

UT-041379-AF
om-10/29/09
NO ACTION
Qwest
Spirit of Service

Qwest Corporation
1600 7th Avenue, Room 1506
Seattle, Washington 98191
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Mark S. Reynolds
Assistant Vice President
Public Policy & Regulatory Affairs

September 8, 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 19 to the Wholesale Services Agreement which was filed under Docket No. UT-041379. Also enclosed is a verified statement.

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

Very truly yours,



for Mark Reynolds

Enclosures

RECEIVED
REGULATORY MANAGEMENT
2009 SEP 15 AM 9:07
STATE OF WASH.
UTIL. AND TRANSP.
COMMISSION

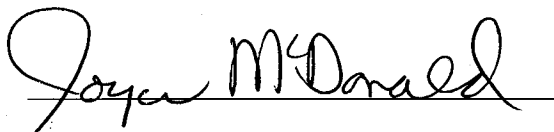
VERIFIED STATEMENT OF AFFILIATED INTEREST TRANSACTION

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 19 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 McDonald". The signature is written in black ink and is positioned above a horizontal line.

Joyce L. McDonald

Dated at Seattle this 8th day of September, 2009.

**AMENDMENT NO. 19 TO
WHOLESALE SERVICES AGREEMENT**

THIS AMENDMENT NO. 19 (this "Amendment") is by and between **Qwest Communications Company, LLC** ("Qwest") and **Qwest Corporation** ("Customer") and amends the Wholesale Services Agreement between Customer and Qwest dated effective as of July 29, 2004, as may have been previously amended by amendment, addenda or rate change notification (the "Agreement"). This Amendment shall be effective as of the date when it has been signed by both Parties (the "Amendment Effective Date"). All capitalized terms used herein which are not defined herein shall have the definitions ascribed to them in the Agreement. The Parties hereby agree to amend the Agreement as follows:

1. New Services.¹ The service descriptions and related rate exhibits set forth in Exhibit(s) IPE, IPE2, IPE Attachment 1, PL, PL Attachment 1, PL2-DPL, PL2-QMPL, PL2-EPL, PL2-QWAVE, FOCN2c, FOCN2d, FOCN2e and IM 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 G, G2, GETH, GETH2, I, I2, IP, IP2, S, S6, W, W2, FOCN2c, FOCN2d, FOCN2e and IM (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.

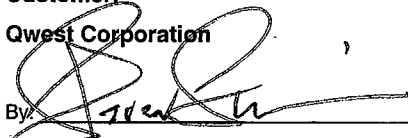
3. Effective Date. This Amendment shall be effective as of the date it is executed by the last Party to execute (the "Amendment Effective date") and be deemed incorporated by reference into the Agreement; provided however, that if under applicable law, this Agreement or notice thereof must be filed with 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.

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

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

QWEST:
QWEST COMMUNICATIONS COMPANY, LLC
By: 
Warren Mickens
Vice President, Customer Service Operations
Date: 09/02/09
Offer Management Director: 
Date: 8/31/09

Customer:
Qwest Corporation
By: 
Name: Steven Swain
Title: Vice President - Finance
Date: 9/2/09

**SERVICE EXHIBIT IPE
QWEST IQ NETWORKING® SERVICE
WHOLESALE/ ENHANCED SERVICES AGREEMENT**

1. SERVICE DESCRIPTION.

1.1 Qwest will provide domestic Qwest IQ Networking® Service ("Service") pursuant to the terms and conditions of the Agreement and this Exhibit, and subject to capacity and availability. Except as set forth in this Exhibit, capitalized terms will have the definitions assigned to them in the Agreement.

1.2 The Service is a data and Internet Protocol ("IP") solution that is designed for private communications between Customer's sites or public (dedicated) Internet connectivity. The Service requires Customer's purchase of Local Access Services for the connection between a Customer location and the port ordered by Customer as part of the Service (each, a "Port"). "Local Access Services" are defined in, and subject to the terms and conditions of, Service Exhibit T to the Agreement. Customer must order the Port and the associated Local Access Services together on the same Order Form.

1.3 Subject to availability, upon written Customer request, Qwest will use commercially reasonable efforts to secure domain names and assign Internet address space for the benefit of Customer during the Service Term (defined in Section 3.1 below). Neither Customer nor any End Users will own or route these addresses. Qwest owns all such IP addresses and, upon termination of Service, Customer's access to the IP addresses will cease.

1.4 Qwest offers 3 different port types with the Service, each with a variety of speeds and features.

(a) "Internet Ports" provide Customer locations with connectivity to the Internet produced by: (i) a dedicated, high-speed network connection between Customer's premises and Qwest's continental United States Internet protocol network ("Qwest IP Network"); and (ii) routing services, based upon the Internet Protocol.

(b) "Private Ports" provide wide area network (WAN) connectivity between Customer locations. Customer may allocate traffic to point-to-point Layer 2 virtual private local area network (LAN) service ("VPLS") or Layer 3 multiple protocol label switching ("MPLS") connections. Private Ports may have traffic allocated to a maximum of 5 different point-to-point Layer 2 VPLS instances or Layer 3 MPLS closed user groups ("CUGs"). Qwest may permit more than 5 different Layer 2 VPLS connections or Layer 3 MPLS CUGs on an individual case basis and only with the prior written consent of Qwest. Private Ports with VPLS are supported on Qwest-certified equipment and are limited to Qwest-certified Service speeds and encapsulation methods. The following features are not available with Private Ports with VPLS: (i) usage reports; (ii) the Burstable pricing methodology; (iii) the Reporting Goal in the SLA; (iv) End-to-End Performance Reporting; and (v) proactive outage notification.

(c) "Enhanced Ports" provide all of the functionality of both an Internet Port and a Private Port in a consolidated communications solution. Enhanced Ports may have traffic allocated to a maximum of 5 different point-to-point Layer 2 VPLS connections or Layer 3 MPLS CUGs. Qwest may permit more than 5 different Layer 2 VPLS connections or Layer 3 MPLS CUGs on an individual case basis and only with the prior written consent of Qwest.

(d) Quality of Service ("QoS") traffic prioritization offerings and availability and descriptions of QoS features for Private Ports and Enhanced Ports are available upon request.

1.5 The service level agreement specific to the Service is stated in Attachment 1 to this Exhibit ("SLA"). Qwest may amend the SLA effective upon written notice to Customer.

1.6 Qwest offers 3 different optional features with the Service, for an additional fee, depending on the type of Port selected.

(a) End-to-End Performance Reporting ("E2EPR") is an optional feature available with Private Ports and the Private Port functionality of Enhanced Ports, except for Ports with VPLS. E2EPR collects data from Customer's traffic within its CUGs and measures availability, jitter, latency, and packet delivery between Customer's edge routers, between Qwest's routers, and between Customer's edge routers and Qwest's routers. If Customer orders E2EPR, Customer must order it for all of its Private Ports and Enhanced Ports, and Customer agrees to include Qwest as a member of each CUG. Qwest will provide the reports to Customer in the Qwest Control® portal. The data contained in E2EPR is for informational purposes only and is measured differently than the Reporting goals contained in the SLA. E2EPR is not subject to the SLA. The E2EPR MRCs do not constitute Contributory Charges for purposes of the Agreement. E2EPR is provided on a month-to-month basis and either party may cancel this feature upon 30 days' written notice to the other party.

**SERVICE EXHIBIT IPE
QWEST IQ NETWORKING® SERVICE
WHOLESALE/ ENHANCED SERVICES AGREEMENT**

(b) Secure IP Gateway ("SIG") is an optional feature available with Enhanced Ports that adds a network-based firewall feature. Qwest makes no warranty, guarantee, or representation, express or implied, that SIG will detect all security threats and vulnerabilities or otherwise render Customer's systems invulnerable to security breaches. Customer is responsible for defining the security policies, firewall rules and Network Address Translation policies that SIG will enforce. If SIG is configured on any Enhanced Port within a Customer CUG, then all Ports within the CUG must be Enhanced Ports with SIG. SIG is provided on a month-to-month basis and either party may cancel this feature upon 30 days' written notice to the other party.

(c) Priority Access (PA) is an optional feature available with Internet Ports that allows Customer to prioritize IP traffic between Customer's edge router and Qwest's provider edge router with one low latency priority queue. When ordering Priority Access for the first time or when adding Priority Access to an existing DS-1 Port, the following comments must be added to the Order Form or Priority Access will not be provisioned correctly and additional time will be added to standard installation intervals. ***Improper labeling may incur additional charges to Customer's account.***

"Please add Priority Access to this dedicated Internet access port"

Priority Access is provided for the same term as the Internet Port to which it is added. If Customer cancels Priority Access before the end of the associated Internet Port's Service Term, Customer must pay a Change charge.

2. CUSTOMER RESPONSIBILITIES AND OBLIGATIONS.

2.1 Customer is solely responsible for the following, none of which are included in this Exhibit: (a) any costs associated with customer premise equipment (CPE); (b) all charges related to customer provided access (and other Local Access Services, including charges for interconnection, installation, local loops, wiring, and construction); and (c) ordering, installing, and ensuring proper operation of any and all equipment required to enable Customer to receive the Service or any feature hereunder.

2.2 All use of the Service and the Qwest IP Network must comply with the Qwest Acceptable Use Policy posted at <http://www.qwest.com/legal/usagePolicy.html> ("AUP") and incorporated herein. Qwest may immediately suspend, limit or terminate all or any part of the Service, terminate this Exhibit, or do any or all of the foregoing, if Customer or any End User violates the AUP or any applicable law or regulation that exposes (a) Qwest to criminal or civil liability or (b) the Qwest IP Network or its users to harm, as determined in Qwest's reasonable discretion. Qwest may reasonably modify the AUP to ensure compliance with applicable laws and regulations and to protect Qwest's network and customers, and such change will be effective upon posting to the Qwest web site.

2.3 Customer represents and warrants that more than 10% of the traffic on each Service will be interstate in nature.

3. TERM.

3.1 The term of each Service will commence on its Start of Service Date (defined in Section 7.1 below) and continue for 12 months therefrom, unless Customer selects a longer term commitment in the Order Form ("**Initial Service Term**"). As used in this Exhibit, "**Service Term**" means the Initial Service Term plus any renewals pursuant to Section 3.2. Nothing herein will preclude either party from terminating the Agreement and the Service for Cause pursuant to the terms and conditions of the Agreement, whether or not the Initial Service Term has expired.

3.2 Upon expiration of the Initial Service Term, the Service will continue on a month-to-month basis until the earlier of: (a) termination of the month-to-month Service by either party upon not less than 30 calendar days written notice to the other party; (b) expiration or termination of this Exhibit or the Agreement in accordance with its terms; or (c) extension of the Service Term for a specific period of time pursuant to an Order Form.

SERVICE EXHIBIT IPE
QWEST IQ NETWORKING® SERVICE
WHOLESALE/ ENHANCED SERVICES AGREEMENT

4. SERVICE RATES; BILLING.

4.1 Service and optional feature pricing includes monthly recurring charges ("MRCs") and one-time non-recurring charges ("NRCs"). Qwest will invoice Customer all non-usage based MRCs in advance and all NRCs and other charges in arrears. Billing for a Service will begin on the Start of Service Date. If the Start of Service Date falls on any day other than the first day of the bill cycle date, the first invoice to Customer will consist of: (a) the pro-rata portion of the applicable MRCs covering the period from the Start of Service Date through the last day of the billing cycle; and (b) the MRCs for the following bill cycle.

