



CenturyLink™

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November 14, 2011

Advice No. C31-2011

The Honorable Susan Ackerman and John Savage, Commissioners  
Oregon Public Utility Commission  
P. O. Box 2148  
Salem, Oregon 97308-2148

Attention: Vikie Bailey-Goggins, Administrator,  
Tariffs and Data Analysis

Dear Commissioners Ackerman and Savage:

Pursuant to ORS 759.250, Qwest, d/b/a CenturyLink QC is filing notification of a multi-state Special Contract for Primary Rate Service (PRS) and Single Line ISDN. The Special Agreement includes interstate services as well as regulated services like Qwest® Line Volume Plan (QLVP) that are being offered at standard tariffed rates. This agreement was signed September 1, 2011.


Qwest believes this service is competitive and that the Special Contract pricing is in accordance with the provisions of ORS 759.250. Supporting documentation is attached.

Due to the competitive nature of this Special Contract, the information provided in Attachment C contains commercially valuable information and/or trade secrets and is submitted to Staff in confidence pursuant to ORS 192.501 and ORS 192.502. We understand that you will notify us prior to release of any such information in sufficient time to seek a protective order from the Commission or to otherwise preserve its confidentiality.

We enclose one complete copy of the contract which contains confidential information for Staff review. As provided by the provisions of ORS 759.250(6), Qwest requests this information not be publicly disclosed. Confidential information has been removed from the additional copies included in this filing for public disclosure.

Please direct any questions or concerns regarding this filing to me.

Yours very truly,

By 

Attachments

**ISDN PRS AND SINGLE LINE ISDN**  
CONTRACT NO. Q565906  
CONTRACT SUMMARY

**Type Of Agreement:** New Request:  X  Renewal:  \_\_\_  Addition:  \_\_\_

**Term Of Agreement:** The term of the contract is 24 months

**Effective Date:** September 1, 2011

**ISDN PRIMARY RATE SERVICE (PRS)**

**Service Description:**

ISDN Primary Rate Service (PRS) is a digital four-wire full duplex transmission path between ISDN-compatible Customer Premises Equipment (CPE) and an ISDN-equipped central office.

**Description of Offer:**

Provides a term and volume discount in Oregon for the business services noted above.

**Unit Price:**

<b>Service:</b>	<b>ISDN Primary Rate</b>
Number of Arrangements:	4
Monthly Unit Price:	\$1,940.00

**SINGLE LINE ISDN**

**Service Description:**

Single Line ISDN Service is a business service and is compatible with National ISDN. Single Line Service includes circuit-switched voice, circuit-switched data and packet functionality.

**Description of Offer:**

Provides a term and volume discount in Oregon for the business services noted above.

**Unit Price:**

<b>Service:</b>	<b>Single line ISDN Rate</b>
Number of Arrangements:	6
Monthly Unit Price:	\$53.94

**ISDN PRS AND SINGLE LINE ISDN**  
CONTRACT NO. Q565906  
CONTRACT SUMMARY

I. CONTRACT ANALYSIS

- a. Please provide the rationale and justification for creating a special class of service. The rationale must include a discussion as to why no previously approved class of service (contract or tariff) is acceptable to the Customer for whom the utility proposes a special class of service. Determination of a special class of service must be based on the following:

The quantity of service used, the time when used, the purpose for which used, the existence of price competition or a service alternative, the services being provided, the conditions of service, or any other reasonable consideration.

Answer:

Current tariffs for services included in the contract do not provide pricing recognizing this customer's volume of service and commitment to retain service across Qwest's territory. The total volume of facilities being ordered by the customer justifies going beyond the standard terms offered in the tariff for similar services. Competitive alternatives such as resale of Qwest service are available to customers.

- b. The number of similarly situated Customers who should receive the same terms and conditions. Also, include the number of billing units for those Customers.

Answer:

All similarly situated customers should receive the same terms and conditions.

- c. If there are other similarly situated Customers who should not receive the same terms and conditions, explain the differences between those Customers and the special contract Customer.

Answer:

Not applicable; all similarly situated customers should receive the same offer.

- d. Summarize termination clause in the contract that protects Qwest if the customer stops the service early and Qwest does not recover initial costs.

Answer:

Termination Liability language relating to this Agreement is included in Section 3.2, of the ISDN PRS ICB Rate Plan Service Exhibit and Section 7 of the Single Line ISDN ICB Volume Discount Plan Service Exhibit.

**ISDN PRS AND SINGLE LINE ISDN**  
CONTRACT NO. Q565906  
CONTRACT SUMMARY

e. Was there a Request for Proposal? Please describe.

Answer:

No. There was no Request for Proposal.

f. Are there competitive alternatives? If yes, who are the competitive providers and what services do they offer?

Answer:

Yes. Almost all Competitive Local Exchange Companies offer this common business service.

**QWEST CORPORATION ADMINISTRATIVE RETAIL SERVICES AGREEMENT**

This Qwest Corporation Administrative Retail Services Agreement is between [REDACTED] ("Customer") and Qwest Corporation, ("Qwest" or "QC") and is effective on the date Qwest signs it ("Effective Date"). Capitalized terms in the Agreement are defined where they appear or in the Definitions Section. Customer's current address, facsimile number, and person designated for notices are:

[REDACTED]  
 [REDACTED]  
 By: [REDACTED]  
 Name: [REDACTED]  
 Title: [REDACTED]  
 Date: [REDACTED]

**QWEST CORPORATION**

By: *Kevin Eros*  
 Name: Kevin Eros  
 Title: Director of Offer Management  
 Date: 9/1/2011

**SERVICES**

Qwest will provide, and Customer will purchase, the Qwest services ("Services") listed below and described in any applicable service description and/or rate schedule attached hereto as an exhibit ("Service Exhibit").

- **QWEST ISDN PRS, AND/OR DSS AND/OR UAS INDIVIDUAL CASE BASIS ("ICB") SERVICE EXHIBIT**
- **QWEST SINGLE LINE ISDN SERVICE INDIVIDUAL CASE BASIS ("ICB") VOLUME DISCOUNT PLAN INTRASTATE**
- **QWEST LINE VOLUME INDIVIDUAL CASE BASIS SERVICE EXHIBIT**
- **QWEST INTERSTATE PRIVATE LINE TRANSPORT SERVICES F.C.C. NO.1 PRICING FLEXIBILITY SERVICE EXHIBIT FOR DS1**
- **QWEST INTERSTATE PRIVATE LINE TRANSPORT SERVICES F.C.C. NO.1 PRICING FLEXIBILITY SERVICE EXHIBIT FOR DS3**
- **QWEST INTERSTATE PRIVATE LINE TRANSPORT SERVICES PRICING PLAN FOR DS1**

Any Qwest tariff, price list, price schedule, administrative guideline, catalog, and other rate and term schedules (hereinafter, whether individually or together, "Tariff") applicable to the Service is incorporated into the Agreement by reference and made a part of the Agreement. Other than the ICB Terms in this Agreement the Service will be governed by: (a) the Tariff applicable to the Service; and (b) to the extent a comparable Tariff term or condition does not apply to the Service, the terms and conditions set forth in this Agreement. Qwest reserves the right to amend, change, withdraw, or file additional Tariffs in its sole discretion, with such updated Tariffs effective upon posting or upon fulfillment of any necessary regulatory requirements. In the event of a conflict in any term or condition of any documents that govern the provision of the Service hereunder, the following order of precedence will apply in descending order of control: the ICB terms, the Tariff, this Agreement, and Qwest records.

**I. Intrastate Services.**

Each intrastate Service will be governed by: (a) the Tariff applicable to that Service; and (b) to the extent a comparable Tariff term or condition does not apply to the Service, the Site Agreement, Service Exhibit and the general terms and conditions set forth in this Administrative Retail Services Agreement applicable to that Service. The Tariff, Site Agreement, Service Exhibit, and general terms and conditions in this Administrative Retail Services Agreement applicable to a particular intrastate Service are referred to herein as the "Agreement" for that intrastate Service. In the event of a conflict in any term or condition of any documents that govern the provision of intrastate Services hereunder, the following order of precedence will apply in descending order of control: the Tariff, a Site Agreement, a Service Exhibit, the general terms and conditions in this Administrative Retail Services Agreement, and Qwest records.

**II. Interstate Services.**

Each interstate Service will be governed by the F.C.C. Access Tariff No. 1 as described herein and in the Service Exhibit applicable to that Service. The Tariff and Service Exhibit applicable to a particular interstate Service are referred to herein as the "Agreement" for that interstate Service. In the event of a conflict in any term or condition of any documents that govern the provision of interstate Services hereunder, the following order of precedence will apply in descending order of control: the Tariff, a Service Exhibit, and Qwest records.

**TERM**

Each Agreement for a Service will have its own term as defined in the applicable Tariff, Site Agreement, or Service Exhibit. The term of this Administrative Retail Service Agreement will begin on the Effective Date and unless terminated or superseded, will remain in effect so long as a Service is in effect under an Agreement.

**QWEST CORPORATION ADMINISTRATIVE RETAIL SERVICES AGREEMENT**

**DISPUTE RESOLUTION; GOVERNING LAW**

**Governing Law; Forum.** This Agreement will be governed by the laws of the state of Colorado, except with regard to matters which are within the exclusive jurisdiction of the state or federal regulatory agency. Those matters alone will be governed by the laws of the appropriate jurisdiction. Any legal proceeding arising out of, or relating to this Agreement, will be brought in a United States District Court, or absent federal court jurisdiction, in a state court of competent jurisdiction, in the location of the party to this Agreement not initiating the action, as indicated in the Notices section. Notwithstanding the foregoing, Qwest may initiate proceedings in Denver, Colorado to collect undisputed amounts billed. This provision is not intended to deprive a small claims court or state agency of lawful jurisdiction that would otherwise exist over a claim or controversy between the parties.

**Waiver of Jury Trial and Class Action.** Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a trial by jury and any right to pursue any claim or action arising out of or relating to this Agreement on a class or consolidated basis or in a representative capacity.

**FILING CONCURRENCE**

Qwest may be required to submit this Agreement and any subsequent addenda for Service to certain regulatory agencies for approval because the rates and some terms in this Agreement are being offered on an individual case basis ("ICB"). The service specific rates, and termination liability and the terms and conditions in the QC ISDN, PRS AND/OR DSS, AND/OR UAS and QC Line Volume Individual Case Basis Service Exhibits of this Agreement require filing with or approval by regulatory agencies ("ICB Terms"). Although the general terms and conditions of this Agreement are effective on the Effective Date, the ICB Terms will not become effective for a given jurisdiction until the filing and approval requirements for that jurisdiction are fulfilled. Service will be offered in accordance with the applicable Tariff until the ICB Terms become effective. If Customer receives reduced pricing under the Agreement and a regulatory agency later invalidates the ICB Terms after they had become effective, Customer will pay to Qwest any difference in the amounts listed in the applicable Tariff for the Service and the amounts Customer was charged for the Service. When approved by the regulatory agencies, Customer may add additional quantities of Services pursuant to the Service Changes Section under the same terms and conditions with no further filing required. In the event a regulatory agency does not approve the Agreement, the parties will enter into good faith negotiations to mutually resolve the failure to receive the necessary approval. The Agreement for a particular Service remains in full force and effect for Service in all other jurisdictions.

**QWEST CORPORATION ADMINISTRATIVE RETAIL SERVICES AGREEMENT****GENERAL TERMS AND CONDITIONS**

The following general terms and conditions apply to intrastate Service only to the extent a comparable Tariff term or condition does not apply to the Service. The following general terms and conditions do not apply to interstate Service.

**1. Services.** The Service description, monthly recurring charges ("MRCs"), nonrecurring charges ("NRCs"), out-of-service credits, minimum service term, termination charges, and any other Service-specific information are set forth in each Service Exhibit. Qwest will provide Service up to the Standard Network Interface ("SNI") at Customer's premises. The SNI is that location where Qwest's protected network facilities end and Customer's inside wire or network begins.

**2. Payment.** Customer must pay Qwest all charges by the payment due date on the invoice. Any amount not paid when due will be subject to a late charge as specified by the Tariff, or if there is no such late charge specified in the Tariff, the amount due will be subject to late interest at the lesser of the rate of 1½% per month or the highest rate permitted by applicable law. Customer must also pay Qwest any applicable Taxes assessed in connection with Customer's Services. Qwest may reasonably modify the payment terms or require other assurance of payment based on Customer's payment history or a material and adverse change in Customer's financial condition. Customer must not remit payment for the Services by funds obtained through the American Recovery and Reinvestment Act (or ARRA) or other similar stimulus grants or loans that would obligate Qwest to provide certain information or perform certain functions unless those functions and obligations are specifically included and agreed to by the parties elsewhere in this Agreement or in an amendment to this Agreement.

**3. Disclaimer of Warranties.** THE SERVICES ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY QWEST, ITS AFFILIATES, AGENTS, OR CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES WILL CREATE ANY WARRANTY. CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICES.

**4. Limitation of Liability.** NEITHER PARTY, ITS AFFILIATES, AGENTS, OR CONTRACTORS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, RELIANCE, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR FOR ANY LOST PROFITS OR REVENUES OR LOST DATA OR COSTS OF COVER RELATING TO THE SERVICES OR THE AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED. WITH REGARD TO ANY SERVICE RELATED CLAIM BY CUSTOMER FOR DAMAGES THAT IS NOT LIMITED BY THE PRECEDING SENTENCE, CUSTOMER'S EXCLUSIVE REMEDIES FOR SUCH CLAIM WILL BE LIMITED TO THE SPECIFIC SERVICE'S OUT-OF-SERVICE CREDITS, IF ANY. Notwithstanding the foregoing, the limitation of liability in this Section will not apply to: (a) a party's indemnification obligations; and (b) Customer's payment obligation for all charges under the Agreement, including without limitation, Service charges, Taxes, interest, and termination or cancellation charges.

**5. Personal Injury, Death, and Property Damage.** Each party will be responsible for the actual, physical damages it directly causes to the other party in the course of its performance under the Agreement, limited to damages resulting from personal injury or death to a party's employees and loss or damage to a party's personal tangible property arising from the negligent acts or omissions of the liable party; PROVIDED, HOWEVER, THAT NEITHER PARTY, ITS AFFILIATES, AGENTS, OR CONTRACTORS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, RELIANCE, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR FOR ANY LOST PROFITS OR REVENUES OR LOST DATA OR COSTS OF COVER.

**6. Indemnification.** Customer will defend and indemnify Qwest, its Affiliates, agents, and contractors against all third party claims, liabilities, costs, and expenses, including reasonable attorneys' fees, arising from or related to the use, modification, or resale of the Services by Customer or End Users.

**7. Confidentiality; Publicity.** Neither party will, without the prior written consent of the other party: (a) issue any public announcement regarding, or make any other disclosure of the terms of, the Agreement or use the name or marks of the other party or its Affiliates; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, the Agreement) the Confidential Information of the other party. Such consent may only be given on behalf of Qwest by its Legal Department. A party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under the Agreement, provided that the disclosing party gives the non-disclosing party reasonable prior written notice.

