

Amendment 18  
UT-041379-AF  
on 9/10/09  
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

August 3, 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 18 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  
RECORDS MANAGEMENT  
2009 AUG -4 AM 11:40  
STATE OF WASH.  
UTIL. AND TRANSP.  
COMMISSION

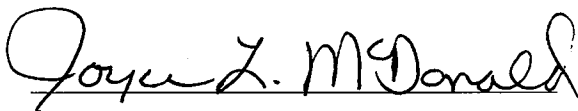
VERIFIED STATEMENT OF AFFILIATED INTEREST TRANSACTION

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

A handwritten signature in cursive script that reads "Joyce L. McDonald". The signature is written in black ink and is positioned above the printed name.

Joyce L. McDonald

Dated at Seattle this 3rd day of August, 2009.

**AMENDMENT NO. 18 TO  
WHOLESALE SERVICES AGREEMENT**

**THIS AMENDMENT NO. 18** (this "Amendment") is by and between **Qwest Communications Company, LLC** ("Qwest") and **Qwest Corporation** ("Customer") and amends the Wholesale Services Agreement between Customer and Qwest dated effective as of July 29, 2004, as may have been previously amended by amendment, addenda or rate change notification (the "Agreement"). This Amendment shall be effective as of the date when it has been signed by both Parties (the "Amendment Effective Date"). All capitalized terms used herein which are not defined herein shall have the definitions ascribed to them in the Agreement. The Parties hereby agree to amend the Agreement as follows:

**1. New Services.**<sup>1</sup> The service descriptions and related rate exhibits set forth in Exhibit(s) IP-2 and QMOE 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 IP-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.

**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.

<sup>1</sup> 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

Vice President, Customer Service Operations

Date: 07/30/09

Offer Management Director: 

Date: 7/27/09

**Customer:**

**Qwest Corporation**

By: 

Name: Steven Swain

Title: Vice President - Finance

Date: 7/30/09

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

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

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

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

**Flat Rate Port Charges**

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

**Tiered port Charges:**

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

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

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

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

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

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

| <b>TIERED PORT 1000 Mbps GIGABIT ETHERNET (MRC)</b> |                     |                      |
|---|---------------------|----------------------|
| <b>Usage Tiers</b>                                  | <b>Private Port</b> | <b>Enhanced Port</b> |
| Gigabit Ethernet - 100 Mbps                         | \$7,463             | N/A                  |
| Gigabit Ethernet - 200 Mbps                         | \$13,407            | N/A                  |
| Gigabit Ethernet - 300 Mbps                         | \$18,252            | N/A                  |
| Gigabit Ethernet - 400 Mbps                         | \$22,277            | N/A                  |
| Gigabit Ethernet - 500 Mbps                         | \$25,674            | N/A                  |
| Gigabit Ethernet - 600 Mbps                         | \$28,580            | N/A                  |
| Gigabit Ethernet - 700 Mbps                         | \$31,092            | N/A                  |
| Gigabit Ethernet - 800 Mbps                         | \$33,288            | N/A                  |
| Gigabit Ethernet - 900 Mbps                         | \$35,223            | N/A                  |

**Burstable Based Port Charges:**

| <b>BURSTABLE PORT DS-3 (MRC)</b> |                                  |                                   |
|----------------------------------|----------------------------------|-----------------------------------|
| <b>Usage Tiers</b>               | <b>Private Port<br/>Per Mbps</b> | <b>Enhanced Port<br/>Per Mbps</b> |
| 3.000 Mbps                       | \$192                            | N/A                               |

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

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

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

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

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

| <b>BURSTABLE PORT 1,000 Mbps GIGABIT ETHERNET (MRC)</b> |                       |               |
|---|-----------------------|---------------|
| Usage Tiers   | Private Port Per Mbps | Enhanced Port |
| 100.000 Mbps  | \$83                  | N/A           |
| 100.001 - 150.000 Mbps                                  | \$75                  | N/A           |
| 150.001 - 200.000 Mbps                                  | \$71                  | N/A           |
| 200.001 - 250.000 Mbps                                  | \$67                  | N/A           |
| 250.001 - 300.000 Mbps                                  | \$64                  | N/A           |
| 300.001 - 350.000 Mbps                                  | \$61                  | N/A           |
| 350.001 - 400.000 Mbps                                  | \$59                  | N/A           |
| 400.001 - 500.000 Mbps                                  | \$56                  | N/A           |
| 500.001 - 600.000 Mbps                                  | \$52                  | N/A           |
| 600.001 - 700.000 Mbps                                  | \$48                  | N/A           |
| 700.001 - 800.000 Mbps                                  | \$45                  | N/A           |
| 800.001 - 900.000 Mbps                                  | \$42                  | N/A           |
| 900.001 - 1,000.000 Mbps                                | \$40                  | N/A           |

\*Please see Burstable Port Minimum Usage table below

| <b>BURSTABLE PORT MINIMUM USAGE</b> |                   |
|-------------------------------------|-------------------|
| Port Speed                          | Bandwidth Minimum |
| DS-3                                | 3 Mbps            |
| OC-3                                | 35 Mbps           |
| 10 Mbps Ethernet                    | 2 Mbps            |

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

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

| 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 |

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

**Amendment No. 18:**

Qwest may, upon 30 calendar day's prior written notice to Customer, modify the Service, the optional features, rates or other charges described in the Exhibit IP or this Exhibit IP-2, which modifications will apply only to Services ordered after the effective date of the modification and to Services beyond their Initial Service Term.

