

Amendment ID
UT-041379- AF
OM 7-31-08



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Mark S. Reynolds
Director – Regulatory
Policy and Law

June 25, 2008

2008 JUN 26 AM 10:58
RECEIVED
COMMUNICATIONS DIVISION

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

Attn: Betty Erdahl

RE: WAC 480-120-375 Affiliated Interest Agreement

Dear Ms. Washburn:

In accordance with WAC 480-120-375, Qwest Corporation is filing notification of the enclosed affiliated interest Agreement between Qwest Corporation (QC) and Qwest Communications Corporation (QCC). This is Amendment 10 to the Wholesale Services Agreement that QC originally filed under Docket No. UT-041379. Also enclosed is a verified statement.

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

Very truly yours,

for Mark Reynolds

Enclosures

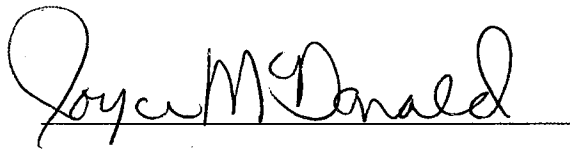
VERIFIED STATEMENT OF AFFILIATED INTEREST TRANSACTION

Qwest Corporation

WAC 480-146-350 states:

Every public service company must file a verified copy, or a verified summary, if unwritten, of contracts or arrangements with affiliated interests before the effective date of the contract or arrangement. Verified copies of modifications or amendments to the contract or arrangements must be filed before the effective date of the modification or amendment. If the contract or arrangement is unwritten, then a public service company must file a verified summary of any amendment or modification. The Commission may institute an investigation and disapprove the contract or arrangement if the commission finds the public service company has failed to prove that it is reasonable and consistent with the public interest.

Joyce L. McDonald, Lead Finance/Business Analyst of Qwest Corporation certifies that the attached Amendment No. 10 to Wholesale Services Agreement describes the affiliate arrangement between Qwest Corporation and Qwest Communications Corporation.

A handwritten signature in cursive script that reads "Joyce McDonald". The signature is written in black ink and is positioned above a horizontal line.

Joyce L. McDonald

Dated at Seattle this 25th day of June, 2008.

**AMENDMENT NO. 10 TO
WHOLESALE SERVICES AGREEMENT**

THIS AMENDMENT NO. 10 (this "Amendment") is by and between **Qwest Communications Corporation** ("Qwest") and **Qwest Corporation** ("Customer") and amends the Wholesale Services Agreement between Customer and Qwest dated effective as of July 29, 2004, as may have been previously amended by amendment, addenda or rate change notification (the "Agreement"). This Amendment shall be effective as of the date when it has been signed by both Parties (the "Amendment Effective Date"). All capitalized terms used herein which are not defined herein shall have the definitions ascribed to them in the Agreement. The Parties hereby agree to amend the Agreement as follows:

1. New Services.¹ The service descriptions set forth in Exhibit(s) IP-INT attached to this Amendment (the "New Services") shall be added to, and constitute a part of, the Agreement. The list of Service Exhibits in the "Applicable Services" portion of the Agreement shall be deemed revised by the addition of the New Services. Qwest agrees to provide the New Services in accordance with the terms of the Agreement and this Amendment. The terms, rates and discounts, if any, for the New Services shall be effective as of the first business day of Customer's next full monthly billing cycle following the Amendment Effective Date.

2. Effective Date. This Amendment shall be effective as of the date it is executed by the last Party to execute (the "Amendment Effective date") and be deemed incorporated by reference into the Agreement; provided however, that if under applicable law, this Agreement or notice thereof must be filed with a governmental entity, including, but not limited to, a state public utility commission, this Agreement shall not become effective with respect to the jurisdiction having such requirements until such filing have occurred. In particular, this Agreement shall not be effective with respect to the State of Washington until it is filed with Washington Utilities and Transportation Commission. The terms, rates and discounts, if any, for the New Services shall be effective as of the Amendment Effective Date.

3. Miscellaneous. All other terms and conditions in the Agreement shall 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 shall control. To the extent that the terms of any New Service exhibit are inconsistent with the terms of this Amendment or the Agreement, the terms of the New Service exhibit shall control.

