

Amendment 1  
UT-090544-AF  
am-10/15/09  
No Action  
Qwest.

Spirit of Service

**Qwest Corporation**  
1600 7th Avenue, Room 1506  
Seattle, Washington 98191  
(206) 345-1568  
Facsimile (206) 343-4040

Mark S. Reynolds  
Assistant Vice President  
Public Policy & Regulatory Affairs

September 1, 2009

Mr. David Danner, Executive Director and 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 Mr. Danner:

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 Company, LLC (QCC). This is Amendment 1 to the Wholesale Data Services Agreement which was previously filed in April, 2009. Also enclosed is a verified statement.

A copy of the original contract filing is also being provided because Qwest could not find a docket number for that filing. Two affiliated filings were made on 4/15/09 – one for the QCC WDSA and one for Qwest Broadband Services, Inc. (BSI) WDSA. Only the BSI filing appears to have been docketed. Therefore, another copy of the original agreement is being provided along with this first amendment.

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  
REGULATORY MANAGEMENT  
2009 SEP -2 PM 12:54  
STATE OF WASH.  
UTIL. AND TRANSP.  
COMMISSION

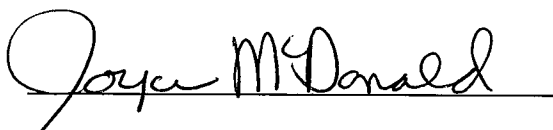
VERIFIED STATEMENT OF AFFILIATED INTEREST TRANSACTION

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 1 to the Wholesale Data Services Agreement describes the affiliate arrangement between Qwest Corporation and Qwest Communications Company, LLC.

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.

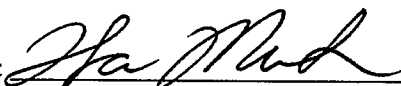
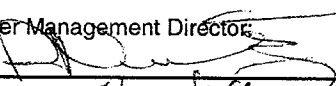

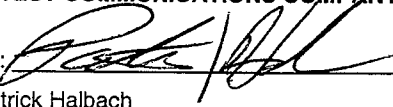
Joyce L. McDonald

Dated at Seattle this 1st day of September, 2009.

**AMENDMENT NO.1 TO  
QWEST CORPORATION WHOLESALE DATA SERVICES AGREEMENT**

**Contract (QI) Number: 344201**

**THIS AMENDMENT NO. 1** (this "Amendment") by and between **Qwest Corporation** ("Qwest" or "QC") and Qwest Communications Company LLC ("Customer"), hereby amends the QC Wholesale Data Services Agreement, 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.

<p><b>QWEST:</b> <b>QWEST CORPORATION</b></p> <p>By: <u></u> Warren Mickens Vice President, Customer Service Operations Date: <u>08/27/09</u></p> <p>Offer Management Director: <u></u> Date: <u>8/27/09</u></p> <p>By: <u></u> Steven Swain Vice President, Finance Date: <u>8/27/09</u></p>	<p><b>CUSTOMER:</b> <b>QWEST COMMUNICATIONS COMPANY, LLC</b></p> <p>By: <u></u> Patrick Halbach VP Assistant Controller Finance Date: <u>8/22/09</u></p>
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Qwest and Customer wish to amend the Agreement by:

**Adding a Service Exhibit.** The Agreement is hereby amended by adding the QWave Service Exhibit to the Agreement. The Service Exhibit added under this Amendment will apply to all month-to-month QWave Services on or after the Amendment Effective Date (as defined below) and to all, Services ordered on a Term Plan on or after the Amendment Effective Date.

**The Contract (QI) Number identified at the top of this Amendment must be included on the Order Form to receive these nonstandard rates.**

**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 on the parties. This Amendment and the Agreement set forth the entire understanding between the parties as to the subject matter of this Amendment, and in the event there are any inconsistencies between the two documents, the terms of this Amendment will control.

**QWEST CORPORATION WHOLESALE DATA SERVICES AGREEMENT  
QWEST INTERSTATE QWAVE SERVICE EXHIBIT**

**1. General; Definitions.** Qwest will provide and Customer will purchase Qwest interstate QWave® service ("QWave" or "Service") under the Agreement, this service exhibit ("Service Exhibit"), Section 7.20 of the RSS (additional sections of the RSS may include information relevant to the Service), and at the locations specified on an accepted Order Form. Qwest may change the section number or other reference to the RSS section at any time. Despite any such change, the RSS section for Service remains part of this Service Exhibit. Service is subject to Tech Pub 77412 and the SLA.

**2. Service.**

**2.1 Description.**

(a) QWave is a dedicated bandwidth, point-to-point, high-speed, high-capacity, multi-protocol, fiber-optic data transport service that utilizes Dense Wave Division Multiplexing ("DWDM") technology with 24/7 proactive network monitoring and competitive SLA. Service is bit rate and protocol independent, thus enabling the Service to support multiple customer protocols and applications on a single platform. QWave supports industry-standard protocols such as SONET, Ethernet and Storage Area Network (SAN) on a circuit-by-circuit basis.

(b) Qwest will provide, install, maintain, repair, operate, and have sole access to the equipment necessary for Service. Subject to Funding and special Construction, Qwest will pay the cost of purchasing and installing all fiber and equipment necessary for Service; but non-reusable or non-recoverable costs (as determined by Qwest) will be at an additional charge to Customer. Customer will be notified in writing of any such charges before purchasing the Service. Fiber and equipment required for the installation and maintenance of the Service will remain the sole and exclusive property of Qwest or its assignee, and nothing contained in this Service Exhibit will give or convey to Customer any right, title, or interest whatsoever in such fiber and equipment, except as explicitly provided. Such fiber and equipment is and will remain personal property, notwithstanding that it may be, or become, attached to or embedded in realty.

(c) Qwest will monitor and manage the Service 24 hours a day, 365 days a year.

**2.2 Changes.** Qwest will provide the following types of additions of Service or changes to Service under the terms and conditions of the RSS provided Service is available at the speed(s) and location(s) requested and as long as the Funding requirements are met:

(a) Additions of Service. Customer will be required to submit an Order Form, which includes a new Term for any additional Service (circuits) it orders. Customer agrees to pay all applicable charges related to the addition of Service, including MRCs and NRCs in effect on the installation date of the additional Service and Construction charges.

(b) Moves. Customer may move an individual QWave circuit or multiple QWave circuits within the Qwest 14-state local service area. A move involves a change in the physical location of the point of termination at the customer's premises or the physical location of the customer's premises. A new Minimum Service Period will apply. Termination Charges may apply if Customer does not qualify for the Waiver Policy as outlined in the Agreement. Customer agrees to pay all then-current MRCs, NRCs, and any Construction charges related to the new Service. Moves will be requested on an Order Form.

(c) Upgrades. Customer may upgrade an individual QWave circuit or multiple QWave circuits to a higher system bandwidth capacity and a new Minimum Service Period will apply. Termination Charges may apply if Customer does not qualify for the Waiver Policy as outlined in the Agreement. All then-current MRCs, NRCs, and any Construction charges related to the new Service will apply. Upgrades will be requested on an Order Form.

**3. Service Term; Termination.**

**3.1 Service Term.** This Service Exhibit will begin on the Agreement Effective Date (or the Amendment Effective Date if Customer adds this Service Exhibit after the Agreement Effective Date) and will continue until the expiration or termination of the last Service to expire (or terminate) under the terms of this Service Exhibit. Each Service ordered, including any move, upgrade or renewal will have its own Minimum Service Period (per the Agreement) and Service Term (as indicated on an Order Form). If Customer does not issue an Order Form to renew Service to a new Service Term by the expiration of an existing Service Term, Service will continue on a month-to-month basis under the terms of the Agreement and this Service Exhibit and revert to the then-current month-to-month Rates specified in the RSS.

**3.2 Termination.**

(a) Either party may terminate this Service or Service Exhibit in accordance with the Agreement and RSS. Customer will remain liable for charges accrued but unpaid as of the termination date. If Service is terminated before conclusion of the Service Term either by Qwest for Cause or by Customer for Convenience, then Customer will also be liable for a Termination Charge as follows:

(i) If the termination occurs during the Minimum Service Period, Customer will pay all accrued and unpaid charges for Service provided through the effective date of that termination plus a Termination Charge of 100% of the MRCs for the terminated Service multiplied by the number of months remaining in the Minimum Service Period, plus 70% of the MRCs for the terminated Service multiplied by the number of months remaining in the initial Service Term after the Minimum Service Period.

**QWEST CORPORATION WHOLESALE DATA SERVICES AGREEMENT  
QWEST INTERSTATE QWAVE SERVICE EXHIBIT**

(ii) If the termination occurs after the Minimum Service Period, Customer will pay for all accrued and unpaid charges for Services provided through the effective date of such termination plus a Termination Charge of 70% of the MRCs for the terminated Service multiplied by the number of months remaining in the initial Service Term.

(b) Service is no longer subject to a Termination Charge once it goes month-to-month after the completion of the Service Term.

**4. Charges.**

**4.1** Standard Rates for Service are set forth in the RSS and the Parties agree that the RSS Web pages containing the QWave pricing are a part of this Service Exhibit. Qwest may change the section number, Web page link, or other reference to this RSS section at any time. Despite any such change, the RSS section for Service remains part of this Service Exhibit. The actual rates charged for Service will be those in effect in the RSS on the installation date of Service as evidenced by Qwest records. If Service is renewed for a new Service Term on an Order Form, the Rates will be those in effect in the RSS at the time the Service is renewed, as evidenced by Qwest's records. Service is subject to and Customer will pay to Qwest all applicable Qwest RSS interstate charges.

**4.2** Nonstandard rates will be identified either by rate or discount contained in a pricing exhibit attached to or as an amendment to this Service Exhibit. In order to receive nonstandard rates, Customer must include the contract number in the Order Form for the Service.

Qwest



*Spirit of Service*

**Qwest Corporation**

1600 7th Avenue, Room 1506  
Seattle, Washington 98191  
(206) 345-1568  
Facsimile (206) 343-4040

Mark S. Reynolds  
Asst. Vice President  
Public Policy & Regulatory Affairs

April 15, 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 Company, LLC, fka Qwest Communications Corporation. The agreement is a new agreement entitled Qwest Corporation Wholesale Data Services Agreement. 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 cursive script that reads "Joyce McDonald".

for Mark Reynolds

Enclosures

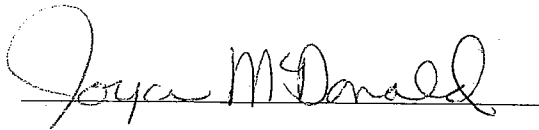
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Joyce L. McDonald, Lead Finance/Business Analyst of Qwest Corporation certifies that the attached Qwest Corporation Wholesale Data Services Agreement describes the affiliate arrangement between Qwest Corporation and Qwest Communications Company, LLC (fka Qwest Communications Corporation).

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

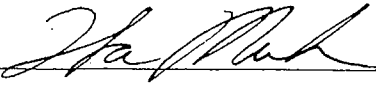
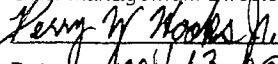
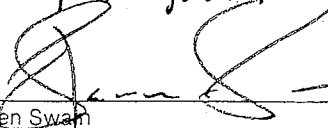

Joyce L. McDonald

Dated at Seattle this 15th day of April, 2009.

