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STATE OF WASHINGTON
UTIL. AND TRANSPORTATION
COMMISSION



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

Mark S. Reynolds
Senior Director – Regulatory
Policy and Law

April 21, 2005

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

Attn: Kathy Folsom

RE: WAC 480-146-350 Affiliated Interest Agreement

Dear Ms. Washburn:

In accordance with WAC 480-146-350, on April 15, 2005 Qwest Corporation filed notification of Amendment 1 to the Qwest Total Advantage Agreement between Qwest Corporation ("QC") and Qwest Communications Corporation ("QCC"). That agreement erroneously contained a Confidential designation.

Enclosed is a new copy of the contract with the Confidential markings removed.

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

Very truly yours,

A handwritten signature in black ink that reads "Joyce McDonald". The signature is written in a cursive, flowing style.

for Mark Reynolds

Enclosure

**AMENDMENT NO. 1 TO
QWEST TOTAL ADVANTAGE® AGREEMENT**

THIS AMENDMENT NO. 1 (this "Amendment") by and between **Qwest Communications Corporation** ("Qwest") and **Qwest Corporation** ("Customer"), hereby amends the Qwest Total Advantage Agreement, Qwest Content ID: 106204, 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.

Qwest and Customer wish to amend the Agreement as follows:

1. Term and Revenue Commitment. By checking one of the boxes below, Customer indicates whether it is increasing the length of its existing Term and/or increasing the amount of its existing Revenue Commitment as set forth in the Agreement. Customer understands and agrees that it may not decrease the length of its existing Term or reduce the amount of its existing Revenue Commitment. If no boxes are checked in this Section 1, Customer's existing Term and existing Revenue Commitment as set forth in the Agreement will remain in effect.

If New Term and Revenue Commitment. Customer's new Revenue Commitment Term (if such phrase is used in the Agreement) or Term (if the phrase "Revenue Commitment Term" is not used in the Agreement); and new Revenue Commitment are four (4) years and the Revenue Commitment for each "Annual Period" shall be as follows: (Code: 19304).

Annual Period	Revenue Commitment
One (1)	\$360,000
Two (2)	\$3,500,000
Three (3)	\$3,500,000
Four (4)	\$3,500,000

"Annual Period" – means each 12 month period following the effective date of this amendment.

Any new Revenue Commitment Term or Term, as applicable, and Revenue Commitment in this Section 1 will commence on the Amendment Effective Date.

2. Addition of Services. By checking the box below, Customer indicates it is adding a new Service Exhibit to the Agreement. If the box is not checked below, Customer's existing Services as set forth in the Agreement will remain in effect.

If New Service Exhibit(s) is/are being added. Customer's new Services will be added as follows:

The Services set forth in the Q Routing Service Exhibit(s) and Statement of Work attached to this Amendment will be added to, and constitute a part of, the Agreement and the existing Services. The definition of Services in the Agreement will include the Services in the Service Exhibits attached to this Amendment.

3. The Agreement is further amended as follows:

3.1 General.

(a) With respect to Voice and Data Services, the Agreement will be amended to include: "Except for International ATM, International Private Line, International Frame Relay, Metro Private Line, Metropolitan Optical Ethernet, and QWave Private Line, Qwest Communications Corporation Voice and Data Services may be purchased at any time under this Agreement without attaching Service Exhibits. Such Services will be offered in accordance with the Agreement."

(b) The definition of "QCC Contributory Services" is amended to include Domestic Network Diversity, Remote Access, Domestic Qwest iQ Networking™, Domestic and International Qwest iQ Networking™, Secure Remote Access, Anti-Virus/Anti-Spam, OneFlex™ Hosted VoIP, OneFlex™ Integrated Access, and Q Routing™.

(c) The definition of "Contributory Charges" is amended to include "Qwest Wireless Contributory Service", which is business wireless phone service provided by Qwest Wireless, L.L.C.

3.2 Pricing Details. New pricing applicable to Customer's existing Services, if any, will become effective at Qwest's earliest opportunity, but in no event later than the second full billing cycle following the Amendment Effective Date. The new pricing is otherwise in lieu of, and supercedes and replaces in its entirety, the pricing that Customer previously received under the Agreement.

**AMENDMENT NO. 1 TO
QWEST TOTAL ADVANTAGE® AGREEMENT**

4. Miscellaneous. This Amendment will be effective as of the date it is executed by Qwest after the Customer's signature (the "Amendment Effective Date") and be deemed incorporated by reference into the Agreement, provided however, if under applicable law, this Amendment or notice thereof must be filed with a government entity, including but not limited to a state public utility commission, this Amendment shall not become effective with respect to any jurisdiction having such requirements until the filings have occurred. All other terms and conditions in the Agreement will remain in full force and effect and be binding upon the parties. This Amendment and the Agreement set forth the entire understanding between the parties as to the subject matter herein, and in the event there are any inconsistencies between the two documents, the terms of this Amendment will control.

Qwest reserves the right to withdraw the offer contained herein in the event this Amendment is not executed by Customer and delivered to Qwest on or before April 15, 2005.

The undersigned parties have read and agree to the terms and conditions set forth in this Amendment.

CUSTOMER: QWEST CORPORATION

By: 

Name: Rodney Miller

Title: Vice President - Finance

Date: 4/7/05

QWEST COMMUNICATIONS CORPORATION

By: 

Name: Pamela J. Stegura Axberg

Title: Vice President - Customer Service Operations

Date: 4/11/05

QWEST TOTAL ADVANTAGE® AGREEMENT

Amendment No. 1

Q ROUTING™ SERVICE EXHIBIT

This, Q Routing Service Exhibit ("Service Exhibit") is part of Amendment No. 1 ("Amendment") that is incorporated in the Qwest Total Advantage Agreement ("QTA" or "Agreement") between Qwest Communications Corporation and Qwest Corporation dated February 24, 2005.

1. General. Except as set forth in this Service Exhibit, capitalized terms will have the definitions assigned to them in the Agreement and any technical terms used herein will be defined as commonly understood in the industry. This Service Exhibit is subject to the Qwest Total Advantage Agreement entered into by Qwest and Customer. Notwithstanding the foregoing, for the purposes of this Service Exhibit, Qwest and Customer shall be deemed not to be Affiliates of each other.

2. Service Description. This Service Exhibit includes the description of the Q Routing Service components ("Service").

2.1 Q ACD™ is an automatic call distributor that routes inbound telephone calls to an agent or machine. Routing can be through basic hunt groups or through enhanced skills or business rules routing. Q ACD has two inbound agent types:

2.1.1 QuickLaunch™ Agents are inbound agents using standard hunt groups for call routing. Agents are grouped by primary function (i.e. customer service, sales, billing, etc.) There are no skills, preferences, or business rules available in this group.

2.1.2 Skills Based Agents are inbound agents that are grouped by skill group. This group includes all the capabilities of QuickLaunch™ Agents plus Skills and Business Rules. Agents can have multiple skills and preferences (levels) within each skill group. Calls are routed based on the skill of the agent anticipated to handle the call. Call routing can also include Business Rules. This incorporates items like performance, account status, etc. to be added to the routing strategies.

2.2 Q CTI™ is an interface between Q ACD and Customer's database. It allows information to be retrieved and sent to an agent PC screen as the call is transferred to the agent. Professional service is needed to enable this capability. CTI Based Agents include all the capabilities of QuickLaunch™ and Skills Based Agents. Q CTI™ includes the QuickLaunch™ desktop and telephone application programming interfaces ("TAPI") module. (Under special arrangements Q CTI capabilities can be added to a QuickLaunch™ agent without requiring the Skills Based Agent functionality. Agent Statistic Display and Statistic Server Data RTU are included in this option.

2.3 Q Web™ is a grouping of applications that integrates web services into a standard call routing environment. If you are on a chat line and want to speak to a company representative, the Web application selects the individual to whom you would talk. It also allows for automatic distribution of email to agents. Q Web has two agent options: Web Bundled Standalone Agent and Web Bundled Blended Agent. A special web desktop and TAPI device is included. Features include web chat, web call-through, web call-back, and email.

2.4 Q Outbound™ is an application that dials out and connects the outbound call with a pool of agents when it locates a live voice. This service includes predictive, progressive, and preview modes for the dialing keys. Predictive dialing allows calls to be placed based on assumptions of agent and customer availability. This incorporates agent handling time and establishes call launch rates to allow agent access on live answer. Progressive dialing allows for calls to be originated based on fixed call plans. Typically this feature looks for agent availability before launching the next call. Preview dialing allows the agent to preview the customer and then launch the call when the agent is ready. Q Outbound has two agent options: Outbound Only Agent and Outbound Blended Agent Add On. An outbound desktop and TAPI module is included with this option.

2.5 Supervisor Standalone ("Supervisor") is the management and reporting functionality of the total application. Supervisor includes real-time, historical, and cradle-to-grave reporting capabilities as well as group and functionality management. Supervisor also includes the ability to administer the system including modification of call flows and agent capabilities. Capabilities can vary from manager to manager through the permission tables and are managed by the overall center administrator. To become part of a calling group, the Supervisor must also have one of the agent capabilities (QuickLaunch™, Skills, CTI, Web, or Outbound). A Graphical User Interface ("GUI") software package is included with each Supervisor. Supervisor Statistic Display and Statistic Server Data RTU are included in this option.

2.6 Q Workforce™ is an application that enables Customer to forecast and schedule staffing requirements. Q Workforce provides a tool for scheduling and forecasting workers as well as for managing that the schedule and forecast are accurate (real time adherence). This feature is priced on a per agent basis as an add-on feature. Q Workforce is available either bundled or standalone. Workforce Management ("WFM") Bundle Add On provides scheduling, forecasting, and real time adherence as a package. WFM Schedule/Forecasting Add On, which provides scheduling and forecasting capabilities, and WFM Adherence, which provides real time adherence, is available as standalone packages.

2.7 The Enhanced Desktop is an upgrade from the basic QuickLaunch™ desktop. Enhanced Desktop enhances the standard QuickLaunch™ desktop with the inclusion of three additional features: timed events, phone book, and modification to attached data.

3. Charges. Customer will pay to Qwest all charges described in the Amendment, Service Exhibit (including Statement of Work), or Order Form only for Services ordered by Customer. Charges for Services that are ordered, or may be ordered, by Customer are set

forth below and in the Statement of Work. Any Service component charge not shown below will be provided to Customer at the rates described below. Those charges do not include Taxes. NRC charges will be waived during the first 12 months of the implementation. Agent RTU billing becomes effective on customer acceptance of the installation of said Agents.