| INSTALLATION CHARGE (NRC)                |       |
|--|-------|
| Port Speed                               | NRC   |
| DS-1 (All Speeds)                        | \$50  |
| DS-3 (All Speeds)                        | \$100 |
| OC-3 (All Speeds)                        | \$200 |
| OC-12 (All Speeds)                       | \$300 |
| OC-48 (All Speeds)                       | \$600 |
| 10 Mbps Ethernet (All Speeds)            | \$100 |
| 100 Mbps Fast Ethernet (All Speeds)      | \$150 |
| 1,000 Mbps Gigabit Ethernet (All Speeds) | \$200 |

| CANCELLATION CHARGE (NRC)                |        |
|--|--------|
| Port Speed                               | NRC    |
| DS-1 (All Speeds)                        | \$250  |
| DS-3 (All Speeds)                        | \$750  |
| OC-3 (All Speeds)                        | \$1000 |
| OC-12 (All Speeds)                       | \$1000 |
| OC-48 (All Speeds)                       | \$1000 |
| 10 Mbps Ethernet (All Speeds)            | \$250  |
| 100 Mbps Fast Ethernet (All Speeds)      | \$750  |
| 1,000 Mbps Gigabit Ethernet (All Speeds) | \$1000 |

| EXPEDITE CHARGE (NRC)                    |         |
|--|---------|
| Port Speed                               | NRC     |
| DS-1 (All Speeds)                        | \$550   |
| DS-3 (All Speeds)                        | \$600   |
| OC-3 (All Speeds)                        | \$750   |
| OC-12 (All Speeds)                       | \$1,500 |
| OC-48                                    | \$ ICB  |
| 10 Mbps Ethernet (All Speeds)            | \$550   |
| 100 Mbps Fast Ethernet (All Speeds)      | \$600   |
| 1,000 Mbps Gigabit Ethernet (All Speeds) | \$750   |

| CHANGE CHARGE (NRC)                      |         |
|--|---------|
| Port Speed                               | NRC     |
| DS-1 (All Speeds)                        | \$400   |
| DS-3 (All Speeds)                        | \$800   |
| OC-3 (All Speeds)                        | \$1,500 |
| OC-12 (All Speeds)                       | \$1,500 |
| OC-48                                    | ICB     |
| 10 Mbps Ethernet (All Speeds)            | \$400   |
| 100 Mbps Fast Ethernet (All Speeds)      | \$800   |
| 1,000 Mbps Gigabit Ethernet (All Speeds) | \$1,500 |



**SERVICE EXHIBIT QMOE™**  
**QWEST QMOE METRO OPTICAL ETHERNET SERVICE EXHIBIT**  
**WHOLESALE/ENHANCED SERVICES AGREEMENT**

**1. GENERAL; DEFINITIONS.**

Qwest will provide Metro Optical Ethernet Service ("Service" or "QMOE") under the terms of the Agreement and this Service Exhibit. Capitalized terms not defined herein are defined in the Agreement.

"Affected Service" means the specific Service that experiences an Outage.

"Bandwidth Profile" means the maximum data rate, expressed in megabits per second, at which an Ethernet Frame can traverse a Port. Bandwidth Profile is always associated with a Port, but depending upon the Port type, may also apply to each EVC on that Port.

"Cancellation" means a Customer-initiated written notice to cancel an accepted order prior to the Start of Service Date. Order Cancellation charges will apply and are in Exhibit QMOE2 and the QMOE Quote Form.

"Change" means any Customer-initiated Order Form to modify an existing Service after its Start of Service Date that does not modify the location of the Service, but may result in an interruption or impact on the Service in order to complete the requested change. An example of a Change request is to increase the Bandwidth Profile on an existing Port, or to add or remove QoS. Order Change charges will apply. Changes exclude requests to add new locations, new Ports, cancel, move, or change a Port type. Changes in Bandwidth Profiles are addressed in the Bandwidth Profile Changes section.

"Circuit Acceptance Letter" means Qwest's electronic notice to Customer that a Service is ready for Customer's acceptance.

"Construction" means the special construction required to extend Service to a Customer-requested Demarcation Point not covered by Extended Wiring or other activities that may cause Qwest to incur expenses in connection with provisioning the Service.

"CoS" means Class of Service, which is a set of Ethernet service Frames that have a commitment from Qwest to receive a particular level of performance on the Qwest Domestic Network.

"CPE" means Customer Premise Equipment.

"Customer Commit Due Date" means the calendar delivery date upon which Qwest will install the Service and make it available for testing or Customer's use.

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

"Ethernet Frame" means the fundamental unit of transmission at the data link layer in an Ethernet network. Ethernet Frame does not include Ethernet control frames unless specifically specified.

"EVC" means Ethernet virtual connection that is an association of two or more Ports, where the Port is a standard Ethernet interface between the Customer equipment and Qwest's Domestic Network. The EVC enables the transfer of Ethernet traffic and enhances data privacy and security.

"Expedite" means Customer's written request to Qwest to provision a Service more quickly than the Qwest Customer Commit Due Date for which an additional Expedite charge will apply.

"Extended Wiring" means additional wiring required for orders where the Customer Demarcation Point is not located in the same location as the Qwest assigned Demarcation Point.

"Full duplex" means the two-way, simultaneous communication between a pair of data terminal equipment ("DTE") or end stations, using point-to-point media.

"ICB" means individual case basis.

"Interface" means the Qwest-accepted industry standards-based physical connection point to Qwest's network transport equipment (e.g., Qwest-provided Port). The Interface may have different characteristics based upon the Service.

"LAN" means local area network, which is a network permitting the interconnection and intercommunication of a group of computers, primarily for the sharing of resources such as data storage devices and printers.

