

Amendment 15  
UT-041379-AF



**Qwest Corporation**  
1600 7th Avenue, Room 1506  
Seattle, Washington 98191  
(206) 345-1568  
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Mark S. Reynolds  
Assistant Vice President  
Public Policy & Regulatory Affairs

April 6, 2009

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 15 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,

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

for Mark Reynolds

Enclosures

RECEIVED  
WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION  
2009 APR -7 AM 9:01

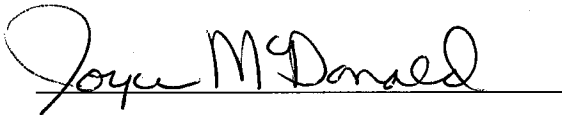
VERIFIED STATEMENT OF AFFILIATED INTEREST TRANSACTION

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 15 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 McDonald". The signature is written in black ink and is positioned above a solid horizontal line.

Joyce L. McDonald

Dated at Seattle this 6th day of April, 2009.

**AMENDMENT NO. 15 TO  
WHOLESALE SERVICES AGREEMENT**

**THIS AMENDMENT NO. 15** (this "Amendment") is by and between **Qwest Communications Company, LLC** ("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.**<sup>1</sup> The service descriptions and related rate exhibits set forth in Exhibit(s) IP-2 attached to this Amendment (the "New Services") shall be added to the Amendment 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 IP2 (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. Payment Obligation.**

(a) Section 6.1 of the Agreement is deleted in its entirety and replaced with the following:

**6.1 Payment Obligation.** Customer will pay Qwest for all Services provided under this Agreement. Qwest will invoice Customer monthly for all Services. On or before 10 calendar days from the date printed on the invoice (the "**Due Date**"), Customer will pay all invoiced amounts (other than those properly withheld under Section 6.3) via wire transfer to: JPMorgan Chase Louisville, KY, USA, ABA # = 083000137 to Qwest DDA # 771057734, Swift Code # CHASUS33, or such other location or account as Qwest may specify. Qwest may charge interest on all amounts not received when due under this agreement at the rate of 1.5% per month, compounded monthly, or, if applicable, the maximum rate allowed by law, until the past due amounts are paid. If Qwest does not receive payment for sums owing by the Due Date or as specified under Section 6.3 below, Qwest may also take one or more of the following actions immediately after notifying Customer: (a) refuse to accept additional Order Forms; or (b) temporarily suspend or limit (which may include stemming or skipping of voice traffic) any Services until Customer pays all past due amounts, including interest. Customer may not claim outage credits for any Service interruptions resulting from Qwest exercising its rights under this Section. If a payment default constitutes Cause, Qwest may also offset all amounts due, including interest, against: (i) any security instruments provided by Customer to Qwest; or (ii) any amounts that Qwest owes to Customer under any agreement between the parties.

**3. Billing Disputes.**

**6.3 Billing Disputes.** Section 6.3 of the Agreement is amended as follows: Customer must submit all Bona Fide Disputes, along with Complete Documentation, to Qwest via the Qwest Online Dispute management tool, which can be found on the Qwest wholesale website located at <http://www.qwest.com/wholesale/systems/odm.html>, or in such other manner as Qwest may specify. All other terms set forth in Section 6.3 remain unaffected by this Amendment.

**4. Assignment or Sale.**

(a) Section 11 of the Agreement is deleted in its entirety and replaced with the following:

**11. Assignment or Sale.** This Agreement shall be binding upon Customer's Affiliates to the extent any such Affiliate becomes a Party to this Agreement pursuant to section 13.3 hereof. Neither party may assign this Agreement without the other party's prior written consent (which will not be unreasonably withheld or delayed), except: (a) in connection with the sale of all or substantially all of its assets; (b) to the surviving entity in any merger or consolidation; (c) to an Affiliate; or (d) to satisfy a regulatory requirement imposed upon a party by a governmental body with appropriate authority; provided that in each case such party gives the other party 30 days prior written notice of such assignment. Additionally, Qwest may assign this Agreement or its rights hereunder, without notice or consent to disclose Confidential Information, for the purpose of (x) collecting unpaid Customer balances or other funds due and owing Qwest or (y) factoring, financing or assigning its accounts receivable. Any assignee of the Customer must have a financial standing and creditworthiness equal to or better than Customer's, as reasonably determined by Qwest, through a generally accepted, third party credit rating index (i.e. D&B, S&P, etc.).

