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NO ACTION



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

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

February 2, 2010

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 (QCC). This is a new contract called Qwest Wholesale Broadband Service Agreement. 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

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STATE OF WASH.
UTILITY TRIALISM
COMMISSION
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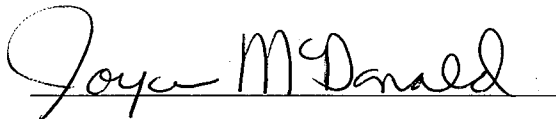
VERIFIED STATEMENT OF AFFILIATED INTEREST TRANSACTION

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 L. McDonald, Lead Finance/Business Analyst of Qwest Corporation certifies that the attached Qwest Wholesale Broadband Service Agreement describes the affiliate arrangement between Qwest Corporation and Qwest Communications Company, LLC.

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 2nd day of February, 2010.

QWEST WHOLESALE BROADBAND SERVICE AGREEMENT

This Qwest Wholesale Broadband Service Agreement (this "Agreement") is between Qwest Communications Company LLC ("Customer") and Qwest Corporation, and its affiliates (collectively, "Qwest") and is effective on the date duly executed by Qwest (the "Effective Date").

CUSTOMER: Qwest Communications Company LLC

Qwest Corporation

By: _____
Name: Warren Mickens *Warren Mickens*
Title: VP Customer Service Operations
Date: 01/29/10

By: _____
Name: Steven Swain
Title: VP Finance
Date: 1/29/10

NOTICE INFORMATION: All written notices required under the Agreement shall be sent to the following:

CUSTOMER: Qwest Communications Company, LLC

Qwest Corporation

Name: Leslee Strohm
Title: Manager Network Operations
Address: 155 Apollo RD
City, State, ZIP: Montrose, CO 81401
Email Address: leslee.strohm@qwest.com
Telephone: 1 970-252-8865
Facsimile: 1 970-252-8920

Qwest Law Department
1801 California Street, Suite 1000
Denver, CO 80202
Facsimile #: (303) 295-7049

Alternate contact:

Name: Bill Sims
Title: Customer Account Consultant II
Address: 308 E. Pikes Peak Ave, Floor 7
City, State, ZIP: Colorado Springs, CO 80903
Email Address: bill.sims@qwest.com
Telephone: 719-636-4786
Facsimile: 719-636-4768

APPLICABLE STATES:

Qwest agrees to offer and Customer intends to purchase the Services in the states indicated below by Customer's signatory's initials (or by an "X") on the applicable blanks.

- Arizona
- Colorado
- Idaho
- Iowa
- Minnesota
- Montana
- Nebraska
- New Mexico
- North Dakota
- Oregon
- South Dakota
- Utah
- Washington
- Wyoming

QWEST WHOLESALE BROADBAND SERVICE AGREEMENT

1. Services. This Agreement provides the wholesale terms and conditions and rates upon which Customer may purchase certain Qwest® retail Broadband Subscriber Services, where available, for self/administrative use or for resale to Customer's end-user customer(s). Only the services set forth in the tables below are available under this Agreement (the "Services"). The Services include Data only and are not provided or available with Qwest-provided voice services on the same line and include and require the use of Qwest as the Internet Service provider ("ISP").

Business Service*	
Category	Description
Standalone Office Basic (Data service only, no voice service)	<ul style="list-style-type: none"> • Connection speeds up to 1.5Mbps downstream/up to 896Kbps upstream; or • Connection speeds up to 7Mbps downstream/up to 896Kbps upstream; or • Connection speeds up to 7Mbps downstream/up to 5Mbps upstream; or • Connection speeds up to 12Mbps downstream/up to 896Kbps upstream; or • Connection speeds up to 12Mbps downstream/up to 5Mbps upstream

* Service is available only at select locations.

Residential Service*	
Category	Description
Qwest Connect® Silver with Internet Basic (Data service only, no voice service)	Connection speeds up to 1.5Mbps downstream/up to 896Kbps upstream
Qwest Connect Platinum with Internet Basic (Data service only, no voice service)	<ul style="list-style-type: none"> • Connection speeds up to 7Mbps downstream/up to 896Kbps upstream; or • Connection speeds up to 7Mbps downstream/up to 5Mbps upstream
Qwest Connect Titanium with Internet Basic (Data service only, no voice service)	<ul style="list-style-type: none"> • Connection speeds up to 12Mbps downstream/up to 896Kbps upstream; or • Connection speeds up to 12Mbps downstream/up to 5Mbps upstream

* Service is available only at select locations.