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"MRCs" mean monthly recurring charges owed by Customer for Service and features.

"NRCs" mean one-time non-recurring charges owed by Customer for Service and features.

"Order Acceptance Date" means the date upon which Qwest acknowledges: (A) Qwest's acceptance of any Order Form; or (B) Customer's written request to cancel a Service.

"Order Form" means a Customer-initiated request related to a Service, utilizing the Qwest-designated order entry tool or document.

"Outage" means an interruption that results in the total disruption of Service subject to the restrictions and exclusions in Section 10.

"Port" means the Ethernet port that is the physical entry point to the shared QMOE network where Ethernet signals enter or leave a Qwest network device or circuit.

"QoS" means Quality of Service, which is a QMOE feature allowing Customers to prioritize their applications using Qwest's CoS options at the Qwest Port or EVC in the case of Ports that support multiple EVCs.

"Qwest Domestic Network" means the Qwest operated facilities located within the 48 contiguous United States and Hawaii and consist of transport POPs, physical media, switches, circuits and/or ports that are operated solely by Qwest.

"SLA" means the QMOE service level agreement.

"Start of Service Date" for each circuit means the earliest to occur of: (A) the date Customer places live traffic on the Service; or (B) 5 calendar days after the Circuit Acceptance Letter date.

"Termination" means an Order Form requesting removal of a Service on or after its Start of Service Date. Termination Liability Charges will apply and may be defined in Exhibit QMOE2 or the QMOE Quote Form.

"TLS" means Transparent LAN Service.

"VLAN" means Virtual Local Area Network.

"VLAN ID" means VLAN Identification and is a 12-bit field specifying the VLAN to which the Ethernet Frame belongs. A value of "0" means that the Ethernet Frame does not belong to any VLAN.

## **2. SERVICE DESCRIPTION.**

2.1 QMOE is a flexible, full duplex transport service that consists of logical EVC and a minimum of two physical Ports between Customer locations over a shared, metropolitan network, utilizing native Ethernet protocol to transport Customer's Ethernet Frames on the Qwest Domestic Network facilities. QMOE is subject to capacity and availability.

2.2 QMOE is offered as an EVC in two configurations: (A) point-to-point; or (B) multipoint. The QMOE transmission speed depends on the Ethernet Port selected and the amount of bandwidth ordered (the Bandwidth Profile). The SLA provides Customer's sole and exclusive remedy for service interruptions or service deficiencies of any kind whatsoever for Service.

2.3 Qwest offers QMOE, on the Qwest Domestic Network, subject to the maximum physical line speed of the Port on which the EVC is provisioned, in Bandwidth Profiles of 10 Mbps, 20 Mbps, 30 Mbps, 40 Mbps, 50 Mbps, 60 Mbps, 70 Mbps, 80 Mbps, 90 Mbps, 100 Mbps, 150 Mbps, 200 Mbps, 300 Mbps, 400 Mbps, 500 Mbps, 600 Mbps, 700 Mbps, 800 Mbps, 900 Mbps, and 1000 Mbps. QMOE supports 10/100Base-TX, 1000Base-SX and 1000 Base-LX Port interfaces. The minimum Bandwidth Profile is 100 Mbps on 1000Base-SX and 1000Base-LX interfaces.

2.4 At Qwest's discretion and based upon the Customer's bandwidth requirements, Qwest may place equipment at Customer premises to deliver an electrical or optical Ethernet Port that allows Customer access to the Service.

2.5 Service Ports and Features. QMOE supports the following Port types and features subject to availability and Service restrictions. Availability may vary by Qwest metropolitan area.

(a) **Scalable Ethernet port** is a Port type that requires Customer to transmit untagged Customer Ethernet Framed traffic. Qwest assigns a single VLAN tag to Customer's untagged Ethernet traffic to transport it to the end point(s) on the Qwest Domestic Network, based on the address of Customer's Port. All untagged Customer Ethernet Frames received at the Port are mapped to one EVC. All

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Customer VLAN tagged Ethernet Frames received at the Port will be dropped. Scalable Ethernet port allows a maximum of one EVC per Port and is offered in both point-to-point and multipoint configurations.

**(b) TLS port** is a Port type that allows Customer to transmit untagged Ethernet Frames and Customer tagged Ethernet Frames across the Qwest Domestic Network. Qwest will configure the TLS port by mapping all Customer Ethernet Frames to one EVC at the Port through a tunneling method known as "Q-in-Q" that makes the Customer's end-user VLAN tags transparent to the Qwest Domestic Network. All untagged and Customer VLAN tagged Ethernet Frames are mapped to one EVC. TLS complies with IEEE 802.1Q standard. TLS ports require that the Customer bear the responsibility for coordinating the VLAN tagging IDs with their end-users, as well as the security of end-user's traffic. TLS port allows a maximum of one EVC per Port and is offered in both point-to-point and multipoint configurations.

**(c) Service Multiplexer port** is a Port type that allows a Customer to aggregate multiple EVCs to a single Port, with each EVC having potentially a different configuration (i.e., point-to-point or multipoint). Customer must provide Qwest with the Customer Ethernet VLAN ID to map to the Qwest EVC. A single Customer VLAN or multiple Customer VLANs may be mapped to each EVC, and untagged Customer Ethernet Frames received at the Port will be dropped. A Service Multiplexer port is only offered with a GigE (1000 Mbps) interface. A Service Multiplexer port allows a maximum of 5 EVCs per Port.

