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

November 10, 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 8 to the Qwest Total Advantage Agreement which was filed under Docket UT-050304. Also enclosed is a verified statement.

Please call Joyce McDonald on 206-345-1514 if you have any questions or require any additional information.

Very truly yours,



for Mark Reynolds

Enclosures

STATE OF WASH.
UTIL. AND TRANSP.
COMMISSION
2009 NOV 12 AM 10:32
REGISTRY MANAGEMENT
EARTHQUAKE

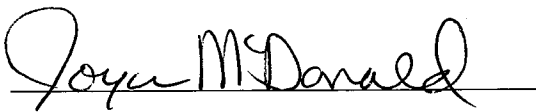
VERIFIED STATEMENT OF AFFILIATED INTEREST TRANSACTION

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 8 to the Qwest Total Advantage Agreement describes the affiliate arrangement between Qwest Corporation and Qwest Communications Company, LLC.

A handwritten signature in cursive script, reading "Joyce L. McDonald", is written over a horizontal line.

Joyce L. McDonald

Dated at Seattle this 10th day of November, 2009.

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

THIS AMENDMENT NO. EIGHT (this "Amendment") by and between **Qwest Communications Company, LLC** ("Qwest" or "QCC") f/k/a Qwest Communications Corporation and **Qwest Corporation** ("Customer"), hereby amends the Qwest Total Advantage Agreement, Qwest Content ID: 106204, 120833, 129554, 150899, 187629, 188811, 202656, and 295593, 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. Electronic signatures on this Amendment will be accepted only in the form and manner prescribed by Qwest.

CUSTOMER: QWEST CORPORATION

By: [Signature]
Name: Steven Swand
Title: VP - Finance
Date: 11/9/09

QWEST COMMUNICATIONS COMPANY, LLC

By: [Signature]
Name: Warren Mickens
Title: VP - Customer Service Ops.
Date: 11/09/09

Qwest and Customer wish to amend the Agreement as follows:

1. Term and Revenue Commitment. By checking one of the boxes below, Customer indicates whether it is increasing the length of its existing Term and/or increasing the amount of its existing Revenue Commitment as set forth in the Agreement. Customer understands and agrees that it may not decrease the length of its existing Term or reduce the amount of its existing Revenue Commitment.

- No Changes.** Customer's existing Initial Term, existing Revenue Commitment, and existing QTA Discount as set forth in the Agreement will remain in effect.
- New Initial Term.** The parties agree to start a new Initial Term that begins on the Amendment Effective Date. Customer's existing Revenue Commitment; new Revenue Commitment Term (if such phrase is used in the Agreement) or new Term (if the phrase "Revenue Commitment Term" is not used in the Agreement); and new QTA Discount are: not applicable.
- Extension of the Initial Term.** The parties agree to extend the existing Initial Term, which will retain the Agreement's existing Effective Date. Customer's existing Revenue Commitment; new Revenue Commitment Term (if such phrase is used in the Agreement) or new Term (if the phrase "Revenue Commitment Term" is not used in the Agreement); and new QTA Discount are not applicable.
- New Revenue Commitment.** Customer's new Revenue Commitment; existing Revenue Commitment Term (if such phrase is used in the Agreement) or existing Term (if the phrase "Revenue Commitment Term" is not used in the Agreement); and new QTA Discount are not applicable.
- New Revenue Commitment and New Initial Term.** The parties agree to reduce the Revenue Commitment and start a new Initial Term that begins on the Amendment Effective Date. Customer's new Revenue Commitment; new Revenue Commitment Term (if such phrase is used in the Agreement) or new Term (if the phrase "Revenue Commitment Term" is not used in the Agreement); and new QTA Discount are \$3,000,000/year; 3 years; (Code: 192503).
- Extension of Initial Term and New Revenue Commitment.** The parties agree to extend the existing Initial Term, which will retain the Agreement's existing Effective Date, and increase the Revenue Commitment. Customer's new Revenue Commitment; new Revenue Commitment Term (if such phrase is used in the Agreement) or new Term (if the phrase "Revenue Commitment Term" is not used in the Agreement); and new QTA Discount are not applicable.

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

2. Addition of Services. By checking the box below, Customer indicates it is adding a new Service to the Agreement. If the box is not checked below, Customer's existing Services as set forth in the Agreement will remain in effect.

- New Service(s) is/are being added.** Customer requests the following new Services:
 - **DOMESTIC QWEST IQ NETWORKING™ SERVICE EXHIBIT**
 - **QWEST IQ® SIP TRUNK SERVICE EXHIBIT**

Customer requests through this Amendment to add new Service(s) and corresponding new Service Exhibit(s) to the Agreement. The Services set forth in the Service Exhibit(s) attached to this Amendment will be added to, and constitute a part of, the Agreement and the existing Services. When Customer adds new Service, the following rates will apply: (a) if Service is subject to a promotion, the promotional net rate; (b) if rates are Dynamic Rates, (i) the rates in effect at the time the Agreement was signed if the original

376048, amending OMR(s): 1108391, 1103445
Contract Code: 192503

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Agreement Effective Date still applies, (ii) the rates in effect at the time of the Amendment Effective Date if a new Initial Term is selected, or (iii) the rates in effect at the time the Agreement renewed; and (c) if the rates are Static Rates, the then-current rates. The definition of Services in the Agreement will include the Services in the Service Exhibits attached to this Amendment.

3. Modifications. To the extent that the following provisions are not already in the Agreement or in a previous amendment, they are added through this Amendment. The Agreement is amended as follows:

3.1 General

(a) Customer must not remit payment for the Services by funds obtained through the American Recovery and Reinvestment Act (or ARRA) or other similar stimulus grants or loans that would obligate Qwest to provide certain information or perform certain functions unless those functions and obligations are specifically included and agreed to by the parties elsewhere in the Agreement or in an amendment to the Agreement.

3.2 Modifications to existing Domestic Voice Service:

(a) The following section is added to the Domestic Voice Service Exhibit:

5. Non-Completed Calls. "Non-completed Call Percentage Threshold" means 30% of all attempted calls, both completed and non-completed. If the percentage of Customer's calls that do not complete (out of all attempted calls) meets or exceeds the Non-completed Call Percentage Threshold for any given monthly billing cycle, Qwest may, upon 30 calendar days' notice to Customer, disconnect any and all circuit(s) providing Service on which the Non-completed Call Percentage Threshold was exceeded.

(b) The table in the Domestic Voice Pricing Attachment that is labeled: "Domestic Interstate Outbound Long Distance Dedicated Origination – Switched Termination and Toll Free Switched Origination – Dedicated Termination" is deleted in its entirety and replaced with the below two tables:

Domestic Interstate Outbound Long Distance	Per Minute Net Rate
<i>Origination - Termination</i>	
Dedicated – Switched	\$0.0120

Domestic Interstate Toll Free	Per Minute Net Rate
<i>Origination - Termination</i>	
Switched - Dedicated	\$0.0120

3.3 Modifications to existing Intelligent Pre-Route Service Exhibit:

(a) The rate for the IPR Per Call fee for QTA Agreement with 3 years Term, found in the table in the existing Intelligent Pre-Route Service Exhibit Pricing Attachment is hereby deleted and replaced with the following rate. All other rates in the table remain as is:

IPR Components	Per Call Fee for QTA Agreement with 1 year Term	Per Call Fee for QTA Agreement with 2 year Term	Per Call Fee for QTA Agreement with 3 year Term	Unit NRC
IPR per call fee	\$0.045	\$0.04	\$0.02	

4. Miscellaneous. This Amendment will be effective as of the date it is executed by Qwest after the Customer's signature (the "Amendment Effective Date") and be deemed incorporated by reference into the Agreement. All other terms and conditions in the Agreement will remain in full force and effect and be binding upon the parties. This Amendment and the Agreement set forth the entire understanding between the parties as to the subject matter herein, and in the event there are any inconsistencies between the two documents, the terms of this Amendment will control.