4.2 Customer may order multiple Ports, with different pricing methodologies.

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

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

(c) **Burstable.** With Burstable pricing, usage samples are taken every 5 minutes throughout Customer's monthly billing cycle. Only one sample is captured for each 5-minute period, even though there are actually 2 samples taken: 1 for inbound utilization and 1 for outbound utilization. The higher of these 2 figures is retained. At the end of the billing period, the samples are ordered from highest to lowest. The result is a database of over 8,000 samples. The top 5% of the samples (representing the top 5% of usage levels) are discarded. The highest remaining sample is used to calculate the usage level. This is the 95th percentile of peak usage. The MRCs for a Burstable Port are calculated by multiplying Customer's 95th percentile of peak usage in a given month by the applicable MRC per Mbps. Within each Burstable Port classification (e.g., DS1 or DS3), Customer is subject to the minimum usage amount stated in the column heading of the applicable Burstable pricing table ("**Burstable Minimum**"). Customer will be billed the greater of the Burstable Minimum or the actual charges based upon its 95th percentile of peak usage. Burstable pricing is only available if Customer's premises-based router uses HDLC, PPP, or MLPPP line encapsulation.

4.3 Customer's standard pricing for the Service and optional features is contained in the attached Exhibit IPE-2 ("**Rate Exhibit**") and may also be loaded into Qwest's Q.Pricer® quotation tool. Customer may also obtain pricing for a Port via an amendment to the Agreement or a quote form generated and saved by Customer in the Q.Pricer quotation tool, or any other such Qwest-designated quoting tool or form ("**Q.Pricer Quote Form**"). In addition, from time to time Qwest may offer Customer pricing for a Port via a manual Quote Form ("**Manual Quote Form**"). Q.Pricer Quote Forms and Manual Quote Forms are collectively referred to herein as "**Quote Forms**". Each Quote Form will contain a Qwest-generated quote identification number ("**Quote ID**"). Any Order Form submitted without a Quote ID will be subject to the prices stated in the Rate Exhibit.

4.4 By submitting an Order Form containing a Quote ID, Customer agrees to all terms and conditions contained in the applicable Quote Form, in addition to those in this Exhibit and the Agreement, which become binding when Qwest accepts such Order Form. If there is a conflict between the terms of a Quote Form and this Exhibit (including the Rate Exhibit), the Quote Form will control.

4.5 Customer may not submit an Order Form with pricing from a Quote Form after the expiration date stated on the Quote Form (the "**Quote Expiration Date**"). If no specific Quote Expiration Date is stated on the Quote Form, then the pricing stated in such Quote Form expires 45 calendar days after the Quote Date on such Quote Form.

4.6 In addition to any MRCs and NRCs supplied by a Quote Form, Customer is also responsible for any and all ancillary charges identified in the Rate Exhibit that are applicable to each Service order, such as expedite charges, change charges, cancellation charges, and termination liability charges. Such ancillary charges will be applied at Qwest's then-current rates in the Rate Exhibit at the time Qwest accepts the associated Order Form, change order request or termination request. Ancillary charges for the Service are not captured in saved Q.Pricer Quote Forms.

4.7 Any non-standard rates available in Q.Pricer are subject to change without notice. Qwest may, upon 60 calendar days prior written notice to Customer, modify the Service, the optional features, rates or other charges

**SERVICE EXHIBIT IPE
QWEST IQ NETWORKING® SERVICE
WHOLESALE/ ENHANCED SERVICES AGREEMENT**

described in this Exhibit or the Rate Exhibit, which modifications will apply only to Services ordered after the effective date of the modification and to Services beyond their Initial Service Term.

4.8 In the event of Regulatory Activity and notwithstanding any other provision herein to the contrary, Qwest may, upon prior written notice when reasonably practicable, modify, change or add to (a) the rates and charges, (b) the Service and optional features, and (c) the other terms and conditions contained in this Exhibit, to reflect the impact of, or to effect, such Regulatory Activity.

5. SERVICE ORDERING.

5.1 Customer must submit a complete and accurate Order Form indicating Customer's network requirements to request Service (including optional features). Qwest reserves the right to accept or reject each Order Form.

5.2 Customer may request multiple Ports on the same Order Form. A representative from Qwest may conduct a detailed interview with Customer to gather additional technical information. After any such interview has been completed, Qwest may send Customer an architectural confirmation document ("ACD") if deemed necessary. Upon receipt of any ACD, Customer must approve or reject the ACD in writing (via email or fax) within 15 calendar days. If approved by Customer, the ACD will automatically become part of the Order Form.

5.3 If Qwest accepts the Order Form (including any Customer approved ACD), Qwest will notify Customer via email that it has accepted all or a portion of the Order Form. The date on which Qwest accepts Customer's Order form is the "Order Acceptance Date" and is solely determined by Qwest.

5.4 Qwest will provide Customer with a delivery date for installation of the Service ("Customer Commit Due Date"). 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.

5.5 If Customer requests a change to a Service after the Order Acceptance Date, Qwest may change the Customer Commit Due Date. Upon Qwest's acceptance of Customer's request to change an accepted Order Form, Customer will be charged a change charge ("Change charge") for each Service in an Order Form for which Customer requests a change.

5.6 Any Customer request for Qwest to expedite the delivery of Service before the Customer Commit Due Date 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.

5.7 Customer must pay all Change charges and Expedite charges stated in the Rate Exhibit, and any related change or expedite charges stated in Exhibit T for associated Local Access Service(s), regardless of whether: (a) Customer cancels the Service; or (b) the Service is not delivered on the requested Expedite date.

6. ORDER CANCELLATION.

6.1 Customer may cancel a submitted Order Form before the Start of Service Date by providing Qwest with written notice (a "Cancellation"). If Customer cancels an Order Form within 5 business days after the Order Acceptance Date, Customer will not be charged any Cancellation charges for the terminated Order Form.

6.2 If Customer cancels an Order Form more than 5 business days after the Order Acceptance Date, but before the Start of Service Date, Customer must pay the Cancellation charge stated in the Rate Exhibit for each individual Service ordered in the terminated Order Form.

6.3 If Qwest terminates an Order Form prior to the Start of Service Date but after the Order Acceptance Date due to Customer's breach of the Agreement, Customer must pay Qwest the sum equal to: (a) the Cancellation charge stated in the Rate Exhibit, plus (b) the NRC for the cancelled Port, and (c) 1 month's MRC for the cancelled Port.

6.4 Customer must pay all Cancellation charges stated in the Rate Exhibit, and any related cancellation charges stated in Exhibit T for associated Local Access Service(s), for each Customer-initiated request to cancel an Expedited Service order, even if the Expedited Order is cancelled less than 5 business days after the Order Acceptance Date.

6.5 If Qwest fails to make a Service available for testing on or before the 31st calendar day after the Customer Commit Due Date, and Customer did not contribute to such failure, as determined by Qwest, Customer may cancel

**SERVICE EXHIBIT IPE
QWEST IQ NETWORKING® SERVICE
WHOLESALE/ ENHANCED SERVICES AGREEMENT**

the order for that Service without liability for Cancellation charges ("Cancellation Right"). The Cancellation Right is Customer's sole and exclusive remedy for Qwest's failure to meet the Customer Commit Due Date, and must be exercised via written notice to Qwest on or before 30 calendar days after the Customer Commit Due Date or is deemed waived by Customer. Notwithstanding the above, if Customer is not ready to accept the Service for testing for any reason on or before the 31st day after the Customer Commit Due Date, Customer will be deemed to have waived its Cancellation Right with respect to that Service.

6.6 Qwest and Customer agree that Qwest's damages in the event of Cancellation of an Order Form will be difficult or impossible to determine. Qwest and Customer therefore agree that this Section 6 is intended to establish damages in the event of Cancellation and the associated Order Cancellation charges are not intended as a penalty.

7. SERVICE DELIVERY; ACCEPTANCE.

7.1 Initially, Qwest will provide Customer notice that the Service is ready for Customer's acceptance by delivering to Customer a service acceptance letter. Customer will be deemed to have accepted the Service on the Start of Service Date. As used herein, the "Start of Service Date" is the earliest to occur of: (a) the date on which Customer first places live traffic on the Service; or (b) 5 calendar days after Qwest provides Customer with notice that the Service is ready for Customer's acceptance, unless Customer notifies Qwest, in writing before this date, that the Service or any Qwest Local Access Service associated with the Service is in material non-compliance with applicable performance specifications, if any. Following timely notice by Customer of material non-compliance with applicable performance criteria, Qwest will use reasonable efforts to correct any such non-compliance and will notify Customer that the Service is ready for acceptance, thereby restarting the process described in this Section 7.1(except that Qwest may notify Customer that the Service is ready for acceptance by means other than a service acceptance letter).

7.2 If Qwest-provided Local Access Service to any Port is delayed beyond the date upon which Qwest provides Customer notice of the Service availability for use or testing, the Start of Service Date will be delayed until the Qwest-provided Local Access Services are available to Customer (at which time billing will begin for the Service).

7.3 In the event Customer utilizes Customer Provided Access (as defined in Service Exhibit T), then unavailability, incompatibility, delay in installation, or other impairment of such Customer Provided Access will not delay the Start of Service Date, regardless of whether or not the Customer Provided Access is functioning or the Port is being used by Customer.

8. CHANGES; UPGRADES.

8.1 "Change" means any Customer-initiated request to modify a pending order after a Customer Commit Due Date has been provided but prior to the Start of Service Date or 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 modify Port features or configurations rather than changing the physical Port. Changes exclude Terminations and any other modifications to Service under this Section 8.

(a) Qwest will not accept or approve a request to Change a Service during its Service Term when the Change requires Construction, including Construction on the associated Local Access Services ordered from Qwest. Other Changes to a Service are subject to Qwest's prior written approval.

(b) 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. In addition, Changes to Service may require changes to the associated Local Access Services, and new pricing based on the nature of the Change request. Customer must pay a Port Change charge and any additional charges stated in the Rate Exhibit.

8.2 "Upgrade" means a conversion, on or after the Start of Service Date, from one Interface on the Service to a different Interface that provides greater speed to the Service location of the Port (e.g., DS-1 to DS-3) without any change to the Service location. An Upgrade may result in an interruption or impact on the Service in order to complete the requested Upgrade.

(a) Subject to the conditions specified in this Section, Customer may submit a written request to: (i) upgrade a Port to a higher speed within the same pricing methodology (e.g., from a flat rate DS1 to a flat rate DS3 or

**SERVICE EXHIBIT IPE
QWEST IQ NETWORKING® SERVICE
WHOLESALE/ ENHANCED SERVICES AGREEMENT**

a 15Mbps DS3 to a 30Mbps DS3); or (ii) upgrade a Port type to a higher Port type (e.g., from an Internet Port to a Private Port, or from a Private Port to an Enhanced Port).

(b) Service Upgrades are subject to Qwest's prior written approval. An Upgrade will only be permitted if: (i) available capacity for the desired Service ("Upgraded Service") exists at the time of the request, as determined by Qwest in its sole discretion; (ii) Customer submits an Order Form to install the Upgraded Service simultaneously with an Order Form to disconnect the original Service that is being upgraded ("Original Service") and each Order Form references the other; and (iii) the Upgraded Service has an Initial Service Term equal to or exceeding the Initial Service Term of the Original Service and has a higher MRC.

(c) Qwest will waive the Termination Liability Charge for the Termination of an Original Service and approved Upgrade to an Upgraded Service. Customer must pay all applicable installation NRCs, and MRCs stated in the Rate Exhibit for Upgraded Services.

(d) If Customer requests Termination (defined in Section 9 below) of an Upgraded Service before the end of its Initial Service Term, Customer must pay: (i) the Termination Liability Charge for the remaining unexpired Initial Service Term on the Upgraded Service; and (ii) an amount equal to any NRCs discounted or waived on the Original Service. Any and all satisfied portions of the Initial Service Term for the Original Service will not apply toward the Initial Service Term for the Upgraded Service.

8.3 Customer may not decrease the bandwidth for Service (e.g., decrease from DS-3 to DS-1) during the Service Term of a Service.

8.4 No interruption or adverse impact on the Service that occurs in order to complete Customer's requested Change or Upgrade will be subject to the SLA.

8.5 Customer must pay all applicable early termination charges that may apply for early termination of any interconnection services, Local Access Services pursuant to Exhibit T, or other related services, for Service Upgrades, whether provided by Qwest or ordered by Qwest on Customer's behalf. Nothing in this Exhibit relieves Customer from its obligations under Exhibit T with respect to Customer Provided Access termination and the written Disconnect Firm Order Confirmation ("DFOC") notification requirement.

