

Amendment 17
UT-041379-AF
om 8/37/09
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

July 22, 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 Corporation (QCC). This is Amendment 17 to the Wholesale Services Agreement which was filed under Docket No. UT-041379. Also enclosed is a verified statement.

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

Very truly yours,


for Mark Reynolds

Enclosures

RECEIVED
REGULATORY MANAGEMENT
2009 JUL 23 AM 8:53
STATE OF WASH.
UTIL. AND TRANSP.
COMMISSION

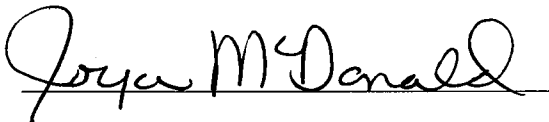
VERIFIED STATEMENT OF AFFILIATED INTEREST TRANSACTION

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 17 to the Wholesale Services Agreement describes the affiliate arrangement between Qwest Corporation and Qwest Communications Corporation.

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

Joyce L. McDonald

Dated at Seattle this 22nd day of July, 2009.

**AMENDMENT NO. 17 TO
WHOLESALE SERVICES AGREEMENT**

THIS AMENDMENT NO. 17 (this "Amendment") is by and between **Qwest Communications Company, LLC** ("Qwest") and **Qwest Corporation** ("Customer") and amends the Wholesale Services Agreement between Customer and Qwest dated effective as of July 29, 2004, as may have been previously amended by amendment, addenda or rate change notification (the "Agreement"). This Amendment shall be effective as of the date when it has been signed by both Parties (the "Amendment Effective Date"). All capitalized terms used herein which are not defined herein shall have the definitions ascribed to them in the Agreement. The Parties hereby agree to amend the Agreement as follows:

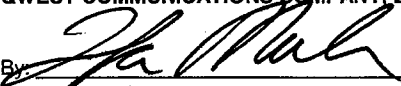
1. New Services.¹ The service descriptions and related rate exhibits set forth in Exhibit(s) IP-2 and T-2 attached to this Amendment (the "New Services") shall be added to the Amendment and shall replace and supersede in their entirety certain service descriptions and rates as previously attached to the Agreement (or any amendment, addenda or rate change notification to the Agreement), including without limitation, Exhibits IP2 and T-2 (the "Old Services"). The list of Service Exhibits in the "Applicable Services" portion of the Agreement shall be deemed revised by the deletion of the Old Services and the addition of the New Services. Qwest agrees to provide the New Services in accordance with the terms of the Agreement and this Amendment. The terms, rates and discounts, if any, for the New Services shall be effective as of the first business day of Customer's next full monthly billing cycle following the Amendment Effective Date, provided, however that the rates for any Old Services in place as of the Amendment Effective Date shall continue to apply until the expiration of the applicable service term for such Old Services and until changed pursuant to Customer order.

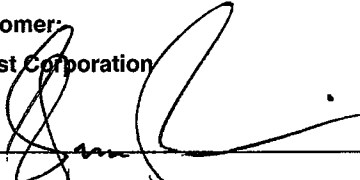
2. Migrated Services. Customer hereby purchases as wholesale services certain services previously purchased under the Retail Agreement ("Migrated Services") and adds Service Exhibits IM a "Migrated Services Exhibit" and collectively the "Migrated Services Exhibits". All terms and conditions set forth in the Migrated Services Exhibits will govern the Migrated Services as of the Amendment Effective Date, except that the rates and discounts set forth in the Migrated Service Exhibits and any attachments thereto will not go into effect until the later of: (i) the next full billing cycle after all applicable rates and discounts are loaded into Customer's billing; or (ii) sixty (60) calendar days following the Amendment Effective Date ("New Rate Effective Date"). Until the New Rate Effective Date commences, the rates and discounts set forth in the Retail Agreement shall apply to the Migrated Services. Unless otherwise stated in the relevant Migrated Services Exhibit, beginning on the New Rate Effective Date all Migrated Services shall have a new Service Term that is equal to the Minimum Service Term set forth in the associated Migrated Service Exhibit and shall bill at the rate applicable to such Service level under the applicable Migrated Service Exhibit

3. Effective Date. This Amendment shall be effective as of the date it is executed by the last Party to execute (the "Amendment Effective Date") and be deemed incorporated by reference into the Agreement; provided however, that if under applicable law, this Agreement or notice thereof must be filed with a governmental entity, including, but not limited to, a state public utility commission, this Agreement shall not become effective with respect to the jurisdiction having such requirements until such filing have occurred. In particular, this Agreement shall not be effective with respect to the State of Washington until it is filed with Washington Utilities and Transportation Commission. The terms, rates and discounts, if any, for the New Services shall be effective as of the Amendment Effective Date.

