

[Back to Current Transactions](#)

**SERVICES AGREEMENT
BETWEEN
QWEST LD CORP.
AND
QWEST CORPORATION**

TABLE OF CONTENTS

ARTICLE 1	DESCRIPTION OF SERVICES	3
ARTICLE 2	TERM	4
ARTICLE 3	BILLING	4
ARTICLE 4	INDEPENDENT CONTRACTORS	5
ARTICLE 5	CONFIDENTIAL AND PROPRIETARY INFORMATION	5
ARTICLE 6	INDEMNIFICATION	5
ARTICLE 7	LIMITATION OF LIABILITY	6
ARTICLE 8	REGULATORY SUPPORT	6
ARTICLE 9	COMPLIANCE WITH LAWS	6
ARTICLE 10	NOTICES	7
ARTICLE 11	DISPUTE RESOLUTION	7
ARTICLE 12	PUBLICITY	8
ARTICLE 13	MISCELLANEOUS	9

EXHIBIT

FORM OF AFFILIATE TRANSACTION TASK ORDER	11
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**SERVICES AGREEMENT
BETWEEN
QWEST LD CORP.
AND
QWEST CORPORATION**

THIS SERVICES AGREEMENT ("Agreement") is made as of the 11th day of September, 2002 by and between:

Qwest LD Corp. (hereinafter "QLDC") and:

Qwest Corporation (hereinafter "Qwest Corp")

The parties agree as follows:

**ARTICLE 1
DESCRIPTION OF SERVICES**

- A. QLDC agrees to provide services as required from time to time by Qwest Corp in the ordinary course of its business ("Services"). The Services shall be documented in a separate task order (each a "Task Order" and each of which shall be automatically incorporated herein by reference), and Qwest Corp agrees to pay for the Services as set forth in this Agreement and in the applicable Task Order. Services may be added or deleted upon consent of both parties, as evidenced in a written amendment to this Agreement (which amendment may be in the form of a new Task Order or an amendment to an existing Task Order). In the event of a conflict between the terms of this Agreement and any applicable Task Order, the terms of the Task Order shall prevail. Notwithstanding the above, QLDC shall in no way be expected or required to add Services to this Agreement unless QLDC makes an independent determination that such additions are acceptable to QLDC. Moreover, if a particular case arises that, in QLDC's sole discretion, creates a conflict between QLDC or any of QLDC's affiliated or subsidiary companies, and Qwest Corp relating to the Services requested by Qwest Corp, QLDC shall promptly notify Qwest Corp of such conflict, and the parties shall attempt in good faith to resolve such conflict to their mutual satisfaction. In the event that no such accord can be reached in a particular matter, QLDC reserves the right to refrain from performing any service in conflict with QLDC's, or any of its affiliates' or subsidiaries', positions on such issue or matter.
- B. The Task Order shall include at a minimum the following information:
- Description/Location of Service/s Requested
 - Dates of Commencement and Completion of Service/s Requested
 - Units and Price per Unit for Requested Service/s
 - Costing Methodology
 - Expected Frequency
 - Special Equipment, if required
 - Numbers (range) and type of personnel in work group to perform functions.
- C. The parties shall comply with the Qwest Corporation Technology Fair Compensation Policy when Services requested include technical information, software, inventions, functional specifications, and other researched or developed products or Services.

ARTICLE 2
TERM

This Agreement shall become effective as of September 11, 2002 and will remain in full force and effect until terminated by either party upon thirty (30) calendar days prior written notice to the other party. Termination of this Agreement will also constitute termination of all Task Orders attached hereto then in effect. Either party may terminate an individual Task Order hereto, as provided in such Task Order, without terminating this Agreement in its entirety or any other Task Orders then in effect. If this Agreement is terminated prior to the completion of any Services as set forth in an applicable Task Order, Qwest Corp shall pay for all charges billed and owing to QLDC for Services performed up to and including the date of termination, provided Services performed are in accordance with the terms and conditions of this Agreement. QLDC shall complete any such work in progress prior to the termination of the Agreement, and QLDC shall perform such services in accordance with the terms and conditions of this Agreement.