9. SERVICE TERMINATION.

9.1 Customer may cancel a Service after the Start of Service Date and prior to the end of the Service Term (a "Termination") by providing Qwest 30 days prior written notice, in a form reasonably requested by Qwest. In the event that Customer does so, or in the event that the Service is terminated by Qwest after the Start of Service Date due to Customer's breach of the Agreement, Customer must pay the Termination Liability Charge stated in the Rate Exhibit.

9.2 Upon receipt by Qwest of a written request to disconnect an installed Service prior to the end of the applicable Service Term, Qwest will send Customer a written Port disconnect order acknowledgement, confirming the request to terminate the Service, the date of Service disconnection and setting forth the Termination Liability Charge, if any, then due and payable. Billing for Service terminated under this Section will cease 30 calendar days from Qwest's receipt of Customer's termination notice.

9.3 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 Termination and the associated termination charges are not intended as a penalty.

ATTACHMENT 1
QWEST IQ NETWORKING® SERVICE
SERVICE LEVEL AGREEMENT

This Service Level Agreement (SLA) is effective as of the first day of the second month after initial installation of Qwest iQ Networking® Service (the Service). The provisions of this SLA state Customer's sole and exclusive remedies for Service interruptions or Service deficiencies of any kind whatsoever.

1. Network and Port Components.

1.1 Components. This SLA applies only to the Service (and the underlying network components of the Qwest IP Network used solely for the purpose of providing the Service) and does not modify or affect any other SLAs provided by Qwest (if any) for telecommunications or information services purchased by Customer pursuant to other service exhibits or agreements. The Qwest IP Network includes routers, switches, fiber and any other facilities that are owned by Qwest or other providers specifically designated by Qwest for international IP service ("International Service Providers"). As used in this SLA, a "POP" means a Qwest point of presence location, as determined by Qwest, that represents the provider edge of the Qwest IP Network.

1.2 SLA Regions. The SLA components by region are as follows:

Domestic Service Level Agreement Regions	SLA Components:
Intra U.S.	The continental U.S. Qwest IP network and Hawaii. (Service to Hawaii is provided via the continental U.S. Qwest IP Network)
Intra U.S. Off Net	The IP networks of other Internet backbone providers (peers) with which Qwest exchanges IP traffic.

2. Domestic Network and Port-Related Goals

The following domestic service level goals ("Goals") apply to Internet Ports, Private Ports, and Enhanced Ports (collectively, "Qwest iQ Networking Ports") purchased from Qwest pursuant to Service Exhibit IPE. If a usage tier applies to the Qwest iQ Networking Port, the Goals for such Qwest iQ Networking Port only apply to the portion of traffic that is within the contracted usage tier and will not apply to the Qwest iQ Networking Port bandwidth usage that exceeds the usage tier. The Goals associated with Latency, Packet Delivery, Jitter, and D/DoS are measured using monthly averages from the Qwest IP Network and apply in the listed regions after the Service has been accepted for use. Individual circuit outages of MLPPP (NxDS1) bundles are not subject to the Network Availability or Reporting Goals.

(a) Network Availability. The availability of the Service ("Network Availability") is measured by "Network Downtime", which exists when a particular Qwest iQ Networking Port is unable to transmit and receive data. Network Downtime is measured from the time a trouble ticket is opened by Qwest in the Qwest trouble management system to the time the Affected Service is again able to transmit and receive data. "Affected Service" means the Port that fails to meet the applicable Goal.

REGION	GOAL	AVAILABILITY / REMEDY
		Network Downtime = Remedy (Credit is applied to MRC of the Affected Service)*
Intra U.S.	100%	Each cumulative hour of Network Downtime qualifies Customer for a credit of 1 day's charges pro-rated from the applicable MRC.

(b) Latency. The average network transit delay ("Latency") will be measured via roundtrip pings on an ongoing basis every 5 minutes to determine a consistent average monthly performance level for Latency at all the POPs within the region. Latency is calculated as follows:

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

Region	Goal	Latency = Remedy (as a % of the MRC for the Affected Service)*		
North America				
Intra U.S.	42 ms	43 – 60 ms = 10%	61 – 80 ms = 25%	Greater than 80 ms = 50%
Intra U.S.- Off Net	95 ms	96 – 105 ms = 10 %	106 – 115 ms = 25%	Greater than 115 ms = 50%

(c) Packet Delivery. Packet Delivery will be measured on an ongoing basis every 5 minutes to determine a consistent average monthly performance level for packets actually delivered between the POPs.

Region	Goal	Actual Packet Delivery = Remedy (as a % of the MRC for the Affected Service)*		
Intra U.S.	99.90%	99.01 % - 99.89% = 10%	90% - 99% = 25%	Less than 90% = 50%

(d) Jitter. Jitter is a measurement of the interpacket delay variance and packet loss in the Qwest IP network, which is measured by generating synthetic user datagram protocol (UDP) traffic.

Region	Goal	Jitter = Remedy (as a % of the MRC for the Affected Service)*		
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*Subject to the requirements and limitations in Section 4

**ATTACHMENT 1
QWEST IQ NETWORKING® SERVICE
SERVICE LEVEL AGREEMENT**

Intra U.S.	2 ms	2.1 – 3 ms = 10%	3.1 – 4 ms = 25%	Greater than 4 ms = 50%
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(e) Reporting. The Reporting Goal is measured from the time a Network Downtime trouble ticket is opened to the time Qwest reports the Network Downtime to Customer by the agreed upon notification method.

Region	Goal	Remedy (Credit is applied to MRC of the Affected Service)*
Intra U.S.	10 minutes	Each failure to meet the Goal qualifies Customer for a credit of 1 day's charges for the Service pro-rated from the MRC, at a maximum of 1 such credit accrued per day.

*subject to requirements and limitations in Section 4

(f) Qwest Provided Access Installation. The Installation Goal measures the installation times for Qwest Provided Access ordered in conjunction with Qwest IQ Networking Ports only. The Installation Goal only applies if there are existing Qwest facilities in the location that supports the Affected Service. Installation is measured from the date Qwest Engineering accepts the Qwest Provided Access order.

Region	Goal	Remedy (Credit is applied to MRC of the Affected Service)*
Intra U.S.	DS-1	Each failure to meet the Goal qualifies Customer for a credit of 1 day's charges pro-rated from the MRC for each day beyond the applicable Goal until the Qwest Provided Access is installed, for a maximum of 15 days' charges.
	22 business days	
	DS-3	
	33 business days	

(g) Denial of Service. Once a suspected Distributed Denial of Service ("D/DoS") attack is determined to be valid, the D/DoS Goal is measured from the time Qwest receives permission and all necessary information from Customer to implement a null-route and the actual placement of a null-route on the affected destination IP address. The D/DoS Goal is only applicable to Internet Ports and the Internet Port portion of Enhanced Ports.

Region	Goal	Remedy (Credit is applied to MRC of the Affected Service)*
Intra U.S.	15 minutes	Failure to address a D/DoS attack within the Goal qualifies Customer for 1 day's charges pro-rated from the MRC of the Affected Port, at a maximum of 1 such credit accrued per day.

3. Maintenance.

3.1 Network Normal Maintenance. "Normal Maintenance" means scheduled maintenance, including but not limited to upgrades of hardware or software or upgrades to increase capacity. Normal Maintenance may temporarily degrade the quality of the Service, including possible Network Downtime. "Local Time" means the local time in the time zone in which an Affected Service is located. Qwest may change the maintenance window times upon posting to the website or other notice to Customer. Qwest will endeavor to undertake Normal Maintenance during the hours and upon the prior notice time period stated below

Region	Normal Maintenance Hours	Prior Notice
Intra U.S.	Sunday, Tuesday, and Thursday mornings between the hours of 12:00 AM and 6:00 AM Local Time	10 business days

3.2 Network Urgent Maintenance. "Urgent Maintenance" means 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 Network Downtime. Qwest may undertake Urgent Maintenance at any time deemed necessary and will provide notice of Urgent Maintenance to Customer as soon as is commercially practicable under the circumstances.

4. General.

4.1 Remedies. To be eligible for credits under this SLA, Customer must: (a) enter a trouble ticket at the time the Affected Service failed to meet one or more Goals by contacting the National Network Service ("NNS") 1-866-874-6790 (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 credits hereunder and submit all necessary supporting documentation within 5 business days of the conclusion of the calendar month in which the requisite Goal failure occurred. If Customer fails to comply with the conditions set forth in this Section 4.1, Customer will have waived its right to any credits for that month.

Customer must submit a written request for Credits within 5 business days of the end of the calendar month in which the Goal failure occurs, to Qwest via email to 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 should e-fax to 1-303-383-8134. The written request notice must 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 Goal failure.

*Subject to the requirements and limitations in Section 4.

**ATTACHMENT 1
QWEST IQ NETWORKING® SERVICE
SERVICE LEVEL AGREEMENT**

The credits will apply to the MRCs of the Affected Service after application of all discounts and do not apply to MRCs of other services, including but not limited to Frame Relay service, ATM service or Qwest Provided Access. The maximum credits issued in any 1 calendar month will not exceed: (a) 7 days' charges pro-rated from the MRC of the Affected Service with respect to Network Availability, Reporting, Qwest Provided Access Installation, and D/DoS; or (b) 50% of the MRCs of the Affected Service with respect to the other Goals. In no event will the total credit, in the aggregate for all credits issued in 1 month, exceed the equivalent of 50% of the relevant MRCs for the Affected Service. Cumulative Credits in any 1 month must exceed \$25.00 to be processed. If Customer fails to notify Qwest in the manner set forth above with respect to the applicable SLA credits, Customer will have waived its right to any SLA credits for that month.

4.2 Credit Exceptions. Credits will not be issued where the SLA is not met as a result of: (a) the acts or omissions of Customer, its employees, contractors or agents or its end users; (b) the failure or malfunction of equipment, applications or systems not owned or controlled by Qwest or its International Service Providers; (c) Force Majeure Events, as defined in customer's service agreement; (d) Normal Maintenance, Urgent Maintenance, or Service alteration or implementation; (e) the unavailability of required Customer personnel, including as a result of failure to provide Qwest with accurate, current contact information; (f) Qwest's lack of access to the Customer premises where reasonably required to restore the Service; (g) Customer's failure to release the Service for testing or repair and continuing to use the Service on an impaired basis; (h) Qwest's termination of Service for Cause or Customer's use of Service in an unauthorized or unlawful manner; or (i) improper or inaccurate network specifications provided by Customer.

**EXHIBIT IPE-2 PREFERRED
QWEST IQ NETWORKING® SERVICE
WHOLESALE/ ENHANCED SERVICES AGREEMENT**

1. NON-RECURRING CHARGES (NRCs).

Port Installation Charge	
Port Speed	Port NRC*
DS-1, NxDS-1	\$50
DS-3	\$100
OC-3	\$200
OC-12	\$300
OC-48	\$600
10 Mbps Ethernet (All Speeds)	\$50
100 Mbps Fast Ethernet (All Speeds)	\$150
1,000 Mbps Gigabit Ethernet (All Speeds)	\$400

* Qwest will waive the Port NRC associated with the Port Installation Charge for any Port ordered with a Initial Service Term of 12 months or longer.

