


UT-091731-AF
0m-12/10/09
No Action

Qwest 
Spirit of Service

Qwest Corporation
1600 7th Avenue, Room 1506
Seattle, Washington 98191
(206) 345-1568
Facsimile (206) 343-4040

Mark S. Reynolds
Asst. Vice President
Public Policy & Regulatory Affairs

November 6, 2009

Mr. David Danner, Executive Director and 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 Mr. Danner:

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 Company, LLC. This is a new agreement called Qwest Integrated Digital Network Primary Rate Service (ISDN PRS). 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
REGULATORY MANAGEMENT
2009 NOV -9 AM 10:40
STATE OF WASH
UTIL AND TRANSP
COMM

VERIFIED STATEMENT OF AFFILIATED INTEREST TRANSACTION

Qwest Corporation

WAC 480-120-375 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 McDonald, Lead Finance/Business Analyst of Qwest Corporation certifies that the attached ISDN-PRS Agreement describes the affiliate arrangement between Qwest Corporation and Qwest Communications Company, LLC.

A handwritten signature in cursive script, reading "Joyce McDonald", is written over a horizontal line.

Joyce McDonald

Dated at Seattle this 6th day of November, 2009.

**QWEST ISDN PRS
INDIVIDUAL CASE BASIS ("ICB") RATE PLAN AGREEMENT**

This Qwest Corporation ICB Agreement ("Agreement") is between **Qwest Corporation** including its subsidiaries ("Qwest") and Qwest Communications Company, LLC ("Customer") and is effective on the date Qwest signs it ("Effective Date"). In order to qualify for the pricing under this Agreement, Qwest will provide, and Customer will purchase, a minimum of 11 facilities for Qwest Integrated Services Digital Network Primary Rate Service ("ISDN PRS").

Filing Concurrence

Qwest may be required to submit this Agreement and any subsequent addenda for the Service to certain regulatory agencies for approval because the rates and some terms in this Agreement are being offered on an individual case basis ("ICB"). The service specific rates, and the terms and conditions in the Termination Section of this Agreement require filing with or approval by regulatory agencies ("ICB Terms"). Although the general terms and conditions of this Agreement are effective on the Effective Date, the ICB Terms will not become effective for a given jurisdiction until the filing and approval requirements for that jurisdiction are fulfilled. The Service will be offered in accordance with the applicable Tariff until the ICB Terms become effective. If Customer receives reduced pricing under this Agreement and a regulatory agency later invalidates the ICB Terms after they had become effective, Customer will pay to Qwest any difference in the amounts listed in the applicable Tariff for the Service and the amounts Customer was charged for the Service. When approved by the regulatory agencies, Customer may add additional quantities of Services pursuant to the Service Changes Section under the same terms and conditions with no further filing required. In the event a regulatory agency does not approve this Agreement, the parties will enter into good faith negotiations to mutually resolve the failure to receive the necessary approval. This Agreement will remain in full force and effect for the Service in all other jurisdictions.

Tariff

Any Qwest tariff, price list, price schedule, administrative guideline, catalog, and other rate and term schedules (whether individually or together, "Tariff") applicable to the Service is incorporated into this Agreement by reference and made a part of this Agreement. Other than the ICB Terms in this Agreement, the Service will be governed by: (a) the Tariff applicable to the Service; and (b) to the extent a comparable Tariff term or condition does not apply to the Service, the terms and conditions set forth in this Agreement. Qwest reserves the right to amend, change, withdraw, or file additional Tariffs in its sole discretion, with such updated Tariffs effective upon posting or upon fulfillment of any necessary regulatory requirements. Service is subject to technical publication 77400 located at <http://www.qwest.com/techpub/> ("Tech Pub").

