

AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **QWEST COMMUNICATIONS COMPANY, LLC (“QCC”)**, whose address is 1801 California Street, Denver, Colorado 80202 (QCC and QC collectively the “Consultant” or “Qwest”) hereinafter collectively referred to as (the “Parties”).

WITNESSETH:

WHEREAS, the Parties entered into an Agreement dated November 3, 2009 to provide leased line, data, and telephony services to the City and County of Denver (the “Agreement”); and

WHEREAS, the Parties wish to amend the Agreement to amend the scope of services and fees for services; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations herein set forth, the Parties agree as follows:

1. All references to “...Exhibit A, entitled “**MASTER SERVICE AGREEMENT**” in the existing Agreement are amended to read: “...Exhibit A, Amendment Number 1 to **MASTER SERVICE AGREEMENT**,” as applicable...”. The Master Service Agreement marked as “Exhibit A, Amendment Number 1 to **MASTER SERVICE AGREEMENT**” is incorporated herein by reference.

2. A new paragraph numbered 36 is hereby added to the Agreement reading as follows:

36. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: Consultant consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

3. This Amendatory Agreement may be executed in two (2) counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument.

4. Except as herein amended, the Agreement affirmed and ratified in each and every particular.

**AMENDMENT 1 TO
MASTER SERVICE AGREEMENT**

THIS AMENDMENT NO. 1 (this "Amendment") by and between **Qwest Communications Company, LLC** ("Qwest" or "QCC") including its subsidiary Qwest Corporation ("QC") whose address is 1801 California Street, Denver, Colorado 80202 (QCC and QC collectively the "Consultant" or "Qwest") and **City and County of Denver, a municipal corporation of the State of Colorado** ("Customer"), hereby amends the Master Service Agreement, Qwest Content ID: 305607, as may have been previously amended (the "Agreement"). Except as set forth in this Amendment, capitalized terms will have the definitions assigned to them in the Agreement.

Qwest and Customer wish to amend the Agreement as follows:

1. Revision of Services. The Services and rates set forth in the pricing table below are being added to the Pricing Attachment of Exhibit B-2, titled Domestic iQ Networking Service Exhibit. These Services are added to, and constitute a part of, the Agreement and the existing Services.

Tiered Ethernet (10 Mbps)	NRC (each)	Internet Port	
		FR Access MRC (each)	Other Access MRC (each)
2 Mbps	\$1,000.00	N/A	\$260.36
4 Mbps	\$1,000.00	N/A	\$365.24
6 Mbps	\$1,000.00	N/A	\$423.20
8 Mbps	\$1,000.00	N/A	\$459.08
10 Mbps	\$1,000.00	N/A	\$483.00

1.1 NRC Waiver. Qwest NRCs specified above are waived so long as such Service ordered hereunder and subject to this waiver remains installed and used by Customer for at least twelve (12) consecutive months ("Minimum Waiver Term"). If this Agreement or any Service subject to this waiver is terminated or cancelled prior to the conclusion of the Minimum Waiver Term for reasons other than a default by Qwest, Customer shall be required, within thirty (30) days of such termination to repay (in addition to any applicable early termination fees set forth in the Agreement) the amount of the applicable Qwest NRC(s) waived pursuant to this section.

2. Revision of Services. The Services and rates set forth in the pricing tables in the Pricing Attachment of Exhibit B-2, titled Domestic iQ Networking Service Exhibit, titled Tiered Fast Ethernet and Tiered Gigabit Ethernet, are deleted and replaced with the Services and rates in the table outlined below. These Services are added to, and constitute a part of, the Agreement and the existing Services.

