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

Mark S. Reynolds
Senior Director - Regulatory
Policy and Law

STATE OF WASH.
UTIL. AND TRANSP.
COMMISSION

February 25, 2005

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

Attn: Kathy Folsom

RE: WAC 480-146-350 Affiliated Interest Agreement

Dear Ms. Washburn:

In accordance with WAC 480-146-350, Qwest Corporation is filing notification of the enclosed affiliated interest agreement between Qwest Corporation ("QC") and Qwest Communications Corporation ("QCC"). This is a new agreement for services that QCC will provide to QC entitled Qwest Total Advantage Agreement.

Please call Joyce McDonald on 206-345-1514 if you have any questions or require any additional information.

Very truly yours,

A handwritten signature in black ink that reads "Joyce McDonald". The signature is fluid and cursive.

for Mark Reynolds

Enclosure

QWEST TOTAL ADVANTAGE® AGREEMENT

This Qwest Total Advantage Agreement ("Agreement") is between Qwest Communications Corporation ("Qwest" or "QCC") and Qwest Corporation ("Customer") and is effective on the date Qwest signs it ("Effective Date"); 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. Customer's current address, facsimile number, and person designated for notices are: 1600 Seventh Avenue, Room 3008, Seattle, Washington 98191, Facsimile No: (206) 345-9001 and Attn: Joyce McDonald. Capitalized terms in this Agreement are defined where they appear or in the Definitions Section. The offer contained in this document is only valid through March 21, 2005 and will expire if Customer does not execute and deliver the Agreement to Qwest on or before that date.

CUSTOMER: QWEST CORPORATION

QWEST COMMUNICATIONS CORPORATION

By: [Signature]

By: [Signature]

Name: Rodney Miller

Name: Pamela J. Stegora Aberg

Title: Vice President - Finance

Title: Vice President - Customer Service Operations

Date: 2/24/05

Date: 2/23/05

1. **Services.** Qwest will provide, and Customer will purchase, the services ("Services") set forth in service exhibits attached hereto ("Service Exhibits"). If Qwest Interprise America, Inc.'s ("QIA") CPE Terms are attached to this Agreement, the QCC signature on this Agreement means that QCC is acting as QIA's agent for those terms. The description, monthly recurring charges ("MRCs"), nonrecurring charges ("NRCs"), usage charges, service level agreement, minimum service term, and cancellation charges for a Service are set forth in the Service Exhibit. The Local Access Service Exhibit must be included when Qwest coordinates Customer's local access (except for OneFlex™ Integrated Access Service). If the Local Access Service Exhibit is not included in this Agreement, Customer will be solely responsible for all local access and all associated costs. Customer represents and warrants that it will not resell the Services. The Service Exhibits attached hereto as of the Effective Date are:

• **QWEST INTEGRATED MANAGEMENT SERVICE**

2. **Term; Commitment.** Customer's "Revenue Commitment," and "Initial Term" are: \$148,800/year; three year; (Code: 190000). At the end of the Initial Term, this Agreement will automatically renew under the same terms for consecutive renewal periods equal to the Initial Term (a "Renewal Term") if not terminated earlier in accordance with this Agreement. The Initial Term and each Renewal Term are referred to as the "Term."

3. **Contributory Charges.** Customer's aggregate Contributory Charges must equal or exceed the Revenue Commitment during each Measurement Period. Customer authorizes Qwest, its Affiliates, or its agents to use billing information to measure Customer's Revenue Commitment. If Customer fails to meet its Revenue Commitment, Customer, upon the request of Qwest, must pay Qwest a Shortfall charge. Contributory Charges for a particular Measurement Period will not be used to meet the Revenue Commitment in another Measurement Period. Contributory Charges are calculated using the rates before the application of discounts unless this Agreement expressly provides otherwise.

4. **Payment.** Customer must pay Qwest all charges within 30 days from the invoice date. Any amount not paid when due will be subject to late interest at the lesser of the rate of 1½% per month or the highest rate permitted by applicable law. Customer must also pay Qwest any applicable Taxes assessed in connection with Customer's Services. Qwest may in its sole discretion modify the payment terms or require other reasonable assurance of payment if Customer has failed to pay any invoice when due or there is a material and adverse change in Customer's financial condition.

