

**QWEST METRO OPTICAL ETHERNET SERVICE
FIXED PERIOD PRICING PLAN
Intrastate**

This Qwest Metro Optical Ethernet Service Agreement ("Agreement") between **State of Washington, Department of Health** ("Customer") and **Qwest Corporation** ("Qwest") is effective on the date of execution by Qwest ("Effective Date").

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 the terms and conditions in the Pricing Section 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.

1. Scope.

1.1 Qwest Metro Optical Ethernet Service is a flexible transport service that uses established Ethernet transport technology. The Service provides connections between multiple Customer locations within a metropolitan area using native Ethernet protocol. The transmission speed depends on the Ethernet port ("Port") selected and the amount of bandwidth ordered over the Port ("Bandwidth Profile"). Service extends to the Demarcation Point. The "Demarcation Point" is the Qwest Fiber Distribution Panel or Digital Cross-Connect in the building's telecommunications facility or meet-me point. The Service is subject to the SLA in the Tariff that is effective as of the first day of the second month after initial installation of Service. The SLA provides Customer's sole and exclusive remedy for service interruptions or service deficiencies of any kind whatsoever for MOE Service.

1.2 Qwest will provide Service in accordance with the applicable state Tariff, Price List, Price Schedule, Administrative Guideline, and/or Catalog. The applicable document(s) is referred to as "Tariff" and is incorporated herein by this reference. In the event of a conflict between the terms and conditions of this Agreement and the Tariff, the Tariff will prevail.

1.3 Service may be subject to network infrastructure availability which includes, but is not limited to, facilities such as switching equipment, and may require the expenditure of Qwest capital funds ("Funding") to provide Service to Customer. Notwithstanding the above, Qwest will not be compelled under this Agreement to provide Service in locations where adequate network infrastructure does not exist without Funding approval as evidenced on the signature page of this Agreement. Such approval will be granted at the sole discretion of Qwest. If this Agreement is executed and the required Funding is not approved, Qwest may terminate this Agreement immediately without cost, termination liability or penalty.

1.4 Customer understands and agrees that Qwest supplies Service as an intrastate, intraLATA telecommunications service, as defined by State and/or Federal Communications Commission ("F.C.C.") regulations, which are incorporated herein by this reference. It is Customer's responsibility to ensure that Customer uses Service as an intrastate, intraLATA telecommunications service consistent with such regulations. F.C.C. regulations permit interstate usage of Service if such usage does not exceed 10% of the total usage. If Customer should use this Service for any other purpose, or if interstate usage exceeds 10%, it is Customer's responsibility to immediately notify Qwest of such use and to place an order for appropriate service. Qwest will bill, and Customer will promptly pay, appropriate monthly recurring charges, for such use of and changes to Customer's telecommunications service including, but not limited to all applicable Qwest Access Tariff F.C.C. No. 1 interstate access charges or intrastate Tariff access charges.

2. Term.

2.1 This Agreement is effective on the date Qwest signs it, following Customer's execution of this Agreement ("Effective Date"), and it expires forty-eight (48) months from the date Service is available to Customer, as evidenced by Qwest records ("Initial Term"). The Service shall have a "Minimum Service Period" of 12 months. After the expiration of the Initial Term, this Agreement will continue automatically on a month-to-month basis unless a party notifies the other party in writing of its desire not to renew this Agreement at least 60 calendar days, and no more than 120 calendar days, prior to the end of the Initial Term. After the Initial Term, either party may terminate this Agreement upon 30 calendar days prior written notice. The Initial Term and any month-to-month period thereafter will be collectively referred to as the "Term."

2.2 After the Initial Term, Customer will pay for Service at Qwest's then-current rates. Qwest will inform Customer of its then-current rates for Service upon written request.