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DOMESTIC QWEST IQ[®] NETWORKING SERVICE EXHIBIT**

1. General; Definitions. Capitalized terms not defined herein are defined in the Agreement. Qwest will provide Domestic Qwest IQ Networking Service ("Service") under the terms of the Agreement and this Service Exhibit.

"Mail Bagging" is the process of storing e-mails for later delivery when Customer's primary mail server is unavailable.

"Net Rate" is in lieu of all other rates, discounts, and promotions, including the QTA Discount.

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

"SLA" means the service level agreement specific to the Service, located at <http://www.qwest.com/legal/>, which is subject to change.

"Start of Service Date" means the date Qwest notifies Customer that the Service is provisioned and ready for use

2. Service.

2.1 Description. Service is a data and IP solution that is designed for private communications between Customer's sites or public Internet connectivity. Service includes ports and features, and the rate of data transmission and features will vary depending upon the specific type of port ("Port") ordered. Service is subject to the Qwest IQ Networking SLA, which provides Customer's sole remedy for any service interruptions or deficiencies. Qwest reserves the right to amend the SLA effective upon posting to the website or other notice to Customer. Unless the parties otherwise agree in writing, Customer has sole responsibility for ordering, securing installation and ensuring proper operation of any and all equipment required to enable Customer to receive the Service. For purposes of this Service Exhibit, "Order Form" means an electronic order confirmation process using an architecture confirmation document ("ACD") or other document that Customer and Qwest mutually agree to prior to submitting a Service order request. Qwest must approve each Order Form and Customer must send it via e-mail, fax, or other Qwest-approved electronic process to Qwest. Subject to availability, Qwest will use commercially reasonable efforts to secure domain names and assign Internet address space for the benefit of Customer during the term. Neither Customer nor any End Users will own or route these addresses. Qwest owns all such IP addresses and, upon termination of Service, Customer's access to the IP addresses will cease.

2.2 Ports. Ports are available in a variety of speeds, ranging from 56 Kbps to 2.4 Gbps, and in three unique Port types. Different features are included within each Port type. The local access connection between a Customer location and a Port is provided pursuant to the Local Access Service Exhibit. The three Port types are:

(a) Internet Port. Internet Ports provide Customer locations with connectivity to the Internet. If Customer is using frame relay access to an Internet Port, Customer is permitted to burst beyond the applicable Committed Information Rate ("CIR") to full Port speed based upon bandwidth availability.

(b) Private Port. Private Ports provide WAN connectivity between Customer locations. Customer may allocate traffic to point-to-point layer 2 Virtual Private LAN ("VPLS") or layer 3 Multi Protocol Label Switching ("MPLS") connections with template-based Quality of Service ("QoS") traffic prioritization (a description of QoS features is available upon request). QoS with Ethernet Private Ports carrying any real-time traffic (e.g., voice, video) is only available on 1000 Mbps Ports and the access must be ELA over SONET. 10 Mbps and 100 Mbps ELA over SONET access and all ELA-Native access are unsuitable for real-time traffic due to the potential for packet loss on the access circuit. If there is no real-time traffic, Customer may request QoS for Private Ports that use ELA Native access or 10 Mbps or 100 Mbps ELA over SONET access, but the SLA will not apply. If packet loss on these access circuits causes unacceptable application performance, Customer's only remedy is to upgrade to 1000 Mbps ELA over SONET access under the terms and conditions of the Local Access Service Exhibit. Private Ports may have traffic allocated to a maximum of five different point-to-point layer 2 VPLS instances, or layer 3 MPLS Closed User Groups ("CUGs"). Private Ports with VPLS are supported on Qwest-certified Cisco equipment and are limited to the following connection and encapsulation methods: Ethernet 10 Mbps, 100 Mbps, 1000 Mbps with Ethernet encapsulation; DS1 and DS3 with Frame Relay encapsulation, and OC3 with ATM encapsulation. The following features are not available with Private Ports with VPLS: (i) usage reports; (ii) the Precise Burstable or Data Transfer pricing methodologies; (iii) the SLA's Reporting Goal; (iv) VPN Extensions; and (v) End-to-End Performance Reporting.

(c) Enhanced Port. Enhanced Ports provide all of the functionality of both an Internet Port and a Private Port in a consolidated communications solution. Enhanced Ports may have traffic allocated to a maximum of five different point-to-point layer 2 connections or layer 3 MPLS CUGs.

2.3 Secure IP Gateway. Secure IP Gateway ("SIG") is an optional feature that is available with Enhanced Ports. Secure IP Gateway brings more functionality to Enhanced Port(s) by adding a network-based firewall feature. SIG enforces Customer-defined Network Address Translation ("NAT") policies and firewall rule sets. If SIG is configured on any port within a Customer CUG, then all ports within the CUG must be Enhanced Ports.

2.4 Mail Bagging. Customer may order Mail Bagging in connection with Internet Ports. Mail Bagging automatically attempts to send any stored e-mails to Customer for up to 72 hours, after which the stored e-mail will be deleted. Mail Bagging is provided on a month to month basis and either party may cancel those services with 30 days written notice to the other party. Mail Bagging is not subject to the SLA. Qwest reserves the right to modify the Mail Bagging service, including without limitation, rates and charges, upon 30 calendar days prior notice to Customer.

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2.5 End-to-End Performance Reporting. Customer may order End-to-End Performance Reporting in connection with Private Ports and the Private Port functionality of Enhanced Ports, except for Ports with VPLS. The End-to-End Performance Report feature collects data from Customer's traffic within its CUGs and measures availability, jitter, latency, and packet delivery between Customer's edge routers, between Qwest's routers, and between Customer's edge routers and Qwest's routers. End-to-End Performance Reporting is provided on a month-to-month basis and either party may cancel this service with 30 days' written notice to the other party. If Customer chooses to order End-to-End Performance Reporting, Customer must order it for all of its Private Ports and/or Enhanced Ports, and Customer agrees to include Qwest as a member of each CUG. Qwest will provide reports to Customer in the Qwest Control[®] portal. The data contained in the End-to-End Performance Reporting is measured differently than the goals contained in the SLA. This data is for informational purposes only and will not entitle Customer to any SLA credits.

2.6 Multicast. Multicast is an optional feature that enables IP multicast on the Qwest IP network and is available with Qwest IQ Networking Private Ports and the Private Port functionality of Enhanced Ports. Customer must configure its Customer Edge ("CE") devices with Qwest-designated multicast protocol specifications. Qwest allows up to ten sources of multicast traffic per Customer, but Qwest may permit a limited number of additional sources on an individual case basis and at its discretion. Customer must use the Qwest-designated IP address range for Customer's multicast applications.