5. **Disclaimer of Warranties.** EXCEPT AS MAY BE SPECIFICALLY SET FORTH IN THIS AGREEMENT OR IN A SERVICE EXHIBIT, THE SERVICES ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY QWEST, ITS AFFILIATES, AGENTS, OR CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES WILL CREATE ANY WARRANTY. CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICES AND THE INTERNET AND ACCESSES THE SAME AT ITS OWN RISK. QWEST EXERCISES NO CONTROL OVER AND DISCLAIMS ANY RESPONSIBILITY FOR THE CONTENT ACCESSIBLE OR ACTIONS TAKEN ON THE INTERNET. QWEST DISCLAIMS: (A) ANY LIABILITY FOR LOSS, DAMAGE, OR INJURY TO ANY PARTY AS A RESULT OF ANY CPE DEFECTS; AND (B) ALL WARRANTIES FOR CPE.

6. **Limitation of Liability.**

(a) NEITHER PARTY, ITS AFFILIATES, AGENTS, OR CONTRACTORS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, RELIANCE, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR FOR ANY LOST PROFITS OR REVENUES OR LOST DATA OR COSTS OF COVER RELATING TO THE SERVICES OR THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED. WITH REGARD TO ANY SERVICE RELATED CLAIM BY CUSTOMER FOR DAMAGES THAT IS NOT LIMITED BY THE PRECEDING SENTENCE, CUSTOMER'S EXCLUSIVE REMEDIES FOR SUCH CLAIM WILL BE LIMITED TO: (A) THOSE REMEDIES SET FORTH IN THE APPLICABLE SERVICE LEVEL AGREEMENT; OR (B) IF NO SERVICE LEVEL AGREEMENT APPLIES TO THE AFFECTED SERVICE, THE TOTAL MRCs OR USAGE CHARGES PAID BY

QWEST TOTAL ADVANTAGE® AGREEMENT

CUSTOMER TO QWEST FOR THE AFFECTED SERVICE IN THE ONE MONTH IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CLAIM. EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL MRCs AND USAGE CHARGES PAID BY CUSTOMER TO QWEST UNDER THIS AGREEMENT IN THE THREE MONTHS IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CLAIM ("DAMAGE CAP"). Notwithstanding the foregoing, the limitation of liability in this Section and the Damage Cap will not apply to: (c) a party's indemnification obligations; and (d) Customer's payment obligation for all charges under this Agreement, including without limitation, Service charges, Taxes, interest, Shortfall charges, Early Termination Charges, and Service cancellation charges.

(b) Any claim or dispute out of or relating to this Agreement must be brought within two years after the cause of action arises.

7. Personal Injury, Death, and Property Damage. Each party will be responsible for the actual, physical damages it directly causes to the other party in the course of its performance under this Agreement, limited to damages resulting from personal injury or death to a party's employees (if not covered under applicable workers' compensation laws) and loss or damage to a party's personal tangible property arising from the negligent acts or omissions of the liable party. Damages under this Section will be subject to the limitation of liability in this Agreement but not the Damage Cap.

8. Indemnification. Each party will defend and indemnify the other party, its Affiliates, agents, and contractors against all third party claims, liabilities, costs, and expenses, including reasonable attorneys' fees, involving personal injury or death to persons or loss or damage to personal tangible property resulting from the gross negligence or willful misconduct of the indemnifying party; provided, however, the foregoing indemnification will not apply to any claims made by employees that are covered under applicable workers' compensation laws. Furthermore, Customer will defend and indemnify Qwest, its Affiliates, agents, and contractors against all third party claims, liabilities, costs, and expenses, including reasonable attorneys' fees, arising from or related to the use, modification, or resale of the Services by Customer or End Users, including any violation of the AUP.

