

Amendment 11
UT-041379-AF
OM 11-26-08

Qwest.

Spirit of Service

No Action

Qwest Corporation

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

Mark S. Reynolds
Director – Regulatory
Policy and Law

October 16, 2008

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 11 to the Wholesale Services Agreement which was 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

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WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION
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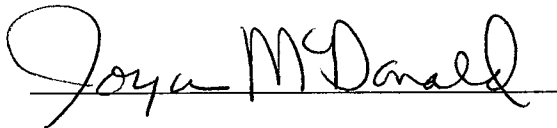
VERIFIED STATEMENT OF AFFILIATED INTEREST TRANSACTION

Qwest Corporation

WAC 480-120-375 states:

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

Joyce L. McDonald, Lead Finance/Business Analyst of Qwest Corporation certifies that the attached Amendment 11 to the Wholesale Services Agreement describes the affiliate arrangement between Qwest Corporation and Qwest Communications Corporation.

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

Joyce L. McDonald

Dated at Seattle this 16th day of October, 2008.

**AMENDMENT NO. 11 TO
WHOLESALE SERVICES AGREEMENT**

THIS AMENDMENT NO. 11 (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. The service descriptions set forth in Exhibit(s) IP and IP-2 attached to this Amendment (the "New Services") shall be added to the Agreement and shall replace and supersede in their entirety certain service descriptions and rates as previously attached to the Agreement (or any amendment, addenda or rate change notification to the Agreement), including without limitation, Exhibits IP (the "Old Services"). The list of Service Exhibits in the "Applicable Services" portion of the Agreement shall be deemed revised by the deletion of the Old Services and 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, provided, however that the rates for any Old Services in place as of the Amendment Effective Date shall continue to apply until the expiration of the applicable service term for such Old Services and until changed pursuant to Customer order.


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: 10/13/08

Offer Management Director: 

Date: 10-10-08

Customer:

Qwest Corporation

By: 

Name: Steven Swain

Title: Vice President - Finance

Date: 10/14/08

**SERVICE EXHIBIT IP
IP SOLUTIONS
WHOLESALE SERVICES AGREEMENT**

1. **SERVICE DESCRIPTION.** Qwest's IP Solutions service ("Service") is a port within a data and Internet Protocol ("IP") solution designed for private communications between Customer's sites or public (dedicated) Internet connectivity. Qwest will provide the Service pursuant to the terms and conditions of the Agreement and this Service Exhibit. The Service consists of ports and imbedded functionality more fully described below; the rate of data transmission and available features will vary depending upon the specific type of port ordered. Except as set forth in this Service Exhibit, capitalized terms shall have the definitions assigned to them in the Agreement. References to "Service" in this Service Exhibit shall mean individual ports ("Ports") provided to Customer by Qwest hereunder.

1.1 **Ports and Functionality.** Ports are available in a variety of speeds, ranging from 128 Kbps to 2.4 Gbps, and in two unique Port types described below. Each of the Port types has different functionality and features. The two Port types are:

(a) **Private Ports.** Private Ports provide wide area network ("WAN") connectivity between Customer locations. As an optional feature, Customer may allocate traffic to point-to-point Layer 2 connections or Layer 3 Multiple Protocol Label Switching ("MPLS") services with template-based Quality of Service ("QoS") traffic prioritization. Private Ports may have traffic allocated to a maximum of five (5) different point-to-point layer 2 connections, or layer 3 MPLS closed user groups ("CUGs"). Qwest may, however, permit more than five different layer 2 connections or Customer CUGs on an individual case basis and only with the prior written consent of Qwest.

(b) **Enhanced Ports.** Enhanced Ports provide all of the functionality of both a Private Port and an Internet port in a consolidated communications solution. Enhanced Ports may have traffic allocated to a maximum of five (5) different point-to-point Layer 2 connections, Layer 3 MPLS CUGs, or an Internet gateway. Qwest may, however, permit more than five different layer 2 connections or Layer 3 MPLS CUGs on an individual case basis and only with the prior written consent of Qwest. Enhanced Ports are not available with Ethernet Local Access ("ELA")

2. **SERVICE TERM.**

2.1 The "Service Term" for each Service/Port shall mean the specified period of time for which a specific Service shall be provided by Qwest for Customer use as specified in the applicable Qwest accepted Service Order Form (described below) plus any month to month extension pursuant to Section 2.2 below. Each Service Term must be equal to or longer than twelve (12) consecutive months ("Minimum Service Term")

2.2 Upon expiration of the stated Service Term, Qwest shall continue to provide and Customer shall continue to pay for the Service on consecutive twelve month terms at the existing Service rates (each, a "Renewal Term"). Any Renewal Term of a Service will continue until the earlier of: (i) termination of the Service by either Party upon written notice not less than thirty (30) days prior to the expiration of the then-current Service Term (or Renewal Term); (ii) expiration or termination of the Agreement in accordance with its terms; or (iii) extension of the Service Term for a specific period of time pursuant to a Qwest-accepted Service Order Form or written amendment.

