

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

December 21, 2009

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 is filing notification of the enclosed affiliated interest agreement between Qwest Corporation (QC) and Qwest Communications Company, LLC (QCC). This is Amendment 21 to the Wholesale Services Agreement which was filed under Docket No. UT-041379. Also enclosed is a verified statement.

This agreement will currently have no effect on Washington since no Washington installations are planned at this time. However, it is being filed in case there are future installations.

Please call Joyce McDonald on 206-345-1514 if you have any questions or require any additional information.

Very truly yours,



for Mark Reynolds

Enclosures

2009 DEC 22 AM 10:12  
COMMUNICATIONS MANAGEMENT  
SECTION

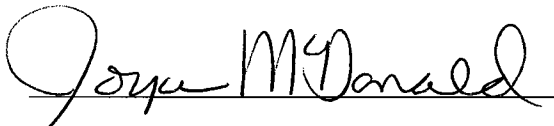
VERIFIED STATEMENT OF AFFILIATED INTEREST TRANSACTION

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.

Joyce L. McDonald, Lead Finance/Business Analyst of Qwest Corporation certifies that the attached Amendment 21 to the Wholesale Services Agreement describes the affiliate arrangement between Qwest Corporation and Qwest Communications Company, LLC.

A handwritten signature in cursive script that reads "Joyce McDonald". The signature is written in black ink and is positioned above the printed name.

Joyce L. McDonald

Dated at Seattle this 21st day of December, 2009.

**AMENDMENT NO. 21 TO  
WHOLESALE SERVICES AGREEMENT**

**THIS AMENDMENT NO. 21** (this "Amendment") is by and between **Qwest Communications Company, LLC** ("Qwest") and **Qwest Corporation** ("Customer") and amends the Wholesale Services Agreement between Customer and Qwest 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. New Services.**<sup>1</sup> The service descriptions and related rate exhibits set forth in Exhibit(s) CPA-DIF attached to this Amendment (the "New Services") shall be added to, and constitute a part of, the Agreement. The list of Service Exhibits in the "Applicable Services" portion of the Agreement shall be deemed revised by the addition of the New Services. Qwest agrees to provide the New Services in accordance with the terms of the Agreement and this Amendment. The terms, rates and discounts, if any, for the New Services shall be effective as of the first day of Customer's next full monthly billing cycle following the Amendment Effective Date.

**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 has 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.

<sup>1</sup> Since certain international rates are subject to change on five (5) days notice, Customer acknowledges that, until this Amendment is returned to Qwest, those international rates as set forth in a Service Exhibit may change and that, once this Amendment is executed, the international rates then in effect will be implemented by Qwest. Thereafter, changes to those international rates shall be made pursuant to the rate change process provided for in each Service Exhibit.

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

**QWEST:**


**QWEST COMMUNICATIONS COMPANY, LLC**

By: 

Warren Mickens

Vice President, Customer Service Operations

Date: 12/16/09

Offer Management Director:   
Date: 12/16/09

**Customer:**

**Qwest Corporation**

By: 

Name: Steven Swain

Title: Vice President - Finance

Date: \_\_\_\_\_

**SERVICE EXHIBIT CPA-DIF  
LOCAL ACCESS SERVICE - CUSTOMER PROVIDED ACCESS - DEDICATED ILEC FIBER  
WHOLESALE / ENHANCED SERVICES AGREEMENT**

**1. SERVICE DESCRIPTION.**

1.1 Qwest will provide the Customer Provided Access - Dedicated ILEC Fiber connection and related services (collectively "Service") pursuant to the terms and conditions of the Agreement and this Exhibit, and subject to capacity and availability. Except as set forth in this Exhibit, capitalized terms will have the definitions assigned to them in the Agreement.

1.2 As part of the Service, Qwest will construct, install and maintain a cross-connection (a "CPA-DIF Facility") between Customer's fiber cables and the Qwest designated fiber distribution panel (FDP) in the building owned or leased by Qwest ("Building") and named in the Qwest accepted CPA-DIF Service Order (defined in Section 4.2 below) (each such FDP, a "Demarcation Point"), for the purpose of connecting to the Qwest approved third party local access provider named in the CPA-DIF Service Order ("Third Party Provider"). The network facilities on Customer's side of a Demarcation Point are the "Customer Premises" and those on Qwest's side of the Demarcation Point are the "Qwest Premises." Customer has the right to use the CPA-DIF Facility during its Service Term (defined in Section 3.1 below).

1.3 Qwest will provision, maintain and operate all fiber and facilities on the Qwest Premises. Qwest has no duty to monitor, maintain or care for any fiber or equipment installed by or for Customer or on the Customer Premises.

1.4 On not less than 60 calendar days' prior written notice to Customer, Qwest may, at its sole discretion and without liability, (a) relocate any Demarcation Point, Qwest Premises or CPA-DIF Facility within a Building, in whole or in part, (b) un-approve a Third Party Provider, or (c) any or all of the foregoing. Customer, within 30 calendar days' of notice of such relocation, may terminate the affected Service, subject to all obligations set forth herein. If Customer does not terminate the affected Service, Customer must cooperate with Qwest in relocating Customer's fiber (such cooperation to be provided at Customer's cost) to the new Demarcation Point.

In the event of an emergency, Qwest reserves the right, on such notice as is practicable under the circumstances, as determined by Qwest in its sole discretion, to change the CPA-DIF Facility or Demarcation Point to another location which affords comparable environmental conditions for Customer's fiber and comparable accessibility to such fiber, at Customer's expense. Qwest and Customer will work together in good faith to minimize any disruption of Customer's Service as a result of such emergency relocation. Within 30 calendar days of any such emergency relocation, Customer may terminate the affected Service, subject to all obligations set forth herein.

1.5 The Service requires Customer's purchase of Customer Provided Access as defined in, and subject to the terms and conditions of, Service Exhibit T to the Agreement. Customer must reference the Service on the associated Customer Provided Access order form.

1.6 The Service is subject to the following restrictions on Customer:

(a) only Qwest (or third parties acting on Qwest's behalf) may pull cable, splice cut fiber, attach and detach fiber at the Demarcation Point and in the Qwest Premises;

(b) the CPA-DIF Facility and Service must be used only in connection with optical signal level (OC12 and above) transmission service Customer purchases from Qwest under other Service Exhibits ("Related Services");

(c) the CPA-DIF Facility and the Service must be used only to interconnect Qwest facilities with Third Party Provider facilities;

(d) any upgrade, addition, alteration, relocation, or other modification to, or removal of, the CPA-DIF Facility by Customer is subject to prior review and written approval by Qwest, and will be at the sole expense of Customer; and

(e) in its use of the CPA-DIF Facility, Customer must not interfere with Qwest or Qwest's network, or any other occupant of the Building or with the network of any such other occupant.

Regarding (d) above, and any other Section of this Exhibit requiring Qwest approval, an approval from Qwest is valid only if (i) given by Qwest in writing and (ii) if the approval of a lessor or other party holding a superior interest in the Building is also required, Qwest, not Customer, will submit the written request to such other party for approval. Customer's use of the CPA-DIF Facility or any contractor will

**SERVICE EXHIBIT CPA-DIF  
LOCAL ACCESS SERVICE - CUSTOMER PROVIDED ACCESS - DEDICATED ILEC FIBER  
WHOLESALE / ENHANCED SERVICES AGREEMENT**

be subject to such other party's approval as set forth in the underlying lease or other agreement. Qwest, at its sole discretion, has the right to disapprove, reject or require the removal of (x) any fiber connected to the CPA-DIF Facility, (y) any modifications to or removals of the CPA-DIF Facility, or (z) any Third Party Provider or other contractor or subcontractor selected for work in the Qwest Premises.