9. Termination. Either party may terminate a Service in accordance with the applicable Service Exhibit. Either party may terminate this Agreement: (a) by providing written notice of termination to the other party at least 60 days prior to the expiration of the then current Term; or (b) for Cause; provided that if Customer is terminating this Agreement for Service related claims, Cause exists where there is cause to terminate all or substantially all of the Services in accordance with the applicable service level agreements or Service Exhibits. If Customer terminates this Agreement under subsection (a) of the immediately preceding sentence before the expiration of any individual service term for a particular Service described in a Service Exhibit, the applicable Cancellation Charge for the Service will apply. If, prior to the conclusion of the Term, this Agreement is terminated either by Qwest for Cause or by Customer for any reason other than Cause, then Customer will also be liable for: (c) an Early Termination Charge; and (d) any applicable Service Cancellation Charges. Customer will remain liable for charges accrued but unpaid as of the termination date.

10. Confidentiality; Publicity. Neither party will, without the prior written consent of the other party disclose or use (except as expressly permitted by, or required to achieve the purposes of, this Agreement) the Confidential Information of the other party. Such consent may only be given on behalf of Qwest by its Legal Department. A party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under this Agreement, provided that the disclosing party gives the non-disclosing party reasonable prior written notice.

11. Dispute Resolution; Governing Law. Any dispute arising out of, or relating to, this Agreement will be settled by arbitration to be conducted in accordance with the Judicial Arbitration and Mediation Services ("JAMS") Comprehensive Arbitration Rules. The Federal Arbitration Act, 9 U.S.C. Sections 1-16, not state law, will govern the arbitrability of disputes. This Agreement will otherwise be governed by and construed in accordance with the laws of the State of New York, including Section 5-1401 of the New York General Obligations Law, but excluding any other New York choice-of-law provisions, except to the extent that the United States Communications Act of 1934 as amended or the telecommunications regulatory law of another jurisdiction applies to this Agreement. The costs of the arbitration, including the arbitrator's fees, will be shared equally by the parties; provided, however, that each party will bear the cost of preparing and presenting its own claims and/or defenses (including its own attorneys' fees). The venue for arbitration will be designated by the party not initiating the action with the exception of any billing collection disputes, which will be conducted in a location designated by Qwest or Denver, Colorado. The venue location designated must be in a metropolitan area in which JAMS offers its dispute resolution services. A single arbitrator engaged in the practice of law, who is knowledgeable about the subject matter of this Agreement, will conduct the arbitration. The arbitrator is bound to apply and enforce the terms of this Agreement. The arbitrator's decision will be final, binding, and enforceable in a court of competent jurisdiction. If a party is required to enforce compliance with this Section (including nonpayment of an award), then the noncomplying party must reimburse all of the costs and expenses incurred by the party seeking such enforcement (including reasonable attorneys' fees).

12. Notices.

(a) Required Notices. Except as otherwise provided herein, all required notices must be in writing and sent to Qwest at 1801 California Street, Suite 900, Denver, Colorado 80202; Facsimile #: (888) 778-0054; Attn.: Wholesale/Carrier Management Legal Department, and to Customer at its then current address as reflected in Qwest's records (if different than what is stated in the preamble); Attn.: General Counsel or other person designated for notices. Except as otherwise provided herein, all notices will be deemed given: (i) when delivered in person to the recipient named above; (ii) three business days after delivered via regular U.S. Mail; (iii) when delivered via overnight courier mail; or (iv) when delivered by facsimile so long as duplicate notification is also sent in the manner set forth in subsection (ii).

(b) Service Termination Notices. Customer's notice of termination for Services must be sent via mail, facsimile or e-mail to: Qwest, Attn.: Dublin Service Center, GBM Disconnects, 6000 Parkwood Place, 5th Floor Disconnect Center, Dublin, OH 43017, FAX: 866.887.6633, e-mail: GBMdisconnects@qwest.com. Such termination will be effective 30 days after Qwest's receipt of the notice, unless a longer period is otherwise required.