4. Miscellaneous. All other terms and conditions in the Agreement shall remain in full force and effect and be binding upon the Parties. This Amendment and the Agreement set forth the entire understanding between the Parties as to the subject matter herein, and in the event there are any inconsistencies between the two documents, the terms of this Amendment shall control. To the extent that the terms of any New Service exhibit are inconsistent with the terms of this Amendment or the Agreement, the terms of the New Service exhibit shall control.

¹ Since certain international rates are subject to change on five (5) days notice, Customer acknowledges that, until this Amendment is returned to Qwest, those international rates as set forth in a Service Exhibit may change and that, once this Amendment is executed, the international rates then in effect will be implemented by Qwest. Thereafter, changes to those international rates shall be made pursuant to the rate change process provided for in each Service Exhibit. IN WITNESS WHEREOF, an authorized representative of each Party has executed this Amendment as of the Amendment Effective Date.

QWEST:
QWEST COMMUNICATIONS COMPANY, LLC
By: 
Warren Mickens
07/15/09

Customer:
Qwest Corporation
By: 

AMENDMENT NO. 17 TO
WHOLESALE SERVICES AGREEMENT

Vice President, Customer Service Operations

Date: _____

Offer Management Director:  _____

Date: 7/15/09 _____

Name: Steven Swain

Title: Vice President - Finance

Date: 7/15/09 _____

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

INSTALLATION CHARGE (NRC)		CANCELLATION CHARGE (NRC)	
Port Speed	NRC	Port Speed	NRC
DS-1 (All Speeds)	\$50	DS-1 (All Speeds)	\$50
DS-3 (All Speeds)	\$100	DS-3 (All Speeds)	\$100
OC-3 (All Speeds)	\$200	OC-3 (All Speeds)	\$200
10 Mbps Ethernet (All Speeds)	\$50	10 Mbps Ethernet (All Speeds)	\$50
100 Mbps Fast Ethernet (All Speeds)	\$100	100 Mbps Fast Ethernet (All Speeds)	\$100
1,000 Mbps Gigabit Ethernet (All Speeds)	\$200	1,000 Mbps Gigabit Ethernet (All Speeds)	\$200

EXPEDITE CHARGE (NRC)	
Port Speed	NRC
DS-1 (All Speeds)	\$100
DS-3 (All Speeds)	\$150
OC-3 (All Speeds)	\$200
10 Mbps Ethernet (All Speeds)	\$100
100 Mbps Fast Ethernet (All Speeds)	\$150
1,000 Mbps Gigabit Ethernet (All Speeds)	\$200

CHANGE CHARGE (NRC)	
Port Speed	NRC
DS-1 (All Speeds)	\$50
DS-3 (All Speeds)	\$100
OC-3 (All Speeds)	\$200
10 Mbps Ethernet (All Speeds)	\$50
100 Mbps Fast Ethernet (All Speeds)	\$100
1,000 Mbps Gigabit Ethernet (All Speeds)	\$200

Flat Rate Port Charges

FLAT PORT (MRC)		
Port Speed	Private Port	Enhanced Port
DS-1 (1.544Mbps)	\$355	\$390
NxDS-1 (3 Mbps)	\$705	\$775
NxDS-1 (4.5 Mbps)	\$1,055	\$1,160
NxDS-1 (6 Mbps)	\$1,400	\$1,540
NxDS-1 (7.5 Mbps)	\$1,750	\$1,925
NxDS-1 (9 Mbps)	\$2,090	\$2,300
NxDS-1 (10.5 Mbps)	\$2,430	\$2,675
NxDS-1 (12 Mbps)	\$2,770	\$3,045
DS-3 (45 Mbps)	\$3,300	\$3,630
OC-3 (155 Mbps)	\$7,286	\$8,005
OC-12 (622 Mbps)	ICB	ICB
OC-48 (2,488 Mbps)	ICB	ICB
Ethernet (10Mbps)	\$972	N/A
Fast Ethernet (100 Mbps)	\$4,954	N/A
Gigabit Ethernet (1000Mbps)	\$33,246	N/A

