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STATE OF WASH.
UTIL. AND TRANSP.
COMMISSION



Qwest Corporation
1600 7th Avenue, Room 3206
Seattle, Washington 98191
(206) 345-1568
Facsimile (206) 343-4040

Mark S. Reynolds
Senior Director – Regulatory
Policy and Law

October 7, 2004

Ms. Carole Washburn, Executive Secretary
Washington Utilities and Transportation Commission
P.O. Box 47250
Olympia, Washington 98504-7250

Attn: Kathy Folsom

RE: WAC 480-146-350 Affiliated Interest Agreement

Dear Ms. Washburn:

In accordance with WAC 480-146-350, Qwest Corporation is filing notification of the enclosed affiliated interest agreement between Qwest Corporation ("QC") and Qwest Communications Corporation ("QCC"). This is Amendment 1 to the Wholesale Services Agreement that was previously filed under Docket No. UT-041379.

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

Very truly yours,

A handwritten signature in black ink, appearing to read "Mark Reynolds", written in a cursive style.

for Mark Reynolds

Enclosure

**AMENDMENT NO. 1
TO
WHOLESALE SERVICES AGREEMENT**

THIS AMENDMENT NO. 1 (this "Amendment") is by and between **Qwest Communications Corporation** ("Qwest") and each customer identified on this Amendment on the signature page hereto, (each "a Customer") (Qwest and each Customer are referred to separately as a "Party" and collectively as the "Parties") 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"). 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 Exhibits I and N attached to this Amendment (the "New Services") shall be added to the Agreement 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 I (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.
2. **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. The terms, rates and discounts, if any, for the New Services shall be effective as of: (i) the date Customer signs this Amendment provided that it is executed and returned to Qwest on or before the tenth (10th) business day preceding the close of Customer's applicable full monthly billing cycle (the "Contract Due Date"); or (ii) if returned to Qwest after the Contract Due Date, the first (1st) day of the next full billing cycle.
3. **Miscellaneous.** All other terms and conditions in the Agreement shall remain in full force and effect and be binding upon the Parties. This Amendment and the Agreement set forth the entire understanding between the Parties as to the subject matter herein, and in the event there are any inconsistencies between the two documents, the terms of this Amendment shall control. To the extent that the terms of any New Service exhibit are inconsistent with the terms of this Amendment or the Agreement, the terms of the New Service exhibit shall control.

IN WITNESS WHEREOF, an authorized representative of each Party has executed this Amendment as of the Amendment Effective Date.

QWEST:

QWEST COMMUNICATIONS CORPORATION

By: 

Roland R. Thornton

Vice President- Customer Service Operations

Date: 10/04/04

*Offer Management Director: 

Date: 10/3/04

*This Agreement shall not be binding upon Qwest until countersigned by the Offer Management Director and Executive Vice President, Wholesale Markets (or an authorized designee) for Qwest.

CUSTOMER:

**QWEST CORPORATION,
A Colorado corporation**

By: 

Rodney Miller

Vice President - Finance

Date: 10/4/04

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.

**EXHIBIT I
DEDICATED INTERNET ACCESS SERVICE EXHIBIT AND RATE SCHEDULE
QWEST WHOLESALE SERVICES AGREEMENT**

1. SERVICE DESCRIPTION.

This Exhibit I sets forth the description of Qwest's Dedicated Internet Access ("DIA") service (referred to herein as the "Services" or "DIA Services"), as provided pursuant to the Agreement. The Agreement, this Exhibit I and the AUP (defined herein) constitute the entire agreement between Customer and Qwest with respect to the DIA Services. All terms and conditions of this Exhibit I and the Agreement entered into between the Parties shall prevail over any conditions in customer purchase orders, payments or other forms, all of which are hereby rejected. Qwest DIA Service consists of: (i) a dedicated, high-speed network connection between Customer's premises and Qwest's domestic (continental United States) Internet protocol ("IP") network ("Qwest IP Network"); and (ii) routing services, based upon the Transmission Control Protocol/Internet Protocol, which will afford Customer Internet connectivity. The specific bandwidth and, therefore, the speed or rate at which Customer may transmit and receive data via its Internet connection is specified herein. Qwest will, on Customer's behalf and written request, use commercially reasonable efforts to perform the following as part of the DIA Service: (i) order local access facilities connecting Customer's premises to a Qwest point-of-presence; and/or (ii) secure IP address space for Customer as described more fully herein. Estimated dates of completion including Firm Order Commitments (collectively, the "FOC Dates") are often dependent on parties other than Qwest, including Local Exchange Carriers; therefore, FOC Dates are provided on a "best efforts" basis, but Qwest makes no guarantees regarding FOC Dates.

All Service order requests ("Order Forms") are subject to facilities and capacity availability. Customer must complete an Order Form in order to obtain Service hereunder. Qwest shall be obligated to provide the Service only after such Order Form is accepted by Qwest. Customer specifically agrees that all Order Forms relating to DIA Service submitted to Qwest by Customer during the Term shall be governed by the rates, terms and conditions set forth in this Exhibit I and the Agreement. Customer shall be obligated to pay all applicable charges that are set forth in this Exhibit I and plus any charges on any Order Form accepted by Qwest. Qwest reserves the right to reject any Order Form in its sole discretion. Customer acknowledges and assumes responsibility for providing Qwest with valid and current contact information, at all times, as it relates to the Order Form and the Agreement.