3. Installation/Provisioning of Service.

3.1 Upon acceptance of an Order Form, Qwest will notify Customer of its target date for the delivery of each Service (the "Estimated Availability Date"). Qwest will use commercially reasonable efforts to install each Service on or before the Delivery Date, but the inability of Qwest to install a Service by such date will not be a default under the Agreement. If Qwest fails to make Service available

(excluding ICB Service) within ninety calendar days after the acceptance of the Order Form ("Delivery Date"), then Customer's sole remedy will be to cancel the Order Form which pertains to such Service by giving Qwest five calendar days written notice prior to Qwest's delivery of the Service to Customer provided however, that Customer will reimburse Qwest for any third party charges incurred by Qwest as a result of its efforts to install the Service. "ICB Service" is Service for which Qwest must perform special construction.

3.2 Start of service for each Service ("Start of Service Date") will begin on the date on which Customer accepts delivery of such Service. Qwest will provide notice that a Service is ready for acceptance. At Customer's request, mutual testing may be performed in accordance to the service parameters outlined in the Tariff.

4. Payment/Locations.

4.1 Customer must pay Qwest all charges by the 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 Service. "Taxes" means federal, state and local taxes, surcharges, and other similar charges. Qwest may in its sole discretion modify the payment terms or require other reasonable assurance of payment if Customer has failed to pay any invoice when due or there is a material and adverse change in Customer's financial condition. Customer will pay those charges listed below. The charges for Services under this Agreement, including any and all discounts to which Customer may be entitled, will be offered and charged to Customer independently from, and regardless of, Customer's purchase of any customer premises equipment or enhanced services from Qwest.

4.2 Service's monthly recurring charge ("MRC") and nonrecurring charge ("NRC") will be those in effect in the Tariff on the first date of installation of Service. Qwest will fix the MRCs during the Term so that Qwest will not pass through any Qwest initiated price increases to Customer during the Term. Any rate increases directed or mandated by a regulatory body will be applied as required.

4.3 Qwest will provide Service as identified below:

Location (Address, City, State)	Term	Port Speed	Bandwidth Profile	MRC	NRC
1610 NE 150 th St., Shoreline, WA	48 Months	100 Mbps	100 Mbps	\$1,000.00	\$1,200.00
101 Israel Rd. SE., Tumwater, WA	48 Months	100 Mbps	100 Mbps	\$1,000.00	\$1,200.00

Promotional Pricing: Yes No Promotion Expiration Date: _____
 Promotion Description, Title, or Code: _____

5. Changes to Service.

5.1 Subsequent orders to add new Service port(s) will be for the remainder of the Term, provided the Minimum Service Period can be met. All Service ports ordered under this Agreement will expire on the same date regardless of when they are ordered (e.g., if the original Service is in month 10 of a 60-month Term when Customer orders a new Service port for a 60-month fixed period rate plan, the new Service port will be billed at the 60-month rate for the next 50-months). In the event the Minimum Service Period cannot be met, a new Agreement must be signed.

5.2 A subsequent order to change or add a Service port during the Term will be assessed an NRC.

5.3 A subsequent order to change Service Bandwidth during the Term will not be assessed the NRC, however, the MRC will be changed to the new Service bandwidth profile charge. Customer may be assessed an early Termination liability charge for any decrease in bandwidth during the Term of the Agreement.

5.4 Customer request for a physical move of Service to a new location will be treated as a termination of service at the original location. NRC's will apply and Term requirements must be met in the new location. In the event the Minimum Service Period cannot be met, a new Agreement must be signed.

5.5 Customer request for a physical move of Service to a location within the same building as the existing Service will be charged a fee equal to one half the applicable NRC charge. There will be no changes to the Minimum Service Period.

6. Termination.

6.1 Either party may terminate Service and/or this Agreement in accordance with the applicable Tariff or for Cause. "Cause" means the failure of a party to perform a material obligation under this Agreement, which failure is not remedied: (a) in the event of a payment default by Customer, within five days of separate written notice from Qwest notifying Customer of such default (unless a different notice period is specified in the Tariff); or (b) in the event of any other material breach, within 30 days of written notice (unless a different notice period is specified in the Tariff or this Agreement). Customer will remain liable for charges accrued but unpaid as of the termination date. If, prior to the conclusion of the Term, Service is terminated either by Qwest for Cause or by Customer for any reason other than Cause, then Customer will also be liable for and pay Qwest the following termination charge "Termination Charge": (a) all accrued and unpaid charges for the canceled Service provided through the effective date of such termination; plus (b) a cancellation charge of 100% of the balance of the MRCs for the unexpired portion of the Minimum Service Period for the canceled Service; plus (c) 40% of the balance of the MRCs due for the unexpired portion of the Term in excess of the Minimum Service Period

for the canceled Service; plus (d) any and all third party costs and expenses incurred by Qwest in so canceling such Service and all applicable non-recurring charges that may have been waived.