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

Port Expedite Charge	
Port Speed	Port NRC
DS-1 (All Speeds)	\$550
DS-3 (All Speeds)	\$600
OC-3 (All Speeds)	\$750
OC-12	\$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	
Port Speed	Port NRC
DS-1 (All Speeds)	\$400
DS-3 (All Speeds)	\$800
OC-3 (All Speeds)	\$1,500
OC-12	\$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

Internet Port Priority Access Change Charge**	
Port Speed	Internet Port NRC
DS-1 (All Speeds)	\$75 Per Port

**This change charge will only apply when Customer adds Priority Access to a Port during its Service Term.

Enhanced Port Secure IP Gateway Charge	
Port Speed	Enhanced Port NRC
All Speeds	\$140 Per Port

**EXHIBIT IPE-2 PREFERRED
QWEST IQ NETWORKING® SERVICE
WHOLESALE/ ENHANCED SERVICES AGREEMENT**

2. MONTHLY RECURRING CHARGES (MRCs).

(a) Flat Rate Port Charges:

FLAT RATE PORT			
Port Speed	Internet Port MRC	Private Port MRC	Enhanced Port MRC
DS-1 (1.544Mbps)	\$105	\$180	\$216
2xDS-1 (3 Mbps)	\$187	\$360	\$432
3xDS-1 (4.5 Mbps)	\$276	\$540	\$648
4xDS-1 (6 Mbps)	\$358	\$720	\$864
5xDS-1 (7.5 Mbps)	\$439	\$900	\$1,080
6xDS-1 (9 Mbps)	\$513	\$1,080	\$1,296
7xDS-1 (10.5 Mbps)	\$587	\$1,260	\$1,512
8xDS-1 (12 Mbps)	\$653	\$1,440	\$1,728
DS-3 (45 Mbps)	\$1,200	\$1,859	\$2,231
OC-3 (155 Mbps)	\$3,617	\$4,800	\$5,760
OC-12 (622 Mbps)	\$8,400	\$14,400	\$17,280
OC-48 (2,488 Mbps)	\$29,600	\$42,280	\$50,736
Ethernet (10Mbps)	\$517	\$778	\$933
Fast Ethernet (100 Mbps)	\$1,944	\$2,880	\$3,456
Gigabit Ethernet (1000Mbps)	\$10,000	\$26,597	\$29,277

(b) Tiered Port Charges:

TIERED PORT – DS3			
Usage Tiers	Internet Port MRC	Private Port MRC	Enhanced Port MRC
DS-3 - 3 Mbps	\$1,139	\$1,252	\$1,503
DS-3 - 6 Mbps	\$1,139	\$1,252	\$1,503
DS-3 - 9 Mbps	\$1,139	\$1,252	\$1,503
DS-3 - 12 Mbps	\$1,139	\$1,252	\$1,503
DS-3 - 15 Mbps	\$1,139	\$1,252	\$1,503
DS-3 - 18 Mbps	\$1,139	\$1,354	\$1,625
DS-3 - 21 Mbps	\$1,139	\$1,406	\$1,687
DS-3 - 24 Mbps	\$1,139	\$1,457	\$1,749
DS-3 - 27 Mbps	\$1,139	\$1,497	\$1,796
DS-3 - 30 Mbps	\$1,139	\$1,568	\$1,882
DS-3 - 33 Mbps	\$1,139	\$1,639	\$1,967
DS-3 - 36 Mbps	\$1,185	\$1,711	\$2,053
DS-3 - 39 Mbps	\$1,233	\$1,794	\$2,153
DS-3 - 42 Mbps	\$1,284	\$1,878	\$2,253

TIERED PORT – OC3			
Usage Tiers	Internet Port MRC	Private Port MRC	Enhanced Port MRC
OC-3 - 35 Mbps	\$1,782	\$2,376	\$2,851
OC-3 - 45 Mbps	\$2,174	\$2,851	\$3,421
OC-3 - 55 Mbps	\$2,465	\$3,089	\$3,707
OC-3 - 65 Mbps	\$2,756	\$3,326	\$3,992
OC-3 - 75 Mbps	\$2,994	\$3,406	\$4,087
OC-3 - 85 Mbps	\$3,231	\$3,485	\$4,182
OC-3 - 95 Mbps	\$3,386	\$3,762	\$4,514
OC-3 - 105 Mbps	\$3,548	\$4,061	\$4,874
OC-3 - 115 Mbps	\$3,717	\$4,384	\$5,261
OC-3 - 125 Mbps	\$3,895	\$4,733	\$5,539
OC-3 - 135 Mbps	\$4,081	\$4,848	\$5,818
OC-3 - 145 Mbps	\$4,276	\$4,966	\$6,110

TIERED PORT – OC12			
Usage Tiers	Internet Port MRC	Private Port MRC	Enhanced Port MRC
OC-12 - 90 Mbps	\$4,950	\$6,930	\$8,910
OC-12 - 135 Mbps	\$4,950	\$7,425	\$8,910
OC-12 - 180 Mbps	\$4,950	\$7,762	\$9,314
OC-12 - 225 Mbps	\$5,128	\$9,524	\$11,429

**EXHIBIT IPE-2 PREFERRED
QWEST IQ NETWORKING® SERVICE
WHOLESALE/ ENHANCED SERVICES AGREEMENT**

OC-12 - 270 Mbps	\$5,940	\$10,890	\$13,068
OC-12 - 315 Mbps	\$6,138	\$11,048	\$13,258
OC-12 - 360 Mbps	\$6,514	\$11,464	\$13,757
OC-12 - 405 Mbps	\$6,890	\$11,880	\$14,256
OC-12 - 495 Mbps	\$8,400	\$12,768	\$15,322
OC-12 - 540 Mbps	\$8,885	\$13,656	\$16,387
OC-12 - 585 Mbps	\$9,398	\$14,544	\$17,453

TIERED PORT - OC48			
Usage Tiers	Internet Port MRC	Private Port MRC	Enhanced Port MRC
OC-48 - 270 Mbps	\$9,900	\$22,770	\$30,690
OC-48 - 500 Mbps	\$9,900	\$22,770	\$30,690
OC-48 - 730 Mbps	\$10,454	\$22,770	\$30,690
OC-48 - 960 Mbps	\$12,789	\$23,760	\$30,690
OC-48 - 1190 Mbps	\$15,840	\$27,720	\$33,264
OC-48 - 1420 Mbps	\$18,810	\$29,700	\$35,640
OC-48 - 1650 Mbps	\$21,384	\$33,264	\$39,917
OC-48 - 1880 Mbps	\$24,221	\$37,772	\$45,214
OC-48 - 2110 Mbps	\$27,059	\$42,280	\$50,512
OC-48 - 2340 Mbps	\$29,896	\$45,300	\$55,810

TIERED PORT - 10 Mbps ETHERNET			
Usage Tiers	Internet Port MRC	Private Port MRC	Enhanced Port MRC
Ethernet - 2 Mbps	\$248	\$574	\$632
Ethernet - 4 Mbps	\$317	\$574	\$665
Ethernet - 6 Mbps	\$428	\$713	\$855
Ethernet - 8 Mbps	\$520	\$792	\$950

TIERED PORT - 100 Mbps FAST ETHERNET			
Usage Tiers	Internet Port MRC	Private Port MRC	Enhanced Port MRC
Fast Ethernet- 10 Mbps	\$644	\$861	\$1,198
Fast Ethernet- 15 Mbps	\$742	\$906	\$1,198
Fast Ethernet- 20 Mbps	\$840	\$950	\$1,198
Fast Ethernet- 30 Mbps	\$1,188	\$1,378	\$1,654
Fast Ethernet- 40 Mbps	\$1,489	\$1,679	\$2,015
Fast Ethernet- 50 Mbps	\$1,584	\$1,901	\$2,281
Fast Ethernet- 60 Mbps	\$1,711	\$2,091	\$2,509
Fast Ethernet- 70 Mbps	\$1,848	\$2,364	\$2,836
Fast Ethernet- 80 Mbps	\$1,995	\$2,636	\$3,163
Fast Ethernet- 90 Mbps	\$2,155	\$2,909	\$3,491

TIERED PORT - 1000 Mbps GIGABIT ETHERNET			
Usage Tiers	Internet Port MRC	Private Port MRC	Enhanced Port MRC
Gigabit Ethernet - 100 Mbps	\$2,079	\$7,326	\$8,059
Gigabit Ethernet - 200 Mbps	\$3,366	\$7,445	\$8,934
Gigabit Ethernet - 300 Mbps	\$4,455	\$10,692	\$12,830
Gigabit Ethernet - 400 Mbps	\$5,148	\$13,622	\$16,347
Gigabit Ethernet - 500 Mbps	\$5,940	\$16,236	\$19,483
Gigabit Ethernet - 600 Mbps	\$6,534	\$18,533	\$22,239
Gigabit Ethernet - 700 Mbps	\$7,489	\$21,309	\$25,561
Gigabit Ethernet - 800 Mbps	\$8,445	\$24,086	\$28,883
Gigabit Ethernet - 900 Mbps	\$9,400	\$26,863	\$32,205

(c) Burstable Port Charges:

BURSTABLE PORT - DS3 (5 Mbps MINIMUM) Per Mbps MRC			
Usage Tiers	Internet Port	Private Port	Enhanced Port
5.000 Mbps (minimum)	\$144	\$160	\$192
5.001 - 9.000 Mbps	\$104	\$120	\$144
9.001 - 14.000 Mbps	\$72	\$88	\$106
14.001 - 18.000 Mbps	\$60	\$76	\$91

**EXHIBIT IPE-2 PREFERRED
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WHOLESALE/ ENHANCED SERVICES AGREEMENT**

18,001 – 23,000 Mbps	\$48	\$64	\$77
23,001 – 27,000 Mbps	\$42	\$56	\$67
27,001 – 45,000 Mbps	\$37	\$48	\$58

BURSTABLE PORT – OC3 (15 Mbps MINIMUM) Per Mbps MRC			
Usage Tiers	Internet Port	Private Port	Enhanced Port
15,000 Mbps (minimum)	\$60	\$120	\$144
15,001 – 30,000 Mbps	\$58	\$80	\$96
30,001 – 45,000 Mbps	\$49	\$64	\$77
45,001 – 60,000 Mbps	\$46	\$56	\$67
60,001 – 80,000 Mbps	\$41	\$44	\$53
80,001 – 155,000 Mbps	\$36	\$40	\$48

BURSTABLE PORT – OC12 (60 Mbps MINIMUM) Per Mbps MRC			
Usage Tiers	Internet Port	Private Port	Enhanced Port
60,000 Mbps (minimum)	\$40	\$68	\$82
60,001 – 125,000 Mbps	\$36	\$60	\$72
125,001 – 140,000 Mbps	\$33	\$56	\$67
140,001 – 185,000 Mbps	\$28	\$52	\$62
185,001 – 250,000 Mbps	\$24	\$44	\$53
250,001 – 310,000 Mbps	\$20	\$36	\$43
310,001 – 622,000 Mbps	\$19	\$32	\$38

BURSTABLE PORT – OC48 (250 Mbps MINIMUM) Per Mbps MRC			
Usage Tiers	Internet Port	Private Port	Enhanced Port
250,000 Mbps (minimum)	\$20	\$44	\$53
250,001 – 500,000 Mbps	\$18	\$40	\$48
500,001 – 600,000 Mbps	\$18	\$36	\$43
600,001 – 750,000 Mbps	\$17	\$32	\$38
750,001 – 1000,000 Mbps	\$16	\$28	\$34
1000,001 – 1250,000 Mbps	\$15	\$24	\$29
1250,001 – 2488,000 Mbps	\$14	\$22	\$27

BURSTABLE PORT – 10 Mbps ETHERNET (2 Mbps MINIMUM) Per Mbps MRC			
Usage Tiers	Internet Port	Private Port	Enhanced Port
2,000 Mbps (minimum)	\$88	\$160	\$192
2,001 – 4,000 Mbps	\$80	\$140	\$168
4,001 – 6,000 Mbps	\$72	\$120	\$144
6,001 – 10,000 Mbps	\$66	\$100	\$120

BURSTABLE PORT – 100 Mbps FAST ETHERNET (10 Mbps MINIMUM) Per Mbps MRC			
Usage Tiers	Internet Port	Private Port	Enhanced Port
10,000 Mbps (minimum)	\$60	\$62	\$74
10,001 – 20,000 Mbps	\$42	\$48	\$58
20,001 – 30,000 Mbps	\$40	\$46	\$56
30,001 – 40,000 Mbps	\$38	\$42	\$51
40,001 – 50,000 Mbps	\$32	\$38	\$46
50,001 – 100,000 Mbps	\$29	\$35	\$42