ARTICLE 3
BILLING

- A. QLDC shall submit invoices to Qwest Corp for Services provided in accordance with the terms and conditions of this Agreement on a monthly basis unless otherwise specified in the applicable Task Order. Qwest Corp shall notify QLDC of the address to which invoices are to be sent.
- B. Invoices shall include the following billing information as a minimum:
1. Invoice number
 2. Payment due date
 3. Date of Service
 4. Description of charges
 5. Applicable taxes
 6. Total charge
- C. Unless otherwise set forth in the applicable Task Order, payment of invoiced amounts that are undisputed or uncontested shall be remitted in full within thirty (30) calendar days after receipt of the invoice. Any amount billed and uncontested as of the 30th day from receipt of the invoice shall be construed to be a proper charge to the bill recipient. Late payment charges shall be accrued at the current Internal Revenue Service ("IRS") rates or the highest rate allowed by applicable law, whichever is lower, for any invoices not remitted in full within thirty (30) days after receipt.
- D. Should the bill recipient dispute any portion of the monthly billing under this Agreement, the disputing party will notify the other party in writing within thirty (30) days of the receipt of such billing, identifying the amount and details of such dispute. The disputing party shall pay all non-disputed amounts due. If the disputed charges have been withheld and the dispute is resolved in favor of the disputing party, the billing party shall credit the bill of the disputing party for the amount of the disputed charges. If the dispute is resolved in favor of the billing party, the withholding party shall pay the disputed amount and applicable late payment charges.
- E. If, for any reason, invoices are not issued in a timely manner for services provided, late payment charges will be billed for the time between when the invoice should have been issued for the Services provided and when the invoice for those Services is issued.

ARTICLE 4
INDEPENDENT CONTRACTOR

QLDC hereby declares and agrees that it is engaged in an independent business and will perform its obligations under this Agreement as an independent contractor and not as the agent or employee of

Qwest Corp; that QLDC does not have the authority to act for Qwest Corp or to bind Qwest Corp in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of Qwest Corp; that any persons provided by QLDC shall be solely the employees or agents of QLDC under its sole and exclusive direction and control. QLDC and its employees or agents are not entitled to Qwest Corp's unemployment insurance benefits as a result of performing under this Agreement. QLDC shall be solely responsible for all matters relating to payment of its employees and agents, including compliance with worker's compensation, unemployment, disability insurance, social security withholding, and all other federal, state and local, rules and regulations. QLDC shall indemnify and hold Qwest Corp harmless from any causes of action arising out of QLDC's liability to its employees or agents.

ARTICLE 5

CONFIDENTIAL AND PROPRIETARY INFORMATION

- A. Except as provided herein, any specifications, diagrams, sketches, models, examples, tools, computer or other apparatus, programs, software, technical or business information, or any other information, written, oral or otherwise (all hereinafter collectively referred to as "Information"), furnished by one party (hereinafter referred to as the "Disclosing Party") to the other party (hereinafter referred to as the "Receiving Party") under this Agreement or in contemplation of this Agreement will remain the property of the Disclosing Party. All copies of such information will be returned to the Disclosing Party upon request. Unless such information: (i) was previously known to the Receiving Party free of any obligation to keep it confidential; (ii) has come into the public domain through no fault of the Receiving Party; or (iii) is subsequently made public by the Disclosing Party, it will be kept confidential by the Receiving Party and used only for the purpose of performing under this Agreement.
- B. It is understood that the Receiving Party may be required to furnish Information to judicial, regulatory or administrative bodies. In such an event, the Receiving Party will promptly notify the Disclosing Party of such requirement and will cooperate with the Disclosing Party should the Disclosing Party desire to seek a protective order to prevent the public disclosure of its Information.
- C. The Services provided under the terms of this Agreement are subject to the limitation that confidential information of or obtained by or from Qwest Corp may only be provided to or received by QLDC under a work order on a non-discriminatory basis. Each party to this Agreement is responsible for ensuring that affiliates of Qwest Corp and QLDC understand that they are also bound by this limitation. Customer proprietary network information ("CPNI") is not subject to the non-discrimination obligation, but is subject to the regulatory requirements concerning the sharing and use of such information.

