

UT-050304 (AF)
4-11-07



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Mark S. Reynolds
Senior Director – Regulatory
Policy and Law

March 7, 2007

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 agreement is Amendment No. Six to the Qwest Total Advantage Agreement. The original Qwest Total Advantage Agreement was filed March 1, 2005 under Docket UT-050304. 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

RECEIVED
RECORDS MANAGEMENT
07 MAR - 8 AM 10:30
STATE OF WASH.
UTIL. AND TRANSP.
COMMISSION

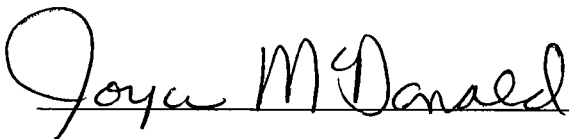
VERIFIED STATEMENT OF AFFILIATED INTEREST TRANSACTION

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. Six to the Qwest Total Advantage 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 the printed name.

Joyce L. McDonald

Dated at Seattle this 7th day of March, 2007.

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

THIS AMENDMENT NO. Six (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. For purposes of this Amendment and the Agreement, Qwest and Customer shall not be deemed Affiliates of each other.

CUSTOMER: QWEST CORPORATION

By: Carla Stewart

Carla Stewart

Vice President-Finance

Date: 3/2/07

QWEST COMMUNICATIONS CORPORATION

By: Brian Stading

Brian Stading

Vice President, Customer Service Operations

Date: 3/2/07

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 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(s) is/are being added. Customer requests the following new Services: Qwest Web Contact Center Service

Customer requests through this Amendment to add new Service(s) and corresponding new Service Exhibit(s) (or "Select Terms" if Customer is adding the QIA Select Terms) to the Agreement. The Services set forth in the Service Exhibit(s) or Select Terms 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

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

(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 may change features or functions of its Services; for material changes, Qwest will provide 30 days prior written notice, but may provide a shorter notice period if the change 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) Qwest is required by law to treat CPNI confidentially. Customer agrees that Qwest may share CPNI within its business operations (e.g., wireless, local, long distance, and broadband services divisions), and with businesses acting on Qwest's behalf, to determine if 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.

3.3 Tariff. The following Tariff information is added to the Agreement.

If Services are provided pursuant to a Tariff, as described in the applicable Service Exhibits, the order of precedence will apply in the following descending order of control: Tariff (excluding the RSS), Service Exhibit, Agreement, RSS, and Order Form. "Tariff" includes QCC state tariffs, price lists, price schedules, administrative guidelines, catalogs, QCC's Rates and Services Schedule ("RSS") posted at www.qwest.com/legal and other rate and term schedules, all incorporated by this reference. Qwest reserves the right to amend, change, withdraw or file additional Tariffs in its sole discretion, with such updated Tariffs effective upon posting or upon fulfillment of any necessary regulatory requirements.

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, however if under applicable law, this Amendment, or notice thereof must be filed with a governmental entity, including but not limited to a state public utility commission, this Amendment shall not become effective with respect to any jurisdiction having such requirements until the filings have occurred. All other terms and conditions in the Agreement will remain in full force and effect and be binding upon the parties. This Amendment and the Agreement set forth the entire understanding between the parties as to the subject matter herein, and in the event there are any inconsistencies between the two documents, the terms of this Amendment will control.

QWEST TOTAL ADVANTAGE[®] AGREEMENT
QWEST WEB CONTACT CENTER[®] (VIRTUAL PORTS) 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 Qwest Web Contact Center Service ("QWCC" or "Service") under the terms of the Agreement and this Service Exhibit.

"ACD" means Automatic Call Distribution.

"Application Incident" means a single support issue directly related to the programming or maintenance of a QWCC application and the reasonable effort needed to resolve it.

"Approved WAS" means Qwest's standard QWCC web application server ("WAS") configuration requirements.

"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.

"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.

"Designated Charges" means MRCs, NRCs and per minute usage charges for (a) QWCC Basic Components, Shared Hosted Systems, and Application Services listed in the Pricing Attachment, (b) Basic Components in the QWCC Carrier Neutral Option Service Exhibit, if applicable, (c) QWCC Custom Support Services for Hosted Systems, (d) Qwest professional services purchased under the QWCC Application Development SOW, (e) Qwest voice services used by Customer's callers to access the QWCC Platform and to bridge to Customer's call center (offered under the Agreement or a separate agreement) and (f) Qwest Internet Port Services used with QWCC (offered under a separate Service Exhibit to the Agreement or a separate agreement).