BURSTABLE PORT – 1,000 Mbps GIGABIT ETHERNET (100 Mbps MINIMUM) Per Mbps MRC			
Usage Tiers	Internet Port	Private Port	Enhanced Port
100,000 Mbps (minimum)	\$19	\$40	\$48
100,001 – 200,000 Mbps	\$17	\$38	\$45
200,001 – 300,000 Mbps	\$15	\$36	\$43
300,001 – 400,000 Mbps	\$13	\$34	\$41
400,001 – 500,000 Mbps	\$12	\$33	\$39
500,001 – 1000,000 Mbps	\$11	\$31	\$37

**EXHIBIT IPE-2 PREFERRED
QWEST IQ NETWORKING® SERVICE
WHOLESALE/ ENHANCED SERVICES AGREEMENT**

(d) Feature Charges:

(i) End to End Performance Reporting

END TO END Performance Reporting Charge	
Port Speed	Private/Enhanced Port MRC
All Speeds	\$18 Per Port

(ii) Priority Access

INTERNET PORT - PRIORITY ACCESS	
Port Speed	Internet Port MRC
DS-1 (All Speeds)	\$45 Per Port

3. TERMINATION LIABILITY CHARGE.

In addition to all rates, fees and charges which accrue under this Exhibit for each Service up through the date of Termination, Customer also must pay Qwest the following "Termination Liability Charge":

- a. 100% of the MRCs multiplied by the number of remaining unused months (including the pro rata portion of any partial months) through the first 12 months of the Service Term; plus
- b. 50% of the MRCs multiplied by the number of remaining unused months (including the pro rata portion of any partial months) beyond the first 12 months of the Service Term, plus
- c. 100% of any Service NRCs that were previously waived or discounted by Qwest.

SERVICE EXHIBIT PL
QWEST® DOMESTIC PRIVATE LINE SERVICES
WHOLESALE/ ENHANCED SERVICES AGREEMENT

1. SERVICE DESCRIPTION.

1.1 Qwest will provide private line services, as ordered by Customer, pursuant to the terms and conditions of the Agreement and this Exhibit, and subject to capacity and availability. Except as set forth in this Exhibit, capitalized terms will have the definitions assigned to them in the Agreement.

1.2 The Service consists of the following wholesale private line services: domestic Private Line Service ("DPL"); Metro Private Line Service ("QMPL"); QWave® Long Haul Private Line Service and QWave Metro Private Line Service (collectively "QWave"); Ethernet Private Line Service ("EPL"); and Metro Ethernet Private Line Service ("MEPL") and collectively with DPL, QMPL, QWave and EPL, the "Service"). The Service is offered either on an Inter-city ("Long Haul") or Intra-city ("Metro") basis for transport of Customer's interstate communications traffic, with a variety of speeds and features. Qwest, in its sole discretion, will determine whether a Service is considered Long Haul or Metro.

1.3 The Service requires Customer's purchase of Local Access Services for the connection between a Customer location and the circuit ordered by Customer as part of the Service (the local loop). "Local Access Services" are defined in, and subject to the terms and conditions of, Service Exhibit T to the Agreement. Customer must order the Service and the associated Local Access Services together on the same Order Form.

1.4 The Service extends to and includes the equipment maintained by Qwest at the termination point at the applicable service address ("Demarcation Point"), which includes the Qwest designated: (a) physical interface between the Qwest Domestic Network and Customer's telecommunications equipment; or (b) physical interface between a third-party provider connecting the Qwest Domestic Network to Customer's telecommunications equipment, but does not include customer premise equipment ("CPE"), extended wiring, inside wiring or other equipment not maintained by Qwest at a service address. "Qwest Domestic Network" means Qwest operated facilities located within the 48 contiguous United States and Hawaii, which consists of transport POPs, physical media, switches, circuits and ports that are operated solely by Qwest. An "Interface" is a Qwest-accepted industry standards-based physical connection point to transport equipment located at a Qwest POP, an On-Net facility, or both. The Interface may have different characteristics based upon the type of Service. For the purpose of this Exhibit, "On-Net" means Qwest owned and operated facilities, and "Off-Net" means network services ordered by Qwest on behalf of Customer but provided by a third-party provider (called Leased Access in Exhibit T).

1.5 DPL and QMPL each are a point-to-point, dedicated, non-switched electrical or optical data transmission that provides a fixed capacity of bandwidth for the transport of Customer's digital communications traffic over a physical circuit between 2 Qwest owned and operated facilities on the Qwest Domestic Network. DPL and QMPL comply with Synchronous Optical Network (SONET) industry accepted standards, including but not limited to Telcordia GR-253, ANSI T1.102-1993 (R1999), ANSI T1.510-1999 (R2004), and Telcordia GR-499-CORE.

(a) DPL provides Long Haul transport of Customer's traffic between 2 Qwest POPs and supports DS-0, DS-1, DS-3, OC-3, OC-3c, OC-12, OC-12c, OC-48, and OC-48c transmission speeds.

(b) QMPL provides Metro transport of Customer's traffic between 2 Qwest On-Net facilities and supports DS-1, DS-3, OC-3, OC-3c, OC-12, OC-12c, OC-48 and OC-48c transmission speeds. QMPL consists of 2 points of termination and includes an entrance cable or drop wire to each termination point. QMPL supports only 1 point of termination per Customer premise and any additional terminations are the sole responsibility of Customer. QMPL may be provisioned either solely on the Qwest Domestic Network or in combination with Off-Net services.

1.6 QWave is a linear routed, point-to-point, data transport service that utilizes optical wavelengths with Dense Wavelength Division Multiplexing (DWDM) to provide a fixed capacity of bandwidth for transport of Customer's Long Haul or Metro digital communications traffic over a physical circuit between 2 Qwest owned and operated facilities on the Qwest Domestic Network. QWave supports transmission speeds of 1GbE, 2.5G (OC-48), 10GbE WAN PHY (OC-192) and 10GbE LAN PHY. QWave consists of 1 fiber pair, (1 transmit and 1 receive), and may be provisioned either solely on the Qwest Domestic Network or in combination with Off-Net services.

1.7 EPL and MEPL each are a point-to-point, dedicated, non-switched, full duplex data transmission that provides a fixed capacity of bandwidth for the transport of Customer's digital communications traffic over a physical circuit between 2 Qwest owned and operated facilities on the Qwest Domestic Network. EPL complies with industry accepted standard ITU-T G.7041.

(a) EPL provides Long Haul transport of Customer's traffic between 2 Qwest POPs and supports 50 Mbps, 100 Mbps transmission speeds on 100Base-TX interface; and 100 Mbps, 150 Mbps, 600 Mbps and 1000 Mbps (1 Gbps) transmission speeds on 1000Base-LX interface.

**SERVICE EXHIBIT PL
QWEST® DOMESTIC PRIVATE LINE SERVICES
WHOLESALE/ ENHANCED SERVICES AGREEMENT**

(b) MEPL provides Metro transport of Customer's traffic between 2 Qwest On-Net facilities and supports 100 Mbps, 150 Mbps, 600 Mbps and 1000 Mbps (1 Gbps) transmission speeds on standard 1000Base-LX interface. MEPL may be provisioned either solely on the Qwest Domestic Network or in combination with Off-Net services.

1.8 At Customer's request and where available at Qwest POPs on the Qwest Domestic Network, Qwest will provide Multiplexing as an optional feature of DPL and QMPL or Reverse Multiplexing as an optional feature of DPL, for an additional fee. "Multiplexing" means the combination of multiple lower-level digital signals into a single, more complex higher level digital signal. "Reverse Multiplexing" means the splitting of a single synchronized higher-level complex digital signal into multiple related lower-level digital signals.

1.9 Where available, Qwest offers Echo Cancellation as an optional feature on DS-1 and DS-3 DPL, for an additional fee. "Echo Cancellation" means the elimination of undesired signals (i.e., echoes) from a digital voice transmission that may be experienced when a DPL channel is used exclusively to support voice transmissions and travels long distance (generally 500 miles or longer) across the Qwest Domestic Network. Echo Cancellation on OC-n Service may be offered on an individual case basis ("ICB").

1.10 The service level agreement specific to the Service is set forth in Attachment 1 to this Exhibit ("SLA"). Qwest may amend the SLA effective upon written notice to Customer.

1.11 Qwest reserves the right to refuse to accept, suspend or limit any or all of Customer's traffic that Qwest believes is adversely affecting other customers or the Qwest network.

2. CUSTOMER RESPONSIBILITIES AND OBLIGATIONS.

2.1 Customer is solely responsible for the following, none of which are included in this Exhibit: (a) any costs associated with CPE; (b) all charges related to customer provided access (and other Local Access Services, including charges for interconnection, installation, local loops, wiring, and construction); and (c) ordering, installing, and ensuring proper operation of any and all equipment required to enable Customer to receive the Service or any feature hereunder.

2.2 Customer must use Qwest's Q.Pricer® quoting tool, or any other such Qwest-designated quoting tool or form, to obtain applicable information to include on an Order Form for Service.

2.3 Customer must provide Qwest, and Qwest's third-party providers, with reasonable access to Customer's premises to perform any acts required by a Customer order or trouble ticket.

2.4 Customer must properly use the Service. Customer will not itself, nor permit others, to use the Service for any use for which it is not intended, nor will Customer alter, tamper with, adjust or repair the Service, or permit others to do so.

2.5 Events beyond Qwest's control will not excuse Customer's obligation to pay Qwest all rates and charges applicable to the Service, regardless of whether such Service is being used by Customer.

2.6 Customer represents and warrants that more than 10% of the traffic on each Service will be interstate in nature.

3. TERM.

3.1 The term of each Service will commence on its Start of Service Date (defined in Section 7.1 below) and continue for 12 months therefrom, unless Customer selects a longer term commitment in the Order Form ("Initial Service Term"). As used in this Exhibit, "Service Term" means the Initial Service Term plus any renewals pursuant to Section 3.2. Nothing herein will preclude either party from terminating the Agreement and the Service for Cause pursuant to the terms and conditions of the Agreement, whether or not the Initial Service Term has expired.

3.2 Upon expiration of the Initial Service Term, the Service will continue on a month-to-month basis until the earlier of: (a) termination of the month-to-month Service by either party upon not less than 30 calendar days written notice to the other party; (b) expiration or termination of this Exhibit or the Agreement in accordance with its terms; or (c) extension of the Service Term for a specific period of time pursuant to an Order Form.

**SERVICE EXHIBIT PL
QWEST® DOMESTIC PRIVATE LINE SERVICES
WHOLESALE/ ENHANCED SERVICES AGREEMENT**

4. SERVICE RATES; BILLING.

4.1 Service and optional feature pricing includes monthly recurring charges ("MRCs") and one-time non-recurring charges ("NRCs"). Qwest will invoice Customer all MRCs in advance and all NRCs and other charges in arrears. Billing for a Service will begin on the Start of Service Date. If the Start of Service Date falls on any day other than the first day of the bill cycle date, the first invoice to Customer will consist of: (a) the pro-rata portion of the applicable MRCs covering the period from the Start of Service Date through the last day of the billing cycle; and (b) the MRCs for the following bill cycle.

4.2 Customer's standard pricing for the Service and optional features is contained in the attached Exhibit PL2-DPL (for DPL), Exhibit PL2-QMPL (for QMPL), Exhibit PL2-QWave (for QWave), and Exhibit PL2-EPL (for EPL and MEPL) (collectively referred to herein as "Rate Exhibit"), and may also be loaded into Qwest's Q.Pricer® quotation tool. Customer may also obtain pricing for Service via an amendment to the Agreement or a quote form generated and saved by Customer in the Q.Pricer quotation tool, or any other such Qwest-designated quoting tool or form ("Q.Pricer Quote Form"). In addition, from time to time Qwest may offer Customer pricing for a Service via a manual Quote Form ("Manual Quote Form"). Q.Pricer Quote Forms and Manual Quote Forms are collectively referred to herein as "Quote Forms". Each Quote Form will contain a Qwest-generated quote identification number ("Quote ID"). Any Order Form submitted without a Quote ID will be subject to the prices stated in the Rate Exhibit.