Dedicated Internet Protocol Transit Service ("DIT") is comprised of the following service components and features: local access/local loop when ordered from Qwest; IP port; and a fully meshed VPN between such IP ports utilizing MPLS technology. Customer must order a minimum of two IP ports. DIT presents a closed user group ("CUG") configuration allowing traffic to traverse the Qwest IP network between Customer's designated IP Port locations. DIT does not allow Customer to access the public Internet outside of the defined CUG. All components available to DIA Services are available with DIT with the following exceptions: IP transit service and Off Net Latency SLAs. IP ports may be added to the DIT CUG at anytime during the Term of this Exhibit I. The rates available below in Section 5.1(a) are also applicable to any DIT port ordered, provided that there is network availability. Any DIT port ordered under this Exhibit I shall be labeled as a DIA port on the invoice.

2. CUSTOMER USE OF THE SERVICES.

All use of the Service and Qwest's network shall comply with the Qwest Acceptable Use Policy ("AUP"), which AUP is posted on Qwest's web site at <http://www.qwest.com/legal> and which is made a part of this Agreement. Qwest reserves the right to amend the AUP effective upon (i) posting to the web site or (ii) other notice to Customer. Customer agrees to defend, indemnify and hold harmless Qwest, its affiliates, and contractors from any and all liabilities, costs and expenses, including reasonable attorneys' fees, arising from or related to use of the Service by Customer or Customer's Users. For purposes of this Exhibit, "Customer's Users" shall refer to customers of Customer or any other third parties who utilize or access the Service or the Qwest network pursuant to this Agreement. In addition to "Cause" as defined in the Agreement, Cause shall also include the violation of the AUP or conduct that Qwest, in its reasonable discretion, believes may subject Qwest to civil or criminal litigation or liability, charges and/or damages. If Qwest has suspended the Service pursuant to this Section, Qwest may require a reinitiation fee in order to resume Service.

3. MINIMUM SERVICE TERM.

3.1 Service Term(s). The term of this Exhibit I shall commence upon the Amendment Effective Date and conclude upon the expiration or termination of the last-to-expire (or terminate) DIA Port ordered hereunder. The term for each DIA Port ordered hereunder shall commence on the Start of Service Date for the Service installed pursuant to this Exhibit I and shall continue for one (1) year from the Start of Service Date, unless a longer term commitment is selected by Customer as indicated on an Order Form (the "Minimum Service Term"). Upon expiration of the Minimum Service Term, each DIA Port shall automatically renew and remain in effect for consecutive one (1) year terms ("Renewal Term"), unless either party elects to terminate the DIA Port upon at least sixty (60) calendar days prior written notice to the conclusion of the Minimum Service Term (each Renewal Term to be included in the Minimum Service Term). The start of service for each ordered Service (the "Start of Service Date") shall begin at the earliest to occur of (i) the date on which Customer activates the Service or (ii) the date on which the Service is made available for use by Qwest to the Customer. If any Minimum Service Term for any Service ordered hereunder extends beyond the expiration of the Initial Term of the Agreement, it is the intention of the Parties that, notwithstanding any such expiration of the Agreement, this Service Exhibit I and the Agreement to remain in full force and effect but only as to the DIA Ports with a remaining Minimum Service Term. Services shall cease to be provisioned by Qwest as of the latter of: (i) the expiration of the Initial Term of the Agreement, or (ii) the expiration of the last applicable Minimum Service Term.

3.2 Early Termination Fees. If the Agreement or any DIA Ports provisioned hereunder are terminated prior to the expiration of their applicable Minimum Service Term for reasons other than termination by Customer for Cause, then Customer shall pay to Qwest: (a) all charges for Service provided through the date of such cancellation; (b) an early cancellation charge of fifty percent (50%) of the balance of the monthly recurring charges (then in effect at the time of cancellation) that otherwise would have become due for the unexpired portion of the Minimum Service Term; and (c) if Customer was granted a discount or waiver with respect to

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any non-recurring charges based on the duration of Customer's Minimum Service Term commitment (an "NRC Waiver"), then Customer shall also pay an amount equal to the NRC Waiver.

4. DISCLAIMER OF WARRANTIES.

CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICE AND THE INTERNET AND ACCESSES THE SAME AT ITS OWN RISK. QWEST EXERCISES NO CONTROL OVER AND HAS NO RESPONSIBILITY WHATSOEVER FOR THE CONTENT ACCESSIBLE OR ACTIONS TAKEN ON THE INTERNET AND QWEST EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR SUCH CONTENT OR ACTIONS. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, THE SERVICE AND RELATED SOFTWARE PROVIDED BY QWEST, IF ANY, ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY QWEST, ITS AFFILIATES OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE A WARRANTY.

CUSTOMER'S REMEDIES FOR ANY AND ALL CLAIMS RELATED TO DIA SERVICES SHALL BE LIMITED TO THOSE SET FORTH IN THE SERVICE LEVEL AGREEMENT ("SLA"). IN ADDITION, QWEST'S TOTAL AGGREGATE LIABILITY HEREUNDER SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE AVERAGE MONTHLY RECURRING CHARGE PAID TO QWEST BY CUSTOMER FOR THE AFFECTED SERVICE WHICH GIVES RISE TO SUCH LIABILITY. CUSTOMER HEREBY WAIVES ANY CLAIM THAT THESE EXCLUSIONS DEPRIVE IT OF AN ADEQUATE REMEDY OR CAUSE THIS AGREEMENT TO FAIL OF ITS ESSENTIAL PURPOSE. EXCEPT AS SPECIFICALLY SET FORTH IN THE SLA, THE FOREGOING SETS FORTH CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF THIS EXHIBIT BY QWEST. THE PROVISIONS OF THIS SECTION ALLOCATE THE RISKS BETWEEN QWEST AND CUSTOMER AND QWEST'S PRICING REFLECTS THE ALLOCATION OF RISK AND LIMITATION OF LIABILITY SPECIFIED HEREIN.