**8. Notices.** Except as otherwise provided herein, all required notices must be in writing and sent to Qwest at 1801 California Street, Suite 900, Denver, Colorado 80202; Facsimile #: (888) 778-0054; Attn.: Legal Department, and to Customer at its then current address as reflected in Qwest's records; Attn.: General Counsel or other person designated for notices. Except as otherwise provided herein, all notices will be deemed given: (a) when delivered in person to the recipient named above; (b) three business days after delivered via regular U.S. Mail; (c) when delivered via overnight courier mail; or (d) when delivered by facsimile so long as duplicate notification is also sent in the manner set forth in subsection (b).

**9. CPNI.** Qwest will have access to certain CPNI. Under federal law, Customer has a right to, and Qwest has a duty to protect, the confidentiality of CPNI. CPNI may be useful to tailor services to Customer and to enhance Qwest's ability to meet Customer's needs. Customer expressly authorizes Qwest, its Affiliates, or its sales representatives to use CPNI to determine if Customer could benefit

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from other services offered by Qwest and its Affiliates, and market them to Customer. Customer may withdraw its authorization at any time by informing Qwest in writing. Any such withdrawal will not affect the quality of Service provided hereunder.

**10. Clauses for QC RSS No. 1 Services.** The clauses in this section apply only to the QC Service Exhibits stating that service is offered out of QC RSS No. 1.

**10.1 Jurisdiction.** Customer understands that Service is an interstate telecommunications service, as defined by Federal Communications Commission regulations and represents that during the Term, more than 10% of its usage will be interstate usage.

**10.2 Construction and Funding Approval.** Qwest may assess separate Construction charges if facilities are not available to meet an order for Service and Qwest constructs facilities under one or more of the following circumstances: (a) if the amount of Customer's expected payments over the term of the Agreement does not exceed Qwest's calculated cost of providing the Service plus its expected rate of return; (b) Customer requests that Service be furnished using a type of facility, or via a route that Qwest would not normally utilize in providing the requested Service; (c) more facilities are requested than would normally be required to satisfy an order; and (d) Customer requests that Construction be expedited, resulting in added cost to Qwest. Service provided under this Agreement is subject to Funding approval and that approval will be evidenced in the Funding Concurrence block on the Pricing Attachment. That approval will be granted at the sole discretion of Qwest. In the event contract documents are signed, under which Customer is ordering Service for which Funding is not approved, Qwest will cooperate with Customer in good faith to develop an alternative service solution if Funding cannot be achieved on the contracted solution and Qwest may immediately terminate, without penalty, the Pricing Attachment under which Customer ordered the Service, when Funding of the contracted and alternate Service solutions is determined to not be possible.

**10.3 Expedite** Any Customer requests for Qwest to Expedite the delivery of Service before the standard or negotiated Service 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 a new Service Due Date.

**10.4 Service Changes.** Customer may add, move, or upgrade each Service in a Pricing Attachment via an Amendment to this Agreement. New Service and any addition, move, or upgrade to existing Service is subject to the terms of the RSS in effect when the Amendment to add, move, or upgrade existing Service is executed or for new Service when the new Service is installed. Existing terms and conditions will continue to apply to existing Service. But if an RSS change results in a conflict with the terms and conditions applicable to the Service, then Customer must agree to an amendment modifying the terms and conditions before Qwest will provision the new Service or the additions, moves, or upgrades to existing Service.

**10.5 Service Interruptions.** Service interruption means a total disruption of the Service subject to restrictions and exclusions outlined in an SLA or in the RSS. Services with a Service-specific SLA are subject to the credit for service interruptions contained in the applicable SLA and described in the RSS posted at [www.qwest.com/legal](http://www.qwest.com/legal). Services without a Service-specific SLA are subject to the credit for service interruptions contained in the RSS. The credits outlined in the SLAs or RSS are Customer's sole and exclusive remedy for interruptions of any kind to the Service. Qwest may, from time to time, suspend Service for routine maintenance or rearrangement of facilities or equipment. Qwest will give advance notification of any such suspension of Service. Such suspension of Service is not considered an out-of-service condition unless Service is not restored by the end of the period specified in the notification.

**10.6 Additional Rate Language.**

**(a)** Rates, including Rates for optional features or functions, are set forth in each Pricing Attachment applicable to the Service. The Rates shown on each Pricing Attachment are for informational purposes. Customer will receive the Rates in effect in the RSS on the Service Acceptance Date. Qwest will keep an archive of the RSS Web pages listing Rates, including dates of Rate changes. Customer agrees that Qwest's archive is conclusive evidence in the event of a dispute. Qwest will protect the MRC from any Qwest-initiated price increases during the Service Term of the Pricing Attachment. Customer will not receive automatic rate decreases if Qwest decreases the Rates.

**(b)** If Customer requests items from the RSS for which charges do not appear in a Pricing Attachment, Qwest will inform Customer of the charges at the time of the request, giving Customer the opportunity to cancel the request, rather than incurring the charges. Those items may include, but are not limited to: (a) Expedites, including third-party charges incurred by Qwest in connection with the Expedite; (b) CPE; (c) Construction; (d) Termination Charges; (e) charges for labor, testing, or design changes; (f) inside wiring; and (g) additional administrative charges that may be applied for services not described on Pricing Attachments or for requests to provision Services in a manner inconsistent with Qwest's then-current practices. Customer will pay such charges regardless of whether Customer cancels Service or Qwest fails to deliver on the requested Expedite date, unless such failure was caused by Qwest.

**(c)** Qwest will require Customer to accept Service by the end of the Grace Period, in which case Qwest will commence with regular monthly billing for the Service and Customer agrees to pay for the billed Service. If Customer has not accepted the Service by the end of the Grace Period, then Qwest may terminate the Service subject to the Termination section of this Agreement.

**10.7 Customer Responsibilities.** Customer is responsible for the following:

**(a) Access.** Customer will provide prompt access to its premises to Qwest authorized personnel and other authorized parties, responding to Service restoration, equipment failure, maintenance, or other relevant situations.



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**(b) On-Site Operations.** All Customer operations concerning Service at Customer's premises will be performed at Customer's expense, and Customer will be required to conform to all applicable specifications that Qwest may adopt as necessary to maintain Service. Any special structural work required for supporting telecommunications facilities needed to provide Service on Customer's premises will be provided only at Customer's expense.

**(c)** Customer will properly use the Service. Customer will not itself or permit others to use the Service in ways it is not intended or alter, tamper with, adjust, or repair the Service.

**10.8 QC RSS No. 1 Service Termination.**

**(a) Service; Service Exhibit Before Service Due Date.** If Customer cancels an order for QC Service before the Service Due Date or does not accept the Service by the conclusion of the Grace Period, and Qwest terminates the Service at the end of the Grace Period, Termination Charges will apply, including the full NRCs that would have otherwise applied and any non-reusable and non-recoverable portions of expenditures or liabilities, such as Construction charges incurred exclusively on behalf of the Customer by Qwest and not fully reimbursed by NRCs.

**(b) Service; Service Exhibit After Service Acceptance Date.** Either party may terminate an individual QC Service ordered under a QC Service Exhibit after the Service Acceptance Date under the terms of the applicable Service Exhibit. Qwest will waive the Termination Charge in excess of the Minimum Service Period if Customer terminates due to a move or upgrade of all or a portion of Service and all of the following conditions are met ("Waiver Policy"):

(i) Customer must have satisfied the Minimum Service Period for the existing Service or be subject to the Termination Charge applicable to the unexpired portion of the Minimum Service Period;

(ii) Customer must agree to a new service term and Minimum Service Period for the new service;

(iii) The total value of the new Service must be equal to or greater than 115% of the remaining value of the Service being terminated. NRCs and Construction charges will not contribute toward the 115% calculation;

(iv) The request to disconnect the existing Service and the request for the new service are received by Qwest at the same time and both requests must reference this Waiver Policy;

(v) For ATM, FR, and MOE, the new Service installation due date must be within 30 days of the due date of the disconnection of the existing Service, unless the installation is delayed by Qwest; for SHNS, SST, GeoMax, and HDTV-NET the new Service installation due date must be on or before the due date of the disconnection of the existing Service, unless the installation is delayed by Qwest;

(vi) Customer agrees to pay all outstanding MRCs and NRCs for existing Service;

(vii) The NRCs in effect at the time the Service is moved or upgraded will apply to the move or upgrade; and

(viii) This Waiver Policy only applies to moves or upgrades to other Qwest services that are subject to a Qwest tariff or the QC RSS.

**10.9 QC RSS No. 1 Service Definitions.**

"14 States" means QC's local serving areas in Arizona, Colorado, Idaho, Iowa, Minnesota, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington and Wyoming.

"Construction" means when Service may not be available due to facilities limitations and it is necessary for Qwest to construct facilities.

"CPE" means any customer premises equipment, software, and/or other materials used in connection with the Service.

"Demarcation Point" means the Qwest designated: (a) physical interface between the Qwest Domestic Network and Customer's telecommunications equipment; or (b) physical interface between a third-party carrier connecting the Qwest Domestic Network to Customer's telecommunications equipment. "Qwest Domestic Network" means the Qwest operated facilities located within Qwest's 14-state local service area and which consists of transport POPs, physical media, switches, circuits and/or ports that are operated solely by Qwest.

"Expedite" means Customer's request to Qwest to provision a Service more quickly than the Qwest standard or negotiated interval for which an additional Expedite charge will apply.

"Funding" means Customer charges over the term of a Service contract that covers Qwest's calculated costs for providing Service and its expected rate of return when network infrastructure is not available to provide Service to Customer.

"Grace Period" means a period of 30 business days from the later of the Service Due Date or the date when Service is made available to the Customer, and during which the applicable Service will be held available for Customer upon Customer's request.

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"Minimum Service Period" means 12 months following the Service Acceptance Date, as evidenced by Qwest records. In the case of Frame Relay, this means 6 months following the Service Acceptance Date.

"Pricing Attachment" means each document containing Service Rates, Term, and location-specific information, all of which are incorporated by this reference and made a part of each Service Exhibit.

"Rates" means the MRCs and NRCs for the QC Service.

"RSS" means as applicable: QCC's International Rates and Services Schedule posted at [http://tariffs.qwest.com:8000/idc/groups/public/documents/rss/htmltoc\\_qcc\\_rss2.htm](http://tariffs.qwest.com:8000/idc/groups/public/documents/rss/htmltoc_qcc_rss2.htm), QCC's Interstate Rates and Services Schedule posted at [http://tariffs.qwest.com:8000/idc/groups/public/documents/rss/htmltoc\\_qcc\\_rss\\_no\\_3.htm](http://tariffs.qwest.com:8000/idc/groups/public/documents/rss/htmltoc_qcc_rss_no_3.htm), and other rate and term schedules, incorporated by this reference.

"Service Acceptance Date" means the date Customer accepts the QC Service and billing commences, as evidenced by Qwest records.

"Service Due Date" means the date Qwest makes the QC Service available to Customer for testing.

"SLA" means the service level agreement for each Service, if applicable, located at <http://www.qwest.com/legal/sla.html>; SLAs are subject to change. Each SLA provides Customer's sole and exclusive remedy for Service interruptions or Service deficiencies of any kind whatsoever for the applicable Service. Not all Services have a Service-specific SLA.

"SONET" means Synchronous Optical Network.

"Termination Charge" means the termination charges detailed in the QC Service Exhibits.

**11. Licenses; Dispatch Fee.**

**11.1** If Qwest must access a building that houses Customer's premises to install, operate, or maintain Service or associated Qwest equipment, Customer will provide or secure at Customer's expense the following items: (a) appropriate space and power; and (b) rights or licenses.

**11.2** Any facility or equipment repairs on Customer's side of the demarcation point are Customer's responsibility. If Customer requests a technician visit for a problem that Qwest determines: (a) not to be caused by Qwest facilities or equipment on the Qwest side of the demarcation point; or (b) is on Customer's side of the demarcation point, Qwest will assess a separate dispatch fee. Qwest will notify Customer and obtain Customer's authorization before dispatching a technician.

**11.3** If a service interruption occurs due to Customer's failure to fulfill the obligations in this section, Qwest will be exempt from meeting the specified SLAs for that service interruption.

**12. General.** Customer may not assign the Agreement or any of its rights or obligations under the Agreement without the prior written consent of Qwest, which consent will not be unreasonably withheld. Customer may not assign to a reseller or a telecommunications carrier under any circumstances and represents it will not resell the Service. The Agreement is intended solely for Qwest and Customer and it will not benefit or be enforceable by any other person or entity, including without limitation, End Users. If any term of the Agreement is held unenforceable, such term will be construed as nearly as possible to reflect the original intent of the parties and the remaining terms will remain in effect. Neither party's failure to insist upon strict performance of any provision of the Agreement will be construed as a waiver of any of its rights hereunder. All terms of the Agreement that should by their nature survive the termination of the Agreement will so survive. Neither party will be liable for any delay or failure to perform its obligations hereunder if such delay or failure is caused by a Force Majeure Event. The Agreement constitutes the entire agreement between Customer and Qwest with respect to the subject matter hereof, and supersedes all prior oral or written agreements or understandings relating to the subject matter hereof. Except for Tariff or Service modifications initiated by Qwest, all amendments to the Agreement must be in writing and signed by the parties' authorized representatives. However, any change in rates, charges, or regulations mandated by the legally constituted authorities will act as a modification of any contract to that extent without further notice. Qwest reserves the right at any time to reject any handwritten change to the Agreement.

**13. Definitions.**

"Affiliate" means any entity controlled by, controlling, or under common control with a party.

"Confidential Information" means any information that is not generally available to the public, whether of a technical, business or other nature and that: (a) the receiving party knows or has reason to know is confidential, proprietary or trade secret information of the disclosing party; and/or (b) is of such a nature that the receiving party should reasonably understand that the disclosing party desires to protect such information against unrestricted disclosure. Confidential Information will not include information that is in the public domain through no breach of this Agreement by the receiving party or is already known or is independently developed by the receiving party.

"CPNI" means confidential billing and usage-related information about the quantity, technical configuration, type, destination, location and amount of use of Customer's telecommunications services.

"End Users" means Customer's members, end users, customers, or any other third parties who utilize or access the Services or the Qwest network via the Services provided hereunder.

**QWEST CORPORATION ADMINISTRATIVE RETAIL SERVICES AGREEMENT**

“Force Majeure Event” means an unforeseeable event beyond the reasonable control of that party, including without limitation: act of God, fire, flood, labor strike, sabotage, fiber cuts, acts of terror, material shortages or unavailability, government laws or regulations, war or civil disorder, or failures of suppliers of goods and services.

“Site Agreement” means a signed written document between the parties (if necessary) under which Service quantities and/or installation locations can be added and/or changed.

“Taxes” means federal, state and local taxes, surcharges, and other similar charges, which are subject to change.