3. **SERVICE RATES: PAYMENT.**

3.1 All monthly recurring charges ("MRCs") and non-recurring charges ("NRCs") for the Service are set forth in the IP Solutions Rate Exhibit, attached hereto and incorporated by reference. Customer shall pay to Qwest the MRCs and NRCs corresponding to each Port ordered herein. Qwest may, upon thirty (30) days prior written notice, change any or all of the rates and charges set forth in the Rate Exhibit or any exhibits attached or appended hereto.

3.2 In the event a Regulatory Activity materially increases the cost or other terms of delivery of the Service, Qwest and Customer will negotiate in good faith regarding the rates to be charged to Customer to reflect such increase in cost. If the Parties cannot reach agreement regarding new rates within thirty (30) days after Qwest's delivery of written notice of the Regulatory Activity, then (a) Qwest may pass such increased cost through to Customer, and (b) if Qwest elects to pass such increased cost through to Customer, Customer may terminate the affected Service(s) without termination liability (except for third-party charges associated with such termination that are incurred by Qwest or special constructions charges) by delivering written notice of termination no later than thirty (30) days after the effective date of the rate increase.

3.3 Qwest shall invoice Customer all non-usage based MRCs in advance and all NRCs and other charges in arrears. Billing for a Port will begin on the Start of Service Date (as defined below). If the Start of Service Date falls on any day other than the first day of the bill cycle date, the first invoice to Customer shall consist of the pro-rata portion of the applicable MRC covering the period from the Start of Service Date through the last day of the billing cycle.

4. **SERVICE ORDERING.**

4.1 To request Service, Customer will submit to Qwest an order form indicating Customer's network requirements. Customer may request multiple Services or Ports on the same Qwest order form. Upon receipt of this order form Qwest will send customer an order confirmation letter and a representative from Qwest will conduct a detailed interview with Customer to gather additional technical information. After the interview has been completed, Qwest may send Customer an architectural confirmation document ("ACD") if deemed necessary. Upon receipt of an ACD, Customer will then approve or reject the ACD in writing (via email or fax); if approved by Customer, the ACD will automatically become part of the service order form ("Service Order Form").

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4.2 Upon receipt of the Service Order Form (including the Customer approved ACD, if applicable), if Qwest determines in its sole discretion to accept the Service Order Form, Qwest shall notify Customer via email (addressed to the individual listed on the Service Order Form) informing Customer of Qwest's acceptance of the Service Order Form or some portion of the Services/Ports requested in the Service Order Form ("Order Confirmation Notice").

5. SERVICE DELIVERY; ACCEPTANCE.

5.1 Qwest's targeted provisioning intervals are 30 calendar days from the date of Order Confirmation Notice for DS-1 and lesser capacity Services and 45 calendar days from the date of Order Confirmation Notice for DS-3 through OC-12 capacity Services ("Targeted Installation Service Interval"); provided however, Qwest shall not be liable for its failure to install Service by the Targeted Installation Service Interval. The Targeted Installation Service Interval shall not apply to Service Order Forms that contain incomplete or inaccurate information supplied by Customer or Services Order Forms that are modified at Customer's request after Qwest's issuance of an Order Confirmation Letter.

5.2 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 acceptance of the Service; or (iii) five (5) days after Qwest sends the Service Acceptance Notice to Customer, unless Customer notifies Qwest that the Service is not functioning in accordance with the Service Technical Specifications (as defined below) ("Start of Service Date"). Following notice by Customer that the Service is not functioning in accordance with the Service Technical Specifications, Qwest shall take such reasonable action as is necessary to correct any such non-compliance and shall notify Customer that the Service is ready for acceptance.

6. SERVICE CANCELLATION; TERMINATION.

6.1 Customer may cancel a Service Order Form for which an Order Confirmation Notice has not been issued without liability by providing Qwest written notice of such cancellation in a form reasonably acceptable to Qwest.

6.2 Customer may cancel a Service for which an Order Confirmation Notice has been issued but prior to the Start of Service Date by providing Qwest written notice of such cancellation in a form reasonably acceptable to Qwest. If Qwest receives such written notice of cancellation from Customer at least five (5) days prior to the applicable Targeted Installation Service Interval, or if Qwest terminates a Service prior to the Start of Service Date but after issuing an Order Confirmation Notice due to Customer's breach of the Agreement, Customer shall pay Qwest a cancellation charge equal to: (i) the cancellation fee set forth in the IP Solutions Rate Exhibit, plus (ii) the NRC for the cancelled Port; and (iii) one (1) month's MRC for the cancelled Service. If written notice of cancellation is received by Qwest at any time after five days prior to the applicable Targeted Installation Service Interval but prior to the Start of Service Date, Qwest may charge customer an Early Termination Fee as referenced in section 6.3 and 6.4.