IN WITNESS WHEREOF, an authorized representative of each Party has executed this Amendment as of the Amendment Effective Date.

QWEST:

QWEST COMMUNICATIONS CORPORATION

By: 

Warren Mickens

Vice President, Customer Service Operations

Date: 06/17/08

Offer Management Director: 

Date: 6/12/08

Customer:

Qwest Corporation

By: 

Name: Steven Swain

Title: Vice President - Finance

Date: 6/24/08

¹ Since certain international rates are subject to change on five (5) days notice, Customer acknowledges that, until this Amendment is returned to Qwest, those international rates as set forth in a Service Exhibit may change and that, once this Amendment is executed, the international rates then in effect will be implemented by Qwest. Thereafter, changes to those international rates shall be made pursuant to the rate change process provided for in each Service Exhibit.

**QWEST EXHIBIT IP-INT
INTERNATIONAL IP SOLUTIONS SERVICE EXHIBIT
WHOLESALE SERVICES AGREEMENT**

1. INTERNATIONAL IP SOLUTIONS SERVICE DESCRIPTION.

1.1 Qwest shall provide international dedicated Internet access ("DIA") service ("International DIA Service") and international Multiple Protocol Label Switching ("MPLS") service ("International MPLS Service"), which shall be known collectively as ("Service") or ("Services"), pursuant to the rates, terms and conditions of the Agreement, this Exhibit IP-INT, Attachment 1, the quote form with pricing for international services ordered under this Exhibit IP-INT ("Quote Form"), and the AUP (defined herein). The Agreement, this Exhibit IP-INT, Attachment 1, the Quote Form and the AUP constitute the entire agreement between Customer and Qwest with respect to Services. If a conflict exists among any of the documents that govern the provision of Services, the following order of precedence will apply in descending order of control: this Exhibit IP-INT; the Agreement; and the Quote Form. Except as specifically set forth in this Exhibit IP-INT, capitalized terms shall have the definitions assigned to them in the Agreement. Local access outside of the contiguous 48 United States ("U.S.") is included as part of Service.

1.2 Service is an Internet Protocol ("IP") solution that is designed for public DIA connectivity and/or Private IP/MPLS connectivity ("IP Services") outside of the contiguous 48 U.S. Service includes ports and features, and the rate of data transmission and features will vary depending upon the specific type of port ("Port") ordered. Service is subject to the Qwest service level agreement ("SLA") set forth in Attachment 1, which provides Customer's sole remedy for any service interruptions or deficiencies. Qwest reserves the right to amend the SLA effective upon notice to Customer. Unless the Parties otherwise agree in writing, Customer has sole responsibility for ordering, securing installation and ensuring proper operation of any and all equipment required to enable Customer to receive the Service.

2. TERMS AND CONDITIONS.

2.1 All use of the Services will comply with the Qwest Acceptable Use Policy ("AUP") posted at <http://www.qwest.com/legal/> ("Website"), and which is incorporated by reference into this Exhibit IP-INT. Qwest may modify the AUP to ensure compliance with applicable laws and regulations and to protect Qwest's network and customers, and such change will be effective upon posting to the Website. Any changes to the AUP will be consistent with the purpose of the AUP to encourage responsible use of Qwest's networks, systems, services, web-sites, and products. Qwest may terminate this Exhibit IP-INT and/or cease or suspend the provision of all or any part of the Service immediately if: (i) Customer or End Users violate the AUP after any written notice of the violation by Qwest; or (ii) Qwest becomes aware of a violation of any applicable law, regulation or activity, including, but not limited to, a violation of the AUP, that exposes Qwest to criminal or civil liability or the Qwest IP network or its users to harm, as determined in Qwest's reasonable discretion. Without limiting the Agreement, Customer shall indemnify, defend, and hold harmless Qwest, its Affiliates, and their respective directors, officers, employees, agents, designees, and assignees from any and all third-party claims, demands, actions, losses, damages, assessments, fines, penalties, charges, liabilities, costs or expenses, including reasonable attorney fees, arising from or related to: (a) use of the Service by Customer or End Users; (b) Customer's failure to comply with the terms of this Exhibit IP-INT; or (c) any violation of any laws or regulations, including Export Controls or the U.S. Foreign Corrupt Practices Act.

