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NO ACTION

Qwest.

Spirit of Service

Qwest Corporation

1600 7th Avenue, Room 1506
Seattle, Washington 98191
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Mark S. Reynolds
Assistant Vice President
Public Policy & Regulatory Affairs

March 29, 2011

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 CenturyLink. This is a new agreement entitled Wholesale Data Services 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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QWEST CORPORATION WHOLESALE DATA SERVICES AGREEMENT

GENERAL TERMS AND CONDITIONS

THIS AGREEMENT is between Qwest Corporation, including its subsidiaries El Paso County Telephone Company and Malheur Home Telephone Company ("Qwest") and Customer (each identified in the signature blocks) and will become effective on the later of: the latest signature date or April 15, 2009 (the "Agreement Effective Date"). Unless otherwise defined in the Agreement, capitalized terms are defined in Addendum 1. Each Qwest entity is responsible only for providing Service in its respective territory, and in no case will one Qwest entity be liable to Customer for actions or failures of another Qwest entity.

QWEST: QWEST CORPORATION By:  LT Christensen Director Wholesale Contracts Date: <u>8/4/09</u>	CUSTOMER: <u>CenturyTel Service Group, LLC</u> Full Company Legal Name / Print By:  Signature Printed Name: <u>TIM WALDEN</u> Title: <u>VICE PRESIDENT, ENGINEERING</u> Date: <u>7/1/09</u>
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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, or has had opportunity to receive, the advice of competent counsel.

This Agreement incorporates by reference additional material terms and conditions applicable to the Services as set forth in the RSS http://tariffs.qwest.com:8000/idd/groups/public/documents/rss/htmltoc_gc_rss1.htm. Customer has reviewed the RSS. Customer agrees that it is impractical for Qwest to list all the terms, conditions and charges applicable to the Services in these General Terms and Conditions and the Service Exhibits. Customer further agrees that Qwest has acted reasonably in providing it access to the RSS. Qwest will keep an archive of the web pages of the RSS listing Rates, terms and conditions, including dates of changes to Rates, terms and conditions. Customer agrees that Qwest's archive is conclusive evidence in the event of dispute.

QWEST CORPORATION WHOLESALE DATA SERVICES AGREEMENT

1. **Notices.** Notice is given when: (a) delivered by facsimile or e-mail, so long as duplicate notification is sent via U.S. Mail; (b) delivered in person; (c) deposited in either registered, overnight or certified U.S. Mail, postage prepaid, if sent in the U.S; or (d) delivered to an overnight courier service. Qwest may provide notice via email without duplicate notification via U.S. Mail for: (w) notices provided under Section 6, (x) rate change notices, (y) notices regarding changes in the RSS, or (z) notices regarding changes in maintenance windows. Customer's continued subscription to, usage of, or payment for Services after the effective date of such changes will be deemed to be Customer's acceptance of such changes. If Customer does not agree to such changes, Customer must contact Customer's Qwest sales representative and either terminate Customer's Services or make alternative arrangements with Qwest before the effective date of such changes. All required written notices must be sent to the addresses specified below or other addresses as may be specified in writing, or via the electronic subscription tool, by the recipient:

To Qwest:
Director Wholesale Contracts
1801 California Street, 24th Floor
Denver, Colorado 80202
Facsimile #: (303) 896-7358
E-Mail: wholesale.contracts@qwest.com

To Customer: *CENTURYTEL SERVICE GROUP, LLC*
Name: *NETWORK FINANCIAL ASSURANCE*
Address: *100 CENTURYTEL DR*
MONROE, LA 71203
Phone #: *318-388-9000*
Facsimile #: *318-340-5735*
E-Mail: *John.Rappold@Centurytel.com*
Attention: *John Rappold*

With copy to:

Qwest Corporation
1801 California Street
Denver, Colorado 80202
Facsimile #: 1-888-778-0054
Attention: Wholesale Legal Department

Legal/Rate Change Notices To Customer:
Name: *CENTURYTEL SERVICE GROUP, LLC*
Address: *NETWORK FINANCIAL ASSURANCE*
100 CENTURYTEL DR
MONROE, LA 71203
Phone #: *318-388-9000*
Facsimile #: *318-340-5735*
E-Mail: *JAMES.BUTLER@Centurytel.com*
Attention: *JAMES BUTLER*

2. **Applicable Services.** Services are available only in Qwest's local service areas in the following states: Arizona, Colorado, Idaho, Iowa, Minnesota, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington, and Wyoming. The Service Exhibits included under this Agreement as of the Agreement Effective Date are:

(CHECK SERVICE EXHIBITS TO BE INCLUDED WITH THIS AGREEMENT)

- Asynchronous Transfer Mode Service
- Frame Relay
- GeoMax
- HDTV-Net
- Metro Optical Ethernet
- Self-Healing Network Service
- Synchronous Service Transport

Asynchronous Transfer Mode ("ATM") Service, Frame Relay ("FR"), GeoMax, HDTV-Net, Metro Optical Ethernet ("QMOE"), Self-Healing Network Service ("SHNS"), and Synchronous Service Transport ("SST") are subject to relief from federal tariff requirements as provided in the Matter of Qwest Petition for Forbearance Under 47 U.S.C. § 160(c) from Title II and Computer Inquiry Rules with Respect to Broadband Services, FCC No. 08-168. This Agreement will apply to the provision of any service that is on a month-to-month basis upon detariffing, converts to month-to-month after detariffing, or is ordered under the Agreement after detariffing. Customer agrees that all amounts and obligations owed to Qwest for services provisioned or ordered under the FCC1 Tariff prior to detariffing will be due and owing under this Agreement.

**QWEST CORPORATION WHOLESALE DATA SERVICES AGREEMENT
QWEST INTERSTATE ATM SERVICE EXHIBIT**

1. General; Definitions. Qwest will provide and Customer will purchase Qwest interstate Asynchronous Transfer Mode service ("ATM" or "Service") under the Agreement, this service exhibit ("Service Exhibit"), and Section 8.5 of the RSS (additional sections of the RSS may include information relevant to the Service), and at the locations specified on an accepted Order Form. Qwest may change the section number or other reference to the RSS section at any time. Despite any such change, the RSS section for Service remains part of this Service Exhibit. Capitalized terms not defined in this Service Exhibit are defined in the Agreement. Service is subject to Tech Pub 77378.

