

**AMENDMENT NO. 26 TO  
WHOLESALE SERVICES AGREEMENT**

THIS AMENDMENT NO. 26 (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"). 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.<sup>1</sup> New Services.** The service descriptions and related rate exhibits set forth in Exhibit(s) X-OCN1, X-OCN2a, X-OCN2b, X-OCN2c, X-OCN2d attached to this Amendment (the "New Services") shall be added to, and constitute a part of, the Agreement. The list of Service Exhibits in the "Applicable Services" portion of the Agreement shall be deemed revised by 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 day of Customer's next full monthly billing cycle following the Amendment Effective Date.

**2. Effective Date.** This Amendment shall be effective as of the date it is executed by the last Party to execute (the "Amendment Effective date ") and be deemed incorporated by reference into the Agreement; 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.

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

**4. Counterparts.** This Amendment No. 26 may be executed in one or more counterparts, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. This Amendment 26 shall become binding when one or more counterparts taken together shall have been executed and delivered by all Parties.

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

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

QWEST:	Customer:
QWEST COMMUNICATIONS COMPANY, LLC	Qwest Corporation

By: _____	By: _____
Warren Mickens	Name: Steven Swain
Vice President, Customer Service Operations	Title: Vice President - Finance
Date: _____	Date: _____

Offer Management Director: \_\_\_\_\_  
Date: 12/8/10  
*Signed on behalf of Brian Fisher - Director POM*

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QWEST COMMUNICATIONS COMPANY, LLC

By: 

Warren Mickens

Vice President, Customer Service Operations

Date: 12/09/10

Customer:

Qwest Corporation

By: \_\_\_\_\_

Name: Steven Swain

Title: Vice President - Finance

Date: \_\_\_\_\_

Offer Management Director: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

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QWEST COMMUNICATIONS COMPANY, LLC

By: \_\_\_\_\_

Warren Mickens

Vice President, Customer Service Operations

Date: \_\_\_\_\_

Offer Management Director: \_\_\_\_\_

Date: \_\_\_\_\_

Customer:

Qwest Corporation

By:  \_\_\_\_\_

Name: Steven Swain

Title: Vice President - Finance

Date: 12/15/10 \_\_\_\_\_

**SERVICE EXHIBIT X-OCN1**  
**QWEST EXPRESS® CARRIER 1+ TERMINATION – OCN BILLING SERVICE EXHIBIT**  
**WHOLESALE SERVICES AGREEMENT**

**1. QWEST EXPRESS® CARRIER 1+ TERMINATION – OCN BILLING SERVICE DESCRIPTION.**

1.1 Qwest will provide Qwest Express Carrier 1+ Termination – OCN Billing Service ("Service") pursuant to the terms and conditions of the Agreement and this Exhibit X-OCN1. 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 wholesale product for telecommunications carriers available for resale in which Qwest terminates Customer's voice traffic, including without limitation facsimile transmissions, delivered to Qwest over a Carrier DAL, to domestic, international, and extended-U.S. locations listed in Exhibit X-OCN2 (the "Rate Exhibit"). "Carrier DAL" means a dedicated circuit that is connected to a switching platform and has the ability to aggregate traffic from, or deliver traffic to, multiple end-users.

1.3 Domestic and extended-U.S. locations listed in the Rate Exhibit are defined herein collectively as "Domestic." "International" means those countries listed in the International section of the Rate Exhibit.

1.4 The Service may not be used for the origination of voice calls. Origination services are offered under origination-specific exhibits.

1.5 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. RATES.**

Domestic Rates.

2.1 Qwest will use terminating information in the call stream data (such as terminating Automated Number Identifier ("ANI") or called party number ("Termination Information") to determine the terminating Local Access and Transport Area ("LATA") and state. Qwest will also identify the operating company number ("OCN") of the terminating carrier. If the originating information (such as Jurisdiction Information Parameter ("JIP"), originating ANI or Calling Party Number ("CPN") is available ("Origination Information"), Qwest will use that data and the Termination Information to determine jurisdiction (interstate or intrastate), and will assign the applicable rate from the Rate Exhibit, which Rate Exhibit may be delivered to Customer separately from, and in a different form than, the Agreement, or the amendment thereto, of which it is a part. Domestic terminating interstate rates are per LATA per OCN. Domestic terminating intrastate rates are per state per LATA per OCN. If the Rate Exhibit lacks a rate for the appropriate LATA/OCN combination for the terminating call, Qwest will assign the applicable interstate or intrastate "Default Rate" stated in the Rate Exhibit.