4.3 By submitting an Order Form containing a Quote ID, Customer agrees to all terms and conditions contained in the applicable Quote Form, in addition to those in this Exhibit and the Agreement, which become binding when Qwest accepts such Order Form. If there is a conflict between the terms of a Quote Form and this Exhibit (including the Rate Exhibit), the Quote Form will control.

4.4 Customer may not submit an Order Form with pricing from a Quote Form after the expiration date stated on the Quote Form (the "Quote Expiration Date"). If no specific Quote Expiration Date is stated on the Quote Form, then the pricing stated in such Quote Form expires 45 calendar days after the Quote Date on such Quote Form.

4.5 In addition to any MRCs and NRCs supplied by a Quote Form, Customer is also responsible for any and all ancillary charges identified in the Rate Exhibit that are applicable to each Service order, such as expedite charges, change charges, cancellation charges, and termination liability charges. Such ancillary charges will be applied at Qwest's then-current rates in the Rate Exhibit at the time Qwest accepts the associated Order Form, change order request or termination request. Ancillary charges for the Service are not captured in saved Q.Pricer Quote Forms.

4.6 Any non-standard rates available in Q.Pricer are subject to change without notice. Qwest may, upon 60 calendar days prior written notice to Customer, modify the Service, the optional features, rates or other charges described in this Exhibit or the Rate Exhibit, which modifications will apply only to Services ordered after the effective date of the modification.

4.7 In the event of Regulatory Activity and notwithstanding any other provision herein to the contrary, Qwest may, upon prior written notice when reasonably practicable, modify, change or add to: (a) the rates and charges, (b) the Service and optional features, and (c) the other terms and conditions contained in this Exhibit, to reflect the impact of, or to effect, such Regulatory Activity.

5. SERVICE ORDERING.

5.1 Customer must submit a complete and accurate Order Form indicating Customer's network requirements to request Service (including optional features). Qwest reserves the right to accept or reject each Order Form.

5.2 Customer may request multiple Services on the same Order Form. If Qwest accepts the Order Form, Qwest will notify Customer via email that it has accepted all or a portion of the Order Form. The date on which Qwest accepts Customer's Order form is the "Order Acceptance Date" and is solely determined by Qwest.

5.3 Qwest will provide Customer with a delivery date for installation of the Service ("Customer Commit Due Date"). 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.

5.4 If Customer requests a change to a Service after the Order Acceptance Date, Qwest may change the Customer Commit Due Date. Upon Qwest's acceptance of Customer's request to change an accepted Order Form Customer will be charged a change charge ("Change charge") for each Service in an Order Form for which Customer requests a change.

SERVICE EXHIBIT PL
QWEST® DOMESTIC PRIVATE LINE SERVICES
WHOLESALE/ ENHANCED SERVICES AGREEMENT

5.5 Any Customer request for Qwest to expedite the delivery of Service before the Customer Commit Due Date 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.

5.6 Customer must pay all Change charges and Expedite charges stated in the Rate Exhibit, and any related change or expedite charges set forth in Exhibit T for associated Local Access Service(s), regardless of whether: (a) Customer cancels the Service; or (b) the Service is not delivered on the requested Expedite date.

6. ORDER CANCELLATION.

6.1 Customer may cancel a submitted Order Form before the Start of Service Date by providing Qwest with written notice (a "Cancellation"). If Customer cancels an Order Form within 5 business days after the Order Acceptance Date, Customer will not be charged any Cancellation charges for the terminated Order Form.

6.2 If Customer cancels an Order Form more than 5 business days after the Order Acceptance Date, but before the Start of Service Date, Customer must pay the Cancellation charge stated in the Rate Exhibit for each individual Service ordered in the terminated Order Form.

6.3 If Qwest terminates an Order Form prior to the Start of Service Date but after the Order Acceptance Date due to Customer's breach of the Agreement, Customer must pay Qwest the sum equal to: (a) the Cancellation charge stated in the Rate Exhibit, plus (b) the NRC for the cancelled Service; and (c) 1 month's MRC for the cancelled Service. If Qwest terminates an Order Form prior to the Start of Service Date but after the Order Acceptance Date due to Qwest system limitations, Qwest will not charge Customer any Order Cancellation charges.

6.4 Customer must pay all Cancellation charges stated in the Rate Exhibit, and any related cancellation charges set forth in Exhibit T for associated Local Access Service(s), for each Customer-initiated request to cancel an Expedited Service order, even if the Expedited Order is cancelled less than 5 business days after the Order Acceptance Date.

6.5 If Qwest fails to make a Service available for testing on or before the 31st calendar day after the Customer Commit Due Date, and Customer did not contribute to such failure, as determined by Qwest, Customer may cancel the order for that Service without liability for Cancellation charges ("Cancellation Right"). The Cancellation Right is Customer's sole and exclusive remedy for Qwest's failure to meet the Customer Commit Due Date, and must be exercised via written notice to Qwest on or before 30 calendar days after the Customer Commit Due Date or is deemed waived by Customer. Notwithstanding the above, if Customer is not ready to accept the Service for testing for any reason on or before the 31st day after the Customer Commit Due Date, Customer will be deemed to have waived its Cancellation Right with respect to that Service.

6.6 Customer orders that require Construction are excluded from the Cancellation Right.

6.7 Qwest and Customer agree that Qwest's damages in the event of Cancellation of an Order Form will be difficult or impossible to determine. Qwest and Customer therefore agree that this Section 6 is intended to establish damages in the event of Cancellation and the associated Order Cancellation charges are not intended as a penalty.

7. SERVICE DELIVERY; ACCEPTANCE.

7.1 Initially, Qwest will provide Customer notice that the Service is ready for Customer's acceptance by delivering to Customer a service acceptance letter. Customer will be deemed to have accepted the Service on the Start of Service Date. As used herein, the "Start of Service Date" is the earliest to occur of: (a) the date on which Customer first places live traffic on the Service; or (b) 5 calendar days after Qwest provides Customer with notice that the Service is ready for Customer's acceptance, unless Customer notifies Qwest, in writing before this date, that the Service or any Qwest Local Access Service associated with the Service is in material non-compliance with the applicable performance criteria set forth in Section 7.4 below. Following timely notice by Customer of material non-compliance with applicable performance criteria, Qwest will use reasonable efforts to correct any such non-compliance and will notify Customer that the Service is ready for acceptance, thereby restarting the process described in this Section 7.1 (except that Qwest may notify Customer that the Service is ready for acceptance by means other than a service acceptance letter).

7.2 If Qwest-provided Local Access Service to any Service is delayed beyond the date upon which Qwest provides Customer notice of the Service availability for use or testing, the Start of Service Date will be delayed until the Qwest-provided Local Access Services are available to Customer (at which time billing will begin for the Service).

SERVICE EXHIBIT PL
QWEST® DOMESTIC PRIVATE LINE SERVICES
WHOLESALE/ ENHANCED SERVICES AGREEMENT

7.3 In the event Customer utilizes Customer Provided Access (as defined in Service Exhibit T), then unavailability, incompatibility, delay in installation, or other impairment of such Customer Provided Access will not delay the Start of Service Date, regardless of whether or not the Customer Provided Access is functioning or the Service is being used by Customer.

7.4 Performance Criteria.

(a) For DPL and QMPL, if the BER performance level specified (10^{-15}) is observed during a 24-hour test period, the Service is considered in compliance with its performance criteria.

(b) For QWave, if the BER performance level specified (10^{-12}) is observed during a 24-hour test period, the Service is considered in compliance with its performance criteria.

(c) For EPL & MEPL, if the BER performance level specified (10^{-15}) is observed during a 24-hour test period, the Service is considered in compliance with its performance criteria.

8. CHANGES; UPGRADES.

8.1 "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 modify the line coding on a DS-1 Service from B8ZS to ESF. Changes exclude Terminations, Upgrades, Multiplex, Reverse Multiplex, any other modifications to Service under this Section 8.

(a) Qwest will not accept or approve a request to Change a Service during its Service Term when the Change requires Construction, including Construction on the associated Local Access Services ordered from Qwest. Other Changes to a Service are subject to Qwest's prior written approval.

(b) 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. In addition, Changes to Service may require changes to the associated Local Access Services, and new pricing based on the nature of the Change request. Customer must pay a Service Change charge and any additional charges set forth in the Rate Exhibit.

8.2 "Upgrade" means a conversion, on or after the Service Start of Service Date, from one Interface on the Service to a different Interface that provides greater bandwidth at each end location of the Service (e.g., DS-1 to DS-3) without any change to either of the Service's 2 Qwest service locations. An Upgrade may result in an interruption or impact on the Service in order to complete the requested Upgrade.

(a) Subject to the conditions specified in this Section, Customer may submit a written request to Upgrade a Service to a higher bandwidth within the same Service type (e.g., DS-3 QMPL to OC-3 QMPL). Upgrades exclude Customer requests to: (i) change Service type (e.g., DPL to QWave, or DPL to QMPL); (ii) add incremental Services of the same Service type (e.g., an increase in quantity from a single DS-1 Service to multiple DS-1 Services); and (iii) Multiplex or Reverse Multiplex a Service.

(b) Service Upgrades are subject to Qwest's prior written approval. An Upgrade will only be permitted if: (i) available capacity for the desired Service ("Upgraded Service") exists at the time of the request, as determined by Qwest in its sole discretion; (ii) Customer submits an Order Form to install the Upgraded Service simultaneously with an Order Form to disconnect the original Service that is being upgraded ("Original Service") and each Order Form references the other; and (iii) the Upgraded Service has an Initial Service Term equal to or exceeding the Initial Service Term of the Original Service.

(c) Qwest will waive the Termination Liability Charge for the Termination of an Original Service and approved Upgrade to an Upgraded Service (but will not waive termination charges for Local Access Services). Customer must pay all applicable installation NRCs and MRCs stated in the Rate Exhibit for Upgraded Services.

(d) If Customer requests Termination (defined in Section 9 below) of an Upgraded Service before the end of its Initial Service Term, Customer must pay: (i) the Termination Liability Charge for the remaining unexpired Initial Service Term on the Upgraded Service; and (ii) an amount equal to any NRCs discounted or waived on the Original Service. Any and all satisfied portions of the Initial Service Term for the Original Service will not apply toward the Initial Service Term for the Upgraded Service.

SERVICE EXHIBIT PL
QWEST® DOMESTIC PRIVATE LINE SERVICES
WHOLESALE/ ENHANCED SERVICES AGREEMENT

8.3 Customer may not decrease the bandwidth for Service (e.g., decrease from DS-3 to DS-1) during the Service Term of a Service.

8.4 No interruption or adverse impact on the Service that occurs in order to complete Customer's requested Change or Upgrade will be subject to the SLA.

8.5 Customer must pay all applicable early termination charges that may apply for early termination of any interconnection services, Local Access Services pursuant to Exhibit T (including Leased Access), or other related services, for Service Upgrades, whether provided by Qwest or ordered by Qwest on Customer's behalf. Nothing in this Exhibit relieves Customer from its obligations under Exhibit T with respect to Customer Provided Access termination and the written Disconnect Firm Order Confirmation (DFOC) notification requirement.

9. SERVICE TERMINATION.

9.1 Customer may cancel a Service after the Start of Service Date and prior to the end of the Service Term (a "Termination") by providing Qwest 30 days prior written notice, in a form reasonably requested by Qwest. In the event Customer does so, or in the event that the Service is terminated by Qwest after the Start of Service Date due to Customer's breach of the Agreement, Customer must pay the Termination Liability Charge stated in the Rate Exhibit.