1.7 Qwest may suspend any or all of the Services upon notice to Customer if: (a) in Qwest's reasonable discretion, Customer or its equipment has created an emergency situation (i) endangering the Building, equipment or personnel, (ii) related to Qwest's operation or maintenance of the Qwest Premises, or (iii) with one or more of Qwest's other customers' use thereof ("Emergency Situation"), and Customer fails to cure such situation after 1 hour of being notified of the same; or (b) in Qwest's reasonable discretion, Customer or its equipment has the potential to cause an Emergency Situation related to Qwest's operation or maintenance of the Qwest 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 Qwest suspends a Service pursuant to this Section, Qwest will resume the discontinued Service within 24 hours after it is reasonably satisfied Customer has cured the condition which gave rise to Qwest's right to suspend the Service. Any period of suspension pursuant to this Section will not constitute a Service outage or interruption.

1.8 Qwest reserves the right to: (a) provide other space in the Building to other users; (b) access the CPA-DIF Facility; and (c) exercise or grant other rights not inconsistent with the rights granted under this Exhibit.

1.9 Qwest warrants that it will perform its duties pursuant to this Section 1 in a professional and workmanlike manner. QWEST MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

1.10 Qwest retains ownership of the CPA-DIF Facility at all times.

1.11 Qwest reserves the right to refuse to accept, suspend or limit any or all of Customer's traffic that Qwest believes is adversely affecting other customers or the Qwest network.

1.12 The license granted in this Section 1 is expressly made subject and subordinate to the terms and conditions of any and all underlying ground or facilities lease or other superior right by which Qwest has acquired its interest in the Qwest Premises. Customer must comply with all terms and conditions of such superior right. Customer hereby agrees that this Exhibit is subject and subordinate to any mortgage, trust deed or deed of trust or lease that has heretofore been or may hereafter be placed upon the Qwest Premises or any part thereof.

1.13 Except as provided in Section 1.2, this Exhibit does not in any way convey any interest in the CPA-DIF Facility or the Qwest 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 Qwest Premises, Customer Premises, or elsewhere.

**2. CUSTOMER RESPONSIBILITIES AND OBLIGATIONS.**

2.1 Customer must use the CPA-DIF Facility (and, as allowed, the Qwest Premises) solely for the purpose of connecting the Qwest domestic network to Third Party Provider's network. Qwest does not grant Customer the right to interconnect, and specifically prohibits Customer from interconnecting, with any other occupant in the Qwest Premises. Furthermore, Customer shall not rent, lease, sell, resell or otherwise convey any right to use or operate any of the CPA-DIF Facility to any third party, or request or install any cross connection to any third party, within the Qwest Premises.

2.2 CUSTOMER EXPRESSLY ACKNOWLEDGES THAT QWEST INTENDS TO ALLOW OTHER CUSTOMERS TO INSTALL EQUIPMENT AND HANDOFF FIBER IN THE BUILDING, INCLUDING THE QWEST PREMISES, AND CUSTOMER EXPRESSLY AGREES THAT QWEST HAS NO LIABILITY FOR ANY DAMAGES, COSTS, OR LOSSES INCURRED BY CUSTOMER CAUSED BY THE EQUIPMENT, ACTS, OR FAILURE TO ACT OF SUCH OTHER CUSTOMERS, THEIR EMPLOYEES, CONTRACTORS OR AGENTS.

2.3 At its sole expense and responsibility, Customer must:

**SERVICE EXHIBIT CPA-DIF  
LOCAL ACCESS SERVICE - CUSTOMER PROVIDED ACCESS - DEDICATED ILEC FIBER  
WHOLESALE / ENHANCED SERVICES AGREEMENT**

(a) construct, install and deliver fiber to its side of the Demarcation Point, including (i) providing all necessary materials, such as cables and conduit, (ii) providing fiber termination cables with enough slack to meet the Demarcation Point, and (iii) paying for any labor charges associated with such construction;

(b) be responsible for all maintenance, repair and testing on its side of the Demarcation Point;

(c) identify, obtain and keep in effect for the entire Service Term of the CPA-DIF Facility, any required permissions, including, but not limited to, permits, licenses, certificates, rights of way, easements, sub-easements and leases, necessary to construct, install, own, operate and maintain the Customer Premises;

(d) keep the CPA-DIF Facility, the Building and any Qwest-provided equipment free and clear of any and all liens, security interests and encumbrances;

(e) establish and maintain a safe working environment on or around the Customer Premises and the Qwest Premises, in order to properly operate the CPA-DIF Facility and any Qwest-provided equipment, and in doing so will meet or exceed Qwest's minimum installation standards, any building management requirements, any local, state and federal codes, and public health and safety laws and regulations, and if the Customer Premises are not in compliance with applicable standards, laws and regulations, Customer shall immediately bring the Customer Premises into conformity with such standards, law and regulations;

(f) notify Qwest of any CPA-DIF Facility failure, and use commercially reasonable efforts to ensure a prompt response time for CPA-DIF Facility failure on Customer's side of the Demarcation Point; and

(g) only use the CPA-DIF Facility for optical transmissions (i) at such signal level as is specified in the applicable CPA-DIF Service Order, within the optical characteristics for such signal levels, (ii) in accordance with industry and Qwest standards for the same (which Qwest standards will be provided upon written request), and (iii) which do not damage, harm, degrade or cause alarms on any facilities or networks.

2.4 Customer must work with their assigned Qwest sales account team and obtain written approval from Qwest prior to: (a) installing, interconnecting, adding, upgrading, altering, or otherwise modifying a CPA-DIF Facility or Customer's fiber into the CPA-DIF Facility; (b) decommissioning Customer facilities in the Customer Premises; or (c) performing any activity that could increase any cost to Qwest, or otherwise affect the CPA-DIF Facility. To obtain such approval, Customer must provide Qwest with a written request specifying: (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 Qwest's policies and procedures, as applicable; (vi) confirmation that such contractor or subcontractor has agreed to comply with the same; and (vii) any other information required by Qwest.

2.5 If it becomes necessary for Customer's or Third Party Provider's technicians or other maintenance and repair personnel to enter the Qwest Premises, such Customer and Third Party Provider personnel must: (a) display appropriate identification to Qwest's representative upon request; (b) follow Qwest's Site Access Policies and Procedures, which will be provided upon Customer's request; and (c) follow the policies of the Building owner. Customer agrees that maintenance activities shall be conducted during normal business hours (8:00 a.m. to 5:00 p.m. local time). Where access to the Qwest Premises is shared with other users, Customer shall schedule access by telephone through Qwest's Access Control Center. Customer must ensure that Third Party Provider and its personnel comply with all of the foregoing Customer access requirements.

2.6 Customer, at its sole cost, must ensure that all operation, maintenance, installation, interconnection, cross-connection, addition, upgrade, or other alteration performed by Customer complies with (a) all manufacturers' specifications, (b) all industry quality assurance standards (e.g. NEBS, IEEE, Bellcore, Telcordia) as supplemented by Qwest, (c) all applicable law or regulations, and (d) all policies of Qwest.

2.7 Customer, at its sole cost, must not damage any part of the Qwest Premises or property located in the Qwest Premises, and not allow any debris or supplies to be left in or about the Qwest Premises or the Customer Premises. Customer must not maintain or permit any nuisances or violation of any governmental laws, rules, regulations, ordinances or requirements, whether now in force or hereinafter enacted (collectively, "Laws"), with respect to the Qwest Premises or Customer Premises, or to any violations of the terms of this Exhibit or then-current policies and procedures of Qwest or of the Building owner. Customer must ensure that none of its

**SERVICE EXHIBIT CPA-DIF  
LOCAL ACCESS SERVICE - CUSTOMER PROVIDED ACCESS - DEDICATED ILEC FIBER  
WHOLESALE / ENHANCED SERVICES AGREEMENT**

employees, agents or invitees will permit any explosive, flammable or combustible material or any Hazardous Materials to be located in the Building, except in compliance with all applicable Laws. Customer must not store, or cause to be placed, anything in the Qwest Premises without the written approval of Qwest. "Hazardous Materials" means any hazardous, radioactive, or toxic substance, material or waste defined or regulated under any environmental, health or safety law including without limitation, asbestos, and those hazardous materials, substances, and wastes defined by the enabling statutes, or regulations, orders or rules of the United States Department of Transportation (DOT), Occupational Safety and Health Administration (OSHA), Environmental Protection Agency (EPA) or the Nuclear Regulatory Commission. Customer hereby relieves Qwest of any liability for, and agrees to indemnify Qwest against, claims related to, any Hazardous Materials or any explosive, flammable, combustible, or non-approved materials in the Building.