13. General. Customer may not assign this Agreement or any of its rights or obligations under this Agreement without the prior written consent of Qwest, which consent will not be unreasonably withheld. Notwithstanding the foregoing: (i) subject to the prior credit review QC-OM Master QTA Net Rate Option Z 01 18 05 no exhibits (ML 02.01.05) to QC2 2

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and approval by Qwest of Customer's proposed assignee, Customer may assign this Agreement without prior written consent of Qwest to any Customer Affiliate, successor through merger, or acquirer of substantially all of its assets. This Agreement is intended solely for Qwest and Customer and it will not benefit or be enforceable by any other person or entity, including without limitation, End Users. If any term of this Agreement is held unenforceable, such term will be construed as nearly as possible to reflect the original intent of the parties and the remaining terms will remain in effect. Neither party's failure to insist upon strict performance of any provision of this Agreement will be construed as a waiver of any of its rights hereunder; provided, however, if Customer fails to comply with the timeliness in a service level agreement for claiming its rights to credit and/or termination, Customer will be deemed to have waived such rights. All terms of this Agreement that should by their nature survive the termination of this Agreement will so survive. In the event of a conflict in any term of any documents that govern the provision of Services hereunder, the following order of precedence will apply in descending order of control: a Service Exhibit, this Agreement, and any Order Form. Neither party will be liable for any delay or failure to perform its obligations hereunder if such delay or failure is caused by a Force Majeure Event. This Agreement, any applicable Service Exhibit, and any Order Forms accepted hereunder constitute the entire agreement between Customer and Qwest with respect to the subject matter hereof, and supersede all prior oral or written agreements or understandings relating to the subject matter hereof. Except for Service modifications initiated by Qwest or as set forth in a Service Exhibit, all amendments to this Agreement must be in writing and signed by the parties' authorized representatives. Qwest reserves the right at any time to reject any handwritten change to this Agreement.

14. Definitions.

"Affiliate" means any entity controlled by, controlling, or under common control with a party. Notwithstanding the foregoing, for purposes of this Agreement, Qwest and Customer shall be deemed not to be Affiliates of each other.

"Annual Period" means each twelve month period following the Effective Date.

"AUP" means the Qwest Acceptable Use Policy, which is posted at <http://www.qwest.com/legal/>.

"Cancellation Charge" means: (a) early termination charges that apply to a particular Service if the Service is terminated prior to the expiration of the service term as described in the Service Exhibit; and (b) charges incurred by Qwest from any third party provider.

"Cause" means the failure of a party to perform a material obligation under this Agreement, which failure is not remedied: (a) in the event of a payment default by Customer, within five days of separate written notice from Qwest notifying Customer of such default; or (b) in the event of any other material breach, within 30 days of written notice (unless a different notice period is specified in this Agreement).

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

"Contributory Charges" means: (a) all MRCs and usage charges for Services ordered under this Agreement after the Effective Date and incurred during the Term; (b) all MRCs and usage charges for Qwest Wireless Contributory Service, QCC Logic™, QCC Keynote Perspective™, and QCC Disaster Recovery ordered before or after the Effective Date under separate agreements and incurred during the Term; and (c) Service cancellation charges imposed by Qwest and paid by Customer. Contributory Charges do not include local access, third party provider, pass-through, CPE, and uncollectible charges; NRCs; Taxes; Audio Conferencing advanced feature charges; worldcard® payphone surcharges; other surcharges; issued credits; or other charges not specified as Contributory Charges under this Agreement.

"CPE" means any customer equipment, software, and/or other materials of Customer used in connection with the Service.

"CPNI" means confidential billing and usage-related information about the quantity, technical configuration, type, destination, location, and amount of use of Customer's telecommunications services.

"Early Termination Charge" means an amount equal to: (a) 100% of the Shortfall charge for the then current Annual Period in which the Agreement is terminated; plus (b) 35% of the total Revenue Commitment for any other Annual Period(s) remaining in the Term.

"End Users" means Customer's members, end users, customers, or any other third parties who utilize or access the Services or the Qwest network via the Services provided hereunder.

"Force Majeure Event" means an unforeseeable event beyond the reasonable control of that party, including without limitation: act of God, fire, flood, labor strike, sabotage, fiber cut not caused by Qwest, acts of terror, material shortages or unavailability, government laws or regulations, war or civil disorder, or failures of suppliers of goods and services.