QWEST CORPORATION WHOLESALE DATA SERVICES AGREEMENT

GENERAL TERMS AND CONDITIONS

THIS AGREEMENT is between Qwest Corporation, including its subsidiaries El Paso County Telephone Company and Malheur Home Telephone Company ("Qwest") and Customer (each identified in the signature blocks) and will become effective on the later of: the latest signature date or April 15, 2009 (the "Agreement Effective Date"). Unless otherwise defined in the Agreement, capitalized terms are defined in Addendum 1. Each Qwest entity is responsible only for providing Service in its respective territory, and in no case will one Qwest entity be liable to Customer for actions or failures of another Qwest entity.

<p>QWEST: QWEST CORPORATION</p> <p>By: <u></u> Warren Mickens Vice President, Customer Service Operations Date: <u>04/13/09</u></p> <p>Officer Management Director: <u></u> Date: <u>April 13, 2009</u></p> <p><u></u> Steven Swan Vice President, Finance Date: <u>4/13/09</u></p>	<p>CUSTOMER: QWEST COMMUNICATIONS COMPANY, LLC</p> <p>By: <u></u> Patrick Halbach VP Assistant Controller Finance Date: <u>4/13/09</u></p>
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Each party warrants that: (a) the full legal name of the legal entity intended to provide or receive the benefits or Services under this Agreement is accurate; (b) the person signing this Agreement has been duly authorized to execute this Agreement; and (c) the execution of the Agreement does not conflict with law, the terms of any charter, bylaw, articles of association, or any other agreements with third parties. Qwest may rely upon any instruction, instrument, or signature reasonably believed by Qwest to be genuine and authorized by the Customer. Each party acknowledges that it has received, or has had opportunity to receive, the advice of competent counsel.

This Agreement incorporates by reference additional material terms and conditions applicable to the Services as set forth in the RSS [http://tariffs.qwest.com:8000/idc/groups/public/documents/rss/htmltoc\\_gc\\_rss1.htm](http://tariffs.qwest.com:8000/idc/groups/public/documents/rss/htmltoc_gc_rss1.htm). Customer has reviewed the RSS. Customer agrees that it is impractical for Qwest to list all the terms, conditions and charges applicable to the Services in these General Terms and Conditions and the Service Exhibits. Customer further agrees that Qwest has acted reasonably in providing it access to the RSS. Qwest will keep an archive of the web pages of the RSS listing Rates, terms and conditions, including dates of changes to Rates, terms and conditions. Customer agrees that Qwest's archive is conclusive evidence in the event of dispute.



## QWEST CORPORATION WHOLESALE DATA SERVICES AGREEMENT

1. **Notices.** Notice is given when: (a) delivered by facsimile or e-mail, so long as duplicate notification is sent via U.S. Mail; (b) delivered in person; (c) deposited in either registered, overnight or certified U.S. Mail, postage prepaid, if sent in the U.S.; or (d) delivered to an overnight courier service. Qwest may provide notice via email without duplicate notification via U.S. Mail for: (w) notices provided under Section 6, (x) rate change notices, (y) notices regarding changes in the RSS, or (z) notices regarding changes in maintenance windows. Customer's continued subscription to, usage of, or payment for Services after the effective date of such changes will be deemed to be Customer's acceptance of such changes. If Customer does not agree to such changes, Customer must contact Customer's Qwest sales representative and either terminate Customer's Services or make alternative arrangements with Qwest before the effective date of such changes. All required written notices must be sent to the addresses specified below or other addresses as may be specified in writing, or via the electronic subscription tool, by the recipient:

To Qwest: Qwest Corporation  
Director Wholesale Contracts  
1801 California Street, 24<sup>th</sup> Floor  
Denver, Colorado 80202

Facsimile #: (303) 896-7358  
E-Mail: [wholesale.contracts@qwest.com](mailto:wholesale.contracts@qwest.com)

To Customer: Qwest Communications Company, LLC  
Lucy Higley  
Staff Advocate

Phone #: (303) 896-4789  
Facsimile #: (303) 391-2262  
E-Mail: [Lucy.Higley@qwest.com](mailto:Lucy.Higley@qwest.com)  
Attention: Lucy Higley

With copy to:  
Qwest Corporation  
1801 California Street, 9<sup>th</sup> Floor  
Denver, Colorado 80202  
Facsimile #: 1-888-778-0054  
Attention: Wholesale Legal Department

Legal/Rate Change Notices To Customer:  
Lucy Higley  
Staff Advocate  
Phone #: (303) 896-4789  
Facsimile #: (303) 391-2262  
E-Mail: [Lucy.Higley@qwest.com](mailto:Lucy.Higley@qwest.com)  
Attention: Lucy Higley

**Applicable Services.** Services are available only in Qwest's local service areas in the following states: Arizona, Colorado, Idaho, Iowa, Minnesota, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington, and Wyoming. The Service Exhibits included under this Agreement as of the Agreement Effective Date are:

**Asynchronous Transfer Mode Service**  
**Frame Relay**  
**GeoMax**  
**HDTV-Net**  
**Metro Optical Ethernet**  
**Self-Healing Network Service**  
**Synchronous Service Transport**

Asynchronous Transfer Mode ("ATM") Service, Frame Relay ("FR"), GeoMax, HDTV-Net, Metro Optical Ethernet ("QMOE"), Self-Healing Network Service ("SHNS"), and Synchronous Service Transport ("SST") are subject to relief from federal tariff requirements as provided *In the Matter of Qwest Petition for Forbearance Under 47 U.S.C. § 160(c) from Title II and Computer Inquiry Rules with Respect to Broadband Services*, FCC No. 08-168. This Agreement will apply to the provision of any service that is on a month-to-month basis upon detariffing, converts to month-to-month after detariffing, or is ordered under the Agreement after detariffing. Customer agrees that all amounts and obligations owed to Qwest for services provisioned or ordered under the FCC1 Tariff prior to detariffing will be due and owing under this Agreement.

## QWEST CORPORATION WHOLESALE DATA SERVICES AGREEMENT

### Term and Termination.

3.1 The term of the Agreement, which does not have any effect on an individual Service term, begins on the Agreement Effective Date and will continue until and including April 15, 2010 ("Initial Term"); 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 filings have occurred. At this time, only the Washington Utilities and Transportation Commission has such a filing requirement. Therefore, this Agreement shall not be effective with respect to the State of Washington until it is filed with Washington Utilities and Transportation Commission. After the expiration of the Initial Term, this Agreement continues on a month-to-month basis unless this Agreement, or any Service, is terminated, in whole or part by either party on 30 calendar days prior written notice (the Initial Term and any month-to-month extensions will collectively be referred to as the "Agreement Term"). Any termination after the Initial Term other than for Cause will take effect on the 31<sup>st</sup> calendar day following the date of the terminating party's notice, regardless of the date upon which the initial month-to-month renewal occurred. If Qwest revises the RSS and the revised RSS conflicts with this Agreement or a Service Exhibit, then Customer must amend this Agreement or add a revised Service Exhibit as necessary to comport with the revised RSS before Customer may move, upgrade, make changes to, or order additional circuits.

3.2 Services ordered under this Agreement will have their own individual Service Term from the date an individual Service is available to Customer. During the Service Term of an individual Service, Qwest will apply the then current NRCs and: (a) for month-to-month MRCs, the then-current Rates, terms, and conditions; or (b) for MRCs covered by a Term Plan, the MRCs that are in effect at the time an individual Service is installed, regardless of any later changes to the RSS. The MRCs for an individual Service covered by the Term Plan will be frozen from Qwest-initiated rate changes during that Service's Service Term. Customer will not receive rate decreases if Qwest decreases the Rates during an individual Service's Service Term. Once a Term Plan expires for an individual Service, Qwest will apply the then-current month-to-month MRCs, terms and conditions to that Service unless customer renews the Service under a then-current Term Plan.

3.3 Customer may terminate an individual Service by issuing an Order Form at least two business days prior to Customer's desired termination date. After Customer has terminated all Services under the Agreement, Customer may terminate the Agreement for reasons other than Cause by providing written notice to Qwest. Cause to terminate the entire Agreement for Service-related claims will exist only if customer has Cause to terminate all or substantially all of the Services under the applicable SLA, Service Exhibit, or SS.

3.4 Either party may terminate an individual Service ordered under a Service Exhibit after the date the individual Service is available to Customer under the terms of the applicable Service Exhibit. Qwest will waive the Termination Charge in excess of the Minimum Service Period if Customer terminates due to a move or upgrade of all or a portion of Service and all of the following conditions are met ("Waiver Policy"): (a) Customer must have satisfied the Minimum Service Period for the existing Service or be subject to the Termination Charge applicable to the unexpired portion of the Minimum Service Period; (b) Customer must agree to a new Service Term and Minimum Service Period for the new service; (c) The total value of the new Service must be equal to or greater than 115% of the remaining value of the Service being terminated. NRCs and Construction charges will not contribute toward the 115% calculation; (d) The request to disconnect the existing Service and the request for the new service are received by Qwest at the same time and both requests must reference this Waiver Policy; (e) For ATM, FR, and QMOE, the new Service installation due date must be within 30 days of the due date of the disconnection of the existing Service, unless the installation is delayed by Qwest; for SHNS, SST, GeoMax, and HDTV-NET, the new Service installation due date must be on or before the due date of the disconnection of the existing Service, unless the installation is delayed by Qwest; (f) Customer agrees to pay all outstanding MRCs and NRCs for existing Service; (g) The NRCs in effect at the time the Service is moved or upgraded will apply to the move or upgrade; and (h) This Waiver Policy only applies to moves or upgrades to other Qwest services that are subject to a Qwest Tariff or the Qwest RSS.

3.5 Customer is not entitled to any outage credits due to any Service outage or interruption resulting from a termination by Qwest for Cause. If either party terminates any part of this Agreement or any Service, Customer will pay any charges accrued but unpaid as of the termination date. If Customer terminates this Agreement for reasons other than Cause, or if Qwest terminates this Agreement for Cause, Customer will also pay any applicable Termination Charge due under this Agreement and the Service Exhibits.

### 4. Service Provisioning

4.1 Customer will complete an Order Form for all service requests (including, but not limited to, install, change, move, rearrangement, disconnect or cancellations). Qwest offers the Service subject to: (a) Customer's submission of a valid, accurate, and complete Order Form submitted by Customer; and (b) availability of adequate capacity. Adequate capacity depends on availability and limits of Qwest wire centers and facilities. Service will not be provided using unsuitable facilities or if provision of Service creates interference with other services.

## QWEST CORPORATION WHOLESALE DATA SERVICES AGREEMENT

2 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. Qwest may at its sole discretion, discontinue providing any part of a Service in, to, or from any: (a) location, (b) particular person or entity because provision of the Services is unlawful or economically unfeasible. Qwest will provide Customer notice, if reasonably practicable, prior to discontinuing a Service.

4.3 Qwest will provide Customer reasonable notification of Service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements, routine preventative maintenance and major switching machine change-out. Generally, such activities are not individual customer service specific; they affect many customer services. No specific advance notification period is applicable to all Service activities. Services will be available to Qwest at times mutually agreed upon in order to permit Qwest to make tests and adjustments appropriate for maintaining Services in satisfactory operating condition. No credit will be allowed for any interruptions involved during those tests and adjustments.

4.4 Service is subject to the credit for service interruptions specific to the Service contained in the SLA or RSS. The credits outlined in the SLAs are Customer's sole and exclusive remedy for interruptions of any kind to the Service. Service interruption means a total disruption of the Service subject to restrictions and exclusions outlined in an SLA or in the RSS. Services with a Service-specific SLA are subject to the credit for service interruptions contained in the applicable SLA and described in the RSS posted at [www.qwest.com/legal](http://www.qwest.com/legal). Services without a Service-specific SLA are subject to the credit for service interruptions contained in the RSS.