Description	4 Year Term MRC	4 Year Term NRC *
QuickLaunch™ Agent with CTI	\$66.50	\$40.00
CTI Agent	\$73.50	\$43.00
Supervisor	\$73.50	\$45.00
QuickLaunch Agent	\$46.00	\$30.00
Enhanced Desktop	\$10.00	\$10.00
		* All NRCs will be waived for service installed during the first 12 months of the Term of this Service Exhibit.

4. Term. The term of this Service Exhibit will commence upon the Effective Date of the Agreement (or, if applicable, an amendment to the Agreement if this Service Exhibit is added to the Agreement after its Effective Date) and continue for four (4) years. Upon the expiration of the then-current term of this Service Exhibit, this Service Exhibit will automatically renew under the same terms and conditions for renewal terms equal to the initial term of this Service Exhibit unless either party elects to terminate this Service Exhibit by providing written notice thereof at least 60 days prior to the expiration of the then-current term. If prior to the conclusion of the Term of this Service Exhibit, this Service Exhibit is, or more than 50% of previously ordered service units are terminated by Customer for reasons other than cause, or terminated by Qwest for cause, then Customer will also be liable for a) the amount of any NRCs that Qwest discounted or waived on the terminated service, and b) an early cancellation charge equal to 50% of the balance of the MRCs for the terminated service that otherwise would have become due for the unexpired portion of the Term of this Service Exhibit.

Qwest has negotiated special support arrangements with Lucent Technologies for 2005 for the support of Customer's existing Pinnacle ACD products. If this Service Exhibit is terminated for any reason, all charges for maintenance and support of the Pinnacle product that are imposed by Lucent will be invoiced to and paid by Customer. Upon termination or expiration of this Service Exhibit (c) Customer will remain liable for charges accrued but unpaid as of the termination date of Service, (d) the licenses granted hereunder will be terminated and the other party will have no right to use or exploit in any manner, the licensed materials, and (e) each party will promptly deliver to the other party all copies and embodiments of the licensed materials of the other party that are in its possession or under its control.

- 1.1 This Service Exhibit will terminate, without notice, (i) on the institution by or against either party of insolvency, receivership or bankruptcy proceedings, (ii) on either party's making an assignment for the benefit of creditors, or (iii) on either party's dissolution or ceasing to do business.
- 1.2 Either party may terminate this Service Exhibit, in whole or in part, by written notice to the other if the other party breaches this Service Exhibit and fails to cure such breach to the non-breaching party's satisfaction within thirty (30) days of written notice specifying the breach.
- 1.3 On any termination of this Service Exhibit in whole or in part, Qwest will promptly (i) document in detail the status of any Services in progress, (ii) provide all assistance reasonably requested by Customer in connection with the transition of the performance of the Services by Supplier to Customer and/or its agents, and (iii) promptly refund or credit, at Customer's option, any pre-paid fees hereunder.
- 1.4 Section 6.1 of this Service Exhibit, as it relates to any software licenses granted to Customer, will survive the expiration or termination of this Agreement, the Amendment, any Schedule, or any Order. Expiration or termination of this Service Exhibit will not relieve either party from its obligations arising hereunder prior to such expiration or termination.
- 1.5 In the event that the Qwest Total Advantage Agreement (QTA) expires before the termination of this Q Routing Service Exhibit, the QTA terms shall be deemed to continue in effect with respect to this Q Routing Service Exhibit for as long as this Q Routing Service Exhibit is in effect.

5. Order Forms. Customer must submit an Order Form to obtain the Services. Qwest will be obligated to provide the Services only after such Order Form is accepted by Qwest. Qwest will document Customer's orders and changes in Qwest's records. Customer specifically agrees that all Order Forms relating to the Service submitted to Qwest by Customer during the Term of the Amendment, or during the Term of the Service Exhibit, will be governed by the rates, terms and conditions set forth in the Amendment and associated Service Exhibits. Terms and conditions contained in an Order, which are inconsistent with this Amendment and Service Exhibit and the applicable firm price quote, including any pre-printed terms and conditions on such Order, shall be ineffective and void.

6. Service Conditions. The following conditions apply to the Service:

6.1 Ownership; Grant of License.

(a) **Customer Content.** Any materials, creative content, tools, inventions, specifications, methodologies, discoveries, works of authorship, methods of operation, systems, processes and/or designs, whether or not reduced to practice and whether or not patentable supplied by Customer to Qwest in connection with this Service Exhibit will remain the sole and exclusive property of Customer (collectively, "Customer Content"). No copyrights, patents, trademarks or other intellectual property rights will be transferred from Customer to Qwest with respect to any of the Customer Content except that Customer will grant, and hereby does grant, to Qwest a worldwide, non-exclusive, fully paid-up license to use, copy, and host the Customer Content only as reasonably necessary to perform the Services for Customer ("Customer Content License"). As a part of Customer's other indemnification obligations under the Agreement, Customer hereby indemnifies and will defend and hold harmless Qwest, its affiliates and clients and the officers, directors, employees and agents of Qwest, its affiliates and clients from and against all liabilities, damages, losses, costs or expenses (including without limitation reasonable attorneys' fees and expenses) arising out of or in connection with any actual or threatened claim, suit, action or proceeding arising out of or relating to the ownership in or the use or exploitation of the Customer Content by Qwest, including, without limitation, any claim relating to the violation of any third party's trademark, copyright, patent, trade secret or other proprietary or personal right(s).

(b) **Qwest Content.** Any: (i) materials, creative content, tools, inventions, specifications, methodologies, discoveries, works of authorship, methods of operation, systems, processes and/or designs, whether or not reduced to practice and whether or not patentable, developed by Qwest in the performance of the Services (including, without limitation, formatting code, source code and object code of any software and the documentation related thereto, if any) and all modifications, enhancements or derivative works thereof (collectively, "Newly-Developed Materials"); and (ii) all pre-existing materials, creative content, tools, inventions, specifications, methodologies, processes and/or designs, whether or not reduced to practice and whether or not patentable, provided or used by Qwest, or Qwest's subcontractor in the performance of the Services (including, without limitation, all formatting code, source code and object code of any software owned or developed by Qwest prior to the effective date of this Service Exhibit) and all modifications, enhancements or derivative works thereof (collectively, "Pre-Existing Qwest Materials") will be the sole and exclusive property of the Party performing services. The Newly-Developed Materials, Sub-contractor materials and Pre-Existing Qwest Materials will be collectively referred to in this Service Exhibit as the "Qwest Content". All rights in and related to the Qwest Content, including, without limitation, copyrights, trademarks, trade secrets, patents (including, without limitation, the right to obtain and to own all worldwide intellectual property rights in and to the subject matter embodied by or contained in the Work Product), and all other intellectual property rights or proprietary rights in and related to such Qwest Content, are hereby exclusively reserved by Qwest. It is expressly understood that, other than expressly provided in this Service Exhibit, no right or title to or ownership of the Qwest Content is transferred or granted to Customer under this Amendment.

(c) **Content Licenses.** Subject to the terms and conditions of the Agreement, the Amendment and this Service Exhibit, upon payment in full by Customer of all Service charges, Qwest hereby grants to Customer during the term of this Service Exhibit a worldwide, non-exclusive, non-transferable license to use the object code form of the Qwest Content only as it is embedded, linked, bundled and/or otherwise made an essential and necessary part of the Work Product by Qwest, or is otherwise required to be used in connection with, the Work Product ("Qwest Content License"). Customer will not have the right to license, sublicense or otherwise transfer to others the right to use the Work Product or the Qwest Content. Any right not expressly granted by the Qwest Content License hereunder is hereby expressly reserved by Qwest.

(d) **Third Party Materials.** The Services may be in support of and/or the Work Product may contain certain third-party hardware or software components ("Third Party Materials"). All right, title and interest in the Third Party Materials, including, without limitation, copyrights, trademarks, trade secrets, patents, and other intellectual property or proprietary rights, are exclusively reserved by Qwest, Qwest's licensors and/or the licensor's suppliers. No right, title or ownership of or related to the Third Party Materials is or will be transferred to Customer under this Service Exhibit except to the extent a manufacturer or licensor permits the pass-through and assignment of license rights. In such cases, Qwest will pass-through and assign to Customer all applicable license rights permitted by the manufacturer or licensor of the applicable Third Party Materials. Any costs of such assignment will be borne by Customer. Qwest makes no warranties and will have no responsibility whatsoever, including any obligation to indemnify, as to Third Party Materials. A breach of such license by Customer will be a breach of the Agreement.

a. Grant of License (Lucent Software)

Integration Files

1. Subject to payment of the applicable fees, Qwest grants Customer a royalty-free, nonexclusive, perpetual, irrevocable worldwide, and transferable (subject to the restrictions in Section 3) license (a) to use, install, reproduce (only to the extent necessary to exercise the rights granted in this paragraph), execute (Customer's business purposes), modify and make derivative works of the etalk Integration Files and the IVR Integration Files; and (b) to distribute copies to Customer's contractors by means of sublicenses to use, install, reproduce (only to the extent necessary to exercise the rights granted in the sublicense), execute (for Customer's business purposes), modify and make derivative works of, the etalk Integration Files and the IVR Integration Files, to enable Lucent's ClientCare System to exchange data with the etalk@ system and IVR systems, respectively. The etalk Integration Files and the IVR Integration Files shall be considered Licensed Software under the Agreement.

IEX Interface

2. Subject to payment of the applicable fees, Qwest grants Customer a royalty-free, nonexclusive, perpetual, irrevocable, worldwide, and transferable (subject to the restrictions in Section 3) license (a) to use, install, reproduce (only to the extent

necessary to exercise the rights granted in this paragraph), execute (for Customer's business purposes), modify and make derivative works of the IEX Interface; and (b) to distribute copies to Customer's contractors by means of sublicenses to use, install, reproduce (only to the extent necessary to exercise the rights granted in the sublicense), execute (for Customer's business purposes), modify and make derivative works of the IEX Interface, to enable Lucent's ClientCare System to exchange data with the IEX TotalView system. The IEX Interface shall be considered Licensed Software under the Agreement.

Transfer of License

3. Qwest may transfer the licenses granted in Sections 1 and 2 to an entity: (1) that is an Affiliate and/or (2) that is either (a) acquiring all or a substantial portion of Customer's assets or (b) acquiring a division, business unit or operation of Customer which uses the ClientCare system, provided that any such entity enters into a license agreement upon substantially the same terms as those of Sections 1 and 2 and the non-conflicting license terms of the Agreement.

