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STATE OF WASH.
UTIL. AND TRAFFIC
COMMISSION



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

Mark S. Reynolds
Senior Director – Regulatory
Policy and Law

April 1, 2005

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

Attn: Kathy Folsom

RE: WAC 480-146-350 Affiliated Interest Agreement

Dear Ms. Washburn:

In accordance with WAC 480-146-350, Qwest Corporation is filing notification of the enclosed affiliated interest agreement between Qwest Corporation ("QC") and Qwest Communications Corporation ("QCC"). This is Amendment 2 to the Wholesale Services Agreement that QC originally filed under Docket No. UT-041379. Amendment 1 to this Agreement was filed on October 7, 2004.

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

Very truly yours,

A handwritten signature in cursive script that reads "Joyce McDonald".

for Mark Reynolds

Enclosure

**AMENDMENT NO. 2
TO
WHOLESALE SERVICES AGREEMENT**

THIS AMENDMENT NO. 2 (this "Amendment") is by and between **Qwest Communications Corporation** ("Qwest") and each customer identified on this Amendment on the signature page hereto (each "a Customer") (Qwest and each Customer are referred to separately as a "Party" and collectively as the "Parties") and amends the Wholesale Services Agreement between Customer and Qwest dated effective as of July 29, 2004, as may have been previously amended by amendment, addenda or rate change notification (the "Agreement"). All capitalized terms used herein which are not defined herein shall have the definitions ascribed to them in the Agreement. The Parties hereby agree to amend the Agreement as follows:

1. New Services. The service descriptions and related rate exhibits set forth in Exhibit S 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.

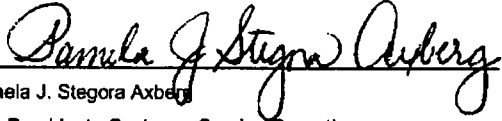
2. Effective Date. This Amendment shall be effective as of the date it is executed by the last Party to execute (the "Amendment Effective Date") and be deemed incorporated by reference into the Agreement; provided however, that if under applicable law, this Agreement or notice thereof must be filed with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


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

QWEST:

QWEST COMMUNICATIONS CORPORATION

By: 
Pamela J. Stegora Axberg
Vice President - Customer Service Operations

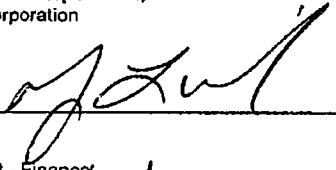
Date: 3/25/05

*Offer Management Director: 
Date: 2/23/05

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

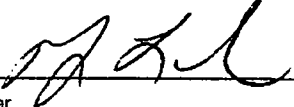
CUSTOMER:

Qwest Services Corporation,
A Colorado corporation

By: 
Rodney Miller
Vice President - Finance
Date: 3/22/05

CUSTOMER:

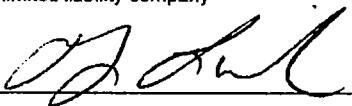
QWEST CORPORATION,
A Colorado corporation

By: 
Rodney Miller

Vice President - Finance
Date: 3/22/05

CUSTOMER:

Qwest Cyber Solutions, LLC,
A Delaware limited liability company

By: 
Rodney Miller
Vice President - Finance
Date: 3/22/05

**SERVICE EXHIBIT S
METRO PRIVATE LINE SERVICE EXHIBIT
WHOLESALE SERVICES AGREEMENT**

1. METRO PRIVATE LINE SERVICE DESCRIPTION.

1.1 Qwest will provide Metro Private Line Service ("Service") pursuant to the terms and conditions of the Agreement, and this Exhibit S. Except as set forth in this Exhibit S, capitalized terms shall have the definitions assigned to them in the Agreement.

1.2 The Service provides dedicated, point-to-point, private line connections between two (2) points of termination. The Service may be provisioned either solely on the Qwest operated domestic fiber optic network ("On-Net" Service) or on a combination of Qwest operated network facilities and network facilities operated by a third party provider ("Off-Net" Service). Customer shall designate the two (2) points of termination of the Service and the transmission rate of the Service in a Qwest Service order form as set forth in Section 4.1. The Service will include an entrance cable or drop wire to the point of termination where provision is made for termination of Qwest's outside distribution network facilities at a suitable location at a Customer designated premises and will be installed by Qwest to such point of termination. Each Service shall be deemed to extend to and include the equipment maintained by Qwest at the termination point of the local loop at the applicable service address ("Demarcation Point") but shall not include CPE, extended wiring, inside wiring or other equipment not maintained by Qwest at a service address. The Service has only one point of termination per Customer premises. Any additional terminations beyond such point of termination are the sole responsibility of Customer. Qwest shall utilize third-party network facilities only with Customer's written authorization. Customer shall be billed directly by Qwest for such Off-Net Services. Qwest will utilize the minimum term length available to Qwest from such third party unless otherwise instructed in writing by Customer. Customer warrants that at least ten percent (10%) of the voice or data traffic it will route over each Qwest Metro Private Line Service provided hereunder shall be interstate in nature (i.e., shall terminate in a state other than the state in which Qwest has provisioned the Metro Private Line Service).