4.5 Qwest offers Service under this Agreement subject to network infrastructure availability and may require Funding to provide Service to Customer. Qwest will not be compelled under this Agreement to provide Service in locations where adequate network infrastructure does not exist without Funding approval. Such approval will be granted at the sole discretion of Qwest. If Funding is not approved, Qwest may charge Customer a one-time special Construction charge, which if included would cause the project to receive special Funding through Qwest internal processes. Qwest shall inform Customer of the special Construction charge, giving Customer the opportunity to cancel the Order Form, rather than incur the special Construction charge. In the event the required Funding is not approved, Qwest or Customer may terminate the Order Form for which Funding was not approved immediately, without liability. Qwest may assess separate Construction charges if facilities are not available to meet an order for Service and Qwest constructs facilities under one or more of the following circumstances: (a) if the amount of Customer's expected payments over the term of the Agreement does not exceed Qwest's calculated cost of providing the Service plus its expected rate of return; (b) Customer requests that Service be furnished using a type of facility, or via a route that Qwest would not normally utilize in providing the requested Service; (c) more facilities are requested than would normally be required to satisfy an order; or (d) Customer requests that Construction be expedited, resulting in added cost to Qwest.

4.6 Any Customer requests for Qwest to Expedite the delivery of Service before the standard or negotiated service interval will be deemed an Expedited order and Expedite charges will apply if Qwest agrees to meet a date other than the Qwest standard or negotiated service interval.

### 5. Financial Terms.

#### 5.1 Rates and Terms.

(a) Each Service Exhibit references the section of the RSS where the Rates, terms and conditions for the particular Service are set forth. Customer agrees that the entire RSS, including but not limited to the particular provisions setting forth Rates, terms and conditions for each Service, is a part of this Agreement. Standard Rates are the Rates in the RSS.

(b) Qwest may, upon 30 calendar days written notice, impose discretionary increases to any of the MRCs, NRCs or other charges described in the RSS for month-to-month Services, new Service orders, and Services not yet installed, on the effective date. Customer's continued subscription to, usage of, or payment for Service after the effective date of such changes will be deemed to be Customer's acceptance of such changes. If Customer does not agree to such changes, Customer must contact Customer's Qwest sales representative and either terminate Service or make alternative arrangements with Qwest before the effective date of such changes. Qwest may charge a Termination Charge if Customer terminates a Service prior to the expiration of the Term Plan. Qwest may decrease Rates for Services immediately upon notice for new Service orders or for month-to-month Services. Promotional pricing will expire in accordance with the terms applicable to each promotion, without further notice to Customer. In the event of Regulatory Activity, Qwest may at any time upon 30 calendar days prior written notice to Customer, unless such notice is not reasonably practicable: (i) pass through to Customer all, or a portion of, any charges or surcharges directly or indirectly related to such Regulatory Activity in connection to the Service; or (ii) modify the Rates and/or other terms and conditions contained in the Agreement to reflect the impact of such Regulatory Activity in connection to the Service. Qwest may, upon 30 calendar days prior written notice, adjust its Rates or charges, or impose additional Rates and charges, to recover amounts that governmental or quasi-governmental authorities require it to collect from or pay to others to support statutory or regulatory programs.

## QWEST CORPORATION WHOLESALE DATA SERVICES AGREEMENT

(c) Customer agrees to pay Rates and charges that are in the RSS, but are not referenced in the Service Exhibits, which may include but are not limited to: (i) Expedites, including third-party charges incurred by Qwest in connection with the Expedite, (ii) CPE, (iii) Construction, (iv) Termination Charges, (v) charges for labor, testing, or design changes, (vi) inside wiring, or (vii) additional administrative charges that may be applied for services not described in the Service Exhibits, or for requests to provision Services in a manner inconsistent with Qwest's then-current practices. Customer agrees to pay applicable charges regardless of whether: (i) Customer cancels Service; or (ii) Service is not delivered on the requested Expedite date, unless such failure was caused by Qwest.

(d) If Qwest and Customer agree that Customer may receive a nonstandard Rate for Services, then for the nonstandard Rate to apply, Customer must include the contract number in the Order Form for the Service. If Customer fails to include the contract number in the Order Form, then Customer will not receive the nonstandard Rate, and will instead receive the then-current pricing as found in the RSS as of the date of installation.

(e) Customer may request a technician visit for problems on the Qwest side of the Demarcation Point. Customer may retract its request prior to the Qwest technician's visit. Qwest will provide prior notice to Customer of any dispatch fee that will apply if Qwest determines that the problem is not caused by Qwest facilities or equipment on Qwest's side of the Demarcation Point; or if the problem is on Customer's side of the Demarcation Point.

### 5.2 Taxes, Fees, and other Governmental Impositions.

(a) In addition to other charges for Service, Customer will pay all Taxes set forth on the invoices unless Customer provides Qwest with an appropriately completed and valid exemption certificate or other evidence acceptable to Qwest that neither the Services nor Customer are subject to such Taxes for which an exemption is claimed. Qwest will not issue any exemption, credit or refund of any Tax payment for Services billed prior to the Customer's submission of that evidence. "Taxes" mean any and all applicable federal, state and local taxes, including, without limitation, all use, sales, value-added, goods and services, excise, franchise, commercial, gross receipts, license, privilege or other similar taxes, levies, surcharges, charges for universal support mechanisms, duties and fees, whether charged to or against the Customer, with respect to the supply of the Services or underlying facilities provided by a party under this Agreement, as well as any other imposition by any governmental authority which has the effect of increasing Qwest's cost of providing the Services or the underlying facilities. Such term will not include any imposition that is based upon Qwest's property, net income, net worth or capital stock.

Customer will pay all amounts due on an invoice free and clear and without deduction or withholding for any and all present or future Taxes.

(c) Each party is solely responsible for all taxes on its own business, including taxes based on net income, property value, capital stock, or net worth. Each party is responsible for any tax filings, payment, protest, audit and litigation that are related to its own business.

## 6. **Financial Responsibility, Payment and Security.**

6.1 Customer will pay Qwest for all Services provided under this Agreement. Qwest will invoice Customer monthly for all Services. On or before the due date printed on the invoice ("Due Date"), Customer will pay all invoiced amounts to the address on the invoice, or will wire payment according to instructions provided by Qwest. Qwest may charge interest on any amounts not received by the Due Date at the rate of 0.000407 per day, compounded daily or, if applicable, the maximum rate allowed by law, until the past due amounts are paid. If Qwest does not receive payment in full by the Due Date or if amounts are not properly withheld by Customer under Section 6.2 below, Qwest may also take one or more of the following actions 30 calendar days after notifying Customer: (a) refuse to accept additional Order Forms; or (b) temporarily suspend or limit any Services until Customer pays all past due amounts, including interest. If Qwest does not refuse to accept additional Order Forms or temporarily suspend or limit any and all Services on the date specified in the 30 days' notice, and Customer's non-compliance continues, nothing contained herein shall preclude Qwest's right to refuse to accept additional Order Forms or temporarily suspend or limit any and all Services without further notice. 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.

6.2 Customer may make a good faith assertion, supported by Complete Documentation, of a billing adjustment or credit that Customer reasonably believes it is entitled to under the Agreement ("Bona Fide Dispute"). Bona Fide Disputes, along with Complete Documentation, must be submitted to Qwest in accordance with Product Catalog guidelines which can be found at <http://www.qwest.com/wholesale/ciecs/bilidisputeprocess.html>, or in such other manner as Qwest may specify. The parties will promptly resolve disputed amounts in good faith. Qwest may request additional supporting documentation. Qwest may reject Customer's dispute as inadequate if not accompanied by Complete Documentation. If Qwest resolves such Bona Fide Dispute in Qwest's favor, Qwest will notify Customer, then either: (a) Customer will pay any withheld portion of the invoice, plus interest applied

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under Section 6.1 from the Due Date of the invoice, or (b) if Customer disputes Qwest's resolution of a Bona Fide Dispute in Qwest's favor and Customer and Qwest are not able to arrive at an agreeable resolution, then Customer may initiate dispute resolution proceedings under Section 13, and the parties will escrow all disputed amounts under Section 13.2 below.

6.3 Qwest's obligations under this Agreement are contingent upon its continuing credit approval of Customer; and Customer's compliance with the security requirements in Addendum 2, if attached. If Qwest reasonably deems itself insecure with respect to Customer's ability to pay for any reason, including but not limited to Customer's Change of Control or Qwest's reasonable belief that a material change in Customer's circumstances or financial condition has occurred or is imminent; Qwest may, at its election, take one or more of the following actions: (a) refuse to accept additional Order Forms; (b) temporarily suspend or limit any and all Services; or (c) require that Customer provide to Qwest, within ten calendar days, a deposit or other acceptable form of security.

### 7. Customer's Responsibilities.

7.1 Customer is solely responsible for obtaining all licenses, approvals, and regulatory authority for using the Services and reselling Services to its End Users, and Customer will have any required regulatory authorities before ordering Service. When reselling the Services, Customer is solely responsible for all billing and collections, customer service, and other requirements of its End Users. Customer's payment obligations to Qwest are not contingent upon Customer's ability to collect payments from any third parties, including its End Users.

7.2 Customer agrees that its use of the Services will comply with all applicable laws. Customer will be liable for any intentional or illegal acts of Customer or its End Users related to the Services. Customer will defend and indemnify Qwest, its Affiliates, agents, and contractors against any third party claims, costs, judgments or other proceedings, obligations and expenses, including attorney fees, relating to Customer's or an End User's use, resale or modification of the Services or Customer's failure to comply with any regulatory requirements or failure to make any required payments (e.g., universal service support mechanisms).

7.3 If Qwest must access a building that houses Customer's premises to install, operate, or maintain Service or associated Qwest equipment, Customer will provide or secure, at Customer's expense, the following items: (a) appropriate space and power; and (b) rights or licenses. These items may include, for example, rights to use or install pathways, shafts, risers, conduits, telephone closets, interior wiring, service areas, racks, cages, and utility connections or entries required to reach point of termination.

7.4 Any facility or equipment repairs on Customer's side of the Demarcation Point are Customer's responsibility. If Customer requests a technician visit for a problem that Qwest determines: (a) not to be caused by Qwest facilities or equipment on the Qwest side of the Demarcation Point; or (b) is on Customer's side of the Demarcation Point, Qwest will assess a separate dispatch fee. Qwest will notify Customer and obtain Customer's authorization of charges before dispatching a technician. Any requested repairs of Customer facilities and/or equipment are not included in the dispatch fee and will be charged on a time and materials basis.

7.5 If a service interruption occurs due to Customer's failure to fulfill the obligations in this section, Qwest will be exempt from meeting the specified SLAs for that service interruption.

7.6 Upon Qwest's reasonable request, Customer will assist Qwest in complying with all reporting obligations or requirements imposed on Qwest by any third party or regulatory agency relating to this Agreement or the Services.

8 **Jurisdiction.** Customer understands that Service is an interstate telecommunications service, as defined by Federal Communications Commission regulations and represents that during the Term more than 10% of its usage will be interstate usage.