(e) **Restrictions on Use.** Customer is expressly prohibited from, and will use all reasonable security precautions to prevent, by its own employees, agents and representatives and/or any third party from: (i) modifying, porting, translating, localizing, or creating derivative works of the Qwest Content or Third Party Materials; (ii) decompiling, disassembling, reverse engineering or attempting to reconstruct, identify or discover any source code, underlying ideas, underlying user interface techniques or algorithms of the Qwest Content or Third Party Materials by any means whatever, or disclose any of the foregoing; (iii) selling, leasing, licensing, sublicensing, copying, marketing or distributing the Qwest Content or Third Party Materials; or (iv) knowingly taking any action that would cause any Qwest Content or Third Party Materials to be placed in the public domain. The Qwest Content and Third Party Materials are protected by the intellectual property laws of the United States and other countries, and embody valuable confidential and trade secret information of Qwest, Qwest's licensor and/or its suppliers. Customer will hold the Qwest Content and Third Party Materials in confidence and agrees not to use, copy, or disclose, nor permit any of its personnel to use, copy or disclose the same for any purpose that is not specifically authorized under this Service Exhibit. Customer agrees that the licensor of Third Party Materials and its suppliers are intended third party beneficiaries of the provisions hereof. This provision will survive termination of the Amendment, this Service Exhibit and/or the Agreement.

(f) **Residual Rights in Qwest Know-How.** Subject to Qwest's confidentiality obligations set forth in the Agreement, including the Amendment and this Service Exhibit, nothing herein will be deemed to limit Qwest's right to use the ideas, concepts, processes, techniques, expertise and know-how retained in the unaided memory of Qwest as a result of its performance of the Services hereunder.

(g) Qwest will host the Qwest Enterprise Reporting Solution (ERS) application containing the Customer's Historical Call Statistics Data on Qwest owned servers. All rights in the servers are reserved by Qwest and Qwest does not convey any rights to Customer in such servers. Customer will not have any rights to access any of the servers. The charges for such Services are provided in the **Scope of Work**. Customer will have the ability to draw data, manage the ERS environment, pull reports, and export any and all data elements with the servers. The export of data files will require the Customer to provide customer premise application supporting Open Data Base Compliance standards.

6.2 Voice Services. Customer must purchase, under separate terms and conditions, the voice service used in connection with the Services. Voice Services for the purpose of this Amendment are identified as those systems that provide dial tone type services to customer including but not limited to PBX's, Centrex, Key Systems, VolP, etc.

6.3 Professional Services. Qwest will: (a) perform the consulting, professional, technical, development and/or design services described herein or in the Statement of Work ("SOW") attached hereto or referenced in this Service Exhibit; and (b) develop certain Work Product, if applicable and as specifically described in the applicable SOW, which will perform the functions or contain the attributes described herein or in the applicable SOW. As used herein, "Work Product" will refer to each product or item produced by Qwest by (a) linking or bundling any one or more of the following, (b) embedding any one or more of the following within any one or more of the following, or (c) otherwise making any one or more of the following a necessary and essential part of any one or more of the following: (i) the Newly-Developed Materials; (ii) the Pre-Existing Qwest Materials; (iii) the Customer Content; and/or (iv) any Third Party Materials. Customer acknowledges that the successful and timely provision of Services and any applicable Work Product will require the good faith cooperation of Customer. Accordingly, Customer will fully cooperate with Qwest by, among other things: (a) providing Qwest with all information reasonably required in order to provision the proposed Services and Work Product, if applicable; and (b) making Customer personnel and appropriate development time on Customer's systems available to Qwest, so as to permit Qwest to provide the Services and Work Product, as applicable, provided that the foregoing will be at such times so as not to unreasonably disrupt the conduct of Customer's business. The Agreement, including the Amendment and this Service Exhibit will also apply to and govern the rendering of all Services or Work Product produced in anticipation of and prior to the Agreement, the Amendment and this Service Exhibit. Qwest, at their discretion, may use third party contractors in the delivery of Professional Services, Training, and Support activities. Software code produced as a derivative product under a specific Statement of Work will be jointly owned by both parties.

6.4 Export Administration. Customer agrees to comply fully with all relevant export laws and regulations of the United States ("Export Laws") to assure that no information, design, specification, instruction, software, data, or other material furnished by Qwest nor any direct product thereof, is: (a) exported, directly or indirectly, in violation of Export Laws; or (b) intended to be used for any purposes prohibited by the Export Laws, including, without limitation, nuclear, chemical, or biological weapons proliferation.

6.5 Compliance with Laws. Customer must comply with all applicable requirements of federal, state and local laws, ordinances, administrative rules and orders applicable to its use of the Service, including but not limited to the Telephone Consumer Protection Act and the Telemarketing and Consumer Fraud and Abuse Prevention Act.

7. **SLA.** The Q Routing Platform is subject to the Q Routing Service Level Agreement attached hereto ("SLA"), which is effective as of the first day of the second month after Initial Installation of Services. The SLA does not apply to any other Service component. The SLA provides Customer's sole and exclusive remedy for service interruptions or service deficiencies of any kind whatsoever for the Service. Customer represents and warrants that as of the Effective Date of this Service Exhibit that Customer has accessed, read and understands the SLA and the amount of SLA credits available therein.

8. **Miscellaneous.** Qwest reserves the right to modify the rates and charges or change certain components of the Services upon not less than 30 days prior written notice to Customer, if such modification is based upon Regulatory Activity. "Regulatory Activity" means any regulation and/or ruling, including modifications thereto, by any regulatory agency, legislative body or court of competent jurisdiction. Upon the renewal of the term of the Amendment, Qwest may also immediately apply its then current unit MRCs for Service based on the length of Renewal Term of the Amendment. Customer will not be eligible for any discounts or promotions other than those specifically set forth herein. Such promotions will not be effective unless the applicable promotion term sheet is appended immediately behind this Service Exhibit.

9. **Conflict.** In the event of a conflict between the terms of any Attachment to this Service Exhibit and the terms of this Service Exhibit, the terms of this Service Exhibit will control. In the event of a conflict between the terms of the Amendment and this Service Exhibit, the terms of this Service Exhibit will control. Within the Service Exhibit, the terms of the SOW shall control.

List of Attachments

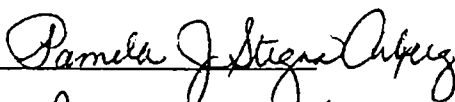
The following attachments are part of this Q Routing Service Exhibit:

1. Exhibit A – Service Level Agreement
 - a. Statement of Work 1 – Professional Services
 - b. General Terms of Agreement
 - c. Migration Methodology
 - d. Legacy System Migration
 - e. Pricing
2. Exhibit B – Available Services
3. Exhibit C – Product Training

In confirmation of their consent and agreement to the terms and conditions contained in this Service Exhibit and intending to be legally bound hereby, the parties have executed this Service Exhibit on the dates set forth below.

Qwest Communications Corporation

Qwest Corporation (Customer)

BY: 
Name: Pamela J Stegorn Axberg

Title: VP- Wholesale

Date: 4/11/05

BY: 

Name: Rodney Miller

Title: Vice President-Finance

Date: 4/7/05

Exhibit A

Service Level Agreement

Q Routing Platform Service Level Agreement

The Q Routing Platform is subject to the following Service Level Agreement ("SLA"), which is effective as of the first day of the second month after initial installation of the Services. The following service level agreement will not apply to Customer's use of any other services including, without limitation, hosting services for Customer's ACD application, Q Routing outbound campaign servers, dial tone systems, external reporting systems, third party applications, Internet access, voice, and support services. This service level agreement is a part of the Q Routing Service Exhibit entered into by Qwest and Customer.

Platform Availability Goal

Qwest has deployed the architecture supporting the Q Routing Platform to provide availability of 99.999%.

Components Included

"Q Routing Platform" refers to Qwest's Q Routing control complex and telephony node servers that receive calls from Customer's callers, process those calls and direct any outbound calls from the servers. For purposes of determining Platform Downtime, the Q Routing Platform will not include the circuits used to connect a caller to the Q Routing Platform, the circuits used to connect a call between the Q Routing Platform and the destination of an outbound call from the Q Routing Platform.

Platform Availability Measurement and Remedies

"Platform Downtime" is measured based on the total outage time incurred by Customer. Platform Downtime will exist when the Q Routing Platform is unable to process calls through a particular Customer application (inbound, outbound, or web) ("Affected Service") and the trouble is reported to the Qwest Q Routing Maintenance Support group. Platform Downtime is measured from the time the trouble ticket is opened by Customer to the time the Affected Service is again able to process calls using default call strategies. Upon Customer's written request to the Call Management Center made within five business days of the last day of the month in which the Platform Downtime occurred, Customer will be entitled to a service credit equal to the pro-rated Eligible MRCs for one day of Service for the Affected Service for each cumulative hour of Platform Downtime. "Eligible MRCs" refers to MRCs for QuickLaunch™ Agent, Skills Based Agent, CTI Based Agent, Web Bundle Standalone Agent, Web Bundle Blended Agent, Outbound Only Agent, and Outbound Blended Agent.

Service Credit Exceptions

Service credits will not be available to Customer in cases where the Services are unavailable as a result of: (a) the acts or omissions of Customer, its employees, contractors or agents or its members, end-users, customers or any other third parties who utilize or access the Services or the Qwest network via the Services; (b) the failure or malfunction of equipment, applications or systems not owned or controlled by Qwest; (c) circumstances or causes beyond the control of Qwest, including instances of a Force Majeure Event, (d) planned outages caused by scheduled service maintenance, alteration, or implementation; (e) the unavailability of required Customer personnel, including as a result of failure to provide Qwest with accurate, current contact information; or, (f) failures related to third party applications used in conjunction with Q Routing. Such credits will be granted only if Customer affords Qwest full and free access to Customer's premises and equipment to make necessary repairs, maintenance, testing, etc., if required.

Maximum Credits and Termination Option

Under no circumstances will Qwest be required to credit Customer in any one calendar month for charges in excess of seven days of service. A credit will be applied only to the month in which the event giving rise to the credit occurred. Notwithstanding the foregoing, in the event that, in any single calendar month, either: (a) Customer would be eligible to receive credits for a particular Affected Service totaling 15 or more days of service (but for the limitation set forth in this section) resulting from three or more events during such calendar month; (b) any single event entitling Customer to credits under the section entitled "Platform Availability Goal" above exists for a period of eight consecutive hours for a particular Affected Service; or (c) any number of events entitling Customer to credits under "Platform Availability Goal" above exists for an aggregate of 24 hours for a particular Affected Service, then, Customer may terminate the Affected Service for cause and without early termination charges by written notice to the Qwest Call Management Center with a courtesy copy to the attention of the Qwest General Counsel within five business days following the end of such calendar month. Such termination will be effective 45 days after receipt of written notice by Qwest. The provisions of this service level agreement state Customer's sole and exclusive remedy for service interruptions or service deficiencies of any kind whatsoever for the Service.