Tiered Fast Ethernet (100 Mbps)	NRC (each)	Internet Port	
		FR Access MRC (each)	Other Access MRC (each)
10 Mbps	\$1,500.00	N/A	\$421.36
15 Mbps	\$1,500.00	N/A	\$598.92
20 Mbps	\$1,500.00	N/A	\$757.16
30 Mbps	\$1,500.00	N/A	\$1,031.32
40 Mbps	\$1,500.00	N/A	\$1,259.48
50 Mbps	\$1,500.00	N/A	\$1,450.84
60 Mbps	\$1,500.00	N/A	\$1,614.60
70 Mbps	\$1,500.00	N/A	\$1,757.20
80 Mbps	\$1,500.00	N/A	\$1,881.40

Tiered Gigabit Ethernet (1000 Mbps)	NRC (each)	Internet Port	
		FR Access MRC (each)	Other Access MRC (each)
100 Mbps	\$4,000.00	N/A	\$1,978.92
200 Mbps	\$4,000.00	N/A	\$3,554.00
300 Mbps	\$4,000.00	N/A	\$4,839.20
400 Mbps	\$4,000.00	N/A	\$5,907.32
500 Mbps	\$4,000.00	N/A	\$6,808.00
600 Mbps	\$4,000.00	N/A	\$7,578.04
700 Mbps	\$4,000.00	N/A	\$8,245.04
800 Mbps	\$4,000.00	N/A	\$8,827.40
900 Mbps	\$4,000.00	N/A	\$9,339.84
1000 Mbps	\$4,000.00	N/A	\$9,795.24

2.1 NRC Waiver. Qwest NRCs specified above are waived so long as such Service ordered hereunder and subject to this waiver remains installed and used by Customer for at least twelve (12) consecutive months ("Minimum Waiver Term"). If this Agreement or

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any Service subject to this waiver is terminated or cancelled prior to the conclusion of the Minimum Waiver Term for reasons other than a default by Qwest, Customer shall be required, within thirty (30) days of such termination to repay (in addition to any applicable early termination fees set forth in the Agreement) the amount of the applicable Qwest NRC(s) waived pursuant to this section.

3. Addition of Services. Customer is adding a new Service to the Agreement. Customer's new Services are added as follows: Local Access Service Exhibit.

The attached contract documents(s) associated with the addition of Services(s) may include, but is not limited to the following: Service Exhibit(s), Pricing Attachment(s), and Service Attachments, which are added to, and constitute a part of, the Agreement and the existing Services. The definition of Services in the Agreement will include the Services in the contract documents attached to this Amendment. When Customer adds new Service, the following rates will apply: (a) if Service is subject to a promotion, the promotional rate; (b) if rates are Dynamic Rates, (i) the rates in effect at the time the Agreement was signed if the original Agreement Effective Date still applies, (ii) the rates in effect at the time of the Amendment Effective Date if a new Initial Term is selected, or (iii) the rates in effect at the time the Agreement renewed; and (c) if the rates are Static Rates, the then-current rates.

4. Pricing. Any new rates applicable to Customer's existing Services will become effective at Qwest's earliest opportunity, but in no event later than the second full billing cycle following the Amendment Effective Date.

5. Miscellaneous. This Amendment will be effective as of the date it is executed by Qwest after the Customer's signature (the "Amendment Effective Date") and will become part of the Agreement. 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 will control. Electronic signatures on this Amendment will be accepted only in the form and manner prescribed by Qwest.

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The undersigned parties have read and agree to the terms and conditions set forth in this Amendment.

ATTEST: CITY AND COUNTY OF DENVER

By: _____

STEPHANIE Y. O'MALLEY

Clerk and Recorder, Ex-Officio Clerk of the
City and County of Denver

By: _____

MAYOR

APPROVED AS TO FORM:

Attorney for the
City and County of Denver

RECOMMENDED AND APPROVED: DAVID R. FINE

By: _____

CHIEF INFORMATION OFFICER

By: _____

Assistant City Attorney

REGISTERED AND COUNTERSIGNED:

By: _____

Manager of Finance

Contract Control No. CE95035

By: _____

Auditor

"CITY"

QWEST COMMUNICATIONS COMPANY, LLC

TAX ID: 04-6141739 _____

By: _____

**AMENDMENT 1 TO
MASTER SERVICE AGREEMENT
LOCAL ACCESS SERVICE EXHIBIT**

1. General; Definitions. Capitalized terms not defined herein are defined in the Agreement. Qwest will provide Local Access Service ("Service") under the terms of the Agreement, the RSS, and this Service Exhibit. Availability of speeds may vary.

"ATM Local Access" means Leased Access using ATM technology. ATM Local Access is available in bandwidths of DS1, DS3, OC3, and OC12.