**QWEST CORPORATION ADMINISTRATIVE RETAIL SERVICES AGREEMENT  
QC ISDN PRS, AND/OR DSS, AND/OR UAS  
INDIVIDUAL CASE BASIS ("ICB") RATE PLAN SERVICE EXHIBIT**

**1. General; Definitions.** In order to qualify for the pricing in the Pricing Attachment under this individual case basis service exhibit ("Service Exhibit"), Customer must maintain a minimum of 20 DS1 facilities for QC Integrated Services Digital Network Primary Rate Service ("ISDN PRS"), and/or Digital Switched Service ("DSS") with "Advanced" or "Basic" trunks, and/or Uniform Access Solution Service ("UAS") (individually and collectively referred to as the "Service"). QC will provide Service under the terms of the Agreement, Tariff, and this Service Exhibit. QC may be required to submit this Service Exhibit and any subsequent addenda for the Service to certain regulatory agencies for approval because the rates and some terms in this Service Exhibit are being offered on an individual case basis ("ICB"). The service specific rates, and the terms and conditions in the Termination Section of this Service Exhibit ("ICB Terms") require filing with or approval by regulatory agencies. Although the general terms and conditions of this Service Exhibit are effective on the Effective Date, the ICB Terms will not become effective for a given jurisdiction until the filing and approval requirements for that jurisdiction are fulfilled. The Service will be offered in accordance with the applicable Tariff until the ICB Terms become effective. If Customer receives reduced pricing under this Service Exhibit and a regulatory agency later invalidates the ICB Terms after they had become effective, Customer will pay to QC any difference in the amounts listed in the applicable Tariff for the Service and the amounts Customer was charged for the Service. When approved by the regulatory agencies, Customer may add additional quantities of Services pursuant to the Service Changes Section under the same terms and conditions with no further filing required. In the event a regulatory agency does not approve this Service Exhibit, the parties will enter into good faith negotiations to mutually resolve the failure to receive the necessary approval. This Service Exhibit will remain in full force and effect for the Service in all other jurisdictions. Other than the ICB Terms in this Service Exhibit, the Service will be governed by: (i) the Tariff applicable to the Service; and (ii) to the extent a comparable Tariff term or condition does not apply to the Service, the terms and conditions set forth in this Service Agreement. Capitalized terms not defined herein are defined in the Agreement.

"Minimum Service Period" means 12 months from the Start of Service Acceptance date.

"Pricing Attachment" means the document containing Rates, Service Term and other location-specific information, which is incorporated by reference and made a part of this Service Exhibit.

"Rates" means the MRCs and NRCs for the Service.

"Service Term" means the term length for Service on the Pricing Attachment(s), which will commence on the Start of Service date for the first Service added on the Pricing Attachment.

"Start of Service" means the date the customer accepts the QC service and billing commences.

**2. Service.** Service is subject to Tech Pub 77400.

**2.1 Service Description.**

**(a) ISDN PRS.** If Customer purchases ISDN PRS, QC will provide digital intraLATA, intrastate, switched local exchange telecommunications service utilizing ISDN PRS technology that transports and distributes voice, data, image, and facsimile communications separately or simultaneously over the public, switched, local exchange network. An ISDN PRS circuit includes a DS1 facility, an ISDN PRS service configuration, and trunks. ISDN PRS operates at 1.544 megabits per second (Mbps). ISDN PRS may be configured as 23 B channels and one D channel, 24 B channels only (24B), or 23 B channels and one back-up D channel (23B+BUD). Each B channel transmits voice or data at 64 kilobits per second (Kbps). The D channel carries signaling information at 64 Kbps.

**(b) ISDN PRS-UAS.** If Customer purchases ISDN PRS, Customer may also select Uniform Access Solution service as an optional feature as that service is defined in the Tariff under Primary Rate Service. An ISDN PRS-UAS circuit provides digital service with single-number route indexing, which includes a DS1 facility with common equipment, and a network connection which provides for local exchange, toll network access. Each DS1 facility utilizes channels configured as: (i) in-only trunking; or (ii) two-way trunking.

**(c) DSS.** If Customer purchases DSS, QC will provide Customer with a circuit that includes a digital DS1 facility, common equipment to interconnect with QC's local exchange switching office and Advanced or Basic flat-usage trunks and DID trunk termination for access to the local exchange and toll networks. DSS Advanced and Basic operates at a maximum speed of 1.544 Mbps.

**(d) UAS.** If Customer purchases UAS, QC will provide Customer with a digital circuit with single-number route indexing, which includes a DS1 facility with common equipment, and a network connection which provides for local exchange, toll network access. Each DS1 facility utilizes channels configured as: (i) in-only trunking; or (ii) two-way trunking.

**2.2 Information Service Providers.** Customer represents and warrants that it (check one box):

IS NOT a provider of "information service," as that term is defined in 47 U.S.C. §153 (20).

IS a provider of "information service," as that term is defined in 47 U.S.C. §153 (20), and that ISDN PRS under this Service Exhibit WILL NOT be used to provide information service to its Subscribers, including termination or origination of Voice over Internet Protocol ("VoIP"). "Subscribers" means any entity to which Customer provides information service. If at any time during the Exhibit Term of this Service Exhibit this representation and warranty is no longer accurate, Customer agrees to notify QC and execute an amendment to add the ISP Certification Addendum.

**QWEST CORPORATION ADMINISTRATIVE RETAIL SERVICES AGREEMENT  
QC ISDN PRS, AND/OR DSS, AND/OR UAS  
INDIVIDUAL CASE BASIS ("ICB") RATE PLAN SERVICE EXHIBIT**

IS a provider of "information service", as that term is defined in 47 U.S.C. §153 (20), and that ISDN PRS under this Agreement WILL be used to provide information service to its Subscribers, including but not limited to termination or origination of Voice over Internet Protocol ("VoIP") and therefore must agree to the additional terms and conditions set forth in the **ISP Certification Addendum** attached hereto and incorporated herein by reference. "Subscribers" means any entity to which Customer provides information service.

**2.3 Service Provided.**

(a) QC will provide and maintain the Service at the locations specified in the Pricing Attachment(s), and as requested on any subsequent order for Service or amendment to this Agreement.

(b) QC will notify Customer of the date Service is available for use. In the event Customer informs QC that it is unable or unwilling to accept Service at such time, the subject Service will be held available for Customer for a period not to exceed 30 business days from such date ("Grace Period"). If after the Grace Period, Customer still has not accepted Service, QC may either: (i) commence with regular monthly billing for the subject Service; or (ii) cancel the subject Service. If Customer cancels an order for Service prior to the date Service is available for use, or is unable to accept Service during the Grace Period and QC cancels the Service at the end of the Grace Period, the Tariff cancellation charges may apply.

**2.4 Service Changes.**

(a) Moves. Customer may move the physical location of all or part of a Service to another location within a QC serving area, provided the following conditions are met: (i) Service moved to the new location is provided to Customer by QC; (ii) Customer advises QC that Service at the new location replaces the existing Service; (iii) Customer's request for disconnection of the existing Service and installation of the Service at the new location are received by QC on the same date; (iv) Customer requests that QC install the Service at the new location on or prior to the disconnection date of the existing Service; and (v) Customer agrees to pay all applicable rate and charges for the requested move and Service at the new location.

(b) Additions to Service. Service may be added under a pricing Attachment up to 12 months prior to the expiration date its Service Term, at the MRCs specified therein. QC will supply such additions to Customer, subject to the following conditions: (i) the necessary facilities are available as determined by QC to provide the Service; and (ii) a new Minimum Service Period is established for each new addition to Service. If the Service being added is not itemized in the Pricing Attachment, Customer agrees to execute a written amendment evidencing such addition to Service.

(c) Other orders for Service. Service may be ordered during the 12 months prior to the expiration date of a Service Term, under the following circumstances: (i) Customer and QC execute an amendment to add a new Pricing Attachment under this Service Exhibit that may include (A) additional Service, or (B) existing Service plus the additional Service; or (ii) Service is ordered under the month-to-month Tariff rates then in effect.

**2.5 Out-of-Service Credit.** If QC causes a Service interruption, an out-of-service credit will be calculated under the state local exchange Tariff. If there is no applicable Tariff and the interruption lasts for more than 24 consecutive hours after QC receives notice of it, QC will give Customer a credit calculated by dividing the MRC for the affected Service by 30 days and multiplying that daily rate by the number of days that Service was interrupted.

**3. Exhibit/Service Term; Termination.**

**3.1 Exhibit/Service Term.** This Service Exhibit will begin on the Effective Date of the Agreement (or an amendment to the Agreement if Customer adds this Service Exhibit after the Effective Date of the Agreement) and will continue until the expiration or cancellation of the last to expire (or cancel) Service ("Exhibit Term"). The Service Term for each Service will be indicated on a Pricing Attachment. Each Service ordered will have its own Minimum Service Period. Any Service installed for 12 consecutive months prior to being added under a Pricing Attachment will be deemed to have met the Minimum Service Period. At the conclusion of the Service Term, the MRC will revert to the month-to-month rate in the Tariff, unless Service is renewed for a new Service Term on a Pricing Attachment or new agreement.

**3.2 Termination.**

(a) Either party may terminate this Service Exhibit in accordance with the applicable Tariff or for Cause. Customer may disconnect up to 5 of the total number of circuits for all states ("Permitted Disconnects") without incurring a Termination Charge; provided that such Service has satisfied the requirements of the Minimum Service Period before any termination may be effective. If, prior to the conclusion of the Service Term, this Service Exhibit is terminated in excess of the number of Permitted Disconnects indicated on the Pricing Attachment, either by QC for Cause or by Customer for any reason other than Cause, then Customer will also be liable for 100% of the MRC for terminated Service in excess of the Permitted Disconnects times the number of months (or fraction thereof) remaining (if any) in the Minimum Service Period, and 50% of the MRC times the number of months (or fraction thereof) remaining in the Service Term after the Minimum Service Period ("Termination Charge").

(b) A Termination Charge will be waived when all of the following conditions are met: (i) Customer discontinues Service and signs a new service agreement(s) for any other QC provided service(s); (ii) the new service agreement(s) have a total value equal to or greater than 115% of the remaining prorated value of the existing agreement(s) (excluding any special construction charges, applicable

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nonrecurring charges, or previously billed but unpaid recurring and nonrecurring charges); (iii) Customer places the orders to discontinue the Service and establish new service at the same time (within 30 calendar days of each other if service is in New Mexico); (iv) the new service(s) installation must be completed within 30 calendar days of disconnection of the Service, unless such installation delay is caused by QC; and (v) a new minimum service period, if applicable, goes into effect when the new service agreement term begins. The waiver does not apply to changes between regulated and unregulated or enhanced products and services.

**4. Charges.**

**(a)** Charges for the Service are as set forth in the Pricing Attachment. Customer will pay the total MRC and NRC for the Service specified in the Pricing Attachment. For Service requested on any subsequent orders or amendments to this Agreement, Customer will also pay the total MRC and NRC specified on the subsequent orders or amendments. The MRC for the Service is based on the then current Service Term set forth in the Pricing Attachment and will not change during the Service Term. Customer must at all times maintain a minimum quantity of 11 total circuits to qualify for the pricing contained herein. The circuits may be aggregated across QC's local serving areas in Arizona, Colorado, Idaho, Iowa, Minnesota, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington and Wyoming. In the event the number of circuits under this Agreement falls below 11, QC may adjust the rates to reflect the applicable Tariff rates. The MRCs will be used to calculate Contributory Charges. The Service is not entitled to the QTA Discount. Customer will not be eligible for any discounts or promotions other than those specifically set forth herein. Such promotions will not be effective unless the applicable promotion term sheet is appended to this Service Exhibit.

**(b)** In the event Customer's rates herein are based upon Customer's intent to transition DS1 facilities to contracted DS3 or higher facilities ("Higher Facility") when available as indicated in a Pricing Attachment, Customer will have ten business days from the date the contracted Higher Facility is installed to migrate the Service contained herein to the contracted Higher Facility. In the event Customer's Service is not migrated, a pricing adjustment will be made to all DS1 facilities in service. The adjustment will be retroactive to the original installation date, as evidenced by QC records, and will be the difference between the rates provided herein based on the facilities riding a Higher Facility and the applicable rates for facilities not riding a Higher Facility.

**(c)** If Service is not available in Customer's wire center, standard interoffice private line mileage charges ("Mileage MRC" and "Mileage NRC") for transport between switches will apply in addition to the rates and charges for the Service.

**ATTENTION: FINAL EXECUTED AGREEMENT, THIS SERVICE EXHIBIT AND THE PRICING ATTACHMENT MUST BE FORWARDED TO THE APPROPRIATE STATE REGULATORY FILING MANAGER.**

**QWEST CORPORATION ADMINISTRATIVE RETAIL SERVICES AGREEMENT  
 QWEST ISDN PRS, AND/OR DSS, AND/OR UAS  
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**PRICING ATTACHMENT  
 FOR THE STATE OF ARIZONA**

[Redacted]  
 Customer

**Service Term:** 24 Months

**AQCB Contract Number:**  
**AQCB Contract Number:**

Type of Service	USOC & MRC per line for 24 month Term	NRC
PRS Voice/Data	Z4D \$455.00	\$0.00

Service Location including City and State	Circuit ID or BTN	Type of Service	Higher Facility (Yes or No)	Qty.	Total MRC per location
[Redacted]	[Redacted]	PRS Voice/Data	No	1	\$455.00
<b>Total MRC:</b>					\$455.00

**Mileage-related Components and Charges (If applicable):**

Customer Address	Circuit ID or BTN	Description (USOC)	Qty.	Mileage MRC/each	Mileage NRC/each
N/A					
<b>Total Mileage MRCs and NRCs:</b>					

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QWEST ISDN PRS, AND/OR DSS, AND/OR UAS  
INDIVIDUAL CASE BASIS ("ICB") RATE PLAN SERVICE EXHIBIT**

**PRICING ATTACHMENT  
FOR THE STATE OF COLORADO**

[REDACTED]  
Customer

Service Term: 24 Months

AQCB Contract Number:

Type of Service	USOC & MRC per line for 24 month Term	NRC
PRS Voice/Data	Z4D \$455.00	\$0.00
DSS Adv. (DS1)	4D1DK \$400.00	\$0.00

Service Location including City and State	Circuit ID or BTN	Type of Service	Higher Facility (Yes or No)	Qty.	Total MRC per location
[REDACTED]	[REDACTED]	PRS Voice/Data	N	1	\$455.00
[REDACTED]	[REDACTED]	PRS Voice/Data	Y	5	\$2,275.00
[REDACTED]	[REDACTED]	PRS Voice/Data	Y	5	\$2,275.00
<b>Total MRC:</b>					\$5,005.00

**Mileage-related Components and Charges (If applicable):**

Customer Address	Circuit ID or BTN	Description (USOC)	Qty.	Mileage MRC/each	Mileage NRC/each
N/A					
<b>Total Mileage MRCs and NRCs:</b>					



**QWEST CORPORATION ADMINISTRATIVE RETAIL SERVICES AGREEMENT  
QWEST ISDN PRS, AND/OR DSS, AND/OR UAS  
INDIVIDUAL CASE BASIS ("ICB") RATE PLAN SERVICE EXHIBIT**

**PRICING ATTACHMENT  
FOR THE STATE OF IOWA**

[REDACTED]  
Customer

Service Term: 24 Months

AQCB Contract Number:

Type of Service	USOC & MRC per line for 24 month Term	NRC
PRS Voice/Data	Z4D \$490.00	\$0.00
DSS Adv. (DS1)	4D1DK \$430.00	\$0.00

Service Location including City and State	Circuit ID or BTN	Type of Service	Higher Facility (Yes or No)	Qty.	Total MRC per location
[REDACTED]	[REDACTED]	PRS Voice/Data	N	1	\$490.00
[REDACTED]	[REDACTED]	PRS Voice/Data	N	1	\$490.00
[REDACTED]	[REDACTED]	PRS Voice/Data	N	1	\$490.00
<b>Total MRC:</b>					<b>\$1,470.00</b>

**Mileage-related Components and Charges (If applicable):**

Customer Address	Circuit ID or BTN	Description (USOC)	Qty.	Mileage MRC/each	Mileage NRC/each
N/A					
<b>Total Mileage MRCs and NRCs:</b>					

**QWEST CORPORATION ADMINISTRATIVE RETAIL SERVICES AGREEMENT  
 QWEST ISDN PRS, AND/OR DSS, AND/OR UAS  
 INDIVIDUAL CASE BASIS ("ICB") RATE PLAN SERVICE EXHIBIT**

**PRICING ATTACHMENT  
 FOR THE STATE OF IDAHO**

[REDACTED]  
 Customer

**Service Term:** 24 Months

**AQCB Contract Number:**

Type of Service	USOC & MRC per line for 24 month Term		NRC
PRS Voice/Data	Z4D	\$485.00	\$0.00

Service Location including City and State	Circuit ID or BTN	Type of Service	Higher Facility (Yes or No)	Qty.	Total MRC per location
[REDACTED]	[REDACTED]	PRS Voice/Data	N	1	\$485.00
<b>Total MRC:</b>					\$485.00

**Mileage-related Components and Charges (If applicable):**

Customer Address	Circuit ID or BTN	Description (USOC)	Qty.	Mileage MRC/each	Mileage NRC/each
N/A					
<b>Total Mileage MRCs and NRCs:</b>					

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 QWEST ISDN PRS, AND/OR DSS, AND/OR UAS  
 INDIVIDUAL CASE BASIS ("ICB") RATE PLAN SERVICE EXHIBIT**

**PRICING ATTACHMENT  
 FOR THE STATE OF MONTANA**

[Redacted]  
 Customer

**Service Term:** 24 Months

**AQCB Contract Number:**

Type of Service	USOC & MRC per line for 24 month Term	NRC
PRS Voice/Data	Z4D \$485.00	\$0.00

Service Location including City and State	Circuit ID or BTN	Type of Service	Higher Facility (Yes or No)	Qty.	Total MRC per location
[Redacted]	[Redacted]	PRS Voice/Data	N	1	\$485.00
<b>Total MRC:</b>					\$485.00

**Mileage-related Components and Charges (If applicable):**

Customer Address	Circuit ID or BTN	Description (USOC)	Qty.	Mileage MRC/each	Mileage NRC/each
N/A					
<b>Total Mileage MRCs and NRCs:</b>					

**QWEST CORPORATION ADMINISTRATIVE RETAIL SERVICES AGREEMENT  
QWEST ISDN PRS, AND/OR DSS, AND/OR UAS  
INDIVIDUAL CASE BASIS ("ICB") RATE PLAN SERVICE EXHIBIT**

**PRICING ATTACHMENT  
FOR THE STATE OF OREGON**

[REDACTED]  
Customer

Service Term: 24 Months

AQCB Contract Number:

Type of Service	USOC & MRC per line for 24 month Term	NRC
PRS Voice/Data	Z4D \$485.00	\$0.00

Service Location including City and State	Circuit ID or BTN	Type of Service	Higher Facility (Yes or No)	Qty.	Total MRC per location
[REDACTED]	[REDACTED]	PRS Voice/Data	N	4	\$1,940.00
<b>Total MRC:</b>					\$1,940.00

**Mileage-related Components and Charges (If applicable):**

Customer Address	Circuit ID or BTN	Description (USOC)	Qty.	Mileage MRC/each	Mileage NRC/each
N/A					
<b>Total Mileage MRCs and NRCs:</b>					

**QWEST CORPORATION ADMINISTRATIVE RETAIL SERVICES AGREEMENT  
 QWEST ISDN PRS, AND/OR DSS, AND/OR UAS  
 INDIVIDUAL CASE BASIS ("ICB") RATE PLAN SERVICE EXHIBIT**

**PRICING ATTACHMENT  
 FOR THE STATE OF UTAH**

[REDACTED]  
 Customer

**Service Term:** 24 Months

**AQCB Contract Number:**

Type of Service	USOC & MRC per line for 24 month Term	NRC
PRS Voice/Data	Z4D \$455.00	\$0.00

Service Location including City and State	Circuit ID or BTN	Type of Service	Higher Facility (Yes or No)	Qty.	Total MRC per location
[REDACTED]	[REDACTED]	PRS Voice/Data	N	2	\$910.00
<b>Total MRC:</b>					\$910.00

**Mileage-related Components and Charges (If applicable):**

Customer Address	Circuit ID or BTN	Description (USOC)	Qty.	Mileage MRC/each	Mileage NRC/each
N/A					
<b>Total Mileage MRCs and NRCs:</b>					

**QWEST CORPORATION ADMINISTRATIVE RETAIL SERVICES AGREEMENT  
 QWEST ISDN PRS, AND/OR DSS, AND/OR UAS  
 INDIVIDUAL CASE BASIS ("ICB") RATE PLAN SERVICE EXHIBIT**

**PRICING ATTACHMENT  
 FOR THE STATE OF WASHINGTON**

[REDACTED]  
 Customer

**Service Term:** 24 Months

**AQCB Contract Number:**

Type of Service	USOC & MRC per line for 24 month Term	NRC
PRS Voice/Data	Z4D \$485.00	\$0.00

Service Location including City and State	Circuit ID or BTN	Type of Service	Higher Facility (Yes or No)	Qty.	Total MRC per location
[REDACTED]	[REDACTED]	PRS Voice/Data	N	2	\$970.00
<b>Total MRC:</b>					\$970.00

**Mileage-related Components and Charges (If applicable):**

Customer Address	Circuit ID or BTN	Description (USOC)	Qty.	Mileage MRC/each	Mileage NRC/each
N/A					
<b>Total Mileage MRCs and NRCs:</b>					

**QWEST CORPORATION ADMINISTRATIVE RETAIL SERVICES AGREEMENT  
QC SINGLE LINE ISDN SERVICE  
INDIVIDUAL CASE BASIS ("ICB") VOLUME DISCOUNT PLAN SERVICE EXHIBIT  
INTRASTATE**

**1. Definitions.**

"BRA" means comprehensive Basic Rate Access that contains numerous voice and data features specified in Tariff and are included in Service.

"Minimum Volume Commitment" means the total number of existing and new Service lines aggregated across Qwest's local serving area in the 14 States, which will be determined conclusively by Qwest records.

"Initial Threshold Quantity" means the total existing and new Service lines under this Agreement as provided on Exhibit 1.

"New Service" means the new physical location of all or part of Service after Customer has moved such Service from another location within the same Qwest intrastate intraLATA serving area.

**2. Scope.** Service is an intrastate, intraLATA service with a digital architecture that provides an integrated voice/data capability to Customer, utilizing the public switched network. Service conforms to internationally developed, published, and recognized standards generated by the International Telecommunications Union (formerly CCITT). Service includes BRA that are specified in Tariff. Within the standard BRA there is limited flexibility for customization and various optional features can be added. Service is a packaged BRA offering consisting of up to three distinct channels on one pair of wires: two B (Bearer) Channels and one D (Delta) Channel. The B-channel carries circuit-switched voice and/or data communications at speeds up to 64 kbps from Customer's premises, over the loop facility, to the central office. B-Channel Circuit-Switched Data Circuit provides the capability of making data calls over the public switched network. The D (Delta) channel carries signaling and/or packet data information, at speeds up to 16 kbps on BRA from the customer's premises to the central office. The D-channel has both data and signaling functionality; it does not have voice capability.

**3. Term.**

3.1 This Service Exhibit will expire 24 months from the date Service is available to Customer under this Service Exhibit, as evidenced by Qwest records ("Term").

3.2 If Qwest continues to provide Service after this Term without a further Service Exhibit, the service charges will convert to the applicable month-to-month rate under the terms and conditions of the applicable tariff or, in its absence, this Service Exhibit.

**4. Charges and Billing.**

4.1 Customer agrees to pay the monthly recurring charges ("MRC") and nonrecurring charges ("NRC") for Service as specified in this Service Exhibit. Charges will commence upon Qwest provision of Service, as evidenced by Qwest records.

4.2 Qwest will provide and maintain the Service at the locations, quantities and charges specified in Exhibit 1. Lines may be located at different addresses within the state but must be billed on one summary bill. Accounts must be aggregated within the state and billed on one summary bill. An account is equivalent to one customer at one address.

4.3 If Service is not available in Customer's switch, an Interoffice Mileage Charge for transport between switches will apply in addition to the above charges.

4.4 Charges for Service under this Service Exhibit, including any and all discounts to which Customer may be entitled, will be offered and charged to Customer independently from and regardless of the Customer's purchase of any customer premises equipment or enhanced services from Qwest.

**5. Volume Discounts.** The volume discount for Service is based on a Minimum Volume Commitment of existing and new Service lines in Qwest's local serving area in the 14 States. Under this Service Exhibit, Customer agrees to a Minimum Volume Commitment of 100 lines. Billing for lines within a state must be aggregated and billed on one summary bill. In the event Customer's aggregated Service lines fall below the Minimum Volume Commitment a pricing adjustment ("Adjustment") may be made to all lines in service to reflect the standard pricing for the actual volume level. Such Adjustment will be effective on the date of the change in Service levels.

**6. Service Changes.**

6.1 MOVES. Customer may retain the Rate Stabilized Price for New Service, provided the following conditions are met: (a) Qwest commercially offers New Service at the new location and necessary facilities are technically and practicably available; (b) the New Service is provided to Customer by Qwest; (c) Customer advises Qwest that the requested New Service replaces existing Service; (d) Customer's requests for the disconnection of the existing Service and the installation of the New Service are received by Qwest on the same date; (e) Customer requests Qwest to install the New Service on or prior to the disconnection date of the existing Service; (f) Customer agrees to sign appropriate amendments and to pay all recurring and nonrecurring charges related to the New Service; and (g) New Service is billed on the summary bill.

**QWEST CORPORATION ADMINISTRATIVE RETAIL SERVICES AGREEMENT  
QC SINGLE LINE ISDN SERVICE  
INDIVIDUAL CASE BASIS (“ICB”) VOLUME DISCOUNT PLAN SERVICE EXHIBIT  
INTRASTATE**

6.2 ADDITIONAL LINES. Customer may request additions to Service and Qwest will supply such additions to Customer, subject to the following conditions: (a) Qwest commercially offers such additions and necessary facilities are technically and practicably available; and (b) service added will be coterminous with this Service Exhibit.

**7. Termination.**

7.1 Either party may terminate Service and/or this Service Exhibit in accordance with the applicable Tariff or for Cause. “Cause” means the failure of a party to perform a material obligation under this Service Exhibit, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from Qwest of such default (unless a different notice period is specified in the Tariff); or (b) for any other material breach, within 30 days of written notice (unless a different notice period is specified in the Tariff or this Service Exhibit). Customer will remain liable for charges accrued but unpaid as of the termination date. If, prior to the conclusion of the Term, Service and/or this Service Exhibit is terminated either by Qwest for Cause or by Customer for any reason other than Cause, then Customer will also be liable for a termination charge (“Termination Charge”). The Termination Charge will apply to Service terminated below the Termination Threshold. “Termination Threshold” means (a) 65% of the Initial Threshold Quantity for a Minimum Volume Commitment of 25 lines, or (b) 75% of the Initial Threshold Quantity or 178 lines for a Minimum Volume Commitment of 100 lines.

7.2 If Customer cancels the order for Service prior to the date Service is available for use, Customer will pay those reasonable costs incurred by Qwest through the date of termination. Such charges may include, but are not limited to all engineering, planning, preparation, materials, supplies, placement, facilities, acquisition, transportation, installation, construction, and labor costs and charges incurred by Qwest, or as specified in the Tariff.

7.3 For a Minimum Volume Commitment of 25 lines, if termination is after Service is installed, Customer will pay a Termination Charge of 25% of the MRC for each line below the Termination Threshold multiplied by the remaining months of the Term.

7.4 For a Minimum Volume Commitment of 100 lines, if termination is after Service is installed, Customer will pay a Termination Charge of 40% of the MRC for each line below the Termination Threshold multiplied by the remaining months of the Term.

7.5 Termination charges will be waived when the Customer discontinues Service and either:

- (a) Replaces Service with an equal or greater number of Qwest provided High-Speed Internet Service lines;
- (b) All of the following conditions are met: (a) Customer adds a new service exhibit for any other Qwest-provided service(s) (b) Customer agrees to pay all applicable charges for the new service that will be provided at the new location; (b) both the current Service and the new service(s) are provided solely by Qwest; (c) the order to discontinue Service and the order to establish new service(s) are received by Qwest within 30 calendar days of each other if service is in New Mexico and at the same time if service is in any other state; (d) the new service(s) installation must be completed within 30 calendar days of the disconnection of Service, unless such installation delay is caused by Qwest; (e) the total value of the new service exhibit(s), excluding any special construction charges, is equal to or greater than 115% of the remaining value of this Service Exhibit; (f) a new minimum service period, if applicable, will go into effect when the new service exhibit(s) term begins; and (g) Customer agrees to pay any previously billed but unpaid recurring and any outstanding nonrecurring charges—these charges cannot be included as part of the new service or service exhibit(s).