1.3 The following ancillary services may be ordered from Qwest under separate service exhibits: Qwest Long-Haul Private Line, Qwest-provided local access services, connectivity to Customer provided local access and collocation. Customer must execute an Exhibit T (Local Access) with Qwest to be eligible to order Services under this Exhibit S.

1.4 If Customer requires Qwest to perform extended wiring services, Customer will be responsible for paying Qwest time and materials for all applicable extended wiring charges and non-recurring distance and termination charges incurred to extend the Demarcation Point past the building meet-me-point to the Customer's Demarcation Point. Extended wiring services will not extend past the Customer's Demarcation Point.

1.5 Multiplexing is offered by Qwest as an additional feature to On-Net Services offered hereunder. At Customer's request and where available, Qwest will multiplex lower level On-Net Service into a higher level On-Net Services or vice-versa for an additional charge. Qwest offers Service multiplexing only at a Qwest Point-Of-Presence (POP). Multiplexing of Local Access Services shall be provided pursuant to Exhibit T. Multiplexing of this Service shall be set forth in Section 3.4.

2. SERVICE TERM.

2.1 As used in this Exhibit S, "Service Term" for each Service shall mean the specified period of time for which a specific Service shall be provided by Qwest for Customer use as specified in the applicable Qwest accepted Service Order Form (defined) plus any month-to-month extension pursuant to Section 2.2. Each Service Term must be equal to or longer than twelve (12) consecutive months ("Minimum Service Term").

2.2 Upon expiration of the stated Service Term, Qwest shall continue to provide and Customer shall continue to pay for the Service on a month-to-month basis at the existing Service rates. Any month-to-month extension of the Service Term will continue until the earlier of: (i) termination of the month-to-month Service by either Party upon not less than thirty (30) days written notice; (ii) expiration or termination of the Agreement; or (iii) extension of the Service Term for a specific period of time pursuant to an Order Form or written amendment.

2.3 If the Agreement is terminated prior to the expiration of the Service Term for any Service for reason other than Cause (i.e. expiration of the Initial Term with either Party electing not to continue the Agreement Term on a month-to-month basis), such Service shall remain in operation through its applicable Service Term. In such event, this Exhibit S and the Agreement shall remain in full force and effect with respect to such Services so affected through the applicable Service Term unless earlier terminated by either Party for Cause in accordance with the Agreement. Nothing herein shall preclude either Party from terminating the Agreement and all Services for Cause pursuant to the terms and conditions of the Agreement, whether or not the applicable Service Term has expired for all Services.

3. SERVICE RATES.

3.1 Customer may request quotations for Service Monthly Recurring Charges ("MRCs") and Non-Recurring Charges ("NRCs") through Qwest's Q.Pricersm pricing quotation system. Q.Pricer will provide Customer with MRC and NRC rates and an associated quote identification number. Customer may order Service at the MRC and NRC rates provided by Q.Pricer by entering the quote identification number when submitting the Order Form via Qwest's Remote Controlsm order entry system. If Q.Pricer does not provide MRC and NRC rates for the request quotation such pricing will be provided to Customer by Qwest on an individual case basis and such pricing shall be incorporated in Exhibit S6. Additionally, any special rates or terms for specific Services shall also be incorporated in Exhibit S6.

**SERVICE EXHIBIT S
METRO PRIVATE LINE SERVICE EXHIBIT
WHOLESALE SERVICES AGREEMENT**

3.2 For Services not previously ordered by Customer and accepted by Qwest, Qwest may change the MRC and NRC rates in Q.pricer at any time. Additionally, Qwest may change the MRC and NRC rates for such Service after the expiration of the Minimum Service Term for any Service set forth on Exhibit S6.