"CO Meet Point" means Leased Access (Special Access and ELA only) at a third party local access provider Central Office ("CO") when Customer has a dedicated connection to the CO.

"Collocation" means Customer has leased space in a QPOP, a remote collocation site, or a collocation hotel per a Qwest Collocation Agreement.

"Construction" means the special construction required to extend Service to a Customer-requested Demarcation Point not covered by Extended Wiring or other activities that may cause Qwest to incur expenses in connection with provisioning the Service.

"Cross-Connect Access" means an intra-POP connection between certain Customer facilities with direct access (via collocation or direct connect) to the Qwest Domestic Network (either located within Qwest's transport area or Qwest's collocation area) and the Qwest backbone access point.

"Customer Provided Access" or "CPA" means local access that Customer orders from a third party local access provider to connect the Customer premises to the Qwest Domestic Network at a Demarcation Point specified by Qwest. Qwest will provide Customer with a Limited Letter of Agency ("LOA"), which is incorporated by this reference, authorizing Customer to act as Qwest's agent so that Customer's third party local access provider will connect Customer's premises to the Qwest Domestic Network.

"Demarcation Point" means: (a) the physical interface between the Qwest Domestic Network and the Customer telecommunications equipment; or (b) the physical interface between a third party carrier connecting the Qwest Domestic Network to the Customer's telecommunications equipment.

"Direct Connect" means Qwest in its sole discretion allows Customer to bring its own fiber directly to the Qwest fiber per a valid Direct Connect Agreement.

"DSL Local Access" means Qwest Provided Access using Digital Subscriber Line ("DSL") technology. DSL Local Access is available at bandwidths varying from 128 kbps/64 kbps to 12.280 Mbps/1.024 Mbps.

"ELA" means Ethernet Local Access, which is Qwest Provided Access, Customer Provided Access per a valid CPA-DIF or CPA-DIE Addendum, or Cross Connect Access using Ethernet technology. ELA is available at bandwidths varying from 1 Mbps to 1,000 Mbps (1G) and 10G (Cross Connect Access only). ELA is available in the following options: Native Basic, Native Premier, over SONET, or Ethernet Virtual Access ("EVA"). "Native Basic" is a layer 2, switched, native service utilizing a commercially reasonable approach. "Native Premier" is a layer 2, switched, native service, but will utilize the highest grade metro Ethernet offering from the provider. Native Premier is only available with Qwest iQ[®] Networking Enhanced Port with Secure Internet Gateway ("SIG") and Qwest iQ Networking Private Port, and the Native Premier circuit speed must match the maximum Qwest iQ Networking Private Port or Enhanced Port with SIG bandwidth. Native Premier may be used to support Qwest iQ[®] Networking Quality of Service ("QoS") – see your Qwest iQ[®] Networking service exhibit for further details. "ELA over SONET" is a layer 1, SONET-based service. EVA is a layer 2, Ethernet-based service that utilizes QCC network assets to provide customers with a premium non-oversubscribed connection with Fast E and Gig E connection types.

"Estimated Availability Date" means Qwest's target date for the delivery of Service.

"Extended Wiring" means additional wiring required for orders where the Customer Demarcation Point is not located in the same location as the Qwest assigned Demarcation Point.

"Frame Local Access" means Leased Access using Frame Relay technology. Frame Local Access is available at bandwidths varying from 56 kbps to 44,736 kbps.

"Local Loop Move" applies when the Customer requests that Qwest move a circuit to a different Service Address that is not within the same Customer serving wire center as the existing circuit. A Local Loop Move will be deemed a disconnect of the current circuit and a new install of a new circuit. Local Loop Move is applicable for all types of Service.

"Leased Access" means local backbone access circuits ordered and leased by Qwest from another carrier (specific carrier chosen is at the discretion of Qwest).

"Net Rate" is in lieu of all other rates, discounts, and promotions.

"On-Net Access" means local backbone access circuits provided solely on Qwest owned and operated facilities.

"Protect Route" means Leased Access (ELA, Wavelength Local Access, and Special Access only) where requested by Customer and available, in which Qwest will provide a separate fiber facility path for the protection system between the third party local access provider's serving wire center and the Customer premises. Protect Route uses backup electronics and two physically separate facility paths in the provisioning of the Service. If the working facility or electronics fail, or the Service performance becomes impaired, the facility is designed to automatically switch to the Service protect path in order to maintain a near-continuous flow of information between locations.