**ATTENTION:FINAL EXECUTED SERVICE EXHIBIT MUST BE FORWARDED TO THE APPROPRIATE STATE REGULATORY FILING MANAGER FOR FILING WITH THE APPROPRIATE STATE REGULATORY COMMISSION.**





**QWEST CORPORATION ADMINISTRATIVE RETAIL SERVICES AGREEMENT  
 QC SINGLE LINE ISDN SERVICE  
 INDIVIDUAL CASE BASIS ("ICB") VOLUME DISCOUNT PLAN SERVICE EXHIBIT  
 INTRASTATE**

Agreement Number: \_\_\_\_\_

**EXHIBIT 1**

\_\_\_\_\_  
 (Customer's Name)

**LOCATIONS, QUANTITIES, AND CHARGES  
 FOR THE STATE OF COLORADO**

Customer orders the following Service:

Description	USOC	MRC/each*	NRC/each
ISDN BRS SINGLE LINE	BAFTB	\$52.48	\$55.00

\*MRC does not include Customer Access Line Charge (CALC)

Customer orders the above Service at the locations, quantities, and charges below:

Service Location including City and State	Billing Number	Qty.	Existing ("E") Or New ("N") Lines	MRC	NRC
████████████████████	████████████████████	█	█	████████	████████
████████████████████	████████████████████	1	E	\$52.48	\$0.00
████████████████████	████████████████████	1	E	\$52.48	\$0.00
████████████████████	████████████████████	1	E	\$52.48	\$0.00
████████████████████	████████████████████	1	E	\$52.48	\$0.00
████████████████████	████████████████████	3	E	\$157.44	\$0.00
████████████████████	████████████████████	1	E	\$52.48	\$0.00
████████████████████	████████████████████	3	E	\$157.44	\$0.00
████████████████████	████████████████████	4	E	\$209.92	\$0.00
████████████████████	████████████████████	1	E	\$52.48	\$0.00
████████████████████	████████████████████	1	E	\$52.48	\$0.00
████████████████████	████████████████████	1	E	\$52.48	\$0.00
████████████████████	████████████████████	1	E	\$52.48	\$0.00
████████████████████	████████████████████	1	E	\$52.48	\$0.00
████████████████████	████████████████████	1	E	\$52.48	\$0.00
████████████████████	████████████████████	1	E	\$52.48	\$0.00
████████████████████	████████████████████	2	E	\$104.96	\$0.00
████████████████████	████████████████████	1	E	\$52.48	\$0.00
████████████████████	████████████████████	1	E	\$52.48	\$0.00



**QWEST CORPORATION ADMINISTRATIVE RETAIL SERVICES AGREEMENT  
 QC SINGLE LINE ISDN SERVICE  
 INDIVIDUAL CASE BASIS ("ICB") VOLUME DISCOUNT PLAN SERVICE EXHIBIT  
 INTRASTATE**

Service Location including City and State	Billing Number	Qty.	Existing ("E") Or New ("N") Lines	MRC	NRC
[REDACTED]	[REDACTED]	1	E	\$52.48	\$0.00
[REDACTED]	[REDACTED]	1	E	\$52.48	\$0.00
[REDACTED]	[REDACTED]	1	E	\$52.48	\$0.00
[REDACTED]	[REDACTED]	1	E	\$52.48	\$0.00
[REDACTED]	[REDACTED]	1	E	\$52.48	\$0.00
[REDACTED]	[REDACTED]	1	E	\$52.48	\$0.00
<b>Total MRC</b>				<b>\$4,723.20</b>	<b>\$0.00</b>
<b>Total NRC</b>					<b>\$0.00</b>

**QWEST CORPORATION ADMINISTRATIVE RETAIL SERVICES AGREEMENT  
 QC SINGLE LINE ISDN SERVICE  
 INDIVIDUAL CASE BASIS ("ICB") VOLUME DISCOUNT PLAN SERVICE EXHIBIT  
 INTRASTATE  
 EXHIBIT 1**

\_\_\_\_\_  
 (Customer's Name)

**LOCATIONS, QUANTITIES, AND CHARGES  
 FOR THE STATE OF IOWA**

Customer orders the following Service:

Description	USOC	MRC/each*	NRC/each
ISDN BRS SINGLE LINE	BAFTB	\$60.03	\$55.00

\*MRC does not include Customer Access Line Charge (CALC)

Customer orders the above Service at the locations, quantities, and charges below:

Service Location including City and State	Billing Number	Qty.	Existing ("E") Or New ("N") Lines	MRC	NRC
████████████████████	██████████	1	E	\$60.03	\$0.00
████████████████████ ██████████	██████████ ██████████	2	E	\$120.06	\$0.00
██████████	██████████	1	E	\$60.03	\$0.00
██████████	██████████	1	E	\$60.03	\$0.00
████████████████████	██████████ ██████████ ██████████	5	E	\$300.15	\$0.00
████████████████████	██████████	1	E	\$60.03	\$0.00
████████████████████	██████████	1	E	\$60.03	\$0.00
████████████████████	██████████	1	E	\$60.03	\$0.00
██████████	██████████	1	E	60.03	\$0.00
████████████████████	██████████	1	E	60.03	\$0.00
<b>Total MRC</b>				\$900.45	
<b>Total NRC</b>					\$0.00

**QWEST CORPORATION ADMINISTRATIVE RETAIL SERVICES AGREEMENT  
 QC SINGLE LINE ISDN SERVICE  
 INDIVIDUAL CASE BASIS ("ICB") VOLUME DISCOUNT PLAN SERVICE EXHIBIT  
 INTRASTATE  
 EXHIBIT 1**

\_\_\_\_\_  
 (Customer's Name)

**LOCATIONS, QUANTITIES, AND CHARGES  
 FOR THE STATE OF IDAHO**

Customer orders the following Service:

Description	USOC	MRC/each*	NRC/each
ISDN BRS SINGLE LINE	BAFTB	\$63.51	\$55.00

\*MRC does not include Customer Access Line Charge (CALC)

Customer orders the above Service at the locations, quantities, and charges below:

Service Location including City and State	Billing Number	Qty.	Existing ("E") Or New ("N") Lines	MRC	NRC
████████████████████ ██████████	██████████	1	E	63.51	\$0.00
████████████████████	██████████	1	E	63.51	\$0.00
<b>Total MRC</b>				\$137.02	
				<b>Total NRC</b>	\$0.00



**QWEST CORPORATION ADMINISTRATIVE RETAIL SERVICES AGREEMENT  
 QC SINGLE LINE ISDN SERVICE  
 INDIVIDUAL CASE BASIS ("ICB") VOLUME DISCOUNT PLAN SERVICE EXHIBIT  
 INTRASTATE  
 EXHIBIT 1**

\_\_\_\_\_  
 (Customer's Name)

**LOCATIONS, QUANTITIES, AND CHARGES  
 FOR THE STATE OF MONTANA**

Customer orders the following Service:

Description	USOC	MRC/each*	NRC/each
ISDN BRS SINGLE LINE	BAFTB	\$64.38	\$55.00

\*MRC does not include Customer Access Line Charge (CALC)

Customer orders the above Service at the locations, quantities, and charges below:

Service Location including City and State	Billing Number	Qty.	Existing ("E") Or New ("N") Lines	MRC	NRC
_____	_____	1	E	\$64.38	\$0.00
_____	_____	1	E	\$64.38	\$0.00
<b>Total MRC</b>				\$128.76	
			<b>Total NRC</b>		\$0.00



**QWEST CORPORATION ADMINISTRATIVE RETAIL SERVICES AGREEMENT  
 QC SINGLE LINE ISDN SERVICE  
 INDIVIDUAL CASE BASIS ("ICB") VOLUME DISCOUNT PLAN SERVICE EXHIBIT  
 INTRASTATE  
 EXHIBIT 1**

\_\_\_\_\_  
 (Customer's Name)

**LOCATIONS, QUANTITIES, AND CHARGES  
 FOR THE STATE OF NORTH DAKOTA**

Customer orders the following Service:

Description	USOC	MRC/each*	NRC/each
ISDN BRS SINGLE LINE	BAFTB	\$66.12	\$55.00

\*MRC does not include Customer Access Line Charge (CALC)

Customer orders the above Service at the locations, quantities, and charges below:

Service Location including City and State	Billing Number	Qty.	Existing ("E") Or New ("N") Lines	MRC	NRC
████████████████████	██████████	1	E	\$66.12	\$0.00
<b>Total MRC</b>				\$66.12	
				<b>Total NRC</b>	\$0.00



**QWEST CORPORATION ADMINISTRATIVE RETAIL SERVICES AGREEMENT  
 QC SINGLE LINE ISDN SERVICE  
 INDIVIDUAL CASE BASIS ("ICB") VOLUME DISCOUNT PLAN SERVICE EXHIBIT  
 INTRASTATE  
 EXHIBIT 1**

\_\_\_\_\_  
 (Customer's Name)

**LOCATIONS, QUANTITIES, AND CHARGES  
 FOR THE STATE OF NEW MEXICO**

Customer orders the following Service:

Description	USOC	MRC/each*	NRC/each
ISDN BRS SINGLE LINE	BAFTB	\$58.07	\$55.00

\*MRC does not include Customer Access Line Charge (CALC)

Customer orders the above Service at the locations, quantities, and charges below:

Service Location including City and State	Billing Number	Qty.	Existing ("E") Or New ("N") Lines	MRC	NRC
████████████████████	██████████	3	E	\$174.21	\$0.00
<b>Total MRC</b>				\$174.21	
				<b>Total NRC</b>	\$0.00

**QWEST CORPORATION ADMINISTRATIVE RETAIL SERVICES AGREEMENT  
 QC SINGLE LINE ISDN SERVICE  
 INDIVIDUAL CASE BASIS ("ICB") VOLUME DISCOUNT PLAN SERVICE EXHIBIT  
 INTRASTATE  
 EXHIBIT 1**

\_\_\_\_\_  
 (Customer's Name)

**LOCATIONS, QUANTITIES, AND CHARGES  
 FOR THE STATE OF OREGON**

Customer orders the following Service:

Description	USOC	MRC/each*	NRC/each
ISDN BRS SINGLE LINE	BAFTB	\$53.94	\$55.00

\*MRC does not include Customer Access Line Charge (CALC)

Customer orders the above Service at the locations, quantities, and charges below:

Service Location including City and State	Billing Number	Qty.	Existing ("E") Or New ("N") Lines	MRC	NRC
██████████ PORTLAND OR	██████████	2	E	\$107.88	\$0.00
██████████	██████████	1	E	\$53.94	\$0.00
██████████	██████████	1	E	\$53.94	\$0.00
██████████	██████████	1	E	\$53.94	\$0.00
██████████	██████████	1	E	\$53.94	\$0.00
<b>Total MRC</b>				\$323.64	
				<b>Total NRC</b>	\$0.00





**QWEST CORPORATION ADMINISTRATIVE RETAIL SERVICES AGREEMENT  
 QC SINGLE LINE ISDN SERVICE  
 INDIVIDUAL CASE BASIS ("ICB") VOLUME DISCOUNT PLAN SERVICE EXHIBIT  
 INTRASTATE**

Service Location including City and State	Billing Number	Qty.	Existing ("E") Or New ("N") Lines	MRC	NRC
[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	2	E	\$54.81	\$0.00
<b>Total MRC</b>				\$1,973.16	
<b>Total NRC</b>					\$0.00

**QWEST CORPORATION ADMINISTRATIVE RETAIL SERVICES AGREEMENT  
 QC SINGLE LINE ISDN SERVICE  
 INDIVIDUAL CASE BASIS ("ICB") VOLUME DISCOUNT PLAN SERVICE EXHIBIT  
 INTRASTATE  
 EXHIBIT 1**

\_\_\_\_\_  
 (Customer's Name)

**LOCATIONS, QUANTITIES, AND CHARGES  
 FOR THE STATE OF WYOMING**

Customer orders the following Service:

Description	USOC	MRC/each*	NRC/each
ISDN BRS SINGLE LINE	BAFTB	\$51.33	\$55.00

\*MRC does not include Customer Access Line Charge (CALC)

Customer orders the above Service at the locations, quantities, and charges below:

Service Location including City and State	Billing Number	Qty.	Existing ("E") Or New ("N") Lines	MRC	NRC
██████████ ██████████	██████████	1	E	\$51.33	\$0.00
██████████ ██████████	██████████	1	E	\$51.33	\$0.00
██████████ ██████████	██████████	2	E	\$102.66	\$0.00
<b>Total MRC</b>				\$205.32	
				<b>Total NRC</b>	\$0.00

Existing Service Lines	237
New Service Lines	0
<b>Total Existing and New Service Lines ("Initial Threshold Quantity")</b>	<b>237</b>



**QWEST CORPORATION ADMINISTRATIVE RETAIL SERVICES AGREEMENT  
QWEST LINE VOLUME  
INDIVIDUAL CASE BASIS SERVICE EXHIBIT**

**1. General; Definitions.** Customer hereby agrees to the terms of the QC Line Volume Plan ("QLVP") described in this service exhibit ("Service Exhibit"). Unless otherwise indicated, Qwest provides QLVP in accordance with the Tariff. The Contributory Access Lines and Discount Eligible Services (collectively the "Service") described herein are provided in accordance with, and governed by the Tariff applicable to the Service. To the extent a comparable Tariff term or condition does not exist, QLVP will be governed by the terms and conditions set forth in the Agreement and this Service Exhibit. This offer may not be provided in conjunction with any other local voice volume discount plan. Capitalized terms not defined herein are defined in the Agreement.

"14 States" means QC's local service areas in Arizona, Colorado, Idaho, Iowa, Minnesota, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington and Wyoming.

"Annual Period" means each consecutive twelve month period following the Discount Effective Date.

"Contributory Access Lines" means the aggregate number of Customer's existing and new local business exchange access lines identified on Pricing Attachment - Exhibit 2 of this Service Exhibit, that will be considered for purposes of determining the applicable Line Tier identified on Pricing Attachment - Exhibit 1 of this Service Exhibit. Contributory Access Lines are Flat Business Lines with or without Qwest Packages, Centrex 21 and Qwest Utility Line™ in QC's local service areas in the 14 States. The Contributory Access Lines will be aggregated across the 14 States, and will be determined conclusively by QC records.

"Discount Effective Date" means the effective bill date of the first service order to add QLVP to Customer's account.

"Discount Eligible Services" are Flat Business Lines, Hunting associated with Flat Business Lines, Qwest Choice Business (USOC PGOQL only), Qwest Choice Business Plus (USOC PGOQM only), Qwest Choice Business Add-A-Line, and Qwest Choice Business Prime in QC's local serving area in the 14 States.

"Line Count" means an audit conducted by QC to determine the number of Customer's operational Contributory Access Lines.

"Line Tier" means the line tier chosen by the Customer based on the number of Contributory Access Lines.

"Minimum Line Requirement" means the low end of the Line Tier selected by Customer.

"QLVP Term" means the term length for QLVP, which will commence on the Discount Effective Date.

"Qwest Packages" are Qwest Choice® Business (USOC PGOQL and PGOBA), Qwest Choice® Business Plus (USOC PGOQM, PGOQX and PGOQY), Qwest Choice® Business Add-A-Line, Qwest Choice® Business Prime, Qwest Choice® Two-Line Business, Qwest Business Line Plus™ and CustomChoice® for Business.

"Rates" means the net rates that will be derived by applying discounts to the Tariff month-to-month rates for Discount Eligible Services which will appear as a credit on each monthly bill.

"Shortfall Charge" equals the difference between the Minimum Line Requirement and the Line Count multiplied by \$60.

"Termination Charge" equals the Minimum Line Requirement multiplied by \$15, multiplied by the number of months remaining in the QLVP Term.

**Service.**

**2.1 Description.** QLVP provides discounts on Discount Eligible Services based on Customer's purchase of 10 to 3,000 Contributory Access Lines, as more fully described herein.

**2.2 Contributory Access Lines, Line Tier and Rates.** Based on 795 Contributory Access Lines, Customer will pay the Rates for Services listed on Pricing Attachment - Exhibit 1 of this Service Exhibit for the 50-499 Line Tier and QLVP Term on each monthly bill for all Discount Eligible Services purchased during the QLVP Term. The Rates will (a) not change during the QLVP Term of this Service Exhibit; (b) commence on the Discount Effective Date; (c) not be applied to more than 3,000 Discount Eligible Service lines; and (d) terminate upon expiration of the QLVP Term and Service will continue at the applicable month-to-month rate and terms of the Tariff.

