

Qwest Corporation DBA CenturyLink QC 1600 7th Avenue, Room 1506 Seattle, Washington 98191 (206) 345-1568 Facsimile (206) 343-4040

Mark S. Reynolds Assistant Vice President Public Policy & Regulatory Affairs

December 21, 2012

Mr. David Danner, Executive Director and Secretary Washington Utilities and Transportation Commission P.O. Box 47250 Olympia, Washington 98504-7250

Attn: Betty Erdahl

RE: WAC 480-120-375 Affiliated Interest Agreement

Dear Mr. Danner:

In accordance with WAC 480-120-375, Qwest Corporation DBA CenturyLink QC is filing notification of the enclosed affiliated interest agreement between Qwest Corporation DBA CenturyLink QC (QC) and Qwest Communications Company, LLC DBA CenturyLink QCC (QCC). This is Amendment No. 37 to Wholesale Services Agreement which was filed under Docket No. UT-041379. Also enclosed is a verified statement.

Please call Frances Bendever on 303-992-4341 if you have any questions or require any additional information.

Very truly yours,

Lances Benderur
for Mark Reynolds

Enclosures

VERIFIED STATEMENT OF AFFILIATED INTEREST TRANSACTION

Qwest Corporation

WAC 480-120-375 states:

Every public service company must file a verified copy, or a verified summary, if unwritten, of contracts or arrangements with affiliated interests before the effective date of the contract or arrangement. Verified copies of modifications or amendments to the contract or arrangements must be filed before the effective date of the modification or amendment. If the contract or arrangement is unwritten, then a public service company must file a verified summary of any amendment or modification. The Commission may institute an investigation and disapprove the contract or arrangement if the commission finds the public service company has failed to prove that it is reasonable and consistent with the public interest.

Frances Bendever, Sr. Analyst of Qwest Corporation DBA CenturyLink QC certifies that the attached Amendment No. 37 to Wholesale Services Agreement describes the affiliate arrangement between Qwest Corporation DBA CenturyLink QC and Qwest Communications Company, LLC DBA CenturyLink QCC.

Frances L. Bendever

Dated at Denver this 21st day of December, 2012

AMENDMENT NO. 38 TO WHOLESALE SERVICES AGREEMENT

THIS AMENDMENT NO. 38 (this "Amendment") is by and between Qwest Communications Company, LLC dba CenturyLink QCC ("CenturyLink") and Qwest Corporation dba CenturyLink QC ("Customer") and amends the Wholesale Services Agreement between Customer and CenturyLink dated effective as of July 29, 2004, as may have been previously amended by amendment, addenda or rate change notification (the "Agreement"). This Amendment shall be effective as of the date when it has been signed by both Parties (the "Amendment Effective Date"). All capitalized terms used herein which are not defined herein shall have the definitions ascribed to them in the Agreement. The Parties hereby agree to amend the Agreement as follows:

- 1. Cancellation of Collocation Order. The Parties acknowledge that Collocation Order at 400 Tijeras Ave NW, Suite 570, Albuquerque, NM 87102, executed June 5, 2012 was created in error and that such Collocation Order is considered null and void and was never in effect.
- 2. Effective Date. This Amendment shall be effective as of the date it is executed by the last Party to execute (the "Amendment Effective date") and be deemed incorporated by reference into the Agreement; provided however, that if under applicable law, this Agreement or notice thereof must be filed with a governmental entity, including, but not limited to, a state public utility commission, this Agreement shall not become effective with respect to the jurisdiction having such requirements until such filing have occurred. In particular, this Agreement shall not be effective with respect to the State of Washington until it is filed with Washington Utilities and Transportation Commission. The terms, rates and discounts, if any, for the New Services shall be effective as of the Amendment Effective Date.
- 3. Miscellaneous. All other terms and conditions in the Agreement shall remain in full force and effect and be binding upon the Parties. This Amendment and the Agreement set forth the entire understanding between the Parties as to the subject matter herein, and in the event there are any inconsistencies between the two documents, the terms of this Amendment shall control. To the extent that the terms of any New Service exhibit are inconsistent with the terms of this Amendment or the Agreement, the terms of the New Service exhibit shall control.
- 4. Counterparts and Facsimile Signatures. This Agreement may be executed by the Parties in separate counterparts, each of which, when so executed and delivered, will be an original, but all such counterparts will together constitute one and the same Agreement. Facsimile signatures will be deemed to be, and will constitute and be treated as, an original signed document or counterpart, as applicable. CenturyLink will provide the Agreement or any amendment thereto for execution.