2.2 Customer's use of the Service will comply, in all material respects, with all international, federal, state and local laws and regulations relating to its performance under this Exhibit IP-INT. Customer represents and warrants that it is duly incorporated in or otherwise has all necessary permissions and authorizations required to do business in the locations in which it orders Service or otherwise does business. Customer is solely responsible for obtaining all licenses, approvals, and regulatory authority for its performance hereunder and any resale of the Service.

2.3 Customer will comply fully with all export and re-export controls under U.S. Export Administration Regulations and/or relevant regulations of any other applicable jurisdiction (collectively, "Export Controls"). Customer acknowledges that certain equipment, software and technical data, which may be provided hereunder, may be subject to such Export Controls.

2.4 Customer acknowledges and agrees that certain laws of the U.S., including the Foreign Corrupt Practices Act, 15 U.S.C. Sections 78dd-1 et seq., prohibit any person subject to the jurisdiction of the U.S. from making or promising to make any payment of money or anything of value, directly or indirectly, to any government official, political party, or candidate for political office for the purpose of obtaining or retaining business. Customer represents and warrants that in the performance of its obligations hereunder, it has not made, and will not make, any such proscribed payment.

2.5 Customer will provide to Qwest the names of and contact information as required ("Business Contact Information") for its employees ("Business Contacts") who have purchasing, or other responsibilities, relevant to Qwest's delivery of Service under this Agreement. The Business Contact Information shall not include personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union memberships, financial status, health status or sex life. Customer consents to allow Qwest and its affiliates or subcontractors to use and transfer to the United States Business Contact Information for the purpose of: (i) fulfilling its obligations under this Exhibit IP-INT; and (ii) providing information to Customer about Qwest's products and services via these Business Contacts. Customer represents that the Business Contact Information is accurate and that each Business Contact has consented to Qwest's processing of their Business Contact Information for the purposes set forth herein. The Business Contact Information provided by Customer has been collected, processed, and transferred in accordance with applicable laws, including, where applicable, any necessary notification to the relevant data protection authority in the territory in which Customer is established ("Authority"). Customer will notify Qwest promptly of staffing or other changes that affect Qwest's use of Business Contact Information. Qwest will have in place technical and organizational measures that ensure a level of security appropriate to the risk represented by the processing and the nature of the Business Contact Information, and that protects such information against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access. Qwest will use the information only for the express purposes set forth herein. Qwest will identify a contact authorized to respond to inquiries

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WHOLESALE SERVICES AGREEMENT**

concerning processing of Business Contact Information, and will reasonably cooperate in good faith with Customer and the Authority concerning all such inquiries without excessive delays.

3. SERVICE TERM.

3.1 The term of each Port will begin on the date that Qwest first makes the Port available to Customer for use or testing and will continue for a period of twelve (12) consecutive months therefrom, unless a longer term is set forth in the Quote Form ("Minimum Service Term"). Upon the expiration of a Port Term (defined herein) and only if the Agreement is in effect at such time, each Port will automatically renew and remain in effect on a month-to-month basis (each month, a "Renewal Term"), and Customer shall continue to pay for Service at the existing rates, unless either Party provides written notice of termination of the Port to the other Party at least sixty (60) calendar days prior to the end of the Port Term. The Minimum Service Term and any Renewal Term are referred to as the "Port Term."

4. SERVICE RATES.

4.1 All pricing for Services will be quoted on an individual case basis ("ICB") and Customer will pay all applicable Monthly Recurring Charges ("MRCs") and Non-Recurring Charges ("NRCs") for Service in U.S. dollars as set forth in the Quote Forms. Upon Customer request for Service Qwest will provide Customer with a quotation containing MRC and NRC rates and an associated quote identification number. Customer may order Service at the MRC and NRC rates provided in the Quote Form by entering the quote identification number when submitting the Service Order Form via Qwest's RemoteControl® order entry system. The MRC and NRC rates in the Quote forms are only valid for the period of time identified therein. If no specific offering period is stated, the rates in the Quote Forms shall only be valid for a period of forty-five (45) calendar days from the date first communicated to Customer by Qwest. Any special rates or terms for specific Services ordered hereunder shall be considered by Qwest on an individual case basis and, if agreed upon by the Parties, shall be incorporated in Addendum 1 attached hereto.