2.8 All use of the Service and the Qwest network must comply with the Qwest Acceptable Use Policy posted at <http://www.qwest.com/legal/usagePolicy.html> ("AUP") and incorporated herein. Qwest may immediately suspend, limit or terminate all or any part of the Service, terminate this Exhibit, or do any or all of the foregoing, if Customer or any End User violates the AUP or any applicable law or regulation that exposes (a) Qwest to criminal or civil liability or (b) the Qwest network or its users to harm, as determined in Qwest's reasonable discretion. Qwest may reasonably modify the AUP to ensure compliance with applicable laws and regulations and to protect Qwest's network and customers, and such change will be effective upon posting to the Qwest web site.

**3. TERM.**

3.1 The term of each Service will commence on its Delivery Date (defined in Section 4.5 below) and continue for 12 months thereafter, unless Customer selects a longer term commitment in the CPA-DIF Service Order ("Initial Service Term"). As used in this Exhibit, "Service Term" means the Initial Service Term plus any renewals pursuant to Section 3.2. Nothing herein will preclude either party from terminating the Agreement and the Service for Cause pursuant to the terms and conditions of the Agreement, whether or not the Initial Service Term has expired.

3.2 Upon expiration of the Initial Service Term, the Service will continue on a month-to-month basis until the earlier of: (a) termination of the month-to-month Service by either party upon not less than 30 calendar days written notice to the other party; (b) expiration or termination of this Exhibit or the Agreement in accordance with its terms; or (c) extension of the Service Term for a specific period of time pursuant to an Order Form.

**4. SERVICE RATES; ORDERING; ORDER CANCELLATION.**

4.1 To obtain Service under this Exhibit, Customer must provide Qwest with its requirements for Service, including requested location of the CPA-DIF Facility and technical requirements. Qwest, in its sole discretion, will determine if the Service is available. If so, based on the information provided by Customer, Qwest will send Customer a quote form describing the Service and related requirements and charges (a "CPA-DIF Quote Form") in the form attached hereto as Exhibit CPA-DIF2 or any subsequent form used by Qwest.

4.2 To order the Service described in a Qwest-issued CPA-DIF Quote Form, Customer must execute the CPA-DIF Quote Form and return it to Qwest in the manner stated therein (a "CPA-DIF Service Order"). By submitting a CPA-DIF Service Order, Customer agrees to all terms and conditions contained in such CPA-DIF Service Order, in addition to those in this Exhibit and the Agreement, which become binding when Qwest accepts such CPA-DIF Service Order. If there is a conflict between the terms of a CPA-DIF Service Order and this Exhibit, the CPA-DIF Service Order will control.

4.3 All CPA-DIF Quote Forms expire on the 'Quote Expiration Date' stated on the CPA-DIF Quote Form. If no specific Quote Expiration Date is stated on the CPA-DIF Quote Form, then the CPA-DIF Quote Form expires 30 calendar days after the 'Quote Date' stated on such CPA-DIF Quote Form.

4.4 In addition to any charges stated in a CPA-DIF Service Order, Customer is also responsible for (a) any and all ancillary charges identified in this Exhibit that are applicable to each CPA-DIF Service Order, if any, and (b) any and all ancillary charges identified in Exhibit T that are applicable to all Local Access services, such as Construction, Extended Wiring, Multiplexing, and Local Loop Move, to the extent not specifically addressed in this Exhibit.

4.5 If a CPA-DIF Service Order is accepted by Qwest, the date on which Qwest accepts the order is the "Order Acceptance Date" and is solely determined by Qwest. Qwest will deliver the Service within 45 business days after the Order Acceptance Date or on such

**SERVICE EXHIBIT CPA-DIF  
LOCAL ACCESS SERVICE - CUSTOMER PROVIDED ACCESS - DEDICATED ILEC FIBER  
WHOLESALE / ENHANCED SERVICES AGREEMENT**

other date specified in the CPA-DIF Service Order. The date Qwest completes the construction of the CPA-DIF Facility and makes it available for Customer to use is the "Delivery Date."

4.6 Qwest will use commercially reasonable efforts to deliver the CPA-DIF Facility to Customer as scheduled. If for any reason Qwest does not deliver the CPA-DIF Facility to Customer on the agreed upon date, Qwest will not be liable to Customer for any resultant loss or damage.

4.7 Unless Customer provides Qwest written notice to the contrary within 10 calendar days after the Delivery Date, Customer is deemed to have accepted the delivery of the Service (including the CPA-DIF Facility) "AS IS" and "WITH ALL FAULTS".

4.8 Events beyond Qwest's control (such as Customer not timely delivering the fiber to the Customer Premises) will not excuse Customer's obligation to pay Qwest all rates and charges applicable to the Service, regardless of whether such Service is being used by Customer.

4.9 If Customer cancels a CPA-DIF Service Order within 5 business days after the Order Acceptance Date, Customer will not be charged any cancellation charges under this Exhibit for the terminated order. If Customer cancels a CPA-DIF Service Order more than 5 business days after the Order Acceptance Date, or if Qwest terminates a CPA-DIF Service Order prior to the Delivery Date due to Customer's breach of the Agreement, Customer must pay Qwest all of the non-recurring charges for the cancelled Service. Customer also must pay all applicable early termination charges pursuant to Exhibit T that may apply for early termination of any associated Local Access services such as Construction, Extended Wiring, Multiplexing, and Local Loop Move.

4.10 In the event of Regulatory Activity and notwithstanding any other provision herein to the contrary, Qwest may, upon prior written notice when reasonably practicable, modify, change or add to (a) the rates and charges, (b) the Service, and (c) the other terms and conditions contained in this Exhibit, to reflect the impact of, or to effect, such Regulatory Activity.

**5. INSURANCE.**

5.1 At its own cost, at all times during the Service Term, Customer must carry and maintain, and must ensure that its Third Party Provider carries and maintains, the insurance coverage listed below with insurers having a minimum "Best's" rating of A- VII. Customer also must require its subcontractors and agents, and must ensure that its Third Party Provider requires its subcontractors and agents, who have access to the Qwest Premises, to maintain the same insurance.

(a) 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 Qwest Premises by Customer, including coverage for operations of the Qwest Premises or products or services, and contractual liability coverage with respect to the liability hereunder assumed by Customer, and through it, the Third Party Provider. The limits of insurance will be no less than:

Each Occurrence	\$5,000,000
General Aggregate	10,000,000
Products/Completed Operations	5,000,000
Personal & Advertising Injury	5,000,000

(b) Workers' Compensation insurance with statutory limits as required in the state(s) of operation must cover any employee or representative of Customer entering the Qwest Premises, even if not required by statute. Employer's Liability or "Stop Gap" insurance must have limits of no less than \$500,000 for each accident.

(c) Comprehensive Commercial Automobile Liability insurance must cover all Customer and Third Party Provider owned, non-owned and hired motor vehicles used in connection with the CPA-DIF Facility obtained under this Exhibit, with limits of at least \$1,000,000 per occurrence for bodily injury and property damage.

(d) All Risk Property Insurance with respect to any equipment and property owned or leased by Customer or Third Party Provider must cover the value for any equipment and property's full replacement value.