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

QWEST:	Customer:
QWEST COMMUNICATIONS COMPANY, LLC dba CENTURMENTAGE Warren Mickens	Qwest Corporation dba CENTURYLINK QC DocuSigned by: By:
By:6B165EDE114A4FA Warren Mickens	Name: John Ogden
Vice President, Wholesale Operations Date: 8/10/2012	Title: Vice President, Finance 8/13/2012 Date:

1. SERVICE DESCRIPTION AND RESTRICTIONS

- 1.1 CenturyLink offers collocation space and services (collectively the "Service" or "Services") pursuant to the terms and conditions of the Agreement and this Collocation Service Exhibit. The Services include the exclusive use of designated collocation space (each a "Collo Space") in buildings owned or leased by CenturyLink ("Premises"). CenturyLink provides the Services subject to the following restrictions on Customer:
 - (a) Any communications equipment put in the Collo Space must be CenturyLink approved Third Party Equipment (as defined below) or equipment owned by Customer (collectively "Customer Equipment");
 - (b) Only CenturyLink or Customer (or CenturyLink-approved third parties acting upon Customer's behalf) may place or install equipment in the Collo Space;
 - (c) Customer Equipment may only interconnect with CenturyLink facilities;
 - (d) Customer Equipment is used in connection with transmission service Customer purchases from CenturyLink under other Service Exhibits to the Agreement ("Related Services"); and
 - (e) Customer complies with all other terms and conditions set forth herein.
- 1.2 Customer's failure to comply with the preceding restrictions gives CenturyLink the right to immediately: (a) terminate all services provided hereunder; and (b) require Customer to remove all equipment from, and relinquish all access to, any Collo Space and the Premises.
- 1.3 The Service does not include the provision of local access. To obtain local access, Customer must have a separate Service Exhibit for local access.

2. OBTAINING COLLOCATION SERVICES

- 2.1 To obtain Services under this Exhibit, Customer must provide CenturyLink with its requirements for space and power, including the type of CenturyLink interface and termination. CenturyLink, in its sole discretion, will determine if the space and facilities are available. If so, CenturyLink will provide Customer a Collo Order describing, among other things, the requirements and charges for the Service.
- 2.2 If Customer agrees to the terms of the Collo Order, Customer will sign the Collo Order and send it to CenturyLink in the manner set forth in the Collo Order. All Collo Orders will become void and incapable of being accepted 30 calendar days after the Notification Date on the Collo Order. The Parties incorporate into this Exhibit, and the Agreement, by reference any Collo Order executed pursuant to this Section.
- 2.3 Upon execution of the Collo Order, CenturyLink will deliver the Service within 45 business days after the Collo Order Effective Date (as defined in the Collo Order) for all standard rack configurations. The standard rack configuration is 23" wide by 15" deep by 84" tall with a negative 48 volt 30 amp DC A&B power feed. For any nonstandard configurations, CenturyLink will deliver the Service to Customer as set forth in the Collo Order. The date CenturyLink delivers the Collo Space to Customer is the "Delivery Date".

3. RATES

3.1 CenturyLink will charge the rates in the Collo Order for any Service provisioned under this Exhibit. By signing the Collo Order, Customer agrees to pay all charges set forth in the Collo Order and acknowledges that the Collo Order becomes part of the Agreement.