Tiered port Charges:

TIERED PORT DS-1 (MRC)		
Usage Tiers	Private Port	Enhanced Port
DS-1 - 0.128 Mbps	\$273	\$300
DS-1 - 0.192 Mbps	\$302	\$332
DS-1 - 0.256 Mbps	\$320	\$351
DS-1 - 0.384 Mbps	\$337	\$371
DS-1 - 0.512 Mbps	\$337	\$371
DS-1 - 0.768 Mbps	\$351	\$386
DS-1 - 1.024 Mbps	\$353	\$388
DS-1 - 1.544 Mbps	\$355	\$391

TIERED PORT DS-3 (MRC)		
Usage Tiers	Private Port	Enhanced Port
DS-3 - 3 Mbps	\$516	\$567
DS-3 - 6 Mbps	\$936	\$1,030
DS-3 - 9 Mbps	\$1,289	\$1,418
DS-3 - 12 Mbps	\$1,607	\$1,767
DS-3 - 15 Mbps	\$1,865	\$2,051
DS-3 - 18 Mbps	\$2,087	\$2,296
DS-3 - 21 Mbps	\$2,304	\$2,534
DS-3 - 24 Mbps	\$2,477	\$2,725
DS-3 - 27 Mbps	\$2,630	\$2,893
DS-3 - 30 Mbps	\$2,768	\$3,045
DS-3 - 33 Mbps	\$2,912	\$3,203
DS-3 - 36 Mbps	\$3,024	\$3,326
DS-3 - 39 Mbps	\$3,125	\$3,437
DS-3 - 42 Mbps	\$3,236	\$3,560

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

TIERED PORT OC-3 (MRC)		
Usage Tiers	Private Port	Enhanced Port
OC-3 - 35 Mbps	\$2,325	\$2,554
OC-3 - 45 Mbps	\$2,888	\$3,173
OC-3 - 55 Mbps	\$3,394	\$3,729
OC-3 - 65 Mbps	\$3,883	\$4,266
OC-3 - 75 Mbps	\$4,321	\$4,747
OC-3 - 85 Mbps	\$4,750	\$5,218
OC-3 - 95 Mbps	\$5,131	\$5,637
OC-3 - 105 Mbps	\$5,512	\$6,055
OC-3 - 115 Mbps	\$5,874	\$6,453
OC-3 - 125 Mbps	\$6,187	\$6,797
OC-3 - 135 Mbps	\$6,511	\$7,152
OC-3 - 145 Mbps	\$6,789	\$7,458

TIERED PORT 10 Mbps ETHERNET (MRC)		
Usage Tiers	Private Port	Enhanced Port
Ethernet - 2 Mbps	\$583	N/A
Ethernet - 4 Mbps	\$818	N/A
Ethernet - 6 Mbps	\$946	N/A
Ethernet - 8 Mbps	\$1,026	N/A

TIERED PORT 100 Mbps FAST ETHERNET (MRC)		
Usage Tiers	Private Port	Enhanced Port
Fast Ethernet- 10 Mbps	\$1,113	N/A
Fast Ethernet- 15 Mbps	\$1,579	N/A
Fast Ethernet- 20 Mbps	\$1,998	N/A
Fast Ethernet- 30 Mbps	\$2,720	N/A
Fast Ethernet- 40 Mbps	\$3,320	N/A
Fast Ethernet- 50 Mbps	\$3,826	N/A
Fast Ethernet- 60 Mbps	\$4,259	N/A
Fast Ethernet- 70 Mbps	\$4,634	N/A
Fast Ethernet- 80 Mbps	\$4,961	N/A
Fast Ethernet- 90 Mbps	\$5,249	N/A

TIERED PORT 100 Mbps GIGABIT ETHERNET (MRC)		
Usage Tiers	Private Port	Enhanced Port
Gigabit Ethernet - 100 Mbps	\$7,463	N/A
Gigabit Ethernet - 200 Mbps	\$13,407	N/A
Gigabit Ethernet - 300 Mbps	\$18,252	N/A
Gigabit Ethernet - 400 Mbps	\$22,277	N/A
Gigabit Ethernet - 500 Mbps	\$25,674	N/A
Gigabit Ethernet - 600 Mbps	\$28,580	N/A
Gigabit Ethernet - 700 Mbps	\$31,092	N/A
Gigabit Ethernet - 800 Mbps	\$33,288	N/A
Gigabit Ethernet - 900 Mbps	\$35,223	N/A