2. Service.

2.1 Description. Qwest ATM Service is a broadband network transport service that provides a fast, efficient way to electronically move large quantities of information over a reliable, scalable, fiber-optic ATM network. Service is designed to support many different applications (e.g., data, video, and voice), within an enterprise network, treating each application based on its bandwidth requirements. Service uses high-speed ATM networking technology to bundle information into fixed segments called "cells." Information is shared among multiple locations via dedicated physical links and virtual channel connections or virtual path connections. Service supports a full range of speeds from 1.544 Mbps to 622 Mbps. Service requires the use of customer premises equipment ("CPE") that functions as a router, hub, or ATM switch. This CPE must be purchased separately from the Service and must conform to industry ATM standards. The CPE accumulates customer information and puts it into a cell format suitable for transmission over the ATM network.

2.2 Private Line Transport. If DS3 service is purchased for ATM, it must be purchased from the private line transport tariff. If there are any conflicts between the applicable private line transport tariff and the RSS governing ATM, the private line transport tariff will prevail for the mileage portion. Any additional charges (including termination charges) resulting from changes to your Service locations, will be billed to you in accordance with the then-current applicable private line transport tariff.

2.3 Changes. Customer may do any of the following on an Order Form: (a) add Service; (b) increase the Service speed; and/or (c) change the physical location of all or part of Service to another location within Qwest's 14-state local service area. Such changes to Service will be provided only if Service is available at the speed(s) and location(s) requested and Funding is approved, if applicable.

3. Service Term; Termination.

3.1 Service Term. This Service Exhibit will begin on the Effective Date of the Agreement (or an amendment to the Agreement if Customer adds this Service Exhibit after the Effective Date of the Agreement) and will continue until the expiration or termination of the last Service to expire (or terminate). Each Service ordered, including additions and renewals, will have its own Minimum Service Period (per the Agreement) and be coterminous with the first ATM circuit. But if insufficient time remains in the Service Term of the first ATM circuit to cover the Minimum Service Period of the Service being added, then all existing Service must be renewed for a new Service Term that covers the Minimum Service Period of the Service being added. If Customer does not issue an Order Form to renew Service to a new Service Term by the expiration of an existing Service Term, Service will continue under the terms of the Agreement and this Service Exhibit and revert to the then-current month-to-month Rates specified in the RSS.

3.2 Termination.

(a) Either party may terminate Service or this Service Exhibit in accordance with the Agreement and RSS. Customer will remain liable for charges accrued but unpaid as of the termination date. If, prior to the conclusion of the Service Term, Service or this Service Exhibit is terminated either by Qwest for Cause or by Customer for Convenience, then Customer will also be liable for any Termination Charges.

(b) If that termination is before the date Service is available for use, the Termination Charge will be those reasonable expenses incurred by Qwest through the date of termination including, but not limited to, the standard installation charges for the Service, regardless of any waivers or promotions extended to Customer based on its completion of the Service Term.

(c) If that termination is during the Minimum Service Period, Customer will pay a Termination Charge of 100% of the Service MRCs being terminated, including the applicable cell transfer MRCs, multiplied by the number of months remaining in the Minimum Service Period, plus 40% of the MRCs multiplied by the number of months remaining in the Service Term after the Minimum Service Period. Service elements that can initially be ordered month-to-month will have a one-month Minimum Service Period.

(d) If that termination is after the Minimum Service Period, Customer will pay a Termination Charge of 40% of the MRCs multiplied by the number of months remaining in the Service Term.

(e) Service is no longer subject to a Termination Charge once it goes month-to-month after the completion of the Service Term.

4. Charges.

4.1 Standard Rates for Service are set forth in the RSS and the Parties agree that the RSS Web pages containing the ATM pricing are a part of this Service Exhibit. The actual Rates for any Service elements installed during the first 12 months of the Service Term will be those in effect in the RSS on the date the first Service element ordered under an Order Form is installed, as evidenced by Qwest records ("Phased-In Installation"). Additions or changes to Service beyond the Phased-In Installation period will be at the then-current RSS Rates on the installation date. If Service is renewed for a new Service Term on an Order Form, the Rates will be those in effect at the time the Service is renewed, as evidenced by Qwest's records.

**QWEST CORPORATION WHOLESALE DATA SERVICES AGREEMENT
QWEST INTERSTATE ATM SERVICE EXHIBIT**

4.2 Nonstandard rates will be identified either by rate or discount contained in a pricing exhibit attached to or as an amendment to this Service Exhibit. In order to receive nonstandard rates, Customer must include the contract number in the Order Form for the Service.

**QWEST CORPORATION WHOLESALE DATA SERVICES AGREEMENT
QWEST INTERSTATE FRAME RELAY SERVICE EXHIBIT**

1. General. Qwest will provide and Customer will purchase Qwest interstate Frame Relay service ("FR" or "Service") under the Agreement, this service exhibit ("Service Exhibit"), and Section 8.3 of the RSS (additional sections of the RSS may include information relevant to the Service), and at the locations specified on an accepted Order Form. Qwest may change the section number or other reference to the RSS section at any time. Despite any such change, the RSS section for Service remains part of this Service Exhibit. Capitalized terms not defined in this Service Exhibit are defined in the Agreement. Service is subject to Tech Pub 77372.

2. Service.

2.1 Description. FR is a network transport service that allows customers to electronically deliver data, images, voice, and Internet access over a reliable, scalable, and secure network. Using high-speed networking technology to bundle information into packets called frames, FR uses a common format with a common set of rules based on frame relay forum standards. Instead of assigning fixed channels to specific applications, FR uses statistical multiplexing that allows customer allocation of circuit bandwidth to applications, as needed, thus providing a cost-effective solution. FR is designed to support many different business applications within a network, treating each business application based on bandwidth needs. FR supports physical layer connections from 56/64 Kbps to 45 Mbps based on traditional digital hierarchy services. FR requires the use of CPE that functions as a multiplexer, router, hub, or frame relay switch. The CPE must be purchased separately from FR and must conform to industry standards for physical digital hierarchy and frame relay logical termination. The CPE accumulates information and puts it into frame format suitable for transmission over the Qwest FR network.

2.2 Private Line Transport. If DS3 service is purchased for FR, it must be purchased from the private line transport tariff. If there are any conflicts between the applicable private line transport tariff and the RSS governing FR, the private line transport tariff will prevail for the mileage portion. Any additional charges (including Termination Charges) resulting from changes to your Service locations, will be billed to you in accordance with the then-current applicable private line transport tariff.