4. TERM AND EARLY TERMINATION

- 4.1 The minimum term for any Service under this Exhibit will be 12 months, unless a longer period is set forth in the Collo Order, and begins upon the Delivery Date (the "Minimum Service Term"). At the expiration of the Minimum Service Term, Services will continue on a month-to-month basis (each a new "Service Term") and may be terminated by either party upon 30 days written notice to the other. Notwithstanding the foregoing, if Customer terminates all Related Services applicable to any Collo Space or Service, Customer will: (a) be deemed to have terminated that Service under this Exhibit; (b) immediately remove all customer Equipment from, and vacate, the related Collo Space and, as applicable, the Premises; and (c) pay any early Termination Charges.
- 4.2 <u>Early Termination Charges</u>. If the Customer terminates any Services for reasons other than for Cause prior to the conclusion of their Minimum Service Term, Customer will immediately pay CenturyLink early termination charges equal to: (a) all unpaid non-recurring charges, if any; (b) all unpaid monthly recurring charges multiplied by the number of months remaining in the Minimum Service Term; and (c) any charges imposed by the owner of the Premises, to the extent (a) and (b) are insufficient to cover such owner-imposed charges.

5. CUSTOMER RIGHTS AND OBLIGATIONS

5.1 Customer will use the Collo Space (and, as allowed, the Premises) solely for the purpose of installing, maintaining and operating Customer Equipment, and other appropriate personal property of Customer, to interconnect with the CenturyLink domestic network and CenturyLink-approved local access termination. CenturyLink does not grant Customer the right to interconnect, and

specifically prohibits Customer from interconnecting, with any other occupant within the Premises. All connections to the Customer's collocation bays must be made by CenturyLink and go through the CenturyLink owned demarcation point.