6.3 Customer may cancel a Service after the Start of Service Date and prior to the end of the Service Term by providing Qwest thirty (30) days prior written notice (in a form reasonably requested by Qwest). In the event that Customer does so, or in the event that the Service is terminated by Qwest after the Start of Service Date due to Customer's breach of the Agreement, 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 standard NRC rates set forth in Customer's IP Solutions Rate Exhibit), plus (ii) one hundred percent (100%) of all remaining Service MRCs that would have been payable during months 1-12 of the Service Term, plus fifty percent (50%) of the remaining Service MRCs that would have been payable for months 13 through the end of the originally scheduled Service Term, if any ("Early Termination Fee").

6.4 Qwest and Customer agree that Qwest's damages in the event of Service cancellation or termination shall be difficult or impossible to determine. Qwest and Customer, therefore, agree that this Section is intended to establish damages in the event of cancellation or termination, and are not intended as a penalty.

6.5 Customer may cancel a Service without liability if Qwest fails to install a Port within ten (10) days after the applicable Targeted Installation Service Interval by providing Qwest written notice (in a form reasonably requested by Qwest) of its intention to cancel the Service on the ninth (9th) day after the applicable Targeted Installation Service Interval. The Parties hereby agree that this shall not give rise to terminate the Agreement for Cause.

6.6 Customer may cancel a Service for Chronic Outages (as defined below) without liability by providing Qwest written notice (in a form reasonably requested by Qwest) within ten (10) days of the occurrence of the Chronic Outage of its intention to cancel the Service.

7. SERVICE UPGRADES; EXPEDITES; MOVES; CHANGES.

7.1 Customer may request that Qwest increase the Port size (i.e. a DS-1 Port to a DS-3 Port) for an existing Service without incurring Early Termination Fees by simultaneously submitting (i) a Service Order Form for the desired Service (i.e. the "Upgraded Port") and (ii) a disconnect order for the existing Service/Port that is being upgraded. The Upgraded Port shall have a Service Term equal to or greater than the remaining Service Term for the existing Service/Port being upgraded or the Minimum Service Term, whichever is longer. Customer shall be charged the applicable NRC change fee and MRC as set forth in the IP Solutions Rate Exhibit for such upgrade.

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7.2 Customer may request that Qwest expedite the installation of a Service to a date prior than the Targeted Installation Service Interval by indicating such on their Service Order Form and paying Qwest the applicable non-refundable NRC expedite fee set forth in the IP Solutions Rate Exhibit. Qwest does not guaranty that it will have Service installed by Customer's requested expedited installation date.

7.3 Customer may change the information on a Service Order Form for which Qwest has not issued an Order Confirmation Notice at any time. However, if Qwest has issued an Order Confirmation Notice (and not issued a Service Acceptance Notice) for such Service Order Form, Customer may only change the information on the Service Order Form by submitting an updated Service Order Form specifically identifying the requested changes and paying Qwest the applicable NRC change fee set forth in the IP Solutions Rate Exhibit per Service/Port changed.

7.4 Customer may change its network topology by submitting a Service Order Form and paying the applicable NRC change fee per instance as set forth in the IP Solutions Rate Exhibit per Service/Port changed.

7.5 Customer may request that Qwest increase the Port speed for an existing Service (i.e. a DS-3 Port with a Port Speed of 20 Mbps is increased to 30 Mbps) without incurring Early Termination Fees by submitting a Service Order Form for the desired port speed. The Service Term for the new, increased Port speed Service will be equal to or greater than the remaining Service Term for the existing Service being increased or the Minimum Service Term, whichever is longer. Additionally, Customer shall be charged the applicable NRC change fee and MRC as set forth in the IP Solutions Rate Exhibit.

8. LOCAL ACCESS.

8.1 In the event Customer is requesting Qwest Provided Local Access (as defined in Service Exhibit T) in conjunction with a Service then the Start of Service Date shall not commence until Qwest has provided the Service and the Qwest Provided Local Access.

8.2 In the event Customer is requesting Qwest Provided Local Access in conjunction with a Service and Qwest fails to install the Service and the Qwest Provided Local Access within ten (10) days after the applicable Targeted Installation Service Interval then Customer may cancel the Service and the Qwest Provided Local Access without liability by providing Qwest written notice of its intention to cancel the Service and the Qwest Provided Local Access on the ninth (9th) day after the applicable Installation Service Interval if the Service and Qwest Provided Local Access are not installed the following day.

8.3 In the event Customer utilizes Customer Provided Local Access (as defined in Service Exhibit T) the Service shall commence on the Start of Service Date (as set forth in Section 5.2 above); regardless of whether or not the Customer Provided Local Access is functioning and the Port is being used by Customer.