2.3 Changes. Customer may do any of the following on an Order Form: (a) add Service; (b) increase the Service speed; and/or (c) change the physical location of all or part of Service to another location within Qwest's 14-state local service area. Such changes to Service will be provided under the terms and conditions of the RSS provided Service is available at the speed(s) and location(s) requested and Funding is approved, if applicable.

3. Service Term; Termination.

3.1 Service Term. This Service Exhibit will begin on the Effective Date of the Agreement (or an amendment to the Agreement if Customer adds this Service Exhibit after the Effective Date of the Agreement) and will continue until the expiration or termination of the last to expire (or terminate) Service. Each Service ordered, including additions and renewals, will have its own Minimum Service Period (per the Agreement) and be coterminous with the first FR circuit. However, if there is not enough time left in the Service Term of the first FR circuit to cover the Minimum Service Period of the Service being added, then all existing Service must be renewed for a new Service Term that covers the Minimum Service Period of the Service being added. If Customer does not issue an Order Form to renew Service to a new Service Term by the expiration of an existing Service Term, Service will continue under the terms of the Agreement and this Service Exhibit and revert to the then-current month-to-month Rates specified in the RSS.

3.2 Termination; Portability.

(a) Either party may terminate Service or this Service Exhibit in accordance with the Agreement and RSS. Customer will remain liable for charges accrued but unpaid as of the termination date. If, prior to the conclusion of the Service Term, Service or this Service Exhibit is terminated either by Qwest for Cause or by Customer for Convenience, then Customer will also be liable for any Termination Charges.

(b) If that termination is before the date Service is available for use, the Termination Charge will be those reasonable expenses incurred by Qwest through the date of termination including, but not limited to, the standard installation charges for the Service, regardless of any waivers or promotions extended to Customer based on its completion of the Service Term.

(c) If that termination is during the Minimum Service Period, Customer will pay a Termination Charge of 100% of the Service MRCs being terminated, multiplied by the number of months remaining in the Minimum Service Period, plus 25% of the MRCs multiplied by the number of months remaining in the Service Term after the Minimum Service Period. Service elements that can initially be ordered month-to-month will have a one-month Minimum Service Period.

(d) If that termination is after the Minimum Service Period, Customer will pay a Termination Charge of 25% of the MRCs multiplied by the number of months remaining in the Service Term.

(e) Service is no longer subject to a Termination Charge once it goes month-to-month after the completion of the Service Term.

(f) For moves to another building without an upgrade in transmission speed and moves to another building that include replacing FR with another Qwest-provided service with the same transmission speed as the disconnected FR, this clause applies instead of the Waiver Policy and the terms of this clause will be referred to as "Portability." The MRCs for the moved FR or new service will be those in effect at the time the FR or new service is installed. All NRCs apply for the moved FR or new service. TLA and a new MSP will be waived when Customer moves FR to another building. TLA will be waived and a new MSP will apply for moves to another building that include replacing FR with another Qwest-provided service. Portability only applies if all of the following conditions are met:

- (i) The existing and new service are provided solely by Qwest,
- (ii) The FR in the new building has a speed equal to the speed of the disconnected FR,

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QWEST INTERSTATE FRAME RELAY SERVICE EXHIBIT**

- (iii) The request to disconnect the existing FR and the request for the service at the new location are received by Qwest at the same time and both requests reference Portability,
- (iv) Customer's request for the disconnect order for the existing service must reference the new connect order, and
- (v) The due date of the new connect order must be within 30 days of the due date of the disconnect order.

4. Charges.

4.1 Standard Rates for Service are set forth in the RSS and the Parties agree that the RSS Web pages containing the FR pricing are a part of this Service Exhibit. The actual Rates for any Service elements installed during the first 12 months of a multi-year Service Term (or during the 12 months on a 12-month Service Term) ("Phased-In Installation") will be those in effect in the RSS on the date the first Service element ordered under an Order Form is installed, as evidenced by Qwest records. Additions or changes to Service beyond the Phased-In Installation period will be at the then-current RSS Rates on the installation date. However, for Service Terms longer than 24 months, additions or changes in the last 6 months of the Service Term will be at the then-current month-to-month Rates in the RSS. At the conclusion of the Service Term, the Service will continue to be subject to the Agreement and this Service Exhibit; the Rates will revert to the then-current month-to-month Rates in the RSS, unless Service is renewed for a new Service Term on an Order Form. If Service is renewed for a new Service Term on an Order Form, the Rates will be those in effect at the time the Service is renewed, as evidenced by Qwest's records.

4.2 Nonstandard rates will be identified either by rate or discount contained in a pricing exhibit attached to or as an amendment to this Service Exhibit. In order to receive nonstandard rates, Customer must include the contract number in the Order Form for the Service.

**QWEST CORPORATION WHOLESALE DATA SERVICES AGREEMENT
QWEST INTERSTATE GEOMAX SERVICE EXHIBIT**

1. General; Definitions. Qwest will provide and Customer will purchase Qwest interstate GeoMax® service ("GeoMax" or "Service") under the Agreement, this service exhibit ("Service Exhibit"), and Section 7.18 of the RSS (additional sections of the RSS may include information relevant to the Service), and at the locations specified on an accepted Order Form. Qwest may change the section number or other reference to the RSS section at any time. Despite any such change, the RSS section for Service remains part of this Service Exhibit. Service is subject to Tech Pub 77407 and to the SLA.

2. Service.

2.1 Description.

(a) GeoMax is a high-speed, high-capacity, multi-protocol, fiber-optic data transport service (the "Service") that utilizes Dense Wave Division Multiplexing ("DWDM") technology with 24/7 proactive network monitoring and competitive SLA. Service is bit rate and protocol independent, thus enabling the Service to support multiple customer protocols and applications on a single platform. GeoMax uniquely supports both native and proprietary protocols (e.g., IBM mainframes) as well as industry-standard protocols such as SONET and Ethernet.