2.7 VPN Extensions. A VPN Extension is an optional feature that is available with layer 3 MPLS Private Ports and Enhanced Ports. VPN Extension options consist of: (a) a Qwest-Managed VPN Extension or (b) a Customer-Managed VPN Extension, as described below. VPN Extensions are used to extend Customer's Layer 3 MPLS CUGS to Customer locations that are not served by Qwest's MPLS network ("Remote Location") by using IPsec over the public Internet. An IPsec tunnel is established between the Remote Location CPE and the Qwest IPsec gateway. Customer must obtain Qwest IP access or contract with a third party ISP for IP connectivity that includes a static public IP address. The following features are not available with VPN Extensions: (i) End-to-end Performance Reporting; (ii) QoS for outbound traffic that has left the CUG and is destined to a VPN extension; (iii) VPLS; and (iv) Multicast. VPN Extensions are not subject to the Qwest IQ Networking SLA. Qwest does not guarantee that data is delivered or that a user is given a guaranteed quality of service level or a certain priority. VPN Extensions require CPE and management services that are not provided as part of Qwest IQ Networking service. For any VPN Extension does not remain installed for 12 months from its Start of Service Date, Customer will pay to Qwest a Cancellation Charge equal to the standard NRC rate applicable to that VPN Extension unless the Port is canceled by Customer for Cause.

(a) Qwest-Managed VPN Extension. A Qwest-managed VPN Extension consists of either a managed firewall solution or a router solution. For purposes of this Service Exhibit, a "Qwest-managed" solution means that Customer must currently have or concurrently order Qwest Managed Firewall-VPN Service or Qwest Integrated Management Service. A firewall-based solution requires Customer to use the Qwest Managed Firewall-VPN Service, which provides the firewall that is located at Customer's Remote Location and the management of the IPsec tunnel between the firewall and the Qwest IPsec gateway. A router solution requires Customer-provided CPE ("Customer-provided CPE" is defined below) that is located at Customer's Remote location, and Customer must use Qwest Integrated Management Service for the management of the IPsec tunnel between the Customer-provided CPE and the Qwest IPsec gateway. Managed Firewall-VPN Service and Integrated Management Service are not included as part of Qwest IQ Networking service and must be ordered separately.

(b) Customer-Managed VPN Extension. A Customer-managed VPN Extension means that Customer will supply and manage the Customer-provided CPE that is located at Customer's Remote Location, and Customer will manage the IP Sec tunnel between the Customer-Provided CPE and the Qwest IPsec Gateway. Customer's use of Qwest technical support in connection with VPN Extensions is limited to Qwest facilitating the secure IPsec connection between Customer-provided CPE and the Qwest Secure IPsec gateway. Qwest will provide Customer with detailed configuration information for Qwest-approved IPsec-enabled Cisco routers (more detailed information is available upon request). Customer is entirely responsible for all router configuration requirements for Customer Managed VPN Extensions. This includes all configuration of access control lists and applicable LAN/WAN interfaces. Customer will purchase and support the CPE at its location. Qwest will facilitate Customer's secure connection between the CPE and the Qwest IPsec gateway.

(c) Customer-Provided CPE. "Customer-Provided CPE" means hardware, software, and other tangible equipment and intangible computer code contained therein that is provided by Customer (including CPE that Customer purchases from Qwest under a separate service offering) or any other third party for use with the VPN Extension Service by Customer. Customer may use Customer-Provided CPE with VPN Extension Service upon approval by Qwest. All Customer-Provided CPE must comply with the Qwest service configurations. The Customer-Provided CPE will be installed as designated by Qwest or as otherwise agreed upon by the parties. Customer will be solely responsible, and Qwest will have no responsibility or liability, for the installation, operation, maintenance, use and compatibility of Customer-Provided CPE. Customer will cooperate with Qwest in setting the initial configuration for the Customer-Supplied CPE interface with the VPN Extension Service and comply with Qwest's instructions in connection therewith.

d) Excluded Services. Qwest will not debug problems on, or configure any internal or external hosts or networks (e.g., routers, DNS servers, mail servers, WWW servers, and FTP servers, etc.) All communication regarding the Qwest VPN Extension service will be between Qwest and a Customer-approved site contact that has relevant experience and expertise in Customer's network operations.

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2.8 Key Port. Customer may choose to designate one Key Port within its Qwest IQ Networking network topology by notifying Qwest in writing of that request. A "Key Port" is a Qwest IQ Networking Port that must be available on the network before adding additional Qwest IQ Networking port locations. If Customer designates a Key Port, the installation of the Key Port will determine the timelines for the installation of related non-Key Port Qwest IQ Networking Ports.

2.9 Additional Disclaimer of Warranty. In addition to any other disclaimers of warranty stated in the Agreement, Qwest makes no warranty, guarantee, or representation, express or implied, that all security threats and vulnerabilities will be detected or that the performance of the Services will render Customer's systems invulnerable to security breaches. Customer is responsible for Customer's own network security policy (including applicable firewall and NAT policies) and security response procedures.

3. Term; Cancellation. This Service Exhibit will commence upon the Effective Date of the Agreement (or, if applicable, an amendment to the Agreement if this Service Exhibit is added to the Agreement after its Effective Date) and will remain in effect until canceled. Either party may cancel this Service Exhibit with at least 60 days prior written notice to the other party. For any Port that does not remain installed for 12 months from the Start of Service Date, Customer will pay to Qwest a Cancellation Charge equal to the standard NRC rate applicable to that Port unless the Port is canceled by Customer for Cause.

4. Charges.

4.1 Discounts. The Net Rate MRCs set forth in the Pricing Attachment will be used to calculate Contributory Charges.

4.2 Port Pricing. Customer may order multiple Ports with multiple pricing methodologies in accordance with the pricing methodologies set forth below. Customer may not change the pricing methodology (e.g., from Flat Rate to Precise Burstable) of a Port. Customer may: (a) upgrade a Port to a higher bandwidth within the same pricing methodology (e.g., from a DS1 to a DS3); or (b) upgrade a Port type to a higher Port type (e.g., from an Internet Port to a Private Port or an Enhanced Port) without incurring an early Cancellation Charge for the canceled Port. All upgraded Ports must remain installed for a minimum of 12 months from the date of the upgrade. If the upgraded Port does not remain installed for 12 months from the date of the upgrade, Customer will pay to Qwest a Cancellation Charge equal to the standard NRC rate applicable to the upgraded Port. In some cases an upgrade to a Port may trigger a Local Access charge under the Local Access Service Exhibit. Customer is obligated to pay all applicable MRCs and NRCs set forth in the Pricing Attachment. Charges will commence within five days of the Start of Service Date. The rates set forth in the Pricing Attachment do not include any costs associated with local access, CPE, or any other Services used in conjunction with Qwest IQ Networking Service, all of which are additional.

4.3 NRC Waiver. So long as Customer is not in default of any obligations under the Agreement, Qwest will waive the Install NRCs for Internet Ports and Private Ports that remain installed for at least 12 months. Enhanced Ports are not eligible for any waiver or discount off Install NRCs.

4.4 Pricing Methodologies. Customer understands that it cannot order international Service pursuant to this Service Exhibit. If Customer wishes to order any such international Services, Customer must execute a separate Service Exhibit.

(a) Flat Rate. The Flat Rate pricing methodology bills Customer a specified MRC for a given Port speed regardless of Customer's actual bandwidth utilization.