9.0 SERVICE MAINTENANCE.

9.1 Qwest will endeavor to perform all non-emergency Normal Maintenance (defined below) during pre-established maintenance hours (windows). "Normal Maintenance" refers to: (i) upgrades of hardware or software; (ii) upgrades to increase capacity; or (iii) other pre-scheduled network activity that may degrade the quality of the Services or cause Service interruptions. Qwest will use reasonable efforts to perform all Normal Maintenance on Sundays, Tuesdays and/or Thursdays between the hours of 12:00 midnight and 6:00 AM Local Time. "Local Time" refers to the time of day in the time zone in which an affected Service is located; provided, however, that if affected Services are located in multiple time zones, Local Time shall refer to Eastern Time. Qwest may change the designated maintenance windows upon notice (via email or fax).

9.2 "Urgent Maintenance" shall refer to efforts to correct Qwest Domestic Network conditions which require immediate correction. Urgent Maintenance, while being conducted, may degrade the quality of Services and may result in total disruption of Service. Qwest may undertake Urgent Maintenance at any time that it deems necessary in its sole discretion. Qwest shall endeavor to provide Customer notice of Urgent Maintenance as soon as is reasonably practicable under the circumstances.

10. **OBLIGATIONS OF CUSTOMER.** Customer shall perform those duties outlined herein and in the Agreement.

11. MISCELLANEOUS.

11.1 Customer represents and warrants that at least ten percent (10%) of the traffic on each Service will be interstate in nature.

11.2 All use of the Service, the Internet and the Qwest IP Network shall comply with the Qwest Acceptable Use Policy ("AUP") posted at <http://www.qwest.com/legal> ("Website"), and which is incorporated herein. Qwest may amend the AUP upon (a) posting to the Website or (b) other notice to Customer. Qwest may terminate the access to the Internet or cease or suspend the provision of all or any part of the Service immediately if: (i) Customer violates the AUP; or (ii) any customer or end user of Customer violates the AUP; or (iii) 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 (y) Qwest to criminal or civil liability or (z) 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 subsidiaries, affiliates, designees and assignees from any and all third-party claims, demands, actions, losses, damages, assessments, fines, penalties, charges, liabilities, costs or expenses,

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including reasonable attorney fees, arising from or related to (a) use of the Service by Customer or its customers; or (b) Customer's failure to comply with the terms of this Service Exhibit.

11.3 Qwest will use its commercially reasonable efforts to secure domain names and assign IP address space for the benefit of Customer during the Service Term. Neither Customer nor its end users will own these IP addresses. Qwest owns all such IP addresses and, upon termination of Service, Customer's access to the IP addresses will cease.

11.4 The QoS template offerings are available upon request.

12. **SERVICE LEVEL AGREEMENT (SLA)**. The SLA for IP-MPLS shall be set forth in Attachment 1 to this Service Exhibit.

**EXHIBIT IP-2
IP SOLUTIONS RATE EXHIBIT
WHOLESALE/ENHANCED SERVICES AGREEMENT**

INSTALLATION CHARGE (NRC)		CANCELLATION CHARGE (NRC)	
Port Speed	NRC	Port Speed	NRC
DS-1 (All Speeds)	\$50	DS-1 (All Speeds)	\$50
DS-3 (All Speeds)	\$100	DS-3 (All Speeds)	\$100
OC-3 (All Speeds)	\$200	OC-3 (All Speeds)	\$200
10 Mbps Ethernet (All Speeds)	\$50	10 Mbps Ethernet (All Speeds)	\$50
100 Mbps Fast Ethernet (All Speeds)	\$100	100 Mbps Fast Ethernet (All Speeds)	\$100
1,000 Mbps Gigabit Ethernet (All Speeds)	\$200	1,000 Mbps Gigabit Ethernet (All Speeds)	\$200

EXPEDITE CHARGE (NRC)	
Port Speed	NRC
DS-1 (All Speeds)	\$100
DS-3 (All Speeds)	\$150
OC-3 (All Speeds)	\$200
10 Mbps Ethernet (All Speeds)	\$100
100 Mbps Fast Ethernet (All Speeds)	\$150
1,000 Mbps Gigabit Ethernet (All Speeds)	\$200

CHANGE CHARGE (NRC)	
Port Speed	NRC
DS-1 (All Speeds)	\$50
DS-3 (All Speeds)	\$100
OC-3 (All Speeds)	\$200
10 Mbps Ethernet (All Speeds)	\$50
100 Mbps Fast Ethernet (All Speeds)	\$100
1,000 Mbps Gigabit Ethernet (All Speeds)	\$200