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

3.4 Multiplexing Charges. (a) Regular Multiplexing – Regular Multiplexing may be available when Customer wishes to multiplex the Service (i) at a QPOP (as defined in Exhibit T) or (ii) at a Service Address (as defined in Exhibit T). The MRCs for such Regular Multiplexing are provided in Table 3.4(a) below:

Table 3.4(a) – Standard Multiplexing Rates*

	DS0	DS1	DS3	OC3	OC12	OC48
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	-

* Notes to Table 3.4(a):

- One MRC charge applied per end (A and/or Z location) multiplexed.
- The MRC is applied on the higher level circuit order.
- There is no Multiplexing NRC.

(b) Reverse Multiplexing - Reverse Multiplexing may be available at QPOPs and Service Addresses when Customer wishes to (i) multiplex a higher order Service ordered pursuant to this Exhibit S to a lower order Service ordered pursuant to Exhibit G or (ii) multiplex the Service ordered pursuant to this Exhibit S to provide multi-Service aggregation. The MRCs for such Reverse Multiplexing are provided in Table 3.4(b) below:

Table 3.4(b) – Reverse Multiplexing Rates**

	DS0	DS1	DS3	OC3	OC12	OC48
DS0	-	\$250	\$350	\$900	\$1,500	\$3,300
DS1	ICB	-	\$250	\$600	\$1,200	\$3,000
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	-

** Notes to Table 3.4(b):

- One MRC charge applied per higher order local loop order.
- There is no Multiplexing NRC

3.5 Expedite Order Charges. The expedite charge set forth below shall apply to each On-Net Service expedite request, pursuant to Section 4.3. Off-Net Service expedite charges will be on an ICB basis.

- DS-1 \$550.00 each
- DS-3 \$600.00 each
- OC-3 \$750.00 each
- OC-12 \$1500 each
- OC-48 priced ICB

4. SERVICE ORDERING.

4.1 Customer shall submit completed order forms for Service ("Order Forms") utilizing Qwest's Remote Control order entry system. Order Forms submitted via any other means may be rejected by Qwest. Customer shall request a target Service installation date on the submitted Order Form. Upon receipt of the submitted Order Form, Qwest shall verify that all necessary

**SERVICE EXHIBIT S
METRO PRIVATE LINE SERVICE EXHIBIT
WHOLESALE SERVICES AGREEMENT**

information has been provided by Customer and that Service is available. If Qwest determines that the submitted Order Form does not contain complete and accurate information necessary for Qwest to process the Service order (including, but not limited to, all necessary circuit engineering documentation and design layout records), Qwest shall notify Customer and Customer shall submit an updated Order Form.

4.2 Customer may request in a Service Order Form that, subject to the terms of Exhibit T, Qwest provide Local Access Services (as defined in Exhibit T). All Local Access Services shall be governed by the terms and conditions of Exhibit T.

4.3 If Customer submits a valid Service Order Form for On-Net Service and the Customer targeted installation date is within Qwest's standard provisioning intervals, then Qwest shall, within two (2) business days, provide Customer a date upon which Qwest will install the Service and make it available for testing and/or use (the "On-Net Commit Due Date"). If Customer submits a valid Service Order Form for On-Net Service but its targeted installation date is requested more quickly than Qwest's standard provisioning intervals, Customer may request that Qwest expedite the Service Order Form. In such event, Customer and Qwest will mutually agree to an acceptable Customer Commit Due Date and Expedite Charges set forth in Section 3.5 will apply to the Customer Service order.

4.4 If Customer submits a valid Service Order Form for Off-Net Service, Customer must provide Qwest an acceptable Letter of Authorization (LOA) before Qwest can provide Customer a date upon which Qwest will install the Service and make it available for testing and/or use (the "Off-Net Commit Due Date").

4.5 On-Net Commit Due Date and Off-Net Commit Due Date shall collectively be referred to as Customer Commit Due Date.

4.6 Qwest shall use its reasonable efforts to install each ordered Service on or before the Customer Commit Due Date; however, the inability of Qwest to deliver the Service by such date shall not constitute a default giving rise to Cause under this Exhibit or the Agreement. Customer may terminate an Order Form accepted by Qwest without liability if Qwest fails to make the Service available for testing by the 31st day after the Customer Commit Due Date and Customer terminates the effected Service within five (5) days thereof. The right to terminate the order for the delayed Service is the Customer's sole and exclusive remedy for Qwest's failure to meet the Customer Commit Due Date. Qwest's targeted installation date for ICB Services and any applicable termination right for Qwest's failure to make any such non-standard ICB Service available by such targeted delivery date shall be mutually agreed in writing between Qwest and Customer. Qwest may change pricing and/or the Customer Commit Due Date if Customer requests changes after Qwest's acceptance of an Order Form.