4.2 In addition to the MRCs and NRCs specified in the Quote Form, Customer shall also be responsible for any and all ancillary charges identified by Qwest that are applicable to each Service order (including, without limitation, Port cancellation charges, termination liability charges, etc.). Such ancillary charges not identified herein shall be applied at Qwest's then-current rates at the time Qwest accepts the associated Service Order Form, change order request or termination request.

4.3 Available Port speeds for Service are noted in the Quote Forms.

4.4 Quality of Service. Template-based Quality of Service ("QoS") traffic prioritization is available to Customer for each International MPLS Service ordered. QoS template is available upon request. QoS does not apply to International DIA Service.

5. SERVICE ORDERING.

5.1 Customer must complete an order request ("Order Form") which Customer shall submit to Qwest via RemoteControl, Qwest's online ordering tool, or such ordering tool as may be specified by Qwest from time to time, in order to obtain Service. Qwest shall provide Service, subject to capacity and availability, only after such Order Form is accepted by Qwest. Customer shall be obligated to pay all applicable charges that are set forth on any Order Form accepted by Qwest. Qwest reserves the right to reject any Order Form in its sole discretion. If, for regulatory or other reasons, Qwest does not provide some portion of the Service itself, Customer hereby authorizes Qwest to act as Customer's agent and sole contact with any third party that Qwest may designate in its sole discretion to provide any portion of the Service directly to Customer. In such an event, Qwest will present to Customer consolidated invoices for all portions of the Service and remit such payments as are appropriate to any other entity providing any portion of the Service.

5.2 Subject to availability, Qwest will, on Customer's behalf as requested in an accepted Order Form, use commercially reasonable efforts to order local access facilities connecting Customer's premises to the points of presence ("POP"); and/or (ii) secure domain names and assign Internet address space for the benefit of Customer during the Port Term (if applicable). The Parties agree that, notwithstanding the right of Customer or its End Users to route these IP addresses, Qwest shall retain ownership of all such addresses, and upon termination of the Agreement, any of Customer's rights and access to such IP addresses shall terminate.

6. SERVICE DELIVERY; ACCEPTANCE.

6.1 Qwest shall notify Customer via email (addressed to the individual listed on the Service Order Form) when the Service is ready for use ("Service Acceptance Notice") and Qwest shall begin billing Customer for Service on the earlier of: (i) the date that Customer places live traffic on the Service; (ii) Customer's written acceptance of the Service to Qwest upon completion of testing; or (iii) five (5) days after Qwest sends the Service Acceptance Notice to Customer, unless Customer notifies Qwest in writing immediately upon completion of testing of Customer's non-acceptance of Service ("Start of Service Date"). Following written notice by Customer prior to the Start of Service Date of Customer's non-acceptance of Service, Qwest shall take such reasonable corrective action as is necessary and shall notify Customer via a new Service Acceptance Notice that the Service is ready for acceptance.

7. SERVICE CANCELLATION.

7.1 Customer may cancel a Service for which a Service Acceptance Notice has not been issued without liability by providing Qwest with written notice of such cancellation in a form reasonably acceptable to Qwest.

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7.2 Customer may cancel a Service for which a Service Acceptance Notice has been issued but prior to the Start of Service Date, on an individual Port basis, by providing Qwest with a written notice of such cancellation in a form reasonably acceptable to Qwest. If Qwest receives such written notice of cancellation from Customer after the Service Acceptance Notice has been issued but prior to the Start of Service Date, or if Qwest terminates a Service for Cause after issuing a Service Acceptance Notice but prior to the Start of Service Date, Customer shall pay Qwest a cancellation charge equal to: (i) the cancellation charge set forth in Table 7.2 below for each cancelled Port; plus (ii) the NRC for each cancelled Port; and (iii) one (1) month's MRC for each cancelled Port, as agreed to in the Quote Form. If written notice of cancellation is received by Qwest at any time after the Start of Service Date, Qwest will charge Customer Termination Liability Charges as referenced in Section 8 below.