9. **Confidentiality.** Except as permitted by this Agreement or if required by law, or to achieve the purposes of this Agreement in any proceeding, neither party will, without the prior written consent of the other party: (a) disclose negotiated terms or pricing, if any, in this Agreement, or (b) disclose or use any other Confidential Information of the other party. If required or permitted by law to disclose Confidential Information, the receiving party will promptly notify the disclosing party (prior to the disclosure, if possible). The receiving party will cooperate with the disclosing party to seek or take appropriate protective measures; and will make such disclosure in a manner to best protect the Confidential Information from further disclosure. Each party will use reasonable efforts to protect the other's Confidential Information and will use at least the same degree of care that it would to protect its own Confidential Information. Only Qwest's Legal Department may provide consent to disclose Qwest Confidential Information.

### 10. Use of Name, Trademarks and Publicity.

10.1 When marketing the Services for resale, Customer, including its employees, representatives and agents, must not: (a) use the Qwest name, brand or identity in any way, or (b) otherwise indicate, directly or indirectly, that Customer's End Users will have any relationship with Qwest. But Customer may in its advertising collateral make a statement to the effect that Qwest is one of the

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deriving carriers from which Customer purchases services. Customer must not use a name, trademark, service mark, copyright or other intellectual property owned by Qwest or its Affiliates without the prior written consent of the Qwest Law Department.

10.2 Customer must not make any disclosure to any third party or publicize the existence or terms of this Agreement without Qwest's prior written consent and approval. Only Qwest's Executive Vice President of Corporate Communications or an authorized designee may grant authorization to disclose or publicize this Agreement or its terms, and if such authorization is granted, the parties must jointly approve and develop the content and timing of any press releases and all other publicity regarding the subject matter of this Agreement or Customer's relationship with Qwest.

11. **Relationship.** Neither party may bind the other by contract or otherwise, nor make any representations or guarantees on behalf of the other. The relationship arising from this Agreement does not constitute an agency, joint venture, partnership, employee relationship or franchise.

12 **Limitation of Liability and Disclaimer of Warranties.**

12.1 Regardless of the legal theory of liability that is asserted, neither party will be liable for any consequential, incidental, or indirect damages for any cause of action, whether or not the other party was aware or should have been aware of the possibility of these damages. Consequential damages include, but are not limited to, lost profits, lost revenue, loss of business opportunity. Indemnification obligations and Customer's payment obligations are excluded from this provision. The outage credits outlined in the SLA or RSS are Customer's exclusive remedy for any breach by Qwest and Qwest's total liability will not exceed the aggregate amount of any applicable outage credits due under the SLA or RSS for the affected Service.

12.2 Qwest disclaims all warranties, including without limitation, implied warranties of title, non-infringement, merchantability or fitness for a particular purpose. Qwest disclaims (a) any liability for loss, damage, or injury to any party as a result of any CPE; and (b) all warranties for CPE.

13. **Dispute Resolution.**

13.1 A party must bring any legal proceeding relating to this Agreement in a United States District Court, or absent federal court jurisdiction, in a state court of competent jurisdiction, in the location of the non-initiating party's principal place of business. But Qwest may initiate proceedings in Denver, Colorado to collect undisputed amounts billed. In such event, Customer consents to jurisdiction and venue for any such court proceeding in Denver, Colorado.

13.2 If either party initiates a legal proceeding to resolve a billing dispute, the parties will, within five business days, place any disputed and withheld amounts with an Escrow Agent under a mutually agreeable escrow agreement.

13.3 Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a jury trial and any right to pursue any claim relating to this Agreement on a class or consolidated basis or in a representative capacity.

14. **Governing Law.** Colorado state law, without regard to choice-of-law principles, governs all matters relating to this Agreement.

15. **Assignment or Sale.** 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.)

16. **Survival.** All terms that by their context are intended to survive the termination of this Agreement will survive.

17. **Waiver.** A party may waive a right under this Agreement only in a writing signed by an authorized representative of the waiving party. Such a waiver does not waive any future rights.

18. **Severability.** Any provision of this Agreement held to be unenforceable must be construed as nearly as possible to reflect the original intent of the parties. The remainder of the Agreement will remain in full force and effect.

## QWEST CORPORATION WHOLESALE DATA SERVICES AGREEMENT

19. **Force Majeure.** Neither party is liable for any delay or failure to perform that is caused by an unforeseeable event (other than a failure to comply with payment obligations) beyond the reasonable control of a party (e.g., act of God; fire; flood; labor strike; sabotage; cable cut ; material shortages or unavailability; lack of or delay in transportation; government codes, ordinances, laws, rules, regulations or restrictions; war or civil disorder) (a "Force Majeure Event"). The affected party will send notice to the other party and is excused from performing under this Agreement only to the extent limited by such Force Majeure Event.
20. **Headings.** Headings are for convenience only and do not affect the meaning of any terms of this Agreement.
21. **Remedies.** No right specified in this Agreement limits Qwest's other rights or remedies under this Agreement, at law, or in equity.
22. **Third Party Beneficiaries.** This Agreement is intended solely for Qwest and Customer, and will not benefit or be enforceable by any other person or entity (e.g., Customers and End Users).
23. **Compliance with Laws.** In performing its obligations under this Agreement, each party will comply with applicable federal, state, or local laws or regulations relating to the subject matter of this Agreement.
24. **Counterparts and Facsimile Signatures.** The parties may execute this Agreement by facsimile copy or in any number of counterparts, which together will constitute one agreement. Only Qwest will provide the final version of the Agreement or any amendment for execution.
25. **Integration.** These General Terms and Conditions, the Service Exhibits, the RSS, Tech Pubs, and Qwest-accepted Order Forms constitute the entire agreement between the Parties and supersede all prior offers or agreements or communications between the parties relating to the subject matter of those documents. The following order of precedence will apply in descending order of control: a Service Exhibit, these General Terms and Conditions, the RSS, a Qwest-accepted Order Form, Qwest records, and if applicable, Tech Pubs. Amendments to this Agreement must be in writing and signed by the Parties. Electronic signatures will be accepted only in the form and manner prescribed by Qwest. Notwithstanding the foregoing, any non-disclosure or confidentiality agreement previously entered into by the Parties remains effective according to its terms for information shared between the Parties not covered by the Section of this Agreement entitled "Confidential Information."

## QWEST CORPORATION WHOLESALE DATA SERVICES AGREEMENT

### ADDENDUM 1-DEFINITIONS:

"Affiliate(s)" means, with respect to any party, any entity that directly, or indirectly controls, is controlled by, or is under common control with, that party (e.g., directly or indirectly, has power to direct the affairs or management of a party, by ownership of voting securities, as trustee, by contract or otherwise).

"Agreement" means these General Terms And Conditions, and all Addenda, Service Exhibits, RSS, and Qwest-accepted Order Forms.

"Cause" means the failure of a party to perform a material obligation under this Agreement that is not remedied, if curable: (a) in the event of a payment or security default, within five calendar days written notice, or (b) for any other default, upon 30 calendar days written notice (unless a different notice period is set forth in this Agreement). Cause includes, but is not limited to: (a) the Insolvency of a Customer that is a foreign entity (i.e. not incorporated, formed or organized in the United States); (b) any violation of the Sections of this Agreement entitled "Confidentiality" and "Use of Name, Trademarks and Publicity"; (c) failure to comply with any applicable federal, state, or local law or regulation relating to the subject matter of this Agreement; or (d) use of the Services for any purpose or in any manner other than as prescribed in this Agreement. Violations of the sections of this Agreement entitled "Confidentiality" and "Use of Name, Trademarks and Publicity" are not curable.

"Change of Control" means an instance when: (a) any entity having previously Controlled Customer, ceases to do so; (b) any entity acquires Control, or all, or substantially all, of the assets of Customer (e.g., by acquisition, merger, reorganization, operation of law or otherwise) or (c) Customer combines by merger with any other entity. Change of Control excludes any assignment permitted under this agreement.

"Control" or "Controlled" means ownership of 50% or more of any equity interests e.g., voting shares or partnership interests, or the right to exercise 50% or more of the voting rights, of any entity.

"Complete Documentation" means: (a) reasonable detail for the basis of the dispute and the charges subject to the Bona Fide Dispute, (b) the credit to which Customer reasonably believes itself entitled, (c) details of the amounts withheld by Customer pending resolution of such Bona Fide Dispute; and (d) any additional information that Qwest, in its discretion, requires as necessary to support a particular type of dispute.

"Confidential Information" means any information that is not publicly available, whether of a technical, business, or other nature, including customer information or Customer Proprietary Network Information, and that: (a) the receiving party knows or has reason to know is confidential, proprietary, or trade secret information of the disclosing party; or (b) is of a nature that the receiving party should reasonably understand that the disclosing party desires to protect against unrestricted disclosure. Confidential Information does not include information that is in the public domain through no breach of this Agreement by the receiving party or is already known or is independently developed by the receiving party.

"Construction" means when Service may not be available due to facilities limitations and it is necessary for Qwest to construct facilities.

"Convenience" means any reason other than Cause.

"CPE" means Customer premise equipment, software and/or other materials associated with the Service.

"Demarcation Point" means the Qwest designated: (a) physical interface between the Qwest Domestic Network and Customer's telecommunications equipment; or (b) physical interface between a third-party carrier connecting the Qwest Domestic Network to Customer's telecommunications equipment.

"End User(s)" mean Customer's end-users or customers.

"Escrow Agent" means U.S Bank, unless Qwest notifies Customer otherwise in writing.

"Expedite" or "Expedited" means Customer's request to Qwest to provision a Service more quickly than the Qwest standard or negotiated interval. An additional Expedite charge will apply if Qwest agrees to provision Service more quickly than the Qwest standard or negotiated service interval.

"FCC1 Tariff" means Qwest Interstate Access Tariff F.C.C. No. 1., which can be viewed at <http://tariffs.qwest.com:8000>.

"Funding" means the expenditure of Qwest capital funds due to lack of network infrastructure availability in order to provide Service to Customer.



## QWEST CORPORATION WHOLESALE DATA SERVICES AGREEMENT

"Insolvent" means any of the following events Customer: (a) becomes or is declared insolvent or bankrupt; (b) is the subject of any proceedings related to its liquidation, insolvency or for the appointment of a receiver or similar officer for it; (c) makes an assignment for the benefit of all or substantially all of its creditors; or (d) enters into an agreement for the extension or readjustment of all or substantially all of its obligations.

"Minimum Service Period" means 12 months following the date Service is made available to Customer, as evidenced by Qwest records. In the case of FR, this means 6 months following the date Service is made available to Customer.

"MRC" means monthly recurring charge.

"NRC" means nonrecurring charge.

"Order Form" means the form of Service order request provided by Qwest, such as an Access Service Request or ASR; or other method of ordering Service as may be prescribed by Qwest.

"Qwest Domestic Network" means the Qwest operated facilities located within Qwest's 14-state local service area listed above in the Section headed Applicable Services, and which consists of transport POPs, physical media, switches, circuits and/or ports that are operated solely by Qwest.

"Rates" means the MRCs and NRCs for the Service.

"Rates and Services Schedule" or "RSS" means the Qwest Corporation Rates and Services Schedule Interstate No. 1, and is the document that contains the standard descriptions, pricing and other terms and conditions for the Services, which can be found at [http://tariffs.qwest.com:8000/idc/groups/public/documents/rss/htmltoc\\_qc\\_rss1.htm](http://tariffs.qwest.com:8000/idc/groups/public/documents/rss/htmltoc_qc_rss1.htm). Qwest reserves the right to modify the RSS.

