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Mark S. Reynolds
Director State Regulatory Affairs
Public Policy

August 22, 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 Savvis. This agreement is amendment 1 to the Wholesale Data Service Agreement. Also enclosed is a verified statement.

Please call Fran Bendever on 303-922-4341 if you have any questions or require any additional information.

Very truly yours,

for Mark Reynolds

~~303-922-4341~~
303-992-4341
F. Bendever

Enclosures

RECEIVED
PERFORMANCE MANAGEMENT
2011 AUG 25 AM 11:07
STATE OF WASH
UTIL. AND TRANSP.
COMMISSION


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.

Frances L. Bendever Analyst III of Qwest Corporation DBA CenturyLink QC certifies that the attached Wholesale Data Service agreement Amendment 1 describes the affiliate arrangement between Qwest Corporation DBA CenturyLink QC and Savvis.

A handwritten signature in cursive script that reads "Frances L. Bendever". The signature is written in black ink and is positioned above the printed name.

Frances L. Bendever

Dated at Denver this 22nd day of August, 2011.

AMENDMENT NO. 1 TO
QWEST CORPORATION WHOLESALE DATA SERVICES AGREEMENT

THIS AMENDMENT NO. 1 (this "Amendment") by and between Qwest Corporation d/b/a CenturyLink QC ("CenturyLink") and SAVVIS Communications Corporation ("Customer"), hereby amends the Qwest Wholesale Data Services Agreement, dated effective as of May 18, 2010, as may have been previously amended (the "Agreement"). Except as set forth in this Amendment, capitalized terms will have the definitions assigned to them in the Agreement.

CENTURYLINK:

QWEST CORPORATION d/b/a CENTURYLINK QC

DocuSigned by:
By: Warren Mickens
QFA5811FD896418...
Warren Mickens

Vice President, Customer Service Operations

Date: 8/16/2011

DocuSigned by:
By: Emily Binder
11D8E905D2D141C...
Emily Binder

Director Wholesale Pricing Mktg & Training

Date: 8/16/2011

DocuSigned by:
By: John Ogden
334E1B9DCFB74D7...
John Ogden

Vice President, Finance

Date: 8/18/2011

CUSTOMER:

SAVVIS COMMUNICATIONS CORPORATION

DocuSigned by:
By: Janet Andrew
2D6239189445406...
Janet Andrew

VP Global Cost & Carrier Management

Date: 8/18/2011

CenturyLink and Customer wish to amend the Agreement by:

Adding a Service Exhibit. The Agreement is hereby amended by adding the Asynchronous Transfer Mode, Frame Relay, GeoMax, HDTV-NET, Optical Wavelength Service, Self-Healing Network Service, Synchronous Service Transport Service Exhibit to the Agreement. The Service Exhibit added under this Amendment will apply to all month-to-month Asynchronous Transfer Mode, Frame Relay, GeoMax®, HDTV-NET, Optical Wavelength Service, Self-Healing Network Service, Synchronous Service Transport Services on or after the Amendment Effective Date (as defined below) and to all Services ordered on a Term Plan on or after the Amendment Effective Date.

Miscellaneous. This Amendment shall be effective as of the date when it has been signed by both parties unless if under applicable law, this Amendment or notice thereof must be filed with a governmental entity, including, but not limited to, a state public utility commission, this Amendment shall not become effective with respect to the jurisdiction having such requirements until such filings have occurred ("the Amendment Effective Date"). At this time, only the Washington Utilities and Transportation Commission has such a filing requirement. Therefore, the Amendment Effective Date for this Amendment shall take effect with respect to the State of Washington when it is filed with Washington Utilities and Transportation Commission.

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

1. General; Definitions. CenturyLink will provide and Customer will purchase CenturyLink 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. CenturyLink 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. CenturyLink 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 CenturyLink'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 CenturyLink 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 CenturyLink 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 CenturyLink records ("Phased-In Installation"). Additions or changes to Service beyond the Phased-In Installation period will be at the

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

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 CenturyLink's records.