TABLE 7.2

Port Cancellation Charge	
Port Speed	Charge Per Cancelled Port
DS-1 (All Speeds)	\$50
DS-3 (All Speeds)	\$100
OCN and Ethernet (If Applicable)	ICB

8. SERVICE TERMINATION.

8.1 For all Services and related ancillary services, Customer shall pay to Qwest all rates, fees and charges which accrue under this Exhibit IP-INT for each Service up through the date of termination.

8.2 Customer may terminate a Service after the Start of Service Date but prior to the end of the Port Term by providing Qwest thirty (30) days prior written notice (in a form reasonably acceptable to Qwest). In the event that Customer does so, or in the event that the Service is terminated by Qwest for Cause after the Start of Service Date, in addition to all MRCs and NRCs accrued for each Service up through the date of termination, Customer shall pay a termination fee equal to: (i) any NRCs for the cancelled Service(s) that were previously waived or not paid (at the NRC rates set forth in Customer's Quote Form); plus (ii) one hundred percent (100%) of all remaining Service MRCs that would have been payable during months 1-12 of the Port Term; plus (iii) fifty percent (50%) of the remaining Service MRCs that would have been payable for months 13 through the end of the originally scheduled Port Term, if applicable.

8.3 The total charge as calculated under Section 8.2 above shall be referred to as the "Termination Liability Charge."

9. MISCELLANEOUS.

9.1 Customer acknowledges and agrees that Service is offered hereunder subject to: (i) any applicable tariffs; (ii) compliance with all applicable laws and regulations; (iii) obtaining any domestic or foreign approvals and authorizations required or advisable; (iv) continued availability of any of the Service in any jurisdiction, country or to any location; and (v) continued availability of access lines in any particular jurisdiction, country or location. Customer acknowledges and agrees that Qwest may elect not to offer the Service in or to any particular jurisdiction, location or country, or may block Service to or from any particular jurisdiction, location or country if Qwest determines, in its sole discretion, that the continuation of such Service is not permitted or advisable.

9.2 If, for regulatory or other reasons, Qwest does not provide some portion of the Service itself, Customer hereby authorizes Qwest to act as Customer's agent and sole contact with any third party as Qwest may designate in its sole discretion to provide any portion of the Service directly to Customer. Qwest Hong Kong Telecommunications, Ltd., Qwest Communications Japan Corporation, and Qwest Singapore Pte Ltd. may provide the Service in Hong Kong, Tokyo, and Singapore, respectively, in addition to any other third party Qwest may designate from time to time. Qwest will present to Customer invoices on behalf of the entity (or entities) providing any portion of the Service and remit such payments as are appropriate to the entity providing any portion of the Service. Customer agrees to direct all inquiries, issues and disputes regarding the Service solely to Qwest.

10. SERVICE LEVEL AGREEMENT ("SLA").

10.1 The SLA for Service is set forth in Attachment 1 to this Exhibit IP-INT.

11. DISCLAIMER OF WARRANTY.

CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICE AND THE INTERNET AND ACCESSES THE SAME AT ITS OWN RISK. QWEST EXERCISES NO CONTROL OVER AND HAS NO RESPONSIBILITY WHATSOEVER FOR THE CONTENT ACCESSIBLE OR ACTIONS TAKEN ON THE INTERNET AND QWEST EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR SUCH CONTENT OR ACTIONS. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, THE SERVICE AND RELATED SOFTWARE PROVIDED BY QWEST, IF ANY, ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY QWEST, ITS AFFILIATES OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE A WARRANTY. CUSTOMER'S REMEDIES FOR ANY AND ALL CLAIMS RELATED TO IP SERVICES SHALL BE LIMITED TO THOSE SET FORTH IN THE

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SERVICE LEVEL AGREEMENT ("SLA"). IN ADDITION, QWEST'S TOTAL AGGREGATE LIABILITY HEREUNDER SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE AVERAGE MONTHLY RECURRING CHARGE PAID TO QWEST BY CUSTOMER FOR THE AFFECTED SERVICE WHICH GIVES RISE TO SUCH LIABILITY. CUSTOMER HEREBY WAIVES ANY CLAIM THAT THESE EXCLUSIONS DEPRIVE IT OF AN ADEQUATE REMEDY OR CAUSE THIS AGREEMENT TO FAIL OF ITS ESSENTIAL PURPOSE.

