Contract Number T11-PCH-529
for
Secondary Transport Ethernet Services
between
The Department of Information Services
and
Qwest Communications Company, LLC

Effective Date: January 12, 2011
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Exhibit B: Contractor’s Response

Note: Exhibits A and B are not attached. Exhibit A and the non-proprietary, non-confidential portions of Exhibit B are available upon request from the DIS Contract Administrator
CONTRACT NUMBER T11-PCH-529
for
Secondary Transport Ethernet Services

PARTIES
This Contract ("Contract") is entered into by and between the state of Washington acting through the Department of Information Services, an agency of Washington State government (hereinafter "DIS"), and Qwest Communications Company, LLC for itself and as agent for its Affiliates, licensed to conduct business in the state of Washington, (hereinafter “Contractor” or “Qwest”) for the provisioning of Secondary Transport Ethernet Services to the State. References to “Contractor” are applicable to Qwest Corporation (“QC”) and Qwest Communications Company, LLC (“QCC”). If Qwest Corporation Services are included in this Contract, QCC is signing on behalf of QC for those Services.

RECITALS
The state of Washington, acting by and through DIS, issued a Request for Proposal (RFP) dated August 20, 2010 (Exhibit A) for the purpose of establishing Contracts for Secondary Transport Ethernet Services in accordance with its authority under chapter 43.105 RCW.

Qwest Communications Company, LLC submitted a timely Response to DIS’ RFP (Exhibit B).

DIS evaluated all properly submitted Responses to the above-referenced RFP and has identified Qwest Communications Company, LLC as an apparently successful Vendor.

DIS has determined that entering into a Contract with Qwest Communications Company, LLC will meet the State’s needs and will be in the State’s best interest.

NOW THEREFORE, DIS awards to Qwest Communications Company, LLC this Contract, the terms and conditions of which shall govern Contractor’s furnishing to Purchasers the Secondary Transport Ethernet Services. This Contract is not for personal use.

This Contract is an optional-use contract that neither financially binds the State nor otherwise obligates the State to purchase any Services hereunder. Nor does the Contract prevent the State from purchasing the same or similar Services from other sources, provided that, all legal acquisition requirements are satisfied.

IN CONSIDERATION of the mutual promises as hereinafter set forth, the parties agree as follows:

1. Definition of Terms
The following terms as used throughout this Contract shall have the meanings set forth below.

"Acceptance" shall mean that the Services passed Acceptance Testing and shall be formalized in a written notice from Purchaser to Contractor; or, if there is no Acceptance Testing, Acceptance shall occur when the Products are delivered.

"Acceptance Date" shall mean the date on which the Purchaser accepts delivery of the Service.

"Acceptance Testing" shall mean the process for ascertaining that the Services meet the standards set forth in the section titled Technical Requirements, prior to Acceptance by Purchaser.

"Business Days and Hours" shall mean Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, except for holidays observed by the state of Washington.
"Confidential Information" shall mean information that may be exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other state or federal statutes. Confidential Information includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records, Purchaser source code or object code, or Purchaser or State security information. Confidential Information also includes any Personal Information under the provisions of RCW 19.255.010 and RCW 42.56.590.

"Contract" shall mean this document, all schedules and exhibits, all amendments hereto and all Orders hereunder.

"Contractor" shall mean Qwest Communications Company, LLC including its subsidiaries, employees and agents. Contractor also includes any firm, provider, organization, individual, or other entity performing the business activities under this Contract. It shall also include any Subcontractor retained by Contractor as permitted under the terms of this Contract.

"Contractor Account Manager" shall mean a representative of Contractor who is assigned as the primary contact person with whom the DIS Contract Administrator shall work throughout the duration of this Contract, unless replaced, with advance approval of the DIS Contract Administrator, and as further defined in the section titled Contractor Account Manager.

"Contractor Project Manager" shall mean a representative of Contractor who is assigned to each Purchaser installation project as the coordinator of activities and the primary point of contact, as further defined in the section titled Contractor Project Manager.

"Delivery Date" shall mean the date Contractor notifies Purchaser that Service is available for use.

"DIS" shall mean the Washington State Department of Information Services.

"DIS Contract Administrator" shall mean the Contract Administrator, designated by DIS as responsible for the maintenance and administration of this Contract, notices, reports and any other pertinent documentation or information. The DIS Contract Administrator may also conduct periodic performance or financial audits related to this Contract.

"DWDM" shall mean Dense Wave Division Multiplexing – A carrier service whereby multiple individual coherent light waves (lambdas) are used to carry digital information on a single fiber optic strand/cable.

"End-to-End Monitoring" shall mean The Contractor’s monitoring area of responsibility will be between the Contractor’s electronic equipment serving the Nodes at Location 1 and Location 2.

"Ethernet Transport Services" or "Services" shall mean Ethernet based Secondary Transport aggregated to a regional node site.

"Effective Date" shall mean the first date this Contract is in full force and effect. It may be a specific date agreed to by the parties; or, if not so specified, the date of the last signature of a party to this Contract.

"Exhibit A" shall mean the RFP.

"Exhibit B" shall mean Contractor’s Response.

"Installation Date" shall mean the date by which all Ethernet Circuits ordered hereunder shall be in place, in good working order and ready for Acceptance Testing.
"Minimum Service Commitment" shall mean the minimum twelve (12) month period in which Purchaser agrees to keep a new circuit in service.

"Node Site(s)" shall mean A DIS or state institution operated backbone telecommunications facility in one of six (6) designated cities. Nodes participate fully in the NGN ring architecture. Node sites include Olympia, Pullman, Seattle, Spokane, Vancouver, and Yakima.

"Order" or "Order Document" shall mean any official document and attachments thereto specifying the Services to be purchased from Contractor under this Contract.

"Out of Service Condition" shall mean the inability to pass reliable data on any transport path due to excessive latency or FCS (frame check sequence) errors in accordance with Sections 14 and 15 of this Contract.

"Price" shall mean charges, costs, rates, and/or fees charged for the Services under this Contract and shall be paid in United States dollars.

"Project" shall mean the installation and provision of Ethernet service to a single end site for a specific term.

"Proprietary Information" shall mean information owned by Contractor to which Contractor claims a protectable interest under law. Proprietary Information includes, but is not limited to, information protected by copyright, patent, trademark, or trade secret laws.

"Purchaser" or "Authorized Purchaser" shall mean the state of Washington, DIS, and those entities listed as Authorized Purchasers in the list of Authorized Purchasers attached as Schedule D hereto, and any division, section, office, unit or other entity of Purchaser or any of the officers or other officials lawfully representing Purchaser.

"Purchaser Manager" shall mean the person designated by Purchaser who is assigned as the primary contact person whom Contractor's Account Manager shall work with for the duration of this Contract and as further defined in the section titled Purchaser Project Manager.

"Purchaser Contract Administrator" shall mean that person designated by DIS to administer this Contract on behalf of DIS.

"Purchaser Contracting Officer" shall mean the Purchaser's officer with signature authority, or the person to whom signature authority has been delegated in writing. This term includes, except as otherwise provided in this Contract, an authorized representative of the Purchaser Contracting Officer acting within the limits of his/her authority.

"RCW" shall mean the Revised Code of Washington.

"RFP" shall mean the Request for Proposal used as a solicitation document to establish this Contract, including all its amendments and modifications, Exhibit A hereto.

"Response" shall mean Contractor's Response to the RFP for Secondary Transport Ethernet Services, Exhibit B hereto.

"Schedule A: Authorized Service Rates and Trunk Charges" shall mean the attachment to this Contract that identifies the authorized Services and Rates and Trunk Charges available under this Contract.

"Schedule B: Supplemental Work Order Template" shall mean the attachment to this Contract that provides example terms and conditions for a Supplemental Work Order.
“Schedule D: Escalation Procedures” shall mean the attachment to this Contract that identifies Contractor’s escalation procedures.

“Site Agreement” shall mean a separate statement of specific sites and prices for the work under a SWO. Except as otherwise provided in an individual Site Agreement, all terms and conditions applicable to the SWO shall apply to any related Site Agreement.

“Specifications” shall mean the technical and other specifications set forth in the RFP, Exhibit A, any additional specifications set forth in Contractor’s Response, Exhibit B, and the specifications set forth in Contractor’s Product documentation, whether or not Contractor produces such documentation before or after this Contract’s Effective Date.

“State” shall mean the state of Washington.

“Supplemental Work Order” or “SWO” shall mean a separate statement of the work to be accomplished by Contractor under the terms and conditions of this Contract. A template SWO is attached as Schedule B.

“Subcontractor” shall mean one not in the employment of Contractor, who is performing all or part of the business activities under this Contract under a separate contract with Contractor. The term “Subcontractor” means Subcontractor(s) of any tier.

“Contractor Demarcation Point” or “D-mark” shall mean a physical location at the Purchaser’s site where the Contractor’s service physically terminates and is cross-connected to the State or Purchaser’s equipment.

Contract Term

2. Term

2.1. This Contract’s initial term shall be approximately three and one half (3.5) years, commencing upon the Effective Date and expiring on June 30, 2014.

2.2. This Contract’s term may be extended by three (3) additional one (1) year terms, provided that the extensions shall be at DIS’ option and shall be mutually agreed upon in writing not less than thirty (30) calendar days prior to the expiration of the then-current term. No change in terms and conditions shall be permitted during these extensions unless specifically agreed to in writing.

2.3. Term of Supplemental Work Order (SWO). The term of any SWO executed pursuant to this Contract shall be set forth in the SWO. The service term indicated in any SWO shall survive the expiration of the contract. The SWO may be terminated in accordance with the termination sections of this Contract or as agreed between the parties. The term of a Site Agreement executed pursuant to this Contract and SWO shall be set forth in the Site Agreement. The service term indicated in any site agreement shall survive the expiration of the contract. Any site agreement may be terminated in accordance with the termination sections of this Contract or as agreed between the parties.

3. Survivorship

All purchase transactions executed pursuant to the authority of this Contract shall be bound by all of the terms, conditions, Prices and Price discounts set forth herein, notwithstanding the expiration of the initial term of this Contract or any extension thereof. Further, the terms, conditions and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance,
cancellation or termination of this Contract shall so survive. In addition, the terms of the sections titled Overpayments to Contractor; Contractor Commitments, Warranties and Representations; Protection of Purchaser’s Confidential Information; Section Headings, Incorporated Documents and Order of Precedence; Publicity; Review of Contractor’s Records; Patent and Copyright Indemnification; Contractor’s Proprietary Information; Disputes; and Limitation of Liability, shall survive the termination of this Contract.

Pricing, Invoice and Payment

4. Pricing
   4.1. Contractor agrees to provide, for the Term of the Contract, the Services to Purchasers at the rates not to exceed those set forth in the Authorized Service Rates and Trunk Charges attached as Schedule A to this Contract. Service rates and trunk charges may not be increased during the Term of this Contract. Services may also be ordered based on subsequent site specific price quotes provided by Contractor.

   4.2. Contractor may participate in the Federal Communication Commission’s E-rate discount program established pursuant to the Telecommunications Act of 1996, in accordance with the Schools and Libraries Division (SLD) of the Universal Service Administration Corporation (USAC) requirements. Contractor’s Service Provider Identification Numbers (SPIN) are QC: 143005231; QCC: 143001157.

5. Tariffs
   5.1. Contractor agrees to make all State or Federal tariff filings that are required by law or regulation and that are necessary for contract performance.

   5.2. If necessary, Contractor shall make any initial filing required to implement the contract within ten (10) business days after the Effective Date of this Contract. If such initial filing is not permitted to become effective by the appropriate regulatory body (30) calendar days after the date of contract award, the DIS shall have the right partially or entirely to terminate the contract without liability.

   5.3. DIS shall have access to Contractor’s current tariffs which pertain to the provision of the Service described herein at the following URL: http://tariffs.qwest.com:8000/Q_Tariffs/index.htm.

   5.4. If any ruling, order or determination of any regulatory agency or court of competent jurisdiction shall materially and adversely affect the Contractor’s ability to offer Services under the terms and conditions of this Contract, Contractor agrees to immediately develop a proposal that provides comparable service to DIS at rates equal to or less than those set forth in the contract, and under terms and conditions identical to those set forth in the contract, to the extent permissible under applicable legal and regulatory requirements. Such service may be provided under other existing tariffs (if this can be done at such tariffs’ then effective rates without further revision) or under newly filed tariffs. If Contractor is unwilling or unable to develop such a proposal within ten (10) days of any such event, the DIS will have the right partially or entirely to terminate the contract without liability.

   5.5. Qwest Metro Optical Ethernet solution is also subject to the specifications in Tech Pub 77411 located at http://www.qwest.com/techpub/77411/77411.pdf
6. **Advance Payment Prohibited**

   No advance payment shall be made for the Services furnished by Contractor pursuant to this Contract.

7. **Taxes**

   7.1. Purchaser will pay sales and use taxes, if any, imposed on the Services acquired hereunder. Contractor must pay all other taxes including, but not limited to, Washington Business and Occupation Tax, other taxes based on Contractor's income or gross receipts, or personal property taxes levied or assessed on Contractor's personal property. Purchaser, as an agency of Washington State government, is exempt from property tax.

   7.2. Contractor shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this Contract.

   7.3. All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance, or other expenses for Contractor or Contractor's staff shall be Contractor's sole responsibility.

8. **Invoice and Payment**

   8.1. Contractor will submit on a monthly basis, properly itemized invoices to the DIS Digital Transport Services Manager at the Department of Information Services, Telecommunication Services Division, 512 12th Avenue SE, Olympia, WA 98504-2445. Invoices shall provide and itemize, as applicable:

   - Contract number T11-PCH-529 and Order Number YY-YY;
   - Contractor account number
   - Contractor circuit identifier
   - Contractor name, address, phone number, and Federal Tax Identification Number;
   - Description of Services provided;
   - Monthly Recurring Charges for Service;
   - Date(s) of delivery of Services
   - Multiplexing charges (if applicable)
   - Installation cost (if applicable)
   - Applicable taxes and fees;
   - Other applicable charges;
   - Any service credits, including without limitation Out of Service credits issued pursuant to this Contract;
   - Total invoice amount; and
   - Payment terms including any available prompt payment discounts.

   8.2. Payments shall be due and payable within thirty (30) calendar days after receipt of properly prepared invoices.

   8.3. Incorrect or incomplete invoices will be returned by Purchaser to Contractor for correction and reissue.
8.4. The DIS Contract number T11-PCH-529 and SWO number [YY-YY] must appear on all bills of lading, packages, and correspondence relating to this Contract.

8.5. Purchaser shall not honor drafts, nor accept goods on a sight draft basis.

8.6. If Purchaser fails to make timely payment, Contractor may invoice Purchaser one percent (1%) per month on the amount overdue or the maximum amount allowed by law. Payment will not be considered late if payment is deposited electronically in Contractor’s bank account or if a check or warrant is postmarked within thirty (30) calendar days of Acceptance of the Service or receipt of Contractor’s properly prepared invoice, whichever is later.

8.7. If there are any good faith disputes related to an invoice, Purchaser may pay only the undisputed portion of the invoice on a timely basis and notify Contractor in writing of Purchaser's basis for withholding payment of the disputed amount. Upon receipt of Purchaser's dispute notice, Contractor and Purchaser agree to work together in good faith to resolve such dispute in a prompt and mutually acceptable manner. If the dispute is not resolved within ninety (90) days after Contractor's receipt of Purchaser's dispute notice, the parties shall resolve the issue pursuant to the provisions of Section 60.

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

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

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

8.11. A subsequent order to change Service Bandwidth during the Term may be assessed an NRC, and, the MRC may be changed to the new Service bandwidth profile charge. Purchaser may be assessed an early Termination liability charge for any decrease in bandwidth during the Term of the Service Agreement.

8.12. DIS' or Purchaser's request for a physical move of Service to a new location may be treated as a termination of service at the original location. NRC's will apply and Term requirements must be met in the new location. In the event the Minimum Service Period cannot be met, a new Service Agreement must be signed.
8.13. For the physical move of a Purchaser’s existing Service to a location within the same building, Contractor may charge actual costs to Purchaser. Contractor shall provide a written estimated cost to Purchaser for prior review and approval prior to the service being moved. If Purchaser does not want to move forward with the move based on the estimated cost then Customer may install the infrastructure within the building to accommodate the move. In all cases, there shall be no changes to the Minimum Service Period, unless mutually agreed to in writing.

9. Overpayments to Contractor

Contractor shall apply as credit to Purchaser’s impacted account the full amount of any erroneous payment or overpayment under this Contract within thirty (30) days written notice. Credit shall be effective on the next applicable billing period. For overpayments or erroneous payments that would otherwise require the issuance of credits after the termination of affected services under this Contract, Contractor shall refund to Purchaser the full amount in the form of a check.

Contractor’s Responsibilities

10. Transition Planning

For those Purchasers receiving Services from Contractor at the same existing locations pursuant to other DIS-administered contracts in place prior to the Effective Date of this Contract, Contractor agrees, at the sole option of DIS, to provide Services pursuant to the terms and subject to the conditions of this Contract upon Purchaser’s request, without assessing any transition or termination penalty or obligation on behalf of Purchasers as long as the term of service under this Contract ends at the same or later date than the term of service under the other DIS administered contract.

11. Contractor Implementation and Installation Requirements

11.1. Notifications

Contractor must notify end user customers of scheduled installations at least 24 hours prior to arrival at the site. If local contact is unavailable or unresponsive, Contractor may arrive on site to conduct installation activities.

Contractor must notify and work with the DIS Network Control Center (NCC) when testing/completing installation of service for all DIS related service.

11.2. Coordination With Local Telephone Company

Contractor agrees to coordinate with the Local Telephone Company (ies), Interexchange Carriers (IX C), and other transport service providers to connect existing and new circuits to the Node Site. All coordination pursuant to this Section shall be Contractor's sole responsibility.

11.3. Acquisition of Permits

The Contractor will be solely responsible for the acquisition of any required city, county, or state permits.

11.4. Coordination of Installation

Contractor agrees to coordinate Service installation with the Purchaser Digital Transport Services Manager and conduct installation between the hours of 6:00 a.m. and 6:00 p.m., Pacific Time on Business Days.
11.5. Funding

Service provided herein is subject to network infrastructure availability and may require the expenditure of Contractor capital funds ("Funding") to provide Service to DIS. If a location requires Funding, Contractor will only provide Service if Funding has been approved. Such approval will be granted at the sole discretion of Contractor. In the event the required Funding is not approved, Contractor agrees to cooperate with DIS in good faith to develop an alternative service solution.

12. Service Availability

Service must be available twenty-four (24) hours per day, three hundred sixty five (365) calendar days per year.

13. Service Performance

Service must perform at a minimum ninety-nine point nine percent (99.90%) of the time during a calendar month.

14. Service Latency

Five (5) minute average end-to-end packet latency must be < 15 milliseconds. End-to-end, for the purposes of this Section, is defined as packets traversing Purchased circuit from egress port on customer device to ingress customer device on other end of purchased circuit.

Latency is defined as the time taken for a packet to traverse a network from one destination to another.

15. Packet Loss

Contractor’s five minute average for packet loss must be < .1% of the total packet throughput on service path. Service path is defined as Purchased circuit from egress port on customer device to ingress port on customer device on other end of purchased circuit.

16. Metro Optical Ethernet Service Level Agreement

QMOE Services provided by Contractor under this Contract are subject to the Metro Optical Ethernet Service Level Agreement at http://www.qwest.com/legal/sla.html

17. Service Interface & Termination Requirements

Service Interface to Purchaser’s Equipment:

Unless otherwise specified by Purchaser, the interfaces provided to Purchaser locations must be administratively configured for use as a fixed full duplex 100 or 1000 Mbps interface per the resulting work order or site agreement.

Service Capacities (Rate Limiting):

Contractor must be able to provide rate limiting/bandwidth metering at the Purchaser location. In the event that Subcontractor is unable to provide rate limiting/bandwidth metering at a Purchaser location, Contractor shall note as such in the price quote for service to that location as well as any resulting SWO or Site Agreement. Purchaser may elect to waive the requirement for rate limiting/bandwidth metering on a per site basis.

Termination Requirements:
Contractor is responsible for all access and fiber/cabling to the point of service handoff at the customer premise equipment/switch/router.

16.1 DIS Node site connectivity requirements
All DIS node sites require an IEEE 802.1q trunk with a fiber handoff.

16.2 Customer site connectivity requirements
Customer sites will require a standard Ethernet connection or an IEEE 802.1q trunk depending on the customer requirement. Customer sites will require either a fiber or copper handoff depending on their requirements.

16.3 Link Aggregation
Contractor's Ethernet services must provide support at the end site and node site for link aggregation (LACP) via the IEEE 802.3ad standard. This service will be implemented at Customer request if there are two or more aggregation circuits at a node site.

18. Equipment Space and Power
Contractor shall be responsible for the purchase, installation, configuration and maintenance of all equipment required to provide Ethernet services to Purchaser. Following receipt of a work order Contractor must disclose whether Contractor owned equipment is required on Purchaser premises in order to deliver the required interface. If so, Contractor must disclose the type of equipment and the space and power requirements necessary to serve Contractor's equipment. Contractor must supply an uninterruptable power supply (UPS) capable of providing at least 4 hours of backup power and use this to power their equipment. Purchaser may request Contractor utilize Purchaser owned UPS whereby Purchaser would sign a Power Waiver indicating as such.

19. Wiring Beyond the D-mark
If Purchaser requests wiring beyond the d-mark, Contractor is responsible for installing the extension. Purchaser is responsible for all costs associated with wiring beyond the d-mark including any work done by a subcontractor.

Contractor shall include the costs associated with wiring beyond the D-mark in the installation and/or service charges quoted to Purchaser.

20. Ethernet Standards
Contractor's Ethernet interface provided at the Purchaser's point-of-presence must adhere to IEEE 802.3 standards for 10 Mbps, 100 Mbps, 1,000 Mbps, or 10,000 Mbps Ethernet depending on the service purchased at the location by the Purchaser.

21. VLAN
Contractor's Ethernet services must provide support for virtual local area network (VLAN) via the IEEE 802.1Q standard.

22. Marking of Traffic
Contractor may not mark or remark any traffic without approval from Purchaser. All traffic leaving a Purchaser site will arrive after traversing the Contractor's network with the same markings it left with (QoS, Multicast, etc.).

23. Service Reports
Qwest OMR# Q600454
State of Washington Department of Information Services 10 Secondary Transport Ethernet Services Contract # T11-PCH-529
23.1 Trouble Logs
Contractor will provide a weekly trouble log summary and error statistic reports to the Purchaser upon request
- Emergency Repair/ Trouble log contents are defined in Section 5.17.3 of the RFP
- Error Statistics report contents are defined in Section 5.17.5 of the RFP

23.2 Reason For Outage
Contractor will provide a per incident Reason for Outage (RFO). Preliminary RFOs shall be provided within 2 hours after an outage has been resolved with complete RFOs provided within 24 hours. For incidents requiring additional carrier research the RFO is to be updated every 24 hours until such time as a final determination has been made.

24. Service Repair and Trouble Reporting
24.1 Response to Trouble Reports
Contractor must respond to all trouble reports twenty-four (24) hours a day, 365 days per year within 4 hours.

24.2 Toll-Free Trouble Reporting Number
Contractor must provide a toll-free trouble reporting number.

24.3 Trouble Reporting
For all service problems the Contractor must provide periodic status report (type of problem, estimated time to repair, Contractor ticket number) to the Purchaser.
Contractor must maintain a repair log listing the date of the repair occurrence, problem found, action taken to resolve the problem, and the total out-of-service time. Only issues affecting Purchaser’s service need be logged.

24.4 End-to-End Service Monitoring and Test Capability
Contractor must have the capability of monitoring the service End-to-End and have the ability to perform remote site testing as necessary to troubleshoot problems with their service.

24.5 Error Statistics Reporting
Contractor must be able to provide continuous End-to-End Monitoring and error statistics for services they provide to the Purchaser.

25. Service Maintenance
25.1 Scheduled Routine Maintenance/Testing
Contractor and Purchaser will develop an agreed upon a maintenance window of days and times for scheduled maintenance and testing of the Purchaser’s services.

25.2 Emergency Repair/Maintenance/Testing
Contractor must notify the Purchaser immediately if emergency maintenance or testing is going to occur that could potentially disrupt State network customer traffic.

26. Credit for Service Outages
In the event of an Out of Service Condition, as defined in the Definitions section, where Contractor fails to restore Service to full capability within one hour after initiation of the Out of Service.
Condition, Contractor agrees to grant Purchasers a credit against its basic Monthly Service Charge. Such credit shall be calculated as a 5% discount on the Purchaser's monthly bill for the affected transport path(s) for each Out of Service occurrence.

Each distinct outage will be considered a separate event. Contractor agrees to provide credits for all events occurring during a billing period. The credits will be applied to the billing for the month following the month in which the outage occurred. Award of the credit in no way relieves the Contractor of responsibility to correct the Out of Service Condition(s) and does not constitute an exclusive remedy for such Out of Service Condition(s).

27. Circuit Administration
The Ethernet circuits shall be administered by Purchaser.

28. Service Installation
Contractor must agree to have the service installed, tested and ready for DIS' acceptance at the sites on or before forty five (45) days, where facilities already exist, and wiring beyond the demarcation is not required, or ninety (90) days, where facilities do not exist, from the placement of an order. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate delivery, installation, testing, and making operational all items necessary to provide the services described. Contractor must notify end user customers of scheduled installations prior to arrival at the site. Contractor must notify the DIS Network Control Center (NCC) when testing/completing installation of service.

Contractor must notify end user customers of scheduled installations at least 24 hours prior to arrival at the site.

Contractor must notify and work with the DIS Network Control Center (NCC) when testing/completing installation of service.

29. RFP Mandatory Requirements
The RFP mandatory requirements are essential substantive terms of this Contract. Services provided under this Contract shall meet or exceed all the mandatory requirements of the RFP.

30. Supplemental Work Order
30.1. All Services shall be performed pursuant to the terms of this Contract and shall be documented in an SWO or site agreement established between Purchaser and Contractor.

30.2. The terms and conditions of any SWO/site agreement cannot conflict with the terms and conditions of this Contract. In the event of any conflict, the Contract shall prevail, with the exception of the individual term of service of any SWO or site agreement.

30.3. Contractor agrees that within ten (10) business days of the initial receipt of a SWO, Contractor shall either sign and return such SWO, or notify the DIS Contract Administrator of the need for additional time. No work shall be performed by Contractor until a SWO is executed by Contractor and Purchaser and is received by Contractor.

31. Site Security
While on Purchaser's premises, Contractor, its agents, employees, or Subcontractors shall conform in all respects with physical, fire, and security regulations.
32. **Acceptance Testing**

Contractor will notify Purchaser of the Service Installation Date on which Service is available for use and ready for acceptance. The evaluation and acceptance of the Services will be conducted by Purchaser network technicians and management and requires thirty (30) days of continuous service from such Service Installation Date and will be restarted after every failure. For services provided by Subcontractor, billing will commence upon the Service Installation Date. If service is not accepted by Purchaser, then credit will be issued against previously billed charges for the period in which Service was not available. For Services provided by Contractor, billing will commence at the end of the 30-day acceptance period. In the event Purchaser is unable or unwilling to accept Contractor-provided Service after the 30-day acceptance period, Contractor will commence with regular monthly billing for the subject Service unless Purchaser cancels Service. If, for reasons other than Default by Contractor, Purchaser cancels an order for Service prior to the date the Service is available for use, or is unable to accept the Service by the end of the acceptance period and Contractor cancels the Service, the Tariff cancellation charges may apply.

The occurrence of three (3) "Out of Service" Occurrences as defined in the Definitions section will constitute grounds for immediate termination of the Contract, SWO or site agreement, which shall be exercisable at DIS' sole option. This provision does not apply to Services that are already in existence under other existing agreements between the State of Washington and Contractor for the Services described herein.

33. **Contractor Commitments, Warranties and Representations**

33.1 Any written commitment by Contractor within the scope of this Contract shall be binding upon Contractor. Failure of Contractor to fulfill such a commitment may constitute breach and shall render Contractor liable for damages under the terms of this Contract. For purposes of this section, a commitment by Contractor includes: (i) Prices, discounts, and options committed to remain in force over a specified period of time; and (ii) any warranty or representation made by Contractor in its Response or contained in any Contractor or manufacturer publications, written materials, schedules, charts, diagrams, tables, descriptions, other written representations, and any other communication medium accompanying or referred to in its Response or used to effect the sale to Purchaser.

33.2 NO WARRANTIES. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

34. **Protection of Purchaser's Confidential Information**

34.1 Contractor acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Contract or its performance may consist of Confidential Information. Contractor agrees to hold Confidential Information in strictest confidence and not to make use of Confidential Information for any purpose other than the performance of this Contract, to release it only to authorized employees or Subcontractors requiring such information for the purposes of carrying out this Contract, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without Purchaser's express written consent or as provided by law. Contractor agrees to release such information or material only to employees or Subcontractors who have signed a nondisclosure agreement, the terms of which have been previously approved by Purchaser. Contractor agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information.
34.2. Immediately upon expiration or termination of this Contract, Contractor shall, at Purchaser’s option: (i) certify to Purchaser that Contractor has destroyed all Confidential Information; or (ii) return all Confidential Information to Purchaser; or (iii) take whatever other steps Purchaser requires of Contractor to protect Purchaser’s Confidential Information.

34.3. Purchaser reserves the right to monitor, audit, or investigate the use of Confidential Information collected, used, or acquired by Contractor through this Contract. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

34.4. Violation of this section by Contractor or its Subcontractors may result in termination of this Contract and demand for return of all Confidential Information, monetary damages, or penalties.

Purchaser’s Authority and Responsibilities

35. Purchaser Use of Contract

35.1. The optional-use nature of this Contract relieves Purchaser of the need to conduct individual competitive activities as specific requirements arise. When acquiring service to specific sites, Purchaser may solicit price quotes from multiple Contractor(s) capable of serving the sites. Purchaser may consider criteria other than financial in their selection of a Contractor to provide the service. Additional criteria may include, but is not limited to, service quality, past performance, installation speed, labor resources available, and Contractor experience.

35.2. For a project with a total cost, as identified in the Supplemental Work Order (SWO) or site agreement exceeding $250,000, the Purchaser must solicit quotations from at least three (3) Vendors holding a Contract, or other Vendors. The SWO must identify at least two (2) Vendors that submitted a quotation, but were not awarded the work. The Parties shall not execute a Supplemental Work Order for a project in excess of this amount unless this requirement has been satisfied.

35.3. This Contract may not be used for any project with a total cost that is in excess of $1.5 million ($1,500,000.00). Projects that exceed $1.5 million must be competitively bid in a separate competition.

35.4. Purchaser may elect to conduct formal Second Tier Competitions among contracted vendors to solicit price quotes for service to specific sites.

Contract Administration

36. Legal Notices

36.1. Any notice or demand or other communication required or permitted to be given under this Contract or applicable law (except notice of malfunctioning Products) shall be effective only if it is in writing and signed by the applicable party, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Service as first-class mail, postage prepaid certified mail, return receipt requested, to the parties at the addresses provided in this section. For purposes of complying with any provision in this Contract or applicable law that requires a “writing,” such communication, when digitally signed with a Washington State Licensed Certificate, shall be considered to be “in writing” or “written” to an extent no less than if it were in paper form.
To Contractor at:
Qwest Communications Company, LLC
Attn: Legal Department
1801 California Street, Suite 900
Denver CO 80202
Fax: 888-778-0054

With Copy to:
Wendy Rawlings
512 12th Ave. S.E. Ste 400
Olympia WA 98501

or to Purchasers at the address listed on their purchase order.

36.2. Notices shall be effective upon receipt or four (4) Business Days after mailing, whichever is earlier. The notice address as provided herein may be changed by written notice given as provided above.

36.3. In the event that a subpoena or other legal process commenced by a third party in any way concerning the Services provided pursuant to this Contract is served upon Contractor or Purchaser, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process.

37. Contractor Account Manager
Contractor shall appoint an Account Manager for the State’s account under this Contract who will provide oversight of Contractor activities conducted hereunder. Contractor’s Account Manager will be the principal point of contact for DIS concerning Contractor’s performance under this Contract. Contractor shall notify the DIS Contract Administrator, in writing, when there is a new Contractor Account Manager assigned to this Contract. The Contractor Account Manager information is:

Contractor Account Manager: Wendy Rawlings
Address: 512 12th Ave SE, Ste 400, Olympia, WA 98501
Phone: 360.754.5957 Fax: 360.754.3085 E-mail: wendy.rawlings@qwest.com

38. Contractor Project Manager
Contractor shall assign a Contractor Project Manager for each Purchaser project. The Contractor Project Manager shall be the principal point of contact for Purchaser and shall coordinate Contractor’s activities. The Contractor Project Manager shall produce and maintain a complete plan for all Contractor-related activities concerning installation. [Purchaser will assign a single point of contact to work with Contractor Project Manager for duration of project.]

39. Section Headings, Incorporated Documents and Order of Precedence
39.1. The headings used herein are inserted for convenience only and shall not control or affect the meaning or construction of any of the sections.
39.2. Each of the documents listed below is, by this reference, incorporated into this Contract as though fully set forth herein.
Schedules A, B, C and D;
DIS’ RFP (Exhibit A);
Contractor’s Response to DIS’ RFP (Exhibit B);
Any Supplemental Work Orders or site agreements
All Contractor or manufacturer publications, written materials and schedules, charts, diagrams, tables, descriptions, other written representations and any other supporting materials Contractor made available to Purchaser and used to effect the sale of Services to Purchaser.

39.3. In the event of any inconsistency in this Contract, the inconsistency shall be resolved in the following order of precedence:
Applicable federal and state statutes, laws, applicable Tariffs and regulations;
Sections of this Contract;
Any Supplemental Work Orders or site agreements
Schedules A, B, C and D;
Contractor’s Response to DIS’ RFP (Exhibit B);
DIS’ RFP (Exhibit A);
All Contractor or manufacturer publications, written materials and schedules, charts, diagrams, tables, descriptions, other written representations and any other supporting materials Contractor made available to Purchaser and used to effect the sale of Services to Purchaser.

40. **Entire Agreement**
This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and except as provided in the section titled **Contractor Commitments, Warranties and Representations**, understandings, agreements, representations, or warranties not contained in this Contract or a written amendment hereto shall not be binding on either party. Except as provided herein, no alteration of any of the terms, conditions, delivery, Price, quality, or Specifications of this Contract will be effective without the written consent of both parties.

41. **Authority for Modifications and Amendments**
No modification, amendment, alteration, addition, or waiver of any section or condition of this Contract shall be effective or binding unless it is in writing and signed by DIS and Contractor.

42. **Additional Services**
Contractor may submit new Services with associated discounts or prices to the DIS Contract Administrator. New or changed Services submitted by Contractor shall meet all mandatory requirements of the RFP. Additional Services that are determined by DIS to be appropriate to the scope of this Contract, may be added to Schedule A of this Contract by an instrument in writing, signed by both Contractor and DIS. Such writing shall include a specific description of the additional Services, pricing, and additional terms and conditions as relevant.
43. Independent Status of Contractor

In the performance of this Contract, the parties will be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint venturers, or associates of one another. The parties intend that an independent contractor relationship will be created by this Contract. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Contractor shall not make any claim of right, privilege or benefit which would accrue to an employee under chapter 41.06 RCW (State Civil Service Law) or Title 51 RCW (Industrial Insurance).

44. Governing Law

This Contract shall be governed in all respects by the law and statutes of the state of Washington, without reference to conflict of law principles. The jurisdiction for any action hereunder shall be exclusively in the Superior Court for the state of Washington. The venue of any action hereunder shall be in the Superior Court for Thurston County or the county in which Purchaser is located within the state of Washington.

45. Rule of Construction as to Ambiguities

Each party to this Contract acknowledges that such party has reviewed this Agreement and participated in its drafting and agrees that no provision of this Contract shall be construed against or interpreted to the disadvantage of a party by reason of such party having or being deemed to have drafted, structured or dictated such provision or provisions.

46. Subcontractors

Contractor may, with prior written permission from DIS, which consent shall not be unreasonably withheld, enter into subcontracts with third parties for its performance of any part of Contractor’s duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor to Purchaser for any breach in the performance of Contractor’s duties. For purposes of this Contract, Contractor agrees that all Subcontractors shall be held to be agents of Contractor. Contractor shall be liable for any loss or damage to Purchaser, including but not limited to personal injury, physical loss, harassment of Purchaser employees, or violations of the Patent and Copyright Indemnification, Protection of Purchaser’s Confidential Information, and sections of this Contract occasioned by the acts or omissions of Contractor’s Subcontractors, their agents or employees. The Patent and Copyright Indemnification, Protection of Purchaser’s Confidential Information, and Review of Contractor’s Records sections of this Contract shall apply to all Subcontractors.

47. Assignment

47.1. With the prior written consent of DIS, which consent shall not be unreasonably withheld, Contractor may assign this Contract including the proceeds hereof, provided that such assignment shall not operate to relieve Contractor of any of its duties and obligations hereunder, nor shall such assignment affect any remedies available to Purchaser that may arise from any breach of the sections of this Contract, or warranties made herein including but not limited to, rights of setoff.

47.2. DIS may assign this Contract to any public agency, commission, board, or the like, within the political boundaries of the state of Washington, provided that such assignment shall not operate to relieve Purchaser of any of its duties and obligations hereunder.
47.3. Notwithstanding the above, either party may assign this Contract without the other party’s prior written consent: (a) in connection with the sale of all or substantially all of its assets; (b) to the surviving entity in any merger or consolidation; (c) to an Affiliate; or (d) to satisfy a regulatory requirement imposed upon a party by a governmental body with appropriate authority; provided such party gives the other party 30 days’ prior written notice of such assignment. Any other assignment will require the prior written consent of the other party.

48. Publicity

48.1. The award of this Contract to Contractor is not in any way an endorsement of Contractor or Contractor’s services by DIS or Purchaser and shall not be so construed by Contractor in any advertising or other publicity materials.

48.2. Contractor agrees to submit to DIS, all advertising, sales promotion, and other publicity materials relating to this Contract or any Product furnished by Contractor wherein DIS’ or Purchaser’s name is mentioned, language is used, or Internet links are provided from which the connection of DIS’ or Purchaser’s name with Contractor’s Services may, in DIS’ or Purchaser’s judgment, be inferred or implied. Contractor further agrees not to publish or use such advertising, sales promotion materials, publicity or the like through print, voice, the World Wide Web, and other communication media in existence or hereinafter developed without the express written consent of DIS or Purchaser prior to such use.

49. Review of Contractor’s Records

49.1. Contractor and its Subcontractors shall maintain books, records, documents and other evidence relating to this Contract, including but not limited to, protection and use of Purchaser’s Confidential Information, and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature invoiced in the performance of this Contract. Contractor shall retain all such records for six (6) years after each payment under this Contract. Records involving matters in litigation related to this Contract shall be kept for either one (1) year following the termination of litigation, including all appeals, or six (6) years from the date of expiration or termination of this Contract, whichever is later.

49.2. All such records shall be subject at reasonable times and upon prior notice to examination, inspection, copying, or audit by personnel so authorized by the DIS Contract Administrator and/or the Office of the State Auditor and federal officials so authorized by law, rule, regulation or contract, when applicable, at no additional cost to either party. During this Contract’s term, Contractor shall provide access to these items within Thurston County or the county where Purchaser is located.

49.3. Contractor shall incorporate in its subcontracts this section’s records retention and review requirements.

49.4. It is agreed that books, records, documents, and other evidence of accounting procedures and practices related to Contractor’s cost structure, including overhead, general and administrative expenses, and profit factors shall be excluded from Purchaser’s review unless the cost or any other material issue under this Contract is calculated or derived from these factors.
General Provisions

50. Patent and Copyright Indemnification

50.1. Contractor, at its expense, shall defend, indemnify, and save DIS and Purchaser harmless from and against any claims against DIS or Purchaser that any Service supplied hereunder, or Purchaser’s use of the Service within the terms of this Contract, infringes any patent, copyright, trade secret, trademark, or other similar proprietary right of a third party worldwide. Contractor shall pay all costs of such defense and settlement and any penalties, costs, damages and reasonable attorneys’ fees awarded by a court or incurred by DIS or Purchaser provided that DIS or Purchaser:

Promptly notifies Contractor in writing of the claim, but DIS’ or Purchaser’s failure to provide timely notice shall only relieve Contractor from its indemnification obligations if and to the extent such late notice prejudiced the defense or resulted in increased expense or loss to Contractor; and

Cooperates with and agrees to use its best efforts to encourage the Office of the Attorney General of Washington to grant Contractor sole control of the defense and all related settlement negotiations, and

Cooperates with Contractor in a reasonable way to facilitate the settlement or defense; and provided that the action does not arise from modifications made by a party other than Contractor, or from incorrect use of or combinations of products or Services provided by Contractor with other products or services or transmission of customer-supplied content, data, or other information that gives rise to the claim.

50.2 If such claim has occurred, or in Contractor’s opinion is likely to occur, DIS and Purchaser agree to permit Contractor, at its option and expense, to procure the right to continue using the Service or to replace or modify the same so that they become noninfringing and functionally equivalent.

Contractor’s obligation to defend such an infringement claim will not apply to systems, services, equipment or software not provided by Contractor, including any local exchange carrier or other service provider, notwithstanding that such provider is engaged on DIS and Purchaser’s behalf by Contractor. Customer is entitled to indemnification for infringement claims arising from the use of Services provided under this Contract by Northwest Open Access Networks (“NoaNet”) by NoaNet. This subsection does not apply to any CPE supplied by Contractor or its affiliates.

THIS SUBSECTION SETS FORTH THE SOLE AND EXCLUSIVE REMEDY OF DIS AND PURCHASER, AND THE ENTIRE OBLIGATION AND LIABILITY OF CONTRACTOR, AS TO ANY CLAIMS OF INFRINGEMENT OR MISAPPROPRIATION OF THIRD PARTY PROPRIETARY RIGHTS IN CONNECTION WITH ANY SERVICES PROVIDED HEREUNDER.

51. Save Harmless

Contractor shall defend, indemnify, and save DIS and Purchaser harmless from and against any claims, including reasonable attorneys’ fees resulting from such claims, by third parties for any or all injuries to persons or damage to property of such third parties arising from intentional, willful or negligent acts or omissions of Contractor, its officers, employees, or agents, or Subcontractors, their officers, employees, or agents. Contractor’s obligation to defend, indemnify, and save DIS and Purchaser harmless shall be eliminated or reduced by any actual concurrent DIS or Purchaser negligence.
52. Insurance

52.1. Contractor shall, during the term of this Contract, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the state of Washington and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. In the event of cancellation, non-renewal, revocation or other termination of any insurance coverage required by this Contract, Contractor shall provide written notice of such to DIS within ten (10) Business Day of Contractor’s receipt of such notice, but only when there is a lapse in coverage. Failure to buy and maintain the required insurance may, at DIS’ sole option, result in this Contract’s termination.

52.2. The minimum acceptable limits shall be as indicated below, for each of the following categories:

- Commercial General Liability covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of not less than $1 million per occurrence/$2 million general aggregate;

- Business Automobile Liability (owned, hired, or non-owned) covering the risks of bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of not less than $1 million per accident;

- Employers Liability insurance covering the risks of Contractor’s employees’ bodily injury by accident or disease with limits of not less than $1 million per accident for bodily injury by accident and $1 million per employee for bodily injury by disease;

- Umbrella policy providing excess limits over the primary policies in an amount not less than $3 million; and

- Professional Liability Errors and Omissions coverage of not less than $1 million per occurrence/$2 million general aggregate.

52.3. Contractor shall pay premiums on all insurance policies. DIS shall be named as an additional insured on all general liability, automobile liability, and umbrella policies, and Contractor shall provide a copy of the policy’s blanket additional insured endorsement(s) designating DIS as an additional named insured. The certificate of insurance shall also reference this Contract number T11-PCH-529. Contractor shall provide written notice to DIS within ten (10) Business Day of Contractor’s receipt of any cancellation, non-renewal, revocation or other termination of insurance coverage required by this Contract but only when there is a lapse in coverage.

52.4. All insurance provided by Contractor for the actions of Contractor and for those for whom Contractor is responsible shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State and shall include a severability of interests (cross-liability) provision.

52.5. Contractor shall include all Subcontractors as insured under all required insurance policies, or shall furnish separate certificates of insurance and endorsements for each Subcontractor. Subcontractor(s) shall comply fully with all insurance requirements stated herein appropriate to the work performed. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor’s liability or responsibility.

52.6. Contractor shall furnish to DIS copies of certificates and endorsements of all required insurance within thirty (30) calendar days of this Contract’s Effective Date and copies of renewal certificates and endorsements of all required insurance within thirty (30) days after the renewal date. These certificates of insurance must expressly indicate compliance with...
each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at DIS sole option, result in this Contract’s termination.

52.7. By requiring insurance herein, DIS does not represent that coverage and limits will be adequate to protect Contractor. Such coverage and limits shall not limit Contractor’s liability under the indemnities and reimbursements granted to DIS in this Contract.

53. **Industrial Insurance Coverage**

Prior to performing work under this Contract, Contractor shall provide or purchase industrial insurance coverage for its employees, as may be required of an “employer” as defined in Title 51 RCW, and shall maintain full compliance with Title 51 RCW during the course of this Contract. DIS or Purchaser will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for Contractor, or any Subcontractor or employee of Contractor, which might arise under the industrial insurance laws during the performance of duties and services under this Contract.

54. **Licensing Standards**

Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements and standards necessary in the performance of this Contract. (See, for example, chapter 19.02 RCW for state licensing requirements and definitions.)

55. **Antitrust Violations**

Contractor and Purchaser recognize that in actual economic practice overcharges resulting from antitrust violations are usually borne by Purchaser. Therefore, Contractor hereby assigns to Purchaser any and all claims for such overcharges as to goods and services purchased in connection with this Contract, except as to overcharges not passed on to Purchaser resulting from antitrust violations commencing after the date of the bid, quotation, or other event establishing the Price under this Contract.

56. **Compliance with Civil Rights Laws**

During the performance of this Contract, Contractor shall comply with all federal and applicable state nondiscrimination laws, including but not limited to: Title VII of the Civil Rights Act, 42 U.S.C. §12101 *et seq.*; the Americans with Disabilities Act (ADA); and Title 49.60 RCW, Washington Law Against Discrimination. In the event of Contractor’s noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled, or terminated in whole or in part under the **Termination for Default** sections, and Contractor may be declared ineligible for further contracts with the State.

57. **Severability**

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Contract are declared severable.

58. **Waiver**

Waiver of any breach of any term or condition of this Contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written instrument signed by the parties.
59. **Treatment of Assets**

59.1. Nothing contained in this Contract shall be construed to transfer title to any property furnished by Purchaser.

59.2. Any Purchaser property furnished to Contractor shall, unless otherwise provided herein or approved by Purchaser, be used only for the performance of this Contract.

59.3. Contractor shall be responsible for any loss of or damage to property of Purchaser that results from Contractor's negligence or that results from Contractor's failure to maintain and administer that property in accordance with sound management practices.

59.4. Upon loss or destruction of, or damage to any Purchaser property, Contractor shall notify Purchaser thereof and shall take all reasonable steps to protect that property from further damage.

59.5. Contractor shall surrender to Purchaser all Purchaser property prior to completion, termination, or cancellation of this Contract.

59.6. All reference to Contractor under this section shall also include Contractor's employees, agents, or Subcontractors.

60. **Contractor's Proprietary Information**

Contractor acknowledges that DIS and Purchaser are subject to chapter 42.56 RCW and that this Contract shall be a public record as defined in chapter 42.17 RCW. Any specific information that is claimed by Contractor to be Proprietary Information, must be clearly identified as such by Contractor. To the extent consistent with chapter 42.56 RCW, DIS and Purchaser shall maintain the confidentiality of all such information marked Proprietary Information. If a public disclosure request is made to view Contractor's Proprietary Information, DIS or Purchaser will notify Contractor of the request and of the date that such records will be released to the requester unless Contractor obtains a court order from a court of competent jurisdiction enjoining that disclosure. If Contractor fails to obtain the court order enjoining disclosure, DIS or Purchaser will release the requested information on the date specified.

**Disputes and Remedies**

61. **Disputes**

61.1. In the event a bona fide dispute concerning a question of fact arises between Contractor and Purchaser and it cannot be resolved between the parties or by the DIS Contract Administrator, either party may initiate the dispute resolution procedure provided herein.

61.2. The initiating party shall reduce its description of the dispute to writing and deliver it to the responding party. The responding party shall respond in writing within five (5) Business Days. The initiating party shall have five (5) Business Days to review the response. If after this review a resolution cannot be reached, both parties shall have five (5) Business Days to negotiate in good faith to resolve the dispute. If the dispute cannot be resolved after five (5) Business Days, a Dispute Resolution Panel may be requested in writing by either party who shall also identify the first panel member. Within five (5) Business Days of receipt of the request, the other party will designate a panel member. Those two panel members will appoint a third individual to the dispute resolution panel within the next five (5) Business Days.
The Dispute Resolution Panel will review the written descriptions of the dispute, gather additional information as needed, and render a decision on the dispute in the shortest practical time.

Each party shall bear the cost for its panel member and its attorneys' fees and share equally the cost of the third panel member. Both parties agree to be bound by the determination of the Dispute Resolution Panel.

61.3. Both parties agree to exercise good faith in dispute resolution and to settle disputes prior to using a Dispute Resolution Panel whenever possible. Unless irreparable harm will result, neither party shall commence litigation against the other before the Dispute Resolution Panel has issued its decision on the matter in dispute.

61.4. Purchaser and Contractor agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this Contract that are not affected by the dispute.

61.5. If the subject of the dispute is the amount due and payable by Purchaser for Services being provided by Contractor, Contractor shall continue providing Services pending resolution of the dispute provided Purchaser pays Contractor the amount Purchaser, in good faith, believes is due and payable, and places in escrow the difference between such amount and the amount Contractor, in good faith, believes is due and payable.

62. Attorneys' Fees and Costs

62.1 If any litigation is brought to enforce any term, condition, or section of this Contract, or as a result of this Contract in any way, the prevailing party shall be awarded its reasonable attorneys' fees together with expenses and costs incurred with such litigation, including necessary fees, costs, and expenses for services rendered at both trial and appellate levels, as well as subsequent to judgment in obtaining execution thereof.

62.2 In the event that the parties engage in arbitration, mediation or any other alternative dispute resolution forum to resolve a dispute in lieu of litigation, both parties shall share equally in the cost of the alternative dispute resolution method, including cost of mediator or arbitrator. In addition, each party shall be responsible for its own attorneys' fees incurred as a result of the alternative dispute resolution method.

63. Non-Exclusive Remedies

The remedies provided for in this Contract shall not be exclusive but are in addition to all other remedies available under law.

64. Failure to Perform

If Contractor fails to perform any substantial obligation under this Contract, DIS or Purchaser shall give Contractor written notice of such Failure to Perform. If after thirty (30) calendar days from the date of the written notice Contractor still has not performed, then DIS or Purchaser may withhold all monies due and payable to Contractor, without penalty to DIS or Purchaser, until such Failure to Perform is cured or otherwise resolved.

65. Limitation of Liability

65.1. The parties agree that Contractor, DIS and Purchaser shall not be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages except a claim related to bodily injury or death, or a claim or demand based on a patent,
copyright, or other intellectual property right infringement, in which case liability shall be as set forth elsewhere in this Contract. This section does not modify any sections or any other conditions as are elsewhere agreed to herein between the parties. The damages specified in the sections titled OSHA/WISHA, Termination for Default, and Review of Contractor’s Records are not consequential, incidental, indirect, or special damages as that term is used in this section.

65.2. Contractor, DIS and Purchaser shall not be liable for damages arising from causes beyond the reasonable control and without the fault or negligence of either Contractor, DIS or Purchaser. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of a governmental body other than DIS or Purchaser acting in either its sovereign or contractual capacity, war, explosions, fires, floods, earthquakes, epidemics, quarantine restrictions, fiber or cable cuts not caused by Contractor, strikes, freight embargoes, and unusually severe weather; but in every case the delays must be beyond the reasonable control and without fault or negligence of Contractor, DIS, Purchaser, or their respective Subcontractors.

65.3. If delays are caused by a Subcontractor without its fault or negligence, Contractor shall not be liable for damages for such delays, unless the Services to be performed were obtainable on comparable terms from other sources in sufficient time to permit Contractor to meet its required performance schedule.

65.4. Neither Contractor, DIS nor Purchaser shall be liable for personal injury to the other party or damage to the other party’s property except personal injury or damage to property proximately caused by such party’s respective fault or negligence.

Contract Termination

66. Termination for Default

66.1. If Contractor violates any material term or condition of this Contract or fails to fulfill in a timely and proper manner its material obligations under this Contract, then the DIS Contract Administrator or Purchaser shall give Contractor written notice of such failure or violation, and the failure or violation shall be corrected by Contractor within thirty (30) calendar days or as otherwise agreed. If such breach is not capable of cure within thirty (30) days, Contractor must commence cure within such thirty (30) day period and diligently pursue completion of such cure. If Contractor’s failure or violation is not so corrected, this Contract may be terminated immediately by written notice from DIS to Contractor, or a Supplemental Work Order/site agreement may be terminated by written notice to Contractor from Purchaser.

66.2. In the event of termination of a Supplemental Work Order, site agreement, or this Contract by DIS, Purchaser or DIS shall have the right to procure the Services that are the subject of this Contract on the open market and Contractor shall be liable for all damages, including, but not limited to: (i) the cost difference between the original Contract/SWO/site agreement price for the Services and the replacement costs of such Services acquired from another vendor; (ii) if applicable, all administrative costs directly related to the replacement of the SWO, site agreement, or Contract, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, staff time costs; and, (iii) any other direct costs to Purchaser or DIS resulting from Contractor’s breach. DIS and Purchasers shall have the right to deduct from any monies due to Contractor, or that thereafter become due, an amount for damages that Contractor will owe DIS or Purchasers for Contractor’s default. Amounts paid to Purchaser...
pursuant to this Section shall in no event exceed the total amounts paid to Contractor for the affected Services during the preceding six (6) months.

66.3. If either DIS or Purchaser violates any material term or condition of this Contract or fails to fulfill in a timely and proper manner its obligations under this Contract, then Contractor shall give DIS or Purchaser, as appropriate, written notice of such failure, which shall be corrected by DIS or Purchaser within thirty (30) calendar days, or as otherwise agreed. If such failure to perform is not so corrected, Purchaser’s Order may be terminated by written notice from Contractor to Purchaser or, if appropriate, this Contract may be terminated by written notice from Contractor to DIS.

66.4. This section shall not apply to any failure(s) to perform that results from the willful or negligent acts or omissions of the aggrieved party.

66.5. Purchaser will remain liable for charges accrued but unpaid as of the termination date. If, prior to the conclusion of the Term, Service and/or this Contract is terminated either by Contractor for Default or by DIS or Purchaser for any reason other than Default, then Purchaser will also be liable for any termination charges (“Termination Charge”).

66.6. Prior to the conclusion of the Term, if Service is terminated or bandwidth is decreased below the original contracted level (“decreased bandwidth”), either by Contractor for Default or by Purchaser for any reason other than Default, then Purchaser will also be liable for and pay Contractor the following Termination Charge:

(a) all accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus

(b) a termination charge of 100% of the balance of the MRCs for the unexpired portion of the Minimum Service Period for the terminated Service and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus

(c) 40% of the balance of the MRCs due for the unexpired portion of the Term in excess of the Minimum Service Period for the terminated Service and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus (d) any and all third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.

67. Termination for Withdrawal of Authority

67.1. In the event that DIS or Purchaser’s authority to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Contract or any Order and prior to normal completion, DIS may terminate this Contract, or a Purchaser may terminate its Order(s), by thirty (30) Business Days written notice to Contractor. No Termination Charge shall accrue to DIS and Purchasers in the event this section shall be exercised. This section shall not be construed to permit DIS to terminate this Contract, or a Purchaser to terminate its Order(s) in order to acquire similar Services from a third party. If this Contract is terminated pursuant to this Section, Purchaser is liable only for payments required by the terms of this Contract for charges accrued but unpaid prior to the effective date of termination.

67.2. In the event that DIS’ end user customer’s authority to perform any of their duties related to receiving services from DIS through this contract is withdrawn, reduced, or limited in any way after the commencement of a SWO and prior to normal completion, DIS may terminate or amend SWO(s) or individual circuits in Service under this Contract and its associated SWO(s) without Termination Charges upon thirty (30) days prior written notice.
This section shall not be construed to permit DIS or its end user customer to terminate SWO(s) in order to acquire similar Services from a third party. If a SWO is terminated pursuant to this Section, DIS is liable only for payments required by the terms of this Contract for charges accrued but unpaid prior to the effective date of termination.

68. Termination for Non-Allocation of Funds

68.1. If funds are not allocated to DIS or Purchaser to continue this Contract or Order in any future period, DIS may terminate this Contract or individual circuits in service under this Contract by thirty (30) Business Days written notice to Contractor. DIS or Purchasers will not be obligated to pay any further charges for Services including the net remainder of agreed to consecutive periodic payments remaining unpaid beyond the end of the then-current period. DIS or Purchaser agrees to notify Contractor in writing of such non-allocation at the earliest possible time. No Termination Charge shall accrue to DIS or Purchasers in the event this section shall be exercised. This section shall not be construed to permit DIS to terminate this Contract, or a Purchaser to terminate its Order(s) in order to acquire similar Services from a third party. If a circuit is terminated pursuant to this Section, Purchaser is liable only for payments required by the terms of this Contract for charges accrued but unpaid prior to the effective date of termination.

68.2. If funds are not allocated to DIS’ end user customer to continue with Service under SWO(s) associated with this Contract in any future period, DIS may amend or terminate the applicable SWO(s) or individual circuits in Service under this Contract. Purchaser will not be obligated to pay any further charges for Services including the net remainder of agreed to consecutive periodic payments remaining unpaid beyond the end of the then-current period. Purchaser agrees to notify Contractor in writing of such non-allocation at the earliest possible time. No Termination Charge shall accrue to Purchaser in the event this section shall be exercised. This section shall not be construed to permit DIS or its end user customer to terminate SWO(s) in order to acquire similar Services from a third party. If a SWO is terminated pursuant to this Section, Purchaser is liable only for payments required by the terms of this Contract for charges accrued but unpaid prior to the effective date of termination.

69. Termination for Conflict of Interest

DIS may terminate this Contract, or Purchaser its Order(s), by written notice to Contractor if DIS or Purchaser determines, after due notice and examination, that any party has violated chapter 42.52 RCW, Ethics in Public Service, or any other laws regarding ethics in public acquisitions and procurement and performance of contracts. In the event this Contract or any Order is so terminated, DIS and Purchasers shall be entitled to pursue the same remedies against Contractor as it could pursue in the event Contractor breaches this Contract or any Order.

70. Termination Procedure

70.1. In addition to the procedures set forth below, if DIS terminates this Contract, Contractor shall follow any procedures DIS specifies in DIS' Notice of Termination.

70.2. Unless otherwise provided herein, Purchaser shall pay to Contractor the agreed-upon Price, if separately stated, for the Services received by Purchaser, provided that in no event shall Purchaser pay to Contractor an amount greater than Contractor would have been entitled to if this Contract or Order had not been terminated. Failure to agree with such determination shall be a dispute within the meaning of the Disputes section of this Contract. Purchaser may withhold from any amounts due Contractor such sum as Purchaser determines.
reasonably and in good faith to be necessary to protect Purchaser from loss or liability caused by Contractor’s willful or negligent acts or omissions.

70.3. Contractor shall pay amounts due Purchaser or DIS as the result of termination within thirty (30) calendar days of notice of the amounts due. If Contractor fails to make timely payment, Purchaser or DIS may charge interest on the amounts due at one percent (1%) per month until paid in full.

70.4. Waiver of Termination Charge
Termination Charges will be waived when all of the following conditions are met: (a) Purchaser discontinues Service(s) and signs a new service agreement(s) for other service(s) provided by Contractor; (b) the new service agreement(s) has a total value equal to or greater than 100% of the remaining prorated value of the terminated Service(s) (excluding any special construction charges, applicable NRCs, or previously billed but unpaid MRCs and/or NRCs), (c) Customer places the orders to discontinue the Service and establish New Service at the same time; (d) a new minimum service period goes into effect when the new service agreement term begins, and (e) the New Service(s) installation must be completed within 30 calendar days of the disconnection of Service, unless such installation delay is caused by Qwest. “New Service’ is defined as a newly installed service placed under a new service agreement(s), or newly installed additions to an existing service agreement(s), but does not include renewals of expiring service agreement(s), renegotiations of existing service agreement(s) and conversions from month-to-month service to contracted service. The waiver does not apply to changes between regulated and unregulated or enhanced products and services.

For Services provided by the Subcontractor, NoaNet, local loop termination charges will apply unless the providing NoaNet member waives termination charges.

71. Covenant Against Contingent Fees

71.1. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or a bona fide established commercial or selling agency of Contractor.

71.2. In the event Contractor breaches this section, Purchaser shall have the right to either annul this Contract without liability to Purchaser, or, in Purchaser’s discretion, deduct from payments due to Contractor, or otherwise recover from Contractor, the full amount of such commission, percentage, brokerage, or contingent fee.

Contract Execution

72. Authority to Bind
The signatories to this Contract represent that they have the authority to bind their respective organizations to this Contract.
73. **Counterparts**

This Contract may be executed in counterparts or in duplicate originals. Each counterpart or each
duplicate shall be deemed an original copy of this Contract signed by each party, for all purposes.

74. **Facsimile Execution**

The parties agree that this Contract may be executed by facsimile signature, and shall be effective
as of the date of such facsimile signature. If executed by facsimile, the parties agree to provide
original signature pages within ten (10) business days of facsimile execution.

**In Witness Whereof,** the parties hereto, having read this Contract in its entirety, including all attachments,
do agree in each and every particular and have thus set their hands hereunto.

---

**Approved**

State of Washington
Department of Information Services

---

**Approved**

Qwest Communications Company, LLC. for
itself and as agent for its Affiliates

---

**Signature**

Michael Martel 1/12/11

Susan Baker 1/13/11

---

**Print or Type Name**

Assistant Director

Manager, Offer Management

---

**Print or Type Name**

**Date**

**Title**

**Contractor Information**

Contractor’s UBI Number: 601475740

---

Minority or Woman Owned Business Enterprise

Yes ☒ No ☐

(Certification Number)

---

Qwest OMR# Q600454
State of Washington
Department of Information Services

---

Secondary Transport Ethernet Services
Contract # T11-PCH-529

---
Schedule A

Authorized Product and Price List

as of January 12, 2011

for

Contract Number T11-PCH-529

with

Qwest Communications Company LLC

<table>
<thead>
<tr>
<th></th>
<th>100 Mb Ethernet Trunk Charge MRC</th>
<th>1 Gig. Ethernet Trunk Charge MRC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Olympia Node</td>
<td>$1,500.00</td>
<td>$6,800.00</td>
</tr>
<tr>
<td>Seattle Node</td>
<td>$1,500.00</td>
<td>$6,800.00</td>
</tr>
<tr>
<td>Spokane Node</td>
<td>$1,500.00</td>
<td>$6,800.00</td>
</tr>
<tr>
<td>Vancouver Node</td>
<td>$1,500.00</td>
<td>$6,800.00</td>
</tr>
<tr>
<td>Yakima Node</td>
<td>$1,500.00</td>
<td>$6,800.00</td>
</tr>
<tr>
<td>Pullman Node</td>
<td>$1,500.00</td>
<td>$6,800.00</td>
</tr>
</tbody>
</table>
Schedule B
Supplemental Work Order Template

This Supplemental Work Order YY-YY (SWO) is made and entered by and between the State of Washington, Department of Information Services ("DIS" or "Purchaser"), and Qwest Communications Company, LLC., including its subsidiaries ("Contractor"), pursuant to Section XX of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this SWO have the meanings ascribed to them in the Contract.

1. Definitions
In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Contractor and DIS, with reference number T11-PCH-529

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which Contractor delivers an aggregated bundle of VLANs.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:
This SWO shall be effective as of the date executed by DIS (the "Effective Date") and continue in full force and effect for a (X) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. Incorporation of the Contract:
The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.
Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation

Contractor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist and wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor agrees to provide written notification to DIS’ Contract Manager and DIS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for the Service. The list of circuits covered by this SWO is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services, or bandwidth decreases below the original contracted level (“decreased bandwidth”) prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus

- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC. 

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. Service Interface & Termination Requirements

Contractor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Contractor is solely responsible for all access and fiber/cabling.
infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

9. Management VLANs

Contractor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments. DIS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Contractor is providing only a single VLAN to DIS, Contractor may satisfy this requirement by providing an additional port on the existing VLAN.

10. SNMP Access

Contractor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

In Witness Whereof, the parties hereto, having read this SWO [YY-YY] to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Department of Information Services

Signature
Print or Type Name
Title  Date

Approved

Qwest Communications Company LLC., for itself and as agent for its Affiliates

Signature
Print or Type Name
Title  Date

Qwest OMR# Q600454
State of Washington
Department of Information Services  Secondary Transport Ethernet Services

3  Contract # T11-PCH-529
Escalation Procedures

Qwest's escalation procedures are designed to ensure that the proper level of attention and resources are directed towards resolution of service problems in a timely manner. Our escalation policies and procedures allow for escalation to be invoked at any time deemed necessary.

- QMOE Repair (24 x 7): 800-227-2218
- Qwest/NoaNet Ethernet Repair (24 x 7): 866-662-6380

Escalations:

- 1st Level: Assigned Technician
- 2nd Level: Supervisor
- 3rd Level: Manager
- 4th Level: Director
- 5th Level: Vice President

Any time during this process, after a trouble ticket has been created, the assigned Service Manager can be contacted 24 x 7 to assist with the escalations.

Qwest Service Manager
Bobby Cox
360-754-3218 office
253-720-4463 mobile
Bobby.Cox@qwest.com
Schedule D

Authorized Purchasers

for

Contract Number T11-PCH-529

with

Qwest Communications Company, LLC

Washington State Department of Information Services;
K20 Network Connected Institutions;
Washington State Public Baccalaureate Institutions;
Washington State Community and Technical Colleges;
Washington State Public School Districts;
Washington State Educational Service Districts (ESD);
Washington State Public Library Systems;
Washington State Cities and Counties
QWEST SITE AGREEMENT TO
CONTRACT NUMBER T11-PCH-529 FOR
ETHERNET TRANSPORT SERVICES

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC, including its subsidiaries ("Contractor") and the State of Washington, Department of Information Services ("DIS") for the provision of Ethernet Service ("Service").

1. TERM.
1.1 This Site Agreement is effective on the latest signature date and expires forty-eight (48) months from the date Service is available to DIS under this Site Agreement, as evidenced by Contractor's records ("Term").

2. INSTALLATION/LOCATION(S). Contractor's records will document the actual date of installation of one Ethernet connection at the following service location:

<table>
<thead>
<tr>
<th>Location 1</th>
<th>Location 2</th>
<th>Connection Speed</th>
<th>USOC</th>
<th>MRC (each)</th>
<th>EVC MRC (each)</th>
<th>*NRC (each)</th>
<th>Rate Limiting/ Bandwidth Metering Available?</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSHS 4050 20415 72nd Ave S</td>
<td>DIS Olympia Node 1115 Washington St. Olympia, WA</td>
<td>10 Mbps</td>
<td>BP4B4</td>
<td>$765.00</td>
<td>$50.00</td>
<td>$1,200.00</td>
<td>Y</td>
</tr>
<tr>
<td>Kent, WA 98032</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOCSPO1 1717 W Broadway Ave</td>
<td>DIS Spokane Node 601 W. 1st Ave Spokane, WA</td>
<td>10 Mbps</td>
<td>BP4B4</td>
<td>$765.00</td>
<td>$50.00</td>
<td>$2,292.00</td>
<td>Y</td>
</tr>
<tr>
<td>Spokane, WA 99201</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Ezi NRC Charges of $2,065.00 for DSHS 4050 and $2,292 for DOCSPO1 outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

3. CHARGES. DIS will pay the following charges for Service:

Total Monthly Recurring Charge $1,630.00
Total Nonrecurring Charge $2,400.00

4. This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

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

APPROVED
State of Washington,
Department Information Services

Authorized Signature
Michael Martel
Name Typed or Printed
Telecomms Sys Div, Assistant Director
Title
24 January 2011
Date

APPROVED
Qwest Communications Company, LLC, including its subsidiaries

Authorized Signature
Susan Baker
Name Typed or Printed
Manager, Offer Management
Title
1/19/2011
Date
QWEST SITE AGREEMENT TO
CONTRACT NUMBER T11-PCH-529 FOR
ETHERNET TRANSPORT SERVICES

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC, including its subsidiaries ("Contractor") and the State of Washington, Department of Information Services ("DIS") for the provision of Ethernet Service ("Service").

1. TERM.
1.1 This Site Agreement is effective on the latest signature date and expires twenty-four (24) months from the date Service is available to DIS under this Site Agreement, as evidenced by Contractor’s records ("Term").

