

QWEST LAN SWITCHING SERVICE
Fixed Period Pricing Plan Agreement
Intrastate

Agreement Number: _____
WSDOT Contract Number K130

This Qwest Corporation LAN Switching Service agreement ("Agreement") is between State of Washington, Department of Transportation ("Customer") and Qwest Corporation ("Qwest") and is effective on the date Qwest signs it ("Effective Date"). Qwest will provide, and Customer will purchase, the Qwest LAN Switching Service provided under this Agreement ("LSS" or "Service"). 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 this Agreement by reference and made a part of 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.

1. Scope.

1.1 LSS is a metropolitan-area LAN interconnection service, which utilizes Asynchronous Transfer Mode (ATM) technology to provide customers with native speed LAN interconnection. LSS provides a specific amount of bandwidth and supports both point-to-point and multipoint connectivity at 10 Mbps, 45 Mbps, and 100 Mbps.

1.2 LSS is a fully managed service that includes Qwest bridging equipment located on the customer site.

1.3 LSS is provided over 45 Mbps and 155 Mbps fiber optic facilities.

1.4 LSS requires the deployment of Qwest ATM Service. Access options available include unprotected and protected LAN links and/or unprotected remote LAN links and digital private line transport service.

1.5 End-to-end connectivity is accomplished by establishing virtual circuits between Customer sites within the Qwest network.

1.6 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.

1.7 Service provided herein is subject to network infrastructure availability and may require the expenditure of Qwest capital funds ("Funding") to provide Service to Customer. If a location requires Funding, Qwest will only provide Service if Funding has been approved as evidenced on the signature page of this Agreement. Such approval will be granted at the sole discretion of Qwest. In the event this Agreement is executed and the required Funding is not approved, Qwest agrees to cooperate with Customer in good faith to develop an alternative service solution and may terminate this Agreement immediately without penalty.

2. Term.

2.1 This Agreement will expire 12 months from the date Service is available to Customer, as evidenced by Qwest records ("Term"). The minimum service period for Service is 12 months ("Minimum Service Period").

2.2 If Qwest continues to provide Service after the Term, the provisions for month-to-month service in the Tariff will apply.

3. Installation/Location(s).

3.1 Qwest will provide Service at the locations and speeds specified in Exhibit 1. Qwest's records will document the actual date of installation at each location.

3.2 Qwest will notify Customer of the date Service is available for use. In the event Customer informs Qwest 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, Qwest 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 Qwest cancels the Service at the end of the Grace Period, the Tariff cancellation charges may apply.

4. **Equipment Space and Power.** Customer will furnish to Qwest, at no charge, space for the equipment and electrical power required by Qwest to provide LSS. Customer will provide standard commercial power. The equipment space will be secured by Qwest and must always be accessible exclusively to Qwest.

QWEST LAN SWITCHING SERVICE
Fixed Period Pricing Plan Agreement
Intrastate

5. Payment

5.1 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 1½% per month or the highest rate permitted by applicable law. Customer must also pay Qwest any applicable federal, state, and local taxes, surcharges, and other similar charges ("Taxes") assessed in connection with Customer's Service. Taxes are subject to change. 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. The charges for Service, 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.

5.2 Customer will pay the following charges for Service:

Total MRC	\$3136
Total NRC	\$0

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

6. **Changes to Service.** Customer may: (a) add Service, provided the Minimum Service Period can be met; (b) increase the speed at which Service is provided to another speed at which Qwest provides the Service; and/or (c) change the physical location of all or part of Service to another location within the same Qwest serving area. When Customer adds to an existing agreement, the Minimum Billing Level (as defined in the Termination Section) increases accordingly. Such changes to Service will be made provided Service is available at the speed and location requested, and will be provided under the terms and conditions of the Tariff. MRCs and NRCs for additions or changes to Service will be those in effect at the time of the addition or change.

7. **Out-of-Service Credit.** If Qwest 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 Qwest receives notice of it, Qwest will give Customer credit calculated by: dividing the monthly rate for the affected Service by 30 days; and then multiplying that daily rate by the number of days, or major fraction, that Service was interrupted.

8. Termination.

8.1 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) 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 Agreement). 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 Agreement is terminated either by Qwest for Cause or by Customer for any reason other than Cause, then Customer will also be liable for any termination charges ("Termination Charge").

8.2 If such termination is prior to the date Service is available for use, the Termination Charge will be those reasonable expenses incurred by Qwest through the date of termination including, but not limited to, the standard installation charges for the Service, excluding any waivers or promotions extended to Customer based on its completion of the Term.

8.3 If such termination is during the Minimum Service Period, Customer will pay a Termination Charge of 100% of the monthly rates for the rate elements being discontinued or terminated ("Minimum Billing Level") multiplied by the number of months remaining in the Minimum Service Period, plus 40% of the Minimum Billing Level multiplied by the number of months remaining in the Term after the Minimum Service Period.

8.4 If such termination is after the Minimum Service Period, Customer will pay a Termination Charge of 40% of the Minimum Billing Level multiplied by the number of months remaining in the Term.