"Qwest Domestic Network" means the Qwest network located within the contiguous U.S. states and Hawaii, which is comprised only of physical media, including switches, circuits, and/or ports that are operated by Qwest.

"QPOP" means a Qwest-owned physical point of presence that lies directly on the Qwest Domestic Network where direct interconnection between the Qwest Domestic Network and a third party local access provider's network is possible.

OMR #N03051 amends #Q227545

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"Qwest Provided Access" means either Leased Access or On-Net Access.

"Service Address" means the building where Customer receives the Service. Only a building that is classified by Qwest as a business address can be a Service Address.

"Special Access" means Qwest Provided Access or Customer Provided Access using Digital Signal bandwidths DS0 (Leased Access only), DS1, and DS3 or Optical Carrier signal bandwidths OC3, OC12, OC48, and OC192.

"Start of Service Date" means the earliest to occur of: (a) the date on which Customer begins to utilize the Service; or (b) five days following the date on which Service is made available for use by Customer unless Customer notifies Qwest before this date that the Service or the Qwest interexchange carrier service or IP service on the Qwest Domestic Network ("Dedicated Service") associated with the Service does not meet the applicable performance specifications, if any. If Customer notifies Qwest that the Service or the associated Dedicated Service fails to meet the performance specifications, Qwest will use reasonable efforts to remedy that failure and will provide an updated Estimated Availability Date.

"Wavelength Local Access" means Qwest Provided Access, Customer Provided Access per a valid CPA-DIF or CPA-DIE Addendum, or Cross Connect Access using wave division multiplexing technology available in bandwidths of 1 GbE, 10 GbE LAN PHY, 2.5 G (OC48), 10 GbE WAN PHY (OC192), 40G, OTU1, OTU2, OTU3, 1G, 2G, 4G, and 10G.

2. Service Description and Availability.

2.1 Types of Service. Qwest provides three types of Qwest Local Access Service:

(a) Qwest Provided Access. May be either Leased Access or On-Net Access. Leased Access is generally available as Special Access, ELA, Wavelength Local Access, ATM Local Access, Frame Local Access, and DSL Local Access at the bandwidths listed in the definitions for those access types. Leased Access is also generally available as CO Meet Point. Customer may request a specific local access provider for Leased Access and Qwest will attempt to use the requested provider, but both final routing and the local access carrier used will be at Qwest's sole discretion. On-Net Access is generally available as Special Access, ELA, and Wavelength Local Access.

(b) Customer Provided Access. Customer will pay a CPA charge to Qwest when using: (i) Special Access CPA dedicated facilities or ELA CPA Virtual Local Area Network ("VLAN"), both of which are dedicated entrance facilities Qwest leases from a third party local access provider; or (ii) Ethernet Local CPA POP, which requires Qwest to provide space and power for the third party local access provider to install Ethernet equipment; or (iii) Wavelength Local Access. The CPA will be the responsibility of the customer and Qwest will not pay for or troubleshoot components of the CPA. CPA ELA VLAN is an access type where Qwest will provision and assign an Ethernet Virtual Circuit from the Qwest POP to a customer designated Ethernet facility leased from a common Ethernet Service Provider. This access will be used to connect to a Qwest VLAN assignment on the Qwest public Internet or private network. Qwest will not bill customer a CPA charge for an IP layer 3 expansion site because the customer, not Qwest, is responsible for ordering a cross-connect from the IP layer 3 expansion site manager to meet Qwest in the IP layer 3 expansion site's meet-me-room.

(c) Cross-Connect Access. Customer must have an in effect Telecommunications Collocation License Agreement or an in effect Direct Connect Agreement with Qwest to receive Cross-Connect Access. All Direct Connects require: (i) splicing of Customer and Qwest fibers; (ii) cross-connection of individual circuits; and (iii) an executed Direct Connect Agreement.

2.2 Types of Service Technologies. Qwest uses the following six different technologies to provide Service. Some technologies or speeds may not be available in all areas or with certain types of Service. Some technologies or speeds may not be available in all areas or with certain types of Service.

