

QWEST LOYAL ADVANTAGE™ AGREEMENT

This Qwest Loyal Advantage Agreement ("Agreement") is between Qwest Communications Corporation ("Qwest" or "QCC") and City of Fort Collins ("Customer") and is effective on the date Qwest signs it ("Effective Date"). Customer's current address, facsimile number, and person designated for notices are: . Capitalized terms in this Agreement are defined where they appear or in the Definitions Section.

CUSTOMER: City of Fort Collins

QWEST COMMUNICATIONS CORPORATION

By: *James Bonnell*
Name: JAMES BONNELL
Title: DIRECTOR OF PURCHASING + RESNET
Date: 8/9/04

By: _____
Name: _____
Title: _____
Date: _____

INITIAL TERM

Customer selects the following "Initial Term" and associated Qwest contract code: one year ("Initial Term"), 600051 code.

SERVICES ORDERED UNDER THIS AGREEMENT

Qwest will provide, and Customer will purchase, the services ("Services") checked below (if necessary) and described in any applicable service description and/or rate schedule attached hereto as an exhibit ("Service Exhibit"). Unless the Local Access Services box is checked and the related Service Exhibit is attached to this Agreement, Customer will be solely responsible for ordering all local access.

- | | | |
|--|---|--|
| <input type="checkbox"/> Business Dial Up Internet Access | <input type="checkbox"/> Dedicated Hosting | <input type="checkbox"/> Managed Security and Firewall - VPN |
| <input type="checkbox"/> Domestic Qwest iQ Networking™ | <input type="checkbox"/> Managed Hosting (requires Dedicated Hosting) | <input type="checkbox"/> Intrusion Detection |
| <input type="checkbox"/> Domestic and Int'l Qwest iQ Networking™ | <input type="checkbox"/> Storage | <input type="checkbox"/> Perimeter Check |
| <input type="checkbox"/> Domestic Network Diversity # | <input type="checkbox"/> Qwest Web Contact Center ("QWCC") | <input type="checkbox"/> Anti-Virus/Anti-Spam |
| <input type="checkbox"/> Domestic ATM | <input type="checkbox"/> QWCC Carrier Neutral Option | <input type="checkbox"/> SecureRemote Access |
| <input checked="" type="checkbox"/> Domestic Frame Relay | <input type="checkbox"/> Custom Support Services for Hosted Systems | <input type="checkbox"/> OneFlex™ Hosted VoIP |
| <input type="checkbox"/> International ATM | <input type="checkbox"/> QWCC Application Development | <input type="checkbox"/> Domestic Audio Conferencing |
| <input type="checkbox"/> International Frame Relay | <input type="checkbox"/> Domestic Private Line | <input type="checkbox"/> International Voice |
| <input type="checkbox"/> Integrated Management | <input type="checkbox"/> Domestic Voice | <input type="checkbox"/> QWave Private Line |
| <input type="checkbox"/> Private Routed Network | <input type="checkbox"/> International Private Line | <input type="checkbox"/> Metropolitan Optical Ethernet |
| <input type="checkbox"/> Local Access # | <input type="checkbox"/> Metro Private Line | |

May only be purchased if also purchasing at least one of the following: Voice and Data, Qwest iQ Networking, and/or Private Routed Network Services.

QWEST LOYAL ADVANTAGE™ AGREEMENT

1. Services. The description, monthly recurring charges ("MRCs"), nonrecurring charges ("NRCs"), usage charges, service level agreement, minimum service term, and cancellation charges for a Service are set forth in the: (a) Service Exhibit for any Service ordered under a Service Exhibit; (b) Services Schedule for interstate and international Voice and Data Services; (c) Tariff for intrastate Voice and Data Services; and/or (d) Order Form for any Service, if applicable. Customer represents and warrants that it is not a reseller and will not resell the Services. The parties agree that any notation to the "Qwest Total Advantage Agreement" on the Service Exhibits will be disregarded and such exhibits will be governed by the Agreement.