4.2 Customer may also obtain pricing for Service via a Pricing Exhibit as described in section 5.1(d) of the Agreement. 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
CENTURYLINK INTERSTATE FRAME RELAY SERVICE EXHIBIT**

1. **General.** CenturyLink will provide and Customer will purchase CenturyLink 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. CenturyLink 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 CenturyLink 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 CenturyLink'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 CenturyLink 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 CenturyLink 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 CenturyLink-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 CenturyLink-provided service. Portability only applies if all of the following conditions are met:

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

**QWEST CORPORATION WHOLESALE DATA SERVICES AGREEMENT
CENTURYLINK 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 CenturyLink 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 CenturyLink 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 CenturyLink's records.

4.2 Customer may also obtain pricing for Service via a Pricing Exhibit as described in section 5.1(d) of the Agreement. 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
CENTURYLINK INTERSTATE GEOMAX SERVICE EXHIBIT**

1. General; Definitions. CenturyLink will provide and Customer will purchase CenturyLink 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. CenturyLink 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 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) CenturyLink will provide, install, maintain, repair, operate, and have sole access to the fiber and equipment necessary for Service, subject to Funding and special Construction. 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 CenturyLink 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) CenturyLink will monitor and manage the Service 24 hours a day, 365 days a year. CenturyLink will provide, at CenturyLink'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. CenturyLink 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 CenturyLink equipment used to provision Service to allow read-only monitoring of the Service.

2.2 Changes. CenturyLink 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 to an existing GeoMax system at the then-current RSS rates. 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 Service Term regardless of when they are ordered), unless (i) Customer orders the service element for a shorter Service Term than the GeoMax system bandwidth capacity Service Term which will result in the new GeoMax service elements Service Term expiring prior to the GeoMax system bandwidth capacity Service Term or (ii) Customer orders a service element that does not Fund, which will require a new Service Term and Minimum Service Period for the Service if Customer elects to order the new service element. 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 CenturyLink 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. In the event of a move, a new Service Term and Minimum Service Period for the moved Service will apply. Termination Charges may apply on the original Service if Customer does not qualify for the Waiver Policy as outlined in the Agreement. Customer agrees to pay all then-current MRCs, NRCs, and any Construction charges related to the moved service. Moves will be requested on an Order Form. 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 and will be subject to the existing Minimum Service Period.

(c) Upgrades. Customer may upgrade ports to a higher bandwidth and a new Minimum Service Period may 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 bandwidth if requested at the same time as the Port bandwidth upgrade. Otherwise, all then-current MRCs, NRCs, and any Construction charges related to the upgraded bandwidth 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 CenturyLink for Cause or by Customer for Convenience, then Customer will also be liable for a Termination Charge as follows:

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

(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 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. CenturyLink 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 CenturyLink 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 CenturyLink's records. Service is subject to and Customer will pay to CenturyLink all applicable CenturyLink RSS interstate charges.

4.2 Customer may also obtain pricing for Service via a Pricing Exhibit as described in section 5.1(d) of the Agreement. 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
CENTURYLINK INTERSTATE HDTV-NET SERVICE EXHIBIT**

1. General; Definitions. CenturyLink will provide and Customer will purchase CenturyLink 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. CenturyLink 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 CenturyLink 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 CenturyLink provides the transport without making any changes to the content of the signal.

2.4 Changes. CenturyLink 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 CenturyLink'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. In the event of a move of a Customer premises, a new Service Term and Minimum Service Period for the moved Service will apply. Termination Charges may apply on the original Service if Customer does not qualify for the Waiver Policy as outlined in the Agreement. Customer agrees to pay all then-current MRCs, NRCs, and any Construction charges related to the moved Service. Moves will be requested on an Order Form. 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 and will be subject to the existing Minimum Service Period.

(b) Upgrades. Customer may upgrade either its entire Service or a portion of the Service to a higher system bandwidth capacity. In such event, a new Service Term and Minimum Service Period for the upgraded Service will apply. Termination Charges may apply on the original Service if Customer does not qualify for the Waiver Policy as outlined in the Agreement. 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 CenturyLink 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.

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

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 CenturyLink 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 CenturyLink's records. Service is subject to and Customer will pay to CenturyLink all applicable CenturyLink RSS interstate charges.