5. SERVICE DELIVERY: ACCEPTANCE.

5.1 Qwest shall provide Customer notice that a Service is ready for Customer's acceptance by delivering to Customer a service acceptance letter ("Service Acceptance Letter"). Customer shall be deemed to have accepted the Service on the Start of Service Date. As used herein, the "Start of Service Date" shall be the earliest to occur of: (i) the date that Customer places live traffic on the Service; or (ii) if Customer fails to give Qwest written notice that the Service is in material non-compliance with the Service specifications in Section 9 below within five (5) business days after Qwest sends Customer the Service Acceptance Letter, then the fifth (5th) business day after Qwest sent the Service Acceptance Letter. Following notice by Customer of material non-compliance with the acceptance criteria in Section 9.3, Qwest shall take such reasonable action as is necessary to correct any such non-compliance and shall notify Customer that the Service is ready for acceptance, thereby restarting the process described in this Section 5.1.

6. CUSTOMER OBLIGATIONS: PAYMENT.

6.1 Qwest shall invoice Customer all Service MRCs in advance and all Service NRCs in arrears in accordance with this Exhibit S and if applicable, Exhibit S6. Billing for a particular Service will begin on the Start of Service Date for that Service. If the Start of Service Date for any Service falls on any day other than the first day of the month, the first invoice to Customer shall consist of: (i) the pro-rata portion of the applicable MRC covering the period from the Start of Service Date to the first day of the subsequent month; and (ii) the MRC for the following month.

6.2 Customer shall be responsible for payment of all MRCs, NRCs and other charges for Services regardless of whether or not the associated Local Access Services are provided by Qwest, ordered on behalf of Customer or obtained directly by Customer as CPA. If Customer obtains CPA or any party other than Qwest provides Local Access Services, then unavailability, incompatibility, delay in installation, or other impairment of such non-Qwest provided local access or CPA shall not excuse Customer's obligation to pay Qwest all rates and charges applicable to the Services, regardless of whether such Services are being used by Customer. If Qwest provides Local Access Services on the Qwest Domestic Network in conjunction with Services provided hereunder and such Local Access Services are delayed beyond the date upon which Qwest provides Customer notice of the Service availability for use or testing, the Start of Service Date shall be delayed until the Local Access Service(s) is available to Customer (at which time billing will begin for the Services).

7. SERVICE ORDER CANCELLATION.

7.1 If Customer cancels an Order Form prior to acceptance of the Order Form then Customer may cancel the Order Form without liability. Customer may cancel a submitted Order Form by providing Qwest with written notice of such cancellation.

7.2 If Customer cancels an accepted Order Form before a Service Acceptance Letter has been delivered (in accordance with Section 5.1), Customer will be responsible for all applicable charges, including but not limited to cancellation charges and any Off-

**SERVICE EXHIBIT S
METRO PRIVATE LINE SERVICE EXHIBIT
WHOLESALE SERVICES AGREEMENT**

Net early termination liability charges for third party services ordered by Qwest on behalf of Customer. In addition, Customer will be charged the following order cancellation charge for each cancelled Order Form:

- Up to and including DS-1 Service: \$ 250.00/service
- DS-3 Service \$ 750.00/service
- OC-n Service \$1,000.00/service

7.3 If Customer cancels an accepted Order Form after a Service Acceptance Letter has been delivered (in accordance with Section 5.1), Customer shall pay to Qwest an amount equal to all rates, fees and charges which accrue under this Service Exhibit, plus: (i) One hundred percent (100%) of the MRC for the remaining unused months through the first twelve (12) months of the Service Term, plus (ii) Thirty-five percent (35%) of the MRC for the remaining months beyond the originally scheduled Service Term, plus (iii) One hundred percent (100%) of any Service NRCs that were previously waived by Qwest for each cancelled Order Form ("Termination Liability Charges"). Customer must pay the Termination Liability Charges prior to the expiration of the full Service Term.

7.4 Notwithstanding Section 7.3, if Customer cancels an accepted Order Form after a Service Acceptance Letter has been delivered (in accordance with Section 5.1) because Qwest failed to materially comply with Section 5.1, then Customer may cancel such Order Form without any Termination Liability Charges.

