

UT-050304 (AF)  
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Qwest.



Spirit of Service

**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

October 3, 2006

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 480-120-375, Qwest Corporation is filing notification of the enclosed affiliated interest agreement between Qwest Corporation ("QC") and Qwest Communications Corporation ("QCC"). This is Amendment 4 to the Qwest Total Advantage Agreement. The original Qwest Total Advantage Agreement was filed on March 1, 2005 under Docket No. UT-050304.

Please call Gayle Williams on 206-345-3308 if you have any questions or require any additional information.

Very truly yours,

A handwritten signature in cursive script that reads "Gayle Williams".

for Mark Reynolds

Enclosure

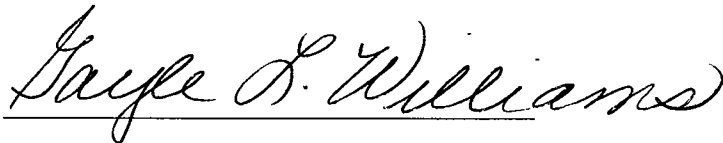
## VERIFIED STATEMENT OF AFFILIATED INTEREST TRANSACTION

Qwest Corporation

WAC 480-120-375 states:

Prior to the effective date of any contract or arrangement described in RCW 80.16.020, each telecommunications company subject to the provisions of chapter 80.16 RCW must file a verified copy or a verified summary, if unwritten, of contracts or arrangements, except for transactions provided at tariff rates, with any affiliated interest. Prior to the effective date of any modification or amendment, the company must file verified copies of the modifications or amendments to the contracts or arrangements. If the contract or arrangement is unwritten, the company must file a verified summary of any modification or amendment. The commission may institute an investigation and disapprove the contract or arrangement if the commission finds the company has failed to prove that it is reasonable and consistent with the public interest.

Gayle L. Williams, Senior Finance/Business Analyst of Qwest Corporation certifies that the attached Qwest Total Advantage Agreement-Amendment 4 describes the affiliate arrangement between Qwest Corporation and Qwest Communications Corporation.

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

Gayle L. Williams

Dated at Seattle this 3<sup>rd</sup> day of October, 2006

**AMENDMENT TO  
QWEST TOTAL ADVANTAGE® AGREEMENT  
Annual Assessment**

THIS AMENDMENT NO. No. Four (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.

CUSTOMER: QWEST CORPORATION

QWEST COMMUNICATIONS CORPORATION

By: *John Stewart*  
Name: *John Stewart*  
Title: *VP-Finance*  
Date: *9/28/06*

By: *Tom R. Schmuke*  
Name: *Tom R. SCHMUKE*  
Title: *VP - Pricing + Oper. Management*  
Date: *9/27/06*

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.

**No Changes.** Customer's existing Initial Term, existing Revenue Commitment, and existing QTA Discount as set forth in the Agreement will remain in effect.

**New Initial Term.** The parties agree to start a new Initial Term that begins on the Amendment Effective Date. Customer's existing Revenue Commitment; new Revenue Commitment Term (if such phrase is used in the Agreement) or new Term (if the phrase "Revenue Commitment Term" is not used in the Agreement); and new QTA Discount are : not applicable.

**Extension of the Initial Term.** The parties agree to extend the existing Initial Term, which will retain the Agreement's existing Effective Date. Customer's existing Revenue Commitment; new Revenue Commitment Term (if such phrase is used in the Agreement) or new Term (if the phrase "Revenue Commitment Term" is not used in the Agreement); and new QTA Discount are not applicable.

**New Revenue Commitment.** Customer's new Revenue Commitment; existing Revenue Commitment Term (if such phrase is used in the Agreement) or existing Term (if the phrase "Revenue Commitment Term" is not used in the Agreement); and new QTA Discount are not applicable.

**New Revenue Commitment and New Initial Term.** The parties agree to increase the Revenue Commitment and start a new Initial Term that begins on the Amendment Effective Date. Customer's new Revenue Commitment; new Revenue Commitment Term (if such phrase is used in the Agreement) or new Term (if the phrase "Revenue Commitment Term" is not used in the Agreement); and new QTA Discount are not applicable.

**Extension of Initial Term and New Revenue Commitment.** The parties agree to extend the existing Initial Term, which will retain the Agreement's existing Effective Date, and increase the Revenue Commitment. Customer's new Revenue Commitment; new Revenue Commitment Term (if such phrase is used in the Agreement) or new Term (if the phrase "Revenue Commitment Term" is not used in the Agreement); and new QTA Discount are not applicable.

Any new Revenue Commitment, new QTA Discount or new Qwest Total Advantage rates applicable to Customer's existing Services will become effective at Qwest's earliest opportunity, but in no event later than the second full billing cycle following the Amendment Effective Date. When the Agreement renews or restarts, Qwest will apply: (a) for Dynamic Rates, the then-current rates unless Customer received a promotional net rate; or (b) for Static Rates, the rates that are in effect at the time the service is ordered. After the conclusion of each Service's minimum service period, Qwest reserves the right to modify Static Rates and promotional discounts off Dynamic Rates upon not less than 30 days prior written notice to Customer; provided that Qwest may reduce the foregoing notice period or modify rates or discounts prior to the conclusion of the minimum service period, as necessary, 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. The new QTA Discount in this Section 1 is otherwise in lieu of, and supersedes and replaces in its entirety, the QTA Discount that Customer previously received under the Agreement.