1. Scope.

1.1 **ISDN PRS.** If Customer purchases ISDN PRS, Qwest will provide digital intraLATA, intrastate, switched local exchange telecommunications service utilizing ISDN PRS technology that transports and distributes voice, data, image, and facsimile communications separately or simultaneously over the public, switched, local exchange network. An ISDN PRS circuit includes a DS1 facility, an ISDN PRS service configuration, and trunks. ISDN PRS operates at 1.544 megabits per second (Mbps). ISDN PRS may be configured as 23 B channels and one D channel, 24 B channels only (24B), or 23 B channels and one back-up D channel (23B+BUD). Each B channel transmits voice or data at 64 kilobits per second (Kbps). The D channel carries signaling information at 64 Kbps.

1.2 Customer represents and warrants that it (check one box):

IS NOT a provider of "information service," as that term is defined in 47 U.S.C. §153 (20).

IS a provider of "information service," as that term is defined in 47 U.S.C. §153 (20), and that ISDN PRS under this Agreement WILL NOT be used to provide information service to its End Users, including termination or origination of Voice over Internet Protocol ("VoIP"). "End Users" means any entity to which Customer provides information service. If at any time during the Term of this Agreement this representation and warranty is no longer accurate, Customer agrees to notify Qwest and execute an amendment to add the ISP Certification Addendum.

IS a provider of "information service", as that term is defined in 47 U.S.C. §153 (20), and that ISDN PRS under this Agreement WILL be used to provide information service to its End Users, including but not limited to termination or origination of Voice over Internet Protocol ("VoIP") and therefore agrees to the additional terms and conditions set forth in the **ISP Certification Addendum** attached hereto and incorporated herein by reference. "End Users" means any entity to which Customer provides information service.

2. Term.

2.1 This Agreement will expire 60 months from the date the Service is available to Customer under this Agreement, as evidenced by Qwest records ("Term"). The Minimum Service Period for Service is 12 months from the date Service is available for use ("Minimum Service Period"). Any Service installed for 12 consecutive months prior to the Effective Date of this Agreement will be deemed to have met the Minimum Service Period.

2.2 Should Qwest continue to provide the Service after this Term without a further agreement, the service charges will convert to the applicable month-to-month rate under the terms and conditions of the applicable Tariff, or in its absence, this Agreement.

3. Service Provided.

3.1 Qwest will provide and maintain the Service at the locations and in the quantities specified in the Pricing Attachment(s), incorporated herein by this reference, and as requested on any subsequent order for Service or amendment to this Agreement.

3.2 Qwest will notify Customer of the date Service is available for use. In the event Customer informs Qwest that it is unable or unwilling to accept Service at such time, the subject Service will be held available for Customer for a period not to exceed 30 business days from such date ("Grace Period"). If after the Grace Period, Customer still has not accepted Service, Qwest may either: (a) commence with

**QWEST ISDN PRS
INDIVIDUAL CASE BASIS ("ICB") RATE PLAN AGREEMENT**

regular monthly billing for the subject Service; or (b) cancel the subject Service. If Customer cancels an order for Service prior to the date Service is available for use, or is unable to accept Service during the Grace Period and Qwest cancels the Service at the end of the Grace Period, the Tariff cancellation charges may apply.

4. Charges and Billing.

4.1 Customer will pay the total monthly recurring charges ("MRC") and nonrecurring charges ("NRC") for Service specified in the Pricing Attachment(s). For Service requested on any subsequent orders or amendments to this Agreement, Customer will also pay the total MRC and NRC specified on the subsequent orders or amendments. The MRC will not change during the Term of this Agreement. Customer must at all times maintain a minimum quantity of 11 ISDN PRS facilities to qualify for the pricing contained herein. The circuits may be aggregated across Qwest's local serving areas in Arizona, Colorado, Idaho, Iowa, Minnesota, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington and Wyoming. In the event the number of circuits under this Agreement falls below 11, Qwest may adjust the rates to reflect the applicable Tariff rates. Customer must pay Qwest all charges by the payment due date on the invoice. Any amount not paid when due will be subject to a late charge as specified by the Tariff, or if there is no such late charge specified in the Tariff, the amount due will be subject to late interest at the lesser of 1½% per month or the highest rate permitted by applicable law. Customer must also pay Qwest any applicable federal, state and local taxes, surcharges, and other similar charges ("Taxes") assessed in connection with Customer's Service. Taxes are subject to change. Qwest may reasonably modify the payment terms or require other assurance of payment based on Customer's payment history or a material and adverse change in Customer's financial condition. Customer must not remit payment for Service by funds obtained through the American Recovery and Reinvestment Act (or ARRA) or other similar stimulus grants or loans that would obligate Qwest to provide certain information or perform certain functions unless those functions and obligations are specifically included and agreed to by the parties elsewhere in this Agreement or in an amendment to this Agreement.