4.2 Customer may also obtain pricing for Service via a Pricing Exhibit as described in section 5.1(d) of the Agreement. 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
CENTURYLINK INTERSTATE OPTICAL WAVELENGTH SERVICE EXHIBIT**

1. General; Definitions. CenturyLink will provide and Customer will purchase CenturyLink interstate Optical Wavelength service ("Optical Wavelength Service" or "Service") under the Agreement, this service exhibit ("Service Exhibit"), Section 7.20 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. CenturyLink 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 77412 and the SLA.

2. Service.

2.1 Description.

(a) Optical Wavelength Service is a dedicated bandwidth, point-to-point, high-speed, high-capacity, multi-protocol, fiber-optic data transport 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. Optical Wavelength Service supports industry-standard protocols such as SONET, Ethernet and Storage Area Network (SAN) on a circuit-by-circuit basis.

(b) CenturyLink will provide, install, maintain, repair, operate, and have sole access to the fiber and equipment necessary for Service, subject to Funding and special Construction. 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 CenturyLink 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) CenturyLink will monitor and manage the Service 24 hours a day, 365 days a year.

2.2 Changes. CenturyLink will provide the following types of additions of Service or 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 of Service. Customer will be required to submit an Order Form, which includes a new Term for any additional Service (circuits) it orders. Customer agrees to pay all applicable charges related to the addition of Service, including MRCs and NRCs in effect on the installation date of the additional Service and Construction charges.

(b) Moves. Customer may move an individual Optical Wavelength Service circuit or multiple Optical Wavelength Service circuits within the CenturyLink 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. In the event of a move of a Customer premise, a new Service Term and Minimum Service Period for the moved Service will apply. Termination Charges may apply on the original Service if Customer does not qualify for the Waiver Policy as outlined in the Agreement. Customer agrees to pay all then-current MRCs, NRCs, and any Construction charges related to the moved Service. Moves will be requested on an Order Form. 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 and will be subject to the existing Minimum Service Period.

(c) Upgrades. Customer may upgrade an individual Optical Wavelength Service circuit or multiple Optical Wavelength Service circuits to a higher bandwidth capacity. In such event, a new Service Term and Minimum Service Period for the upgraded Service will apply. Termination Charges may apply on the original Service if Customer does not qualify for the Waiver Policy as outlined in the Agreement. 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 any move, upgrade or renewal 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 on a month-to-month basis 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 CenturyLink 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

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CENTURYLINK INTERSTATE OPTICAL WAVELENGTH 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 remaining in the initial Service Term after the Minimum Service Period.

(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 Optical Wavelength Service pricing are a part of this Service Exhibit. CenturyLink 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 CenturyLink records. If Service is renewed for a new Service Term on an Order Form, the Rates will be those in effect in the RSS at the time the Service is renewed, as evidenced by CenturyLink's records. Service is subject to and Customer will pay to CenturyLink all applicable CenturyLink RSS interstate charges.

4.2 Customer may also obtain pricing for Service via a Pricing Exhibit as described in section 5.1(d) of the Agreement. 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
CENTURYLINK INTERSTATE SELF-HEALING NETWORK SERVICE EXHIBIT**

1. General; Definitions. CenturyLink will provide and Customer will purchase CenturyLink 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. CenturyLink 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 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 CenturyLink wire center. A minimum of three nodes is required, where at least one of the nodes must be located in a CenturyLink 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 CenturyLink 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 CenturyLink'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). EoS bandwidths are available at 10 Mbps, 50 Mbps, 100 Mbps, 150 Mbps, 300 Mbps, 450 Mbps, 600 Mbps, and 1000 Mbps. It may connect to other CenturyLink-provided Ethernet services (i.e., GeoMax Ethernet port or Metro Ethernet service) where such connections are made at a CenturyLink wire center where equipment for each type of service co-exists. EoS bandwidths 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 CenturyLink prior to installation of the SRC option.

2.2 Changes. CenturyLink 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 to an existing SHNS system at the then-current RSS rates, and will be coterminal with the existing SHNS system bandwidth capacity (i.e., will expire on the same date as the SHNS system bandwidth capacity Service Term regardless of when they are ordered), unless: (i) Customer orders the service element for a shorter Service Term than the SHNS system bandwidth capacity Service Term, which will result in the new SHNS service elements Service Term expiring prior to the SHNS system bandwidth capacity Service Term; or (ii) Customer orders a service element that does not Fund, which will require a new Service Term and Minimum Service Period for the Service if Customer elects to order the new service element. In the event of Section 2.2(a)(ii), Termination Charges may apply on the original Service if Customer does not qualify for the Waiver Policy as outlined in the Agreement. Additions will be requested on an Order Form.