2.2 If the Origination Information is not available, Qwest will consider the call of "Indeterminate Jurisdiction" and will use the geographical location of the switch to which the call is delivered to Qwest's facilities (the Point of Interconnection or "POI") as the originating state/ LATA, up to the Indeterminate Jurisdiction Threshold in the Rate Exhibit. The Indeterminate Jurisdiction Threshold is the maximum percentage of Service usage per LATA per Billing Cycle which may be delivered to Qwest as Indeterminate Jurisdiction and billed according to the POI for that Billing Cycle. All Indeterminate Jurisdiction calls in a given Billing Cycle exceeding the Indeterminate Jurisdiction Threshold will be billed the intrastate rates in the Rate Exhibit.

Qwest reserves the right to modify its approach to determining the jurisdiction of Indeterminate Jurisdiction calls, at its sole discretion, upon 30 days written notice to Customer, provided that any new approach is no less accurate than the POI approach described herein.

2.3 The Domestic Service rates in the Rate Exhibit are for full minutes and are billed in 6-second increments. The rates in the Rate Exhibit do not include discounts. Discounts, if any, are in Section 2.10.

If the percentage of Customer's completed calls equal to or less than 6 seconds in length (each, a "Short Duration Call") for any Billing Cycle (defined in Section 2.10) meets or exceeds the Short Call Percentage Threshold, Qwest may charge the additional Short Call Surcharge for each Short Duration Call during such Billing Cycle (excluding those Short Duration Calls under the Short Call Percentage Threshold). The Short Call Percentage Threshold and the Short Call Surcharge are stated in the Rate Exhibit. The Short Call Surcharge will be applied at the customer account level.

All Domestic rates, rate-classification criteria, thresholds, charges, surcharges, and discounts are subject to change by Qwest upon 30 calendar days written notice to Customer. If Customer does not comply with its obligations as set

**SERVICE EXHIBIT X-OCN1  
QWEST EXPRESS® CARRIER 1+ TERMINATION – OCN BILLING SERVICE EXHIBIT  
WHOLESALE SERVICES AGREEMENT**

forth in this Exhibit, Qwest may, in addition to any and all other remedies that Qwest may have under the Agreement, at law or in equity, change any and all Domestic rates, rate-classification criteria, thresholds, charges, surcharges, and discounts upon 10 calendar days written notice to Customer.

2.4 The Directory Assistance rates in the Rate Exhibit are categorized per Numbering Plan Area ("NPA"), and they are charged per call.

International Rates.

2.5 Qwest charges for International termination according to the maximum number of digits at the beginning of the dialed number, not including any appropriate dialed prefix (e.g., "011" for international or "1" for NPA), which match exactly the NPA or country codes, plus city/mobile area codes, specified in the Rate Exhibit. Service is subject to the availability of facilities to, and in, the country at issue. The International Service rates in the Rate Exhibit are for full minutes.

2.6 All International calls, other than calls to Mexico, will be billed a 30-second minimum, and thereafter, in 6-second increments (rounded to the next highest 1/10th of a minute per call). Calls to Mexico will be billed a 60-second minimum, and thereafter, in 60-second increments.

2.7 Qwest may increase International rates and charges, and eliminate or decrease discounts, upon at least 5 calendar days prior written notice. Qwest may decrease International rates and charges, and provide or increase discounts, immediately and without prior written notice, or as otherwise specified in writing.

Other Rate Terms.

2.8 Regulatory-related Rate Adjustments. 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 (c) the other terms and conditions contained in this Exhibit, to reflect the impact of, or to effect, such Regulatory Activity.

2.9 Bulk Standard Rounding. Qwest invoices for the Service to the full cent level; however, Qwest tracks call charges to the 4th decimal place. Qwest uses "Bulk Standard Rounding" to convert from the 4th decimal place to full cents. Bulk Standard Rounding rounds (a) up the amount billed for a call to the 2nd decimal place, if the 3rd and 4th decimal places of a call charge are equal to, or exceed, \$0.0050, and (b) down the amount billed for a call to the 2nd decimal place, if the 3rd and 4th decimal places of a call charge are less than \$0.0050. The difference between the billed charge and the actual call charge, negative or positive ("Difference"), is applied to the next call, and such call's actual charges plus the Difference are Bulk Standard Rounded in the same manner to determine the billed charge for such call. This process repeats for all calls.

2.10 Revenue Discounts. During each Billing Cycle in which Customer complies with the terms of this Exhibit, Customer will receive the discount set forth in the Revenue Discount Schedule in the Rate Exhibit which corresponds with the total Contributory Charges invoiced under the Agreement (and any other eligible separate Qwest wholesale services agreement) during that Billing Cycle. The applicable monthly discount will be applied against Customer's Domestic interstate Service use. "Billing Cycle" means the month-long period, not necessarily beginning on the first of the month, for which Qwest invoices Customer for Service.