2. Term. The Initial Term is set forth in the "Initial Term" Section on the signature page of this Agreement. At the end of the Initial Term, this Agreement will automatically renew under the same terms for consecutive renewal periods equal to the Initial Term (a "Renewal Term") unless either party elects to terminate this Agreement by providing written notice of termination to the other party at least 30 days prior to the expiration of the then current Term. The Initial Term and each Renewal Term are referred to as the "Term." If Customer terminates this Agreement under this Section before the expiration of any individual service term for a particular Service, the applicable cancellation charge for the Service will apply.

3. Rates. Qwest will provide the Services at the rates and discounts set forth in the Services Schedule, Tariff, Service Exhibit, or Order Form associated with the then-current Term. Notwithstanding anything to the contrary in this Agreement or in a Service Exhibit, the domestic rates expressly set forth in a Service Exhibit will be fixed during the Initial Term. Upon the renewal of the Agreement, Qwest may apply: (a) its then current rates and discounts to Customer's existing ordered Services and will fix those rates and discounts during the Renewal Term; and (b) its then current rates and discounts in effect at the time a new Service or a different grade of an existing Service is ordered and will fix those rates and discounts during the Renewal Term. The foregoing, however, will not apply to international rates or limit Qwest's right to change the rates for Service at any time for changes based upon Regulatory Activity. "Regulatory Activity" means any regulation and/or ruling, including modifications thereto, by any regulatory agency, legislative body or court of competent jurisdiction. If Regulatory Activity causes an increase in the rates for Customer's ordered Services that materially and adversely affects Customer, then Customer may terminate the affected Service upon 30 days prior written notice to Qwest without liability for cancellation charges for the affected Service, provided, however that Customer: (c) provides such notice within 30 days after the increase occurs; and (d) provides Qwest 30 days to cure such increase. If Customer does not provide Qwest such notice during the time permitted in this Section, Customer will have waived its right to terminate the affected Service under this Section.

4. Payment. Customer must pay Qwest all charges within 30 days from the invoice date. Any amount not paid when due will be subject to late interest at the lesser of the rate of 1½% per month or the highest rate permitted by applicable law. Customer must also pay Qwest any applicable Taxes assessed in connection with Customer's Services. Qwest may in its sole discretion modify the payment terms or require other reasonable assurance of payment if Customer has failed to pay any invoice when due or there is a material and adverse change in Customer's financial condition.

5. Disclaimer of Warranties. EXCEPT AS MAY BE SPECIFICALLY SET FORTH IN THIS AGREEMENT OR IN A SERVICE EXHIBIT, THE SERVICES ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY QWEST, ITS AFFILIATES, AGENTS, OR CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES WILL CREATE ANY WARRANTY. CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICES AND THE INTERNET AND ACCESSES THE SAME AT ITS OWN RISK. QWEST EXERCISES NO CONTROL OVER AND DISCLAIMS ANY RESPONSIBILITY FOR THE CONTENT ACCESSIBLE OR ACTIONS TAKEN ON THE INTERNET. QWEST DISCLAIMS: (A) ANY LIABILITY FOR LOSS, DAMAGE, OR INJURY TO ANY PARTY AS A RESULT OF ANY CPE DEFECTS; AND (B) ALL WARRANTIES FOR CPE.

6. Limitation of Liability.

(a) NEITHER PARTY, ITS AFFILIATES, AGENTS OR CONTRACTORS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, RELIANCE, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR FOR ANY LOST PROFITS OR REVENUES OR LOST DATA OR COSTS OF COVER RELATING TO THE SERVICES OR THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED. WITH REGARD TO ANY SERVICE RELATED CLAIM BY CUSTOMER FOR DAMAGES THAT IS NOT LIMITED BY THE PRECEDING SENTENCE, CUSTOMER'S EXCLUSIVE REMEDIES FOR SUCH CLAIM WILL BE LIMITED TO: (A) THOSE REMEDIES SET FORTH IN THE APPLICABLE SERVICE LEVEL AGREEMENT; OR (B) IF NO SERVICE LEVEL AGREEMENT APPLIES TO THE AFFECTED SERVICE, THE TOTAL MRCs OR USAGE CHARGES PAID BY CUSTOMER TO QWEST FOR THE AFFECTED SERVICE IN THE ONE MONTH IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CLAIM. EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL MRCs AND USAGE CHARGES PAID BY CUSTOMER TO QWEST UNDER THIS AGREEMENT IN THE THREE MONTHS IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CLAIM ("DAMAGE CAP"). Notwithstanding the foregoing, the limitation of liability in this Section and the Damage Cap will not apply to: (c) a party's indemnification obligations; and (d) Customer's payment obligation for all charges under this Agreement, including without limitation, Service charges, Taxes, interest, Early Termination Charges, and Service cancellation charges.