2. INSTALLATION/LOCATION(S). Contractor’s records will document the actual date of installation of one Ethernet connection at the following service location:

<table>
<thead>
<tr>
<th>Location 1</th>
<th>Location 2</th>
<th>Connection Speed</th>
<th>USOC</th>
<th>MRC (each)</th>
<th>EVC MRC (each)</th>
<th>*NRC (each)</th>
<th>Rate Limiting/ Bandwidth Metering Available? Y/N</th>
</tr>
</thead>
<tbody>
<tr>
<td>ATG – WUTC</td>
<td>DIS Olympia Node</td>
<td>10 Mbps</td>
<td>BP4B2</td>
<td>$600.00</td>
<td>$50.00</td>
<td>N/A</td>
<td>Y</td>
</tr>
<tr>
<td>1400 Evergreen Park Dr SW</td>
<td>1115 Washington St.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Olympia, WA 98502</td>
<td>Olympia, WA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Ezi NRC Charges are not applicable for this site.

3. CHARGES. DIS will pay the following charges for Service:

Total Monthly Recurring Charge $650.00
Total Nonrecurring Charge $ 0.00

4. This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

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

APPROVED

State of Washington,
Department Information Services

[Signature]
Michael Martel
Name Typed or Printed

APPROVED

Qwest Communications Company, LLC, including its subsidiaries

[Signature]
Susan Baker
Name Typed or Printed

Telecomm Sys Div, Assistant Director
Title
24 January 2011
Date

Manager, Offer Management
Title
1/19/2011
Date
QWEST SITE AGREEMENT TO
CONTRACT NUMBER T11-PCH-529 FOR
ETHERNET TRANSPORT SERVICES

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the 
"Contract") by and between Qwest Communications Company, LLC, including its subsidiaries ("Contractor") and the State of 
Washington, Department of Information Services ("DIS") for the provision of Ethernet Service ("Service").

1. TERM.
1.1 This Site Agreement is effective on the latest signature date and expires forty-eight (48) months from the date 
Service is available to DIS under this Site Agreement, as evidenced by Contractor's records ("Term").

2. INSTALLATION/LOCATION(S). Contractor's records will document the actual date of installation of one Ethernet 
connection at the following service location:

<table>
<thead>
<tr>
<th>Location 1</th>
<th>Location 2</th>
<th>Connection Speed</th>
<th>USOC</th>
<th>MRC (each)</th>
<th>EVC MRC (each)</th>
<th>*NRC (each)</th>
<th>Rate Limiting/Bandwidth Metering Available?</th>
</tr>
</thead>
<tbody>
<tr>
<td>ESD 1707/DHS 4051 N. Seattle WS 9600 College Way, N. Seattle, WA</td>
<td>DIS Olympia Node 1115 Washington St. OB2 Rm 25 Olympia, WA</td>
<td>100 Mbps (upgrade from 10 Mbps)</td>
<td>8P4L4</td>
<td>$1,000.00</td>
<td>$50.00</td>
<td>$0.00 (upgrade)</td>
<td>Y</td>
</tr>
</tbody>
</table>

*Ezi NRC Charges of $/N/A outlined in the above pricing table are in addition to the rates outlined above and will 
be invoiced separately.

3. CHARGES. DIS will pay the following charges for Service:

Total Monthly Recurring Charge $1,050.00
Total Nonrecurring Charge $ 0.00 (upgrade)

4. This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by 
the Washington Utilities and Transportation Commission ("WUTC").

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

APPROVED
State of Washington, 
Department Information Services

Authorized Signature
Michael Martin
Name Typed or Printed
Assistant Director, 
Telecommunication Services Div

Title
Date 16 February 2011

APPROVED
Qwest Communications Company, LLC, including its 
subsidiaries

Authorized Signature
Susan Baker
Name Typed or Printed
Manager, Offer Management

Title
Date 2/7/2011
QWEST SITE AGREEMENT TO
CONTRACT NUMBER T11-PCH-529 FOR
ETHERNET TRANSPORT SERVICES

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC, including its subsidiaries ("Contractor") and the State of Washington, Department of Information Services ("DIS") for the provision of Ethernet Service ("Service").

1. TERM.
1.1 This Site Agreement is effective on the latest signature date and expires forty-eight (48) months from the date Service is available to DIS under this Site Agreement, as evidenced by Contractor's records ("Term").

2. INSTALLATION/LOCATION(S). Contractor's records will document the actual date of installation of the Ethernet connection outlined in the pricing table below:

<table>
<thead>
<tr>
<th>Location 1</th>
<th>Location 2</th>
<th>Connection Speed</th>
<th>USOC</th>
<th>MRC (each)</th>
<th>NRC (each)</th>
<th>Rate Limiting/Bandwidth Metering Available?</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSHS 3005</td>
<td>Seattle Node</td>
<td>100 Mbps (upgrade from 10 Mbps)</td>
<td>NoaNet</td>
<td>$1,515.00</td>
<td>$1,987.50</td>
<td>Y</td>
</tr>
<tr>
<td>840 North Broadway</td>
<td>2001 Sixth Ave.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bldg B, Suite 500</td>
<td>Ste 804</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Everett, WA</td>
<td>Seattle, WA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DIS/LTS</td>
<td>Seattle Node</td>
<td>Second port &amp;</td>
<td>NoaNet</td>
<td>$125.00</td>
<td>$1,170.00</td>
<td>Y</td>
</tr>
<tr>
<td>840 North Broadway</td>
<td>2001 Sixth Ave.</td>
<td>VLAN</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bldg B, Suite 500</td>
<td>Ste 804</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Everett, WA</td>
<td>Seattle, WA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*EZI NRC Charges of $N/A outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

3. CHARGES. DIS will pay the following charges for Service:

Total Monthly Recurring Charge $1,640.00
Total Nonrecurring Charge $3,157.50

4. This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

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

APPROVED
State of Washington,
Department Information Services

Authorized Signature
Michael Martel
Name Typed or Printed
Assistant Director
Title
Date 2/18/11

APPROVED
Qwest Communications Company, LLC, including its subsidiaries

Authorized Signature
Susan Baker
Name Typed or Printed
Manager, Offer Management
Title
Date 2/10/2011
Agreement Number: T11-PCH-529  
DIS Contract#: S11.5

QWEST SITE AGREEMENT TO  
CONTRACT NUMBER T11-PCH-529 FOR  
ETHERNET TRANSPORT SERVICES

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC, including its subsidiaries ("Contractor") and the State of Washington, Department of Information Services ("DIS") for the provision of Ethernet Service ("Service").

1. TERM.
   1.1 This Site Agreement is effective on the latest signature date and expires forty-eight (48) months from the date Service is available to DIS under this Site Agreement, as evidenced by Contractor's records ("Term").

2. INSTALLATION/LOCATION(S). Contractor's records will document the actual date of installation of one Ethernet connection at the following service location:

<table>
<thead>
<tr>
<th>Location 1</th>
<th>Location 2</th>
<th>Connection Speed</th>
<th>USOC</th>
<th>MRC (each)</th>
<th>*NRC (each)</th>
<th>EVC MRC (each)</th>
<th>Rate Limiting/Bandwidth Metering Available?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pierce County 3629 South D Tacoma, WA</td>
<td>Qwest Olympia 01 Aggregation Site</td>
<td>10 MB</td>
<td>BP4B4</td>
<td>$600.00</td>
<td>$0.00 (renewal)</td>
<td>$50.00</td>
<td>Y</td>
</tr>
<tr>
<td>Spokane County 815 N. Jefferson St Spokane, WA</td>
<td>Qwest Spokane Aggregation Site</td>
<td>10 MB</td>
<td>BP4B4</td>
<td>$600.00</td>
<td>$0.00 (renewal)</td>
<td>$50.00</td>
<td>Y</td>
</tr>
</tbody>
</table>

*Ezi NRC Charges of N/A outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

3. CHARGES. DIS will pay the following charges for Service:
   
   Total Monthly Recurring Charge $1,300.00
   Total Nonrecurring Charge $ 0.00 (renewal)

4. This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

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

APPROVED  
State of Washington,  
Department Information Services

Authorized Signature

MICHAEL MARTEL
Name Typed or Printed

ASSISTANT DIRECTOR
Title

3/10/11
Date

APPROVED  
Qwest Communications Company, LLC, including its subsidiaries

Authorized Signature

Susan Baker
Name Typed or Printed

Manager, Office Management
Title

3/4/2011
Date
This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC, including its subsidiaries ("Contractor") and the State of Washington, Department of Information Services ("DIS") for the provision of Ethernet Service ("Service").

1. TERM.
1.1 This Site Agreement is effective on the latest signature date and expires forty-eight (48) months from the date Service is available to DIS under this Site Agreement, as evidenced by Contractor's records ("Term").

2. INSTALLATION/LOCATION(S). Contractor's records will document the actual date of installation of one Ethernet connection at the following service location:

<table>
<thead>
<tr>
<th>Location 1</th>
<th>Location 2</th>
<th>Connection Speed</th>
<th>USOC</th>
<th>MRC (each)</th>
<th>NRC (each)</th>
<th>Rate Limiting/Bandwidth Metering Available?</th>
</tr>
</thead>
<tbody>
<tr>
<td>LNI Aberdeen/DSHS 6001 415 Wishkah Ste 1B Aberdeen, WA</td>
<td>DIS Olympia Node 1115 Washington St. OB2 Rm 25 Olympia, WA</td>
<td>100 Mbps (upgrade from 10 Mbps)</td>
<td>NoaNet</td>
<td>$832.00</td>
<td>$780.00</td>
<td>Y</td>
</tr>
</tbody>
</table>

*EZI NRC Charges of N/A outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

3. CHARGES. DIS will pay the following charges for Service:

- Total Monthly Recurring Charge $832.00
- Total Nonrecurring Charge $780.00

4. This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

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

APPROVED
State of Washington, Department of Information Services

Authorized Signature
Michael Marget
Name Typed or Printed
Assistant Director
Title
Date 3/30/11

APPROVED
Qwest Communications Company, LLC, including its subsidiaries

Authorized Signature
Susan Baker
Name Typed or Printed
Manager, Offer Management
Title
Date 3/23/2011
QWEST SITE AGREEMENT TO
CONTRACT NUMBER T11-PCH-529 FOR
ETHERNET TRANSPORT SERVICES

This is a Site Agreement (“Site Agreement”) to Contract Number T11-PCH-529 for Ethernet Transport Services (the “Contract”) by and between Qwest Communications Company, LLC, including its subsidiaries (“Contractor”) and the State of Washington, Department of Information Services (“DIS”) for the provision of Ethernet Service (“Service”).

1. TERM.
1.1 This Site Agreement is effective on the latest signature date and expires forty-eight (48) months from the date Service is available to DIS under this Site Agreement, as evidenced by Contractor’s records (“Term”).

2. INSTALLATION/LOCATION(S). Contractor’s records will document the actual date of installation of one Ethernet connection at the following service location:

<table>
<thead>
<tr>
<th>Location 1</th>
<th>Location 2</th>
<th>Connection Speed</th>
<th>USOC</th>
<th>MRC (each)</th>
<th>*NRC (each)</th>
<th>Rate Limiting/Bandwidth Metering Available?</th>
</tr>
</thead>
<tbody>
<tr>
<td>OB2 1115 Washington St</td>
<td>Qwest Olympia 01 Aggregation Site</td>
<td>1000 Mbps (upgrade from 500 Mbps)</td>
<td>BP4U4</td>
<td>$2,700.00</td>
<td>$0.00</td>
<td>Y</td>
</tr>
</tbody>
</table>

*CZI NRC Charges of N/A outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

3. CHARGES. DIS will pay the following charges for Service:

- Total Monthly Recurring Charge $2,700.00
- Total Nonrecurring Charge $0.00

4. This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission (“WUTC”).

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

APPROVED
State of Washington,
Department of Information Services

Authorized Signature

MICHAEL MARTEL
Name Typed or Printed

ASSISTANT DIRECTOR
Title

Date 4/1/11

APPROVED
Qwest Communications Company, LLC, including its subsidiaries

Authorized Signature

Susan Baker
Name Typed or Printed

Manager, Offer Management
Title

3/29/2011
Date
Amendment Number 11-05

to

Contract Number T11-PCH-529

for Ethernet Transport Services

In accordance with Provision 41 (Authority of Modifications and Amendments) of Contract Number T11-PCH-529 ("Contract"), this Amendment Number 11-05 is entered into by and between the State of Washington, Department of Information Services (DIS) and Qwest Communications Company, LLC ("Contractor").

The parties hereby agree to the following:

1. Schedule D, Authorized Purchasers, is amended to add the following public entities to the list of authorized purchasers:

Washington State Port Districts.

This amendment is effective on the date of DIS' signature.

All other provisions of Contract Number T11-PCH-529 shall remain in full force and effect.

In witness thereof, the parties have signed below.

Approved
State of Washington
Department of Information Services

Signature

MICHAEL MARTEL
Print or Type Name
ASSISTANT DIRECTOR
Title
Date

Approved
Qwest Communications Company, LLC

Signature

Susan Baker
Print or Type Name
Manager, Offer Management
Title
Date
AMENDMENT ONE
TO THE
QWEST SITE AGREEMENT TO
CONTRACT NUMBER T11-PCH-529 FOR
ETHERNET TRANSPORT SERVICES

This First Amendment ("First Amendment") is to the Site Agreement ("Site Agreement"), Qwest Content ID: 346610, DIS Contract Number S04-01.39, to the Supplemental Work Order 04-01 of Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between State of Washington, Department of Information Services ("DIS") and Qwest Corporation ("Qwest") under which DIS purchases Ethernet Service ("Service").

1. The purpose of this First Amendment is to supplement and amend the Site Agreement as follows:

   a) Revise the address for DSHS 4050 as outlined in the table below per the Customer's request. QC records will document the actual date of installation of the Ethernet connections at this location.

<table>
<thead>
<tr>
<th>Location 1</th>
<th>Location 2</th>
<th>Connection Speed</th>
<th>USOC</th>
<th>MRC (each)</th>
<th>*NRC (each)</th>
<th>Rate Limiting/Bandwidth Metering Available?</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSHS 4050</td>
<td>DSI Olympia Node 1115 Washington St. Olympia, WA</td>
<td>10 MB</td>
<td>BP4B4</td>
<td>$765.00</td>
<td>$1,200.00</td>
<td>Y</td>
</tr>
<tr>
<td>Update Service address from: 20415 72nd Ave S Kent, WA</td>
<td>Update Service address to: 20425 72nd Ave S Kent, WA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Ezi NRC Charges of $2,065.00 for DSHS 4050 outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

2. Except as expressly modified by this First Amendment, the Contract shall continue in full force and effect in accordance with its terms and constitutes the legal and binding obligations of DIS and Qwest. In the event the terms of this First Amendment conflict with the terms of the Site Agreement and the First Amendment (collectively referred to as the Agreement), the terms of this First Amendment shall control.

3. The Site Agreement and this First Amendment thereconstitute the complete agreement of the parties concerning the subject matter hereof, and supersede any prior written or verbal statements, representations, and agreements concerning the subject matter hereof.

State of Washington,
Department of Information Services

Authorized Signature
MICHAELE MARTEL
Name Typed or Printed
ASSISTANT DIRECTOR
Title 3/21/11
Date

Qwest Corporation

Authorized Signature
Susan Baker
Name Typed or Printed
Manager, Offer Management
Title 3/11/2011
Date

OMR #N05626 amends #N00578

Page 1
AMENDMENT TWO
TO THE
QWEST SITE AGREEMENT TO
CONTRACT NUMBER T11-PCH-529 FOR
ETHERNET TRANSPORT SERVICES

This Second Amendment (this “Second Amendment”) is to the Site Agreement (“Site Agreement”), Qwest Content ID: 346610, of Contract Number T11-PCH-529 for Ethernet Transport Services (the “Contract”) by and between State of Washington, Department of Information Services (“DIS”) and Qwest Corporation (“Qwest”) under which DIS purchases Ethernet Service (“Service”).

1. The purpose of this Second Amendment is to supplement and amend the Site Agreement as follows:

   a) The Service provided at DSHS 4050 outlined in the table in Section 2, titled Installation/Location(s), of the Site Agreement is revised to reflect the Service outlined in the table below. All other information outlined in the table of the Agreement remains unchanged. QC records will document the actual date of installation of the Ethernet connections at this location.

<table>
<thead>
<tr>
<th>Location 1</th>
<th>Location 2</th>
<th>Connection Speed</th>
<th>USOC</th>
<th>MRC (each)</th>
<th>EVC MRC (each)</th>
<th>*NRC (each)</th>
<th>Rate Limiting/Bandwidth Metering Available?</th>
<th>Y/N</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSHS 4050</td>
<td>DSI Olympia Node</td>
<td>10 MB</td>
<td>BP4B4</td>
<td>$765.00</td>
<td>$50.00</td>
<td>$1,200.00</td>
<td>Y</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

   *EZI NRC Charges of $2,065.00 for DSHS 4050 outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

2. Except as expressly modified by this Second Amendment, the Contract shall continue in full force and effect in accordance with its terms and constitutes the legal and binding obligations of DIS and Qwest. In the event the terms of this Second Amendment conflict with the terms of the Site Agreement and the First Amendment (collectively referred to as the Agreement), the terms of this Second Amendment shall control.

3. The Site Agreement and the First Amendment and this Second Amendment thereto constitute the complete agreement of the parties concerning the subject matter hereof, and supersede any prior written or verbal statements, representations, and agreements concerning the subject matter hereof.

State of Washington,
Department of Information Services

Authorized Signature
MICHAE6 MANTEL
Name Typed or Printed
ASSISTANT DIRECTOR
Title
Date

Qwest Corporation

Authorized Signature
Susan Baker
Name Typed or Printed
Manager, Offer Management
Title
Date

OMR #N06617 amends #N05626 and #N00578

Page 1
This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC, including its subsidiaries ("Contractor") and the State of Washington, Department of Information Services ("DIS") for the provision of Ethernet Service ("Service").

1. **TERM.**
   1.1 This Site Agreement is effective on the latest signature date and expires forty-eight (48) months from the date Service is available to DIS under this Site Agreement, as evidenced by Contractor's records ("Term").

2. **INSTALLATION,LOCATION(S).** Contractor's records will document the actual date of installation of one Ethernet connection at the following service location:

<table>
<thead>
<tr>
<th>Location 1</th>
<th>Location 2</th>
<th>Connection Speed</th>
<th>USOC</th>
<th>MRC (each)</th>
<th>EVC MRC (each)</th>
<th>*NRC (each)</th>
<th>Rate Limiting/Bandwidth Metering Available?</th>
</tr>
</thead>
<tbody>
<tr>
<td>KCTS 401 Mercer St Seattle, WA</td>
<td>DIS Seattle Node Westin Building 2001 Sixth Ave Ste 804 Seattle, WA</td>
<td>50 Mbps</td>
<td>BP4F4</td>
<td>$667.00</td>
<td>$50.00</td>
<td>$1,200.00</td>
<td>Y</td>
</tr>
</tbody>
</table>

*EZI NRC Charges of $515.00 outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

3. **CHARGES.** DIS will pay the following charges for Service:

- Total Monthly Recurring Charge $717.00
- Total Nonrecurring Charge $1,200.00

4. This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

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

---

**APPROVED**

State of Washington, Department of Information Services

Authorized Signature

Name Typed or Printed

Title

Date

**APPROVED**

Qwest Communications Company, LLC, including its subsidiaries

Authorized Signature

Name Typed or Printed

Title

Date
This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC, including its subsidiaries ("Contractor") and the State of Washington, Department of Information Services ("DIS") for the provision of Ethernet Service ("Service").

1. TERM.
1.1 This Site Agreement is effective on the latest signature date and expires forty-eight (48) months from the date Service is available to DIS under this Site Agreement, as evidenced by Contractor's records ("Term").

2. INSTALLATION/LOCATION(S). Contractor's records will document the actual date of installation of two Ethernet connections at the following service locations:

<table>
<thead>
<tr>
<th>Location 1</th>
<th>Location 2</th>
<th>Connection Speed</th>
<th>USOC</th>
<th>MRC (each)</th>
<th>EVC MRC (each)</th>
<th>*NRC (each)</th>
<th>Rate Limiting/ Bandwidth Metering Available?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nine Mile Falls SD 6169 Highway 291 Nine Mile Falls, WA</td>
<td>DIS Spokane Node 601 W 1st Ave Spokane, WA</td>
<td>10Mbps</td>
<td>BP4B4</td>
<td>$667.00</td>
<td>$50.00</td>
<td>$1,200.00</td>
<td>Y</td>
</tr>
<tr>
<td>Puyallup Public Library 324 S Meridian ST Puyallup, WA</td>
<td>DIS Seattle Node Westin Building 2001 6th, Ste 804 Seattle, WA</td>
<td>10Mbps</td>
<td>BP4B4</td>
<td>$667.00</td>
<td>$50.00</td>
<td>$1,200.00</td>
<td>Y</td>
</tr>
</tbody>
</table>

*EZI NRC Charges of $5000 for Nine Mile Falls SD and $5000 for Puyallup Public Library are in addition to the rates outlined above and will be invoiced separately.

3. CHARGES. DIS will pay the following charges for Ethernet Service:

<table>
<thead>
<tr>
<th>Total Monthly Recurring Charge</th>
<th>$1,434.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Nonrecurring Charge</td>
<td>$2,400.00</td>
</tr>
</tbody>
</table>

4. This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

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

APPROVED
State of Washington,
Department Information Services

APPROVED
Qwest Communications Company, LLC, including its subsidiaries

Authorized Signature
Susan Baker

Name Typed or Printed
Manager, Offer Management

Title
Date

5/26/2011
QWEST SITE AGREEMENT TO
CONTRACT NUMBER T11-PCH-529 FOR
ETHERNET TRANSPORT SERVICES

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC, including its subsidiaries ("Contractor") and the State of Washington, Department of Information Services ("DIS") for the provision of Ethernet Service ("Service").

1. TERM.
1.1 This Site Agreement is effective on the latest signature date and expires forty-eight (48) months from the date Service is available to DIS under this Site Agreement, as evidenced by Contractor’s records ("Term").

2. INSTALLATION/LOCATION(S). Contractor’s records will document the actual date of installation of forty-nine (49) Ethernet connections at the following service locations:

<table>
<thead>
<tr>
<th>Location 1</th>
<th>Location 2</th>
<th>Connection Speed</th>
<th>USOC</th>
<th>MRC (each)</th>
<th>*NRC (each)</th>
<th>Rate Limiting/Bandwidth Metering Available?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Asotin County Library</td>
<td>DIS Spokane Node</td>
<td>10Mbps</td>
<td>NoaNet</td>
<td>$598.00</td>
<td>$975.00</td>
<td>Y</td>
</tr>
<tr>
<td>417 Sycamore W.601 First Street</td>
<td>Spokane, WA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Clarkston, WA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asotin-Anatone SD</td>
<td>DIS Spokane Node</td>
<td>10Mbps</td>
<td>NoaNet</td>
<td>$884.00</td>
<td>$975.00</td>
<td>Y</td>
</tr>
<tr>
<td>215 2nd Street, Asotin, WA</td>
<td>Spokane, WA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Camas Public Library</td>
<td>DIS Vancouver Node</td>
<td>10Mbps</td>
<td>NoaNet</td>
<td>$936.00</td>
<td>$26,175.50</td>
<td>Y</td>
</tr>
<tr>
<td>625 NE Fourth Ave</td>
<td>111 W. 39th Street</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Camas, WA</td>
<td>Spokane, WA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Centerville SD</td>
<td>DIS Vancouver Node</td>
<td>10Mbps</td>
<td>NoaNet</td>
<td>$936.00</td>
<td>$26,175.50</td>
<td>Y</td>
</tr>
<tr>
<td>2315 Centerville Hwy</td>
<td>111 W. 39th Street</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Centerville, WA</td>
<td>Spokane, WA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>College Place SD</td>
<td>DIS Yakima Node</td>
<td>10Mbps</td>
<td>NoaNet</td>
<td>$520.00</td>
<td>$975.00</td>
<td>Y</td>
</tr>
<tr>
<td>1755 South College Ave</td>
<td>215 N. Third Ave</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>College Place, WA</td>
<td>Yakima, WA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cotton School District</td>
<td>DIS Spokane Node</td>
<td>10Mbps</td>
<td>NoaNet</td>
<td>$884.00</td>
<td>$975.00</td>
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</tr>
<tr>
<td>706 Union St.</td>
<td>601 First Street</td>
<td></td>
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</tr>
<tr>
<td>Colton, WA</td>
<td>Spokane, WA</td>
<td></td>
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</tr>
<tr>
<td>Conway SD</td>
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<td>10Mbps</td>
<td>NoaNet</td>
<td>$845.52</td>
<td>$70,635.50</td>
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<td>19710 State Route 534</td>
<td>Building 2001 Sixth Ave</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Mount Vernon, WA</td>
<td>Ste 804</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
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<td>Seattle, WA</td>
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<td></td>
</tr>
<tr>
<td>Crescent SD</td>
<td>DIS Seattle Node Westin</td>
<td>10Mbps</td>
<td>NoaNet</td>
<td>$624.00</td>
<td>$7,975.50</td>
<td>Y</td>
</tr>
<tr>
<td>50350 Hwy. 112 Joyce, WA</td>
<td>Building 2001 Sixth Ave</td>
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<td>Seattle, WA</td>
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<td></td>
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<td></td>
</tr>
<tr>
<td>Creston SD</td>
<td>DIS Spokane Node Westin</td>
<td>10Mbps</td>
<td>NoaNet</td>
<td>$520.00</td>
<td>$975.00</td>
<td>Y</td>
</tr>
<tr>
<td>485 SE E St, Creston, WA</td>
<td>Building 2001 Sixth Ave</td>
<td></td>
<td></td>
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<td>Ste 804</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Dayton SD</td>
<td>DIS Spokane Node Westin</td>
<td>10Mbps</td>
<td>NoaNet</td>
<td>$520.00</td>
<td>$975.00</td>
<td>Y</td>
</tr>
<tr>
<td>609 S 2nd Street Dayton, WA</td>
<td>Building 2001 Sixth Ave</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td>Ste 804</td>
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<td>Seattle, WA</td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deming Public Library</td>
<td>DIS Seattle Node Westin</td>
<td>10Mbps</td>
<td>NoaNet</td>
<td>$936.00</td>
<td>$5,655.00</td>
<td>Y</td>
</tr>
<tr>
<td>5044 Mount Baker Hwy</td>
<td>Building 2001 Sixth Ave</td>
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<td>Deming, WA</td>
<td>Ste 804</td>
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</tr>
<tr>
<td></td>
<td>Seattle, WA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Location</td>
<td>Location</td>
<td>DIS Node</td>
<td>Bandwidth</td>
<td>Service Provider</td>
<td>Cost 1</td>
<td>Cost 2</td>
</tr>
<tr>
<td>---------------------------------------</td>
<td>---------------------------------------</td>
<td>----------------------------------------------</td>
<td>-----------</td>
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</tr>
<tr>
<td>Freeman SD</td>
<td>Spokane Node</td>
<td>DIS Spokane Node W. 601 First Street</td>
<td>10Mbps</td>
<td>NoaNet</td>
<td>$884.00</td>
<td>$975.00</td>
</tr>
<tr>
<td>Garfield SD</td>
<td>Spokane Node</td>
<td>DIS Spokane Node W. 601 First Street</td>
<td>10Mbps</td>
<td>NoaNet</td>
<td>$884.00</td>
<td>$975.00</td>
</tr>
<tr>
<td>Glenwood SD</td>
<td>Vancouver Node</td>
<td>DIS Vancouver Node 111 W. 39th Street</td>
<td>10Mbps</td>
<td>NoaNet</td>
<td>$936.00</td>
<td>$21,495.50</td>
</tr>
<tr>
<td>Garfield SD</td>
<td>Spokane Node</td>
<td>DIS Spokane Node W. 601 First Street</td>
<td>10Mbps</td>
<td>NoaNet</td>
<td>$884.00</td>
<td>$975.00</td>
</tr>
<tr>
<td>Kahlotus SD</td>
<td>Spokane Node</td>
<td>DIS Spokane Node W. 601 First Street</td>
<td>10Mbps</td>
<td>NoaNet</td>
<td>$520.00</td>
<td>$975.00</td>
</tr>
<tr>
<td>Grays Harbor CC – Ilwaco</td>
<td>Olympia Node</td>
<td>DIS Olympia Node 1115 Washington St.</td>
<td>10Mbps</td>
<td>NoaNet</td>
<td>$468.00</td>
<td>$1,846.00</td>
</tr>
<tr>
<td>Harrington SD</td>
<td>Olympia Node</td>
<td>DIS Olympia Node 1115 Washington St.</td>
<td>10Mbps</td>
<td>NoaNet</td>
<td>$767.52</td>
<td>$1,235.00</td>
</tr>
<tr>
<td>Kahlotus SD</td>
<td>Spokane Node</td>
<td>DIS Spokane Node W. 601 First Street</td>
<td>10Mbps</td>
<td>NoaNet</td>
<td>$520.00</td>
<td>$975.00</td>
</tr>
<tr>
<td>Lakeview SD</td>
<td>Spokane Node</td>
<td>DIS Spokane Node W. 601 First Street</td>
<td>10Mbps</td>
<td>NoaNet</td>
<td>$884.00</td>
<td>$975.00</td>
</tr>
<tr>
<td>Liberty School District</td>
<td>Spokane Node</td>
<td>DIS Spokane Node W. 601 First Street</td>
<td>10Mbps</td>
<td>NoaNet</td>
<td>$936.00</td>
<td>$73,485.10</td>
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<tr>
<td>Lind School District</td>
<td>Spokane Node</td>
<td>DIS Spokane Node W. 601 First Street</td>
<td>10Mbps</td>
<td>NoaNet</td>
<td>$884.00</td>
<td>$975.00</td>
</tr>
<tr>
<td>Lyle School District</td>
<td>Spokane Node</td>
<td>DIS Spokane Node W. 601 First Street</td>
<td>10Mbps</td>
<td>NoaNet</td>
<td>$572.00</td>
<td>$975.00</td>
</tr>
<tr>
<td>Mill A School District</td>
<td>Spokane Node</td>
<td>DIS Spokane Node W. 601 First Street</td>
<td>10Mbps</td>
<td>NoaNet</td>
<td>$884.00</td>
<td>$975.00</td>
</tr>
<tr>
<td>Naselle-Grays River SD</td>
<td>Spokane Node</td>
<td>DIS Spokane Node W. 601 First Street</td>
<td>10Mbps</td>
<td>NoaNet</td>
<td>$884.00</td>
<td>$975.00</td>
</tr>
<tr>
<td>Oakesdale SD</td>
<td>Spokane Node</td>
<td>DIS Spokane Node W. 601 First Street</td>
<td>10Mbps</td>
<td>NoaNet</td>
<td>$832.00</td>
<td>$975.00</td>
</tr>
<tr>
<td>Ocosta School District</td>
<td>Olympia Node</td>
<td>DIS Olympia Node 1115 Washington St.</td>
<td>10Mbps</td>
<td>NoaNet</td>
<td>$655.20</td>
<td>$7,715.50</td>
</tr>
<tr>
<td>Odessa School District</td>
<td>Spokane Node</td>
<td>DIS Spokane Node W. 601 First Street</td>
<td>10Mbps</td>
<td>NoaNet</td>
<td>$520.00</td>
<td>$975.00</td>
</tr>
<tr>
<td>Palouse SD</td>
<td>Spokane Node</td>
<td>DIS Spokane Node W. 601 First Street</td>
<td>10Mbps</td>
<td>NoaNet</td>
<td>$884.00</td>
<td>$975.00</td>
</tr>
<tr>
<td>District</td>
<td>Node</td>
<td>Address</td>
<td>Bandwidth</td>
<td>Provider</td>
<td>Current Price</td>
<td>Initial Price</td>
</tr>
<tr>
<td>----------</td>
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<td>---------------</td>
<td>---------------</td>
</tr>
<tr>
<td>Paterson SD</td>
<td>DIS Yakima Node</td>
<td>W. 601 First Street, Yakima, WA</td>
<td>10Mbps</td>
<td>NoaNet</td>
<td>$660.40</td>
<td>$975.00</td>
</tr>
<tr>
<td>Pomeroy SD</td>
<td>DIS Spokane Node</td>
<td>W. 601 First Street, Spokane, WA</td>
<td>10Mbps</td>
<td>NoaNet</td>
<td>$520.00</td>
<td>$975.00</td>
</tr>
<tr>
<td>Quilcene SD</td>
<td>DIS Seattle Node</td>
<td>Westin Building, 2001 Sixth Ave, Seattle, WA</td>
<td>10Mbps</td>
<td>NoaNet (Microwave Site)</td>
<td>$520.00</td>
<td>$975.00</td>
</tr>
<tr>
<td>Ridgefield SD</td>
<td>DIS Vancouver Node</td>
<td>111 W. 39th Street, Vancouver, WA</td>
<td>30Mbps</td>
<td>NoaNet</td>
<td>$2,964.00</td>
<td>$6,935.50</td>
</tr>
<tr>
<td>Ritzville SD</td>
<td>DIS Spokane Node</td>
<td>W. 601 First Street, Spokane, WA</td>
<td>10Mbps</td>
<td>NoaNet</td>
<td>$520.00</td>
<td>$975.00</td>
</tr>
<tr>
<td>Roosevelt SD</td>
<td>DIS Vancouver Node</td>
<td>111 W. 39th Street, Vancouver, WA</td>
<td>10Mbps</td>
<td>NoaNet (Microwave Site)</td>
<td>$936.00</td>
<td>$26,175.50</td>
</tr>
<tr>
<td>Rosalia SD</td>
<td>DIS Spokane Node</td>
<td>W. 601 First Street, Spokane, WA</td>
<td>10Mbps</td>
<td>NoaNet</td>
<td>$884.00</td>
<td>$975.00</td>
</tr>
<tr>
<td>Royal School District</td>
<td>DIS Yakima Node</td>
<td>215 N. Third Ave, Yakima, WA</td>
<td>10Mbps</td>
<td>NoaNet</td>
<td>$624.00</td>
<td>$3,367.00</td>
</tr>
<tr>
<td>Skamania SD</td>
<td>DIS Vancouver Node</td>
<td>111 W. 39th Street, Vancouver, WA</td>
<td>10Mbps</td>
<td>NoaNet</td>
<td>$936.00</td>
<td>$26,175.50</td>
</tr>
<tr>
<td>Spokane - IEL (Pullman)</td>
<td>DIS Spokane Node</td>
<td>W. 601 First Street, Spokane, WA</td>
<td>10Mbps</td>
<td>NoaNet</td>
<td>$520.00</td>
<td>$975.00</td>
</tr>
<tr>
<td>Tekoa School District</td>
<td>DIS Spokane Node</td>
<td>W. 601 First Street, Spokane, WA</td>
<td>10Mbps</td>
<td>NoaNet</td>
<td>$884.00</td>
<td>$975.00</td>
</tr>
<tr>
<td>Toutle Lake SD</td>
<td>DIS Vancouver Node</td>
<td>111 W. 39th Street, Vancouver, WA</td>
<td>10Mbps</td>
<td>NoaNet</td>
<td>$927.68</td>
<td>$9,535.50</td>
</tr>
<tr>
<td>UW Telemedicine - Forks Community Hospital</td>
<td>DIS Seattle Node</td>
<td>Westin Building, 2001 Sixth Ave, Seattle, WA</td>
<td>10Mbps</td>
<td>NoaNet</td>
<td>$936.00</td>
<td>$22,509.50</td>
</tr>
<tr>
<td>UW Telemedicine - Willapa Harbor Hospital</td>
<td>DIS Olympia Node</td>
<td>1115 Washington St. Olympia, WA</td>
<td>10Mbps</td>
<td>NoaNet</td>
<td>$767.52</td>
<td>$1,235.00</td>
</tr>
<tr>
<td>Valley School District</td>
<td>DIS Spokane Node</td>
<td>W. 601 First Street, Spokane, WA</td>
<td>10Mbps</td>
<td>NoaNet</td>
<td>$936.00</td>
<td>$53,953.90</td>
</tr>
<tr>
<td>Wahkiakum SD</td>
<td>DIS Vancouver Node</td>
<td>111 W. 39th Street, Vancouver, WA</td>
<td>10Mbps</td>
<td>NoaNet</td>
<td>$572.00</td>
<td>$975.00</td>
</tr>
<tr>
<td>Waitsburg SD</td>
<td>DIS Yakima Node</td>
<td>215 N. Third Ave, Yakima, WA</td>
<td>10Mbps</td>
<td>NoaNet</td>
<td>$572.00</td>
<td>$975.00</td>
</tr>
<tr>
<td>Wellpinit SD</td>
<td>DIS Spokane Node</td>
<td>W. 601 First Street, Spokane, WA</td>
<td>10Mbps</td>
<td>NoaNet (Microwave Site)</td>
<td>$936.00</td>
<td>$53,953.90</td>
</tr>
</tbody>
</table>
3. **CHARGES.** DIS will pay the following charges for Ethernet Service:

<table>
<thead>
<tr>
<th>Service Location</th>
<th>Node Type</th>
<th>Service Speed</th>
<th>Nonrecurring Charge</th>
<th>Recurring Charge</th>
<th>Y/N</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wilbur School District</td>
<td>DIS Spokane Node</td>
<td>10Mbps</td>
<td>NoaNet</td>
<td>$520.00</td>
<td>$975.00</td>
</tr>
<tr>
<td>Wishram SD</td>
<td>DIS Vancouver Node</td>
<td>10Mbps</td>
<td>NoaNet (Microwave Site)</td>
<td>$936.00</td>
<td>$50,875.50</td>
</tr>
</tbody>
</table>

*Ezi NRC Charges are not applicable for the sites listed above.

4. This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

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

**APPROVED**

State of Washington, Department Information Services

Authorized Signature: [Signature]

Name Typed or Printed: [Name]

Title: [Title]

Date: 5-31-11

**APPROVED**

Qwest Communications Company, LLC, including its subsidiaries

Authorized Signature: [Signature]

Name Typed or Printed: Susan Baker

Title: Manager, Offer Management

Date: 5/26/2011
This First Amendment (this "First Amendment") is to the Site Agreement ("Site Agreement"), Qwest Content ID: 355236, DIS Contract Number 11.8, to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between State of Washington, Department of Information Services ("DIS") and Qwest Corporation ("Qwest") under which DIS purchases Ethernet Service ("Service").

1. The purpose of this First Amendment is to supplement and amend the Site Agreement as follows:

   a) DIS hereby acknowledges and understands the Service provided via the Site Agreement and/or Contract for the DIS location(s) at KCTS, 401 Mercer St, Seattle, WA, does not include Qwest supplied battery backup power pursuant to the Service description. As such, DIS understands and acknowledges that the Service may be jeopardized should a catastrophic failure occur. DIS understands this risk and has elected to continue Service and will not consider Qwest in breach of the Site Agreement and/or Contract for any such battery backup failure.

2. Except as expressly modified by this First Amendment, the Contract shall continue in full force and effect in accordance with its terms and constitutes the legal and binding obligations of DIS and Qwest. In the event the terms of this First Amendment conflict with the terms of the Site Agreement, the terms of this First Amendment shall control.

3. The Site Agreement and the First Amendment thereto constitute the complete agreement of the parties concerning the subject matter hereof, and supersede any prior written or verbal statements, representations, and agreements concerning the subject matter hereof.

State of Washington, Department of Information Services

Authorized Signature: [Signature]
Name Typed or Printed: [Name]
Title: Manager, Offer Management
Date: 6/21/2011

Qwest Corporation

Authorized Signature: [Signature]
Name Typed or Printed: [Name]
Title: [Title]
Date: 6/21/2011
AMENDMENT THREE
TO THE
QWEST SITE AGREEMENT TO
CONTRACT NUMBER T11-PCH-529 FOR
ETHERNET TRANSPORT SERVICES

This Third Amendment (this "Third Amendment") is to the Site Agreement ("Site Agreement"), Qwest Content ID: 346610, of Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between State of Washington, Department of Information Services ("DIS") and Qwest Corporation ("Qwest") under which DIS purchases Ethernet Service ("Service").

1. The purpose of this Third Amendment is to amend the Site Agreement as follows:

   a) Delete in its entirety, the address outlined in the table below from the Site Agreement per the Customer's request.

<table>
<thead>
<tr>
<th>Location 1</th>
<th>Location 2</th>
<th>Connection Speed</th>
<th>USOC</th>
<th>MRC (each)</th>
<th>EVC MRC (each)</th>
<th>*NRC (each)</th>
<th>Rate Limiting/ Bandwidth Metering Available?</th>
</tr>
</thead>
<tbody>
<tr>
<td>DOCSP01</td>
<td>DIS Spokane Node</td>
<td>10 Mbps</td>
<td>BP4B4</td>
<td>$765.00</td>
<td>$50.00</td>
<td>$1,200.00</td>
<td>Y</td>
</tr>
<tr>
<td>1717 W Broadway Ave</td>
<td>601 W. 1st Ave</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Spokane, WA 99201</td>
<td>Spokane, WA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

   *EZI NRC Charges of $2,292 for DOCSP01 outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

2. Except as expressly modified by this Third Amendment, the Contract shall continue in full force and effect in accordance with its terms and constitutes the legal and binding obligations of DIS and Qwest. In the event the terms of this Third Amendment conflict with the terms of the Site Agreement and the First Amendment and the Second Amendment (collectively referred to as the Agreement), the terms of this Third Amendment shall control.

3. The Site Agreement and the First Amendment and the Second Amendment and this Third Amendment thereto constitute the complete agreement of the parties concerning the subject matter hereof, and supersede any prior written or verbal statements, representations, and agreements concerning the subject matter hereof.

State of Washington, Department of Information Services

Authorized Signature: Michael Martel
Name Typed or Printed: Assistant Director
Title: 6/20/2011
Date: 6/20/2011

Qwest Corporation

Authorized Signature: Susan Baker
Name Typed or Printed: Manager, Offer Management
Title: 6/20/2011
Date: 6/20/2011

OMR #N09688 amends #N06617 and #N05626 and #N00578
This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC, including its subsidiaries ("Contractor") and the State of Washington, Department of Information Services ("DIS") for the provision of Ethernet Service ("Service").

1. TERM.
1.1 This Site Agreement is effective on the latest signature date and expires forty-eight (48) months from the date Service is available to DIS under this Site Agreement, as evidenced by Contractor's records ("Term").

2. INSTALLATION/LOCATION(S). Contractor's records will document the actual date of installation of one Ethernet connection at the following service location:

<table>
<thead>
<tr>
<th>Location 1</th>
<th>Location 2</th>
<th>Connection Speed</th>
<th>USOC</th>
<th>MRC (each)</th>
<th>*NRC (each)</th>
<th>Rate Limiting/Bandwidth Metering Available?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Klickitat County IGN</td>
<td>DIS Vancouver Node</td>
<td>10 Mbps</td>
<td>NoaNet</td>
<td>$1,170.00</td>
<td>$17,680.00</td>
<td>Y</td>
</tr>
<tr>
<td>205 S. Columbus Ave Goldendale, WA</td>
<td>111 W. 39th St Vancouver, WA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*EZI NRC Charges of $N/A outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

3. CHARGES. DIS will pay the following charges for Service:

- Total Monthly Recurring Charge $1,170.00
- Total Nonrecurring Charge $17,680.00

4. This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

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

APPROVED
State of Washington, Department of Information Services

Authorized Signature
Bret Schutz
Name Typed or Printed
DNS mgr
Title 7-1-11
Date

APPROVED
Qwest Communications Company, LLC, including its subsidiaries

Authorized Signature
Susan Baker
Name Typed or Printed
Title Manager, Offer Management
Date 6/27/2011
QWEST SITE AGREEMENT TO
CONTRACT NUMBER T11-PCH-529 FOR
ETHERNET TRANSPORT SERVICES

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC, including its subsidiaries ("Contractor") and the State of Washington, Department of Information Services ("DS") for the provision of Ethernet Service ("Service").

1. TERM.
1.1 This Site Agreement is effective on the latest signature date and expires forty-eight (48) months from the date Service is available to DS under this Site Agreement, as evidenced by Contractor's records ("Term").

2. INSTALLATION/LOCATION(S). Contractor's records will document the actual date of installation of the Ethernet connections at the following service location:

<table>
<thead>
<tr>
<th>Location 1</th>
<th>Location 2</th>
<th>Connection Speed</th>
<th>USOC</th>
<th>MRC (each)</th>
<th>EVC MRC (each)</th>
<th>*NRC (each)</th>
<th>Rate Limiting/ Bandwidth Metering Available?</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSHS Site 5036 3868 NW Randall Way Silverdale, WA 98383</td>
<td>DIS Olympia Node 1115 Washington St. Olympia, WA 98501</td>
<td>10 Mbps</td>
<td>BP4B4</td>
<td>$765.00</td>
<td>$50.00</td>
<td>$13,584.00 *</td>
<td>Y</td>
</tr>
<tr>
<td>DSHS 6065 221 W. 1st St. Port Angeles, WA 98362</td>
<td>DIS Olympia Node 1115 Washington St. Olympia, WA 98501</td>
<td>10 Mbps</td>
<td>BP4B4</td>
<td>$765.00</td>
<td>$50.00</td>
<td>$1,200.00</td>
<td>Y</td>
</tr>
</tbody>
</table>

\*E2I NRC Charges of $1,278.00 for the DSHS Site 5036 location outlined in the pricing table above and $2,625.00 for the DSHS 6065 location outlined in the pricing table above are in addition to the rates outlined above and will be invoiced separately.

3. CHARGES. DS will pay the following charges for Service:

- Total Monthly Recurring Charge $ 1,630.00
- Total Nonrecurring Charge $14,784.00

**NOTE:** The NRC charge is comprised of a $12,384.00 special construction charge for the DSHS Site 5036 location outlined in the pricing table above which will be billed separately from the Ethernet Service NRC of $1,200.00.

4. This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

The parties have read, understand and agree to all of the above terms and conditions of this Site Agreement and hereby execute and authorize this Site Agreement.
APPROVED
State of Washington, Department of
Information Services

Authorized Signature
Tom Tucker
Name Typed or Printed

Title: Operations Manager
Date: 8/24/11

APPROVED
Qwest Communications Company, LLC d/b/a
CenturyLink QCC, including its subsidiaries

Authorized Signature
Susan Baker
Name Typed or Printed

Title: Manager, Offer Management
Date: 8/23/2011
Agreement Number: T11-PCH-529
Dis Contract#: S11.13

QWEST SITE AGREEMENT TO
CONTRACT NUMBER T11-PCH-529 FOR
ETHERNET TRANSPORT SERVICES

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC, including its subsidiaries ("Contractor") and the State of Washington, Department of Information Services ("DIS") for the provision of Ethernet Service ("Service").

1. TERM.
1.1 This Site Agreement is effective on the latest signature date and expires forty-eight (48) months from the date Service is available to DIS under this Site Agreement, as evidenced by Contractor's records ("Term").

2. INSTALLATION/LOCATION(S). Contractor's records will document the actual date of installation of the Ethernet connections at the following service location:

<table>
<thead>
<tr>
<th>Location 1</th>
<th>Location 2</th>
<th>Connection Speed</th>
<th>USOC</th>
<th>MRC (each)</th>
<th>*NRC (each)</th>
<th>Rate Limiting/ Bandwidth Metering Available? Y/N</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSHS 1028  630 N. Chelan Ave. Wenatchee, WA 98801</td>
<td>DIS Yakima Node 215 N. 3rd Ave. Yakima, WA 98902</td>
<td>10 Mbps</td>
<td>NoaNet</td>
<td>$650.00</td>
<td>$15,275.00</td>
<td>Y</td>
</tr>
<tr>
<td>DSHS 1071  309 E. 5th Ave. Moses Lake, WA 98837</td>
<td>DIS Yakima Node 215 N. 3rd Ave. Yakima, WA 98902</td>
<td>10 Mbps</td>
<td>NoaNet</td>
<td>$650.00</td>
<td>$13,889.00</td>
<td>Y</td>
</tr>
</tbody>
</table>

*EZI NRC Charges of N/A are in addition to the rates outlined above and will be invoiced separately.

3. CHARGES. DIS will pay the following charges for Service:
- Total Monthly Recurring Charge $1,300.00
- Total Nonrecurring Charge $29,164.00

4. This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

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

\ intentionally left blank

\ intentionally left blank

\ intentionally left blank

OMR N20683 Contract Number: T11-PCH-529
Page 1
APPROVED
State of Washington, Department of Information Services

Authorized Signature
Tom Tucker

Name Typed or Printed
TSD Operations Manager

Title

Date
8-26-11

APPROVED
Qwest Communications Company, LLC d/b/a CenturyLink QCC, including its subsidiaries

Authorized Signature
Susan Baker

Name Typed or Printed
Manager, Offer Management

Title

Date
8-23-2011
QWEST SITE AGREEMENT TO
CONTRACT NUMBER T11-PCH-529 FOR
ETHERNET TRANSPORT SERVICES

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC, including its subsidiaries ("Contractor") and the State of Washington, Department of Information Services ("DIS") for the provision of Ethernet Service ("Service").

1. **TERM.**
1.1 This Site Agreement is effective on the latest signature date and expires forty-eight (48) months from the date Service is available to DIS under this Site Agreement, as evidenced by Contractor's records ("Term").

2. **INSTALLATION/LOCATION(S).** Contractor's records will document the actual date of installation of the Ethernet connections at the following service location:

<table>
<thead>
<tr>
<th>Location 1</th>
<th>Location 2</th>
<th>Connection Speed</th>
<th>USOC</th>
<th>MRC (each)</th>
<th>*NRC (each)</th>
<th>Rate Limiting/Bandwidth Metering Available?</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSHS 1067</td>
<td>DIS Olympia Node</td>
<td>10 Mbps</td>
<td>NoaNet</td>
<td>$890.50</td>
<td>$4,030.00</td>
<td>Y</td>
</tr>
<tr>
<td>1270 N. Ephrata Connell, WA 99326</td>
<td>1115 Washington Street Olympia, WA 98501</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*E2I NRC Charges of N/A are in addition to the rates outlined above and will be invoiced separately.

3. **CHARGES.** DIS will pay the following charges for Service:

   Total Monthly Recurring Charge  $890.50
   Total Nonrecurring Charge       $4,030.00

4. This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

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

**APPROVED**
State of Washington, Department of Information Services

Authorized Signature
Michael Martel
Name Typed or Printed
Assistant Director

**APPROVED**
Qwest Communications Company, LLC d/b/a CenturyLink QCC, including its subsidiaries

Authorized Signature
Richard Fernandez
Name Typed or Printed
Director, Offer Management

Title
Date 9/7/14

OMR N22212
Contract Number: T11-PCH-529

Page 1
QWEST SITE AGREEMENT TO
CONTRACT NUMBER T11-PCH-529 FOR
ETHERNET TRANSFER SERVICES

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC, including its subsidiaries ("Contractor") and the State of Washington, Department of Information Services ("DIS") for the provision of Ethernet Service ("Service").

1. **TERM.**
   1.1 This Site Agreement is effective on the latest signature date and expires forty-eight (48) months from the date Service is available to DIS under this Site Agreement, as evidenced by Contractor’s records ("Term").

2. **INSTALLATION/LOCATION(S).** Contractor’s records will document the actual date of installation of the Ethernet connections at the following service locations:

<table>
<thead>
<tr>
<th>Location 1</th>
<th>Location 2</th>
<th>Connection Speed</th>
<th>USOC</th>
<th>MRC (each)</th>
<th>EVC MRC (each)</th>
<th>*NRC (each)</th>
<th>Rate Limiting/Bandwidth Metering Available? Y/N</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSHS DVR 4013 12063 15th Ave NE Seattle, WA 98125</td>
<td>DIS Olympia Node Site 1115 Washington Street SE Olympia, WA 98501</td>
<td>10 Mbps</td>
<td>BP4B4</td>
<td>$765.00</td>
<td>$50.00</td>
<td>$1,200.00</td>
<td>Y</td>
</tr>
<tr>
<td>DSHS DVR 4023 18000 International Blvd SeaTac, WA</td>
<td>DIS Olympia Node Site 1115 Washington Street SE Olympia, WA 98501</td>
<td>10 Mbps</td>
<td>BP4B4</td>
<td>$765.00</td>
<td>$50.00</td>
<td>$1,200.00</td>
<td>Y</td>
</tr>
</tbody>
</table>

   *EZI NRC Charges of $676.00 at the DSHS DVR 4013 location and EZI NRC Charges of $2,133.00 at the DSHS DVR 4023 location outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

3. **CHARGES.** DIS will pay the following charges for Service:

   - Total Monthly Recurring Charge $1,630.00
   - Total Nonrecurring Charge $2,400.00

4. This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

The parties have read, understand and agree to all of the above terms and conditions of this Site Agreement and hereby execute and authorize this Site Agreement.
<table>
<thead>
<tr>
<th>APPROVED</th>
<th>APPROVED</th>
</tr>
</thead>
<tbody>
<tr>
<td>State of Washington, Department of Information Services</td>
<td>Qwest Communications Company, LLC, including its subsidiaries</td>
</tr>
<tr>
<td>Authorized Signature</td>
<td>Authorized Signature</td>
</tr>
<tr>
<td>Michael Martel</td>
<td>Susan Baker</td>
</tr>
<tr>
<td>Name Typed or Printed</td>
<td>Name Typed or Printed</td>
</tr>
<tr>
<td>Assistant Director</td>
<td>Manager, Offer Management</td>
</tr>
<tr>
<td>Title</td>
<td>Title</td>
</tr>
<tr>
<td>Date</td>
<td>Date</td>
</tr>
<tr>
<td>10/3/11</td>
<td>9/30/2011</td>
</tr>
</tbody>
</table>
QWEST SITE AGREEMENT TO 
CONTRACT NUMBER T11-PCH-529 FOR 
ETHERNET TRANSPORT SERVICES

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC, including its subsidiaries ("Contractor") and the State of Washington, Department of Information Services ("DIS") for the provision of Ethernet Service ("Service").

1. TERM.
1.1 This Site Agreement is effective on the latest signature date and expires forty-eight (48) months from the date Service is available to DIS under this Site Agreement, as evidenced by Contractor's records ("Term").

2. INSTALLATION/LOCATION(S). Contractor's records will document the actual date of installation of the Ethernet connection(s) at the following service location(s):

<table>
<thead>
<tr>
<th>Location 1</th>
<th>Location 2</th>
<th>Connection Speed</th>
<th>USOC</th>
<th>MRC (each)</th>
<th>*NRC (each)</th>
<th>Rate Limiting/Bandwidth Metering Available? Y/N</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSHS DVR 1010</td>
<td>Olympia Node Site</td>
<td>10 Mbps</td>
<td>NoaNet</td>
<td>$750.00</td>
<td>$41,928.00</td>
<td>Y</td>
</tr>
<tr>
<td>1313 N. Atlantic</td>
<td>1115 Washington Street SE</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Spokane, WA 99201</td>
<td>Olympia, WA 98501</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DSHS DVR 3002</td>
<td>Olympia Node Site</td>
<td>10 Mbps</td>
<td>NoaNet</td>
<td>$927.00</td>
<td>$5,850.00</td>
<td>Y</td>
</tr>
<tr>
<td>4101 Meridian St</td>
<td>1115 Washington Street SE</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bellingham, WA 98226</td>
<td>Olympia, WA 98501</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DSHS DVR 3041</td>
<td>Olympia Node Site</td>
<td>10 Mbps</td>
<td>NoaNet</td>
<td>$850.00</td>
<td>$48,896.00</td>
<td>Y</td>
</tr>
<tr>
<td>2005 E. College Way</td>
<td>1115 Washington Street SE</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mt. Vernon, WA 98273</td>
<td>Olympia, WA 98501</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*EZI NRC Charges of N/A outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

3. CHARGES. DIS will pay the following charges for Service:

   Total Monthly Recurring Charge       $ 2,327.00
   Total Nonrecurring Charge            $96,044.00

4. This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

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

Authorized Signature

MICHAEL MARZEL
Name Typed or Printed

Assistant Director
Title
10/5/11
Date

APPROVED
Qwest Communications Company, LLC, including its subsidiaries

Authorized Signature

Susan Baker
Name Typed or Printed

Manager, Offer Management
Title
10/04/2011
Date
QWEST SITE AGREEMENT TO
CONTRACT NUMBER T11-PCH-529 FOR
ETHERNET TRANSPORT SERVICES

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC, including its subsidiaries ("Contractor") and the State of Washington, Department of Information Services ("DIS") for the provision of Ethernet Service ("Service").

1. TERM.

1.1 This Site Agreement is effective on the latest signature date and expires sixty (60) months from the date Service is available to DIS under this Site Agreement, as evidenced by Contractor's records ("Term").

2. INSTALLATION/LOCATION(S). Contractor's records will document the actual date of installation of the Ethernet connection(s) at the following service location(s):

<table>
<thead>
<tr>
<th>Location 1</th>
<th>Location 2</th>
<th>Connection Speed</th>
<th>USOC</th>
<th>MRC (each)</th>
<th>*NRC (each)</th>
<th>Rate Limiting/Bandwidth Metering Available?</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSHS DVR</td>
<td>Olympia Node</td>
<td>10Mb</td>
<td>NN</td>
<td>815</td>
<td>3333</td>
<td>Y</td>
</tr>
<tr>
<td>1073</td>
<td>1115</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>130 S.</td>
<td>Washington St.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Arthur St.</td>
<td>Olympia, WA 99501</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Spokane, WA 99202</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Ezi NRC Charges of $N/A outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

3. CHARGES. DIS will pay the following charges for Service:

- Total Monthly Recurring Charge $815
- Total Nonrecurring Charge $3333

4. This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

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

Authorized Signature

MICHAEI NARTER
Name Typed or Printed

ASSISTANT DIRECTOR
Title

10/5/11
Date

APPROVED
Qwest Communications Company, LLC, including its subsidiaries

Authorized Signature

Susan Baker
Name Typed or Printed

Manager-Offer Management
Title

10/03/2011
Date
This First Amendment ("First Amendment") is to the Site Agreement ("Site Agreement"), Content ID #368580, DIS Contract # S11.16, to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between State of Washington, Department of Information Services ("DIS") and Qwest Corporation d/b/a CenturyLink QC under which DIS purchases Ethernet Service ("Service").

CenturyLink and Customer wish to amend the Site Agreement as follows:

1. The Service provided at DSHS DVR 1010 outlined in the table in Section 2, titled Installation/Location(s), of the Site Agreement is revised to reflect the Service and rates outlined in the table below. All other information outlined in the table of the Agreement remains unchanged. QC records will document the actual date of installation of the Ethernet connections at the following service location:

<table>
<thead>
<tr>
<th>Location 1</th>
<th>Location 2</th>
<th>Connection Speed</th>
<th>USOC</th>
<th>MRC</th>
<th>NRC</th>
<th>Rate Limiting/Bandwidth Metering Available?</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSHS DVR 1010</td>
<td>Olympia Node Site</td>
<td>100 Mbps</td>
<td>NoaNet</td>
<td>$750.00</td>
<td>$41,298.00</td>
<td>Y</td>
</tr>
<tr>
<td>1313 N. Atlantic</td>
<td>1115 Washington Street SE</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Spokane, WA 99201</td>
<td>Olympia, WA 98501</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2. This First Amendment will be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

3. Except as expressly modified by this First Amendment, the Site Agreement shall continue in full force and effect in accordance with its terms and constitutes the legal and binding obligations of DIS and CenturyLink. In the event the terms of this First Amendment conflict with the terms of the Site Agreement, the terms of this First Amendment shall control.

4. The Site Agreement and this First Amendment constitute the complete agreement of the parties concerning the subject matter hereof, and supersede any prior written or oral statements, representations, and agreements concerning the subject matter hereof.

State of Washington, Department of Information Services

[Signature]

Authorized Signature

Name Typed or Printed

Title

Date

Qwest Corporation d/b/a CenturyLink QC

[Susan Baker]

[Signature]

Authorized Signature

Name Typed or Printed

Manager, Offer Management

Title

Date
AMENDMENT ONE TO THE
QWEST SITE AGREEMENT TO
CONTRACT NUMBER T11-PCH-529 FOR
ETHERENT TRANSPORT SERVICES

This First Amendment ("First Amendment") is to the Site Agreement ("Site Agreement"), Content ID #365016, Contract # S11.12, to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between State of Washington, Consolidated Technology Services ("CTS") and Qwest Corporation d/b/a CenturyLink QC under which DIS purchases Ethernet Service ("Service").

CenturyLink and CTS wish to amend the Site Agreement as follows:

1. The Service provided at DSHS 5036 outlined in the table in Section 2, titled Installation/Location(s), of the Site Agreement is deleted in its entirety from the Site Agreement per the Customer's request. All other information outlined in the table of the Agreement remains unchanged.

<table>
<thead>
<tr>
<th>Location 1</th>
<th>Location 2</th>
<th>Connection Speed</th>
<th>USOC</th>
<th>MRC</th>
<th>EVC MRC (each)</th>
<th>NRC (each)</th>
<th>Rate Limiting/Bandwidth Metering Available?</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSHS Site 5036 3888 NW Randall Way Silverdale, WA 98383</td>
<td>DIS Olympia Node Site 1115 Washington Street Olympia, WA 98501</td>
<td>10 Mbps</td>
<td>BP4B4</td>
<td>$765.00</td>
<td>$50.00</td>
<td>$13,584.00</td>
<td>Y</td>
</tr>
</tbody>
</table>

2. Any removal of Service or Service components may invoke additional Termination Liability Charges, not included herein, pursuant to the Underlying Agreement and the applicable Tariff.

3. This First Amendment will be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

4. Except as expressly modified by this First Amendment, the Site Agreement shall continue in full force and effect in accordance with its terms and constitutes the legal and binding obligations of CTS and CenturyLink. In the event the terms of this First Amendment conflict with the terms of the Site Agreement, the terms of this First Amendment shall control.

5. The Site Agreement and this First Amendment constitute the complete agreement of the parties concerning the subject matter hereof, and supersede any prior written or verbal statements, representations, and agreements concerning the subject matter hereof.

State of Washington, Consolidated Technology Services

Authorized Signature
Michael Mark

Name Typed or Printed
TBD Assistant Director

Title

Date

Qwest Corporation d/b/a CenturyLink QC

Authorized Signature
Kim Mortensen on behalf of Susan Baker

Name Typed or Printed
Manager, Offer Management

Title

Date

OMR #N25376 amends #N20682 Page 1
AMENDMENT ONE TO THE
QWEST SITE AGREEMENT TO
CONTRACT NUMBER T11-PCH-529 FOR
ETHERENT TRANSPORT SERVICES

This First Amendment ("First Amendment") is to the Site Agreement ("Site Agreement"), Content ID #365014, Contract # S11.13, to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between State of Washington, Consolidated Technology Services ("CTS") and Qwest Corporation d/b/a CenturyLink QC under which DIS purchases Ethernet Service ("Service").

CenturyLink and CTS wish to amend the Site Agreement as follows:

1. Location 2 of the Service provided at DSHS 1028 and DSHS 1071 outlined in the table in Section 2, titled Installation/Location(s), of the Site Agreement is revised to reflect the Service outlined in the table below. All other information outlined in the table of the Agreement remains unchanged. QC records will document the actual date of installation of the Ethernet connections at the following service location:

<table>
<thead>
<tr>
<th>Location 1</th>
<th>Location 2</th>
<th>Connection Speed</th>
<th>USOC</th>
<th>MRC</th>
<th>NRC</th>
<th>Rate Limiting/Bandwidth Metering Available?</th>
<th>Y/N</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSHS 1028</td>
<td>CTS Olympia Node Site 1115 Washington Street SE Olympia, WA 98501</td>
<td>10 Mbps</td>
<td>NoaNet</td>
<td>$650.00</td>
<td>$325.00</td>
<td>Y</td>
<td></td>
</tr>
<tr>
<td>630 N. Chelan Ave. Wenatchee, WA 98801</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DSHS 1071</td>
<td>CTS Olympia Node Site 1115 Washington Street SE Olympia, WA 98501</td>
<td>10 Mbps</td>
<td>NoaNet</td>
<td>$650.00</td>
<td>$325.00</td>
<td>Y</td>
<td></td>
</tr>
<tr>
<td>309 E. 5th Ave. Moses Lake, WA 98837</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The monthly recurring charges above supersede the charges for the subject location previously agreed to in the Site Agreement including any prior modifications, if applicable. The monthly recurring amounts shown above are not necessarily the total, cumulative charges for all Service under the Site Agreement. Any new nonrecurring charges are in addition to any previously agreed to such charges in the Site Agreement, unless noted otherwise. Additions to Service must meet the requirements of the Minimum Service Period.

2. This First Amendment will be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

3. Except as expressly modified by this First Amendment, the Site Agreement shall continue in full force and effect in accordance with its terms and constitutes the legal and binding obligations of CTS and CenturyLink. In the event the terms of this First Amendment conflict with the terms of the Site Agreement, the terms of this First Amendment shall control.

4. The Site Agreement and this First Amendment constitute the complete agreement of the parties concerning the subject matter hereof, and supersede any prior written or verbal statements, representations, and agreements concerning the subject matter hereof.

State of Washington, Consolidated Technology Services

Authorized Signature
Michael Mortensen
Name Typed or Printed
Manager, Offer Management
Title
11/9/11
Date

Qwest Corporation d/b/a CenturyLink QC

Authorized Signature
Kim Mortensen on behalf of Susan Baker
Name Typed or Printed
Manager, Offer Management
Title
10/28/2011
Date
QWEST SITE AGREEMENT TO
CONTRACT NUMBER T11-PCH-529 FOR
ETHERNET TRANSPORT SERVICES

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the
"Contract") by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC, its Affiliates including, Qwest
Corporation d/b/a CenturyLink QC ("Contractor") and the State of Washington, Consolidated Technology Services ("CTS")
for the provision of Ethernet Service ("Service").

1. TERM.
1.1 This Site Agreement is effective on the latest signature date and expires forty-eight (48) months from the date
Service is available to DIS under this Site Agreement, as evidenced by Contractor’s records ("Term").

2. INSTALLATION/LOCATION(S). Contractor’s records will document the actual date of installation of the Ethernet
connection(s) at the following service location(s):

<table>
<thead>
<tr>
<th>Location 1</th>
<th>Location 2</th>
<th>Connection Speed</th>
<th>USOC</th>
<th>MRC (each)</th>
<th>EVC MRC (each)</th>
<th>*NRC (each)</th>
<th>Rate Limiting/Bandwidth Metering Available?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Board of Industrial Insurance Appeals (BIIA) 929 Market St. Tacoma, WA 98402</td>
<td>DIS Olympia Node Site 1115 Washington Street, SE Olympia, WA 98501</td>
<td>10 Mbps</td>
<td>BP4B4</td>
<td>$621.00</td>
<td>$50.00</td>
<td>$1,200.00</td>
<td>Y</td>
</tr>
</tbody>
</table>

*EZI NRC Charges of $N/A outlined in the above pricing table are in addition to the rates outlined above and will
be invoiced separately.

3. CHARGES. DIS will pay the following charges for Service:

   Total Monthly Recurring Charge              $ 671.00
   Total Nonrecurring Charge                   $1,200.00

4. This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by
the Washington Utilities and Transportation Commission ("WUTC").

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

APPROVED
State of Washington, Consolidated Technology Services

Authorized Signature
Michael Markel
Name Typed or Printed

TSD Assistant Director
Title
11/9/11
Date

APPROVED
Qwest Communications Company, LLC, d/b/a CenturyLink QCC

Authorized Signature
Kim Mortensen on behalf of Susan Baker
Name Typed or Printed

Manager, Offer Management
Title
10/27/2011
Date
AMENDMENT ONE
TO THE
SITE AGREEMENT TO
CONTRACT NUMBER T11-PCH-529 FOR
ETHERNET TRANSPORT SERVICES

This First Amendment (this "First Amendment") is to the Site Agreement ("Site Agreement"), Content ID: 371447, CTS Contract Number S11.18, to the Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between State of Washington, Consolidated Technology Services ("CTS") and Qwest Corporation d/b/a CenturyLink QC ("QC" or "CenturyLink") under which CTS purchases Ethernet Service ("Service").

1. The purpose of this First Amendment is to supplement and amend the Site Agreement as follows:

a) Revise the address for Board of Industrial Insurance Appeals (BIIA) as outlined in the table below per the Customer’s request. All other information outlined in the Site Agreement remains unchanged. QC records will document the actual date of installation of the Ethernet connections at this location.

<table>
<thead>
<tr>
<th>Location 1</th>
<th>Location 2</th>
<th>Connection Speed</th>
<th>USOC</th>
<th>MRC (each)</th>
<th>EVC MRC (each)</th>
<th>NRC (each)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Board of Industrial Insurance</td>
<td>CTS Olympia Node Site</td>
<td>10 MB</td>
<td>BP4B4</td>
<td>$621.00</td>
<td>$50.00</td>
<td>$1,200.00</td>
</tr>
<tr>
<td>Appeals (BIIA)</td>
<td>1115 Washington Street, SE Olympia, WA 98501</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Update Service address from:</td>
<td>929 Market St. Tacoma, WA 98402</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>949 Market St. Tacoma, WA 98402</td>
<td>Update Service address to: 949 Market St. Tacoma, WA 98402</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

b) Any removal of Service or Service components may invoke additional Termination Liability Charges, not included herein, pursuant to the Underlying Agreement and the application Tariff.