(b) Qwest will provide, install, maintain, repair, operate, and have sole access to the equipment necessary for Service. Subject to Funding and special Construction, Qwest will pay the cost of purchasing and installing all fiber and equipment necessary for Service; but non-reusable or non-recoverable costs (as determined by Qwest) will be at an additional charge to Customer. Customer will be notified in writing of any such charges before purchasing the service. Fiber and equipment required for the installation and maintenance of the Service will remain the sole and exclusive property of Qwest or its assignee, and nothing contained in this Service Exhibit will give or convey to Customer any right, title, or interest whatsoever in such fiber and equipment, except as explicitly provided. Such fiber and equipment is and will remain personal property, notwithstanding that it may be, or become, attached to or embedded in realty.

(c) Qwest will monitor and manage the Service 24 hours a day, 365 days a year. Qwest will provide, at Qwest's own expense and at Customer's option, as part of the Service, an appropriate network port at a Customer premise to allow read-only access for network monitoring of Service. Qwest will provide the appropriate software and operating system requirements and specifications necessary to enable Customer to gain access to this optional feature. Customer will provide, at Customer's own expense, a terminal compatible with the Qwest equipment used to provision Service to allow read-only monitoring of the Service.

2.2 Changes. Qwest will provide the following types of changes to Service under the terms and conditions of the RSS provided Service is available at the speed(s) and location(s) requested and as long as the Funding requirements are met:

(a) Additions to Service. Service elements can be added at the Rates in effect on the installation date of the original Service. Service additions will be coterminous with the existing GeoMax system bandwidth capacity (i.e., will expire on the same date as the GeoMax system bandwidth capacity contract term regardless of when they are ordered), unless Customer orders the service element for a shorter contract term than the GeoMax system bandwidth capacity. In that case, GeoMax service elements will expire based upon its expiration date. New shelves; however, cannot be added to the Service within the last 12 months of the Agreement. If Customer requests additional shelves with fewer than 12 months remaining in the Term, Customer will be required to submit an Order Form, which includes a new Term. Customer agrees to pay all applicable charges related to the addition, including MRCs and NRCs in effect on the installation date of the original Service and Construction charges. Additions will be requested on an Order Form.

(b) Moves. Customer may move either the entire Service or a portion of the Service within the Qwest 14-state local service area. A move involves a change in the physical location of the point of termination at the customer's premises or the physical location of the customer's premises. Customer agrees to pay all then-current MRCs, NRCs, and any Construction charges related to the new service. Moves will be requested on an Order Form.

(c) Upgrades. Customer may upgrade either its entire Service or a portion of the Service to a higher system bandwidth capacity and a new Minimum Service Period will apply. Termination Charges may apply if Customer does not qualify for the Waiver Policy as outlined in the Agreement. NRCs will not apply to the upgraded lower speed services placed onto the new higher speed GeoMax if requested at the same time as the GeoMax upgrade. Otherwise, all then-current MRCs, NRCs, and any Construction charges related to the new service will apply. Upgrades will be requested on an Order Form.

3. Service Term; Termination.

3.1 Service Term. This Service Exhibit will begin on the Agreement Effective Date (or the Amendment Effective Date if Customer adds this Service Exhibit after the Agreement Effective Date) and will continue until the expiration or termination of the last Service to expire (or terminate) under the terms of this Service Exhibit. Each Service ordered, including additions and renewals will have its own Minimum Service Period (per the Agreement) and Service Term (as indicated on an Order Form). If Customer does not issue an Order Form to renew Service to a new Service Term by the expiration of an existing Service Term, Service will continue under the terms of the Agreement and this Service Exhibit and revert to the then-current month-to-month Rates specified in the RSS.

3.2 Termination.

(a) Either party may terminate this Service or Service Exhibit in accordance with the Agreement and RSS. Customer will remain liable for charges accrued but unpaid as of the termination date. If Service is terminated before conclusion of the Service Term either by Qwest for Cause or by Customer for Convenience, then Customer will also be liable for a Termination Charge as follows:

(i) If the termination occurs during the Minimum Service Period, Customer will pay all accrued and unpaid charges for Service provided through the effective date of that termination plus a Termination Charge of 100% of the MRCs for the terminated Service

**QWEST CORPORATION WHOLESALE DATA SERVICES AGREEMENT
QWEST INTERSTATE GEOMAX SERVICE EXHIBIT**

multiplied by the number of months remaining in the Minimum Service Period, plus 70% of the MRCs for the terminated Service multiplied by the number of months after the Minimum Service Period remaining in the initial Service Term.

(ii) If the termination occurs after the Minimum Service Period, Customer will pay for all accrued and unpaid charges for Services provided through the effective date of such termination plus a Termination Charge of 70% of the MRCs for the terminated Service multiplied by the number of months remaining in the initial Service Term.

(b) Service is no longer subject to a Termination Charge once it goes month-to-month after the completion of the Service Term.

4. Charges.

4.1 Standard Rates for Service are set forth in the RSS and the Parties agree that the RSS Web pages containing the GeoMax pricing are a part of this Service Exhibit. Qwest may change the section number, Web page link, or other reference to this RSS section at any time. Despite any such change, the RSS section for Service remains part of this Service Exhibit. The actual Rates charged for Service will be those in effect in the RSS on the installation date of Service as evidenced by Qwest records. If Service is renewed for a new Service Term on an Order Form, the Rates will be those in effect at the time the Service is renewed, as evidenced by Qwest's records. Service is subject to and Customer will pay to Qwest all applicable Qwest RSS interstate charges.

4.2 Nonstandard rates will be identified either by rate or discount contained in a pricing exhibit attached to or as an amendment to this Service Exhibit. In order to receive nonstandard rates, Customer must include the contract number in the Order Form for the Service.

**QWEST CORPORATION WHOLESALE DATA SERVICES AGREEMENT
QWEST INTERSTATE HDTV-NET SERVICE EXHIBIT**

1. General; Definitions. Qwest will provide and Customer will purchase Qwest interstate HDTV-Net service ("HDTV-Net" or "Service") under the Agreement, this service exhibit ("Service Exhibit"), and Section 7.9 of the RSS (additional sections of the RSS may include information relevant to the Service), and at the locations specified on an accepted Order Form. Qwest may change the section number or other reference to the RSS section at any time. Despite any such change, the RSS section for Service remains part of this Service Exhibit. Capitalized terms not defined in this Service Exhibit are defined in the Agreement. Service is subject to Tech Pub 77401.

2. Service.

2.1 Description. HDTV-Net is a one-way, point-to-point digital video transport solution. It is provided over standard fiber optic facilities for transporting digital video signals that have been encoded to 19.4 Mbps, 270 Mbps, or 1.485 Gbps. HDTV-Net has transport conformation quality in accordance with national industry standards. The Service and interface options available for HDTV-Net are as follows:

(a) 19.4 Mbps service utilizes a Synchronous Serial Interface ("SSI").