(a) Special Access. Special Access at the DS-0 bandwidth is not available as On-Net Access and is only available as Leased Access. May include Protect Route.

(b) ELA. Installation and capacity of ELA (Native Basic or ELA over SONET) is on an as-available basis and when available, standard installation timeframes will apply. Construction requirements may cause long installation intervals. Similarly, distance and the availability of Ethernet-supported facilities from the carrier may limit capacity. May include Protect Route.

(c) Frame Local Access. As defined in the General; Definitions section.

(d) ATM Local Access. As defined in the General; Definitions section.

(e) Wavelength Local Access. As defined in the General; Definitions section. May include Protect Route.

(f) DSL Local Access. Installation and capacity of the DSL Local Access service are on a commercially reasonable basis. Customer may experience delayed installation intervals due to special construction requirements and capacity may be limited due to distance and available DSL-supported facilities from the carrier.

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2.3 The Service provides the physical connection between the Service Address and the Qwest Domestic Network. The Service includes any entrance cable or drop wire to that point where provision is made for termination of Qwest's outside distribution network facilities at a suitable location at a Customer designated Service Address and will be installed by Qwest to such point of termination. The Service will extend to and include the equipment maintained by Qwest at the termination point of the local loop at the applicable Service Address (i.e., Demarcation Point) but will not include CPE, Extended Wiring, inside wiring, or other equipment not maintained by Qwest at a Service Address. All equipment owned by Qwest will remain the sole property of Qwest, and Customer expressly disclaims any right, title, or interest in or to any Qwest equipment or property, or in that of any of Qwest's affiliates, Customers, agents, or licensees located within the QPOP or elsewhere. Any additional terminations beyond the Demarcation Point are the sole responsibility of Customer. Under no circumstances will Qwest provide Service to a residential address, even if business is conducted at such residential location. Service is not a standalone service; Customer must purchase the Service in connection with a Qwest service for which a local loop is required. On-Net Access is subject to the On-Net Service Level Agreement located at <http://www.qwest.com/legal/>, which is subject to change.

2.4 RSS. Customer understands that Service is an interstate telecommunications service, as defined by Federal Communications Commission regulations and represents that during the Term, more than 10% of its usage will be interstate usage.

2.5 Ordering. Upon acceptance of an Order Form, Qwest will notify Customer of the Estimated Availability Date of each Service. Once Qwest notifies Customer of the Estimated Availability Date for Service, Cancellation Charges set forth in the Cancellation section below will apply to any cancellation of the order. Qwest will use commercially reasonable efforts to install each such Service on or before the Estimated Availability Date, but the inability of Qwest to deliver Service by such date will not be a default under the Agreement or this Exhibit.

2.6 Monitoring for Frame Local Access. When providing Frame Local Access, Customer has the option to have Qwest monitor the Service for performance and up/down stats via a management PVC. By ordering Frame Local Access with monitoring, Customer agrees to provide Qwest with access to the serial interface of Customer's CPE to allow Qwest to monitor the availability of Frame Local Access. By ordering Frame Local Access without monitoring, Customer understands that Qwest will not monitor the availability of Frame Local Access.

3. Term; Cancellation.

3.1 Term. The term of any Service begins on the Start of Service Date and continues for the number of months specified in the Qwest-accepted Service Order Form ("Service Term"). Excluding voice loops ordered with a month-to-month Service Term, the Service Term in no event will be less than 12 months ("Minimum Service Term"). Upon expiration of the Service Term, the Service will automatically renew for the same Term specified on the Qwest-accepted Service Order Form under which Customer originally ordered the loop. Qwest may change rates at any time after the Minimum Service Term, but will not change rates more than once during a renewal term.

3.2 Cancellation.

(a) Leased Access and On-Net Access—Cancellation Before the Start of Service Date. If Customer cancels Leased Access and/or On-Net Access for which no Construction by Qwest is necessary before the Start of Service Date, Customer will pay the Cancellation Charge identified below, based on the bandwidth of the canceled Leased Access and/or On-Net Access Service. If before the Start of Service Date, Customer cancels an On-Net Access or Leased Access circuit for which Customer accepted a Construction fee, Customer will pay: (i) the cancellation fee identified below based on the bandwidth of the On-Net Access or Leased Access Service canceled; (ii) Construction charges; and (iii) any Qwest-incurred cost to provide the Service. But if Qwest notifies Customer that Construction is required to provision Service and Customer cancels Service on that particular circuit because Customer does not approve such Construction, Qwest will not charge a Cancellation Charge for canceling Service on that particular circuit unless Qwest incurs a charge from the underlying local access provider.