Burstable Based Port Charges:

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

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

3.001 - 6.000 Mbps	\$173	N/A
6.001 - 9.000 Mbps	\$157	N/A
9.001 - 12.000 Mbps	\$144	N/A
12.001 - 15.000 Mbps	\$134	N/A
15.001 - 18.000 Mbps	\$126	N/A
18.001 - 21.000 Mbps	\$118	N/A
21.001 - 45.000 Mbps	\$111	N/A

BURSTABLE PORT OC-3 (MRC)		
Usage Tiers	Private Port Per Mbps	Enhanced Port Per Mbps
35.000 Mbps	\$75	N/A
35.001 - 45.000 Mbps	\$68	N/A
45.001 - 55.000 Mbps	\$64	N/A
55.001 - 65.000 Mbps	\$63	N/A
65.001 - 75.000 Mbps	\$61	N/A
75.001 - 85.000 Mbps	\$58	N/A
85.001 - 155.000 Mbps	\$56	N/A

BURSTABLE PORT 10 Mbps ETHERNET (MRC)		
Usage Tiers	Private Port Per Mbps	Enhanced Port
2.000 Mbps	\$369	N/A
2.001 - 3.000 Mbps	\$291	N/A
3.001 - 4.000 Mbps	\$241	N/A
4.001 - 5.000 Mbps	\$205	N/A
5.001 - 6.000 Mbps	\$178	N/A
6.001 - 7.000 Mbps	\$158	N/A
7.000 - 10.000 Mbps	\$142	N/A

BURSTABLE PORT 100 Mbps FAST ETHERNET (MRC)		
Usage Tiers	Private Port Per Mbps	Enhanced Port
10.000 Mbps	\$124	N/A
10.001 - 20.000 Mbps	\$112	N/A
20.001 - 30.000 Mbps	\$100	N/A
30.001 - 40.000 Mbps	\$91	N/A
40.001 - 50.000 Mbps	\$83	N/A
50.001 - 60.000 Mbps	\$77	N/A
60.001 - 70.000 Mbps	\$72	N/A
70.001 - 80.000 Mbps	\$67	N/A
80.001 - 90.000 Mbps	\$62	N/A
90.001 - 100.000 Mbps	\$59	N/A

BURSTABLE PORT 1,000 Mbps GIGABIT ETHERNET (MRC)		
Usage Tiers	Private Port Per Mbps	Enhanced Port
100.000 Mbps	\$83	N/A
100.001 - 150.000 Mbps	\$75	N/A
150.001 - 200.000 Mbps	\$71	N/A
200.001 - 250.000 Mbps	\$67	N/A
250.001 - 300.000 Mbps	\$64	N/A
300.001 - 350.000 Mbps	\$61	N/A
350.001 - 400.000 Mbps	\$59	N/A
400.001 - 500.000 Mbps	\$56	N/A
500.001 - 600.000 Mbps	\$52	N/A
600.001 - 700.000 Mbps	\$48	N/A
700.001 - 800.000 Mbps	\$45	N/A
800.001 - 900.000 Mbps	\$42	N/A
900.001 - 1000.000 Mbps	\$40	N/A

*Please see Burstable Port Minimum Usage table below

BURSTABLE PORT MINIMUM USAGE	
Port Speed	Bandwidth Minimum
DS-3	3 Mbps
OC-3	35 Mbps
10 Mbps Ethernet	2 Mbps

100 Mbps Fast Ethernet	10 Mbps
1,000 Mbps Gigabit Ethernet	100 Mbps

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

QoS (MRC)	
Port Speed	MRC
All Port Speeds	Waived

Amendment No. 12 additional pricing terms and conditions:

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

Flat Rate Port Charges

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

Amendment No. 15 additional pricing terms and conditions:

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

FLAT PORT (MRC)	
Port Speed	Private Port
Gigabit Ethernet (1000Mbps)	\$9,000

Amendment No. 17 additional pricing terms and conditions:

SPECIAL PRICING: Customer will be eligible to receive the new pricing and new Minimum Service Term for the Flat Port IP Solutions Services as specifically set forth below ("Special Priced IP Ports") based on compliance with the conditions set forth below and capacity and availability as determined by Qwest. With respect to the rate(s) listed below, Customer will not be eligible for any additional discounts associated with these new or re-termed circuits. The order by date for these ("Special Priced IP Ports") is 7/31/09. All other terms and conditions of Exhibit IP will apply.