(b) Any claim or dispute out of or relating to this Agreement must be brought within two years after the cause of action arises.

7. Personal Injury, Death, and Property Damage. To the extent permitted under law, each party will be responsible for the actual, physical damages it directly causes to the other party in the course of its performance under this Agreement, limited to damages resulting from personal injury or death to a party's employees (if not covered under applicable workers' compensation laws) and loss or damage to a party's personal tangible property arising from the negligent acts or omissions of the liable party. Damages under this Section will be subject to the limitation of liability in this Agreement but not the Damage Cap.

8. Indemnification. To the extent permitted under law, each party will defend and indemnify the other party, its Affiliates, agents, and contractors against all third party claims, liabilities, costs, and expenses, including reasonable attorneys' fees, involving personal injury or death to persons or loss or damage to personal tangible property resulting from the gross negligence or willful misconduct of the

QWEST LOYAL ADVANTAGE™ AGREEMENT

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

16. General. Customer may not assign this Agreement or any of its rights or obligations under this Agreement without the prior written consent of Qwest, which consent will not be unreasonably withheld. This Agreement is intended solely for Qwest and Customer and it will not benefit or be enforceable by any other person or entity, including without limitation, End Users. If any term of this Agreement is held unenforceable, such term will be construed as nearly as possible to reflect the original intent of the parties and the remaining terms will remain in effect. Neither party's failure to insist upon strict performance of any provision of this Agreement will be construed as a waiver of any of its rights hereunder; provided, however, if Customer fails to comply with the timelines in a service level agreement for claiming its rights to credit and/or termination, Customer will be deemed to have waived such rights. All terms of this Agreement that should by their nature survive the termination of this Agreement will so survive. In the event of a conflict in any term of any documents that govern the provision of Services hereunder, the following order of precedence will apply in descending order of control: the Tariff, a Service Exhibit, this Agreement, Services Schedule, and any Order Form. Neither party will be liable for any delay or failure to perform its obligations hereunder if such delay or failure is caused by a Force Majeure Event. This Agreement, and any applicable Service Exhibit, Services Schedule and any Order Forms accepted hereunder constitute the entire agreement between Customer and Qwest with respect to the subject matter hereof, and supersede all prior oral or written agreements or understandings relating to the subject matter hereof. Except for Services Schedule, Tariff, AUP, or Service modifications initiated by Qwest, all amendments to this Agreement must be in writing and signed by the parties' authorized representatives. Qwest reserves the right at any time to reject any handwritten change to this Agreement.

17. Definitions.

"Affiliate" means any entity controlled by, controlling, or under common control with a party.

"Cause" means the failure of a party to perform a material obligation under this Agreement, which failure is not remedied: (a) in the event of a payment default by Customer, within five days of separate written notice from Qwest notifying Customer of such default; or (b) in the event of any other material breach, within 30 days of written notice (unless a different notice period is specified in this Agreement).

"Confidential Information" means any information that is not generally available to the public, whether of a technical, business or other nature and that: (a) the receiving party knows or has reason to know is confidential, proprietary or trade secret information of the disclosing party; and/or (b) is of such a nature that the receiving party should reasonably understand that the disclosing party desires to protect such information against unrestricted disclosure. Confidential Information will not include information that is in the public domain through no breach of this Agreement by the receiving party or is already known or is independently developed by the receiving party.