5. RATES, PROMOTIONS, DISCOUNTS.

5.1 Rates. The applicable rates, charges, terms and discounts associated with DIA Services are set forth in this Section 5. Customer shall be obligated to pay all applicable monthly recurring charges ("MRCs") (less any applicable discounts) and any non-recurring charges ("NRCs") as set forth herein. Pricing for non-standard DIA Services, other than those set forth herein, are provided by Qwest at Qwest's then-current rates and/or prices. Customer shall not be eligible for any discounts or promotional offers other than those specifically set forth in this Exhibit I.

(a) The port NRCs, Flat Rate DIA Port pricing, Minimum Port Commitment pricing, Fractional DS1 pricing and NxDS1 pricing associated with DIA Service pricing are set forth in Tables 1, 2, 3, 4 and 5 herein. Customer may not decrease the applicable pricing bandwidth (e.g., decrease from DS-3 to DS-1) it selects on the applicable Qwest accepted Order Form to a lower Bandwidth during the Minimum Service Term. Customer will be allowed to increase port size and choose any billing method when upgrading to a larger DIA Port.

TABLE 1: PORT NON-RECURRING CHARGE PRICING TABLE

PORT	NRC
DS-1, Fractional DS-1, NxDS-1	\$50
DS-3	\$100
OC-3	\$200
OC-12	\$300
OC-48	\$600
Ethernet	\$50
Fast Ethernet	\$150
Gigabit Ethernet	\$400

TABLE 2: FLAT RATE DIA PORT LIST PRICING TABLE

FLAT RATE DIA PORT PRICING			
FLAT	List Rates	FLAT	List Rates
1.544 Mbps	\$200	45 Mbps	\$1,800
FLAT	List Rates	FLAT	List Rates
155 Mbps	\$13,000	622 Mbps	\$45,000

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FLAT	List Rates	FLAT	List Rates
2.488 Mbps	\$165,000	10 Mbps	\$1,000
FLAT	List Rates	FLAT	List Rates
100 Mbps	\$8,000	1000 Mbps	\$65,000

TABLE 3: MINIMUM PORT COMMITMENT (MPC) PRICING TABLE

MINIMUM PORT COMMITMENT (MPC)					
MPC	List Rates	Per Mbps List	MPC	List Rates	Per Mbps List
5 Mbps	\$1,118	\$224	15 Mbps	\$2,508	\$167
9 Mbps	\$1,811	\$201	30 Mbps	\$4,559	\$152
14 Mbps	\$2,560	\$183	45 Mbps	\$6,599	\$147
18 Mbps	\$3,018	\$168	60 Mbps	\$8,359	\$140
23 Mbps	\$3,559	\$155	80 Mbps	\$10,288	\$129
27 Mbps	\$3,621	\$134	95 Mbps	\$10,588	\$111
MPC	List Rates	Per Mbps List	MPC	List Rates	Per Mbps List
60 Mbps	\$9,645	\$161	250 Mbps	\$36,839	\$147
125 Mbps	\$18,084	\$145	500 Mbps	\$51,008	\$102
185 Mbps	\$24,331	\$132	750 Mbps	\$73,136	\$98
250 Mbps	\$30,140	\$121	1000 Mbps	\$92,098	\$92
310 Mbps	\$34,499	\$111	1250 Mbps	\$110,517	\$88
375 Mbps	\$36,168	\$96	1500 Mbps	\$127,520	\$85
MPC	List Rates	Per Mbps List	MPC	List Rates	Per Mbps List
10 Mbps	\$1,600	\$160	100 Mbps	\$10,833	\$108
20 Mbps	\$3,019	\$151	200 Mbps	\$20,000	\$100
30 Mbps	\$4,364	\$145	300 Mbps	\$28,676	\$96
40 Mbps	\$5,333	\$133	400 Mbps	\$36,111	\$90
50 Mbps	\$6,154	\$123	500 Mbps	\$43,333	\$87
60 Mbps	\$6,400	\$107	600 Mbps	\$50,000	\$84

TABLE 4: FRACTIONAL DS1 PRICING TABLE

Fractional DS1	
Speeds	List Rates
64 Kbps	\$150
128 Kbps	\$168
192 Kbps	\$186
256 Kbps	\$204
384 Kbps	\$222
512 Kbps	\$240
768 Kbps	\$258
1024 Kbps	\$275

TABLE 5: NxDS1 PRICING TABLE*

NxDS1	
Speeds	List Rates
3 Mbps (2)	\$570
4.5 Mbps (3)	\$855
6 Mbps (4)	\$1,140
7.5 Mbps (5)	\$1,425
9 Mbps (6)	\$1,620
10.5 Mbps (7)	\$1,890
12 Mbps (8)	\$2,160

*Customer must use Qwest-approved CPE for NxDS1 Services

5.2 **DIA Discount.** During each monthly billing period of the Term, in addition to any other applicable discounts contained herein, Customer shall be eligible to receive a DIA discount of zero percent (0%) ("DIA Discount"). The DIA Discount will be applied to Customer's monthly recurring charges for DIA Services ordered by Customer after the Amendment Effective Date.

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5.3 Miscellaneous.