Qwest Broadband Subscriber Agreement. The Services will be provided in accordance with the then-effective Retail Qwest Broadband Subscriber Agreement (the "Subscriber Agreement") posted at www.qwest.com/legal, as such Subscriber Agreement may be revised or amended from time to time by Qwest at its discretion. Qwest offers the Services subject to: (a) availability of the Services; (b) any applicable tariffs; and (c) Customer's compliance with all applicable laws and regulations. Qwest may, in its sole discretion discontinue providing any part of a Service in, to, or from any: (i) jurisdiction, (ii) country, (iii) location, (iv) particular person, or (v) entity because provision of the Services is unlawful or economically unfeasible. Qwest will provide Customer notice, if reasonably practicable, prior to discontinuing a Service.

1.2 Rates. Retail rates for the Services are provided in the Qwest Broadband Subscriber Service Business Rate Card and Residential Rate Card (collectively, the "Rate Cards") posted at www.qwest.com/legal. The Services may be purchased only at month-to-month rates and any term or commitment plans provided in the Rate Cards (including without limitation, one (1), two (2), or three (3) year terms or any other term) are not available under this Agreement. The Discounts set forth in Section 2.2 below, if applicable, will be applied to the Services purchased by Customer under this Agreement based on the Rates provided in the Rate Cards.

1.3 QWB Product Catalog (the "QWB PCAT"). Additional terms and conditions governing Service availability, including without limitation, implementation and process information, is contained in the QWB PCAT, which is available at www.qwest.com/legal and is incorporated herein by this reference and made a part of this Agreement. At any time, without notice and effective upon posting to the QWB PCAT or upon notification at Qwest's discretion, Qwest may add to the Services that Customer may purchase under this Agreement or may revise any of the terms and conditions contained in the QWB PCAT.

1.4 Subscriber Agreement and Rate Card Changes. Customer understands and agrees that Qwest provides the Services in accordance with the Subscriber Agreement and the Rate Cards, which are incorporated into this Agreement by this reference and made a part of this Agreement. Qwest reserves the right to amend or revise the Subscriber Agreement and/or the Rate Cards in its sole discretion consistent with the terms, conditions and timeframes governing such changes in the Subscriber Agreement, as applicable, with such updated Subscriber Agreement and/or Rate Cards effective upon posting to Qwest's website at <http://www.qwest.com/legal>. Customer's continued use of the Services constitutes its acceptance of such updated terms.

2. Term and Discount.

QWEST WHOLESALE BROADBAND SERVICE AGREEMENT

2.1 Term/Termination. This Agreement is effective on the Effective Date and will continue for one year from the first full calendar month after the Effective Date (the "Initial Term"). Upon expiration of the Initial Term, this Agreement will continue under the same terms and conditions (the "Renewal Term"), except that this Agreement may be terminated as of the expiration of the Initial Term or at any time during the Renewal Term by either party upon ninety (90) days' prior written notice to the other party. The Initial Term and the Renewal Term are collectively referred to as the "Term" in this Agreement. Upon any termination of this Agreement, the Services may continue on a month-to-month basis under the Subscriber Agreement at the full then-current applicable month-to-month rates set forth in the Rate Cards, unless the parties execute a new agreement providing different terms.

2.2 Discount. Based on the number of Customer's New QWB Services at the end of each calendar month during the Term, Customer will receive the applicable discount listed below ("Discount") on the then-current month-to-month monthly recurring charges ("MRCs") set forth in the Rate Cards for those New QWB Services purchased during the Term. "New QWB Services" means active and billable month-to-month Services (a) purchased by Customer in Qwest's local serving area in Arizona, Colorado, Idaho, Iowa, Minnesota, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington and Wyoming; and (b) used by Customer's end-users that previously have not had any Qwest broadband subscriber services that the end-user purchased directly from Qwest (including, without limitation, any broadband services and not limited in any way to the Services Customer may purchase under this Agreement). The number of New QWB Services will be determined by Qwest using its records in order to calculate the applicable discount at the end of a particular calendar month.

