

Qwest Corporation
Law Department
(612) 672-8905-Phone
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Jason D. Topp
Corporate Counsel



May 24, 2007

Patricia Van Gerpen
Executive Director
South Dakota Public Utilities Commission
500 East Capitol Avenue
Pierre, SD 57501

**Re: Business Escalation Agreement between Qwest and
Verizon Business Network Services, Inc.**

Dear Ms. Van Gerpen:

We are filing this Business Escalation Agreement (“Agreement”) between Qwest Services Corporation and its affiliates, including Qwest Corporation (“Qwest”), and Verizon Business Network Services, Inc., and its affiliates, pursuant to Section 252 of the Telecommunications Act. The purpose of this Agreement is, generally, to improve the business-to-business relations between the parties and agree to resolve business issues through standard escalation processes.

Please note that the Agreement addresses a broad array of issues that would be subject to its escalation procedures. Even though the Agreement carves out disputes under the existing interconnection agreement, it could pertain to certain services offered pursuant to Section 251 of the Act. Thus, Qwest believes that the Agreement reflects changes and additions to its existing interconnection agreement with Verizon, and it is appropriate to file this Agreement pursuant to Section 252 filing requirements.

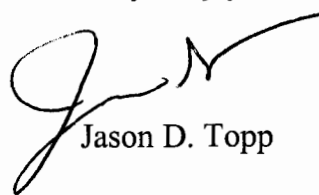
Contact information for Verizon Business Network Services, Inc. is as follows:

Patricia Van Gerpen
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Paul Collins
Associate Counsel
Verizon Business
22001 Loudoun County Parkway
Ashburn, VA 20147

Michael A. Beach
Executive Director
Carrier Cost Management
Verizon Business
6415 Business Center Drive
Highlands Ranch, CO 80130

Very truly yours,



Jason D. Topp

JDT/bardm

Enclosure

cc: Paul Collins
Michael A. Beach
Colleen Sevoid

BUSINESS ESCALATION AGREEMENT

This Business Escalation Agreement ("Agreement") is entered into this 4th day of April, 2007, by and between Qwest Services Corporation and its affiliates ("Qwest") and Verizon Business Network Services, Inc. (as successor in interest to MCI WORLDCOM Network Services, Inc.) and its affiliates MCI Communications Services, Inc. and MCImetro Access Transmission Services LLC ("MCI"), , for consideration of the mutual promises herein and other good and valuable consideration. The parties agree to: (1) arrange Executive-Level meetings as necessary between executives of each company to address unresolved and/or anticipated business issues; and (2) establish and follow escalation procedures designed to facilitate and expedite business-to-business dispute solutions.

1. EXECUTIVE-LEVEL MEETINGS

The parties agree to continue to attend and participate in executive meetings as necessary, the purpose of which will be to address and discuss issues, open items or disputes, and future business needs. The participants in the meeting will include executives from both companies at the executive director and/or above level.

2. BUSINESS ESCALATION PROCEDURES

The parties wish to establish an improved business-to-business relationship and agree that they will attempt to resolve business issues that may arise between them, in accordance with the escalation procedures set forth herein. The parties agree, subject to any subsequent written agreement between the parties, to: (1) utilize the following escalation process and time frames to resolve such disputes; (2) commit the time, resources and good faith necessary to meaningful dispute resolution; (3) grant to one another, at the request of the other party, reasonable extensions of time at Levels 1 and 2 of the dispute resolution process to facilitate a business resolution.

Level	Participants	Time frame for discussions
LEVEL 1	Directors	15 business days
LEVEL 2	Executive Directors	10 business days
LEVEL 3	Vice Presidents or Above	5 business days

In the event mutually agreeable resolution is not achieved, either party may seek legal, regulatory, or other relief.

3. NOTICES

Any notice requesting an escalation or meeting pursuant to this Agreement shall be made in writing and delivered by U.S. mail or facsimile to the following persons:

If to Qwest:

Steve Hansen
Vice President – Carrier Relations
24th Floor
1801 California Street
Denver, Colorado 80202

Wholesale Legal Representative
Suite 900
1801 California Street
Denver Colorado 80202

If to Verizon Business:

Michael A. Beach
Executive Director
Carrier Cost Management
6415 Business Center Drive
Highlands Ranch, CO 80130

Paul Collins
Associate Counsel
22001 Loudoun County
Parkway
Ashburn, VA, 20147

4. SCOPE OF AGREEMENT

The parties agree that the escalation procedures set forth in this Agreement do not apply to disputes arising under any interconnection agreements ("ICAs") between the parties. Such ICA disputes shall be governed by the dispute resolution terms of the ICAs rather than the terms of this Agreement.

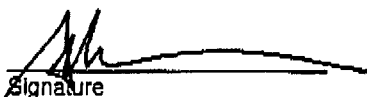
Notwithstanding the above escalation procedures, the parties expressly reserve the right to pursue legal, regulatory, and/or other relief at any time before any court, administrative agency, or other body as each party, in its sole discretion, deems appropriate or necessary to protect its interests. In the event either party avails itself of such right to relief, the other party may, to the extent feasible, accelerate the escalation process so as to reach Level 3 prior to the time at which a responsive filing would be required of that party.

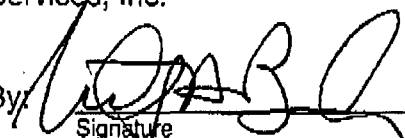
In the event either party pursues legal, regulatory, or other relief, both parties agree that they will continue to use this escalation process in an attempt to continue to seek settlement of that dispute and other disputes that may exist at that time or subsequently arise between the parties.

If the parties agree with the terms set forth above, they will each execute a copy of this Agreement in the signature spaces provided on the last page. Upon signature of both parties, the parties will be bound as of the date set forth above by the terms set forth herein, through March 31, 2010. Upon signature of both parties, this Agreement shall supersede in its entirety a certain Business Escalation Agreement entered into by the parties on February 20, 2004. This Agreement may be executed in counterparts.

Qwest Services Corporation
and its affiliates

Verizon Business Network
Services, Inc.

By: 
Signature

By: 
Signature

STEVEN HANSEN
Printed Name

Michael A. Beach
Executive Director
Carrier Cost Management

Its: VICE PRESIDENT - WHOLESALE
Title