Customer shall be solely responsible for the following (none of which are included in this Exhibit): (a) any costs associate with CPE which, if requested by Customer, may be provided by Qwest pursuant to the terms of a separate CPE agreement; and/or (b) local access and access-related charges, including any charges for interconnection, installation, local loops, inside wiring, construction, distance and termination charges and other access-related charges whether assessed by a LEC or otherwise (collectively referred to as "Local Access"). Unless otherwise agreed by Qwest in an accepted Order Form or pursuant to another service exhibit under the Agreement, Customer is solely responsible for: (i) coordination of all Local Access and, in any event, shall be solely responsible for any costs associated with such Local Access, including, without limitation, any LEC early termination fees associated with any Service provided hereunder; and/or (ii) ordering, securing installation and ensuring proper operation of any and all equipment required to enable Customer to receive the Service. Qwest reserves the right to charge a reasonable fee if Customer elects to use its own Local Access Facilities.

In the event Customer requests Qwest to obtain local loop access on behalf of Customer and Qwest agrees, Qwest shall use commercially reasonable efforts to obtain such local loop access on Customer's behalf, subject to availability; provided, however, that Qwest shall have no responsibility or liability in connection with such local loops or other facilities, whether ordered by Qwest on Customer's behalf or ordered directly by Customer. Qwest's provision of the Service to Customer and the availability of the associated pricing as set forth herein is subject to availability of: (i) SONET engineering; (ii) LEC serving wire center(s); and (iii) POP facilities. No collocation rights are created by this Exhibit I. Any collocation requirements requested by Customer shall be provided for in a separate collocation agreement entered into by the Parties.

Qwest reserves the right, upon thirty (30) calendar days prior written notice to Customer, to modify any of the Services, rates, promotions or charges described in this Exhibit I; provided, however, if Customer has existing DIA Service for which there remains a Minimum Service Term such DIA Services shall continue until the end of such Minimum Service Term at the rates, and applicable discounts, (if any), currently being charged for such DIA Service. All rates and charges are subject to change immediately in the event there are mandated surcharges imposed by a federal, state or governmental agency. Notwithstanding the foregoing, in the event any Regulatory Activity, Qwest reserves the right, at any time with as much advance written notice as reasonably possible and without liability, to: (i) pass through to Customer all, or a portion of, any charges or surcharges directly or indirectly related to such Regulatory Activity; (ii) modify the Service, rates (including any rate guarantees), promotions, terms and/or conditions of this Exhibit in order to conform to such action; or (iii) if such Regulatory Activity materially and adversely impairs the provision of Service under the Agreement, as reasonably determined by Qwest, terminate this Exhibit I.

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**ADDENDUM I-1
SERVICE LEVEL AGREEMENT (SLA):**

This Addendum I-1 to the Agreement sets forth the SLA applicable to the Service. Except as otherwise set forth herein, capitalized terms shall have the definitions assigned to them in the Agreement. The SLA is effective as of the first day of the second month after initial installation of Service.

NETWORK AVAILABILITY

APPLICABLE COMPONENTS	GOAL	AVAILABILITY / REMEDY
On Net	100%	Each cumulative hour of downtime qualifies Customer for one day's charges pro-rated from the MRC.

LATENCY

APPLICABLE COMPONENTS	GOAL	ACTUAL LATENCY / REMEDY	ACTUAL LATENCY / REMEDY	ACTUAL LATENCY / REMEDY
On Net	50 ms	51 – 60 ms / 10%	61 – 80 ms / 25%	Greater than 80 ms / 50%
Off Net	95 ms	96 – 105 ms / 10%	106 – 115 ms / 25%	Greater than 115 ms / 50%

PACKET DELIVERY

APPLICABLE COMPONENTS	GOAL	ACTUAL PACKET DELIVERY / REMEDY	ACTUAL PACKET DELIVERY / REMEDY	ACTUAL PACKET DELIVERY / REMEDY
On Net	99.50%	99.49% - 99.01% / 10%	99.00% - 90.00% / 25%	less than 90.00% / 50%

REPORTING

APPLICABLE COMPONENTS	GOAL	REPORTING / REMEDY
On Net	10 minutes	Each failure to report Service interruptions within the applicable timeframes qualifies Customer for one day's charges pro-rated from the MRC, at a maximum of one such credit accrued per day.

Components Included. All relevant components of the Qwest owned and operated IP Network ("On Net") and components of other Internet backbone providers in certain locations ("Off Net") are subject to this SLA. This includes components such as POPs, core routers, and circuits. Local access/connection facilities (i.e., the local loop or tail circuits) ("Local Access") used to access the Qwest IP Network or partner networks and any Customer equipment are not included as components of the Qwest IP Network for purposes of this SLA; provided, however, solely for purposes of the "Network Availability SLA," the components of the Qwest IP Network shall include any Local Access provided by Qwest, but shall specifically exclude any Local Access furnished or ordered directly by Customer.

Measurement.

Network Availability. Network Downtime is measured based on the total outage time incurred by Customer. "Network Downtime" shall exist when a particular Customer facility (the "Affected Service") is unable to transmit and receive data and Qwest records such failure in the Qwest trouble ticket system. Network Downtime is measured from the time the trouble ticket is opened to the time the Affected Service is again able to transmit and receive data.