Number of New QWB Services at the End of the Calendar Month	Discount	
	Business Service	Residential Service
0 – 200	0%	0%
201 – 1,000	31%	21%
1,001 – 2,500	33%	27%
2,501+	35%	30%

2.3 Application of Discount. The Discounts will (a) be applied as a credit against the summary bill for all of the Services Customer purchases under this Agreement, (b) not apply to any MRCs other than as specified above, nor to any non-recurring charges ("NRCs") in the Rate Cards (including without limitation, ISP features, static IP addresses, optional features, equipment/modems, technician/troubleshooting and other charges), (c) not apply to MRCs incurred for any Services that are disconnected before, and are not active and billable at, the end of a calendar month, and (d) commence at the end of the first calendar month after the Effective Date. Customer will not be entitled to any other discounts or promotions on the Services (including any discounts or promotions Qwest provides to its own customers), unless otherwise specifically agreed to by the parties in a written amendment to this Agreement.

2.4 Discounted Activation Charge. Upon each initial Service installation, a Service Activation Non-Recurring Charge ("Service Activation NRC") is applied. Under this Agreement, the Service Activation NRC provided in the Rate Cards will be discounted to \$29.99 per Service. Additional NRCs may apply as described in the Rate Cards; these may include, without limitation, Qwest-provided modem and technician installation NRCs.

2.5 Other Services. Customer may not order any other broadband services available under the Subscriber Agreement. Other services, such as static IP addresses, technician support and modems are available as provided in the QWB PCAT. Such other services are not eligible for the Discounts set forth in this Agreement or included in the New QWB Services calculations described in this Agreement.

3. Additional Customer Responsibility.

3.1 Authority. Customer represents and warrants that it has the necessary rights and authority to order, install, use and resell the Services to all of its end-users and Customer is in compliance with all federal and state regulatory requirements pertaining to offering the Services to end-users, including without limitation, the Communications Assistance for Law Enforcement Act and privacy laws. Customer will indemnify, defend and hold harmless Qwest from and against any third party (including end-user) claims, actions, damages, liabilities, costs, judgments, fines or expenses (including attorney fees) arising out of or relating to Customer's or end-user's use, modification or resale of the Services or Customer's failure to make any required payments or failure to comply with any federal or state regulatory requirements pertaining to offering the Services to end-users.

3.2 End-User Premises. Customer is responsible for all work activities at its end-user's premises, unless Customer orders Qwest technician support in accordance with the terms of this Agreement. All negotiations with the premises end-user or premises owner are the sole responsibility of Customer.

3.3 End-User Billing. In connection with its use of the Services, Customer is solely responsible for all billing, billing adjustments/credits, customer service, creditworthiness and other service-related requirements of its end-users, and Qwest will have no liability to Customer's end-users under this Agreement. Customer's payment obligations under this Agreement are not contingent upon Customer's ability to collect payments or charges from its end-users or any other party.

3.4 Estimates. Customer must provide to Qwest quarterly order volumes estimates for resource planning and allocation purposes.

3.5 Reporting Obligations. Upon Qwest's reasonable request, Customer will assist Qwest in complying with all reporting obligations or other requirements imposed on Qwest by any third party or regulatory agency relating to this Agreement or the Services.

QWEST WHOLESALE BROADBAND SERVICE AGREEMENT

4. Relationship of the Parties. Neither party has the authority to bind the other by contract or otherwise or make any representations or guarantees on behalf of the other or otherwise act on the other's behalf. The relationship arising from this Agreement does not constitute an agency, joint venture, partnership, employee relationship, or franchise. Qwest is acting as an independent contractor and will have exclusive control of the manner and means of performing its obligations. Notwithstanding anything herein to the contrary, Qwest reserves the right, in its sole discretion, to modify the Services at any time, including without limitation, changing the name of the Services. Qwest's name and the names of its affiliates are proprietary and nothing in this Agreement constitutes a license authorizing their use, and in no event will Customer, including its employees, representatives and agents, attempt to sell any Services to its end-users using the name, brand or identity of Qwest or Qwest's affiliates in any way. In addition, Customer, including its employees, representatives and agents, will not state or otherwise indicate, directly or indirectly, to its end-users or prospective end-users: (a) that they will be Qwest customers or that they may obtain Qwest service from Customer or (b) that the Customer has or the end-user will have any relationship with Qwest. Without limiting the foregoing, Customer must not use a name, trademark, service mark, copyright or any other intellectual property owned by Qwest or its affiliates, except that Customer may communicate that Qwest is one of the underlying carriers from which Customer purchases services if Customer has obtained the prior written consent of the Qwest Law Department. Customer must not disclose to any third party, or publicize the existence or terms of this Agreement, without Qwest's prior written consent and approval. Only Qwest's Vice President of Corporate Communications, or an authorized designee, may grant authorization to disclose or publicize this Agreement or its terms, and if such authorization is granted, the parties must jointly approve and develop the content and timing of any press releases and all other publicity regarding the subject matter of this Agreement or Customer's relationship with Qwest. This is a non-exclusive agreement. Nothing in this Agreement prevents Qwest from offering to sell or selling any services to other parties.