**SERVICE EXHIBIT CPA-DIF  
LOCAL ACCESS SERVICE - CUSTOMER PROVIDED ACCESS - DEDICATED ILEC FIBER  
WHOLESALE / ENHANCED SERVICES AGREEMENT**

5.2 Customer and the Third Party Provider each may obtain the insurance limits required herein through any combination of primary and excess or umbrella liability insurance. Customer must forward to Qwest certificate(s) of such insurance upon execution of this Exhibit and upon any renewal of the insurance during the Service Term. The certificate(s) must provide that (a) each of Customer and the Third Party Provider has named Qwest as an additional insured with respect to this Exhibit; (b) each of Customer and the Third Party Provider will give Qwest 30 calendar days' written notice of cancellation of, material change or exclusion to any required policy; and (c) coverage is primary and not excess of, or contributory with, any other valid and collectible insurance purchased or maintained by Qwest. Customer and the Third Party Provider each may self insure the types and amounts of insurance listed above, only if (i) it sustains total stockholder equity/net worth of no less than \$100,000,000, and (ii) it's program of self insurance providing protections to itself is no less than those set forth above.

5.3 Notwithstanding anything in this Exhibit to the contrary, Qwest, Customer and the Third Party Provider waive all rights of recovery, claim, action or cause of action against the other party, its agents (including partners, both general and limited), trustees, officers, directors, agents and employees, for any loss or damage that may occur to the Qwest Premises, or any improvements to the Qwest Premises, or any property of such party in the Qwest Premises, arising from any cause covered by any insurance carried by such party, including negligence of the other party. Qwest, Customer and the Third Party Provider will cause their respective insurers to issue appropriate waiver of subrogation rights endorsements to all property insurance policies carried in connection with the Qwest Premises or its contents.

5.4 Customer and the Third Party Provider must comply with any insurance requirement(s) imposed pursuant to any agreement between Qwest and the Building owner. Qwest will provide Customer and Third Party Provider with notice of any such applicable requirements.

**6. TERMINATION.**

6.1 On not less than 60 calendar days' prior written notice to Customer, Qwest may terminate any CPA-DIF Facility if it decides to decommission any portion of the Qwest Premises.

6.2 On not less than 60 calendar days' prior written notice to the other party, either party may terminate any CPA-DIF Facility if the other party abandons the Building where the CPA-DIF Facility is located or the other party's lease for premises within the Building expires or terminates.

6.3 If Customer does not comply with the restrictions set forth in Section 1.6 or any of its other obligations set forth in this Exhibit, Qwest may, in addition to any and all other remedies that Qwest may have under the Agreement, at law or in equity, immediately terminate all Service provided hereunder, including removing the CPA-DIF Facility.

6.4 Customer may terminate a Service for convenience after the Delivery Date and prior to the end of the Service Term by providing Qwest 60 days' prior written notice, in a form reasonably requested by Qwest. If Customer terminates all Related Services applicable to any CPA-DIF Facility or Service, Customer will be deemed to have terminated that Service under this Section.

6.5 After receipt by Qwest of a written request to disconnect an installed Service prior to the end of the applicable Service Term, Qwest will send Customer a written Service disconnect order acknowledgement, confirming the request to terminate the Service and the date of Service disconnection.

6.6 Upon termination of any CPA-DIF Facility or Service for any reason whatsoever, Customer shall not have any right of access to, or interest in, any associated Qwest-provided equipment or facility or to the Qwest telecommunications network or facility. Customer agrees to not remove any cable or fiber from the Demarcation Point or Qwest Premises, and further agrees that any cable pulling, splice cutting or removal of Customer's fiber from the Demarcation Point will be performed by Qwest.

**SERVICE EXHIBIT CPA-DIF2  
LOCAL ACCESS SERVICE - CUSTOMER PROVIDED ACCESS - DEDICATED ILEC FIBER  
WHOLESALE / ENHANCED SERVICES AGREEMENT**

**CPA-DEDICATED ILEC FIBER QUOTE / ORDER FORM**

**1. Request:**

- 1.1 NSSD Date NSSD0703009
- 1.2 Quote Date: 12/15/09
- 1.3 Quote Expiration Date 1/20/09
- 1.4 Delivery Date  
(only if other than 45  
days after Order  
Acceptance Date)

**2. CUSTOMER PREMISES LOCATED AT:**

2.1	Address 1:	9110 COMMERCE CENTER CIRCLE
2.2	City/State/Zip:	HIGHLANDS RANCH, CO 80129

**3. QWEST PREMISES LOCATED AT:**

3.1	Address 2:	HLRNCOPF, 9110 COMMERCE CENTER CIRCLE
3.2	City/State/Zip:	HIGHLANDS RANCH, CO 80129

**4. Demarcation Points:**

QMOE Switch: **HLRNCOPF00W**  
Location: HLRNCOPF, RR 1903.02, Pnl 2, Ports 17 & 18  
Router Type: Cisco 3750, Slot: 0, Port: 1

6509 Router: **HLRNCOPF19W**  
Location: HLRNCOPF, RR 0111.23  
Router Type: Cisco 6509, Slot: 2, Port: 3

QMOE Switch: **HLRNCOPF10W**  
Location: HLRNCOPF, RR 1902.04, Pnl 13, Ports 3 & 4  
Router Type: Cisco 3750, Slot: 0, Port: 1

6509 Router: **HLRNCOPF20W**  
Location: HLRNCOPF, RR 0111.24  
Router Type: Cisco 6509, Slot: 2, Port: 3

**5. Number of Fiber pairs to be terminated:** Three (3) pair SM fiber. Two pair terminated, one pair spare.

**6. Third Party Provider:** QC

**7. Optical level of Qwest service being procured.** Customer represents and warrants that the CPA-DIF Facility will be used for OCn signal level connectivity.

**8. Rates:** Non-Recurring Charge (NRC): **\$4,000.00**, total for the three pair.

**9. Term:**

Initial Service Term (only if greater than 12 months): 12 months

**SERVICE EXHIBIT CPA-DIF2  
LOCAL ACCESS SERVICE - CUSTOMER PROVIDED ACCESS - DEDICATED ILEC FIBER  
WHOLESALE / ENHANCED SERVICES AGREEMENT**

10. Notes, Special Requirements: Select applicable box below:

None; or

Yes, the following are the notes/special requirements: As a cross connect for Physical Access.

11. Submitting This Order:

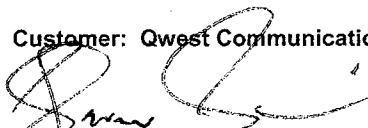
Once fully executed, this CPA-Dedicated ILEC Fiber Quote / Order Form should be sent to Qwest Wholesale Contract Administration at facsimile number 303-896-7358 or sent in PDF to [wholesale.contracts@qwest.com](mailto:wholesale.contracts@qwest.com)

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If Qwest accepts this order for Service, such Service will be governed by Customer's wholesale services agreement and applicable CPA-DIF Service Exhibit.

Customer: Qwest Communications (QC)

  
\_\_\_\_\_  
Authorized Signature

Steven Siwal  
\_\_\_\_\_  
Name Typed or Printed

VP Finance  
\_\_\_\_\_  
Title

December 18, 2009  
\_\_\_\_\_  
Date

**SERVICE EXHIBIT CPA-DIF2  
LOCAL ACCESS SERVICE - CUSTOMER PROVIDED ACCESS - DEDICATED ILEC FIBER  
WHOLESALE / ENHANCED SERVICES AGREEMENT**

**CPA-DEDICATED ILEC FIBER QUOTE / ORDER FORM**

**1. Request:**

- 1.1 NSSD Date NSSD0703009  
1.2 Quote Date: 12/15/09  
1.3 Quote Expiration Date 1/20/10  
1.4 Delivery Date  
(only if other than 45  
days after Order  
Acceptance Date)

**2. CUSTOMER PREMISES LOCATED AT:**

2.1	Address 1:	2120 N. CENTRAL AVENUE
2.2	City/State/Zip:	PHOENIX, AZ 85004

**3. QWEST PREMISES LOCATED AT:**

3.1	Address 2:	PHNXAZUI, 2120 N. CENTRAL AVENUE, SUITE G31,
3.2	City/State/Zip:	PHOENIX, AZ 85004

**4. Demarcation Points:**

QMOE Switch: **PHNXAZUI00W**  
Location: PHNXAZUI, RR 0045.01, Pnl 2, Ports 1 & 2

6509 Router: **PHNXAZUI14W**  
Location PHNXAZUI, RR 0029.03  
Router type: Cisco 6509, slot 2 port 3

QMOE Switch: **PHNXAZUI10W**  
Location: PHNXAZUI, RR 0045.01, Pnl 3, Ports 5 & 6

6509 Router: **PHNXAZUI15W**  
Location PHNXAZUI, RR 0029.04, Shelf 1  
Router type: Cisco 6509, slot 2 port

**5. Number of Fiber pairs to be terminated:** Three (3) pair SM fiber. Two pair terminated, one pair spare.

**6. Third Party Provider:** QC

**7. Optical level of Qwest service being procured.** Customer represents and warrants that the CPA-DIF Facility will be used for OCn signal level connectivity.