**2.3 Minimum Line Requirement; Annual Audit, Shortfall Charge.** Based on the Line Tier, Customer must maintain the Minimum Line Requirement of 50 Contributory Access Lines during the QLVP Term. At the end of each Annual Period QC will conduct a Line Count. If the Line Count fails to meet or exceed the Minimum Line Requirement, Customer will promptly pay to QC a Shortfall Charge. If Customer is charged a Shortfall Charge, Qwest may subsequently conduct quarterly audits and apply Shortfall Charges until Customer meets the Minimum Line Requirement. In no event will the number of actual Contributory Access Lines in excess of Customer's Minimum Line Requirement in a particular Annual Period be "rolled back" or "carried over" for purposes of achieving Customer's Minimum Line Requirement in a prior or subsequent Annual Period.

**2.4 Changes.** Customer may move or add Service ("Change") if QC commercially offers such Change, and Customer agrees to pay all applicable charges related to such Change. Such Change will be subject to the terms and conditions of the Tariff. Rates for added Service will (a) commence on the effective bill date of the service order to add QLVP to the additional Service; (b) not be retroactive to the Discount Effective Date; and (c) terminate upon expiration of the Term. Additions to the Contributory Access Lines will not change the Rates under this Agreement. The Contributory Access Lines and any Change, will be determined conclusively by QC records.

**QWEST CORPORATION ADMINISTRATIVE RETAIL SERVICES AGREEMENT  
QWEST LINE VOLUME  
INDIVIDUAL CASE BASIS SERVICE EXHIBIT**

**3. Exhibit/Service Term; Termination.**

**3.1 Exhibit/Service Term.** This Service Exhibit will begin on the Effective Date of the Agreement (or an amendment to the Agreement if Customer adds this Service Exhibit after the Effective Date of the Agreement) and will continue until the last to expire (or cancel) QLVP ("Exhibit Term"). The QLVP Term will be indicated on Pricing Attachment - Exhibit 1 of this Service Exhibit. If Service continues at the conclusion of the QLVP Term, the Rates will terminate and the MRCs will continue at the applicable month-to-month rate, unless a new QLVP Term is established on Pricing Attachment - Exhibit 1 and 2 or a new agreement.

**3.2 Termination.** Customer understands that, if prior to the conclusion of the QLVP Term, Customer terminates Service or this Service Exhibit in its entirety then Customer will be liable for the Termination Charge. Such charge will be waived if at the same time Service or this Service Exhibit is terminated, Customer enters into a new agreement for any other QC provided service(s) and the total value of the new service agreement, excluding any nonrecurring and special construction charges, equals or exceeds the Termination Charge, which will be considered the remaining value of the terminated QLVP. The waiver does not apply to changes between regulated and unregulated or enhanced products and services.

**4. Charges.** Charges for the Service will be the Rates listed on Pricing Attachment - Exhibit 1 of this Service Exhibit. The Rates will be used to calculate Contributory Charges. The Service is not entitled to the QTA Discount. Customer will not be eligible for any discounts or promotions other than those specifically set forth herein. Such promotions will not be effective unless the applicable promotion term sheet is appended to this Service Exhibit.

**QWEST CORPORATION ADMINISTRATIVE RETAIL SERVICES AGREEMENT  
QWEST LINE VOLUME  
INDIVIDUAL CASE BASIS SERVICE EXHIBIT**

**EXHIBIT 1**

**MONTHLY RATES FOR DISCOUNT ELIGIBLE SERVICES**

Customer: [REDACTED]

Agreement Number: \_\_\_\_\_

**Contributory Access Lines = 923**  
**Line Tier = 50 - 499**  
**Minimum Line Requirement = 50**

**Discount Eligible Services**

"1FB" = Flat Business Lines (1FB, 1FL, 1FA, AFK, AFV, HFB)  
 Hunting on 1FBs will be discounted 95% in Wyoming and provided at no additional charge in the remaining 14 States.  
 "QCB" = Qwest Choice® Business (PGOQL only)  
 "QCB Plus" = Qwest Choice® Business Plus (PGOQM only)  
 "QCB AAL" = Qwest Choice® Business Add-A-Line (PGOQN)  
 "QCB Prime" = Qwest Choice® Business Prime (PGOQT)

**Monthly Discounts**

	<b>1FB</b>	<b>QCB</b>	<b>QCB Plus</b>	<b>QCB AAL</b>	<b>QCB Prime</b>
<b>Arizona</b>	\$24.99 2 yr 50-499	\$28.99 2 yr 50-499	\$29.99 2 yr 50-499	\$25.99 2 yr 50-499	\$27.99 2 yr 50-499
<b>Colorado</b>	\$24.99 2 yr 50-499	\$28.99 2 yr 50-499	\$29.99 2 yr 50-499	\$25.99 2 yr 50-499	\$27.99 2 yr 50-499
<b>Idaho</b>	\$25.99 2 yr 50-499	\$28.99 2 yr 50-499	\$29.99 2 yr 50-499	\$25.99 2 yr 50-499	\$27.99 2 yr 50-499
<b>Iowa</b>	\$25.99 2 yr 50-499	\$28.99 2 yr 50-499	\$29.99 2 yr 50-499	\$25.99 2 yr 50-499	\$27.99 2 yr 50-499
<b>Minnesota</b>	\$25.99 2 yr 50-499	\$28.99 2 yr 50-499	\$29.99 2 yr 50-499	\$25.99 2 yr 50-499	\$27.99 2 yr 50-499
<b>Montana</b>	\$25.99 2 yr 50-499	\$28.99 2 yr 50-499	\$29.99 2 yr 50-499	\$25.99 2 yr 50-499	\$27.99 2 yr 50-499
<b>Nebraska</b>	\$25.99 2 yr 50-499	\$28.99 2 yr 50-499	\$29.99 2 yr 50-499	\$25.99 2 yr 50-499	\$27.99 2 yr 50-499
<b>New Mexico</b>	\$25.99 2 yr 50-499	\$28.99 2 yr 50-499	\$29.99 2 yr 50-499	\$25.99 2 yr 50-499	\$27.99 2 yr 50-499
<b>North Dakota</b>	\$25.99 2 yr 50-499	\$28.99 2 yr 50-499	\$29.99 2 yr 50-499	\$25.99 2 yr 50-499	\$27.99 2 yr 50-499
<b>Oregon</b>	\$24.99 2 yr 50-499	\$28.99 2 yr 50-499	\$29.99 2 yr 50-499	\$25.99 2 yr 50-499	\$27.99 2 yr 50-499
<b>South Dakota</b>	\$25.99 2 yr 50-499	\$28.99 2 yr 50-499	\$29.99 2 yr 50-499	\$25.99 2 yr 50-499	\$27.99 2 yr 50-499
<b>Utah</b>	\$24.99 2 yr 50-499	\$28.99 2 yr 50-499	\$29.99 2 yr 50-499	\$20.99 2 yr 50-499	\$27.99 2 yr 50-499
<b>Washington</b>	\$24.99 2 yr 50-499	\$28.99 2 yr 50-499	\$29.99 2 yr 50-499	\$25.99 2 yr 50-499	\$27.99 2 yr 50-499
<b>Wyoming</b>	\$21.99 2 yr 50-499	\$28.99 2 yr 50-499	\$29.99 2 yr 50-499	\$25.99 2 yr 50-499	\$27.99 2 yr 50-499

**QWEST CORPORATION ADMINISTRATIVE RETAIL SERVICES AGREEMENT  
QWEST LINE VOLUME  
INDIVIDUAL CASE BASIS SERVICE EXHIBIT**

**EXHIBIT 2**

Customer: [REDACTED]

Agreement Number: \_\_\_\_\_

<b>Contributory Access Lines and (USOCs)</b>	
<b>Discount Eligible</b>	<b>Not Discount Eligible</b>
<b>**</b> Flat Business Lines (1FB, 1FL, 1FA, AFK, AFV, HFB)	Flat Business Lines (AF4, BHS, 7FB) Qwest Utility Line™ (AWL) Centrex 21 (RXB, EPB, R4X, XRW, XRS, RSX, R4V, R6X)

**\*\*** Flat Business Lines with the following Qwest Choice® packages will only receive the package discount as shown on Exhibit 1.  
 Qwest Choice® Business (PGOQL only)  
 Qwest Choice® Business Plus (PGOQM only)  
 Qwest Choice® Business Add-A-Line (PGOQN)  
 Qwest Choice® Business Prime (PGOQT)  
 NOTE: Qwest Choice package USOCs should not be included in the Contributory Access Line count.

<b>TOTAL Contributory Access Lines:</b>	<b>923</b>
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**Customer certifies that the Contributory Access Lines (a) exist under the Billing Telephone Numbers (“BTN”) shown below; or (b) will be installed at the Service Address(es) shown below.**

BTN	Business Access Line Description	USOC	Total
<span style="background-color: black; color: black;">[REDACTED]</span>	Business Access Flat	1FB	1
<span style="background-color: black; color: black;">[REDACTED]</span>	Business Access Flat	1FB	1
<span style="background-color: black; color: black;">[REDACTED]</span>	Business Access Flat	1FB	1
<span style="background-color: black; color: black;">[REDACTED]</span>	Business Access Flat	1FB	1
<span style="background-color: black; color: black;">[REDACTED]</span>	Business Access Flat	1FB	1
<span style="background-color: black; color: black;">[REDACTED]</span>	Business Access Flat	1FB	1
<span style="background-color: black; color: black;">[REDACTED]</span>	Business Access Flat	1FB	1
<span style="background-color: black; color: black;">[REDACTED]</span>	Business Access Flat	1FB	1
<span style="background-color: black; color: black;">[REDACTED]</span>	Business Access Flat	AFK	2
<span style="background-color: black; color: black;">[REDACTED]</span>	Business Access Flat	1FB	1
<span style="background-color: black; color: black;">[REDACTED]</span>	Business Access Flat	1FB	1
<span style="background-color: black; color: black;">[REDACTED]</span>	Business Access Flat	AFK	5
<span style="background-color: black; color: black;">[REDACTED]</span>	Business Access Flat	1FB	1
<span style="background-color: black; color: black;">[REDACTED]</span>	Business Access Flat	AFK	2
<span style="background-color: black; color: black;">[REDACTED]</span>	Business Access Flat	1FB	2
<span style="background-color: black; color: black;">[REDACTED]</span>	Business Access Flat	AFK	1
<span style="background-color: black; color: black;">[REDACTED]</span>	Business Access Flat	1FB	2
<span style="background-color: black; color: black;">[REDACTED]</span>	Centrex 21 Lines	RSX	24
<span style="background-color: black; color: black;">[REDACTED]</span>	Business Access Flat	1FB	1
<span style="background-color: black; color: black;">[REDACTED]</span>	Business Access Flat	AFK	2
<span style="background-color: black; color: black;">[REDACTED]</span>	Business Access Flat	1FB	1
<span style="background-color: black; color: black;">[REDACTED]</span>	Business Access Flat	1FB	1
<span style="background-color: black; color: black;">[REDACTED]</span>	Business Access Flat	AFK	2
<span style="background-color: black; color: black;">[REDACTED]</span>	Business Access Flat	1FB	1
<span style="background-color: black; color: black;">[REDACTED]</span>	Business Access Flat	AFK	2
<span style="background-color: black; color: black;">[REDACTED]</span>	Business Access Flat	1FB	1
<span style="background-color: black; color: black;">[REDACTED]</span>	Business Access Flat	AFK	1



**QWEST CORPORATION ADMINISTRATIVE RETAIL SERVICES AGREEMENT  
QWEST LINE VOLUME  
INDIVIDUAL CASE BASIS SERVICE EXHIBIT**

██████████	Business Access Flat	1FB	1
██████████	Business Access Flat	AFK	1
██████████	Business Access Flat	1FB	1
██████████	Business Access Flat	AFK	4
██████████	Business Access Flat	1FB	1
██████████	Business Access Flat	1FB	15
██████████	Business Access Flat	1FB	1
██████████	Business Access Flat	1FB	1
██████████	Business Access Flat	1FB	1
██████████	Business Access Flat	1FB	1
██████████	Business Access Flat	AFK	1
██████████	Business Access Flat	1FB	1
██████████	Business Access Flat	1FB	1
██████████	Business Access Flat	1FB	1
██████████	Business Access Flat	AFK	2
██████████	Business Access Flat	1FB	1
██████████	Business Access Flat	1FB	1
██████████	Business Access Flat	1FB	1
██████████	Business Access Flat	1FB	1
██████████	Business Access Flat	AFK	1
██████████	Business Access Flat	1FB	1
██████████	Business Access Flat	1FB	1
██████████	Business Access Flat	AFK	4
██████████	Business Access Flat	1FB	1
██████████	Business Access Flat	1FB	1
██████████	Business Access Flat	1FB	1
██████████	Business Access Flat	1FB	1
██████████	Business Access Flat	1FB	1
██████████	Business Access Flat	1FB	1
██████████	Business Access Flat	AFK	10
██████████	Business Access Flat	1FB	1
██████████	Business Access Flat	1FB	1
██████████	Business Access Flat	1FB	1
██████████	Business Access Flat	1FB	1
██████████	Business Access Flat	1FB	1
██████████	Business Access Flat	1FB	1
██████████	Business Access Flat	AFK	4
██████████	Business Access Flat	1FB	1
██████████	Business Access Flat	1FB	1
██████████	Business Access Flat	AFK	1
██████████	Business Access Flat	1FB	1
██████████	Business Access Flat	1FB	1
██████████	Business Access Flat	1FB	1
██████████	Business Access Flat	1FB	25
██████████	Business Access Flat	1FB	25
██████████	Business Access Flat	1FB	1
██████████	Business Access Flat	1FB	1
██████████	Business Access Flat	1FB	1
██████████	Business Access Flat	AFK	2
██████████	Business Access Flat	1FB	1
██████████	Business Access Flat	AFK	13
██████████	Business Access Flat	1FB	1
██████████	Business Access Flat	1FB	1
██████████	Business Access Flat	1FB	1
██████████	Business Access Flat	1FB	1

**QWEST CORPORATION ADMINISTRATIVE RETAIL SERVICES AGREEMENT  
QWEST LINE VOLUME  
INDIVIDUAL CASE BASIS SERVICE EXHIBIT**