"CPE" means any customer equipment, software, and/or other materials of Customer used in connection with the Service.

"CPNI" means confidential billing and usage-related information about the quantity, technical configuration, type, destination, location and amount of use of Customer's telecommunications services.

"Early Termination Charge" means an amount equal to 35% of the average monthly charges billed under this Agreement through the date of termination multiplied by the number of months remaining in the Term.

"End Users" means Customer's members, end users, customers or any other third parties who utilize or access the Services or the Qwest network via the Services provided hereunder.

"Force Majeure Event" means an unforeseeable event beyond the reasonable control of that party, including without limitation: act of God, fire, flood, labor strike, sabotage, fiber cut not caused by Qwest, acts of terror, material shortages or unavailability, government laws or regulations, war or civil disorder, or failures of suppliers of goods and services.

"Internet Services" means Internet Protocol-based Services and any associated local access provided under this Agreement and Services Exhibits that are not governed by a Services Schedule or Tariff.

"Order Form" means order request forms issued by Qwest.

"Services Schedule" means the Qwest Rate and Services Schedules Interstate No. 5 and International No. 2 found at <http://www.qwest.com> and at 1801 California Street, 1st Floor Reception Area, Denver, CO.

"Tariff" means a tariff of Qwest and/or its Affiliates.

"Taxes" means foreign, federal, state and local taxes, surcharges, and other similar charges.

"Voice and Data Services" means Services and any associated local access provided under this Agreement that are governed by a Services Schedule or Tariff.



Frame Relay Quote Detail

Quote ID: 69164060

Customer Name: City of Fort Collins

Contract Term: 1 year

Quote is Valid Until: 09/20/2004

Note: The below pricing may include locations served by an independent Local Exchange Carrier (ILEC). This ILEC pricing is based on Meet Point Billing assumptions and is ONLY AN ESTIMATE. Fractional Port Speeds are not available in ILEC territory.

Every effort has been made for Abacus to reflect current FCC Frame Relay pricing for Qwest's Local Frame Relay Service. If there is a discrepancy, the tariff rates will apply in all cases. Please notify Abacus@qwest.com of any errors, you encounter.

WARNING: If the Host location already exists and you are adding a PVC, it can not be oversubscribed 150% for VFR-nrt and UFR, and 100% for VFR-rt. If you do oversubscribe your host more than these parameters, you will not be entitled to SLA remedies for QCC Domestic Frame Relay Service.

The customer commitment level is based on the gross amount, this quote reflects the net amount.

This quote is valid for 45 days until the date noted above unless promotional pricing was used in which case the promotional pricing shall expire upon expiration of the promotion.

Contract Used: QCC

QCC Domestic Frame Relay Service provides a comprehensive reach and is directly connected to the Macro Capacity Fiber Network in the United States except Alaska. Qwest Local Frame Relay Service is deployed in Qwest's 14 local service states (AZ, CO, IA, ID, MN, MT, NE, NM, ND, OR, SD, UT, WA, and WY) through intraLATA networks. Qwest can also provide Frame Relay Service internationally in over 60 countries worldwide.

Discounts

Applied Discounts: Qwest Total Advantage

Minimum Volume Commitment: \$0.00

Locations

City of Fort Collins

City: FT COLLINS State: CO
 NPA-NXX: 970-221 Provider(Existing): Qwest Corporation - CO
 LATA: 656 Circuit Type: DS-1 Speed/Usage: 1544
 PVC Count: 1 CIR: 192

	MRC	NRC
Domestic Frame Partner Access	\$0.00	\$0.00
Port:	\$0.00	\$0.00

Bothell, WA

City: BOTHELL State: WA
 NPA-NXX: 425-288 Provider(Existing): Verizon Northwest, Inc. - WA
 LATA: 674 Circuit Type: DS-1 Speed/Usage: 1544
 PVC Count: 1 CIR: 192

	MRC	NRC
Domestic Special Access	\$0.00	\$0.00
Port:	\$0.00	\$0.00

PVCs

City of Fort Collins - Bothell, WA	MRC	NRC
Duplex CIR: 192Kbps UFR		
PVC	\$297.60	\$15.00