**(d) Service Provider port** allows Customer to aggregate multiple point-to-point EVCs to a single Port. Customer must provide Qwest with the Customer VLAN IDs to map to the Qwest EVC. Only one Customer VLAN may be mapped to each EVC, and all untagged Customer Ethernet Frames received will be dropped. A Service Provider port is only offered with a GigE (1000 Mbps) interface.

**(e) QoS** is an optional feature offered on Service Ports that allows Customers to prioritize their traffic applications using four different classes of service. QoS enables Qwest to differentiate between the Customer's traffic flows during periods of network congestion to help ensure delivery of real-time or mission-critical traffic ahead of lower priority traffic. QoS is provided at the Port, or EVC level (i.e. in the case of Ports that support multiple EVCs). QoS is not supported on both the EVC and the Port at the same location. The four CoS that Qwest offers are: Business Critical, Interactive, Real Time and Best Effort. The four CoS are designated as Priority 1 ("P1"), Priority 2 ("P2"), Priority 3 ("P3"), and Priority 4 ("P4"), respectively. Customers ordering QoS must specify which of Qwest's eight templates applies for P2, P3 and P4 traffic distribution. The template sets the weight limits for P2, P3 and P4 traffic. A Customer cannot receive P2, P3 or P4 QoS without ordering P1 traffic. The amount of bandwidth allotted to all traffic classes (P1 + P2 + P3 + P4) must equal 100 percent of the Customer's Bandwidth Profile. Additional monthly charges apply to the QoS feature as described in Exhibit QMOE2, the QMOE Quote Form, or any documents added to this Exhibit.

2.6 Customer understands that the owner of a building in which Service is provided (or its successors in interest) ("Building Owner") is not a party to this Agreement and is not providing any of the Service described herein. Customer expressly waives all claims against a Building Owner arising out of this Agreement. The rights or remedies Customer may have against a Building Owner will be those set forth in or arising out of an agreement directly between Customer and Building Owner.

**3. CUSTOMER RESPONSIBILITIES; OBLIGATIONS.**

3.1 Customer accepts its responsibilities for Service including, but not limited to, the following conditions:

(A) All Customer requests for Service require Customer's submission of a complete and accurate Order Form, and must include the product code: **WHSL MOE US**;

(B) Customer is responsible for maintaining all equipment and cable on the Customer side of the Qwest furnished equipment at the Demarcation Point at their locations;

(C) In the case of Service trouble, the Customer or their responsible agent must sectionalize the fault or trouble and verify that the trouble is not in the Customer-owned equipment or cable before calling the Qwest Customer Service Center. If the fault or trouble is isolated to the Customer-owned equipment or cable, the Customer is responsible for clearing the trouble and restoring the Service to normal operation. Joint testing between the Customer or their agent and Qwest personnel may sometimes be necessary to isolate the trouble. Customer will provide Qwest and its third-party providers with reasonable access to Customer's premises to perform any acts required by an order and/or trouble ticket;

(D) Customer will properly use the Service. Customer will not itself, nor permit others or use the Service other than for which it is intended, nor will Customer alter, tamper with, adjust or repair the Service, or permit others to do so;

(E) Customer will maintain the confidentiality of all proprietary information provided by Qwest in support of the Service;

(F) Customer will be responsible for timely payment of all MRCs, NRCs and other charges for Service upon Start of Service Date, regardless of whether Customer is ready to accept the Service due to reasons beyond Qwest's control, including but not limited to,

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unavailability or interoperability issues of CPE, unavailability, incompatibility, delay or other impairment of third-party carrier services, etc. Events beyond Qwest's control will not excuse Customer's obligation to pay Qwest all rates and charges applicable to the Services, regardless of whether such Services are being used by Customer;

(G) Customer agrees to coordinate VLAN tag assignments with Qwest. The VLAN tag assignments must be agreed upon between Customer and Qwest prior to Service activation. The VLAN tag value distinguishes the Customer's EVC within the Qwest metro networks;

(H) Customer represents and warrants that more than ten percent (10%) of the voice or data traffic that it will carry using the Service will be interstate in nature (i.e., will terminate in a state other than the state in which the traffic originates).

**4. SERVICE TERM.**

4.1 As used in this Exhibit, "Service Term" for each Service means the specified period of time for which the Service will be provided by Qwest for Customer use as specified in the applicable Qwest accepted Order Form, plus any month-to-month extension pursuant to Section 4.2. Each Service Term must be equal to or longer than twelve (12) consecutive months ("Minimum Service Term").

4.2 Upon expiration of the originally stated Service Term, Qwest will continue to provide and Customer will continue to pay for Service on a month-to-month basis at the Service's existing rates. Any month-to-month extension of the Service Term will continue under the terms and conditions of this Exhibit until the earlier of: (A) termination of the month-to-month Service by either Party upon not less than thirty (30) days prior written notice; (B) expiration or termination of the Agreement in accordance with its terms; or (C) extension of the Service Term for a specific period of time pursuant to a new Order Form or written amendment. The Service Term specified in the Qwest-accepted Order Form and any month-to-month continuation thereof will be referred to collectively as the Service Term.

4.3 If the Agreement expires or is terminated for a reason other than Cause before the Service Term for any individual Service expires, then each non-expired Service will remain in operation through its Service Term and this Exhibit and the Agreement will remain in effect with respect to that Service. This provision does not preclude either Party from terminating the Agreement or any Service for Cause under the terms and conditions of the Agreement, whether or not the applicable Service Term has expired.