7. Disclaimer Of Warranties. THE SERVICE IS 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 SERVICE.

8. Limitation of Liability. NEITHER PARTY, ITS AFFILIATES 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 THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED. CUSTOMER'S EXCLUSIVE REMEDIES FOR ANY AND ALL CLAIMS RELATED TO THE SERVICE WILL BE LIMITED TO: (A) THOSE REMEDIES SET FORTH IN THE INTERRUPTIONS TO SERVICE SECTION; OR (B) IF SUCH SECTION DOES NOT APPLY, THE TOTAL MRCS PAID, OR PAYABLE, BY CUSTOMER TO QWEST FOR SERVICE IN THE MONTH IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CLAIM. NOTWITHSTANDING THE FOREGOING, THE LIMITATION OF LIABILITY IN THIS SECTION WILL NOT APPLY TO CUSTOMER'S PAYMENT AND INDEMNIFICATION OBLIGATIONS.

9. 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 Service by Customer or End Users. "End Users" means Customer's members, end users, customers, or any other third parties who utilize or access the Service or the Qwest network via the Service provided hereunder. "Affiliate" means any entity controlled by, controlling, or under common control with a party.

10. 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. "Confidential Information" means any information that is not generally available to the public, whether of a technical, business or other nature and that: (c) the receiving party knows or has reason to know is confidential, proprietary or trade secret information of the disclosing party; and/or (d) 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.

11. Dispute Resolution; Governing Law. The Agreement and the parties' actions under the Agreement will comply with all applicable federal, state, and local laws, rules, regulations, court orders, and governmental agency orders. Any dispute arising out of, or relating to, the Agreement will be settled by arbitration to be conducted in accordance with the Judicial Arbitration and Mediation Services ("JAMS") Comprehensive Arbitration Rules. The Federal Arbitration Act, 9 U.S.C. Sections 1-16, not state law, will govern the arbitrability of disputes. The Agreement will otherwise be governed by the laws of the state where Service is provided, without regard to its choice of law principles. The costs of the arbitration, including the arbitrator's fees, will be shared equally by the parties; provided, however, that each party will bear the cost of preparing and presenting its own claims and/or defenses (including its own attorneys' fees). The venue for arbitration will be Olympia, Washington. A single arbitrator engaged in the practice of law, who is knowledgeable about the subject matter of the Agreement, will conduct the arbitration. The arbitrator is bound to apply and enforce the terms of the Agreement. The arbitrator's decision will be final, binding, and enforceable in a court of competent jurisdiction. If a party is required to enforce compliance with this Section (including nonpayment of an award), then the noncomplying party must reimburse all of the costs and expenses incurred by the party seeking such enforcement (including reasonable attorneys' fees). 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.

12. 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).

13. General Provisions. Customer represents that it is not a reseller and will not resell the Service. 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. 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. "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. 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.

The parties have read, understand and agree to all of the above terms and conditions of this Agreement and hereby execute and authorize this Agreement.

State of Washington, Department of Health

Qwest Corporation

Authorized Signature

Authorized Signature

James Matthews

Richard Fernandez

Name Typed or Printed

Name Typed or Printed

Mgr Contracts & Procurement

Director Offer Management

Title

Title

4/7/05

3/24/05

Date

Date

(FOR QWEST INTERNAL USE ONLY)
FUNDING CONCURRENCE REQUIRED PRIOR TO EXECUTION

Funding Approved By: Mark Williams
 Funding Approver's Name

AQCB Quote No. WA 49/1724

Date Concurred: 4/8/05