(b) Tiered. The Tiered pricing methodology caps Customer's bandwidth at the tier specified on an Order Form and bills the Customer a fixed MRC based on that bandwidth tier regardless of Customer's actual bandwidth utilization. No more than once per month, Customer may change its specific bandwidth tier (e.g., 192 Kbps to 384 Kbps, 384 Kbps to 256 Kbps) within the applicable Port classification (e.g., DS1, DS3), provided that Customer may not change its bandwidth from one Port classification to another (e.g., DS1 to DS3).

(c) Precise Burstable. Usage samples are taken every five minutes throughout the Customer's monthly billing cycle. Only one sample is captured for each five-minute period, even though there are actually two samples taken; one for inbound utilization and one for outbound utilization. The higher of these two figures is retained. At the end of the billing period, the samples are ordered from highest to lowest. The result is a database of over 8,000 samples. The top 5% of the samples (representing the top 5% of usage levels) are discarded. The highest remaining sample is used to calculate the usage level. This is the 95th percentile of peak usage. For each Precise Burstable Port ordered hereunder, Customer will pay an MRC calculated by multiplying Customer's 95th percentile of peak usage in a given month by the applicable MRC per Mbps. Within each Precise Burstable Port classification (e.g., DS1, DS3), Customer will be subject to the minimum usage amount set forth in the column heading of the applicable Precise Burstable pricing table ("Precise Burstable Minimum"). Customer will be billed the greater of the Precise Burstable Minimum or the actual charges based upon its 95th percentile of peak usage. Precise Burstable pricing is only available if Customer's premises-based router uses HDLC, PPP, or MLPPP line encapsulation.

(d) Data Transfer. Usage samples are taken every five minutes throughout the Customer's monthly billing cycle. Samples are taken for both in-bound utilization and out-bound utilization. Customer will be billed for the sum total of both inbound and outbound utilization. Charges are applied using a stepped or "metered" methodology such that Customer's traffic will be billed incrementally at each volume tier. For example, if Customer's total volume on a DS1 circuit is 10 GB, the first 7 GB of such total would be billed at the 0-7 GB tier, 376048, amending OMR(s): 1108391, 1103445

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and the remaining 3 GB would be billed at the 7.01-17 GB tier. For each Data Transfer Port ordered hereunder, Customer will pay an MRC calculated by multiplying Customer's volume of data transferred in a given month (in GBs) by the applicable MRC per GB. Within each Data Transfer Port classification (e.g., DS1, DS3), Customer will be subject to the minimum usage amount set forth in the column heading of the applicable Data Transfer pricing table ("Data Transfer Minimum"). Customer will be billed the greater of the Data Transfer Minimum or the actual charges based upon its actual volume of data transferred. Data Transfer pricing is only available if Customer's premises-based router uses HDLC, PPP, or MLPPP line encapsulation.

5. AUP. All use of the Services must comply with the AUP, posted at <http://www.qwest.com/legal/> and incorporated by reference into this Service Exhibit. Qwest may reasonably modify the AUP to ensure compliance with applicable laws and regulations and to protect Qwest's network and customers, and such change will be effective upon posting to the Web site. Any changes to the AUP will be consistent with the purpose of the AUP to encourage responsible use of Qwest's networks, systems, services, Web sites, and products.

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PRICING ATTACHMENT**

1. **Port Pricing Tables.** Pricing for Internet Ports is affected if access to the Port is over frame relay ("FR Access"). Pricing for Private Port and Enhanced Ports does not change depending on which type of access to the Port is used. Some Port types or Port speeds may not be available in all areas or with certain types of access. If Customer wishes to order domestic Qwest iQ Networking Service with a different bandwidth or pricing methodology than those contained in the below pricing tables, Customer must enter into a separate written amendment to this Agreement.

1.1 Flat Rate Pricing.

Flat Rate Private Port	Install NRC	Net Rate MRC
DS3	\$2,000.00	\$2,300.00

**QWEST TOTAL ADVANTAGE® AGREEMENT
QWEST IQ® SIP TRUNK SERVICE EXHIBIT**

1. General; Definitions. Capitalized terms not defined herein are defined in the Agreement. Qwest will provide Qwest IQ® SIP Trunk ("SIP Trunk" or "Service") under the terms of the Agreement and this Service Exhibit.

"ANI" means automatic number identification.

"Approved Connectivity" means a new Qwest IQ® Networking Private Port, Qwest IQ Networking Enhanced Port with Secure IP Gateway or Qwest IQ Networking Internet Port with QoS.

"Calling Party Number" (CPN) means the originating party's telephone number, as displayed on Caller ID (when Caller ID privacy is not restricted).

"Customer Environment" means Customer's data network/equipment and premises environment.

"IP" means Internet Protocol.

"ISS" means Information Services Schedule which can be found at http://tariffs.qwest.com:8000/idc/groups/public/documents/service_agreements/gcc_info_services.pdf and which is subject to change. The ISS contains the current rates for domestic and international Off-Net Calls and toll free calls.

"Local Session" means a Session used for the origination and termination of local telephone calls.

"MATR" means minimum average time requirement.

"Net Rates" are in lieu of all other rates, discounts, and promotions.

"Off-Net Calls" means any calls that are not (a) local calls, (b) 8xx outbound calls, or (c) On-Net Calls.

"On-Net Calls" means calls between the Service and any of Qwest IQ® SIP Trunk, Qwest IQ® Managed VoIP, Qwest® Broadband Phone Service, Qwest IQ® Analog and Digital VoIP, or Qwest IQ® Integrated Access services that are transmitted through the Service entirely over the Qwest IP network and not the PSTN or another carrier's IP network.

"Ported Telephone Number" means an existing telephone number that is currently subscribed to a local exchange carrier for local, local toll and/or long distances telecommunications services and ported to Qwest for use with the Service.

"PPU" means the location given by the Customer as the Primary Place of Use for a particular TN, Remote DID or 8xx TN.

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

"PSAP" means public safety answering point.

"PSTN" means public switched telephone network.

"QoS" means Quality of Service.

"Qwest-Approved 911 Location" means Customer's current 911 location that is displayed on the Qwest Q.Control™ Business portal (<https://qcontrol.qwest.com>), which may be the 911 location of a customer PPU, or an updated temporary location that Qwest has previously approved. Service may only be used at a Qwest-Approved 911 Location.

"Remote DID TN" means a telephone number in a rate center where the Customer may not have a physical presence. These telephone numbers are for inbound use only and do not support outbound calling, including emergency services.

"Session" means a single unit of simultaneous call capacity.

"SIP" means Session Initiation Protocol.

"SIP Diversion Header" means a header used to support PSTN redirecting services such as Call Forwarding.

"SLAs" means service level agreements posted at <http://www.qwest.com/legal/> which are subject to change.

"Start of Service Date" means the date Qwest notifies Customer that the Service is provisioned and ready for use.

"TN" means a telephone number.

"Trunk Group" means a group of Sessions used for local or usage-based voice services.

"Usage Session" means a Session used for the termination of inbound toll free or Remote DID service.

2. Service.

2.1 Description. Service provides the delivery of origination and termination of local, including 911, voice traffic and optionally long-distance, toll-free and Remote DID traffic via a SIP signaling interface enabled to the Customer Premise Equipment (CPE). All voice traffic will be delivered in an IP format over separately purchased Approved Connectivity.