**5. SERVICE RATES; BILLING.**

5.1 Service and other rates, including Monthly Recurring Charges ("MRCs") and Non-Recurring Charges ("NRCs") applicable to Service are priced ICB and are in: (A) Exhibit QMOE2; (B) a QMOE Quote Form (as defined below), or both. Qwest may communicate available pricing or terms on Services provided under this Exhibit to Customer via a Qwest-generated quote form (a "QMOE Quote Form") containing a Qwest-generated quote identification number ("Quote ID"). By submitting a Service Order Form containing a Quote ID, Customer agrees to all terms and conditions contained in the QMOE Quote Form, and that any such order will be governed by the QMOE Quote Form, this Exhibit, Exhibit QMOE2, and the Agreement. Any terms not found in a QMOE Quote Form will be supplemented by terms contained in the Agreement or this Exhibit. Customer may place orders referencing a QMOE Quote Form no later than the date the Quote Form expires (the "Quote Expiration Date"), as defined on the QMOE Quote Form. If no specific offering period is stated, Customer may place orders referencing a QMOE Quote Form no later than the forty-fifth calendar day from the date the Quote Form is generated (the "Quote Date"), as defined on the QMOE Quote Form. All QMOE Quote Forms are subject to validation and acceptance by Qwest. If Qwest accepts Customer's order based upon the Qwest-validated-and-accepted QMOE Quote Form, then all terms in the QMOE Quote Form become part of the Agreement. If a conflict arises among the terms of the Qwest-validated-and-accepted QMOE Quote Form and this Service Exhibit QMOE or the Agreement, then the terms of the QMOE Quote Form will control.

5.2 Service rates for MRCs are calculated based upon the Bandwidth Profile for each EVC on a Port. Additional rates and charges apply for QoS and special construction, if applicable. QoS may be applied to either a Port or individual EVCs on a Port, depending upon the Customer configuration and Port Type.

5.3 For new Services not previously ordered by Customer and accepted by Qwest, Qwest may, upon thirty (30) calendar days prior written notice to Customer, impose discretionary rate changes to any of the MRCs, NRCs or other charges described in this Exhibit or any exhibits attached or added to this Exhibit.

5.4 Billing. Qwest will invoice Customer all Service MRCs in advance and all Service NRCs in arrears under this Exhibit, Exhibit QMOE2, and any QMOE Quote Form. Billing for a particular Service will begin on the Start of Service Date for that Service. If the Start of Service Date for any Service falls on any day other than the first day of the monthly billing cycle, the first invoice to Customer will consist of: (A) the pro-rata portion of the applicable MRC covering the period from the Start of Service Date to the first day of the subsequent monthly billing cycle; and (B) the MRC for the following month.

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5.5 If, during the provisioning of new Services, Qwest incurs additional non-recurring charges to provide the Service, Qwest will notify Customer of the additional charges. Within two (2) business days of such notice from Qwest, Customer must notify Qwest via email or fax that: (A) Customer will pay all additional charges invoiced; or (B) Customer wishes to cancel the applicable Service order. If Qwest does not receive an email or fax notice of acceptance of the additional charges from Customer within two (2) business days of such notice, Qwest, at its sole discretion, may cancel the Service order. If such Service order is cancelled at the discretion of Qwest, Qwest will not charge an Order Cancellation charge for the cancellation of that particular circuit.

5.6 To the extent permitted by applicable law, in the event of Regulatory Activity, Qwest may at any time upon written notice: (A) pass through to Customer all, or a portion of, any charges or surcharges directly or indirectly related to such Regulatory Activity; or (B) modify the rates, including any rate guarantees, and/or other terms and conditions contained in the Agreement to reflect the impact of such Regulatory Activity. Qwest may adjust its rates or charges, or impose additional rates and charges, in order to recover amounts it may be required by governmental or quasi-governmental authorities to collect from or pay to others to support statutory or regulatory programs during the course of the Agreement.

**6. SERVICE ORDERING.**

6.1 Customer must submit a complete and accurate Order Form to request a Service. Qwest reserves the right to accept or reject each Order Form. The Order Acceptance Date is solely determined by Qwest.

6.2 Qwest will provide Customer with a Customer Commit Due Date for delivering the Service. Qwest will use reasonable commercial efforts to deliver each ordered Service on or before the Customer Commit Due Date, but the inability of Qwest to deliver the ordered Service by such date will not constitute a default giving rise to Cause under this Exhibit or the Agreement.

6.3 Customer requests for Qwest to Expedite the delivery of the Service prior to the Customer Commit Due Date, including, but not limited to the ordering of additional EVCs, if applicable, will be deemed an Expedited order and Expedite charges will apply. Upon Qwest's receipt of an Expedite request from Customer, Customer and Qwest will mutually agree to an acceptable new Customer Commit Due Date. Customer agrees to pay all Expedite charges set forth in Exhibit QMOE2, and all third-party charges incurred by Qwest in connection with the Expedited delivery of Service, regardless of whether: (A) Customer cancels Service; or (B) Service is not delivered on the requested Expedite date.

**7. SERVICE CANCELLATION.**

7.1 Unless otherwise stated in this Exhibit, Customer will be charged Order Cancellation charges for each individual Service order cancelled after the Order Acceptance Date, but prior to the Start of Service Date. Customer agrees to pay the Order Cancellation charges set forth in Exhibit QMOE2, the QMOE Quote Form, or any documents added to this Exhibit. Customer will not incur Order Cancellation charges for Qwest-initiated requests for cancellation of an order before Start of Service Date.

7.2 Customer must pay the Termination Liability Charges set forth in Exhibit QMOE2, the QMOE Quote Form, or any documents added to this Exhibit for Customer requests to terminate a Service on or after the Start of Service Date.