Leased Access and On-Net Service Bandwidth†	Before Start of Service Date Cancellation Fee
DS0 (Leased Access only), DS1, DSL Local Access speeds up through 1.536 Mbps/1.024 Mbps, Frame Local Access speeds up to 1.5 Mbps	\$150 NRC
DS3, OCn, Local Access speeds greater than 1.536 Mbps/1.024 Mbps, Frame Local Access speeds greater than 1.5 Mbps; all ELA speeds, all Wavelength Local Access speeds	\$500 NRC

†Includes all types of Service Technology unless otherwise noted.

(b) All Access Types—Cancellation After Start of Service Date. If this Exhibit or a particular Service, including circuit that is part of a Local Loop Move, is canceled for reasons other than by Customer for Cause, before the conclusion of the Service Term, Customer will pay: (i) all accrued and unpaid charges for the canceled Service provided through the effective date of such cancellation; (ii) the amount of any nonrecurring charges that Qwest discounted or waived; (iii) all installation or Construction costs and expenses incurred by Qwest to install such Service, if applicable; and (iv) a Cancellation Charge (the full Cancellation Charge applies during the initial Service Term, but during a renewal Service Term, only the Construction portion of the Cancellation Charge applies). The Cancellation Charge for canceled circuits is: (v) 100% of the balance of the MRCs that otherwise would have become due for the unexpired portion of the Minimum Service Term, if any; plus (vi) 35% of the balance of the MRCs that otherwise would have become due for the unexpired portion, if any, of the OMR #N03051 amends #Q227545

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Service Term beyond the Minimum Service Term; plus (vii) for canceled circuits that required Construction: 100% of the balance of any unpaid, including any waived, Construction charges.

(c) Customer Provided Access—Cancellation of Connectivity after Start of Service Date. To cancel CPA, Customer must provide Qwest with a written Disconnect Firm Order Confirmation (“DFOC”) notice from Customer’s CPA provider along with notice to cancel the CPA. If Customer fails to provide Qwest with the DFOC notice within 30 calendar days of Qwest’s receipt of the notice to cancel the CPA, or if Qwest disconnects Customer for nonpayment or material breach of the Agreement or this Service Exhibit, then Qwest may disconnect the CPA or require the CPA provider to do so. Customer will remain liable for all applicable MRCs and charges for the connectivity to CPA (even if Customer cannot use the CPA) until: (i) Customer furnishes the required DFOC to Qwest; or (ii) either party cancels the associated CPA with the CPA provider.

(d) Upgrades for Qwest Provided Access Service. Notwithstanding anything to the contrary in this Cancellation section and subject to availability, Customer will not be required to pay Cancellation Charges when Customer upgrades existing Qwest Provided Access (the “Existing QPA Service”) with new Qwest Provided Access Service along the same physical or logical route, at a higher Service speed, and with the same third party local access provider (the “Upgraded QPA Service”), but Customer must pay for Construction or other third-party charges related to the Existing QPA Service, if any, not paid previously by Customer. The Upgraded QPA Service will have a new Service Term beginning on the date of installation. If the physical route is changed to a logical route or vice versa when Customer upgrades Existing QPA Service to new Qwest Provided Access Service, Customer must pay Cancellation Charges; Customer must also pay for Construction or other third-party charges related to the Existing QPA Service, if any, not paid previously by Customer.

4. Charges. Customer will pay the Net Rates and install NRCs set forth in the Pricing Attachment, including all applicable ancillary service charges. The Net Rates, including ancillary charges, will not be used to calculate Contributory Charges. If during the provisioning of Service, Qwest incurs additional NRCs for Construction, Extended Wiring, or order supplements to provide the Service, Qwest reserves the right to charge Customer for such charges. Customer will receive the rates for Service as shown on the Pricing Attachment regardless of whether an NPA/NXX split or overlay occurs.