Latency. The average roundtrip network delay ("Latency") will be measured on an ongoing basis every five (5) minutes to adequately determine a consistent average monthly performance level for Latency at the relevant POPs. The On Net SLA measures Latency between Qwest owned and operated IP POPs. The Off Net SLA measures Latency between the Qwest IP Network and other Internet backbone providers. Latency performance levels will be posted to the Qwest Web site provided to Customer. Latency for other components are calculated as follows:

$$\frac{\Sigma (\text{Roundtrip Delay for relevant POP-POP trunks})}{\text{Total Number of relevant POP-POP trunks}} = \text{Latency}$$

Packet Delivery. Packet Delivery will be measured on an ongoing basis every five (5) minutes to adequately determine a consistent average monthly performance level for packets actually delivered between the relevant POPs. Packet Delivery performance levels will be posted to the Qwest Web site provided to Customer.

Remedies: Upon Customer's request to the Call Management Center made within five (5) business days of the last day of the month in which the relevant measurement of the SLA was not met, Customer shall be entitled to service credits as set forth herein. A credit shall be applied only to the month in which the event giving rise to the credit occurred. The maximum SLA credits issued in any one calendar month shall not exceed: (i) seven (7) days' charges pro-rated from the MRC of the Affected Service with respect to the IP Network Availability measurement and IP Network Reporting measurement; or (ii) fifty percent (50%) of the MRCs of the Affected Service with respect to the Latency and IP Network Packet Delivery measurements. In no event shall the total credit, in the aggregate for all credits issued in one month, exceed the

equivalent of one hundred percent (100%) of the relevant MRCs for the Affected Service.

Service Credit Exceptions: Service credits shall not be issued where the Service is unavailable as a result of: (i) the acts or omissions of Customer, its employees, contractors or agents or its End Users; (ii) the failure or malfunction of equipment, applications or systems not owned or controlled by Qwest; (iii) Force Majeure events; or (iv) scheduled service maintenance, alteration, or implementation. No credits will be granted pursuant to the Reporting SLA unless Customer provides Qwest with accurate, current contact information, including a valid pager number, fax number and email address (as detailed on the DIA order form).

Maintenance.

Normal Maintenance. Normal Maintenance refers to upgrades of hardware or software or upgrades to increase capacity. Normal Maintenance may temporarily degrade the quality of the Service, including possible outages. Such effects related to Normal Maintenance shall not give rise to service credits under this SLA. Normal Maintenance shall be undertaken only on Sunday, Tuesday and Thursday mornings between the hours of 12:00 AM and 6:00 AM Local Time unless otherwise designated by Qwest upon sixty (60) calendar days prior written notice to Customer. For purposes of this SLA, "Local Time" refers to the local time in the time zone in which an Affected Service is located. Qwest shall provide as least two (2) days prior notice of Normal Maintenance.

Urgent Maintenance: Urgent Maintenance refers to efforts to correct network conditions that are likely to cause a material Service outage and that require immediate action. Urgent Maintenance may degrade the quality of the Services, including possible outages. Such effects related to Urgent Maintenance shall entitle Customer to service credits as set forth in this SLA. Qwest may undertake Urgent Maintenance at any time deemed necessary and shall provide notice of Urgent Maintenance to Customer as soon as is commercially practicable under the circumstances.

Customer Termination Rights. Customer may terminate the Affected Services without penalty if, in any single calendar month: (A) Customer would be eligible to receive credits totaling fifteen (15) or more days (but for the limitation set forth herein) resulting from three (3) or more events during such calendar month; (B) any single event entitling Customer to credits under the section entitled "Network Availability Goal" above exists for a period of eight (8) consecutive hours; or (C) any number of events entitling Customer to credits under "Network Availability" above exists for an aggregate of twenty-four (24) hours. Such termination must be conducted by written notice to the Call Management Center, with a courtesy copy to the attention of Qwest's General Counsel, and within five (5) business days following the end of the relevant calendar month. Such termination will be effective forty-five (45) days after receipt of written notice by Qwest. The provisions of this SLA state Customer's sole and exclusive remedies for Service interruptions or Service deficiencies of any kind whatsoever.

**SERVICE EXHIBIT N1
DOMESTIC NETWORK DIVERSITY SERVICE EXHIBIT
WHOLESALE SERVICES AGREEMENT**

1. DOMESTIC DIVERSITY SERVICE DESCRIPTION.

1.1 Qwest will provide domestic diversity enhancements ("Service" or "Diversity") to Underlying Services (defined below) on the Qwest Domestic Network pursuant to the terms and conditions of the Agreement, and this Exhibit N. Except as set forth in this Service Exhibit, capitalized terms shall have the definitions assigned to them in the Agreement. For purposes of this Service Exhibit N, the term "Qwest Domestic Network" shall mean the Qwest interexchange network or backbone located within the contiguous continental U.S. that is comprised only of physical media, switches, circuits and/or ports that are operated solely by Qwest.