- 5.2 Unless Customer provides CenturyLink written notice to the contrary within 10 calendar days after the Delivery Date, Customer is deemed to have accepted the delivery of the Service "AS IS" and "WITH ALL FAULTS".
- 5.3 Customer must obtain written approval from CenturyLink prior to: (a) installing, interconnecting, adding, upgrading, altering, or decommissioning Customer's equipment in the Collo Space; or (b) performing any activity that could increase any cost to CenturyLink, or otherwise affect the Premises. To obtain such approval, Customer must provide CenturyLink with: (i) the names and addresses of each proposed contractor and subcontractor; (ii) a summary of the qualifications and experience of each contractor and subcontractor; (iii) a description of the services to be performed; (iv) the planned dates and times of such activities; (v) a confirmation that Customer has provided each contractor and subcontractor with a copy of CenturyLink's or the Premises owner's policies and procedures, or both, as applicable; and (vi) confirmation that such contractor or subcontractor has agreed to comply with the same.
- 5.4 Customer, at its sole cost, will ensure that all operation, maintenance, installation, interconnection, addition, upgrade, or alteration, as well as any physical access, within the Premises complies with (a) all manufacturers' specifications, (b) all industry quality assurance standards (e.g. NEBS, IEEE, Bellcore, Telcordia) as supplemented by CenturyLink, (c) all applicable law or regulations, and (d) all policies of CenturyLink and the Premises owner.
- Customer at its own cost and expense, will protect, maintain and keep in good order the Collo Space and any equipment in the Collo Space, not allowing any debris or supplies to be left in or about the Premises. In its use of the Premises, Customer will not cause interference, or allow the operation of its equipment to cause interference, with CenturyLink or any other occupant of the Premises. Customer will not store, or cause to be placed, anything on the Premises without the written permission of CenturyLink, and relieves CenturyLink of any liability for, and indemnifies CenturyLink against claims related to, any such property placed on the Premises. CenturyLink may suspend any or all of the Services upon notice to Customer if: (a) in CenturyLink's reasonable discretion, Customer or its equipment has created an emergency situation endangering the Premises, equipment or personnel, related to CenturyLink's operation or maintenance of the Premises or with one or more of its other customers' use thereof ("Emergency Situation"), and Customer fails to cure such situation after one hour of being notified of the same; or (b) in CenturyLink's operation or maintenance of the Premises or with one or more of its other customers' use thereof, and Customer fails to cure or avoid such situation after 48 hours of being notified of the same. If CenturyLink suspends a Service pursuant to this Section, CenturyLink will resume the discontinued Service within 24 hours after it is reasonably satisfied Customer has cured the condition, which gave rise to CenturyLink's right to suspend the Service. Any period of suspension pursuant to this Section will not constitute a Service outage or interruption.
- 5.6 Customer will pay or cause to be paid all additional costs and expenses incurred: (a) for work undertaken by Customer or by CenturyLink on the Customer's behalf, on or about the Premises; and (b) for removal or relocation of equipment or facilities associated with the provisions of this Section, "CUSTOMER RIGHTS AND OBLIGATIONS".
- 5.7 Except as provided in Section 5.10 and 6.4, this Agreement does not in any way convey any interest in the Collo Space or the Premises, or to any equipment or property of either party or the equipment or property of either party's affiliates, customers, agents or licensees, whether located in the Premises, or elsewhere.
- 5.8 Customer must obtain written consent from CenturyLink, which CenturyLink may grant or withhold in its sole discretion, prior to installing any equipment controlled by Customer but not 100% owned by Customer ("Third Party Equipment") in the Collo Space. Customer must at all times control all Third Party Equipment located in the Collo Space. The installation and operation of any Third Party Equipment will be subject to all terms of this Exhibit and the Agreement.
- Customer will indemnify CenturyLink against, and hold CenturyLink and the Premises free and clear of and from, all mechanics' liens and claims of liens, and all other liabilities, liens, claims and demands on account of work done by or on behalf of Customer. If any lien is filed at any time against the Premises, or any part thereof, Customer will cause such lien to be discharged of record within 10 business days after filing, except if Customer desires to contest such lien, then Customer will furnish CenturyLink, within such ten day period, security reasonably satisfactory to CenturyLink of at least 150% of the amount of the claim, plus estimated costs and interest. Upon a final judgment establishing the validity or existence of a lien for any amount, Customer will pay and satisfy the same without delay. If Customer fails to pay any charge for which a mechanics' lien has been filed, and has not given CenturyLink security as described above, CenturyLink may, at its sole discretion, pay such charge and related costs and interest. Customer will immediately owe CenturyLink any amount so paid, together with reasonable attorneys' fees incurred in connection with such lien. Nothing contained in this Exhibit will be deemed to constitute a consent or agreement of CenturyLink to subject the Premises to liability under any mechanics' or other lien law. If Customer receives notice of a lien being filed against the Premises, or of any action affecting title to the Premises being commenced on account of work done by or on behalf of, or materials furnished to or for, Customer, Customer will immediately give CenturyLink notice of such occurrence. CenturyLink will have the right to post notices of non-responsibility or similar notices on the Premises in order to protect the Premises against any such liens.
- Within 15 calendar days of the expiration or earlier termination of this Exhibit or Services, or when the removal of Customer equipment is required or allowed according to the terms set forth herein, Customer will remove, at its sole cost, all equipment, alterations, additions and improvements made or installed by Customer, and restore the Collo Space, and the surrounding Premises impacted by Customer's use of the Collo Space, to the same condition as when provided to Customer, reasonable wear and tear excepted. If Customer falls to remove all equipment and other personal property from the Collo Space within this 15 calendar day period, CenturyLink may remove such items and charge the Customer an amount totaling all actual costs of such removal. Customer waives any damages occasioned by CenturyLink removing the equipment. CenturyLink will return any equipment and personal property so removed to Customer upon payment in full of any early termination charges, all storage costs,

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and any other charges due under this Exhibit. If, 30 calendar days after such removal, Customer has not requested the return of the equipment and personal property and paid any sums owed, then CenturyLink may exercise all rights of ownership over any equipment and property abandoned, including the right to sell same and retain possession of any sale proceeds. CenturyLink's exercise of any remedies under this Section will be without prejudice to any other available remedies. Customer agrees to defend and indemnify CenturyLink, its employees, contractors, and agents from and against any and all claims (including without limitation attorneys' fees and court costs) incurred in connection with CenturyLink's exercise of any remedies under this Section.