**8. Rates:**

Non-Recurring Charge (NRC): **\$4,000.00**, total for the three pair.

**9. Term:**

Initial Service Term (only if greater than 12 months): 12 months

**10. Notes, Special Requirements:** Select applicable box below:

None; or

**SERVICE EXHIBIT CPA-DIF2  
LOCAL ACCESS SERVICE - CUSTOMER PROVIDED ACCESS - DEDICATED ILEC FIBER  
WHOLESALE / ENHANCED SERVICES AGREEMENT**

Yes, the following are the notes/special requirements: As a cross connect for Physical Access.

**11. Submitting This Order:**

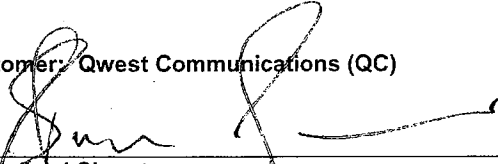
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If Qwest accepts this order for Service, such Service will be governed by Customer's wholesale services agreement and applicable CPA-DIF Service Exhibit.

Customer: Qwest Communications (QC)



Authorized Signature

Steven Swain

Name Typed or Printed

VP Finance

Title

December 18, 2009

Date

**SERVICE EXHIBIT CPA-DIF2  
LOCAL ACCESS SERVICE - CUSTOMER PROVIDED ACCESS - DEDICATED ILEC FIBER  
WHOLESALE / ENHANCED SERVICES AGREEMENT**

**CPA-DEDICATED ILEC FIBER QUOTE / ORDER FORM**

**1. Request:**

- 1.1 NSSD Date 11/4/09
- 1.2 Quote Date: 12/15/09
- 1.3 Quote Expiration Date 1/20/2010
- 1.4 Delivery Date  
(only if other than 45  
days after Order  
Acceptance Date)

**2. CUSTOMER PREMISES LOCATED AT:**

2.1	Address 1:	TCSNAZMA & TCSNAZRN
2.2	City/State/Zip:	

**3. QWEST PREMISES LOCATED AT:**

3.1	Address 2:	210 WEST ELM ST.
3.2	City/State/Zip:	TUCSON, AZ 85705

**4. Demarcation Point:** QC will provide the connection between the QC internal router in the Central Offices and the QCC POPs via fiber. QC will not need to place any transport or Ethernet equipment at the QCC POP

**5. Number of Fiber pairs to be terminated:** two (2) pair

**6. Third Party Provider:** Qwest Communications

**7. Optical level of Qwest service being procured.** Customer represents and warrants that the CPA-DIF Facility will be used for GigE signal level connectivity.

**8. Rates:**

Non-Recurring Charge (NRC) per fiber pair: \$2,000.00, Total of \$4,000.00

**9. Term:**

Initial Service Term (only if greater than 12 months): 36 months

**10. Notes, Special Requirements:** Select applicable box below:

- None; or
- Yes, the following are the notes/special requirements:

**11. Submitting This Order:**

Once fully executed, this CPA-Dedicated ILEC Fiber Quote / Order Form should be sent to Qwest Wholesale Contract Administration at facsimile number 303-896-7358 or sent in PDF to [wholesale.contracts@qwest.com](mailto:wholesale.contracts@qwest.com)

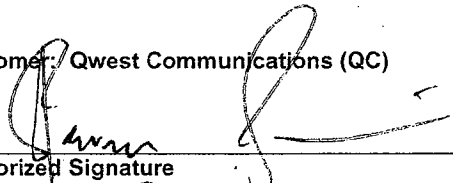
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**SERVICE EXHIBIT CPA-DIF2  
LOCAL ACCESS SERVICE - CUSTOMER PROVIDED ACCESS - DEDICATED ILEC FIBER  
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If Qwest accepts this order for Service, such Service will be governed by Customer's wholesale services agreement and applicable CPA-DIF Service Exhibit.

Customer: Qwest Communications (QC)



Authorized Signature

Steven Swain

Name Typed or Printed

VP. Finance

Title

December 18, 2009

Date

**SERVICE EXHIBIT CPA-DIF2  
LOCAL ACCESS SERVICE - CUSTOMER PROVIDED ACCESS - DEDICATED ILEC FIBER  
WHOLESALE / ENHANCED SERVICES AGREEMENT**

**CPA-DEDICATED ILEC FIBER QUOTE / ORDER FORM**

**1. Request:**

- 1.1 NSSD Date 11/4/09
- 1.2 Quote Date: 12/15/09
- 1.3 Quote Expiration Date 1/20/2010
- 1.4 Delivery Date  
(only if other than 45  
days after Order  
Acceptance Date)

**2. CUSTOMER PREMISES LOCATED AT:**

2.1	Address 1:	OMAHNENW & OMAHNE90
2.2	City/State/Zip:	

**3. QWEST PREMISES LOCATED AT:**

3.1	Address 2:	1201 Franham
3.2	City/State/Zip:	OMAHA, NE 68102

**4. Demarcation Point:** QC will provide the connection between the QC internal router in the Central Offices and the QCC POPs via fiber. QC will not need to place any transport or Ethernet equipment at the QCC POP

**5. Number of Fiber pairs to be terminated:** two (2) pair

**6. Third Party Provider:** Qwest Communications

**7. Optical level of Qwest service being procured.** Customer represents and warrants that the CPA-DIF Facility will be used for GigE signal level connectivity.

**8. Rates:**

Non-Recurring Charge (NRC) per fiber pair: \$2,000.00, Total of \$4,000.00

**9. Term:**

Initial Service Term (only if greater than 12 months): 36 months

**10. Notes, Special Requirements:** Select applicable box below:

- None; or
- Yes, the following are the notes/special requirements:

**11. Submitting This Order:**

Once fully executed, this CPA-Dedicated ILEC Fiber Quote / Order Form should be sent to Qwest Wholesale Contract Administration at facsimile number 303-896-7358 or sent in PDF to [wholesale.contracts@qwest.com](mailto:wholesale.contracts@qwest.com)

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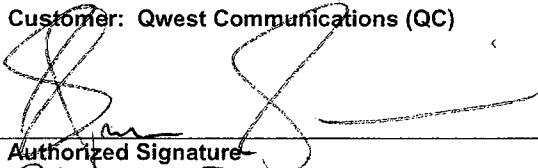


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If Qwest accepts this order for Service, such Service will be governed by Customer's wholesale services agreement and applicable CPA-DIF Service Exhibit.

Customer: Qwest Communications (QC)

  
\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name Typed or Printed

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**SERVICE EXHIBIT CPA-DIF2  
LOCAL ACCESS SERVICE - CUSTOMER PROVIDED ACCESS - DEDICATED ILEC FIBER  
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**CPA-DEDICATED ILEC FIBER QUOTE / ORDER FORM**

**1. Request:**

- 1.1 NSSD Date 11/19/09
- 1.2 Quote Date: 12/4/09
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Acceptance Date)

**2. CUSTOMER PREMISES LOCATED AT:**

2.1	Address 1:	SLKCUTMA Qwest Local Central Office
2.2	City/State/Zip:	

**3. QWEST PREMISES LOCATED AT:**

3.1	Address 2:	205 E 200 S. SALT LAKE DATA CENTER
3.2	City/State/Zip:	SALT LAKE CITY, UT 84111

**4. Demarcation Point:** CPA ELA POP Local Access Option #5 . QC will provide the connection between the QC internal router in the Central Office and the QCC POP via fiber. QC will not need to place any transport or Ethernet equipment at the QCC POP.

