

Amendment 22
UT-041379-AF
om-9116/10
NO ACTION
Qwest.
Spirit of Service

Qwest Corporation
1600 7th Avenue, Room 1506
Seattle, Washington 98191
(206) 345-1568
Facsimile (206) 343-4040

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

August 6, 2010

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 22 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

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RECEIVED
UTILITY AND TRANSPORTATION
COMMISSION
OLYMPIA, WA

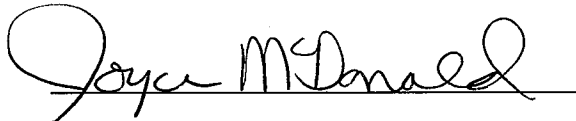
VERIFIED STATEMENT OF AFFILIATED INTEREST TRANSACTION

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 22 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 6th day of August, 2010.

**AMENDMENT NO. 22 TO
WHOLESALE SERVICES AGREEMENT**

THIS AMENDMENT NO. 22 (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) T-2, IPE-2-Preferred and PL2 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 T-2, IPE-2-Preferred and PL2 (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: 08/04/10

Offer Management Director: 

Date: 8/3/10

Customer:

Qwest Corporation

By: 

Name: Steven Swain

Title: Vice President - Finance

Date: 8/5/10

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

1. Special Pricing.

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

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

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

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

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

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

| Location (Service Address) | Circuit Type | Minimum Service Term | MRC for Each Circuit* | NRC for Each Circuit |
|---|--------------|-----------------------------|-----------------------|----------------------|
| 6490 S Quebec St Englewood, CO 80111 NPA/NXX: 303/694 | GiGE | 12 Consecutive Months | \$4,560.00 | \$0.00 |
| 1122 3D Seattle, WA 98101 NPA/NXX: 206/223 | GiGE | 12 Consecutive Months | \$1,933.00 | \$0.00 |
| 225 Williams S Renton, WA 98055 NPA/NXX: 425/251 | GiGE | 12 Consecutive Months | \$1,650.00 | \$0.00 |
| 25 S 5 th St Tempe AZ 85281 NPA/NXX: 480/894 | GiGE | 12 Consecutive Months | \$20,333.00 | \$0.00 |

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

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

1.3 As of the Effective Date of Amendment No. 20 to the Agreement, the following Terms and Conditions shall apply:

Customer will be eligible to receive special pricing for the new Ethernet Local Access Services (as defined in Exhibit T), at the rates, conditions, circuit types, and locations set forth in the table immediately below ("Specially Priced Circuits"), provided Customer submits an Order Form (as defined in Exhibit T) for the Specially Priced Circuits no later than 45 days from October 12, 2009. The Specially Priced Circuits will not be eligible for any additional rebates, credits, promotions or discounts and will be provided subject to capacity and availability as determined by Qwest.

| Location (Service Address) | Circuit Type | Minimum Service Term | MRC for Each Circuit* | NRC for Each Circuit |
|---|--------------|-----------------------------|-----------------------|----------------------|
| 126 E Alameda St Tucson, AZ 85701 NPA/NXX: 520/206 | GiGE | 12 Consecutive Months | \$4,360.00 | \$0.00 |
| 8545 E Broadway Blvd Tucson, AZ 85710 NPA/NXX: 206/223 | GiGE | 12 Consecutive Months | \$9761.00 | \$0.00 |
| 118 S 19 St Omaha, NE 68102 NPA/NXX: 402/220 | GiGE | 12 Consecutive Months | \$8709.00 | \$0.00 |
| 1119 N 90 th St Omaha, NE 68114 NPA/NXX: 402/391 | GiGE | 12 Consecutive Months | \$8709.00 | \$0.00 |

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

1.4 Amendment No. 22 additional pricing terms and conditions:

Customer will be eligible to receive special pricing for the Ethernet Local Access Services (as defined in Exhibit T), at the rate(s), conditions, circuit types, and locations set forth in the table immediately below (the "Specially Priced Circuits). The Specially Priced Circuits will not be eligible for any additional rebates, credits, promotions or discounts and will be provided subject to capacity and availability as determined by Qwest.

| Location (Customer Service Address) | Circuit Type | Minimum Service Term | MRC for Each Circuit | NRC for Each Circuit |
|---|--------------|----------------------------------|-------------------------|-------------------------|
| 364 Ferguson Dr Mountain View, CA 94043 650/968 1 st Floor Telco Room | GIGE | Sixty (60) Consecutive Months | \$5,192.00 | \$0.00 |

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

1.5 Amendment No. 22 additional pricing terms and conditions:

Customer will be eligible to receive special pricing for the Wavelength Local access Services (as defined in Exhibit T), at the rate(s), conditions, circuit types, and locations set forth in the table immediately below (the "Specially Priced Circuits. The Specially Priced Circuits will not be eligible for any additional rebates, credits, promotions or discounts and will be provided subject to capacity and availability as determined by Qwest.

| Location (Customer Service Address) | Circuit Type | Minimum Service Term | MRC for Each Circuit | NRC for Each Circuit |
|---|--------------|---------------------------------------|----------------------|----------------------|
| 910 15 th St 3 rd floor Denver, CO 80202 | GIGE | Thirty six (36) Consecutive Months | \$400.00 | \$0.00 |