8.5 A Termination Charge will be waived when all of the following conditions are met: (a) Customer discontinues Service and signs a new service agreement(s) for any other Qwest provided service(s); (b) the new service agreement(s) has a total value equal to or greater than 115% of the remaining prorated value of this Agreement (excluding any special construction charges, applicable NRCs, or previously billed, but unpaid MRCs and/or NRCs); (c) Customer places the orders to discontinue the Service and establish new service at the same time; and (d) a new minimum service period goes into effect when the new service agreement term begins. "New Service" is defined as a newly installed service placed under a new service agreement(s), or newly installed additions to an existing service agreement(s), but does not include renewals of expiring service agreement(s), renegotiations of existing service agreement(s) and conversions from month-to-month service to contracted service. The waiver does not apply to changes between regulated and unregulated or enhanced products and services.

9. **Disclaimer of Warranties.** QWEST DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

QWEST LAN SWITCHING SERVICE
Fixed Period Pricing Plan Agreement
Intrastate

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.

10. 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 SERVICE OR THIS 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 APPLICABLE OUT-OF-SERVICE CREDITS, IF ANY. This limitation of liability will not apply to a party's indemnification obligations or Customer's payment obligation for charges under the Agreement, (e.g., Service charges, Taxes, interest, and termination or cancellation charges).

11. 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.

12. 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.

13. Confidentiality; Publicity. Neither party will, without the prior written consent of the other party: (a) disclose any of the terms of this 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, this Agreement) the Confidential Information of the other party. Qwest's consent may only be given 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.

14. Dispute Resolution; Governing Law.

14.1 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 relating to this Agreement will be brought in a U.S. District Court, or absent federal 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. But Qwest may, at its discretion, 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.

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

15. Non-Appropriations. Customer intends to continue this Agreement for its entire term and to satisfy its obligations hereunder. For each succeeding fiscal period: 1) Customer agrees to include in its budget request appropriations sufficient to cover Customer's obligations under this Agreement; 2) Customer agrees to use all reasonable and lawful means to secure these appropriations; 3) Customer agrees it will not use non-appropriations as a means of terminating this Agreement in order to acquire functionally equivalent products or services from a third party. Customer reasonably believes that sufficient funds to discharge its obligations can and will lawfully be appropriated and made available for this purpose.

In the event that Customer is appropriated insufficient funds, by appropriation, appropriation limitation or grant, to continue payments under this Agreement and has no other funding source lawfully available to it for such purpose (as evidenced by notarized documents provided by Customer and agreed to by Qwest), Customer may terminate this Agreement by giving Qwest not less than 30 days prior written notice. Upon termination Customer will remit all amounts due and all costs reasonably incurred by Qwest through the date of termination and, to the extent of lawfully available funds, through the end of the then current fiscal period.

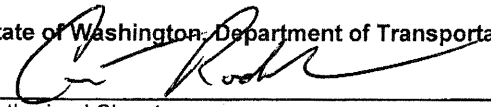
**QWEST LAN SWITCHING SERVICE
Fixed Period Pricing Plan Agreement
Intrastate**

16. Notices. Unless otherwise provided herein, all required notices to Qwest must be in writing, sent to 1801 California St., # 900, Denver, CO 80202; fax: 888-778-0054; Attn.: Legal Dept., and to Customer at its then current address as reflected in Qwest's records Attn.: General Counsel or other person designated for notices. Unless otherwise provided herein, all notices will be deemed given: (a) when delivered in person to the recipient named above; (b) three business days after mailed via regular U.S. Mail; (c) when delivered via overnight courier mail; or (d) when delivered by fax if duplicate notice is also sent by regular U.S. Mail.

17. General. Customer may not assign this Agreement or any of its rights or obligations under this 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 that it will not resell the Service. This Agreement is intended solely for Qwest and Customer, and not to benefit any other person or entity (e.g., End User). If any term of this 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 this Agreement will be construed as a waiver of any of its rights hereunder. All terms of this Agreement that should by their nature survive the termination of this Agreement will so survive. 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 Tariff, this Agreement, and Qwest records. 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. Except for Tariff or Service modifications initiated by Qwest, all amendments to this 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. Each party reserves the right at any time to reject any handwritten change to this Agreement.

18. Entire Agreement. This Agreement constitutes the entire agreement between Customer and Qwest and supersedes all prior oral or written agreements or understandings relating to this subject matter.

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.

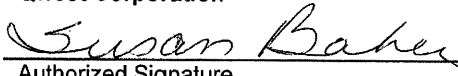
State of Washington, Department of Transportation


Authorized Signature
Grant Rodeheaver, Director

Name Typed or Printed
Office of Information Technology

Title
10-22-07

Date

Qwest Corporation


Authorized Signature
Susan Baker

Name Typed or Printed
Offer Management - Staff Analyst

Title
10/24/07

Date

Address for Notices:
Washington State Department of Transportation
Administrative Services Contracts Office
P.O. Box 47408
Olympia, WA 98504-7408

All notices must include WSDOT Contract Number K130

(FOR QWEST INTERNAL USE ONLY)
FUNDING CONCURRENCE REQUIRED PRIOR TO EXECUTION
AQCB Quote No. Existing Service
Date Concurred: _____