Maintenance Window Definition

Maintenance will be classified as one of the following two types:

Normal Maintenance

"Normal Maintenance" will refer to upgrades of hardware or software or upgrades to increase capacity. Currently, Normal Maintenance will be undertaken only Sunday, Tuesday and Thursday mornings between the hours of 1a.m and 6:30 a.m. Eastern Time. Normal Maintenance will rarely require the entire scheduled maintenance window time. Normal Maintenance likely will not degrade the quality of the Service provided or cause an outage of the Service. Outages related to Normal Maintenance will not be deemed to be Platform Downtime. Qwest, if necessary, may change the maintenance window times upon posting to the website or other notice to Customer.

Urgent Maintenance

"Urgent Maintenance" will refer to efforts to correct Q Routing Platform conditions which are likely to cause a material Service outage and which require immediate correction. Urgent Maintenance, while being conducted, may degrade the quality of the Services provided, which may include an outage of the Services. An outage related to Urgent Maintenance will be deemed an outage for purposes of calculating Platform Downtime and Q Routing Platform availability. Qwest may undertake Urgent Maintenance at any time Qwest deems necessary. Qwest will provide notice of Urgent Maintenance to Customer as soon as is commercially practicable under the circumstances.

Statement of Work 1 Professional Services

This Statement of Work ("SOW") is made as of the Amendment Effective Date of Amendment No. 1 by and between Qwest Corporation ("Customer") and Qwest Communications Corporation ("Qwest") and describes the deliverables, parties' respective responsibilities and other conditions applicable for the provision of Contact Center Solutions ("CCS") Services by Qwest for Customer. Performance of the services described in this SOW shall be governed by the terms of Agreement number (content ID No.106204) between Qwest and Customer. In the event of a conflict between the terms of the Agreement and this SOW, the terms of this SOW shall prevail. Qwest's performance of the services described will begin on a mutually agreed date after acceptance of Customer's purchase order and Customer's completion of any pre-conditions for which Customer will be responsible, as described in this document.

This SOW defines the services Qwest and Qwest's Subcontractor will provide to Customer as part of a Professional Services agreement for the implementation and integration of a dedicated Qwest Q Routing platform for use by Customer for its current contact center requirements. These Services entail the migration from the current working environment to the Q Routing platforms.

The complete Migration process consists of six (6) phases of implementation, which are outlined in detail within this SOW. These phases will include the Discovery, Design, Engineering, Implementation, Customer Workshop and Cutover phases. The unique design of the Customer legacy systems requires the integration and verification of legacy applications prior to the start of the contact center Migration. The integration and verification services associated with making the Legacy Systems operational are only performed once and are included within this SOW.

The Discovery phase defines the requirements associated with each contact center migration. Once the Discovery is completed and both parties agree with the Requirements Document, a fixed price quote for the migration of that contact center is provided as described in Exhibit B.

Qwest's performance of the services described herein is subject to the exclusions and other conditions identified in this Statement of Work.

SOW Terms and Conditions

Unless otherwise stated in previous sections of this SOW, the following terms apply to all Services provided to Qwest for Customer.

● DEFINITION OF TERMINOLOGY

Discovery Workshop: A meeting arranged by Qwest and managed by Qwest designed to document program requirements and complete the Discovery Document. Qwest, Customer, and relevant Professional Services ("PS") providers will participate in this phase.

Discovery Document: A data collection guideline to aid in the development of program requirements. Qwest will complete the document through a Discovery Workshop.

Requirements Document: An expansion of the Discovery Document to thoroughly record the detailed program deployment plan. Qwest will submit this completed plan to Customer for approval prior to commencement of the implementation design phase. At the completion of the implementation phase, the Requirements Document will be used as a test plan to verify system acceptance.

Product: Various Q Routing products and equipment offered by Qwest to Customer.

Legacy Systems: Systems currently deployed in the Customer's contact center environment that provides contact center functionality. These systems include:

- Front End Screen and Route ("FESR") system: A proprietary system that currently provides the real time selection of agent groups for call routing purposes. This system will be replaced by functionalities from Q Routing.
- "QECESession": A system that provides the decision making ability on which IVR application to be used on a call, the call progress logic followed by the IVR, and the routing information needed by FESR to route the call to an agent. Parts of this application, dealing with call distribution and reporting, will be replaced by Q Routing. Other parts of this application, including the Intervice IVR and backend databases, will be retained as part of the new environment.
- "etalk®": A system that is used to record specific calls to an agent for quality purposes. It is capable of voice and screen monitoring, and is controlled by Q Routing. This system will be retained as part of the new environment.
- IEX TotalView® ("IEX") system: A system that provides Work Force Management functionality in the current environment. This system will be retained in the new environment.

GENERAL TERMS OF AGREEMENT

- Qwest will make reasonable efforts consistent with sound business practices to honor the specific requests of Customer with regard to the assignment of employees, and subcontractor employees, but Qwest reserves the sole right, subject to this section, to determine the assignment of its personnel to perform the Services described. Qwest may perform similar work from time to time for others and will not be prevented from performing such similar work, nor shall Qwest's use of any personnel who may be provided to Customer under this SOW be restricted.

- Customer may, upon written notice, reasonably request that Qwest remove certain personnel from performing the Services. Thereafter, Qwest shall remove such personnel as soon as practicable upon receipt of Customer's written request. Notwithstanding the foregoing, if mutually agreed between the parties, Qwest may take corrective action to remedy the defects in the performance of any personnel.
- The pricing contained within this Statement of Work does not include applicable taxes, which will be added by Qwest upon invoicing.
- Services shall be performed at times reasonably specified by Qwest.

Change Management

The Change Management Process will provide a method for Qwest, Qwest's subcontractor, and Customer to manage changes to the program throughout the project life cycle. The change management process will provide a method to track changes such as addition, modification, or deletion of scope, cost and schedule any of which are within the general scope of the contract and affects the work itself or the duties and obligations of the parties.

Changes to this SOW, Firm Price Quotes, PO's, schedules and any other program document utilized in the program and may be issued by either party. The executed change order will constitute an agreement between Qwest and Customer. Customer and Qwest will identify the authorized persons to request and/or approve changes will be identified in writing by both parties and included in the Agreement as part of the Process.

• Customer Initiated Requests

To request a change, Customer's authorized Program Manager will prepare and submit the appropriate Change Request form to Qwest's Program Manager. Qwest and Customer shall agree on any such forms that will be used.

Upon receipt of the Change Request, the Qwest PM will determine the impact of the change (pricing, scheduling, etc.) utilizing the appropriate Program Team members (i.e. Lucent's Technical Consultant, Engineering, Installation, etc.). The Program Team member(s) will provide the appropriate feedback to the PM or return the filled out form for review and signature. The PM will forward the completed Change Request to Customer. Qwest's response to the Change Request will be provided to the Customer in a timely manner, normally. If necessary, the Customer and the Program Manager will negotiate any open issues relative to the Change Request. Upon the Customer's acceptance of the Change Request, Customer will execute the Change Order Request & Authorization form and return it to the Qwest PM. All forms and communications shall be documented through electronic media – email. Electronic acceptance of a Change Request will be binding on Customer notwithstanding the absence of a signature.

The executed Change Request is the authorization to start the work and authorization for Qwest to invoice for such work. The Customer's acceptance shall signify that the individual signing has the authority to authorize the work requested and the additional cost and payment.

Upon receipt of the Change Request, the Qwest PM will notify the appropriate Program Team members to proceed with the requirements set forth in the Change Request. Upon completion of its requirements, Qwest shall invoice the Customer. The contract number and the applicable Purchase Order and the Change Request Tracking Number will be referenced on the invoice.

• Qwest Initiated Requests

A Change Order form will be completed by Qwest, signed and submitted to Customer for approval/execution when a Qwest identified condition requires a change to the Agreement or when an action by the Customer or Customer's representative is identified as a potential change to the Agreement.

Customer shall evaluate the Change Request and shall accept or decline the request. The signature on the form certifies that the individual signing has the authority to authorize the work requested and the additional cost and payment. The Customer will return the Change Request to the PM as soon as practical, no later than three (3) business days from receipt of the Change Request unless otherwise mutually agreed to by both parties. Upon receipt of the approved Change Request, the PM will notify the appropriate Team members to proceed with the requirements set forth in the Change Order. Payment of such invoices will be pursuant to the Agreement between Customer and Qwest.

If the Customer rejects the Change Request, a written explanation detailing the reasons for the rejection will be provided to Qwest within three (3) business days after receipt of the Change Request. The PM may meet with the Customer to resolve such rejection.

• Change Order Tracking

The Qwest PM will have the responsibility of tracking the Change Management Process throughout the program life cycle.

• Program Management Responsibilities

Qwest and Customer will each assign a Program Manager ("PM") for the duration of the project. These program managers will be responsible for ensuring that tasks in their relative organizations are completed on time, and jointly for the success of the complete project. Microsoft Project will be the primary tracking tool used by both companies. Each program manager will be responsible for internal status reporting within their own organizations, In addition to these responsibilities, each will have the following responsibilities:

• Qwest Responsibilities

The Program Manager will have overall ongoing responsibility for completion of the following tasks in this project:

- Project Scope (establish project goals and objectives)
- The documenting/sharing of the Project Plan (identify, estimate and schedule the necessary tasks and resources within a project plan)
- Execution of the Project Plan (schedule project resources and work activities as identified within the scope and project plan)
- Monitor and Control Project Progress (project reporting, problem resolution procedures and change management)
- Create a checklist of Customer's critical issues or concerns that need to be addressed throughout the integration process
- Collaborate on timeframes of Qwest and sub-contractor activities
- Problem Tracking and Status reporting
- Coordinate a project kick-off meeting between Customer, Subcontractor and Qwest
- Project Completion Notice

Schedule / Timeline Deliverable

Following execution of this agreement, Qwest will provide a comprehensive project timeline that will be drafted and submitted to Customer for approval based upon the following:

- Project Scope
- Standard Hardware Delivery Intervals
- Standard Services Intervals
- Estimated Completion of Customer's Pre-integration Requirements
- Business or Operational Constraints
- Holiday Schedules and other Assumptions

• Customer Responsibilities

- Provide a single point of contact to take care of the Qwest resource allocation, data and other internal Customer matters.
- Attend a project kick-off meeting.
- Coordinate or provide a suitable workplace for the Qwest and sub-contractor consultants in either the Customer's facility.
- Provide proper security clearances and/or escorts as required to access the enterprise site and facilities for installation and maintenance.
- Schedule the contact center's telecom manager and the end customer's IT representative for the installation and configuration activities as necessary to complete the agreed to Scope of Works.
- Provide timely access to project-appropriate Customer resources. Any significant project delays could result in a change to this scope of work, the project plan and the commercial terms.
- Sign off on any project deliverables.
- Ensure all necessary data network connectivity exists between Q Routing and contact centers.
- Ensures Either (1) Administrative rights and associated passwords for the installation and configuration of software on the system types, or (2) A dedicated Customer resource with such rights and privileges to allow the installation of software as required in the performance of the Statement of Work.