"Regulatory Activity" means any regulation or ruling by any regulatory agency, legislative body or court of competent jurisdiction.

"Service" means the various optical and packet-switched special access services capable of transmitting 200 kbps or greater in each direction and made a part of this Agreement under a Service Exhibit.

"Service Exhibit" means the contract document specific to an individual Service and included with this Agreement at the time of signature or subsequently added via amendment.

"Service Term" means the specified period of time for which the Service will be provided by Qwest for Customer use as specified in the applicable Qwest accepted Order Form.

"SLA" means the service level agreement for each Service, if applicable, located at <http://www.qwest.com/legal>; SLAs are subject to change. Each SLA provides Customer's sole and exclusive remedy for Service interruptions or Service deficiencies of any kind whatsoever for the applicable Service. Not all Services have a Service-specific SLA.

"SONET" means Synchronous Optical Network.

"Tariff(s)" are documents that contain the standard descriptions, pricing and other terms and conditions for any services that Qwest files with a regulatory commission. You can find Qwest's Tariffs at <http://tariffs.qwest.com:8000> and such other places as Qwest may from time to time designate.

"Tech Pub" means each technical publication specific to a Service, all of which are located at <http://www.qwest.com/techpub/>. Each Service Exhibit stipulates the Tech Pub that applies to that Service, if any.

"Term Plan" means a fixed period service rate plan.

"Termination Charge" means the termination charges detailed in the Service Exhibits.

**QWEST CORPORATION WHOLESALE DATA SERVICES AGREEMENT  
QWEST INTERSTATE ATM SERVICE EXHIBIT**

1. **General; Definitions.** Qwest will provide and Customer will purchase Qwest interstate Asynchronous Transfer Mode service ("ATM" or "Service") under the Agreement, this service exhibit ("Service Exhibit"), and Section 8.5 of the RSS (additional sections of the RSS may include information relevant to the Service), and at the locations specified on an accepted Order Form. Qwest may change the section number or other reference to the RSS section at any time. Despite any such change, the RSS section for Service remains part of this Service Exhibit. Capitalized terms not defined in this Service Exhibit are defined in the Agreement. Service is subject to Tech Pub 77378.

2. **Service.**

2.1 **Description.** Qwest ATM Service is a broadband network transport service that provides a fast, efficient way to electronically move large quantities of information over a reliable, scalable, fiber-optic ATM network. Service is designed to support many different applications (e.g., data, video, and voice), within an enterprise network, treating each application based on its bandwidth requirements. Service uses high-speed ATM networking technology to bundle information into fixed segments called "cells." Information is shared among multiple locations via dedicated physical links and virtual channel connections or virtual path connections. Service supports a full range of speeds from 1.544 Mbps to 622 Mbps. Service requires the use of customer premises equipment ("CPE") that functions as a router, hub, or ATM switch. This CPE must be purchased separately from the Service and must conform to industry ATM standards. The CPE accumulates customer information and puts it into a cell format suitable for transmission over the ATM network.

2.2 **Private Line Transport.** If DS3 service is purchased for ATM, it must be purchased from the private line transport tariff. If there are any conflicts between the applicable private line transport tariff and the RSS governing ATM, the private line transport tariff will prevail for the mileage portion. Any additional charges (including termination charges) resulting from changes to your Service locations, will be billed to you in accordance with the then-current applicable private line transport tariff.

2.3 **Changes.** Customer may do any of the following on an Order Form: (a) add Service; (b) increase the Service speed; and/or (c) change the physical location of all or part of Service to another location within Qwest's 14-state local service area. Such changes to Service will be provided only if Service is available at the speed(s) and location(s) requested and Funding is approved, if applicable.

3. **Service Term; Termination.**

3.1 **Service Term.** This Service Exhibit will begin on the Effective Date of the Agreement (or an amendment to the Agreement if Customer adds this Service Exhibit after the Effective Date of the Agreement) and will continue until the expiration or termination of the last Service to expire (or terminate). Each Service ordered, including additions and renewals, will have its own Minimum Service Period (per the Agreement) and be coterminous with the first ATM circuit. But if insufficient time remains in the Service Term of the first ATM circuit to cover the Minimum Service Period of the Service being added, then all existing Service must be renewed for a new Service Term that covers the Minimum Service Period of the Service being added. If Customer does not issue an Order Form to renew Service by a new Service Term by the expiration of an existing Service Term, Service will continue under the terms of the Agreement and this Service Exhibit and revert to the then-current month-to-month Rates specified in the RSS.

3.2 **Termination.**

(a) Either party may terminate Service or this Service Exhibit in accordance with the Agreement and RSS. Customer will remain liable for charges accrued but unpaid as of the termination date. If, prior to the conclusion of the Service Term, Service or this Service Exhibit is terminated either by Qwest for Cause or by Customer for Convenience, then Customer will also be liable for any Termination Charges.

(b) If that termination is before the date Service is available for use, the Termination Charge will be those reasonable expenses incurred by Qwest through the date of termination including, but not limited to, the standard installation charges for the Service, regardless of any waivers or promotions extended to Customer based on its completion of the Service Term.

(c) If that termination is during the Minimum Service Period, Customer will pay a Termination Charge of 100% of the Service MRCs being terminated, including the applicable cell transfer MRCs, multiplied by the number of months remaining in the Minimum Service Period, plus 40% of the MRCs multiplied by the number of months remaining in the Service Term after the Minimum Service Period. Service elements that can initially be ordered month-to-month will have a one-month Minimum Service Period.

(d) If that termination is after the Minimum Service Period, Customer will pay a Termination Charge of 40% of the MRCs multiplied by the number of months remaining in the Service Term.

(e) Service is no longer subject to a Termination Charge once it goes month-to-month after the completion of the Service Term.

4. **Charges.**

4.1 Standard Rates for Service are set forth in the RSS and the Parties agree that the RSS Web pages containing the ATM pricing are a part of this Service Exhibit. The actual Rates for any Service elements installed during the first 12 months of the Service Term will be those in effect in the RSS on the date the first Service element ordered under an Order Form is installed, as evidenced by Qwest records ("Phased-In Installation"). Additions or changes to Service beyond the Phased-In Installation period will be at the then-current RSS Rates on the installation date. If Service is renewed for a new Service Term on an Order Form, the Rates will be those in effect at the time the Service is renewed, as evidenced by Qwest's records.

QWEST CORPORATION WHOLESALE DATA SERVICES AGREEMENT  
QWEST INTERSTATE ATM SERVICE EXHIBIT

4.2 Nonstandard rates will be identified either by rate or discount contained in a pricing exhibit attached to or as an amendment to this Service Exhibit. In order to receive nonstandard rates, Customer must include the contract number in the Order Form for the Service.

**QWEST CORPORATION WHOLESALE DATA SERVICES AGREEMENT  
QWEST INTERSTATE FRAME RELAY SERVICE EXHIBIT**

1. **General.** Qwest will provide and Customer will purchase Qwest interstate Frame Relay service ("FR" or "Service") under the Agreement, this service exhibit ("Service Exhibit"), and Section 8.3 of the RSS (additional sections of the RSS may include information relevant to the Service), and at the locations specified on an accepted Order Form. Qwest may change the section number or other reference to the RSS section at any time. Despite any such change, the RSS section for Service remains part of this Service Exhibit. Capitalized terms not defined in this Service Exhibit are defined in the Agreement. Service is subject to Tech Pub 77372.

2. **Service.**

2.1 **Description.** FR is a network transport service that allows customers to electronically deliver data, images, voice, and Internet access over a reliable, scalable, and secure network. Using high-speed networking technology to bundle information into packets called frames, FR uses a common format with a common set of rules based on frame relay forum standards. Instead of assigning fixed channels to specific applications, FR uses statistical multiplexing that allows customer allocation of circuit bandwidth to applications, as needed, thus providing a cost-effective solution. FR is designed to support many different business applications within a network, treating each business application based on bandwidth needs. FR supports physical layer connections from 56/64 Kbps to 45 Mbps based on traditional digital hierarchy services. FR requires the use of CPE that functions as a multiplexer, router, hub, or frame relay switch. The CPE must be purchased separately from FR and must conform to industry standards for physical digital hierarchy and frame relay logical termination. The CPE accumulates information and puts it into frame format suitable for transmission over the Qwest FR network.

2.2 **Private Line Transport.** If DS3 service is purchased for FR, it must be purchased from the private line transport tariff. If there are any conflicts between the applicable private line transport tariff and the RSS governing FR, the private line transport tariff will prevail for the mileage portion. Any additional charges (including Termination Charges) resulting from changes to your Service locations, will be billed to you in accordance with the then-current applicable private line transport tariff.

2.3 **Changes.** Customer may do any of the following on an Order Form: (a) add Service; (b) increase the Service speed; and/or (c) change the physical location of all or part of Service to another location within Qwest's 14-state local service area. Such changes to Service will be provided under the terms and conditions of the RSS provided Service is available at the speed(s) and location(s) requested and Funding is approved, if applicable.

3. **Service Term; Termination.**

3.1 **Service Term.** This Service Exhibit will begin on the Effective Date of the Agreement (or an amendment to the Agreement if Customer adds this Service Exhibit after the Effective Date of the Agreement) and will continue until the expiration or termination of the last to expire (or terminate) Service. Each Service ordered, including additions and renewals, will have its own Minimum Service Period (per the Agreement) and be coterminous with the first FR circuit. However, if there is not enough time left in the Service Term of the first FR circuit to cover the Minimum Service Period of the Service being added, then all existing Service must be renewed for a new Service Term that covers the Minimum Service Period of the Service being added. If Customer does not issue an Order Form to renew Service to a new Service Term by the expiration of an existing Service Term, Service will continue under the terms of the Agreement and this Service Exhibit and revert to the then-current month-to-month Rates specified in the RSS.

3.2 **Termination; Portability.**

(a) Either party may terminate Service or this Service Exhibit in accordance with the Agreement and RSS. Customer will remain liable for charges accrued but unpaid as of the termination date. If, prior to the conclusion of the Service Term, Service or this Service Exhibit is terminated either by Qwest for Cause or by Customer for Convenience, then Customer will also be liable for any Termination Charges.

(b) If that termination is before the date Service is available for use, the Termination Charge will be those reasonable expenses incurred by Qwest through the date of termination including, but not limited to, the standard installation charges for the Service, regardless of any waivers or promotions extended to Customer based on its completion of the Service Term.

(c) If that termination is during the Minimum Service Period, Customer will pay a Termination Charge of 100% of the Service MRCs being terminated, multiplied by the number of months remaining in the Minimum Service Period, plus 25% of the MRCs multiplied by the number of months remaining in the Service Term after the Minimum Service Period. Service elements that can initially be ordered month-to-month will have a one-month Minimum Service Period.

(d) If that termination is after the Minimum Service Period, Customer will pay a Termination Charge of 25% of the MRCs multiplied by the number of months remaining in the Service Term.

(e) Service is no longer subject to a Termination Charge once it goes month-to-month after the completion of the Service Term.

(f) For moves to another building without an upgrade in transmission speed and moves to another building that include replacing FR with another Qwest-provided service with the same transmission speed as the disconnected FR, this clause applies instead of the Waiver Policy and the terms of this clause will be referred to as "Portability." The MRCs for the moved FR or new service will be those in effect at the time the FR or new service is installed. All MRCs apply for the moved FR or new service. TLA and a new MSP will be waived when Customer moves FR to another building. TLA will be waived and a new MSP will apply for moves to another building that include replacing FR with another Qwest-provided service. Portability only applies if all of the following conditions are met:

(i) The existing and new service are provided solely by Qwest,

(ii) The FR in the new building has a speed equal to the speed of the disconnected FR,

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- (iii) The request to disconnect the existing FR and the request for the service at the new location are received by Qwest at the same time and both requests reference Portability,
- ) Customer's request for the disconnect order for the existing service must reference the new connect order, and
  - ) The due date of the new connect order must be within 30 days of the due date of the disconnect order.