Flat Rate Port Charges

FLAT PORT (MRC)			
Port Speed		Private Port	Enhanced Port
DS-1 (1.544Mbps)		\$355	\$390
NxDS-1 (3 Mbps)		\$705	\$775
NxDS-1 (4.5 Mbps)		\$1,055	\$1,160
NxDS-1 (6 Mbps)		\$1,400	\$1,540
NxDS-1 (7.5 Mbps)		\$1,750	\$1,925
NxDS-1 (9 Mbps)		\$2,090	\$2,300
NxDS-1 (10.5 Mbps)		\$2,430	\$2,675
NxDS-1 (12 Mbps)		\$2,770	\$3,045
DS-3 (45 Mbps)		\$3,300	\$3,630
OC-3 (155 Mbps)		\$7,286	\$8,005
OC-12 (622 Mbps)		ICB	ICB
OC-48 (2,488 Mbps)		ICB	ICB
Ethernet (10Mbps)		\$972	N/A
Fast Ethernet (100 Mbps)		\$4,954	N/A
Gigabit Ethernet (1000Mbps)		\$33,246	N/A

Tiered port Charges:

TIERED PORT DS-1 (MRC)			
Usage Tiers		Private Port	Enhanced Port
DS-1 - 0.128 Mbps		\$273	\$300
DS-1 - 0.192 Mbps		\$302	\$332
DS-1 - 0.256 Mbps		\$320	\$351
DS-1 - 0.384 Mbps		\$337	\$371
DS-1 - 0.512 Mbps		\$337	\$371
DS-1 - 0.768 Mbps		\$351	\$386
DS-1 - 1.024 Mbps		\$353	\$388
DS-1 - 1.544 Mbps		\$355	\$391

TIERED PORT DS-3 (MRC)			
Usage Tiers		Private Port	Enhanced Port
DS-3 - 3 Mbps		\$516	\$567
DS-3 - 6 Mbps		\$936	\$1,030
DS-3 - 9 Mbps		\$1,289	\$1,418
DS-3 - 12 Mbps		\$1,607	\$1,767
DS-3 - 15 Mbps		\$1,865	\$2,051
DS-3 - 18 Mbps		\$2,087	\$2,296
DS-3 - 21 Mbps		\$2,304	\$2,534
DS-3 - 24 Mbps		\$2,477	\$2,725
DS-3 - 27 Mbps		\$2,630	\$2,893
DS-3 - 30 Mbps		\$2,768	\$3,045
DS-3 - 33 Mbps		\$2,912	\$3,203
DS-3 - 36 Mbps		\$3,024	\$3,326
DS-3 - 39 Mbps		\$3,125	\$3,437
DS-3 - 42 Mbps		\$3,236	\$3,560

**EXHIBIT IP-2
IP SOLUTIONS RATE EXHIBIT
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TIERED PORT OC-3 (MRC)		
Usage Tiers	Private Port	Enhanced Port
OC-3 - 35 Mbps	\$2,325	\$2,554
OC-3 - 45 Mbps	\$2,888	\$3,173
OC-3 - 55 Mbps	\$3,394	\$3,729
OC-3 - 65 Mbps	\$3,883	\$4,266
OC-3 - 75 Mbps	\$4,321	\$4,747
OC-3 - 85 Mbps	\$4,750	\$5,218
OC-3 - 95 Mbps	\$5,131	\$5,637
OC-3 - 105 Mbps	\$5,512	\$6,055
OC-3 - 115 Mbps	\$5,874	\$6,453
OC-3 - 125 Mbps	\$6,187	\$6,797
OC-3 - 135 Mbps	\$6,511	\$7,152
OC-3 - 145 Mbps	\$6,789	\$7,458

TIERED PORT 10 Mbps ETHERNET (MRC)		
Usage Tiers	Private Port	Enhanced Port
Ethernet - 2 Mbps	\$583	N/A
Ethernet -4 Mbps	\$818	N/A
Ethernet -6 Mbps	\$946	N/A
Ethernet -8 Mbps	\$1,026	N/A

TIERED PORT 100 Mbps FAST ETHERNET (MRC)		
Usage Tiers	Private Port	Enhanced Port
Fast Ethernet- 10 Mbps	\$1,113	N/A
Fast Ethernet- 15 Mbps	\$1,579	N/A
Fast Ethernet- 20 Mbps	\$1,998	N/A
Fast Ethernet- 30 Mbps	\$2,720	N/A
Fast Ethernet- 40 Mbps	\$3,320	N/A
Fast Ethernet- 50 Mbps	\$3,826	N/A
Fast Ethernet- 60 Mbps	\$4,259	N/A
Fast Ethernet- 70 Mbps	\$4,634	N/A
Fast Ethernet- 80 Mbps	\$4,961	N/A
Fast Ethernet- 90 Mbps	\$5,249	N/A