5. Operations/Installation. Customer will submit order request forms issued by Qwest ("Order Forms") for the Services after Customer has performed a loop qualification by location for each end-user on www.qwest.com. Customer will submit the Order Forms to Qwest in the manner required by Qwest. Customer may not order any Services through Qwest retail channel process, or contact any Qwest retail channel group regarding the Services. Qwest will provide the Services if: (a) there is a valid, accurate, and complete Order Form submitted by Customer, (b) adequate capacity is available, and (c) Qwest accepts the Order Form. Qwest will send installation kits for the Services to Customer (or to Customer's end-user if requested by Customer). Customer may only purchase modems from Qwest for use with individual Service orders. Customer cannot lease, rent or purchase modems from Qwest in bulk. Any customer premises equipment ("CPE") from alternate providers must be a modem that is currently qualified by Qwest. Customer will provide installation and subsequent CPE/modem support to its end-users, unless Customer requests that Qwest provide such services and such request is agreed to by Qwest. Customer must follow Qwest provided installation and troubleshooting steps before contacting Qwest for installation assistance. Qwest technician dispatch to the premises of Customer's end-user for installation is available under the terms of the Subscriber Agreement.

6. Changes. Customer may move or add any Service (a "Change") if Qwest offers such Change, and Customer agrees to pay all applicable charges related to such Change. Any Change will be subject to the terms and conditions of the Subscriber Agreement and this Agreement.

7. Ongoing Customer Support. Customer will provide Tier .5 trouble technical support to Customer's end-users in connection with the Services it purchases from Qwest under this Agreement. Qwest will not provide any such support to Customer's end-users unless otherwise mutually agreed to by the parties in writing. Qwest will provide Tier 1 and Tier 2 trouble technical support directly to Customer. Tier .5 trouble refers to trouble reports that are received and handled by Customer without the involvement of Customer's network operations center ("NOC"). Tier .5 trouble typically includes problems with a Customer end-user's account status or CPE/modem. Tier .5 trouble also refers to trouble reports that are either escalated by Customer to the Customer NOC, or are originally in the Customer NOC. Upon the occurrence of a such Tier .5 trouble, the Customer NOC will typically open a trouble ticket concerning the problem. Tier .5 trouble does not require Qwest's assistance. Tier 1 and Tier 2 trouble refers to trouble that in the judgment of both Customer's NOC and Qwest requires the involvement of Qwest directly with Customer's end-user. Customer must arrange for discussions between its end-users and Qwest for Tier 1 and Tier 2 trouble. Neither Customer nor its end-users may use Qwest retail channel customer support services, including without limitation, Qwest "Click to Chat" service. Miscellaneous and other charges in the Rate Cards and Subscriber Agreement for any ongoing support will be charged to Customer when Qwest performs support.

8. Restricted Use of the Services. Customer represents and agrees that its and its end-users' use of the Services will comply in all respects with the Subscriber Agreement and Qwest's Acceptable Use Policy ("AUP"), which is posted at <http://www.qwest.com/legal/>. The AUP is incorporated by this reference and is made a part of this Agreement. Qwest may change the AUP at any time and such change will be effective upon posting to the website. Customer represents and warrants that as of the Effective Date, Customer has accessed, read and understands the AUP. Customer agrees that the Services purchased under this Agreement will only be used by Customer's end-users. Qwest reserves the right to immediately discontinue the Discount to Customer and to immediately terminate any or all Services if Qwest determines that Customer has permitted usage of any Service for purposes other than as permitted in this Agreement, the Subscriber Agreement or the AUP or Customer breaches this Agreement. Customer will be solely responsible and liable for any mis-use of the Services by its end-users, and for its end-users' compliance with all terms and conditions relating to the Services, and will defend and indemnify Qwest, its affiliates, agents, and contractors against all third party claims, liabilities, costs, and expenses, including reasonable attorneys' fees, related to the use, mis-use, high volume or excessive use, modification or resale of the Services by Customer or end-users, or any AUP violation.