2. Except as expressly modified by this First Amendment, the Contract shall continue in full force and effect in accordance with its terms and constitutes the legal and binding obligations of CTS and CenturyLink. In the event the terms of this First Amendment conflict with the terms of the Site Agreement, the terms of this First Amendment shall control.

3. The Site Agreement and this First Amendment thereto constitute the complete agreement of the parties concerning the subject matter hereof, and supersede any prior written or verbal statements, representations, and agreements concerning the subject matter hereof.

State of Washington, Consolidated Technology Services

Qwest Corporation d/b/a CenturyLink QC

Authorized Signature  
Michael Martel

Susan Baker

Name Typed or Printed  
Acting Asst. Dir.

Manager, Offer Management

Title  
11/18/2011

Title  
11/4/2011

Date

OMR #N27439 amends #N25377

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Page 1
AMENDMENT ONE
TO THE
SITE AGREEMENT TO
CONTRACT NUMBER T11-PCH-529 FOR
ETHERNET TRANSPORT SERVICES

This First Amendment (this "First Amendment") is to the Site Agreement ("Site Agreement"), Content ID: 371447, CTS Contract Number S11.18, to the Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between State of Washington, Consolidated Technology Services ("CTS") and Qwest Corporation d/b/a CenturyLink QC ("QC" or "CenturyLink") under which CTS purchases Ethernet Service ("Service").

1. The purpose of this First Amendment is to supplement and amend the Site Agreement as follows:
   a) Revise the address for Board of Industrial Insurance Appeals (BIIA) as outlined in the table below per the Customer's request. All other information outlined in the Site Agreement remains unchanged. QC records will document the actual date of installation of the Ethernet connections at this location.

<table>
<thead>
<tr>
<th>Location 1</th>
<th>Location 2</th>
<th>Connection Speed</th>
<th>USOC</th>
<th>MRC (each)</th>
<th>EVC MRC (each)</th>
<th>NRC (each)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Board of Industrial Insurance</td>
<td>CTS Olympia Node Site</td>
<td>10 MB</td>
<td>BP4B4</td>
<td>$621.00</td>
<td>$50.00</td>
<td>$1,200.00</td>
</tr>
<tr>
<td>Appeals (BIIA)</td>
<td>1115 Washington Street, SE</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Update Service address from:</td>
<td>Olympia, WA 98501</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>929 Market St. Tacomas, WA 98402</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Update Service address to:</td>
<td>CTS Olympia Node Site</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>949 Market St. Tacoma, WA 98402</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

   b) Any removal of Service or Service components may invoke additional Termination Liability Charges, not included herein, pursuant to the Underlying Agreement and the application Tariff.

2. Except as expressly modified by this First Amendment, the Contract shall continue in full force and effect in accordance with its terms and constitutes the legal and binding obligations of CTS and CenturyLink. In the event the terms of this First Amendment conflict with the terms of the Site Agreement, the terms of this First Amendment shall control.

3. The Site Agreement and this First Amendment thereto constitute the complete agreement of the parties concerning the subject matter hereof, and supersede any prior written or verbal statements, representations, and agreements concerning the subject matter hereof.

State of Washington, Consolidated Technology Services

[Signature]

Name Typed or Printed: Michael Martel

Title: Acting Asset Dir.

Date: 11/18/2011

Qwest Corporation d/b/a CenturyLink QC

[Signature]

Name Typed or Printed: Susan Baker

Title: Manager, Offer Management

Date: 11/16/2011

OMR #N27439 amends #N25377

2011 Copyright©CenturyLink. All Rights Reserved
This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC, including its subsidiaries ("Contractor") and the State of Washington, Consolidated Technology Services ("CTS") for the provision of Ethernet Service ("Service").

1. **TERM.**

   1.1 This Site Agreement is effective on the latest signature date and expires forty-eight (48) months from the date Service is available to CTS under this Site Agreement, as evidenced by Contractor's records ("Term").

2. **INSTALLATION/LOCATION(S).** Contractor's records will document the actual date of installation of the Ethernet connection(s) at the following service location(s):

<table>
<thead>
<tr>
<th>Location 1</th>
<th>Location 2</th>
<th>Connection Speed</th>
<th>USOC</th>
<th>MRC (each)</th>
<th>EVC MRC (each)</th>
<th>*NRC (each)</th>
<th>Rate Limiting/ Bandwidth Metering Available? Y/N</th>
</tr>
</thead>
</table>
   | Department of Ecology 3190 160th Avenue SE Bellevue, WA 98008 | CTS Olympia Node 1115 Washington St SE Olympia, WA 98501 | 100 Mbps | BP4L4 | $1,000.00  | $50.00        | $0.00 (renewal) | Y assaulting the above pricing table are in addition to the rates outlined above and will be invoiced separately.

3. **CHARGES.** CTS will pay the following charges for Service:

   - Total Monthly Recurring Charge $1,050.00
   - Total Nonrecurring Charge $0.00 (renewal)

4. This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

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

APPROVED

State of Washington, Consolidated Technology Services

Authorised Signature
Mailing Martel
Name Typed or Printed
Acting Asst. Dir.
Title
Date

APPROVED

Qwest Communications Company, LLC d/b/a CenturyLink QCC, including its subsidiaries

Authorised Signature
Susan Baker
Name Typed or Printed
Manager, Offer Management
Title
Date

OMR N27441
Contract Number: T11-PCH-529
Page 1
This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC, including its subsidiaries ("Contractor") and the State of Washington, Consolidated Technology Services ("CTS") for the provision of Ethernet Service ("Service").

1. TERM.
1.1 This Site Agreement is effective on the latest signature date and expires forty-eight (48) months from the date Service is available to CTS under this Site Agreement, as evidenced by Contractor’s records ("Term").

2. INSTALLATION/LOCATION(S). Contractor’s records will document the actual date of installation of the Ethernet connection(s) at the following service location(s):

<table>
<thead>
<tr>
<th>Location 1</th>
<th>Location 2</th>
<th>Connection Speed</th>
<th>USOC</th>
<th>MRC (each)</th>
<th>EVC MRC (each)</th>
<th>*NRC (each)</th>
<th>Rate Limiting/Bandwidth Metering Available?</th>
<th>Y/N</th>
</tr>
</thead>
<tbody>
<tr>
<td>Department of Ecology</td>
<td>CTS Olympia Node</td>
<td>100 Mpbs</td>
<td>BP4L4</td>
<td>$1,000.00</td>
<td>$50.00</td>
<td>$0.00</td>
<td>Y</td>
<td></td>
</tr>
<tr>
<td>3190 160th Avenue SE</td>
<td>1115 Washington St SE</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bellevue, WA 98008</td>
<td>Olympia, WA 98501</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*EZI NRC Charges of $N/A outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

3. CHARGES. CTS will pay the following charges for Service:

- Total Monthly Recurring Charge $1,050.00
- Total Nonrecurring Charge $0.00 (renewal)

4. This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

The parties have read, understand and agree to all of the above terms and conditions of this Site Agreement and hereby execute and authorize this Site Agreement.
QWEST SITE AGREEMENT TO
CONTRACT NUMBER T11-PCH-529 FOR
ETHERNET TRANSPORT SERVICES

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC, including its subsidiaries ("Contractor") and the State of Washington, Consolidated Technology Services ("CTS") for the provision of Ethernet Service ("Service").

1. TERM.
1.1 This Site Agreement is effective on the latest signature date and expires forty-eight (48) months from the date Service is available to DIS under this Site Agreement, as evidenced by Contractor's records ("Term").

2. INSTALLATION/LOCATION(S). Contractor's records will document the actual date of installation of the Ethernet connection(s) at the following service location(s):

<table>
<thead>
<tr>
<th>Location 1</th>
<th>Location 2</th>
<th>Connection Speed</th>
<th>USOC</th>
<th>MRC (each)</th>
<th>*NRC (each)</th>
<th>Rate Limiting/Bandwidth Metering Available?</th>
</tr>
</thead>
<tbody>
<tr>
<td>DOCWAL1</td>
<td>Olympia Node</td>
<td>100 Mbps</td>
<td>NoaNet</td>
<td>$1,647.36</td>
<td>$975.00</td>
<td>Y</td>
</tr>
<tr>
<td>1313 N 13th Walla Walla, WA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOCCNL1</td>
<td>Olympia Node</td>
<td>100 Mbps</td>
<td>NoaNet</td>
<td>$1,059.50</td>
<td>$975.00</td>
<td>Y</td>
</tr>
<tr>
<td>1301 N Ephrata Connell, WA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*E2I NRC Charges of $N/A outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

3. CHARGES. DIS will pay the following charges for Service:

- Total Monthly Recurring Charge: $2,706.86
- Total Nonrecurring Charge: $1,950.00

4. This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

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

APPROVED
State of Washington, Consolidated Technology Services

Authorized Signature
Michael Markel
Name Typed or Printed
Title
Date

APPROVED
Qwest Communications Company, LLC d/b/a CenturyLink QCC, including its subsidiaries

Authorized Signature
Kim Mortensen on behalf of Susan Baker
Name Typed or Printed
Manager, Offer Management
Title
Date
CENTURYLINK SITE AGREEMENT TO
CONTRACT NUMBER T11-PCH-529 FOR
ETHERNET TRANSPORT SERVICES

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC, including its subsidiaries ("Contractor") and the State of Washington, Consolidated Technology Services ("CTS") for the provision of Ethernet Service ("Service").

1. TERM.
1.1 This Site Agreement is effective on the latest signature date and expires forty-eight (48) months from the date Service is available to CTS under this Site Agreement, as evidenced by Contractor's records ("Term").

2. INSTALLATION/LOCATION(S). Contractor's records will document the actual date of installation of the Ethernet connection(s) at the following service location(s):

<table>
<thead>
<tr>
<th>Location 1</th>
<th>Location 2</th>
<th>Connection Speed</th>
<th>USOC</th>
<th>MRC (each)</th>
<th>NRC (each)</th>
<th>Rate Limiting/Bandwidth Metering Available?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Department of Fish and Wildlife</td>
<td>CTS Olympia Node</td>
<td>10 Mbps</td>
<td>NoaNet</td>
<td>$1,038.00</td>
<td>$5,000.00</td>
<td>Y</td>
</tr>
<tr>
<td>3515 State Hwy 97A</td>
<td>1115 Washington St.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wenatchee, WA</td>
<td>Olympia, WA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*E2I NRC Charges of N/A outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

3. CHARGES. CTS will pay the following charges for Service:

   Total Monthly Recurring Charge: $1,038.00
   Total Nonrecurring Charge: $5,000.00

4. This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

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

APPROVED
State of Washington, Consolidated Technology Services

Authorized Signature

Name Typed or Printed

Title

Date

APPROVED
Qwest Communications Company, LLC d/b/a CenturyLink QCC, including its subsidiaries

Authorized Signature

Susan Baker

Name Typed or Printed

Manager, Offer Management

Title

Date

OMR #N30911
Contract Number: T11-PCH-529
Amendment 12-06

to

Contract Number T11-PCH-529

for

Secondary Transport Ethernet Services

In accordance with Provision 41 (Authority for Modifications and Amendments) and Provision 47 (Assignment) of Contract Number T11-PCH-529 ("Contract"), this Amendment 12-06 is entered into by and between the Qwest Communications Company, LLC d/b/a CenturyLink QCC ("Vendor"), The Department of Information Services ("Assignor"), and Consolidated Technology Services ("Assignee").

The parties hereby agree to amend the Contract as follows:

1) This Amendment shall confirm the assignment and delegation to Assignee of all rights, duties and obligations held by Assignor under the above referenced Contract pursuant to the Assignment attached as Schedule A, which is incorporated by reference. The parties agree this assignment will not substantially change Obligor’s duties or risk, is not prohibited by law, and is compliant with all express contractual provisions.

2) The parties agree to amend the Contract to modify the name of Qwest Communications Company, LLC formerly Qwest Communications Corporation (referred to as “Qwest” or “QCC”) to Qwest Communications Company, LLC d/b/a CenturyLink QCC (referred to as “CenturyLink”). All references to “Qwest” or “QCC” are hereby replaced with “CenturyLink”.

3) Under ESSB 5931, the K20 office was moved from the Department of Information Services to the Office of Financial Management. When the k20 office was in DIS, it was able to purchase off the DIS contracts. Now that it has moved, it needs to have the continued right to purchase off the DIS contracts. To that end, Schedule B, Authorized Purchasers, is amended to add the following public entities to the list of authorized purchasers in order to provide K-20 continued access to the contracts Washington K-20 Network – Office of Financial Management

4) A new Section 8.14 is added to the agreement.

8.14 Purchaser’s prepayment for subscription services are made on good faith of Contractor’s successful performance of deliverables. If Contractor does not successfully provide the service(s) as agreed to by the parties in writing, Purchaser shall notify Contractor in writing and Contractor shall have a 30-days to cure and successfully provide the service(s). If the service(s) are not successfully provided by Contractor within the 30-day cure period, then Purchaser may initiate a dispute claim pursuant to Section 61 of this Contract to request a pro-rata credit associated with such non-performed service(s).

All other provisions of Contract Number T11-PCH-529, including previous amendments, if any, shall remain in full force and effect.

The signatories to this Amendment represent that they have the authority to bind their respective organizations to this Amendment.
This Amendment 12-06 shall be effective as of October 1, 2011.

Approved
State of Washington,
Department of Information Services

Signature

Print or Type Name

Title

Date

Approved
Qwest Communications Company, LLC d/b/a CenturyLink QCC/Vendor

Signature

Print or Type Name

Title

Date
Schedule A

ASSIGNMENT AGREEMENT

This Assignment Agreement is entered into by and between the Qwest Communications Company, LLC d/b/a CenturyLink QCC ("Vendor"), The Department of Information Services ("Assignor"), and Consolidated Technology Services ("Assignee") for the purpose of all contracts listed in Appendix A.

WHEREAS, the Washington State Legislature passed Engrossed Substitute Senate Bill 5931 (ESSB 5931) consolidating all or portions of the Washington State Department of Information Services, Department of Personnel, State Printer, General Administration and the Office of Financial Management;

WHEREAS, the authority and funding for those Agencies has been withdrawn effective October 1, 2011;

WHEREAS, the Washington State Legislature has created under ESSB 5931 which includes delegation of contracting authority, Consolidated Technology Services.

WHEREAS, Department of Information Services is assigning its rights and duties under the contracts listed in Appendix A to Consolidated Technology Services.

Assignor hereby relinquishes and assigns, transfers, and delegates to Assignee all rights, title, interest, benefits, duties and obligations held by Assignor under the Contract.

In consideration of the above, the parties agree that by this Amendment:

1. Assignor confirms the transfer of all its rights, title, interest, benefits, duties and obligations under the Contract to Assignee, and waives any claims and rights that it now has or in the future may have against Obligor in connection with the Contract.

2. Assignee hereby accepts the assignment and agrees to be bound by the term and conditions of the Contract. Assignee also assumes all obligations and liabilities of, and all claims against, Assignor under the Contract as if Assignee were the original party to the Contract. Assignee warrants it is in a position and promises to fully perform all obligations that may exist under the Contract.

3. Obligor recognizes Assignee as the Assignor's successor in interest in and to the Contract. Assignee by this Agreement becomes entitled to all of Assignor’s rights, titles, and interests in and to the Contract(s) listed in Appendix A as if Assignee were the original party to the Contract.

4. This assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns.

5. The parties hereby agree to delete all references to Department of Information Service in the Contract(s) listed in Appendix A and replace them with Consolidated Technology Services.
This Assignment shall be effective as of October 1, 2011.

Approved
State of Washington
Department of Information Services
Assignor

signature

Print or Type Name
Deputy Director

Title
Date

Approved
Consolidated Technology Services
Assignee

signature

Print or Type Name
Director

Title
Date

Approved
Qwest Communications Company, LLC
d/b/a CenturyLink QCC
Vendor

signature

Print or Type Name
Richard Fernandez
Director, Offer Management

Title
Date
Appendix A

This Assignment applies to the following contract:

Contract Number & Assignment Clause Number

1. Contract T11-PCH-529 Assignment Clause Number 47
Amendment Number 14-07
to
Contract Number T11-PCH-529
for Secondary Transport Ethernet Services

In accordance with Provision 41 (Authority of Modifications and Amendments) of Contract Number T11-PCH-529 ("Contract"), this Amendment Number 14-07 is entered into by and between the State of Washington, Consolidated Technology Services (CTS) and Qwest Communications Company, LLC d/b/a CenturyLink QCC ("Contractor").

The purpose of this Amendment is to delete Schedule A in its entirety and replace with the following:

Schedule A –
Authorized product and pricelist

<table>
<thead>
<tr>
<th>Circuit Speed</th>
<th>Maximum Monthly Recurring Charge (MRC)</th>
</tr>
</thead>
<tbody>
<tr>
<td>10 Mb</td>
<td>$1,170.00</td>
</tr>
<tr>
<td>100 Mb</td>
<td>$5,000.00</td>
</tr>
</tbody>
</table>

Vendor Aggregation Trunks to CTS locations (Node sites)

<table>
<thead>
<tr>
<th>CTS location (Node site)</th>
<th>100 Mb Aggregation trunk -Maximum Monthly Recurring Charge (MRC)</th>
<th>100Mb Aggregation Trunk Identifier</th>
<th>1 G Aggregation trunk-Maximum Monthly Recurring Charge (MRC)</th>
<th>1 G Aggregation Trunk Identifier</th>
</tr>
</thead>
<tbody>
<tr>
<td>Olympia</td>
<td>$1,500.00</td>
<td>TBD</td>
<td>$6,800.00</td>
<td>OLYOB2ATS08000516 or 04.KRFS.080426..ACSO</td>
</tr>
<tr>
<td>Pullman</td>
<td>$1,500.00</td>
<td>TBD</td>
<td>$6,800.00</td>
<td>TBD</td>
</tr>
<tr>
<td>Seattle</td>
<td>$1,500.00</td>
<td>TBD</td>
<td>$6,800.00</td>
<td>04.KRFS.75332..ACSO or WTNWTNATS08000515</td>
</tr>
<tr>
<td>Spokane</td>
<td>$1,500.00</td>
<td>TBD</td>
<td>$6,800.00</td>
<td>TBD</td>
</tr>
<tr>
<td>Yakima</td>
<td>$1,500.00</td>
<td>TBD</td>
<td>$6,800.00</td>
<td>TBD</td>
</tr>
<tr>
<td>Vancouver</td>
<td>$1,500.00</td>
<td>TBD</td>
<td>$6,800.00</td>
<td>TBD</td>
</tr>
<tr>
<td>CTS location (Node site)</td>
<td>10G Aggregation trunk - Maximum Monthly Recurring Charge (MRC)</td>
<td>10 G Aggregation Trunk Identifier</td>
<td></td>
<td></td>
</tr>
<tr>
<td>--------------------------</td>
<td>----------------------------------------------------------</td>
<td>---------------------------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Olympia – A (LAN)</td>
<td>$35,000</td>
<td>OLYOB2ATS0800000516 or OLYOB2ATS0800000518</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Olympia – B</td>
<td>$7,000</td>
<td>OLYOB2ATS0800000520 or 04.KRFS.734700..ACSO</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pullman</td>
<td>$35,000</td>
<td>TBD</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Seattle – A (LAN)</td>
<td>$35,000</td>
<td>WTNWTNETH0800000516 or WTNWTNETH 0800000518</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Seattle – B</td>
<td>$7,000</td>
<td>WTNWTNETH0800000520 or 04.KRFS.834700..ACSO</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Spokane</td>
<td>$35,000</td>
<td>TBD</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Yakima</td>
<td>$35,000</td>
<td>TBD</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vancouver</td>
<td>$35,000</td>
<td>TBD</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

All other provisions of Contract Number T11-PCH-529 shall remain in full force and effect.

This amendment 14-07 shall be effective on the date of last signature below.

In witness thereof, the parties have signed below.

Approved  
State of Washington  
Consolidated Technology Services  

[Signature]
Molly O'Donnell
Print or Type Name: Asst. Director
Title: Date: 9/26/13

Approved  
Qwest Communications Company, LLC d/b/a CenturyLink QCC

[Signature]
Susan Baker
Print or Type Name: Manager Offer Management
Title: Date: 09.09.13

State of Washington  
Consolidated Technology Services  
OMR #851097
Contract Number T11-PCH-529  
Amendment Number 14-07
Amendment Number 11
to
Contract Number T11-PCH-529
for Secondary Transport Ethernet Services

In accordance with Provision 41 (Authority of Modifications and Amendments) of Contract Number T11-PCH-529 ("Contract"), this Amendment Number 11 is entered into by and between the State of Washington, Consolidated Technology Services (CTS) and Qwest Communications Company, LLC d/b/a CenturyLink QCC ("Contractor").

The purpose of this Amendment is to delete Schedule A in its entirety and replace with the following:

Schedule A –

Authorized product and pricelist

<table>
<thead>
<tr>
<th>Circuit Speed</th>
<th>Maximum Monthly Recurring Charge (MRC)</th>
</tr>
</thead>
<tbody>
<tr>
<td>10 Mb</td>
<td>$1,170.00</td>
</tr>
<tr>
<td>100 Mb</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>1000 Mb</td>
<td>$6,000.00</td>
</tr>
<tr>
<td>10 GB</td>
<td>$15,000.00</td>
</tr>
</tbody>
</table>

Vendor Aggregation Trunks to CTS locations (Node sites):

<table>
<thead>
<tr>
<th>CTS location (Node site)</th>
<th>100 Mb Aggregation trunk-Maximum Monthly Recurring Charge (MRC)</th>
<th>100Mb Aggregation Trunk Identifier</th>
<th>1 G Aggregation trunk-Maximum Monthly Recurring Charge (MRC)</th>
<th>1 G Aggregation Trunk Identifier</th>
</tr>
</thead>
<tbody>
<tr>
<td>Olympia</td>
<td>$1,500.00</td>
<td>TBD</td>
<td>$6,800.00</td>
<td>OLYOB2ATS08000516 or 04.KRFS.080426..ACSO</td>
</tr>
<tr>
<td>Pullman</td>
<td>$1,500.00</td>
<td>TBD</td>
<td>$6,800.00</td>
<td>TBD</td>
</tr>
<tr>
<td>Seattle</td>
<td>$1,500.00</td>
<td>TBD</td>
<td>$6,800.00</td>
<td>04.KRFS.75332..ACSO or WTNWTNATS08000515</td>
</tr>
<tr>
<td>Spokane</td>
<td>$1,500.00</td>
<td>TBD</td>
<td>$6,800.00</td>
<td>TBD</td>
</tr>
<tr>
<td>Yakima</td>
<td>$1,500.00</td>
<td>TBD</td>
<td>$6,800.00</td>
<td>TBD</td>
</tr>
<tr>
<td>Vancouver</td>
<td>$1,500.00</td>
<td>TBD</td>
<td>$6,800.00</td>
<td>TBD</td>
</tr>
<tr>
<td>CTS location (Node site)</td>
<td>10G Aggregation trunk - Maximum Monthly Recurring Charge (MRC)</td>
<td>10 G Aggregation Trunk identifier</td>
<td></td>
<td></td>
</tr>
<tr>
<td>--------------------------</td>
<td>-------------------------------------------------------------</td>
<td>----------------------------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Olympia - A (LAN)</td>
<td>$35,000</td>
<td>OLYOB2ATS0800000516 or OLYOB2ATS0800000518</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Olympia - B</td>
<td>$7,000</td>
<td>OLYOB2ATS0800000520 or 04.KRFS.734700..ACSO</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pullman</td>
<td>$35,000</td>
<td>TBD</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Seattle - A (LAN)</td>
<td>$35,000</td>
<td>WTNWTNETH0800000516 or WTNWTNETH 0800000518</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Seattle - B</td>
<td>$7,000</td>
<td>WTNWTNETH0800000520 or 04.KRFS.834700..ACSO</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Spokane</td>
<td>$35,000</td>
<td>TBD</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Yakima</td>
<td>$35,000</td>
<td>TBD</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vancouver</td>
<td>$35,000</td>
<td>TBD</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

All other provisions of Contract Number T11-PCH-529 shall remain in full force and effect.

This Amendment 11 shall be effective on the date of last signature below.

In witness thereof, the parties have signed below.

Approved
State of Washington
Consolidated Technology Services

Signature
Molly O’Donnell

Print or Type Name
Asset Director

Date
1/14/12

Approved
Qwest Communications Company, LLC d/b/a CenturyLink QCC

Signature
Susan Baker

Print or Type Name
Manager, Offer Management

Date
1/13/2014
SITE AGREEMENT TO
CONTRACT NUMBER T11-PCH-529 FOR
ETHERNET TRANSPORT SERVICES

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC db/a CenturyLink QCC including its subsidiaries ("Contractor") and the State of Washington, Consolidated Technology Services ("CTS") for the provision of Ethernet Service ("Service").

1. TERM.
1.1 This Site Agreement is effective on the latest signature date and expires forty-eight (48) months from the date Service is available to CTS under this Site Agreement, as evidenced by Contractor's records ("Term").

2. INSTALLATION/LOCATION(S). Contractor's records will document the actual date of installation of the Ethernet connection(s) at the following service location(s):

<table>
<thead>
<tr>
<th>Location 1</th>
<th>Location 2</th>
<th>Connection Speed</th>
<th>USOC</th>
<th>MRC (each)</th>
<th>*NRC (each)</th>
<th>Rate Limiting/Bandwidth Metering Available?</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSHS1072</td>
<td>Olympia Node</td>
<td>10 Mbps</td>
<td>NoaNet</td>
<td>$1,170.00</td>
<td>$22,477.00</td>
<td>Y</td>
</tr>
<tr>
<td>1330 N Washington St Suite 3000</td>
<td>1115 Washington St</td>
<td>Olympia, WA</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Spokane, WA 99201</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*EZI NRC Charges of $/A outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

3. CHARGES. CTS will pay the following charges for Service:

   Total Monthly Recurring Charge $1,170.00
   Total Nonrecurring Charge $22,477.00

4. This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

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

APPROVED
State of Washington, Consolidated Technology Services

Authorized Signature

Michael Hunter
Name Typed or Printed

TSD A.D
Title

3/1/2012
Date

APPROVED
Qwest Communications Company, LLC db/a CenturyLink QCC including its subsidiaries

Authorized Signature

Susan Baker
Name Typed or Printed

Manager, Offer Management
Title

3/5/2012
Date
SITE AGREEMENT TO  
CONTRACT NUMBER T11-PCH-529 FOR  
ETHERNET TRANSPORT SERVICES

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries ("Contractor") and the State of Washington, Consolidated Technology Services ("CTS") for the provision of Ethernet Service ("Service").

1. TERM. 
1.1 This Site Agreement is effective on the latest signature date and expires forty-eight (48) months from the date Service is available to CTS under this Site Agreement, as evidenced by Contractor’s records ("Term").

2. INSTALLATION/LOCATION(S). Contractor’s records will document the actual date of installation of the Ethernet connection(s) at the following service location(s):

<table>
<thead>
<tr>
<th>Service Location</th>
<th>CTS Terminating Node</th>
<th>Connection Speed</th>
<th>USOC</th>
<th>MRC (each)</th>
<th>EVC MRC (each)</th>
<th>&quot;NRC (each)</th>
<th>Rate Limiting/Bandwidth Metering Available? Y/N</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSHS6011</td>
<td>OB2</td>
<td>100 Mbps</td>
<td>BP4L4</td>
<td>$1,000.00</td>
<td>$50.00</td>
<td>$1,200.00</td>
<td>Y</td>
</tr>
<tr>
<td>4419 Harrison Ave NW</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Olympia, WA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*EZI NRC Charges of $18,082.00 outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

3. CHARGES. CTS will pay the following charges for Service:

| Total Monthly Recurring Charge | $1,050.00 |
| Total Nonrecurring Charge     | $1,200.00 |

4. This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

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

APPROVED  
State of Washington, Consolidated Technology Services

[Signature]

Authorized Signature

Michael Marki

Name Typed or Printed

Title

3/28/12

Date

APPROVED  
Qwest Communications Company, LLC d/b/a  
CenturyLink QCC including its subsidiaries

[Signature]

Authorized Signature

Susan Baker

Name Typed or Printed

Manager, Offer Management

Title

3/23/2012

Date
This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries ("Contractor") and the State of Washington, Consolidated Technology Services ("CTS") for the provision of Ethernet Service ("Service").

1. TERM.
1.1 This Site Agreement is effective on the latest signature date and expires forty-eight (48) months from the date Service is available to CTS under this Site Agreement, as evidenced by Contractor’s records ("Term").

2. INSTALLATION/LOCATION(S). Contractor’s records will document the actual date of installation of the Ethernet connection(s) at the following service location(s):

<table>
<thead>
<tr>
<th>Service Location</th>
<th>CTS Terminating Node</th>
<th>Connection Speed</th>
<th>USOC</th>
<th>MRC (each)</th>
<th>EVC MRC (each)</th>
<th>*NRC (each)</th>
<th>Rate Limiting/Bandwidth Metering Available?</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSHS 6011</td>
<td>OB2</td>
<td>100 Mbps</td>
<td>BP4L4</td>
<td>$1,000.00</td>
<td>$50.00</td>
<td>$1,200.00</td>
<td>Y</td>
</tr>
<tr>
<td>7240 Martin Way</td>
<td>Lacey, WA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*EZI NRC Charges of $18,082.00 outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

3. CHARGES. CTS will pay the following charges for Service:

- Total Monthly Recurring Charge $1,050.00
- Total Nonrecurring Charge $1,200.00

4. This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

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

APPROVED
State of Washington, Consolidated Technology Services

Authorized Signature
Michael Hark
Name Typed or Printed

Title
Manager, Offer Management

Date
3/29/2012

APPROVED
Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries

Authorized Signature
Susan Baker
Name Typed or Printed

Title

Date
SITE AGREEMENT TO
CONTRACT NUMBER T11-PCH-529 FOR
ETHERNET TRANSPORT SERVICES

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries ("Contractor") and the State of Washington, Consolidated Technology Services ("CTS") for the provision of Ethernet Service ("Service").

1. **TERM.**

1.1 This Site Agreement is effective on the latest signature date and expires forty-eight (48) months from the date Service is available to CTS under this Site Agreement, as evidenced by Contractor’s records ("Term").

2. **INSTALLATION/LOCATION(S).** Contractor’s records will document the actual date of installation of the Ethernet connection(s) at the following service location(s):

<table>
<thead>
<tr>
<th>Location 1</th>
<th>Location 2</th>
<th>Connection Speed</th>
<th>USOC</th>
<th>MRC (each)</th>
<th>*NRC (each)</th>
<th>Rate Limiting/Bandwidth Metering Available?</th>
</tr>
</thead>
<tbody>
<tr>
<td>DFW 3515 State Hwy 97A Wenatchee, WA</td>
<td>DFW 3860 Chelan Highway Wenatchee, WA</td>
<td>10 Mbps</td>
<td>NoaNet</td>
<td>$320.00</td>
<td>$1,470.00</td>
<td>Y</td>
</tr>
</tbody>
</table>

*EZI NRC Charges of $0 outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

3. **CHARGES.** CTS will pay the following charges for Service:

- Total Monthly Recurring Charge $320.00
- Total Nonrecurring Charge $1,470.00

4. This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

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

**APPROVED**
State of Washington, Consolidated Technology Services

**APPROVED**
Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries

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SITE AGREEMENT TO
CONTRACT NUMBER T11-PCH-529 FOR
ETHERNET TRANSPORT SERVICES

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries ("Contractor") and the State of Washington, Consolidated Technology Services ("CTS") for the provision of Ethernet Service ("Service").

1. TERM.
1.1 This Site Agreement is effective on the latest signature date and expires forty-eight (48) months from the date Service is available to CTS under this Site Agreement, as evidenced by Contractor’s records ("Term").

2. INSTALLATION/LOCATION(S). Contractor’s records will document the actual date of installation of the Ethernet connection(s) at the following service location(s):

<table>
<thead>
<tr>
<th>Location 1</th>
<th>Location 2</th>
<th>Connection Speed</th>
<th>USOC</th>
<th>MRC (each)</th>
<th>EVC MRC (each)</th>
<th>&quot;NRC (each)</th>
<th>Rate Limiting/Bandwidth Metering Available?</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSHS 5037</td>
<td>CTS Olympia</td>
<td>10 Mbps</td>
<td>BP4B4</td>
<td>$667.00</td>
<td>$50.00</td>
<td>$1,200.00</td>
<td>Y</td>
</tr>
<tr>
<td>5712 Main St SW</td>
<td>Node</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lakewood, WA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*EZI NRC Charges of $1,610.00 outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

3. CHARGES. CTS will pay the following charges for Service:

- Total Monthly Recurring Charge $ 717.00
- Total Nonrecurring Charge $1,200.00

4. This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

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

APPROVED
State of Washington, Consolidated Technology Services

Thomas Tucker
Authorized Signature
Name Typed or Printed
Title Operations Manager
Date 5/1/2012

APPROVED
Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries

Susan Baker
Authorized Signature
Name Typed or Printed
Title Manager, Offer Management
Date 4/24/2012
SITE AGREEMENT TO
CONTRACT NUMBER T11-PCH-529 FOR
ETHERNET TRANSPORT SERVICES

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries ("Contractor") and the State of Washington, Consolidated Technology Services ("CTS") for the provision of Ethernet Service ("Service").

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<table>
<thead>
<tr>
<th>Location 1</th>
<th>Location 2</th>
<th>Connection Speed</th>
<th>USOC</th>
<th>MRC (each)</th>
<th>*NRC (each)</th>
<th>Rate Limiting/Bandwidth Metering Available?</th>
</tr>
</thead>
<tbody>
<tr>
<td>DOC Tri-Cities WR 524 East Bruneau Avenue Kennewick, WA 99336</td>
<td>Olympia</td>
<td>10 Mbps</td>
<td>NoaNet</td>
<td>$780.00</td>
<td>$7,180.00</td>
<td>Y</td>
</tr>
<tr>
<td>DOC Clark County WR 5197 NW Lower River Rd Vancouver, WA98660</td>
<td>Olympia</td>
<td>10 Mbps</td>
<td>NoaNet</td>
<td>$1,170.00</td>
<td>$46,930.00</td>
<td>Y</td>
</tr>
<tr>
<td>DOC Mill Creek Training 1415 West Pine St Walla Walla, WA 99362</td>
<td>Olympia</td>
<td>10 Mbps</td>
<td>NoaNet</td>
<td>$1,170.00</td>
<td>$3,764.00</td>
<td>Y</td>
</tr>
<tr>
<td>DOC Vancouver CJC 9105 NE Highway 99 #B Vancouver, WA 98660</td>
<td>Olympia</td>
<td>10 Mbps</td>
<td>NoaNet</td>
<td>$1,170.00</td>
<td>$3,250.00</td>
<td>Y</td>
</tr>
<tr>
<td>DOC Mission Creek Corrections Center 3420 NE Sand Hill Rd Belfair, WA 98526</td>
<td>Olympia</td>
<td>10 Mbps</td>
<td>NoaNet</td>
<td>$1,170.00</td>
<td>$67,672.00</td>
<td>Y</td>
</tr>
</tbody>
</table>

*EZI NRC Charges of $0 outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

3. CHARGES. CTS will pay the following charges for Service:

   Total Monthly Recurring Charge $ 5,460.00
   Total Nonrecurring Charge $128,796.00

4. This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

The parties have read, understand and agree to all of the above terms and conditions of this Site Agreement and hereby execute and authorize this Site Agreement.
APPROVED
State of Washington, Consolidated Technology Services

Authorized Signature

Name Typed or Printed

Title

Date

APPROVED
Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries

Authorized Signature

Rick Hendrickson

Name Typed or Printed

Sales Manager

Title

5/21/2012

Date
SITE AGREEMENT TO
CONTRACT NUMBER T11-PCH-529 FOR
ETHERNET TRANSPORT SERVICES

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries ("Contractor") and the State of Washington, Consolidated Technology Services ("CTS") for the provision of Ethernet Service ("Service").

1. TERM.
1.1 This Site Agreement is effective on the latest signature date and expires forty-eight (48) months from the date Service is available to CTS under this Site Agreement, as evidenced by Contractor's records ("Term").

2. INSTALLATION/LOCATION(S). Contractor's records will document the actual date of installation of the Ethernet connection(s) at the following service location(s):

<table>
<thead>
<tr>
<th>Location 1</th>
<th>Location 2</th>
<th>Connection Speed</th>
<th>USOC</th>
<th>MRC (each)</th>
<th>EVC MRC (each)</th>
<th>*NRC (each)</th>
<th>Rate Limiting/ Bandwidth Metering Available? Y/N</th>
</tr>
</thead>
<tbody>
<tr>
<td>DOC Longview Work Release (WR)</td>
<td>Vancouver</td>
<td>10 Mbps</td>
<td>BP4B4</td>
<td>$667.00</td>
<td>$50.00</td>
<td>$1,200.00</td>
<td>Y</td>
</tr>
<tr>
<td>1821 1st Ave</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Longview, WA 98632</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOC Ratcliff House WR</td>
<td>Olympia</td>
<td>10 Mbps</td>
<td>BP4B4</td>
<td>$667.00</td>
<td>$50.00</td>
<td>$1,200.00</td>
<td>Y</td>
</tr>
<tr>
<td>1531 13th St</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Seattle, WA 98114</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOC Reynolds WR</td>
<td>Olympia</td>
<td>10 Mbps</td>
<td>BP4B4</td>
<td>$667.00</td>
<td>$50.00</td>
<td>$1,200.00</td>
<td>Y</td>
</tr>
<tr>
<td>410 4th St</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Seattle, WA 98104</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*EZI NRC Charges of $1,599.00 for Longview; $3,218.00 for Ratcliff House; and $3,307.00 for Reynolds outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

3. CHARGES. CTS will pay the following charges for Service:

Total Monthly Recurring Charge $2,151.00
Total Nonrecurring Charge $3,600.00

4. This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

The parties have read, understand and agree to all of the above terms and conditions of this Site Agreement and hereby execute and authorize this Site Agreement.
<table>
<thead>
<tr>
<th><strong>APPROVED</strong></th>
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</thead>
<tbody>
<tr>
<td>State of Washington, Consolidated Technology Services</td>
<td>Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries</td>
</tr>
<tr>
<td>Authorized Signature</td>
<td>Authorized Signature</td>
</tr>
<tr>
<td>Michael Mael</td>
<td>Rick Hendrickson</td>
</tr>
<tr>
<td>Name Typed or Printed</td>
<td>Name Typed or Printed</td>
</tr>
<tr>
<td>Title</td>
<td>Title</td>
</tr>
<tr>
<td>Date</td>
<td>Date</td>
</tr>
<tr>
<td>5/23/2012</td>
<td>5/21/2011</td>
</tr>
</tbody>
</table>
SITE AGREEMENT TO
CONTRACT NUMBER T11-PCH-529 FOR
ETHERNET TRANSPORT SERVICES

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries ("Contractor") and the State of Washington, Consolidated Technology Services ("CTS") for the provision of Ethernet Service ("Service").

1. TERM.
1.1 This Site Agreement is effective on the latest signature date and expires forty-eight (48) months from the date Service is available to CTS under this Site Agreement, as evidenced by Contractor's records ("Term").

2. INSTALLATION/LOCATION(S). Contractor's records will document the actual date of installation of the Ethernet connection(s) at the following service location(s):

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<th>NRC (each)</th>
<th>Rate Limiting/Bandwidth Metering Available?</th>
</tr>
</thead>
<tbody>
<tr>
<td>DOC Peninsula Work Release (WR) 1340 Lloyd Pkwy, Port Orchard, WA 98367</td>
<td>CTS Olympia Node – 1115 Washington St. Olympia, WA</td>
<td>10 Mbps</td>
<td>BP4B4</td>
<td>$667.00</td>
<td>$50.00</td>
<td>$1,200.00</td>
<td>Y</td>
</tr>
</tbody>
</table>

*EZI NRC Charges of $1,669.00 plus Special Construction Charges of $17,188.00 outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

3. CHARGES. CTS will pay the following charges for Service:
   Total Monthly Recurring Charge $717.00
   Total Nonrecurring Charge $1,200.00

4. This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

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

APPROVED

State of Washington, Consolidated Technology Services.

Michael Martin
Authorized Signature
Name Typed or Printed

Assistant Director
Title
June 4, 2012
Date

APPROVED

Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries

Rick Hendrickson
Authorized Signature
Name Typed or Printed

Sales Manager
Title
6/15/2012
Date
Date: June 7, 2012
Billing Address:
Customer: SOW CTS/WORK RELEASE 1340 LLOYD PKWY, PORT ORCHARD

Work Location:

Attention

Description and/or specifications of work to be performed by CenturyLink under this Proposal ("Work"):
Construction and placement of 1,500 feet of underground fiber cable between the customer building at 1340 LLOYD PKWY, PORT ORCHARD and the Qwest serving wire center at 2386 Sidney Rd, Port Orchard WA 98366. This facility will be used for MOE service.

Total Charges: $17,188.00

For the Work performed hereunder, Customer will be responsible for these Charges only, unless a Change Order is signed by both parties in accordance with Section 4 below. All Charges shall be paid prior to commencement of the Work ("Advance Payment"). For Governmental Customers only, CenturyLink will submit an invoice of charges upon completion of the Work. All Customers will pay the invoice within forty five (45) days of receipt. All past due undisputed accounts will be assessed a late fee at 14% APR. Unless a Government Customer or otherwise agreed to by the parties, no Work shall commence prior to receipt of Advance Payment. Where applicable, Customer shall also be responsible for foreign, federal, state and local taxes assessed in connection with the Work, including without limitation, all use, sales, value added, surcharges, excise, franchise, commercial, gross receipts, license, privilege or other similar charges, whether charged to or against CenturyLink or Customer, but excluding any taxes based on CenturyLink’s net income.

*Note: If applicable, the Work proposed here is separate from any work that may be performed pursuant to any other order or agreement, including but not limited to a Pre-Service Request for cell site provisioning. This Proposal may be withdrawn by CenturyLink if not accepted by the Customer within 30 days. Upon execution by both parties, this Proposal and the terms and conditions of any applicable tariffs or Rates and Services Schedules on file with the applicable regulatory authorities shall constitute a binding agreement upon the parties.

Qwest Corporation dba CenturyLink QC
Authorized Signature

Name Printed/Typed Rick Hendrickson
Title Sales Manager
Date June 7, 2012

SOW CTS/WORK RELEASE
Authorized Signature

Name Printed/Typed Michael Mark
Title Assistant Director
Date 06/13/12
SITE AGREEMENT TO
CONTRACT NUMBER T11-PCH-529 FOR
ETHERNET TRANSPORT SERVICES

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the 
"Contract") by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries 
("Contractor") and the State of Washington, Consolidate Technology Services ("CTS") for the provision of Ethernet 
Service ("Service").

1. TERM.
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<th>NRC (each)</th>
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</thead>
<tbody>
<tr>
<td>Board of Industrial Insurance Appeals (BIIA) 2815 2nd Ave, Suite 550 Seattle, WA 98121</td>
<td>CTS Olympia Node 1115 Washington ST, Olympia WA 98501</td>
<td>10 Mbps</td>
<td>BP4B5</td>
<td>$576.00</td>
<td>$50.00</td>
<td>$600.00</td>
<td>Y</td>
</tr>
</tbody>
</table>

*EZI NRC Charges of $1,938.00 outlined in the above pricing table are in addition to the rates outlined above and will 
be invoiced separately.

3. CHARGES. CTA will pay the following charges for Service:
   Total Monthly Recurring Charge $625.00
   Total Nonrecurring Charge $600.00

4. This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by 
the Washington Utilities and Transportation Commission ("WUTC").

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

APPROVED
State of Washington, Consolidate Technology Services

Authorized Signature

Name Typed or Printed

Assistant Director

Date: June 4, 2012

APPROVED
Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries

Authorized Signature

Name Typed or Printed

Sales Manager

Title

Date: 6/5/2012
SITE AGREEMENT TO
CONTRACT NUMBER T11-PCH-529 FOR
ETHERNET TRANSPORT SERVICES

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries ("Contractor") and the State of Washington, Consolidated Technology Services ("CTS") for the provision of Ethernet Service ("Service").

1. TERM.
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<th>*NRC (each)</th>
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</tr>
</thead>
<tbody>
<tr>
<td>DSHS 2030 1421 E. Division Ephrata, WA 98823</td>
<td>Olympia Node</td>
<td>10 Mbps</td>
<td>NoaNet</td>
<td>$975.00</td>
<td>$3,510.00</td>
<td>Y</td>
</tr>
</tbody>
</table>

*EZI NRC Charges of $N/A outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

3. CHARGES. CTS will pay the following charges for Service:

- Total Monthly Recurring Charge: $975.00
- Total Nonrecurring Charge: $3,510.00

4. This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

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

APPROVED
State of Washington – Consolidated Technology Services

Authorized Signature
Michael Mitchell
Name Typed or Printed
Assistant Director

APPROVED
Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries

Authorized Signature
Rick Hendrickson
Name Typed or Printed
Sales Manager

Date: 12/21/12

Date: June 27, 2012
SITE AGREEMENT TO
CONTRACT NUMBER T11-PCH-529 FOR
ETHERNET TRANSPORT SERVICES

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries ("Contractor") and the State of Washington, Consolidated Technology Services ("CTS") for the provision of Ethernet Service ("Service").

1. TERM.
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<th>EVC MRC (each)</th>
<th>Rate Limiting/Bandwidth Metering Available?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Emergency Management Division 20 Camp Murray, Camp Murray, WA 98430</td>
<td>CTS Olympia Node</td>
<td>100Mb</td>
<td>BP4L5</td>
<td>$1000</td>
<td>$0</td>
<td>$50</td>
<td>Y</td>
</tr>
<tr>
<td>Emergency Management Division 20 Camp Murray, Camp Murray, WA 98430</td>
<td>CTS Olympia Node</td>
<td>100Mb</td>
<td>BP4L5</td>
<td>$1000</td>
<td>$0</td>
<td>$50</td>
<td>Y</td>
</tr>
</tbody>
</table>

*EZI NRC Charges of $1950 outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

3. CHARGES. CTS will pay the following charges for Service:

Total Monthly Recurring Charge $2,100.00
Total Nonrecurring Charge $0.00

4. This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

The parties have read, understand and agree to all of the above terms and conditions of this Site Agreement and hereby execute and authorize this Site Agreement.
APPROVED
State of Washington Consolidated Technology Services

Approved Signature
Michael Markel
Name Typed or Printed
Title
Date

APPROVED
Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries

Approved Signature
Richard J. Hendrickson
Name Typed or Printed
Title
Date
SITE AGREEMENT TO  
CONTRACT NUMBER T11-PCH-529 FOR  
ETHERNET TRANSPORT SERVICES

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries ("Contractor") and the State of Washington, Consolidated Technology Services ("CTS") for the provision of Ethernet Service ("Service").

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<th>MRC (each)</th>
<th>*NRC (each)</th>
<th>Rate Limiting/Bandwidth Metering Available?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Department of Ecology 1440 10th Street</td>
<td>CTS Olympia Node</td>
<td>10Mb</td>
<td>NoaNet</td>
<td>$1000</td>
<td>$250</td>
<td>Y</td>
</tr>
<tr>
<td>Bellingham, WA 98225</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Department of Ecology 3100 Port of</td>
<td>CTS Olympia Node</td>
<td>10Mb</td>
<td>NoaNet</td>
<td>$1000</td>
<td>$250</td>
<td>Y</td>
</tr>
<tr>
<td>Benton Blvd, Richland, WA 99352</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Department of Ecology 4601 N. Montroe</td>
<td>CTS Olympia Node</td>
<td>10Mb</td>
<td>NoaNet</td>
<td>$1106</td>
<td>$5000</td>
<td>Y</td>
</tr>
<tr>
<td>St. Spokane, WA 99205</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Department of Ecology 15 West Yakima</td>
<td>CTS Olympia Node</td>
<td>10Mb</td>
<td>NoaNet</td>
<td>$1063</td>
<td>$250</td>
<td>Y</td>
</tr>
<tr>
<td>Ave, Ste 200, Yakima, WA 98902</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*EZI NRC Charges of $0 outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

3. CHARGES. CTS will pay the following charges for Service:

   Total Monthly Recurring Charge  $4,169.00
   Total Nonrecurring Charge       $5,750.00

4. This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

The parties have read, understand and agree to all of the above terms and conditions of this Site Agreement and hereby execute and authorize this Site Agreement.
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</tr>
<tr>
<td>Authorized Signature</td>
<td>Authorized Signature</td>
</tr>
<tr>
<td>Michael Markel</td>
<td>Richard J. Hendrickson</td>
</tr>
<tr>
<td>Name Typed or Printed</td>
<td>Name Typed or Printed</td>
</tr>
<tr>
<td>Assist. Director</td>
<td>Manager</td>
</tr>
<tr>
<td>Title</td>
<td>Title</td>
</tr>
<tr>
<td>7/14/12</td>
<td>07-17-12</td>
</tr>
<tr>
<td>Date</td>
<td>Date</td>
</tr>
</tbody>
</table>
SITE AGREEMENT TO
CONTRACT NUMBER T11-PCH-529 FOR
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1. TERM.
1.1 This Site Agreement is effective on the latest signature date and expires sixty (60) months from the date Service is available to CTS under this Site Agreement, as evidenced by Contractor's records ("Term").

2. INSTALLATION/LOCATION(S). Contractor's records will document the actual date of installation of the Ethernet connection(s) at the following service location(s):

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<th>*NRC (each)</th>
<th>Rate Limiting/Bandwidth Metering Available?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lottery Vancouver</td>
<td>Olympia Node</td>
<td>10Mbps</td>
<td>NoaNet</td>
<td>$780.00</td>
<td>$780.00</td>
<td>Y</td>
</tr>
<tr>
<td>1503 NE 78th St.</td>
<td>98665</td>
<td>Vancouver, WA</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Suite #4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*E2I NRC Charges of $N/A outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

3. CHARGES. CTS will pay the following charges for Service:

Total Monthly Recurring Charge  $780.00
Total Nonrecurring Charge       $780.00

4. This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

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

APPROVED
State of Washington - Consolidated Technology Services

Authorized Signature
Michael Mardel
Name Typed or Printed
Title
1/31/12
Date

APPROVED
Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries

Authorized Signature
Rick Hendrickson
Name Typed or Printed
Title
Manager
7/18/2012
Date
SITE AGREEMENT # S13.36 TO
CONTRACT NUMBER T11-PCH-529 FOR
ETHERNET TRANSPORT SERVICES

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries ("Contractor") and the State of Washington, Consolidated Technology Services ("CTS") for the provision of Ethernet Service ("Service").

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</tr>
</thead>
<tbody>
<tr>
<td>DSHS 4015 2106 2nd Ave, Seattle, WA 98121</td>
<td>Olympia Node</td>
<td>10M</td>
<td>BP4B5 (Ethernet Over Copper)</td>
<td>$600</td>
<td>$50.00</td>
<td>$1200.00</td>
<td>Y</td>
</tr>
</tbody>
</table>

*Ezi NRC Charges of $1839 outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

3. CHARGES. CTS will pay the following charges for Service:
   - Total Monthly Recurring Charge: $650
   - Total Nonrecurring Charge: $1200

4. This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

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

APPROVED
Consolidated Technology Services

Authorized Signature
Michael Martinez
Name Typed or Printed

Assistant Director
Date 8/18/12

APPROVED
Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries

Authorized Signature
Rick Hendrickson
Name Typed or Printed

Manager
Date 8/12/12
SITE AGREEMENT TO  
CONTRACT NUMBER T11-PCH-529 FOR  
ETHERNET TRANSPORT SERVICES

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1. TERM.
1.1 This Site Agreement is effective on the latest signature date and expires forty-eight (48) months from the date Service is available to CTS under this Site Agreement, as evidenced by Contractor's records ("Term").

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<th>Location 2</th>
<th>Connection Speed</th>
<th>USOC</th>
<th>MRC (each)</th>
<th>&quot;NRC (each)</th>
<th>Rate Limiting/Bandwidth Metering Available?</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSHS 6006</td>
<td>CTS Olympia Node 1115 Washington St., Olympia, WA 98501</td>
<td>10Mbps</td>
<td>NoaNet</td>
<td>$1170.00</td>
<td>$5,200.00</td>
<td>Y</td>
</tr>
<tr>
<td>808 S. Columbus Ave., Goldendale, WA 98620</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DSHS 6023</td>
<td>CTS Olympia Node 1115 Washington St., Olympia, WA 98501</td>
<td>10Mbps</td>
<td>NoaNet</td>
<td>$1170.00</td>
<td>$3,900.00</td>
<td>Y</td>
</tr>
<tr>
<td>306 SW 2nd St., Stevenson, WA 98648</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*EZI NRC Charges of $N/A outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

3. CHARGES. CTS will pay the following charges for Service:

- Total Monthly Recurring Charge $2,340.00
- Total Nonrecurring Charge $9,100.00

4. This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

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

APPROVED
State of Washington, Consolidated Technology Services

Authorized Signature
Bruce Shurtz
Name Typed or Printed
Acting Assistant Director
Title
9-5-12
Date

APPROVED
Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries

Authorized Signature
Rick Hardwick
Name Typed or Printed
Manager
Title
Date
September 5, 2012
AMENDMENT ONE TO THE SITE AGREEMENT TO
CONTRACT NUMBER T11-PCH-529 FOR
ETHERNET TRANSPORT SERVICES

This First Amendment ("First Agreement") is to the Site Agreement ("Site Agreement"), content ID 399751, Contract #S13.42 to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries ("Contractor") and the State of Washington, Consolidated Technology Services ("CTS") for the provision of Ethernet Service ("Service").

CenturyLink and CTS wish to amend the Site Agreement as follows:
1. The Location outlined in the table below, outlined in the Site Agreement in the table in Section 2, titled Installation/Location(s), of the Site Agreement is being revised to upgrade the 10Mb service at the location; adds additional EVCs and updates the pricing accordingly.

<table>
<thead>
<tr>
<th>Location 1</th>
<th>Location 2</th>
<th>Connection Speed</th>
<th>USOC</th>
<th>MRC (each)</th>
<th>EVC MRC (each)</th>
<th>*NRC (each)</th>
<th>Rate Limiting/Bandwidth Metering Available? Y/N</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSHS 5009</td>
<td>Olympia Node</td>
<td>100M (upgrade from 10M)</td>
<td>BP4L5</td>
<td>$800</td>
<td>$50 x 2</td>
<td>$0</td>
<td>Y</td>
</tr>
<tr>
<td>1301 E. 72nd St. Tacoma, WA 98404</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*EZI NRC Charges of $975 are in addition to the rates outlined in the above pricing table and will be invoiced separately.

2. CHARGES. CTS will pay the following charges for Service:
   - Total Monthly Recurring Charge $900.00
   - Total Nonrecurring Charge $0

3. This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

The parties have read, understand and agree to all of the above terms and conditions of this Site Agreement and hereby execute and authorize this Site Agreement.
SITE AGREEMENT TO
CONTRACT NUMBER T11-PCH-529 FOR
ETHERNET TRANSPORT SERVICES

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries ("Contractor") and the State of Washington, Consolidated Technology Services ("CTS") for the provision of Ethernet Service ("Service").

1. TERM.
1.1 This Site Agreement is effective on the latest signature date and expires sixty (60) months from the date Service is available to CTS under this Site Agreement, as evidenced by Contractor's records ("Term").

2. INSTALLATION/LOCATION(S). Contractor’s records will document the actual date of installation of the Ethernet connection(s) at the following service location(s):

<table>
<thead>
<tr>
<th>Location 1</th>
<th>Location 2</th>
<th>Connection Speed</th>
<th>USOC</th>
<th>MRC (each)</th>
<th>EVC MRC (each)</th>
<th>*NRC (each)</th>
<th>Rate Limiting/Bandwidth Metering Available?</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSHS 4025 101 S. King St Seattle, WA 98104</td>
<td>Olympia Node</td>
<td>100M (upgrade from 10M)</td>
<td>BP4L5</td>
<td>$800</td>
<td>$50</td>
<td>$0</td>
<td>Y</td>
</tr>
</tbody>
</table>

*EZI NRC Charges of $975 are in addition to the rates outlined above and will be invoiced separately.

3. CHARGES. CTS will pay the following charges for Service:

Total Monthly Recurring Charge $850
Total Nonrecurring Charge $0

4. This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

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

APPROVED
Consolidated Technology Services

Authorized Signature
Bruce Shultz
Name Typed or Printed
Assistant Director
Title
Date 12-10-17

APPROVED
Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries

Authorized Signature
Rick Hendrickson
Name Typed or Printed
Sales Manager
Title December 4, 2012
Date
SITE AGREEMENT TO
CONTRACT NUMBER T11-PCH-529 FOR
ETHERNET TRANSPORT SERVICES

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries ("Contractor") and the State of Washington, Consolidated Technology Services ("CTS") for the provision of Ethernet Service ("Service").

1. TERM.
1.1 This Site Agreement is effective on the latest signature date and expires sixty (60) months from the date Service is available to CTS under this Site Agreement, as evidenced by Contractor’s records ("Term").

2. INSTALLATION/LOCATION(S). Contractor’s records will document the actual date of installation of the Ethernet connection(s) at the following service location(s):

<table>
<thead>
<tr>
<th>Location 1</th>
<th>Location 2</th>
<th>Connection Speed</th>
<th>USOC</th>
<th>MRC (each)</th>
<th>*NRC (each)</th>
<th>Rate Limiting/Bandwidth Metering Available?</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSHS 1007 1600 W. 1st St. Newport, WA 99156</td>
<td>Olympia Node</td>
<td>10Mb</td>
<td>NoaNet</td>
<td>$1,170</td>
<td>$9,445</td>
<td>Y</td>
</tr>
</tbody>
</table>

*EZI NRC Charges of $0 outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

3. CHARGES. CTS will pay the following charges for Service:

- Total Monthly Recurring Charge $1,170
- Total Nonrecurring Charge $9,445

4. This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

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

APPROVED
Consolidated Technology Services

Authorized Signature
By: Sue Shute
Name Typed or Printed
Title: TSO AL
Date: 2/5/15

APPROVED
Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries

Authorized Signature
By: Rick Neubrugg
Name Typed or Printed
Title: Sales Manager
Date: 2/4/2013
SITE AGREEMENT TO
CONTRACT NUMBER T11-PCH-529 FOR
ETHERNET TRANSPORT SERVICES

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries ("Contractor") and the State of Washington, Consolidated Technology Services ("CTS") for the provision of Ethernet Service ("Service").

1. TERM.
1.1 This Site Agreement is effective on the latest signature date and expires sixty (60) months from the date Service is available to CTS under this Site Agreement, as evidenced by Contractor's records ("Term").

2. INSTALLATION/LOCATION(S). Contractor's records will document the actual date of installation of the Ethernet connection(s) at the following service location(s):

<table>
<thead>
<tr>
<th>Location 1</th>
<th>Location 2</th>
<th>Connection Speed</th>
<th>USOC</th>
<th>MRC (each)</th>
<th>*NRC (each)</th>
<th>Rate Limiting/Bandwidth Metering Available?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pend Oreille County</td>
<td>Olympia Node</td>
<td>10Mb</td>
<td>NoaNet</td>
<td>$1040</td>
<td>$3250</td>
<td>Y</td>
</tr>
</tbody>
</table>

*EZI NRC Charges of $0 outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

3. CHARGES. CTS will pay the following charges for Service:

   Total Monthly Recurring Charge $1,040
   Total Nonrecurring Charge $3,250

4. This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

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

Authorized Signature
Bruce Schultz

Name Typed or Printed
ITD 100

Title
2-25-13

Date

APPROVED
Qwest Communications Company, LLC d/b/a
CenturyLink QCC including its subsidiaries

Authorized Signature
Rick Herdrickson

Name Typed or Printed
Sales Manager

Title
2-20-2013

Date
SITE AGREEMENT TO
CONTRACT NUMBER T11-PCH-529 FOR
ETHERNET TRANSPORT SERVICES

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC db/a CenturyLink QCC including its subsidiaries ("Contractor") and the State of Washington, Consolidated Technology Services ("CTS") for the provision of Ethernet Service ("Service").

1. TERM.
1.1 This Site Agreement is effective on the latest signature date and expires twelve (12) months from the date Service is available to CTS under this Site Agreement, as evidenced by Contractor’s records ("Term").

2. INSTALLATION/LOCATION(S). Contractor’s records will document the actual date of installation of the Ethernet connection(s) at the following service location(s):

<table>
<thead>
<tr>
<th>Location 1</th>
<th>Location 2</th>
<th>Connection Speed</th>
<th>USOC</th>
<th>MRC (each)</th>
<th>*NRC (each)</th>
<th>Rate Limiting/Bandwidth Metering Available?</th>
</tr>
</thead>
<tbody>
<tr>
<td>DOL County</td>
<td>Olympia Node</td>
<td>10Mb</td>
<td>NoaNet</td>
<td>$1,170</td>
<td>$9,620</td>
<td>Y</td>
</tr>
<tr>
<td>2601 625 W. 4th</td>
<td>99156</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Newport, WA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*EZI NRC Charges of $0 outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

3. CHARGES. CTS will pay the following charges for Service:

- Total Monthly Recurring Charge $1,170
- Total Nonrecurring Charge $9,620

4. This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

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

Authorized Signature
Bruce Shurtz

Name Typed or Printed
TSD 00

Title
2-28-15

Date

APPROVED
Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries

Authorized Signature
Rick Hendrickson

Name Typed or Printed
Sales Manager

Title

Date
2-24-2013
AMENDMENT ONE TO THE
SITE AGREEMENT TO
CONTRACT NUMBER T11-PCH-529 FOR
ETHERNET TRANSPORT SERVICES

This First Amendment ("First Amendment") is to the Site Agreement ("Site Agreement"), Content ID #391284, Contract # S12.34, to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between State of Washington, Consolidated Technology Services ("CTS") and Qwest Communications Company, LLC d/b/a CenturyLink QCC under which CTS purchases Ethernet Service ("Service").

CenturyLink and CTS wish to amend the Site Agreement as follows:

1. The Service provided at Department of Ecology outlined in the table in Section 2, titled Installation/Location(s), of the Site Agreement is revised to reflect the Service outlined in the table below. All other information outlined in the table of the Agreement remains unchanged. CenturyLink's records will document the actual removal date of the Ethernet connection at the following service location:

<table>
<thead>
<tr>
<th>Location 1</th>
<th>Location 2</th>
<th>Connection Speed</th>
<th>USOC</th>
<th>MRC (each)</th>
<th>*NRC (each)</th>
<th>Rate Limiting/Band width Metering Available?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Remove Location: Department of Ecology 4601 N. Montroe St. Spokane, WA 99205</td>
<td>CTS Olympia Node</td>
<td>10Mb</td>
<td>NoaNet (Ethernet over Copper)</td>
<td>$1106</td>
<td>$5000</td>
<td>Y</td>
</tr>
</tbody>
</table>

The monthly recurring charges above supersede the charges for the subject location previously agreed to in the Site Agreement including any prior modifications. The monthly recurring amounts shown above are not necessarily the total, cumulative charges for all Service under the Site Agreement. Any new nonrecurring charges are in addition to any previously agreed to such charges in the Site Agreement, unless noted otherwise. Additions to Service must meet the requirements of the Minimum Service Period.

2. This First Amendment will be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

3. Except as expressly modified by this First Amendment, the Site Agreement shall continue in full force and effect in accordance with its terms and constitutes the legal and binding obligations of CTS and CenturyLink. In the event the terms of this First Amendment conflict with the terms of the Site Agreement, the terms of this First Amendment shall control.
4. The Site Agreement and this First Amendment constitute the complete agreement of the parties concerning the subject matter hereof, and supersede any prior written or verbal statements, representations, and agreements concerning the subject matter hereof.

State of Washington, Consolidated Technology Services

Authorized Signature

Name Typed or Printed

Title

Date

Qwest Communications Company, LLC d/b/a CenturyLink QCC

Authorized Signature

Name Typed or Printed

Title

Date

OMR# N53615 amends #N40908
This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries ("Contractor") and the State of Washington, Consolidated Technology Services ("CTS") for the provision of Ethernet Service ("Service").

1. **TERM.**
   1.1 This Site Agreement is effective on the latest signature date and expires forty-eight (48) months from the date Service is available to CTS under this Site Agreement, as evidenced by Contractor's records ("Term").

2. **INSTALLATION/LOCATION(S).** Contractor's records will document the actual date of installation of the Ethernet connection(s) at the following service location(s):

<table>
<thead>
<tr>
<th>Location 1</th>
<th>Location 2</th>
<th>Connection Speed</th>
<th>USOC</th>
<th>MRC (each)</th>
<th>EVC MRC (each)</th>
<th>*NRC (each)</th>
<th>Rate Limiting/Bandwidth Metering Available?</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSHS 6112 411 W. Washington St. Sequim, WA 98382</td>
<td>Olympia Node</td>
<td>10Mb</td>
<td>BP4B4</td>
<td>$600</td>
<td>$50</td>
<td>$600</td>
<td>Y</td>
</tr>
</tbody>
</table>

*EZI NRC Charges of $2657.20 outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

3. **CHARGES.** CTS will pay the following charges for Service:
   - Total Monthly Recurring Charge $650
   - Total Nonrecurring Charge $600

4. This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

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

Authorized Signature
Bruce Sherle

Name Typed or Printed
BSD 00

Title
3-15-13

Date

APPROVED
Qwest Communications Company, LLC d/b/a
CenturyLink QCC including its subsidiaries

Authorized Signature
Rick Hendrickson

Name Typed or Printed

Title
Manager

Date
3-11-2013
SITE AGREEMENT TO
CONTRACT NUMBER T11-PCH-529 FOR
ETHERNET TRANSPORT SERVICES

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries ("Contractor") and the State of Washington, Consolidated Technology Services ("CTS") for the provision of Ethernet Service ("Service").

1. TERM.

1.1 This Site Agreement is effective on the latest signature date and expires forty-eight (48) months from the date Service is available to CTS under this Site Agreement, as evidenced by Contractor's records ("Term").

2. INSTALLATION/LOCATION(S). Contractor's records will document the actual date of installation of the Ethernet connection(s) at the following service location(s):

<table>
<thead>
<tr>
<th>Location 1</th>
<th>Location 2</th>
<th>Connection Speed</th>
<th>USOC</th>
<th>MRC (each)</th>
<th>*NRC (each)</th>
<th>Rate Limiting/Bandwidth Metering Available? Y/N</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSHS 6017 2601 pacific Ave N. Long Beach, WA 98631</td>
<td>Olympia Node</td>
<td>10Mb</td>
<td>NoaNet</td>
<td>$1,170</td>
<td>$13,260</td>
<td>Y</td>
</tr>
</tbody>
</table>

*EZI NRC Charges of $N/A outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

3. CHARGES. CTS will pay the following charges for Service:

Total Monthly Recurring Charge $1,170
Total Nonrecurring Charge $13,260

4. This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

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

Authorized Signature
Bruce Short

Name Typed or Printed
ISO 60

Title
8-15-13

Date

APPROVED
Qwest Communications Company, LLC d/b/a
CenturyLink QCC including its subsidiaries

Authorized Signature
Rick Hendricks

Name Typed or Printed

Title
Manager

Date
3/11/2013
SITE AGREEMENT TO
CONTRACT NUMBER T11-PCH-529 FOR
ETHERNET TRANSPORT SERVICES

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries ("Contractor") and the State of Washington, Consolidated Technology Services ("CTS") for the provision of Ethernet Service ("Service").

1. TERM.

1.1 This Site Agreement is effective on the latest signature date and expires sixty (60) months from the date Service is available to CTS under this Site Agreement, as evidenced by Contractor's records ("Term").

2. INSTALLATION/LOCATION(S). Contractor’s records will document the actual date of installation of the Ethernet connection(s) at the following service location(s):

<table>
<thead>
<tr>
<th>Location 1</th>
<th>Location 2</th>
<th>Connection Speed</th>
<th>USOC</th>
<th>MRC (each)</th>
<th>*NRC (each)</th>
<th>Rate Limiting/Bandwidth Metering Available?</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSHS 1003 1100 S. Main Colville, WA 99114</td>
<td>Olympia Node</td>
<td>10Mb</td>
<td>NoaNet</td>
<td>$1,040</td>
<td>$3,250</td>
<td>Y</td>
</tr>
<tr>
<td>DSHS 1011 89 E. Delaware Republic, WA 99166</td>
<td>Olympia Node</td>
<td>10Mb</td>
<td>NoaNet</td>
<td>$1,040</td>
<td>$15,210</td>
<td>Y</td>
</tr>
</tbody>
</table>

*Ezi NRC Charges of $N/A outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

3. CHARGES. CTS will pay the following charges for Service:

- Total Monthly Recurring Charge $2,080
- Total Nonrecurring Charge $18,460

4. This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

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

Authorized Signature
Bruce Sturm

Name Typed or Printed
TSO 02

Title
3-15-13

Date

APPROVED
Qwest Communications Company, LLC d/b/a
CenturyLink QCC including its subsidiaries

Authorized Signature
Rick Hendrickson

Name Typed or Printed

Title
Manager

Date
3/12/2013
SITE AGREEMENT TO
CONTRACT NUMBER T11-PCH-529 FOR
ETHERNET TRANSPORT SERVICES

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries ("Contractor") and the State of Washington, Consolidated Technology Services ("CTS") for the provision of Ethernet Service ("Service").