7.3 Qwest and Customer agree that Qwest's damages in the event of Service Cancellation will be difficult or impossible to determine. Qwest and Customer therefore agree that this Section 7 is intended to establish damages in the event of Cancellation and the associated Order Cancellation charges are not intended as a penalty.

**8. SERVICE DELIVERY; ACCEPTANCE.**

8.1 Qwest will provide Customer with a Circuit Acceptance Letter advising Customer that a Service is ready for Customer's acceptance. Customer will be deemed to have accepted the Service on the Start of Service Date, unless Customer notifies in writing within five (5) calendar days after Qwest sends Customer the Circuit Acceptance Letter that the Service is not functioning. Should Qwest receive notice from Customer that the Service fails to perform, with evidence of such failure included in the notice, then Qwest will take such reasonable action as is necessary and will notify Customer when the Service is ready for acceptance with a new Start of Service Date.

8.2 Prior to issuing the Circuit Acceptance Letter, Qwest will complete the standard RFC 2544 test from the Demarcation Point of the Service by running traffic at various Ethernet Frame sizes for a minimum of 30 minutes to validate end-to-end traffic flow and rate limiting. Qwest tests the performance of the Port type using traffic generation and analysis, including throughput levels on P1 traffic (if applicable) and characteristics of the Port type, (e.g., transparency on TLS ports) to ensure proper functioning.

**9. SERVICE CHANGES; TERMINATION.**

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9.1 Service Changes. Customer may submit an Order Form to Change an installed Service after its Start of Service Date, during its Service Term. Change orders include Bandwidth Profile changes and adding or removing QoS between existing Ports. Qwest will make commercially reasonable efforts to accommodate Customer's Change request; however, acceptance of Customer's Change request may require disconnect and installation orders and may be disruptive to Customer's existing Service connection. Such disruptions to Service are excluded from the Service Level Agreement provisions in Section 11 and will not constitute a default giving rise to Cause under this Exhibit or the Agreement. In addition, Changes to Service may require new pricing based on the nature of the Change request. Customer agrees to pay all Order Change charges and any additional charges set forth in Exhibit QMOE2 and the QMOE Quote Form.

9.2 Bandwidth Profile Changes. Customer may submit an Order Form to change the Bandwidth Profile, on an existing Port provisioned. Change orders to upgrade the Bandwidth Profile to a higher bandwidth during the Service Term will not be assessed an Order Change charge or Termination Liability Charge, but the MRC will be changed to the new Service Bandwidth Profile charge and additional charges set forth in Exhibit QMOE2 and the QMOE Quote Form will apply. Customer will be assessed a Termination Liability Charge for any decrease in Bandwidth Profile ordered during the Term of the Agreement as described in Exhibit QMOE2 and the QMOE Quote Form.

9.3 Service Termination. Customer acknowledges that the MRCs, NRCs and other charges for Service are based on the commitment of Customer to utilize the Service for the full Service Term specified in the Order Form. If Customer terminates any Service on or after its Start of Service Date for reasons other than for Cause, Customer will pay to Qwest the Termination Liability Charges described in Exhibit QMOE2 and the QMOE Quote Form for each terminated Service, which will be at once due and payable by Customer. In addition, any unpaid Construction charges or other applicable charges as described in Exhibit QMOE2 and the QMOE Quote Form will also be at once due and payable by Customer.

9.4 Qwest and Customer agree that Qwest's damages in the event of Service Termination will be difficult or impossible to determine. Qwest and Customer therefore agree that this Section 9 is intended to establish damages in the event of Service Termination and the associated Termination Liability Charges are not intended as a penalty.

**10. SERVICE RESTRICTIONS.** Service is offered subject to, without limitation, the following restrictions:

0.1 Service is not offered to residential addresses.

10.2 Half duplex transmission mode is not available for Service.

10.3. The maximum number of Customer MAC addresses that Qwest will accept is 200 addresses per Service.

10.4. Customer's Ethernet traffic must comply with IEEE 802.3 standards. The standard Ethernet Frame size is 1518 bytes in length untagged and 1522 bytes in length with VLAN tag.

10.5. Extended Wiring is not part of the Service. To the extent Customer requests Extended Wiring, Customer will be charged on an ICB basis.

10.6 Customer requests for non-standard Service configurations beyond those described above may be handled as ICB at the discretion of Qwest.

**11. SERVICE LEVEL AGREEMENT (SLA); OUTAGES.**

11.1 The Service Level Agreement contained in this Section 11 is effective on the first day of the following month after the Service's Start of Service Date. Service Availability is defined as the ability of the Customer to exchange data frames with the QMOE network at the Qwest Demarcation Point located at the Customer premises. Service Availability specifies the percentage of time that the Qwest Port is operational. Service Availability is not measured on individual EVC availability. Unavailability is defined as the percentage of time that the Service was completely interrupted (i.e., a loss of transmit or receive signal), due to Qwest network issues. The SLA provides Customer's sole and exclusive remedy for service interruptions or service deficiencies of any kind whatsoever for QMOE. The Service Level Agreement applies to Service provided on the Qwest Domestic Network.

11.2 Customer acknowledges the possibility of an interruption that results in the total disruption of Service which, subject to the restrictions and exclusions in this Section below, constitutes an "Outage". If a Service experiences an Outage ("Affected Service"), Customer may be entitled to an "Outage Credit" based upon the amount of Outage time experienced by the Affected Service during the calendar month at issue. The Outage Credit amount is calculated by determining the percentage of time (calculated in whole minutes) that the Affected Service did not experience an Outage ("Service Availability Percentage") using the formula below and identifying the associated Outage Credit percentage in the Table 11.2A below. The amount of the Outage Credit will be the Outage Credit percentage

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in Table 11.2A, as applicable, multiplied by Customer's MRCs for the Affected Service (after application of any credits or discounts ("Eligible Service MRCs").