FLAT PORT (MRC)		
Port Speed	Private Port	Term
Gigabit Ethernet (1000Mbps)	\$22,333	12 months

**ATTACHMENT T-2
LOCAL ACCESS SERVICE
QWEST WHOLESALE SERVICES AGREEMENT**

1. Special Pricing.

1.1 As of the Effective Date of Amendment No. 8 to the Agreement, the following Terms and Conditions shall apply:

Customer shall be eligible to receive special pricing for the new On-Net Access Services (as defined in Exhibit T), at the rates, conditions, circuits types, and locations set forth in the table immediately below ("Specially Priced Circuits"), provided Customer submits a Service Order Form (as defined in Exhibit T). The Specially Priced Circuits shall not be eligible for any additional rebates, credits, promotions or discounts and shall be provided subject to capacity and availability as determined by Qwest.

Location Service Address	Circuit Type	Minimum Service Term	MRC for Each Circuit*	NRC for Each Circuit
910 15 th Street Suite 400 Denver, CO 80202 (NPA-NXX) 303-571	2.5G	Sixty (60) Consecutive Months	\$0.00	\$0.00
400 Tijeras Ave 3 rd Floor Albuquerque, NM 87102 (NPA-NXX) 505-246	2.5G	Sixty (60) Consecutive Months	\$0.00	\$0.00

*Upon expiration of the Minimum Service Term or the Term of the Agreement, whichever is later, Qwest has the option to provide month-to-month On-Net Access Service for the Specially Priced Circuits at Qwest's then-current rates.

1.2 As of the Effective Date of Amendment No. 17 to the Agreement, the following Terms and Conditions shall apply:

Customer will be eligible to receive special pricing for the new Ethernet Local Access Services (as defined in Exhibit T), at the rates, conditions, circuit types, and locations set forth in the table immediately below ("Specially Priced Circuits"), provided Customer submits an Order Form (as defined in Exhibit T) for the Specially Priced Circuits no later than July 31, 2009. The Specially Priced Circuits will not be eligible for any additional rebates, credits, promotions or discounts and will be provided subject to capacity and availability as determined by Qwest.

Location (Service Address)	Circuit Type	Minimum Service Term	MRC for Each Circuit*	NRC for Each Circuit
6490 S Quebec St Englewood, CO 80111 NPA/NXX: 303/694	GiGE	12 Consecutive Months	\$4,560.00	\$0.00
1122 3D Seattle, WA 98101 NPA/NXX: 206/223	GiGE	12 Consecutive Months	\$1,933.00	\$0.00
225 Williams S Renton, WA 98055 NPA/NXX: 425/251	GiGE	12 Consecutive Months	\$1,650.00	\$0.00
25 S 5 th St Tempe AZ 85281 NPA/NXX: 480/894	GiGE	12 Consecutive Months	\$8,704.00	\$0.00

*Upon expiration of the Minimum Service Term, whichever is later, Qwest has the option to provide month-to-month Ethernet Local Access Service for the Specially Priced Circuits at Qwest's then-current rates.

**EXHIBIT IM
INTEGRATED MANAGEMENT SERVICES
QWEST WHOLESALE/ENHANCED SERVICES AGREEMENT**

1. GENERAL; DEFINITIONS. Except as set forth in this Exhibit IM, capitalized terms will have the definitions assigned to them in the Agreement and Customer's applicable domestic and/or international IP Service Exhibit, including without limitation Exhibit I, I-QP, IP or IP-INT ("IP Service Exhibit"). Qwest will provide Integrated Management Service ("Service"), as described in Section 2.1 below, pursuant to the terms and conditions of the Agreement, Customer's IP Service Exhibit, and this Exhibit IM, and Customer must have an executed IP Service Exhibit to be eligible to order Services under this Exhibit IM.