4.1 Ancillary charges before Start of Service Date, may include, but are not limited to:

(a) Construction charges may include, but are not limited to, Construction and other expenses that Qwest may incur in connection with provisioning the service (e.g., special arrangements of LEC facilities or equipment required to activate the Service). The need for Construction is at Qwest’s discretion. Construction is available for all types of Service;

(b) Extended Wiring is required when the Customer-requested Demarcation Point is not the same as the Qwest-assigned Demarcation Point. The Qwest Demarcation Point is typically located in the basement or on the first floor of a customer premises. Extended Wiring is only applicable for these types of Qwest Provided Access: Special Access (Leased Access only), and DSL Local Access;

(c) Local Loop order cancellation applies when the Customer cancels the order before the Start of Service Date. Local Loop order cancellation is applicable for all types of Service;

(d) Local Loop expedite applies to orders where Customer requests the delivery of Service one or more days before Qwest’s standard interval delivery date. Local Loop expedite is only applicable for these types of Qwest Provided Access: Special Access (Leased Access only), ATM Local Access, Frame Local Access, and DSL Local Access; and

(e) Multiplexing is offered at Customer’s request and where available. Qwest will multiplex lower level local access circuits into a higher local access circuit, or vice-versa, for an additional charge. Qwest offers multiplexing at QPOP, at an On-Net building or at an ILEC/CLEC facility providing the Local Access network. For multiplexing at a Qwest On-Net local access facility, Qwest provides multiplexed circuit handoffs to the Customer at the same On-Net Service Address. For multiplexing at ILEC/CLEC facility, Qwest facilitates the delivery of multiplexed circuit handoffs to the customer at a single service address or at multiple service addresses per Customer’s request. Multiplexing is generally available at DS1 and OCN circuit levels. The pricing for multiplexing at an ILEC/CLEC facility is on an individual case basis. Multiplexing is only applicable for this type of Qwest Provided Access: Special Access.

4.2 Ancillary charges after Start of Service Date, may include, but are not limited to:

(a) Local Loop change applies to orders where the Customer requests that Qwest move a circuit to a different Service Address within the same Customer serving wire center. Local Loop change is applicable for all types of Service; and

(b) Local Loop Move. As defined in the General; Definitions section.

4.3 Grooming. If Qwest finds it necessary to groom a circuit on which Service is provided, Qwest will provide a grooming notice to Customer. For CPA grooming, Customer will provide a signed LOA to Qwest so that Qwest can order the necessary changes. Within 20 calendar days of receipt of that notice, Customer will: (a) notify Qwest of its approval, which may not be unreasonably withheld; (b) state its reason for refusing; or (c) request that Qwest provide Customer with a LOA so that Customer can order the necessary changes. Customer’s failure to respond within the 20-day period will constitute approval of the groom. If Customer agrees to a groom on CPA and the groom results in Customer incurring additional NRCs from their third-party local access provider and Customer provides sufficient

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proof of the third-party charge, Qwest will issue a credit to Customer equal to the third-party NRC for each groomed circuit. If Customer refuses the groom for On-Net Access, Qwest will, upon 20 calendar day's prior written notice, cancel the Service on that circuit and assess a Cancellation Charge. When Customer does not respond to a grooming notice or refuses a groom on CPA, Customer must either: (a) provide Qwest with a LOA/CFA so that Qwest can have the third-party local access provider cancel the circuit; or (b) work directly with the third-party local access provider to cancel the circuit. If Customer does neither of these things, Qwest will pass through to Customer any costs incurred from the third-party local access provider as a result of the circuit remaining in place. "CFA" means circuit facility assignment of the Qwest facility, as identified by Qwest, to which Customer must order local access services for connection to the Qwest Domestic Network.

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PRICING ATTACHMENT

Except as set forth in this Pricing Attachment, capitalized terms will have the definitions assigned to them in the Agreement or the Local Access Exhibit.