The monthly Service Availability Percentage for a particular On-Net Affected Service is calculated as follows:

$$\left[ \frac{(\text{Applicable Days in Calendar Month} \times 24 \times 60) - (\text{Minutes of Outage on Affected Service in Calendar Month})}{(\text{Applicable Days in Calendar Month} \times 24 \times 60)} \right] \times 100$$

**TABLE 11.2A  
SLAs AND OUTAGE CREDIT PERCENTAGES -**

| Credit Schedule                 |             |   |
|---------------------------------|-------------|---|
| Service Availability Percentage |             | Outage Credit percentage<br>(as a % of the Eligible Service<br>MRCs for the Affected Service) |
| Upper Level                     | Lower Level |   |
| 100.00%                         | 99.9%       | 0%  |
| < 99.9%                         | 99.0%       | 10%   |
| < 99.0%                         | 95.0%       | 25%   |
| < 95.0%                         | 0%          | 50%   |

For purposes of measuring the Service Availability Percentage, the Qwest Trouble Management System determines the number of minutes of an Outage. The length of each Outage will be calculated in full minutes. An Outage will be deemed to have commenced upon verifiable notification thereof by Customer to the Qwest Trouble Management System Qwest in accordance with the Trouble Ticket Procedure described below. Each Outage ends upon restoration of the Affected Service as evidenced by appropriate network tests by Qwest.

11.3 To receive an Outage Credit under this SLA, Customer must: (A) enter a trouble ticket at the time of the Outage by contacting the Customer Care Center at 1-877-879-9999, option 3 (or by such other means as may be specified by Qwest from time to time); (B) be current in its payment obligations under the Agreement; and (C) request reimbursement for Outage credits hereunder and submit all necessary supporting documentation within thirty (30) calendar days of the conclusion of the calendar month in which the requisite Outage occurred. If Customer fails to comply with the conditions set forth in this Section 11, then Customer will have waived its right to such Outage Credits for Outages in that month.

11.4 Customer must submit a written request for Outage Credits within thirty (30) calendar days of the end of the calendar month in which the Outage occurs, to Qwest via email to [Wholesale.billing@qwest.com](mailto:Wholesale.billing@qwest.com), or via Qwest's Online Dispute Management tool. Information regarding the Online Dispute Management tool can be found on the Qwest wholesale website located at <http://www.qwest.com/wholesale/systems/odm.html>. If Customer is unable to submit the dispute via either the Online Dispute Management Tool or email, Customer will e-fax to 1-303-383-8134. The written request notice will include: (A) Customer's name; (B) the circuit identification number for the Affected Service; (C) the trouble ticket number issued by NNS; and (D) the duration of the Outage. Outage Credits for any calendar month must exceed twenty-five dollars (\$25.00) per Affected Service to be processed. Qwest will not provide a credit to Customer that exceeds the monthly recurring charge for an Affected Service.

11.5 All approved Outage Credits will be credited on the next monthly invoice for the Affected Service after receipt of Customer's request for credit and Qwest's approval of the Outage Credit. The total of all Outage Credits applicable to, or accruing in, any given month will not exceed the amount payable by Customer to Qwest for that same month for such Service.

11.6 The Outage Credits described in this Section 11 will be Customer's sole and exclusive remedy in the event of any Outage or other disruption of Service, and no Outage or other disruption of Service can be construed as a default giving rise to Cause under this Exhibit. No other service or performance guarantees or credits will apply to the Services.

11.7 [Reserved for Future Use]

11.8 An Outage will not be deemed to have occurred and an Outage Credit will not be granted in the event that the Service is unavailable or impaired due to any of the following:

- (A) Interruptions on a Service for which the Start of Service Date has not yet commenced;
- (B) Interruptions caused by the negligence, error or omission of Customer or others authorized by Customer to access, use or modify the Service or equipment used by Customer;

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- (C) Interruptions due to power failure at Customer premises, or the failure or poor performance of Customer's Premises Equipment;
- (D) Interruptions during any period in which Qwest or its agents are not afforded access to the premises where the access lines associated with the Service are terminated, provided such access is reasonably necessary to prevent a degradation or to restore Service;
- (E) Interruptions during any period in which Qwest has posted on the Qwest website or communicated to Customer in any other manner that the Service will be unavailable for: (1) Normal Maintenance or rearrangement purposes; (2) Urgent Maintenance (but Qwest will attempt to restore Service as soon as is reasonably practicable); or (3) Customer has released the Service to Qwest for the provisioning of a Customer Service order;
- (F) Interruptions resulting from Force Majeure Events beyond the reasonable control of Qwest including, but not limited to, acts of God, government regulation, labor strikes, national emergency, or war (declared or undeclared);
- (G) Interruptions resulting from Customer's use of Service in an unauthorized or unlawful manner;
- (H) Interruptions resulting from a Qwest disconnect for Customer's breach of a term set forth in the Agreement;
- (I) Interruptions resulting from incorrect, incomplete or inaccurate Service orders from Customer;
- (J) Interruptions due to improper or inaccurate network specifications provided by Customer;
- (K) Interruptions resulting from a failure of a carrier other than Qwest.
- (L) Interruptions due to Customer requested Changes to an existing Service and/or special configurations of the standard Service that has been mutually agreed to by Qwest and Customer; provided, however, Qwest may provide a separate service level agreement to Customer for those special configurations;
- (M) Qwest's inability to deliver Service by the Customer Commit Due Date.