4.2 In the event Customer's rates, herein, are based upon Customer's intent to transition DS1 facilities to contracted DS3 or higher facilities ("Higher Facility") when available as indicated in the Pricing Attachment(s) Customer will have ten business days from the date the contracted Higher Facility is installed to migrate the Service contained herein to the contracted Higher Facility. In the event Customer's Service is not migrated, a pricing adjustment will be made to all DS1 facilities in service. The adjustment will be retroactive to the original installation date, as evidenced by Qwest records, and will be the difference between the rates provided herein based on the facilities riding a Higher Facility and the applicable rates for facilities not riding a Higher Facility.

4.3 The charges for Service under this Agreement, including any and all discounts to which Customer may be entitled, will be offered and charged to Customer independently from and regardless of the Customer's purchase of any customer premises equipment or enhanced services from Qwest

4.4 If Service is not available in Customer's wire center, standard interoffice private line mileage charges ("Mileage MRC" and "Mileage NRC") for transport between switches will apply in addition to the rates and charges for the Service.

5. Service Changes.

5.1 Moves. Customer may move the physical location of all or part of a Service to another location within a Qwest serving area, provided the following conditions are met: (a) Service moved to the new location is provided to Customer by Qwest; (b) Customer advises Qwest that Service at the new location replaces the existing Service; (c) Customer's request for disconnection of the existing Service and installation of the Service at the new location are received by Qwest on the same date; (d) Customer requests that Qwest install the Service at the new location on or prior to the disconnection date of the existing Service; and (e) Customer agrees to pay all applicable rate and charges for the requested move and Service at the new location.

5.2 Additions to Service. Service may be added up to 12 months prior to the expiration date of this Agreement, at the rates specified herein. Qwest will supply such additions to Customer, subject to the following conditions: (a) the necessary facilities are available as determined by Qwest to provide the Service; and (b) a new Minimum Service Period is established for each new addition to Service. If the Service being added is not itemized in a Pricing Attachment, Customer agrees to execute a written amendment evidencing such addition to Service.

5.3 Other orders for Service. Service may be ordered during the 12 months prior to the expiration date of this Agreement, under the following circumstances: (a) Customer and Qwest renegotiate and execute a new agreement that may include existing Service plus the additional Service; (b) Service is ordered pursuant to a new and separate agreement; or (c) Service is ordered under the month-to-month tariff rates then in effect.

6. Customer Responsibilities for 911 Call Routing.

6.1 If Customer purchases ISDN PRS under this Agreement, Customer understands and acknowledges that the PBX's main number Automatic Number Identification (ANI) may be forwarded to a Public Safety Answering Point ("PSAP") during a 911 call. DID digits assigned to a PBX station may not be used for 911 calls unless an Automatic Location Identification (ALI) record has been created for the DID number.

6.2 Customer's PBX must be capable of recognizing "911" or "9911" digits as a complete dialing sequence, and routing those calls as an outbound local call.

**QWEST ISDN PRS
INDIVIDUAL CASE BASIS ("ICB") RATE PLAN AGREEMENT**

6.3 Customer hereby agrees to release Qwest from any liability if an incorrect telephone number is forwarded to a PSAP as a result of PBX or ISDN PRS signaling parameters set by Customer.