Migration Methodology

This section of the Statement of Work outlines the model that will be used to complete the required migration activities to move Customer's call center environment to a network based Q Routing environment. For an existing contact center to migrate to the Qwest Q Routing service Qwest will:

- Gain a complete understanding of the Customer's current contact center environment.
- Gain a complete understanding of additional contact center requirements for Qwest Customer's new contact center environment.
- Utilize the contact center information gained to define the Q Routing service configuration.
- Define and implement any custom integration efforts required to complete the installation of the Q Routing services.

Qwest shall migrate the Customer's existing contact centers into the Qwest Q Routing service with minimal disruptions to the Customer's operations. This strategy model will:

- Optimize the ability of a contact center to leverage existing investments.
- Identify opportunities to incorporate new functionality for productivity improvements.
- Minimize risk to the migration effort.
- Successfully achieve buy-in from the contact center staff.

• DISCOVERY PHASE

Discovery is the first step to complete a migration of an existing contact center to the Qwest Q Routing platform. The purpose of this phase is to gain a detailed understanding of the existing contact center environment and operations. In addition, any new requirements being requested by Customer will be identified and documented. Qwest will conduct an inventory of existing contact center systems and gather data regarding the system's features, functionality, architecture and workflow activities. This will be performed in the Discovery Workshop.

A Discovery Workshop may comprise of either a meeting held at the Customer's site location, or a set of conference calls depending on the size and complexity of the migration project, and the requirements of Customer. The Qwest consultant will conduct a Discovery Workshop in order to gain a full understanding of the existing contact center environment and the interfaces to Legacy Systems. This information will be used to help develop an assessment of how legacy systems such as PBXs, Wall Boards, Interactive Voice Response (IVR) units, WFM application, voice mail system, and voice recorders are currently being utilized.

As a result of the Discovery Workshop, a detailed description of the call flows, data exchanges, and data reporting information will be obtained. Additional information such as locations, workgroups, telephony and network connectivity, operating systems, databases and access methods will be identified. As part of this phase, Qwest will identify those applications within the Customer's contact center that require engineering or development and which applications need to be purchased within the new network environment. In addition any application development and/or changes to the Qwest Product will be identified during this phase. All unique design efforts will also be identified during this

phase. Switching system interactions, LAN/WAN configurations, supervisor and agent configurations, call flows/strategies, desktops, and administration levels required by the Customer will also be evaluated and documented during this phase.

Qwest Responsibilities

From the information gathered at the Discovery Workshop, Qwest will develop a Requirements Document containing an assessment of the Customer's contact center's operations and future needs. This document will cover the following information:

- Current business processes and operational parameters.
- Current enterprise call flows.
- Current reporting environment.
- Infrastructure constraints such as LAN connectivity, legacy applications, telephony CPE requirements etc.
- Desired operational improvements.
- Key business drivers.
- Fixed price quote for the contact center migration.
- Signature sheet approval of Requirements Document.
- Design Phase document detailing implementation plan,

Customer Responsibilities

To ensure a successful Discovery Workshop, Customer is responsible for the following:

- Ensuring appropriate attendance of its resources to include, at a minimum the contact center managers and supervisors, key agents as deemed necessary, telecom managers and IT representatives.
- Interfacing with Qwest during the discovery phase
- Providing access to contact center operations (for observation of typical agent activities)
- Providing Pinnacle information that is required for the successful migration from the Pinnacle system.
- Providing call flow documentation, reporting data and key operational objectives for the contact center.
- Accepting the Requirements Document via sign-off
- Initiating an Order to Qwest to begin the migration process for the recommended Customer contact center.

Qwest Deliverables

The following deliverables will be available at the completion of the Discovery phase:

- A Requirements Document defining the details associated with the design, engineering and customer activities along with details needed to migrate from the existing legacy systems to the new contact center environment.
- Fixed price quote and schedule will accompany the Requirements Document for the contact center to be migrated.

Customer Deliverables

The following deliverable will be available as part of the Discovery phase:

A formal response to the Requirements Document is due within five (5) days of receiving the completed Requirements Document from Qwest. Any rejections and/or exceptions taken by either party to the content of the Requirements Document must be mutually agreed upon by both Parties before continuing with the planned schedules and acceptance of the document. The formal response can be either signed acceptance or statement of exception or rejection. Purchase orders will be issued for blocks of hours to be used by customer. Authorization of the appropriate hours for the associated business unit migration is provided through the signed acceptance described immediately above.

● DESIGN PHASE

This phase starts upon acceptance by Qwest of Customer's Order.

The design phase is when all changes to existing applications or the development of new applications are designed as defined in the Requirements Document. . Examples of design activities in this phase include designed development of call flow software strategies; the addition of new reports from the system; the addition of new functionality ; the integration of any new third party hardware; adaptations of the system to interface with legacy equipment such as Workforce Management applications, Call Recording devices and QECESession. At the end of this phase, the new and/or modified applications to the system will have completed testing and are ready for system implementation.

Qwest Responsibilities

The following is a list of activities Qwest will be responsible for within the Design phase.

- Design, develop and test all customized strategies based on the reviewed and approved Requirements Document for all of the Customer centers.
- Configure real-time status displays for supervisors
- Setup standard QuickLaunch desktop options based on the Requirements Document
- Define agent groups necessary for call routing
- Define agent groups necessary for call routing based on the Requirements Document
- Document all as-built strategies implemented at each Customer Center

Customer Responsibilities

The following is a list of activities Customer will be responsible for within the Design phase.

- Support Qwest with prompt answers to technical operational questions arising during the design activities.
- Coordinate Lab access to Customer's Q Routing Lab, if necessary for Design Phase.

Qwest Deliverables

The following deliverables will be available at the completion of the Design phase:

- Design Phase documents detailing:
 - A set of implementation plans that provides Customer instructions on how to add the new application into their network environment.

- A set of test plans that may be used by Customer as operational or acceptance test plans.
- A set of descriptive specifications identifying how the operational and/or administrative features of the new or modified application works within the system or network environment.

Customer Deliverables

A formal response to the Design Phase Document is due within five (5) days of receiving the completed Design Phase Document from Qwest. Any rejections and/or exceptions taken by either party to the content of the Design Phase Document must be mutually agreed upon by both Parties before continuing with the planned schedules and acceptance of the document. The formal response can be either signed acceptance or statement of exception or rejection. Purchase orders will be issued for blocks of hours to be used by customer. Authorization of the appropriate hours for the associated business unit migration is provided through the signed acceptance described immediately above.

● **ENGINEERING PHASE**

This phase starts upon acceptance by both parties of the Requirements Document, as described in the Discovery Phase above and can run in parallel with the Design Phase.

The Engineering phase identifies all the engineering changes required to migrate the existing contact center into the new Q Routing platform. Examples of engineering activities include changes needed within the central office switch to move the directory numbers from the Pinnacle® applications; IP addressing requirements for new applications and interfaces; and identifying any bandwidth requirements needed within the data network to utilize the Q Routing platform. The Engineering phase shall also identify how legacy systems interface into the new Q Routing environment and the requirements associated with the CPE equipment.

All changes made in the Engineering phase are changes that are made within the specified bounds of the original system design and its environment to meet the configuration changes for the new environment.

Qwest Responsibilities

The following is a list of activities Qwest will be responsible for within the Engineering phase.

- Provide remote technical support to the Customer's IT Representatives for the installation, configuration, and set up of agent's and/or supervisor's desktops within a Business Group.

Customer Responsibilities

The following tasks need to be completed by Customer in the Engineering phase:

- Define the number of PRI's associated with each contact center to be migrated.
- Provide a list of Directory Numbers (DNs) associated with the contact center being migrated in a suitable format such as MS Excel, MS Word Table, or database format.
- Provide pertinent dialing information such as pre-pending.

- Provide agent/supervisors IDs, names, and passwords in a suitable format such as MS Excel, MS Word Table, or database format.
- Establish codes (directory numbers) to set up TrueConnect DNs and TrueConnect Annex Tab with ACW Timeout set

Qwest Deliverables

The following deliverables will be provided by Qwest at the completion of the Engineering phase:

- Instructions to Customer on how to change the engineering data associated with applications within the infrastructure to meet the migration needs.
- A document detailing the impacts on the system of the engineering changes.

Customer Deliverable

Customer will provide the following deliverables at the completion of the Engineering phase:

- A list of Directory Numbers associated with the contact center being migrated
- Dialing plan information for the contact center being migrated
- List of TrueConnect codes for agent login, logout, etc.

• **IMPLEMENTATION TEST PHASE**

This phase starts at the completion of the Design and Engineering phases and provides the contact center administration with a demonstration on how the new environment will operate.

The implementation Test phase starts with the provisioning of a set of agents (5) and supervisors (2), with as much of the Q Routing operational environment as possible to validate the operations outlined within the Requirements Document. The initial test will be performed in the Customer Lab or a general test Lab environment. Upon successful lab testing, the same set of agents and supervisors will be provisioned within the contact center environment at site and additional testing will be performed with the contact center's administrators or ITS team. Applications that cannot be implemented within the Lab environment will be migrated into the in-service environment in stages after the calls flows and basic Q Routing functionality has been validated.

The Lab or general test Lab environment may, at Customer's option, also be used to train agents, supervisors and administrators or operations staff before the software is rolled into the production environment.

The planning activities associated with the production cutover will also be documented and reviewed with the Customer for approval before proceeding with the next phase. This includes all activities associated with the cutover and who is responsible for each activity.

Qwest Responsibilities

The following is a list of activities Qwest will be responsible for within the Implementation phase.

- Load and test modified strategy on Customer tenant against the provisioned route point

- Provide pre-deployment support and consultation for the development and implementation of the Customer's cutover/migration plan.
- Data connectivity is available between Q Routing and the contact center.(IP Link between ACDC and customer LAN.)
- Based on the Requirements document, Qwest will provide on-site support as required for engineering activities listed above. This include could the population of databases and other activities as mutually agreed.
- Provisioning of the tenant environment for the contact center.
- Provide a Pinnacle cutover plan, if contacted to perform this service.

Customer Responsibilities

The following is a list of activities Customer will be responsible for within the Implementation phase.

- Review and provide operational details associated with the cutover plan.
- Qwest Access to the Customer Lab environment and associated legacy applications
- Ensure the Customer Lab equipment is functionally operational.
- Data connectivity is available between Q Routing and the contact center. .(IP Link between ACDC and customer LAN.)
- Ensure the Customer Lab has access to Legacy Systems.