"CPE" means customer premises equipment. CPE must be approved by Qwest prior to the Service being made available to Customer.

"MAC(s)" means moves, additions, and changes.

"Out-of-Band" means a connection between two devices that relies on a non-standard network connection, such as an analog dial modem, which must be a Qwest certified 56k external modem.

"POC" means point of contact.

"SLA" means the service level agreement.

"Start of Service Date" means the earliest to occur of: (i) the date on which Customer begins to utilize the Service; or (ii) the date on which Service is made available to Customer.

"TCA" means total customer agency.

"VLAN" means virtual local area network.

2. SERVICE.

2.1 Description. Integrated Management Service is a network support service provided by Qwest, which offers monitoring and management of Customer's CPE and the underlying transport service if provided by Qwest.

2.2 Qwest transport services are ordered separately from this Exhibit IM under Exhibit I, I-QP, IP or IP-INT. The Service does not include any lab testing, lab modeling, or on-site work on CPE.

The following management types are available:

2.3 Select Management. Includes: (A) 24x7 remote monitoring of supported CPE listed on the Integrated Management Order Form ("Service Devices"); (B) 24x7 remote monitoring of Customer's transport ports; (C) a network profile, including a current inventory of managed devices and network topology map; (D) fault management services, including fault detection, isolation, diagnosis, remote repair when possible; and (E) Customer notification and escalation as appropriate.

2.4 Comprehensive Management. Includes all of the Select Management features as well as Service engineers, which act as Customer's authorized agent in resolving all network problems including devices and transport. Other optional components may be available for selected Service Devices.

2.5 Qwest Responsibilities.

(A) Qwest will provide Customer with a non-exclusive Service engineer team, which will maintain a Customer profile for the portion of the Customer's network where Qwest-managed devices reside. Service installation intervals vary depending on network size and specific device types. For installations of fewer than 10 nodes, Service installation will be completed no later than 10 business days from the time the connecting Service circuit has been established and the necessary inventory information has been supplied by Customer, for each site. For large installations (greater than 10 nodes) individual project plans will be created and used to manage the overall deployment.

(B) Customer may submit, for no additional charge, a limited number of MAC requests via the Integrated Management web site: <https://nms.qwest.com>, for all management types. The maximum number of requests is equal to two times the number of Service Devices comprising Customer installed base (e.g., if Customer has 10 managed devices, Customer could submit a total of 20, 2 x 10 devices, MAC tickets per month across its entire base).

EXHIBIT IM
INTEGRATED MANAGEMENT SERVICES
QWEST WHOLESALE/ENHANCED SERVICES AGREEMENT

2.6 Customer Responsibilities. Customer understands and agrees that, unless Services are specifically for Customer's network, Customer's End User will be in direct contact with the Qwest Integrated Management Service Assurance Group for trouble resolution and for the purpose of acting as an End User's agent as described in Attachment 1 (Limited Letter of Agency). Qwest will not brand either the IM Customer portal or call center in Customer's name in any manner. Customer must inform its End User that Qwest will be managing Customer's devices.

(A) Customer will, in a timely manner, provide all information and perform all actions reasonably requested by Qwest in order to facilitate installation of Service. For Out-of-Band management related to fault isolation/resolution, Customer will provide and maintain the plain old telephone service line(s) for each managed device. Additionally, Customer must provide a dedicated modem for each managed device.

(B) For Comprehensive Management, Customer authorizes Qwest to act as the Customer's agent solely for the purpose of accessing Customer's transport services and CPE in order to provide the Service, pursuant to the attached Limited Letter of Agency (attached hereto as Attachment 1). If Customer's End User requests Comprehensive Management, Customer must obtain End User's signature on the Limited Letter of Agency attached hereto prior to Qwest providing the Service. Failure to do so will materially impair Qwest's ability to provide the Service and will be deemed Cause for Qwest to cancel Service. Qwest will not act as Customer's agent for Select Management.

(C) Depending on transport type, Customer's managed devices must comply with the following set of access requirements:

(1) for Service delivered via IP connectivity (e.g., public or private transport services), devices must contain a Qwest approved version of the internal operating system ("IOS") capable of establishing IPsec VPNs. Customer will have the ability to route network management information to and from all other Customer devices within the Service; and

(2) for large or critical networks, multiple Service management connections may be required.