2.2 Local, 8XX and On-Net Calls. Local calls, 8XX outbound calls, and On-Net calls are included in the Service MRC. The local calling service area that applies to a Service location is based on the area code and prefix assigned to the numbers for that location and does not depend on Customer's physical location.

2.3 Optional Services. The following optional services are available for the additional charges shown in the Pricing Attachment or other pricing document identified below.

(a) **Directory Assistance.** A flat per call charge applies to directory assistance.

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(b) **IP Diversity.** Customer may order more than one Qwest iQ Networking port for the purpose of maintaining diverse IP access to the Service. Redundant Qwest iQ Networking ports will be purchased separately under the Qwest Domestic Network Diversity Service Exhibit for an additional charge. In order for Customer to use Qwest iQ Networking port diversity with the Service Qwest must configure the Service to make use of the diverse ports. An IP Diversity NRC will apply for such configuration.

(c) **Directory Listings.** An additional MRC applies to each basic business white page listing of a telephone number. White page listings are not supported for Remote DIDs.

(d) **Off-Net Long-Distance:** Off-Net Calls are available at the per minute rates for domestic and international Long Distance service shown in the ISS. Additional per minute charges may apply to each Off-Net Call leg of a conference call.

(f) **Operator Services.** Available for calling or credit card billed calls only. No collect or third party billing calls are supported. Pricing for Operator Services is located in the FCC Operator Services Informational Tariff posted at: http://tariffs.qwest.com:8000/idc/groups/public/documents/tariff/htmltoc_fcc_ocr_osit.htm.

(g) **Dedicated VoIP Interconnect.** Dedicated VoIP Interconnect provides Customers using Qwest iQ Networking Private Ports or Qwest iQ Networking Enhanced Ports with completely separate VPN access to the first network element of the Service. An additional NRC and MRC apply for this Dedicated VoIP Interconnect option. Standard Service (i.e., without the Dedicated VoIP Interconnect option) provides customers using Qwest iQ Networking Private Ports or Qwest iQ Networking Enhanced Ports with shared VPN access to the same elements at no additional cost.

(h) **Remote DID.** Remote DID service is a usage billed service that provides Customer with a Remote DID TN in any rate center covered by the Service for inbound calling only. Remote DID TNs do not support outbound calling, including emergency services (911) calls.

(i) **SIP REFER.** SIP REFER allows Customer to transfer a call using a specific network protocol that causes the network to complete the call transfer rather than CPE.

(j) **Switch Diversity.** Customer may purchase optional switch diversity with the Service. Switch diversity divides Customer's Sessions between multiple network elements across separate network facilities in the Qwest network. Switch diversity does not provide diverse physical access to the Service.

(k) **Toll-Free:** Inbound Toll Free services are available with the Service. Qwest is required by the FCC to state in this Service Exhibit that Customer is prohibited from using any Toll Free TN, or other TN advertised or widely understood to be Toll Free, in a manner that would violate FCC rule 47 CFR 64.1504. Rates for domestic and international Toll Free service are in the ISS.

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

(a) **Site Conditions.** Customer Environment must meet certain performance specifications designated by Qwest to use the Service. Customer is responsible for ensuring that its Customer Environment is fully prepared for the convergence of voice and data services, and continuing to meet specifications designated by Qwest during the Term. Customer is responsible for fully understanding how changes in its data network will affect voice quality and reliability of the Service. The addition of new data network applications, increased usage, movement of Customer personnel, and equipment failures can all have an impact on Service using that network. Qwest has no liability for Service deficiencies or interruptions caused by failures or malfunctions in the Customer Environment. A Qwest representative will assist Customer in a technical interview to determine if the Customer Environment meets the specifications. Customer is responsible for providing all the necessary information to complete the technical interview. If Qwest determines in the technical interview that the Customer Environment does not meet the specifications needed to use the Service, Customer may terminate this Service Exhibit without liability for any Cancellation Charge.

(b) **Voice Services (Long Distance and Toll Free).** Qwest will provide the voice services under the terms of the Agreement, ISS, and this Service Exhibit.

(i) **Description; Service Guide and SLA.** Long Distance accepts domestic and international dedicated long distance traffic in IP format and converts such traffic for transmission across the telecommunications network. Toll Free accepts domestic and international toll free traffic and converts it into IP format for transmission to Customer. The voice services are dedicated offerings. The pricing for the voice services can be found in the ISS. All use of the voice services will comply with and be subject to the Services Guide and applicable sections of the SIP Trunk SLA, which is posted at <http://www.qwest.com/legal/>. Qwest reserves the right to refuse to accept, suspend, or limit any or all of Customer's IP traffic not complying with the Service Guide technical specifications or that Qwest believes is adversely affecting other customers on the Qwest network. The Service Guide is incorporated into this Service Exhibit by this reference. Qwest may reasonably modify the Service Guide to ensure compliance with applicable laws and regulations and to protect Qwest's network and customers, and such change will be effective upon posting to the Web site.

(ii) **Telemarketing.** With respect to any outbound Long Distance: (a) Per the Federal Trade Commission ("FTC"), telemarketers are required to transmit their telephone number to Caller ID services. As such, all telemarketers using Qwest commercial services are

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required to provide CPN/pseudo-CPN and a CGN provisioned with the service: IF A TELEMARKETER DOES NOT PROVIDE QWEST WITH A NUMBER FOR THIS PURPOSE, THE CALL WILL BE BLOCKED BY QWEST; and (b) Federal Do Not Calls rules require that companies that telemarket or engage in telephone solicitations adhere to the requirements set forth in 47 C.F.R. section 64.1200 (FCC) and 16 C.F.R. Part 310 (FTC). Please consult with your company's legal advisor for more information.

(iii) **Non-Completed Calls.** "Non-completed Call Percentage Threshold" means 30% of all attempted calls, both completed and non-completed. If the percentage of Customer's calls that do not complete (out of all attempted calls) meets or exceeds the Non-completed Call Percentage Threshold for any given monthly billing cycle, Qwest may, upon 30 calendar days notice to Customer, disconnect any and all circuit(s) providing Service on which the Non-completed Call Percentage Threshold was exceeded.

(iv) **International Toll Free.** International Toll Free Service "ITFS"/Universal International Freephone Number "UIFN" billing increments:

<u>ITFS/UIFN</u>	<u>Initial Billing Period</u>	<u>Incremental Billing Period</u>
Inbound International (excluding Mexico) to US	30 seconds	6 seconds
Inbound Canada to US	30 seconds	6 seconds
Inbound US to Canada	30 seconds	6 seconds
Inbound Mexico to US	60 seconds	60 seconds

ITFS/UIFN In certain countries, the following applications are not permitted for ITFS/UIFN: calling card, VRU (Voice Response Unit), operator services, third-country termination, dial tone, dial up access, dead air or any other response the individual carrier deems inappropriate to ITFS. Originating carriers treat all carriers equally regarding these restrictions. Restrictions on usage are imposed on all other carriers, including Qwest, by the originating carriers. ITFS service orders violating the restrictive guidelines of the originating carrier will not be processed by Qwest's ITFS/UIFN implementation group. Toll-free originating carriers finding usage in violation of their guidelines can, and will, block toll-free numbers on the originating side of the call without notice or appeal. Carriers may change their restrictions to be more restrictive without notice to Qwest. Information regarding which country has this type of limitation is located in the "ITFS/UIFN Availability Matrix". Qwest is able to supply a copy of the ITFS/UIFN Availability Matrix upon request.