1.6 Amendment No. 22 additional pricing terms and conditions:

Customer will be eligible to receive special pricing for the Cross-Connect (as defined in Exhibit T) component of their existing circuit, at the rate(s), conditions, circuit types, and locations set forth in the table immediately below (the "Specially Priced Circuits. The Specially Priced Circuits will not be eligible for any additional rebates, credits, promotions or discounts and will be provided subject to capacity and availability as determined by Qwest.

| Location (Customer Service Address) | Circuit Type | Minimum Service Term | MRC for Each Circuit | NRC for Each Circuit |
|---|--------------|----------------------------------|----------------------|----------------------|
| 9180 Commerce Center Cir. Littleton, CO 80129 303/791 Cyber Center Cross Connect | GIGE | Sixty (60) Consecutive Months | \$400.00 | \$0.00 |

**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 | \$23,000 | \$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 - 380 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 |

QC Amd 22 Exh IPE-2 Qwest IQ Networking Service Pricing - PREFERRED (2 4 10)

**EXHIBIT IPE-2 PREFERRED
QWEST IQ NETWORKING® SERVICE
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 – 50.000Mbps | \$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 | \$0 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.

**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 Agreement/Amendment No 22 Pricing Terms and Conditions. Customer will pay the following MRCs and installation NRCs for the QWave Private Line Service(s) as designated in the table(s) below.

On-Net to On-Net Metro QWave Private Line Service

| On-Net Location A | On-Net Location Z | Bandwidth | Initial Service Term | MRC for Each On-Net to On-Net Metro Circuit | Installation NRC for Each On-Net to On-Net Metro Circuit* |
|---|---|-----------|-----------------------------|---|---|
| 114 S. Willson Ave Bozeman, MT 59715 406/522 QCC FDP | 3011 2nd Ave N Billings, MT 59101 406/248 QCC FDP | 10GbE | 36 Consecutive Months | \$4050.00 | \$0.00 |
| 114 S. Willson Ave Bozeman, MT 59715 406/522 QCC FDP | 3011 2nd Ave N Billings, MT 59101 406/248 QCC FDP | 10GbE | 60 Consecutive Months | \$3000.00 | \$0.00 |
| 441 N. Park Ave Helena, MT 59601 406/449 QCC FDP | 2398 Coal Mine Rd Missoula, MT 59802 406/237 QCC FDP | 10GbE | 36 Consecutive Months | \$4050.00 | \$0.00 |
| 441 N. Park Ave Helena, MT 59601 406/449 QCC FDP | 2398 Coal Mine Rd Missoula, MT 59802 406/237 QCC FDP | 10GbE | 60 Consecutive Months | \$3000.00 | \$0.00 |
| 1912 Central Ave Cheyenne, WY 82001 307/635 QCC FDP | 103 N. Durbin St Casper, WY 82601 307/253 Telco Room | 10GbE | 36 Consecutive Months | \$4050.00 | \$0.00 |
| 1912 Central Ave Cheyenne, WY 82001 307/635 QCC FDP | 103 N. Durbin St Casper, WY 82601 307/253 Telco Room | 10GbE | 60 Consecutive Months | \$3000.00 | \$0.00 |

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

| | | | | | |
|--|--|-------|-----------------------------|-----------|--------|
| 114 S. Wilson Ave Bozeman, MT 59715 406/522 QCC FDP | 3011 2nd Ave N Billings, MT 59101 406/248 QCC FDP | 10GbE | 36 Consecutive Months | \$4050.00 | \$0.00 |
|--|--|-------|-----------------------------|-----------|--------|

*Qwest will waive the installation NRCs for the On-Net to On-Net Metro QWave Private Line Service(s) specifically set forth in the table immediately above ordered with an Initial Service Term of 36 consecutive months or greater ("Waived NRCs"). If any such On-Net to On-Net Metro QWave Private Line Service is Terminated by Customer without Cause, or by Qwest for Cause, prior to the expiration of its Initial Service Term, Customer agrees to pay Qwest the amount of any Waived NRCs, in addition to any other early termination liability due under the Agreement or Exhibit PL.

Long Haul QWave Private Line Service^{††}

| POP Location A | POP Location Z | Bandwidth | Initial Service Term | MRC for Each Long Haul Circuit | Installation NRC for Each Long Haul Circuit* |
|---|---|-----------|-----------------------------|--------------------------------|--|
| 400 Tijeras Ave NW Albuquerque, NM 87102 | 910 15 th St Denver, CO 80202 | 10GbE | 36 Consecutive Months | \$3226.00 | \$20,000.00 |

To obtain pricing in the table above, Long Haul QWave Private Line Service, Customer must order a minimum of three circuits.

^{††}Wavelength local access service or Ethernet local access service associated with Long Haul QWave Private Line Service is defined in, and subject to the terms and conditions of, Service Exhibit T.

*Qwest will waive the installation NRCs for the Long Haul QWave Private Line Service(s) specifically set forth in the table immediately above ordered with an Initial Service Term of 36 consecutive months or greater ("Waived NRCs"). If any such Long Haul QWave Private Line Service is Terminated by Customer without Cause, or by Qwest for Cause, prior to the expiration of its Initial Service Term, Customer agrees to pay Qwest the amount of any Waived NRCs, in addition to any other early termination liability due under the Agreement or Exhibit PL.

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.**

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

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.