(D) Customer must provide a publicly routable valid IP address in order to establish the Service connection. Customer's primary technical interface person must be available during the remote installation process in order to facilitate installation of the Service.

(E) All Customer devices managed under this Exhibit IM will be maintained under a separate CPE Agreement from a Qwest approved on-site CPE maintenance provider. The response times for which the Customer has contracted with their CPE maintenance provider will affect Qwest's timing for resolution of problems involving Customer-provided devices. The performance of the CPE maintenance provider is Customer's responsibility. Customer will furnish all information reasonably required by Qwest prior to the remote installation phase of Service in order to enable Qwest to provide the Service.

2.7 In addition to the above items, Customer is also responsible for the following:

(A) Activation Assistance. Cooperation is essential during the activation period. Customer is responsible for providing complete and thorough details of the network environment to ensure an effective and efficient provisioning process.

(B) Informing Qwest of Changes or Problems. Customer is responsible for sharing with Qwest all information that might impact the Service or Qwest's ability to provide Service as soon as the changes or problems are discovered. This includes informing Qwest of major network changes, firewall changes, problems with Internet connectivity, major vulnerabilities discovered, and unusual network activity.

(C) Supplying a POC. Customer must provide Qwest with a POC who can serve as the central point of contact for all information exchanged with Qwest. Customer's End User must be the primary POC while Customer may be the secondary contact. This POC must be available 24 hours a day. This POC will be used in cases where cooperative measures are necessary. A minimum of one secondary POC is also required. POC information includes a valid e-mail address, work telephone number, pager or mobile telephone number, and any other information that may be required to reach the POC during the work day or after hours. Qwest is not responsible for damages that may be incurred because the Customer's POC is unreachable.

(D) Aiding with Maintenance. In some cases, it will be necessary for Customer to assist Qwest in updating, maintaining, repairing, and patching operating systems. Qwest will guide Customer through all necessary operations. When Qwest requests Customer assistance, the request will be documented in a ticket. Qwest will provide Customer with detailed instructions and provide phone support, as necessary. In the event that Customer is unable to provide the on-site resources necessary to assist Qwest, Customer agrees that any on-site assistance provided by Qwest will be charged at standard rates on a time and materials basis.

2.8 Availability.

(A) Service Devices. Customer is responsible for ensuring the requested CPE is on the certified device list, prior to submitting each order for Services. A current certified device list of supported Service devices is available upon request from Customer's Qwest sales representative. Qwest may change such list without notice and all changes will be effective immediately. If the CPE is not on the certified device list, a "Device Certification Request Form" must be completed by Customer. Qwest will test the CPE remotely or Customer's End User may be required to send the CPE to the Qwest lab for further testing.

**EXHIBIT IM
INTEGRATED MANAGEMENT SERVICES
QWEST WHOLESALE/ENHANCED SERVICES AGREEMENT**

2.9 International Terms and Conditions. International Service is available in many, but not all locations outside of the continental United States. Customer must verify with Qwest the availability of Service in Customer's desired International locations. For Service outside of the continental United States, the following terms and conditions will apply.

(A) Export Controls. Customer will comply fully with all export and re-export controls under U.S. Export Administration Regulations and/or the relevant export control laws and regulations of any other applicable jurisdiction (collectively, "Export Controls"). Customer acknowledges that certain equipment, software, and technical data which may be provided hereunder may be subject to such Export Controls.

(B) U.S. Foreign Corrupt Practices Act. Customer acknowledges and agrees that certain laws of the U.S., including the Foreign Corrupt Practices Act, 15 U.S.C. Sections 78dd-1 et seq., prohibit any person subject to the jurisdiction of the U.S. from making or promising to make any payment of money or anything of value, directly or indirectly, to any government official, political party, or candidate for political office for the purpose of obtaining or retaining business. Customer represents and warrants that in the performance of its obligations hereunder, it has not made, and will not make, any such proscribed payment.

(C) Export Laws. Customer's use of the international Service, will comply in all material respects, with all international, federal, state, and local laws and regulations relating to its performance under this Exhibit IM. Customer represents and warrants that it is duly incorporated in or otherwise has all necessary permissions and authorizations required to do business in the locations in which it orders Service or otherwise does business. Customer is solely responsible for obtaining all licenses, approvals, and regulatory authority for its performance hereunder and any resale of the Service.