ARTICLE 6

INDEMNIFICATION

- A. Each party agrees to indemnify and hold harmless the other party and its shareholders, directors, officers, and employees (collectively the "Indemnitees") and each of them from and against any loss, costs, damages, claims, expenses (including attorneys' fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person, damage to or destruction or loss of any property or any other damages of any kind arising out of, resulting from, or in connection with (i) the performance or nonperformance of the Services contemplated by this Agreement which is caused in whole or in substantial part by an act, omission, default, or negligence of the party or its employees, or regardless of whether the party's liability would otherwise be limited to payments under state worker's compensation or similar laws, or (ii) the failure of the party to comply with any of the terms and conditions herein or the failure to conform to statutes, ordinances, or other regulations or requirements or any governmental authority in connection with the performance of the Services provided for in this Agreement, including actions brought by the party's employees under worker's compensation or similar laws.

- B. Each party further agrees to indemnify and hold harmless the Indemnitees against (i) any and all penalties imposed on account of the violation of any law, ordinance, order, rule, regulation, condition, or requirement, in any way related, directly or indirectly, to each party's performance hereunder, compliance with which is left by this Agreement to each party and (ii) any and all claims, liens and/or suits for labor and materials furnished at the party's request.
- C. Each party shall, at its own costs, expense, and risk, defend any claim, suit, action or other legal or regulatory proceeding (collectively "action") for which that party is hereunder obligated to indemnify an Indemnitee. The responsible party shall pay and satisfy any judgment, penalty or decree which may be rendered against any of the Indemnitees in any such action and shall pay reasonable costs and reasonable attorneys' fees which may be incurred by the Indemnitees in connection therewith and/or in enforcing the indemnification provisions set forth above. Should the responsible party, in the opinion of the other party, ignore or fail to properly handle or defend any such action, the other party may, at its option, assume and undertake, or join the handling or defense of any such action, and in that event the responsible party will reimburse the other for reasonable attorneys' fees and other reasonable expenses incurred by it in handling or defending same, including any reasonable amounts paid in settlement thereof or satisfaction of any judgment rendered.

ARTICLE 7 LIMITATION OF LIABILITY

Except for each party's indemnification obligation, neither party is liable to the other for consequential, incidental, indirect, punitive or special damages, including commercial loss and lost profits, however caused and regardless of legal theory or foreseeability, directly or indirectly arising under this Agreement.

ARTICLE 8 REGULATORY SUPPORT

This Agreement shall comply with all state statutes and regulations, and QLDC shall bear the financial risk if it does not. The parties agree that to the extent QLDC is under the regulation of federal or state agencies, Qwest Corp will provide cooperation and support for QLDC's response to regulatory inquiries or discovery requests concerning this Agreement or relationships derived from this Agreement.

ARTICLE 9 COMPLIANCE WITH LAWS

- A. Each party shall obtain and maintain at its own expense all permits and licenses and pay all fees required by law with respect to any Services and/or performance of this Agreement. The parties shall, in connection with performance of any Services under this Agreement, comply with all applicable federal, state, and local laws, ordinances, rules, regulations, court orders, and governmental or regulatory agency orders ("Laws"), including, without limitation:
1. The Communications Act of 1934, as amended and all rules, regulations and orders issued in connection with that Act and this Agreement shall, to the greatest extent possible, be construed to be consistent with the same.
 2. Laws relating to non-discrimination in employment, fair employment practices, equal employment opportunity, employment opportunities for veterans, non-segregated facilities, and/or employment of the disabled, except to the extent a party is exempt therefrom; and the Laws and contract clauses required by those Laws to be made a part of this Agreement are incorporated herein by this reference.
 3. The Laws referred to in the Article entitled "Independent Contractor".