7. Termination.

7.1 Either party may terminate this Agreement in accordance with the applicable Tariff or for Cause. "Cause" means the failure of a party to perform a material obligation under this Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from Qwest of such default (unless a different notice period is specified in the Tariff); or (b) for any other material breach, within 30 days of written notice (unless a different notice period is specified in the Tariff or this Agreement). Customer will remain liable for charges accrued but unpaid as of the termination date.

7.2 Customer may disconnect up to 45 circuits during the Term ("Permitted Disconnects") without incurring a Termination Charge; provided that such Service has satisfied the requirements of the Minimum Service Period before any termination may be effective. If, prior to the conclusion of the Term, this Agreement is terminated in excess of the number of Permitted Disconnects, either by Qwest for Cause or by Customer for any reason other than Cause, then Customer will also be liable for 100% of the MRC for terminated Service in excess of the Permitted Disconnects times the number of months (or fraction thereof) remaining (if any) in the Minimum Service Period, and 50% of the MRC times the number of months (or fraction thereof) remaining in the Term after the Minimum Service Period ("Termination Charge").

7.3 A Termination Charge will be waived when all of the following conditions are met: (a) Customer discontinues Service and signs a new service agreement(s) for any other Qwest-provided service(s); (b) the new service agreement(s) have a total value equal to or greater than 115% of the remaining prorated value of the existing agreement(s) (excluding any special construction charges, applicable nonrecurring charges, or previously billed but unpaid recurring and nonrecurring charges); (c) Customer places the orders to discontinue the Service and establish new service at the same time (within 30 calendar days of each other if service is in New Mexico); (d) the new service(s) installation must be completed within 30 calendar days of disconnection of the Service, unless such installation delay is caused by Qwest; and (e) a new minimum service period, if applicable, goes into effect when the new service agreement term begins. The waiver does not apply to changes between regulated and unregulated or enhanced products and services.

8. **Out-of-Service Credit.** If Qwest causes a Service interruption, an out-of-service credit will be calculated under the state local exchange Tariff. If there is no applicable Tariff and the interruption lasts for more than 24 consecutive hours after Qwest receives notice of it, Qwest will give Customer a credit calculated by dividing the MRC for the affected Service by 30 days and multiplying that daily rate by the number of days that Service was interrupted.

9. **Disclaimer of Warranties.** QWEST DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY QWEST, ITS AFFILIATES OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES WILL CREATE ANY WARRANTY.

10. **Limitation of Liability.** 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 SERVICE 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 THE APPLICABLE OUT-OF-SERVICE CREDITS, IF ANY. This limitation of liability will not apply to a party's indemnification obligations or Customer's payment obligation for charges under this Agreement, (e.g., Service charges, Taxes, interest, and termination or cancellation charges).

11. **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 and loss or damage to a party's personal tangible property arising from the negligent acts or omissions of the liable party; PROVIDED, HOWEVER, THAT 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.

12. **Confidentiality; Publicity.** Neither party will, without the prior written consent of the other party: (a) disclose any of the terms of this Agreement or use the name or marks of the other party or its Affiliates; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, this Agreement) the Confidential Information of the other party. Qwest's consent may only be given by its Legal Department. A party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under this Agreement, provided that the disclosing party gives the non-disclosing party reasonable prior written notice. "Confidential Information" means any information that is not generally available to the public, whether of a technical, business or other nature and that: (c) the receiving party knows or has reason to know is confidential, proprietary or trade secret information of the disclosing party; or (d) 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.

**QWEST ISDN PRS
INDIVIDUAL CASE BASIS ("ICB") RATE PLAN AGREEMENT**

13. Governing Law; Dispute Resolution.

13.1 Governing Law; Forum. This Agreement will be governed by the laws of the state of Colorado, except with regard to matters which are within the exclusive jurisdiction of the state or federal regulatory agency. Those matters alone will be governed by the laws of the appropriate jurisdiction. Any legal proceeding relating to this Agreement will be brought in a U.-S. District Court, or absent federal jurisdiction, in a state court of competent jurisdiction, in the location of the party to this Agreement not initiating the action, as indicated in the Notices section. But Qwest may, at its discretion, initiate proceedings in Denver, Colorado to collect undisputed amounts billed. This provision is not intended to deprive a small claims court or state agency of lawful jurisdiction that would otherwise exist over a claim or controversy between the parties.

