will pay the cancellation fee identified below based upon the bandwidth of the On-Net Access or Leased Access Service terminated:

<u>On-Net or Leased Access Service Bandwidth†</u>	<u>Before Start of Service Cancellation Fee</u>
DS-0 (Leased Access only), DS-1, Ethernet Local Access speeds up to 5 Mbps	\$150 NRC
DS-3, OC-n, Ethernet Local Access speeds greater than 5 Mbps, all Wavelength Local Access speeds	\$500 NRC

†Includes all types of Service Technology unless otherwise noted.

(b) If before the Start of Service, Customer cancels an On-Net Access or Leased Access circuit for which Customer accepted a Construction fee, Customer will pay (i) the cancellation fee identified below based upon the bandwidth of the On-Net Access or Leased Access Service terminated, (ii) Construction charges, and (iii) any Qwest-incurred cost to provide the Service. But if Qwest notifies Customer that Construction is required to provision Service and Customer cancels Service on that particular circuit because Customer does not approve such Construction, Qwest will not charge a cancellation charge for canceling Service on that particular circuit.

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On-Net or Leased Access Service Bandwidth†	Before Start of Service Cancellation Fee
DS-0 (Leased Access only), DS-1, Ethernet Local Access speeds up to 5 Mbps	\$150 NRC
DS-3, OC-n, Ethernet Local Access speeds greater than 5 Mbps, all Wavelength Local Access speeds	\$500 NRC

† Includes all types of Service Technology unless otherwise noted.

6.2 **Termination of Service after the Start of Service Date.** If this Exhibit or a particular Service is terminated for reasons other than by Customer for Cause, before the conclusion of the Minimum Service Term of the Service, Customer will pay: (a) all accrued and unpaid charges for the terminated Service provided through the effective date of the termination; (b) the amount of any nonrecurring charges that Qwest discounted or waived; (c) all installation or Construction costs and expenses incurred by Qwest to install such Service, if applicable; and (d) a "Termination Charge" as set forth herein. The Termination Charge for Services not requiring Construction is: (i) 100% of the balance of the MRCs that otherwise would have become due for the unexpired portion of the first twelve months of the ordered Service Term, if any, for the terminated Service, plus (ii) 35% of the balance of the MRCs that otherwise would have become due for the unexpired portion of the ordered Service Term, if any, beyond the first twelve months of the ordered Service Term. The Termination Charge for Services requiring Construction will be 100% of the balance of the MRCs that otherwise would have become due for the unexpired portion of the ordered Service Term.

6.3 **Upgrades for Qwest Provided Access Service.** Notwithstanding anything to the contrary in Section 6.2 above and subject to availability, Customer will not be required to pay Termination Charges when Customer upgrades existing Qwest Provided Access (the "Existing QPA Service") with new Qwest Provided Access Service along the same physical route and at a higher port speed (the "Upgraded QPA Service"), but Customer must pay for Construction or other third-party charges related to the Existing QPA Service, if any, not paid previously by Customer. The Upgraded QPA Service will have a new Minimum Service Term beginning on the date of installation.

6.4 **Termination of Connectivity to Customer Provided Access after the Start of Service Date.** Customer acknowledges that Qwest cannot disconnect or terminate Customer ordered CPA. Therefore, in order for Qwest to process a Customer disconnect Order Form for connectivity to Customer Provided Access, Customer must first provide Qwest with the written Disconnect Firm Order Confirmation ("DFOC") notice(s) from the respective CPA provider. If Customer fails to provide the DFOC, then, in addition to all amounts owing pursuant to Section 6.2 above, Customer will remain liable for all applicable MRCs and charges for the connectivity to CPA (regardless of whether or not it is useable by Customer) until (i) Customer furnishes the required DFOC or (ii) either party terminates the associated CPA with the local access carrier, even if such time extends beyond the originally scheduled Service Term for the CPA Associated Service.

If Customer fails to provide Qwest with the appropriate written DFOC notice within thirty calendar days from receipt of the disconnect Order Form for CPA connectivity or Qwest disconnects Customer for non-payment or material breach of the Agreement or this Service Exhibit, then Qwest may disconnect the CPA or require the CPA provider to do the same.

7. Charges and Payment.

7.1 Customer will pay the monthly recurring charges (MRCs) and non-recurring charges (NRCs) set forth in the applicable Qwest-accepted Order Form (based upon pricing from Qwest's Q.pricer@ local access pricing tool) for each Local Access Service. For all Local Access Services for which pricing is unavailable on Qwest's Q.pricer local access pricing tool (including but not limited to Construction, etc.) or for which special rates are negotiated and agreed upon by the Parties, Customer will pay all MRCs and NRCs set forth in the special pricing Attachment T-2 hereto. During the provisioning of Service, Qwest may also charge Customer any additional NRCs that Qwest incurs to provide the Service, but Qwest will notify Customer of any such additional charges. Within one business day of notice from Qwest of the additional NRCs, Customer will notify Qwest that Customer either: (i) wishes to cancel the applicable Service order; or (ii) will pay the additional NRCs.

7.2 Customer will pay all applicable charges for ancillary services that are provided in conjunction with Service. Such additional ancillary charges, which will be identified in Qwest's Q.pricer local access pricing tool, may include (but are not limited to) the following examples:

- (a) "Construction" charges may include, but are not limited to, Construction and other expenses that Qwest may incur in connection with provisioning the service (e.g., special arrangements of LEC facilities or equipment required to activate the Service). The need for Construction is at Qwest's discretion.
- (b) "Extended Wiring" applies to additional wiring required for Service orders where the Demarcation Point is not located in the same location as the Qwest demarcation point;
- (c) "Local Loop Change Fee" applies to orders where the Customer requests that Qwest move a circuit to a different Service Address within the same Customer serving wire center;
- (d) "Local Loop Expedite" applies to orders where Customer requests the delivery of Service one or more days before Qwest's standard interval delivery date;
- (e) "Local Loop Move" applies when the Customer requests that Qwest move a circuit to a different Service Address that is not within the same Customer serving wire center as the existing circuit. A Local Loop Move will be deemed a disconnect of the current circuit and a new install of a new circuit.
- (f) "Multiplexing" is offered at Customer's request and where available. Qwest will multiplex lower level local access circuits into a higher local access circuit, or vice-versa, for an additional charge.

8. Miscellaneous.

8.1 **Restrictions.** Customer will not purchase Service except in conjunction with another Qwest service on the Qwest Domestic Network. Qwest may terminate any Service lacking such a relation.

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8.2 Building Owner. Customer understands that a Building Owner is not a party to this Agreement and is not providing services to Customer. Customer expressly waives all claims against a Building Owner arising out of this Service Exhibit or the Agreement. Any rights or remedies that Customer may have against a Building Owner will be as set forth in, or arising out of, an agreement expressly between Customer and such Building Owner. For purposes of this Section, Building Owner will not include Qwest.

8.3 Additional CPA Requirements. If Customer multiplexes or subrates (i.e., transmits lower capacity channels within a single higher capacity facility) any Customer Provided Access and provides such services to third parties, Customer will provide Qwest all information Qwest requests to maintain its network. Such information may include, but is not limited to, all customer design and billing account information to enable Qwest to issue necessary Access Service Requests to perform the requested maintenance and/or rearrangements. Customer will provide such information to Qwest within thirty (30) days of Qwest's request for the information.

9. **Scheduled Maintenance.** Qwest will use commercially reasonable efforts to notify Customer of planned Service-affecting activities five (5) or more days before such activities. Qwest's failure to so notify Customer will not be a breach of this Service Exhibit or the Agreement.