Qwest Deliverables

The following deliverables will be provided by Qwest at the completion of the Implementation phase:

- An updated cutover plan with test results.
- Verification test plans for the contact center

Customer Deliverables

Customer will provide the following deliverables at the completion of the Implementation phase:

- Tenant configuration and provisioning data
- Acceptance of revised cutover plan and test results.
- Access for the Customer Lab environment and associated legacy applications

• **CUSTOMER WORKSHOP**

This phase will commence once the Design Phase has started. Throughout the Design, Engineering, and Implementation phases, data will be gathered about the changes between the old contact center environment and the new Q Routing environment that needs to be shared with the Customer' during the Customer Workshop.

The first business week of this interval will be used by Qwest to assemble training information for changes made to the system and develop material explaining how the applications and call strategies work within the new Q Routing environment. The remainder of the interval will be used to present this information to Customer. The contact center managers and supervisors, key agents as deemed necessary, telecom managers and IT representatives should attend the Customer Workshop.

The Customer Workshop training outlined in this migration phase is not intended to replace the product training classes identified in Exhibit C of this agreement. The Customer Workshop is intended to augment these training classes by providing information on changes made to the system as part of the migration. Any Customer personnel participating in migration activities should be trained through the product training classes, to the level defined for that activity, on the Qwest Q Routing system before attending a Customer Workshop training session. The prerequisites and intended audiences for the main training courses are identified in Exhibit C.

Qwest Responsibilities

The following is a list of activities Qwest will be responsible for within the Customer Workshop phase.

- Train Customer on all environmental changes made to the contact center
- Train Customer on all application changes and call strategies developed as part of migration activities.
- Train the Customer's contact center telecoms manager and the Customer's IT representative on the installation and configuration activities associated with desktop applications.

Customer Responsibilities

The following is a list of activities Customer will be responsible for within the Customer Workshop phase.

- Ensure appropriate attendance of Customer representatives to include, at a minimum the contact center managers and supervisors, key agents as deemed necessary, telecom managers and IT representatives.
- Ensure that personnel from Customer meet appropriate training prerequisites in the base operations of the Q Routing platform, before Qwest provides the update training as part of the Customer Workshop process.

Qwest Deliverables

The following deliverables will be provided by Qwest at the completion of the Customer Workshop phase:

- Workshop session that addresses the training associated with the environmental changes that were implemented with Q Routing. These changes include, but are not limited to the following:
 - Use of software applications added to the system.
 - Call handling strategies developed on the system, and how these can be modified.
 - Report capabilities developed on the system, and how to modify them.
 - IVR functionality developed.
 - Announcement capabilities, and how to change them.
 - Training documentation for future use.
 - List of people trained and their operational titles within the contact center.

Customer Deliverables

There are no Customer deliverables associated with the Customer Workshop phase.

● CUTOVER PHASE

The Cutover phase shall identify all the processes required to bring all the contact center agents and supervisors online with Q Routing. This phase is coordinated with all other contact center activities needed to transition from the old contact center environment to the Q Routing environment. Meetings between Qwest, and Customer will identify the activities needed for the cutover plan. The Qwest Program Manager will lead the coordination activities for the actual cutover.

Qwest Responsibilities

The following is a list of activities Qwest will be responsible for within the Cutover phase.

- Providing the initial Cutover plan along with a list of items to consider for the cutover activities
- Deployment support and consultation for:
 - Execution of Customer's cutover/migration plan
 - Problem Identification, reporting, and resolution of Q Routing issues.
 - Support Customer with agent and supervisor configurations, call flows/strategies, and interactions with the Customer's support systems
 - Address questions raised by Customer's personnel
- Provide up to two (2) weeks of Post-Deployment support and consultation for each center associated with:
 - Problem Identification, reporting, and resolution of Q Routing issues.
 - Support Customer with agent and supervisor configurations, call flows/strategies, and interactions with the Customer's support systems
 - Address questions raised by Customer's personnel
 - Transition Customer's personnel to the Qwest support mechanisms

Customer Responsibilities

The following is a list of activities Customer will be responsible for within the Cutover phase.

- Provide input to the cutover process and document changes to the process
- Provide provisioning support during the cutover activities.

Qwest Deliverables

The following deliverables will be provided by Qwest at the completion of the Cutover phase:

- A status report providing the results of all acceptance tests run on the Q Routing system and center associated with the migration of the targeted center.
- A document identifying all changes made to operations, administration, and maintenance processes of the system.
- A document detailing call flows of all applications developed for the center.

Customer Deliverables

Customer will provide the following deliverables at the completion of the Implement phase:

Provide a written acceptance for each center completing cutover.

Legacy System Migration

As part of the overall migration of the Business Units, there are several Legacy Systems that must have significant integration work completed prior to the migration of the Business Units. This section identifies these work elements and the tasks associated with each work element.

• QECESSESSION INTEGRATION

The call flow migration entails maintaining the Intervoice IVRs and the QECESession applications. As such the incoming call is routed through the CallNet network to one of Customer's Intervoice IVRs. The IVR will query the QECESession, determine routing and direct the call to Q Routing. Q Routing will answer the call and obtain the data for the call the QECESession previously stored in the Session Data Store. This integration consists of the correlation of the incoming call with its data, retrieval of session data and logical routing. It is envisioned that Q Routing will be able to obtain all required information from the Session Data Store.

Description of Work – Incoming Call Correlation:

The call flow described above requires Q Routing to retrieve data for each call from the Session Data Store. A method is needed for Q Routing to identify each incoming call so that it can subsequently obtain the correct call record from the Session Data Store. Customer may select one of the Qwest two possible mechanisms for correlating calls between the Customer IVRs and Q Routing:

- As the Customer IVR initiates a call transfer to Q Routing, it could populate the ANI for the second leg of the call with the ID of the call data in QECESession. Q Routing will then use the ANI to query the Session Data Store. IDs in QECESession are 10-digits long so they are easily passed in the ANI field. The QECESession data resides in a Microsoft SQL Server database. Q Routing could query the session data directly out of the SQL Server database or get the data using the QECESession web service interface. Querying the data directly out of the database will be much more efficient.
- The IVR could be configured to outpulse the ID of the call data in QECESession as DTMF digits before completing the transfer. Q Routing could capture the DTMF digits and use them to query the Session Data Store as mentioned in the previous bullet item.

Qwest will work with Customer to discuss these or other methods of call correlation, in order to determine the most appropriate method in view of the capabilities of Customer's network and IVR equipment. Based on an agreed to design approach, Qwest will work with the Customer technical team to design, develop and test the call correlation technique.

Description of Work - Session Data Retrieval:

Having identified an incoming call, Q Routing will need to obtain the business information pertaining to the call, which QECESession has previously placed in the Session Data Store. Q Routing will access the Session Data Store through a direct SQL Server query or via the QECESession SOAP/HTML web service.

Qwest Responsibilities

The Qwest consultants will provide Professional Services to design, development and test of the Incoming Call Correlation and Session Data Retrieval. These efforts include:

- Work with Customer Intervice IVR personnel to identify best technique to identify each call record from the Customer IVR.
- Design, develop and test the call identification technique in coordination with Customer Intervice IVR personnel. This testing is planned to utilize the Customer Internal lab system in order to facilitate IVR interface.
- Work with Customer QECESession personnel to identify the best technique to access the Session Data Store.
- Design, develop and test the call identification technique in coordination with Customer Intervice IVR personnel. This testing is planned to utilize the Customer Internal lab system in order to facilitate QECESession interface.
- Based on successful testing of the above interfaces, document the interface techniques to allow efficient implementation in the production environment.

Customer Responsibilities

Successful completion of this integration effort is dependent on the full support of Customer. In order to successfully complete this engagement, Customer will:

- Have a Q Routing lab system installed and operating.
- Provide Qwest access to the necessary IVR personnel to develop the design criteria.
- Provide Qwest access to the necessary QECESession personnel to develop the design criteria.
- Provide interface to the QECESession web service or to the SQL Server table structure for testing and design purposes.
- Set up test Intervice IVR call scripts with necessary call identification call technique.
- Validate the proper operation of the test tenant prior to Qwest integration testing.
- Provide remote access to the Q Routing lab system to validate the initial set up.
- Provide timely access to QECESession and Intervice IVR technical personnel during the test cycle to resolve issues as they arise.
- Sign off on any project deliverables.

Qwest Deliverables

Qwest will provide Customer with the following:

- Documentation of the agreed to design approach prior to detailed design, develop, and test activities.
- Documentation of the final Intervice IVR and the QECESession interface implementation to support production system implementation.

A summary report of the completed integration and validation effort associated with the IVR and QECESession will be provided.

Customer Deliverables

- Acceptance of design approach document.
- Approve final Intervice IVR and the QECESession interface implementation.

● ETALK INTEGRATION

etalk is the current call recording system used by Customer. In order to identify which calls are to be recorded, an interface with Q Routing is necessary. This section describes the effort to validate this interface.

Description of Work

Q Routing will provide statistics to etalk to allow proper initiation of call recording. Qwest will work with Customer to validate the data interface with etalk. This effort will entail setting up the interface to a Customer provided etalk test bed and validating the proper exchange of data within the lab environment.

Qwest Responsibilities

The Qwest consultants will provide Professional Services to support set up and validation of the etalk interface within the Customer lab environment. These efforts include:

- Work with Customer etalk personnel to establish the interface to the test etalk environment.
- Set up and configure the etalk interface within the Q Routing Lab environment.
- Work with Customer etalk personnel to verify proper operation of the interface through test calls and validation of proper recording.
- Based on successful testing of the above interface, document the interface to allow efficient implementation in the production environment.

Customer Responsibilities

Successful completion of this integration effort is dependent on the full support of Customer. In order to successfully complete this engagement, Customer will:

- Have a Q Routing lab system installed and operating.
- Provide Qwest access to the necessary etalk personnel to implement the interface.
- Provide interface to the etalk for interface testing.
- Validate the proper operation of the test tenant prior to Qwest integration testing.
- Provide remote access to the Q Routing lab system to validate the initial set up.
- Provide timely access to etalk technical personnel during the test cycle to resolve issues as they arise.
- Sign off on any project deliverables

Qwest Deliverables

Qwest will provide Customer with the following:

- Documentation of the etalk interface requirements.
- Documentation of the etalk interface requirements to support production system implementation.

A summary report of the completed integration and validation effort associated with the etalk interface will be provided.

- Approve etalk interface documentation

• IEX INTERFACE

IEX is the current WorkForce Management system used by Customer. In order to support the historical data requirements and real time adherence, an interface with Q Routing is necessary. This section describes the effort to develop and validate this interface.