1. TERM.
1.1 This Site Agreement is effective on the latest signature date and expires forty eight (48) months from the date Service is available to CTS under this Site Agreement, as evidenced by Contractor’s records ("Term").

2. INSTALLATION/LOCATION(S). Contractor’s records will document the actual date of installation of the Ethernet connection(s) at the following service location(s):

<table>
<thead>
<tr>
<th>Location 1</th>
<th>Location 2</th>
<th>Connection Speed</th>
<th>USOC</th>
<th>MRC (each)</th>
<th>*NRC (each)</th>
<th>Rate Limiting/Bandwidth Metering Available?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept of Ecology</td>
<td>Olympia Node</td>
<td>10Mb</td>
<td>NoaNet</td>
<td>$1,170</td>
<td>$4,290</td>
<td>Y</td>
</tr>
<tr>
<td>7411 Beach Dr. E,</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Port Orchard, WA 98366</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*EZI NRC Charges of $N/A outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

3. CHARGES. CTS will pay the following charges for Service:

Total Monthly Recurring Charge  $1,170.00
Total Nonrecurring Charge       $4,290.00

4. This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

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

Authorized Signature
Bruce Shurtz

Name Typed or Printed
T5D - 01

Title
P.22.13

Date

APPROVED
Qwest Communications Company, LLC d/b/a
CenturyLink QCC including its subsidiaries

Authorized Signature
Rick Hendrickson

Name Typed or Printed

Title
Manager

Date
March 20, 2013
SITE AGREEMENT TO
CONTRACT NUMBER T11-PCH-529 FOR
ETHERNET TRANSPORT SERVICES

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries ("Contractor") and the State of Washington, Consolidated Technology Services ("CTS") for the provision of Ethernet Service ("Service").

1. TERM.
1.1 This Site Agreement is effective on the latest signature date and expires forty-eight (48) months from the date Service is available to CTS under this Site Agreement, as evidenced by Contractor's records ("Term").

2. INSTALLATION/LOCATION(S). Contractor’s records will document the actual date of installation of the Ethernet connection(s) at the following service location(s):

<table>
<thead>
<tr>
<th>Location 1</th>
<th>Location 2</th>
<th>Connection Speed</th>
<th>USOC</th>
<th>MRC (each)</th>
<th>EVC MRC (each)</th>
<th>*NRC (each)</th>
<th>Rate Limiting/Bandwidth Available?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept of Revenue 734 E. 1st St., Ste B Port Angeles, WA 98362</td>
<td>Olympia Node</td>
<td>10Mb</td>
<td>BP4B4</td>
<td>$621.00</td>
<td>$50.00</td>
<td>$600.00</td>
<td>Y/N</td>
</tr>
</tbody>
</table>

*EZI NRC Charges of $3,482.70 are in addition to the rates outlined above pricing table and will be invoiced separately.

3. CHARGES. CTS will pay the following charges for Service:

- Total Monthly Recurring Charge $671.00
- Total Nonrecurring Charge $600.00

4. This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

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

APPROVED
State of Washington, Consolidated Technology Services

Authorized Signature
BRUCE SHURTZ
Name Typed or Printed

ASSISTANT DIRECTOR, TSD
Title

Date

APPROVED
Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries

Authorized Signature
Rick Hendrickson
Name Typed or Printed

Manager
Title

Date

OMR N55226
Contract Number: T11-PCH-529
Page 1
SITE AGREEMENT TO  
CONTRACT NUMBER T11-PCH-529 FOR  
ETHERNET TRANSPORT SERVICES

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries ("Contractor") and the State of Washington, Consolidated Technology Services ("CTS") for the provision of Ethernet Service ("Service").

1. TERM.  
1.1 This Site Agreement is effective on the latest signature date and expires forty-eight (48) months from the date Service is available to CTS under this Site Agreement, as evidenced by Contractor’s records ("Term").

2. INSTALLATION/LOCATION(S). Contractor’s records will document the actual date of installation of the Ethernet connection(s) at the following service location(s):

<table>
<thead>
<tr>
<th>Location 1</th>
<th>Location 2</th>
<th>Connection Speed</th>
<th>USOC</th>
<th>MRC (each)</th>
<th>*NRC (each)</th>
<th>Rate Limiting/Band width Metering Available?</th>
<th>Y/N</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept of Corrections</td>
<td>Olympia Node</td>
<td>100Mb</td>
<td>NoaNet</td>
<td>$1,456</td>
<td>$4,550</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1953 7th Ave</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Longview, WA 98632</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Ezi NRC Charges of $N/A outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

3. CHARGES. CTS will pay the following charges for Service:

Total Monthly Recurring Charge $1,456  
Total Nonrecurring Charge $4,550  

4. This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

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

APPROVED
State of Washington, Consolidated Technology Services

Authorized Signature
BRUCE SHURTZ
Name Typed or Printed

ASSISTANT DIRECTOR, TSD
Title

Date 4.22.13

APPROVED
Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries

Authorized Signature
Rick Hendrickson
Name Typed or Printed

Manager
Title

Date April 17, 2013
SITE AGREEMENT TO
CONTRACT NUMBER T11-PCH-529 FOR
ETHERNET TRANSPORT SERVICES

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries ("Contractor") and the State of Washington, Consolidated Technology Services ("CTS") for the provision of Ethernet Service ("Service").

1. TERM.
1.1 This Site Agreement is effective on the latest signature date and expires forty-eight (48) months from the date Service is available to CTS under this Site Agreement, as evidenced by Contractor's records ("Term").

2. INSTALLATION/LOCATION(S). Contractor's records will document the actual date of installation of the Ethernet connection(s) at the following service location(s):

<table>
<thead>
<tr>
<th>Location 1</th>
<th>Location 2</th>
<th>Connection Speed</th>
<th>USOC</th>
<th>MRC (each)</th>
<th>EVC MRC (each)</th>
<th>*NRC (each)</th>
<th>Rate Limiting/Bandwidth Metering Available?</th>
<th>Y/N</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept of Fish and Wildlife</td>
<td>Olympia Node</td>
<td>10Mb</td>
<td>BP4B4</td>
<td>$621.00</td>
<td>$50.00</td>
<td>$600.00</td>
<td>Y</td>
<td>Y/N</td>
</tr>
<tr>
<td>375 Hudson ST</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Port Townsend, WA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>98368</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*EZI NRC Charges of $1,358.40 outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

3. CHARGES. CTS will pay the following charges for Service:

Total Monthly Recurring Charge $671.00
Total Nonrecurring Charge $600.00

4. This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

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

APPROVED
Consolidated Technology Services

[Signature]

Authorized Signature

BRUCE SHURTZ
Name Typed or Printed

ASSISTANT DIRECTOR, T5D
Title

5/16/13
Date

APPROVED
Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries

[Susan Baker]

Authorized Signature

Susan Baker
Name Typed or Printed

Manager, Offer Management
Title

5/10/2013
Date
SITE AGREEMENT TO
CONTRACT NUMBER T11-PCH-529 FOR
ETHERNET TRANSPORT SERVICES

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries ("Contractor") and the State of Washington, Consolidated Technology Services ("CTS") for the provision of Ethernet Service ("Service").

1. TERM.
1.1 This Site Agreement is effective on the latest signature date and expires thirty-six (36) months from the date Service is available to CTS under this Site Agreement, as evidenced by Contractor's records ("Term").

2. INSTALLATION/LOCATION(S). Contractor's records will document the actual date of installation of the Ethernet connection(s) at the following service location(s):

<table>
<thead>
<tr>
<th>Location 1</th>
<th>Location 2</th>
<th>Connection Speed</th>
<th>USOC</th>
<th>MRC (each)</th>
<th>*NRC (each)</th>
<th>Rate Limiting/Bandwidth Metering Available?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chelan County CNTY0401 401 Washington, Wenatchee, WA 98801</td>
<td>Olympia Node</td>
<td>100Mb</td>
<td>NoaNet</td>
<td>$875.00</td>
<td>$0.00</td>
<td>Y</td>
</tr>
</tbody>
</table>

*E2I NRC Charges of SN/A outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

3. CHARGES. CTS will pay the following charges for Service:

- Total Monthly Recurring Charge $875.00
- Total Nonrecurring Charge $0.00

4. This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

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

APPROVED
Consolidated Technology Services

Authorized Signature

BRUCE SHURTZ
Name Typed or Printed

Assistant Director, TED

Title 5/23/13

Date

APPROVED
Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries

Authorized Signature

Susan Baker
Name Typed or Printed

Manager, Offer Management

Title 5/21/2013

Date
SITE AGREEMENT TO
CONTRACT NUMBER T11-PCH-529 FOR
ETHERNET TRANSPORT SERVICES

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries ("Contractor") and the State of Washington, Consolidated Technology Services ("CTS") for the provision of Ethernet Service ("Service").

1. TERM.
1.1 This Site Agreement is effective on the latest signature date and expires forty-eight (48) months from the date Service is available to CTS under this Site Agreement, as evidenced by Contractor's records ("Term").

2. INSTALLATION/LOCATION(S). Contractor's records will document the actual date of installation of the Ethernet connection(s) at the following service location(s):

<table>
<thead>
<tr>
<th>Location 1</th>
<th>Location 2</th>
<th>Connection Speed</th>
<th>USOC</th>
<th>MRC (each)</th>
<th>*NRC (each)</th>
<th>Rate Limiting/Bandwidth Metering Available?</th>
</tr>
</thead>
</table>
| Dept of Revenue  
1904 Humboldt St.  
Bellingham, WA  
98229 | Olympia Node | 100Mb | NoaNet | $1,125.00 | $3,125.00 | Y |

*EZI NRC Charges of $N/A outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

3. CHARGES. CTS will pay the following charges for Service:

- Total Monthly Recurring Charge $2,100.00
- Total Nonrecurring Charge $15,000.00

4. This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

The parties have read, understand and agree to all of the above terms and conditions of this Site Agreement and hereby execute and authorize this Site Agreement.
This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries ("Contractor") and the State of Washington, Consolidated Technology Services ("CTS") for the provision of Ethernet Service ("Service").

1. **TERM.**
   1.1 This Site Agreement is effective on the latest signature date and expires forty-eight (48) months from the date Service is available to CTS under this Site Agreement, as evidenced by Contractor’s records ("Term").

2. **INSTALLATION/LOCATION(S).** Contractor’s records will document the actual date of installation of the Ethernet connection(s) at the following service location(s):

<table>
<thead>
<tr>
<th>Location 1</th>
<th>Location 2</th>
<th>Connection Speed</th>
<th>USOC</th>
<th>MRC (each)</th>
<th>*NRC (each)</th>
<th>Rate Limiting/Bandwidth Metering Available?</th>
</tr>
</thead>
<tbody>
<tr>
<td>San Juan County</td>
<td>Olympia</td>
<td>100 Mbps</td>
<td>NoaNet</td>
<td>$1,650.00</td>
<td>$3,125.00</td>
<td>Y</td>
</tr>
<tr>
<td>350 Court Street</td>
<td>Node</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Friday Harbor, WA</td>
<td>98250</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*E/ZI NRC Charges of $N/A outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

3. **CHARGES.** CTS will pay the following charges for Service:

   Total Monthly Recurring Charge $1,650.00
   Total Nonrecurring Charge $3,125.00

4. This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

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

APPROVED
Consolidated Technology Services

Authorized Signature

Name Typed or Printed

Title

Date

APPROVED
Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries

Authorized Signature

Name Typed or Printed

Title

Date

OMR N58689
Contract Number: T11-PCH-529
Amendment 12-08

to

Contract Number T11-PCH-529

for

Secondary Transport Ethernet Services

In accordance with Provision 41 (Authority for Modifications and Amendments) and Provision 47(Assignment) of Contract Number T11-PCH-529 ("Contract"), this Amendment 12-08 is entered into by and between the Qwest Communications Company, LLC d/b/a CenturyLink QCC ("Vendor"), The Department of Information Services ("Assignor"), and Washington K-20 Network - Office of Financial Management ("Assignee").

The parties hereby agree to amend the Contract as follows:

1) This Amendment shall confirm the assignment and delegation of Supplemental Work Order S11-09 and S11-10 to Assignee of all rights, duties and obligations held by Assignor under the above referenced Contract pursuant to the Assignment attached as Schedule A, which is incorporated by reference. The parties agree this assignment will not substantially change Obligor’s duties or risk, is not prohibited by law, and is compliant with all express contractual provisions.

2) The parties agree to amend the Contract to modify the name of Qwest Communications Company, LLC formerly Qwest Communications Corporation (referred to as “Qwest” or “QCC”) to Qwest Communications Company, LLC d/b/a CenturyLink QCC (referred to as “CenturyLink”). All references to “Qwest” or “QCC” are hereby replaced with “CenturyLink.”

All other provisions of Contract Number T11-PCH-529, including previous amendments, if any, shall remain in full force and effect.

The signatories to this Amendment represent that they have the authority to bind their respective organizations to this Amendment.

This Amendment 12-08 shall be effective as of October 1, 2011.

Approved

State of Washington,
Department of Information Services

Signature

Print or Type Name

Title

Approved

Qwest Communications Company, LLC d/b/a CenturyLink QCC/Vendor

Signature

Print or Type Name

Manager Offer Management 07/15/13

Title

Date
Schedule A

ASSIGNMENT AGREEMENT

This Assignment Agreement is entered into by and between the Qwest Communications Company, LLC d/b/a CenturyLink QCC ("Vendor"), The Department of Information Services ("Assignor"), and Washington K-20 Network - Office of Financial Management ("Assignee") for the purpose of all contracts listed in Appendix A.

WHEREAS, the Washington State Legislature passed Engrossed Substitute Senate Bill 5931 (ESSB 5931) consolidating all or portions of the Washington State Department of Information Services, Department of Personnel, State Printer, General Administration and the Office of Financial Management;

WHEREAS, the authority and funding for those Agencies has been withdrawn effective October 1, 2011;

WHEREAS, the Washington State Legislature has created under ESSB 5931 which includes delegation of contracting authority, Washington K-20 Network - Office of Financial Management.

WHEREAS, Department of Information Services is assigning its rights and duties under the contracts listed in Appendix A to Washington K-20 Network - Office of Financial Management.

Assignor hereby relinquishes and assigns, transfers, and delegates to Assignee all rights, title, interest, benefits, duties and obligations held by Assignor under the Contract.

In consideration of the above, the parties agree that by this Amendment:

1. Assignor confirms the transfer of all its rights, title, interest, benefits, duties and obligations under the Contract to Assignee, and waives any claims and rights that it now has or in the future may have against Obligor in connection with the Contract.

2. Assignee hereby accepts the assignment and agrees to be bound by the term and conditions of the Contract. Assignee also assumes all obligations and liabilities of, and all claims against, Assignor under the Contract as if Assignee were the original party to the Contract. Assignee
warrants it is in a position and promises to fully perform all obligations that may exist under
the Contract.

3. Obligor recognizes Assignee as the Assignor’s successor in interest in and to the Contract.
Assignee by this Agreement becomes entitled to all of Assignor’s rights, titles, and interests in
and to the Contract(s) listed in Appendix A as if Assignee were the original party to the
Contract.

4. This assignment shall be binding upon and inure to the benefit of the parties, their successors
and assigns.

5. The parties hereby agree to delete all references to Department of Information Service in the
Contract(s) listed in Appendix A and replace them with Washington K-20 Network - Office of
Financial Management.

This Assignment shall be effective as of October 1, 2011.

Approved
State of Washington
Department of Information Services
Assignor

[Signature]
Print or Type Name: Christy Neubert
Title: Deputy Director
Date: 07/04/13

Approved
Assignee

[Signature]
Print or Type Name: William M. Schriner
Title: Manager Offer Management
Date: 07/15/13

Qwest Communications Company, LLC
d/b/a CenturyLink QCC
Vendor

[Signature]
Print or Type Name: Susan Baker
Title: Manager Offer Management
Date: 07/15/13

OMR # N60999
Appendix A

This Assignment applies to the following contract:

Contract Number & Assignment Clause Number

1. Supplemental Work Order S11-09 and Supplemental Work Order S11-10 to Contract T11-PCH-529 Assignment Clause Number 47
SITE AGREEMENT TO
CONTRACT NUMBER T11-PCH-529 FOR
ETHERNET TRANSPORT SERVICES

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries ("Contractor") and the State of Washington, Consolidated Technology Services ("CTS") for the provision of Ethernet Service ("Service").

1. TERM.
1.1 This Site Agreement is effective on the latest signature date and expires sixty (60) months from the date Service is available to CTS under this Site Agreement, as evidenced by Contractor's records ("Term").

2. INSTALLATION/LOCATION(S). Contractor's records will document the actual date of installation of the Ethernet connection(s) at the following service location(s):

<table>
<thead>
<tr>
<th>Location 1</th>
<th>Location 2</th>
<th>Connection Speed</th>
<th>USOC</th>
<th>MRC (each)</th>
<th>EVC MRC (each)</th>
<th>*NRC (each)</th>
<th>Rate Limiting/Bandwidth Metering Available?</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSHS 6123</td>
<td>Olympia Node</td>
<td>10 Mbps</td>
<td>BP4B4</td>
<td>$400.00</td>
<td>$50.00</td>
<td>$600.00</td>
<td>Y</td>
</tr>
</tbody>
</table>

*Ezi NRC Charges of $2,079.60 outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

3. CHARGES. CTS will pay the following charges for Service:

- Total Monthly Recurring Charge $450.00
- Total Nonrecurring Charge $600.00

4. This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

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

APPROVED
Consolidated Technology Services

[Signature]
Molly O'Donnell
Authorized Signature
Name Typed or Printed
Title Asst Director, TS/D/ETS
Date 9/4/13

APPROVED
Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries

[Signature]
Susan Baker
Authorized Signature
Name Typed or Printed
Title Manager, Offer Management
Date 8/29/2013
SITE AGREEMENT TO
CONTRACT NUMBER T11-PCH-529 FOR
ETHERNET TRANSPORT SERVICES

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the 
"Contract") by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries 
("Contractor") and the State of Washington, Consolidated Technology Services ("CTS") for the provision of Ethernet Service ("Service").

1. TERM.
1.1 This Site Agreement is effective on the latest signature date and expires forty-eight (48) months from the date Service is available to CTS under this Site Agreement, as evidenced by Contractor's records ("Term").

2. INSTALLATION/LOCATION(S). Contractor's records will document the actual date of installation of the Ethernet connection(s) at the following service location(s):

<table>
<thead>
<tr>
<th>Location 1</th>
<th>Location 2</th>
<th>Connection Speed</th>
<th>USOC</th>
<th>MRC (each)</th>
<th>*NRC (each)</th>
<th>Rate Limiting/Bandwidth Metering Available?</th>
</tr>
</thead>
<tbody>
<tr>
<td>DFW Omak</td>
<td>Olympia</td>
<td>10Mb</td>
<td>NoaNet</td>
<td>$250.00</td>
<td>$0.00</td>
<td>Y</td>
</tr>
<tr>
<td>640 Jasmine Street Omak, WA 98841 Node</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*EZI NRC Charges of $0 outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

3. CHARGES. CTS will pay the following charges for Service:

- Total Monthly Recurring Charge $250
- Total Nonrecurring Charge $0

4. This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

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

APPROVED
Consolidated Technology Services

Molly O'Donnell
Authorized Signature
Name Typed or Printed
Title
Date

11-18-13

APPROVED
Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries

Susan Baker
Authorized Signature
Name Typed or Printed
Title
Date

November 12, 2013
SITE AGREEMENT TO
CONTRACT NUMBER T11-PCH-529 FOR
ETHERNET TRANSPORT SERVICES

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries ("Contractor") and the State of Washington, Consolidated Technology Services ("CTS") for the provision of Ethernet Service ("Service").

1. TERM.
1.1 This Site Agreement is effective on the latest signature date and expires forty-eight (48) months from the date Service is available to CTS under this Site Agreement, as evidenced by Contractor's records ("Term").

2. INSTALLATION/LOCATION(S). Contractor's records will document the actual date of installation of the Ethernet connection(s) at the following service location(s):

<table>
<thead>
<tr>
<th>Location 1</th>
<th>Location 2</th>
<th>Connection Speed</th>
<th>USOC</th>
<th>MRC (each)</th>
<th>EVC MRC (each)</th>
<th>*NRC (each)</th>
<th>Rate Limiting/Bandwidth Metering Available?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gambling Commission 4301 S. Pine St. Suite 307</td>
<td>Olympia Node</td>
<td>10 Mbps</td>
<td>BP4B4</td>
<td>$440.00</td>
<td>$50.00</td>
<td>$0.00</td>
<td>Y</td>
</tr>
</tbody>
</table>

*EZI NRC Charges of $2,476.80 outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

3. CHARGES. CTS will pay the following charges for Service:

- Total Monthly Recurring Charge $490.00
- Total Nonrecurring Charge $ 0.00

4. This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

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

APPROVED
Consolidated Technology Services

Authorized Signature
Molly O'Donnelly
Name Typed or Printed
Asset Director
Title
11-19-13
Date

APPROVED
Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries

Authorized Signature
Constantine N. Gartelos
Name Typed or Printed
Manager, Offer Management
Title
11/6/2013
Date

OMR N64752
Contract Number: T11-PCH-529
SITE AGREEMENT TO
CONTRACT NUMBER T11-PCH-529 FOR
ETHERNET TRANSPORT SERVICES

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries ("Contractor") and the State of Washington, Consolidated Technology Services ("CTS") for the provision of Ethernet Service ("Service").

1. TERM.

1.1 This Site Agreement is effective on the latest signature date and expires sixty (60) months from the date Service is available to CTS under this Site Agreement, as evidenced by Contractor's records ("Term").

2. INSTALLATION/LOCATION(S). Contractor’s records will document the actual date of installation of the Ethernet connection(s) at the following service location(s):

<table>
<thead>
<tr>
<th>Location 1</th>
<th>Location 2</th>
<th>Connection Speed</th>
<th>USOC</th>
<th>MRC (each)</th>
<th>*NRC (each)</th>
<th>Rate Limiting/Bandwidth Metering Available?</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSHS 3011</td>
<td>Olympia</td>
<td>100Mb</td>
<td>NoaNet</td>
<td>$420.00</td>
<td>$0.00</td>
<td>Y</td>
</tr>
<tr>
<td>900 College Way Mt. Vernon, WA 98273 Node</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*EZI NRC Charges of N/A outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

3. CHARGES. CTS will pay the following charges for Service:

- Total Monthly Recurring Charge: $420.00
- Total Nonrecurring Charge: $0.00

4. This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

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

APPROVED
Consolidated Technology Services

Authorized Signature
Molly O'Donnell
Name Typed or Printed
Asst. Director
Title
11-18-13
Date

APPROVED
Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries

Authorized Signature
Susan Baker
Name Typed or Printed
Manager, Offer Management
Title
11/12/2013
Date
SITE AGREEMENT TO  
CONTRACT NUMBER T11-PCH-529 FOR  
ETHERNET TRANSPORT SERVICES

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries ("Contractor") and the State of Washington, Consolidated Technology Services ("CTS") for the provision of Ethernet Service ("Service").

1. TERM.
   1.1 This Site Agreement is effective on the latest signature date and expires twenty-four (24) months from the date Service is available to CTS under this Site Agreement, as evidenced by Contractor's records ("Term").

2. INSTALLATION/LOCATION(S). Contractor's records will document the actual date of installation of the Ethernet connection(s) at the following service location(s):

<table>
<thead>
<tr>
<th>Location 1</th>
<th>Location 2</th>
<th>Connection Speed</th>
<th>USOC</th>
<th>MRC (each)</th>
<th>&quot;NRC&quot; (each)</th>
<th>Rate Limiting/Bandwidth Metering Available?</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSHS 1017</td>
<td>Olympia</td>
<td>100Mb</td>
<td>NoaNet</td>
<td>$420.00</td>
<td>$0.00</td>
<td>Y</td>
</tr>
<tr>
<td>8517 E. Trent Ave., Spokane, WA 99212</td>
<td>Node</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*EZI NRC Charges of N/A outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

3. CHARGES. CTS will pay the following charges for Service:
   
   Total Monthly Recurring Charge $420.00
   Total Nonrecurring Charge $ 0.00

4. This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

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

APPROVED
Consolidated Technology Services

Molly O'Donnell
Authorized Signature
Molly O'Donnell
Name Typed or Printed

Asst. Director
Title
11-18-13
Date

APPROVED
Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries

Susan Baker
Authorized Signature
Susan Baker
Name Typed or Printed

Manager, Offer Management
Title
11/12/2013
Date
AMENDMENT ONE TO SITE AGREEMENT S13.56 -
CONTRACT NUMBER T11-PCH-529 FOR
ETHERNET TRANSPORT SERVICES

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries ("Contractor") and the State of Washington, Consolidated Technology Services ("CTS") for the provision of Ethernet Service ("Service").

1. MODIFICATION: CenturyLink and customer wish to Amend the Agreement as shown below.

1.1 This Site Agreement is effective on the latest signature date and expires forty-eight (48) months from the date Service is available to CTS under this Site Agreement, as evidenced by Contractor’s records ("Term").

2. INSTALLATION/LOCATION(S). Contractor’s records will document the actual date of installation of the Ethernet connection(s) at the following service location(s):

<table>
<thead>
<tr>
<th>Location 1</th>
<th>Location 2</th>
<th>Connection Speed</th>
<th>USOC</th>
<th>MRC (each)</th>
<th>EVC MRC (each)</th>
<th>*NRC (each)</th>
<th>Rate Limiting/Bandwidth Metering Available?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept of Fish and Wildlife</td>
<td>Olympia</td>
<td>10Mb</td>
<td>NoaNet (changed to NoaNet)</td>
<td>$671.00</td>
<td>$0 (N/A)</td>
<td>$600.00</td>
<td>Y</td>
</tr>
<tr>
<td>375 Hudson Street</td>
<td>Node</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Port Townsend, WA 98368</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*EZI NRC Charges of $1,358.40 outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

3. CHARGES. CTS will pay the following charges for Service:

   - Total Monthly Recurring Charge $671.00
   - Total Nonrecurring Charge $600.00

4. This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

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

APPROVED
Consolidated Technology Services

[Signature]
Molly O'Donnell
Authorized Signature
Name Typed or Printed
Asst Director
Title
11/20/13
Date

APPROVED
Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries

[Signature]
Susan Baker
Authorized Signature
Name Typed or Printed
Manager Offer Management
Title
11/14/2013
Date

OMR N67976
Contract Number: T11-PCH-529
Amendment Number 10
to
Contract Number T11-PCH-529
for Secondary Transport Ethernet Services

In accordance with Provision 41 (Authority of Modifications and Amendments) of Contract Number T11-PCH-529 ("Contract"), this Amendment Number 10 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and Qwest Communications Company, LLC d/b/a/ CenturyLink QCC, including its subsidiaries ("Contractor").

The purpose of this Amendment is to extend the term of the Contract.

The parties hereby agree to amend the Contract as follows:

5. Contractor and CTS hereby agree to extend the term of the Contract from June 30, 2014 through June 30, 2015.

All other provisions of Contract Number T11-PCH-529 shall remain in full force and effect.

This Amendment 10 shall be effective on the date of last signature below.

In witness thereof, the parties have signed below.

Approved
State of Washington
Consolidated Technology Services

[Signature]
Molly A. O'Donnell
Print or Type Name
Asst. Director 12/16/13
Title Date

Approved
Qwest Communications Company, LLC d/b/a CenturyLink QCC, including its subsidiaries

[Signature]
Susan Baker
Print or Type Name
Manager, Offer Mgmt 12/12/2013
Title Date

State of Washington
Consolidated Technology Services

N70509

Contract Number T11-PCH-529
Amendment Number 10
SITE AGREEMENT TO
CONTRACT NUMBER T11-PCH-529 FOR
ETHERNET TRANSPORT SERVICES

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries ("Contractor") and the State of Washington, Consolidated Technology Services ("Customer") for the provision of Ethernet Service ("Service").

1. TERM.
1.1 This Site Agreement is effective on the latest signature date and expires sixty (60) months from the date Service is available to Customer under this Site Agreement, as evidenced by Contractor's records ("Term").

2. INSTALLATION/LOCATION(S). Contractor's records will document the actual date of installation of the Ethernet connection(s) at the following service location(s):

<table>
<thead>
<tr>
<th>Site Name</th>
<th>Location (Address/City/State)</th>
<th>Connection Speed</th>
<th>USOC</th>
<th>MRC (each)</th>
<th>*NRC (each)</th>
<th>Rate Limiting/Band width Metering Available?</th>
</tr>
</thead>
<tbody>
<tr>
<td>State Data Center</td>
<td>532 16th Avenue</td>
<td>10 Gigabit</td>
<td>NoaNet</td>
<td>$35,000.00</td>
<td>$0.00</td>
<td>Y</td>
</tr>
</tbody>
</table>

*EZI NRC Charges of $0/A outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

3. CHARGES. Customer will pay the following charges for Service:

   Total Monthly Recurring Charge $35,000.00
   Total Nonrecurring Charge $0.00

4. This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

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

APPROVED
Consolidated Technology Services

Authorized Signature
Molly O'Donnell

Name Typed or Printed
Asst. Director

Date 12/23/13

APPROVED
Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries

Authorized Signature
Susan Baker

Name Typed or Printed
Manager Offer Management

Title

Date December 11, 2013
SITE AGREEMENT TO
CONTRACT NUMBER T11-PCH-529 FOR
ETHERNET TRANSPORT SERVICES

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries ("Contractor") and the State of Washington, Consolidated Technology Services ("CTS") for the provision of Ethernet Service ("Service").

1. TERM.
1.1 This Site Agreement is effective on the latest signature date and expires sixty (60) months from the date Service is available to CTS under this Site Agreement, as evidenced by Contractor's records ("Term").

2. INSTALLATION/LOCATION(S). Contractor's records will document the actual date of installation of the Ethernet connection(s) at the following service location(s):

<table>
<thead>
<tr>
<th>Site Name</th>
<th>Location</th>
<th>Connection Speed</th>
<th>USOC</th>
<th>MRC (each)</th>
<th>*NRC (each)</th>
<th>Rate Limiting/Bandwidth Metering Available?</th>
</tr>
</thead>
<tbody>
<tr>
<td>State Data Center</td>
<td>532 16th Ave SE</td>
<td>10 Gbps</td>
<td>BP7J5</td>
<td>$6,800.00</td>
<td>$7,500.00</td>
<td>Y</td>
</tr>
<tr>
<td>Olympia, WA 98504</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*EZI NRC Charges of $N/A outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

3. CHARGES. CTS will pay the following charges for Service:

- Total Monthly Recurring Charge $6,800.00
- Total Nonrecurring Charge $7,500.00

4. This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

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

APPROVED Consolidated Technology Services

Authorized Signature
Molly O'Donnell
Name Typed or Printed
Asst. Director
Title
Date 8/13/14

APPROVED Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries

Authorized Signature
Susan Baker
Name Typed or Printed
Manager, Offer Management
Title
Date 2/10/2014
SITE AGREEMENT TO
CONTRACT NUMBER T11-PCH-529 FOR
ETHERNET TRANSPORT SERVICES

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries ("Contractor") and the State of Washington, Consolidated Technology Services ("CTS") for the provision of Ethernet Service ("Service").

1. TERM.
1.1 This Site Agreement is effective on the latest signature date and expires sixty (60) months from the date Service is available to CTS under this Site Agreement, as evidenced by Contractor's records ("Term").

2. INSTALLATION/LOCATION(S). Contractor's records will document the actual date of installation of the Ethernet connection(s) at the following service location(s):

<table>
<thead>
<tr>
<th>Site Name</th>
<th>Location (Address/City/State)</th>
<th>Connection Speed</th>
<th>USOC</th>
<th>MRC (each)</th>
<th>*NRC (each)</th>
<th>Rate Limiting/Bandwidth Metering Available?</th>
</tr>
</thead>
<tbody>
<tr>
<td>State Data Center</td>
<td>532 16th Ave SE Olympia, WA 98504</td>
<td>10 Gbps</td>
<td>BP7JS</td>
<td>$6,800.00</td>
<td>$7,500.00</td>
<td>Y</td>
</tr>
</tbody>
</table>

*EZI! NRC Charges of $N/A outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

3. CHARGES. CTS will pay the following charges for Service:
   - Total Monthly Recurring Charge: $6,800.00
   - Total Nonrecurring Charge: $7,500.00

4. This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

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

APPROVED
Consolidated Technology Services

Molly O'Donnell
Authorized Signature
Name Typed or Printed
Asst Director
Title
Date 1/13/14

APPROVED
Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries

Susan Baker
Authorized Signature
Name Typed or Printed
Manager, Offer Management
Title
Date 2/10/2014

SITE AGREEMENT TO  
CONTRACT NUMBER T11-PCH-529 FOR  
ETHERNET TRANSPORT SERVICES

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries ("Contractor") and the State of Washington, Consolidated Technology Services ("CTS") for the provision of Ethernet Service ("Service"). These sites were awarded from CTS RFO #T14-RFQ-019.

1. TERM.
1.1 This Site Agreement is effective on the latest signature date and expires thirty-six (36) months from the date Service is available to CTS under this Site Agreement, as evidenced by Contractor’s records ("Term”).

2. INSTALLATION/LOCATION(S).
A. Contractor’s records will document the actual date of installation of the CenturyLink/NoaNet Ethernet connection(s) at the following service location(s):

<table>
<thead>
<tr>
<th>Location 1</th>
<th>Location 2</th>
<th>Connection Speed</th>
<th>USOC</th>
<th>MRC (each)</th>
<th>*NRC (each)</th>
<th>Rate Limiting/Bandwidth Metering Available?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept of Licensing</td>
<td>Olympia</td>
<td>10Mb</td>
<td>NoaNet</td>
<td>$756</td>
<td>$0</td>
<td>Y</td>
</tr>
<tr>
<td>145 Jade St</td>
<td>Node</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Walla Walla, WA 99362</td>
<td>SWO # S-11</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dept of Licensing</td>
<td>Olympia</td>
<td>10Mb</td>
<td>NoaNet</td>
<td>$756</td>
<td>$0</td>
<td>Y</td>
</tr>
<tr>
<td>421 5th Ave.</td>
<td>Node</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Forks, WA 98331</td>
<td>SWO # S-11</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dept of Licensing</td>
<td>Olympia</td>
<td>10Mb</td>
<td>NoaNet</td>
<td>$756</td>
<td>$0</td>
<td>Y</td>
</tr>
<tr>
<td>511 Park St</td>
<td>Node</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Davenport, WA 99122</td>
<td>SWO # S-11</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Ezi NRC Charges of $N/A outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

B. Contractor’s records will document the actual date of installation of the CenturyLink Metro Ethernet connection(s) at the following service location(s):

<table>
<thead>
<tr>
<th>Location 1</th>
<th>Location 2</th>
<th>Connection Speed</th>
<th>USOC</th>
<th>MRC (each)</th>
<th>EVC MRC (each) *NRC (each)</th>
<th>Rate Limiting/Bandwidth Metering Available?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept of Licensing</td>
<td>Olympia</td>
<td>10Mb</td>
<td>BP3B3</td>
<td>$465</td>
<td>$50</td>
<td>$0 Y</td>
</tr>
<tr>
<td>1000 2nd Ave</td>
<td>Node</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Seattle, WA 98104</td>
<td>SWO # S-13</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dept of Licensing</td>
<td>Olympia</td>
<td>10Mb</td>
<td>BP3B3</td>
<td>$465</td>
<td>$50</td>
<td>$0 Y</td>
</tr>
<tr>
<td>13133 Bellevue Redmond Rd</td>
<td>Node</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bellevue, WA 98005</td>
<td>SWO # S-13</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dept of Licensing</td>
<td>Olympia</td>
<td>10Mb</td>
<td>BP3B3</td>
<td>$465</td>
<td>$50</td>
<td>$0 Y</td>
</tr>
<tr>
<td>1314 Union Ave NE</td>
<td>Node</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Renton, WA 98059</td>
<td>SWO # S-13</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dept of Licensing</td>
<td>Olympia</td>
<td>10Mb</td>
<td>BP3B3</td>
<td>$465</td>
<td>$50</td>
<td>$0 Y</td>
</tr>
<tr>
<td>1617 S. 324th St</td>
<td>Node</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Federal Way, WA 98003</td>
<td>SWO # S-13</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dept of Licensing</td>
<td>Olympia</td>
<td>10Mb</td>
<td>BP3B3</td>
<td>$465</td>
<td>$50</td>
<td>$0 Y</td>
</tr>
<tr>
<td>2000 4th Ave W</td>
<td>Node</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Olympia, WA 98502</td>
<td>SWO # S-13</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dept of Licensing</td>
<td>Olympia</td>
<td>10Mb</td>
<td>BP3B3</td>
<td>$465</td>
<td>$50</td>
<td>$0 Y</td>
</tr>
<tr>
<td>228 W 1st St.</td>
<td>Node</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Port Angeles, WA 98362</td>
<td>SWO # S-13</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dept of Licensing 2300 S. Park Ave Port Townsend, WA 98368</td>
<td>Olympia Node SWO # S-13</td>
<td>10Mb BP3B3</td>
<td>$465</td>
<td>$50</td>
<td>$0</td>
<td>Y</td>
</tr>
<tr>
<td>-----------------</td>
<td>--------------------------</td>
<td>------------</td>
<td>--------</td>
<td>-----</td>
<td>-----</td>
<td>---</td>
</tr>
<tr>
<td>Dept of Licensing 2502 112th St E Tacoma, WA 98445</td>
<td>Olympia Node SWO # S-13</td>
<td>10Mb BP3B3</td>
<td>$465</td>
<td>$50</td>
<td>$0</td>
<td>Y</td>
</tr>
<tr>
<td>Dept of Licensing 2511 Olympic Hwy N Shelton, WA 98584</td>
<td>Olympia Node SWO # S-13</td>
<td>10Mb BP3B3</td>
<td>$465</td>
<td>$50</td>
<td>$0</td>
<td>Y</td>
</tr>
<tr>
<td>Dept of Licensing 25410 74th Ave S Kent, WA 98032</td>
<td>Olympia Node SWO # S-13</td>
<td>10Mb BP3B3</td>
<td>$465</td>
<td>$50</td>
<td>$0</td>
<td>Y</td>
</tr>
<tr>
<td>Dept of Licensing 320 N 85th St Seattle, WA 98103</td>
<td>Olympia Node SWO # S-13</td>
<td>10Mb BP3B3</td>
<td>$465</td>
<td>$50</td>
<td>$0</td>
<td>Y</td>
</tr>
<tr>
<td>Dept of Licensing 4180 Cordata Pkwy Bellingham, WA 98226</td>
<td>Olympia Node SWO # S-13</td>
<td>10Mb BP3B3</td>
<td>$465</td>
<td>$50</td>
<td>$0</td>
<td>Y</td>
</tr>
<tr>
<td>Dept of Licensing 6402 Yakima Ave Tacoma, WA 98408</td>
<td>Olympia Node SWO # S-13</td>
<td>10Mb BP3B3</td>
<td>$465</td>
<td>$50</td>
<td>$0</td>
<td>Y</td>
</tr>
<tr>
<td>Dept of Licensing 735 River Rd Puyallup, WA 98371</td>
<td>Olympia Node SWO # S-13</td>
<td>10Mb BP3B3</td>
<td>$465</td>
<td>$50</td>
<td>$0</td>
<td>Y</td>
</tr>
<tr>
<td>Dept of Licensing 8830 25th Ave SW Seattle, WA 98106</td>
<td>Olympia Node SWO # S-13</td>
<td>10Mb BP3B3</td>
<td>$465</td>
<td>$50</td>
<td>$0</td>
<td>Y</td>
</tr>
</tbody>
</table>

*E2I NRC Charges of $2,015 per site outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

3. **CHARGES.** CTS will pay the following charges for Service:

   Total Monthly Recurring Charge $9,993.00
   Total Nonrecurring Charge $ 0.00

4. This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

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

**APPROVED**

Consolidated Technology Services

Authorized Signature  
Molly O'Donnell

Name Typed or Printed

Manager, Offer Management

Title  
2/12/2014

Date
SITE AGREEMENT TO
CONTRACT NUMBER T11-PCH-529 FOR
ETHERNET TRANSPORT SERVICES

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries ("Contractor") and the State of Washington, Consolidated Technology Services ("CTS") for the provision of Ethernet Service ("Service"). These sites were awarded from CTS RFO #T14-RFO-013.

1. TERM.
1.1 This Site Agreement is effective on the latest signature date and expires forty-eight (48) months from the date Service is available to CTS under this Site Agreement, as evidenced by Contractor's records ("Term").

2. INSTALLATION/LOCATION(S).
A. Contractor's records will document the actual date of installation of the CenturyLink/NoaNet Ethernet connection(s) at the following service location(s):

<table>
<thead>
<tr>
<th>Location 1</th>
<th>Location 2</th>
<th>Connection Speed</th>
<th>USOC</th>
<th>MRC (each)</th>
<th>*NRC (each)</th>
<th>Rate Limiting/Bandwidth Metering Available? Y/N</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept of Corrections 1801 Grove St Marysville, WA 98270</td>
<td>Olympia Node SWO #S-11</td>
<td>100Mb</td>
<td>NoaNet</td>
<td>$420</td>
<td>$0</td>
<td>Y</td>
</tr>
<tr>
<td>Dept of Corrections 18710 33rd Ave W Lynnwood, WA 98037</td>
<td>Olympia Node SWO #S-11</td>
<td>100Mb</td>
<td>NoaNet</td>
<td>$420</td>
<td>$0</td>
<td>Y</td>
</tr>
<tr>
<td>Dept of Corrections 707 2nd St Mount Vernon, WA 98273</td>
<td>Olympia Node SWO #S-11</td>
<td>100Mb</td>
<td>NoaNet</td>
<td>$420</td>
<td>$0</td>
<td>Y</td>
</tr>
<tr>
<td>Dept of Corrections 712 N 4th Ave Pasco, WA 99301</td>
<td>Olympia Node SWO #S-11</td>
<td>100Mb</td>
<td>NoaNet</td>
<td>$420</td>
<td>$0</td>
<td>Y</td>
</tr>
</tbody>
</table>

*E2I NRC Charges of $/N/A outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

B. Contractor’s records will document the actual date of installation of the CenturyLink Metro Ethernet connection(s) at the following service location(s):

<table>
<thead>
<tr>
<th>Location 1</th>
<th>Location 2</th>
<th>Connection Speed</th>
<th>USOC</th>
<th>MRC (each)</th>
<th>EVC MRC (each)</th>
<th>*NRC (each)</th>
<th>Rate Limiting/Bandwidth Metering Available? Y/N</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept of Corrections 1014 Bay St Port Orchard, WA 98366</td>
<td>Olympia Node SWO #S-13</td>
<td>100Mb</td>
<td>BP4L4</td>
<td>$850</td>
<td>$50</td>
<td>$0</td>
<td>Y</td>
</tr>
<tr>
<td>Dept of Corrections 10918 Bridgeport Way SW Lakewood, WA 98499</td>
<td>Olympia Node SWO #S-13</td>
<td>100Mb</td>
<td>BP4L4</td>
<td>$810</td>
<td>$50</td>
<td>$0</td>
<td>Y</td>
</tr>
<tr>
<td>Dept of Corrections 1107 SW Grady Way Renton, WA 98057</td>
<td>Olympia Node SWO #S-13</td>
<td>100Mb</td>
<td>BP4L4</td>
<td>$810</td>
<td>$50</td>
<td>$0</td>
<td>Y</td>
</tr>
<tr>
<td>Dept of Corrections 1522 Cornwall Ave, Bellingham, WA 98225</td>
<td>Olympia Node SWO #S-13</td>
<td>100Mb</td>
<td>BP4L4</td>
<td>$850</td>
<td>$50</td>
<td>$0</td>
<td>Y</td>
</tr>
<tr>
<td>Dept of Corrections 23 148th Ave SE Bellevue, WA 98007</td>
<td>Olympia Node SWO #S-13</td>
<td>100Mb</td>
<td>BP4L4</td>
<td>$810</td>
<td>$50</td>
<td>$0</td>
<td>Y</td>
</tr>
<tr>
<td>Dept of Corrections</td>
<td>Olympia</td>
<td>Node</td>
<td>SWO #S-13</td>
<td>100Mb</td>
<td>BP4L4</td>
<td>$810</td>
<td>$50</td>
</tr>
<tr>
<td>-----------------------------</td>
<td>-----------</td>
<td>------</td>
<td>-----------</td>
<td>-------</td>
<td>-------</td>
<td>------</td>
<td>------</td>
</tr>
<tr>
<td>5002 Kitsap Way</td>
<td>Bremerton, WA 98312</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dept of Corrections</td>
<td>Olympia</td>
<td>Node</td>
<td>SWO #S-13</td>
<td>100Mb</td>
<td>BP4L4</td>
<td>$850</td>
<td>$50</td>
</tr>
<tr>
<td>507 N 4th St</td>
<td>Shelton, WA 98584</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dept of Corrections</td>
<td>Olympia</td>
<td>Node</td>
<td>SWO #S-13</td>
<td>100Mb</td>
<td>BP4L4</td>
<td>$810</td>
<td>$50</td>
</tr>
<tr>
<td>810 Virginia St</td>
<td>Seattle, WA 98101</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dept of Corrections</td>
<td>Olympia</td>
<td>Node</td>
<td>SWO #S-13</td>
<td>100Mb</td>
<td>BP4L4</td>
<td>$810</td>
<td>$50</td>
</tr>
<tr>
<td>9620 Stone Ave N</td>
<td>Seattle, WA 98103</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Ezi NRC Charges per site outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately. The rates per site are as follows:

1014 Bay St, Port Orchard, WA 98366 - $2152.80
10918 Bridgeport Way SW, Lakewood, WA 98499 - $2510.40
1107 SW Grady Way, Renton, WA 98057 - $1500
1522 Cornwall Ave, Bellingham, WA 98225 - $1500
23 148th SE, Bellevue, WA 98007 - $1977.60
5002 Kitsap Way, Bremerton, WA 98312 - $2047.20
507 N 4th St, Shelton, WA 98584 - $1405.20
810 Virginia St, Seattle, WA 98101 - $975
9620 Stone Ave N, Seattle, WA 98103 - $2776.80

3. **CHARGES.** CTS will pay the following charges for Service:

   Total Monthly Recurring Charge  $9,540.00
   Total Nonrecurring Charge  $ 0.00

4. This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

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

**APPROVED**

**Consolidated Technology Services**

**APPROVED**

**Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries**

*Authorized Signature*  
Molly O’Donnell
Name Typed or Printed

*Manager, Offer Management*

Title

Date 2/12/14
Supplemental Work Order 14
To
Contract T11-PCH-529
For
Secondary Transport Ethernet Services

This Supplemental Work Order 14 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and *Qwest Communications Company, LLC.*, d/b/a *CenturyLink QCC including its subsidiaries* ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

**Recitals**

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this SWO have the meanings ascribed to them in the Contract.

1. **Definitions**
   In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:
   
   "**Secondary Transport Ethernet Contract**" shall mean that contract for Ethernet Services between Contractor and CTS, with reference number T11-PCH-529
   
   "**Minimum Service Commitment**" shall mean the minimum period in which Purchasers agree to keep circuits in service.
   
   "**Node Router**" shall mean Customer Router to which Contractor delivers an aggregated bundle of VLANS.
   
   "**Service Installation Date**" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. **Term:**
   This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a five (5) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. **Incorporation of the Contract:**
   The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.
4. **Service Delivery Locations.**

Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

5. **Service Order and Installation**

Contractor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist and wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. **Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for the Service. The list of circuits covered by this SWO is incorporated by reference and attached hereto.

7. **Termination Liability**

As the sole and exclusive remedy for termination of any Services, or bandwidth decreases below the original contracted level (“decreased bandwidth”) prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus

- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.
8. **Service Interface & Termination Requirements**

Contractor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

9. **Management VLANs**

Contractor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Contractor is providing only a single VLAN to CTS, Contractor may satisfy this requirement by providing an additional port on the existing VLAN.

10. **SNMP Access**

Contractor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

_In Witness Whereof_, the parties hereto, having read this SWO 14 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

---

**Approved**

State of Washington  
Consolidated Technology Services

<table>
<thead>
<tr>
<th>Signature</th>
<th>Print or Type Name</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Signature] Mollie O'Donnell</td>
<td>[Print or Type Name] Asst Director</td>
<td>3/19/14</td>
<td></td>
</tr>
</tbody>
</table>

**Approved**

Qwest Communications Company LLC., d/b/a CenturyLink QCC including its subsidiaries

<table>
<thead>
<tr>
<th>Signature</th>
<th>Print or Type Name</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Signature] Susan Baker</td>
<td>[Print or Type Name] Manager, Offer Management</td>
<td>3/6/2014</td>
<td></td>
</tr>
</tbody>
</table>

---

NSP 75785  
State of Washington  
Consolidated Technology Services  
Secondary Transport Ethernet Services  
Contract # T11-PCH-529
<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>Taxes</th>
<th>NRC</th>
<th>Taxes</th>
<th>DMARC</th>
<th>Trunk Circuit</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSHS6052</td>
<td>64 Main St 1st Floor</td>
<td>Cathlamet</td>
<td>Olympia</td>
<td>10</td>
<td>$672.00</td>
<td>$43.68</td>
<td>$3,000.00</td>
<td>$195.00</td>
<td>$1,800.00</td>
<td>SWO 11</td>
</tr>
<tr>
<td>DSHS6053</td>
<td>205 S Columbus Court House</td>
<td>Goldendale</td>
<td>Olympia</td>
<td>10</td>
<td>$672.00</td>
<td>$43.68</td>
<td>$4,800.00</td>
<td>$312.00</td>
<td>$1,800.00</td>
<td>SWO 11</td>
</tr>
</tbody>
</table>
Supplemental Work Order 15
To
Contract T11-PCH-529
For
Secondary Transport Ethernet Services

This Supplemental Work Order 15 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Qwest Communications Company, LLC, d/b/a CenturyLink QCC including its subsidiaries ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this SWO have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Contractor and CTS, with reference number T11-PCH-529

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which Contractor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a five (5) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.
4. Service Delivery Locations.
Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

5. Service Order and Installation
Contractor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist and wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. Term of Service – Individual Circuits
Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for the Service. The list of circuits covered by this SWO is incorporated by reference and attached hereto.

7. Termination Liability
As the sole and exclusive remedy for termination of any Services, or bandwidth decreases below the original contracted level (“decreased bandwidth”) prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus

- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.
8. Service Interface & Termination Requirements
Contractor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

9. Management VLANs
Contractor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Contractor is providing only a single VLAN to CTS, Contractor may satisfy this requirement by providing an additional port on the existing VLAN.

10. SNMP Access
Contractor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchaser with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

In Witness Whereof, the parties hereto, having read this SWO 15 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

[Signature]

Molly A. O'Donnell

[Print or Type Name]
Asst Director 3/19/14

[Title] [Date]

Approved

Qwest Communications Company LLC, d/b/a CenturyLink QCC including its subsidiaries

[Signature]

Susan Baker

[Print or Type Name]
Manager, Offer Management 3/6/2014

[Title] [Date]
### Attachment 1

**SWO 15**

**T14-RFQ-022**

Secondary Ethernet Site List

Qwest Communications Company, LLC d/b/a CenturyLink QCC
including its subsidiaries

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>Taxes</th>
<th>NRC</th>
<th>Taxes</th>
<th>DMARC</th>
<th>Trunk</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSHS 1031</td>
<td>S 298 Main Ste 204 Town Center Bldg</td>
<td>Colville</td>
<td>Olympia</td>
<td>10</td>
<td>$672.00</td>
<td>$43.68</td>
<td>$10,824.00</td>
<td>$703.56</td>
<td>$1,800.00</td>
<td>$157.50</td>
</tr>
<tr>
<td>DSHS 1038</td>
<td>450 Logan Courthouse 3rd Fl</td>
<td>Davenport</td>
<td>Olympia</td>
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<td>$672.00</td>
<td>$43.68</td>
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<td>$1,800.00</td>
<td>$157.50</td>
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<td>DSHS 2010</td>
<td>135 2nd St Ste 210</td>
<td>Asotin</td>
<td>Olympia</td>
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<td>(*) DSHS 5012</td>
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<td></td>
<td>$11,976.00</td>
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<td>(*) DSHS 5036</td>
<td>3888 Randall Way</td>
<td>Silverdale</td>
<td>Olympia</td>
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<td></td>
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<td>11 Youth Camp Lane HCR 78 Box 200</td>
<td>Naselle</td>
<td>Olympia</td>
<td>100</td>
<td>$1218.00</td>
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<td>(*) DSHS 6051</td>
<td>1820 Jefferson 3rd Floor</td>
<td>Port Townsend</td>
<td>Olympia</td>
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<td>$440.00</td>
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<td></td>
<td></td>
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<td>(*) DSHS 6055</td>
<td>618 S Peabody Ste G</td>
<td>Port Angeles</td>
<td>Olympia</td>
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<td></td>
<td></td>
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</tbody>
</table>

(*) VLAN MRC: $50.00
AMENDMENT ONE TO THE SITE AGREEMENT TO
CONTRACT NUMBER T11-PCH-529 FOR
ETHERNET TRANSPORT SERVICES

This Amendment ("Amendment") is to the Site Agreement ("Site Agreement"), Pramata ID #846909, Contract # S-12, to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries ("Contractor") and the State of Washington, Consolidated Technology Services ("Customer" or "CTS") for the provision of Ethernet Service ("Service"). Except as set forth in this Amendment, capitalized terms will have the definitions assigned to them in the Agreement.

CenturyLink and CTS wish to amend the Site Agreement as follows:

1. The Services outlined in the table in Section 2, titled Installation/Location(s), of the Site Agreement are revised to remove the locations identified below and add locations identified below. All other locations outlined in the Site Agreement remain as outlined in the Site Agreement.

REMOVE THESE LOCATIONS:

<table>
<thead>
<tr>
<th>Location 1</th>
<th>Location 2</th>
<th>Connection Speed</th>
<th>USOC</th>
<th>MRC (each)</th>
<th>EVC MRC (each)</th>
<th>*NRC (each)</th>
<th>Rate Limiting/Bandwidth Metering Available?</th>
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</thead>
<tbody>
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<td>Dept of Corrections</td>
<td>Olympia Node</td>
<td>100Mbps</td>
<td>BP4L4</td>
<td>$850.00</td>
<td>$50.00</td>
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<tr>
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<tr>
<td>Bellingham, WA 98225</td>
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<td></td>
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</tr>
<tr>
<td>500 SW 7th St. Renton, WA</td>
<td>Olympia Node</td>
<td>100 Mbps</td>
<td>BP4L4</td>
<td>$810.00</td>
<td>$50.00</td>
<td>$0.00</td>
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<td></td>
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*EZI NRC Charges in the amount of $1,500.00 for each of the sites outlined in the above pricing table is in addition to the rates outlined above and will be invoiced separately.

ADD THESE LOCATIONS:

<table>
<thead>
<tr>
<th>Location 1</th>
<th>Location 2</th>
<th>Connection Speed</th>
<th>USOC</th>
<th>MRC (each)</th>
<th>EVC MRC (each)</th>
<th>*NRC (each)</th>
<th>Rate Limiting/Bandwidth Metering Available?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept of Corrections</td>
<td>Olympia Node</td>
<td>100 Mbps</td>
<td>BP4L4</td>
<td>$850.00</td>
<td>$50.00</td>
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<td>Bellingham, WA</td>
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<td>$50.00</td>
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<td>Y</td>
</tr>
<tr>
<td>Renton, WA</td>
<td>SWO #S-13</td>
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<td></td>
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</tr>
</tbody>
</table>

*EZI NRC Charges in the amount of $1,500.00 for each of the sites outlined in the above pricing table is in addition to the rates outlined above and will be invoiced separately.

2. This Amendment shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

The parties have read, understand and agree to all of the above terms and conditions of this Site Agreement and hereby execute and authorize this Site Agreement.
Supplemental Work Order 17
To
Contract T11-PCH-529
For
Secondary Transport Ethernet Services

This Supplemental Work Order 17 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Qwest Communications Company, LLC., d/b/a CenturyLink QCC including its subsidiaries ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this SWO have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Contractor and CTS, with reference number T11-PCH-529

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which Contractor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a four (4) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.
4. Service Delivery Locations.
Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at the throughout, price, and between the endpoints specified in Attachment 1.

5. Service Order and Installation
Contractor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist and wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. Term of Service – Individual Circuits
Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for the Service. The list of circuits covered by this SWO is incorporated by reference and attached hereto.

7. Termination Liability
As the sole and exclusive remedy for termination of any Services, or bandwidth decreases below the original contracted level (“decreased bandwidth”) prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus

- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

OMR #N79769
8. Service Interface & Termination Requirements

Contractor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

9. Management VLANs

Contractor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Contractor is providing only a single VLAN to CTS, Contractor may satisfy this requirement by providing an additional port on the existing VLAN.

10. SNMP Access

Contractor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

In Witness Whereof, the parties hereto, having read this SWO 17 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

Approved
State of Washington
Consolidated Technology Services

Molly O'Donnell
Signature
Print or Type Name
Assistant Director 4/23/14
Title Date

Approved
Qwest Communications Company LLC., d/b/a CenturyLink QCC including its subsidiaries

Susan Baker
Signature
Print or Type Name
Manager, Offer Management 4/15/2014
Title Date

OMR #N79769
Attachment 1
SWO 17
T14-RFQ-076
Secondary Ethernet Site List
Qwest Communications Company, LLC d/b/a CenturyLink QCC
including its subsidiaries

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>Taxes</th>
<th>Trunk Circuit SWO</th>
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</thead>
<tbody>
<tr>
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<td>Olympia</td>
<td>10</td>
<td>$525.00</td>
<td>$52.50</td>
<td>SWO 11</td>
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</table>
Supplemental Work Order 16
To
Contract T11-PCH-529
For
Secondary Transport Ethernet Services

This Supplemental Work Order 16 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Qwest Communications Company, LLC., d/b/a CenturyLink QCC including its subsidiaries ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this SWO have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Contractor and CTS, with reference number T11-PCH-529

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which Contractor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a five (5) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.
4. Service Delivery Locations.

Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at the throughout, price, and between the endpoints specified in Attachment 1.

5. Service Order and Installation

Contractor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist and wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for the Service. The list of circuits covered by this SWO is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services, or bandwidth decreases below the original contracted level (“decreased bandwidth”) prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus

- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.
8. **Service Interface & Termination Requirements**

Contractor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

9. **Management VLANs**

Contractor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Contractor is providing only a single VLAN to CTS, Contractor may satisfy this requirement by providing an additional port on the existing VLAN.

10. **SNMP Access**

Contractor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

*In Witness Whereof*, the parties hereto, having read this SWO 16 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

---

**Approved**

State of Washington  
Consolidated Technology Services

**Signature**

**Print or Type Name**  
Molly O'Donnell

**Title**  
Asst. Director

**Date**  
4/23/14

---

**Approved**

Qwest Communications Company LLC., d/b/a CenturyLink QCC including its subsidiaries

**Signature**

**Print or Type Name**  
Susan Baker

**Title**  
Manager, Offer Management

**Date**  
4/15/2014

---

OMR #N79768
Attachment 1
SWO 16
T14-RFQ-076
Secondary Ethernet Site List
Qwest Communications Company, LLC d/b/a CenturyLink QCC
including its subsidiaries

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>Taxes</th>
<th>Trunk Circuit SWO</th>
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<tbody>
<tr>
<td>DSHS6007</td>
<td>711 Vine St</td>
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<td>Olympia</td>
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<td>$525.00</td>
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<td>SWO 11</td>
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</table>
Supplemental Work Order 19
To
Contract T11-PCH-529
For
Secondary Transport Ethernet Services

This Supplemental Work Order 19 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Qwest Communications Company, LLC., d/b/a CenturyLink QCC including its subsidiaries ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this SWO have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Contractor and CTS, with reference number T11-PCH-529.

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which Contractor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a five (5) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.
4. **Service Delivery Locations.**

Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at
the throughout, price, and between the endpoints specified in Attachment 1.

5. **Service Order and Installation**

Contractor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance
Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where
facilities exist and wiring beyond the demarcation point is not required, and ninety (90) days
where facilities do not exist from the date that an order is placed. Contractor may request
reasonable extensions of these intervals in the event of unforeseen site conditions or delays in
permitting. It is Contractor’s responsibility to coordinate the delivery of, install or arrange
installation of, test and make operational all items necessary to provide the services
described. Contractor agrees to provide written notification to CTS’ Contract Manager and
CTS’ WAN Manager upon service Installation, the date of which shall be the “Service
Installation Date.”

6. **Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SWO
shall have a Minimum Service Commitment of twelve (12) months, commencing on the
Service Installation Date for the Service. The list of circuits covered by this SWO is
incorporated by reference and attached hereto.

7. **Termination Liability**

As the sole and exclusive remedy for termination of any Services, or bandwidth decreases
below the original contracted level (“decreased bandwidth”) prior to the end of the term,
Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth
  provided through the effective date of such termination or decrease; plus

- For termination during the Minimum Service Commitment, Termination Charge shall be an
  amount equal to 100% of the monthly recurring cost of the Services terminated times the
  number of months remaining in the Minimum Service Commitment period and/or a charge
  of 100% of the difference between the original bandwidth MRC and the decreased
  bandwidth MRC; plus 40% of the monthly recurring charges times the number of months
  remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of
  the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- For termination after the Minimum Service Commitment, Termination Liability shall be an
  amount equal 40% of the monthly recurring charges times the number of months remaining
  in the Term of this SWO after the Minimum Service Commitment and/or 40% of the
difference between the original bandwidth MRC and the decreased bandwidth MRC.

- All third party costs and expenses incurred by Qwest in so terminating such Service or
decreasing bandwidth and all applicable non-recurring charges that may have been waived.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last
  month’s invoice for the terminated service.
8. Service Interface & Termination Requirements
Contractor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

9. Management VLANs
Contractor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Contractor is providing only a single VLAN to CTS, Contractor may satisfy this requirement by providing an additional port on the existing VLAN.

10. SNMP Access
Contractor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

In Witness Whereof, the parties hereto, having read this SWO 19 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Susan Baker
Qwest Communications Company LLC., d/b/a CenturyLink QCC including its subsidiaries

Approved

Mary O'Donnel
Asst. Director

Title

Date

Print or Type Name

Signature

Susan Baker
Manager, Offer Management

Date

Print or Type Name

Title

5/23/2014
<table>
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<tr>
<th>Site A</th>
<th>Address</th>
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<th>Site B</th>
<th>Location</th>
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<th>MRC</th>
<th>Taxes</th>
<th>Trunk Circuit SWO</th>
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<td>Seattle</td>
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Supplemental Work Order 20
To
Contract T11-PCH-529
For
Secondary Transport Ethernet Services

This Supplemental Work Order 20 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Qwest Communications Company, LLC., d/b/a CenturyLink QCC including its subsidiaries ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this SWO have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Contractor and CTS, with reference number T11-PCH-529

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which Contractor delivers an aggregated bundle of VLANs.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a five (5) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.
4. Service Delivery Locations.

Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at the throughout, price, and between the endpoints specified in Attachment 1.

5. Service Order and Installation

Contractor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist and wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for the Service. The list of circuits covered by this SWO is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus

- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.
8. Service Interface & Termination Requirements

Contractor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

9. Management VLANs

Contractor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Contractor is providing only a single VLAN to CTS, Contractor may satisfy this requirement by providing an additional port on the existing VLAN.

10. SNMP Access

Contractor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

In Witness Whereof, the parties hereto, having read this SWO 20 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature

Print or Type Name

Title

Date

Approved

Qwest Communications Company LLC., d/b/a CenturyLink QCC including its subsidiaries

Signature

Print or Type Name

Manager, Offer Management

Title

Date
Attachment 1  
SWO 20  
T14-RFQ-089  
Secondary Ethernet Site List  
Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries

<table>
<thead>
<tr>
<th>Site A</th>
<th>Address</th>
<th>Location</th>
<th>Site B</th>
<th>Address</th>
<th>Location</th>
<th>Mb</th>
<th>MRC</th>
<th>Taxes</th>
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<td>Toppenish</td>
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<td>$51.59</td>
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Supplemental Work Order 21
To
Contract T11-PCH-529
For
Secondary Transport Ethernet Services

This Supplemental Work Order 21 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Qwest Communications Company, LLC., d/b/a CenturyLink QCC including its subsidiaries ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this SWO have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Contractor and CTS, with reference number T11-PCH-529.

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which Contractor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a five (5) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.
4. **Service Delivery Locations.**

Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at the throughout, price, and between the endpoints specified in Attachment 1.

5. **Service Order and Installation**

Contractor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist and wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. **Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for the Service. The list of circuits covered by this SWO is incorporated by reference and attached hereto.

7. **Termination Liability**

As the sole and exclusive remedy for termination of any Services, or bandwidth decreases below the original contracted level (“decreased bandwidth”) prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus

- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.
8. **Service Interface & Termination Requirements**

Contractor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties, Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

9. **Management VLANs**

Contractor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Contractor is providing only a single VLAN to CTS, Contractor may satisfy this requirement by providing an additional port on the existing VLAN.

10. **SNMP Access**

Contractor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

*In Witness Whereof*, the parties hereto, having read this SWO 21 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

---

**Approved**

State of Washington
Consolidated Technology Services

*Signature*

Molly O'Donnell
*Print or Type Name*

Asset Director
*Title*

6/2/14
*Date*

---

**Approved**

Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries

*Signature*

Susan Baker
*Print or Type Name*

Manager, Offer Management
*Title*

5/23/2014
*Date*
### Attachment 1

**SWO 21**

**T14-RFQ-089**

Secondary Ethernet Site List

Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries

<table>
<thead>
<tr>
<th>Site A</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>Taxes</th>
<th>Trunk Circuit SWO</th>
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</thead>
<tbody>
<tr>
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<td>$67.20</td>
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Supplemental Work Order 22
To
Contract T11-PCH-529
For
Secondary Transport Ethernet Services

This Supplemental Work Order 22 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Qwest Communications Company, LLC., d/b/a CenturyLink QCC including its subsidiaries ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this SWO have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Contractor and CTS, with reference number T11-PCH-529

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which Contractor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.
4. **Service Delivery Locations.**

Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

5. **Service Order and Installation**

Contractor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist and wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. **Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for the Service. The list of circuits covered by this SWO is incorporated by reference and attached hereto.

7. **Termination Liability**

As the sole and exclusive remedy for termination of any Services, or bandwidth decreases below the original contracted level (“decreased bandwidth”) prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus

- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.
8. Service Interface & Termination Requirements

Contractor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

9. Management VLANs

Contractor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Contractor is providing only a single VLAN to CTS, Contractor may satisfy this requirement by providing an additional port on the existing VLAN.

10. SNMP Access

Contractor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

In Witness Whereof, the parties hereto, having read this SWO 22 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

[Signature]

Molly O'Donnell
Print or Type Name

[Title] 1/2/14

Approved

Qwest Communications Company LLC., d/b/a CenturyLink QCC including its subsidiaries

[Signature]

Susan Baker
Print or Type Name

Manager, Offer Management 5/23/2014

Title

Date
Attachment 1
SWO 22
T14-RFQ-078
Secondary Ethernet Site List
Qwest Communications Company, LLC d/b/a CenturyLink QCC
including its subsidiaries

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<thead>
<tr>
<th>Customer Site</th>
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<th>CTS Node</th>
<th>M b</th>
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<td>$1,410.00</td>
<td>SWO 11</td>
</tr>
</tbody>
</table>
Supplemental Work Order 23
To
Contract T11-PCH-529
For
Secondary Transport Ethernet Services

This Supplemental Work Order 23 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Qwest Communications Company, LLC., d/b/a CenturyLink QCC including its subsidiaries ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this SWO have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Contractor and CTS, with reference number T11-PCH-529

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which Contractor delivers an aggregated bundle of VLLNS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.
4. **Service Delivery Locations.**

Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

5. **Service Order and Installation**

Contractor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist and wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. **Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for the Service. The list of circuits covered by this SWO is incorporated by reference and attached hereto.

7. **Termination Liability**

As the sole and exclusive remedy for termination of any Services, or bandwidth decreases below the original contracted level (“decreased bandwidth”) prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus

- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.
8. Service Interface & Termination Requirements

Contractor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

9. Management VLANs

Contractor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Contractor is providing only a single VLAN to CTS, Contractor may satisfy this requirement by providing an additional port on the existing VLAN.