**4. Charges.**

4.1 Standard Rates for Service are set forth in the RSS and the Parties agree that the RSS Web pages containing the FR pricing are a part of this Service Exhibit. The actual Rates for any Service elements installed during the first 12 months of a multi-year Service Term (or during the 12 months on a 12-month Service Term) ("Phased-In Installation") will be those in effect in the RSS on the date the first Service element ordered under an Order Form is installed, as evidenced by Qwest records. Additions or changes to Service beyond the Phased-In Installation period will be at the then-current RSS Rates on the installation date. However, for Service Terms longer than 24 months, additions or changes in the last 6 months of the Service Term will be at the then-current month-to-month Rates in the RSS. At the conclusion of the Service Term, the Service will continue to be subject to the Agreement and this Service Exhibit; the Rates will revert to the then-current month-to-month Rates in the RSS, unless Service is renewed for a new Service Term on an Order Form. If Service is renewed for a new Service Term on an Order Form, the Rates will be those in effect at the time the Service is renewed, as evidenced by Qwest's records.

4.2 Nonstandard rates will be identified either by rate or discount contained in a pricing exhibit attached to or as an amendment to this Service Exhibit. In order to receive nonstandard rates, Customer must include the contract number in the Order Form for the Service.

**QWEST CORPORATION WHOLESALE DATA SERVICES AGREEMENT  
QWEST INTERSTATE GEOMAX SERVICE EXHIBIT**

1. **General; Definitions.** Qwest will provide and Customer will purchase Qwest interstate GeoMax® service ("GeoMax" or "Service") under the Agreement, this service exhibit ("Service Exhibit"), and Section 7.18 of the RSS (additional sections of the RSS may include information relevant to the Service), and at the locations specified on an accepted Order Form. Qwest may change the location number or other reference to the RSS section at any time. Despite any such change, the RSS section for Service remains part of this Service Exhibit. Service is subject to Tech Pub 77407 and to the SLA.

2. **Service.**

2.1 **Description.**

(a) GeoMax is a high-speed, high-capacity, multi-protocol, fiber-optic data transport service (the "Service") that utilizes Dense Wave Division Multiplexing ("DWDM") technology with 24/7 proactive network monitoring and competitive SLA. Service is bit rate and protocol independent, thus enabling the Service to support multiple customer protocols and applications on a single platform. GeoMax uniquely supports both native and proprietary protocols (e.g., IBM mainframes) as well as industry-standard protocols such as SONET and Ethernet.

(b) Qwest will provide, install, maintain, repair, operate, and have sole access to the equipment necessary for Service. Subject to Funding and special Construction, Qwest will pay the cost of purchasing and installing all fiber and equipment necessary for Service; but non-reusable or non-recoverable costs (as determined by Qwest) will be at an additional charge to Customer. Customer will be notified in writing of any such charges before purchasing the service. Fiber and equipment required for the installation and maintenance of the Service will remain the sole and exclusive property of Qwest or its assignee, and nothing contained in this Service Exhibit will give or convey to Customer any right, title, or interest whatsoever in such fiber and equipment, except as explicitly provided. Such fiber and equipment is and will remain personal property, notwithstanding that it may be, or become, attached to or embedded in realty.

(c) Qwest will monitor and manage the Service 24 hours a day, 365 days a year. Qwest will provide, at Qwest's own expense and at Customer's option, as part of the Service, an appropriate network port at a Customer premise to allow read-only access for network monitoring of Service. Qwest will provide the appropriate software and operating system requirements and specifications necessary to enable Customer to gain access to this optional feature. Customer will provide, at Customer's own expense, a terminal compatible with the Qwest equipment used to provision Service to allow read-only monitoring of the Service.

2.2 **Changes.** Qwest will provide the following types of changes to Service under the terms and conditions of the RSS provided Service is available at the speed(s) and location(s) requested and as long as the Funding requirements are met:

(a) **Additions to Service.** Service elements can be added at the Rates in effect on the installation date of the original Service. Service additions will be coterminous with the existing GeoMax system bandwidth capacity (i.e., will expire on the same date as the GeoMax system bandwidth capacity contract term regardless of when they are ordered), unless Customer orders the service element for a shorter contract term than the GeoMax system bandwidth capacity. In that case, GeoMax service elements will expire based upon its expiration date. New shelves; however, cannot be added to the Service within the last 12 months of the Agreement. If Customer requests additional shelves with fewer than 12 months remaining in the Term, Customer will be required to submit an Order Form, which includes a new Term. Customer agrees to pay all applicable charges related to the addition, including MRCs and NRCs in effect on the installation date of the original Service and Construction charges. Additions will be requested on an Order Form.

(b) **Moves.** Customer may move either the entire Service or a portion of the Service within the Qwest 14-state local service area. A move involves a change in the physical location of the point of termination at the customer's premises or the physical location of the customer's premises. Customer agrees to pay all then-current MRCs, NRCs, and any Construction charges related to the new service. Moves will be requested on an Order Form.

(c) **Upgrades.** Customer may upgrade either its entire Service or a portion of the Service to a higher system bandwidth capacity and a new Minimum Service Period will apply. Termination Charges may apply if Customer does not qualify for the Waiver Policy as outlined in the Agreement. NRCs will not apply to the upgraded lower speed services placed onto the new higher speed GeoMax if requested at the same time as the GeoMax upgrade. Otherwise, all then-current MRCs, NRCs, and any Construction charges related to the new service will apply. Upgrades will be requested on an Order Form.

3. **Service Term; Termination.**

3.1 **Service Term.** This Service Exhibit will begin on the Agreement Effective Date (or the Amendment Effective Date if Customer adds this Service Exhibit after the Agreement Effective Date) and will continue until the expiration or termination of the last Service to expire (or terminate) under the terms of this Service Exhibit. Each Service ordered, including additions and renewals will have its own Minimum Service Period (per the Agreement) and Service Term (as indicated on an Order Form). If Customer does not issue an Order Form to renew Service to a new Service Term by the expiration of an existing Service Term, Service will continue under the terms of the Agreement and this Service Exhibit and revert to the then-current month-to-month Rates specified in the RSS.

3.2 **Termination.**

(a) Either party may terminate this Service or Service Exhibit in accordance with the Agreement and RSS. Customer will remain liable for charges accrued but unpaid as of the termination date. If Service is terminated before conclusion of the Service Term either by Qwest for Cause or by Customer for Convenience, then Customer will also be liable for a Termination Charge as follows:

(i) If the termination occurs during the Minimum Service Period, Customer will pay all accrued and unpaid charges for Service provided through the effective date of that termination plus a Termination Charge of 100% of the MRCs for the terminated Service

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multiplied by the number of months remaining in the Minimum Service Period, plus 70% of the MRCs for the terminated Service multiplied by the number of months after the Minimum Service Period remaining in the initial Service Term.

) If the termination occurs after the Minimum Service Period, Customer will pay for all accrued and unpaid charges for Services provided through the effective date of such termination plus a Termination Charge of 70% of the MRCs for the terminated Service multiplied by the number of months remaining in the initial Service Term.

(b) Service is no longer subject to a Termination Charge once it goes month-to-month after the completion of the Service Term.

**4. Charges.**

4.1 Standard Rates for Service are set forth in the RSS and the Parties agree that the RSS Web pages containing the GeoMax pricing are a part of this Service Exhibit. Qwest may change the section number, Web page link, or other reference to this RSS section at any time. Despite any such change, the RSS section for Service remains part of this Service Exhibit. The actual Rates charged for Service will be those in effect in the RSS on the installation date of Service as evidenced by Qwest records. If Service is renewed for a new Service Term on an Order Form, the Rates will be those in effect at the time the Service is renewed, as evidenced by Qwest's records. Service is subject to and Customer will pay to Qwest all applicable Qwest RSS interstate charges.

4.2 Nonstandard rates will be identified either by rate or discount contained in a pricing exhibit attached to or as an amendment to this Service Exhibit. In order to receive nonstandard rates, Customer must include the contract number in the Order Form for the Service.

**QWEST CORPORATION WHOLESALE DATA SERVICES AGREEMENT  
QWEST INTERSTATE HDTV-NET SERVICE EXHIBIT**

1. **General; Definitions.** Qwest will provide and Customer will purchase Qwest interstate HDTV-Net service ("HDTV-Net" or "Service") under the Agreement, this service exhibit ("Service Exhibit"), and Section 7.9 of the RSS (additional sections of the RSS may include information relevant to the Service), and at the locations specified on an accepted Order Form. Qwest may change the section number or other reference to the RSS section at any time. Despite any such change, the RSS section for Service remains part of this Service Exhibit. Capitalized terms not defined in this Service Exhibit are defined in the Agreement. Service is subject to Tech Pub 77401.

2. **Service.**

2.1 **Description.** HDTV-Net is a one-way, point-to-point digital video transport solution. It is provided over standard fiber optic facilities for transporting digital video signals that have been encoded to 19.4 Mbps, 270 Mbps, or 1.485 Gbps. HDTV-Net has transport conformation quality in accordance with national industry standards. The Service and interface options available for HDTV-Net are as follows:

- (a) 19.4 Mbps service utilizes a Synchronous Serial Interface ("SSI").
- (b) 270 Mbps service has two interface options: Serial Digital Interface ("SDI") and Digital Video Broadcast - Asynchronous Serial Interface ("DVB-ASI").
- (c) 1.485 Gbps service utilizes a High Definition - Serial Digital Interface ("HD-SDI").

2.2 Customer will provide a standard electrical input signal using the appropriate coaxial cable connection to the Qwest SSI (19.4 Mbps), SDI (270 Mbps), DVB-ASI (270 Mbps), or HD-SDI (1.48 Gbps) Video equipment.

2.3 Customer is responsible for compression and encoding of the video stream while Qwest provides the transport without making any changes to the content of the signal.

2.4 **Changes.** Qwest will provide the following types of changes to Service under the terms and conditions of the RSS provided Service is available at the speed(s) and location(s) requested and as long as the Funding requirements are met:

- (a) **Moves.** Customer may move either the entire Service or a portion of the Service within Qwest's 14-state local service area. A move involves a change in the physical location of the point of termination at the customer's premises or the physical location of the customer's premises. Customer agrees to pay all then-current MRCs, NRCs, and any Construction charges related to the new service. Moves will be requested on an Order Form.
- (b) **Upgrades.** Customer may upgrade either their entire Service or a portion of the Service to a higher system bandwidth capacity and a new Minimum Service Period will apply. Termination Charges may apply if Customer does not qualify for the Waiver Policy as outlined in the Agreement. Otherwise, all then-current MRCs, NRCs, and any Construction charges related to the new service will apply. Upgrades will be requested on an Order Form.