"DTMF" means dual tone multi-frequency.

"Eligible MRCs" means MRCs for QWCC Virtual Ports for DTMF and/or Speech Recognition, QWCC Text to Speech Module, QWCC Speech Module, QWCC PG Link for ICP, QWCC Monthly Subscription, QWCC Custom Support Services for Hosted Systems, and use of Shared Hosted Systems.

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

"ICP" means intelligent call processing which enables calls to be routed to an agent via computer telephony integration.

"IVR" means Interactive Voice Response.

"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, the Voice XML or other 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.

"PG" means peripheral gateway.

"Portal" means the QWCC developer network portal at www.qwccdevnet.com or such other web site designated by Qwest.

"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 such Voice XML or other 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.

"QWCC Monthly Subscription" consists of the following components: (a) a limited, non-exclusive and non-transferable license to access: (i) the Portal, (ii) QWCC Test Platform, (iii) one QWCC application development port (either DTMF or speech recognition), (iv) one 8XX phone number per QWCC application development port, which will be provided by Qwest to Customer solely to test the voice application on the QWCC Test Platform, and (v) EZ Route-Menu and Database Routing for Customer's 8XX numbers used in connection with the QWCC Services; (b) Limited Incident Application Support (as defined herein); and (c) either five production QWCC DTMF Virtual Ports or two production QWCC Speech Recognition Virtual Ports to be used only with Qwest 8XX services.

"QWCC Platform" means Qwest's Web Contact Center servers and network control servers that receive calls from Customer's callers, process those calls and direct any outbound calls from the servers.

"QWCC Test Platform" means the Qwest development tools, software and services on the Portal to design and write a voice application and test and de-bug the application on the QWCC network-based XML test platform.

"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 consecutive one year terms.

"Shared Hosted System" means a Qwest owned WAS that is shared with other Qwest customers.

"SLA" means the QWCC Platform Service Level Agreement posted on Qwest's web site at www.qwest.com/legal.

**QWEST TOTAL ADVANTAGE[®] AGREEMENT
QWEST WEB CONTACT CENTER[®] (VIRTUAL PORTS) SERVICE EXHIBIT**

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

"Term" means the Initial Term and each Renewal Term.

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

"Virtual Port(s)" means the QWCC ports available to support the transaction requests for customer specific applications. The virtual ports are allocated from the shared physical ports available within the QWCC services platform. "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. QWCC is an IVR and speech recognition platform that integrates with customer applications, developed using the industry standard Voice XML programming language.

2.1.1 QWCC Basic Components.

(a) **QWCC Platform.** The Service includes a network-based platform service that allows businesses to create and operate advanced voice applications. The Service includes the following service components and will vary depending upon what Customer orders: QWCC Virtual Ports with DTMF and/or speech recognition input collection capabilities, integration with ICP systems (currently, Cisco ICM or Genesys T-Server), Overflow Protection Premium, capture of available ANI and DNIS information, audio playback of pre-recorded prompt messages to callers for scripting, transfer and bridge call functionality, support of enhanced XML instructions by the QWCC Platform to drive the logic of Customer's applications, text-to-speech for audio output, speech recognition dialog modules, and QWCC Platform reporting. Customer may order QWCC PG links to integrate the Customer provided ICP systems with the Services. Customer must obtain or provide, at Customer's expense, all communications services, Internet connectivity, WAS, hosting equipment, ICP systems, and third party software necessary to access the Services.

(b) **QWCC Monthly Subscription.** The Service also includes the QWCC Monthly Subscription, which Customer must purchase during the Term of this Service Exhibit. Customer can use EZ Route-Menu to create a menu routing application using a self-serve graphical user interface. Customer can select up to nine menu options per set of groups and up to nine menu levels, assign sub-menus, announcements or routing instructions to the menus for termination based on the menu option selected using the keypad on a telephone. EZ Route-Database Routing provides Customer with the ability to link call routing options to a database of caller attributes for use with routing and menu options.