6. CENTURYLINK RIGHTS AND OBLIGATIONS

- 6.1 CenturyLink hereby reserves all rights, including, without limitation, the right to: (a) provide other space in the Premises to other users; (b) access the Customer's Collo Space; and (c) exercise or grant other rights not inconsistent with the rights granted under the Agreement.
- 6.2 CenturyLink will use its best efforts to deliver the Collo Space to Customer as scheduled. If for any reason CenturyLink does not deliver the Collo Space to Customer on the agreed upon date, CenturyLink will not be liable to Customer for any resultant loss or damage.
- 6.3 Upon 60 calendar days' written notice to Customer, CenturyLink may relocate, at its sole discretion, any Premise or any Collo Space within a Premise, in whole or in part. Upon notice of such relocation, Customer may terminate the Service subject to all obligations set forth herein.
- CenturyLink, at its sole discretion, will have the right to disapprove, reject or require the removal of (a) any equipment within the Collo Space; (b) any alterations, modifications or additions to the Collo Space or Premises or (c) any contractor or subcontractor selected for work in the Collo Space and Premises. All such approvals are valid only if given by CenturyLink's "Director Operations". If an agreement with a lessor or other party holding a superior interest in the Premises requires these approvals, CenturyLink, not Customer, will submit the written request to the other party for approval. Customer's use of the equipment, Collo Space or contractors will be subject to such other party's approval as set forth in such underlying lease or other agreement.
- The Collo Space will have: (a) HVAC sufficient to maintain an ambient temperature of 50° F to 86° F and relative non-condensing humidity; (b) AC power consisting of commercial, unprotected and interruptible 110 volt, 20 amp each, single phase, duplex outlet, for testing of equipment only except as set forth in the Collo Order (including commercial unprotected AC power for non-testing purposes); (c) unless otherwise specified, negative 48 volts DC power consisting of fused 30 amp A and B feeds for each rack; (d) fire suppression system compliant with local, state, and federal laws and regulations; (e) battery reserve, as is available to CenturyLink, generally four hours where Premises has a generator, or eight hours where the Premises does not have a generator; and (f) grounding connection between the CenturyLink site ground and the CenturyLink provided bays. Customer is responsible for installing media panels to tie down coax and fiber terminations, and to connect the power cabling to Customer-provided fuse channels within the collocation rack. CenturyLink will provide all such Cross Connects to the point of demarcation under the observation and reasonable direction of Customer's personnel. Customer accepts sole responsibility for such Cross Connects performed by CenturyLink. CENTURYLINK WILL HAVE NO DUTY TO MONITOR, MAINTAIN, OR CARE FOR THE EQUIPMENT INSTALLED BY OR FOR CUSTOMER.

7. ACCESS TO FACILITY:

- 7.1 <u>Shared Access.</u> Customer must comply with the policies of CenturyLink and the owner of the Premises when accessing the Premises, including the payment of any charges imposed by the owner. CenturyLink will provide Customer the access policies upon request. Customer, or Customer's representative, when accessing the Premises must display appropriate identification to CenturyLink's representative upon request. A CenturyLink representative must accompany any Customer personnel or representatives while on the Premises.
- 7.2 <u>Scheduling.</u> Customer will schedule access to the Premises through any number or contact person provided for by the owner of the Premises and, if necessary, through CenturyLink's Access Control Center.
- 7.3 <u>Safety Training</u>. All employees and contractors of Customer entering upon any railroad right of way without a CenturyLink escort must successfully complete railroad safety training for the applicable railroad at Customer's expense.