Totals

	MRC	NRC
Local Access Subtotal	\$0.00	\$0.00
Port Subtotal	\$0.00	\$0.00
PVC Subtotal	\$297.60	\$15.00
Qwest Price	\$297.60	\$15.00
Total Price	\$297.60	\$15.00

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CUSTOMER: City of Fort Collins

QWEST COMMUNICATIONS CORPORATION

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

INITIAL TERM

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| <input type="checkbox"/> Domestic Network Diversity # | <input type="checkbox"/> Qwest Web Contact Center ("QWCC") | <input type="checkbox"/> Anti-Virus/Anti-Spam |
| <input type="checkbox"/> Domestic ATM | <input type="checkbox"/> QWCC Carrier Neutral Option | <input type="checkbox"/> SecureRemote Access |
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| <input type="checkbox"/> International Frame Relay | <input type="checkbox"/> Domestic Private Line | <input type="checkbox"/> International Voice |
| <input type="checkbox"/> Integrated Management | <input type="checkbox"/> Domestic Voice | <input type="checkbox"/> QWave Private Line |
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May only be purchased if also purchasing at least one of the following: Voice and Data, Qwest iQ Networking, and/or Private Routed Network Services.

QWEST LOYAL ADVANTAGE™ AGREEMENT

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2. Term. The Initial Term is set forth in the "Initial Term" Section on the signature page of this Agreement. At the end of the Initial Term, this Agreement will automatically renew under the same terms for consecutive renewal periods equal to the Initial Term (a "Renewal Term") unless either party elects to terminate this Agreement by providing written notice of termination to the other party at least 30 days prior to the expiration of the then current Term. The Initial Term and each Renewal Term are referred to as the "Term." If Customer terminates this Agreement under this Section before the expiration of any individual service term for a particular Service, the applicable cancellation charge for the Service will apply.

3. Rates. Qwest will provide the Services at the rates and discounts set forth in the Services Schedule, Tariff, Service Exhibit, or Order Form associated with the then-current Term. Notwithstanding anything to the contrary in this Agreement or in a Service Exhibit, the domestic rates expressly set forth in a Service Exhibit will be fixed during the Initial Term. Upon the renewal of the Agreement, Qwest may apply: (a) its then current rates and discounts to Customer's existing ordered Services and will fix those rates and discounts during the Renewal Term; and (b) its then current rates and discounts in effect at the time a new Service or a different grade of an existing Service is ordered and will fix those rates and discounts during the Renewal Term. The foregoing, however, will not apply to international rates or limit Qwest's right to change the rates for Service at any time for changes based upon Regulatory Activity. "Regulatory Activity" means any regulation and/or ruling, including modifications thereto, by any regulatory agency, legislative body or court of competent jurisdiction. If Regulatory Activity causes an increase in the rates for Customer's ordered Services that materially and adversely affects Customer, then Customer may terminate the affected Service upon 30 days prior written notice to Qwest without liability for cancellation charges for the affected Service, provided, however that Customer: (c) provides such notice within 30 days after the increase occurs; and (d) provides Qwest 30 days to cure such increase. If Customer does not provide Qwest such notice during the time permitted in this Section, Customer will have waived its right to terminate the affected Service under this Section.

4. Payment. Customer must pay Qwest all charges within 30 days from the invoice date. Any amount not paid when due will be subject to late interest at the lesser of the rate of 1½% per month or the highest rate permitted by applicable law. Customer must also pay Qwest any applicable Taxes assessed in connection with Customer's Services. Qwest may in its sole discretion modify the payment terms or require other reasonable assurance of payment if Customer has failed to pay any invoice when due or there is a material and adverse change in Customer's financial condition.