10. SNMP Access

Contractor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

In Witness Whereof, the parties hereto, having read this SWO 23 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature

Print or Type Name

Title

Date

Approved

Qwest Communications Company LLC., d/b/a CenturyLink QCC including its subsidiaries

Signature

Print or Type Name

Manager, Offer Management

Date
Attachment 1
SWO 23
T14-RFQ-023
Secondary Ethernet Site List
Qwest Communications Company, LLC d/b/a CenturyLink QCC
including its subsidiaries

<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>Taxes</th>
<th>DMARC</th>
<th>Trunk Circuit</th>
</tr>
</thead>
<tbody>
<tr>
<td>DOLC2505</td>
<td>7013 Sandridge Rd Long Beach</td>
<td>Olympia</td>
<td>10</td>
<td>$144.00</td>
<td>$9.36</td>
<td>$1,950.00</td>
<td>SWO 11</td>
<td></td>
</tr>
</tbody>
</table>
AMENDMENT ONE
TO THE
SITE AGREEMENT TO
CONTRACT NUMBER T11-PCH-529 FOR
ETHERNET TRANSPORT SERVICES

This Amendment No. 1 ("Amendment") is to the Site Agreement ("Site Agreement"), Pramata ID: 846905, CTS Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between State of Washington, Consolidated Technology Services ("CTS" or "Customer") and Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries ("Contractor") for the provision of Ethernet Service ("Service").

1. The purpose of this Amendment is to supplement and amend the Site Agreement as follows:

   a) Revise the address for one location for the Department of Licensing as outlined in the table below per the Customer’s request. All other information outlined in the table of the Agreement remains unchanged. CenturyLink records will document the actual date of installation of the Ethernet connections at the following service location:

<table>
<thead>
<tr>
<th>Location 1</th>
<th>Location 2</th>
<th>Connection Speed</th>
<th>USOC</th>
<th>MRC (each)</th>
<th>EVC MRC (each)</th>
<th>NRC (each)</th>
<th>Rate Limiting/Bandwidth Metering Available? Y/N</th>
</tr>
</thead>
<tbody>
<tr>
<td>Department of Licensing</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Update Service address from: 2000 4th Ave W Olympia, WA 98502</td>
<td>Update Service address to: 425 Black Lake Blvd, SW Olympia, WA 98502</td>
<td>10 Mb</td>
<td>BP3B3</td>
<td>$465.00</td>
<td>$50.00</td>
<td>$0.00</td>
<td>Y</td>
</tr>
</tbody>
</table>

*EZI NRC Charges of $2,015 for the Service outlined in the above pricing table is in addition to the rates outlined above and will be invoiced separately.

2. The monthly recurring charges (MRC) and non-recurring charges (NRC) above supersede the charges for the subject location(s) previously agreed to in the Contract including any prior modifications. The monthly recurring amounts shown above are not necessarily the total, cumulative charges for all Service under the Site Agreement. Any new non-recurring charges are in addition to any previously agreed to such charges in the Site Agreement.

3. The Term for the Service outlined in the pricing table above is coterminous with the existing Term of the Service based on the original installation date.

4. Except as expressly modified by this Amendment, the Contract shall continue in full force and effect in accordance with its terms and constitutes the legal and binding obligations of CTS and CenturyLink. In the event the terms of this Amendment conflict with the terms of the Site Agreement, the terms of this Amendment shall control.

5. The Site Agreement and this First Amendment thereto constitute the complete agreement of the parties concerning the subject matter hereof, and supersede any prior written or verbal statements, representations, and agreements concerning the subject matter hereof.

State of Washington, Consolidated Technology Services

Authorized Signature
Molly O’Donnell
Name Typed or Printed
Manager, Service Assurance
Title
Date

Qwest Communications Company, LLC d/b/a
CenturyLink QCC including its subsidiaries

Authorized Signature
Susan Baker
Name Typed or Printed
Manager, Offer Management
Title
Date

OMR #N83857 amends #N66937
Supplemental Work Order 24  
To  
Contract T11-PCH-529  
For  
Secondary Transport Ethernet Services

This Supplemental Work Order 24 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and Qwest Communications Company, LLC, d/b/a CenturyLink QCC including its subsidiaries (“Contractor”), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this SWO have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

“Secondary Transport Ethernet Contract” shall mean that contract for Ethernet Services between Contractor and CTS, with reference number T11-PCH-529

“Minimum Service Commitment” shall mean the minimum period in which Purchasers agree to keep circuits in service.

“Node Router” shall mean Customer Router to which Contractor delivers an aggregated bundle of VLANs.

“Service Installation Date” shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SWO shall be effective as of the date executed by CTS (the “Effective Date”) and continue in full force and effect for a four (4) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.
4. **Service Delivery Locations.**

Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

5. **Service Order and Installation**

Contractor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist and wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. **Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for the Service. The list of circuits covered by this SWO is incorporated by reference and attached hereto.

7. **Termination Liability**

As the sole and exclusive remedy for termination of any Services, or bandwidth decreases below the original contracted level (“decreased bandwidth”) prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus

- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.
8. Service Interface & Termination Requirements

Contractor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

9. Management VLANs

Contractor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Contractor is providing only a single VLAN to CTS, Contractor may satisfy this requirement by providing an additional port on the existing VLAN.

10. SNMP Access

Contractor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

In Witness Whereof, the parties hereto, having read this SWO 24 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

Approved
State of Washington
Consolidated Technology Services

MOLLY O’DONNELL
Signature
Print or Type Name
ASSISTANT DIRECTOR
Title
6/20/14
Date

Approved
Qwest Communications Company LLC., d/b/a
CenturyLink QCC including its subsidiaries

SUSAN BAKER
Signature
Print or Type Name
MGR. OFFER MGMT.
Title
6/20/14
Date

N77161
<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>Taxes</th>
<th>VLAN</th>
<th>DMARC</th>
<th>Trunk Circuit</th>
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<td>$1954.80</td>
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<td>Olympia</td>
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<td>$1954.80</td>
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<td>Colville</td>
<td>Olympia</td>
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<td>$10,944.00</td>
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<td>Auburn</td>
<td>Olympia</td>
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<td>$70.00</td>
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<td>Olympia</td>
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<td>$700.00</td>
<td>$70.00</td>
<td>$50.00</td>
<td>$9,514.80</td>
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Supplemental Work Order 25
To
Contract T11-PCH-529
For
Secondary Transport Ethernet Services

This Supplemental Work Order 25 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Qwest Communications Company, LLC., d/b/a CenturyLink QCC including its subsidiaries ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this SWO have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Contractor and CTS, with reference number T11-PCH-529

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which Contractor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a one (1) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.
4. Service Delivery Locations.

Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

5. Service Order and Installation

Contractor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist and wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for the Service. The list of circuits covered by this SWO is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services, or bandwidth decreases below the original contracted level (“decreased bandwidth”) prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus

- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.
8. Service Interface & Termination Requirements

Contractor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

9. Management VLANs

Contractor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Contractor is providing only a single VLAN to CTS, Contractor may satisfy this requirement by providing an additional port on the existing VLAN.

10. SNMP Access

Contractor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

In Witness Whereof, the parties hereto, having read this SWO 25 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature
MOLLY O'DONNELL
Print or Type Name
ASSISTANT DIRECTOR 7/2/14
Title Date

Qwest Communications Company LLC., d/b/a CenturyLink QCC including its subsidiaries

Signature
Susan Baker
Print or Type Name
Manager, Offer Management 6/26/2014
Title Date

OMR #N86771
Attachment 1
SWO 25
T14-RFQ-102
Secondary Ethernet Site List
Qwest Communications Company, LLC d/b/a CenturyLink QCC
including its subsidiaries

<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>Taxes</th>
<th>Trunk Circuit</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSHS6126</td>
<td>1338 Commerce Ave Ste 305 &amp;306</td>
<td>Longview</td>
<td>Olympia</td>
<td>10</td>
<td>$210.00</td>
<td>$21.00</td>
<td>SWO 11</td>
</tr>
</tbody>
</table>
Supplemental Work Order 26
To
Contract T11-PCH-529
For
Secondary Transport Ethernet Services

This Supplemental Work Order 26 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Qwest Communications Company, LLC., d/b/a CenturyLink QCC including its subsidiaries ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this SWO have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Contractor and CTS, with reference number T11-PCH-529

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which Contractor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a four (4) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.
4. Service Delivery Locations.

Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

5. Service Order and Installation

Contractor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist and wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for the Service. The list of circuits covered by this SWO is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services, or bandwidth decreases below the original contracted level (“decreased bandwidth”) prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus

- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.
8. **Service Interface & Termination Requirements**

Contractor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

9. **Management VLANs**

Contractor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Contractor is providing only a single VLAN to CTS, Contractor may satisfy this requirement by providing an additional port on the existing VLAN.

10. **SNMP Access**

Contractor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

*In Witness Whereof*, the parties hereto, having read this SWO 26 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

[Signature]

MOLLY O’DONNELL  
Print or Type Name  
ASSISTANT DIRECTOR  
Title  
6/30/14  
Date

**Approved**

Qwest Communications Company L.L.C., d/b/a  
CenturyLink QCC including its subsidiaries

[Signature]

SUSAN BAKER  
Print or Type Name  
Manager, Offer Management  
Title  
6/25/2014  
Date
Attachment 1
SWO 26
TI4-RFQ-022
Secondary Ethernet Site List
Qwest Communications Company, LLC d/b/a CenturyLink QCC
including its subsidiaries

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>Taxes</th>
<th>NRC</th>
<th>NRC Taxes</th>
<th>VLAN</th>
<th>DMARC</th>
<th>Trunk Circuit</th>
</tr>
</thead>
<tbody>
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<td>DOC</td>
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<tr>
<td>CEN1</td>
<td>Highway 9 SW</td>
<td>Centralia</td>
<td>Olympia</td>
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</tbody>
</table>


Supplemental Work Order 27
To
Contract T11-PCH-529
For
Secondary Transport Ethernet Services

This Supplemental Work Order 27 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Qwest Communications Company, LLC., d/b/a CenturyLink QCC including its subsidiaries ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this SWO have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Contractor and CTS, with reference number T11-PCH-529

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which Contractor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a five (5) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.
4. **Service Delivery Locations.**

Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

5. **Service Order and Installation**

Contractor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist and wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. **Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for the Service. The list of circuits covered by this SWO is incorporated by reference and attached hereto.

7. **Termination Liability**

As the sole and exclusive remedy for termination of any Services, or bandwidth decreases below the original contracted level (‘decreased bandwidth”) prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus

- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.
8. Service Interface & Termination Requirements

Contractor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties, Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

9. Management VLANs

Contractor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Contractor is providing only a single VLAN to CTS, Contractor may satisfy this requirement by providing an additional port on the existing VLAN.

10. SNMP Access

Contractor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

In Witness Whereof, the parties hereto, having read this SWO 27 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature

Print or Type Name

Title

Approved

Qwest Communications Company LLC., d/b/a CenturyLink QCC including its subsidiaries

Signature

Print or Type Name

Manager, Offer Management

Title

Date

6/30/2014

1/8/14

N87110
Attachment 1
SWO 27
T14-RFQ-106
Secondary Ethernet Site List
Qwest Communications Company, LLC d/b/a CenturyLink QCC
including its subsidiaries

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<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>Taxes</th>
<th>DMARC</th>
<th>Trunk Circuit</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSHS</td>
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<td>$12,456.00</td>
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N87110
Supplemental Work Order 28
To
Contract T11-PCH-529
For
Secondary Transport Ethernet Services

This Supplemental Work Order 28 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and Qwest Communications Company, LLC., d/b/a CenturyLink QCC including its subsidiaries (“Contractor”), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this SWO have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

“Secondary Transport Ethernet Contract” shall mean that contract for Ethernet Services between Contractor and CTS, with reference number T11-PCH-529

“Minimum Service Commitment” shall mean the minimum period in which Purchasers agree to keep circuits in service.

“Node Router” shall mean Customer Router to which Contractor delivers an aggregated bundle of VLANs.

“Service Installation Date” shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SWO shall be effective as of the date executed by CTS (the “Effective Date”) and continue in full force and effect for a four (4) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.
4. **Service Delivery Locations.**

Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

5. **Service Order and Installation**

Contractor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist and wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. **Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for the Service. The list of circuits covered by this SWO is incorporated by reference and attached hereto.

7. **Termination Liability**

As the sole and exclusive remedy for termination of any Services, or bandwidth decreases below the original contracted level (“decreased bandwidth”) prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus

- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.
8. Service Interface & Termination Requirements

Contractor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

9. Management VLANs

Contractor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments. CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Contractor is providing only a single VLAN to CTS, Contractor may satisfy this requirement by providing an additional port on the existing VLAN.

10. SNMP Access

Contractor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

In Witness Whereof, the parties hereto, having read this SWO 28 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature

MOLLY O'DONNELL

Print or Type Name

ASSISTANT DIRECTOR 7/10/14
Title  Date

Approved

Qwest Communications Company LLC., d/b/a CenturyLink QCC including its subsidiaries

Signature

Susan Baker

Print or Type Name

Manager, Offer Management 7/7/2014
Title  Date

OMR #N81573
<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>Taxes</th>
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<th>DMARC</th>
<th>Trunk Circuit</th>
</tr>
</thead>
<tbody>
<tr>
<td>SOS 3401</td>
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<td>Olympia</td>
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<td>$0</td>
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</table>
Amendment 29
for
Contract Number T11-PCH-529
for
Secondary Transport Ethernet Services

In accordance with Provision 41 (Authority for Modifications and Amendments) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 29 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and Qwest Communications Company, LLC d/b/a CenturyLink QCC ("Vendor").

The purpose of this Amendment is to remove the following Ethernet circuits from SWO 10. Now, therefore, the parties agree to amend the Supplemental Work Order 10 to reflect the change.

<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>EVC MRC</th>
<th>NRC</th>
</tr>
</thead>
<tbody>
<tr>
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<td>Olympia</td>
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<td>$0</td>
</tr>
<tr>
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<td>Olympia</td>
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<td>Olympia</td>
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<td>Olympia</td>
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<td>$0</td>
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</tbody>
</table>

Except as amended herein, all other provisions of Contract T11-PCH-529, as previously amended, and SWO 10, as previously amended, shall remain in full force and effect and apply to this Amendment.

This Amendment 29 will become effective upon the latest signature date below. The term of this Amendment will expire coterminously with the Underlying Agreement.

The parties hereby execute and authorize this Amendment to the Underlying Agreement as of the latest date shown below.

Approved
State of Washington,
Consolidated Technology Services

Approved
Qwest Communications Company, LLC d/b/a CenturyLink QCC

Signature
MOLLY O’DONNELL, ASSISTANT DIRECTOR

Signature
Susan Baker/Manager, Offer Management

Print or Type Name, Title
Date: 7/17/14

Print or Type Name, Title
Date: 7/9/2014
Amendment 30
for
Contract Number T11-PCH-529
for
Secondary Transport Ethernet Services

In accordance with Provision 41 (Authority for Modifications and Amendments) of Contract Number T11-PCH-529 the (“Contract”), this Amendment 30 is entered into by and between the State of Washington, Consolidated Technology Services (“CTS”) and Qwest Communications Company, LLC d/b/a CenturyLink QCC (“Vendor”).

The purpose of this Amendment is to remove the following Ethernet circuit from SWO 12, CenturyLink Pramata ID 846909. Now, therefore, the parties agree to amend the Supplemental Work Order 12 to reflect the change.

<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>EVC MRC</th>
<th>NRC</th>
</tr>
</thead>
<tbody>
<tr>
<td>DOCBRE1</td>
<td>5002 Kitsap Way</td>
<td>Bremerton</td>
<td>Olympia</td>
<td>100</td>
<td>$810.00</td>
<td>$50.00</td>
<td>$0</td>
</tr>
</tbody>
</table>

Except as amended herein, all other provisions of Contract T11-PCH-529, as previously amended, and SWO 12, as previously amended, shall remain in full force and effect and apply to this Amendment.

This Amendment 30 will become effective upon the latest signature date below. The term of this Amendment will expire cotermously with the Underlying Agreement.

The parties hereby execute and authorize this Amendment to the Underlying Agreement as of the latest date shown below.

Approved

State of Washington,
Consolidated Technology Services

Signature

[Signature]

MOLLY O’DONNELL, ASSISTANT DIRECTOR

Date: 7/12/14

Approved

Qwest Communications Company, LLC d/b/a CenturyLink QCC

Signature

[Signature]

Susan Baker/Manager, Offer Management

Date: 7/9/2014

OMR #N87557
State of Washington
Consolidated Technology Services

T11-PCH-529
Amendment 30
Amendment 31
for
Contract Number T11-PCH-529
for
Secondary Transport Ethernet Services

In accordance with Provision 41 (Authority for Modifications and Amendments) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 31 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and Qwest Communications Company, LLC d/b/a CenturyLink QCC ("Vendor").

The purpose of this Amendment is to remove the following Ethernet circuit from SWO 22, CenturyLink Pramata ID 858590. Now, therefore, the parties agree to amend the Supplemental Work Order 22 to reflect the change.

<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>DMARC</th>
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<tbody>
<tr>
<td>DOLC1312</td>
<td>416 Midway Ave</td>
<td>Grand Coulee</td>
<td>Olympia</td>
<td>10</td>
<td>$2.40</td>
<td>$0.24</td>
<td>$2,592.00</td>
</tr>
</tbody>
</table>

Except as amended herein, all other provisions of Contract T11-PCH-529, as previously amended, and SWO 22, as previously amended, shall remain in full force and effect and apply to this Amendment.

This Amendment 31 will become effective upon the latest signature date below. The term of this Amendment will expire coterminously with the Underlying Agreement.

The parties hereby execute and authorize this Amendment to the Underlying Agreement as of the latest date shown below.

Approved
State of Washington,
Consolidated Technology Services

MOLLY O’DONNELL, ASSISTANT DIRECTOR
Print or Type Name, Title
Date: 7/17/14

Approved
Qwest Communications Company, LLC d/b/a CenturyLink QCC

Signature
Susan Baker, Manager, Offer Management
Print or Type Name, Title
Date: 7/9/2014

OMR #N87560
State of Washington
Consolidated Technology Services

T11-PCH-529
Amendment 31
Supplemental Work Order 32
To
Contract T11-PCH-529
For
Secondary Transport Ethernet Services

This Supplemental Work Order 32 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Qwest Communications Company, LLC., d/b/a CenturyLink QCC including its subsidiaries ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this SWO have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Contractor and CTS, with reference number T11-PCH-529

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which Contractor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.
4. **Service Delivery Locations.**

Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

5. **Service Order and Installation**

Contractor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist and wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. **Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for the Service. The list of circuits covered by this SWO is incorporated by reference and attached hereto.

7. **Termination Liability**

As the sole and exclusive remedy for termination of any Services, or bandwidth decreases below the original contracted level (“decreased bandwidth”) prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus

- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.
8. Service Interface & Termination Requirements

Contractor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

9. Management VLANs

Contractor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Contractor is providing only a single VLAN to CTS, Contractor may satisfy this requirement by providing an additional port on the existing VLAN.

10. SNMP Access

Contractor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

In Witness Whereof, the parties hereto, having read this SWO 32 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature
MOLLY O'DONNELL
Print or Type Name
ASSISTANT DIRECTOR
Title
7/10/14
Date

Qwest Communications Company LLC., d/b/a
CenturyLink QCC including its subsidiaries

Signature
Susan Baker
Print or Type Name
Manager, Offer Management
Title
7/10/2014
Date

OMR #N87815
Attachment 1
SWO 32
T14-RFQ-106
Secondary Ethernet Site List
Qwest Communications Company, LLC d/b/a CenturyLink QCC
including its subsidiaries

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>Taxes</th>
<th>DMARC</th>
<th>Trunk Circuit</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSHS 1008</td>
<td>130 S Main St</td>
<td>Omak</td>
<td>Olympia</td>
<td>100</td>
<td>$2.40</td>
<td>$0.24</td>
<td>$4,982.40</td>
<td>SWO 11</td>
</tr>
</tbody>
</table>
Supplemental Work Order 36
To
Contract T11-PCH-529
For
Secondary Transport Ethernet Services

This Supplemental Work Order 36 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS”or “Purchaser”), and Qwest Communications Company, LLC., d/b/a CenturyLink QCC including its subsidiaries (“Contractor”), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this SWO have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

“Secondary Transport Ethernet Contract” shall mean that contract for Ethernet Services between Contractor and CTS, with reference number T11-PCH-529

“Minimum Service Commitment” shall mean the minimum period in which Purchasers agree to keep circuits in service.

“Node Router” shall mean Customer Router to which Contractor delivers an aggregated bundle of VLANS.

“Service Installation Date” shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SWO shall be effective as of the date executed by CTS (the “Effective Date”) and continue in full force and effect for a three (3) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.
4. Service Delivery Locations.

Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

5. Service Order and Installation

Contractor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist and wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for the Service. The list of circuits covered by this SWO is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus

- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.
8. Service Interface & Termination Requirements

Contractor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

9. Management VLANs

Contractor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Contractor is providing only a single VLAN to CTS, Contractor may satisfy this requirement by providing an additional port on the existing VLAN.

10. SNMP Access

Contractor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

In Witness Whereof, the parties hereto, having read this SWO 36 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature
MOLLY O’DONNELL

Print or Type Name
ASSISTANT DIRECTOR 8/12/14
Title

Approved

Qwest Communications Company LLC., d/b/a CenturyLink QCC including its subsidiaries

Signature
Susan Baker

Print or Type Name
Manager, Offer Management 8/7/2014
Title

N83350
Attachment 1
SWO 36
T14-RFQ-102
Secondary Ethernet Site List
Qwest Communications Company, LLC d/b/a CenturyLink QCC
including its subsidiaries

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>Taxes</th>
<th>VLAN</th>
<th>DMARC</th>
<th>Trunk Circuit</th>
</tr>
</thead>
<tbody>
<tr>
<td>LTS-DSHS 5007</td>
<td>1949 S State St</td>
<td>Tacoma</td>
<td>Olympia</td>
<td>100</td>
<td>$700.00</td>
<td>$70.00</td>
<td>$50.00</td>
<td>$1,680.00</td>
<td>SWO 13</td>
</tr>
</tbody>
</table>
Amendment 33
for
Contract Number T11-PCH-529
for
Secondary Transport Ethernet Services

In accordance with Provision 41 (Authority for Modifications and Amendments) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 33 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and Qwest Communications Company, LLC d/b/a CenturyLink QCC ("Vendor").

The purpose of this Amendment is to delete Attachment 1 of SWO 21, Pramata ID #858517, in its entirety and replace it with the following:

<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>DMARC NRC</th>
<th>Trunk Circuit SWO</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSHS1075</td>
<td>180 N Jefferson St Ste 8</td>
<td>Republic</td>
<td>Olympia</td>
<td>10</td>
<td>$672.00</td>
<td>$67.20</td>
<td>$11,940.00</td>
<td>SWO 11</td>
</tr>
</tbody>
</table>

1. All other provisions of Contract T11-PCH-529, as previously amended, and SWO 21, as previously amended, shall remain in full force and effect.

This Amendment 33 shall be effective as of the date signed by CTS.

Approved

State of Washington,
Consolidated Technology Services

[Signature]

Molly O'Donnell, Assistant Director
Print or Type Name, Title: 8/26/14

Approved

Qwest Communications Company, LLC d/b/a CenturyLink QCC

[Signature]

Susan Baker
Manager, Offer Management
Print or Type Name, Title

Date: 8/20/2014

N91513
State of Washington
Consolidated Technology Services

T11-PCH-529
Amendment 33
Amendment 34
for
Contract Number T11-PCH-529
for
Secondary Transport Ethernet Services

In accordance with Provision 41 (Authority for Modifications and Amendments) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 33 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and Qwest Communications Company, LLC d/b/a CenturyLink QCC ("Vendor").

The purpose of this Amendment is to correct the DMARC cost located on Attachment 1 of SWO 26, Pramata ID #860998. Now, therefore, the parties agree to amend the SWO 26 to reflect the change:

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>NRC</th>
<th>NRC Taxes</th>
<th>VLAN</th>
<th>DMARC</th>
<th>Trunk Circuit SWO</th>
</tr>
</thead>
<tbody>
<tr>
<td>DOC</td>
<td>20311 Old Highway 9 SW</td>
<td>Centralia</td>
<td>Olympia</td>
<td>100</td>
<td>$810.00</td>
<td>$52.65</td>
<td>$1,200.00</td>
<td>$78.00</td>
<td>$50.00</td>
<td>$14,550.00</td>
<td>SWO 13</td>
</tr>
</tbody>
</table>

1. All other provisions of Contract T11-PCH-529, as previously amended, and SWO 26, as previously amended, shall remain in full force and effect.

This Amendment 33 shall be effective as of the date signed by CTS.

Approved

State of Washington,
Consolidated Technology Services

[Signature]

Print or Type Name, Title
Date: 2/26/14

Approved

Qwest Communications Company, LLC d/b/a CenturyLink QCC

[Signature]

Susan Baker
Manager, Offer Management

Print or Type Name, Title
Date: 8/20/2014
Amendment 35
for
Contract Number T11-PCH-529
for
Secondary Transport Ethernet Services

In accordance with Provision 41 (Authority for Modifications and Amendments) of Contract Number T11-PCH-529 the (“Contract”), this Amendment 33 is entered into by and between the State of Washington, Consolidated Technology Services (“CTS”) and Qwest Communications Company, LLC d/b/a CenturyLink QCC (“Vendor”).

The purpose of this Amendment is to correct the DOLC1812 address on Attachment 1 of SWO 22, Pramata ID #858590. All other locations outlined in SWO 22 remain as outlined. Now, therefore, the parties agree to amend SWO 22 to reflect the change:

<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>Taxes</th>
<th>VLAN</th>
<th>DMARC</th>
<th>Trunk Circuit</th>
</tr>
</thead>
<tbody>
<tr>
<td>DOLC1812</td>
<td>395 Winslow Way E</td>
<td>Bainbridge Island</td>
<td>Olympia</td>
<td>10</td>
<td>$475.00</td>
<td>$47.50</td>
<td>$50.00</td>
<td>$6,634.80</td>
<td>SWO 13</td>
</tr>
</tbody>
</table>

1. All other provisions of Contract T11-PCH-529, as previously amended, and SWO 22, as previously amended, shall remain in full force and effect.

This Amendment 35 shall be effective as of the date signed by CTS.

Approved

State of Washington,
Consolidated Technology Services

Molly A. O’Donnell
Signature

Print or Type Name, Title

Date: 3/26/14

Approved

Qwest Communications Company, LLC d/b/a CenturyLink QCC

Susan Baker
Signature

Manager, Offer Management

Print or Type Name, Title

Date: 8/20/2014

N91515
State of Washington
Consolidated Technology Services

T11-PCH-529
Amendment 35
Supplemental Work Order 37
To
Contract T11-PCH-529
For
Secondary Transport Ethernet Services

This Supplemental Work Order 37 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Qwest Communications Company, LLC., d/b/a CenturyLink QCC including its subsidiaries ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this SWO have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Contractor and CTS, with reference number T11-PCH-529

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which Contractor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a three (3) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.
4. Service Delivery Locations.

Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

5. Service Order and Installation

Contractor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist and wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for the Service. The list of circuits covered by this SWO is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus

- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.
8. **Service Interface & Termination Requirements**

Contractor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

9. **Management VLANs**

Contractor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Contractor is providing only a single VLAN to CTS, Contractor may satisfy this requirement by providing an additional port on the existing VLAN.

10. **SNMP Access**

Contractor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

*In Witness Whereof*, the parties hereto, having read this SWO 37 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

---

**Approved**

State of Washington
Consolidated Technology Services

[Signature]

Molly E. O'Connell
Print or Type Name
Assistant Director 8/26/14

**Approved**

Qwest Communications Company LLC, d/b/a CenturyLink QCC including its subsidiaries

[Signature]

Susan Baker
Print or Type Name
Manager, Offer Management 8/21/2014

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N91516
### Secondary Ethernet Site List

Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries

<table>
<thead>
<tr>
<th>Site A</th>
<th>Address</th>
<th>Location</th>
<th>Site B</th>
<th>Address</th>
<th>Location</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>DMARC NRC</th>
</tr>
</thead>
<tbody>
<tr>
<td>LTS-DSHS</td>
<td>805 S Mission St</td>
<td>Wenatchee</td>
<td>LTS-DSHS</td>
<td>1313 N Atlantic St</td>
<td>Spokane</td>
<td>$2.50</td>
<td>$0.25</td>
<td>$15,033.60</td>
</tr>
</tbody>
</table>
Supplemental Work Order 38
To
Contract T11-PCH-529
For
Secondary Transport Ethernet Services

This Supplemental Work Order 38 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Qwest Communications Company, LLC., d/b/a CenturyLink QCC including its subsidiaries ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this SWO have the meanings ascribed to them in the Contract.

1. Definitions
In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Contractor and CTS, with reference number T11-PCH-529

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which Contractor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:
This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a four (4) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. Incorporation of the Contract:
The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.
4. Service Delivery Locations.
Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

5. Service Order and Installation
Contractor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist and wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. Term of Service – Individual Circuits
Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for the Service. The list of circuits covered by this SWO is incorporated by reference and attached hereto.

7. Termination Liability
As the sole and exclusive remedy for termination of any Services, or bandwidth decreases below the original contracted level (“decreased bandwidth”) prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus

- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.
8. **Service Interface & Termination Requirements**

Contractor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

9. **Management VLANs**

Contractor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Contractor is providing only a single VLAN to CTS, Contractor may satisfy this requirement by providing an additional port on the existing VLAN.

10. **SNMP Access**

Contractor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

*In Witness Whereof*, the parties hereto, having read this SWO 38 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

---

**Approved**

State of Washington
Consolidated Technology Services

![Signature](signature)

**Signature**

Molly O'Connell
Print or Type Name

Assistant Director
Title

8/26/14
Date

---

**Approved**

Qwest Communications Company LLC., d/b/a CenturyLink QCC including its subsidiaries

![Signature](signature)

**Signature**

Susan Baker
Print or Type Name

Manager, Offer Management
Title

8/21/2014
Date
Attachment 1
SWO 38
T14-RFQ-120
Secondary Ethernet Site List
Qwest Communications Company, LLC d/b/a CenturyLink QCC
including its subsidiaries

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>Taxes</th>
<th>VLAN MRC</th>
<th>DMARC NRC</th>
<th>Trunk Circuit</th>
</tr>
</thead>
<tbody>
<tr>
<td>DOC</td>
<td>5002 Kitsap Way</td>
<td>Bremerton</td>
<td>Olympia</td>
<td>100</td>
<td>$750.00</td>
<td>$75.00</td>
<td>$50.00</td>
<td>$3,260.00</td>
<td>SWO 13</td>
</tr>
</tbody>
</table>
Supplemental Work Order 41
To
Contract T11-PCH-529
For
Secondary Transport Ethernet Services

This Supplemental Work Order 41 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and Qwest Communications Company, LLC., d/b/a CenturyLink QCC including its subsidiaries (“Contractor”), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this SWO have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

“Secondary Transport Ethernet Contract” shall mean that contract for Ethernet Services between Contractor and CTS, with reference number T11-PCH-529

“Minimum Service Commitment” shall mean the minimum period in which Purchasers agree to keep circuits in service.

“Node Router” shall mean Customer Router to which Contractor delivers an aggregated bundle of VLANs.

“Service Installation Date” shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SWO shall be effective as of the date executed by CTS (the “Effective Date”) and continue in full force and effect for a five (5) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.
4. Service Delivery Locations.

Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

5. Service Order and Installation

Contractor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist and wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for the Service. The list of circuits covered by this SWO is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services, or bandwidth decreases below the original contracted level (“decreased bandwidth”) prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus

- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.
8. Service Interface & Termination Requirements

Contractor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

9. Management VLANs

Contractor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Contractor is providing only a single VLAN to CTS, Contractor may satisfy this requirement by providing an additional port on the existing VLAN.

10. SNMP Access

Contractor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

In Witness Whereof, the parties hereto, having read this SWO 41 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Molly O’Donnell
Signature
Molly O’Donnell
Print or Type Name
Assistant Director
Title

11/3/14
Date

Approved

Qwest Communications Company LLC., d/b/a
CenturyLink QCC including its subsidiaries

Susan Baker
Signature
Susan Baker
Print or Type Name
Manager, Offer Management
Title

9/26/2014
Date
Attachment 1
SWO 41
T15-RFQ-004
Secondary Ethernet Site List
Qwest Communications Company, LLC d/b/a CenturyLink QCC
including its subsidiaries

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>Taxes</th>
<th>VLAN</th>
<th>DMARC</th>
<th>Trunk Circuit</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSHS</td>
<td>805 156th Ave NE</td>
<td>Bellevue</td>
<td>Olympia</td>
<td>100</td>
<td>$700.00</td>
<td>$70.00</td>
<td>$50.00</td>
<td>$1,475.00</td>
<td>SWO 13</td>
</tr>
</tbody>
</table>
Amendment Number 44
to
Contract Number T11-PCH-529
for Secondary Transport Ethernet Services

In accordance with Provision 41 Authority of Modifications and Amendments of Contract Number T11-PCH-529 (Contract), this Amendment Number 44 is entered into by and between the State of Washington, Consolidated Technology Services and Qwest Communications Company, LLC.

On April 1, 2014, CenturyLink completed an internal reorganization resulting in the merger of multiple CenturyLink owned companies into Qwest Communications Company, LLC. Simultaneously with the merger, Qwest Communications Company, LLC d/b/a CenturyLink QCC changed its name to CenturyLink Communications, LLC. The term “CenturyLink QCC” refers to the former “d/b/a CenturyLink QCC” company and not to any other CenturyLink owned companies now a part of CenturyLink Communications, LLC.

Therefore, the parties hereby agree as follows - references in the Contract to “Qwest Communications Corporation,” “Qwest Communications Company, LLC,” “Qwest Communications Company, LLC d/b/a CenturyLink QCC” or “QCC” and replaced with “CenturyLink Communications, LLC”.

The parties’ obligations under the contract remain unchanged.

Approved
State of Washington
Consolidated Technology Services

signature

Approved
CenturyLink Communications, LLC

Signature

Constantine N. Gartelos
Print or Type Name
Manager, Offer Management

Title

11/12/2014
Date

11/3/2014
Date
Supplemental Work Order 42
To
Contract T11-PCH-529
For
Secondary Transport Ethernet Services

This Supplemental Work Order 42 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this SWO have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Contractor and CTS, with reference number T11-PCH-529

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which Contractor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a four (4) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.
4. **Service Delivery Locations.**

Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

5. **Service Order and Installation**

Contractor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist and wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. **Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for the Service. The list of circuits covered by this SWO is incorporated by reference and attached hereto.

7. **Termination Liability**

As the sole and exclusive remedy for termination of any Services, or bandwidth decreases below the original contracted level (“decreased bandwidth”) prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus

- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.
8. Service Interface & Termination Requirements

Contractor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

9. Management VLANs

Contractor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Contractor is providing only a single VLAN to CTS, Contractor may satisfy this requirement by providing an additional port on the existing VLAN.

10. SNMP Access

Contractor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

In Witness Whereof, the parties hereto, having read this SWO 42 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

[Signature]
Molly O'Donnell

Print or Type Name
Assistant Director 11/13/14

Title Date

Approved

CenturyLink Communications, LLC including its subsidiaries

[Signature]
Karl Hoyle

Print or Type Name
Manager, Offer Management 11/6/2014

Title Date
Attachment 1
SWO 42
T15-RFQ-014
Secondary Ethernet Site List
Qwest Communications Company, LLC d/b/a CenturyLink QCC
including its subsidiaries

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>Taxes</th>
<th>VLAN</th>
<th>DMARC</th>
<th>Trunk Circuit</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSHS 4016</td>
<td>1737 Airport Way S, Holgate Bldg, Suite 130</td>
<td>Seattle</td>
<td>Olympia</td>
<td>100</td>
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<td>$70.00</td>
<td>$50.00</td>
<td>$1,500.00</td>
<td>SWO 13</td>
</tr>
</tbody>
</table>
Supplemental Work Order 43
To
Contract T11-PCH-529
For
Secondary Transport Ethernet Services

This Supplemental Work Order 43 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and CenturyLink Communications, LLC d/b/a Qwest Communications Company, LLC, including its subsidiaries ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this SWO have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Contractor and CTS, with reference number T11-PCH-529.

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which Contractor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a four (4) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.
4. Service Delivery Locations.

Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

5. Service Order and Installation

Contractor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist and wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for the Service. The list of circuits covered by this SWO is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services, or bandwidth decreases below the original contracted level (“decreased bandwidth”) prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus

- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.
8. **Service Interface & Termination Requirements**

Contractor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

9. **Management VLANs**

Contractor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Contractor is providing only a single VLAN to CTS, Contractor may satisfy this requirement by providing an additional port on the existing VLAN.

10. **SNMP Access**

Contractor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

**In Witness Whereof,** the parties hereto, having read this SWO 43 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

---

**Approved**

State of Washington  
Consolidated Technology Services

**Signature**
Molly O'Donnell

**Print or Type Name**
Assistant Director  

**Date**
11/13/14

---

**Approved**

CenturyLink Communications, LLC  
including its subsidiaries

**Signature**
Karl Hoyle

**Print or Type Name**
Manager, Offer Management  

**Date**
11/7/2014
Attachment 1
SWO 43
T14-RFQ-128
Secondary Ethernet Site List
CenturyLink Communications, LLC
including its subsidiaries

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>Taxes</th>
<th>VLAN</th>
<th>DMARC</th>
<th>Trunk Circuit</th>
</tr>
</thead>
<tbody>
<tr>
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<td>12806 Gateway Dr</td>
<td>Seattle</td>
<td>Olympia</td>
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Supplemental Work Order 39
To
Contract T11-PCH-529
For
Secondary Transport Ethernet Services

This Supplemental Work Order 39 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC., including its subsidiaries ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this SWO have the meanings ascribed to them in the Contract.

1. Definitions
In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Contractor and CTS, with reference number T11-PCH-529

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which Contractor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:
This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. Incorporation of the Contract:
The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.
Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

5. **Service Order and Installation**

Contractor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist and wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. **Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for the Service. The list of circuits covered by this SWO is incorporated by reference and attached hereto.

7. **Termination Liability**

As the sole and exclusive remedy for termination of any Services, or bandwidth decreases below the original contracted level (“decreased bandwidth”) prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus

- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- All third party costs and expenses incurred by CenturyLink in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.
8. Service Interface & Termination Requirements

Contractor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

9. Management VLANs

Contractor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Contractor is providing only a single VLAN to CTS, Contractor may satisfy this requirement by providing an additional port on the existing VLAN.

10. SNMP Access

Contractor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

In Witness Whereof, the parties hereto, having read this SWO 39 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature
Molly O’Donnell

Print or Type Name
Assistant Director

Title
Date

Approved

CenturyLink Communications, LLC
including its subsidiaries

Signature
Karl Hoyle

Print or Type Name
Manager, Offer Management

Title
Date

11/6/2014
Attachment 1  
SWO 39  
T14-RFQ-110  
Secondary Ethernet Site List  
CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC  
including its subsidiaries

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>Taxes</th>
<th>VLAN</th>
<th>DMARC</th>
<th>Trunk Circuit</th>
</tr>
</thead>
<tbody>
<tr>
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<td>Aberdeen</td>
<td>Olympia</td>
<td>10</td>
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<td>$45.00</td>
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<td>$3,200.00</td>
<td>SWO 13</td>
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<td>DOLC 1728</td>
<td>1750 S 327th St #C-4</td>
<td>Federal Way</td>
<td>Olympia</td>
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<td>$45.00</td>
<td>$50.00</td>
<td>$3,200.00</td>
<td>SWO 13</td>
</tr>
</tbody>
</table>
Supplemental Work Order 53
To
Contract T11-PCH-529
For
Secondary Transport Ethernet Services

This Supplemental Work Order 53 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and CenturyLink Communications, LLC., f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this SWO have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Contractor and CTS, with reference number T11-PCH-529

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which Contractor delivers an aggregated bundle of VLANDS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a three (3) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.
4. **Service Delivery Locations.**

Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

5. **Service Order and Installation**

Contractor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist and wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. **Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for the Service. The list of circuits covered by this SWO is incorporated by reference and attached hereto.

7. **Termination Liability**

As the sole and exclusive remedy for termination of any Services, or bandwidth decreases below the original contracted level (“decreased bandwidth”) prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus

- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.
8. **Service Interface & Termination Requirements**

Contractor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

9. **Management VLANs**

Contractor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments. CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Contractor is providing only a single VLAN to CTS, Contractor may satisfy this requirement by providing an additional port on the existing VLAN.

10. **SNMP Access**

Contractor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

*In Witness Whereof*, the parties hereto, having read this SWO 53 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

---

**Approved**

State of Washington  
Consolidated Technology Services

Signed: [Signature]  
Molly O'Donnell  
Assistant Director  
12/11/14  
Title  
Date

---

**Approved**

CenturyLink Communications, LLC., f/k/a Qwest Communications Company L.L.C., including its subsidiaries

Signed: [Signature]  
David Hunter on behalf of Susan Baker  
Manager of Management  
12/10/14  
Title  
Date
Attachment 1
SWO 53
T15-RFQ-027
Secondary Ethernet Site List
CenturyLink Communications, LLC., f/k/a Qwest Communications Company
LLC, including its subsidiaries

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>Taxes</th>
<th>DMARC</th>
<th>Trunk Circuit</th>
</tr>
</thead>
<tbody>
<tr>
<td>DOC</td>
<td>304 West Wishkah St</td>
<td>Aberdeen</td>
<td>Olympia</td>
<td>10</td>
<td>$450.00</td>
<td>$45.00</td>
<td>$1,875.00</td>
<td>SWO 13</td>
</tr>
</tbody>
</table>
Supplemental Work Order 54
To
Contract T11-PCH-529
For
Secondary Transport Ethernet Services

This Supplemental Work Order 54 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and CenturyLink Communications, LLC., f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this SWO have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Contractor and CTS, with reference number T11-PCH-529

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which Contractor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a four (4) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.
4. Service Delivery Locations.

Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

5. Service Order and Installation

Contractor agrees to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist and wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service installation, the date of which shall be the “Service Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for the Service. The list of circuits covered by this SWO is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus

- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.
8. **Service Interface & Termination Requirements**

Contractor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

9. **Management VLANs**

Contractor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Contractor is providing only a single VLAN to CTS, Contractor may satisfy this requirement by providing an additional port on the existing VLAN.

10. **SNMP Access**

Contractor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

*In Witness Whereof*, the parties hereto, having read this SWO 54 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

---

**Approved**

State of Washington  
Consolidated Technology Services  

Signature  
Molly O'Donnell

Print or Type Name  
Assistant Director  

Title  
Date

---

**Approved**

CenturyLink Communications, LLC., f/k/a Qwest Communications Company LLC, including its subsidiaries

Signature  
David Hunter on behalf of Susan Baker

Print or Type Name  
Manager of Management  

Title  
Date
Attachment 1
SWO 54
T15-RFQ-030
Secondary Ethernet Site List
CenturyLink Communications, LLC., f/k/a Qwest Communications Company
LLC, including its subsidiaries

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>Taxes</th>
<th>VLAN</th>
<th>Trunk Circuit</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSHS</td>
<td>5712 Main St Ste</td>
<td>Lakewood</td>
<td>Olympia</td>
<td>100</td>
<td>$700.00</td>
<td>$70.00</td>
<td>$50.00</td>
<td>SWO 13</td>
</tr>
<tr>
<td>5037</td>
<td>100</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Amendment 47
for
Contract Number T11-PCH-529
for
Secondary Transport Ethernet Services

In accordance with Provision 41 (Authority for Modifications and Amendments) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 47 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Vendor").

The purpose of this Amendment is to remove the following Ethernet sites from SWO 22. Now, therefore, the parties agree to amend the Supplemental Work Order 22 to reflect the change:

<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>Taxes</th>
<th>VLAN</th>
<th>DMARC</th>
<th>Trunk Circuit</th>
</tr>
</thead>
<tbody>
<tr>
<td>DOLC0301</td>
<td>5600 W Canal Pl Ste B</td>
<td>Kennewick</td>
<td>Olympia</td>
<td>10</td>
<td>$2.40</td>
<td>$0.24</td>
<td>$0</td>
<td>$2,592.00</td>
<td>SWO 11</td>
</tr>
<tr>
<td>DOLC0202</td>
<td>620 Market</td>
<td>Prosser</td>
<td>Olympia</td>
<td>10</td>
<td>$2.40</td>
<td>$0.24</td>
<td>$0</td>
<td>$2,592.00</td>
<td>SWO 11</td>
</tr>
<tr>
<td>DOLC0303</td>
<td>101 Wellsian Way Ste E</td>
<td>Richland</td>
<td>Olympia</td>
<td>10</td>
<td>$2.40</td>
<td>$0.24</td>
<td>$0</td>
<td>$2,592.00</td>
<td>SWO 11</td>
</tr>
<tr>
<td>DOLC0304</td>
<td>3400 Clearwater Ave Ste 1</td>
<td>Kennewick</td>
<td>Olympia</td>
<td>10</td>
<td>$2.40</td>
<td>$0.24</td>
<td>$0</td>
<td>$2,592.00</td>
<td>SWO 11</td>
</tr>
<tr>
<td>DOLC0401</td>
<td>350 Orondo Ave</td>
<td>Wenatchee</td>
<td>Olympia</td>
<td>10</td>
<td>$2.40</td>
<td>$0.24</td>
<td>$0</td>
<td>$2,592.00</td>
<td>SWO 11</td>
</tr>
<tr>
<td>DOLC0408</td>
<td>151 Worthen St #102</td>
<td>Wenatchee</td>
<td>Olympia</td>
<td>10</td>
<td>$2.40</td>
<td>$0.24</td>
<td>$0</td>
<td>$2,592.00</td>
<td>SWO 11</td>
</tr>
<tr>
<td>DOLC0409</td>
<td>617 E Woodin Ave</td>
<td>Chelan</td>
<td>Olympia</td>
<td>10</td>
<td>$2.40</td>
<td>$0.24</td>
<td>$0</td>
<td>$2,592.00</td>
<td>SWO 11</td>
</tr>
<tr>
<td>DOLC0901</td>
<td>213 S Rainier</td>
<td>Waterville</td>
<td>Olympia</td>
<td>10</td>
<td>$2.40</td>
<td>$0.24</td>
<td>$0</td>
<td>$2,592.00</td>
<td>SWO 11</td>
</tr>
<tr>
<td>DOLC1101</td>
<td>1016 N 4th</td>
<td>Pasco</td>
<td>Olympia</td>
<td>10</td>
<td>$2.40</td>
<td>$0.24</td>
<td>$0</td>
<td>$2,592.00</td>
<td>SWO 11</td>
</tr>
</tbody>
</table>

N105624
State of Washington
Consolidated Technology Services

T11-PCH-529
Amendment 47
| DOLC1106  | 3330 W Court Ste 0 | Pasco | Olympia | 10 | $2.40 | $0.24 | $0 | $2,592.00 | SWO 11 |
| DOLC1301  | 35 C St NW | Ephrata | Olympia | 10 | $2.40 | $0.24 | $0 | $2,592.00 | SWO 11 |
| DOLC1308  | 1312 W Broadway Lake | Moses Lake | Olympia | 10 | $2.40 | $0.24 | $0 | $2,592.00 | SWO 11 |
| DOLC1311  | 908 S Central | Quincy | Olympia | 10 | $2.40 | $0.24 | $0 | $2,592.00 | SWO 11 |
| DOLC1517  | 811 N Sunrise Blvd Ste D | Camano Island | Olympia | 10 | $2.40 | $0.24 | $0 | $6,566.40 | SWO 11 |
| DOLC1901  | 205 W 5th Ave Ste 105 | Ellensburg | Olympia | 10 | $2.40 | $0.24 | $0 | $4,089.60 | SWO 11 |
| DOLC2313  | 301 E Wallace Kneeland Blvd #240 | Shelton | Olympia | 10 | $475.00 | $47.50 | $50.00 | $11,674.80 | SWO 13 |
| DOLC2912  | 819 Commercial Ave Ste B | Anacortes | Olympia | 10 | $2.40 | $0.24 | $0 | $6,566.40 | SWO 11 |
| DOLC2919  | 714 Metcalf | Sedro Woolley | Olympia | 10 | $2.40 | $0.24 | $0 | $6,566.40 | SWO 11 |
| DOLC2921  | 1520 E College Way | Mount Vernon | Olympia | 10 | $2.40 | $0.24 | $0 | $6,566.40 | SWO 11 |
| DOLC3110  | 20631 Bothell Everett Hwy Ste H | Bothell | Olympia | 10 | $2.40 | $0.24 | $0 | $6,566.40 | SWO 11 |
| DOLC3124  | 9327 4th St NE Ste 7 | Lake Stevens | Olympia | 10 | $2.40 | $0.24 | $0 | $6,566.40 | SWO 11 |
| DOLC3144  | 4615 196th SW Ste 150 | Lynnwood | Olympia | 10 | $2.40 | $0.24 | $0 | $6,566.40 | SWO 11 |
| DOLC3146  | 9111 Evergreen Way | Everett | Olympia | 10 | $2.40 | $0.24 | $0 | $6,566.40 | SWO 11 |
| DOLC3150  | 1001 N Broadway Ste A7 | Everett | Olympia | 10 | $2.40 | $0.24 | $0 | $6,566.40 | SWO 11 |
1. All other provisions of Contract T11-PCH-529, as previously amended, and SWO 22, as previously amended, shall remain in full force and effect.

This Amendment 47 shall be effective as of the date signed by CTS.

Approved

State of Washington,
Consolidated Technology Services

Wendy Rawlings
Signature

Molly O’Donnell  Assistant Director
Print or Type Name, Title
Date: 1/28/2015

Approved

CenturyLink Communications, LLC f/k/a
Qwest Communications Company, LLC
including its subsidiaries

Wendy Rawlings on behalf of Jacob Darfler
Print or Type Name, Title  Manager, Offer Management
Date: 1/28/2015

N105624
State of Washington
Consolidated Technology Services

T11-PCH-529
Amendment 47
Amendment 63
for
Contract Number T11-PCH-529
for
Secondary Transport Ethernet Services

In accordance with Provision 41 (Authority for Modifications and Amendments) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 63 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and CenturyLink Communications, LLC., f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Vendor").

The purpose of this Amendment is to delete site DOCBLV1 and DOCTAC5 from Attachment 1 of SWO 12. Now, therefore, the parties agree to amend SWO 12 to reflect the change:

<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>EVC MRC</th>
<th>EZI NRC</th>
<th>Trunk Circuit SWO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept of Corrections</td>
<td>23 148th Ave SE</td>
<td>Bellevue</td>
<td>Olympia</td>
<td>100</td>
<td>$810.00</td>
<td>$50.00</td>
<td>$1,977.60</td>
<td>SWO 13</td>
</tr>
<tr>
<td>Dept of Corrections</td>
<td>10918 Bridgeport Way SW</td>
<td>Lakewood</td>
<td>Olympia</td>
<td>100</td>
<td>$810.00</td>
<td>$50.00</td>
<td>$2,510.40</td>
<td>SWO 13</td>
</tr>
</tbody>
</table>

1. All other provisions of Contract T11-PCH-529, as previously amended, and SWO 12, as previously amended, shall remain in full force and effect.

This Amendment 63 shall be effective as of the date signed by CTS.

Approved
State of Washington,
Consolidated Technology Services

[Signature]
Molly O'Donnell, Assistant Director

Date: 1/28/2015

Approved
CenturyLink Communications, LLC., f/k/a Qwest Communications Company, LLC, including its subsidiaries

[Signature]
Wendy Rawlings on behalf of Jacob Darth
Manager, Offer Management

Date: 1/28/2015

N105625
State of Washington
Consolidated Technology Services

T11-PCH-529
Amendment 63
Supplemental Work Order 64
To
Contract T11-PCH-529
For
Secondary Transport Ethernet Services

This Supplemental Work Order 64 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this SWO have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Contractor and CTS, with reference number T11-PCH-529

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which Contractor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a five (5) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.
4. Service Delivery Locations.

Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

5. Service Order and Installation

Contractor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist and wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service installation, the date of which shall be the “Service Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for the Service. The list of circuits covered by this SWO is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services, or bandwidth decreases below the original contracted level (“decreased bandwidth”) prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus

- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.
8. Service Interface & Termination Requirements

Contractor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

9. Management VLANs

Contractor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Contractor is providing only a single VLAN to CTS, Contractor may satisfy this requirement by providing an additional port on the existing VLAN.

10. SNMP Access

Contractor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

In Witness Whereof, the parties hereto, having read this SWO 64 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Molly O’Donnell
Signature
Molly O’Donnell
Print or Type Name
Assistant Director
Title
1/28/2015
Date

Approved

CenturyLink Communications, LLC, f/k/a
Qwest Communications Company LLC,
including its subsidiaries

Wendy Rawlings
Signature
Wendy Rawlings on behalf of Jacob
Print or Type Name
Manager, Offer Management
Title
1/28/2015
Date

N105735
Attachment 1  
SWO 64  
Secondary Ethernet Site List  
CenturyLink Communications, LLC, f/k/a Qwest Communications Company LLC,  
including its subsidiaries

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>USOC</th>
<th>CTS Node</th>
<th>Gb</th>
<th>MRC</th>
<th>Taxes</th>
</tr>
</thead>
<tbody>
<tr>
<td>State Data Center</td>
<td>532 16th Ave</td>
<td>Olympia</td>
<td>NoaNet</td>
<td>Olympia</td>
<td>10</td>
<td>$11,325.00</td>
<td>$1,132.50</td>
</tr>
</tbody>
</table>
Amendment 65
for
Contract Number T11-PCH-529
for
Secondary Transport Ethernet Services

In accordance with Provision 41 (Authority for Modifications and Amendments) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 65 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Vendor").

The purpose of this Amendment is to correct Attachment 1 of SWO 53. Now, therefore, the parties agree to amend SWO 53 to reflect the change:

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>Taxes</th>
<th>VLAN</th>
<th>DMARC</th>
<th>Trunk Circuit</th>
</tr>
</thead>
<tbody>
<tr>
<td>DOC</td>
<td>304 West Wishkah St</td>
<td>Aberdeen</td>
<td>Olympia</td>
<td>10</td>
<td>$450.00</td>
<td>$45.00</td>
<td>$50.00</td>
<td>$1,875.00</td>
<td>SWO 13</td>
</tr>
</tbody>
</table>

1. All other provisions of Contract T11-PCH-529, as previously amended, and SWO 53, as previously amended, shall remain in full force and effect.

This Amendment 65 shall be effective as of the date signed by CTS.

Approved

State of Washington,
Consolidated Technology Services

[Signature]
Molly O'Donnell, Assistant Director
Print or Type Name, Title
Date: 1/28/2015

Approved

CenturyLink Communications, LLC f/k/a
Qwest Communications Company LLC, including its subsidiaries

[Signature]
Wendy Rawlings
Signature
Wendy Rawlings on behalf of Jacob Darfler
Manager, Offer Management
Print or Type Name, Title
Date: 1/28/2015
Supplemental Work Order 51
To
Contract T11-PCH-529
For
Secondary Transport Ethernet Services

This Supplemental Work Order 51 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this SWO have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Contractor and CTS, with reference number T11-PCH-529.

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which Contractor delivers an aggregated bundle of VLANs.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.
4. **Service Delivery Locations.**

Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

5. **Service Order and Installation**

Contractor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist and wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. **Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for the Service. The list of circuits covered by this SWO is incorporated by reference and attached hereto.

7. **Termination Liability**

As the sole and exclusive remedy for termination of any Services, or bandwidth decreases below the original contracted level (“decreased bandwidth”) prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus

- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.
8. Service Interface & Termination Requirements

Contractor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

9. Management VLANs

Contractor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Contractor is providing only a single VLAN to CTS, Contractor may satisfy this requirement by providing an additional port on the existing VLAN.

10. SNMP Access

Contractor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

In Witness Whereof, the parties hereto, having read this SWO 51 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

[Signature]
Molly O'Donnell

Print or Type Name
Assistant Director

Title
1-29-15

Approved

CenturyLink Communications, LLC, f/k/a
Qwest Communications Company LLC,
including its subsidiaries

[Signature]
Wendy Rawlings on behalf of Jacob Butler

Print or Type Name
Manager, Offer Management

Title
1/29/2015

Date

N94954
## Attachment 1

**SWO 51**

**T15-RFQ-021**

Secondary Ethernet Site List

CenturyLink Communications, LLC., f/k/a Qwest Communications Company LLC, including its subsidiaries

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>Taxes</th>
<th>VLAN</th>
<th>DMARC</th>
<th>Trunk Circuit</th>
</tr>
</thead>
<tbody>
<tr>
<td>DOLC 2312</td>
<td>30 NE Romance Hill Rd Ste 103</td>
<td>Belfair</td>
<td>Olympia</td>
<td>10</td>
<td>$475.00</td>
<td>$47.50</td>
<td>$50.00</td>
<td>$3,125.00</td>
<td>SWO 13</td>
</tr>
<tr>
<td>DOLC 2417</td>
<td>415 S Whitcomb Ave</td>
<td>Tonasket</td>
<td>Olympia</td>
<td>10</td>
<td>$25.00</td>
<td>$2.50</td>
<td>$0</td>
<td>$3,750.00</td>
<td>SWO 11</td>
</tr>
<tr>
<td>DOLC 3307</td>
<td>943 Lakeview Dr</td>
<td>Kettle Falls</td>
<td>Olympia</td>
<td>10</td>
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<td>SWO 11</td>
</tr>
<tr>
<td>DOLD 0202</td>
<td>603 3rd St</td>
<td>Clarkston</td>
<td>Olympia</td>
<td>10</td>
<td>$25.00</td>
<td>$2.50</td>
<td>$0</td>
<td>$3,750.00</td>
<td>SWO 11</td>
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<tr>
<td>DOLD 2503</td>
<td>116 First Ave S</td>
<td>Ilwaco</td>
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<td>10</td>
<td>$25.00</td>
<td>$2.50</td>
<td>$0</td>
<td>$3,750.00</td>
<td>SWO 11</td>
</tr>
<tr>
<td>DOLD 2602</td>
<td>1600 West 1st St</td>
<td>Newport</td>
<td>Olympia</td>
<td>10</td>
<td>$25.00</td>
<td>$2.50</td>
<td>$0</td>
<td>$3,750.00</td>
<td>SWO 11</td>
</tr>
<tr>
<td>DOLD 2802</td>
<td>1011 Mullis St, Fire Dist 3 Station</td>
<td>Friday Harbor</td>
<td>Olympia</td>
<td>10</td>
<td>$25.00</td>
<td>$2.50</td>
<td>$0</td>
<td>$3,750.00</td>
<td>SWO 11</td>
</tr>
</tbody>
</table>
Supplemental Work Order 48
To
Contract T11-PCH-529
For
Secondary Transport Ethernet Services

This Supplemental Work Order 48 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this SWO have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Contractor and CTS, with reference number T11-PCH-529

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which Contractor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a four (4) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.
4. **Service Delivery Locations.**

Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

5. **Service Order and Installation**

Contractor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist and wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. **Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for the Service. The list of circuits covered by this SWO is incorporated by reference and attached hereto.

7. **Termination Liability**

As the sole and exclusive remedy for termination of any Services, or bandwidth decreases below the original contracted level (“decreased bandwidth”) prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus

- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.
8. Service Interface & Termination Requirements

Contractor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

9. Management VLANs

Contractor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Contractor is providing only a single VLAN to CTS, Contractor may satisfy this requirement by providing an additional port on the existing VLAN.

10. SNMP Access

Contractor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

In Witness Whereof, the parties hereto, having read this SWO 48 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature
Molly O'Donnell

Print or Type Name
Assistant Director

Title

Date

Approved

CenturyLink Communications, LLC f/k/a
Qwest Communications Company LLC, including its subsidiaries

Signature
Wendy Rawlings

Print or Type Name
Manager, Offer Management

Title

Date
Attachment 1
SWO 48
T15-RFQ-021
Secondary Ethernet Site List
Qwest Communications Company, LLC d/b/a CenturyLink QCC
including its subsidiaries

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>Taxes</th>
<th>DMARC</th>
<th>Trunk Circuit</th>
</tr>
</thead>
<tbody>
<tr>
<td>LNIKEN</td>
<td>4310 W 24th Ave</td>
<td>Kennewick</td>
<td>Olympia</td>
<td>100</td>
<td>$25.00</td>
<td>$2.50</td>
<td>$3,750.00</td>
<td>SWO 11</td>
</tr>
</tbody>
</table>
Supplemental Work Order 51
To
Contract T11-PCH-529
For
Secondary Transport Ethernet Services

This Supplemental Work Order 51 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this SWO have the meanings ascribed to them in the Contract.

1. Definitions

   In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

   "Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Contractor and CTS, with reference number T11-PCH-529

   "Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

   "Node Router" shall mean Customer Router to which Contractor delivers an aggregated bundle of VLANS.

   "Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

   This SWO shall be effective as of the date executed by CTS (the “Effective Date”) and continue in full force and effect for a two (2) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. Incorporation of the Contract:

   The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.
4. Service Delivery Locations.

Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

5. Service Order and Installation

Contractor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist and wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for the Service. The list of circuits covered by this SWO is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services, or bandwidth decreases below the original contracted level (“decreased bandwidth”) prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus

- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.
8. Service Interface & Termination Requirements

Contractor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

9. Management VLANs

Contractor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Contractor is providing only a single VLAN to CTS, Contractor may satisfy this requirement by providing an additional port on the existing VLAN.

10. SNMP Access

Contractor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

In Witness Whereof, the parties hereto, having read this SWO 51 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

[Signature]
Molly O'Donnell

Print or Type Name
Assistant Director

Title

1-29-15
Date

Approved

CenturyLink Communications, LLC, f/k/a
Qwest Communications Company LLC, including its subsidiaries

[Signature]
Wendy Rawlings on behalf of Jacob Butler

Print or Type Name
Manager, Offer Management

Title

1/29/2015
Date
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<th>Site</th>
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<td>DOLC 2312</td>
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<tr>
<td>DOLD 0202</td>
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<td>Clarkston</td>
<td>Olympia</td>
<td>10</td>
<td>$25.00</td>
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<td>$0</td>
<td>$3,750.00</td>
<td>SWO 11</td>
</tr>
<tr>
<td>DOLD 2503</td>
<td>116 First Ave S</td>
<td>Ilwaco</td>
<td>Olympia</td>
<td>10</td>
<td>$25.00</td>
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<td>SWO 11</td>
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<tr>
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<td>Newport</td>
<td>Olympia</td>
<td>10</td>
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<td>$3,750.00</td>
<td>SWO 11</td>
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<tr>
<td>DOLD 2802</td>
<td>1011 Mullis St, Fire Dist 3 Station</td>
<td>Friday Harbor</td>
<td>Olympia</td>
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<td>SWO 11</td>
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</tbody>
</table>
Supplemental Work Order 55
To
Contract T11-PCH-529
For
Secondary Transport Ethernet Services

This Supplemental Work Order 55 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and CenturyLink Communications, LLC., f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this SWO have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Contractor and CTS, with reference number T11-PCH-529

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which Contractor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a five (5) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.
4. Service Delivery Locations.

Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

5. Service Order and Installation

Contractor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist and wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for the Service. The list of circuits covered by this SWO is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services, or bandwidth decreases below the original contracted level (“decreased bandwidth”) prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus

- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.
8. Service Interface & Termination Requirements

Contractor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

9. Management VLANs

Contractor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Contractor is providing only a single VLAN to CTS, Contractor may satisfy this requirement by providing an additional port on the existing VLAN.

10. SNMP Access

Contractor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

In Witness Whereof, the parties hereto, having read this SWO 55 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

Approved
State of Washington
Consolidated Technology Services

[Signature]
Print or Type Name: Doug Hoffner
Title: Assistant Director
Date: 2/10/15

Approved
CenturyLink Communications, LLC., f/k/a Qwest Communications Company LLC, including its subsidiaries

[Signature]
Print or Type Name: Wendy Rawlings
Title: Offer Management
Date: 2/5/2015
Attachment 1
SWO 55
T15-RFQ-030
Secondary Ethernet Site List
CenturyLink Communications, LLC., f/k/a Qwest Communications Company
LLC, including its subsidiaries

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>Taxes</th>
<th>DMARC</th>
<th>Trunk Circuit</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSHS</td>
<td>1651 S Pilgrim St</td>
<td>Moses Lake</td>
<td>Olympia</td>
<td>100</td>
<td>$26.00</td>
<td>$2.60</td>
<td>$3,900.00</td>
<td>SWO 64</td>
</tr>
</tbody>
</table>

N106703
Supplemental Work Order 56
To
Contract T11-PCH-529
For
Secondary Transport Ethernet Services

This Supplemental Work Order 56 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiencry of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this SWO have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Contractor and CTS, with reference number T11-PCH-529

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which Contractor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a four (4) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

N107778
State of Washington
Consolidated Technology Services

Secondary Transport Ethernet Services
Contract # T11-PCH-529
4. **Service Delivery Locations.**

Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

5. **Service Order and Installation**

Contractor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist and wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service installation, the date of which shall be the “Service Installation Date.”

6. **Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for the Service. The list of circuits covered by this SWO is incorporated by reference and attached hereto.

7. **Termination Liability**

As the sole and exclusive remedy for termination of any Services, or bandwidth decreases below the original contracted level (“decreased bandwidth”) prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus

- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.
8. **Service Interface & Termination Requirements**

Contractor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

9. **Management VLANs**

Contractor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Contractor is providing only a single VLAN to CTS, Contractor may satisfy this requirement by providing an additional port on the existing VLAN.

10. **SNMP Access**

Contractor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

_In Witness Whereof_, the parties hereto, having read this SWO 56 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

---

**Approved**

State of Washington
Consolidated Technology Services

_Doug Hoffer_
Signature
_Doug Hoffer_
Print or Type Name
Assistant Director

2/17/15
Date

**Approved**

CenturyLink Communications, LLC, t/d/a Qwest Communications Company LLC, including its subsidiaries

_Wendy Rawlings_
Signature
Wendy Rawlings on behalf of Jacob Darfler
Print or Type Name
Manager, Offer Management

3/10/2015
Date

---

N107778
Attachment 1  
SWO 56  
T15-RFQ-030  
Secondary Ethernet Site List  
CenturyLink Communications, LLC, f/k/a Qwest Communications Company LLC,  
including its subsidiaries

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>Taxes</th>
<th>DMARC</th>
<th>Trunk Circuit</th>
</tr>
</thead>
<tbody>
<tr>
<td>LNI KEL</td>
<td>711 Vine Street</td>
<td>Kelso</td>
<td>Olympia</td>
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<td>$2.60</td>
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<td>SWO 11</td>
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</tbody>
</table>
Supplemental Work Order 57
To
Contract T11-PCH-529
For
Secondary Transport Ethernet Services

This Supplemental Work Order 57 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this SWO have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Contractor and CTS, with reference number T11-PCH-529

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which Contractor delivers an aggregated bundle of VLANs.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a four (4) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.
4. **Service Delivery Locations.**

Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

5. **Service Order and Installation**

Contractor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist and wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service installation, the date of which shall be the “Service Installation Date.”

6. **Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for the Service. The list of circuits covered by this SWO is incorporated by reference and attached hereto.

7. **Termination Liability**

As the sole and exclusive remedy for termination of any Services, or bandwidth decreases below the original contracted level (“decreased bandwidth”) prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus

- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.
8. Service Interface & Termination Requirements

Contractor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

9. Management VLANs

Contractor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Contractor is providing only a single VLAN to CTS, Contractor may satisfy this requirement by providing an additional port on the existing VLAN.

10. SNMP Access

Contractor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

In Witness Whereof, the parties hereto, having read this SWO 57 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature
Doug Hoffer

Print or Type Name
Assistant Director

Title
Date

2/17/15

Approved

CenturyLink Communications, LLC, f/k/a Qwest Communications Company LLC, including its subsidiaries

Signature
Wendy Rawlings
Print or Type Name
Manager, Offer Management

Title
Date

2/18/15

N107785
<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
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<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>Taxes</th>
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<th>Trunk Circuit</th>
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</thead>
<tbody>
<tr>
<td>BIIA 3901</td>
<td>602 N 39th Ave Ste 100</td>
<td>Yakima</td>
<td>Olympia</td>
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<td>$25.00</td>
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</table>
Supplemental Work Order 58
To
Contract T11-PCH-529
For
Secondary Transport Ethernet Services

This Supplemental Work Order 58 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS"or "Purchaser"), and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this SWO have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Contractor and CTS, with reference number T11-PCH-529

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which Contractor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.
4. **Service Delivery Locations.**

Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

5. **Service Order and Installation**

Contractor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist and wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. **Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for the Service. The list of circuits covered by this SWO is incorporated by reference and attached hereto.