Except as specifically set forth in the SLA, the foregoing sets forth Customer's exclusive remedy for breach of this Exhibit IP-INT by Qwest. The provisions of this Section allocate the risks between Qwest and Customer and Qwest's pricing reflects the allocation of risk and limitation of liability specified herein.

**ATTACHMENT 1
SERVICE LEVEL AGREEMENT
QWEST EXHIBIT IP-INT**

This Attachment 1 to Exhibit IP-INT sets forth the applicable international service level agreement (SLA), Service goals ("Goals") and regions for Services offered under Exhibit IP-INT. Except as otherwise set forth herein, capitalized terms shall have the definitions assigned to them in the Agreement or Exhibit IP-INT.

1. INTERNATIONAL SERVICE LEVEL AGREEMENT.

1.1 Network and Port-Related Goals for Service. The following Goals apply to Qwest Services offered under Exhibit IP-INT. The Goals associated with Latency, and Packet Delivery are measured using monthly averages from the Qwest IP network and applicable third party networks, and apply in the regions listed below after the Ports have been accepted for use. Individual circuit outages of NXT1/E1 bundles are not subject to the Network Availability or Packet Delivery Goals. "Affected Service" refers to the Port that fails to meet the relevant SLA.

(a) **International Network Availability.** The availability of Service ("Network Availability") is measured by "Network Downtime", which exists when a particular international Service of Customer is unable to transmit and receive data. Network Downtime is measured from the time a trouble ticket is opened by Qwest in the Qwest trouble management system to the time the Affected Service is again able to transmit and receive data. The Network Availability Goal for Service does not include local access.

Region	Goal	Network Downtime = Remedy (Credit is applied to MRC of the Affected Service)*
Canada - Tier 1 Mexico - Tier 2 Europe - Tier 1 Asia - Tier 1 South America - Tier 1 Puerto Rico - Tier 2	99.95%	Each cumulative hour of Network Downtime qualifies Customer for a credit of one day's charges pro-rated from the MRC.
Europe - Tier 2 Asia - Tier 2 South America - Tier 2	99.90%	Each cumulative hour of Network Downtime qualifies Customer for a credit of one day's charges pro-rated from the MRC.
Europe - Tier 3 Asia - Tier 3 South America - Tier 3	99.50%	Each cumulative hour of Network Downtime qualifies Customer for a credit of one day's charges pro-rated from the MRC.

(b) **International Latency.** The average network transit delay ("Latency") will be measured via roundtrip pings on an ongoing basis every five minutes to determine a consistent average monthly performance level for Latency at all the POPs within the region. Latency is calculated as follows:

$$\frac{\sum (\text{Roundtrip Delay for POP-POP trunks})}{\text{Total Number of POP-POP trunks}} = \text{Latency}$$

(c) **International Latency Goals.** The following Latency Goals apply to Service:

Region	Goal	Latency = Remedy (as a % of the MRC for the Affected Service)*		
North America				
Canada	65 ms	Greater than 65 ms = 10%		
Canada to U.S.	90 ms	Greater than 90 ms = 10%		
Mexico	90 ms	Greater than 90 ms = 10%		
Mexico to U.S.	90 ms	Greater than 90 ms = 10%		
Puerto Rico to U.S.	135 ms	Greater than 135 ms = 10%		
Europe				
Europe - Tier 1	60 ms	61 – 70 ms = 10%	71 – 90 ms = 25%	Greater than 90 ms = 50%
Europe - Tier 2	135 ms	Greater than 135 ms = 10%		
Europe - Tier 3	235 ms	Greater than 235 ms = 10%		
South America				
South America	250 ms	Greater than 250 ms = 10%		
South America to U.S.	300 ms	Greater than 300 ms = 10%		
Asia				
Asia - Tier 1	100 ms	101 – 120 ms = 10%	121 – 150 ms = 25%	Greater than 150 ms = 50%
Asia - Tier 2	110 ms	111 – 220 ms = 5%		Greater than 220 ms = 10%
Asia - Tier 3	225 ms	226 – 450 ms = 5%		Greater than 450 ms = 10%
Trans-Pacific	135 ms	135 – 159 ms = 10%	160 – 180 ms = 25%	Greater than 180 ms = 50%
Europe to Asia	285 ms	286 – 305 ms = 10%	306 – 335 ms = 25%	Greater than 335 ms = 50%
Trans-Atlantic	100 ms	Greater than 100 ms = 10%		

*Subject to requirements and limitations of Section 11.1 in Exhibit IP-INT.