2.10 Indemnification. In addition to the Indemnification in the Agreement, the following applies: Customer will defend, indemnify and hold harmless Qwest, its affiliates, and contractors from any and all damages, claims, liabilities, costs, and expenses, including reasonable attorneys' fees, arising from or related to any violation of any laws or regulations, including Export Controls or the U.S. Foreign Corrupt Practices Act.

2.11 International Laws. Customer acknowledges and agrees that Service will be offered hereunder subject to: (A) any applicable tariffs; (B) compliance with all applicable laws and regulations; (C) obtaining any domestic or foreign approvals and authorizations required or advisable; and (D) continued availability of any of the Service in any jurisdiction, country, or to any location. Customer acknowledges and agrees that Qwest may elect not to offer Service in or to any particular jurisdiction, location, or country if Qwest determines, in its sole discretion, that the continuation of such Service is not permitted or advisable. Any notices between the Parties will be conducted in the English language.

3. TERM; CANCELLATION.

3.1 The Service Term of each Service ordered, as identified in the Order Form, will commence upon its Start of Service Date and continue for 36 consecutive months. Each Service Term must be equal to or longer than 12 consecutive months (the "Minimum Service Term").

3.2 Upon written notice to the other Party at least 30 days prior to the conclusion of the Service Term, either Party may cancel this Exhibit IM. In the absence of such prior written notice, each Service ordered hereunder will automatically renew and remain in effect on a month-to-month basis. If Service is canceled by Customer prior to the expiration of the Service Term for reasons other than Cause, or by Qwest for Cause, then Customer will pay to Qwest: (A) all charges for Service provided through the effective date of such cancellation, and if Customer cancels all Services and/or Exhibit IM prior to the expiration of the Service Term; (B) an early cancellation charge ("Cancellation Charge") shall be calculated for each cancelled device as follows: the MRC for the cancelled device, multiplied by the number of months remaining in that device's Service Term, multiplied by 50%.

The Service Term specified in the accepted Order Form and any month-to-month continuation thereof shall be referred to as the "Service Term."

4. INTEGRATED MANAGEMENT RATE TABLE.

Base Service	NRC	MRC Per device
Select Management	\$0	\$50
Comprehensive Management	\$0	\$100

Optional Service	NRC	MRC Per device
3 Hour MAC block	\$225	\$0
Multiple Link Point-to-Point Protocol ("MLPPP") Management	\$0	\$5

ATTACHMENT 1

LIMITED LETTER OF AGENCY

EXHIBIT IM
INTEGRATED MANAGEMENT SERVICES
QWEST WHOLESALE/ENHANCED SERVICES AGREEMENT
between
("End User")
and
Qwest Communications Company, LLC ("Qwest")

This limited letter of agency ("LOA") hereby authorizes Qwest (which is the underlying wholesale provider of End User's Integrated Management Service) to act as the End User's agent for the limited purpose of contacting End User's designated Local Exchange Carrier ("LEC"), Interexchange Carrier ("IXC"), Internet Service Provider ("ISP"), and/or Customer Premises Equipment ("CPE") Maintenance Provider in conjunction with Qwest Integrated Management ("Service"). Service activities will consist of working with End User's LEC, IXC, ISP, and/or CPE Maintenance Provider for the purpose of: (A) extracting information concerning transmission data elements carried over End User's network connection; (B) opening, tracking, and closing trouble tickets with the LEC, IXC, ISP, or CPE Maintenance Provider on End User's transport links or CPE when an alarm or fault has been detected; (C) dispatching CPE Maintenance repair personnel on behalf of End User to CPE for which a fault has been detected; and (D) discussing fault information with the LEC, IXC or CPE Maintenance Provider on behalf of End User to facilitate resolution of the problem.

Qwest does not assume any of End User's liabilities associated with any of the services the End User may use. Qwest assumes no liabilities in its performance of duties herein.

The term of this LOA will commence on the date of execution below and will continue in full force and effect until terminated with 30 days written notice by one party to the other or until the expiration or termination of the Service itself.

A copy of this LOA will, upon presentation to LEC, IXC, ISP, and/or CPE Maintenance Provider, as applicable, be deemed authorization for Qwest to proceed on End User's behalf.

End User Company Name

Authorized Signature of End User

Print or Type Name

Title

Date