Qwest cannot guarantee that all new ITFS/UIFN numbers are tested due to random voluntary testing of ITFS/UIFN numbers by the foreign PTTs. ITFS/UIFN numbers may be disconnected by foreign PTTs without advanced notification due to Customer fraudulent use or no usage. Customer agrees to maintain minimum usage for each number on a regular basis and adhere to the restricted application guideline (as stated in Availability Matrix). In situations when an ITFS/UIFN is disconnected by a foreign PTT, it is the Customer's responsibility to submit an order for a new number. Qwest does not guarantee that the same number can be re-instated. All PTT's reserve the right to decline, cancel, or change international services at any time with or without notice.

UIFN is a service which allocates 1 toll free number to be used in multiple foreign countries to call the United States and bill to the number in the United States. Countries which are currently available for UIFN are: Argentina, Australia, Belgium, Brazil, China, Denmark, Finland, France, Germany, Hong Kong, Hungary, Ireland, Israel, Italy, Japan, South Korea, Luxembourg, Macau, Malaysia, Netherlands, New Zealand, Norway, Philippines, Portugal, Singapore, South Africa, Spain, Sweden, Switzerland, Taiwan, Thailand, and United Kingdom. There is an NRC and an MRC, which are applicable per number, regardless of the number of countries in which the number is active. The per minute rates using the UIFN number are the same as the ITFS rates. The UIFN nonrecurring charge and monthly rate applies to any Qwest product where the customer subscribes to UIFN(s). All rates are located in the ISS.

(c) **Internet Connectivity.** As of the effective date of this Service Exhibit, the Service may only be used with Approved Connectivity. Customer must purchase Approved Connectivity separately. Qwest may add to the Approved Connectivity list from time to time. The then current list of Approved Connectivity is available to Customer upon request. Qwest has no liability for Service deficiencies or interruptions caused by Customer, its employees, contractors or agents, or End Users reconfiguring or misconfiguring the Approved Connectivity.

(d) **Off-Net Call Billing.** Off-Net Call charges are quoted in full minutes. Each domestic Off-Net Call is measured and billed for an initial 18 seconds and rounded up to the next 6 second increment after the first 18 seconds. Domestic Off-Net Calls are also subject to a 30 second MATR per call. If the MATR is not met in a particular month, Qwest may add \$0.01 to the per minute charge for all domestic Off-Net Calls during that month. Each international Off-Net Call (except to Mexico) is measured and billed for an initial 30 seconds and rounded up to the next 6 second increment after the first 30 seconds. Each International Off-Net Call to Mexico is measured and billed for an initial one minute and rounded up to the next minute after the first minute.

(e) **Unsupported Calls.** The Service does not support collect or third party billing. The Service may not support 311, 511 and/or other x11 services (other than 911, 711 and 411 dialing) in all service areas. The Service does not support remote bridged line appearances ("Remote BLAs"). Customer is specifically instructed not to enable Remote BLAs on its IP devices used with the Service. Additional information regarding potential issues with Remote BLAs is found in the "911 Emergency Service" section of this Service Exhibit.

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(f) Area of use. The Service is intended to be used only at one of the Customer PPU locations in the 48 contiguous United States. Additionally, Customer may not use IP enabled stationary devices that are assigned to, designated for, or configured for use at one PPU location in any other location, unless Customer has requested a temporary change of its 911 location, and has received approval and the 911 Update Confirmation from Qwest as set forth in subpart (g) below. 911 emergency calls automatically route to the appropriate 911 center based upon the Qwest-Approved 911 Location. If Customer or an End User tries to use the Service (i) at a location other than a Qwest-Approved 911 Location (including without limitation, using IP enabled devices assigned to, designated for, or configured for use at one location in a different location) or (ii) outside of the 48 contiguous United States, they do so at their own risk (*including without limitation, the risk that Customer will not have access to 911 emergency services and/or such activity violates local laws in the jurisdiction where Customer or an End User tries to use the Service*).

(g) Use of Service at a Temporary Location. Customer may temporarily use the Service at a location other than the Customer PPU location only after obtaining Qwest's approval either (i) by contacting Qwest at 1-877-878-7543 or (ii) by submitting a 911 location change request through the Qwest Business portal. Customer must submit a 911 location change request both before using Service at the temporary location and before returning to the Customer PPU location. Failure to obtain Qwest's approval is prohibited and constitutes a misuse of the Service. Such misuse will result in 911 calls being routed to the incorrect 911 operator based on incorrect address information. Use of Service at a temporary location may not exceed six (6) months in duration. Upon submission of Customer's 911 location change request, Qwest will reject the request, or accept and begin processing the request. Customer is responsible for checking the Qwest Q.Control™ Business portal to confirm if the request was rejected or accepted. Customer will be notified of the 911 Update Interval (defined in Section 3(c)(ii) below) at the time the request is accepted via the Qwest Q.Control™ Business portal. Upon completion of the 911 location change and the 911 Update Interval, an e-mail will be sent to Customer's e-mail address notifying Customer that 911 service has been successfully moved and is ready for use ("911 Update Confirmation"). In the event Customer does not receive such confirmation by expiration of the 911 Update Interval, Customer agrees to contact Qwest at 1-877-878-7543. Any 911 calls placed prior to receiving the 911 Update Confirmation will be routed according to the last Qwest-Approved 911 Location. If, upon submission of a 911 location change request, Qwest rejects the change request, Customer understands that Qwest has not approved using the Service at that new location and, as such, Customer is prohibited from using the Service there.

(h) Compliance. The Service cannot be used for any unlawful, abusive, or fraudulent purpose, including without limitation, using the Service in a way that: (i) interferes with Qwest's ability to provide service to Qwest customers; (ii) avoids Customer's obligation to pay for communication services; (iii) constitutes a criminal offense; (iv) gives rise to a civil liability; (v) otherwise violates any laws; or (vi) constitutes a resale arrangement with a third party (e.g., wholesaling of the Service is not permitted). Without limiting the foregoing, the Service cannot be used for auto-dialing, continuous or extensive call forwarding, fax broadcasting or fax blasting, or for uses that result in excessive usage inconsistent with normal usage patterns.

(i) Authorized Use. Customer and its End Users are the only parties authorized to access the Service. Customer and its End Users are responsible for maintaining the confidentiality of passwords used by Customer and its End Users and will ensure that all use of the Service complies with the Agreement and this Service Exhibit. Customer is responsible for unauthorized use of the Service.

(j) Power Outages; Internet Connectivity, Customer Data Network and CPE Failures; Maintenance Work; Moving Equipment. The Service will not operate (*including, without limitation, End Users will be unable to access emergency 911 services*) if any of the following items fail: (i) power used with the Service; (ii) the Approved Connectivity used with the Service (including without limitation, failures caused by suspension or termination of the Approved Connectivity under the terms of that service); (iii) the Customer Environment; (iv) the Approved Connectivity router; (v) Customer premises routers and switches; (vi) the IP enabled devices used with the Service; or (vii) customer's SIP signaling interface. Additionally, the Service will not operate (*including, without limitation, End Users will be unable to access emergency 911 services*) while maintenance work is being performed. If Customer has requested a temporary change of its 911 location, and has received approval and the 911 Update Confirmation from Qwest as set forth in subpart (g) above, Customer may move the IP handset only.