TIERED PORT 1000 Mbps GIGABIT ETHERNET (MRC)		
Usage Tiers	Private Port	Enhanced Port
Gigabit Ethernet - 100 Mbps	\$7,463	N/A
Gigabit Ethernet - 200 Mbps	\$13,407	N/A
Gigabit Ethernet - 300 Mbps	\$18,252	N/A
Gigabit Ethernet - 400 Mbps	\$22,277	N/A
Gigabit Ethernet - 500 Mbps	\$25,674	N/A
Gigabit Ethernet - 600 Mbps	\$28,580	N/A
Gigabit Ethernet - 700 Mbps	\$31,092	N/A
Gigabit Ethernet - 800 Mbps	\$33,288	N/A
Gigabit Ethernet - 900 Mbps	\$35,223	N/A

Burstable Based Port Charges:

BURSTABLE PORT DS-3 (MRC)		
Usage Tiers	Private Port Per Mbps	Enhanced Port Per Mbps
3.000 Mbps	\$192	N/A

**EXHIBIT IP-2
IP SOLUTIONS RATE EXHIBIT
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3.001 - 6.000 Mbps	\$173	N/A
6.001 - 9.000 Mbps	\$157	N/A
9.001- 12.000 Mbps	\$144	N/A
12.001 - 15.000 Mbps	\$134	N/A
15.001 - 18.000 Mbps	\$126	N/A
18.001 - 21.000 Mbps	\$118	N/A
21.001 - 45.000 Mbps	\$111	N/A

BURSTABLE PORT OC-3 (MRC)*		
Usage Tiers	Private Port Per Mbps	Enhanced Port Per Mbps
35.000 Mbps	\$75	N/A
35.001 - 45.000 Mbps	\$68	N/A
45.001 - 55.000 Mbps	\$64	N/A
55.001 - 65.000 Mbps	\$63	N/A
65.001 - 75.000 Mbps	\$61	N/A
75.001 - 85.000 Mbps	\$58	N/A
85.001 - 155.000 Mbps	\$56	N/A

BURSTABLE PORT 10 Mbps ETHERNET (MRC)*		
Usage Tiers	Private Port Per Mbps	Enhanced Port
2.000 Mbps	\$369	N/A
2.001 - 3.000 Mbps	\$291	N/A
3.001 - 4.000 Mbps	\$241	N/A
4.001 - 5.000 Mbps	\$205	N/A
5.001 - 6.000 Mbps	\$178	N/A
6.001 - 7.000 Mbps	\$158	N/A
7.000 - 10.000 Mbps	\$142	N/A

BURSTABLE PORT 100 Mbps FAST ETHERNET (MRC)*		
Usage Tiers	Private Port Per Mbps	Enhanced Port
10.000 Mbps	\$124	N/A
10.001 - 20.000 Mbps	\$112	N/A
20.001 - 30.000 Mbps	\$100	N/A
30.001 - 40.000 Mbps	\$91	N/A
40.001 - 50.000 Mbps	\$83	N/A
50.001 - 60.000 Mbps	\$77	N/A
60.001 - 70.000 Mbps	\$72	N/A
70.001 - 80.000 Mbps	\$67	N/A
80.001 - 90.000 Mbps	\$62	N/A
90.001-100.000 Mbps	\$59	N/A

BURSTABLE PORT 1,000 Mbps GIGABIT ETHERNET (MRC)*		
Usage Tiers	Private Port Per Mbps	Enhanced Port
100.000 Mbps	\$83	N/A
100.001 - 150.000 Mbps	\$75	N/A
150.001 - 200.000 Mbps	\$71	N/A
200.001 - 250.000 Mbps	\$67	N/A
250.001 - 300.000 Mbps	\$64	N/A
300.001 - 350.000 Mbps	\$61	N/A
350.001 - 400.000 Mbps	\$59	N/A
400.001 - 500.000 Mbps	\$56	N/A
500.001 - 600.000 Mbps	\$52	N/A
600.001 - 700.000 Mbps	\$48	N/A
700.001 - 800.000 Mbps	\$45	N/A
800.001 - 900.000 Mbps	\$42	N/A
900.001 - 1000.000 Mbps	\$40	N/A

*Please see Burstable Port Minimum Usage table below

BURSTABLE PORT MINIMUM USAGE	
Port Speed	Bandwidth Minimum
DS-3	3 Mbps
OC-3	35 Mbps
10 Mbps Ethernet	2 Mbps

100 Mbps Fast Ethernet	10 Mbps
1,000 Mbps Gigabit Ethernet	100 Mbps

EXHIBIT IP-2
IP SOLUTIONS RATE EXHIBIT
WHOLESALE/ENHANCED SERVICES AGREEMENT

QoS (MRC)	
Port Speed	MRC
All Port Speeds	Waived

**QWEST IP SOLUTIONS
SERVICE LEVEL AGREEMENT
Attachment 1**

This Qwest Communications Corporation ("Qwest") Service Level Agreement ("SLA") applies to Qwest's Wholesale IP Solutions service ("Service") and is effective as of the first day of the second month after initial installation of Service. The provisions of this SLA state Customer's sole and exclusive remedies for Service interruptions or Service deficiencies of any kind whatsoever.