9. Payment. Customer will remain solely responsible for any and all Customer obligations under this Agreement and the Subscriber Agreement, including without limitation, payment obligations, for all Services purchased under this Agreement. Customer will remain

QWEST WHOLESALE BROADBAND SERVICE AGREEMENT

Qwest's customer of record for all Services. Customer will receive from Qwest a summary bill for all of the Services it purchases under this Agreement. Customer must pay Qwest all charges within thirty (30) days after the summary bill date. The payment terms in the Subscriber Agreement otherwise apply. If requested by Qwest, Customer will provide appropriate financial records, e.g., Customer's balance sheet, income statement and cash flow statement within five (5) calendar days of Qwest's request. Qwest may use these financial records to determine Customer's continuing credit approval. 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. If Qwest deems itself insecure with respect to Customer's ability to pay for any reason, including without limitation: (i) Customer's failure to pay any invoice when due; (ii) any change in control of Customer or Qwest's reasonable belief that a material change in Customer's circumstances or financial condition has occurred or is imminent; or (iii) a material change in Customer's anticipated or actual usage of Services; Qwest may, at its election, upon twenty-four (24) hours prior notice, take one or more of the following actions: (a) refuse to complete any pending orders for any Service, (b) refuse to accept additional Order Forms; (c) temporarily suspend or limit any and all Services; (d) require that Customer provide to Qwest, within five (5) calendar days, a deposit or other acceptable form of security; and (e) discontinue any or all Services. If Qwest terminates any Service as permitted under this Agreement, Qwest can transition Customer's end-users to any other provider, including Qwest.

9.1 ARRA. Customer must not remit payment for the Services with 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 agreed to by the parties in this Agreement or in an amendment to this Agreement.

9.2 Taxes, Fees, and other Governmental Impositions. In addition to other charges for the Services, Customer will pay all Taxes set forth on the invoices, unless Customer provides Qwest with an appropriately completed and valid exemption certificate or other evidence acceptable to Qwest that the Services are not subject to Taxes. Qwest will not issue any exemption, credit or refund of any Taxes paid for usage prior to the Customer's submission of that evidence. "Taxes" mean any and all applicable foreign, national, federal, state and local taxes, including, without limitation, all use, sales, value-added, goods and services, excise, franchise, commercial, gross receipts, license, privilege or other similar taxes, levies, surcharges, charges for universal support mechanisms, duties and fees, whether charged to or against the Customer, with respect to the supply of the Services or underlying facilities provided by a party under this Agreement, as well as any other imposition by any governmental authority which has the effect of increasing Qwest's cost of providing the Services or the underlying facilities. Such term will not include any imposition that is based upon, or measured by, Qwest's property, income, net worth or capital stock. Customer will pay all amounts due on an invoice free and clear and without deduction or withholding for any and all present or future Taxes. If Customer reduces a payment for a required tax deduction or withholding, Customer will pay Qwest an additional amount such that the net received by Qwest is equal to the original invoiced amount. Each party to this Agreement is solely responsible for all taxes on its own business, including taxes based on net income, property value, capital stock, or net worth and is responsible for any tax filings, payment, protest, audit and litigation that are related to its own business.

10. Limitation of Liability. NEITHER QWEST, 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 CLAIM BY CUSTOMER FOR DAMAGES UNDER THIS AGREEMENT, CUSTOMER'S EXCLUSIVE REMEDIES FOR SUCH CLAIM WILL BE LIMITED TO THOSE REMEDIES SET FORTH IN THE SUBSCRIBER AGREEMENT. EXCEPT AS SPECIFICALLY SET FORTH IN THE SUBSCRIBER AGREEMENT, QWEST DISCLAIMS (A) ALL WARRANTIES, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, (B) ANY LIABILITY FOR LOSS, DAMAGE, OR INJURY TO ANY PARTY AS A RESULT OF ANY CPE AND (C) ALL WARRANTIES FOR CPE.