(b) 270 Mbps service has two interface options: Serial Digital Interface ("SDI") and Digital Video Broadcast - Asynchronous Serial Interface ("DVB-ASI").

(c) 1.485 Gbps service utilizes a High Definition – Serial Digital Interface ("HD-SDI").

2.2 Customer will provide a standard electrical input signal using the appropriate coaxial cable connection to the Qwest SSI (19.4 Mbps), SDI (270 Mbps), DVB-ASI (270 Mbps), or HD-SDI (1.48 Gbps) Video equipment.

2.3 Customer is responsible for compression and encoding of the video stream while Qwest provides the transport without making any changes to the content of the signal.

2.4 Changes. Qwest will provide the following types of changes to Service under the terms and conditions of the RSS provided Service is available at the speed(s) and location(s) requested and as long as the Funding requirements are met:

(a) Moves. Customer may move either the entire Service or a portion of the Service within Qwest's 14-state local service area. A move involves a change in the physical location of the point of termination at the customer's premises or the physical location of the customer's premises. Customer agrees to pay all then-current MRCs, NRCs, and any Construction charges related to the new service. Moves will be requested on an Order Form.

(b) Upgrades. Customer may upgrade either their entire Service or a portion of the Service to a higher system bandwidth capacity and a new Minimum Service Period will apply. Termination Charges may apply if Customer does not qualify for the Waiver Policy as outlined in the Agreement. Otherwise, all then-current MRCs, NRCs, and any Construction charges related to the new service will apply. Upgrades will be requested on an Order Form.

3. Service Term; Termination.

3.1 Service Term. This Service Exhibit will begin on the Agreement Effective Date (or the Amendment Effective Date if Customer adds this Service Exhibit after the Agreement Effective Date) and will continue until the expiration or termination of the last Service to expire (or terminate) under the terms of this Service Exhibit. Each Service ordered, including options, additions, and renewals, will have its own Minimum Service Period (as defined in the Agreement) and Service Term (as indicated on an Order Form). If Customer does not issue an Order Form to renew Service to a new Service Term by the expiration of an existing Service Term, Service will continue under the terms of the Agreement and this Service Exhibit and revert to the then-current month-to-month rates specified in the RSS.

3.2 Termination.

(a) Either party may terminate this Service or Service Exhibit in accordance with the Agreement and RSS. Customer will remain liable for charges accrued but unpaid as of the termination date. If Service is terminated before conclusion of the Service Term either by Qwest for Cause or by Customer for Convenience, then Customer will also be liable for a Termination Charge as follows:

(i) If the termination occurs during the Minimum Service Period, Customer will pay all accrued and unpaid charges for Service provided through the effective date of that termination plus a Termination Charge of 100% of the MRCs for the terminated Service multiplied by the number of months remaining in the Minimum Service Period, plus 40% of the MRCs for the terminated Service multiplied by the number of months after the Minimum Service Period remaining in the initial Service Term.

(ii) If the termination occurs after the Minimum Service Period, Customer will pay for all accrued and unpaid charges for Services provided through the effective date of such termination, plus a Termination Charge of 40% of the MRCs for the terminated Service multiplied by the number of months remaining in the initial Service Term.

(b) Service is no longer subject to a Termination Charge once it goes month-to-month after the completion of the Service Term.

4. Charges.

4.1 Standard Rates for Service are set forth in the RSS and the Parties agree that the RSS Web pages containing the HDTV-Net pricing are a part of this Service Exhibit. The actual Rates charged for Service will be those in effect in the RSS on the installation date of Service as evidenced by Qwest records. If Service is renewed for a new Service Term on an Order Form, the Rates will be those in

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QWEST INTERSTATE HDTV-NET SERVICE EXHIBIT**

effect at the time the Service is renewed, as evidenced by Qwest's records. Service is subject to and Customer will pay to Qwest all applicable Qwest RSS interstate charges.

4.2 Nonstandard rates will be identified either by rate or discount contained in a pricing exhibit attached to or as an amendment to this Service Exhibit. In order to receive nonstandard rates, Customer must include the contract number in the Order Form for the Service.

**QWEST CORPORATION WHOLESALE DATA SERVICES AGREEMENT
QWEST INTERSTATE METRO OPTICAL ETHERNET SERVICE EXHIBIT**

1. General; Definitions. Qwest will provide and Customer will purchase Qwest Metro Optical Ethernet or QMOE[®] service ("Service" or "QMOE") under the Agreement, this service exhibit ("Service Exhibit") and Section 8.8 of the RSS (additional sections of the RSS may include information relevant to the Service), and at the locations specified on an accepted Order Form. Qwest may change the section number or other reference to the RSS section at any time. Despite any such change, the RSS section for Service remains part of this Service Exhibit. Service is subject to Tech Pub 77411 and to the SLA.

2. Service.

2.1 Description. QMOE is a flexible transport service that uses established Ethernet transport technology. QMOE provides connections between multiple Customer locations within a metropolitan area using native Ethernet protocol. The transmission speed depends on the Ethernet port ("Port") selected and the amount of bandwidth ordered over the Port ("Bandwidth Profile"). QMOE extends to the Demarcation Point. Service is available over three designs: (a) "Customer Premises," supporting transmission speeds as low as 5 Mbps and up to 1 Gbps in increments of 10 Mbps from 10 up to 100 Mbps, and in increments of 100 Mbps from 100 up to 1,000 Mbps; (b) "Central Office," supporting transmission speeds of up to 100 Mbps, 600 Mbps and 1,000 Mbps; and (c) "Ethernet with Extended Transport" (DS3 required and purchased separately from QMOE), supporting transmission speeds as low as 5 Mbps and up to 40 Mbps.

2.2 Changes. Customer may add or change Service with an Order Form. Subsequent Order Forms to add or change a Bandwidth Profile, Quality of Service or Protect Routing to an existing Service Term must be coterminous with the existing Service Term. Subsequent Order Forms to increase a QMOE Bandwidth during the Service Term, will not be assessed the QMOE Port NRC, unless the change in bandwidth requires a higher capacity QMOE Port that would result in a QMOE Port NRC; however, the MRC will be changed to the then-current QMOE Bandwidth Profile Charge specified in the RSS. Customer may subsequently decrease the QMOE Bandwidth Profile as low as the originally configured bandwidth without being assessed a Termination Charge. If Customer chooses to decrease the QMOE Bandwidth to a lower bandwidth than originally agreed to before the expiration date of the Service Term, Termination Charges will apply.