1.2 Diversity is an enhanced routing feature that (a) routes an Underlying Service on the Qwest Domestic Network according to either: (1) a defined relationship between the primary and diverse circuit(s), or (2) a predefined path that either avoids or routes to a specified geographic location on the circuit path ("Single Circuit Diversity") and (b) identifies and maintains the Underlying Service as a diversely routed circuit in the Qwest provisioning systems, subject to available network facilities. Diversity Service does not provide switching of Customer's digital transmissions between primary and diversely routed circuits in the event of a failure on any one circuit. Qwest only offers the protection switching, if any, inherent with the Underlying Services. Diversity is offered, subject to availability and technical feasibility, as an enhanced feature of Qwest's Domestic Private Line Service, QWave Service, Dedicated Internet Access Service, and/or Local Access Service (each, as applicable, an "Underlying Service"). The Underlying Services shall, except to the extent modified in this Service Exhibit, be offered pursuant to the terms and conditions of the Agreement and Services Exhibits applicable to the Underlying Services. Qwest's Diversity Service may be provided in the configurations described below in Sections 1.3 through 1.7 below:

1.3 **Single Circuit Diversity.** Single Circuit Diversity is an enhanced routing feature offered on Qwest's Domestic Private Line, QWave, and Dedicated Internet Access services at DS-1, DS-3, OC-3, OC-12, and OC-48 transmission rates. Single circuit diversity may not be combined with any other Private Line Diversity offerings, or another related Single Circuit Diversity request. Qwest reserves the right to reject or refuse, in its sole and absolute discretion, any request or order for Single Circuit Diversity Service. Single Circuit Diversity Service may be provided in the configurations described below:

(a) **Single Circuit Diversity on Domestic Private Line and QWave** - A single circuit on the Qwest Domestic Network that is routed to either include or avoid a specified geographic location on the circuit path between the originating and terminating Qwest transport Point of Presence ("POP") buildings.

(b) **Single Circuit Diversity on Dedicated Internet Access** - A single circuit on the Qwest Domestic Network that is routed to a specified Qwest POP that supports the Dedicated Internet Access Underlying Service.

1.4 **Domestic Private Line Diversity Service.** Domestic Private Line Diversity Service is offered at DS-1, DS-3, OC-3, OC-12, and OC-48 transmission rates. Qwest does not offer DS-0 and Fractional DS-1 Domestic Private Line Diversity Services. Qwest's routing of the diverse Domestic Private Line circuit is based upon the route of the designated working path of a primary Domestic Private Line circuit. At the Customer's request and subject to available facilities, Qwest will provision two diversely related Domestic Private Line Underlying Services from two different Qwest transport Point of Presence (POP) buildings in the originating and/or terminating cities. Qwest's Domestic Private Line Diversity offering does not guarantee availability of diverse Qwest POPs. Domestic Private Line Diversity Service is offered in the following configurations:

(a) **Route Diversity** - Two or more circuits that are independently routed on the Qwest Domestic Network via: (i) geographically and physically separate transmission paths; and (ii) separate network transport equipment and buildings between the originating and terminating Qwest POPs. Depending on available network facilities, however, the circuits may originate (or terminate) at the same Qwest POP; or

(b) **Ring Diversity** - Two or more circuits that are independently routed on the Qwest Domestic Network via: (i) separate network transport transmission systems; and (ii) some common fiber facilities and/or buildings between the originating and terminating Qwest POPs. Depending on available network facilities, the circuits may originate (or terminate) at the same Qwest POP.

1.5 **QWave Diversity Service.** QWave Diversity Service is offered as an unprotected point-to-point transmission path between an originating and terminating Qwest POP at 2.5 Gbps and 10 Gbps transmission rates. QWave Diversity Service is offered in the following configuration:

(a) **Route Diversity** - Two or more circuits that are independently routed on the Qwest Domestic Network via: (i) geographically and physically separate transmission paths; and (ii) separate network transport equipment and buildings between the originating and terminating Qwest POPs. Depending on available network facilities, the circuits may or may not originate (or terminate) at the same Qwest POP.

1.6 **Dedicated Internet Access (DIA) Diversity Service.** Dedicated Internet Access Diversity Service are offered at DS-1, Fractional DS-3, DS-3, OC-3, OC-12 and OC-48 transmission rates. DIA Diversity Service is offered in the following configurations which may be combined:

(a) **DIA TERAPOP Diversity** - The diverse Dedicated Internet Access Service originates and/or terminates in a physically separate Qwest POP from the primary DIA connection;

(b) **DIA Router Diversity** - The diverse Dedicated Internet Access Service originates and/or terminates in a separate DIA router within the same Qwest POP as the primary Dedicated Internet Access Service; and

(c) **DIA Card Diversity** - The diverse Dedicated Internet Access Service originates and/or terminates onto a separate DIA card on the same DIA router within the same Qwest POP as the primary Dedicated Internet Access Service.

1.7 **Local Access Diversity Service.** Qwest Local Access Diversity Service is offered at DS-1, DS-3, OC-3, OC-12, and OC-48 transmission rates. Local Access Diversity Service is based upon Customer's reasonable routing requirements and may include Qwest ordering circuits utilizing alternate Central Offices or alternate Serving Wire Centers. Qwest does not have direct control of the routing, installation, maintenance, performance, etc. of the third party local access facilities ordered on behalf of the Customer. Local Access Diversity can only be ordered in combination with the underlying transport service.

**SERVICE EXHIBIT N1
DOMESTIC NETWORK DIVERSITY SERVICE EXHIBIT
WHOLESALE SERVICES AGREEMENT**

2. DIVERSITY SERVICE TERM.

2.1 Diversity Services ordered hereunder shall be provided by Qwest on a month-to-month basis. Diversity Services are terminable by either party upon thirty (30) calendar days notice. In addition, the Diversity Services offered hereunder shall terminate immediately upon the termination of the Underlying Service. If Customer terminates or cancels the Diversity Service or an applicable Underlying Service, Customer shall pay all charges for the Diversity Service provided through the effective date of the cancellation (thirty days from notice of termination or cancellation) and all early termination charges that apply to the Underlying Services, as more particularly set forth in the applicable Service Exhibit for the Underlying Services.