3. **Service Term; Termination.**

3.1 **Service Term.** This Service Exhibit will begin on the Agreement Effective Date (or the Amendment Effective Date if Customer adds this Service Exhibit after the Agreement Effective Date) and will continue until the expiration or termination of the last Service to expire (or terminate) under the terms of this Service Exhibit. Each Service ordered, including options, additions, and renewals, will have its own Minimum Service Period (as defined in the Agreement) and Service Term (as indicated on an Order Form). If Customer does not issue an Order Form to renew Service to a new Service Term by the expiration of an existing Service Term, Service will continue under the terms of the Agreement and this Service Exhibit and revert to the then-current month-to-month rates specified in the RSS.

3.2 **Termination.**

(a) Either party may terminate this Service or Service Exhibit in accordance with the Agreement and RSS. Customer will remain liable for charges accrued but unpaid as of the termination date. If Service is terminated before conclusion of the Service Term either by Qwest for Cause or by Customer for Convenience, then Customer will also be liable for a Termination Charge as follows:

(i) If the termination occurs during the Minimum Service Period, Customer will pay all accrued and unpaid charges for Service provided through the effective date of that termination plus a Termination Charge of 100% of the MRCs for the terminated Service multiplied by the number of months remaining in the Minimum Service Period, plus 40% of the MRCs for the terminated Service multiplied by the number of months after the Minimum Service Period remaining in the initial Service Term.

(ii) If the termination occurs after the Minimum Service Period, Customer will pay for all accrued and unpaid charges for Services provided through the effective date of such termination, plus a Termination Charge of 40% of the MRCs for the terminated Service multiplied by the number of months remaining in the initial Service Term.

(b) Service is no longer subject to a Termination Charge once it goes month-to-month after the completion of the Service Term.

4. **Charges.**

4.1 Standard Rates for Service are set forth in the RSS and the Parties agree that the RSS Web pages containing the HDTV-Net pricing are a part of this Service Exhibit. The actual Rates charged for Service will be those in effect in the RSS on the installation date of Service as evidenced by Qwest records. If Service is renewed for a new Service Term on an Order Form, the Rates will be those in



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effect at the time the Service is renewed, as evidenced by Qwest's records. Service is subject to and Customer will pay to Qwest all applicable Qwest RSS interstate charges.

2 Nonstandard rates will be identified either by rate or discount contained in a pricing exhibit attached to or as an amendment to this service Exhibit. In order to receive nonstandard rates, Customer must include the contract number in the Order Form for the Service.

**QWEST CORPORATION WHOLESALE DATA SERVICES AGREEMENT  
QWEST INTERSTATE METRO OPTICAL ETHERNET SERVICE EXHIBIT**

1. **General; Definitions.** Qwest will provide and Customer will purchase Qwest Metro Optical Ethernet or QMOE<sup>®</sup> service ("Service" or "QMOE") under the Agreement, this service exhibit ("Service Exhibit") and Section 8.8 of the RSS (additional sections of the RSS may include information relevant to the Service), and at the locations specified on an accepted Order Form. Qwest may change the location number or other reference to the RSS section at any time. Despite any such change, the RSS section for Service remains part of this Service Exhibit. Service is subject to Tech Pub 77411 and to the SLA.

**2. Service.**

2.1 **Description.** QMOE is a flexible transport service that uses established Ethernet transport technology. QMOE provides connections between multiple Customer locations within a metropolitan area using native Ethernet protocol. The transmission speed depends on the Ethernet port ("Port") selected and the amount of bandwidth ordered over the Port ("Bandwidth Profile"). QMOE extends to the Demarcation Point. Service is available over three designs: (a) "Customer Premises," supporting transmission speeds as low as 5 Mbps and up to 1 Gbps in increments of 10 Mbps from 10 up to 100 Mbps, and in increments of 100 Mbps from 100 up to 1,000 Mbps; (b) "Central Office," supporting transmission speeds of up to 100 Mbps, 600 Mbps and 1,000 Mbps; and (c) "Ethernet with Extended Transport" (DS3 required and purchased separately from QMOE), supporting transmission speeds as low as 5 Mbps and up to 40 Mbps.

2.2 **Changes.** Customer may add or change Service with an Order Form. Subsequent Order Forms to add or change a Bandwidth Profile, Quality of Service or Protect Routing to an existing Service Term must be coterminous with the existing Service Term. Subsequent Order Forms to increase a QMOE Bandwidth during the Service Term, will not be assessed the QMOE Port NRC, unless the change in bandwidth requires a higher capacity QMOE Port that would result in a QMOE Port NRC; however, the MRC will be changed to the then-current QMOE Bandwidth Profile Charge specified in the RSS. Customer may subsequently decrease the QMOE Bandwidth Profile as low as the originally configured bandwidth without being assessed a Termination Charge. If Customer chooses to decrease the QMOE Bandwidth to a lower bandwidth than originally agreed to before the expiration date of the Service Term, Termination Charges will apply.

2.3 **Moves.** Customer requests for a physical move of Service to a new location will be treated as a termination of service at the original location. NRCs will apply and Minimum Service Period requirements must be met in the new location. If the remainder of the original Service Term is not long enough after the effective date of the move to meet the Minimum Service Period for the moved Service, then Customer must select a new Service Term. Customer requests for a physical move of Service to a location within the same building as the existing Service will be charged a fee equal to one half the applicable NRC charge.

**3. Service Term; Termination.**

3.1 **Service Term.** This Service Exhibit will begin on the Effective Date of the Agreement (or an amendment to the Agreement if Customer adds this Service Exhibit after the Effective Date of the Agreement) and will continue until the expiration or termination of the Service to expire (or terminate) Service. Each Service ordered, including additions and renewals will have its own Minimum Service Period (as defined in the Agreement) and Service Term (as indicated on an Order Form). If Customer does not issue an Order Form to renew Service to a new Service Term by the expiration of an existing Service Term, Service will continue under the terms of the Agreement and this Service Exhibit and revert to the then-current month-to-month Rates specified in the RSS.

**3.2 Termination.**

(a) Either party may terminate Service or this Service Exhibit in accordance with the Agreement and RSS. Customer will remain liable for charges accrued but unpaid as of the termination date. If, prior to the conclusion of the Service Term, Service or this Service Exhibit is terminated either by Qwest for Cause or by Customer for Convenience, then Customer will also be liable for any Termination Charges.

(b) If that termination is before the date Service is available for use, the Termination Charge will be those reasonable expenses incurred by Qwest through the date of termination including, but not limited to, the standard installation charges for the Service, regardless of any waivers or promotions extended to Customer based on its completion of the Service Term.

(c) If that termination is during the Minimum Service Period, Customer will pay a Termination Charge of 100% of the Service MRCs being terminated, multiplied by the number of months remaining in the Minimum Service Period, plus 40% of the MRCs multiplied by the number of months remaining in the Service Term after the Minimum Service Period.

(d) If that termination is after the Minimum Service Period, Customer will pay a Termination Charge of 40% of the MRCs multiplied by the number of months remaining in the Service Term.

(e) Service is no longer subject to a Termination Charge once it goes month-to-month after the completion of the Service Term.

**4. Rates.**

4.1 Standard Rates for Service are set forth in the RSS and the Parties agree that the RSS Web pages containing the QMOE pricing are a part of this Service Exhibit. The actual Rates for any Service elements installed during the first 12 months of the Service Term will be those in effect in the RSS on the date the first Service element ordered under an Order Form is installed, as evidenced by Qwest records ("Phased-In Installation"). Additions or changes to Service beyond the Phased-In installation period will be at the then-current RSS Rates on the installation date. If Service is renewed for a new Service Term on an Order Form, the Rates will be those in effect at the time the Service is renewed, as evidenced by Qwest's records.

4.2 Nonstandard rates will be identified either by rate or discount contained in a pricing exhibit attached to or as an amendment to this Service Exhibit. In order to receive nonstandard rates, Customer must include the contract number in the Order Form for the Service.

**QWEST CORPORATION WHOLESALE DATA SERVICES AGREEMENT  
QWEST INTERSTATE SELF-HEALING NETWORK SERVICE EXHIBIT**

1. **General; Definitions.** Qwest will provide and Customer will purchase Qwest interstate Self-Healing Network Service ("SHNS" "Service") under the Agreement, this service exhibit ("Service Exhibit"), and Section 15 of the RSS (additional sections of the RSS may include information relevant to the Service), and at the locations specified on an accepted Order Form. Qwest may change the section number or other reference to the RSS section at any time. Despite any such change, the RSS section for Service remains part of this Service Exhibit. Service is subject to Tech Pub 77332 and the SLA.

2. **Service.**

2.1 **Description.**

(a) SHNS offers a dedicated, customer-specific service arrangement that provides high capacity digital services between multiple customer-designated locations ("Access Nodes") within a local access transport area and a minimum of one Qwest wire center. A minimum of three nodes is required, where at least one of the nodes must be located in a Qwest wire center. Each circuit is then configured to travel around a ring and drop at any two nodes on the ring. The ring can support multiple bandwidths and will allow a variety of interfaces within the same ring.

(b) SHNS, using SONET technology and is available at system capacity bandwidths of: 155.52 Mbps (OC-3), 622.08 Mbps (OC-12), 2.488 Gbps (OC-48), and 9.953 Gbps (OC-192). The Add-Drop Multiplexers ("ADM") configuration is to be used in unidirectional path-protection switching architecture. SHNS is available throughout Qwest serving areas and contemplates the use of existing facilities. There may be occasions where the Service is not available due to facilities limitations, or where it may be necessary to construct such facilities, and special Construction charges may apply.

(c) SHNS provides a failure-resistant telecommunications network consisting of two concentric fiber optic rings: (i) a clockwise ring, the working path, and (ii) a counterclockwise ring, the protection path. A combination of this fiber ring technology and a series of Intelligent Network Elements ("INEs") allow SHNS to automatically detect network failures and reconfigure around them. The INEs consist of ADMs and appropriate software to provide access from the Access Node on and off the SHNS ring. At the network interface, the customer can order desired ports. The node copies all entering data frames and sends one copy on the working path and another on the protection path in the opposite direction. At the receiving or destination node, frames on both paths are monitored and compared, and the frame with no, or the fewest number, of flawed bits is selected. In this way, if one of the rings goes down, the SHNS attempts to "heal" itself. Similarly, because the data travels in both directions around the ring, if a break occurs in both cables at one part of the ring, the data should still reach its destination.

(d) Customer has the option of purchasing Qwest's Ethernet over SONET ("EoS") ports for SHNS. EoS is subject to Tech Pub 77332. The Order Form will indicate if EoS port is being purchased by Customer. EoS is a protocol for the point-to-point, bi-directional, full duplex transmission of data over customer-purchased SONET-based facilities. EoS port allows for Ethernet to Ethernet interfaces and Ethernet to 155.52 Mbps, 622.08 Mbps, or 2.488 Gbps SONET interfaces. EoS port is available at port speeds of 10 Mbps, 100 Mbps, or 1 Gig (1000 Mbps). It may connect to other Qwest-provided Ethernet services (i.e., GeoMax Ethernet port or QMOE® service) where such connections are made at a Qwest wire center where equipment for each type of service co-exists. EoS ports are only available on a month-to-month basis.

(e) Customer must sign the FLEX-R third party leasing agreement when purchasing the Software Reconfiguration Capability ("SRC") option. The signed agreement must be received by Qwest prior to installation of the SRC option.

2.2 **Changes.** The following types of changes to Service will be provided under the terms and conditions of the RSS provided Service is available at the speed(s) and location(s) requested and as long as the Funding requirements are met:

(a) **Additions to Service.** Service elements can be added at the then-current RSS rates, and will be coterminous with the existing SHNS system bandwidth capacity (i.e., will expire on the same date as the SHNS system bandwidth capacity contract term regardless of when they are ordered), unless Customer orders the service element for a shorter contract term than the SHNS system bandwidth capacity. In this case, SHNS service elements will expire based upon its expiration date. Additions will be requested on an Order Form.