2.3 Moves. Customer requests for a physical move of Service to a new location will be treated as a termination of service at the original location. NRCs will apply and Minimum Service Period requirements must be met in the new location. If the remainder of the original Service Term is not long enough after the effective date of the move to meet the Minimum Service Period for the moved Service, then Customer must select a new Service Term. Customer requests for a physical move of Service to a location within the same building as the existing Service will be charged a fee equal to one half the applicable NRC charge.

3. Service Term; Termination.

3.1 Service Term. This Service Exhibit will begin on the Effective Date of the Agreement (or an amendment to the Agreement if Customer adds this Service Exhibit after the Effective Date of the Agreement) and will continue until the expiration or termination of the last to expire (or terminate) Service. Each Service ordered, including additions and renewals will have its own Minimum Service Period (as defined in the Agreement) and Service Term (as indicated on an Order Form). If Customer does not issue an Order Form to renew Service to a new Service Term by the expiration of an existing Service Term, Service will continue under the terms of the Agreement and this Service Exhibit and revert to the then-current month-to-month Rates specified in the RSS.

3.2 Termination.

(a) Either party may terminate Service or this Service Exhibit in accordance with the Agreement and RSS. Customer will remain liable for charges accrued but unpaid as of the termination date. If, prior to the conclusion of the Service Term, Service or this Service Exhibit is terminated either by Qwest for Cause or by Customer for Convenience, then Customer will also be liable for any Termination Charges.

(b) If that termination is before the date Service is available for use, the Termination Charge will be those reasonable expenses incurred by Qwest through the date of termination including, but not limited to, the standard installation charges for the Service, regardless of any waivers or promotions extended to Customer based on its completion of the Service Term.

(c) If that termination is during the Minimum Service Period, Customer will pay a Termination Charge of 100% of the Service MRCs being terminated, multiplied by the number of months remaining in the Minimum Service Period, plus 40% of the MRCs multiplied by the number of months remaining in the Service Term after the Minimum Service Period.

(d) If that termination is after the Minimum Service Period, Customer will pay a Termination Charge of 40% of the MRCs multiplied by the number of months remaining in the Service Term.

(e) Service is no longer subject to a Termination Charge once it goes month-to-month after the completion of the Service Term.

4. Rates.

4.1 Standard Rates for Service are set forth in the RSS and the Parties agree that the RSS Web pages containing the QMOE pricing are a part of this Service Exhibit. The actual Rates for any Service elements installed during the first 12 months of the Service Term will be those in effect in the RSS on the date the first Service element ordered under an Order Form is installed, as evidenced by Qwest records ("Phased-In Installation"). Additions or changes to Service beyond the Phased-In Installation period will be at the then-current RSS Rates on the installation date. If Service is renewed for a new Service Term on an Order Form, the Rates will be those in effect at the time the Service is renewed, as evidenced by Qwest's records.

4.2 Nonstandard rates will be identified either by rate or discount contained in a pricing exhibit attached to or as an amendment to this Service Exhibit. In order to receive nonstandard rates, Customer must include the contract number in the Order Form for the Service.

**QWEST CORPORATION WHOLESALE DATA SERVICES AGREEMENT
QWEST INTERSTATE SELF-HEALING NETWORK SERVICE EXHIBIT**

1. General; Definitions. Qwest will provide and Customer will purchase Qwest interstate Self-Healing Network Service ("SHNS" or "Service") under the Agreement, this service exhibit ("Service Exhibit"), and Section 15 of the RSS (additional sections of the RSS may include information relevant to the Service), and at the locations specified on an accepted Order Form. Qwest may change the section number or other reference to the RSS section at any time. Despite any such change, the RSS section for Service remains part of this Service Exhibit. Service is subject to Tech Pub 77332 and the SLA.

2. Service.

2.1 Description.

(a) SHNS offers a dedicated, customer-specific service arrangement that provides high capacity digital services between multiple customer-designated locations ("Access Nodes") within a local access transport area and a minimum of one Qwest wire center. A minimum of three nodes is required, where at least one of the nodes must be located in a Qwest wire center. Each circuit is then configured to travel around a ring and drop at any two nodes on the ring. The ring can support multiple bandwidths and will allow a variety of interfaces within the same ring.

(b) SHNS, using SONET technology and is available at system capacity bandwidths of: 155.52 Mbps (OC-3), 622.08 Mbps (OC-12), 2.488 Gbps (OC-48), and 9.953 Gbps (OC-192). The Add-Drop Multiplexers ("ADM") configuration is to be used in unidirectional path-protection switching architecture. SHNS is available throughout Qwest serving areas and contemplates the use of existing facilities. There may be occasions where the Service is not available due to facilities limitations, or where it may be necessary to construct such facilities, and special Construction charges may apply.

(c) SHNS provides a failure-resistant telecommunications network consisting of two concentric fiber optic rings: (i) a clockwise ring, the working path, and (ii) a counterclockwise ring, the protection path. A combination of this fiber ring technology and a series of Intelligent Network Elements ("INEs") allow SHNS to automatically detect network failures and reconfigure around them. The INEs consist of ADMs and appropriate software to provide access from the Access Node on and off the SHNS ring. At the network interface, the customer can order desired ports. The node copies all entering data frames and sends one copy on the working path and another on the protection path in the opposite direction. At the receiving or destination node, frames on both paths are monitored and compared, and the frame with no, or the fewest number, of flawed bits is selected. In this way, if one of the rings goes down, the SHNS attempts to "heal" itself. Similarly, because the data travels in both directions around the ring, if a break occurs in both cables at one part of the ring, the data should still reach its destination.

(d) Customer has the option of purchasing Qwest's Ethernet over SONET ("EoS") ports for SHNS. EoS is subject to Tech Pub 77332. The Order Form will indicate if EoS port is being purchased by Customer. EoS is a protocol for the point-to-point, bi-directional, full duplex transmission of data over customer-purchased SONET-based facilities. EoS port allows for Ethernet to Ethernet interfaces and Ethernet to 155.52 Mbps, 622.08 Mbps, or 2.488 Gbps SONET interfaces. EoS port is available at port speeds of 10 Mbps, 100 Mbps, or 1 Gig (1000 Mbps). It may connect to other Qwest-provided Ethernet services (i.e., GeoMax Ethernet port or QMOE®) where such connections are made at a Qwest wire center where equipment for each type of service co-exists. EoS ports are only available on a month-to-month basis.