(k) Privacy. Qwest, its affiliates and third-party vendors, may access and use information regarding Customer bandwidth usage and performance of CPE, software, and Service to: (a) perform related registration (equipment serial number, activation date, and WTN provided to manufacturer), maintenance, support, and other service-quality activities and (b) verify AUP compliance and network performance.

(l) Telephone Numbers. Customer must provision at least one TN for use with the Service. The TNs may be new TNs or Ported TNs. If Customer requests Ported TNs, Customer authorizes Qwest to process its order for Service and notify Customer's current carrier of Customer's decision to switch its local and local toll services to the Service. Customer will be responsible to promptly provide Qwest with its Customer Service Record (CSR) from customer's current carrier to facilitate porting of numbers. If the customer does not purchase new TNs from Qwest, and Ported TNs are not ported within 60 days of the Start of Service Date for a specific location, Qwest reserves the right to terminate Service at that location. Additionally, the Start of Service Date and commencement of billing will not depend on completion of porting.

(m) Trunk Group Utilization. Customer must maintain a peak utilization of trunk groups used to support usage-based services of 60 percent or higher. "Peak utilization" means the maximum utilization for a trunk group reached at any point during the month. Each month, Qwest will calculate the peak utilization over Customer's trunk groups. If peak utilization is less than 60% for three consecutive months, Qwest reserves the right to reduce the number of trunks in the affected trunk group such that the peak utilization of the trunk

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group is at least 75%.

(n) **Third Party Billed Services.** The Service does not support billing for third party services such as online subscription services, equipment leases and wireless services. Customer will be responsible for payment of all such charges directly to the third party provider.

(o) **Local Origination.** Customer agrees that the SIP Diversion Header, ANI and Calling Party Number delivered with each outbound call will accurately reflect the location of the originating party so that appropriate long distance charges may be applied for each call, where applicable. Failure to comply will constitute a material breach of the Agreement.

2.5 SLA. Service is subject to the Qwest iQ® SIP Trunk SLA. Approved Connectivity (purchased separately) is subject to the Qwest iQ Networking SLA, and not to the Qwest iQ SIP Trunk SLA. Both SLAs are posted at <http://www.qwest.com/legal>. Qwest reserves the right to amend the SLAs effective upon posting to the website or other notice to Customer. All other services, facilities, and components relating to the Qwest iQ SIP Trunk Service, including without limitation any CPE, the Customer Environment, the Customer SIP Signaling interface, Customer premise switches and routers, devices used with the Service, another carrier's IP network, and the PSTN are not included in the SLA measurement. The SLA credit will provide Customer's sole remedy for any interruptions or deficiencies in the Service.

3. 911 Emergency Service.



POTENTIALLY HAZARDOUS SITUATION WHICH IF NOT AVOIDED COULD RESULT IN DEATH OR SERIOUS INJURY. PLEASE READ CAREFULLY.

Please be aware of these important differences in calling 911 using the Service. BY INITIALING BELOW CUSTOMER ACKNOWLEDGES THAT CUSTOMER RECEIVED AND UNDERSTOOD THE ADVISORY IN THIS "911 EMERGENCY SERVICE" SECTION REGARDING CIRCUMSTANCES UNDER WHICH 911 SERVICE MAY NOT BE AVAILABLE THROUGH THE SERVICE OR MAY BE IN SOME WAY LIMITED BY COMPARISON TO TRADITIONAL E911 SERVICE. Customer represents and warrants that the individual initialing on the line below may act on behalf of Customer. Failure to acknowledge the 911 limitations by initialing here will result in non-provision, suspension and/or termination of Customer's Service. Electronic signatures on this Service Exhibit will be accepted only in the form and manner prescribed by Qwest.

PRINT CUSTOMER (COMPANY) NAME: _____
PRINT CUSTOMER REPRESENTATIVE'S NAME _____
CUSTOMER REPRESENTATIVE INITIALS _____

(a) 911 Availability.

The Service provides access to 911 emergency service only on stationary devices (and not mobile devices). The Service does not support any outgoing calls, including calls to 911 emergency service from a mobile device. 911 emergency service is only provided at a Qwest-Approved 911 Location in the 48 contiguous United States as provided in this 911 Emergency Service Section. Using Service at a location other than a Qwest-Approved 911 Location is prohibited and, as such, constitutes misuse. Such misuse may cause 911 calls to return a busy signal and not be routed to any PSAP. Using the Service at a location other than a Qwest-Approved 911 Location is at Customer's own risk (including without limitation the risk that Customer and End Users will not have access to 911 emergency services and/or such activity violates local laws in the jurisdiction where Customer and End Users attempt to use the Service). Qwest does not support Remote BLAs on IP devices used with the Service. In the event a Remote BLA is enabled, and Customer or its End User makes a 911 call from the Remote BLA line, the 911 call will incorrectly route to the PSAP associated with the 911 location of the telephone number assigned to the Remote BLA, and not to the 911 location of the calling party. For example, if Customer has a Remote BLA for a colleague in Chicago on a phone located in San Francisco, and Customer's End User in San Francisco places a 911 call on the Remote BLA line, emergency services will be routed to the 911 location in Chicago associated with the phone number of the Remote BLA, not to the 911 location in San Francisco.

911 emergency service is only provided on IP enabled stationary devices that are: (i) connected to Approved Connectivity (defined herein), (ii) physically located at the Qwest-Approved 911 Location, and (iii) configured for use at the Qwest-Approved 911 Location (devices configured for use at a location cannot be used in any other location, including another location at which Service was installed). If a 911 call is placed from a same site bridged line appearance extension on an IP enabled stationary device that meets the requirements of (i) – (iii) above, the 911 call will be routed to the PSAP associated with the location of the device.

911 emergency service will not be provided if all the aforementioned conditions are not met. If all the conditions are met, the 911 emergency service provided with the Service will route 911 calls through the Qwest IP network and PSTN to a PSAP. The PSAP to which the call is directed will be based on the street address and calling party number for the Qwest-Approved 911 Location. The 911 emergency service provided is Enhanced 911 emergency service in that the calling party number will be delivered to the PSAP with the 911 call and the PSAP will have the Qwest-Approved 911 Location associated with that calling party number. End User's Qwest-Approved 911 Location may not sufficiently pinpoint the specific location of the emergency; therefore, End Users must immediately tell the dispatcher the specific location of the emergency so the PSAP can locate the End User and assist with the emergency.

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(b) Access. Customer must select a telephone number that corresponds to the Rate Center of a Customer PPU. Selecting a telephone number outside of the Rate Center that corresponds to a Customer PPU is prohibited as such selection misroutes your 911 calls and prevents direct connection with a 911 operator. "Rate Center" is the geographic area used by local exchange carriers to set rate boundaries for billing and for issuing phone numbers and is generally defined in tariffs filed by principal wireline carriers in the area.