8. INSURANCE

- 8.1 At its own cost, Customer will carry and maintain the insurance coverage listed below with insurers having a minimum "Best's" rating of A- VII at all times during the Service Term. Customer will require its subcontractors and agents, who access the Premises, to maintain the same insurance.
- 8.1.1 Commercial General Liability insurance must cover claims for bodily injury, death, personal injury or property damage (including loss of use) occurring or arising out of the license, use or occupancy of the Premises by Customer, including coverage for Premises-operation, products/completed operations and contractual liability with respect to the liability assumed by Customer hereunder. The limits of insurance will not be less than:

Each Occurrence General Aggregate Products/Completed Operations \$5,000,000 \$10,000,000 \$5,000,000

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Personal & Advertising Injury

\$5,000,000

- 8.1.2 Workers' Compensation insurance with statutory limits as required in the state(s) of operation must cover any employee or representative of Customer entering onto the Premises, even if not required by statute. Employer's Liability or "Stop Gap" insurance must have limits of no less than one hundred thousand dollars (\$100,000) for each accident.
- 8.1.3 Comprehensive Commercial Automobile Liability insurance must cover all Customer owned, non-owned and hired motor vehicles used in connection with the Collo Space obtained under this Exhibit, with limits of at least one million dollars (\$1,000,000) per occurrence for bodily injury and property damage.
- 8.1.4. All Risk Property Insurance with respect to any equipment and property owned by Customer for its full replacement value.
- 8.1.5 Customer must obtain any other insurance coverage specifically required under CenturyLink's right-of-way agreements with railroads or other third parties.
- 8.2 The Customer may obtain the insurance limits through any combination of primary and excess or umbrella liability insurance. Customer will forward to CenturyLink certificate(s) of insurance upon execution of this Exhibit and upon any renewal of the insurance during the Service Term. The certificate(s) will provide that Customer has named CenturyLink Communications Company, LLC (and its participating affiliates) as additional insured with respect to this Exhibit and coverage is primary and not excess of, or contributory with, any other valid and collectible insurance purchased or maintained by CenturyLink. Customer may self insure the types and amounts of insurance listed above, only if (i) Customer sustains total stockholder equity/net worth of no less than one hundred million dollars (\$100,000,000), and (ii) Customer's program of self insurance providing protections to Customer is no less than those set forth above.
- 8.3 Except as specifically set forth in this Exhibit, CenturyLink and Customer waive all rights of recovery, claim, action or cause of action against the other, its agents (including partners, both general and limited), trustees, officers, directors, agents and employees, for any loss or damage that may occur to the Premises, or any improvements to the Premises, or any property of such party in the Premises, arising from any cause covered by any insurance carried by such party, including negligence of the other party. CenturyLink and Customer will cause their respective insurers to issue appropriate waiver of subrogation rights' endorsements to all property insurance policies carried in connection with the Premises or its contents.
- 8.4 Customer will comply with any insurance requirement(s) imposed pursuant to any agreement between CenturyLink and the owner of the Premises. CenturyLink will provide Customer with notice of any such applicable requirements.

9. CROSS-CONNECTION COMPONENT

- 9.1 Where facilities are available, and at CenturyLink's sole discretion, CenturyLink may construct, install, and maintain certain cross connection facilities pursuant to the terms in this Section (collectively and individually "Cross Connects"). All cross connects must be provisioned by CenturyLink.
- 9.2 CenturyLink will provide Customer Cross Connects using fiber strands or coax cable facilities to connect the designated CenturyLink FDP or DSX to the Collo Space as specified in the Collo Order. CenturyLink will designate one wire or fiber of each cable pair set as "transmit" and the other as "receive."
- 9.3 CenturyLink will retain ownership of the Cross Connects at all times.
- 9.4 Customer will provision the Cross Connects to the Customer at the signal or transmission levels and the quality of signal transmission, as well as within the electrical or optical characteristics for such signal levels, in accordance with industry and CenturyLink standards for the same, and in a manner which does not damage, harm, degrade or cause alarms on any facilities or network. Customer will also use its best efforts to ensure a prompt response time for Cross Connects failures on Customer's side of the CenturyLink demarcation.
- 9.5 The term of the Cross Connects hereunder is coterminous with the term of the Minimum Service Term or Service Term for the respective Collo Space, except that CenturyLink may terminate any Cross Connects not in use by Customer, without liability, after 30 calendar days' written notice.