7. **Termination Liability**

As the sole and exclusive remedy for termination of any Services, or bandwidth decreases below the original contracted level (“decreased bandwidth”) prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus

- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.
8. Service Interface & Termination Requirements

Contractor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

9. Management VLANs

Contractor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Contractor is providing only a single VLAN to CTS, Contractor may satisfy this requirement by providing an additional port on the existing VLAN.

10. SNMP Access

Contractor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

_In Witness Whereof_, the parties hereto, having read this SWO 58 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

_Doug Hoffer_
Signature
Print or Type Name
Assistant Director

2/17/15
Date

Approved

CenturyLink Communications, LLC, t/a
Qwest Communications Company LLC,
including its subsidiaries

_Wendy Rawlings_
Signature
Print or Type Name
Manager, Offer Management

2/10/2015
Date
## Attachment 1
SWO 58  
T15-RFQ-027  
Secondary Ethernet Site List

CenturyLink Communications, LLC, f/k/a Qwest Communications Company LLC,  
including its subsidiaries

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>Taxes</th>
<th>DMARC</th>
<th>Trunk Circuit</th>
</tr>
</thead>
<tbody>
<tr>
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<td>5600 W Canal Dr St B</td>
<td>Kennewick</td>
<td>Olympia</td>
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<td>$2.50</td>
<td>$3,750.00</td>
<td>SWO 64</td>
</tr>
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<td>Olympia</td>
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<td>SWO 64</td>
</tr>
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<td>Richland</td>
<td>Olympia</td>
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<td>$3,750.00</td>
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<td>Kennewick</td>
<td>Olympia</td>
<td>10</td>
<td>$25.00</td>
<td>$2.50</td>
<td>$3,750.00</td>
<td>SWO 64</td>
</tr>
<tr>
<td>DOL 0401</td>
<td>350 Orondo Ave</td>
<td>Wenatchee</td>
<td>Olympia</td>
<td>10</td>
<td>$25.00</td>
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<td>Chelan</td>
<td>Olympia</td>
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<td>$25.00</td>
<td>$2.50</td>
<td>$3,750.00</td>
<td>SWO 64</td>
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</table>
Supplemental Work Order 59
To
Contract T11-PCH-529
For
Secondary Transport Ethernet Services

This Supplemental Work Order 59 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this SWO have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Contractor and CTS, with reference number T11-PCH-529.

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which Contractor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a five (5) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.
4. **Service Delivery Locations.**

Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

5. **Service Order and Installation**

Contractor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist and wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. **Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for the Service. The list of circuits covered by this SWO is incorporated by reference and attached hereto.

7. **Termination Liability**

As the sole and exclusive remedy for termination of any Services, or bandwidth decreases below the original contracted level (“decreased bandwidth”) prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus

- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month's invoice for the terminated service.
8. Service Interface & Termination Requirements

Contractor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

9. Management VLANs

Contractor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Contractor is providing only a single VLAN to CTS, Contractor may satisfy this requirement by providing an additional port on the existing VLAN.

10. SNMP Access

Contractor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

In Witness Whereof, the parties hereto, having read this SWO 59 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature

DOUG HOFER

Print or Type Name
Assistant Director

Title

Date 2/17/15

Approved

CenturyLink Communications, LLC, f/k/a
Qwest Communications Company LLC, including its subsidiaries

Signature
Wendy Rawlings

Print or Type Name
Wendy Rawlings on behalf of Jacob Darfler

Title
Manager, Offer Management

Date 2/9/2015
Attachment 1  
SWO 59  
T15-RFQ-033  
Secondary Ethernet Site List  
CenturyLink Communications, LLC., f/k/a Qwest Communications Company  
LLC, including its subsidiaries

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>Taxes</th>
<th>DMARC</th>
<th>Trunk Circuit</th>
</tr>
</thead>
<tbody>
<tr>
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<td>3704 172nd St NE Suite P</td>
<td>Arlington</td>
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<td>$2.60</td>
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</table>
Supplemental Work Order 60
To
Contract T11-PCH-529
For
Secondary Transport Ethernet Services

This Supplemental Work Order 60 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this SWO have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Contractor and CTS, with reference number T11-PCH-529

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which Contractor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

N107714
State of Washington
Consolidated Technology Services
1
Secondary Transport Ethernet Services
Contract # T11-PCH-529
4. Service Delivery Locations.

Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

5. Service Order and Installation

Contractor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist and wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for the Service. The list of circuits covered by this SWO is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services, or bandwidth decreases below the original contracted level (“decreased bandwidth”) prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus

- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.
8. Service Interface & Termination Requirements

Contractor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

9. Management VLANs

Contractor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Contractor is providing only a single VLAN to CTS, Contractor may satisfy this requirement by providing an additional port on the existing VLAN.

10. SNMP Access

Contractor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

In Witness Whereof, the parties hereto, having read this SWO 60 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature

Print or Type Name
Assistant Director

Title

2/12/15

Date

Approved

CenturyLink Communications, LLC, f/k/a Qwest Communications Company LLC, including its subsidiaries

Signature

Wendy Rawlings on behalf of Jacob Darfler

Print or Type Name
Manager, Offer Management

Title

2/9/2015

Date

N107714
Attachment 1
SWO 60
T15-RFQ-030
Secondary Ethernet Site List
CenturyLink Communications, LLC., f/k/a Qwest Communications Company LLC, including its subsidiaries

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<th>Mb</th>
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Supplemental Work Order 61
To
Contract T11-PCH-529
For
Secondary Transport Ethernet Services

This Supplemental Work Order 61 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this SWO have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Contractor and CTS, with reference number T11-PCH-529

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which Contractor delivers an aggregated bundle of VLANs.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a four (4) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.
4. Service Delivery Locations.

Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

5. Service Order and Installation

Contractor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist and wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for the Service. The list of circuits covered by this SWO is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus

- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.
8. **Service Interface & Termination Requirements**

Contractor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

9. **Management VLANs**

Contractor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Contractor is providing only a single VLAN to CTS, Contractor may satisfy this requirement by providing an additional port on the existing VLAN.

10. **SNMP Access**

Contractor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

*In Witness Whereof*, the parties hereto, having read this SWO 61 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

---

**Approved**

State of Washington
Consolidated Technology Services

_Signature_

_Doug Hoffer_

_Print or Type Name
Assistant Director_

2/17/15

**Approved**

CenturyLink Communications, LLC, f/k/a Qwest Communications Company LLC, including its subsidiaries

_Signature_

_Wendy Rawlings_

_Print or Type Name
Manager, Offer Management_

2/9/2015

**Title**

**Date**
### CenturyLink Communications, LLC, f/k/a Qwest Communications Company LLC, including its subsidiaries

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
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</table>
Amendment Number 62

to

Contract Number T11-PCH-529

for

Secondary Transport Ethernet Services

In accordance with Provision 41 Authority for Modifications and Amendments of Contract T11-PCH-529, this Amendment number 62 is entered into by and between the State of Washington, Consolidated Technology Services (CTS) and CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC, including its subsidiaries ("CenturyLink").

The purpose of this Amendment is to extend the term of the Contract.

The parties hereby agree to amend the Contract as follows:

1. CenturyLink and CTS hereby agree to extend the term of the Contract from June 30, 2015 through June 30, 2016.

All other provisions of Contract T11-PCH-529, as previously amended, shall remain in full force and effect.

This Amendment 62 shall be effective as of the date signed by CTS.

Approved
State of Washington,
Consolidated Technology Services

[Signature]

Print or Type Name
Doug Hoffer
Title
Assistant Director

Date
3-26-15

Approved
CenturyLink Communications, LLC

[Signature]

Print or Type Name
Wendy Rawlings on behalf of Jacob Darfler
Title
Manager, Offer Management

Date
3-19-2015
Supplemental Work Order 66
To
Contract T11-PCH-529
For
Secondary Transport Ethernet Services

This Supplemental Work Order 66 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this SWO have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Contractor and CTS, with reference number T11-PCH-529.

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which Contractor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a four (4) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.
4. Service Delivery Locations.

Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at
the throughput, price, and between the endpoints specified in Attachment 1.

5. Service Order and Installation

Contractor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance
Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where
facilities exist and wiring beyond the demarcation point is not required, and ninety (90) days
where facilities do not exist from the date that an order is placed. Contractor may request
reasonable extensions of these intervals in the event of unforeseen site conditions or delays in
permitting. It is Contractor’s responsibility to coordinate the delivery of, install or arrange
installation of, test and make operational all items necessary to provide the services
described. Contractor agrees to provide written notification to CTS’ Contract Manager and
CTS’ WAN Manager upon service Installation, the date of which shall be the “Service
Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SWO
shall have a Minimum Service Commitment of twelve (12) months, commencing on the
Service Installation Date for the Service. The list of circuits covered by this SWO is
incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services, or bandwidth decreases
below the original contracted level (“decreased bandwidth”) prior to the end of the term,
Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth
  provided through the effective date of such termination or decrease; plus

- For termination during the Minimum Service Commitment, Termination Charge shall be an
  amount equal to 100% of the monthly recurring cost of the Services terminated times the
  number of months remaining in the Minimum Service Commitment period and/or a charge
  of 100% of the difference between the original bandwidth MRC and the decreased
  bandwidth MRC; plus 40% of the monthly recurring charges times the number of months
  remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of
  the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- For termination after the Minimum Service Commitment, Termination Liability shall be an
  amount equal 40% of the monthly recurring charges times the number of months remaining
  in the Term of this SWO after the Minimum Service Commitment and/or 40% of the
difference between the original bandwidth MRC and the decreased bandwidth MRC.

- All third party costs and expenses incurred by Qwest in so terminating such Service or
decreasing bandwidth and all applicable non-recurring charges that may have been waived.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last
  month’s invoice for the terminated service.
8. Service Interface & Termination Requirements

Contractor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties, Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

9. Management VLANs

Contractor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Contractor is providing only a single VLAN to CTS, Contractor may satisfy this requirement by providing an additional port on the existing VLAN.

10. SNMP Access

Contractor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

In Witness Whereof, the parties hereto, having read this SWO 66 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

[Signature]
Doug Hoffer
Print or Type Name
Assistant Director
Title
Date

Approved

CenturyLink Communications, LLC., f/k/a Qwest Communications Company LLC, including its subsidiaries

[Wendy Rawlings]
Signature
Wendy Rawlings on behalf of Jacob Darfler
Print or Type Name
Manager, Offer Management
Title
Date

N103686
<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
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Supplemental Work Order 67
To
Contract T11-PCH-529
For
Secondary Transport Ethernet Services

This Supplemental Work Order 67 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this SWO have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Contractor and CTS, with reference number T11-PCH-529

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which Contractor delivers an aggregated bundle of VlANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

N107763
State of Washington
Consolidated Technology Services

Secondary Transport Ethernet Services
Contract # T11-PCH-529
4. **Service Delivery Locations.**

Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

5. **Service Order and Installation**

Contractor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist and wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service installation, the date of which shall be the “Service Installation Date.”

6. **Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for the Service. The list of circuits covered by this SWO is incorporated by reference and attached hereto.

7. **Termination Liability**

As the sole and exclusive remedy for termination of any Services, or bandwidth decreases below the original contracted level (“decreased bandwidth”) prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus

- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.
8. Service Interface & Termination Requirements

Contractor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

9. Management VLANs

Contractor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Contractor is providing only a single VLAN to CTS, Contractor may satisfy this requirement by providing an additional port on the existing VLAN.

10. SNMP Access

Contractor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

_In Witness Whereof_, the parties hereto, having read this SWO 67 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

Signature  
Doug Hoffer

Print or Type Name  
Assistant Director

Title  
2/17/15

**Approved**

CenturyLink Communications, LLC, f/k/a  
Qwest Communications Company LLC, including its subsidiaries

Signature  
Wendy Rawlings  
Manager, Offer Management

Print or Type Name  
Wendy Rawlings on behalf of Jacob Darfler

Title  
2/10/2015
<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>Taxes</th>
<th>VLAN</th>
<th>DMARC</th>
<th>Trunk SWO</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSHS</td>
<td>400 Mercer St Ste 400</td>
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<td>Olympia</td>
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<td>$50.00</td>
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Attachment 1
SWO 67
Secondary Ethernet Site List
CenturyLink Communications, LLC., f/k/a Qwest Communications Company
LLC, including its subsidiaries
T15-RFQ-037
Amendment 70

to

Contract Number T11-PCH-529

for

Secondary Transport Ethernet Services

In accordance with Provision 41 (Authority for Modifications and Amendments) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 70 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser") and CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Contractor").

The purpose of this Amendment is to delete Section 2 Term on SWO 64, in its entirety and replace with the following:

2. Term:

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect January 22, 2019 for the end sites covered under this SWO.

All other provisions of Contract T11-PCH-529, as previously amended, and SWO 64, as previously amended, shall remain in full force and effect.

This amendment 70 shall be effective on the date of last signature below.

In witness thereof, the parties have signed below.

Approved
State of Washington, Consolidated Technology Services

Signature

Print or Type Name
ASSISTANT DIRECTOR

Title

Date

Approved
CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC, including its subsidiaries

Signature

Wendy Rawlings on behalf of Jacob Darfler
Print or Type Name
Manager, Offer Management

Title

Date

N109084
State of Washington
Consolidated Technology Services

T11-PCH-529
Amendment 70
Supplemental Work Order 71
To
Contract T11-PCH-529
For
Secondary Transport Ethernet Services

This Supplemental Work Order 71 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and CenturyLink Communications, LLC, fka a Qwest Communications Company, LLC, including its subsidiaries ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this SWO have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Contractor and CTS, with reference number T11-PCH-529

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which Contractor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a five (5) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.
4. Service Delivery Locations.
Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

5. Service Order and Installation
Contractor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist and wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. Term of Service – Individual Circuits
Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for the Service. The list of circuits covered by this SWO is incorporated by reference and attached hereto.

7. Termination Liability
As the sole and exclusive remedy for termination of any Services, or bandwidth decreases below the original contracted level (“decreased bandwidth”) prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus

- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.
8. Service Interface & Termination Requirements

Contractor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

9. Management VLANs

Contractor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Contractor is providing only a single VLAN to CTS, Contractor may satisfy this requirement by providing an additional port on the existing VLAN.

10. SNMP Access

Contractor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

In Witness Whereof, the parties hereto, having read this SWO 71 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signatures
Doug Hoffer

Print or Type Name
Assistant Director

Title
Date

Approved

CenturyLink Communications, LLC, f/k/a Qwest Communications Company LLC, including its subsidiaries

Signature
Wendy Rawlings

Print or Type Name
Wendy Rawlings on behalf of Jacob Darfler

Offer Management
Title
Date
<table>
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<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>Taxes</th>
<th>DMARC</th>
<th>Trunk SWO</th>
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<td>$3,900.00</td>
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</table>
Amendment Number 72
to
Contract Number T11-PCH-529
for Secondary Transport Ethernet Services

In accordance with Provision 41 (Authority of Modifications and Amendments) of Contract Number T11-PCH-529 ("Contract"), this Amendment Number 72 is entered into by and between the State of Washington, Consolidated Technology Services (CTS) and CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC ("Contractor").

The purpose of this Amendment is to delete Schedule A in its entirety and replace with the following:

Schedule A –

Authorized product and pricelist

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<th>Circuit Speed</th>
<th>Maximum Monthly Recurring Charge (MRC)</th>
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<tr>
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<tr>
<td>100 Mb</td>
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<tr>
<td>10G</td>
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</table>

Vendor Aggregation Trunks to CTS locations (Node sites)

<table>
<thead>
<tr>
<th>CTS location (Node site)</th>
<th>1G Aggregation trunk-Maximum Monthly Recurring Charge (MRC)</th>
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</thead>
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</tr>
<tr>
<td>Pullman</td>
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<td>Yakima</td>
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<td>YDYNDNETH080000721</td>
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<td>CTS location (Node site)</td>
<td>10G Aggregation trunk - Maximum Monthly Recurring Charge (MRC)</td>
<td>10G Aggregation Trunk Identifier</td>
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<tr>
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<tr>
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<td>Olympia - C</td>
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<tr>
<td>Pullman</td>
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</tr>
<tr>
<td>Seattle - A (LAN)</td>
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</tr>
<tr>
<td>Yakima</td>
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<td>TBD</td>
</tr>
</tbody>
</table>

All other provisions of Contract Number T11-PCH-529 shall remain in full force and effect.

This Amendment 72 shall be effective on the date of last signature below.

In witness thereof, the parties have signed below.

Approved
State of Washington
Consolidated Technology Services

Approved
CenturyLink Communications, LLC

Wendy Rawlings
Signature

Wendy Rawlings on behalf of Jacob Darfler

Print or Type Name

Manager, Offer Management

Title

2/19/2015

Date
Supplemental Work Order 73
To
Contract T11-PCH-529
For
Secondary Transport Ethernet Services

This Supplemental Work Order 73 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and CenturyLink Communications, LLC., f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this SWO have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Contractor and CTS, with reference number T11-PCH-529

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which Contractor delivers an aggregated bundle of VLANs.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a four (4) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.
4. Service Delivery Locations.

Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

5. Service Order and Installation

Contractor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist and wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for the Service. The list of circuits covered by this SWO is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services, or bandwidth decreases below the original contracted level (“decreased bandwidth”) prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus

- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.
8. Service Interface & Termination Requirements

Contractor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

9. Management VLANs

Contractor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Contractor is providing only a single VLAN to CTS, Contractor may satisfy this requirement by providing an additional port on the existing VLAN.

10. SNMP Access

Contractor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

In Witness Whereof, the parties hereto, having read this SWO 73 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature
Doug Hoffer

Print or Type Name
Assistant Director

Title
3/23/15

Approved

CenturyLink Communications, LLC., f/k/a Qwest Communications Company LLC, including its subsidiaries

Signature
Wendy Rawlings

Print or Type Name
Manager, Offer Management

Title
3/9/2015
Attachment 1
SWO 73
Secondary Ethernet Site List
CenturyLink Communications, LLC., f/k/a Qwest Communications Company
LLC, including its subsidiaries
T15-RFQ-027

<table>
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<tr>
<th>Site</th>
<th>Address</th>
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<th>CTS Node</th>
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<th>MRC</th>
<th>Taxes</th>
<th>Trunk SWO</th>
</tr>
</thead>
<tbody>
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<td>100</td>
<td>$103.15</td>
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Amendment 68
for
Contract Number T11-PCH-529
for
Secondary Transport Ethernet Services

In accordance with Provision 41 (Authority for Modifications and Amendments) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 68 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC ("Vendor").

The purpose of this Amendment is to correct Attachment 1 of SWO 48, CenturyLink Pramata ID 885090. Now, therefore, the parties agree to amend SWO 48 to reflect the change:

<table>
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<th>Taxes</th>
<th>DMCARC</th>
<th>Trunk Circuit</th>
</tr>
</thead>
<tbody>
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<td>Kennewick</td>
<td>Olympia</td>
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<td>$25.00</td>
<td>$2.50</td>
<td>$3,750.00</td>
<td>SWO 64</td>
</tr>
</tbody>
</table>

1. All other provisions of Contract T11-PCH-529, as previously amended, and SWO 48, as previously amended, shall remain in full force and effect.

This Amendment 68 shall be effective as of the date signed by CTS.

Approved
State of Washington,
Consolidated Technology Services

Signature
Doug Hoffer, Assistant Director

Print or Type Name, Title
Date: 2/26/15

Approved
CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC

Signature
Wendy Rawlings on behalf of Jacob Darfler,
Manager, Offer Management

Print or Type Name, Title
Date: 2/19/2015
Amendment 69
for
Contract Number T11-PCH-529
for
Secondary Transport Ethernet Services

In accordance with Provision 41 (Authority for Modifications and Amendments) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 69 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC ("CenturyLink").

The purpose of this Amendment is to correct Attachment 1 of SWO 51, CenturyLink Pramata ID #885266. Now, therefore, the parties agree to amend SWO 51 to reflect the change:

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<th>MRC</th>
<th>Taxes</th>
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<td>10</td>
<td>$25.00</td>
<td>$2.50</td>
<td>$0</td>
<td>$3,750.00</td>
<td>SWO 64</td>
</tr>
<tr>
<td>DOLD280 2</td>
<td>1011 Mullis St, Fire Dist 3 Station</td>
<td>Friday Harbor</td>
<td>Olympia</td>
<td>10</td>
<td>$25.00</td>
<td>$2.50</td>
<td>$0</td>
<td>$3,750.00</td>
<td>SWO 64</td>
</tr>
</tbody>
</table>

1. All other provisions of Contract T11-PCH-529, as previously amended, and SWO 51, as previously amended, shall remain in full force and effect.

N111507
State of Washington
Consolidated Technology Services

T11-PCH-529
Amendment 69
This Amendment 69 shall be effective as of the date signed by CTS.

Approved
State of Washington,
Consolidated Technology Services

Signature
Doug Hoffer, Assistant Director
Print or Type Name, Title
Date: 2/26/15

Approved
CenturyLink Communications, LLC f/k/a
Qwest Communications Company

Signature
Wendy Rawlings
Print or Type Name, Title
Date: 2/19/2015
Amendment 74
for
Contract Number T11-PCH-529
for
Secondary Transport Ethernet Services

In accordance with Provision 41 (Authority for Modifications and Amendments) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 74 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and CenturyLink Communications, LLC f/k/a Qwst Communications Company, LLC ("Vendor").

The purpose of this Amendment is to remove the following Ethernet site from SWO 22. Now, therefore, the parties agree to amend the Supplemental Work Order 22 to reflect the change:

<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>Taxes</th>
<th>VLAN</th>
<th>DMARC</th>
<th>Trunk Circuit</th>
</tr>
</thead>
<tbody>
<tr>
<td>DOLC2729</td>
<td>18207 Old Sumner</td>
<td>Bonney</td>
<td>Olympia</td>
<td>10</td>
<td>$475.00</td>
<td>$47.50</td>
<td>$50.00</td>
<td>$2,674.80</td>
<td>SWO 13</td>
</tr>
</tbody>
</table>

1. All other provisions of Contract T11-PCH-529, as previously amended, and SWO 22, as previously amended, shall remain in full force and effect.

This Amendment 74 shall be effective as of the date signed by CTS.

Approved
State of Washington,
Consolidated Technology Services

Date: 3/20/15

Approved
CenturyLink Communications, LLC

Date: 3/10/2015

N113101
State of Washington
Consolidated Technology Services

T11-PCH-529
Amendment 74
Amendment 75
for
Contract Number T11-PCH-529
for
Secondary Transport Ethernet Services

In accordance with Provision 41 (Authority for Modifications and Amendments) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 75 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and Qwest Communications Company, LLC d/b/a CenturyLink QCC ("Vendor").

The purpose of this Amendment is as follows:

1) The parties agree to terminate Supplemental Work Order 67, which became Effective February 17, 2015, in its entirety. The parties acknowledge that the Service Installation Date has not occurred and the Minimum Service Commitment has not commenced.

All other provisions of Contract T11-PCH-529, as previously amended, shall remain in full force and effect. This Amendment 75 shall be effective as of the date signed by CTS.

Approved
State of Washington,
Consolidated Technology Services

Approved
Qwest Communications Company, LLC d/b/a
CenturyLink QCC

Signature
Doug Hoffer    Assistant Director
Print or Type Name, Title
Date: 3/12/15

Signature
Wendy Rawlings on behalf of Jacob Darler Manager offer management
Print or Type Name, Title
Date: 3/19/2015

State of Washington
Consolidated Technology Services
T11-PCH-529
Amendment 75
Amendment 74
for
Contract Number T11-PCH-529
for
Secondary Transport Ethernet Services

In accordance with Provision 41 (Authority for Modifications and Amendments) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 74 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and CenturyLink Communications, LLC f/k/a Qwst Communications Company, LLC ("Vendor").

The purpose of this Amendment is to remove the following Ethernet site from SWO 22. Now, therefore, the parties agree to amend the Supplemental Work Order 22 to reflect the change:

<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>Taxes</th>
<th>VLAN</th>
<th>DMARC</th>
<th>Trunk Circuit</th>
</tr>
</thead>
<tbody>
<tr>
<td>DOLC2729</td>
<td>18207 Old Sumner Buckley Hwy</td>
<td>Bonney Lake</td>
<td>Olympia</td>
<td>10</td>
<td>$475.00</td>
<td>$47.50</td>
<td>$50.00</td>
<td>$2,674.80</td>
<td>SWO 13</td>
</tr>
</tbody>
</table>

1. All other provisions of Contract T11-PCH-529, as previously amended, and SWO 22, as previously amended, shall remain in full force and effect.

This Amendment 74 shall be effective as of the date signed by CTS.

Approved

State of Washington, Consolidated Technology Services

Signature

Print or Type Name, Title

Date: 3/20/2015

Approved

CenturyLink Communications, LLC

Signature

Wendy Rawlings on behalf of Jacob Dorfner Manager, Offer Management

Print or Type Name, Title

Date: 3/10/2015
Supplemental Work Order 73
To
Contract T11-PCH-529
For
Secondary Transport Ethernet Services

This Supplemental Work Order 73 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and CenturyLink Communications, LLC., f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this SWO have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Contractor and CTS, with reference number T11-PCH-529.

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which Contractor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a four (4) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.
4. **Service Delivery Locations.**

Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

5. **Service Order and Installation**

Contractor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist and wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. **Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for the Service. The list of circuits covered by this SWO is incorporated by reference and attached hereto.

7. **Termination Liability**

As the sole and exclusive remedy for termination of any Services, or bandwidth decreases below the original contracted level (“decreased bandwidth”) prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus

- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.
8. Service Interface & Termination Requirements

Contractor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

9. Management VLANs

Contractor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Contractor is providing only a single VLAN to CTS, Contractor may satisfy this requirement by providing an additional port on the existing VLAN.

10. SNMP Access

Contractor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

**In Witness Whereof**, the parties hereto, having read this SWO 73 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

<table>
<thead>
<tr>
<th>Approved</th>
</tr>
</thead>
<tbody>
<tr>
<td>State of Washington</td>
</tr>
<tr>
<td>Consolidated Technology Services</td>
</tr>
</tbody>
</table>
| [Signature]
| Doug Hoffer |

| Print or Type Name |
| Assistant Director |
| 3/20/15 |

<table>
<thead>
<tr>
<th>Approved</th>
</tr>
</thead>
<tbody>
<tr>
<td>CenturyLink Communications, LLC., f/k/a Qwest Communications Company LLC, including its subsidiaries</td>
</tr>
</tbody>
</table>
| [Signature]
| Wendy Rawlings on behalf of Jacob Darfier |

| Print or Type Name |
| Manager, Offer Management |
| 3/9/2015 |

| Title |
| Date |
## Attachment 1

**SWO 73**

**Secondary Ethernet Site List**

CenturyLink Communications, LLC., f/k/a Qwest Communications Company LLC, including its subsidiaries

**T15-RFQ-027**

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>Taxes</th>
<th>Trunk SWO</th>
</tr>
</thead>
<tbody>
<tr>
<td>DFW REG2</td>
<td>1550 Alder St NW</td>
<td>Ephrata</td>
<td>Olympia</td>
<td>100</td>
<td>$103.15</td>
<td>$10.32</td>
<td>64</td>
</tr>
</tbody>
</table>
Supplemental Work Order 76
To
Contract T11-PCH-529
For
Secondary Transport Ethernet Services

This Supplemental Work Order 76 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and CenturyLink Communications, LLC., f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this SWO have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Contractor and CTS, with reference number T11-PCH-529

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which Contractor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.
4. Service Delivery Locations.

Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

5. Service Order and Installation

Contractor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before April 28, 2015. Should vendor fail to complete handoff by that date, CTS shall impose monetary penalties in the amount of $500 per calendar day, until completion of circuit and handoff has been accepted by CTS. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for the Service. The list of circuits covered by this SWO is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services, or bandwidth decreases below the original contracted level (“decreased bandwidth”) prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus

- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.
8. Service Interface & Termination Requirements

Contractor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

9. Management VLANs

Contractor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Contractor is providing only a single VLAN to CTS, Contractor may satisfy this requirement by providing an additional port on the existing VLAN.

10. SNMP Access

Contractor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

In Witness Whereof, the parties hereto, having read this SWO 76 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature
Dong Hoffer

Print or Type Name
Assistant Director

Title
Date

Approved

CenturyLink Communications, LLC., f/k/a Qwest Communications Company LLC, including its subsidiaries

Signature
Wendy Rawlings

Print or Type Name
Manager, Offer Management

Title
Date
Attachment 1  
SWO 76  
Secondary Ethernet Site List  
CenturyLink Communications, LLC., f/k/a Qwest Communications Company  
LLC, including its subsidiaries  
T15-RFQ-053  

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>DMARC</th>
<th>Trunk Circuit</th>
</tr>
</thead>
<tbody>
<tr>
<td>DOLC 1101</td>
<td>1016 N 4th</td>
<td>Pasco</td>
<td>Olympia</td>
<td>10</td>
<td>$2.60</td>
<td>$0.26</td>
<td>$8128.00</td>
<td>SWO 64</td>
</tr>
</tbody>
</table>
Supplemental Work Order 77
To
Contract T11-PCH-529
For
Secondary Transport Ethernet Services

This Supplemental Work Order 77 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this SWO have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Contractor and CTS, with reference number T11-PCH-529

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which Contractor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a four (4) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.
4. Service Delivery Locations.

Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at
the throughput, price, and between the endpoints specified in Attachment 1.

5. Service Order and Installation

6. Contractor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance
Testing (pursuant to Section 19 of the Contract) no later than April 15, 2015. Should
vendor fail to complete handoff by that date, CTS shall impose monetary penalties in
the amount of $500 per calendar day, until completion of circuit and handoff has been
accepted by CTS. It is Contractor’s responsibility to coordinate the delivery of, install or
arrange installation of, test and make operational all items necessary to provide the services
described. Contractor agrees to provide written notification to CTS’ Contract Manager and
CTS’ WAN Manager upon service Installation, the date of which shall be the “Service
Installation Date.”

7. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SWO
shall have a Minimum Service Commitment of twelve (12) months, commencing on the
Service Installation Date for the Service. The list of circuits covered by this SWO is
incorporated by reference and attached hereto.

8. Termination Liability

As the sole and exclusive remedy for termination of any Services, or bandwidth decreases
below the original contracted level (“decreased bandwidth”) prior to the end of the term,
Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth
  provided through the effective date of such termination or decrease; plus

- For termination during the Minimum Service Commitment, Termination Charge shall be an
  amount equal to 100% of the monthly recurring cost of the Services terminated times the
  number of months remaining in the Minimum Service Commitment period and/or a charge
  of 100% of the difference between the original bandwidth MRC and the decreased
  bandwidth MRC, plus 40% of the monthly recurring charges times the number of months
  remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of
  the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- For termination after the Minimum Service Commitment, Termination Liability shall be an
  amount equal 40% of the monthly recurring charges times the number of months remaining
  in the Term of this SWO after the Minimum Service Commitment and/or 40% of the
difference between the original bandwidth MRC and the decreased bandwidth MRC.

- All third party costs and expenses incurred by Qwest in so terminating such Service or
decreasing bandwidth and all applicable non-recurring charges that may have been waived.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last
  month’s invoice for the terminated service.
9. Service Interface & Termination Requirements

Contractor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

10. Management VLANs

Contractor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Contractor is providing only a single VLAN to CTS, Contractor may satisfy this requirement by providing an additional port on the existing VLAN.

11. SNMP Access

Contractor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

In Witness Whereof, the parties hereto, having read this SWO 77 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature
Doug Hoffer

Print or Type Name
Assistant Director

Title
Date

4/3/15

Approved

CenturyLink Communications, LLC f/k/a
Qwest Communications Company LLC,
including its subsidiaries

Signature
Wendy Rawlings on behalf of Jacob Darler

Print or Type Name
Offer Management

Title
Date

4/1/2015
Attachment 1
SWO 77
Secondary Ethernet Site List
CenturyLink Communications, LLC f/k/a Qwest Communications Company LLC,
including its subsidiaries
T15-RFQ-056

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>DMARC</th>
<th>Trunk Circuit</th>
</tr>
</thead>
<tbody>
<tr>
<td>PARK 0901</td>
<td>270 9th St NE</td>
<td>Wenatchee</td>
<td>100</td>
<td>$2.60</td>
<td>$0.26</td>
<td>$28,580.00</td>
<td>SWO 64</td>
<td></td>
</tr>
</tbody>
</table>
Supplemental Work Order 78
To
Contract T11-PCH-529
For
Secondary Transport Ethernet Services

This Supplemental Work Order 78 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this SWO have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Contractor and CTS, with reference number T11-PCH-529

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which Contractor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a three (3) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.
4. Service Delivery Locations.

Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

5. Service Order and Installation

6. Contractor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist and wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

7. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for the Service. The list of circuits covered by this SWO is incorporated by reference and attached hereto.

8. Termination Liability

As the sole and exclusive remedy for termination of any Services, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus

- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.
9. Service Interface & Termination Requirements

Contractor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

10. Management VLANs

Contractor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Contractor is providing only a single VLAN to CTS, Contractor may satisfy this requirement by providing an additional port on the existing VLAN.

11. SNMP Access

Contractor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

In Witness Whereof, the parties hereto, having read this SWO 78 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

[Signature]
Doug Hoffer

Approved

CenturyLink Communications, LLC f/k/a
Qwest Communications Company, LLC,
including its subsidiaries

[Signature]
Wendy Rawlings

Wendy Rawlings on behalf of Jacob Darfler

[Print or Type Name]
Offer Management

[Title]
[Date]

[Print or Type Name]
Offer Management

[Title]
[Date]
Attachment 1  
SWO 78  
Secondary Ethernet Site List  
CenturyLink Communications, LLC f/k/a Qwest Communications Company LLC,  
including its subsidiaries  
T15-RFQ-037

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>VLAN</th>
<th>DMARC</th>
<th>Trunk Circuit</th>
</tr>
</thead>
<tbody>
<tr>
<td>LOT 3402</td>
<td>7860 29th Ave St NE Suite C</td>
<td>Lacey</td>
<td>Olympia</td>
<td>10</td>
<td>$475.00</td>
<td>$47.50</td>
<td>$50.00</td>
<td>$3,125.00</td>
<td>SWO 11</td>
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</tbody>
</table>
Amendment 79  
for  
Contract Number T11-PCH-529  
for  
Secondary Transport Ethernet Services

In accordance with Provision 41 (Authority for Modifications and Amendments) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 79 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Vendor").

The purpose of this Amendment is to remove the following Ethernet site from SWO 66. Now, therefore, the parties agree to amend the Supplemental Work Order 66 to reflect the change:

<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>Taxes</th>
<th>VLAN</th>
<th>DMARC</th>
<th>Trunk Circuit</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSHS4006</td>
<td>1313 W Meeker Ste 102</td>
<td>Kent</td>
<td>Olympia</td>
<td>100</td>
<td>$700.00</td>
<td>$70.00</td>
<td>$50.00</td>
<td>$1,125.00</td>
<td>SWO 13</td>
</tr>
</tbody>
</table>

1. All other provisions of Contract T11-PCH-529, as previously amended, and SWO 66, as previously amended, shall remain in full force and effect.

This Amendment 79 shall be effective as of the date signed by CTS.

Approved  
State of Washington, Consolidated Technology Services

[Signature]

Doug Hoffer  Assistant Director

Print or Type Name, Title  
Date: 4/10/15

Approved  
CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC, including its subsidiaries

[Signature]  
Wendy Rawlings on behalf of Jacob Darfler, Manager, Offer Management

Print or Type Name, Title  
Date: 4/1/2015

N117882  
State of Washington  
Consolidated Technology Services  
T11-PCH-529  
Amendment 79
Supplemental Work Order 81
To
Contract T11-PCH-529
For
Secondary Transport Ethernet Services

This Supplemental Work Order 81 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this SWO have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Contractor and CTS, with reference number T11-PCH-529

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which Contractor delivers an aggregated bundle of VLANs.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.
4. Service Delivery Locations.

Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

5. Service Order and Installation

6. Contractor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) ready no later than May 22, 2015. Should vendor fail to complete handoff by that date, CTS shall impose monetary penalties in the amount of $500 per calendar day, until completion of circuit and handoff has been accepted by CTS. It is Contractor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

7. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for the Service. The list of circuits covered by this SWO is incorporated by reference and attached hereto.

8. Termination Liability

As the sole and exclusive remedy for termination of any Services, or bandwidth decreases below the original contracted level (“decreased bandwidth”) prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus

- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.
9. Service Interface & Termination Requirements

Contractor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

10. Management VLANs

Contractor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Contractor is providing only a single VLAN to CTS, Contractor may satisfy this requirement by providing an additional port on the existing VLAN.

11. SNMP Access

Contractor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

In Witness Whereof, the parties hereto, having read this SWO 81 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature
Doug Hoffer

Print or Type Name
Assistant Director

Title
Date

Approved

CenturyLink Communications, LLC., f/k/a Qwest Communications Company LLC, including its subsidiaries

Signature
Wendy Rawlings

Print or Type Name
Manager, Offer Management

Title
Date

N122509
<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>DMARC</th>
<th>Trunk Circuit</th>
</tr>
</thead>
<tbody>
<tr>
<td>ESD 0401</td>
<td>270 9th St NE</td>
<td>East Wenatchee</td>
<td>Olympia</td>
<td>10</td>
<td>$650.00</td>
<td>$65.00</td>
<td>$195.00</td>
<td>SWO 64</td>
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</table>
Supplemental Work Order 82
To
Contract T11-PCH-529
For
Secondary Transport Ethernet Services

This Supplemental Work Order 82 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this SWO have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Contractor and CTS, with reference number T11-PCH-529

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which Contractor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.
4. Service Delivery Locations.

Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

5. Service Order and Installation

Contractor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist and wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service installation, the date of which shall be the “Service Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for the Service. The list of circuits covered by this SWO is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services, or bandwidth decreases below the original contracted level (“decreased bandwidth”) prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus

- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.
8. Service Interface & Termination Requirements

Contractor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

9. Management VLANs

Contractor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Contractor is providing only a single VLAN to CTS, Contractor may satisfy this requirement by providing an additional port on the existing VLAN.

10. SNMP Access

Contractor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

In Witness Whereof, the parties hereto, having read this SWO 82 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

[Signature]
Doug Hoffer

Print or Type Name
Assistant Director

Date 5/8/15

Approved

CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC, including its subsidiaries

[Signature]
Wendy Rawlings

Print or Type Name
Manager, Offer Management

Date 4/30/15
Attachment 1  
SWO 82  
Secondary Ethernet Site List  
CenturyLink Communications, LLC f/k/a Qwest Communications Company,  
LLC, including its subsidiaries  
T15-RFQ-061

<table>
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<th>Site</th>
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<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>DMARC</th>
<th>Trunk Circuit</th>
</tr>
</thead>
<tbody>
<tr>
<td>DOLC 1108</td>
<td>6403 Burden Blvd Ste E</td>
<td>Pasco</td>
<td>Olympia</td>
<td>10</td>
<td>$156.00</td>
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<td>$1,105.00</td>
<td>SWO 64</td>
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Supplemental Work Order 83
To
Contract T11-PCH-529
For
Secondary Transport Ethernet Services

This Supplemental Work Order 83 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this SWO have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Contractor and CTS, with reference number T11-PCH-529

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which Contractor delivers an aggregated bundle of VLANs.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a four (4) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.
4. Service Delivery Locations.

Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

5. Service Order and Installation

Contractor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist and wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service installation, the date of which shall be the “Service Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for the Service. The list of circuits covered by this SWO is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services, or bandwidth decreases below the original contracted level (“decreased bandwidth”) prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus

- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.
8. Service Interface & Termination Requirements

Contractor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

9. Management VLANs

Contractor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Contractor is providing only a single VLAN to CTS, Contractor may satisfy this requirement by providing an additional port on the existing VLAN.

10. SNMP Access

Contractor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers. Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

In Witness Whereof, the parties hereto, having read this SWO 83 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

[Signature] Doug Hoffer

Print or Type Name
Assistant Director

Title
Date 5/8/15

Approved

CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries

[Signature] Wendy Rawlings

Print or Type Name
Manager, Offer Management

Title
Date 5/12/2015
Attachment 1  
SWO 83  
Secondary Ethernet Site List  
CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries  
T15-RFQ-049

<table>
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<tr>
<th>Site</th>
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<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>DMARC</th>
<th>Trunk Circuit</th>
</tr>
</thead>
<tbody>
<tr>
<td>ECYRF ORCH</td>
<td>3100 Port of Benton Blvd</td>
<td>Richland</td>
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<td>SWO 54</td>
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Supplemental Work Order 84
To
Contract T11-PCH-529
For
Secondary Transport Ethernet Services

This Supplemental Work Order 84 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this SWO have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Contractor and CTS, with reference number T11-PCH-529

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which Contractor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a four (4) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.
4. **Service Delivery Locations.**

Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at
the throughput, price, and between the endpoints specified in Attachment 1.

5. **Service Order and Installation**

Contractor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance
Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where
facilities exist and wiring beyond the demarcation point is not required, and ninety (90) days
where facilities do not exist from the date that an order is placed. Contractor may request
reasonable extensions of these intervals in the event of unforeseen site conditions or delays in
permitting. It is Contractor’s responsibility to coordinate the delivery of, install or arrange
installation of, test and make operational all items necessary to provide the services
described. Contractor agrees to provide written notification to CTS’ Contract Manager and
CTS’ WAN Manager upon service installation, the date of which shall be the “Service
Installation Date.”

6. **Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SWO
shall have a Minimum Service Commitment of twelve (12) months, commencing on the
Service Installation Date for the Service. The list of circuits covered by this SWO is
incorporated by reference and attached hereto.

7. **Termination Liability**

As the sole and exclusive remedy for termination of any Services, or bandwidth decreases
below the original contracted level (“decreased bandwidth”) prior to the end of the term,
Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth
  provided through the effective date of such termination or decrease; plus

- For termination during the Minimum Service Commitment, Termination Charge shall be an
  amount equal to 100% of the monthly recurring cost of the Services terminated times the
  number of months remaining in the Minimum Service Commitment period and/or a charge
  of 100% of the difference between the original bandwidth MRC and the decreased
  bandwidth MRC; plus 40% of the monthly recurring charges times the number of months
  remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of
  the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- For termination after the Minimum Service Commitment, Termination Liability shall be an
  amount equal 40% of the monthly recurring charges times the number of months remaining
  in the Term of this SWO after the Minimum Service Commitment and/or 40% of the
  difference between the original bandwidth MRC and the decreased bandwidth MRC.

- All third party costs and expenses incurred by Qwest in so terminating such Service or
decreasing bandwidth and all applicable non-recurring charges that may have been waived.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last
  month’s invoice for the terminated service.
8. **Service Interface & Termination Requirements**

Contractor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties, Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

9. **Management VLANs**

Contractor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Contractor is providing only a single VLAN to CTS, Contractor may satisfy this requirement by providing an additional port on the existing VLAN.

10. **SNMP Access**

Contractor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

*In Witness Whereof*, the parties hereto, having read this SWO 84 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

---

**Approved**

State of Washington  
Consolidated Technology Services

Signature  
Doug Hoffer

Print or Type Name  
Assistant Director

Title  
Date  
5/18/15

**Approved**

CenturyLink Communications, LLC, f/k/a  
Qwest Communications Company, LLC, including its subsidiaries

Signature  
Wendy Rawlings on behalf of Jacob Darfler

Print or Type Name  
Manager, Offer Management

Title  
Date  
5/16/15
<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Gb</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>DMARC</th>
<th>Trunk Circuit</th>
</tr>
</thead>
<tbody>
<tr>
<td>DOC</td>
<td>1301 N Ephrata Ave</td>
<td>Connell</td>
<td>Olympia</td>
<td>1</td>
<td>$1,987.78</td>
<td>$198.78</td>
<td>$650.00</td>
<td>SWO 64</td>
</tr>
</tbody>
</table>

*Attachment 1
SWO 84
Secondary Ethernet Site List
CenturyLink Communications, LLC., f/k/a Qwest Communications Company
LLC, including its subsidiaries
T15-RFQ-057*
Supplemental Work Order 85
To
Contract T11-PCH-529
For
Secondary Transport Ethernet Services

This Supplemental Work Order 85 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS"or "Purchaser"), and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this SWO have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Contractor and CTS, with reference number T11-PCH-529

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which Contractor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.
4. Service Delivery Locations.
Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

5. Service Order and Installation
Contractor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist and wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. Term of Service – Individual Circuits
Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for the Service. The list of circuits covered by this SWO is incorporated by reference and attached hereto.

7. Termination Liability
As the sole and exclusive remedy for termination of any Services, or bandwidth decreases below the original contracted level (“decreased bandwidth”) prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.
8. Service Interface & Termination Requirements

Contractor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

9. Management VLANs

Contractor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Contractor is providing only a single VLAN to CTS, Contractor may satisfy this requirement by providing an additional port on the existing VLAN.

10. SNMP Access

Contractor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

In Witness Whereof, the parties hereto, having read this SWO 85 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

[Signature]
Doug Hoffer

Print or Type Name
Assistant Director

Title Date

5/18/15

Approved

CenturyLink Communications, LLC, t/a
Qwest Communications Company, LLC,
including its subsidiaries

Wendy Rawlings

[Signature]
Wendy Rawlings on behalf of Jacob Darfier

Print or Type Name
Manager, Offer Management

Title Date

5/12/2015
### Attachment 1
### SWO 85
### Secondary Ethernet Site List
CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries
T15-RFQ-052

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>Trunk Circuit</th>
</tr>
</thead>
<tbody>
<tr>
<td>CNTY</td>
<td>1016 N 4th Ave</td>
<td>Pasco</td>
<td>Olympia</td>
<td>100</td>
<td>$598.00</td>
<td>$59.80</td>
<td>SWO 64</td>
</tr>
</tbody>
</table>
Amendment 86
for
Contract Number T11-PCH-529
for
Secondary Transport Ethernet Services

In accordance with Provision 41 (Authority for Modifications and Amendments) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 86 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Vendor").

The purpose of this Amendment is to remove the following Ethernet site from Supplemental Work Order (SWO) 12-34, stored under CenturyLink Content ID #391284.

In Response to T15-RFQ-049, Vendor was awarded this site to provide an upgraded service and the site shall be placed on a new SWO for service. Now, therefore, the parties agree to amend the SWO 12-34 to remove the following site:

<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>NRC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Department of Ecology</td>
<td>3100 Port of Benton Blvd</td>
<td>Richland</td>
<td>Olympia</td>
<td>10</td>
<td>$1,000.00</td>
<td>$250.00</td>
</tr>
</tbody>
</table>

1. All other provisions of Contract T11-PCH-529, as previously amended, and SWO 12-34, as previously amended, shall remain in full force and effect.

This Amendment 86 shall be effective as of the date signed by CTS.

Approved

State of Washington,
Consolidated Technology Services

[Signature]

Doug Hoffer  Assistant Director
Print or Type Name, Title
Date: 6/5/15

Approved

CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC

[Signature]

Wendy Rawlings on behalf of Jacob Darfler,
Manager, Offer Management
Print or Type Name, Title
Date: June 2, 2015

N134489
State of Washington
Consolidated Technology Services

T11-PCH-529
Amendment 86
Supplemental Work Order 87  
To  
Contract T11-PCH-529  
For  
Secondary Transport Ethernet Services  

This Supplemental Work Order 87 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.  

Recitals  

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this SWO have the meanings ascribed to them in the Contract.  

1. Definitions  

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:  

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Contractor and CTS, with reference number T11-PCH-529  

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.  

"Node Router" shall mean Customer Router to which Contractor delivers an aggregated bundle of VLANs.  

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.  

2. Term:  

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a five (5) year term measured from the latest Service Installation Date for the end sites covered under this SWO.  

3. Incorporation of the Contract:  

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.
4. Service Delivery Locations.

Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

5. Service Order and Installation

Contractor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist and wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for the Service. The list of circuits covered by this SWO is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services, or bandwidth decreases below the original contracted level (“decreased bandwidth”) prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus

- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.
8. Service Interface & Termination Requirements

Contractor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

9. Management VLANs

Contractor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Contractor is providing only a single VLAN to CTS, Contractor may satisfy this requirement by providing an additional port on the existing VLAN.

10. SNMP Access

Contractor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

In Witness Whereof, the parties hereto, having read this SWO 87 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature
Doug Hoffer

Print or Type Name
Assistant Director

Title
Date

Approved

CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries

Signature
Wendy Rawlings on behalf of Jacob Darfler

Print or Type Name
Manager, Offer Management

Title
Date

N120450
## Attachment 1
### SWO 87
#### Secondary Ethernet Site List
CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries
T15-RFQ-061

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>DMARC</th>
<th>Trunk Circuit</th>
</tr>
</thead>
<tbody>
<tr>
<td>WSDA 0402</td>
<td>66 Highway 150, Unit 4</td>
<td>Chelan</td>
<td>Olympia</td>
<td>10</td>
<td>$270.00</td>
<td>$27.00</td>
<td>$1,105.00</td>
<td>SWO 64</td>
</tr>
<tr>
<td>WSDA 1302</td>
<td>1113 Central Ave</td>
<td>Quincy</td>
<td>Olympia</td>
<td>10</td>
<td>$217.00</td>
<td>$21.70</td>
<td>$1,105.00</td>
<td>SWO 64</td>
</tr>
</tbody>
</table>

N120450
Amendment 88
for
Contract Number T11-PCH-529
for
Secondary Transport Ethernet Services

In accordance with Provision 41 (Authority for Modifications and Amendments) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 88 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC ("Vendor").

The purpose of this Amendment is to remove the site identified in the table below from SWO 43.

Vendor was originally awarded the site identified below via second tier RFQ T14-RFQ-128. Despite Vendor being the incumbent service provider, fiber is needed to replace the copper providing the current service. However, during the initial construction at the customer site, it was discovered that far more extensive construction is required to install the fiber in the customer owned conduit due to circumstances beyond Vendor’s control and which would not have been reasonably foreseen, thus making it impracticable to install the fiber for the NRC Vendor submitted in its response.

Now, therefore, the parties agree to amend the Supplemental Work Order 43 to reflect the removal of the following site:

<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>Taxes</th>
<th>VLAN</th>
<th>DMARC</th>
<th>Trunk Circuit</th>
</tr>
</thead>
<tbody>
<tr>
<td>LNIBLV</td>
<td>616 120th Ave NE Ste C-201</td>
<td>Bellevue</td>
<td>Olympia</td>
<td>100</td>
<td>$700.00</td>
<td>$70.00</td>
<td>$50.00</td>
<td>$2,075.00</td>
<td>SWO 13</td>
</tr>
</tbody>
</table>

All other provisions of Contract T11-PCH-529, as previously amended, and SWO 43, as previously amended, shall remain in full force and effect.

This Amendment 88 shall be effective as of the date signed by CTS.

Approved

State of Washington,
Consolidated Technology Services

Doug Hoffer    Assistant Director

Date: 6/5/15

Approved

CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC

Wendy Rawlings

Wendy Rawlings on behalf of Jacob Darfler, Manager, Offer Management

Date: 5/26/2015
Supplemental Work Order 90
To
Contract T11-PCH-529
For
Secondary Transport Ethernet Services

This Supplemental Work Order 90 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this SWO have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Contractor and CTS, with reference number T11-PCH-529

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which Contractor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.
4. Service Delivery Locations.

Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

5. Service Order and Installation

Contractor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist and wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for the Service. The list of circuits covered by this SWO is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services, or bandwidth decreases below the original contracted level (“decreased bandwidth”) prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus

- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.
8. Service Interface & Termination Requirements

Contractor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

9. Management VLANs

Contractor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Contractor is providing only a single VLAN to CTS, Contractor may satisfy this requirement by providing an additional port on the existing VLAN.

10. SNMP Access

Contractor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

In Witness Whereof, the parties hereto, having read this SWO 90 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature
Doug Hoffer
Print or Type Name
Assistant Director
Title

6/19/15
Date

Approved

CenturyLink Communications, LLC, f/k/a
Qwest Communications Company, LLC,
including its subsidiaries

Signature
Wendy Rawlings
Print or Type Name
Manager, Offer Management
Title

6/10/2015
Date

N130202
## Attachment 1
SWO 90
Secondary Ethernet Site List
CenturyLink Communications, LLC, f/k/a Qwest Communications
Company, LLC, including its subsidiaries
T15-RFQ-070

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>DMARC</th>
<th>VLAN</th>
<th>Trunk Circuit</th>
</tr>
</thead>
<tbody>
<tr>
<td>ESD</td>
<td>2531 Rainier Ave S 98144</td>
<td>Seattle, WA</td>
<td>Olympia 10</td>
<td>10</td>
<td>$465.00</td>
<td>$46.50</td>
<td>$1,170.00</td>
<td>$50.00</td>
<td>SWO 13</td>
</tr>
</tbody>
</table>
Supplemental Work Order 91
To
Contract T11-PCH-529
For
Secondary Transport Ethernet Services

This Supplemental Work Order 91 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this SWO have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Contractor and CTS, with reference number T11-PCH-529

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which Contractor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a four (4) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.
4. Service Delivery Locations.

Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

5. Service Order and Installation

Contractor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist and wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for the Service. The list of circuits covered by this SWO is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus

- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.
8. Service Interface & Termination Requirements

Contractor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

9. Management VLANs

Contractor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Contractor is providing only a single VLAN to CTS, Contractor may satisfy this requirement by providing an additional port on the existing VLAN.

10. SNMP Access

Contractor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

_In Witness Whereof_, the parties hereto, having read this SWO 91 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

[Signature]
Doug Hoffer

Print or Type Name
Assistant Director

Title
6/19/15

Approved

CenturyLink Communications, LLC, f/k/a
Qwest Communications Company, LLC,
including its subsidiaries

[Signature]
Wendy Rawlings on behalf of Jacob Darfler

Print or Type Name
Manager, Offer Management

Title
6/17/2015
Attachment 1
SWO 91
Secondary Ethernet Site List
CenturyLink Communications, LLC., f/k/a Qwest Communications Company
LLC, including its subsidiaries
T15-RFQ-070

<table>
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<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>VLAN</th>
<th>DMARC</th>
<th>Trunk Circuit</th>
</tr>
</thead>
<tbody>
<tr>
<td>ESD</td>
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Supplemental Work Order 95
To
Contract T11-PCH-529
For
Secondary Transport Ethernet Services

This Supplemental Work Order 95 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this SWO have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Contractor and CTS, with reference number T11-PCH-529

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which Contractor delivers an aggregated bundle of VLANs.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a five (5) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.
4. Service Delivery Locations.

Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

5. Service Order and Installation

Contractor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist and wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for the Service. The list of circuits covered by this SWO is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services, or bandwidth decreases below the original contracted level (“decreased bandwidth”) prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus

- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.
8. Service Interface & Termination Requirements

Contractor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

9. Management VLANs

Contractor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Contractor is providing only a single VLAN to CTS, Contractor may satisfy this requirement by providing an additional port on the existing VLAN.

10. SNMP Access

Contractor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

In Witness Whereof, the parties hereto, having read this SWO 95 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

<table>
<thead>
<tr>
<th>Approved</th>
<th>Approved</th>
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<tr>
<td>State of Washington</td>
<td>CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries</td>
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<td>Consolidated Technology Services</td>
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<td></td>
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<tr>
<td>Signature</td>
<td>Signature</td>
</tr>
<tr>
<td>Doug Hoffer</td>
<td>Wendy Rawlings</td>
</tr>
<tr>
<td>Print or Type Name</td>
<td>Print or Type Name</td>
</tr>
<tr>
<td>Assistant Director</td>
<td>Manager, Offer Management</td>
</tr>
<tr>
<td>Title</td>
<td>Title</td>
</tr>
<tr>
<td>6/19/15</td>
<td>6/17/2015</td>
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<tr>
<td>Date</td>
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Attachment 1  
SWO 95  
Secondary Ethernet Site List  
CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries  
T15-RFQ-071

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<th>MRC</th>
<th>MRC Taxes</th>
<th>VLAN</th>
<th>DMARC</th>
<th>Trunk Circuit</th>
</tr>
</thead>
<tbody>
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Supplemental Work Order 92
To
Contract T11-PCH-529
For
Secondary Transport Ethernet Services

This Supplemental Work Order 92 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this SWO have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

“Secondary Transport Ethernet Contract” shall mean that contract for Ethernet Services between Contractor and CTS, with reference number T11-PCH-529

“Minimum Service Commitment” shall mean the minimum period in which Purchasers agree to keep circuits in service.

“Node Router” shall mean Customer Router to which Contractor delivers an aggregated bundle of VLANS.

“Service Installation Date” shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SWO shall be effective as of the date executed by CTS (the “Effective Date”) and continue in full force and effect for a one (1) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.
4. Service Delivery Locations.
Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

5. Service Order and Installation
Contractor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist and wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. Term of Service – Individual Circuits
Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for the Service. The list of circuits covered by this SWO is incorporated by reference and attached hereto.

7. Termination Liability
As the sole and exclusive remedy for termination of any Services, or bandwidth decreases below the original contracted level (“decreased bandwidth”) prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus

- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.
8. Service Interface & Termination Requirements

Contractor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

9. Management VLANs

Contractor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Contractor is providing only a single VLAN to CTS, Contractor may satisfy this requirement by providing an additional port on the existing VLAN.

10. SNMP Access

Contractor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

In Witness Whereof, the parties hereto, having read this SWO 92 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature
Doug Hoffer

Print or Type Name
Assistant Director

Title
Date

Approved

CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries

Signature
Wendy Rawlings

Print or Type Name
Manager, Offer Management

Title
Date
<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>VLAN</th>
<th>DMARC</th>
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Supplemental Work Order 93
To
Contract T11-PCH-529
For
Secondary Transport Ethernet Services

This Supplemental Work Order 93 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this SWO have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Contractor and CTS, with reference number T11-PCH-529

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which Contractor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a four (4) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.
4. **Service Delivery Locations.**

Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

5. **Service Order and Installation**

Contractor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist and wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. **Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for the Service. The list of circuits covered by this SWO is incorporated by reference and attached hereto.

7. **Termination Liability**

As the sole and exclusive remedy for termination of any Services, or bandwidth decreases below the original contracted level (“decreased bandwidth”) prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus

- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.
8. Service Interface & Termination Requirements

Contractor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

9. Management VLANs

Contractor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Contractor is providing only a single VLAN to CTS, Contractor may satisfy this requirement by providing an additional port on the existing VLAN.

10. SNMP Access

Contractor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

In Witness Whereof, the parties hereto, having read this SWO 93 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

[Signature]
Doug Hoffer

Print or Type Name
Assistant Director

7/2/15

Approved

CenturyLink Communications, LLC, f/k/a
Qwest Communications Company, LLC, including its subsidiaries

[Signature]
Wendy Rawlings on behalf of Jacob Darfler

Print or Type Name
Manager, Offer Management

6/17/2015

Title

Date
Attachment 1
SWO 93
Secondary Ethernet Site List
CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries
T15-RFQ-070

<table>
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<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>VLAN</th>
<th>DMARC</th>
<th>Trunk Circuit</th>
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</thead>
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Supplemental Work Order 94
To
Contract T11-PCH-529
For
Secondary Transport Ethernet Services

This Supplemental Work Order 94 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this SWO have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Contractor and CTS, with reference number T11-PCH-529.

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which Contractor delivers an aggregated bundle of VLANs.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a one (1) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.
4. Service Delivery Locations.

Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

5. Service Order and Installation

Contractor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist and wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for the Service. The list of circuits covered by this SWO is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus

- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.
8. Service Interface & Termination Requirements

Contractor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

9. Management VLANs

Contractor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Contractor is providing only a single VLAN to CTS, Contractor may satisfy this requirement by providing an additional port on the existing VLAN.

10. SNMP Access

Contractor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

In Witness Whereof, the parties hereto, having read this SWO 94 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

[Signature]
Doug Hoffer

Print or Type Name
Assistant Director

[Title]  [Date]

Approved

CenturyLink Communications, LLC, f/k/a
Qwest Communications Company, LLC,
including its subsidiaries

[Signature]
Wendy Rawlings

Print or Type Name
Manager, Offer Management

[Title]  [Date]
Attachment 1
SWO 94
Secondary Ethernet Site List
CenturyLink Communications, LLC., f/k/a Qwest Communications Company
LLC, including its subsidiaries
T15-RFQ-070

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>VLAN</th>
<th>DMARC</th>
<th>Trunk Circuit</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSHS 4006</td>
<td>1313 W Meeker Ste 102</td>
<td>Kent</td>
<td>Olympia</td>
<td>100</td>
<td>$650.00</td>
<td>$65.00</td>
<td>$50.00</td>
<td>$1,300.00</td>
<td>SWO 13</td>
</tr>
</tbody>
</table>

N40079
Supplemental Work Order 96
To
Contract T11-PCH-529
For
Secondary Transport Ethernet Services

This Supplemental Work Order 96 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this SWO have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Contractor and CTS, with reference number T11-PCH-529

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which Contractor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.
4. Service Delivery Locations.

Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

5. Service Order and Installation

Contractor agrees, to have the service installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist and wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor agrees to provide written notification to CTS' Contract Manager and CTS' WAN Manager upon service Installation, the date of which shall be the "Service Installation Date."

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for the Service. The list of circuits covered by this SWO is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus

- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month's invoice for the terminated service.
8. Service Interface & Termination Requirements

Contractor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

9. Management VLANs

Contractor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Contractor is providing only a single VLAN to CTS, Contractor may satisfy this requirement by providing an additional port on the existing VLAN.

10. SNMP Access

Contractor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

In Witness Whereof, the parties hereto, having read this SWO 96 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature
Doug Hoffer

Print or Type Name
Assistant Director

Title
Date

Approved

CenturyLink Communications, LLC, f/k/a
Qwest Communications Company, LLC, including its subsidiaries

Signature

Wendy Rawlings on behalf of Jacob Darfler

Print or Type Name

Manager, Offer Management

Title
Date
Attachment 1
SWO 96
Secondary Ethernet Site List
CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries
T15-RFQ-071

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>VLAN</th>
<th>DMARC</th>
<th>Trunk Circuit</th>
</tr>
</thead>
<tbody>
<tr>
<td>ESD 2703</td>
<td>3640 South Cedar St Bldg D</td>
<td>Tacoma</td>
<td>Olympia</td>
<td>100</td>
<td>$750.00</td>
<td>$75.00</td>
<td>$50.00</td>
<td>$5,200.00</td>
<td>SWO 13</td>
</tr>
</tbody>
</table>
Supplemental Work Order 97
To
Contract T11-PCH-529
For
Secondary Transport Ethernet Services

This Supplemental Work Order 97 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this SWO have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Contractor and CTS, with reference number T11-PCH-529

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which Contractor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a four (4) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.
4. Service Delivery Locations.

Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

5. Service Order and Installation

Contractor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist and wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service installation, the date of which shall be the “Service Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for the Service. The list of circuits covered by this SWO is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services, or bandwidth decreases below the original contracted level (“decreased bandwidth”) prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus

- For termination during the Minimum Service Commitment. Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.
8. Service Interface & Termination Requirements

Contractor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

9. Management VLANs

Contractor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Contractor is providing only a single VLAN to CTS, Contractor may satisfy this requirement by providing an additional port on the existing VLAN.

10. SNMP Access

Contractor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

In Witness Whereof, the parties hereto, having read this SWO 97 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature
Doug Hoffer

Print or Type Name
Assistant Director

Title
Date

Approved

CenturyLink Communications, LLC, t/a
Qwest Communications Company, LLC, including its subsidiaries

Signature
Wendy Rawlings

Print or Type Name
Manager, Offer Management

Title
Date

N144532
Attachment I
SWO 97
Secondary Ethernet Site List
CenturyLink Communications, LLC., f/k/a Qwest Communications Company, LLC, including its subsidiaries
T15-RFQ-070

<table>
<thead>
<tr>
<th>Site A</th>
<th>Address</th>
<th>Location</th>
<th>Site B</th>
<th>Address</th>
<th>Location</th>
<th>Mb</th>
<th>MCR</th>
<th>MRC Taxes</th>
<th>DMARC</th>
</tr>
</thead>
<tbody>
<tr>
<td>LTS DSHS 2005</td>
<td>500 N Morain St</td>
<td>Kennewick</td>
<td>LTS DSHS 1010</td>
<td>1313 Atlantic</td>
<td>Spokane</td>
<td>10</td>
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<td>$20.28</td>
<td>$2,080.00</td>
</tr>
</tbody>
</table>
Amendment 98
for
Contract Number T11-PCH-529
for
Secondary Transport Ethernet Services

In accordance with Provision 41 (Authority for Modifications and Amendments) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 98 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and Qwest Communications Company, LLC d/b/a CenturyLink QCC ("Vendor").

The purpose of this Amendment is to remove the site identified in the table below from SWO 43.

Vendor was originally awarded the site identified below via second tier RFQ T14-RFQ-128. Despite Vendor being the incumbent service provider, during the initial construction at the customer site, it was discovered that there was no space within the conduits as all ducts were occupied and there was no room for the required fiber cable. Additional construction is required to remove unused cable from the building owner’s conduit to install the fiber. Therefore, it is beyond the Vendor’s control at which would not have been reasonably foreseen.

Now, therefore, the parties agree to amend the Supplemental Work Order 43 to reflect the removal of the following site:

<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>Taxes</th>
<th>VLAN</th>
<th>DMARC</th>
<th>Trunk Circuit</th>
</tr>
</thead>
<tbody>
<tr>
<td>LNILAB</td>
<td>805 Plum St</td>
<td>Olympia</td>
<td>Olympia</td>
<td>100</td>
<td>$700.00</td>
<td>$70.00</td>
<td>$50.00</td>
<td>$2,075.00</td>
<td>SWO 13</td>
</tr>
</tbody>
</table>

All other provisions of Contract T11-PCH-529, as previously amended, and SWO 43, as previously amended, shall remain in full force and effect.

This Amendment 98 shall be effective as of the date signed by CTS.

Approved

State of Washington,
Consolidated Technology Services

[Signature]

Doug Hoffer    Assistant Director

Print or Type Name, Title

Date: 7/11/15

Approved

Qwest Communications Company, LLC d/b/a CenturyLink QCC

[Signature]

Wendy Rawlings on behalf of Jacob Darfler
Manager, Offer Management

Print or Type Name, Title

Date: 10/30/2015
Supplemental Work Order 100  
To  
Contract T11-PCH-529  
For  
Secondary Transport Ethernet Services

This Supplemental Work Order 100 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this SWO have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Contractor and CTS, with reference number T11-PCH-529.

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which Contractor delivers an aggregated bundle of VLANs.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.
Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at
the throughput, price, and between the endpoints specified in Attachment 1.

5. Service Order and Installation

Contractor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance
Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where
facilities exist and wiring beyond the demarcation point is not required, and ninety (90) days
where facilities do not exist from the date that an order is placed. Contractor may request
reasonable extensions of these intervals in the event of unforeseen site conditions or delays in
permitting. It is Contractor’s responsibility to coordinate the delivery of, install or arrange
installation of, test and make operational all items necessary to provide the services
described. Contractor agrees to provide written notification to CTS’ Contract Manager and
CTS’ WAN Manager upon service Installation, the date of which shall be the “Service
Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SWO
shall have a Minimum Service Commitment of twelve (12) months, commencing on the
Service Installation Date for the Service. The list of circuits covered by this SWO is
incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services, or bandwidth decreases
below the original contracted level (“decreased bandwidth”) prior to the end of the term,
Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth
  provided through the effective date of such termination or decrease; plus

- For termination during the Minimum Service Commitment, Termination Charge shall be an
  amount equal to 100% of the monthly recurring cost of the Services terminated times the
  number of months remaining in the Minimum Service Commitment period and/or a charge
  of 100% of the difference between the original bandwidth MRC and the decreased
  bandwidth MRC; plus 40% of the monthly recurring charges times the number of months
  remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of
  the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- For termination after the Minimum Service Commitment, Termination Liability shall be an
  amount equal 40% of the monthly recurring charges times the number of months remaining
  in the Term of this SWO after the Minimum Service Commitment and/or 40% of the
difference between the original bandwidth MRC and the decreased bandwidth MRC.

- All third party costs and expenses incurred by Qwest in so terminating such Service or
decreasing bandwidth and all applicable non-recurring charges that may have been waived.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last
  month’s invoice for the terminated service.
8. Service Interface & Termination Requirements

Contractor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

9. Management VLANs

Contractor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Contractor is providing only a single VLAN to CTS, Contractor may satisfy this requirement by providing an additional port on the existing VLAN.