██████████	Business Access Flat	1FB	1
██████████	Business Access Flat	1FB	2
██████████	Business Access Flat	1FB	5
██████████	Business Access Flat	1FB	6
██████████	Business Access Flat	1FB	4
██████████	Business Access Flat	1FB	1
██████████	Business Access Flat	AFK	2
██████████	Business Access Flat	1FB	1
██████████	Business Access Flat	1FB	1
██████████	Business Access Flat	1FB	1
██████████	Business Access Flat	1FB	1
██████████	Business Access Flat	1FB	1
██████████	Business Access Flat	1FB	20
██████████	Centrex 21 Lines	RSX	14
██████████	Business Access Flat	1FB	1
██████████	Business Access Flat	AFK	14
██████████	Centrex 21 Lines	RSX	7
██████████	Business Access Flat	1FB	1
██████████	Business Access Flat	AFK	1
██████████	Business Access Flat	1FB	1
██████████	Business Access Flat	1FB	1
██████████	Business Access Flat	AFK	2
██████████	Business Access Flat	1FB	1
██████████	Business Access Flat	1FB	1
██████████	Business Access Flat	1FB	1
██████████	Business Access Flat	AFK	5
██████████	Business Access Flat	1FB	1
██████████	Business Access Flat	1FB	1
██████████	Business Access Flat	1FB	1
██████████	Business Access Flat	AFK	1
██████████	Business Access Flat	AFK	3
██████████	Business Access Flat	1FB	1
██████████	Business Access Flat	AFK	2
██████████	Business Access Flat	1FB	2
██████████	Business Access Flat	AFK	5
██████████	Business Access Flat	AFK	2
██████████	Business Access Flat	AFK	3
██████████	Business Access Flat	1FB	2
██████████	Business Access Flat	1FB	1
██████████	Business Access Flat	AFK	2
██████████	Business Access Flat	AFK	8
██████████	Business Access Flat	AFK	6
██████████	Business Access Flat	1FB	1
██████████	Business Access Flat	1FB	1
██████████	Business Access Flat	AFK	1
██████████	Business Access Flat	1FB	2
██████████	Centrex 21 Lines	RXB	15
██████████	Business Access Flat	1FB	1
██████████	Business Access Flat	AFK	25
██████████	Business Access Flat	1FB	1









**QWEST CORPORATION ADMINISTRATIVE RETAIL SERVICES AGREEMENT**  
**QWEST LINE VOLUME**  
**INDIVIDUAL CASE BASIS SERVICE EXHIBIT**

██████████	Business Access Flat	1FB	1
██████████	Business Access Flat	1FB	3
██████████	Business Access Flat	1FB	1
██████████	Business Access Flat	1FB	1
██████████	Business Access Flat	1FB	1
██████████	Business Access Flat	1FB	1
██████████	Business Access Flat	1FB	1
██████████	Business Access Flat	1FB	1
██████████	Business Access Flat	1FB	1
██████████	Business Access Flat	1FB	1
██████████	Business Access Flat	1FB	1
██████████	Business Access Flat	1FB	1
██████████	Business Access Flat	AFK	1
██████████	Business Access Flat	1FB	1
██████████	Business Access Flat	AFK	7
██████████	Business Access Flat	1FB	1
██████████	Business Access Flat	AFK	47
██████████	Business Access Flat	1FB	1
██████████	Business Access Flat	1FB	1
██████████	Business Access Flat	AFK	1
██████████	Business Access Flat	1FB	1
██████████	Business Access Flat	1FB	1
██████████	Business Access Flat	AFK	4

**QWEST CORPORATION ADMINISTRATIVE RETAIL SERVICES AGREEMENT  
QC INTERSTATE PRIVATE LINE TRANSPORT SERVICES  
F.C.C. No. 1 PRICING FLEXIBILITY SERVICE EXHIBIT**

iLink No:  
AQCB Contract No:

**1. General; Definitions.** Customer hereby orders QC interstate Private Line Transport Service(s) ("Service") under this service exhibit ("Service Exhibit"). QC is offering Service pursuant to pricing flexibility granted by QC's Federal Communication Commission ("FCC") Tariff Number 1 ("FCC1 Tariff") whereby QC may provide competitive pricing for certain interstate Services available in the Metropolitan Statistical Areas ("MSA") and wire centers specified in Section 23 of the FCC1 Tariff. The Customer acknowledges that, pursuant to the above FCC requirements, in order to offer the discounts hereunder to Customer, QC is required to file a summary of this Service Exhibit and Pricing Attachment, and any subsequent amendments or addenda as a "Contract Tariff" with the FCC. As such, an amendment in writing and signed by authorized representatives of both parties is required to add, move, or modify Service. At the request of the FCC, this Service Exhibit (in addition to the Contract Tariff) will be filed with the FCC by either party upon notification to the other party. Customer understands and agrees that except for any specific discounts and/or rates set forth herein, Service will be governed by and provided pursuant to the terms and conditions, including, but not limited to minimum service period and termination liability (as applicable), in the FCC1 Tariff. Capitalized terms not defined herein are defined in the Agreement or the FCC1 Tariff.

"Contract Tariff Effective Date" means the effective date of the Contract Tariff filed by QC with the FCC.

"Pricing Attachment" means the document containing eligibility requirements, Rates, Service Term and other location-specific information, which is incorporated by reference and made a part of this Service Exhibit.

"Rates" means the MRCs and NRCs for the Service.

"Service Term" means the term length for Service on the Pricing Attachment(s), which will commence on the Contract Tariff Effective Date.

**2. Service.**

**2.1 Description.** QC will provide and maintain Service at the location(s) set forth in Exhibit 2 of the Pricing Attachment. Service must be located in MSAs and wire centers specified in Section 23 of the FCC1 Tariff which are eligible for Phase I and/or Phase II Pricing Flexibility as defined in FCC1 Tariff.

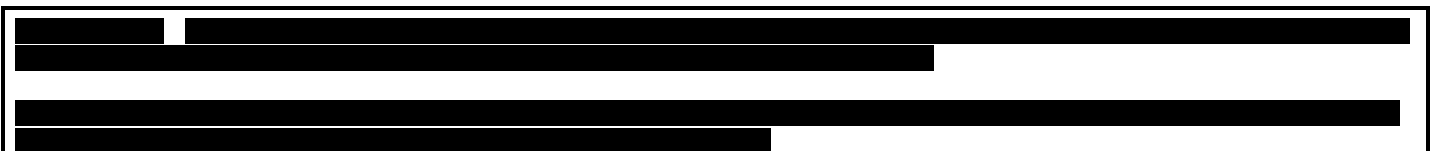
**2.2 Service Installation.** QC will notify Customer of the date that Service is available for use. In the event Customer informs QC that it is unable or unwilling to accept Service at such time, the subject Service will be held available for Customer for a period not to exceed 30 business days from such date ("Grace Period"). If after the Grace Period, Customer still has not accepted Service, QC may either: (a) commence with regular monthly billing for the subject Service; or (b) cancel the subject Service. If Customer cancels an order for Service prior to the date the Service is available for use, or is unable to accept the Service during the Grace Period and QC cancels the Service at the end of the Grace Period, the cancellation charges set forth in the FCC1 Tariff may apply.

**3. Exhibit/Service Term; Termination.**

**3.1 Exhibit/Service Term.** This Service Exhibit will begin on the Effective Date of the Agreement (or an amendment to the Agreement if Customer adds this Service Exhibit after the Effective Date of the Agreement) and will continue until the expiration or cancellation of the last to expire (or cancel) Service ("Exhibit Term"). The Service Term for each Service will be indicated on a Pricing Attachment. Each Service ordered will have its own Minimum Service Period. At the conclusion of the Service Term, the MRC will revert to the month-to-month rate in the Tariff, unless Service is renewed for a new Service Term on a Pricing Attachment or new agreement.

**3.2 Termination.** Customer understands that if Customer disconnects Service for reasons other than default by QC, in whole or in part, after Service is installed, but prior to the completion of the Service Term, the FCC1 Tariff's termination charges apply. Such termination charges will be based upon the Contract Tariff rates provided hereunder.

**4. Charges.** Charges for the Service will be as set forth in Exhibit 1 of the Pricing Attachment. The FCC1 Tariff MRCs after any discounts will be used to calculate Contributory Charges. The Service is not entitled to the QTA Discount. Customer will not be eligible for any discounts or promotions other than those specifically set forth herein. Such promotions will not be effective unless the applicable promotion term sheet is appended to this Service Exhibit.



**QWEST CORPORATION ADMINISTRATIVE RETAIL SERVICES AGREEMENT  
 QC INTERSTATE PRIVATE LINE TRANSPORT SERVICES  
 F.C.C. No. 1 PRICING FLEXIBILITY SERVICE EXHIBIT**

**EXHIBIT 1  
 PRICING FLEXIBILITY PLAN**

**AQCB Contract Number:** \_\_\_\_\_

**Service.** Customer orders and QC will provide 30 DS1 circuits at the location(s) specified on Exhibit 2 of this Pricing Attachment.

**Eligibility.** In order for Customer to qualify for FCC pricing flexibility under this Pricing Attachment, Customer must sign a new 2 year QC Administrative Retail Agreement that includes the following services: ISDN PRS and DSS, Qwest Line Volume Agreement, Qwest Single Line ISDN Services, Interstate DS1 and DS3 Private Line.

**Service Term:** 24 months

**Discount.** Customer will receive a 10% discount off the FCC1 Tariff MRC for the Service component(s) specified below. The FCC1 Tariff MRC and FCC1 Tariff NRC for Service reflect the rates currently in effect in the FCC1 Tariff as of the Effective Date, prior to the application of any discounts:

Service / USOC	FCC1 Tariff Rates		Contract Tariff Rates (After application of discount)	
	FCC1 Tariff MRC	FCC1 Tariff NRC*	MRC	NRC*
DS1 Interstate Private Line (See below Table)	\$11,177.28	\$0.00	\$10,059.62	<b>NO DISCOUNT APPLICABLE</b>
<b>Total:</b>	\$11,177.28	\$0.00	\$10,059.62	<b>NO DISCOUNT APPLICABLE</b>
*NRCs for Service cannot be rate stabilized and as such any additions or changes to Service will incur the then-current FCC1 Tariff NRC. NRCs will not be charged for Services that are already installed .				
<input type="checkbox"/> If checked, Customer hereby certifies that Service qualifies for exemption of the special access surcharge in accordance with the FCC1 Tariff under exemption category _____. Written notification will be provided to QC at such time the exemption is no longer applicable due to changes or termination of any Service.				

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**QWEST CORPORATION ADMINISTRATIVE RETAIL SERVICES AGREEMENT  
QC INTERSTATE PRIVATE LINE TRANSPORT SERVICES  
F.C.C. No. 1 PRICING FLEXIBILITY SERVICE EXHIBIT**

**EXHIBIT 2  
SERVICE LOCATIONS/DETAILS**

<b>Service (TYPE / BANDWIDTH)</b>	<b>Service Component (USOC)</b>	<b>ADDRESS OF LOCATION A</b>	<b>ADDRESS OF LOCATION Z</b>	<b>QTY</b>	<b>FCC1 Tariff MRC</b>	<b>Contract Tariff MRC</b>
DS1 1.544 Mbps	(TUTEX)	[REDACTED]	[REDACTED]	1	122.45	110.21
	(1YFD3)			22	264.00	237.60
	(1YFD3)			1	85.00	76.50
DS1 1.544 Mbps	(TUTEX)	[REDACTED]	[REDACTED]	1	102.53	92.28
	(TUTEX)			1	122.45	110.21
	(1YFD3)			20	240.00	216.00
	(1YFD3)			1	85.00	76.50
DS1 1.544 Mbps	(TUTEX)	[REDACTED]	[REDACTED]	1	110.40	99.36
	(1YFD3)			4	48.00	43.20
	(1YFD3)			1	85.00	76.50
DS1 1.544 Mbps	(TUTEX)	[REDACTED]	[REDACTED]	1	110.40	99.36
	(TUTEX)			1	102.53	92.28
	(1YFD3)			14	168.00	151.20
	(1YFD3)			1	85.00	76.50
DS1 1.544 Mbps	(TUTEX)	[REDACTED]	[REDACTED]	1	110.40	99.36
DS1 1.544 Mbps	[ (TUTEX )	[REDACTED]	[REDACTED]	1	110.40	99.36
	(1YFD2)			4	48.00	43.20
	(1YFD2)			1	85.00	76.50
DS1 1.544 Mbps	(TUTEX)	[REDACTED]	[REDACTED]	1	122.45	110.21
	(1YFD3)			22	264.00	237.60
	(1YFD3)			1	85.00	76.50
DS1 1.544 Mbps	(TUTEX )	[REDACTED]	[REDACTED]	1	122.45	110.21
	(1YFD4)			35	420.00	378.00
	(1YFD4)			1	85.00	76.50
	( )					
DS1 1.544 Mbps	(TUTEX )	[REDACTED]	[REDACTED]	1	122.45	110.21
	(1YFD3)			22	264.00	237.60
	(1YFD3)			1	85.00	76.50
DS1 1.544 Mbps	(TUTEX)	[REDACTED]	[REDACTED]	1	122.45	110.21
	(1YFD3)			22	264.00	237.60
	(1YFD3)			1	85.00	76.50

**QWEST CORPORATION ADMINISTRATIVE RETAIL SERVICES AGREEMENT  
QC INTERSTATE PRIVATE LINE TRANSPORT SERVICES  
F.C.C. No. 1 PRICING FLEXIBILITY SERVICE EXHIBIT**

Service (TYPE / BANDWIDTH)	Service Component (USOC)	ADDRESS OF LOCATION A	ADDRESS OF LOCATION Z	QTY	FCC1 Tariff MRC	Contract Tariff MRC
DS1 1.544 Mbps	(TUTEX)	[REDACTED]	[REDACTED]	1	122.45	110.21
	(1YFD4)			11	132.00	118.80
	(1YFD4)			1	85.00	76.50
DS1 1.544 Mbps	(TUTEX)	[REDACTED]	[REDACTED]	1	122.45	110.21
	(1YFD3)			23	276.00	248.40
	(1YFD3)			1	85.00	76.50
DS1 1.544 Mbps	(TUTEX)	[REDACTED]	[REDACTED]	1	122.45	110.21
	(1YFD4)			27	324.00	291.60
	(1YFD4)			1	85.00	76.50
DS1 1.544 Mbps	(TUTEX)	[REDACTED]	[REDACTED]	1	102.53	92.28
	(1YFD3)			12	144.00	129.60
	(1YFD3)			1	85.00	76.50
DS1 1.544 Mbps	(TUTEX)	[REDACTED]	[REDACTED]	1	122.45	110.21
	(1YFD3)			22	264.00	237.60
	(1YFD3)			1	85.00	76.50
DS1 1.544 Mbps	(FLQRX)	[REDACTED]	[REDACTED]	1	140.00	126.00
	(FLQRX)			1	140.00	126.00
	(1YFD2)			1	85.00	76.50
	(1YFD2)			5	60.00	54.00
DS1 1.544 Mbps	(FLQRX)	[REDACTED]	[REDACTED]	1	130.00	117.00
	(FLQRX)			1	140.00	126.00
	(1YFD3)			1	85.00	76.50
	(1YFD3)			7	84.00	75.60
DS1 1.544 Mbps	(FLQRX)	[REDACTED]	[REDACTED]	1	130.00	117.00
	(FLQRX)			1	140.00	126.00
	(1YFD2)			1	85.00	76.50
	(1YFD2)			7	84.00	75.60
DS1 1.544 Mbps	(FLQRX)	[REDACTED]	[REDACTED]	1	130.00	117.00
	(FLQRX)			1	130.00	117.00
DS1 1.544 Mbps	(FLQRX)	[REDACTED]	[REDACTED]	1	130.00	117.00
	(FLQRX)			1	130.00	117.00
DS1 1.544 Mbps	(FLQRX)	[REDACTED]	[REDACTED] AZ	1	140.00	126.00
	(FLQRX)			1	140.00	126.00