(c) Limitations on 911 Availability. End Users will not have access to 911 emergency service:

- (i) For Initial Installation of Service: On average 5 days, but for as long as 30 days after installation of Service (delay in 911 access due to time required to update 911 databases with Customer information). End Users may be routed to a default PSAP. End Users should state the nature of the emergency, including End User location and number. The default PSAP may not be able to call the End User back if the call is not completed, is dropped or is disconnected, or if End User is unable to tell the PSAP their number and physical location;
- (ii) For Temporary Moves: Until Qwest has completed the 911 Update Interval and sent the 911 Update Confirmation to Customer's e-mail address of record. "911 Update Interval" is approximately 15 minutes, unless further address verification is required, in which case the 911 Update Interval could be up to 72 hours. In these instances, 911 calls may be routed to the incorrect 911 center (the center associated with the old address) which may not be able to assist with the emergency or the call may not be routed to any 911 center (or any other person) in some instances. Always check for the 911 Update Confirmation before using 911 service;
- (iii) If Customer does not meet the conditions to receive 911 emergency service set forth in 911 Emergency Service sub-Sections (a) and (b) above;
- (iv) If the Service fails for any reason, including without limitation failures in Service caused by power outages, Customer Environment (defined herein) failure, Internet connectivity interruptions, cable cut, CPE malfunctions (including without limitation failure of the Approved Connectivity router, customer premises routers and switches, or IP enabled devices used with the Service), or any Service outage (including without limitation, failures caused by suspension or termination of the Service). If an IP enabled stationary device is moved within a Qwest-Approved 911 Location, the device or other network elements may need to be reconfigured before they are functional;
- (v) While maintenance work is being performed; or
- (vi) If Customer's area does not have 911 emergency service.

In these instances, 911 calls will either: not be routed to any PSAP (or any other person) and the End User may receive a fast busy signal or, in some instances, 911 calls will be routed to an incorrect PSAP that will not be able to assist the End User or to a default PSAP as specified in 911 Emergency Service sub-Sections (c)(i) and (c)(ii) above. PLEASE NOTE: many of the limitations on 911 with the Service are the same when using traditional telephone service on the PSTN.

(d) No Privacy Rights. Customer acknowledges that there is no right of privacy with respect to the transmission of number, name, or address when the Service is used to access 911 or other numbers used in conjunction with 911 or similar emergency services, either by Customer or End Users.

(e) Customer Notifies End Users of 911 Limits. Customer will notify all End Users (i) of the limitations on access to 911 emergency service described in this Service Exhibit; and (ii) that access to 911 emergency service and an appropriate PSAP is only available at a Qwest-Approved 911 Location and is not available using an IP enabled mobile device.

(f) Limitation of Liability. QWEST, ITS AFFILIATES, AGENTS AND CONTRACTORS (INCLUDING WITHOUT LIMITATION, ANY SERVICE PROVIDER PROVIDING SERVICES ASSOCIATED WITH ACCESS TO 911 EMERGENCY SERVICE) WILL NOT HAVE ANY LIABILITY WHATSOEVER FOR ANY PERSONAL INJURY TO OR DEATH OF ANY PERSON, FOR ANY LOSS, DAMAGE OR DESTRUCTION OF ANY PROPERTY RELATING TO THE USE, LACK OF ACCESS TO OR PROVISION OF, 911 EMERGENCY SERVICE. CUSTOMER AGREES TO DEFEND AND INDEMNIFY QWEST, ITS AFFILIATES, AGENTS AND CONTRACTORS FROM ALL THIRD PARTY CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM OR RELATED TO 911 DIALING (INCLUDING WITHOUT LIMITATION, LACK OF ACCESS TO 911 EMERGENCY SERVICES, CUSTOMER'S FAILURE TO ADVISE QWEST OF CORRECT ADDRESSES WHERE IP ENABLED DEVICES USED WITH THE SERVICE ARE LOCATED, CUSTOMER'S FAILURE TO NOTIFY ALL END USERS OF THE LIMITATIONS ON ACCESS TO 911 EMERGENCY SERVICE, OR CUSTOMER'S MOVEMENT OF AN IP ENABLED DEVICE TO A LOCATION THAT HAS NOT BEEN INPUT INTO THE SERVICE SYSTEMS).

4. Term; Cancellation. This Service Exhibit will commence upon the Effective Date of the Agreement (or, if applicable, an amendment to the Agreement if this Service Exhibit is added to the Agreement after its Effective Date) and will conclude upon the termination of the last-to-terminate Service ordered hereunder. Either party may cancel Service by providing notice of such cancellation to the other party at least 60 days prior to the date of cancellation. Customer will remain liable for charges accrued but unpaid as of the cancellation date of Service. The initial Trunk Group will have a minimum term equal to 3 year(s) ("Minimum Service Term"). The Minimum Service Term will commence on the Start of Service Date for the initial Trunk Group. Customer will be eligible for Service rates applicable to the Minimum Service Term selected. Trunk Groups added after the initial Trunk Group will be coterminous with the initial Trunk Group, and will receive the same Service rates as the initial Trunk Group. If prior to the conclusion of the Minimum Service Term (including before the Start of Service Date), Customer cancels Service for reasons other than for Cause, or Qwest cancels the Service for Cause, Customer will also be liable for: (i) the amount of any NRCs discounted or waived; (ii) all installation costs and

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expenses incurred by Qwest to install such Service, if applicable; (iii) 100% of the balance of the Session, TN and Remote DID (if applicable) MRCs that otherwise would have become due for the unexpired portion of the first 12 months of the Minimum Service Term, if any; and (iv) 35% of the balance of the Session, TN and Remote DID (if applicable) MRCs beyond the first 12 months that otherwise would have become due for the unexpired portion of the Minimum Service Term (collectively the "Cancellation Charges).

5. Charges. Charges for the Service are as set forth in the Pricing Attachment. The Net Rates will be used to calculate Contributory Charges. The Service is not entitled to the QTA Discount. Charges will commence within five days of the Start of Service Date. Customer will not be eligible for any discounts or promotional offers other than those specifically set forth in the Agreement and this Service Exhibit. Service will remain taxed based on the PPU locations where Customer utilizes Service, and not on a temporary Qwest-Approved 911 Location. Domestic and international Off-Net Call charges and inbound toll free charges, can be modified immediately upon notice to Customer (including without limitation, upon Qwest's posting such modifications in the ISS or other Web site designated by Qwest for that pricing, or providing any other notice to Customer). Remote DID charges can be modified upon 60 days prior written notice to Customer.

6. AUP. All use of the Services will comply with the AUP, posted at <http://www.qwest.com/legal/> and incorporated by reference into this Service Exhibit. Qwest may reasonably modify the AUP to ensure compliance with applicable laws and regulations and to protect Qwest's network and customers, and such change will be effective upon posting to the website. Any changes to the AUP will be consistent with the purpose of the AUP to encourage responsible use of Qwest's networks, systems, services, web sites, and products.

7. E-Mail Information/Updates. Customer acknowledges and agrees that Qwest may contact Customer via e-mail at the e-mail address provided to Qwest when Customer ordered the Service for any reason relating to the Service.

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

PRICING ATTACHMENT

1. **Net Rates for Specific Customer Locations.** The Net Rate MRCs described in this section apply only to the Customer locations identified below.

NPA/NXX	Address	Net Rate MRC per Session	Net Rate MRC per TN	Number of Sessions	Number of TNs	Total MRC
303458	5325 Zuni St., Denver, CO	\$20.00	\$0.15	30	100	\$615.00