8. SERVICE TERMINATION.

8.1 Customer may terminate an accepted Service prior to expiration of the full Service Term by providing Qwest with thirty (30) calendar days advance written notice of such termination. Upon receipt by Qwest of a written request to disconnect an installed Service prior to the end of the applicable Service Term, Qwest shall 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 Charges, if any, then due and payable. Billing for Service terminated under this Section 8.1 shall cease thirty (30) calendar days from Qwest's receipt of the termination.

8.2 Customer acknowledges that the MRCs, NRCs and other charges for the Services are based on the commitment of Customer to utilize the Services for a specified minimum period of time (the Service Term). As a result, if Customer terminates an accepted Service, this Exhibit S or the Agreement for reasons other than for Cause, or Qwest terminates any of the foregoing for Cause, Customer shall pay to Qwest the Termination Liability Charge for each terminated Service, which shall be at once due and payable by Customer regardless of whether or not the Service Term has expired and may be collected by Qwest from Customer as a single amount. Nothing herein relieves Customer from its obligations in Exhibit T with respect to CPA termination and the written DFOC notification requirement.

8.3 Qwest and Customer agree that Qwest's damages in the event of Service termination shall be difficult or impossible to determine. Qwest and Customer therefore agree that this Section 8 is intended, therefore, to establish damages in the event of termination and the associated termination charges are not intended as a penalty.

9. SERVICE SPECIFICATIONS.

Service is provided in accordance with the following technical specifications ("Specifications").

9.1 The Customer interconnection point of DS-1 & DS-3 signals at the Qwest location (referred to herein as the "Qwest network interface") will be at an industry standard DSX-1 & DSX-3 digital cross-connect panel. The DS-1 & DS-3 signals terminating at the Qwest digital cross-connect panels will meet the electrical specifications as defined in AT&T Compatibility Bulletin (CB) No. 119, Issue 3, October, 1979. The Qwest Domestic Network will be compatible with the Bell System hierarchical clock synchronization methods and stratum levels as described in Bellcore Technical Advisory (GR436-Core). Customer equipment must also meet the interconnect specifications listed above and shall comply with the jitter requirements of AT&T Technical Reference PUB 63411.

9.2 Table 9.2 below sets forth Qwest's general performance objective for On-Net Service based upon the Bellcore specifications for SONET delivery of DS1, DS3, OC-3, OC-12, OC-48, OC-3c, OC-12c, and OC-48c level Service. If the DS1, DS3, OC-3, OC-12, OC-48, OC-3c, OC-12c, or OC-48c level On-Net Service is delivered at the STS-1 level, the general performance objectives follow industry standard.

TABLE 9.2

Circuits	EFS	BER
DS1	99.99%	10 ⁻¹²
DS3-OC48	99.99%	10 ⁻¹⁵

9.3 The acceptance criteria for DS1, DS3, OC-3, OC-12, OC-48, OC-3c, OC-12c, and OC-48c circuits between Qwest Network Interface points shall satisfy the performance objectives in Table 9.2 above during a twenty-four (24) hour test period or until mutually accepted. If no errors are observed during the first 15 minutes of the test, the Service is acceptable. Access connections to Customer locations will be tested in accordance with Bell Publication 62508.

**SERVICE EXHIBIT S
METRO PRIVATE LINE SERVICE EXHIBIT
WHOLESALE SERVICES AGREEMENT**

9.4 Qwest's mean time to repair objectives are (i) 4 hours for SONET equipment; (ii) 12 hours for fiber optic cable (per Bellcore Standard). Qwest's cable cut rate objective is 4.39 cable cuts /year/1,000 sheath miles (per Bellcore Standard).

10. SERVICE LEVEL AGREEMENT (SLA): OUTAGES.

10.1 The Service Level Agreement contained in this Section 10 applies as of a Service's Start of Service Date.

10.2 Customer acknowledges the possibility of an interruption that results in the total disruption of Service which, subject to the restrictions and exclusion in Section 10.8 below, constitutes an "Outage". If a Service experiences an Outage ("Affected Service"), Customer may be entitled to an "Outage Credit" based upon the amount of Outage time experienced by the Affected Service during the calendar month at issue. The Outage Credit amount is calculated by determining the percentage of time (calculated in 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 Table 10.2A below. The amount of the Outage Credit shall be the Outage Credit percentage in Table 10.2A multiplied by Customer's MRCs for the Affected Service (after application of any credits or discounts ("Eligible Service MRCs")).