**5. Number of Fiber pairs to be terminated:** one (1) pair

**6. Third Party Provider:** Qwest Communications

**7. Optical level of Qwest service being procured.** Customer represents and warrants that the CPA-DIF Facility will be used for GigE signal level connectivity.

**8. Rates:**

Non-Recurring Charge (NRC) per fiber pair: \$2,000.00, **Total of \$2,000.00**

**9. Term:**

Initial Service Term (only if greater than 12 months): 36 months

**10. Notes, Special Requirements:** Select applicable box below:

- None; or
- Yes, the following are the notes/special requirements:

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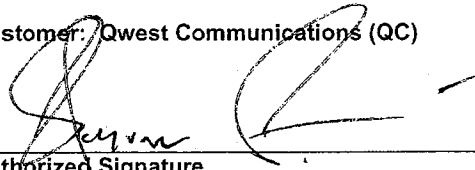
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Customer: Qwest Communications (QC)



Authorized Signature

Steven Swain

Name Typed or Printed

VP Finance

Title

December 18, 2009

Date

**SERVICE EXHIBIT CPA-DIF2  
LOCAL ACCESS SERVICE - CUSTOMER PROVIDED ACCESS - DEDICATED ILEC FIBER  
WHOLESALE / ENHANCED SERVICES AGREEMENT**

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1.4 Delivery Date  
(only if other than 45  
days after Order  
Acceptance Date)

**2. CUSTOMER PREMISES LOCATED AT:**

2.1	Address 1:	ALBQNMNO Qwest Local Central Office
2.2	City/State/Zip:	

**3. QWEST PREMISES LOCATED AT:**

3.1	Address 2:	400 TIJERAS
3.2	City/State/Zip:	ALBUQUERQUE, NM 87102

**4. Demarcation Point:** CPA ELA POP Local Access Option #5 . QC will provide the connection between the QC internal router in the Central Office and the QCC POP via fiber. QC will not need to place any transport or Ethernet equipment at the QCC POP.

**5. Number of Fiber pairs to be terminated:** one (1) pair

**6. Third Party Provider:** Qwest Communications

**7. Optical level of Qwest service being procured.** Customer represents and warrants that the CPA-DIF Facility will be used for GigE signal level connectivity.

**8. Rates:**

Non-Recurring Charge (NRC) per fiber pair: \$2,000.00, Total of \$2,000.00

**9. Term:**

Initial Service Term (only if greater than 12 months): 36 months

**10. Notes, Special Requirements:** Select applicable box below:

- None; or  
 Yes, the following are the notes/special requirements:

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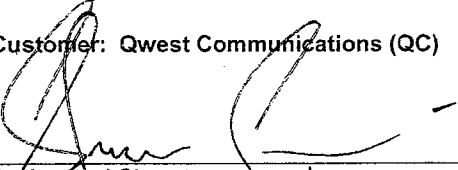
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Customer: Qwest Communications (QC)

  
\_\_\_\_\_  
Authorized Signature  
Steven Swain  
\_\_\_\_\_  
Name Typed or Printed  
VP Finance  
\_\_\_\_\_  
Title  
December 18 2009  
\_\_\_\_\_  
Date

**SERVICE EXHIBIT CPA-DIF2  
LOCAL ACCESS SERVICE - CUSTOMER PROVIDED ACCESS - DEDICATED ILEC FIBER  
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**CPA-DEDICATED ILEC FIBER QUOTE / ORDER FORM**

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days after Order  
Acceptance Date)

**2. CUSTOMER PREMISES LOCATED AT:**

2.1	Address 1:	ALBQNMMA Qwest Local Central Office
2.2	City/State/Zip:	

**3. QWEST PREMISES LOCATED AT:**

3.1	Address 2:	400 TIJERAS
3.2	City/State/Zip:	ALBUQUERQUE, NM 87102

**4. Demarcation Point:** CPA ELA POP Local Access Option #5 . QC will provide the connection between the QC internal router in the Central Office and the QCC POP via fiber. QC will not need to place any transport or Ethernet equipment at the QCC POP.

**5. Number of Fiber pairs to be terminated:** one (1) pair

**6. Third Party Provider:** Qwest Communications

**7. Optical level of Qwest service being procured.** Customer represents and warrants that the CPA-DIF Facility will be used for GigE signal level connectivity.

**8. Rates:**

Non-Recurring Charge (NRC) per fiber pair: \$2,000.00, Total of \$2,000.00

**9. Term:**

Initial Service Term (only if greater than 12 months): 36 months

**10. Notes, Special Requirements:** Select applicable box below:

- None; or
- Yes, the following are the notes/special requirements:

**11. Submitting This Order:**

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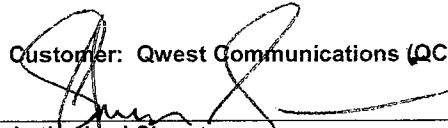
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Customer: Qwest Communications (QC)

  
\_\_\_\_\_  
Authorized Signature

Steve Swain  
\_\_\_\_\_  
Name Typed or Printed

VP Finance  
\_\_\_\_\_  
Title

December 18, 2009  
\_\_\_\_\_  
Date

**SERVICE EXHIBIT CPA-DIF2  
LOCAL ACCESS SERVICE - CUSTOMER PROVIDED ACCESS - DEDICATED ILEC FIBER  
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**CPA-DEDICATED ILEC FIBER QUOTE / ORDER FORM**

**1. Request:**

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(only if other than 45  
days after Order  
Acceptance Date)

**2. CUSTOMER PREMISES LOCATED AT:**

2.1	Address 1:	EAGLIDNM Qwest Local Central Office
2.2	City/State/Zip:	

**3. QWEST PREMISES LOCATED AT:**

3.1	Address 2:	999 W MAIN ST BOISE
3.2	City/State/Zip:	ID 83702-9000

**4. Demarcation Point:** CPA ELA POP Local Access Option #5 . QC will provide the connection between the QC internal router in the Central Office and the QCC POP via fiber. QC will not need to place any transport or Ethernet equipment at the QCC POP.

**5. Number of Fiber pairs to be terminated:** one (1) pair

**6. Third Party Provider:** Qwest Communications

**7. Optical level of Qwest service being procured.** Customer represents and warrants that the CPA-DIF Facility will be used for GigE signal level connectivity.

**8. Rates:**

Non-Recurring Charge (NRC) per fiber pair: \$2,000.00, Total of \$2,000.00

**9. Term:**

Initial Service Term (only if greater than 12 months): 36 months

**10. Notes, Special Requirements:** Select applicable box below:

- None; or
- Yes, the following are the notes/special requirements:

**11. Submitting This Order:**

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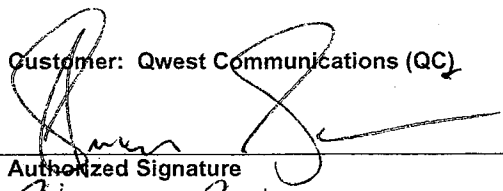
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WHOLESALE / ENHANCED SERVICES AGREEMENT**

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If Qwest accepts this order for Service, such Service will be governed by Customer's wholesale services agreement and applicable CPA-DIF Service Exhibit.