(b) **Moves.** Customer may move either the entire Service or a portion of the Service within Qwest's 14-state local service area. A move involves a change in the physical location of the point of termination at the customer's premises or the physical location of the customer's premises. Customer agrees to pay all then-current MRCs, NRCs, and any Construction charges related to the new service. Moves will be requested on an Order Form.

(c) **Upgrades.** Customer may upgrade either their entire Service or a portion of the Service to a higher system bandwidth capacity and a new Minimum Service Period will apply. Termination Charges may apply if Customer does not qualify for the Waiver Policy as outlined in the Agreement. NRCs will not apply to the upgraded lower speed services placed onto the new higher speed SHNS if requested at the same time as the SHNS upgrade. Otherwise, all then-current MRCs, NRCs and any Construction charges related to the new service will apply. Upgrades will be requested on an Order Form.

3. **Service Term; Termination.**

3.1 **Service Term.** This Service Exhibit will begin on the Agreement Effective Date (or the Amendment Effective Date if Customer adds this Service Exhibit after the Agreement Effective Date) and will continue until the expiration or termination of the last Service to expire (or terminate). Each Service ordered, including options, additions, and renewals, will have its own Minimum Service Period (per the Agreement) and Service Term (as indicated on an Order Form). If Customer does not issue an Order Form to renew Service to a

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new Service Term by the expiration of an existing Service Term, Service will continue under the terms of the Agreement and this Service Exhibit and revert to the then-current month-to-month Rates specified in the RSS.

**3.2 Termination.** Service under this section includes the optional features, if purchased.

(a) Either party may terminate this Service or Service Exhibit in accordance with the Agreement and RSS. Customer will remain liable for charges accrued but unpaid as of the termination date. If Service is terminated before conclusion of the Service Term either by Qwest for Cause or by Customer for Convenience, then Customer will also be liable for a Termination Charge as follows:

(i) Except for SHNS ports, if the termination occurs during the Minimum Service Period, Customer will pay all accrued and unpaid charges for Service provided through the effective date of that termination plus a Termination Charge of 100% of the MRCs for the terminated Service multiplied by the number of months remaining in the Minimum Service Period plus 70% of the MRCs for the terminated Service multiplied by the number of months after the Minimum Service Period remaining in the initial Service Term.

(ii) Except for SHNS ports, if the termination occurs after the Minimum Service Period, Customer will pay for all accrued and unpaid charges for Services provided through the effective date of such termination plus a Termination Charge of 70% of the MRCs for the terminated Service multiplied by the number of months remaining in the initial Service Term.

(iii) SHNS ports that are initially ordered month-to-month will have a one-month Minimum Service Period. If Customer terminates SHNS ports less than one month after the Service Acceptance Date, Customer will be charged for and agrees to pay for the full month of Service.

(b) Service is no longer subject to a Termination Charge once it goes month-to-month after the completion of the Service Term.

**4. Charges.**

**4.1** Standard Rates for Service are set forth in the RSS and the Parties agree that the RSS Web pages containing the SHNS pricing are a part of this Service Exhibit. The actual Rates charged for Service will be those in effect in the RSS on the installation date of Service as evidenced by Qwest records. If Service is renewed for a new Service Term on an Order Form, the Rates will be those in effect at the time the Service is renewed, as evidenced by Qwest's records. Service is subject to and Customer will pay to Qwest all applicable Qwest RSS interstate charges.

**4.2** Nonstandard rates will be identified either by rate or discount contained in a pricing exhibit attached to or as an amendment to this Service Exhibit. In order to receive nonstandard rates, Customer must include the contract number in the Order Form for the Service.

**QWEST CORPORATION WHOLESALE DATA SERVICES AGREEMENT  
QWEST INTERSTATE SYNCHRONOUS SERVICE TRANSPORT SERVICE EXHIBIT**

1. **General; Definitions.** Qwest will provide and Customer will purchase Qwest interstate Synchronous Service Transport service "SST" or "Service") under the Agreement, this service exhibit ("Service Exhibit"), and Section 7.14 of the RSS (additional sections of the RSS may include information relevant to the Service), and at the locations specified on an accepted Order Form. Qwest may change the section number or other reference to the RSS section at any time. Despite any such change, the RSS section for Service remains part of this Service Exhibit. Service is subject to Tech Pub 77346 and the SLA.

2. **Service.**

2.1 **Description.**

(a) SST is a point-to-point, broadband, private line that provides dedicated bandwidth on single-mode, fiber-optic cable employing carrier-class equipment. SST uses SONET technology for transmission at system bandwidths of 155.52 Mbps (OC-3), 622.08 Mbps (OC-12), 1.244 Gbps (OC-24), 2.488 Gbps (OC-48), and 9.953 Gbps (OC-192). Customer can purchase DS-1, DS-3, STS-1, OC-3, OC-12, or OC-48 channel interfaces over their SST system. These channel interfaces are only available on a month-to-month basis. SST is also available over Qwest GeoMax<sup>®</sup> (under separate exhibit) service to provide DS1 and DS3 connectivity. GeoMax is purchased under a separate exhibit.

(b) Customer may order Central Office Multiplexing at DS3, STS1, or OC3 speeds. "Central Office Multiplexing" is an arrangement that converts a 44.736 Mbps Service channel to twenty-eight 1.544 Mbps channels, a 155.52 Mbps channel to three 44.736 Mbps channels or any combination of 1.544 Mbps channels or 44.736 Mbps channels not exceeding the capacity as described in the RSS.

(c) Customer has the option of purchasing Qwest's Ethernet over SONET ("EoS") port for SST. The Order Form will indicate if EoS is being purchased by Customer. EoS is a protocol for the point-to-point, bi-directional, full duplex transmission of data over customer-purchased SONET-based facilities. EoS port allows for Ethernet to Ethernet interfaces and Ethernet to 155.52 Mbps, 622.08 Mbps, or 2.488 Gbps SONET interfaces. EoS port is available at port speeds of 10 Mbps, 100 Mbps, or 1 Gig (1000 Mbps). It may connect to other Qwest-provided Ethernet services (i.e., GeoMax Ethernet port or QMOE<sup>®</sup> service) if such connections are made at a Qwest wire center and if equipment for each type of service co-exists. EoS port is only available on a month-to-month basis.

(d) Customer may also purchase Qwest's SHARP or Optical SHARP as an optional feature on SST. SHARP is subject to Tech Pub 77340. SHARP offers backup transmission facilities for Customer's SST. SHARP provides a secondary (or protect) path on fiber-optic facilities between the serving wire center and the Qwest point of termination located at the Customer designated premises. Qwest provides a physically separate protect path via a Qwest-designated alternate serving wire center, where available. The protect path will use the same cable entrance into the building as the primary path unless the building owner provides two physically separated cable entrances into the building. Should the working path or Qwest's electronics fail or the Service performance becomes impaired, the digital facility will automatically switch to the secondary path in order to maintain a near-continuous flow of information between customer locations. A protect path is only guaranteed when a Qwest-provided SST remote node is in service at the customer premises.

2.2 **Changes.** Qwest will provide the following types of changes to Service under the terms and conditions of the RSS provided Service is available at the speed(s) and location(s) requested and as long as the Funding requirements are met:

(a) Additions to Service. Service elements can be added at the then-current RSS rates, and will be coterminal with the existing SST system bandwidth capacity (i.e., will expire on the same date as the SST system bandwidth capacity contract term regardless of when they are ordered), unless Customer orders the service element for a shorter contract term than the SST system bandwidth capacity. In this case, SST service elements will expire based upon its expiration date. Additions will be requested on an Order Form.

(b) Moves. Customer may move either the entire Service or a portion of the Service within Qwest's 14-state local service area. A move involves a change in the physical location of the point of termination at the customer's premises or the physical location of the customer's premises. Customer agrees to pay all then-current MRCs, NRCs, and any Construction charges related to the new service. Moves will be requested on an Order Form.

(c) Upgrades. Customer may upgrade either their entire Service or a portion of the Service to a higher system bandwidth capacity and a new Minimum Service Period will apply. Termination Charges may apply if Customer does not qualify for the Waiver Policy as outlined in the Agreement. NRCs will not apply to the upgraded lower speed services placed onto the new higher speed SST if requested at the same time as the SST upgrade. Otherwise, all then current MRCs, NRCs and any Construction charges related to the new service will apply. Upgrades will be requested on an Order Form.

3. **Service Term; Termination.**

3.1 **Service Term.** This Service Exhibit will begin on the Agreement Effective Date (or the Amendment Effective Date if Customer adds this Service Exhibit after the Agreement Effective Date) and will continue until the expiration or termination of the last Service to expire (or terminate) under the terms of this Service Exhibit. Each Service ordered, including options, additions, and renewals, will have its own Minimum Service Period (per the Agreement) and Service Term (as indicated on an Order Form). If Customer does not issue an Order Form to renew Service to a new Service Term by the expiration of an existing Service Term, Service will continue under the terms of the Agreement and this Service Exhibit and revert to the then-current month-to-month Rates specified in the RSS.

3.2 **Termination.** Service under this section includes the optional features, if purchased.

**QWEST CORPORATION WHOLESALE DATA SERVICES AGREEMENT  
QWEST INTERSTATE SYNCHRONOUS SERVICE TRANSPORT SERVICE EXHIBIT**

(a) Either party may terminate this Service or Service Exhibit in accordance with the Agreement and RSS. Customer will remain liable for charges accrued but unpaid as of the termination date. If Service is terminated before conclusion of the Service Term either by Qwest for Cause or by Customer for Convenience, then Customer will also be liable for a Termination Charge as follows:

(i) Except for SST ports, if the termination occurs during the Minimum Service Period, Customer will pay all accrued and unpaid charges for Service provided through the effective date of that termination plus a Termination Charge of 100% of the MRCs for the terminated Service multiplied by the number of months remaining in the Minimum Service Period, plus 70% of the MRCs for the terminated Service multiplied by the number of months after the Minimum Service Period remaining in the initial Service Term.

(ii) Except for SST ports, if the termination occurs after the Minimum Service Period, Customer will pay for all accrued and unpaid charges for Services provided through the effective date of such termination plus a Termination Charge of 70% of the MRCs for the terminated Service multiplied by the number of months remaining in the initial Service Term.

(iii) SST ports that are initially ordered month-to-month will have a one-month Minimum Service Period. If Customer terminates SST ports less than one month after the Service Acceptance Date, Customer will be charged for and agrees to pay for the full month of Service.

(b) Service is no longer subject to a Termination Charge once it goes month-to-month after the completion of the Service Term.

**4. Charges.**

4.1 Standard Rates for Service are set forth in the RSS and the Parties agree that the RSS Web pages containing the SST pricing are a part of this Service Exhibit. The actual Rates charged for Service will be those in effect in the RSS on the installation date of Service as evidenced by Qwest records. If Service is renewed for a new Service Term on an Order Form, the Rates will be those in effect at the time the Service is renewed, as evidenced by Qwest's records. Service is subject to and Customer will pay to Qwest all applicable Qwest RSS interstate charges.

4.2 Nonstandard rates will be identified either by rate or discount contained in a pricing exhibit attached to or as an amendment to this Service Exhibit. In order to receive nonstandard rates, Customer must include the contract number in the Order Form for the Service.