**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.

**New Service Exhibit(s) is/are being added.** Customer requests the following new Services: **Intelligent Pre-Route Service**

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Customer requests through this Amendment to add new Service(s) and corresponding new Service Exhibit(s) to the Agreement. The Services set forth in the Service Exhibit(s) attached to this Amendment will be added to, and constitute a part of, the Agreement and the existing Services. When Customer adds new Service, the following rates will apply: (a) if Service is subject to a promotion, the promotional rate; (b) if rates are Dynamic Rates, (i) the rates in effect at the time the Agreement was signed if the original Agreement Effective Date still applies, (ii) the rates in effect at the time of the Amendment Effective Date if a new Initial Term is selected, or (iii) the rates in effect at the time the Agreement renewed; and (c) if the rates are Static Rates, the then-current rates. The definition of Services in the Agreement will include the Services in the Service Exhibits attached to this Amendment.

**3. Modifications.** The Agreement is amended as follows:

**3.1 General**

(a) The definition of "Contributory Charges" is amended to include QCC Qwest Choice™ Unlimited, and "Qwest Wireless Contributory Service", which is business wireless phone service provided by Qwest Wireless, L.L.C.

(b) If Qwest Interprise America, Inc.'s ("QIA") Select Advantage™ Terms are added via this Amendment, the QCC signature on this Amendment means that QCC is acting as QIA's agent for those terms.

(c) Qwest will provide Service if: (i) there is a valid, accurate, and complete Order Form submitted by Customer; (ii) adequate capacity is available; and (iii) Qwest accepts the Order Form.

(d) Qwest reserves the right to change material features or functions of Service upon not less than 30 days prior written notice; provided that Qwest may reduce the foregoing notice period, as necessary, if such modification is based upon Regulatory Activity.

(e) The Definitions Section is amended to include Dynamic Rates and Static Rates; "Dynamic Rates" means rates based upon Qwest database entries which may change as described in this Agreement. "Static Rates" means rates that are in effect at the time service is ordered and which may change as described in this Agreement.

**3. 2. CPNI** The following CPNI Section is added to the Agreement.

(a) "CPNI" means Customer Proprietary Network Information, which includes confidential account, usage, and billing-related information about the quantity, technical configuration, type, destination, location, and amount of use of a customer's telecommunications services. CPNI reflects the telecommunications products, services, and features that a customer subscribes to and the usage of such services, including call detail information appearing in a bill. CPNI does not include a customer's name, address, or telephone number.

(b) Telecommunications companies are required by law to treat Customer Proprietary Network Information (CPNI) confidentially. Customer agrees that Qwest may share CPNI within its business operations (such as its wireless, local, long distance, and broadband services divisions), as well as with businesses acting on Qwest's behalf, to determine whether Customer could benefit from the wide variety of Qwest products and services, and in its marketing and sales activities. Customer may withdraw its authorization at any time by informing Qwest in writing. Customer's decision regarding Qwest's use of CPNI will not affect the quality of service Qwest provides Customer.

**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. 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 TOTAL ADVANTAGE® AGREEMENT  
INTELLIGENT PRE-ROUTE SERVICE EXHIBIT**

**1. General; Definitions.** 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. Qwest will provide Intelligent Pre-Route or IPR™ ("IPR" or "Service") under the terms of the Agreement and this Service Exhibit.

"Customer Content" means 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.

"Customer Content License" means 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.

"Export Laws" means all relevant export laws and regulations of the United States.

"ICM" means Cisco Intelligent Contact Management.

"IP" means Internet Protocol.

"Katz Patents" means any patent or patent application owned or controlled by Ronald A. Katz, Ronald A. Katz Technology Licensing L.P. and/or A2D, L.P.

"Minimum Service Term" means the number of months initially in the Term of the Agreement used to determine the Service unit MRCs.

"Newly-Developed Materials" means 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, 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.

"Pre-Existing Qwest Materials" means 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 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.

"Pricing Attachment" means a document containing rates specific to the Service and is incorporated by reference and made a part of this Service Exhibit.

"Qwest Content" means Newly-Developed Materials and Pre-Existing Qwest Materials.

"Qwest Content License" means 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.

"Renewal Term" means one year terms subsequent to the Minimum Service Term.

"SLA" means the IPR Service Level Agreement posted on Qwest's web site at [www.qwest.com/legal](http://www.qwest.com/legal).

"SOW" means the statement of work attached hereto or referenced in this Service Exhibit.

"Term" means Minimum Service Term and each Renewal Term.

"Third Party Materials" means third-party hardware or software components.

"Work Product" means 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.