**12. SERVICE MAINTENANCE.**

12.1 Qwest will endeavor to perform all non-emergency Normal Maintenance (defined below) during pre-established maintenance hours (windows). "Normal Maintenance" refers to: (A) upgrades of hardware or software; (B) upgrades to increase capacity; or (C) other pre-scheduled network activity that may degrade the quality of the Services or cause Service interruptions. Qwest will use reasonable efforts to perform all Normal Maintenance seven (7) days a week between the hours of 11:00 PM and 5:00 AM Local Time. "Local Time" refers to the time of day in the time zone in which an Affected Service is located; provided, however, that if Affected services are located in multiple time zones, Local Time will refer to Eastern Time. Qwest may change the designated maintenance windows upon notice (via email or any other notice).

12.2 "Urgent Maintenance" will refer to efforts to correct Qwest Domestic Network conditions that require immediate correction. Urgent Maintenance, while being conducted, may degrade the quality of Services and may result in total disruption of Service. Qwest may undertake Urgent Maintenance at any time that it deems necessary in its sole discretion. Qwest will endeavor to provide Customer notice of Urgent Maintenance as soon as is reasonably practicable under the circumstances.



**SERVICE EXHIBIT QMOE2**  
**QWEST QMOE™ METRO OPTICAL ETHERNET SERVICE RATE SCHEDULE**  
**WHOLESALE/ENHANCED SERVICES AGREEMENT**

The rates for the Services herein apply to Qwest's QMOE Service. This Exhibit QMOE2 is appended to, and subject in all respects to, the Agreement between Qwest and Customer. Except as set forth in Exhibit QMOE or this Exhibit QMOE2, capitalized terms will have the definitions assigned to them in the Agreement. Customer is responsible for all interconnection costs from the Customer Service address to the corresponding Qwest designated Demarcation Point.

**1. QMOE SERVICE MRCs AND NRCs.**

**1.1 RESERVED FOR FUTURE PRICING.**

| Customer Service Address | NPA/NXX | Service Term (Months) | Port Size (10/100 Mbps or 1000 Mbps) | Port NRC | Bandwidth Profile (Mbps) | Bandwidth Profile MRC | QoS (Yes/No)* | P1 Traffic (in 5 Mbps increments) | QoS P1 MRC |
|--------------------------|---------|-----------------------|--------------------------------------|----------|--------------------------|-----------------------|---------------|-----------------------------------|------------|
|                          |         |                       |                                      |          |                          |                       |               |                                   |            |
|                          |         |                       |                                      |          |                          |                       |               |                                   |            |
|                          |         |                       |                                      |          |                          |                       |               |                                   |            |
|                          |         |                       |                                      |          |                          |                       |               |                                   |            |
|                          |         |                       |                                      |          |                          |                       |               |                                   |            |
|                          |         |                       |                                      |          |                          |                       |               |                                   |            |

\*QoS may be applied to either a Port or individual EVCs on a Port, depending upon the Customer configuration and Port type.

**Other Charges.** In addition to the foregoing QMOE Service rates, Customer will pay to Qwest the following additional charges, as applicable:

**2. EXPEDITE CHARGES.**

If Customer requests expedited delivery of the Service, Customer will be charged a \$1,000.00 Expedite Order charge for each Expedite Order Form.

In addition, Customer will also be responsible for paying all associated expedite charges imposed on Qwest by third-party providers for processing Customer's Service order.

**3. ORDER CHANGE CHARGES.**

If Customer requests any changes to a Service order, Customer will be charged a \$100.00 Order Change charge for each affected circuit (EVC) on an Order Form for which Customer requests a change.

**4. ORDER CANCELLATION CHARGES.**

If Customer cancels an accepted Order Form before the Start of Service Date, Customer will be responsible for all applicable charges, including but not limited to Cancellation charges, Construction, and early termination liability charges, for third-party services ordered by Qwest on behalf of Customer. In addition, Customer will be charged one month's MRC ("Order Cancellation charge") for each circuit (EVC) on an Order Form for which Customer requests Cancellation.

**5. TERMINATION LIABILITY CHARGES.**

For all QMOE Services and related ancillary services, Customer will pay to Qwest all rates, fees and charges which accrue under this Exhibit QMOE2 for each Service up through the date of termination; plus:

Customer must pay the following charges for Termination of Service prior to the expiration of the full Service Term:

1. One hundred percent (100%) of the MRCs multiplied by the number of remaining unused months (including the pro rata portion of any partial months) through the first twelve (12) months of the Service Term, plus
2. Fifty percent (50%) of the MRCs multiplied by the number of remaining unused months (including the pro rata portion of any partial months) beyond the first twelve (12) months of the originally scheduled Service Term, plus
3. One hundred percent (100%) of any Service NRCs that were previously waived or discounted by Qwest.

The total charge as calculated above will be referred to as the "Termination Liability Charge."

**ADDITIONAL CHARGES.**

**SERVICE EXHIBIT QMOE2**  
**QWEST QMOE™ METRO OPTICAL ETHERNET SERVICE RATE SCHEDULE**  
**WHOLESALE/ENHANCED SERVICES AGREEMENT**

Qwest reserves the right to charge Customer for time and materials for its efforts to repair Customer's Service due to: A) performance issues that are outside the scope of Qwest's responsibilities for the Service; and B) trouble on the Service for which Qwest is not the cause. Hourly charges begin when the technician arrives at the Customer site and begins work until the Service is restored or Customer requests the technician to stop working on the Service.

Qwest will notify Customer and obtain Customer's authorization before dispatching a technician.