3. SERVICE RATES.

3.1 The Service Monthly Recurring Charges ("MRCs") are identified in Exhibit N2 attached and incorporated by reference hereto. Such MRCs will also be identified through Qwest's Q.PricerSM pricing quotation system when Customer requests a quote for the Underlying Services along with Diversity. In the event of a discrepancy between the pricing in Exhibit N2 and Q.PricerSM, the MRCs identified in Exhibit N2 shall prevail. Customer may order Diversity Service at the MRC provided in Exhibit N2 by requesting Diversity with the Underlying Service when submitting Customer's order. Qwest will not provide any Diversity Service at special rates or pursuant to special terms. Nothing herein shall be deemed to modify the rates, terms and conditions applicable to the Underlying Services, which are priced according to the applicable Service Exhibit, Service Schedule, and/or Service Order Form.

3.2 Billing for Diversity shall begin upon activation of the Diversity feature. For Services not previously ordered by Customer and accepted by Qwest, Qwest may, upon thirty (30) calendar days written notice, impose rate changes to any of the MRCs listed in Exhibit N2 or impose any additional charges associated with the Service.

3.3 To the extent permitted by applicable law, in the event of Regulatory Activity, Qwest may at any time upon written notice: (i) pass through to Customer all, or a portion of, any charges or surcharges directly or indirectly related to such Regulatory Activity; or (ii) 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.

3.4 **Backhaul Charges on Dedicated Internet Access.** If Customer orders TeraPOP or Single Circuit Diversity for Dedicated Internet Access Service, backhaul charges may apply. If backhaul routing is required to complete Customer's order, Customer shall pay the backhaul charges for each diversely routed circuit as set forth in Exhibit N2 attached to this Service Exhibit.

3.5 **Single Diverse Circuit Additional Mileage Charges.** Qwest reserves the right to charge Customer actual mileage charges on the Domestic Private Line Underlying Service on a Single Circuit Diversity request that is deemed excessive additional mileage by Qwest (in its sole discretion) in order to comply with the Customer's specified geographic routing criteria. QWave Single Circuit Diversity mileage is always charged on actual mileage.

3.6 **Termination and Disconnection of Services.** Customer shall pay all change order, disconnection and termination charges for the Underlying Services (as set forth in the applicable Services Exhibit, Services Schedule, and/or Order Form), if any, which are incurred or caused as a result of the actions required to provide the Diversity Service to such Underlying Services.

4. SERVICE ORDERING.

4.1 Customer shall submit completed order forms for Service ("Order Forms"). Order Forms submitted via any other means may be rejected by Qwest. Customer shall request a target Service installation date for the Underlying Service and the associated Diversity on the submitted Order Form. Upon receipt of the submitted Order Form, Qwest shall verify that all necessary information has been provided by Customer and that both the Underlying Service and the Diversity are available on the Qwest Domestic Network. If Qwest determines that the submitted Order Form does not contain complete and accurate information necessary for Qwest to process the order, Qwest shall notify Customer and Customer shall submit an updated Order Form.

4.2 Qwest shall provide the Service, only if: (a) there is a valid, accurate Order Form; (b) adequate capacity is available; and (c) such Order Form is accepted by Qwest. All Order Forms for Service submitted shall be governed by the terms and conditions set forth in the Agreement and this Service Exhibit. Prior to order acceptance, Qwest reserves the right to reject any Order Form in its reasonable discretion. Standard provisioning intervals and expedite requests do not apply to Diversity Service.

4.3 Qwest reserves the right to reject or refuse, in its sole and absolute discretion, any order for Diversity prior to installation. Qwest shall notify Customer of any such order rejection or refusal.

5. SERVICE CONDITIONS.

5.1 The Service shall be provided subject to the following conditions:

- (a) Diversity Service is available only with respect to Underlying Services provided on existing Qwest Domestic Network facilities. Special construction requests are not included in this Diversity Service Exhibit.
- (b) Qwest is responsible for the routing of the circuit on the Qwest Domestic Network only. Qwest has no responsibility for the provisioning, routing and maintenance of any circuit on any other carrier network that may or may not be part of a diversity relationship identified or intended by the Customer.
- (c) Qwest makes no representation of knowledge of other carrier and/or third party network assets, including the location of fiber strands, conduits and trenches and other network facilities, in the provisioning of diverse circuits. Further, Qwest will not conduct activities related to the identification of such facilities as part of the Domestic Diversity Service. Qwest does not offer carrier diversity (i.e. ordering diverse circuits from separate carriers and guaranteeing continued diversity) pursuant to this Exhibit N.
- (d) Qwest Domestic Diversity Service does not guarantee that the Customer's diversely routed circuit(s) will not be rearranged ("regroomed") in accordance with standard Qwest network maintenance activities. Any Qwest initiated rearrangement that will remove the Customer's defined diversity relationship as described above will be handled according to the Service Level Agreement herein.
- (e) Customer may experience increased latency on diversely routed circuit(s) as a result of increased actual routing mileage.