2.2 ACD Connect. ACD Connect provides QWCC customers with the ability to route calls, perform screen pops and pass ANI, DNIS, and customer-entered digits (CED) utilizing a customer's premise ACD for call routing. The ACD Connect product is based on the Genesys Enterprise Routing Solution (ERS) that is hosted within the Qwest network. If requested by Customer, Qwest will provide the ACD Connect platform to communicate with the Customer premises ACD. Qwest will provide the appropriate Genesys T-Server software which will be installed on a Customer Provided WAS that is located at the same physical location as the Customer premises ACD. Customer must provide a primary and secondary WAS. ACD Connect may only be used with Approved WAS.

2.3 QWCC Shared Hosted Systems. If requested by Customer and accepted by Qwest, Qwest will host Customer's IVR application on a Shared Hosted System. All rights in the Shared Hosted System are reserved by Qwest and Qwest does not convey any rights to Customer in such Shared Hosted System. Customer will not have any rights to access any Shared Hosted System. Customer must purchase Qwest professional services under the QWCC Application Development SOW to develop all applications to be installed on the Shared Hosted System. The charges for such services are provided in the QWCC Application Development SOW. Customer will have the ability to upload data to the Qwest provided shared SQL database in a method defined in the QWCC Application Development SOW.

2.4 QWCC Custom Support Services for Hosted Systems. Customer may purchase Qwest services under the QWCC Custom Support Services for Hosted Systems SOW for Qwest to host a Customer-provided WAS in a Qwest CyberCenter. The charges for those Services are provided in that SOW.

2.5 QWCC Application Services. Customer may purchase the following QWCC Application Services to assist Customer in the development and support of voice applications:

(a) **Application Development.** Qwest professional services under the QWCC Application Development SOW to assist Customer in the development of a custom IVR application. The charges for such Services are provided in the QWCC Application Development SOW.

(b) **Pre-package Software.** Pre-packaged software applications developed by Qwest for QWCC (e.g. QWCC Call Administration Tool Suite or individual tools – QWCC Call Routing Tool, QWCC Survey Tool and QWCC Outbound Tool). The functionality description of that software is in the separate documentation accompanying such software.

(c) **Limited Incident Application Support.** Technical assistance and professional services for five Application Incidents per month from Qwest or its affiliates for support of the Customer's QWCC IVR application during the hours of 8:00 a.m. to 5:00 p.m. MT, Monday through Friday at the QWCC application development support hotline (720-335-1495), QWCC.Support@qwest.com or such other contact designated by Qwest ("Limited Incident Application Support"). Limited Incident Application Support is available both pre and post production for the IVR application. Pre-production support is available to Customer in the development of an application and covers any of the following: (i) QWCC platform technical issue diagnostics and patches, (ii) QWCC programming issues diagnostics and patches, and (iii) application graduation and launch to production. Post-production support is defined as any QWCC IVR application support request that does not involve functional or code enhancements and includes: (iv) problem and defect resolution at

QWEST TOTAL ADVANTAGE® AGREEMENT
QWEST WEB CONTACT CENTER® (VIRTUAL PORTS) SERVICE EXHIBIT

the IVR code or interface level, (v) content corrections or replacements at the code or database level (Customer is responsible for providing content), (vi) VOX/WAV file changes, (vii) resolution of application outage or response time delays, (viii) QWCC application change management support, (ix) voice recognition application grammar tuning, (x) database support and tuning and (xi) QWCC Platform application report monitoring. If the Customer developed its own IVR application, Qwest will require a "Support Transition Process." During this process, Qwest will document Customer's application operational support requirements, as deemed necessary by Qwest, in order to understand the full scope of Customer's application. If Customer's IVR application is not hosted on Shared Hosted System or on a WAS in a Qwest CyberCenter under the QWCC Custom Support Services for Hosted Systems SOW, then the application support described in this Section will be provided remotely. To the extent that Customer requires Qwest to travel to receive such support, Customer must first enter into a separate SOW covering the additional charges associated with such travel. Post-production support may require code or content changes to production environment in which case the following applies: (xii) all change requests require the submission of a "Change Request Form" by Customer. Qwest will complete the form with applicable information, and submit it to Customer for signatory approval, (xiii) modified and tested application code and data will be migrated to Customer's production environment and (xiv) all applicable project documentation, for which Qwest is responsible, such as the application specification, will be updated to reflect changes made to the application. The first five Application Incidents per month are covered under the QWCC Monthly Subscription fee. Support for additional Application Incidents may be purchased at an additional charge.