5. Disclaimer of Warranties. EXCEPT AS MAY BE SPECIFICALLY SET FORTH IN THIS AGREEMENT OR IN A SERVICE EXHIBIT, THE SERVICES ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY QWEST, ITS AFFILIATES, AGENTS, OR CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES WILL CREATE ANY WARRANTY. CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICES AND THE INTERNET AND ACCESSES THE SAME AT ITS OWN RISK. QWEST EXERCISES NO CONTROL OVER AND DISCLAIMS ANY RESPONSIBILITY FOR THE CONTENT ACCESSIBLE OR ACTIONS TAKEN ON THE INTERNET. QWEST DISCLAIMS: (A) ANY LIABILITY FOR LOSS, DAMAGE, OR INJURY TO ANY PARTY AS A RESULT OF ANY CPE DEFECTS; AND (B) ALL WARRANTIES FOR CPE.

6. Limitation of Liability.

(a) NEITHER PARTY, ITS AFFILIATES, AGENTS OR CONTRACTORS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, RELIANCE, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR FOR ANY LOST PROFITS OR REVENUES OR LOST DATA OR COSTS OF COVER RELATING TO THE SERVICES OR THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED. WITH REGARD TO ANY SERVICE RELATED CLAIM BY CUSTOMER FOR DAMAGES THAT IS NOT LIMITED BY THE PRECEDING SENTENCE, CUSTOMER'S EXCLUSIVE REMEDIES FOR SUCH CLAIM WILL BE LIMITED TO: (A) THOSE REMEDIES SET FORTH IN THE APPLICABLE SERVICE LEVEL AGREEMENT; OR (B) IF NO SERVICE LEVEL AGREEMENT APPLIES TO THE AFFECTED SERVICE, THE TOTAL MRCs OR USAGE CHARGES PAID BY CUSTOMER TO QWEST FOR THE AFFECTED SERVICE IN THE ONE MONTH IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CLAIM. EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL MRCs AND USAGE CHARGES PAID BY CUSTOMER TO QWEST UNDER THIS AGREEMENT IN THE THREE MONTHS IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CLAIM ("DAMAGE CAP"). Notwithstanding the foregoing, the limitation of liability in this Section and the Damage Cap will not apply to: (c) a party's indemnification obligations; and (d) Customer's payment obligation for all charges under this Agreement, including without limitation, Service charges, Taxes, interest, Early Termination Charges, and Service cancellation charges.

(b) Any claim or dispute out of or relating to this Agreement must be brought within two years after the cause of action arises.

7. Personal Injury, Death, and Property Damage. To the extent permitted under law, each party will be responsible for the actual, physical damages it directly causes to the other party in the course of its performance under this Agreement, limited to damages resulting from personal injury or death to a party's employees (if not covered under applicable workers' compensation laws) and loss or damage to a party's personal tangible property arising from the negligent acts or omissions of the liable party. Damages under this Section will be subject to the limitation of liability in this Agreement but not the Damage Cap.

8. Indemnification. To the extent permitted under law, each party will defend and indemnify the other party, its Affiliates, agents, and contractors against all third party claims, liabilities, costs, and expenses, including reasonable attorneys' fees, involving personal injury or death to persons or loss or damage to personal tangible property resulting from the gross negligence or willful misconduct of the

QWEST LOYAL ADVANTAGE™ AGREEMENT

indemnifying party; provided, however, the foregoing indemnification will not apply to any claims made by employees that are covered under applicable workers' compensation laws. Furthermore, to the extent permitted under law, Customer will defend and indemnify Qwest, its Affiliates, agents, and contractors against all third party claims, liabilities, costs, and expenses, including reasonable attorneys' fees, arising from or related to the use, modification or resale of the Services by Customer or End Users, including any violation of the AUP.

9. Voice and Data Services. This Section applies solely to Voice and Data Services.

(a) Services Schedule; Tariff. The Services Schedule and Tariffs applicable to Voice and Data Services are incorporated into this Agreement by reference and made a part of this Agreement. Qwest may change the Services Schedule or a Tariff at any time and such change will be effective upon being posted in the Services Schedule or included in the Tariff. Customer represents and warrants that as of the Effective Date, Customer has accessed, read, and understands the Services Schedule. Customer represents that it has received from a Qwest competitor an offer comparable to the offer in this Agreement for the Voice and Data Services.