9.2 Upon receipt by Qwest of a written request to disconnect an installed Service prior to the end of the applicable Service Term, Qwest will send Customer a written circuit disconnect order acknowledgement, confirming the request to terminate the Service, the date of Service disconnection and setting forth the Termination Liability Charge, if any, then due and payable. Billing for Service terminated under this Section will cease 30 calendar days from Qwest's receipt of Customer's termination notice.

9.3 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 Termination and the associated termination charges are not intended as a penalty.

**ATTACHMENT 1
EXHIBIT PL
QWEST® DOMESTIC PRIVATE LINE SERVICES**

SERVICE LEVEL AGREEMENT

1. **SERVICE LEVEL AGREEMENT (SLA).** Except for DS-0 Service, the Service Level Agreement contained in this Section 1 applies as of a Service's Start of Service Date. Qwest does not provide a Service Level Agreement on DS-0 Service.

1.1 **DOMESTIC PRIVATE LINE (DPL) AND METRO PRIVATE LINE (QMPL) SLA.**

Credit Schedule – Continental U.S.		
Service Availability Percentage		Outage Credit percentage (as a % of the Eligible Service MRCs for the Affected Service)
Upper Level	Lower Level	
100.00%	99.999%	0%
< 99.999%	99.99%	10%
< 99.99%	99.9%	25%
< 99.9%	99.5%	50%
< 99.5%	0.00%	100%

Credit Schedule - Hawaii		
Service Availability Percentage		Outage Credit percentage (as a % of the Eligible Service MRCs for the Affected Service)
Upper Level	Lower Level	
100.00%	99.95%	0%
< 99.94%	99.75%	5%
< 99.74%	99.00%	10%
< 98.99%	97.5%	15%
< 97.49%	0.00%	20%

1.2 **ETHERNET PRIVATE LINE (EPL) AND METRO ETHERNET PRIVATE LINE (MEPL) SLA.**

Credit Schedule – Continental U.S.		
Service Availability Percentage		Outage Credit percentage (as a % of the Eligible Service MRCs for the Affected Service)
Upper Level	Lower Level	
100.00%	99.999%	0%
< 99.999%	99.99%	10%
< 99.99%	99.9%	25%
< 99.9%	99.5%	50%
< 99.5%	0.00%	100%

1.3 **QWAVE PRIVATE LINE (QWAVE) SLA.**

(A) Long Haul Circuits.

(1) Unprotected Single Path. Qwest provides Service on Qwest-owned network facilities using a single path providing two-fiber hand off to the Customer at Qwest-designated hand off points.

Credit Schedule – Continental U.S.		
Service Availability Percentage		Outage Credit percentage (as a % of the Eligible Service MRCs for the Affected Service)
Upper Level	Lower Level	
100%	99.90%	0%
<99.90%	99.70%	5%

**ATTACHMENT 1
EXHIBIT PL
QWEST® DOMESTIC PRIVATE LINE SERVICES**

SERVICE LEVEL AGREEMENT

<99.70%	99.20%	10%
<99.20%	98.50%	25%
<98.50%	0%	50%

(2) Unprotected Dual Paths. Qwest provides Service on Qwest-owned network facilities using two diversely routed paths and providing four fiber hand off to the Customer at Qwest-designated hand off points.

Credit Schedule – Continental U.S.		
Service Availability Percentage		Outage Credit percentage (as a % of the Eligible Service MRCs for the Affected Service)
Upper Level	Lower Level	
100%	99.99%	0%
<99.99%	99.90%	5%
<99.90%	99.70%	10%
<99.70%	99.50%	25%
<99.50%	0%	50%

(B) Metro Circuits.

(1) Unprotected Single Path. Qwest provides Service on Qwest-owned network facilities using a single path providing two fiber hand off to the Customer at Qwest-designated hand off points.

Credit Schedule – Continental U.S.		
Service Availability Percentage		Outage Credit percentage (as a % of the Eligible Service MRCs for the Affected Service)
Upper Level	Lower Level	
100.0%	99.90%	0%
<99.90%	99.70%	5%
<99.70%	99.20%	10%
<99.20%	98.50%	25%
<98.50%	0%	50%

(2) Unprotected Dual Paths. Qwest provides Service on Qwest-owned network facilities using two paths, diversely routed, and providing four fiber hand off to the Customer at Qwest-designated hand off points.

Credit Schedule – Continental U.S.		
Service Availability Percentage		Outage Credit percentage (as a % of the Eligible Service MRCs for the Affected Service)
Upper Level	Lower Level	
100.0%	99.90%	0%
<99.90%	99.70%	5%
<99.70%	99.20%	10%
<99.20%	98.50%	25%
<98.50%	0%	50%

(3) Core Protected. Qwest provides Service on Qwest-owned network facilities using diversely routed dual paths between Qwest-designated on-net locations along with protection switching and providing two fiber hand off to the Customer at Qwest-designated hand off points.

Credit Schedule – Continental U.S.	
Service Availability Percentage	Outage Credit percentage

**ATTACHMENT 1
EXHIBIT PL
QWEST® DOMESTIC PRIVATE LINE SERVICES**

SERVICE LEVEL AGREEMENT

Upper Level	Lower Level	(as a % of the Eligible Service MRCs for the Affected Service)
100%	99.99%	0%
<99.99%	99.90%	5%
<99.90%	99.70%	10%
<99.70%	99.50%	25%
<99.50%	0%	50%

2. OUTAGE CREDITS.

2.1 Customer acknowledges the possibility of an interruption that results in the total disruption of Service which, subject to the restrictions and exclusions in Section 2.9 below, constitutes an "Outage". Customer may be entitled to an "Outage Credit" for an Affected Service based upon the amount of Outage time experienced by the Affected Service during the calendar month at issue. "Affected Service" means the specific Service that experiences an Outage. The Outage Credit amount is calculated by determining the percentage of time (calculated in 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 applicable table(s) in Section 1 of this Attachment 1, for Services in the continental U.S. and Hawaii. The amount of the Outage Credit will be the Outage Credit percentage in the table(s) in Attachment 1, as applicable, multiplied by Customer's MRCs for the Affected Service (after application of any credits or discounts ("Eligible Service MRCs")). For protected or dual path QWave Private Line Service, Outage time includes only the amount of time in minutes that both Service paths experience concurrent Outage time. If at any given time any one of the two paths is available it will not be deemed Outage time.

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

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

For purposes of measuring the Service Availability Percentage, the Qwest Trouble Management System will determine 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 Customer's verifiable notification of the Outage to the Qwest Trouble Management System 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.

2.2 To receive an Outage Credit under this SLA, Customer must: (a) enter a trouble ticket at the time of the Outage by contacting the National Network Service ("NNS") 1-866-874-6790 (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 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 2.2, Customer will have waived its right to Outage Credits for Outages in that month.

2.3 Customer must submit a written request for Outage Credits within 30 calendar days of the end of the calendar month in which the Outage occurs, to Qwest via email to 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 should e-fax to 1-303-383-8134. The written request notice must 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 \$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.

2.4 All approved Outage Credits will be credited on the next monthly invoice for the Affected Service after Qwest's receipt of Customer's request for credit and 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 that Service.

2.5 The Outage Credits described in this Section 2 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 any 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.

**ATTACHMENT 1
EXHIBIT PL
QWEST® DOMESTIC PRIVATE LINE SERVICES**

SERVICE LEVEL AGREEMENT

2.6 For DPL Service and EPL Service only ("Qualifying Services"), if Customer experiences any Chronic Outage with respect to any Qualifying Service, Customer will be entitled to terminate the Affected Service without further obligation by providing Qwest with written notice following such Chronic Outage. For purposes of this Section 2.6, a "Chronic Outage" means, with respect to a circuit, the occurrence during any calendar month of: (a) more than three Outages that occur for the same reason; or (b) more than eighteen aggregate hours of Outages.

2.7 Customer may, as its sole and exclusive remedy for Chronic Outages, upon 30 calendar days prior written notice to Qwest, terminate the Affected Service without incurring any Termination Liability Charges with respect to the Affected Service; however, Customer must pay all usage charges for the Affected Service accrued to the date of termination (the "Early Termination Right"). Customer must exercise its Early Termination Right with respect to the Affected Service within 30 calendar days after Customer first experiences a Chronic Outage. If Customer fails to exercise its Early Termination Right within that 30 calendar day period, Customer will be deemed to have waived its Early Termination Right with respect to the Affected Service.

2.8 The Outage Credit described in this Section 2, and for Qualifying Services, the Early Termination Right described in Section 2.7 above, are Customer's sole and exclusive remedies for any Outage, Chronic Outage, or other disruption of any Service, and no Outage, Chronic Outage, or other disruption of Service may be construed as a default or Cause under this Exhibit. No other service or performance guarantees or credits will apply to the Services.

2.9 An Outage will not be deemed to have occurred and an Outage Credit will not be granted if 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;
- (c) Interruptions due to power failure at Customer premises, or the failure or poor performance of CPE;
- (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 Qwest has communicated to Customer in any other manner that the Service will be unavailable for: (i) Normal Maintenance (defined in Section 3 below) or grooming purposes; (ii) Urgent Maintenance (defined in Section 3 below) (but Qwest will attempt to restore Service as soon as is reasonably practicable); or (iii) Customer has released the Service to Qwest for the installation of a Customer Service order;
- (f) Interruptions during any period that Customer elects not to release the Service for testing and/or repair and continues to use it on an impaired basis;
- (g) Interruptions resulting from Force Majeure;
- (h) Interruptions resulting from Customer's use of Service in an unauthorized or unlawful manner;
- (i) Interruptions resulting from a Qwest disconnect for Cause;
- (j) Interruptions resulting from incorrect, incomplete or inaccurate Service orders from Customer (including without limitation Customer's over-subscription of circuits);
- (k) Interruptions due to improper or inaccurate network specifications provided by Customer;
- (l) Interruptions resulting from a failure of a carrier other than Qwest providing Local Access Services, including CPA;
- (m) 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;
- (n) Qwest's inability to deliver Service by the Customer Commit Due Date;
- (o) Interruptions due to Customer-initiated requests to disconnect an existing Service and install a new Service, including but not limited to Upgrade and Change requests.

3. SERVICE MAINTENANCE.

3.1 Qwest will endeavor to perform all non-emergency Normal Maintenance 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 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; but if affected Services are located

ATTACHMENT 1
EXHIBIT PL
QWEST® DOMESTIC PRIVATE LINE SERVICES
SERVICE LEVEL AGREEMENT

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).

3.2 "Urgent Maintenance" refers 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.

**EXHIBIT PL2-DPL PREFERRED
QWEST® DOMESTIC PRIVATE LINE SERVICES RATE EXHIBIT
WHOLESALE/ENHANCED SERVICES AGREEMENT**

Customer will be responsible for all interconnection costs from the Customer location indicated by the Originating NPA/NXX and the Terminating NPA/NXX to the corresponding Qwest owned POP. Additional charges associated with Local Access Service may also apply.

1. DOMESTIC PRIVATE LINE SERVICE NRCs.

Customer will be responsible for all non-recurring charges, unless otherwise noted in writing.

	DS-0	DS-1	DS-3	OC-3	OC-12	OC-48
NRC Per Service*	\$500.00	\$500.00	\$2,000.00	\$5,000.00	\$10,000.00	\$40,000.00

*Qwest will waive the NRC per Service for any circuit ordered with a Initial Service Term of 12 months or longer.

2. DOMESTIC PRIVATE LINE SERVICE MRCs.

Monthly rates for all Domestic Private Line Services are calculated using a "Base Rate" that is based upon the Service Term commitment applicable to the ordered Service from the table below and the total mileage calculated by DS-0 per V&H mile. Each Service also has a Minimum Monthly Commitment (as determined from the table below) which will be applied should the calculated Monthly Recurring Charge amount to less than the Minimum Monthly Commitment for that Service.

	DS-0	DS-1	DS-3	OC-3	OC-12	OC-48
Base Rate per DS-0 per V & H mile	\$0.085	\$0.0115	\$0.00149	\$0.00068	\$0.00048	\$0.00035
Minimum Monthly Commitment**	\$150.00	\$128.00	\$531.00	\$1,063.00	\$2,975.00	\$8,500.00
DS-0 equivalents	1	24	672	2,016	8,064	32,256

"V & H" means Qwest's vertical and horizontal domestic mileage, which is calculated using coordinates between the originating and terminating domestic Qwest POPs.