(e) Customer must sign the FLEX-R third party leasing agreement when purchasing the Software Reconfiguration Capability ("SRC") option. The signed agreement must be received by Qwest prior to installation of the SRC option.

2.2 Changes. The following types of changes to Service will be provided under the terms and conditions of the RSS provided Service is available at the speed(s) and location(s) requested and as long as the Funding requirements are met:

(a) Additions to Service. Service elements can be added at the then-current RSS rates, and will be coterminous with the existing SHNS system bandwidth capacity (i.e., will expire on the same date as the SHNS system bandwidth capacity contract term regardless of when they are ordered), unless Customer orders the service element for a shorter contract term than the SHNS system bandwidth capacity. In this case, SHNS service elements will expire based upon its expiration date. Additions will be requested on an Order Form.

(b) Moves. Customer may move either the entire Service or a portion of the Service within Qwest's 14-state local service area. A move involves a change in the physical location of the point of termination at the customer's premises or the physical location of the customer's premises. Customer agrees to pay all then-current MRCs, NRCs, and any Construction charges related to the new service. Moves will be requested on an Order Form.

(c) Upgrades. Customer may upgrade either their entire Service or a portion of the Service to a higher system bandwidth capacity and a new Minimum Service Period will apply. Termination Charges may apply if Customer does not qualify for the Waiver Policy as outlined in the Agreement. NRCs will not apply to the upgraded lower speed services placed onto the new higher speed SHNS if requested at the same time as the SHNS upgrade. Otherwise, all then-current MRCs, NRCs and any Construction charges related to the new service will apply. Upgrades will be requested on an Order Form.

3. Service Term; Termination.

3.1 Service Term. This Service Exhibit will begin on the Agreement Effective Date (or the Amendment Effective Date if Customer adds this Service Exhibit after the Agreement Effective Date) and will continue until the expiration or termination of the last Service to expire (or terminate). Each Service ordered, including options, additions, and renewals, will have its own Minimum Service Period (per the Agreement) and Service Term (as indicated on an Order Form). If Customer does not issue an Order Form to renew Service to a

**QWEST CORPORATION WHOLESALE DATA SERVICES AGREEMENT
QWEST INTERSTATE SELF-HEALING NETWORK SERVICE EXHIBIT**

new Service Term by the expiration of an existing Service Term, Service will continue under the terms of the Agreement and this Service Exhibit and revert to the then-current month-to-month Rates specified in the RSS.

3.2 Termination. Service under this section includes the optional features, if purchased.

(a) Either party may terminate this Service or Service Exhibit in accordance with the Agreement and RSS. Customer will remain liable for charges accrued but unpaid as of the termination date. If Service is terminated before conclusion of the Service Term either by Qwest for Cause or by Customer for Convenience, then Customer will also be liable for a Termination Charge as follows:

(i) Except for SHNS ports, if the termination occurs during the Minimum Service Period, Customer will pay all accrued and unpaid charges for Service provided through the effective date of that termination plus a Termination Charge of 100% of the MRCs for the terminated Service multiplied by the number of months remaining in the Minimum Service Period plus 70% of the MRCs for the terminated Service multiplied by the number of months after the Minimum Service Period remaining in the initial Service Term.

(ii) Except for SHNS ports, if the termination occurs after the Minimum Service Period, Customer will pay for all accrued and unpaid charges for Services provided through the effective date of such termination plus a Termination Charge of 70% of the MRCs for the terminated Service multiplied by the number of months remaining in the initial Service Term.

(iii) SHNS ports that are initially ordered month-to-month will have a one-month Minimum Service Period. If Customer terminates SHNS ports less than one month after the Service Acceptance Date, Customer will be charged for and agrees to pay for the full month of Service.

(b) Service is no longer subject to a Termination Charge once it goes month-to-month after the completion of the Service Term.

4. Charges.

4.1 Standard Rates for Service are set forth in the RSS and the Parties agree that the RSS Web pages containing the SHNS pricing are a part of this Service Exhibit. The actual Rates charged for Service will be those in effect in the RSS on the installation date of Service as evidenced by Qwest records. If Service is renewed for a new Service Term on an Order Form, the Rates will be those in effect at the time the Service is renewed, as evidenced by Qwest's records. Service is subject to and Customer will pay to Qwest all applicable Qwest RSS interstate charges.

4.2 Nonstandard rates will be identified either by rate or discount contained in a pricing exhibit attached to or as an amendment to this Service Exhibit. In order to receive nonstandard rates, Customer must include the contract number in the Order Form for the Service.

**QWEST CORPORATION WHOLESALE DATA SERVICES AGREEMENT
QWEST INTERSTATE SYNCHRONOUS SERVICE TRANSPORT SERVICE EXHIBIT**

1. General; Definitions. Qwest will provide and Customer will purchase Qwest interstate Synchronous Service Transport service ("SST" or "Service") under the Agreement, this service exhibit ("Service Exhibit"), and Section 7.14 of the RSS (additional sections of the RSS may include information relevant to the Service), and at the locations specified on an accepted Order Form. Qwest may change the section number or other reference to the RSS section at any time. Despite any such change, the RSS section for Service remains part of this Service Exhibit. Service is subject to Tech Pub 77346 and the SLA.

2. Service.

2.1 Description.

(a) SST is a point-to-point, broadband, private line that provides dedicated bandwidth on single-mode, fiber-optic cable employing carrier-class equipment. SST uses SONET technology for transmission at system bandwidths of 155.52 Mbps (OC-3), 622.08 Mbps (OC-12), 1.244 Gbps (OC-24), 2.488 Gbps (OC-48), and 9.953 Gbps (OC-192). Customer can purchase DS-1, DS-3, STS-1, OC-3, OC-12, or OC-48 channel interfaces over their SST system. These channel interfaces are only available on a month-to-month basis. SST is also available over Qwest GeoMax[®] (under separate exhibit) service to provide DS1 and DS3 connectivity. GeoMax is purchased under a separate exhibit.