**QWEST CORPORATION ADMINISTRATIVE RETAIL SERVICES AGREEMENT  
QC INTERSTATE PRIVATE LINE TRANSPORT SERVICES  
F.C.C. No. 1 PRICING FLEXIBILITY SERVICE EXHIBIT**

<b>Service (TYPE / BANDWIDTH)</b>	<b>Service Component (USOC)</b>	<b>ADDRESS OF LOCATION A</b>	<b>ADDRESS OF LOCATION Z</b>	<b>QTY</b>	<b>FCC1 Tariff MRC</b>	<b>Contract Tariff MRC</b>
	(1YFD2)			1	85.00	76.50
	(1YFD2)			8	96.00	86.40
DS1 1.544 Mbps	(FLQRX)	██████████ ██████████	██████ ██████ ██████████	1	110.40	99.36
	(FKQRX)			1	102.53	92.28
	(1YFD2)			1	85.00	76.50
	(1YFD2)			7	84.00	75.60
DS1 1.544 Mbps	(TUTEX)	██████████ ██████████	██████ ██████ ██████████	1	110.40	99.36
	(TUTEX)			1	102.53	92.28
	(1YFD2)			1	85.00	76.50
	(1YFD2)			7	84.00	75.60
DS1 1.544 Mbps	(TUTEX)	██████████ ██████████	██████████ ██████████ ██████	2	220.80	198.72
	(1YFD3)			1	85.00	76.50
	(1YFD3)			24	288.00	259.20
DS1 1.544 Mbps	(TUTEX)	██████████ ██████████	██████ ██████ ██████	1	110.40	99.36
	(TUTEX)			1	102.53	92.28
	(1YFD2)			1	85.00	76.50
	(1YFD2)			7	84.00	75.60
DS1 1.544 Mbps	(FLQRX)	██████████ ██████████ ██████████	██████████ ██████████ ██████████	1	150.00	135.00
	(FLQRX)			1	140.00	126.00
	(1YFD2)			1	85.00	76.50
	(1YFD2)			5	60.00	54.00
DS1 1.544 Mbps	(FLQRX)	██████████ ██████████ ██████████	██████████ ██████████ ██████████	1	150.00	135.00
	(FLQRX)			1	140.00	126.00
	(1YFD2)			1	85.00	76.50
	(1YFD2)			5	60.00	54.00



**QWEST CORPORATION ADMINISTRATIVE RETAIL SERVICES AGREEMENT  
QC INTERSTATE PRIVATE LINE TRANSPORT SERVICES  
F.C.C. No. 1 PRICING FLEXIBILITY SERVICE EXHIBIT**

iLink No:  
AQCB Contract No:

**1. General; Definitions.** Customer hereby orders QC interstate Private Line Transport Service(s) ("Service") under this service exhibit ("Service Exhibit"). QC is offering Service pursuant to pricing flexibility granted by QC's Federal Communication Commission ("FCC") Tariff Number 1 ("FCC1 Tariff") whereby QC may provide competitive pricing for certain interstate Services available in the Metropolitan Statistical Areas ("MSA") and wire centers specified in Section 23 of the FCC1 Tariff. The Customer acknowledges that, pursuant to the above FCC requirements, in order to offer the discounts hereunder to Customer, QC is required to file a summary of this Service Exhibit and Pricing Attachment, and any subsequent amendments or addenda as a "Contract Tariff" with the FCC. As such, an amendment in writing and signed by authorized representatives of both parties is required to add, move, or modify Service. At the request of the FCC, this Service Exhibit (in addition to the Contract Tariff) will be filed with the FCC by either party upon notification to the other party. Customer understands and agrees that except for any specific discounts and/or rates set forth herein, Service will be governed by and provided pursuant to the terms and conditions, including, but not limited to minimum service period and termination liability (as applicable), in the FCC1 Tariff. Capitalized terms not defined herein are defined in the Agreement or the FCC1 Tariff.

"Contract Tariff Effective Date" means the effective date of the Contract Tariff filed by QC with the FCC.

"Pricing Attachment" means the document containing eligibility requirements, Rates, Service Term and other location-specific information, which is incorporated by reference and made a part of this Service Exhibit.

"Rates" means the MRCs and NRCs for the Service.

"Service Term" means the term length for Service on the Pricing Attachment(s), which will commence on the Contract Tariff Effective Date.

**2. Service.**

**2.1 Description.** QC will provide and maintain Service at the location(s) set forth in Exhibit 2 of the Pricing Attachment. Service must be located in MSAs and wire centers specified in Section 23 of the FCC1 Tariff which are eligible for Phase I and/or Phase II Pricing Flexibility as defined in FCC1 Tariff.

**2.2 Service Installation.** QC will notify Customer of the date that Service is available for use. In the event Customer informs QC that it is unable or unwilling to accept Service at such time, the subject Service will be held available for Customer for a period not to exceed 30 business days from such date ("Grace Period"). If after the Grace Period, Customer still has not accepted Service, QC may either: (a) commence with regular monthly billing for the subject Service; or (b) cancel the subject Service. If Customer cancels an order for Service prior to the date the Service is available for use, or is unable to accept the Service during the Grace Period and QC cancels the Service at the end of the Grace Period, the cancellation charges set forth in the FCC1 Tariff may apply.

**3. Exhibit/Service Term; Termination.**

**3.1 Exhibit/Service Term.** This Service Exhibit will begin on the Effective Date of the Agreement (or an amendment to the Agreement if Customer adds this Service Exhibit after the Effective Date of the Agreement) and will continue until the expiration or cancellation of the last to expire (or cancel) Service ("Exhibit Term"). The Service Term for each Service will be indicated on a Pricing Attachment. Each Service ordered will have its own Minimum Service Period. At the conclusion of the Service Term, the MRC will revert to the month-to-month rate in the Tariff, unless Service is renewed for a new Service Term on a Pricing Attachment or new agreement.

**3.2 Termination.** Customer understands that if Customer disconnects Service for reasons other than default by QC, in whole or in part, after Service is installed, but prior to the completion of the Service Term, the FCC1 Tariff's termination charges apply. Such termination charges will be based upon the Contract Tariff rates provided hereunder.

**4. Charges.** Charges for the Service will be as set forth in Exhibit 1 of the Pricing Attachment. The FCC1 Tariff MRCs after any discounts will be used to calculate Contributory Charges. The Service is not entitled to the QTA Discount. Customer will not be eligible for any discounts or promotions other than those specifically set forth herein. Such promotions will not be effective unless the applicable promotion term sheet is appended to this Service Exhibit.



**QWEST CORPORATION ADMINISTRATIVE RETAIL SERVICES AGREEMENT  
 QC INTERSTATE PRIVATE LINE TRANSPORT SERVICES  
 F.C.C. No. 1 PRICING FLEXIBILITY SERVICE EXHIBIT**

**EXHIBIT 1  
 PRICING FLEXIBILITY PLAN**

**AQCB Contract Number:** \_\_\_\_\_

**Service.** Customer orders and QC will provide one DS3 circuit at the location(s) specified on Exhibit 2 of this Pricing Attachment.

**Eligibility.** In order for Customer to qualify for FCC pricing flexibility under this Pricing Attachment, Customer must sign a new 2 year QC Administrative Retail Agreement that includes the following services: ISDN PRS and DSS, Qwest Line Volume Agreement, Qwest Single Line ISDN Services, Interstate DS1 and DS3 Private Line..

**Service Term:** 24 months

**Discount.** Customer will receive a 10% discount off the FCC1 Tariff MRC for the Service component(s) specified below. The FCC1 Tariff MRC and FCC1 Tariff NRC for Service reflect the rates currently in effect in the FCC1 Tariff as of the Effective Date, prior to the application of any discounts:

Service / USOC	FCC1 Tariff Rates		Contract Tariff Rates (After application of discount)	
	FCC1 Tariff MRC	FCC1 Tariff NRC*	MRC	NRC*
DS3 Interstate Service (see below for USOCs)	\$2,978.00	\$0.00	<b>\$2,680.20</b>	<b>NO DISCOUNT APPLICABLE</b>
<b>Total:</b>	\$2,978.00	\$0.00	<b>\$2,680.20</b>	<b>NO DISCOUNT APPLICABLE</b>
*NRCs for Service cannot be rate stabilized and as such any additions or changes to Service will incur the then-current FCC1 Tariff NRC. NRCs will not be charged for Services that are already installed .				
<input type="checkbox"/> If checked, Customer hereby certifies that Service qualifies for exemption of the special access surcharge in accordance with the FCC1 Tariff under exemption category _____. Written notification will be provided to QC at such time the exemption is no longer applicable due to changes or termination of any Service.				



**QWEST CORPORATION ADMINISTRATIVE RETAIL SERVICES AGREEMENT  
 QC INTERSTATE PRIVATE LINE TRANSPORT SERVICES  
 F.C.C. No. 1 PRICING FLEXIBILITY AGREEMENT**

**PRICING ATTACHMENT**



**EXHIBIT 2  
 SERVICE LOCATIONS/DETAILS**

<b>Service (TYPE / BANDWIDTH)</b>	<b>Service Component (USOC)</b>	<b>ADDRESS OF LOCATION A</b>	<b>ADDRESS OF LOCATION Z</b>	<b>QTY</b>	<b>FCC1 Tariff MRC</b>	<b>Contract Tariff MRC</b>
DS3 44.736 Mbps	(FAWB3)	[REDACTED] E   [REDACTED]	[REDACTED] [REDACTED]	1	\$338.00	\$304.20
	(XSB3X)			1	\$1,050.00	\$945.00
	FMC35			1	\$270.00	\$243.00
DS3	FMC35	[REDACTED] [REDACTED]	[REDACTED] [REDACTED]	1	\$270.00	\$243.00
	(XSB3X)			1	\$1,050.00	\$945.00

**QWEST CORPORATION ADMINISTRATIVE RETAIL SERVICES AGREEMENT  
QC INTERSTATE PRIVATE LINE TRANSPORT SERVICES PRICING PLAN ACKNOWLEDGMENT**

Acknowledgment Number: \_\_\_\_\_

**1. General; Definitions.** Customer hereby orders from Qwest the Qwest Interstate Access Service ("Service") indicated below ("Acknowledgment"). Customer understands and agrees that Qwest provides Service solely under the regulations, rates, and charges of Tariff, as defined herein. Service is subject to the Credit Allowance for Service Interruptions in the Tariff which provides Customer's sole and exclusive remedy for interruptions of any kind to the Service.

"Plan Term" means the 24 month term length for Service.

"Rates" means monthly and nonrecurring charges.

"Tariff" means the the regulations, rates, and charges of Interstate Access Tariff F.C.C. No. 1.

**SERVICE REQUESTED**

**(Choose one Service per form)**

ANALOG/DATA SERVICES	VIDEO DATA SERVICES	HIGH CAPACITY SERVICES
<input type="checkbox"/> Analog Private Line Service <input type="checkbox"/> Analog Voice Grade (Select Plan) <input type="checkbox"/> SVDS / (Select Speed) <input type="checkbox"/> Digital Data / (Select Speed)	<input type="checkbox"/> Broadcast Video Service	<input checked="" type="checkbox"/> DS Level DS1/1.544 Mbps
Provide Service between _____ and _____ (Qwest will provide and maintain the Service at the locations and quantities as requested by Customer and evidenced by Qwest records, hereby incorporated by reference.) Billing No. _____ Circuit ID _____ Optional Features: (Insert any optional features ordered such as SHARP, COMMAND A LINK, etc.) Comments: (Insert any special instructions/notes)		
<input type="checkbox"/> If checked, additional Service information is attached to this Acknowledgment, however, attachments will not add to or change the regulations, rates, terms, and/or charges of the Tariff. <input checked="" type="checkbox"/> If checked, Customer hereby certifies that Service listed above qualifies for exemption of the Private Line Surcharge in accordance with the Tariff under exemption category E6. Written notification will be provided to Qwest at such time the exemption is no longer applicable due to changes or re-termination of any Service.		

**RATE PLAN**

The following Rates for Service reflect the Rates currently in effect in the Tariff. Customer understands the actual Rates will be the Rates in effect in the Tariff on the first date of installation of Service, or for existing Service, the date the service order is completed by Qwest. Customer will also pay Qwest all applicable taxes, usual and customary surcharges, and all government imposed fees and charges that relate to the Service or installation rendered hereunder, excluding the Private Line Surcharge, if Customer qualifies, and if that box is appropriately checked on this Acknowledgment.

**Total Monthly Rate: \$816.99 as of 9/9/09    Total Nonrecurring Rate: \$0.00 as of 9/9/09**

Customer has selected a Pricing Plan ("Plan") which protects the Monthly Recurring Rate from Qwest initiated Rate increases during the Plan Term. Customer understands that if Customer disconnects Service, in whole or in part, prior to the completion of the Plan Term, the Tariff's termination liability charges may apply. If Customer: (a) cancels an order for Service prior to the date Service is available for use; or (b) is unable to accept Service within 30 business days after the original service date, the Tariff's cancellation charges may apply. Qwest may assess a separate dispatch fee for Customer-requested technician visits for problems not caused by Qwest facilities or equipment. Any requested repairs of Customer's facilities or equipment are not included in the dispatch fee and will be charged on a time-and-materials basis. Customer will provide or secure at Customer's expense the following items necessary for Qwest to install, operate, or maintain Service and associated Qwest equipment (if any) on Customer's side of the demarcation point: (a) appropriate space and power; and (b) rights or licenses. These items may include, for example, rights to use or install pathways, shafts, risers, conduits, telephone closets, interior wiring, service areas, racks, cages, and utility connections or entries required to reach points of termination.

Customer has chosen a Plan based on a specific term commitment and as such understands the rates provided herein are based upon Customer completing an entire Plan Term for the subject Service; therefore, ANY ADDITIONS TO SERVICE WILL REQUIRE A NEW ACKNOWLEDGMENT FORM DESIGNATING THE APPLICABLE PLAN TERM.

**QWEST CORPORATION ADMINISTRATIVE RETAIL SERVICES AGREEMENT  
 QC INTERSTATE PRIVATE LINE TRANSPORT SERVICES PRICING PLAN ACKNOWLEDGMENT**

Agreement Number: \_\_\_\_\_

**QWEST CIRCUIT INVENTORY**

BILLING TELE- PHONE NO. (BTN)	ADDRESS/CIRCUIT ID	CIRCUIT TYPE	QTY. or Channel Terminations	Surcharge Exemption Code, if applicable *
[REDACTED]	[REDACTED]	DS1	2	E6
[REDACTED]	[REDACTED]	DS1	2	E6

\* Customer hereby certifies that Service qualifies for exemption of the Private Line Surcharge in accordance with the Tariff. Written notification will be provided to Qwest at such time the exemption is no longer applicable due to changes or re-termination of any Service.