2.11 Other Rates. Certain enhanced features and services are subject to additional charges, surcharges and fees as provided in the Ancillary Services sections of the Rate Exhibit.

**3. CUSTOMER OBLIGATIONS.**

3.1 Customer represents and warrants that:

(a) with respect to the Service, (i) it operates as either a facilities-based carrier or a switch-based reseller owning or leasing, and operating, call-switching equipment and transmission lines, (ii) calls using the Service are transmitted through such call-switching equipment and transmission lines prior to their delivery to Qwest, and (iii) such equipment is capable of providing originating call information (such as JIP, ANI or CPN);

(b) it will not suppress, alter or otherwise manipulate call detail to delete, obscure or change the Origination Information of any traffic delivered to Qwest;

**SERVICE EXHIBIT X-OCN1  
QWEST EXPRESS® CARRIER 1+ TERMINATION – OCN BILLING SERVICE EXHIBIT  
WHOLESALE SERVICES AGREEMENT**

(c) it requires its underlying carriers, to the extent it uses underlying carriers, to comply with all applicable laws and regulations relating to the routing and identification of voice traffic, including but not limited to the specific practices discussed herein;

(d) it does not make long distance traffic appear to be local traffic or local traffic appear to be long distance traffic, nor does it route domestic traffic to points outside of the United States in conflict with this policy; and

(e) it does not permit End Users to suppress, alter or otherwise manipulate call detail to delete, obscure or change the Origination Information of any traffic delivered to Qwest.

3.2 To assist in verifying Customer's compliance with this Section 3, and at Customer's expense, within 30 days of the receipt of Qwest's written request, Customer will provide to Qwest data relating to Customer's traffic (such as call detail records showing called number, call duration, the trunk group number(s) or access line number(s) over which the call is routed, the point at which the call enters Customer's network, and actual call origination locations) and such other information as may reasonably be requested by Qwest. Customer agrees that Qwest may, as needed, disclose to the LECs or other carriers who also carry Customer's traffic the following: (a) this Exhibit (excluding pricing tables); (b) any information provided by Customer to Qwest with respect to the jurisdiction of Customer's traffic; and (c) any other information as otherwise required by applicable law or tariff.

3.3 If Customer does not comply with its obligations as set forth in this Section 3, Qwest may, in addition to any and all other remedies that Qwest may have under the Agreement, at law or in equity, bill all calls at the intrastate rates in the Rate Exhibit.

4. **PAYPHONE COMPENSATION.** In the event that Customer delivers to Qwest any payphone-originated coinless calls for termination under this Exhibit ("Payphone Calls"), Customer is solely responsible for (a) paying payphone service providers for all such Payphone Calls, and (b) meeting all Payphone Compensation Rules (defined below) applicable to switch-based resellers regardless of whether Customer owns or operates a switch, including, without limitation, tracking, reporting, record-keeping, audit and certification requirements. Qwest assumes no liability for, and has no obligation with regard to, Customer's compliance, or lack thereof, with the Payphone Compensation Rules. "Payphone Compensation Rules" means the regulations, orders and other regulatory statements promulgated or issued by the FCC implementing 47 U.S.C. § 276 or interpreting rights thereunder.

5. **MEET POINTS.** Customer is responsible for all access and related costs of dedicated facilities to connect to Qwest's nearest applicable point of presence available at the time of Customer's request, subject to capacity at such site.

6. **MINIMUM FACILITY USAGE.** Following the first 3 Billing Cycles after connection of a circuit under this Exhibit, if Customer fails to use 100,000 minutes per DS-1, or its equivalent, on such circuit for Service and Qwest Express® Carrier 8XX Origination Service in any Billing Cycle ("Minimum Facility Usage Requirement"), Qwest may, within 6 months following such failure: (a) disconnect such circuit(s) providing Service upon 30 calendar days email notice; or (b) charge the Underutilization Surcharge in the Rate Exhibit for such Billing Cycle. Customer's failure to meet the Minimum Facility Usage Requirement is not considered Cause under the Agreement, and Qwest's remedies set forth herein are its exclusive remedies under this Section.

7. **NON-COMPLETED CALLS.** If the percentage of Customer's calls that do not complete (out of all attempted calls) meets or exceeds the Non-Completed Call Percentage Threshold for any given week, Qwest may: (a) upon 30 calendar days email notice, disconnect any and all circuit(s) providing Service on which the Non-Completed Call Percentage Threshold was exceeded; or (b) charge the Non-Completed Call Surcharge. The Non-Completed Call Percentage Threshold and the Non-Completed Call Surcharge are stated in the Rate Exhibit.

8. **TERMINATION.** Either Party may terminate this Exhibit, at its convenience, upon 60 calendar days prior written notice to the other Party.