(d) **Unlimited Incident Application Support.** Technical assistance and professional services, as described in the Limited Incident Application Support Section, for an unlimited number of Application Incidents with either 24x7 or Monday through Friday 8:00 a.m. to 5:00 p.m. MT dedicated pager support staff ("Unlimited Incident Application Support"). Any Support Transition Process services provided in connection with the Unlimited Incident Application Support is not covered by the QWCC Monthly Subscription and must be purchased at an additional charge.

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

2.6.1 Ownership; Grant of License.

(a) **Customer Content.** 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, 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, or participate in any defense or settlement on behalf of or with the Customer, with respect to any intellectual property claims. 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 intellectual property infringement.

(e) **Third Party Materials.** The Services may be in support of and/or the Work Product may contain certain Third Party Materials including, without limitation, speech recognition functionality. 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) **ACD Connect.** Customer will maintain the operability of the Genesys T-Server software licensed to Customer pursuant to Subsection (e) above, and the Customer Provided WAS residing at the Customer premises. Genesys T-server software will not be customized for Customer and no code changes are permitted. Qwest has no liability for Service deficiencies or interruptions caused by Customer, its employees, contractors or agents, or End Users reconfiguring or improperly installing, modifying, or administering the Approved WAS. Qwest has no liability for Service where Customer does not utilize Approved WAS or makes code changes to the T-server software.

QWEST TOTAL ADVANTAGE® AGREEMENT
QWEST WEB CONTACT CENTER® (VIRTUAL PORTS) SERVICE EXHIBIT

(g) **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; (iv) knowingly taking any action that would cause any Qwest Content or Third Party Materials to be placed in the public domain; (v) distributing any batch or off-line processing of content using the Qwest Content or Third Party Materials; or (vi) use any speech data files delivered by Qwest except in connection with the Qwest Content or Third Party Materials. The Qwest Content and Third Party Materials are protected by the intellectual property laws of the United States and other countries, and embody valuable confidential and trade secret information of Qwest, Qwest's licensor and/or its suppliers. Customer will hold the Qwest Content and Third Party Materials in confidence and agrees not to use, copy, or disclose, nor permit any of its personnel to use, copy or disclose the same for any purpose that is not specifically authorized under this Service Exhibit. Customer agrees that the licensor of Third Party Materials and its suppliers are intended third party beneficiaries of the provisions hereof. This provision will survive termination of this Service Exhibit and/or the Agreement.

(h) **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.

2.6.2 Voice Services. Customer must purchase, under separate terms and conditions, the voice service used in connection with the Services. QWCC supports Qwest toll free services to carry voice traffic into the QWCC Platform. These numbers can either be existing numbers that Qwest re-routes to the QWCC Platform or are new numbers that Qwest provisions on Customer's behalf. Customer's application can direct calls to be transferred to another plain old telephone service number or toll free number.

2.6.3 Ports. Customer may order a specific number of Virtual Ports to be allocated to its inbound and/or outbound call traffic. Those ports represent the total number of simultaneous network ports of the QWCC Platform that can be allocated for a particular Customer's call traffic at a given time. If a call is bridged with a destination, such that two physical ports are allocated to that call, the call will be deemed to be using only one virtual port.

2.6.4 Overflow Protection Premium. An "Overflow Protection Premium" per minute rate applies to calls that utilize over one hundred percent of the total number of Virtual Ports purchased by Customer. Overflow Protection Premium allows callers to a Customer to exceed the total number of Virtual Ports of each type purchased (speech recognition or DTMF) by Customer by at least 25% additional port capacity at any given time. Customers wanting to limit the number of simultaneous calls to a specific number can indicate so on the QWCC Order Form.

2.6.5 Reporting. QWCC Platform reporting is available in summary and detailed formats on a secure web site that Customer accesses through a standard web browser with separately purchased Internet access. Data can be retrieved in various time increments up to the latest three months.

2.6.6 Test Platform. Customer is expressly prohibited from: (a) using the QWCC Test Platform for any purpose other than Customer's own internal business purposes as reasonably intended hereunder; (b) allowing anyone other than Customer's representatives previously identified to Qwest to have access to the Portal or (c) attempting to commercially exploit any of Customer's voice applications through the QWCC Test Platform. **THE QWCC TEST PLATFORM AND PORTAL SERVICES ARE PROVIDED TO CUSTOMER ON AN AS IS AND AS AVAILABLE BASIS, WITHOUT ANY WARRANTIES OF ANY KIND AND ARE NOT SUBJECT TO THE SLA.**

2.6.7 Professional Services. Qwest will: (a) perform the consulting, professional, technical, development and/or design services described herein or in the SOWs; 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.