Customer: Qwest Communications (QC)

  
\_\_\_\_\_  
Authorized Signature

Steven Swain  
\_\_\_\_\_  
Name Typed or Printed

VP Finance  
\_\_\_\_\_  
Title

December 18, 2009  
\_\_\_\_\_  
Date

**SERVICE EXHIBIT CPA-DIF2  
LOCAL ACCESS SERVICE - CUSTOMER PROVIDED ACCESS - DEDICATED ILEC FIBER  
WHOLESALE / ENHANCED SERVICES AGREEMENT**

**CPA-DEDICATED ILEC FIBER QUOTE / ORDER FORM**

**1. Request:**

- 1.1 NSSD Date 11/19/09
- 1.2 Quote Date: 12/4/09
- 1.3 Quote Expiration Date 1/4/2010
- 1.4 Delivery Date  
(only if other than 45  
days after Order  
Acceptance Date)

**2. CUSTOMER PREMISES LOCATED AT:**

2.1	Address 1:	BOISIDWE Qwest Local Central Office
2.2	City/State/Zip:	

**3. QWEST PREMISES LOCATED AT:**

3.1	Address 2:	999 W MAIN ST BOISE,
3.2	City/State/Zip:	ID 83702-9000

**4. Demarcation Point:** CPA ELA POP Local Access Option #5 . QC will provide the connection between the QC internal router in the Central Office and the QCC POP via fiber. QC will not need to place any transport or Ethernet equipment at the QCC POP.

**5. Number of Fiber pairs to be terminated:** one (1) pair

**6. Third Party Provider:** Qwest Communications

**7. Optical level of Qwest service being procured.** Customer represents and warrants that the CPA-DIF Facility will be used for GigE signal level connectivity.

**8. Rates:**

Non-Recurring Charge (NRC) per fiber pair: \$2,000.00, Total of \$2,000.00

**9. Term:**

Initial Service Term (only if greater than 12 months): 36 months

**10. Notes, Special Requirements:** Select applicable box below:

- None; or
- Yes, the following are the notes/special requirements:

**11. Submitting This Order:**

Once fully executed, this CPA-Dedicated ILEC Fiber Quote / Order Form should be sent to Qwest Wholesale Contract Administration at facsimile number 303-896-7358 or sent in PDF to [wholesale.contracts@qwest.com](mailto:wholesale.contracts@qwest.com)

By submitting this order to Qwest, Customer agrees to be bound by all of the terms and conditions contained herein. Unless otherwise defined herein, capitalized terms shall have the definitions assigned to them in the wholesale services agreement between Qwest and

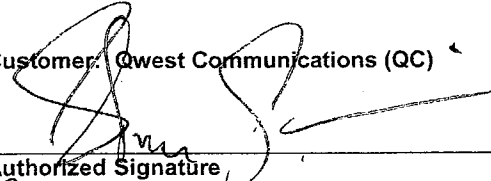
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LOCAL ACCESS SERVICE - CUSTOMER PROVIDED ACCESS - DEDICATED ILEC FIBER  
WHOLESALE / ENHANCED SERVICES AGREEMENT**

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If Qwest accepts this order for Service, such Service will be governed by Customer's wholesale services agreement and applicable CPA-DIF Service Exhibit.

Customer: Qwest Communications (QC)

  
\_\_\_\_\_  
Authorized Signature

Steven Swain  
\_\_\_\_\_  
Name Typed or Printed

VP Finance  
\_\_\_\_\_  
Title

December 18, 2009  
\_\_\_\_\_  
Date

**SERVICE EXHIBIT CPA-DIF2  
LOCAL ACCESS SERVICE - CUSTOMER PROVIDED ACCESS - DEDICATED ILEC FIBER  
WHOLESALE / ENHANCED SERVICES AGREEMENT**

**CPA-DEDICATED ILEC FIBER QUOTE / ORDER FORM**

**1. Request:**

- 1.1 NSSD Date 11/19/09  
1.2 Quote Date: 12/4/09  
1.3 Quote Expiration Date 1/4/2010  
1.4 Delivery Date  
(only if other than 45  
days after Order  
Acceptance Date)

**2. CUSTOMER PREMISES LOCATED AT:**

2.1	Address 1:	CLSPCOEA Qwest Local Central Office
2.2	City/State/Zip:	

**3. QWEST PREMISES LOCATED AT:**

3.1	Address 2:	7150 CAMPUS DR COLORADO SPRINGS,
3.2	City/State/Zip:	CO 80920-3177

**4. Demarcation Point:** CPA ELA POP Local Access Option #5 . QC will provide the connection between the QC internal router in the Central Office and the QCC POP via fiber. QC will not need to place any transport or Ethernet equipment at the QCC POP.

**5. Number of Fiber pairs to be terminated:** one (1) pair

**6. Third Party Provider:** Qwest Communications

**7. Optical level of Qwest service being procured.** Customer represents and warrants that the CPA-DIF Facility will be used for GigE signal level connectivity.

**8. Rates:**

Non-Recurring Charge (NRC) per fiber pair: \$2,000.00, Total of \$2,000.00

**9. Term:**

Initial Service Term (only if greater than 12 months): 36 months

**10. Notes, Special Requirements:** Select applicable box below:

- None; or  
 Yes, the following are the notes/special requirements:

**11. Submitting This Order:**

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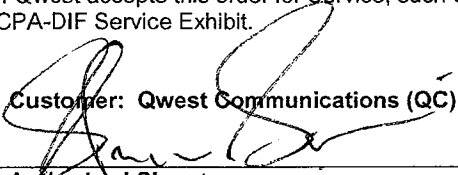
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LOCAL ACCESS SERVICE - CUSTOMER PROVIDED ACCESS - DEDICATED ILEC FIBER  
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Customer: Qwest Communications (QC)

  
\_\_\_\_\_  
Authorized Signature

Steven Swain

\_\_\_\_\_  
Name Typed or Printed

VP. Finance

\_\_\_\_\_  
Title

December 18, 2009

\_\_\_\_\_  
Date

**SERVICE EXHIBIT CPA-DIF2  
LOCAL ACCESS SERVICE - CUSTOMER PROVIDED ACCESS - DEDICATED ILEC FIBER  
WHOLESALE / ENHANCED SERVICES AGREEMENT**

**CPA-DEDICATED ILEC FIBER QUOTE / ORDER FORM**

**1. Request:**

- 1.1 NSSD Date 11/19/09
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**2. CUSTOMER PREMISES LOCATED AT:**

2.1	Address 1:	CLSPCOMA Qwest Local Central Office
2.2	City/State/Zip:	

**3. QWEST PREMISES LOCATED AT:**

3.1	Address 2:	7150 CAMPUS DR COLORADO SPRINGS,
3.2	City/State/Zip:	CO 80920-3177

**4. Demarcation Point:** CPA ELA POP Local Access Option #5 . QC will provide the connection between the QC internal router in the Central Office and the QCC POP via fiber. QC will not need to place any transport or Ethernet equipment at the QCC POP.

**5. Number of Fiber pairs to be terminated:** one (1) pair

**6. Third Party Provider:** Qwest Communications

**7. Optical level of Qwest service being procured.** Customer represents and warrants that the CPA-DIF Facility will be used for GigE signal level connectivity.

**8. Rates:**

Non-Recurring Charge (NRC) per fiber pair: \$2,000.00, Total of \$2,000.00

**9. Term:**

Initial Service Term (only if greater than 12 months): 36 months

**10. Notes, Special Requirements:** Select applicable box below:

- None; or
- Yes, the following are the notes/special requirements:

**11. Submitting This Order:**

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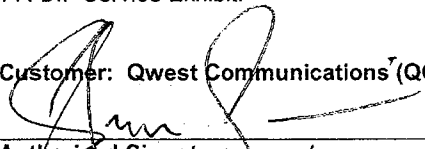
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Customer: Qwest Communications<sup>T</sup> (QC)

  
\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name Typed or Printed

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**SERVICE EXHIBIT CPA-DIF2  
LOCAL ACCESS SERVICE - CUSTOMER PROVIDED ACCESS - DEDICATED ILEC FIBER  
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**CPA-DEDICATED ILEC FIBER QUOTE / ORDER FORM**

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- 1.4 Delivery Date  
(only if other than 45  
days after Order  
Acceptance Date)

**2. CUSTOMER PREMISES LOCATED AT:**

2.1	Address 1:	DESMIAAW Qwest Local Central Office
2.2	City/State/Zip:	

**3. QWEST PREMISES LOCATED AT:**

3.1	Address 2:	925 HIGH ST DES MOINES,
3.2	City/State/Zip:	IA 50309

**4. Demarcation Point:** CPA ELA POP Local Access Option #5 . QC will provide the connection between the QC internal router in the Central Office and the QCC POP via fiber. QC will not need to place any transport or Ethernet equipment at the QCC POP.