11. 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. "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; 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. Each party will use reasonable efforts to protect the other's Confidential Information, and will use at least the same efforts to protect such Confidential Information as the party would use to protect its own. 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 and the receiving party will cooperate with the disclosing party to seek or take appropriate protective measures and will make such disclosure in a manner to best protect the Confidential Information from further disclosure.

12. Notices. Except as otherwise provided herein, all required notices must be in writing and sent to Qwest at 1801 California Street, Suite 1000, Denver, Colorado 80202; Facsimile #: (303) 295-7049; Attn.: Corporate Counsel-QC Wholesale, 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 or in the Subscriber Agreement, all notices will be deemed given: (a) when delivered in person to the recipient named

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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.

13. Governing Law; Dispute Resolution. This Agreement will be governed by the laws of the state of Colorado without regard to its choice-of-law principles. A party must file any legal proceeding relating to this Agreement in a United States District Court, or absent federal court jurisdiction, in a state court of competent jurisdiction, in the location of the other party's principal place of business; provided, however, that Qwest may file proceedings in Denver, Colorado to collect undisputed amounts billed. In such event, Customer consents to jurisdiction and venue for any such court proceeding in Denver, Colorado. If either party initiates a legal proceeding to resolve a billing dispute, the parties will, within five (5) business days, place any disputed and withheld amounts with U.S. Bank (or such other institution as Qwest may specify in writing), under a mutually agreeable escrow agreement. 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 relating to this Agreement on a class or consolidated basis or in a representative capacity.

14. Assignment. Customer may not assign this Agreement without the prior written consent of Qwest, which will not be unreasonably withheld.

15. General. This Agreement is intended solely for Qwest and Customer, and not to benefit or be enforceable by any other person or entity (e.g., Customer's affiliates and end-users). Customer may resell individual Services it purchases under this Agreement notwithstanding provisions in the Subscriber Agreement to the contrary. Customer must, however, comply with all restrictions on use of the Services and other resale restrictions in the Subscriber Agreement, including without limitation, the restriction on establishing a WiFi hotspot. If any term of the 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 the Agreement will be construed as a waiver of any of its rights hereunder. A party may waive a right under this Agreement only in a writing signed by an authorized representative of the waiving party. Such a waiver does not waive any future rights. All terms of the Agreement that should by their nature survive the termination of the 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: the Agreement, the Subscriber Agreement, the Rate Cards, the QWB PCAT and any Order Form. Except for updates initiated by Qwest to the Subscriber Agreement, Rate Cards and or the QWB PCAT, all amendments to this Agreement must be in writing and signed by the parties' authorized representatives.

16. Entire Agreement. This Agreement, the Subscriber Agreement, the Rate Cards, the QWB PCAT and any Order Form constitute the entire agreement between Customer and Qwest and supersede all prior oral or written agreements or understandings relating to this subject matter.

17. Remedies. No right specified in this Agreement limits Qwest's other rights or remedies under this Agreement, at law, or in equity.

18. Compliance with Laws. In performing its obligations under this Agreement, each party will comply with applicable foreign, federal, state, or local laws or regulations relating to the subject matter of this Agreement, including, but not limited to, any United States Export Administration Regulations and the Foreign Corrupt Practices Act.

19. Headings. Headings are for convenience only and do not affect the meaning of any terms of this Agreement.

20. Counterparts and Facsimile Signatures. The parties may execute this Agreement by facsimile copy or in any number of counterparts, which together will constitute one and the same agreement. Only Qwest will provide the final version of this Agreement or any amendment for execution.

21. Authorization. Each party warrants that: (a) the full legal name of the legal entity intended to provide or receive the benefits or Services under this Agreement is accurate; (b) the person signing this Agreement has been duly authorized to execute this Agreement; and (c) the execution of the Agreement does not conflict with law, the terms of any charter, bylaw, articles of association, or any other agreements with third parties. Qwest may rely upon any instruction, instrument, or signature reasonably believed by Qwest to be genuine and authorized by the Customer. Each party acknowledges that it has received the advice of competent counsel.