10. SNMP Access

Contractor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

In Witness Whereof, the parties hereto, having read this SWO 100 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature
Doug Hoffer

Print or Type Name
Assistant Director

Title
Date

Approved

CenturyLink Communications, LLC, f/k/a Qwest Communications Company LLC, including its subsidiaries

Signature
Wendy Rawlings on behalf of Jacob Darfler

Print or Type Name
Manager, Offer Management

Title
Date
Attachment 1
SWO 100
Secondary Ethernet Site List
CenturyLink Communications, LLC, f/k/a Qwest Communications Company LLC,
including its subsidiaries
T15-RFQ-073

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>VLAN</th>
<th>DMARC</th>
<th>Trunk Circuit SWO</th>
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<tbody>
<tr>
<td>DSHS 2005</td>
<td>500 N Morain St</td>
<td>Kennewick</td>
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<td>Olympia</td>
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<td>$65.00</td>
<td>$50.00</td>
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<td>13</td>
</tr>
<tr>
<td>DSHS 5011</td>
<td>2121 S State St</td>
<td>Tacoma</td>
<td>Olympia</td>
<td>100</td>
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<td>$65.00</td>
<td>$50.00</td>
<td>$1,235.00</td>
<td>13</td>
</tr>
</tbody>
</table>
Supplemental Work Order 101  
To 
Contract T11-PCH-529  
For 
Secondary Transport Ethernet Services

This Supplemental Work Order 101 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this SWO have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Contractor and CTS, with reference number T11-PCH-529.

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which Contractor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a three (3) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.
4. Service Delivery Locations.

Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at
the throughput, price, and between the endpoints specified in Attachment 1.

5. Service Order and Installation

Contractor agrees, to have the service installed, tested and ready for Purchaser's Acceptance
Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where
facilities exist and wiring beyond the demarcation point is not required, and ninety (90) days
where facilities do not exist from the date that an order is placed. Contractor may request
reasonable extensions of these intervals in the event of unforeseen site conditions or delays in
permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange
installation of, test and make operational all items necessary to provide the services
described. Contractor agrees to provide written notification to CTS' Contract Manager and
CTS' WAN Manager upon service Installation, the date of which shall be the "Service
Installation Date."

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SWO
shall have a Minimum Service Commitment of twelve (12) months, commencing on the
Service Installation Date for the Service. The list of circuits covered by this SWO is
incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services, or bandwidth decreases
below the original contracted level ("decreased bandwidth") prior to the end of the term,
Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth
  provided through the effective date of such termination or decrease; plus

- For termination during the Minimum Service Commitment, Termination Charge shall be an
  amount equal to 100% of the monthly recurring cost of the Services terminated times the
  number of months remaining in the Minimum Service Commitment period and/or a charge
  of 100% of the difference between the original bandwidth MRC and the decreased
  bandwidth MRC; plus 40% of the monthly recurring charges times the number of months
  remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of
  the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- For termination after the Minimum Service Commitment, Termination Liability shall be an
  amount equal 40% of the monthly recurring charges times the number of months remaining
  in the Term of this SWO after the Minimum Service Commitment and/or 40% of the
difference between the original bandwidth MRC and the decreased bandwidth MRC.

- All third party costs and expenses incurred by Qwest in so terminating such Service or
decreasing bandwidth and all applicable non-recurring charges that may have been waived.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last
  month's invoice for the terminated service.
8. Service Interface & Termination Requirements

Contractor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

9. Management VLANs

Contractor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Contractor is providing only a single VLAN to CTS, Contractor may satisfy this requirement by providing an additional port on the existing VLAN.

10. SNMP Access

Contractor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

In Witness Whereof, the parties hereto, having read this SWO 101 to Contract Number 11-1-PCH-529 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature

Doug Hoffer
Print or Type Name

Assistant Director
Title

9/18/15
Date

Approved

CenturyLink Communications, LLC, f/k/a
Qwest Communications Company LLC,
including its subsidiaries

Signature

Wendy Rawlings
Print or Type Name

Wendy Rawlings on behalf of Jacob Darfler
Manager, Offer Management
Title

9/7/2015
Date

N160543
Attachment 1  
SWO 101  
Secondary Ethernet Site List  
CenturyLink Communications, LLC, f/k/a Qwest Communications Company LLC, including its subsidiaries  
T15-RFQ-073

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>VLAN</th>
<th>DMARC</th>
<th>Trunk Circuit SWO</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSHS 5019</td>
<td>8701 Stellacoam Blvd SW</td>
<td>Tacoma</td>
<td>Olympia</td>
<td>10</td>
<td>$465.00</td>
<td>$46.50</td>
<td>$50.00</td>
<td>$1,235.00</td>
<td>13</td>
</tr>
</tbody>
</table>

N160543
Amendment 102
for
Contract Number T11-PCH-529
for
Secondary Transport Ethernet Services

In accordance with Provision 41 (Authority for Modifications and Amendments) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 102 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Contractor").

The purpose of this Amendment is to terminate SWO 78, Contractor Reference: Pramata ID #909035. Now, therefore, the parties agree to terminate Supplemental Work Order 78 in its entirety.

All other provisions of Contract T11-PCH-529, as previously amended, shall remain in full force and effect.

This Amendment 102 shall be effective as of the date signed by CTS.

Approved
State of Washington,
Consolidated Technology Services

[Signature]

Doug Hoffer  Assistant Director
Print or Type Name, Title
Date: 9/15/2015

Approved
CenturyLink Communications, LLC f/k/a
Qwest Communications Company, LLC,
including its subsidiaries

[Signature]

Wendy Rawlings on behalf of Jacob Durfler
Manager, Offer Management
Print or Type Name, Title
Date: 9/14/2015

N160544
State of Washington
Consolidated Technology Services

T11-PCH-529
Amendment 102
Amendment 104
for
Contract Number T11-PCH-529
for
Secondary Transport Ethernet Services

In accordance with Provision 41 (Authority for Modifications and Amendments) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 104 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Contractor").

The purpose of this Amendment is to remove the site identified in the table below from SWO 92.

Contractor was originally awarded the site identified below via second tier RFQ T15-RFQ-070. Despite Contractor being the incumbent service provider, during the initial construction at the customer site, it was discovered that there was no space within the conduits as all ducts were occupied and there was no room for the required fiber cable. Therefore, it is beyond the Contractor’s control at which would not have been reasonably foreseen.

Now, therefore, the parties agree to amend the Supplemental Work Order 92, CenturyLink Pramata ID: 960154, to reflect the removal of the following site:

<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>Taxes</th>
<th>VLAN</th>
<th>DMARC</th>
<th>Trunk Circuit</th>
</tr>
</thead>
<tbody>
<tr>
<td>ESD2102</td>
<td>151 NE Hampe</td>
<td>Chehalis</td>
<td>Olympia</td>
<td>10</td>
<td>$465.00</td>
<td>$46.50</td>
<td>$50.00</td>
<td>$1,170.00</td>
<td>SWO 13</td>
</tr>
</tbody>
</table>

All other provisions of Contract T11-PCH-529, as previously amended, and SWO 92, as previously amended, shall remain in full force and effect.

This Amendment 104 shall be effective as of the date signed by CTS.

Approved

State of Washington,
Consolidated Technology Services

Signature

Doug Hoffer   Assistant Director

Date: 1/3/15

Approved

CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC, including its subsidiaries

Signature

Wendy Rawlings on behalf of Jacob Darfler, Manager of Offer Management

Date: 9/29/2015

NI67085
State of Washington
Consolidated Technology Services

T11-PCH-529
Amendment 104
Amendment Number 80

to

Contract Number T11-PCH-529

for Secondary Transport Ethernet Services

In accordance with Provision 41 (Authority of Modifications and Amendments) of Contract Number T11-PCH-529 ("Contract"), this Amendment Number 80 is entered into by and between the State of Washington, Consolidated Technology Services (CTS) and CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Contractor" or "CenturyLink").

The parties hereby agree to amend the Contract as follows:

1. The current pricing in Schedule A of the Contract is deleted in its entirety and replaced with the pricing provided in Schedule A attached to this Amendment.

2. Additional services are added to the Contract per Section 42 titled “Additional Services”. Added services will include CenturyLink Domestic I/Q Networking, Local Access, and Domestic Optical Wavelength.

The Domestic I/Q Networking Service will include Private Ports which may also include the VPLS Feature as outlined below:

“Private Port” means Private Ports that provide WAN connectivity between Customer sites. Customer may allocate Private Port traffic up to 10 different closed user groups. Customer may request more than 10 point-to-point closed user groups for an additional charge. Quality of service (“QoS”) traffic prioritization can be used with Private Ports. Ethernet Private Ports with real-time traffic that require QoS are subject to local access limitations. Service does not include local access or customer premises equipment (“CPE”), which may be purchased separately.

“VPLS” Layer 2 virtual private LAN service (“VPLS”) is an optional feature for Private Ports. Private Ports with VPLS are supported on CenturyLink-certified Cisco equipment and are limited to the following connection and encapsulation methods: Ethernet 10 Mbps, 100 Mbps, 1000 Mbps with Ethernet encapsulation; DS1 and DS3 with Frame Relay encapsulation, and OC3 with ATM encapsulation. The following features are not available with Private Ports with VPLS: (a) usage reports; (b) the Precise Burstable or Data Transfer pricing methodologies; (c) the SLA’s Reporting Goal; (d) VPN Extensions and (e) End-to-End Performance Reporting.

3. All references to Ethernet Circuits refer to QC Metro Ethernet Intrastate Circuits in order to provide for the addition of CenturyLink added Services.

4. The following modifications are made to the existing Contract to accommodate the addition of IQ Services to Customers Contract:

(a) The following IQ reporting feature is added to Section 13, titled Service Performance, as follows:

End to End Performance Reporting.
The IQ Networking Service includes performance reports as part of the service offering. The data contained in these reports is measured differently than the goals contained in the SLA and is for informational purposes only. Customer may access the report in the Control Center portal. Some quote forms or other associated documents may use “End-to-End Performance Monitoring” to mean “End-to-End Performance Reporting”.

(b) CTS and CenturyLink agree to amend Section 32, titled Acceptance Testing, and add the following language:

For Domestic IQ Networking Services, Domestic Optical Wavelength Services, Local Access services and services provided by Subcontractor, billing will commence upon the Service Installation Date.

(b) Section 16, titled Metro Optical Ethernet Service Level Agreement, is renamed to Service Level Agreements and reads as follows:

Services provided by Contractor under this Contract are subject to the specific Service Level Agreements at http://www.qwest.com/legal/sia.html for Domestic IQ Networking, Domestic Optical Wavelength, Metro Optical Ethernet and Local Access services.
(c) Subject to Section 30 of the Contract, titled Supplemental Work Order, the following is added:

If Customer requests special sequencing for Port installation, Customer must designate a Key Port. A "Key Port" is a Port that must be available on the network before adding additional domestic Port locations. The installation of the Key Port will determine the timelines for the installation of other domestic Ports. Customer may designate one Key Port within its CenturyLink IQ Networking network topology by notifying CenturyLink in writing of that request. Unless the parties otherwise agree in writing, Customer has sole responsibility for ordering, securing installation and ensuring proper operation of any and all equipment required to enable Customer to receive the Service.

(d) The following Definition in Section 1, titled Definition of Terms, is updated to include the additional services being added to the Contract:

"Ethernet Transport Services" or "Services" shall mean Ethernet based Secondary Transport internet aggregated to a regional node site via (a) Service that is data and IP designed for connectivity between Customer's sites or public internet connectivity and includes ports ("Ports") and features with various rate of data transmission and features based on the type of Port ordered; (b) Service that is a Dense Wave Division Multiplexing ("DWDM" or "wavelength") solution with metro and long haul transport applications and supports SONET and SDH protocols; or (c) via a full-duplex data communications service that provides transport of Customer's digital traffic utilizing native Ethernet protocol across the vendor Domestic Network (Service supports On-Net to On-Net, and On-Net to Off-Net EVC connection types).

All other provisions of Contract Number T11-PCH-529 shall remain in full force and effect.

This amendment shall be effective on the date of last signature below.

In witness thereof, the parties have signed below.

---

Approved:
State of Washington
Consolidated Technology Services

Signature

Print or Type Name

Title Date

Approved:
CenturyLink Communications, LLC f/k/a
Qwest Communications Company, LLC

Signature

Print or Type Name

Title Date
Schedule A
Authorized Product and Price List

<table>
<thead>
<tr>
<th>Circuit/Port Speed</th>
<th>Maximum Monthly Recurring Charge (MRC)</th>
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<td>5 Mb</td>
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<td>7 Mb</td>
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<tr>
<td>7G</td>
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<td>$21,246</td>
</tr>
<tr>
<td>10G</td>
<td>$15,000</td>
</tr>
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</table>

Vendor Aggregation Trunks to CTS locations (Node sites)

<table>
<thead>
<tr>
<th>CTS location (Node site)</th>
<th>1G Aggregation trunk-Maximum Monthly Recurring Charge (MRC)</th>
<th>1G Aggregation Trunk Identifier</th>
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<tbody>
<tr>
<td>Olympia - A</td>
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</tr>
<tr>
<td>Olympia - B</td>
<td>$0</td>
<td>OLYO82ATS08000516</td>
</tr>
<tr>
<td>Seattle- A</td>
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</tr>
<tr>
<td>Seattle – B</td>
<td>$0</td>
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<tr>
<td>Spokane - A</td>
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<tr>
<td>Spokane – B</td>
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</tr>
<tr>
<td>Yakima</td>
<td>$0</td>
<td>YDNYCNETH08000721</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>CTS location (Node site)</th>
<th>10G Aggregation trunk -Maximum Monthly Recurring Charge (MRC)</th>
<th>10G Aggregation Trunk Identifier</th>
</tr>
</thead>
<tbody>
<tr>
<td>Olympia – A (LAN)</td>
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</tr>
<tr>
<td>Olympia – B</td>
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<td>&quot;SDC B&quot; - 04.KRFS.098694..ACSO</td>
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<td>Olympia - C</td>
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</tr>
<tr>
<td>Seattle – A (LAN)</td>
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<td>TBD</td>
</tr>
<tr>
<td>Seattle – B</td>
<td>$7,000</td>
<td>TBD</td>
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<tr>
<td>Spokane</td>
<td>$35,000</td>
<td>TBD</td>
</tr>
<tr>
<td>Yakima</td>
<td>$35,000</td>
<td>TBD</td>
</tr>
</tbody>
</table>
Supplemental Work Order 105
To
Contract T11-PCH-529
For
Secondary Transport Ethernet Services

This Supplemental Work Order 105 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this SWO have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Contractor and CTS, with reference number T11-PCH-529

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which Contractor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.
4. Service Delivery Locations.

Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

5. Service Order and Installation

Contractor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist and wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for the Service. The list of circuits covered by this SWO is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services, or bandwidth decreases below the original contracted level (“decreased bandwidth”) prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus

- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.
8. **Service Interface & Termination Requirements**

Contractor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

9. **Management VLANs**

Contractor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Contractor is providing only a single VLAN to CTS, Contractor may satisfy this requirement by providing an additional port on the existing VLAN.

10. **SNMP Access**

Contractor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

*In Witness Whereof*, the parties hereto, having read this SWO 105 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

---

**Approved**

State of Washington  
Consolidated Technology Services  

[Signature]  
Doug Hoffer  

Print or Type Name  
Assistant Director  

Title  
Date  

12/16/15

**Approved**

CenturyLink Communications, LLC, f/k/a Qwest Communications Company LLC, including its subsidiaries  

[Signature]  
Wendy Rawlings  

Print or Type Name  
Wendy Rawlings on behalf of Jacob Darfler  

Manager, Offer Management  
Date  

12/10/2015

N173944
Attachment 1  
SWO 105  
Secondary Ethernet Site List  
CenturyLink Communications, LLC., f/k/a Qwest Communications Company LLC, including its subsidiaries  
T16-RFQ-020

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Gb</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>DMARC</th>
<th>Trunk Circuit SWO</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSHS 6001</td>
<td>415 W Wishkah St</td>
<td>Aberdeen</td>
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<td>1</td>
<td>$655.20</td>
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N173944
Supplemental Work Order 106
To
Contract T11-PCH-529
For
Secondary Transport Ethernet Services

This Supplemental Work Order 106 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this SWO have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Contractor and CTS, with reference number T11-PCH-529

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which Contractor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

N178257
State of Washington
 Consolidated Technology Services

Secondary Transport Ethernet Services
Contract # T11-PCH-529
4. **Service Delivery Locations.**

Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

5. **Service Order and Installation**

Contractor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist and wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. **Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for the Service. The list of circuits covered by this SWO is incorporated by reference and attached hereto.

7. **Termination Liability**

As the sole and exclusive remedy for termination of any Services, or bandwidth decreases below the original contracted level (“decreased bandwidth”) prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus

- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.
8. Service Interface & Termination Requirements

Contractor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

9. Management VLANs

Contractor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Contractor is providing only a single VLAN to CTS, Contractor may satisfy this requirement by providing an additional port on the existing VLAN.

10. SNMP Access

Contractor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

In Witness Whereof, the parties hereto, having read this SWO 106 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature
Doug Hoffer

Print or Type Name
Assistant Director

Date
12/16/15

Approved

CenturyLink Communications, LLC, f/k/a
Qwest Communications Company, LLC, including its subsidiaries

Signature
Wendy Rawlings

Print or Type Name
Wendy Rawlings on behalf of Jacob Darfler

Manager, Offer Management

Title
Date
12/10/2015
Attachment 1
SWO 106
Secondary Ethernet Site List
CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries
T16-RFQ-020

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>DMARC</th>
<th>Trunk Circuit SWO</th>
</tr>
</thead>
<tbody>
<tr>
<td>ESD</td>
<td>207 W Patison St, Shold Business Park</td>
<td>Port Hadlock Olympia</td>
<td>10</td>
<td>227.50</td>
<td>22.75</td>
<td>650.00</td>
<td>13</td>
<td></td>
</tr>
</tbody>
</table>
Supplemental Work Order 107
To
Contract T11-PCH-529
For
Secondary Transport Ethernet Services

This Supplemental Work Order 107 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this SWO have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Contractor and CTS, with reference number T11-PCH-529

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which Contractor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.
4. **Service Delivery Locations.**

Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

5. **Service Order and Installation**

Contractor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist and wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. **Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for the Service. The list of circuits covered by this SWO is incorporated by reference and attached hereto.

7. **Termination Liability**

As the sole and exclusive remedy for termination of any Services, or bandwidth decreases below the original contracted level (“decreased bandwidth”) prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus

- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.
8. **Service Interface & Termination Requirements**

Contractor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

9. **Management VLANs**

Contractor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Contractor is providing only a single VLAN to CTS, Contractor may satisfy this requirement by providing an additional port on the existing VLAN.

10. **SNMP Access**

Contractor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

*In Witness Whereof,* the parties hereto, having read this SWO 107 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

---

**Approved**

State of Washington  
Consolidated Technology Services  

Signature  

Doug Hoffer  
Print or Type Name  

Assistant Director  
Title  

1/6/16  
Date

---

**Approved**

CenturyLink Communications, LLC f/k/a  
Qwest Communications Company, LLC, including its subsidiaries  

Signature  

Wendy Rawlings on behalf of Jacob Darfler  
Print or Type Name  

Manager, Offer Management  
Title  

1/4/2016  
Date

N179768
Attachment 1  
SWO 107  
Secondary Ethernet Site List  
CenturyLink Communications, LLC, f/k/a Qwest Communications Company LLC, including its subsidiaries  
T16-RFQ-020

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>DMARC</th>
<th>Trunk Circuit SWO</th>
</tr>
</thead>
<tbody>
<tr>
<td>ESD 2505</td>
<td>2601 Pacific Ave N</td>
<td>Long Beach</td>
<td>Olympia</td>
<td>10</td>
<td>$156.00</td>
<td>$15.60</td>
<td>$162.50</td>
<td>13</td>
</tr>
<tr>
<td>ESD 2503</td>
<td>600 Washington Ave</td>
<td>Raymond</td>
<td>Olympia</td>
<td>10</td>
<td>$546.00</td>
<td>$54.60</td>
<td>$162.50</td>
<td>13</td>
</tr>
</tbody>
</table>
Amendment 103
for
Contract Number T11-PCH-529
for
Secondary Transport Ethernet Services

In accordance with Provision 41 (Authority for Modifications and Amendments) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 103 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Vendor").

The purpose of this Amendment is to cancel SWO 81, (Pramata ID: 912213) dated April 25, 2015, for installation of an Ethernet Circuit located at 270 9th St. NE, East Wenatchee, WA (ESD0401).

Termination. The State of Washington remains liable for all charges incurred up to the cancellation date provided to CenturyLink of September 29, 2015. This includes all installation charges incurred, as well as the Monthly Recurring Charges (MRCs) for the individual circuit that would have been billed for the four (4) months the circuit was installed and ready for Purchasers use as was required in Purchasers RFQ T15-RFQ-053. The total termination charge is $2,795.00.

Now, therefore, the parties agree to terminate Supplemental Work Order 81 in its entirety.

All other provisions of Contract T11-PCH-529, as previously amended, shall remain in full force and effect.

This Amendment 103 shall be effective as of the date signed by CTS.

Approved
State of Washington,
Consolidated Technology Services

Approved
CenturyLink Communications, LLC, f/k/a
Qwest Communications Company, LLC,
including its subsidiaries

Doug Hoffer  Assistant Director
Print or Type Name, Title
Date: 1/20/11

Wendy Rawlings
Signature
Wendy Rawlings on behalf of
Constantine N. Garcelos  PM Manager
Print or Type Name, Title
Date: 1/15/2014

N167200
State of Washington
Consolidated Technology Services

T11-PCH-529
Amendment 103
Amendment 109
for
Contract Number T11-PCH-529
for
Secondary Transport Ethernet Services

In accordance with Provision 41 (Authority for Modifications and Amendments) of Contract Number T11-PCH-529 the (“Contract”), this Amendment 109 is entered into by and between the State of Washington, Consolidated Technology Services (“CTS”) and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries (“Vendor”).

The purpose of this Amendment is to terminate the following Ethernet site from SWO 71, CenturyLink Pramata ID #908251. Now, therefore, the parties agree to amend the Supplemental Work Order 71 to terminate the following:

<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>Taxes</th>
<th>DMARC</th>
<th>Trunk Circuit</th>
</tr>
</thead>
<tbody>
<tr>
<td>WSDA0101</td>
<td>1045 East Maine St Ste F</td>
<td>Othello</td>
<td>Olympia</td>
<td>10</td>
<td>$2.60</td>
<td>$0.26</td>
<td>$3,900.00</td>
<td>SWO 11</td>
</tr>
</tbody>
</table>

1. All other provisions of Contract T11-PCH-529, as previously amended, and SWO 71, as previously amended, shall remain in full force and effect.

This Amendment 109 shall be effective as of the date signed by CTS.

Approved
State of Washington,
Consolidated Technology Services

[Signature]
Doug Hoffer  Assistant Director

Approved
CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries

[Signature]
Wendy Rawlings on behalf of Jacob Darfler,
Pricing and Offer Management

[Signature]

Date: 2/3/16

Date: 1/29/2016

N177228
State of Washington
Consolidated Technology Services

T11-PCH-529
Amendment 109
Amendment Number 110

to
Contract Number T11-PCH-529
for Secondary Transport Ethernet Services

In accordance with Provision 41 (Authority of Modifications and Amendments) of Contract Number T11-PCH-529 ("Contract"), this Amendment Number 110 is entered into by and between the State of Washington, Consolidated Technology Services (CTS) and CenturyLink Communications, LLC, f/k/a Qwest Communications, LLC, including its subsidiaries ("Vendor").

The purpose of this Amendment is to delete Schedule A in its entirety and replace with the following:

Schedule A
Authorized product and pricelist

<table>
<thead>
<tr>
<th>Circuit Speed</th>
<th>Maximum Monthly Recurring Charge (MRC)</th>
</tr>
</thead>
<tbody>
<tr>
<td>3 Mb/NXDS1</td>
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<tr>
<td>5 Mb</td>
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</tr>
<tr>
<td>7 Mb</td>
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<td>10 Mb</td>
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<tr>
<td>70 Mb</td>
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<tr>
<td>80 Mb</td>
<td>$4,726</td>
</tr>
<tr>
<td>90 Mb</td>
<td>$5,056</td>
</tr>
<tr>
<td>100 Mb</td>
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<td>200 Mb</td>
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<tr>
<td>900 Mb</td>
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<tr>
<td>1G</td>
<td>$6,000</td>
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<tr>
<td>2G</td>
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</tr>
<tr>
<td>3G</td>
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<tr>
<td>4G</td>
<td>$15,830</td>
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<tr>
<td>5G</td>
<td>$16,717</td>
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<tr>
<td>6G</td>
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<tr>
<td>7G</td>
<td>$18,766</td>
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</table>
## Amendment Number 110

to

Contract Number T11-PCH-529

for Secondary Transport Ethernet Services

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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<tbody>
<tr>
<td>8G</td>
<td>$19,947</td>
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<tr>
<td>9G</td>
<td>$21,246</td>
</tr>
<tr>
<td>10G</td>
<td>$15,000</td>
</tr>
</tbody>
</table>

### Vendor Aggregation Trunks to CTS locations (Node sites)

<table>
<thead>
<tr>
<th>CTS location (Node site)</th>
<th>1G Aggregation trunk-Maximum Monthly Recurring Charge (MRC)</th>
<th>1G Aggregation Trunk Identifier</th>
</tr>
</thead>
<tbody>
<tr>
<td>Olympia - A</td>
<td>$6,800</td>
<td>04.KRFS.080426..ACSO</td>
</tr>
<tr>
<td>Olympia – B</td>
<td>$0</td>
<td>OLYOB2ATS08000516</td>
</tr>
<tr>
<td>Quincy</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Seattle- A</td>
<td>$6,800.00</td>
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</tr>
<tr>
<td>Seattle – B</td>
<td>$0</td>
<td>WTN/MLB/ATS/08000515.0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CTS location (Node site)</th>
<th>10G Aggregation trunk-Maximum Monthly Recurring Charge (MRC)</th>
<th>10G Aggregation Trunk Identifier</th>
</tr>
</thead>
<tbody>
<tr>
<td>Olympia – A (LAN)</td>
<td>$35,000</td>
<td>“SDC A” - SDC/SDC/ETH27002809.0</td>
</tr>
<tr>
<td>Olympia – B</td>
<td>$6,800</td>
<td>“SDC B” - 04.KXFS.098694..ACSO</td>
</tr>
<tr>
<td>Olympia - C</td>
<td>$11,325</td>
<td>“SDC C” - SDC/SDC/XCT00003635.0</td>
</tr>
<tr>
<td>Quincy</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Seattle – A (LAN)</td>
<td>$35,000</td>
<td>TBD</td>
</tr>
<tr>
<td>Seattle – B</td>
<td>$7,000</td>
<td>TBD</td>
</tr>
</tbody>
</table>
Amendment Number 110

to

Contract Number T11-PCH-529

for Secondary Transport Ethernet Services

All other provisions of Contract Number T11-PCH-529 shall remain in full force and effect.

This amendment 110 shall be effective on the date of last signature below.

In witness thereof, the parties have signed below.

Approved
State of Washington
Consolidated Technology Services

Signature

MARK QUIMBY
Print or Type Name
TSD ASSISTANT DIRECTOR
Title
9-2-16
Date

Approved
CenturyLink Communications, LLC, f/k/a
Qwest Communications Company, LLC,
including its subsidiaries

Signature

Wendy Rawlings
Print or Type Name
Wendy Rawlings on behalf of Jacob Darfle
Manager, Offer Management
Title
8-31-16
Date
Amendment 108
for
Contract Number T11-PCH-529
for
Secondary Transport Ethernet Services

In accordance with Provision 41 (Authority for Modifications and Amendments) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 108 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Vendor").

The purpose of this Amendment is to terminate SWO 57, CenturyLink Pramata ID #887042. Now, therefore, the parties agree to terminate Supplemental Work Order 57 in its entirety.

All other provisions of Contract T11-PCH-529, as previously amended, shall remain in full force and effect.

This Amendment 108 shall be effective as of the date signed by CTS.

Approved
State of Washington,
Consolidated Technology Services

Approved
CenturyLink Communications, LLC, f/k/a
Qwest Communications Company, LLC,
including its subsidiaries

Douglas Hoffler   Assistant Director

Wendy Rawlings

Signature

Signature

Print or Type Name, Title

Date: 2/4/16

Date: January 29, 2016
Amendment 111
for
Contract Number T11-PCH-529
for
Secondary Transport Ethernet Services

In accordance with Provision 41 (Authority for Modifications and Amendments) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 111 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Vendor").

The purpose of this Amendment is to terminate SWO 96, CenturyLink Pramata ID #960170. Now, therefore, the parties agree to terminate Supplemental Work Order 96 in its entirety.

All other provisions of Contract T11-PCH-529, as previously amended, shall remain in full force and effect.

This Amendment 111 shall be effective as of the date signed by CTS.

Approved
State of Washington,
Consolidated Technology Services

[Signature]
Doug Hoffer   Assistant Director
Print or Type Name, Title 2/10/16

Approved
CenturyLink Communications, LLC, f/k/a
Qwest Communications Company, LLC,
including its subsidiaries

[Signature]
Wendy Rawlings on behalf of
Jacob Darfler, POM Manager
Print or Type Name, Title
Date: 2/8/2016
Amendment Number 112

to
Contract Number T11-PCH-529
CenturyLink Pramata ID #665548
for
Secondary Transport Ethernet Services

In accordance with Provision 41 Authority for Modifications and Amendments of Contract T11-PCH-529, this Amendment number 112 is entered into by and between the State of Washington, Consolidated Technology Services (CTS) and CenturyLink Communications, LLC, including its subsidiaries (Contractor).

The purpose of this Amendment is to extend the term of the Contract.

The parties hereby agree to amend the Contract, as follows:


All other provisions of Contract T11-PCH-529, as previously amended, shall remain in full force and effect.

This Amendment 112 shall be effective as of the date signed by CTS.

Approved
State of Washington,
Consolidated Technology Services

Signature
Print or Type Name

Title Date

Approved
CenturyLink Communications, LLC

Signature
Wendy Rawlings
Wendy Rawlings on behalf of
Jacob Darfler
Print or Type Name

Manager, Offer Management Date

N184114
State of Washington
Consolidated Technology Services

T11-PCH-529
Amendment 112
Supplemental Work Order 113
To
Contract T11-PCH-529
For
Secondary Transport Ethernet Services

This Supplemental Work Order 113 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this SWO have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Contractor and CTS, with reference number T11-PCH-529

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which Contractor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.
4. Service Delivery Locations.

Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

5. Service Order and Installation

Contractor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist and wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for the Service. The list of circuits covered by this SWO is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services, or bandwidth decreases below the original contracted level (“decreased bandwidth”) prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus

- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.
8. Service Interface & Termination Requirements

Contractor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

9. Management VLANs

Contractor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Contractor is providing only a single VLAN to CTS, Contractor may satisfy this requirement by providing an additional port on the existing VLAN.

10. SNMP Access

Contractor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

In Witness Whereof, the parties hereto, having read this SWO 113 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

[Signature]
Doug Hoffer

Print or Type Name
Assistant Director

Title

[Date]

Approved

CenturyLink Communications, LLC, f/k/a Qwest Communications Company LLC, including its subsidiaries

[Signature]
Wendy Rawlings on behalf of Jacob Darfler

Print or Type Name
Manager, Offer Management

Title

[Date]
Attachment 1  
SWO 113  
Secondary Ethernet Site List  
CenturyLink Communications, LLC, f/k/a Qwest Communications Company LLC,  
including its subsidiaries  
T16-RFQ-135

<table>
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<th>Site</th>
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<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>DMARC</th>
<th>Trunk Circuit SWO</th>
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Supplemental Work Order 114
To
Contract T11-PCH-529
For
Secondary Transport Ethernet Services

This Supplemental Work Order 114 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this SWO have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Contractor and CTS, with reference number T11-PCH-529

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which Contractor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.
4. Service Delivery Locations.

Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

5. Service Order and Installation

Contractor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist and wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for the Service. The list of circuits covered by this SWO is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services, or bandwidth decreases below the original contracted level (“decreased bandwidth”) prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus

- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.
8. Service Interface & Termination Requirements

Contractor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

9. Management VLANs

Contractor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Contractor is providing only a single VLAN to CTS, Contractor may satisfy this requirement by providing an additional port on the existing VLAN.

10. SNMP Access

Contractor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

In Witness Whereof, the parties hereto, having read this SWO 114 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

[Signature]
Doug Hoffer

Print or Type Name
Assistant Director

Title
3/1/2016

Approved

CenturyLink Communications, LLC, f/k/a
Qwest Communications Company LLC,
including its subsidiaries

[Signature]
Wendy Rawlings

Print or Type Name
Manager, Offer Management

Title
2/10/16

N178352
Attachment 1  
SWO 114  
Secondary Ethernet Site List  
CenturyLink Communications, LLC, f/k/a Qwest Communications Company LLC, including its subsidiaries  
T16-RFQ-026

<table>
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<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>VLAN</th>
<th>DMARC</th>
<th>Trunk Circuit SWO</th>
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</thead>
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<td>Olympia</td>
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Supplemental Work Order 115
To
Contract T11-PCH-529
For
Secondary Transport Ethernet Services

This Supplemental Work Order 115 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this SWO have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Contractor and CTS, with reference number T11-PCH-529

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which Contractor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.
4. Service Delivery Locations.

Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

5. Service Order and Installation

Contractor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist and wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for the Service. The list of circuits covered by this SWO is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services, or bandwidth decreases below the original contracted level (“decreased bandwidth”) prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus

- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.
In Witness Whereof, the parties hereto, having read this SWO 115 to Conductor Number T11-PCH-529 in its entirety, do agree hereto in each and every particular.

Approved

Date
2/18/11
Manager/Officer/Manager
Title
Wendy Knowings on behalf of Jack Dapper
Signature
Including its subsidiaries
Qwest Communications Company Llc,
CenturyLink Communications, Llc, Fha

Approved

Date
3/11/2016
Assistant Director
Title
Dante Harle
Signature
Consolidated Technology Services
Site of Washington

10. SNMP Access

CTV's, Conductor may satisfy this requirement by providing an additional port on the existing protected access to each network element in the path dedicated exclusively to Purchaser the service with which they use. Conductor will provide Software (SNMP) minimum, SNMPv3, access to provide all allowed during the Term of this SWO, for those portions of

9. Management VLANs

In accordance to the point of service handoff as needed.

Service Interface Termination Requirements

Appendix I. Conductor is liable responsible for all access and grade/grade

Electrical Interface with any renegotiation at the endpoints, interfaces, and Purchaser locations
Attachment 1  
SWO 115  
Secondary Ethernet Site List  
CenturyLink Communications, LLC, f/k/a Qwest Communications Company LLC, including its subsidiaries  
T16-RFQ-135

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>DMARC</th>
<th>Trunk Circuit SWO</th>
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Supplemental Work Order 117
To
Contract T11-PCH-529
For
Secondary Transport Ethernet Services

This Supplemental Work Order 117 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this SWO have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Contractor and CTS, with reference number T11-PCH-529

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which Contractor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.
4. Service Delivery Locations.

Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

5. Service Order and Installation

Contractor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist and wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for the Service. The list of circuits covered by this SWO is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services, or bandwidth decreases below the original contracted level (“decreased bandwidth”) prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus

- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.
8. Service Interface & Termination Requirements

Contractor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

9. Management VLANs

Contractor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Contractor is providing only a single VLAN to CTS, Contractor may satisfy this requirement by providing an additional port on the existing VLAN.

10. SNMP Access

Contractor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

In Witness Whereof, the parties hereto, having read this SWO 117 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

[Signature]

[Print or Type Name]

Deputy Director 3/9/16

Approved

CenturyLink Communications, LLC, f/k/a Qwest Communications Company LLC, including its subsidiaries

[Signature]

Wende Rawlings on behalf of Jacob Darfler

[Print or Type Name]

Manager, Offer Management 3/8/2016

Title Date
Attachment 1
SWO 117
Secondary Ethernet Site List
CenturyLink Communications, LLC, f/k/a Qwest Communications Company LLC,
including its subsidiaries
T16-RFQ-144

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<th>Site</th>
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<th>MRC Taxes</th>
<th>VLAN</th>
<th>DMARC</th>
<th>Trunk Circuit SWO</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSHS</td>
<td>616 S 348th St</td>
<td>Federal Way</td>
<td>Olympia</td>
<td>100</td>
<td>$650.00</td>
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<td>$50.00</td>
<td>$3,250.00</td>
<td>13</td>
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Supplemental Work Order 116
To
Contract T11-PCH-529
For
Secondary Transport Ethernet Services

This Supplemental Work Order 116 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this SWO have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Contractor and CTS, with reference number T11-PCH-529.

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which Contractor delivers an aggregated bundle of VLANs.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a three (3) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.
4. **Service Delivery Locations.**

Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

5. **Service Order and Installation**

Contractor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist and wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. **Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for the Service. The list of circuits covered by this SWO is incorporated by reference and attached hereto.

7. **Termination Liability**

As the sole and exclusive remedy for termination of any Services, or bandwidth decreases below the original contracted level (“decreased bandwidth”) prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus

- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.
8. **Service Interface & Termination Requirements**

Contractor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

9. **Management VLANs**

Contractor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Contractor is providing only a single VLAN to CTS, Contractor may satisfy this requirement by providing an additional port on the existing VLAN.

10. **SNMP Access**

Contractor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

*In Witness Whereof*, the parties hereto, having read this SWO 116 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

---

**Approved**

State of Washington
Consolidated Technology Services

---

**Approved**

CenturyLink Communications, LLC, f/k/a
Qwest Communications Company LLC, including its subsidiaries

---

Print or Type Name
Assistant Director

Date

---

Print or Type Name
Manager, Offer Management

Date
Attachment 1
SWO 116
Secondary Ethernet Site List
CenturyLink Communications, LLC, f/k/a Qwest Communications Company LLC, including its subsidiaries
T16-RFQ-144

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>DMARC</th>
<th>Trunk Circuit SWO</th>
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Supplemental Work Order 118
To
Contract T11-PCH-529
For
Secondary Transport Ethernet Services

This Supplemental Work Order 118 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this SWO have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Contractor and CTS, with reference number T11-PCH-529

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which Contractor delivers an aggregated bundle of VLANs.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.
4. **Service Delivery Locations.**

Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

5. **Service Order and Installation**

Contractor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist and wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. **Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for the Service. The list of circuits covered by this SWO is incorporated by reference and attached hereto.

7. **Termination Liability**

As the sole and exclusive remedy for termination of any Services, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus

- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.
8. Service Interface & Termination Requirements

Contractor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

9. Management VLANs

Contractor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Contractor is providing only a single VLAN to CTS, Contractor may satisfy this requirement by providing an additional port on the existing VLAN.

10. SNMP Access

Contractor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

In Witness Whereof, the parties hereto, having read this SWO 118 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature

Print or Type Name
Acting Assistant Director
Title
Date

Approved

CenturyLink Communications, LLC., f/k/a Qwest Communications Company LLC, including its subsidiaries

Signature
Wendy Rawlings
Print or Type Name
Wendy Rawlings on behalf of Jacob Darfler
Title
Offer Management
Date

N197619
Attachment 1
SWO 118
Secondary Ethernet Site List
CenturyLink Communications, LLC, f/k/a Qwest Communications Company LLC, including its subsidiaries
T16-RFQ-144

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>DMARC</th>
<th>Trunk Circuit SWO</th>
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<td>$390.00</td>
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Supplemental Work Order 119
To
Contract T11-PCH-529
For
Secondary Transport Ethernet Services

This Supplemental Work Order 119 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this SWO have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Contractor and CTS, with reference number T11-PCH-529

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which Contractor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.
4. **Service Delivery Locations.**

Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

5. **Service Order and Installation**

Contractor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist and wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. **Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for the Service. The list of circuits covered by this SWO is incorporated by reference and attached hereto.

7. **Termination Liability**

As the sole and exclusive remedy for termination of any Services, or bandwidth decreases below the original contracted level (“decreased bandwidth”) prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus

- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.
8. **Service Interface & Termination Requirements**

Contractor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

9. **Management VLANs**

Contractor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Contractor is providing only a single VLAN to CTS, Contractor may satisfy this requirement by providing an additional port on the existing VLAN.

10. **SNMP Access**

Contractor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

*In Witness Whereof*, the parties hereto, having read this SWO 119 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

[Signature]

Mark Quimby
Print or Type Name
Assistant Director
Title

3-30-16
Date

Approved

CenturyLink Communications, LLC, f/k/a Qwest Communications Company LLC, including its subsidiaries

[Signature]

Wendy Rawlings on behalf of Jacob Darfler
Print or Type Name
Offer Management
Title

March 28, 2016
Date
Attachment 1
SWO 119
Secondary Ethernet Site List
CenturyLink Communications, LLC, f/k/a Qwest Communications Company LLC,
including its subsidiaries
T16-RFQ-152

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<tr>
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<th>MRC Taxes</th>
<th>VLAN</th>
<th>DMARC</th>
<th>Trunk Circuit SWO</th>
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Supplemental Work Order 121
To
Contract T11-PCH-529
For
Secondary Transport Ethernet Services

This Supplemental Work Order 121 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this SWO have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Contractor and CTS, with reference number T11-PCH-529

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which Contractor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.
4. **Service Delivery Locations.**

Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

5. **Service Order and Installation**

Contractor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist and wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. **Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for the Service. The list of circuits covered by this SWO is incorporated by reference and attached hereto.

7. **Termination Liability**

As the sole and exclusive remedy for termination of any Services, or bandwidth decreases below the original contracted level (“decreased bandwidth”) prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus

- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.
8. Service Interface & Termination Requirements

Contractor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

9. Management VLANs

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10. SNMP Access

Contractor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

In Witness Whereof, the parties hereto, having read this SWO 121 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature

Print or Type Name

Title

Date

Approved

CenturyLink Communications, LLC, f/k/a
Qwest Communications Company, LLC,
including its subsidiaries

Signature

Wendy Rawlings on behalf of Jacob Darfler

Print or Type Name

Offer Management

Title

Date
Attachment 1
SWO 121
Secondary Ethernet Site List
CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries
T16-RFQ-156

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<th>MRC</th>
<th>MRC Taxes</th>
<th>VLAN</th>
<th>DMARC</th>
<th>Trunk Circuit SWO</th>
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Supplemental Work Order 120
To
Contract T11-PCH-529
For
Secondary Transport Ethernet Services

This Supplemental Work Order 120 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this SWO have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Contractor and CTS, with reference number T11-PCH-529

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which Contractor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.
4. Service Delivery Locations.

Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

5. Service Order and Installation

Contractor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist and wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service installation, the date of which shall be the “Service Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for the Service. The list of circuits covered by this SWO is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services, or bandwidth decreases below the original contracted level (“decreased bandwidth”) prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus

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- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.
8. Service Interface & Termination Requirements

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In Witness Whereof, the parties hereto, having read this SWO 120 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature

Print or Type Name
Acting Assistant Director

Date

Approved

CenturyLink Communications, LLC, f/k/a
Qwest Communications Company, LLC, including its subsidiaries

Signature

Wendy Rawlings on behalf of Jacob Darfler

Print or Type Name

Offer Management

Title

Date

N202798
## Attachment 1
### SWO 120
### Secondary Ethernet Site List
**CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries**
**T16-RFQ-160**

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<th>Address</th>
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<th>MRC</th>
<th>MRC Taxes</th>
<th>VLAN</th>
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<th>Trunk Circuit SWO</th>
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<td>$3,250.00</td>
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Supplemental Work Order 122

To

Contract T11-PCH-529

For

Secondary Transport Ethernet Services

This Supplemental Work Order 122 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

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2. Term:

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.
4. Service Delivery Locations.

Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

5. Service Order and Installation

Contractor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist and wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for the Service. The list of circuits covered by this SWO is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus

- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.
8. **Service Interface & Termination Requirements**

Contractor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

9. **Management VLANs**

Contractor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Contractor is providing only a single VLAN to CTS, Contractor may satisfy this requirement by providing an additional port on the existing VLAN.

10. **SNMP Access**

Contractor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

*In Witness Whereof*, the parties hereto, having read this SWO 122 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

---

**Approved**

State of Washington  
Consolidated Technology Services

Signature:  
Mark Quimby

Print or Type Name:  
Assistant Director

Title:  
6-1-16

**Approved**

CenturyLink Communications, LLC, f/k/a  
Qwest Communications Company LLC, including its subsidiaries

Signature:  
Wendy Rawlings

Print or Type Name:  
Wendy Rawlings on behalf of Jacob Darfler

Manager, Offer Management:  
May 31, 2016

Title:  
Date:  

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Supplemental Work Order 124
To
Contract T11-PCH-529
For
Secondary Transport Ethernet Services

This Supplemental Work Order 124 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this SWO have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Contractor and CTS, with reference number T11-PCH-529

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which Contractor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

N213309
State of Washington
Consolidated Technology Services
1
Secondary Transport Ethernet Services
Contract # T11-PCH-529
4. **Service Delivery Locations.**

   Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

5. **Service Order and Installation**

   Contractor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist and wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. **Term of Service – Individual Circuits**

   Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for the Service. The list of circuits covered by this SWO is incorporated by reference and attached hereto.

7. **Termination Liability**

   As the sole and exclusive remedy for termination of any Services, or bandwidth decreases below the original contracted level (“decreased bandwidth”) prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

   - All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
   
   - For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
   
   - For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
   
   - All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
   
   - Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.
8. Service Interface & Termination Requirements

Contractor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

9. Management VLANs

Contractor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Contractor is providing only a single VLAN to CTS, Contractor may satisfy this requirement by providing an additional port on the existing VLAN.

10. SNMP Access

Contractor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

In Witness Whereof, the parties hereto, having read this SWO 124 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

[Signature]

MARK QUIMBY
Print or Type Name

[Title] [Date]

Approved

CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries

[Signature]

Wendy Rawlings on behalf of Jacob Darfler
Print or Type Name

[Title] [Date]
## Attachment 1

**SWO 124**

**Secondary Ethernet Site List**

CenturyLink Communications, LLC., f/k/a Qwest Communications Company, LLC, including its subsidiaries

**T16-RFQ-165**

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Supplemental Work Order 123
To
Contract T11-PCH-529
For
Secondary Transport Ethernet Services

This Supplemental Work Order 123 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and CenturyLink Communications, LLC-, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this SWO have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Contractor and CTS, with reference number T11-PCH-529

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which Contractor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

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- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

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Contractor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

**In Witness Whereof**, the parties hereto, having read this SWO 123 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

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<td><strong>ASSISTANT DIRECTOR</strong> 6-7-16</td>
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<td><strong>Wendy Rawlings</strong></td>
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<td>Print or Type Name</td>
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<tr>
<td><strong>Wendy Rawlings on behalf of Jacob Darfier</strong></td>
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<td>Manager, Offer Management June 1, 2016</td>
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Supplemental Work Order 126
To
Contract T11-PCH-529
For
Secondary Transport Ethernet Services

This Supplemental Work Order 126 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS"or "Purchaser"), and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this SWO have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Contractor and CTS, with reference number T11-PCH-529

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which Contractor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.
4. Service Delivery Locations.

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5. Service Order and Installation

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6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for the Service. The list of circuits covered by this SWO is incorporated by reference and attached hereto.

7. Termination Liability

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- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus

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- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.

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8. **Service Interface & Termination Requirements**

Contractor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

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10. **SNMP Access**

Contractor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

*In Witness Whereof*, the parties hereto, having read this SWO 126 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

---

**Approved**

State of Washington  
Consolidated Technology Services  

Mark Quinby  
Print or Type Name  

TSD Assistant Director  
Title  

6-23-16  
Date

---

**Approved**

CenturyLink Communications, LLC, f/k/a  
Qwest Communications Company, LLC,  
including its subsidiaries  

Wendy Rawlings  
Print or Type Name  

Wendy Rawlings on behalf of Jacob Darfler  
Manager, Offer Management  
Title  

June 21, 2016  
Date

---

N218767
Attachment 1  
SWO 126  
Secondary Ethernet Site List  
CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries  
T16-RFQ-179

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<th>Site</th>
<th>Address</th>
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<th>VLAN</th>
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<th>Trunk Circuit SWO</th>
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Supplemental Work Order 125  
To  
Contract T11-PCH-529  
For  
Secondary Transport Ethernet Services

This Supplemental Work Order 125 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this SWO have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Contractor and CTS, with reference number T11-PCH-529

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which Contractor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

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5. Service Order and Installation

Contractor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist and wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for the Service. The list of circuits covered by this SWO is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services, or bandwidth decreases below the original contracted level (“decreased bandwidth”) prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus

- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.
8. Service Interface & Termination Requirements

Contractor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

9. Management VLANs

Contractor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Contractor is providing only a single VLAN to CTS, Contractor may satisfy this requirement by providing an additional port on the existing VLAN.

10. SNMP Access

Contractor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

In Witness Whereof, the parties hereto, having read this SWO 125 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature

Mark Quimby
Print or Type Name

TSD Assistant Director
Title

6-23-16
Date

Approved

CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries

Signature

Wendy Rawlings on behalf of Jacob Darfler
Print or Type Name

Manager, Offer Management
Title

June 21, 2016
Date
Attachment 1
SWO 125
Secondary Ethernet Site List
CenturyLink Communications, LLC., f/k/a Qwest Communications Company, LLC, including its subsidiaries
T16-RFQ-179

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
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<th>CTS Node</th>
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<th>MRC Taxes</th>
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<th>DMARC</th>
<th>Trunk Circuit SWO</th>
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Amendment 127
for
Contract Number T11-PCH-529
for
Secondary Transport Ethernet Services

In accordance with Provision 41 (Authority for Modifications and Amendments) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 127 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Vendor").

In executing amendment 80, the parties amended the Contract to allow Vendor to provision Services via Additional Services – CenturyLink Domestic iQ Networking, Local Access and Domestic Optical Wavelength.

The purpose of this Amendment is to add a Limited Letter of Agency (attached to this amendment as Attachment A) to allow CenturyLink to manage the implementation of the Additional Services utilizing transport to the end site locations over other carrier’s networks.

This Limited Letter of Agency shall apply to only those Ethernet Transport Services provisioned via these Additional Services.

All other provisions of Contract T11-PCH-529, as previously amended, shall remain in full force and effect.

This Amendment 127 shall be effective as of the date signed by CTS.

Approved
State of Washington,
Consolidated Technology Services

Approved
CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries

Signature
Mark Quimby, Assistant Director
Print or Type Name, Title
Date: 7-20-16

Signature
Wendy Rawlings on behalf of Jacob Darfler,
Offer Management
Print or Type Name, Title
Date: July 18, 2014

N216821
State of Washington
Consolidated Technology Services

T11-PCH-529
Amendment 127
ATTACHMENT A
To Amendment 127
To Contract T11-PCH-529
for
DOMESTIC IQ NETWORKING SERVICE
COMPREHENSIVE MANAGEMENT

LIMITED LETTER OF AGENCY
between
Consolidated Technology Services ("Customer")
and
CenturyLink Communications, LLC t/a Qwest Communications Company, LLC ("CenturyLink")

This limited letter of agency ("LOA") hereby authorizes CenturyLink to act as the Customer's agent for the limited purpose of contacting Customer's designated Local Exchange Carrier ("LEC"), Interexchange Carrier ("IXC"), Internet Service Provider ("ISP"), or customer premises equipment ("CPE") maintenance provider in conjunction with CenturyLink Network Management Service. Network Management Service activities will consist of working with Customer's LEC, IXC, ISP, and/or CPE maintenance provider for the purpose of: (a) extracting information concerning transmission data elements carried over Customer's network connection; (b) identifying Customer's links or data link connection identifiers ("DLCIs"); (c) opening, tracking, and closing trouble tickets with the LEC, IXC, ISP, or CPE maintenance provider on Customer's transport links or CPE when an alarm or fault has been detected; (d) dispatching CPE repair personnel on behalf of Customer to CPE for which a fault has been detected; and (e) discussing fault information with the LEC, IXC or CPE maintenance provider on behalf of Customer to facilitate resolution of the problem.

CenturyLink does not assume any of Customer's liabilities associated with any of the services the Customer may use.

A copy of this LOA will, upon presentation to LEC, IXC, ISP, and/or CPE maintenance provider, as applicable, be deemed authorization for CenturyLink to proceed on Customer's behalf when incorporating the following circuit:

CID - 04.KXFS.098694.ACSO
Service Address: State Data Center - 532 16th Ave., Olympia, WA 98501

The term of this LOA will commence on the date of execution below and will continue in full force and effect until terminated with 30 days written notice by one party to the other or until the expiration or termination of the Network Management Service.

State of Washington Consolidated Technology Services

Customer Company Name

Authorized Signature of Customer

MARK QUIMBY
Print or Type Name

ASSISTANT DIRECTOR
Title

7-20-16
Date
Supplemental Work Order 128  
To  
Contract T11-PCH-529  
For  
Secondary Transport Ethernet Services

This Supplemental Work Order 128 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this SWO have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Contractor and CTS, with reference number T11-PCH-529

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which Contractor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.
4. Service Delivery Locations.
Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

5. Service Order and Installation
Contractor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist and wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. Term of Service – Individual Circuits
Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for the Service. The list of circuits covered by this SWO is incorporated by reference and attached hereto.

7. Termination Liability
As the sole and exclusive remedy for termination of any Services, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus

- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.
8. **Service Interface & Termination Requirements**

Contractor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

9. **Management VLANs**

Contractor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Contractor is providing only a single VLAN to CTS, Contractor may satisfy this requirement by providing an additional port on the existing VLAN.

10. **SNMP Access**

Contractor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

*In Witness Whereof*, the parties hereto, having read this SWO 128 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

---

**Approved**

State of Washington  
Consolidated Technology Services

[Signature]

Mark Quimby

Print or Type Name  
TSD Assistant Director

Title  
Date  
7/21/16

---

**Approved**

CenturyLink Communications, I.C.C., f/k/a  
Qwest Communications Company, LLC, including its subsidiaries

[Wendy Rawlings]  
Signature

Wendy Rawlings on behalf of Jacob Durfler  
Print or Type Name

Manager, Offer Management  
Title  
Date  
7/8/16

---

N216791
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Supplemental Work Order 129
To
Contract T11-PCH-529
For
Secondary Transport Ethernet Services

This Supplemental Work Order 129 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this SWO have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Contractor and CTS, with reference number T11-PCH-529

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which Contractor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.
4. Service Delivery Locations.

Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

5. Service Order and Installation

Contractor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist and wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for the Service. The list of circuits covered by this SWO is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services, or bandwidth decreases below the original contracted level (“decreased bandwidth”) prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus

- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.
8. Service Interface & Termination Requirements

Contractor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

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Contractor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Contractor is providing only a single VLAN to CTS, Contractor may satisfy this requirement by providing an additional port on the existing VLAN.

10. SNMP Access

Contractor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

In Witness Whereof, the parties hereto, having read this SWO 129 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature
Mark Quimby

Print or Type Name
TSD Assistant Director

Title
7-28-16

Approved

CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries

Signature
Wendy Rawlings

Print or Type Name
Offer Management

Title
July 27, 2016

Date
## Attachment 1
SWO 129
Secondary Ethernet Site List
CenturyLink Communications, LLC., f/k/a Qwest Communications Company LLC, including its subsidiaries
T16-RFQ-181

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<th>MRC Taxes</th>
<th>VLAN</th>
<th>DMARC</th>
<th>Trunk Circuit SWO</th>
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N224509
Supplemental Work Order 132
To
Contract T11-PCH-529
For
Secondary Transport Ethernet Services

This Supplemental Work Order 132 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this SWO have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Contractor and CTS, with reference number T11-PCH-529

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which Contractor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.
4. **Service Delivery Locations.**

   Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

5. **Service Order and Installation**

   Contractor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist and wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service installation, the date of which shall be the “Service Installation Date.”

6. **Term of Service – Individual Circuits**

   Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for the Service. The list of circuits covered by this SWO is incorporated by reference and attached hereto.

7. **Termination Liability**

   As the sole and exclusive remedy for termination of any Services, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

   - All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
   - For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
   - For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
   - All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
   - Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.
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Contractor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

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10. SNMP Access

Contractor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

In Witness Whereof, the parties hereto, having read this SWO 132 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Mark Quimby
Print or Type Name
TSD Assistant Director
Title
8 - 18 - 16
Date

Approved

CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries

Wendy Rawlings on behalf of Jacob Darfler
Print or Type Name
Offer Management
Title
August 17, 2016
Date

N222679
Attachment 1
SWO 132
Secondary Ethernet Site List
CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries
T17-RFQ-003

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Supplemental Work Order 131
To
Contract T11-PCH-529
For
Secondary Transport Ethernet Services

This Supplemental Work Order 131 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and CenturyLink Communications, LLC., f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this SWO have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Contractor and CTS, with reference number T11-PCH-529

"Minimum Service Commitment" shall mean the minimum period in which Purchaser agrees to keep circuits in service.

"Node Router" shall mean Customer Router to which Contractor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.
4. Service Delivery Locations.

Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

5. Service Order and Installation

Contractor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist and wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for the Service. The list of circuits covered by this SWO is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services, or bandwidth decreases below the original contracted level (“decreased bandwidth”) prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus

- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.
8. Service Interface & Termination Requirements

Contractor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

9. Management VLANs

Contractor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Contractor is providing only a single VLAN to CTS, Contractor may satisfy this requirement by providing an additional port on the existing VLAN.

10. SNMP Access

Contractor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

In Witness Whereof, the parties hereto, having read this SWO 131 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Mark Quimby
Print or Type Name
TSD Assistant Director
Title

Approved

CenturyLink Communications, LLC., f/k/a Qwest Communications Company LLC, including its subsidiaries

Wendy Rawlings
Signature
Wendy Rawlings on behalf of Jacob Darfler
Print or Type Name
Offer Management
Title
August 17, 2016
Date
## Secondary Ethernet Site List

CenturyLink Communications, LLC., f/k/a Qwest Communications Company LLC, including its subsidiaries T16-RFQ-189

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>VLAN</th>
<th>DMARC</th>
<th>Trunk Circuit SWO</th>
</tr>
</thead>
<tbody>
<tr>
<td>LTS-DSHS 4016</td>
<td>1737 Airport Way S</td>
<td>Seattle</td>
<td>Olympia</td>
<td>10</td>
<td>$460.00</td>
<td>$46.00</td>
<td>$50.00</td>
<td>$1,300.00</td>
<td>13</td>
</tr>
</tbody>
</table>
Supplemental Work Order 130
To
Contract T11-PCH-529
For
Secondary Transport Ethernet Services

This Supplemental Work Order 130 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this SWO have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Contractor and CTS, with reference number T11-PCH-529

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which Contractor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.
4. Service Delivery Locations.

Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

5. Service Order and Installation

Contractor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist and wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for the Service. The list of circuits covered by this SWO is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services, or bandwidth decreases below the original contracted level (“decreased bandwidth”) prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus

- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.
8. Service Interface & Termination Requirements

Contractor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

9. Management VLANs

Contractor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Contractor is providing only a single VLAN to CTS, Contractor may satisfy this requirement by providing an additional port on the existing VLAN.

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Contractor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

In Witness Whereof, the parties hereto, having read this SWO 130 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Mark Quinby
Print or Type Name

TSD Assistant Director
Title

Date

Approved

CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries

Wendy Rawlings
Signature

Wendy Rawlings on behalf of Jacob Darfler
Print or Type Name

Offer Management
Title

August 17, 2016
Date
Attachment 1
SWO 130
Secondary Ethernet Site List
CenturyLink Communications, LLC., f/k/a Qwest Communications Company, LLC, including its subsidiaries
T16-RFQ-181

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>Trunk Circuit SWO</th>
</tr>
</thead>
<tbody>
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Supplemental Work Order 133
To
Contract T11-PCH-529
For
Secondary Transport Ethernet Services

This Supplemental Work Order 133 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS"or "Purchaser"), and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this SWO have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Contractor and CTS, with reference number T11-PCH-529

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which Contractor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.
4. Service Delivery Locations.

Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

5. Service Order and Installation

Contractor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist and wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

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Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for the Service. The list of circuits covered by this SWO is incorporated by reference and attached hereto.

7. Termination Liability

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- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus

- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

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- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.
8. **Service Interface & Termination Requirements**

Contractor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

9. **Management VLANs**

Contractor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Contractor is providing only a single VLAN to CTS, Contractor may satisfy this requirement by providing an additional port on the existing VLAN.

10. **SNMP Access**

Contractor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

_In Witness Whereof_, the parties hereto, having read this SWO 133 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

---

**Approved**

State of Washington
Consolidated Technology Services

\[Signature\]
Mark Quimby

\[Print or Type Name\]
TSD Assistant Director

\[Title\]

\[Date\]
4-7-16

---

**Approved**

CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries

\[Signature\]
Wendy Rawlings

\[Print or Type Name\]
Wendy Rawlings on behalf of Jacob Darfler

\[Title\]
Manager, Offer Management

\[Date\]
8/31/16
Attachment 1
SWO 133
Secondary Ethernet Site List
CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries
T17-RFQ-006

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<th>Site</th>
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<th>MRC</th>
<th>MRC Taxes</th>
<th>VLAN</th>
<th>DMARC</th>
<th>Trunk Circuit SWO</th>
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<tbody>
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</tbody>
</table>
Supplemental Work Order 134
To
Contract T11-PCH-529
For
Secondary Transport Ethernet Services

This Supplemental Work Order 134 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

Recitals

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1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Contractor and CTS, with reference number T11-PCH-529.

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which Contractor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.
4. **Service Delivery Locations.**

Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

5. **Service Order and Installation**

Contractor agrees, to have the service installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist and wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor agrees to provide written notification to CTS' Contract Manager and CTS' WAN Manager upon service Installation, the date of which shall be the "Service Installation Date."

6. **Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for the Service. The list of circuits covered by this SWO is incorporated by reference and attached hereto.

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- All third party costs and expenses incurred by CenturyLink in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
• Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. Service Interface & Termination Requirements

Contractor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

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In Witness Whereof, the parties hereto, having read this SWO 134 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature
Mark Quimby

Print or Type Name
TSD Assistant Director

Title
9-15-16

Approved

CenturyLink Communications, LLC., f/k/a
Qwest Communications Company LLC, including its subsidiaries

Signature
Serra DeKay

Print or Type Name
Relationship Manager

Title
9-14-16

Date

N237590
Attachment 1
SWO 134
Secondary Ethernet Site List
CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries
T17-RFQ-006

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>VLAN</th>
<th>DMARC</th>
<th>Trunk Circuit SWO</th>
</tr>
</thead>
<tbody>
<tr>
<td>CNTY 1701</td>
<td>King Street Center, 201 Jackson</td>
<td>Seattle</td>
<td>Olympia</td>
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<td>$65.00</td>
<td>$50.00</td>
<td>$3,250.00</td>
<td>13</td>
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</tbody>
</table>
Supplemental Work Order 137
To
Contract T11-PCH-529
For
Secondary Transport Ethernet Services

This Supplemental Work Order 137 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

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This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.
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Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

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As the sole and exclusive remedy for termination of any Services, or bandwidth decreases below the original contracted level (“decreased bandwidth”) prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus

- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.
8. Service Interface & Termination Requirements

Contractor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

9. Management VLANs

Contractor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Contractor is providing only a single VLAN to CTS, Contractor may satisfy this requirement by providing an additional port on the existing VLAN.

10. SNMP Access

Contractor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

In Witness Whereof, the parties hereto, having read this SWO 137 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature

Mark Quimby
Print or Type Name

TSD Assistant Director
Title

9-27-14
Date

Approved

CenturyLink Communications, LLC, f/k/a
Qwest Communications Company, LLC,
including its subsidiaries

Signature

Wendy Rawlings on behalf of Jacob Durler
Print or Type Name

Manager, Offer Management
Title

9-24-14
Date

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Supplemental Work Order 135
To
Contract T11-PCH-529
For
Secondary Transport Ethernet Services

This Supplemental Work Order 135 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this SWO have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Contractor and CTS, with reference number T11-PCH-529

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which Contractor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.
4. Service Delivery Locations.

Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

5. Service Order and Installation

Contractor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist and wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for the Service. The list of circuits covered by this SWO is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus

- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.
8. Service Interface & Termination Requirements

Contractor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

9. Management VLANs

Contractor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Contractor is providing only a single VLAN to CTS, Contractor may satisfy this requirement by providing an additional port on the existing VLAN.

10. SNMP Access

Contractor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

In Witness Whereof, the parties hereto, having read this SWO 135 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature

Mark Quimby
Print or Type Name
TSD Assistant Director
Title
9-27-16
Date

Approved

CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries

Wendy Rawlings
Signature

Wendy Rawlings on behalf of Jacob Darfler
Print or Type Name
Manager, Offer Management
Title
9/24/16
Date
<table>
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<tr>
<th>Site</th>
<th>Address</th>
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Supplemental Work Order 140
To
Contract T11-PCH-529
For
Secondary Transport Ethernet Services

This Supplemental Work Order 140 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this SWO have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Contractor and CTS, with reference number T11-PCH-529

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which Contractor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.
4. **Service Delivery Locations.**

Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

5. **Service Order and Installation**

Contractor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist and wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. **Term of Service -- Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for the Service. The list of circuits covered by this SWO is incorporated by reference and attached hereto.

7. **Termination Liability**

As the sole and exclusive remedy for termination of any Services, or bandwidth decreases below the original contracted level (“decreased bandwidth”) prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus

- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.
8. **Service Interface & Termination Requirements**

Contractor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties, Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

9. **Management VLANs**

Contractor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Contractor is providing only a single VLAN to CTS, Contractor may satisfy this requirement by providing an additional port on the existing VLAN.

10. **SNMP Access**

Contractor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

*In Witness Whereof*, the parties hereto, having read this SWO 137 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

---

**Approved**

State of Washington  
Consolidated Technology Services

Mark Quimby  
Signature

Print or Type Name  
Assistant Director

Date  
10-1-16

---

**Approved**

CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries

Wendy Rawlings  
Signature

Wendy Rawlings on behalf of Jacob Darfler  
Print or Type Name

Manager, Officer Management

Date  
10-7-16

---

N236523
Attachment 1
SWO 140
Secondary Ethernet Site List
CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries
T17-RFQ-015

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N236523
Amendment 136
for
Contract Number T11-PCH-529
for
Secondary Transport Ethernet Services

In accordance with Provision 41 (Authority for Modifications and Amendments) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 136 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Vendor").

The purpose of this Amendment is to terminate Supplemental Work Order 28, dated July 10, 2014 (Pramata: 862196) in its entirety.

In accordance with Section 7; Termination Liability, of SWO 28, and Section 66.6 of Agreement T11-PCH-529, the State of Washington is liable for all charges incurred up to the termination date provided to CenturyLink of September 19, 2016, including Early Termination Charges.

All other provisions of Contract T11-PCH-529, as previously amended, shall remain in full force and effect.

This Amendment 136 shall be effective as of the date signed by CTS.

Approved

State of Washington,
Consolidated Technology Services

\[Signature\] For Mark Quimby

Mark Quimby Assistant Director
Print or Type Name, Title
Date: 19 October 2016

Approved

CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries

\[Signature\] Wendy Rawlings on behalf of Jacob Darfler, Offer Management
Print or Type Name, Title
Date: 10/13/2016
Amendment 138
for
Contract Number T11-PCH-529
for
Secondary Transport Ethernet Services

In accordance with Provision 41 (Authority for Modifications and Amendments) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 138 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Vendor").

The purpose of this Amendment is to terminate Supplemental Work Order (SWO) 13-36, dated August 8, 2012, (Pramata ID: 567615) in its entirety.

In accordance with Section 7, Termination Liability, of SWO 13.36, and Section 70 of Agreement T11-PCH-529, the State of Washington is liable for all charges incurred up to the termination date provided to CenturyLink of July 26, 2016. This includes all third-party charges incurred by CenturyLink in connection with Purchaser’s termination.

All other provisions of Contract T11-PCH-529, as previously amended, shall remain in full force and effect.

This Amendment 138 shall be effective as of the date signed by CTS.

Approved
State of Washington,
Consolidated Technology Services

Signature

Mark Quimby  Assistant Director

Date: 11/23/16

Approved
CenturyLink Communications, LLC, f/k/a
Qwest Communications Company, LLC,
including its subsidiaries

Signature

Wendy Rawlings
Wendy Rawlings on behalf of Jacob Darfler, Manager
of Offer Management

Print or Type Name, Title

Date: 11/1/2016
Amendment 139
for
Contract Number T11-PCH-529
for
Secondary Transport Ethernet Services

In accordance with Provision 41 (Authority for Modifications and Amendments) of Contract Number T11-PCH-529 the (“Contract”), this Amendment 139 is entered into by and between the State of Washington, Consolidated Technology Services (“CTS”) and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries (“Vendor”).

The purpose of this Amendment is to terminate Supplemental Work Order (SWO) 32, dated July 17, 2014 (Pramata ID: 862826) in its entirety.

In accordance with Section 7, Termination Liability, of SWO 32, and Section 70 of Agreement T11-PCH-529, the State of Washington is liable for all charges incurred up to the termination date provided to CenturyLink of July 21, 2016. This includes all third-party charges incurred by CenturyLink in connection with Purchaser’s termination.

All other provisions of Contract T11-PCH-529, as previously amended, shall remain in full force and effect.

This Amendment 139 shall be effective as of the date signed by CTS.