1. Network and Port Components.

1.1 Components. This SLA applies only to Qwest's Wholesale IP Solutions Service (and the underlying network components of the Qwest IP, ATM and Frame networks used solely for the purpose of providing the Service) and does not modify or affect any other SLAs provided by Qwest (if any) for telecommunications or information services purchased by Customer pursuant to other service exhibits or agreements. The Qwest IP, ATM, and Frame Relay networks include routers, switches, fiber and any other facilities that are owned by Qwest or other providers specifically designated by Qwest for international IP service ("Global Connect Partners"). As defined in this SLA, a "POP" means a Qwest TeraPOP location that represents the provider edge of the Qwest IP, ATM or Frame Relay network.

1.2 SLA Regions. The SLA components by region are as follows:

Service Level Agreement Regions	SLA Components are:
Intra U.S.	The continental U.S. Qwest IP network.
Intra U.S. Off Net	The IP networks of other Internet backbone providers (peers) with which Qwest exchanges IP traffic.

2. Network and Port-Related Goals.

The following service level goals ("Goals") apply to Private Ports and Enhanced Ports purchased from Qwest pursuant to the Wholesale IP Solutions service exhibit. The Goals associated with Latency, Packet Delivery, Jitter, and D/DoS are measured using monthly averages from the Qwest IP network and apply in the listed regions after the Service has been accepted for use. Individual circuit outages of MLPPP (NxDS1) bundles are not subject to the Network Availability or Reporting Goals.

- (a) **Network Availability.** The availability of the Service ("Network Availability") is measured by "Network Downtime", which exists when Customer's Service 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. Network Availability is only applicable for ports with Frame Relay dedicated access or ATM dedicated access if Customer provides ready access to associated routers for monitoring purposes.

REGION	GOAL	AVAILABILITY / REMEDY
		Network Downtime = Remedy (Credit is applied to MRC of the Affected Service)*
Intra U.S.	100%	Each cumulative hour of Network Downtime qualifies Customer for 1 day's charges pro-rated from the applicable MRC

- (b) **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:

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

Region	Goal	Latency = Remedy (as a % of the MRC for the Affected Service)*		
North America				
Intra U.S.	42 ms	43 - 60 ms = 10%	61 - 80 ms = 25%	Greater than 80 ms = 50%
Intra U.S. Off Net	95 ms	96 - 105 ms = 10%	106 - 115 ms = 25%	Greater than 115 ms = 50%

- (c) **Packet Delivery.** 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.

Region	Goal	Actual Packet Delivery = Remedy (as a % of the MRC for the Affected Service)*		
Intra U.S.	99.90%	99.01% - 99.89% = 10%	90% - 99% = 25%	Less than 90% = 50%

- (d) **Jitter.** Jitter is a measurement of the interpacket delay variance and packet loss in the Qwest IP network, which is measured by generating synthetic user datagram protocol (UDP) traffic.

Region	Goal	Jitter = Remedy (as a % of the MRC for the Affected Service)*		
Intra U.S.	2 ms	2.1 - 3 ms = 10%	3.1 - 4 ms = 25%	Greater than 4 ms = 50%

- (e) **Reporting.** The Reporting Goal is measured from the time a Network Downtime trouble ticket is opened to the time Qwest reports the Network Downtime to Customer by the agreed upon notification method.

Region	Goal	Remedy (Credit is applied to MRC of the Affected Service)*
Intra U.S.	10 minutes	Each failure to meet the Goal qualifies Customer for a credit of one day's charges for the Service pro-rated from the MRC, at a maximum of one such credit accrued per day.

*subject to the requirements and limitations in Section 4

**QWEST IP SOLUTIONS
SERVICE LEVEL AGREEMENT
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(f) Qwest Provided Local Access Installation. The Installation Goal measures the installation times for Qwest Provided Local Access ordered in conjunction with Qwest IP Solutions Service only. Installation is measured from the date Qwest Engineering accepts the Qwest Provided Access order.

Region	Goal	Remedy (Credit is applied to MRC of the Affected Service)*
Intra U.S.	DS-1 22 business days	Each failure to meet the Goal qualifies Customer for a credit of one day's charges pro-rated from the MRC for each day beyond the applicable Goal until the Qwest Provided Access is installed, for a maximum of 15 days' charges.
	DS-3 OC-3 OC-12 33 business days	

(g) Denial of Service. Once a suspected Distributed Denial of Service ("D/DoS") attack is determined to be valid, the D/DoS Goal is measured from the time Qwest receives permission and all necessary information from Customer to implement a null-route and the actual placement of a null-route on the affected destination IP address. The D/DoS Goal is only applicable to the Internet Port portion of Enhanced Ports.