**5. Number of Fiber pairs to be terminated:** one (1) pair

**6. Third Party Provider:** Qwest Communications

**7. Optical level of Qwest service being procured.** Customer represents and warrants that the CPA-DIF Facility will be used for GigE signal level connectivity.

**8. Rates:**

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**9. Term:**

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**10. Notes, Special Requirements:** Select applicable box below:

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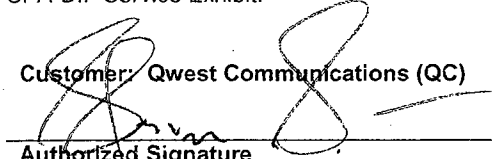
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Customer: Qwest Communications (QC)

  
\_\_\_\_\_  
Authorized Signature

Steven Swain

\_\_\_\_\_  
Name Typed or Printed

VP FINANCE

\_\_\_\_\_  
Title

December 18, 2009

\_\_\_\_\_  
Date

**SERVICE EXHIBIT CPA-DIF2  
LOCAL ACCESS SERVICE - CUSTOMER PROVIDED ACCESS - DEDICATED ILEC FIBER  
WHOLESALE / ENHANCED SERVICES AGREEMENT**

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Acceptance Date)

**2. CUSTOMER PREMISES LOCATED AT:**

2.1	Address 1:	DESMIADT Qwest Local Central Office
2.2	City/State/Zip:	

**3. QWEST PREMISES LOCATED AT:**

3.1	Address 2:	925 HIGH ST
3.2	City/State/Zip:	DES MOINES, IA 50309

**4. Demarcation Point:** CPA ELA POP Local Access Option #5 . QC will provide the connection between the QC internal router in the Central Office and the QCC POP via fiber. QC will not need to place any transport or Ethernet equipment at the QCC POP.

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Non-Recurring Charge (NRC) per fiber pair: \$2,000.00, Total of \$2,000.00

**9. Term:**

Initial Service Term (only if greater than 12 months): 36 months

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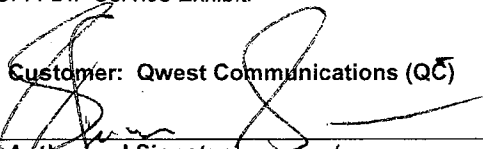
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Customer: Qwest Communications (QC)

  
Authorized Signature

Steven Swain  
Name Typed or Printed

VP Finance  
Title

December 18, 2009  
Date

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LOCAL ACCESS SERVICE - CUSTOMER PROVIDED ACCESS - DEDICATED ILEC FIBER  
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- 1.4 Delivery Date  
(only if other than 45  
days after Order  
Acceptance Date)

**2. CUSTOMER PREMISES LOCATED AT:**

2.1	Address 1:	PTLDOR69 Qwest Local Central Office
2.2	City/State/Zip:	

**3. QWEST PREMISES LOCATED AT:**

3.1	Address 2:	310 SW PARK PORTLAND,
3.2	City/State/Zip:	OR 97205

**4. Demarcation Point:** CPA ELA POP Local Access Option #5 . QC will provide the connection between the QC internal router in the Central Office and the QCC POP via fiber. QC will not need to place any transport or Ethernet equipment at the QCC POP.

**5. Number of Fiber pairs to be terminated:** one (1) pair

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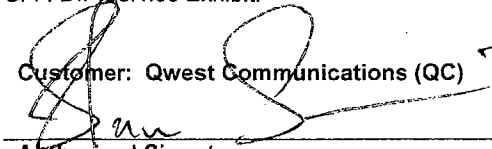
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Customer: Qwest Communications (QC)

  
\_\_\_\_\_  
Authorized Signature

Steven Swain  
\_\_\_\_\_  
Name Typed or Printed

VP Finance  
\_\_\_\_\_  
Title

December 18, 2009  
\_\_\_\_\_  
Date

**SERVICE EXHIBIT CPA-DIF2  
LOCAL ACCESS SERVICE - CUSTOMER PROVIDED ACCESS - DEDICATED ILEC FIBER  
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**2. CUSTOMER PREMISES LOCATED AT:**

2.1	Address 1:	<u>PTLDOR11 Qwest Local Central Office.</u>
2.2	City/State/Zip:	

**3. QWEST PREMISES LOCATED AT:**

3.1	Address 2:	<u>310 SW PARK PORTLAND,</u>
3.2	City/State/Zip:	<u>OR 97205</u>

**4. Demarcation Point:** CPA ELA POP Local Access Option #5 . QC will provide the connection between the QC internal router in the Central Office and the QCC POP via fiber. QC will not need to place any transport or Ethernet equipment at the QCC POP.

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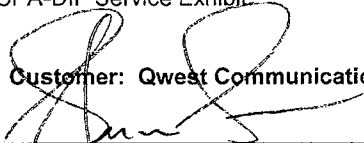
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Customer: Qwest Communications (QC)

  
\_\_\_\_\_  
Authorized Signature

Steven Swain  
\_\_\_\_\_  
Name Typed or Printed

VP Finance  
\_\_\_\_\_  
Title

December 18, 2009  
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Date

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Acceptance Date)

**2. CUSTOMER PREMISES LOCATED AT:**

2.1	Address 1:	MDVAUTMA Qwest Local Central Office
2.2	City/State/Zip:	

**3. QWEST PREMISES LOCATED AT:**

3.1	Address 2:	205 E 200 S
3.2	City/State/Zip:	SALT LAKE CITY, UT 84111

**4. Demarcation Point:** CPA ELA POP Local Access Option #5 . QC will provide the connection between the QC internal router in the Central Office and the QCC POP via fiber. QC will not need to place any transport or Ethernet equipment at the QCC POP.

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 Yes, the following are the notes/special requirements:

**11. Submitting This Order:**

Once fully executed, this CPA-Dedicated ILEC Fiber Quote / Order Form should be sent to Qwest Wholesale Contract Administration at facsimile number 303-896-7358 or sent in PDF to [wholesale.contracts@qwest.com](mailto:wholesale.contracts@qwest.com)

By submitting this order to Qwest, Customer agrees to be bound by all of the terms and conditions contained herein. Unless otherwise defined herein, capitalized terms shall have the definitions assigned to them in the wholesale services agreement between Qwest and



**SERVICE EXHIBIT CPA-DIF2  
LOCAL ACCESS SERVICE - CUSTOMER PROVIDED ACCESS - DEDICATED ILEC FIBER  
WHOLESALE / ENHANCED SERVICES AGREEMENT**

Customer and the applicable CPA-DIF Service Exhibit. If Customer's wholesale services agreement does not include a CPA-DIF Service Exhibit, then Customer agrees that Qwest's then-current standard CPA-DIF Service Exhibit shall automatically be added to the agreement concurrently with Customer's submission of this order.

The terms and rates in this quote form are not (a) valid after the quote form expiration date and (b) binding on Qwest until Qwest accepts the order for Services from Customer. Additional fees, charges and surcharges (e.g., expedite order charges, order change charges, termination liability charges) may apply to the Services under this quote form and will be assessed pursuant to Customer's wholesale services agreement and applicable CPA-DIF Service Exhibit.

If Qwest accepts this order for Service, such Service will be governed by Customer's wholesale services agreement and applicable CPA-DIF Service Exhibit.

  
Customer: Qwest Communications (QC)

\_\_\_\_\_  
Authorized Signature

Steven Swain  
\_\_\_\_\_  
Name Typed or Printed

VP Finance  
\_\_\_\_\_  
Title

December 18, 2009  
\_\_\_\_\_  
Date