(b) Customer may order Central Office Multiplexing at DS3, STS1, or OC3 speeds. "Central Office Multiplexing" is an arrangement that converts a 44.736 Mbps Service channel to twenty-eight 1.544 Mbps channels, a 155.52 Mbps channel to three 44.736 Mbps channels or any combination of 1.544 Mbps channels or 44.736 Mbps channels not exceeding the capacity as described in the RSS.

(c) Customer has the option of purchasing Qwest's Ethernet over SONET ("EoS") port for SST. The Order Form will indicate if EoS is being purchased by Customer. EoS is a protocol for the point-to-point, bi-directional, full duplex transmission of data over customer-purchased SONET-based facilities. EoS port allows for Ethernet to Ethernet interfaces and Ethernet to 155.52 Mbps, 622.08 Mbps, or 2.488 Gbps SONET interfaces. EoS port is available at port speeds of 10 Mbps, 100 Mbps, or 1 Gig (1000 Mbps). It may connect to other Qwest-provided Ethernet services (i.e., GeoMax Ethernet port or QMOE[®] service) if such connections are made at a Qwest wire center and if equipment for each type of service co-exists. EoS port is only available on a month-to-month basis.

(d) Customer may also purchase Qwest's SHARP or Optical SHARP as an optional feature on SST. SHARP is subject to Tech Pub 77340. SHARP offers backup transmission facilities for Customer's SST. SHARP provides a secondary (or protect) path on fiber-optic facilities between the serving wire center and the Qwest point of termination located at the Customer designated premises. Qwest provides a physically separate protect path via a Qwest-designated alternate serving wire center, where available. The protect path will use the same cable entrance into the building as the primary path unless the building owner provides two physically separated cable entrances into the building. Should the working path or Qwest's electronics fail or the Service performance becomes impaired, the digital facility will automatically switch to the secondary path in order to maintain a near-continuous flow of information between Customer locations. A protect path is only guaranteed when a Qwest-provided SST remote node is in service at the customer premises.

2.2 Changes. Qwest will provide the following types of changes to Service under the terms and conditions of the RSS provided Service is available at the speed(s) and location(s) requested and as long as the Funding requirements are met:

(a) Additions to Service. Service elements can be added at the then-current RSS rates, and will be coterminous with the existing SST system bandwidth capacity (i.e., will expire on the same date as the SST system bandwidth capacity contract term regardless of when they are ordered), unless Customer orders the service element for a shorter contract term than the SST system bandwidth capacity. In this case, SST service elements will expire based upon its expiration date. Additions will be requested on an Order Form.

(b) Moves. Customer may move either the entire Service or a portion of the Service within Qwest's 14-state local service area. A move involves a change in the physical location of the point of termination at the customer's premises or the physical location of the customer's premises. Customer agrees to pay all then-current MRCs, NRCs, and any Construction charges related to the new service. Moves will be requested on an Order Form.

(c) Upgrades. Customer may upgrade either their entire Service or a portion of the Service to a higher system bandwidth capacity and a new Minimum Service Period will apply. Termination Charges may apply if Customer does not qualify for the Waiver Policy as outlined in the Agreement. NRCs will not apply to the upgraded lower speed services placed onto the new higher speed SST if requested at the same time as the SST upgrade. Otherwise, all then current MRCs, NRCs and any Construction charges related to the new service will apply. Upgrades will be requested on an Order Form.

3. Service Term; Termination.

3.1 Service Term. This Service Exhibit will begin on the Agreement Effective Date (or the Amendment Effective Date if Customer adds this Service Exhibit after the Agreement Effective Date) and will continue until the expiration or termination of the last Service to expire (or terminate) under the terms of this Service Exhibit. Each Service ordered, including options, additions, and renewals, will have its own Minimum Service Period (per the Agreement) and Service Term (as indicated on an Order Form). If Customer does not issue an Order Form to renew Service to a new Service Term by the expiration of an existing Service Term, Service will continue under the terms of the Agreement and this Service Exhibit and revert to the then-current month-to-month Rates specified in the RSS.

3.2 Termination. Service under this section includes the optional features, if purchased.

**QWEST CORPORATION WHOLESALE DATA SERVICES AGREEMENT
QWEST INTERSTATE SYNCHRONOUS SERVICE TRANSPORT SERVICE EXHIBIT**

(a) Either party may terminate this Service or Service Exhibit in accordance with the Agreement and RSS. Customer will remain liable for charges accrued but unpaid as of the termination date. If Service is terminated before conclusion of the Service Term either by Qwest for Cause or by Customer for Convenience, then Customer will also be liable for a Termination Charge as follows:

(i) Except for SST ports, if the termination occurs during the Minimum Service Period, Customer will pay all accrued and unpaid charges for Service provided through the effective date of that termination plus a Termination Charge of 100% of the MRCs for the terminated Service multiplied by the number of months remaining in the Minimum Service Period, plus 70% of the MRCs for the terminated Service multiplied by the number of months after the Minimum Service Period remaining in the initial Service Term.

(ii) Except for SST ports, if the termination occurs after the Minimum Service Period, Customer will pay for all accrued and unpaid charges for Services provided through the effective date of such termination plus a Termination Charge of 70% of the MRCs for the terminated Service multiplied by the number of months remaining in the initial Service Term.

(iii) SST ports that are initially ordered month-to-month will have a one-month Minimum Service Period. If Customer terminates SST ports less than one month after the Service Acceptance Date, Customer will be charged for and agrees to pay for the full month of Service.

(b) Service is no longer subject to a Termination Charge once it goes month-to-month after the completion of the Service Term.

4. Charges.

4.1 Standard Rates for Service are set forth in the RSS and the Parties agree that the RSS Web pages containing the SST pricing are a part of this Service Exhibit. The actual Rates charged for Service will be those in effect in the RSS on the installation date of Service as evidenced by Qwest records. If Service is renewed for a new Service Term on an Order Form, the Rates will be those in effect at the time the Service is renewed, as evidenced by Qwest's records. Service is subject to and Customer will pay to Qwest all applicable Qwest RSS interstate charges.

4.2 Nonstandard rates will be identified either by rate or discount contained in a pricing exhibit attached to or as an amendment to this Service Exhibit. In order to receive nonstandard rates, Customer must include the contract number in the Order Form for the Service.


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 Wholesale Data Services Agreement describes the affiliate arrangement between Qwest Corporation and CenturyLink.

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 29th day of March, 2011.