"Measurement Period" means each Annual Period following the Effective Date.

"Order Form" means order request forms issued by Qwest.

"Qwest Wireless Contributory Service" means business wireless phone service provided by Qwest Wireless, L.L.C.

"Shortfall" means an amount equal to the difference between the Revenue Commitment and Customer's Contributory Charges paid during the Measurement Period.

"Taxes" means foreign, federal, state and local taxes, surcharges, and other similar charges.

Option Z Pricing Used (for Qwest Billing purposes)

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1. Definitions. Except as set forth in this Service Exhibit, capitalized terms will have the definitions assigned to them in the Agreement and any technical terms used herein will be defined as commonly understood in the Internet industry.

"CPE" means customer premises equipment.

"IPT Management" means Qwest provides IPT application management and monitoring of CPE supplied by Customer. Customer is required to maintain hardware maintenance and software subscription agreements with the respective CPE vendors.

"Out-of-Band" means a connection between two devices that relies on a non-standard network connection, such as an analog dial modem, which must be a Qwest certified 56k external modem.

"Start of Service Date" means the earliest to occur of the date on which Customer begins to utilize the Service or the date on which Service is made available to Customer.

2. Service Description. Qwest Integrated Management Service is a network support service provided by Qwest, which offers monitoring and management of CPE ("Service"). The Service does not include the underlying transport service, which is provided pursuant to a separate agreement, or any lab testing, lab modeling, or on-site work of CPE. The following management types are available:

2.1 Select Management. Includes: (a) 24x7 remote monitoring of supported CPE listed on the Integrated Management Order Form ("Service Devices"); (b) 24x7 remote monitoring of Customer's transport ports; (c) a network profile, including a current inventory of managed devices and network topology map; (d) fault management services, including fault detection, isolation, diagnosis, remote repair when possible; and (e) Customer notification and escalation as appropriate. The Service does not include the underlying transport service, which is provided pursuant to a separate agreement, or any lab testing, lab modeling, or on-site work of CPE.

2.2 Comprehensive Management. Includes all of the Select Management features as well as Service engineers which act as Customer's authorized agent in resolving all network problems including devices and transport. Other optional components may be available for selected Service Devices.

2.3 Internet Protocol Security ("IPsec") Tunnel Management. Includes all of the Comprehensive Management features as well as management of site-to-site IPsec virtual private network ("VPN") connectivity.

2.4 OneFlex IP Telephony ("IPT") Management. IPT Management service includes: (a) 24x7x365 remote monitoring of IPT site components and interfaces; (b) fault management services, including fault detection, isolation, diagnosis, remote repair when possible; (c) pro-active customer notification and escalation as appropriate; (d) engineering analysis; (e) pro-active management of Quality of Service ("QoS"); (f) management of dialing plans and moves, adds, and changes ("MACs"); (g) configuration management; (h) web based reports/ticketing/inventory/network map; and (i) network design verification service. OneFlex IPT Management is subject to the OneFlex Managed IPT Service Level Agreement posted on Qwest's web site at www.qwest.com/legal ("SLA"), which is effective as of the first day of the second month after installation of the initial Services. The SLA provides Customer's sole and exclusive remedy for service interruptions or service deficiencies of any kind whatsoever for the Service. Customer represents and warrants that as of the Effective Date of this Service Exhibit, and prior to both submitting the Order Form and receiving the Service, that Customer: (j) has had the opportunity to access and has in fact read the SLA; and (k) understands the SLA and the amount of SLA credits available therein. Qwest reserves the right to amend the SLA effective upon posting to the web site or other notice to Customer.

(a) The network design verification service performs remote load and stress testing on target network devices and evaluates the ability of those systems to support an IP telephony environment. In the event the analysis of the load and stress testing data determines Customer's network environment is unable to support IP telephony applications, and therefore Customer is unable to subscribe to the OneFlex Managed IPT service, a one time Nonrecurring Charge ("NRC") will be incurred by Customer for the network design verification service. In the event the analysis of the load and stress testing data determines Customer's network environment is able to support IP telephony applications, the network design verification service NRC will be waived.