(d) **International Packet Delivery Goals.** Packet Delivery will be measured on an ongoing basis every five minutes to determine a consistent average monthly performance level for packets actually delivered between the POPs. The Packet Delivery Goal is applicable to international Internet Ports.

Region	Goal	Actual Packet Delivery = Remedy (as a % of the MRC for the Affected Service)*
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SERVICE LEVEL AGREEMENT
QWEST EXHIBIT IP-INT**

Canada - Tier 1	99.50%	99.01 % - 99.49% = 10%	Less than 99.0% = 25%
Europe - Tier 1 and Tier 2 Asia - Tier 1	99.50%	99.01 % - 99.49% = 10%	Less than 99.0% = 25%
South America - Tier 1 Puerto Rico to U.S. - Tier 2	99.50%	99.01 % - 99.49% = 10%	Less than 99.0% = 25%
Asia - Tier 2 and Tier 3 Europe, Tier 3 South America - Tier 2	99.00%	98.00 % - 98.99% = 10%	Less than 98.0% = 25%

2. **INTERNATIONAL MAINTENANCE.** Qwest will undertake Normal Maintenance in international locations during the hours and upon the prior notice time period stated below. "Local Time" means the local time in the time zone in which an Affected Service is located.

Region	Normal Maintenance Hours	Prior Notice
Canada - Tier 1 Mexico - Tier 2	Sundays between the hours of 12:00 AM and 5:00 AM Pacific Time	10 business days
Europe - Tier 1	Tuesday and Sunday between the hours of 12:00 AM and 6:30 AM Local Time	10 business days
Asia Tier 1	Sunday and Wednesday mornings between the hours of 12:00 AM and 8:00 AM Local Time	5 business days
Asia - Tier 2 and Tier 3 Europe - Tier 2 and Tier 3 South America - Tier 1, Tier 2, and Tier 3	Sunday mornings between the hours of 12:00 AM and 5:00 AM Local Time	5 business days

3. **INTERNATIONAL REGIONS.**

3.1 **Components.**

International Regions	SLA Components:
Canada, Canada to U. S. Mexico, Mexico to U.S. South America Europe Asia Puerto Rico	Relevant Qwest or Global Connect Partner POPs located in any particular Tier 1, Tier 2, or Tier 3 location.
Trans-Atlantic	The third party network and Qwest New York POP.
Trans-Pacific	The third party network and Qwest Sunnyvale, CA POP or Qwest network between Qwest's Tokyo and Burbank, CA POPs.
Asia-Europe	The third party network

*Subject to requirements and limitations of Section 11.1 in Exhibit IP-INT.

3.2 **Regions.**

North America (NOC Support Information: 877-886-6515 or 800-524-5249)

Tier 1	Tier 2
Canada Canada to U.S.	Mexico Puerto Rico

Asia (NOC Support Information: 877-886-6515 or 800-524-5249)

Tier 1	Tier 2	Tier 3
Hong Kong Singapore Tokyo, Japan Sydney, Australia	Indonesia India Malaysia Philippines South Korea Taiwan Thailand	China Melbourne, Australia New Zealand

Europe/Middle East/Africa (NOC Support Information: 877-886-6515 or 800-524-5249)

Tier 1	Tier 2	Tier 3
Austria Belgium Denmark Luxembourg Netherlands Norway	Czech Republic Estonia Greece	Bulgaria Egypt Israel

**ATTACHMENT 1
SERVICE LEVEL AGREEMENT
QWEST EXHIBIT IP-INT**

Finland France Germany Ireland Italy	Portugal Spain Sweden Switzerland United Kingdom	Hungary Russia Slovak Republic South Africa	Poland Romania Turkey
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South America (NOC Support Information: 877-886-6515 or 800-524-5249)

Tier 1	Tier 2	Tier 3
Argentina Brazil Chile	Venezuela Peru	Bolivia Colombia Costa Rica Ecuador Guatemala Panama