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

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

**TABLE 10.2A
SLAs AND OUTAGE CREDIT PERCENTAGES – ON-NET SERVICES**

Service Availability Percentage	Outage Time	Outage Credit Percentage
100.00%		0%
99.998%	99.99% = 4 min	10%
99.98%	99.9% = 43 min	25%
99.89%	99.5% = 216 min	50%
99.49%	Below	100%

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

10.3 To receive an Outage Credit under this SLA, Customer must: (i) enter a trouble ticket at the time of the Outage by contacting the Wholesale Network Support ("WNS") 1-866-874-6790 (or any other number provided by Qwest to Customer), (ii) be current in its payment obligations under the Agreement, and (iii) request reimbursement for Outage credits hereunder and submit all necessary supporting documentation within thirty (30) calendar days of the conclusion of the calendar month in which the requisite Outage occurred. If Customer fails to comply with the conditions set forth in this Section 10, Customer shall have waived its right to such Outage Credits for Outages in such month.

10.4 Customer's written request for Outage Credits shall be submitted, within thirty (30) calendar days of the end of the calendar month in which the Outage occurs, to Qwest at: Qwest Communications Corporation, ATTN: Qwest Wholesale Receivables, 500 East 84th Avenue, Unit D, Thornton, Colorado 80229. The written request notice shall include: (i) Customer's name; (ii) the circuit identification number for the Affected Service; (iii) the trouble ticket number issued by WNS; and (iv) the duration of the Outage. Outage Credits for any calendar month must exceed twenty-five dollars (\$25.00) per Affected Service to be processed. In no case shall Qwest provide credit to Customer for an Affected Service that exceeds the monthly recurring charge.

10.5 All approved Outage Credits shall be credited on the monthly invoice for the affected Service following Qwest's approval of the Outage Credit. The total of all Outage Credits applicable to, or accruing in, any given month shall not exceed the amount payable by Customer to Qwest for that same month for such Service.

**SERVICE EXHIBIT S
METRO PRIVATE LINE SERVICE EXHIBIT
WHOLESALE SERVICES AGREEMENT**

10.6 The Outage Credits described herein shall be the sole and exclusive remedy of Customer in the event of any Outage or other disruption of Service, and under no circumstance shall either be deemed a default giving rise to Cause under this Exhibit. No other service or performance guarantees or credits shall apply to the Services.

10.7 [Reserved for Future Use]

10.8 An Outage shall not be deemed to have occurred in the event that the Service is unavailable or impaired due to any of the following:

- (i) Interruptions on a Service for which the Start of Service Date has not yet commenced;
- (ii) 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;
- (iii) Interruptions due to power failure at Customer premises, or the failure or poor performance of CPE;
- (iv) 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;
- (v) Interruptions during any period that Qwest has communicated to Customer in any other manner that the Service will be unavailable for Normal Maintenance or grooming purposes, or Customer has released the Service to Qwest for the installation of a customer Service order;
- (vi) 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;
- (vii) Interruptions resulting from Force Majeure;
- (viii) Interruptions resulting from Customer's use of Service in an unauthorized or unlawful manner;
- (ix) Interruptions resulting from a Qwest disconnect for Cause;
- (x) Interruptions resulting from incorrect, incomplete or inaccurate Service orders from Customer (including without limitation Customer's over subscription of circuits);
- (xi) Interruptions due to improper or inaccurate network specifications provided by Customer;
- (xii) Interruptions resulting from a failure of a carrier other than Qwest providing Local Access Services, including CPA;
- (xiii) 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;
- (xiv) Qwest's inability to deliver Service by the Customer Commit Due Date.

11.0 SERVICE MAINTENANCE.

11.1 Qwest will endeavor to perform all non-emergency Normal Maintenance (defined below) during pre-established maintenance hours (windows). "Normal Maintenance" refers to: (i) upgrades of hardware or software; (ii) upgrades to increase capacity; or (iii) 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 on Sundays, Tuesdays and/or Thursdays between the hours of 12:00 midnight and 6:00 AM Local Time. "Local Time" refers to the time of day in the time zone in which an affected Service is located; provided, however, that if affected Services are located in multiple time zones, Local Time shall refer to Eastern Time. Qwest may change the designated maintenance windows upon notice (via email or any other notice).

11.2 "Urgent Maintenance" shall refer to efforts to correct Qwest Domestic Network conditions which 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 shall endeavor to provide Customer notice of Urgent Maintenance as soon as is reasonably practicable under the circumstances.