2.6.8 Customer Provided WAS. If Customer is not using the Shared Hosted System, Customer must provide the WAS and all applicable software, including, without limitation, virtual private network software for the two way transfer of data between the Customer WAS and the QWCC Platform. The WAS must be Approved WAS. Customer is required to purchase certain CPE, and pay for associated shipping charges, to use the Service. Customer is also required to purchase and maintain a maintenance plan from the manufacturer of the CPE used in such QWCC solution for as long as Qwest provides QWCC Service to Customer. Upon request, Qwest will provide to Customer a list of such CPE. Customer will be solely responsible for the installation, operation, maintenance, use and compatibility with the Service of the CPE and any equipment or software not provided by Qwest. In the event that the CPE or any equipment or software not provided by Qwest impairs Customer's use of any Service: (a) Customer will nonetheless be liable for payment for all Service provided by Qwest and (b) any service level agreement generally applicable to the QWCC Platform or Qwest Internet Port Service will not apply.

2.6.9 Qwest Internet Port for QWCC. If Customer chooses to host the WAS outside of the QWCC Custom Support Services hosted environment and uses Qwest Internet Port Service to connect the WAS with the QWCC Platform, then notwithstanding any different Qwest Internet Port Service terms and conditions, Customer agrees that (a) the Qwest Internet Port Service used in connection with the

QWEST TOTAL ADVANTAGE® AGREEMENT
QWEST WEB CONTACT CENTER® (VIRTUAL PORTS) SERVICE EXHIBIT

QWCC Services will be augmented with virtual private network software that limits the use of the Qwest Internet Port Service's two way transfer of data solely between the Customer premises and the QWCC Platform; (b) Qwest Internet Port Service for QWCC will consist of: (i) a dedicated, high-speed network connection between Customer's premises and the QWCC Platform over Qwest's domestic (continental United States) IP network; and (ii) TCP/IP routing services, which will afford Customer IP connectivity solely between the Customer's premises and the QWCC Platform; and (c) the Qwest Internet Port Service provided in connection with the QWCC Services will not provide general access to the Internet.

2.6.10 Pre-Package Software. Any pre-packaged software application provided by Qwest to Customer hereunder may be used only in connection with the Services on the Shared Hosted System, a WAS hosted by QWCC Custom Support Services or a WAS hosted by Customer. Such software is subject to the Qwest Content License and Customer can install and operate the software only on one primary server and one or more secondary servers (as necessary) to satisfy Customer's need for redundancy and high availability. Such software is licensed (not sold) to Customer. **THE SOFTWARE IS PROVIDED TO CUSTOMER "AS IS" AND ALL RISKS PERTAINING TO THE RESULTS AND PERFORMANCE OF THE SOFTWARE ARE ASSUMED BY CUSTOMER. QWEST MAKES NO REPRESENTATION OR WARRANTY AND HAS NO LIABILITY WHATSOEVER WITH REGARD TO THE FUNCTIONING OR OPERATION OF THE SOFTWARE WITH OTHER EQUIPMENT OR SOFTWARE OF CUSTOMER OR ANY THIRD PARTY SOFTWARE. IN ADDITION, THE SOFTWARE MAY NOT OPERATE ON CERTAIN SYSTEMS AND CUSTOMER MUST DETERMINE IF THE SOFTWARE WILL OPERATE ON ITS SYSTEMS.**

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

2.6.12 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.

2.7 SLA. The QWCC Platform, any WAS hosted by QWCC Custom Support Services and Shared Hosted Systems are 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. Only Eligible MRCs will be used in determining any SLA credits for such affected production QWCC Virtual Ports in accordance with the SLA.

2.8 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. 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 conclude three years after the Service is first made available for use by Customer ("Initial Term"). Upon the expiration of the Initial 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 50% of the then current QWCC Revenue Commitment multiplied by the number of months, or portion thereof, remaining in the Term of this Service Exhibit. Upon cancellation or expiration of this Service Exhibit (a) 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 (b) 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 MRCs and per call charges after the application of the QWCC Discount, will be used to calculate Contributory Charges. The Service is not entitled to the QTA Discount. Customer will not be eligible for any discounts or promotions other than those specifically set forth herein. Such promotions will not be effective unless the applicable promotion term sheet is appended immediately behind this Service Exhibit.