Region	Goal	Remedy (Credit is applied to MRC of the Affected Service)*
Intra U.S.	15 minutes	Failure to address a D/DoS attack within the Goal qualifies Customer for one day's charges pro-rated from the MRC of the Affected Port, at a maximum of one such credit accrued per day.

(h) Administrative. Non-urgent administrative requests for security policy changes to existing Quality of Service ("QoS") policies will be processed from the time the requests are made. Customer may make an administrative request by issuing a trouble ticket within Qwest Control or by calling Qwest Tier II Customer Care.

Region	Goal	Remedy (as a % of the MRC for the Affected Service)*
Intra U.S.	48 hours, excluding weekends and holidays	Each failure to process an administrative request within the Goal qualifies Customer for a credit of 10% of MRC of the Affected Service.

3. Maintenance.

3.1 Network Normal Maintenance. "Normal Maintenance" means scheduled maintenance, including but not limited to upgrades of hardware or software or upgrades to increase capacity. Normal Maintenance may temporarily degrade the quality of the Service, including possible Network Downtime. "Local Time" means the local time in the time zone in which an Affected Service is located. Qwest may change the maintenance window times upon posting to the website or other notice to Customer. Qwest will endeavor to undertake Normal Maintenance during the hours and upon the prior notice time period stated below.

Region	Normal Maintenance Hours	Prior Notice
Intra U.S.	Sunday, Tuesday, and Thursday mornings between the hours of 12:00 AM and 6:00 AM Local Time	10 business days

3.2 Network Urgent Maintenance. "Urgent Maintenance" means efforts to correct network conditions that are likely to cause a material Service outage and that require immediate action. Urgent Maintenance may degrade the quality of the Services, including possible Network Downtime. Such effects related to Urgent Maintenance will entitle Customer to service credits as set forth in this SLA. Qwest may undertake Urgent Maintenance at any time deemed necessary and will provide notice of Urgent Maintenance to Customer as soon as is commercially practicable under the circumstances.

4. General.

4.1 Remedies. To be eligible for service credits under this SLA, Customer must be in good standing with Qwest and current in its obligations. To receive service credits, Customer must contact the Customer Service Center and submit the relevant trouble ticket information within five business days following the end of the month in which the relevant Goal was not met. Qwest will determine the credits provided to Customer by applying the applicable remedies set forth in this SLA. A credit will be applied only to the month in which the event giving rise to the credit occurred. The credits will apply to the MRCs of the Affected Service after application of all discounts and do not apply to MRCs of other services, including but not limited to Frame Relay service, ATM service or Qwest Provided Access. The maximum service credits issued in any one calendar month will not exceed: (a) seven days' charges pro-rated from the MRC of the Affected Service with respect to Network Availability, Reporting, Qwest Provided Local Access Installation, and D/DoS; or (b) 50% of the MRCs of the Affected Service with respect to the other Goals. "Affected Service" means the Service that fails to meet the applicable Goal. In no event will the total credit, in the aggregate for all credits issued in one month exceed the equivalent of 50% of the relevant MRCs for the Affected Service. Cumulative credits in any one month must exceed \$25.00 to be processed. If Customer fails to notify Qwest in the manner set forth above with respect to the applicable SLA credits, Customer will have waived its right to such SLA credits for that month.

4.2 Service Credit Exceptions. Service credits will not be issued where the SLA is not met as a result of: (a) the acts or omissions of Customer, its employees, contractors or agents or its end users; (b) the failure or malfunction of equipment, applications or systems not owned or controlled by Qwest or its Global Connect Partners; (c) Force Majeure Events, as defined in customer's service agreement; (d) 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) Qwest's lack of access to the Customer premises where reasonably required to restore the Service.

4.3 Customer Termination Rights. Customer may terminate the Affected Service in the Intra U.S. region without early termination charges if, in any single calendar month: (a) Network Downtime exists for at least 24 hours in the aggregate; or (b) any single event entitling Customer to credits under Network Availability exists for the affected Service for a period of at least eight consecutive hours. Customer may only terminate the Affected Service by providing written notice to the Customer Service Center within five business days following the end of the relevant calendar month and a courtesy copy to the attention of Qwest's General Counsel. Such termination will be effective 45 days after receipt of written notice *subject to the requirements and limitations in Section 4

**QWEST IP SOLUTIONS
SERVICE LEVEL AGREEMENT**

Attachment 1

by Qwest. Customer may terminate the Affected Service in all other regions without early termination charges if Qwest is unable to restore the Service to meet the Goals herein during a 60 day cure period. Such cure period will commence at the end of the calendar month in which the trouble ticket is opened. Termination of the Affected Service will be effective as of cessation of use of such service by Customer and receipt by Qwest of written notice of termination from Customer. If Customer fails to notify Qwest in the manner set forth above with respect to the applicable termination right, Customer will have waived its right to such termination right.

*subject to the requirements and limitations in Section 4

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