Approved
State of Washington,
Consolidated Technology Services

Signature
Mark Quimby Assistant Director
Print or Type Name, Title
Date: 11/03/2016

Approved
CenturyLink Communications, LLC, f/k/a
Qwest Communications Company, LLC,
including its subsidiaries

Signature
Wendy Rawlings
Wendy Rawlings on behalf of Jacob Darfler, Manager
of Offer Management
Print or Type Name, Title
Date: 11/1/16

N246958
State of Washington
Consolidated Technology Services

T11-PCH-529
Amendment 139
Supplemental Work Order 141  
To  
Contract T11-PCH-529  
For  
Secondary Transport Ethernet Services

This Supplemental Work Order 141 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this SWO have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Contractor and CTS, with reference number T11-PCH-529

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which Contractor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a one (1) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.
4. Service Delivery Locations.

Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

5. Service Order and Installation

Contractor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist and wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service installation, the date of which shall be the “Service Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for the Service. The list of circuits covered by this SWO is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services, or bandwidth decreases below the original contracted level (“decreased bandwidth”) prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus

- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.
8. Service Interface & Termination Requirements

Contractor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

9. Management VLANs

Contractor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Contractor is providing only a single VLAN to CTS, Contractor may satisfy this requirement by providing an additional port on the existing VLAN.

10. SNMP Access

Contractor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

In Witness Whereof, the parties hereto, having read this SWO 141 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature
Mark Quimby

Print or Type Name
Assistant Director

Title
Date

Approved

CenturyLink Communications, LLC, f/k/a
Qwest Communications Company, LLC,
including its subsidiaries

Signature
Wendy Rawlings

Print or Type Name
Wendy Rawlings on behalf of Jacob Darfler

Title
Manager
Date

November 10, 2016

N239349
Attachment 1
SWO 141
Secondary Ethernet Site List
CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries
T17-RFQ-016

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<th>MRC Taxes</th>
<th>VLAN</th>
<th>DMARC</th>
<th>Trunk Circuit SWO</th>
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Supplemental Work Order 142
To
Contract T11-PCH-529
For
Secondary Transport Ethernet Services

This Supplemental Work Order 142 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this SWO have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Contractor and CTS, with reference number T11-PCH-529

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which Contractor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.
4. Service Delivery Locations.

Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

5. Service Order and Installation

Contractor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist and wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for the Service. The list of circuits covered by this SWO is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus

- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.
8. **Service Interface & Termination Requirements**

Contractor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

9. **Management VLANs**

Contractor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Contractor is providing only a single VLAN to CTS, Contractor may satisfy this requirement by providing an additional port on the existing VLAN.

10. **SNMP Access**

Contractor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

*In Witness Whereof,* the parties hereto, having read this SWO 142 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

---

**Approved**

State of Washington
Consolidated Technology Services

[Signature]
Mark Quimby

Print or Type Name
Assistant Director

11-15-16

---

**Approved**

CenturyLink Communications, LLC, f/k/a
Qwest Communications Company, LLC,
including its subsidiaries

[Signature]
Wendy Rawlings on behalf of Jacob Darfler

Print or Type Name
PM Manager

November 10, 2016

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N253947
### Secondary Ethernet Site List

**CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries**

**T17-RFQ-016**

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>MB</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>VLAN</th>
<th>DMARC</th>
<th>Trunk Circuit SWO</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSHS</td>
<td>100 W Harrison St</td>
<td>Seattle</td>
<td>Olympia</td>
<td>100</td>
<td>$650.00</td>
<td>$65.00</td>
<td>$50.00</td>
<td>$3,250.00</td>
<td>13</td>
</tr>
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Supplemental Work Order 143
To
Contract T11-PCH-529
For
Secondary Transport Ethernet Services

This Supplemental Work Order 143 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this SWO have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Contractor and CTS, with reference number T11-PCH-529

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which Contractor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect on a month to month term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.
4. Service Delivery Locations.

Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

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Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for the Service. The list of circuits covered by this SWO is incorporated by reference and attached hereto.

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- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus

- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

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- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.

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9. Management VLANs

Contractor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Contractor is providing only a single VLAN to CTS, Contractor may satisfy this requirement by providing an additional port on the existing VLAN.

10. SNMP Access

Contractor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

In Witness Whereof, the parties hereto, having read this SWO 143 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

[Signature]

Mark Quinby
Print or Type Name

Assistant Director
Title

[Signature]

Wendy Rawlings on behalf of Jacob Darlser
Print or Type Name

Manager POM
Title

[Signature]

December 19, 2016
Date
Attachment 1
SWO 143
Secondary Ethernet Site List
CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>MB</th>
<th>MRC</th>
<th>EVC</th>
<th>Trunk Circuit SWO</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSHS 5033</td>
<td>McNeil Island Penitentiary, 1403</td>
<td>Steilacoom</td>
<td>Olympia</td>
<td>20*</td>
<td>$967.00</td>
<td>$50.00</td>
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</tbody>
</table>

*The Parties acknowledge that, per CTS’s request, the Service outlined above is an upgrade from 10MB to 20MB via existing copper, which is distance-sensitive. Notwithstanding anything to the contrary in Section 5 above, if, during testing, the Service fails to provide the full 20MB, CTS may cancel the order without liability and Contractor shall not be in breach of its obligations under this SWO.
Supplemental Work Order 144
To
Contract T11-PCH-529
For
Secondary Transport Ethernet Services

This Supplemental Work Order 144 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this SWO have the meanings ascribed to them in the Contract.

1. Definitions
In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Contractor and CTS, with reference number T11-PCH-529

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which Contractor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:
This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. Incorporation of the Contract:
The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.
4. **Service Delivery Locations.**

Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

5. **Service Order and Installation**

Contractor agrees to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist and wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

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Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for the Service. The list of circuits covered by this SWO is incorporated by reference and attached hereto.

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Contractor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Contractor is providing only a single VLAN to CTS, Contractor may satisfy this requirement by providing an additional port on the existing VLAN.

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Contractor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

In Witness Whereof, the parties hereto, having read this SWO 144 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

[Signature]
Mark Quinby

Print or Type Name
Assistant Director

Title
Date

Approved

CenturyLink Communications, LLC, f/k/a
Qwest Communications Company, LLC,
including its subsidiaries

[Signature]
Wendy Rawlings on behalf of Jacob Darfler

Print or Type Name
Manager of Mgmt

Title
Date

N254231
Attachment 1
SWO 144
Secondary Ethernet Site List
CenturyLink Communications, LLC., f/k/a Qwest Communications Company, LLC, including its subsidiaries
T17-RFQ-025

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
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<th>CTS Node</th>
<th>MB</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>VLAN</th>
<th>DMARC</th>
<th>Trunk Circuit SWO</th>
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<tbody>
<tr>
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<td>$50.00</td>
<td>$1,950.00</td>
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</tbody>
</table>
Amendment 145
for
Contract Number T11-PCH-529
for
Secondary Transport Ethernet Services

In accordance with Provision 41 (Authority for Modifications and Amendments) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 145 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Vendor").

The purpose of this Amendment is to terminate Supplemental Work Order (SWO) 133, dated September 2, 2016 (Pramata ID #1050577). Now, therefore, the parties agree to terminate Supplemental Work Order 133 in its entirety.

All other provisions of Contract T11-PCH-529, as previously amended, shall remain in full force and effect.

This Amendment 145 shall be effective as of the date signed by CTS.

Approved
State of Washington,
Consolidated Technology Services

Signature

Mark Quimby  Assistant Director
Print or Type Name, Title
1-19-17
Date:

Approved
CenturyLink Communications, LLC, f/k/a
Qwest Communications Company, LLC, including its subsidiaries

Signature

Wendy Rawlings
Wendy Rawlings on behalf of Jacob Darfler,
Manager of Offer Management

Print or Type Name, Title
Date: 1/12/2017
Supplemental Work Order 147
To
Contract T11-PCH-529
For
Secondary Transport Ethernet Services

This Supplemental Work Order 147 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

Recitals

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1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

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"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which Contractor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. Incorporation of the Contract:

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6. Term of Service – Individual Circuits

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*In Witness Whereof*, the parties hereto, having read this SWO 147 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

---

Approved

State of Washington
Consolidated Technology Services

Signature

Mark Quimby
Print or Type Name

Assistant Director 2-8-17

Title Date

Approved

CenturyLink Communications, LLC, f/k/a Qwest Communications Company LLC, including its subsidiaries

Signature

Wendy Rawlings
Print or Type Name

Wendy Rawlings on behalf of Jacob Darfler

Offer Management 2/8/2017

Title Date
Attachment 1
SWO 147
Secondary Ethernet Site List
CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries
T17-RFQ-034

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>MB</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>VLAN</th>
<th>DMARC</th>
<th>Trunk Circuit SWO</th>
<th>CTL Product</th>
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<tbody>
<tr>
<td>DSHS</td>
<td>12721 30th Ave NE Ste 102</td>
<td>Seattle</td>
<td>Olympia</td>
<td>100</td>
<td>$650.00</td>
<td>$65.00</td>
<td>$50.00</td>
<td>$1,950.00</td>
<td>13</td>
<td>ME</td>
</tr>
</tbody>
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Supplemental Work Order 146
To
Contract T11-PCH-529
For
Secondary Transport Ethernet Services

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The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

N260074
State of Washington
Consolidated Technology Services

Secondary Transport Ethernet Services
Contract # T11-PCH-529
4. **Service Delivery Locations.**

Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

5. **Service Order and Installation**

Contractor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist and wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. **Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for the Service. The list of circuits covered by this SWO is incorporated by reference and attached hereto.

7. **Termination Liability**

As the sole and exclusive remedy for termination of any Services, or bandwidth decreases below the original contracted level (“decreased bandwidth”) prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus

- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.
8. Service Interface & Termination Requirements

Contractor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

9. Management VLANs

Contractor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Contractor is providing only a single VLAN to CTS, Contractor may satisfy this requirement by providing an additional port on the existing VLAN.

10. SNMP Access

Contractor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

In Witness Whereof, the parties hereto, having read this SWO 146 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Mark Quimby
Print or Type Name
Assistant Director
Title

2/8/17
Date

Approved

CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries

Wendy Rawlings
Print or Type Name
Offer Management
Title

2/8/17
Date
## Attachment 1

**SWO 146**

**Secondary Ethernet Site List**

CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries

T17-RFQ-037

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>MB</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>VLAN</th>
<th>DMARC</th>
<th>Trunk Circuit SWO</th>
<th>CTL Product</th>
</tr>
</thead>
<tbody>
<tr>
<td>ECY</td>
<td>12121 NE 99th St Ste 2100</td>
<td>Vancouver</td>
<td>Olympia</td>
<td>100</td>
<td>$685.00</td>
<td>$68.50</td>
<td>$50.00</td>
<td>$3,900.00</td>
<td>13</td>
<td>IQ</td>
</tr>
</tbody>
</table>
Amendment 149
for
Contract Number T11-PCH-529
for
Secondary Transport Ethernet Services

In accordance with Provision 41 (Authority for Modifications and Amendments) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 149 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Vendor").

The purpose of this Amendment is to terminate the following Ethernet site from SWO 126. Now, therefore, the parties agree to amend the Supplemental Work Order 126 to terminate the following:

<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>VLAN</th>
<th>DMARC</th>
<th>Trunk Circuit</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSHS 6122</td>
<td>4317 8th Ave SE, 1st Floor</td>
<td>Lacey Olympia</td>
<td>100</td>
<td>$650.00</td>
<td>$65.00</td>
<td>$50.00</td>
<td>$7,280.00</td>
<td>SWO 13</td>
<td></td>
</tr>
</tbody>
</table>

All other provisions of Contract T11-PCH-529, as previously amended, and SWO 126, as previously amended, shall remain in full force and effect.

This Amendment 149 shall be effective as of the date signed by CTS.

Approved
State of Washington,
Consolidated Technology Services

[Signature]

Mark Quimby  Assistant Director
Print or Type Name, Title

Approved
CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries

[Signature]

Wendy Rawlings on behalf of Jacob Darfler
Print or Type Name, Title

Date: February 22, 2017

N267064
State of Washington
Consolidated Technology Services

T11-PCH-529
Amendment 149
Amendment 148
for
Contract Number T11-PCH-529
for
Secondary Transport Ethernet Services

In accordance with Provision 41 (Authority for Modifications and Amendments) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 148 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Vendor").

The purpose of this Amendment is to terminate SWO 114. Now, therefore, the parties agree to terminate Supplemental Work Order 114 in its entirety.

All other provisions of Contract T11-PCH-529, as previously amended, shall remain in full force and effect.

This Amendment 148 shall be effective as of the date signed by CTS.

Approved
State of Washington,
Consolidated Technology Services

Signature

Mark Quimby Assistant Director
Print or Type Name, Title

Date: 2-24-17

Approved
CenturyLink Communications, LLC, f/k/a
Qwest Communications Company, LLC,
including its subsidiaries

Signature

Wendy Rawlings
Wendy Rawlings on behalf of Jacob Darfler

Print or Type Name, Title

Date: February 22, 2017

N265903
State of Washington
Consolidated Technology Services

T11-PCH-529
Amendment 148
Supplemental Work Order 154  
To  
Contract T11-PCH-529  
For  
Secondary Transport Ethernet Services

This Supplemental Work Order 154 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this SWO have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Contractor and CTS, with reference number T11-PCH-529

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which Contractor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

N262979  
Secondary Transport Ethernet Services  
State of Washington  
Contract # T11-PCH-529

Consolidated Technology Services
4. Service Delivery Locations.

Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at
the throughput, price, and between the endpoints specified in Attachment 1.

5. Service Order and Installation

Contractor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance
Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where
facilities exist and wiring beyond the demarcation point is not required, and ninety (90) days
where facilities do not exist from the date that an order is placed. Contractor may request
reasonable extensions of these intervals in the event of unforeseen site conditions or delays in
permitting. It is Contractor’s responsibility to coordinate the delivery of, install or arrange
installation of, test and make operational all items necessary to provide the services
described. Contractor agrees to provide written notification to CTS’ Contract Manager and
CTS’ WAN Manager upon service Installation, the date of which shall be the “Service
Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SWO
shall have a Minimum Service Commitment of twelve (12) months, commencing on the
Service Installation Date for the Service. The list of circuits covered by this SWO is
incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services, or bandwidth decreases
below the original contracted level (“decreased bandwidth”) prior to the end of the term,
Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth
  provided through the effective date of such termination or decrease; plus

- For termination during the Minimum Service Commitment, Termination Charge shall be an
  amount equal to 100% of the monthly recurring cost of the Services terminated times the
  number of months remaining in the Minimum Service Commitment period and/or a charge
  of 100% of the difference between the original bandwidth MRC and the decreased
  bandwidth MRC; plus 40% of the monthly recurring charges times the number of months
  remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of
  the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- For termination after the Minimum Service Commitment, Termination Liability shall be an
  amount equal 40% of the monthly recurring charges times the number of months remaining
  in the Term of this SWO after the Minimum Service Commitment and/or 40% of the
difference between the original bandwidth MRC and the decreased bandwidth MRC.

- All third party costs and expenses incurred by Qwest in so terminating such Service or
decreasing bandwidth and all applicable non-recurring charges that may have been waived.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last
month’s invoice for the terminated service.
8. Service Interface & Termination Requirements

Contractor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

9. Management VLANs

Contractor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Contractor is providing only a single VLAN to CTS, Contractor may satisfy this requirement by providing an additional port on the existing VLAN.

10. SNMP Access

Contractor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

In Witness Whereof, the parties hereto, having read this SWO 154 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature

Mark Quinby
Print or Type Name
Assistant Director

Title

3-24-17

Date

Approved

CenturyLink Communications, LLC, f/k/a Qwest Communications Company LLC, including its subsidiaries

Signature

Wendy Rawlings
Print or Type Name

Wendy Rawlings on behalf of Stephen Arneson

Title

Offer Management

March 23, 2017

Date

N262979
Attachment 1  
SWO 154  
Secondary Ethernet Site List  
CenturyLink Communications, LLC, f/k/a Qwest Communications Company,  
LLC, including its subsidiaries  
T17-RFQ-042  

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>MB</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>VLAN</th>
<th>DMARC</th>
<th>Trunk Circuit SWO</th>
<th>CTL Product</th>
</tr>
</thead>
<tbody>
<tr>
<td>DOC</td>
<td>191 Constantine Way</td>
<td>Aberdeen</td>
<td>Olympia</td>
<td>100</td>
<td>$650.00</td>
<td>$65.00</td>
<td>$50.00</td>
<td>$2,600.00</td>
<td>13</td>
<td>ME</td>
</tr>
<tr>
<td>ABR1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Amendment 150
for
Contract Number T11-PCH-529
for
Secondary Transport Ethernet Services

In accordance with Provision 41 (Authority for Modifications and Amendments) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 150 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Vendor").

The purpose of this Amendment is to terminate the following Ethernet site from Supplemental Work Order (SWO) 122, dated June 1, 2016 (Pramata ID #1030562). Now, therefore, the parties agree to amend the Supplemental Work Order 122 to terminate the following:

<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>VLAN</th>
<th>DMARC</th>
<th>Trunk Circuit</th>
</tr>
</thead>
<tbody>
<tr>
<td>WSDA 0601</td>
<td>1975 NW Harborside Dr</td>
<td>Vancouver</td>
<td>Olympia</td>
<td>10</td>
<td>$415.00</td>
<td>$41.50</td>
<td>$50.00</td>
<td>$5,850.00</td>
<td>SWO 13</td>
</tr>
</tbody>
</table>

All other provisions of Contract T11-PCH-529, as previously amended, and SWO 122, as previously amended, shall remain in full force and effect.

This Amendment 150 shall be effective as of the date signed by CTS.

Approved
State of Washington,
Consolidated Technology Services

Signature
Mark Quimby  Assistant Director

Print or Type Name, Title
Date: 3-31-17

Approved
CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries

Signature
Wendy Rawlings on behalf of Stephen Arnson, Offer Management

Print or Type Name, Title
Date: March 29, 2017

N261514
State of Washington
Consolidated Technology Services

T11-PCH-529
Amendment 150
Amendment 151
for
Contract Number T11-PCH-529
for
Secondary Transport Ethernet Services

In accordance with Provision 41 (Authority for Modifications and Amendments) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 151 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Vendor").

The purpose of this Amendment is to terminate the following Ethernet site from Supplemental Work Order (SWO) 123, dated June 7, 2016 (Pramata ID #1031966). Now, therefore, the parties agree to amend the Supplemental Work Order 123 to terminate the following:

<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>VLAN</th>
<th>DMARC</th>
<th>Trunk Circuit</th>
</tr>
</thead>
<tbody>
<tr>
<td>DOLC 0519</td>
<td>Sequim Licensing Depot LLC, 649 W Washington St</td>
<td>Sequim</td>
<td>Olympia</td>
<td>10</td>
<td>$575.00</td>
<td>$57.50</td>
<td>$50.00</td>
<td>$3,900.00</td>
<td>SWO 13</td>
</tr>
</tbody>
</table>

All other provisions of Contract T11-PCH-529, as previously amended, and SWO 123, as previously amended, shall remain in full force and effect.

This Amendment 151 shall be effective as of the date signed by CTS.

Approved
State of Washington,
Consolidated Technology Services

[Signature]

Mark Quimby  Assistant Director

Print or Type Name, Title

Date: 3-31-17

Approved
CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries

[Signature]

Wendy Rawlings on behalf of Stephen Arneson, Offer Management

Print or Type Name, Title

Date: March 29, 2017

N264026
State of Washington
Consolidated Technology Services

T11-PCH-529
Amendment 151
Amendment 152
for
Contract Number T11-PCH-529
for
Secondary Transport Ethernet Services

In accordance with Provision 41 (Authority for Modifications and Amendments) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 152 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Vendor").

The purpose of this Amendment is to terminate Site Agreement S13-45, dated February 28, 2013 (Pramata ID #405651) in its entirety.

In accordance with Section 70 of Agreement T11-PCH-529, the State of Washington is liable for all charges incurred up to the termination date provided to CenturyLink of December 4, 2016. This includes all third-party charges incurred by CenturyLink in connection with Purchaser’s termination.

All other provisions of Contract T11-PCH-529, as previously amended, shall remain in full force and effect.

This Amendment 152 shall be effective as of the date signed by CTS.

Approved
State of Washington,
Consolidated Technology Services

Signature

Approved
CenturyLink Communications, LLC, f/k/a
Qwest Communications Company, LLC,
including its subsidiaries

Signature

Wendy Rawlings
Wendy Rawlings on behalf of Jacob Darfler,
Offer Management

Print or Type Name, Title
Mark Quimby Assistant Director

Date: 4-4-17

Print or Type Name, Title
Date: April 3, 2017

N271327
State of Washington
Consolidated Technology Services

T11-PCH-529
Amendment 152
Amendment 153
for
Contract Number T11-PCH-529
for
Secondary Transport Ethernet Services

In accordance with Provision 41 (Authority for Modifications and Amendments) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 153 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Vendor").

The purpose of this Amendment is to terminate the following Ethernet site from Supplemental Work Order (SWO) 129, dated July 28, 2016 (Pramata ID #1042830). Now, therefore, the parties agree to amend the Supplemental Work Order 129 to terminate the following:

<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>VLAN</th>
<th>DMARC</th>
<th>Trunk Circuit</th>
</tr>
</thead>
<tbody>
<tr>
<td>WSDA 0802</td>
<td>400 Toteff Rd</td>
<td>Kalama</td>
<td>Olympia</td>
<td>10</td>
<td>$558.00</td>
<td>$55.80</td>
<td>$50.00</td>
<td>$3,250.00</td>
<td>SWO 13</td>
</tr>
</tbody>
</table>

All other provisions of Contract T11-PCH-529, as previously amended, and SWO 129, as previously amended, shall remain in full force and effect.

This Amendment 153 shall be effective as of the date signed by CTS.

Approved
State of Washington,
Consolidated Technology Services

Approved
CenturyLink Communications, LLC, f/k/a
Qwest Communications Company, LLC, including its subsidiaries

Mark Quimby  Assistant Director

Wendy Rawlings

Date: 4-4-17

Wendy Rawlings on behalf of Jacob Darfler,
Offer Management

Date: April 3, 2017
Supplemental Work Order 155
To
Contract T11-PCH-529
For
Secondary Transport Ethernet Services

This Supplemental Work Order 155 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this SWO have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Contractor and CTS, with reference number T11-PCH-529

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which Contractor delivers an aggregated bundle of VLANs.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.
4. Service Delivery Locations.

Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

5. Service Order and Installation

Contractor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist and wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for the Service. The list of circuits covered by this SWO is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus

- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.
8. Service Interface & Termination Requirements

Contractor agrees to provide, at all times during the Term of this SWO, via a full duplex
Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations
specified in Appendix 1. Contractor is solely responsible for all access and fiber/cabling
infrastructure to the point of service handoff. Prior to commencing any work at locations
owned by third parties; Purchaser will provide Contractor with written authorization from the
building owner granting all rights and access enabling Contractor to place fiber/cabling
infrastructure to the point of service handoff as needed.

9. Management VLANs

Contractor agrees to provide, at all times during the Term of this SWO, a management VLAN
for the Advanced Transport Services that allows Purchasers to check status of routes or
network segments CTS will provide IP addresses to be used for secondary addressing as
necessary at each network element. Where Contractor is providing only a single VLAN to
CTS, Contractor may satisfy this requirement by providing an additional port on the existing
VLAN.

10. SNMP Access

Contractor agrees to provide, at all times during the Term of this SWO, for those portions of
the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3
preferred) access to each network element in the path dedicated exclusively to Purchaser
traffic.

In Witness Whereof, the parties hereto, having read this SWO 155 to Contract Number T11-PCH-529 in its
entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature
Mark Quimby
Print or Type Name
Assistant Director
Title
4/4/17
Date

Approved

CenturyLink Communications, LLC, f/k/a
Qwest Communications Company LLC,
including its subsidiaries

Signature
Wendy Rawlings
Print or Type Name
Wendy Rawlings on behalf of Jacob Darfler
Title
Offer Management
Date
April 3, 2017

N271332
<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>MB</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>VLAN</th>
<th>DMARC</th>
<th>Trunk Circuit SWO</th>
<th>CTL Product</th>
</tr>
</thead>
<tbody>
<tr>
<td>DOC</td>
<td>1016 S 28th St</td>
<td>Tacoma</td>
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<td>100</td>
<td>$650.00</td>
<td>$65.00</td>
<td>$50.00</td>
<td>$3,250.00</td>
<td>13</td>
<td>ME</td>
</tr>
</tbody>
</table>
Amendment 156
for
Contract Number T11-PCH-529
for
Secondary Transport Ethernet Services

In accordance with Provision 41 (Authority for Modifications and Amendments) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 156 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Vendor").

The purpose of this Amendment is to terminate the following Ethernet site from Site Agreement S-12, dated February 20, 2014 (Pramata ID: 846909). Now, therefore, the parties agree to amend Site Agreement 12 to terminate the following:

<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>NRC</th>
<th>Trunk Circuit</th>
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</thead>
<tbody>
<tr>
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<td>Mount Vernon</td>
<td>Olympia</td>
<td>100</td>
<td>$420.00</td>
<td>$0</td>
<td>SWO 11</td>
</tr>
</tbody>
</table>

In accordance with Section 70 of Agreement T11-PCH-529, the State of Washington is liable for all charges incurred up to the termination date provided to CenturyLink of March 30, 2017.

All other provisions of Contract T11-PCH-529, as previously amended, and Site Agreement S-12, as previously amended, shall remain in full force and effect.

This Amendment 156 shall be effective as of the date signed by CTS.

Approved

State of Washington,
Consolidated Technology Services

Approved

CenturyLink Communications, LLC, f/k/a
Qwest Communications Company, LLC,
including its subsidiaries

Mark Quimby  Assistant Director

Wendy Rawlings

Signature

Wendy Rawlings on behalf of Jacob Darfler,
Offer Management

Print or Type Name, Title
Date: 4-24-17

Date: April 18, 2017

N272828
State of Washington
Consolidated Technology Services

T11-PCH-529
Amendment 156
Supplemental Work Order 157
To
Contract T11-PCH-529
For
Secondary Transport Ethernet Services

This Supplemental Work Order 157 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this SWO have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Contractor and CTS, with reference number T11-PCH-529

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which Contractor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.
4. Service Delivery Locations.

Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

5. Service Order and Installation

Contractor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist and wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for the Service. The list of circuits covered by this SWO is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services, or bandwidth decreases below the original contracted level (“decreased bandwidth”) prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus

- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.
8. **Service Interface & Termination Requirements**

Contractor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

9. **Management VLANs**

Contractor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Contractor is providing only a single VLAN to CTS, Contractor may satisfy this requirement by providing an additional port on the existing VLAN.

10. **SNMP Access**

Contractor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

_In Witness Whereof_, the parties hereto, having read this SWO 157 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

<table>
<thead>
<tr>
<th>Approved</th>
<th>Approved</th>
</tr>
</thead>
<tbody>
<tr>
<td>State of Washington</td>
<td>CenturyLink Communications, LLC, f/k/a Qwest Communications Company LLC, including its subsidiaries</td>
</tr>
<tr>
<td>Consolidated Technology Services</td>
<td></td>
</tr>
<tr>
<td><strong>Signature</strong></td>
<td><strong>Signature</strong></td>
</tr>
<tr>
<td>Mark Quimby</td>
<td>Wendy Rawlings on behalf of Jacob Darfler</td>
</tr>
<tr>
<td>Print or Type Name</td>
<td>Print or Type Name</td>
</tr>
<tr>
<td>Assistant Director</td>
<td>Offer Management</td>
</tr>
<tr>
<td>Title</td>
<td>Title</td>
</tr>
<tr>
<td>5-15-17</td>
<td>May 14, 2017</td>
</tr>
<tr>
<td>Date</td>
<td>Date</td>
</tr>
</tbody>
</table>

N270548
Attachment 1
SWO 157
Secondary Ethernet Site List
CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries
T17-RFQ-053

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>MB</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>VLAN</th>
<th>DMARC</th>
<th>Trunk Circuit SWO</th>
<th>CTL Product</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSHS</td>
<td>110 Prefontaine Pl, Ste 608</td>
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<td>Olympia</td>
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<td>$65.00</td>
<td>$50.00</td>
<td>$3,250.00</td>
<td>13</td>
<td>ME</td>
</tr>
</tbody>
</table>

N270548
Supplemental Work Order 158
To
Contract T11-PCH-529
For
Secondary Transport Ethernet Services

This Supplemental Work Order 158 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this SWO have the meanings ascribed to them in the Contract.

1. Definitions
In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Contractor and CTS, with reference number T11-PCH-529

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which Contractor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:
This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. Incorporation of the Contract:
The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.
4. Service Delivery Locations.
Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

5. Service Order and Installation
Contractor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist and wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. Term of Service – Individual Circuits
Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for the Service. The list of circuits covered by this SWO is incorporated by reference and attached hereto.

7. Termination Liability
As the sole and exclusive remedy for termination of any Services, or bandwidth decreases below the original contracted level (“decreased bandwidth”) prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus

- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.
8. Service Interface & Termination Requirements

Contractor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

9. Management VLANs

Contractor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Contractor is providing only a single VLAN to CTS, Contractor may satisfy this requirement by providing an additional port on the existing VLAN.

10. SNMP Access

Contractor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

In Witness Whereof, the parties hereto, having read this SWO 158 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Mark Quimby
Print or Type Name

Signature

Assistant Director
Title

5-15-17
Date

Approved

CenturyLink Communications, LLC, t/a
Qwest Communications Company LLC,
including its subsidiaries

Wendy Rawlings
Print or Type Name

Signature

Wendy Rawlings on behalf of Jacob Darfler
Print or Type Name

Offer Management
Title

May 14, 2017
Date

N265015
Attachment 1
SWO 158
Secondary Ethernet Site List
CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries
T17-RFQ-048

<table>
<thead>
<tr>
<th>Site</th>
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<th>CTS Node</th>
<th>MB</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>VLAN</th>
<th>DMARC</th>
<th>Trunk Circuit SWO</th>
<th>CTL Product</th>
</tr>
</thead>
<tbody>
<tr>
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<td>Seattle</td>
<td>Olympia</td>
<td>100</td>
<td>$650.00</td>
<td>$65.00</td>
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<td>$4,550.00</td>
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</tr>
<tr>
<td>SEA</td>
<td>Suite 1030</td>
<td></td>
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<td></td>
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<td></td>
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</tr>
</tbody>
</table>
Supplemental Work Order 159
To
Contract T11-PCH-529
For
Secondary Transport Ethernet Services

This Supplemental Work Order 159 (SWO) is made and entered by and among the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this SWO have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Contractor and CTS, with reference number T11-PCH-529

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which Contractor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.
4. **Service Delivery Locations.**

Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

5. **Service Order and Installation**

Contractor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist and wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. **Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for the Service. The list of circuits covered by this SWO is incorporated by reference and attached hereto.

7. **Termination Liability**

As the sole and exclusive remedy for termination of any Services, or bandwidth decreases below the original contracted level (“decreased bandwidth”) prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus

- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.
8. Service Interface & Termination Requirements

Contractor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

9. Management VLANs

Contractor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Contractor is providing only a single VLAN to CTS, Contractor may satisfy this requirement by providing an additional port on the existing VLAN.

10. SNMP Access

Contractor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

In Witness Whereof, the parties hereto, having read this SWO 159 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature

Mark Quinby
Print or Type Name

Assistant Director
Title

5-15-17
Date

Approved

CenturyLink Communications, LLC, f/k/a
Qwest Communications Company LLC,
including its subsidiaries

Signature

Wendy Rawlings on behalf of Jacob Darfler
Print or Type Name

Offer Management
Title

May 14, 2017
Date
## Attachment 1
SWO 159
Secondary Ethernet Site List
CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries
T17-RFQ-060

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>MB</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>VLAN</th>
<th>DMARC</th>
<th>Trunk Circuit SWO</th>
<th>CTL Product</th>
</tr>
</thead>
<tbody>
<tr>
<td>LNI</td>
<td>10049 Kitsap Mall Blvd NW</td>
<td>Silverdale</td>
<td>Olympia</td>
<td>100</td>
<td>$650.00</td>
<td>$65.00</td>
<td>$50.00</td>
<td>$3,900.00</td>
<td>13</td>
<td>ME</td>
</tr>
</tbody>
</table>
Supplemental Work Order 160
To
Contract T11-PCH-529
For
Secondary Transport Ethernet Services

This Supplemental Work Order 160 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this SWO have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Contractor and CTS, with reference number T11-PCH-529

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which Contractor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.
4. **Service Delivery Locations.**

Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at
the throughput, price, and between the endpoints specified in Attachment 1.

5. **Service Order and Installation**

Contractor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance
Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where
facilities exist and wiring beyond the demarcation point is not required, and ninety (90) days
where facilities do not exist from the date that an order is placed. Contractor may request
reasonable extensions of these intervals in the event of unforeseen site conditions or delays in
permitting. It is Contractor’s responsibility to coordinate the delivery of, install or arrange
installation of, test and make operational all items necessary to provide the services
described. Contractor agrees to provide written notification to CTS’ Contract Manager and
CTS’ WAN Manager upon service installation, the date of which shall be the “Service
Installation Date.”

6. **Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SWO
shall have a Minimum Service Commitment of twelve (12) months, commencing on the
Service Installation Date for the Service. The list of circuits covered by this SWO is
incorporated by reference and attached hereto.

7. **Termination Liability**

As the sole and exclusive remedy for termination of any Services, or bandwidth decreases
below the original contracted level (“decreased bandwidth”) prior to the end of the term,
Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth
  provided through the effective date of such termination or decrease; plus

- For termination during the Minimum Service Commitment, Termination Charge shall be an
  amount equal to 100% of the monthly recurring cost of the Services terminated times the
  number of months remaining in the Minimum Service Commitment period and/or a charge
  of 100% of the difference between the original bandwidth MRC and the decreased
  bandwidth MRC; plus 40% of the monthly recurring charges times the number of months
  remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of
  the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- For termination after the Minimum Service Commitment, Termination Liability shall be an
  amount equal 40% of the monthly recurring charges times the number of months remaining
  in the Term of this SWO after the Minimum Service Commitment and/or 40% of the
  difference between the original bandwidth MRC and the decreased bandwidth MRC.

- All third party costs and expenses incurred by Qwest in so terminating such Service or
  decreasing bandwidth and all applicable non-recurring charges that may have been waived.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last
  month’s invoice for the terminated service.
8. Service Interface & Termination Requirements

Contractor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

9. Management VLANs

Contractor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Contractor is providing only a single VLAN to CTS, Contractor may satisfy this requirement by providing an additional port on the existing VLAN.

10. SNMP Access

Contractor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

In Witness Whereof, the parties hereto, having read this SWO 160 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

---

Approved

State of Washington
Consolidated Technology Services

[Signature]

Mark Quimby
Print or Type Name

Assistant Director
Title

5-15-17
Date

Approved

CenturyLink Communications, LLC, f/k/a Qwest Communications Company LLC, including its subsidiaries

[Wendy Rawlings]
Signature

Wendy Rawlings on behalf of Jacob Durfler
Print or Type Name

Offer Management
Title

May 14, 2017
Date
Attachment 1
SWO 160
Secondary Ethernet Site List
CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries
T17-RFQ-061

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>MB</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>VLAN</th>
<th>DMARC</th>
<th>Trunk Circuit SWO</th>
<th>CTL Product</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSHS 4049</td>
<td>810 28th St NE</td>
<td>Auburn</td>
<td>Olympia</td>
<td>100</td>
<td>$650.00</td>
<td>$65.00</td>
<td>$50.00</td>
<td>$5,850.00</td>
<td>13</td>
<td>ME</td>
</tr>
</tbody>
</table>
Amendment 161
for
Contract Number T11-PCH-529
for
Secondary Transport Ethernet Services

In accordance with Provision 41 (Authority for Modifications and Amendments) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 161 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Vendor").

The purpose of this Amendment is to terminate Site Agreement S13-56, dated May 16, 2013 (Pramata ID #500135 ), as amended, in its entirety.

All other provisions of Contract T11-PCH-529, as previously amended, shall remain in full force and effect.

This Amendment 161 shall be effective as of the date signed by CTS.

Approved
State of Washington,
Consolidated Technology Services

Mark Quimby    Assistant Director
Print or Type Name, Title
Date: 6-1-17

Approved
CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries

Wendy Rawlings
Signature
Wendy Rawlings on behalf of Jacob Darfler, Offer Management
Print or Type Name, Title
Date: May 26, 2017

N279878
State of Washington
Consolidated Technology Services

T11-PCH-529
Amendment 161
Supplemental Work Order 162
To
Contract T11-PCH-529
For
Secondary Transport Ethernet Services

This Supplemental Work Order 162 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this SWO have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Contractor and CTS, with reference number T11-PCH-529.

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which Contractor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a three (3) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.
4. **Service Delivery Locations.**

Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

5. **Service Order and Installation**

Contractor agrees, to have the service installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist and wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor agrees to provide written notification to CTS' Contract Manager and CTS' WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. **Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for the Service. The list of circuits covered by this SWO is incorporated by reference and attached hereto.

7. **Termination Liability**

As the sole and exclusive remedy for termination of any Services, or bandwidth decreases below the original contracted level (“decreased bandwidth”) prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus

- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.
8. Service Interface & Termination Requirements

Contractor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties, Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

9. Management VLANs

Contractor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Contractor is providing only a single VLAN to CTS, Contractor may satisfy this requirement by providing an additional port on the existing VLAN.

10. SNMP Access

Contractor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

In Witness Whereof, the parties hereto, having read this SWO 162 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Mark Quimby
Print or Type Name
Assistant Director
Title
Date

Approved

CenturyLink Communications, LLC, f/k/a Qwest Communications Company LLC, including its subsidiaries

Wendy Rawlings
Print or Type Name
Title
Date

Wendy Rawlings on behalf of Jacob Darfler
Print or Type Name
Title
Date

N271265
### Attachment 1

**SWO 162**  
**Secondary Ethernet Site List**  
CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries  
**T17-RFQ-055**

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>MB</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>VLAN</th>
<th>DMARC</th>
<th>Trunk Circuit SWO</th>
<th>CTL Product</th>
</tr>
</thead>
<tbody>
<tr>
<td>COM</td>
<td>2600 Martin Way E, Ste F</td>
<td>Olympia</td>
<td>Olympia</td>
<td>100</td>
<td>$625.00</td>
<td>$62.50</td>
<td>$50.00</td>
<td>$3,900.00</td>
<td>13</td>
<td>ME</td>
</tr>
</tbody>
</table>
Amendment 164
for
Contract Number T11-PCH-529
for
Secondary Transport Ethernet Services

In accordance with Provision 41 (Authority for Modifications and Amendments) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 164 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Vendor").

The parties hereby agree to amend SWO 13-50, CenturyLink Contract ID #589774, as follows:

1. Upgrade the following Ethernet sites from SWO 13-50 in its entirety with the following:

<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>NRC</th>
<th>Trunk Circuit</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSHS 1003</td>
<td>1100 S Main</td>
<td>Colville</td>
<td>Olympia</td>
<td>100</td>
<td>$1,417.00</td>
<td>$390.00</td>
<td>SWO 11</td>
</tr>
<tr>
<td>DSHS 1011</td>
<td>89 E Delaware</td>
<td>Republic</td>
<td>Olympia</td>
<td>100</td>
<td>$784.00</td>
<td>$390.00</td>
<td>SWO 11</td>
</tr>
</tbody>
</table>

2. Term:

This SWO shall be effective as of the date executed by CTS and continue in full force and effect until August 1, 2019.

All other provisions of Contract T11-PCH-529, as previously amended, and SWO 13-50, as previously amended, shall remain in full force and effect.

This Amendment 164 shall be effective as of the date signed by CTS.

Approved
State of Washington,
Consolidated Technology Services

Signature
Mark Quimby Assistant Director
Print or Type Name, Title
Date: 7-17-17

Approved
CenturyLink Communications, LLC, f/k/a
Qwest Communications Company, LLC, including its subsidiaries

Signature
Wendy Rawlings
Print or Type Name, Title
Date: July 13, 2017
Amendment 165
for
Contract Number T11-PCH-529
for
Secondary Transport Ethernet Services

In accordance with Provision 41 (Authority for Modifications and Amendments) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 165 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Vendor").

The parties hereby agree to amend SWO 13-44, CenturyLink Contract ID #590056, as follows:

1. Upgrade the following Ethernet sites from SWO 13-44 in its entirety with the following:

<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>NRC</th>
<th>Trunk Circuit</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSHS 1007</td>
<td>1600 W 1st St</td>
<td>Newport</td>
<td>Olympia</td>
<td>100</td>
<td>$3,120.00</td>
<td>$390.00</td>
<td>SWO 11</td>
</tr>
</tbody>
</table>

2. Term:

This SWO shall be effective as of the date executed by CTS and continue in full force and effect until August 1, 2019.

All other provisions of Contract T11-PCH-529, as previously amended, and SWO 13-44, as previously amended, shall remain in full force and effect.

This Amendment 165 shall be effective as of the date signed by CTS.

Approved
State of Washington,
Consolidated Technology Services

Signature

Mark Quimby Assistant Director
Print or Type Name, Title
Date: 7-17-17

Approved
CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries

Signature

Wendy Rawlings
Print or Type Name, Title
Date: July 13, 2017

N285313
State of Washington
Consolidated Technology Services

T11-PCH-529
Amendment 165
Amendment 166
for
Contract Number T11-PCH-529
for
Secondary Transport Ethernet Services

In accordance with Provision 41 (Authority for Modifications and Amendments) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 166 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Vendor").

The parties hereby agree to amend Supplemental Work Order (SWO) 101 as follows:

1. Upgrade the following Ethernet site from SWO 101, CenturyLink Contract ID #972627, in its entirety with the following:

<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>EVC</th>
<th>NRC</th>
<th>Trunk Circuit</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSHS 5019</td>
<td>8701 Steilacoom Blvd SW</td>
<td>Tacoma</td>
<td>Olympia</td>
<td>100</td>
<td>$500.00</td>
<td>$50.00</td>
<td>$0</td>
<td>SWO 13</td>
</tr>
</tbody>
</table>

2. Term:

This SWO shall be effective as of the date executed by CTS and continue in full force and effect until August 1, 2019.

All other provisions of Contract T11-PCH-529, as previously amended, and SWO 101, as previously amended, shall remain in full force and effect.

This Amendment 166 shall be effective as of the date signed by CTS.

Approved
State of Washington,
Consolidated Technology Services

[Signature]

Mark Quimby  Assistant Director
Print or Type Name, Title

Date: 7-8-17

Approved
CenturyLink Communications, LLC, f/k/a
Qwest Communications Company, LLC, including its subsidiaries

[Wendy Rawlings]
Signature
Wendy Rawlings on behalf of Jacob Darfler,
Offer Management

Print or Type Name, Title

Date: July 13, 2017

N285376
State of Washington
Consolidated Technology Services

T11-PCH-529
Amendment 166
Amendment 167
for
Contract Number T11-PCH-529
for
Secondary Transport Ethernet Services

In accordance with Provision 41 (Authority for Modifications and Amendments) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 167 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Vendor").

The purpose of this Amendment is to upgrade an existing circuit on Supplemental Work Order 15 ("SWO 15").

The parties hereby agree to amend SWO 15 (CenturyLink Contract ID: 850071) as follows:

Upgrade the following Ethernet site in the table of Attachment 1 of SWO15 with the following:

<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>EVC</th>
<th>NRC</th>
<th>Trunk Circuit</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSHS 5036</td>
<td>3888 NW Randall Way, Ste 101 &amp; 102</td>
<td>Silverdale</td>
<td>Olympia</td>
<td>100</td>
<td>$600.00</td>
<td>$50.00</td>
<td>$0.00</td>
<td>SWO 13</td>
</tr>
</tbody>
</table>

This Amendment 167 shall be effective as of the date executed by CTS and continue in full force and effect until August 1, 2019.

All other provisions of Contract T11-PCH-529, as previously amended, and SWO 15, as previously amended, shall remain in full force and effect.

This Amendment 167 shall be effective as of the date signed by CTS.

Approved
State of Washington, Consolidated Technology Services

[Signature]

Mark Quimby Assistant Director
Print or Type Name, Title
Date: 7-18-17

Approved
CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries

[Wendy Rawlings]
[Signature]

Wendy Rawlings on behalf of Jacob Darfler, Offer Management
Print or Type Name, Title
Date: July 13, 2017
Amendment 168
for
Contract Number T11-PCH-529
for
Secondary Transport Ethernet Services

In accordance with Provision 41 (Authority for Modifications and Amendments) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 168 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Vendor").

The parties hereby agree to amend Site Agreement S14-65 as follows:

1. Upgrade the following Ethernet site from Site Agreement S14-65, CenturyLink Contract ID #559103, in its entirety with the following:

<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>EVC</th>
<th>NRC</th>
<th>Trunk Circuit</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSHS 6123</td>
<td>2404 Heritage</td>
<td>Olympia</td>
<td>Olympia</td>
<td>100</td>
<td>$500.00</td>
<td>$50.00</td>
<td>$0</td>
<td>SWO 13</td>
</tr>
</tbody>
</table>

2. Term:

This Amendment shall be effective as of the date executed by CTS and continue in full force and effect until August 1, 2019.

All other provisions of Contract T11-PCH-529, as previously amended, and Site Agreement S14-65, as previously amended, shall remain in full force and effect.

This Amendment 168 shall be effective as of the date signed by CTS.

Approved
State of Washington,
Consolidated Technology Services

[Signature]
Mark Quimby
Assistant Director

Approved
CenturyLink Communications, LLC, f/k/a
Qwest Communications Company, LLC,
including its subsidiaries

[Wendy Rawlings]
Signature
Wendy Rawlings on behalf of Jacob Darfler,
Offer Management

[Signature]
Date: July 13, 2017

N285386
State of Washington
Consolidated Technology Services

T11-PCH-529
Amendment 168
Amendment 169
for
Contract Number T11-PCH-529
for
Secondary Transport Ethernet Services

In accordance with Provision 41 (Authority for Modifications and Amendments) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 169 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Vendor").

The purpose of this Amendment is to terminate the following Ethernet site from Supplemental Work Order (SWO) 87, CenturyLink Contract ID #954331. Now, therefore, the parties agree to amend the Supplemental Work Order 87 to terminate the following:

<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>DMARC</th>
<th>Trunk Circuit</th>
</tr>
</thead>
<tbody>
<tr>
<td>WSDA 0402</td>
<td>66 Highway</td>
<td>Chelan</td>
<td>Olympia</td>
<td>10</td>
<td>$270.00</td>
<td>$27.00</td>
<td>$1,105.00</td>
<td>SWO 87</td>
</tr>
</tbody>
</table>

All other provisions of Contract T11-PCH-529, as previously amended, and SWO 87, as previously amended, shall remain in full force and effect.

This Amendment 169 shall be effective as of the date signed by CTS.

Approved
State of Washington,
Consolidated Technology Services

Mark Quimby  Assistant Director
Print or Type Name, Title
Date: 7-18-17

Approved
CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries

Wendy Rawlings
Signature
Wendy Rawlings on behalf of Jacob Darfler, Offer Management
Print or Type Name, Title
Date: July 13, 2017

N285937
State of Washington
Consolidated Technology Services

T11-PCH-529
Amendment 169
Supplemental Work Order 173
To
Contract T11-PCH-529
For
Secondary Transport Ethernet Services

This Supplemental Work Order 173 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this SWO have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Contractor and CTS, with reference number T11-PCH-529

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which Contractor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.
4. Service Delivery Locations.

Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

5. Service Order and Installation

Contractor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist and wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor agrees to provide written notification to CTS' Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for the Service. The list of circuits covered by this SWO is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services, or bandwidth decreases below the original contracted level (“decreased bandwidth”) prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus

- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- All third party costs and expenses incurred by CenturyLink in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
• Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. Service Interface & Termination Requirements

Contractor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

9. Management VLANs

Contractor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Contractor is providing only a single VLAN to CTS, Contractor may satisfy this requirement by providing an additional port on the existing VLAN.

10. SNMP Access

Contractor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

In Witness Whereof, the parties hereto, having read this SWO 173 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature

Mark Quimby
Print or Type Name

Assistant Director
Title

- 4- 1 7
Date

Approved

CenturyLink Communications, LLC, f/k/a Qwest Communications Company LLC, including its subsidiaries

Signature

Wendy Rawlings on behalf of Jacob Darfler
Print or Type Name

Pricing and Offer Management
Title

August 3, 2017
Date
## Attachment 1

**SWO 173**

Secondary Ethernet Site List

CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries

**T17-RFQ-068**

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>MB</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>VLAN</th>
<th>DMARC</th>
<th>Trunk Circuit SWO</th>
<th>CTL Product</th>
</tr>
</thead>
<tbody>
<tr>
<td>ESD 1710</td>
<td>2531 Rainier Ave S</td>
<td>Seattle</td>
<td>Olympia</td>
<td>100</td>
<td>$650.00</td>
<td>$65.00</td>
<td>$50.00</td>
<td>$2,600.00</td>
<td>13</td>
<td>ME</td>
</tr>
<tr>
<td>DOR TAC 2701</td>
<td>3315 S 23rd St Fl 3</td>
<td>Tacoma</td>
<td>Olympia</td>
<td>100</td>
<td>$650.00</td>
<td>$65.00</td>
<td>$50.00</td>
<td>$2,600.00</td>
<td>13</td>
<td>ME</td>
</tr>
</tbody>
</table>
Amendment 171
for
Contract Number T11-PCH-529
for
Secondary Transport Ethernet Services

In accordance with Provision 41 (Authority for Modifications and Amendments) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 171 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and CenturyLink Communications, LLC, t/a Qwest Communications Company, LLC, including its subsidiaries ("Vendor").

The purpose of this Amendment is to terminate the following Ethernet site from Supplemental Work Order (SWO) 24, dated June 30, 2014 (Pramata ID #860987). Now, therefore, the parties agree to amend the Supplemental Work Order 24 to terminate the following:

<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>Taxes</th>
<th>VLAN</th>
<th>DMARC</th>
<th>Trunk Circuit</th>
</tr>
</thead>
<tbody>
<tr>
<td>DOC COL1</td>
<td>298 South Main</td>
<td>Colville</td>
<td>Olympia</td>
<td>100</td>
<td>$1,344.00</td>
<td>$134.40</td>
<td>$0</td>
<td>$10,944.00</td>
<td>SWO 11</td>
</tr>
</tbody>
</table>

All other provisions of Contract T11-PCH-529, as previously amended, and SWO 24, as previously amended, shall remain in full force and effect.

This Amendment 171 shall be effective as of the date signed by CTS.

Approved
State of Washington,
Consolidated Technology Services

[Signature]

Mark Quimby
Assistant Director
Print or Type Name, Title
5/17
Date:

Approved
CenturyLink Communications, LLC, t/a Qwest Communications Company, LLC, including its subsidiaries

[Signature]

Jacob Darfler
Manager of Offer Manager
Print or Type Name, Title
8/8/2017
Date:

N288343
State of Washington
Consolidated Technology Services

T11-PCH-529
Amendment 171
Amendment 172
for
Contract Number T11-PCH-529
for
Secondary Transport Ethernet Services

In accordance with Provision 41 (Authority for Modifications and Amendments) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 172 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Vendor").

The purpose of this Amendment is to terminate Supplemental Work Order (SWO) 91, dated June 19, 2015 (Pramata ID #956873), as amended, in its entirety.

All other provisions of Contract T11-PCH-529, as previously amended, shall remain in full force and effect.

This Amendment 172 shall be effective as of the date signed by CTS.

Approved
State of Washington,
Consolidated Technology Services

Approved
CenturyLink Communications, LLC, f/k/a
Qwest Communications Company, LLC,
including its subsidiaries

Signature

Mark Quimby
Assistant Director

Print or Type Name, Title

Date: 6-4-17

Signature

Jacob Darfler
Manager of Offer Management

Print or Type Name, Title

Date: 8/8/2017

N288344
State of Washington
Consolidated Technology Services

T11-PCH-529
Amendment 172
Amendment 174
for
Contract Number T11-PCH-529
for
Secondary Transport Ethernet Services

In accordance with Provision 41 (Authority for Modifications and Amendments) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 174 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Vendor").

The purpose of this Amendment is to terminate Supplemental Work Order (SWO) 19, dated June 2, 2014 (Pramata ID #858438), as amended, in its entirety.

All other provisions of Contract T11-PCH-529, as previously amended, shall remain in full force and effect.

This Amendment 174 shall be effective as of the date signed by CTS.

Approved
State of Washington,
Consolidated Technology Services

[Signature]

Mark Quimby  Assistant Director
Print or Type Name, Title
8-9-17
Date:

Approved
CenturyLink Communications, LLC, f/k/a
Qwest Communications Company, LLC,
including its subsidiaries

[Signature]

Jacob Darfler  Manager of Offer Management
Print or Type Name, Title
8/8/2017
Date:
Amendment 175
for
Contract Number T11-PCH-529
for
Secondary Transport Ethernet Services

In accordance with Provision 41 (Authority for Modifications and Amendments) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 175 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Vendor").

The purpose of this Amendment is to terminate Supplemental Work Order ("SWO") 16, dated April 23, 2014 (Pramata ID #854446) in its entirety. All other provisions of Contract T11-PCH-529, as previously amended, shall remain in full force and effect.

This Amendment 175 shall be effective as of the date signed by CTS.

Approved
State of Washington,
Consolidated Technology Services

[Signature]

Mark Quimby  Assistant Director
Print or Type Name, Title
Date: 6-4-17

Approved
CenturyLink Communications, LLC, f/k/a
Qwest Communications Company, LLC,
including its subsidiaries

[Signature]

Jacob Darfler  Manager of Offer Manager
Print or Type Name, Title
Date: 8/8/2017
Amendment 176
for
Contract Number T11-PCH-529
for
Secondary Transport Ethernet Services

In accordance with Provision 41 (Authority for Modifications and Amendments) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 176 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Vendor").

The parties hereby agree to amend Supplemental Work Order ("SWO") 15 as follows:

1. Upgrade the following Ethernet sites from SWO 15, dated March 19, 2014 (Pramata ID #850071).

<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>EVC</th>
<th>NRC</th>
<th>Trunk Circuit</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSHS 1031</td>
<td>S 298 Main, Ste 204</td>
<td>Colville</td>
<td>Olympia</td>
<td>100</td>
<td>$1,417</td>
<td>N/A</td>
<td>$650</td>
<td>SWO 11</td>
</tr>
<tr>
<td>DSHS 2010</td>
<td>135 2nd St, Ste 210</td>
<td>Asotin</td>
<td>Olympia</td>
<td>100</td>
<td>$784</td>
<td>N/A</td>
<td>$390</td>
<td>SWO 11</td>
</tr>
<tr>
<td>DSHS 6051</td>
<td>1820 Jefferson 3rd Fl</td>
<td>Port Townsend</td>
<td>Olympia</td>
<td>100</td>
<td>$600</td>
<td>$50</td>
<td>$0</td>
<td>SWO 13</td>
</tr>
<tr>
<td>DSHS 6055</td>
<td>618 S Peabody, Ste G</td>
<td>Port Angeles</td>
<td>Olympia</td>
<td>100</td>
<td>$600</td>
<td>$50</td>
<td>$0</td>
<td>SWO 13</td>
</tr>
</tbody>
</table>

2. Term:

This Amendment shall be effective as of the date executed by CTS and continue in full force and effect until August 1, 2019.

All other provisions of Contract T11-PCH-529, as previously amended, and SWO 15, as previously amended, shall remain in full force and effect.

This Amendment 176 shall be effective as of the date signed by CTS.

Approved

State of Washington,
Consolidated Technology Services

Signature

Mark Quimby Assistant Director
Print or Type Name, Title

Date: 8-9-17

Approved

CenturyLink Communications, LLC, f/k/a
Qwest Communications Company, LLC,
including its subsidiaries

Signature

Jacob Darfler
Manager of Offer Management
Print or Type Name, Title

Date: 8/8/2017

N289418
State of Washington
Consolidated Technology Services

T11-PCH-529
Amendment 176
Amendment 177
for
Contract Number T11-PCH-529
for
Secondary Transport Ethernet Services

In accordance with Provision 41 (Authority for Modifications and Amendments) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 177 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Vendor").

The parties hereby agree to amend Supplemental Work Order (SWO) 41 as follows:

1. Upgrade the following Ethernet site from SWO 41, dated October 2, 2014 (Pramata ID #875381), with the following:

<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Gb</th>
<th>MRC</th>
<th>EVC</th>
<th>NRC</th>
<th>Trunk Circuit</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSHS 4044</td>
<td>805 156th Ave NE</td>
<td>Bellevue</td>
<td>Olympia</td>
<td>1</td>
<td>$800</td>
<td>$50</td>
<td>$0</td>
<td>SWO 13</td>
</tr>
</tbody>
</table>

2. Term:

This Amendment shall be effective as of the date executed by CTS and continue in full force and effect until December 15, 2019.

All other provisions of Contract T11-PCH-529, as previously amended, and SWO 41, as previously amended, shall remain in full force and effect.

This Amendment 177 shall be effective as of the date signed by CTS.

Approved
State of Washington,
Consolidated Technology Services

Mark Quimby  Assistant Director
Print or Type Name, Title
Date: 8-9-17

Approved
CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries

Jacob Darfler  Manager of Offer Management
Print or Type Name, Title
Date: 8/8/2017
Amendment 178
for
Contract Number T11-PCH-529
for
Secondary Transport Ethernet Services

In accordance with Provision 41 (Authority for Modifications and Amendments) of Contract Number T11-PCH-529 the (“Contract”), this Amendment 178 is entered into by and between the State of Washington, Consolidated Technology Services (“CTS”) and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries (“Vendor”).

The parties hereby agree to amend Supplemental Work Order (SWO) 14 as follows:

1. Upgrade the following Ethernet site from SWO 14 with the following:

<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>NRC</th>
<th>Trunk Circuit</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSHS 6052</td>
<td>64 Main St, 1st Fl</td>
<td>Cathlamet</td>
<td>Olympia</td>
<td>100</td>
<td>$784.00</td>
<td>$390.00</td>
<td>SWO 11</td>
</tr>
</tbody>
</table>

2. Term:

This Amendment shall be effective as of the date executed by CTS and continue in full force and effect until August 1, 2019.

All other provisions of Contract T11-PCH-529, as previously amended, and SWO 14, as previously amended, shall remain in full force and effect.

This Amendment 178 shall be effective as of the date signed by CTS.

Approved

State of Washington,
Consolidated Technology Services

[Signature]

Mark Quimby Assistant Director
Print or Type Name, Title S-9-17
Date: 8/9/17

Approved

CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries

[Signature]

Jacob Darfler Manager of Offer Management
Print or Type Name, Title
Date: 8/8/2017

N289648
State of Washington
Consolidated Technology Services

T11-PCH-529 Amendment 178
Supplemental Work Order 179
To
Contract T11-PCH-529
For
Secondary Transport Ethernet Services

This Supplemental Work Order 179 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this SWO have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Contractor and CTS, with reference number T11-PCH-529.

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which Contractor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.
4. **Service Delivery Locations.**

Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

5. **Service Order and Installation**

Contractor agrees, to have the service installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist and wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor agrees to provide written notification to CTS' Contract Manager and CTS' WAN Manager upon service Installation, the date of which shall be the "Service Installation Date."

6. **Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for the Service. The list of circuits covered by this SWO is incorporated by reference and attached hereto.

7. **Termination Liability**

As the sole and exclusive remedy for termination of any Services, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus

- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month's invoice for the terminated service.
8. **Service Interface & Termination Requirements**

Contractor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

9. **Management VLANs**

Contractor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Contractor is providing only a single VLAN to CTS, Contractor may satisfy this requirement by providing an additional port on the existing VLAN.

10. **SNMP Access**

Contractor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

*In Witness Whereof*, the parties hereto, having read this SWO 179 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

---

**Approved**

State of Washington  
Consolidated Technology Services

[Signature]

Mark Quimby

Print or Type Name:  
Assistant Director

[Date]

---

**Approved**

CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries

[Signature]

Jacob Darfler

Print or Type Name:  
Manager - Offer Management

[Date]  
8/30/2017
Attachment 1  
SWO 179  
Secondary Ethernet Site List  
CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries  
T17-RFQ-076

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>MB</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>VLAN</th>
<th>DMARC</th>
<th>Trunk Circuit SWO</th>
<th>CTL Product</th>
</tr>
</thead>
<tbody>
<tr>
<td>DOLD 2704</td>
<td>6402 S Yakima Ave, Ste C</td>
<td>Tacoma</td>
<td>Olympia</td>
<td>10</td>
<td>$460.00</td>
<td>$46.00</td>
<td>$50.00</td>
<td>$1,950.00</td>
<td>13</td>
<td>ME</td>
</tr>
<tr>
<td>DOLD 1602</td>
<td>2300 S Park Ave</td>
<td>Port Townsend</td>
<td>Olympia</td>
<td>10</td>
<td>$460.00</td>
<td>$46.00</td>
<td>$50.00</td>
<td>$2,600.00</td>
<td>13</td>
<td>ME</td>
</tr>
<tr>
<td>DOLD 7701</td>
<td>2502 112th St E, Ste 200 Closet #187</td>
<td>Parkland</td>
<td>Olympia</td>
<td>10</td>
<td>$460.00</td>
<td>$46.00</td>
<td>$50.00</td>
<td>$1,950.00</td>
<td>13</td>
<td>ME</td>
</tr>
</tbody>
</table>
Supplemental Work Order 180

To

Contract T11-PCH-529

For

Secondary Transport Ethernet Services

This Supplemental Work Order 180 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this SWO have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Contractor and CTS, with reference number T11-PCH-529

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which Contractor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a one (1) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.
4. Service Delivery Locations.

Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

5. Service Order and Installation

Contractor agrees, to have the service installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist and wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor agrees to provide written notification to CTS' Contract Manager and CTS' WAN Manager upon service Installation, the date of which shall be the "Service Installation Date."

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for the Service. The list of circuits covered by this SWO is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus

- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.
8. Service Interface & Termination Requirements

Contractor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

9. Management VLANs

Contractor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Contractor is providing only a single VLAN to CTS, Contractor may satisfy this requirement by providing an additional port on the existing VLAN.

10. SNMP Access

Contractor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

In Witness Whereof, the parties hereto, having read this SWO 180 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature
Mark Quimby

Print or Type Name
Assistant Director

Title
Date

Approved

CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries

Signature
Jacob Darfler

Print or Type Name
Manager - Offer Management

Title
Date

6/31/2017

N300873
Attachment 1
SWO 180
Secondary Ethernet Site List
CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries
T17-RFQ-076

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>MB</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>VLAN</th>
<th>DMARC</th>
<th>Trunk Circuit SWO</th>
<th>CTL Product</th>
</tr>
</thead>
<tbody>
<tr>
<td>DOLD</td>
<td>320 N 85th St</td>
<td>Seattle</td>
<td>Olympia</td>
<td>10</td>
<td>$475.00</td>
<td>$47.50</td>
<td>$50.00</td>
<td>$1,950.00</td>
<td>13</td>
<td>ME</td>
</tr>
</tbody>
</table>
Supplemental Work Order 181
To
Contract T11-PCH-529
For
Secondary Transport Ethernet Services

This Supplemental Work Order 181 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this SWO have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Contractor and CTS, with reference number T11-PCH-529

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which Contractor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.
4. Service Delivery Locations.

Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

5. Service Order and Installation

Contractor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist and wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for the Service. The list of circuits covered by this SWO is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services, or bandwidth decreases below the original contracted level (“decreased bandwidth”) prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus

- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.

- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

N306830
8. Service Interface & Termination Requirements

Contractor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

9. Management VLANs

Contractor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Contractor is providing only a single VLAN to CTS, Contractor may satisfy this requirement by providing an additional port on the existing VLAN.

10. SNMP Access

Contractor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

In Witness Whereof, the parties hereto, having read this SWO 181 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature
Mark Quimby

Print or Type Name
Assistant Director

Title
Date

Approved

CenturyLink Communications, LLC, t/a Qwest Communications Company, LLC, including its subsidiaries

Signature
Jacob Darfler

Print or Type Name
Manager - Offer Management

Title
Date

N306830
Attachment 1  
SWO 181  
Secondary Ethernet Site List  
CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries  
T17-RFQ-076

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>MB</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>VLAN</th>
<th>DMARC</th>
<th>Trunk Circuit SWO</th>
<th>CTL Product</th>
</tr>
</thead>
<tbody>
<tr>
<td>DOLC</td>
<td>Silverdale Auto License, Inc., 9080 Silverdale Way NW, Suite 102</td>
<td>Silverdale</td>
<td>Olympia</td>
<td>10</td>
<td>$460.00</td>
<td>$46.00</td>
<td>$50.00</td>
<td>$1,950.00</td>
<td>13</td>
<td>ME</td>
</tr>
</tbody>
</table>
Amendment 182
for
Contract Number T11-PCH-529.
for
Secondary Transport Ethernet Services

In accordance with Provision 41 (Authority for Modifications and Amendments) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 182 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Vendor").

The purpose of this Amendment is to terminate the following Ethernet site from Supplemental Work Order (SWO) 43, dated November 13, 2014 (Pramata ID #878204). Now, therefore, the parties agree to amend the Supplemental Work Order 43 to terminate the following:

<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>Taxes</th>
<th>VLAN</th>
<th>DMARC</th>
<th>Trunk Circuit</th>
</tr>
</thead>
<tbody>
<tr>
<td>LNIBRE</td>
<td>500 Pacific Ave Ste 400</td>
<td>Bremerton</td>
<td>Olympia</td>
<td>100</td>
<td>$700.00</td>
<td>$70.00</td>
<td>$50.00</td>
<td>$1,475.00</td>
<td>SWO 13</td>
</tr>
</tbody>
</table>

All other provisions of Contract T11-PCH-529, as previously amended, and SWO 43, as previously amended, shall remain in full force and effect.

This Amendment 182 shall be effective as of the date signed by CTS.

Approved
State of Washington,
Consolidated Technology Services

Mark Quimby  Assistant Director

Print or Type Name, Title
Date: 10-25-17

Approved
CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries

Jacob Darfler

Print or Type Name, Title
Date: 10/24/2017

N317586
State of Washington
Consolidated Technology Services
T11-PCH-529
Amendment 182
Amendment 183
for
Contract Number T11-PCH-529
for
Secondary Transport Ethernet Services

In accordance with Provision 41 (Authority for Modifications and Amendments) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 183 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Vendor").

The purpose of this Amendment is to terminate the following Ethernet site from Supplemental Work Order (SWO) 24, dated June 30, 2014 (Pramata ID #860987). Now, therefore, the parties agree to amend the Supplemental Work Order 24 to terminate the following:

<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>Taxes</th>
<th>VLAN</th>
<th>DMARC</th>
<th>Trunk Circuit</th>
</tr>
</thead>
<tbody>
<tr>
<td>DOCAUB1</td>
<td>420 E Main St</td>
<td>Auburn</td>
<td>Olympia</td>
<td>100</td>
<td>$700.00</td>
<td>$70.00</td>
<td>$50.00</td>
<td>$1,954.80</td>
<td>SWO 13</td>
</tr>
</tbody>
</table>

All other provisions of Contract T11-PCH-529, as previously amended, and SWO 24, as previously amended, shall remain in full force and effect.

This Amendment 183 shall be effective as of the date signed by CTS.

Approved
State of Washington,
Consolidated Technology Services

Approved
CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries

Mark Quimby  Assistant Director
Print or Type Name, Title

4/5/18
Date:

Stephen Arneson
DocuSign Envelope ID: 43060C6A-36C3-47CD-88B9-11B3D666C9
Signature

4/4/2018
Date:
Amendment 184
for
Contract Number T11-PCH-529
for
Secondary Transport Ethernet Services

In accordance with Provision 41 (Authority for Modifications and Amendments) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 184 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Vendor").

The purpose of this Amendment is to terminate the following Ethernet site from Site Agreement Contract #12-34, dated July 24, 2012 (Pramata ID #569826). Now, therefore, the parties agree to amend the Site Agreement Contract #12-34 to terminate the following:

<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>USOC</th>
<th>MRC</th>
<th>NRC</th>
</tr>
</thead>
<tbody>
<tr>
<td>ECYBELL</td>
<td>1440 10th St</td>
<td>Bellingham</td>
<td>Olympia</td>
<td>10</td>
<td>NoaNet</td>
<td>$1,000.00</td>
<td>$250.00</td>
</tr>
</tbody>
</table>

All other provisions of Contract T11-PCH-529, as previously amended, and Site Agreement Contract #12-34, as previously amended, shall remain in full force and effect.

This Amendment 184 shall be effective as of the date signed by CTS.

Approved
State of Washington,
Consolidated Technology Services

[Signature]
Mark Quimby, Assistant Director
Print or Type Name, Title
Date: 4/16/18

Approved
CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries

[Signature]
Stephen Arneson, Manager - Offer Management
Print or Type Name, Title
Date: 4/12/2018

N896019
State of Washington
Consolidated Technology Services

T11-PCH-529
Amendment 184