4.1 QWCC Revenue Commitment/QWCC Discount.

4.1.1 Minimum. After the third month of the Initial Term, as defined in the Term Section of this Service Exhibit, Customer's Designated Charges during each consecutive month of the Term, must equal or exceed \$10,000 ("QWCC Revenue Commitment") for Customer to receive the discount structure set forth in the Discount Section of this Service Exhibit on certain QWCC Service rates. Designated Charges will not include any other charges (e.g. Taxes or local loop charges). If during any month after the third month of the Term of this Service Exhibit, Customer's Designated Charges hereunder for such month are less than the QWCC Revenue Commitment, Customer will pay to Qwest: (a) all accrued but unpaid MRCs, NRCs, usage and other charges during such month and (b) the difference between the Designated Charges during such month and the QWCC Revenue Commitment for such month.

4.1.2 Discount. For each month of the Term of this Service Exhibit, Customer will be eligible for a "QWCC Discount" based upon the QWCC Revenue Commitment and the Term of this Service Exhibit. The QWCC Discount will be applied to all Designated Charges except the NRCs, Qwest voice services and Qwest Internet Port Services. The QWCC Discount is calculated as follows.

**QWEST TOTAL ADVANTAGE[®] AGREEMENT
QWEST WEB CONTACT CENTER[®] (VIRTUAL PORTS) SERVICE EXHIBIT**

QWCC Revenue Commitment	QWCC Discount
\$2,500	N/A
\$5,000	N/A
\$10,000	17.5% for three year Term
\$20,000	N/A

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.

**QWEST TOTAL ADVANTAGE® AGREEMENT
QWEST WEB CONTACT CENTER® (VIRTUAL PORTS) SERVICE EXHIBIT
PRICING ATTACHMENT**

QWCC Basic Components	Price
QWCC DTMF Monthly Subscription (MRC)	\$500
QWCC Speech Recognition Monthly Subscription (MRC)	\$500
QWCC DTMF Virtual Port (per port MRC)	\$95
QWCC Speech Recognition Virtual Port (per port MRC)	\$195
QWCC Text to Speech Module (per port additional MRC)	\$20
QWCC Speech Module (per port additional MRC)	\$75
QWCC Overflow Protection Premium (rate per minute for overflow usage)	\$.10
QWCC PG Link for ICP Installation charge (NRC per PG Link)	\$1,000
QWCC PG Link for ICP monthly maintenance fee (MRC per PG Link)	\$2,000
Additional QWCC Application Development Port (MRC)	\$150
Additional five Application Incidents per month (MRC)	\$500
ACD Connect (NRC per connection)	\$2,500
ACD Connect (MRC per connection)	\$1,000
ACD Connect per call charge	\$.02
QWCC Shared Hosted Systems	Price
Use of Shared Hosted Systems for 1 to 10 QWCC Virtual Ports (per port additional MRC)	\$30
Use of Shared Hosted Systems for 11 to 50 QWCC Virtual Ports (per port additional MRC)	\$25
Use of Shared Hosted Systems for 51 to 200 QWCC Virtual Ports (per port additional MRC)	\$20
Use of Shared Hosted Systems for over 200 QWCC Virtual Ports (per port additional MRC)	\$18
QWCC Application Services	Price
QWCC Call Administration Tool Suite (MRC)	\$2,000
QWCC Routing Tool (MRC)	\$500
QWCC Survey Tool (MRC)	\$500
QWCC Outbound Tool (MRC)	\$500
QWCC Qwest Hosted 24x7 Unlimited Incident Application Support (MRC)	\$2,500
QWCC Qwest Hosted M-F/8x5 Unlimited Incident Application Support (MRC)	\$1,500
QWCC Customer Hosted 24x7 Unlimited Incident Application Support (MRC)	\$3,500
QWCC Customer Hosted M-F/8x5 Unlimited Incident Application Support (MRC)	\$2,500
QWCC Support Transition Process charge under Unlimited Incident Application Support (NRC)	\$1,000
QWCC Application Development Training (NRC)	\$2,000
QWCC Application Testing (NRC)	\$5,000