**AMENDMENT NO. 15 TO  
WHOLESALE SERVICES AGREEMENT**

**5. 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.

**6. 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:**

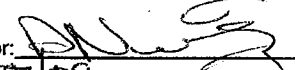
**QWEST COMMUNICATIONS COMPANY, LLC**

By: 

Warren Mickens

Vice President, Customer Service Operations

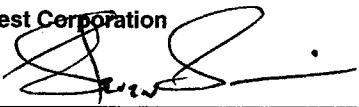
Date: 03/31/09

Offer Management Director: 

Date: 3/27/09

**Customer:**

**Qwest Corporation**

By: 

Name: Steven Swain

Title: Vice President - Finance

Date: 4/2/09

**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  
WHOLESALE/ENHANCED SERVICES AGREEMENT**

<b>TIERED PORT OC-3 (MRC)</b>		
<b>Usage Tiers</b>	<b>Private Port</b>	<b>Enhanced Port</b>
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

<b>TIERED PORT 10 Mbps ETHERNET (MRC)</b>		
<b>Usage Tiers</b>	<b>Private Port</b>	<b>Enhanced Port</b>
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

<b>TIERED PORT 100 Mbps FAST ETHERNET (MRC)</b>		
<b>Usage Tiers</b>	<b>Private Port</b>	<b>Enhanced Port</b>
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

<b>TIERED PORT 1000 Mbps GIGABIT ETHERNET (MRC)</b>		
<b>Usage Tiers</b>	<b>Private Port</b>	<b>Enhanced Port</b>
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:**

<b>BURSTABLE PORT DS-3 (MRC)</b>		
<b>Usage Tiers</b>	<b>Private Port Per Mbps</b>	<b>Enhanced Port Per Mbps</b>
3,000 Mbps	\$192	N/A

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

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

<b>BURSTABLE PORT OC-3 (MRC)</b>		
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

<b>BURSTABLE PORT 10 Mbps ETHERNET (MRC)</b>		
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

<b>BURSTABLE PORT 100 Mbps FAST ETHERNET (MRC)</b>		
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

<b>BURSTABLE PORT 1,000 Mbps GIGABIT ETHERNET (MRC)</b>		
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.

<b>BURSTABLE PORT MINIMUM USAGE</b>	
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**

<b>QoS (MRC)</b>	
<b>Port Speed</b>	<b>MRC</b>
All Port Speeds	Waived

**Amendment No. 12 additional pricing terms and conditions:**

**SPECIAL PRICING:** Customer will be eligible to receive the new pricing and new Minimum Service Term for the Flat Port IP Solutions Services as specifically set forth below ("Special Priced IP Ports") based on compliance with the conditions set forth below and capacity and availability as determined by Qwest. Qwest agrees to waive all Early Termination Fees associated with the re-price and re-term of such Special Priced IP Ports. With respect to the rate(s) listed below, Customer will not be eligible for any additional discounts associated with these new or re-termed circuits. All other terms and conditions of Exhibit IP will apply.

**Flat Rate Port Charges**

<b>FLAT PORT (MRC)</b>	
<b>Port Speed</b>	<b>Private Port</b>
DS-1 (1.544Mbps)	\$200
NxDS-1 (3 Mbps)	\$397
NxDS-1 (4.5 Mbps)	\$594
NxDS-1 (6 Mbps)	\$789
NxDS-1 (7.5 Mbps)	\$986
NxDS-1 (9 Mbps)	\$1,178
NxDS-1 (10.5 Mbps)	\$1,369
NxDS-1 (12 Mbps)	\$1,561
DS-3 (45 Mbps)	\$1,859

**Amendment No. 15 additional pricing terms and conditions:**

**SPECIAL PRICING:** Customer will be eligible to receive the new pricing and new Minimum Service Term for the Flat Port IP Solutions Services as specifically set forth below ("Special Priced IP Ports") based on compliance with the conditions set forth below and capacity and availability as determined by Qwest. With respect to the rate(s) listed below, Customer will not be eligible for any additional discounts associated with these new or re-termed circuits. The order by date for these ("Special Priced IP Ports") is 4/30/2009. All other terms and conditions of Exhibit IP will apply.

<b>FLAT PORT (MRC)</b>	
<b>Port Speed</b>	<b>Private Port</b>
Gigabit Ethernet (1000Mbps)	\$9,000.00