- B. QLDC acknowledges that Purchase(s) and/or Confidential Information ("Exports") may be subject to U.S. and applicable foreign export laws or regulations. QLDC shall perform its obligations under this Agreement in a manner consistent with the requirements of all applicable U.S. and all applicable foreign laws and regulations, including the U.S. export laws and regulations, the Foreign Corrupt Practices Act, and anti-boycott laws, and U.S. export laws and regulations prohibiting the unauthorized export or re-export of certain items to residents of countries listed in U.S. Export Administration Regulations.
- C. The requirements of this Article shall survive the expiration, termination or cancellation of this Agreement. All provisions of this Article shall also apply to all subcontractors, and similar terms shall be included in all QLDC's contracts with subcontractors.

ARTICLE 10
NOTICES

Where written notices, demands, or other communications are required under this Agreement, they shall be deemed duly given when made in writing and delivered to the other party's address listed below. Addresses may be changed by written notice to the other party. Notices shall be delivered by hand, overnight courier service or certified mail, return receipt requested. Notification will be deemed to have taken place upon delivery, if delivery is by hand, overnight courier service or five (5) calendar days after posting if sent by certified mail.

Qwest Corporation
Attention: Contract Specialist
Contract Development & Services
7800 E. Orchard Road, Suite 250
Englewood, CO 80111-2526

Qwest LD Corp.
Attention: President
1801 California Street
Denver, CO 80202

ARTICLE 11
DISPUTE RESOLUTION

- A. Any claim, controversy or dispute which arises between the parties, their agents, employees, officers, directors or affiliates ("Dispute") which the parties are unable to settle through consultation and negotiation (including mutually agreed upon non-binding mediation) will be settled by binding arbitration, which will be conducted in accordance with the Judicial Arbitration and Mediation Services ("JAMS") Comprehensive Arbitration Rules. Either party may initiate arbitration by providing written demand for arbitration to JAMS (with a copy to the other party), a copy of this Agreement and the administrative fee required by JAMS. The written demand for arbitration shall be sufficiently detailed to permit the other party to understand the claim(s) and identify witnesses and relevant documents. The remaining cost of the arbitration, including arbitrator's fees, shall be shared equally by the parties; provided, however, each party shall bear the cost of preparing and presenting its own case (including its own attorneys' fees). The arbitrability of claims shall be determined under the Federal Arbitration Act, 9 USC Secs. 1-16. Notwithstanding the foregoing, the parties may cancel or terminate this Agreement in accordance with its terms and conditions without being required to follow the procedures set forth in this Article.
- B. A single arbitrator engaged in the practice of law, who is knowledgeable about the subject matter of this Agreement and the matter in Dispute, shall conduct the arbitration under the JAMS rules then in effect, except as otherwise provided herein. The arbitrator shall be selected in accordance with JAMS procedures from a list of qualified people maintained by JAMS. The arbitration shall be conducted in Denver, Colorado, and all expedited procedures prescribed by the JAMS rules shall apply. The laws of Colorado shall govern the construction and interpretation of this Agreement. The arbitrator's decision and award shall be final, conclusive and binding, and

judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

- C. Either party may request from the arbitrator injunctive relief to maintain the status quo until such time as the arbitration award is rendered or the Dispute is otherwise resolved. The arbitrator shall not have authority to award punitive damages. Each party shall bear its own costs and attorneys' fees, and the parties shall share equally the fees and expenses of the mediator and arbitrator.
- D. If any party files a judicial or administrative action asserting claims subject to arbitration, as prescribed herein, and another party successfully stays such action and/or compels arbitration of said claims, the party filing said action shall pay the other party's costs and expenses incurred in seeking such stay and/or compelling arbitration, including reasonable attorneys' fees.
- E. QLDC agrees that in the event of any Dispute between the parties, it will continue to provide Services without interruption.

ARTICLE 12 **PUBLICITY**

Neither party shall: (a) issue any press release or other public announcement regarding this Agreement or any relation between QLDC and Qwest Corp; or (b) use the name, trademarks or other proprietary identifying symbol of the other party or its affiliates, without such other party's prior written consent. In the case of a press release or other public announcement, such prior written consent may only be provided by authorized representatives of such party's Legal and Corporate Communications departments. Each party shall, in addition to any other available remedies at law or equity, have the right to terminate this Agreement and any other agreements between the parties if the other party violates this provision.