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(b) Moves. Customer may move either the entire Service or a portion of the Service within CenturyLink'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. In the event of a move of a Customer premises, a new Service Term and Minimum Service Period for the moved Service will apply. Termination Charges may apply on the original Service if Customer does not qualify for the Waiver Policy as outlined in the Agreement. Customer agrees to pay all then-current MRCs, NRCs, and any Construction charges related to the moved Service. Moves will be requested on an Order Form. 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 and will be subject to the existing Minimum Service Period.

(c) Upgrades. Customer may upgrade either its entire Service or a portion of the Service to a higher system bandwidth capacity. In such event, a new Service Term and Minimum Service Period for the upgraded Service will apply. Termination Charges may apply on the original Service 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 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 CenturyLink 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 CenturyLink 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 CenturyLink's records. Service is subject to and Customer will pay to CenturyLink all applicable CenturyLink RSS interstate charges.

4.2 Customer may also obtain pricing for Service via a Pricing Exhibit as described in section 5.1(d) of the Agreement. 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
CENTURYLINK INTERSTATE SYNCHRONOUS SERVICE TRANSPORT SERVICE EXHIBIT**

1. General; Definitions. CenturyLink will provide and Customer will purchase CenturyLink 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. CenturyLink 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 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 CenturyLink 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 CenturyLink'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). EoS bandwidth is also available at 10 Mbps, 50 Mbps, 100 Mbps, 150 Mbps, 300 Mbps, 450 Mbps, 600 Mbps, and 1000 Mbps. It may connect to other CenturyLink-provided Ethernet services (i.e., GeoMax Ethernet port or Metro Ethernet service) if such connections are made at a CenturyLink wire center and if equipment for each type of service co-exists. EoS bandwidths are only available on a month-to-month basis.

(d) Customer may also purchase CenturyLink'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 CenturyLink point of termination located at the Customer designated premises. CenturyLink provides a physically separate protect path via a CenturyLink-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 CenturyLink'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 CenturyLink-provided SST remote node is in service at the Customer premises.

2.2 Changes. CenturyLink 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 to an existing SST system 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 Service Term regardless of when they are ordered), unless: (i) Customer orders the service element for a shorter Service Term than the SST system bandwidth capacity Service Term, which will result in the new SST service elements Service Term expiring prior to the SST system bandwidth capacity Service Term; or (ii) Customer orders a service element that does not Fund, which will require a new Service Term and Minimum Service Period for the Service if Customer elects to order the new service element. In the event of Section 2.2(a)(ii), Termination Charges may apply on the original Service if Customer does not qualify for the Waiver Policy as outlined in the Agreement. Additions will be requested on an Order Form.

(b) Moves. Customer may move either the entire Service or a portion of the Service within CenturyLink'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. In the event of a move of a Customer premises, a new Service Term and Minimum Service Period for the moved Service will apply. Termination Charges may apply on the original Service if Customer does not qualify for the Waiver Policy as outlined in the Agreement. Customer agrees to pay all then-current MRCs, NRCs, and any Construction charges related to the moved Service. Moves will be requested on an Order Form. 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. 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 and will be subject to the existing Minimum Service Period.

(c) Upgrades. Customer may upgrade either its entire Service or a portion of the Service to a higher system bandwidth capacity. In such event, a new Service Term and Minimum Service Period for the upgraded Service will apply. Termination Charges may apply on the original Service if Customer does not qualify for the Waiver Policy as outlined in the Agreement. NRCs will not apply to the upgraded lower speed

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CENTURYLINK INTERSTATE SYNCHRONOUS SERVICE TRANSPORT SERVICE EXHIBIT**

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.

(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 CenturyLink 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 CenturyLink 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 CenturyLink's records. Service is subject to and Customer will pay to CenturyLink all applicable CenturyLink RSS interstate charges.

4.2 Customer may also obtain pricing for Service via a Pricing Exhibit as described in section 5.1(d) of the Agreement. In order to receive nonstandard rates, Customer must include the Contract Number in the Order Form for the Service.