1. Customer will pay the MRCs and Install NRCs for the Local Access Service selected, i.e., Qwest Provided Access, Customer Provided Access, or Cross-Connect Access. In addition, Customer will pay all MRCs or NRCs for any supplemental Services; i.e., Construction, Extended Wiring, Local Loop Expedite, Local Loop Change Fee, or Multiplexing.
2. Subject to a valid, accurate Order Form, Customer will pay the MRCs and NRCs set forth in the below table for the particular Service at the NPA/NXX or CLLI and/or Service Address listed. The MRCs and NRCs set forth below apply to new Service only and do not apply to Service ordered prior to the current Order Form date. Customer will pay any additional Construction charges that arise during provisioning of a circuit. All MRCs and NRCs set forth in the below table apply per circuit and not per Service Address. Any modifications to the NPA/NXX or CLLI or Service Address listed below will render the pricing below void, and Customer will pay the revised rates for the correct NPA/NXX or CLLI or Service Address.

Ethernet Local Access:

Location	Bandwidth	MRC (each)	NRC (each)
10 Galapago Street Denver, CO	Fast Ethernet – 10 Mbps	\$911.00	\$1,400.00
10 Galapago Street Denver, CO	Fast Ethernet – 20 Mbps	\$1,049.00	\$1,400.00
10 Galapago Street Denver, CO	Fast Ethernet – 30 Mbps	\$1,143.00	\$1,400.00
10 Galapago Street Denver, CO	Fast Ethernet – 40 Mbps	\$1,245.00	\$1,400.00
10 Galapago Street Denver, CO	Fast Ethernet – 50 Mbps	\$1,324.00	\$1,400.00
10 Galapago Street Denver, CO	Fast Ethernet – 60 Mbps	\$1,428.00	\$1,400.00
10 Galapago Street Denver, CO	Fast Ethernet – 70 Mbps	\$1,530.00	\$1,400.00
10 Galapago Street Denver, CO	Fast Ethernet – 80 Mbps	\$1,609.00	\$1,400.00
10 Galapago Street Denver, CO	Fast Ethernet – 90 Mbps	\$1,718.00	\$1,400.00
10 Galapago Street Denver, CO	Fast Ethernet – 100 Mbps	\$1,815.00	\$1,400.00
10 Galapago Street Denver, CO	Gigabit Ethernet – 200 Mbps	\$2,238.00	\$2,000.00
10 Galapago Street Denver, CO	Gigabit Ethernet – 300 Mbps	\$2,892.00	\$2,000.00
10 Galapago Street Denver, CO	Gigabit Ethernet – 400 Mbps	\$3,240.00	\$2,000.00
10 Galapago Street Denver, CO	Gigabit Ethernet – 500 Mbps	\$3,894.00	\$2,000.00
10 Galapago Street Denver, CO	Gigabit Ethernet – 600 Mbps	\$4,549.00	\$2,000.00
10 Galapago Street Denver, CO	Gigabit Ethernet – 700 Mbps	\$5,203.00	\$2,000.00
10 Galapago Street Denver, CO	Gigabit Ethernet – 800 Mbps	\$5,730.00	\$2,000.00
10 Galapago Street Denver, CO	Gigabit Ethernet – 900 Mbps	\$6,365.00	\$2,000.00
10 Galapago Street Denver, CO	Gigabit Ethernet – 1000 Mbps	\$6,614.00	\$2,000.00

**AMENDMENT 1 TO
MASTER SERVICE AGREEMENT
LOCAL ACCESS SERVICE EXHIBIT**

2.1 NRC Waiver. Qwest NRCs specified above are waived so long as such Service ordered hereunder and subject to this waiver remains installed and used by Customer for at least twenty four (24) consecutive months ("Minimum Waiver Term"). If this Agreement or any Service subject to this waiver is terminated or cancelled prior to the conclusion of the Minimum Waiver Term for reasons other than a default by Qwest, Customer shall be required, within thirty (30) days of such termination to repay (in addition to any applicable early termination fees set forth in the Agreement) the amount of the applicable Qwest NRC(s) waived pursuant to this section.

3. Prior to ordering additional Local Access Services which are not specified above for a specific NPA/NXX and/or Service Address, Customer and Qwest must execute a separate amendment to this Agreement.

Contract Control Number:

Vendor Name:

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals at Denver, Colorado as of the day first above written.

Contract Control Number: CE95035

Vendor Name: QWEST

By: Susan Baker 6/17/2011

Name: Susan Baker
(please print)

Title: Manager, Offer Management
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