(b) CPNI. Qwest will have access to certain CPNI. Under federal law, Customer has a right to, and Qwest has a duty to protect, the confidentiality of CPNI. CPNI may be useful to tailor services to Customer and to enhance Qwest's ability to meet Customer's needs. Customer expressly authorizes Qwest, its Affiliates, or its sales representatives to use CPNI to determine if Customer could benefit from other services offered by Qwest and its Affiliates, and market them to Customer. Customer may withdraw its authorization at any time by informing Qwest in writing. Any such withdrawal will not affect the quality of Service provided hereunder.

10. AUP. This Section applies solely to Internet Services. All use of the Internet Services will comply with the Qwest Acceptable Use Policy ("AUP"), which is posted at <http://www.qwest.com/legal/>. The AUP is incorporated by reference and made a part of this Agreement. Qwest may change the AUP at any time and such change will be effective upon posting to the website. Customer represents and warrants that as of the Effective Date, Customer has accessed, read, and understands the AUP.

11. Termination. Customer may terminate: (a) a Service in accordance with the applicable service level agreement, Service Exhibit, Services Schedule or Tariff, or (b) this Agreement for Cause; provided that for Service related claims, Cause exists where there is cause to terminate all or substantially all of the Services (pursuant to subsection (a)). Qwest may (c) suspend all or any part of the Services and/or terminate this Agreement for Cause or (d) immediately suspend an Internet Service for any violation of the AUP. Customer will remain liable for charges accrued but unpaid as of the termination date. If, prior to the conclusion of the Term, this Agreement is terminated either by Qwest for Cause or by Customer for any reason other than Cause, then Customer will also be liable for: (e) an Early Termination Charge; (f) Service cancellation charges that apply when this Agreement is terminated before the expiration of the individual service term for that Service; and (g) cancellation charges incurred by Qwest from any third party provider.

12. Confidentiality; Publicity. Except to the extent required by an open records act or similar law, neither party will, without the prior written consent of the other party: (a) issue any public announcement regarding, or make any other disclosure of the terms of, this Agreement or use the name or marks of the other party or its Affiliates; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, this Agreement) the Confidential Information of the other party. Such consent may only be given on behalf of Qwest by its Legal Department. A party may disclose Confidential Information if required to do so by a governmental agency, an open records act or similar law, by operation of law, or if necessary in any proceeding to establish rights or obligations under this Agreement, provided that the disclosing party gives the non-disclosing party reasonable prior written notice.

13. Dispute Resolution; Governing Law. The parties shall attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of or related to this Agreement. Either party may initiate negotiations by providing a written notice to the other party setting forth the dispute and the relief requested. If the parties are unable to resolve such dispute within a reasonable period of time, either party may commence a civil action in a court of competent jurisdiction located, at the option of the moving party, in either: (a) the place of business of the other party, as indicated in the address to which required notices must be sent; or (b) in Denver, Colorado. To the extent the Communications Act of 1934 does not govern, this Agreement shall be governed by the laws of the state in which the Customer's principal office is located without regard to its choice of law principles. Notwithstanding the above, any action by Qwest to collect payment for services may be commenced in Denver, Colorado. Each party hereby expressly waives its right to a trial by jury and consents to the jurisdiction of such courts for the purposes described in this Section. Such court shall not award any indirect, incidental, special, reliance, punitive, or consequential damages, including damages for lost profits. Each party shall bear the cost of preparing and presenting its own claims and/or defenses (including its own attorneys' fees).

14. Notices.

(a) Required Notices. Except as otherwise provided herein, all required notices must be in writing and sent to Qwest at 1801 California Street, Suite 900, Denver, Colorado 80202; Facsimile #: (888) 778-0054; Attn.: Legal Department, and to Customer at its then current address as reflected in Qwest's records; Attn.: General Counsel or other person designated for notices. Except as otherwise provided herein, all notices will be deemed given: (i) when delivered in person to the recipient named above; (ii) three business days after delivered via regular U.S. Mail; (iii) when delivered via overnight courier mail; or (iv) when delivered by facsimile so long as duplicate notification is also sent in the manner set forth in subsection (ii).