**2. Service.**

**2.1 Description.**

**2.1.1** IPR is a network based routing application that gathers information from premises based ICM and then interfaces with the network components to process the call to the appropriate group or location. The hosted IPR application is connected to the premises solution using an IP connection which allows for real time information updates and communications between the applications.

**2.1.2** Customer will be responsible for any 8XX charges that are incurred as a part of the Service. In addition, Customer will need an IP data link to connect the hosted IPR with the Customer ICM application and for information exchange and management access. This IP data link may be an existing IP data link, assuming appropriate bandwidth, or Customer can procure an IP data link from Qwest. In order to insure appropriate service levels Qwest recommends the use of a Qwest data link.

**2.2 Service Conditions.** The following conditions apply to the Service:

**2.2.1 Ownership; Grant of License.**

**(a) Customer Content.** Any Customer Content will remain the sole and exclusive property of Customer. 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 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,

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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) Newly-Developed Materials; and (ii) Pre-Existing Qwest Materials will be the sole and exclusive property of Qwest. 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 Agreement.

**(c) Content Licenses.** Subject to the terms and conditions of the Agreement and this Service Exhibit, including, without limitation, upon payment in full by Customer of all Service charges, Qwest hereby grants to Customer during the term of this Service Exhibit a 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) Disclaimer.** Notwithstanding any provision to the contrary contained in the Agreement or this Service Exhibit, Qwest is not obligated to indemnify or defend Customer with respect to any Katz Patents. Qwest is not obligated to participate in any defense or settlement on behalf of or with the Customer related to the Katz Patents. Qwest is not liable to Customer for any damage whether direct, indirect, consequential, exemplary, special, incidental or punitive, including but not limited to loss of use or lost business, revenue, profits or goodwill related to or arising out of any claim or suit alleging infringement of the Katz Patents.

**(e) Third Party Materials.** The Services may be in support of and/or the Work Product may contain certain 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.

**(f) 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 cancellation of this Service Exhibit and/or the Agreement.

**(g) Residual Rights in Qwest Know-How.** Subject to Qwest's confidentiality obligations set forth in the Agreement, 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.

**2.2.2 Voice Services.** Customer must purchase, under separate terms and conditions, the voice service used in connection with the Services.

**2.2.3 Professional Services.** Qwest will: (a) perform the consulting, professional, technical, development and/or design services described herein or in the SOW; 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. 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: (c) providing Qwest with all information reasonably required in order to provision the proposed Services and Work Product, if applicable; and (d) 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 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.

**2.2.4 Export Administration.** Customer agrees to comply fully with 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,

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nuclear, chemical, or biological weapons proliferation.

**2.2.5 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.

**2.3 SLA.** Service is subject to the 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. Qwest reserves the right to amend the SLA effective upon posting to the web site or other notice to Customer.

**2.4 Order of Precedence.** In the event of a conflict between the terms of any SOW and the terms of this Service Exhibit, the terms of this Service Exhibit will control.

**3. Term; Cancellation.** 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 the Minimum Service Term. Upon the expiration of the Minimum Service Term, this Service Exhibit will automatically renew for consecutive Renewal Terms, unless either party elects to cancel this Service Exhibit by providing written notice thereof at least 60 days prior to the conclusion of the Term. Customer will remain liable for charges accrued but unpaid as of the cancellation date of Service. If, prior to the expiration of the Term, Service is canceled by Customer for reasons other than Cause, or by Qwest for Cause, Customer will also pay to Qwest a Cancellation Charge equal to: (a) the amount of any NRC discount or waiver that Qwest granted to Customer for the canceled Service and (b) 50% of the average charges for Service during the prior six months for the canceled Service multiplied by the months remaining in the unexpired portion of the Term of this Service Exhibit. Upon cancellation or expiration of this Service Exhibit (c) the licenses granted hereunder will be canceled and the other party will have no right to use or exploit in any manner, the licensed materials, and (d) 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.

**4. Charges.** Charges for the Service are as set forth in the Pricing Attachment. The Per Call Fee will be used to calculate Contributory Charges. The Service is not entitled to the QTA Discount. The charges for the Service are based on the then current Term set forth in the Agreement. 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 to this Service Exhibit.

**5. AUP.** All use of the Services will comply with the AUP, posted at <http://www.qwest.com/legal/> and incorporated by reference into this Service Exhibit. Qwest may reasonably 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.

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PRICING ATTACHMENT**

IPR Components	Per Call Fee for QTA Agreement With One Year Term	Per Call Fee for QTA Agreement With Two Year Term	Per Call Fee for QTA Agreement With Three Year Term	Unit NRC
IPR per call fee	\$.045	\$.040	\$.035	
8XX connection* (per 8XX) 1-10	-	-	-	\$500.00
8XX connection* (per 8XX) 11-25	-	-	-	\$250.00
8XX connection* (per 8XX) 26-50	-	-	-	\$125.00
8XX connection* (per 8XX) 51+	-	-	-	\$75.00

\* The unit NRC for 8XX is based on the number of Qwest 8XX numbers directed toward the IPR application and is charged on a sliding scale.