(b) IPT Management service includes initial configuration of the Cisco Emergency Responder (if present) platform to handle emergency calls. Qwest will configure the emergency call numbers (such as 911) based on the street address at which the Service is initially installed so that Emergency Responder intercepts them, routes the calls to the public safety answering point ("PSAP"), and transforms the call as required to route the call and to enable the PSAP to call back the emergency caller if the initial call is disconnected. Customer will review, approve, and sign off on the configuration and environment prior to activating into production. Effective with the date the Customer authorizes, in writing, the configuration into production, all liability for its operation will shift to and be assumed by Customer.

(c) QWEST, ITS AFFILIATES, AGENTS, AND CONTRACTORS (INCLUDING WITHOUT LIMITATION, ANY SERVICE PROVIDER PROVIDING SERVICES ASSOCIATED WITH ACCESS TO 911 EMERGENCY SERVICE) WILL NOT HAVE ANY LIABILITY WHATSOEVER FOR ANY PERSONAL INJURY TO OR DEATH OF ANY PERSON, FOR ANY LOSS, DAMAGE OR DESTRUCTION OF ANY PROPERTY RELATING TO THE USE, LACK OF ACCESS TO OR PROVISION OF, 911 EMERGENCY SERVICE. IN ADDITION TO CUSTOMER'S INDEMNIFICATION OBLIGATIONS IN THE AGREEMENT, CUSTOMER AGREES TO DEFEND AND

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INDEMNIFY QWEST, ITS AFFILIATES, AGENTS, AND CONTRACTORS FROM ALL THIRD PARTY CLAIMS, LIABILITIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM OR RELATED TO 911 DIALING.

3. Term. The term of this Service Exhibit will commence upon the Effective Date of the Agreement (or, if applicable, an amendment to the Agreement if this Service Exhibit is added to the Agreement after its Effective Date) and continue for 36 months (the "Minimum Service Term"), which cannot be less than 12 months. Upon written notice to the other party at least 60 days prior to the conclusion of the Minimum Service Term, either party may terminate this Service Exhibit. In the absence of such prior written notice, this Service Exhibit will automatically renew and remain in effect on a month-to-month basis. The "Term" will include the Minimum Service Term and any automatic renewal term. If Service is terminated prior to the expiration of the Minimum Service Term for reasons other than a default by Qwest, then Customer will pay to Qwest: (a) all charges for Service provided through the effective date of such cancellation, and if Customer terminates all Service and/or the Service Exhibit prior to the expiration of the Minimum Service Term; (b) an early cancellation charge equal to 50% of the then-current MRCs for Services multiplied by the number of months, or portion thereof, remaining in the Minimum Service Term.

4. Rates. Qwest reserves the right to modify the rates and charges or change certain components of the Services upon not less than 30 days prior written notice to Customer; provided that Qwest may reduce the foregoing notice period, as necessary, if such modification is based upon Regulatory Activity. "Regulatory Activity" means any regulation and/or ruling, including modifications thereto, by any regulatory agency, legislative body or court of competent jurisdiction. The Service rates, before the application of discounts, will be used to calculate Contributory Charges. The Service is not entitled to the QTA Discount.

| Base Service | NRC | MRC per device |
|-----------------------------------|--------|-----------------|
| Select Management | \$0 | \$50 |
| Comprehensive Management | \$0 | \$100 |
| IPsec Tunnel Management | \$0 | \$150 |
| IPT Management | \$0 | \$15 (per port) |
| IPT - Network Design Verification | \$2500 | \$0 |

| Optional Service | NRC | MRC per device |
|---------------------------|-------|----------------|
| Unlimited Change Requests | \$0 | \$10 |
| 3 Hour MAC block | \$150 | \$0 |
| MLPPP Management | \$0 | \$5 |

5. Qwest Responsibilities.

5.1 Qwest will provide Customer with a non-exclusive Service engineer team, which will maintain a customer profile for the portion of the Customer's network where Qwest-managed devices reside. Qwest will work with the Customer to facilitate resolution of service-affecting issues. If onsite installation is required, Customer will be charged a one time NRC at Qwest's then prevailing rates for any such on-site services. Plug and play service installation intervals vary depending on network size and specific device types. For installations of less than 10 nodes, service installation will be completed no later than 10 days from the time the connecting Service circuit has been established and the necessary inventory information has been supplied by Customer, for each site. For large installations (>10 nodes) individual project plans will be created and used to manage the overall deployment.