13.2 Waiver of Jury Trial and Class Action. Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a jury trial and any right to pursue any claim or action relating to this Agreement on a class or consolidated basis or in a representative capacity.

14. **Notices.** Unless otherwise provided herein, all required notices to Qwest must be in writing, sent to 1801 California St. # 900, Denver, CO 80202; fax #: 888-778-0054; Attn.: Legal Dept., and to Customer at its then current address as reflected in Qwest's records Attn.: General Counsel or other person designated for notices. Unless otherwise provided herein, all notices will be deemed given: (a) when delivered in person to the recipient named above; (b) three business days after mailed via regular U.S. Mail; (c) when delivered via overnight courier mail; or (d) when delivered by fax if duplicate notice is also sent by regular U.S. Mail.

15. **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. Customer may not assign to a reseller or a telecommunications carrier under any circumstances and Customer represents that it will not resell the Service. This Agreement is intended solely for Qwest and Customer, and not to benefit any other person or entity e.g. Customer's members, End Users, customers, or any other third parties who utilize or access the Service or the Qwest network via the Service. 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. All terms of this Agreement that should by their nature survive the termination of this Agreement will so survive. If there is a conflict in any term or condition of any documents that govern the provision of the Service hereunder, the following order of precedence will apply in descending order of control: the ICB Terms; the Tariff, the other terms in this Agreement; the Tech Pub; and Qwest records. 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. "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 cuts, acts of terror, material shortages or unavailability, government laws or regulations, war or civil disorder, or failures of suppliers of goods and services. Except for Tariff or Service modifications initiated by Qwest, all amendments to this Agreement must be in writing and signed by the parties' authorized representatives. However, any change in rates, charges, or regulations mandated by the legally constituted authorities will act as a modification of any contract to that extent without further notice. Each party reserves the right at any time to reject any handwritten change to this Agreement.

16. **Entire Agreement.** This Agreement constitutes the entire agreement between Customer and Qwest and supersedes all prior oral or written agreements or understandings relating to this subject matter. Electronic signatures on this Agreement will be accepted only in the form and manner prescribed by Qwest.

Qwest Communications Company, LLC


Authorized Signature

Warren Mickens

Name Typed or Printed

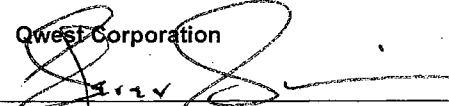
VP Customer Service Operations

Title

11/04/09

Date

Address for Notices:

Qwest Corporation


Authorized Signature

Steven Swain

Name Typed or Printed

VP Finance

Title

11/4/09

Date

**ATTENTION:
FINAL EXECUTED AGREEMENT MUST BE FORWARDED TO THE APPROPRIATE STATE REGULATORY FILING MANAGER.**

**QWEST ISDN PRS, AND/OR DSS, AND/OR UAS
INDIVIDUAL CASE BASIS ("ICB") RATE PLAN AGREEMENT**

**PRICING ATTACHMENT
FOR THE STATE OF OREGON**

Qwest communications Company, LLC
Customer

AQCB Contract Number: N/A

Type of Service	USOC & MRC per line for 60 month Term	NRC
PRS for VoIP	ZPGTX \$400.00	\$0.00

Service Location including City and State	Circuit ID or BTN	Type of Service	Higher Facility (Yes or No)	QTY	Total MRC per location
Oregon	N/A	PRS for VoIP	No	21	\$400.00
Total MRC:					\$400.00

Mileage-related Components and Charges (If applicable):

Customer Address	Circuit ID or BTN	Description (USOC)	Qty.	Mileage MRC/each	Mileage NRC/each
Total Mileage MRCs and NRCs:					