COLLOCATION ORDER FORM

REQUEST NO. #

RESERVATION NO. #

LOCATION OF THE FACILITY: IT space at the QCC Eugene Access IP POP

THE EQUIPMENT SPACE:

Number of bays/racks:

Dimensions of each bay/rack:

[STANDARD: 23" wide by 15" deep and 84" tall

Space Type:

Common

POWER:

DC Power Requirements (-48V DC power is to be maintained at 80% draw factor threshold.)

Bay#	Total A Feed amps	Total B Feed amps	Breakers (A&B) 20 amp	Breakers (A&B) 30 amp	Breakers (A&B) 40 amp	Breakers (A&B) 60 amp	Breakers (A&B) 100 amp	Breakers (A&B) Other
	30	30		X				

AC Power Requirements - Test & Courtesy Power (all test AC power is 110 V AC
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Bay#	Breaker	Breakers	Receptacle	Receptacle
	10 amps	20 amps	Dual	Quad

Standard receptacle only installed for test and courtesy power.

AC Power - Operational Dedicated Power (UNPROTECTED): N/A

Bay#	110VAC	220VAC	Breakers 10 amp	Breakers 20 amp	Breakers 30 amp	Breakers 40 amp	Breakers 50 amp

SIGNAL INTERFACE:

Dark Fiber:

Type:

Electrical: Connection:

Optical: Bit Rate: X Wave

SM Fibers Terminations Requested (Optical):

Counts:	Connectors
2 (1 pair)	FC
4 (2 pairs)	
6 (3 pairs)	
12 (6 pairs)	

Coaxial Cables DS3 Terminations Requested (DSN): N/A

Coaxiai Cables DOS Terrinine	Mons Requested (BOIV): 1477	
Counts:	Connectors	
2 (1 pair)	BNC	
4 (2 pairs)		
6 (3 pairs)		
8 (4 nairs)		

All connections to the Customer's collocation bays must be made through the Qwest owned demarcation point. All cross connects are provisioned by Qwest. All completed termination connections to a demarcation (points) bays are available in Qwest provisioning database for immediate use. Qwest's Cross-Connect charge is as follows: for Cross-Connects between Customer's Equipment Space to the corresponding Qwest point of termination demarcation point, Customer will be charged a standard Non-Recurring Charge of One Hundred Fifty dollars (US\$150) for both DSN (DS3) and OCN level per Cross-Connect; Customer shall pay a Monthly Recurring Charge of Two Hundred Fifty dollars (US\$250) per month per DSN (DS3) level per Cross-Connect and Four Hundred dollars (US\$400) per month per OCN level per Cross-Connects

LICENSE FEES AND OTHER CHARGES:

Term: ___60__ months.

		Power			
Telco Collocation:		15"D x 84"T 2 - elco Rack	48V DC power fused at 30 amps A&B feeds		
NRC			MRC		
Rack install	\$	1,025.00	Space	\$	1,200.00
Power Install	\$	1,100.00	Power	\$	480.00
Total	\$	2,125.00		\$	1,680 .00

NOTES, SPECIAL REQUIREMENTS: QC ROADM CABINET NEEDS TO BE PLACED IN THE QCC IP POP SO THE DSL TRAFFIC IS CARRIED TO THE QCC BRAS ROUTERS. SINCE THERE ARE LIMITED FIBERS BETWEEN EUGNOR76 AND EUGNOR53 & 28 FOR THE 10GE CKTS, PLACING THE QC ROADM IS THE BEST OPTION.