Description of Work

Q Routing will need to provide statistics to IEX to allow Work Force Management. Qwest will work with Customer to develop the requirements for this interface. These requirements will define the necessity for historical data requirement, real time adherence data, and data synchronization between the two systems. The effort for the implementation of this interface will vary significantly depending on the definition of the interface requirements. This effort will entail evaluating IEX data interface requirements, writing an interface to the IEX test bed and validating the proper exchange of data within the lab environment.

Qwest Responsibilities

- Work with Customer IEX personnel to establish the IEX interface requirements.
- Design, develop, and test the IEX interface based upon the interface requirements.
- Set up and configure the IEX interface within the Q Routing Lab environment.
- Work with Customer IEX personnel to verify proper operation of the interface through test calls and validation of forecasting and adherence if necessary.
- Based on successful testing of the above interface, document the interface to allow efficient implementation in the production environment.

Customer Responsibilities

Successful completion of this integration effort is dependent on the full support of Customer. In order to successfully complete this engagement, Customer will:

- Provide a Q Routing lab system installed and operating.
- Provide Qwest access to the necessary IEX personnel to implement the interface.
- Work with IEX to obtain the necessary interface APIs and documentation.
- Provide interface to the IEX for interface testing.
- Validate the proper operation of the test tenant prior to Qwest integration testing.
- Provide remote access to the Q Routing lab system to validate the initial set up.
- Provide timely access to IEX technical personnel during the test cycle to resolve issues as they arise.
- Sign off on any project deliverables.

PRICING

Pricing associated with products and services in this agreement are based on bundled hours for each item purchased or a unit price for product and service. Customer will provide Qwest with a purchase order ("Order") for those items being purchased.

Enterprise Reporting Solution:

ERS	NFC/unit	Monthly Recurring (MRC)
Collection & Database Servers - production (Per Server)	\$ 18,130.00	
3 Yr CDS Hdwr. Mtce and Support (Per Server)	\$ 2,535.00	
4 th year maintenance(per server)	\$ 426.00	
5 th year maintenance(per server)	\$ 447.00	
Report Distribution Servers (Per Server)	\$ 6,254.00	
3 Yr RDS Hdwr. Mtce and Support (Per Server)	\$ 866.00	
RDS 4 th year maintenance(per server)	\$ 243.00	
RDS 5 th year maintenance(per server)	\$ 255.00	
E & I (Per Server)	\$ 2,800.00	
Support Fee (Maintenance)		\$ 628.00
		\$ 330.00
IP Data Circuit (Per Circuit)		

Integration and CPE:

Integration Activities	NRC/Unit
TotalView/IEX Integration (note 1)	\$27,000.00
E Talk Integration (note 1)	\$27,000.00
5ESS Translations (6250agents X \$11/agent)	\$68,750.00
Migration from existing systems to ClientCare (note 3)	500 Hour 100 Hour \$165/hour
Personal Agent Announcements (note 1)	\$25,000.00
Wall Board Integration (per WallBd PC Interface)	\$7,200.00
Wallboard Integration support non VE existing API	\$1,625.00
TAPI P Phone (note 2) (Unit Price)	\$360.00
ISDN i2022 phones with data modules (note 2) (Unit price)	\$352.00

Note 1: Professional Services are priced based upon information received during the RFP process and will be modified if the SOW requirements change. Any change to pricing will be mutually agreed to by both parties and documented prior to any work beginning..

Note 2: ISDN and TAPI phones are based on volumes provided in the RFP process. Any modifications to these volumes will require evaluation and pricing changes as noted above.

Note 3: Pricing associated with products and services are based on bundled hours for each item purchased.

Training:

Solution Components	NRC/Session
<i>Train the Trainer - 48 Trainers</i>	
521, Agent Desktop Training	\$ 13,060
522, Tenant Supervisor Training (svp)	\$ 15,640
Annual RTU Fee	\$ 25,000

Solution Components	NRC/Session
<i>Instructor Led Courses (Suitcased)</i>	
510, System Overview (WebEx)	\$ 745
512, Service Management (5 day)	\$ 24,880
513, Strategies (5 day)	\$ 24,880
514, Operational Overview (1day)	\$ 6,180
521, Agent Training (2 day)	\$ 13,060
522, Supervisor Training (3 day)	\$ 15,640
523, Tenant Operations (5 day)	\$ 24,880

Lucent to provide (1) Suitcased session for the following courses (512, 515, 513, 523) with the purchase of the 1st ACD Complex.

Classes assumes eight students per class

Minimum Order Quantity

Invoicing

- Supplier will invoice for services provided in the initial Order of 500 hours on a quarterly basis.
- Supplier will invoice for services provided for hours ordered on subsequent Orders on a quarterly basis.

Entire Agreement

The Amendment No. 1 to the Agreement, the Q Routing Exhibit, which includes this SOW and the Agreement constitute the entire agreement between the parties regarding the subject matter. This SOW and the Agreement supersede any and all prior contemporaneous oral and written

communications or agreements of the parties with respect to the subject matter. In the event of a conflict between the provisions of the general terms and conditions of Service Exhibits (other than the Q Routing Service Exhibit) to, the Agreement and this SOW, the provisions of this SOW will control.

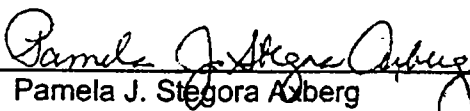
Endorsements and Approval

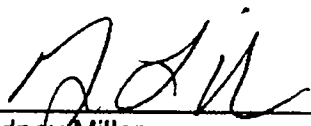
This SOW and all Attachments incorporated herein constitute are confirmed as a part of the Q Routing Exhibit, the Amendment and Agreement between the parties, and are exclusive between the parties and supersede all prior oral and written, communications or agreements.

AUTHORIZED REPRESENTATIVES FROM EACH PARTY ACKNOWLEDGE THEIR AGREEMENT AND ACCEPTANCE OF THE ABOVE SOW TERMS AND FOLLOWING ATTACHMENTS BY THEIR SIGNATURES BELOW.

QWEST COMMUNICATIONS CORPORATION

QWEST CORPORATION (Customer)

By: 
Pamela J. Stegora Axberg
Vice President – Customer Service Ops

By: 
Rodney Miller
Vice President – Finance

Date : 4-11-05

Date : 4/7/05

EXHIBIT B

AVAILABLE SERVICES

• LINE TRANSLATIONS ASSOCIATED WITH MIGRATING LINES

Description of Work

This service offered by Qwest provides the 5ESS® switch-engineering support needed during the Migration of the Customer's contact center to the Q Routing environment as an alternative to using Customer personnel. This engineering activity includes:

- Potentially redirecting incoming contact center calls to a new set of trunking.
- The engineering of the line terminations for agent and supervisor terminals will be re-configured from ACD to Centrex.
- Hunt groups set up handle the traffic will be removed.
- Pinnacle announcements will be removed from the 5ESS.
- Switch based 5ESS reports associated with Customer ACD's will be removed.

The service will have its own set of migration phases and does not include certain Pinnacle related activities that must be part of the migration activities planned for other applications. This activity will start after the completion of the migration of all centers associated with a given Pinnacle system. It will take information that is available from other Discovery activities and will compile the data into an individual Pinnacle system environment. As part of its own Discovery session, more information will be gathered concerning ACD data and announcements associated with an individual 5ESS switch. Plans will be assembled and implemented on a per 5ESS switch basis.

Qwest Responsibilities

- Gain Customer agreement for the plan to remove service, and the reinstate service with the new contact center product
- Perform record dumps of 5ESS to obtain listings of all lines associated with ACD group and position identified by Customer.
- Extract relevant information from 5ESS using SCANS.
- Prepare automated process for switch database alteration.
- Transfer files for automation to Customer switch via SCANS.
- Execute automated database upgrade to remove ACD associations.
- Remove ACD information and definitions no longer required by Pinnacle.

Deliverables

- A document outlining the plan
- A listing of all clients removed
- A listing of all clients assigned on a per office basis.
- A detailed listing of any anomalies incurred during the removal process and a description of the corrective action.

Customer Responsibilities

- Provides means of remote access to all 5ESS switches on which the Pinnacle ACD clients are assigned.
- Provide a SCANS number and access for the extraction of data and insertion of custom-built automation tools for this service.
- Provide contact list of key personnel to include Central Office Engineer and NOC center managers provided coverage for end-offices affected by this service. In addition to these contacts Qwest requires that the Customer establishes a single point of contact for this service to interface with for any required information.
- Provide Qwest at least 10 days notice of any delays expected on the migration service date(s).
- Provide an accurate and complete data for the ACD groups and positions assigned to the Pinnacle ACD service on a per switch basis.

• WALL BOARD INTEGRATION

Description of Work

The activities required for integrating a contact center Wall Board depends upon the type of Wall Board being utilized. This Statement of Work focuses on the integration of the Visual Electronics Wall Board into the contact center environment. The Visual Electronic application will allow the agent desktop to display the Wall Board data.

A discovery session is required between the Customer, and Qwest Technologies to identify the type of statistics to be displayed on the Wall Board. This will occur as part of the Wall Board implementation.

Qwest Responsibilities

Qwest will provide Professional Services to enable contact center statistics to be displayed on the Wall Boards and agent desktops. The following activities will be completed by Qwest:

- Perform a discovery session to establish the statistical display requirements for the Visual Electronics Wall Board.
- Install and configure the ClientCare Statistical Data Sever (SDS) on a customer provided server. This server must meet the minimum ClientCare specifications for an Enterprise Statistical Data Server.
- Install and configure the ClientCare Desktop Statistical Data Client (DSDC) on a customer provided Wall Board server. This server must meet the minimum ClientCare specifications for an Enterprise Wall Board Server.
- Configure the Q Routing Enterprise to interface to the Statistical Data Server.
- Configure the Q Routing queue statistics as defined in the discovery session to be delivered to the enterprise Wall Board server.
- Configure the basic display of the queue statistics on up to seven (7) previously installed and operational Visual Electronics Wall Boards.
- Configure, deploy, and test basic display of the queue statistics using the Visual Electronics desktop application on up to fifty (50) desktops.

Deliverables

Qwest will provide a document to Customer and the enterprise identifying the completed configurations of the:

- Discovery Session results
- Statistical Data Server (SDS)
- Desktop Statistical Data Client (DSDC)
- Visual Electronics Wall Board and agent desktops

Customer Responsibilities

In order to successfully complete this engagement, Customer will:

- Install and prepare the Visual Electronics Wall Board and related servers.