5.2 Customer may submit, for no additional charge, a limited number of MAC requests via the Integrated Management web site: <https://nms.qwest.com>. The maximum number of requests is equal to two times the number of Service Devices comprising customer installed base (e.g., if Customer has 10 managed devices, Customer could submit a total of 20, 2 x 10 devices, MAC tickets per month across its entire base).

6. Customer Responsibilities.

6.1 Customer will, in a timely manner, provide all information and perform all actions reasonably requested by Qwest in order to facilitate installation of Service. For Out-of-Band management related to fault isolation/resolution, Customer will provide and maintain the POTS line(s) for each managed device. Additionally, Customer will provide a dedicated modem for each managed device.

6.2 For Comprehensive Management and IPsec Tunnel Management customers, Customer authorizes Qwest to act as the Customer's agent solely for the purpose of accessing Customer's transport services in order to provide the Service, pursuant to the attached Letter of Agency (attached hereto as Attachment 1). Customer must execute the Letter of Agency prior to Qwest providing the Service. Failure to do so will materially impair Qwest's ability to provide the Service and will be deemed cause for canceling the Service by Qwest.

6.3 Depending on transport type, Customer's managed devices must comply with the following set of access requirements: (a) for Service delivered via IP connectivity with Qwest iQ Networking - Internet Port and/or other public Internet service, devices must contain an appropriate version of OS capable of establishing IPsec VPNs; and/or (b) for Service delivered with Qwest Frame Relay Service ("FRS")/Asynchronous Transfer Mode ("ATM")/Private Line, Customer will provide at least one Qwest FRS Permanent Virtual Circuit ("PVC") from one of Customer's main routers to a Qwest management point of presence to accommodate remote management and

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monitoring. Service charges do not include fees associated with this PVC. Customer is responsible for the underlying FRS; and/or (c) for Service delivered with Qwest Private Routed Network ("PRN"), Customer will have the ability to route network management information to and from all other Customer devices within the Service. For large or critical networks, multiple Service management connections may be required.

6.4 Customer must provide: (a) a publicly routable valid IP address in order to establish the Service connection; and (b) a dedicated modem and dial-up line in order to receive Total Customer Agency ("TCA"). Customer's primary technical interface person will be available during the remote installation process in order to facilitate installation of the Service. All Customer devices managed under this Agreement will be maintained under a contract from a Qwest approved on-site CPE maintenance provider. The response times for which the Customer has contracted with their CPE maintenance provider will affect Qwest's timing for resolution of problems involving Customer-provided devices. The performance of the CPE maintenance provider is Customer's responsibility. Customer will furnish all information reasonably required by Qwest prior to the remote installation phase of Service in order to enable Qwest to provide the Service.

7. Availability

7.1 Service Devices. A current list of supported Service Devices, which is subject to change at Qwest's sole discretion, is available upon request from Qwest. Qwest may change such list without notice and all changes will be effective immediately.

7.2 Transport Options. Service is available with specified Qwest transport services. Service is available in conjunction with FRS, Private Line, ATM, PRN, and/or iQ Networking Service provided by Qwest and/or other providers.

8. International Terms and Conditions. International Service is available in many locations, but not all locations outside of the continental United States. Customer must verify with Qwest the availability of the Service in Customer's desired International locations. For Service outside of the continental United States, the following terms and conditions will apply.

8.1 Export Controls. Customer will comply fully with all export and re-export controls under U.S. Export Administration Regulations and/or the relevant export control laws and regulations of any other applicable jurisdiction (collectively, "Export Controls"). Customer acknowledges that certain equipment, software, and technical data which may be provided hereunder may be subject to such Export Controls.