**QWEST ISDN PRS, AND/OR DSS, AND/OR UAS
INDIVIDUAL CASE BASIS ("ICB") RATE PLAN AGREEMENT**

**PRICING ATTACHMENT
FOR THE STATE OF NEBRASKA**

Qwest communications Company, LLC
Customer

AQCB Contract Number: N/A

Type of Service	USOC & MRC per line for 60 month Term	NRC
PRS for VoIP	ZPGTX \$380.00	\$0.00

Service Location including City and State	Circuit ID or BTN	Type of Service	Higher Facility (Yes or No)	QTY	Total MRC per location
Nebraska	N/A	PRS for VoIP	No	8	\$380.00
Total MRC:					\$380.00

Mileage-related Components and Charges (if applicable):

Customer Address	Circuit ID or BTN	Description (USOC)	Qty.	Mileage MRC/each	Mileage NRC/each
Total Mileage MRCs and NRCs:					

**QWEST ISDN PRS, AND/OR DSS, AND/OR UAS
INDIVIDUAL CASE BASIS ("ICB") RATE PLAN AGREEMENT**

**PRICING ATTACHMENT
FOR THE STATE OF SOUTH DAKOTA**

Qwest communications Company, LLC
Customer

AQCB Contract Number: N/A

Type of Service	USOC & MRC per line for 60 month Term	NRC
PRS for VoIP	ZPGTX \$380.00	\$0.00

Service Location including City and State	Circuit ID or BTN	Type of Service	Higher Facility (Yes or No)	QTY	Total MRC per location
South Dakota	N/A	PRS for VoIP	No	10	\$380.00
Total MRC:					\$380.00

Mileage-related Components and Charges (If applicable):

Customer Address	Circuit ID or BTN	Description (USOC)	Qty.	Mileage MRC/each	Mileage NRC/each
Total Mileage MRCs and NRCs:					

**QWEST ISDN PRS, AND/OR DSS, AND/OR UAS
INDIVIDUAL CASE BASIS ("ICB") RATE PLAN AGREEMENT**

**PRICING ATTACHMENT
FOR THE STATE OF Utah**

Qwest communications Company, LLC
Customer

AQCB Contract Number: N/A

Type of Service	USOC & MRC per line for 60 month Term	NRC
PRS for VoIP	ZPGTX \$380.00	\$0.00

Service Location including City and State	Circuit ID or BTN	Type of Service	Higher Facility (Yes or No)	QTY	Total MRC per location
Utah	N/A	PRS for VoIP	No	26	\$380.00
Total MRC:					\$380.00

Mileage-related Components and Charges (If applicable):

Customer Address	Circuit ID or BTN	Description (USOC)	Qty.	Mileage MRC/each	Mileage NRC/each
Total Mileage MRCs and NRCs:					

**QWEST ISDN PRS, AND/OR DSS, AND/OR UAS
INDIVIDUAL CASE BASIS ("ICB") RATE PLAN AGREEMENT**

**PRICING ATTACHMENT
FOR THE STATE OF WASHINGTON**

Qwest communications Company, LLC
Customer

AQCB Contract Number: N/A

Type of Service	USOC & MRC per line for 60 month Term	NRC
PRS for VoIP	ZPGTX \$380.00	\$0.00

Service Location including City and State	Circuit ID or BTN	Type of Service	Higher Facility (Yes or No)	QTY	Total MRC per location
Washington	N/A	PRS for VoIP	No	45	\$380.00
Total MRC:					\$380.00

Mileage-related Components and Charges (if applicable):

Customer Address	Circuit ID or BTN	Description (USOC)	Qty.	Mileage MRC/each	Mileage NRC/each
Total Mileage MRCs and NRCs:					

**ISP CERTIFICATION ADDENDUM
TO THE QWEST AGREEMENT FOR ISDN PRS SERVICE**

This is an addendum ("Addendum") to the agreement signed by Qwest Communications Company, LLC ("Customer") on Nov. 4, 2009 under which Customer is purchasing Qwest Corporation ("Qwest") ISDN PRS ("Agreement"). Except as set forth in this Addendum, capitalized terms will have the definitions assigned to them in the Agreement.