**The Minimum Monthly Commitment is the absolute lowest price for the Service.

3. ANCILLARY CHARGES. In addition to the foregoing Domestic Private Line Service rates, Customer will pay to Qwest the following additional charges, as applicable:

3.1 **Multiplexing Charges (MRCs).** Multiplexing may be available for Service at: (a) a Qwest backbone POP; or (b) a Qwest on-net building. MRCs for Multiplexing services are provided in Table 3.1 below.

		Table 3.1—Multiplexing Rates					
		Level of Domestic Private Line circuit prior to Multiplexing					
		DS-0	DS-1	DS-3	OC-3	OC-12	OC-48
Level of local access circuit required after Multiplexing	DS-0	N/A					
	DS-1	ICB					
	DS-3	ICB	ICB				
	OC-3	ICB	ICB	\$300			
	OC-12	ICB	ICB	\$900	\$600		
	OC-48	ICB	ICB	\$2,700	\$2,400	\$1,800	

1. The MRC is applied on the higher bandwidth Service.
2. There is no Multiplexing NRC.

3.2 **Reverse Multiplexing Charges (MRCs).** Reverse Multiplexing may be available when Customer wishes to: (a) Reverse Multiplex a higher order local loop Qwest Domestic Private Line Service to a lower order Qwest Domestic Private Line transport Service; or (b) Reverse Multiplex the Qwest Domestic Private Line transport Service to provide multi-Service aggregation. MRCs for Reverse Multiplexing services are provided in Table 3.2 below.

**EXHIBIT PL2-DPL PREFERRED
QWEST® DOMESTIC PRIVATE LINE SERVICES RATE EXHIBIT
WHOLESALE/ENHANCED SERVICES AGREEMENT**

Level of Private Line circuit required after Reverse Multiplexing	Table 3.2- Reverse Multiplexing Rates Level of local access circuit prior to Reverse Multiplexing					
	DS-0	DS-1	DS-3	OC-3	OC-12	OC-48
DS-0		\$250	\$350	\$900	\$1,500	\$3,300
DS-1			\$250	\$600	\$1,200	\$3,000
DS-3				\$300	\$900	\$2,700
OC-3					\$600	\$2,400
OC-12						\$1,800
OC-48						N/A
1. The MRC is applied on the higher bandwidth local access service. 2. There is no Reverse Multiplexing NRC.						

3.3 Echo Cancellation Charges (MRCs).

Circuit Speed	Echo Cancellation Charge
DS-1	\$215 for up to 24 DS-0 circuits between the same two POPs (\$215 per equivalent DS-1 circuit)
DS-3	\$6,020 for DS-3 circuits between the same two POPs
OC-n	ICB

3.4 Expedite Charges for On-Net Services[†] (NRCs Per Expedited Order).

Circuit Speed	Expedite Charge
DS-0	\$550
DS-1	\$550
DS-3	\$600
OC-3	\$750
OC-12	\$1,500
OC-48	ICB

[†] Expedite charges associated with Off-Net services are not included in the table above and will be provided on an ICB.

3.5 Order Change Charges (NRCs Per Changed Order).

Circuit Speed	Order Change Charge
DS-0	\$400
DS-1	\$400
DS-3	\$800
OC-3	\$1,500
OC-12	\$1,500
OC-48	ICB

3.6 Order Cancellation Charges (NRCs Per Cancelled Order).

Circuit Speed	Order Cancellation Charge
DS-0 and DS-1	\$250
DS-3	\$750
OC-n	\$1,000

3.7 Termination Liability Charge.

In addition to all rates, fees and charges which accrue under this Exhibit for each Service up through the date of Termination, Customer also must pay Qwest the following "Termination Liability Charge":

**EXHIBIT PL2-DPL PREFERRED
QWEST® DOMESTIC PRIVATE LINE SERVICES RATE EXHIBIT
WHOLESALE/ENHANCED SERVICES AGREEMENT**

- a. 100% of the MRCs multiplied by the number of remaining unused months (including the pro rata portion of any partial months) through the first 12 months of the Service Term, plus
- b. 35% of the MRCs multiplied by the number of remaining unused months (including the pro rata portion of any partial months) beyond the first 12 months of the Service Term, plus
- c. 100% of any Service NRCs that were previously waived or discounted by Qwest.

**EXHIBIT PL2-QMPL
QWEST® DOMESTIC PRIVATE LINE SERVICES RATE EXHIBIT
WHOLESALE/ENHANCED SERVICES AGREEMENT**

Customer will be responsible for all interconnection costs from the Customer location indicated by the Originating NPA/NXX and the Terminating NPA/NXX to the corresponding Qwest owned POP. Additional charges associated with Local Access Service may also apply.

1. **ANCILLARY CHARGES.** In addition to the foregoing Qwest Metro Private Line Service rates, Customer will pay to Qwest the following additional charges, as applicable:

1.1 **Multiplexing Charges (MRCs).** Multiplexing may be available for Service at: (a) a Qwest backbone POP; or (b) a Qwest on-net building. MRCs for Multiplexing are provided in Table 1.1 below.

		Table 1.1 – Multiplexing Rates					
		Level of Metro Private Line circuit prior to Multiplexing					
		DS0	DS1	DS3	OC3	OC12	OC48
Level of circuit required after Multiplexing	DS0	-	ICB	ICB	ICB	ICB	ICB
	DS1	ICB	-	ICB	ICB	ICB	ICB
	DS3	ICB	ICB	-	\$300	\$900	\$2,700
	OC3	ICB	ICB	\$300	-	\$600	\$2,400
	OC12	ICB	ICB	\$900	\$600	-	\$1,800
	OC48	ICB	ICB	\$2,700	\$2,400	\$1,800	-
1. The MRC is applied on the higher bandwidth Service. 2. There is no Multiplexing NRC.							

1.2 **Expedite Charges for On-Net Services[†] (NRCs Per Expedited Order).**

Circuit Speed	Expedite Charge
DS-1	\$550
DS-3	\$600
OC-3	\$750
OC-12	\$1,500
OC-48	ICB

[†]Expedite charges associated with Off-Net services are not included in the table above and will be provided on an ICB.

1.3 **Order Change Charges (NRCs Per Changed Order).**

Circuit Speed	Order Change Charge
DS-1	\$400
DS-3	\$800
OC-3	\$1,500
OC-12	\$1,500
OC-48	ICB

1.4 **Order Cancellation Charges (NRCs Per Cancelled Order).**

Circuit Speed	Order Cancellation Charge
DS-1	\$250
DS-3	\$750
OC-n	\$1,000

1.5 **Termination Liability Charge.**

In addition to all rates, fees and charges which accrue under this Exhibit for each Service up through the date of Termination, Customer also must pay Qwest the following "Termination Liability Charge":

- a. 100% of the MRCs multiplied by the number of remaining unused months (including the pro rata portion of any partial months) through the first 12 months of the Service Term, plus

EXHIBIT PL2-QMPL
QWEST® DOMESTIC PRIVATE LINE SERVICES RATE EXHIBIT
WHOLESALE/ENHANCED SERVICES AGREEMENT

- b. 35% of the MRCs multiplied by the number of remaining unused months (including the pro rata portion of any partial months) beyond the first 12 months of the Service Term, plus
- c. 100% of any Service NRCs that were previously waived or discounted by Qwest.

**EXHIBIT PL2-EPL
QWEST® DOMESTIC PRIVATE LINE SERVICES RATE EXHIBIT
WHOLESALE/ENHANCED SERVICES AGREEMENT**

1. **PRICING.** The prices quoted for the Service apply to the inter-office channel of the circuit specified in the table(s) below: (a) between metro facilities for MEPL; or (b) from the nearest originating Qwest POP to the nearest terminating Qwest POP for EPL. Customer is responsible for all interconnection costs from the Customer location indicated by the originating NPA/NXX or CLLI and the terminating NPA/NXX or CLLI to the corresponding Qwest POPs. Additional charges associated with Local Access Service may also apply. Unless otherwise specified herein, the QWave Private Line Service(s) are not eligible for any additional rebates, credits, promotions or discounts and are provided subject to capacity and availability as determined by Qwest in its sole discretion.

1.1 Reserved for Future Pricing.

2. **ANCILLARY CHARGES.**

2.1 Expedite Charges for On-Net Services[†] (NRC Per Expedited Order).

Circuit Speed	Expedite Charge
All Speeds	\$1,500

[†]Expedite charges associated with Off-Net services are not included in the table above and will be provided on an ICB.

2.2 Order Cancellation Charges (NRC Per Cancelled Order).

Circuit Speed	Order Cancellation Charge
All Speeds	\$1,000

2.3 Termination Liability Charge.

In addition to all rates, fees and charges which accrue under this Exhibit for each Service up through the date of Termination, Customer also must pay Qwest the following "Termination Liability Charge":

- a. 100% of the MRCs multiplied by the number of remaining unused months (including the pro rata portion of any partial months) through the first 12 months of the Service Term, plus
- b. 35% of the MRCs multiplied by the number of remaining unused months (including the pro rata portion of any partial months) beyond the first 12 months of the Service Term, plus
- c. 100% of any Service NRCs that were previously waived by Qwest.

**EXHIBIT PL2-QWAVE
QWEST® DOMESTIC PRIVATE LINE SERVICES RATE EXHIBIT
WHOLESALE/ENHANCED SERVICES AGREEMENT**

1. **PRICING.** The prices quoted are for the Qwest QWave Private Line Service. Customer is responsible for all interconnection costs to these locations. Additional charges associated with Local Access Service may also apply. Unless otherwise specified herein, the QWave Private Line Service(s) are not eligible for any additional rebates, credits, promotions or discounts and are provided subject to capacity and availability as determined by Qwest in its sole discretion.

1.1 Reserved for Future Pricing.

2. **ANCILLARY CHARGES.** In addition to the foregoing QWave Private Line Service rates, Customer will pay to Qwest the following additional charges, as applicable.

2.1 Expedite Charges for On-Net Services[†] (NRC Per Expedited Order).

Circuit Speed	Expedite Charge
All Speeds	\$1,800

[†]Expedite charges associated with Off-Net services are not included in the table above and will be provided on an ICB.

2.2. Order Change Charges (NRC Per Changed Order).

Circuit Speed	Order Change Charge
All Speeds	\$1,500

2.3. Order Cancellation Charges (NRC Per Cancelled Order).

Circuit Speed	Order Cancellation Charge
All Speeds	\$1,000

2.4 Termination Liability Charge.

In addition to all rates, fees and charges which accrue under this Exhibit for each Service up through the date of Termination, Customer also must pay Qwest the following "Termination Liability Charge":

- a. 100% of the MRCs multiplied by the number of remaining unused months (including the pro rata portion of any partial months) through the first 12 months of the Service Term; plus
- b. 35% of the MRCs multiplied by the number of remaining unused months (including the pro rata portion of any partial months) beyond the first 12 months of the Service Term, plus
- c. 100% of any Service NRCs that were previously waived or discounted by Qwest.

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

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

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

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

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

"POC" means point of contact.

"SLA" means the service level agreement.

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

"TCA" means total customer agency.

"VLAN" means virtual local area network.

2. SERVICE.

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

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

The following management types are available:

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

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

2.5 Qwest Responsibilities.

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

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

EXHIBIT IM
INTEGRATED MANAGEMENT SERVICES
QWEST WHOLESALE/ENHANCED SERVICES AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

2.8 Availability.

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

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

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

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

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

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

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

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

3. TERM; CANCELLATION.

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

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

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

4. INTEGRATED MANAGEMENT RATE TABLE.

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

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

ATTACHMENT 1

LIMITED LETTER OF AGENCY

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

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

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

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

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

End User Company Name

Authorized Signature of End User

Print or Type Name

Title

Date