8.2 U.S. Foreign Corrupt Practices Act. Customer acknowledges and agrees that certain laws of the U.S., including the Foreign Corrupt Practices Act, 15 U.S.C. Sections 78dd-1 et seq., prohibit any person subject to the jurisdiction of the U.S. from making or promising to make any payment of money or anything of value, directly or indirectly, to any government official, political party, or candidate for political office for the purpose of obtaining or retaining business. Customer represents and warrants that in the performance of its obligations hereunder, it has not made, and will not make, any such proscribed payment.

8.3 Export Laws. Customer's use of the international Service, will comply in all material respects, with all international, federal, state, and local laws and regulations relating to its performance under this Service Exhibit. Customer represents and warrants that it is duly incorporated in or otherwise has all necessary permissions and authorizations required to do business in the locations in which it orders Service or otherwise does business. Customer is solely responsible for obtaining all licenses, approvals, and regulatory authority for its performance hereunder and any resale of the Service.

8.4 Indemnification. In addition to the Indemnification in the Agreement, the following applies: Customer will defend, indemnify and hold harmless Qwest, its affiliates, and contractors from any and all damages, claims, liabilities, costs, and expenses, including reasonable attorneys' fees, arising from or related to any violation of any laws or regulations, including Export Controls or the U.S. Foreign Corrupt Practices Act.

8.5 International Laws. Customer acknowledges and agrees that Service will be offered hereunder subject to: (a) any applicable tariffs; (b) compliance with all applicable laws and regulations; (c) obtaining any domestic or foreign approvals and authorizations required or advisable; and (d) continued availability of any of the Service in any jurisdiction, country, or to any location. Customer acknowledges and agrees that Qwest may elect not to offer Service in or to any particular jurisdiction, location, or country if Qwest determines, in its sole discretion, that the continuation of such Service is not permitted or advisable. Any arbitration or notices between the parties will be conducted in the English language.

**QWEST TOTAL ADVANTAGE® AGREEMENT
QWEST INTEGRATED MANAGEMENT SERVICE EXHIBIT**

ATTACHMENT 1

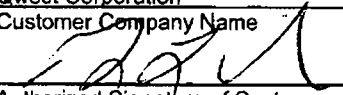
**LIMITED LETTER OF AGENCY
between
Qwest Corporation ("Customer")
and
Qwest Communications Corporation ("Qwest")**

This limited letter of agency ("LOA") hereby authorizes Qwest to act as the Customer's Agent for the limited purpose of contacting Customer's designated Local Exchange Carrier ("LEC"), Interexchange Carrier ("IXC"), Internet Service Provider ("ISP"), and/or Customer Premises Equipment ("CPE") Maintenance Provider in conjunction with Qwest Integrated Management ("Service"). Service activities will consist of working with Customer's LEC, IXC, ISP, and/or CPE Maintenance Provider for the purpose of: (a) extracting information concerning transmission data elements carried over Customer's network connection; (b) identifying Customer's links or data link connection identifiers ("DLCIs"); (c) opening, tracking, and closing trouble tickets with the LEC, IXC, ISP, or CPE Maintenance Provider on Customer's transport links or CPE when an alarm or fault has been detected; (d) dispatching CPE Maintenance repair personnel on behalf of Customer to CPE for which a fault has been detected; and (e) discussing fault information with the LEC, IXC or CPE Maintenance Provider on behalf of Customer to facilitate resolution of the problem.

Qwest does not assume any of Customer's liabilities associated with any of the services the Customer may use. Qwest assumes no liabilities in its performance of duties herein.

The term of this LOA will commence on the date of execution below and will continue in full force and effect until terminated with 30 days written notice by one party to the other or until the expiration or termination of the Service itself.

A copy of this LOA will, upon presentation to LEC, IXC, ISP, and/or CPE Maintenance Provider, as applicable, be deemed authorization for Qwest to proceed on Customer's behalf.

Qwest Corporation
Customer Company Name

Authorized Signature of Customer

Rodney Miller
Print or Type Name

Vice President - Finance
Title

2/24/05
Date