6. SERVICE LEVEL AGREEMENT FOR DIVERSITY SERVICE.

SERVICE EXHIBIT N1
DOMESTIC NETWORK DIVERSITY SERVICE EXHIBIT
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- 6.1 Diversity Service Availability** - As used herein, "Unavailability" of Diversity Service occurs when Qwest fails to maintain the diverse routing applicable to the Underlying Service as more particularly defined in the Diversity Service Order Form and the appropriate Service description in Section 1.3, 1.4, 1.5, 1.6 or 1.7 above (as applicable). Customer shall, subject to the terms, exclusions and restrictions described herein, be entitled to receive from Qwest a credit if the Diversity Service for Domestic Private Line Service, QWave Service, or Dedicated Internet Access Service, is Unavailable as a result of Qwest's failure to maintain the desired Diversity Service routing on the Qwest Domestic Network based upon the Diversity Service routing confirmed by Qwest at the time of ordering. For purposes of this Section 6.1, the Qwest Trouble Management System will be the sole source to determine the Customer's Diversity Unavailability. The credit to which Customer may be entitled under this Section shall be equal to one hundred percent (100%) of the Diversity Service MRC for each of the affected circuits for the calendar month in which the Diversity Service was Unavailable (a "Diversity Credit"). The Diversity Credit remedy is the sole and exclusive remedy of Customer in the event of Diversity Service Unavailability and shall not apply to the Underlying Service(s) or any SLAs applicable thereto, if any.
- 6.2 Network Rearrangements** - During the Service term, Qwest may perform a network rearrangement that materially affects Customer's Service such that the Diversity routing relationship is no longer truly diverse. In such an event, Qwest will provide Customer with prior notice of such rearrangement and will provide Customer an alternative diverse routing of the affected circuit(s). Customer can accept or reject such alternative diverse routing, but such acceptance shall not be unreasonably withheld. Customer's existing charges for the Diversity Service will not change as a result of Customer's acceptance of the alternative diversity routing. Should Customer not accept the proposed alternate Diversity rerouting, Customer may, as its sole and exclusive remedy, terminate the affected Diversity Service without liability for the Diversity Service. In the event that Customer terminates the Underlying Service(s) after rejection of proposed alternate Diversity rerouting, Customer will incur termination liability pursuant to the Service Exhibit(s) applicable to the Underlying Service(s).
- 6.3 Terms and Conditions.**
To be eligible for a Diversity Credit under this Section 6, Customer must, in addition to complying with the other terms included herein, (i) be in good standing with Qwest and current in its payment obligations, other than those amounts that are subject to Bona Fide Dispute, and (ii) submit necessary supporting documentation (if applicable) and request reimbursement or credits hereunder within thirty (30) days of the conclusion of the service month in which the requisite unavailability occurs. In the event Customer fails to comply with the condition set forth in the immediately preceding sentence, Customer shall, with respect to that Diversity Credit remedy, have waived its right to such remedy.

Customer must exercise any termination right available to it under this Section 6 within thirty (30) calendar days after Customer first becomes eligible to exercise the termination right. In the event Customer fails to comply with the condition set forth in the immediately preceding sentence, Customer shall, with respect to the termination right, have waived such right.

The credit shall not include credits on any other MRCs charged to Customer for any other Qwest Service including the Underlying Services. In no circumstances will Customer receive a credit that exceeds one hundred percent (100%) of the Diversity Service MRC for the applicable month. Outages of the Underlying Services are governed by the service level agreement for such Underlying Service and Qwest shall not provide a credit under this Section 6 for failures of Diversity caused by outages.

**SERVICE EXHIBIT N2
DOMESTIC NETWORK DIVERSITY SERVICE RATE SCHEDULE
WHOLESALE SERVICES AGREEMENT**

The Rates for the Services herein apply only to Qwest's Diversity Service and do not modify, negate or supersede the rates for Customer's Underlying Service(s) as more specifically set forth in the applicable Service Exhibit(s) thereto. The rates and pricing set forth in this Service Exhibit N2 are subject to the terms and conditions of Customer's Exhibit N1 and the Agreement.

1. **Diversity Enhancement Charges.** Customer shall pay Qwest a monthly Diversity Enhancement charge to manage and maintain the identified diversity relationship for each Underlying Service as follows:

CIRCUIT TYPE	MRC/CIRCUIT
DS-1	\$100.00
DS-3	\$150.00
OC-3	\$200.00
OC-12	\$250.00
OC-48/2.5G	\$300.00
10G	\$350.00

2. **Additional Charges.** In addition to the Diversity Enhancement Charges (MRCs) identified above, the following charges shall apply to Customer's Diversity Service or the Underlying Service:

- (a) **Backhaul Charges on Dedicated Internet Access Diversity Service.** If Customer orders TeraPOP or Single Circuit Diversity for Dedicated Internet Access Service, backhaul charges may apply. If backhaul routing is required to complete Customer's order, Customer shall pay the backhaul charges for each diversely routed circuit as set forth in a special pricing Exhibit N6 attached and incorporated by reference hereto.
- (b) **Single Diverse Circuit Additional Mileage Charges.** Notwithstanding the pricing in Customer's Domestic Private Line Service Exhibit, Qwest reserves the right to charge Customer actual mileage charges (as a Diversity Service fee) on the Domestic Private Line Underlying Service on a Single Circuit Diversity request that is deemed excessive additional mileage by Qwest in order to comply with the Customer's specified geographic routing criteria. Qwave Single Circuit Diversity mileage is always charged on actual mileage.
- (c) **Other Charges.** Customer may incur additional charges related to orders, change orders, extended wiring, etc. in accordance with the terms and conditions governing the Underlying Services.
- (d) **Order Changes and Cancellation.** Customer agrees to pay Qwest all costs incurred for changes or cancellation of the Service Order prior to Installation of Diversity Service, including but not limited to, any additional charges assessed by the local access provider(s).
- (e) **Underlying Services.** Customer shall pay all charges for the Underlying Services set forth in the applicable Services Exhibit, Services Schedule, and/or Order Form.