• **WALL BOARD INTEGRATION SUPPORT**

Many Wall Board vendors have their individual API to the platform. In order for an enterprise to interface to these Wall Boards, the Wall Board vendor needs to know specific configuration information within the enterprise database. This service is to provide support to the enterprise to identify the necessary configuration information to the Wall Board vendor to allow the vendor to display the proper information

• **Qwest Responsibilities**

Qwest will provide Professional Services to provide the necessary interface information to allow a Wall Board vendor with an API to collect the proper statistics to be display on the Wall Boards. The following activities will be completed by Qwest:

- Support Customer with Wall Board vendor to determine required enterprise database interface.
- Provide Wall Board vendor with necessary IP information, firewall port information, and statistics available within the current enterprise database (StatServer).
- When the Wall Board vendor has completed the installation and configuration of the Wall Board environment, validate connectivity from the enterprise StatServer to the Wall Board server.
- This effort does not include writing any API interfaces to a Wall Board, creating custom statistics, or troubleshooting the Wall Board environment.

• **Customer Responsibilities**

- Provide enterprise and vendor contact information.
- Ensure the enterprise has the Wall Board installed and operating properly prior to the connectivity validation from the StatServer to the Wall Board server.

• CONSULTING SERVICES

Description of Work

Qwest's consulting services will assist the Customer identify potential impacts that may be caused by proposed changes and enhancements to the contact center environment. Qwest's consulting services will also provide support for implementation of the approved changes and enhancements to the contact center environment. The Qwest consultants will also work with the Customer to minimize any potential impacts to the contact center's operation. The required changes or enhancements may be simple in nature to improve business performance, or more complex such as providing special reports for contact center management.

The Qwest team will provide the Customer with an option to purchase a block of professional service hours to be used as new requirements arise. Since some changes are difficult to forecast and occasionally require a quick response, the proposed block of hours can be used within one year from the issuing of the purchase order. This block of hours can be utilized for contact center consultation, strategy modifications, special report generation, and other contact center services needed to support Q Routing.

Qwest Responsibilities

The Qwest consultants will provide Professional Services to improve the overall operations of the Customer's contact center. These efforts include:

- Enhancements recommended for the desktops, call flows/strategies, and processing of the reporting of data.
- Agent and/or supervisors moves, adds, and changes (M/A/Cs).
- Integration support for other contact center applications.
- Customer-specific requests that can be addressed by Qwest PS Staff under this Statement of Work.

Deliverables

Qwest will provide the Customer with the following information about the consulting services:

- Provide a record of the spent hours of effort and unused hours of effort remaining on the contract each month.
- Written description of the services provided along with spent hours of effort.
- Documentation associated with changes or enhancements made to the contact center.

Customer Responsibilities

Successful completion of the Consulting Services is dependent on the full support of Customer. In order to successfully complete this engagement, Customer will:

- Provide Qwest with a system configuration documentation
- Provide clear definition of any required activities in a change request form or a formal email

- Approve all described efforts prior to execution in writing.

EXHIBIT C

Product Training

Training Curriculum and Course Descriptions

Course 510	ClientCare™ System Overview
Audience	This course is intended for a general audience that may include technical disciplines such as engineering, installation, administration, operation, maintenance or other ClientCare support personnel.
Course Overview	<p>This course provides an introduction to the ClientCare system, its architecture, capabilities and typical call flows. Attendees will gain an understanding of major hardware and software components of the system and their respective functions.</p> <p>This course provides a fundamental overview of the following subject areas:</p> <ul style="list-style-type: none"> • ClientCare hardware and software architecture • Individual components of the Facility and ACD – Automatic Call Distribution Complexes • Inbound call flow • Service Provider and tenant user roles and responsibilities • Knowledge review (assessment)
Recommended Pre-requisites	Expected Foundation Knowledge: Participants should have a general knowledge of call center operations and service provider administration in the telecommunications environment.
Media	Instructor Led
Duration	4 hours

Course 514	ClientCare™ Operational Overview
Audience	This course is intended for a general audience that may include technical disciplines such as engineering, installation, administration, operation, maintenance or other ClientCare support personnel. This course is the prerequisite for the System Administration course (#515).
Course Overview	<p>This course provides a hands-on introduction to the ClientCare system, its architecture, capabilities and typical call flows. Attendees will gain a conceptual and practical understanding of major hardware and software components of the system and their respective functions.</p> <p>This course provides a fundamental overview the following subject areas:</p> <ul style="list-style-type: none"> • ClientCare hardware and software architecture • Individual components of the Facility and ACD – Automatic Call Distribution Complexes • Inbound call flow • Introduction to ClientCare application software used by Service Provider and tenant users such as: <ul style="list-style-type: none"> ○ QuickLaunch Dashboard and Enhanced Control Panel, ○ QuickLaunch Supervisor Desktop, ○ QuickTrack historical reporting or ERS equivalent ○ ccPulse+ real-time reporting ○ CME – Configuration Management Environment using Configuration Manger ○ IRD – Interaction Routing Designer for strategy management ○ MMS – Message Management System using AM - Announcement Manager • Introduction to a selection of associated analog (Way2Call), ISDN or VoIP and/or TrueConnect Agent phones • Knowledge review (assessment)
Recommended Pre-requisites	Expected Foundation Knowledge: Participants should have a general knowledge of call center operations and service provider administration in the telecommunications environment.
Media	Instructor Led
Duration	8 hours

Course 512	ClientCare™ Service Management
Audience	Service provider personnel responsible for provisioning tenant configurations.
Course Overview	<p>This course enables Service Managers the opportunity for hands-on practice for:</p> <ul style="list-style-type: none"> • Adding new tenants to the ClientCare system • Creating and assigning route points for tenants • Incorporating announcements into routing strategies • Reading and understanding call routing strategies • Managing and administering tenant configurations <p>This course covers the following subject areas:</p> <ul style="list-style-type: none"> • Configuration management overview. • Environment configuration. • Tenant configuration. • Error processing. • Configuration migration considerations. • Reading and understanding call-routing strategies. • Uploading announcements. • Call reporting tools. • Knowledge review (assessment)
Recommended Pre-requisites	<p>Expected Foundation Knowledge:</p> <ul style="list-style-type: none"> • Successful completion of course 523 – Tenant Operations Support. • Familiarity with Windows® NT. • Two to three years call center operations experience is recommended.
Media Duration	Instructor Led 40 hours

Course 513	ClientCare™ Strategies
Audience	This course is intended for Service Provider service managers responsible for provisioning hosted call center service e.g. the person(s) responsible for creation, managing and implementing network/tenant routing structures for each new call center added to the system.
Course Overview	<p>This course introduces the learner to call routing and treatment strategy design using Interactive Routing Designer – IRD. Participants will gain an understanding of the call flow logic behind strategies. Descriptions and demonstrations are designed to guide students through the following hands-on procedures:</p> <ul style="list-style-type: none"> • Creating strategies that implement business objectives and rules • Creating strategies based on agent availability • Creating strategies based on agent's skills • Creating strategies based on customer priority • Creating strategies based on different scenarios • Annotating strategies • Compiling and loading strategies • Testing and debugging strategies <p>This course covers the following subject areas:</p> <ul style="list-style-type: none"> • Interaction Routing Designer software overview • Statistically routing calls to individual agents or departments • Develop strategies based on day and time • Provide treatments to incoming calls • Introduce skills-based routing • Defining and assigning variables • Attaching data to a call • Knowledge review (assessment)
Recommended Pre-requisites	<p>Expected Foundation Knowledge: Participants must have successfully completed course # 512 ClientCare Service Manager. Participants should be familiar with Windows® NT and possess knowledge of Boolean logic and scripting concepts. Two to three years of call center operations experience is recommended.</p>
Media	Instructor Led
Duration	40 hours

Course 521	ClientCare™ Agent Operation
Audience	Service providers that train call center agents in the use of QuickLaunch Dashboard, Enhanced Control Panel and/or operation in TrueConnect Agent mode.
Course Overview	<p>This course provides hands-on experience using the QuickLaunch agent desktop softphone and using the TrueConnect agent capability as a standard or back-up function. This course covers the following subject areas:</p> <ol style="list-style-type: none"> 1. QuickLaunch Dashboard Operation <ul style="list-style-type: none"> ○ Features of the dashboard and how to use them <ul style="list-style-type: none"> ▪ Phone controls ▪ Agent state ▪ Call information ▪ Status Bar ○ Features of the Enhanced Control Panel and how to use them <ul style="list-style-type: none"> ▪ Attach data feature ▪ Outbound calling features ▪ Phonebook features ▪ Timed event features 2. Operation as a TrueConnect Agent <ul style="list-style-type: none"> ○ ANI mode ○ Non—ANI mode <p>Knowledge review (assessment)</p>
Recommended Pre-requisites	Expected Foundation Knowledge: Participants should have a general knowledge of inbound call center operation and PC skills.
Media	Instructor Led
Duration	16 hours

Course 522	ClientCare Supervision
Audience	Service providers that train call center supervisors in the use of QuickLaunch Supervisor Desktop, ccPulse+ real-time reporting and QuickTrack or ERS historical reporting programs.
Course Overview	<p>This course provides hands-on experience using call center supervisory functions supported by ClientCare. It does not include practice on using Agent Observe as Genesys University provides this training.</p> <p>This course covers the following subject areas:</p> <ol style="list-style-type: none"> 1. ClientCare QuickLaunch Supervisor dashboard features and how to use them <ul style="list-style-type: none"> • Broadcasting • Next call monitoring • Continuous monitoring • Barge in and barge out • Immediate answer 2. Logging off a TrueConnect agent remotely 3. Using CcPulse+ real time reporting 4. Using QuickTrack or ERS equivalent for historical reporting 5. Knowledge review (assessment)
Recommended Pre-requisites	Expected Foundation Knowledge: Participants should have a general knowledge of inbound call center operation and PC skills.
Media	Instructor Led
Duration	24 hours

Course 523	ClientCare™ Tenant Operations Support
Audience	Service providers that train call center supervisors in the use of QuickLaunch Supervisor Desktop, ccPulse+ real-time reporting and QuickTrack or ERS historical reporting programs.
Course Overview	<p>This course provides hands-on experience performing call center agent adds, moves and changes, agent and supervisor configuration and understanding call treatment design.</p> <p>This course covers the following subject areas:</p> <ol style="list-style-type: none"> 1. ClientCare Configuration Manager functions and how to use it to make agent and supervisor adds, moves & changes (MAC). <ul style="list-style-type: none"> • Installation and setup of the QuickLaunch Desktop 2. ClientCare Interaction Routing Designer features and how to use it to determine normal call routing operation e.g. call treatment as engineered. 3. Knowledge review (assessment)
Recommended Pre-requisites	<p>Expected Foundation Knowledge:</p> <p>Participants should have a general knowledge of call center operation, PC skills, agent supervision and have successfully completed course 522 (ClientCare Supervision).</p>
Media	Instructor Led
Duration	24 hours