1. **Customer Certification.** Information service providers that wish to use Qwest ISDN PRS to originate or terminate End User calls must have an authorized representative certify on the Customer's behalf, under this Addendum, that:
 - a. It will use Qwest ISDN PRS solely to provide "information service," as defined in 47 U.S.C. §153 (20).
 - b. If the "information service" provided by Customer to its End Users is to be voice over Internet protocol ("VoIP") and Customer will be originating or terminating those End Users' calls using ISDN PRS, then those End Users must originate each of their calls using Internet protocol ("IP") technology (e.g., SIP-Phones; IP-Adapters) over a broadband connection. The broadband connection could be, for example, DSL using either IP-telephone ("IPT") handsets or End Users customer premises IP adapters; or CPE-based IPT management "plug and play" hardware or IPT application management and monitoring hardware.
 - c. It agrees to the terms and conditions of this Agreement and, in particular, the terms and conditions of this Addendum.

2. **Post-Provisioning Operational Verification Audits of Customer's Compliance with Certification.** Customer agrees to allow Qwest to conduct operational verification audits of those network elements controlled by Customer and to work cooperatively with Qwest to conduct an operational verification audit of any other provider that Customer used to originate or terminate, route and transport information service traffic that is delivered to Qwest ISDN PRS service, as well as to make available any supporting documentation and records in order to ensure Customer's compliance with this Agreement, including this Addendum. Qwest may conduct no more than two of these audits per 12 month period. Qwest will give 30 business days written notice of such audits. Qwest's failure to conduct two audits within a 12 month period will not constitute a waiver of Qwest's rights under this Section.

3. **Termination Due to Audit Failure.** Notwithstanding other provisions of this Agreement governing termination, Qwest will have the right to terminate this Agreement for an "operational verification audit failure". An "operational verification audit failure" is defined as: (a) Qwest's inability to conduct a post-provisioning operational verification audit due to insufficient cooperation by Customer or Customer's other providers, or (b) a determination by Qwest in a post-provisioning operational verification audit that the Customer or End Users are not originating or terminating calls in a manner consistent with the Customer Certification Section of this Addendum.

Qwest will provide a written notice outlining the deficiencies and providing up to 10 business days to either cure any defined deficiency or place orders for immediate installation of appropriate tariffed access service and disconnection of ISDN PRS Service.

If Customer disputes Qwest's finding of an "operational verification audit failure," then each party will within five business days designate a vice-presidential level employee or a representative with authority to make commitments to review, meet, and negotiate, in good faith, to resolve the dispute within 10 business days of that designation.

4. **Termination Upon Change of Law.** If a court, of competent jurisdiction, the Federal Communications Commission or a State regulatory commission determines that information service traffic that uses the Public Switched Telephone Network ("PSTN") is subject to switched access charges in an order not subject to appeal, or an order that is not appealed, Customer will have up to 10 business days, following written notification from Qwest of the order, to place an order for redirection of its information service traffic using the Qwest PSTN to Qwest's Feature Group D facilities without liability for the ISDN PRS Termination Charges set forth in the Termination Section of this Agreement.

5. **IXC POP.** Solely for the use discussed and certified by Customer in this Addendum, Customer may terminate ISDN PRS at an Interexchange Carrier Point of Presence ("IXC POP") for purposes of transmitting the traffic over separately purchased long haul private line services to Customer's CPE. Customer may not terminate ISDN PRS at an IXC POP for purposes of transmitting the traffic over a long distance network.

As an authorized representative of Qwest Communications Company, LLC, I hereby certify that Customer will use Qwest's ISDN PRS to provide information service, as defined in 47 U.S.C. §153 (20) under the terms and conditions set forth in this Addendum. Electronic signatures on this Agreement will be accepted only in the form and manner prescribed by Qwest.

Warren Mickens

Printed Name



Signatures