(b) Service Termination Notices. Customer's notice of termination for Services must be sent via mail, facsimile or e-mail to: Qwest, Attn.: Dublin Service Center, GBM Disconnects, 6000 Parkwood Place, 5th Floor Disconnect Center, Dublin, OH 43017 FAX: 866.887.6633, e-mail: GBMdisconnects@qwest.com.

15. Non-Appropriations. Customer intends to continue this Agreement for its entire Term and to satisfy its obligations hereunder. For each fiscal period for Customer: (a) Customer agrees to include in its budget request appropriations sufficient to cover Customer's obligations under this Agreement; (b) Customer agrees to use all reasonable and lawful means to secure these appropriations, including but not limited to applying for Universal Service Fund Discounts as described in the Federal Communications Commission Docket No. 96-45; (c) Customer agrees it will not use non-appropriations as a means of terminating this Agreement in order to acquire functionally equivalent products or services from a third party. Customer reasonably believes that sufficient funds to discharge its



Frame Relay Quote Detail

Quote ID: 69164060

Customer Name: City of Fort Collins

Contract Term: 1 year

Quote is Valid Until: 09/20/2004

Note: The below pricing may include locations served by an Independent Local Exchange Carrier (ILEC). This ILEC pricing is based on Meet Point Billing assumptions and is ONLY AN ESTIMATE. Fractional Port Speeds are not available in ILEC territory.

Every effort has been made for Abacus to reflect current FCC Frame Relay pricing for Qwest's Local Frame Relay Service. If there is a discrepancy, the tariff rates will apply in all cases. Please notify Abacus@qwest.com of any errors, you encounter.

WARNING: If the Host location already exists and you are adding a PVC, it can not be oversubscribed 150% for VFR-nrt and UFR, and 100% for VFR-rt. If you do oversubscribe your host more than these parameters, you will not be entitled to SLA remedies for QCC Domestic Frame Relay Service.

The customer commitment level is based on the gross amount, this quote reflects the net amount.

This quote is valid for 45 days until the date noted above unless promotional pricing was used in which case the promotional pricing shall expire upon expiration of the promotion.

Contract Used: QCC

QCC Domestic Frame Relay Service provides a comprehensive reach and is directly connected to the Macro Capacity Fiber Network in the United States except Alaska. Qwest Local Frame Relay Service is deployed in Qwest's 14 local service states (AZ, CO, IA, ID, MN, MT, NE, NM, ND, OR, SD, UT, WA, and WY) through intraLATA networks. Qwest can also provide Frame Relay Service internationally in over 60 countries worldwide.

Discounts

Applied Discounts: Qwest Total Advantage

Minimum Volume Commitment: \$0.00

Locations

City of Fort Collins

City: FT COLLINS State: CO
 NPA-NXX: 970-221 Provider(Existing): Qwest Corporation - CO
 LATA: 656 Circuit Type: DS-1 Speed/Usage: 1544
 PVC Count: 1 CIR: 192

	MRC	NRC
Domestic Frame Partner Access	\$0.00	\$0.00
Port:	\$0.00	\$0.00

Bothell, WA

City: BOTHELL State: WA
 NPA-NXX: 425-288 Provider(Existing): Verizon Northwest, Inc. - WA
 LATA: 674 Circuit Type: DS-1 Speed/Usage: 1544
 PVC Count: 1 CIR: 192

	MRC	NRC
Domestic Special Access	\$0.00	\$0.00
Port:	\$0.00	\$0.00

PVCs

City of Fort Collins - Bothell, WA	MRC	NRC
Duplex CIR: 192Kbps UFR		
PVC	\$297.60	\$15.00

Totals

	MRC	NRC
Local Access Subtotal	\$0.00	\$0.00
Port Subtotal	\$0.00	\$0.00
PVC Subtotal	\$297.60	\$15.00
Qwest Price	\$297.60	\$15.00
Total Price	\$297.60	\$15.00