ARTICLE 13
MISCELLANEOUS

- A. Severability. Any term or provision of this Agreement which is held to be invalid, void, unenforceable or illegal will in no way affect, impair or invalidate the remaining terms or provisions, which will remain in full force and effect, consistent with the original intent of the parties. However, if such provision is an essential element of the Agreement, the parties shall promptly attempt to negotiate a substitute therefore.
- B. Assignment. This Agreement shall be binding on the parties and their respective affiliates, successors, and assigns. Neither party may assign, sell or transfer this Agreement or the right to provide or receive the Services provided hereunder, whether by operation of law or otherwise, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the above, QLDC in its sole discretion, may propose to assign or subcontract to independent third parties some or all of the Services requested by Qwest Corp: 1) in the event resources, conflicts or other limitations preclude QLDC from directly providing the requested Services using internal resources; or 2) if QLDC and Qwest Corp jointly agree that the Service in question can be better provided by a particular assignee or subcontractor. In any case, Qwest Corp may elect to accept the services of the proposed assignee or subcontractor, or may decide to undertake the services and/or functions itself.
- C. Amendments. This Agreement and any Task Order may be amended only by written agreement executed by both parties.
- D. Governing Law. This Agreement, including all matters relating to the validity, construction, performance and enforcement thereof, shall be governed by the laws of Colorado without giving reference to its principles of conflicts of law.
- E. Waiver. Neither the waiver by either of the parties hereto of a breach or a default under any provisions of this Agreement, nor the failure of the parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder shall be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any such provisions, right, or privileges hereunder.
- F. Force Majeure. Each party shall be excused from performance under this Agreement (except with respect to payment obligations for Services already rendered) for any period, and the time of any performance shall be extended, to the extent reasonably necessary under the circumstances if such party is prevented from performing, in whole or in part, its obligations under this Agreement as a result of acts or omissions by a third party or any act of God, any outbreak or escalation of hostilities, war, civil disturbance, court order, labor dispute, act of terrorism, or any other cause beyond such party's reasonable control. Such nonperformance on the part of either party shall not be considered a default under the this Agreement or a ground for termination of this Agreement, provided that the party whose performance has been excused performs such obligations as soon as is reasonably practicable after the termination or cessation of such event or circumstance.
- G. Section Headings. The heading of sections and subsections used in this Agreement are for convenience only and are not part of its operative language. They shall not be used to affect the construction of any provisions in this Agreement.
- H. No Third Party Beneficiaries. The representations, warranties, covenants and agreements of the parties set forth in this Agreement are not intended for, nor shall they be for the benefit of or enforceable by, any person not a party hereto.

- I. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that both parties need not sign the same counterpart.
- J. Entire Agreement. This Agreement integrates and sets forth the entire understanding and supersedes any prior agreements between the parties relating to the subject matter contained herein and merges all prior discussions between them, and neither party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the party to be bound thereby.

Qwest LD Corp.

Qwest Corporation




Signature

Signature

Judith L. Brunsting
Name Printed or Typed

Charles A. Josenhans
Name Printed or Typed

President
Title

Senior Vice President
Title

09/20/02
Date

09/20/02
Date

SUMMARY OF SECTION 272 AFFILIATE TRANSACTIONS

TASK ORDER

Task Order Title

Original Summary of Services

Amendment ()

For services provided from Qwest LD Corp., a Section 272 affiliate, to Qwest Corporation.

Description of Services Provided:

Effective Date:

Termination Date:

Specific termination date:

Ongoing transactions until cancelled in accordance with Master Services Agreement provision

Special Equipment Used in Providing Service:

Number of Personnel Used to Provide Each Service: See Pricing Addendum

Type/Title of Personnel Providing Each Service: See Pricing Addendum for Titles of Personnel

Estimated Length of Time to Complete Transaction (for specific projects only):

Expected Frequency of Services Provided: See Pricing Addendum

Pricing: See Pricing Addendum for the actual prices charged.

Approved By:

Qwest LD Corp.

Qwest Corporation

Signed: _____

Signed: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Comments: