

This Optical Wavelength Service ("Service") Agreement ("Agreement") is between Qwest Corporation d/b/a CenturyLink QC ("CenturyLink") and CITY OF SANTA FE ("Customer") and is effective on the date CenturyLink signs it ("Effective Date").

### Tariff

Service will be governed by: (a) the Tariff applicable to Service; and (b) to the extent a comparable Tariff term or condition does not apply to Service, the terms and conditions set forth in this Agreement. "Tariff" includes as applicable: CenturyLink state tariffs, price lists, price schedules, administrative guidelines, catalogs, and rate and term schedules incorporated by this reference and posted at <http://www.centurylink.com/tariffs>. Service is subject to technical publication 77412 located at <http://qwest.centurylink.com/techpub/> ("Tech Pub").

## 1. Scope.

**1.1** Optical Wavelength Service is a high-speed, high-capacity, multi-protocol, fiber-optic data transport service (the "Service") that utilizes Dense Wave Division Multiplexing technology with proactive network monitoring. Service is bit rate and protocol independent, thus enabling the Service to support multiple customer protocols and applications on a single platform. Optical Wavelength Service supports industry-standard protocols such as SONET, Ethernet, and Storage Area Network ("SAN") on a circuit-by-circuit basis.

**1.2** CenturyLink will provide, install, maintain, repair, operate, and have sole access to the equipment necessary for Service. Subject to special construction, CenturyLink will pay the cost of purchasing and installing all fiber and equipment necessary for Service; but non-reusable or non-recoverable costs (as determined by CenturyLink) will be at an additional charge to Customer. Customer will be notified in writing of any such charges before purchasing the Service. Fiber and equipment required for the installation and maintenance of the Service will remain the sole and exclusive property of CenturyLink or its assignee, and nothing contained in this Agreement will give or convey to Customer any right, title, or interest whatsoever in such fiber and equipment, except as explicitly provided. Such fiber and equipment is and will remain personal property, notwithstanding that it may be, or become, attached to or embedded in realty.

**1.3** CenturyLink will monitor and manage the Service 24 hours a day, 365 days a year.

**2. Changes.** CenturyLink will provide the following types of changes to Service or additions of new Service under the terms and conditions of the Tariff and this Agreement if the Service is available at the speed and location requested:

**2.1 Additions of new Service.** Additional Optical Wavelength Service circuits will be handled on an Optical Wavelength Service pricing attachment added under this Agreement via amendment. Customer agrees to pay all applicable charges related to the addition of Service, including MRCs and NRCs in effect on the installation date of the additional Service and special construction charges.

**2.2 Moves.** Customer may move an individual Optical Wavelength Service circuit or multiple Optical Wavelength Service circuits within the CenturyLink 14-state local service area. A move involves a change in the physical location of the point of termination at Customer's premises or the physical location of Customer's premises. In the event of a move of a Customer premises, a new Service Term for the moved Service will apply. Termination Charges may apply on the original Service if Customer does not qualify for the Waiver Policy as outlined in the Agreement. Customer agrees to pay all then-current MRCs, NRCs, and any special construction charges related to the moved Service. Moves will be handled on a pricing attachment added under this Agreement via amendment. Customer requests for a physical move of Service to a location within the same building as the existing Service will be charged a fee equal to one half the applicable NRC charge and will be subject to the existing Service Term.

**2.3 Upgrades.** Customer may upgrade an individual Optical Wavelength Service circuit or multiple Optical Wavelength Service circuits to a higher bandwidth capacity. In such event, a new Service Term for the upgraded Service will apply. Termination Charges may apply on the original Service if Customer does not qualify for the Waiver Policy as outlined in the Agreement. All then-current MRCs, NRCs, and any Construction charges related to the new Service will apply. Upgrades will be handled on a pricing attachment added under this Agreement via amendment.

## 3. Filing Concurrence and Jurisdictional Guidelines.

**3.1 Filing Concurrence.** CenturyLink may be required to submit this Agreement for a particular Service and any subsequent addenda for Service to certain regulatory agencies for approval because the rates in the Agreement are being offered on an individual case basis ("ICB"). Although the general terms and conditions of this Agreement are effective on the Effective Date, those service-specific rates, terms, and conditions that require filing with or approval by regulatory agencies ("ICB Terms") will not become effective for a given jurisdiction until the filing and approval requirements for that jurisdiction are fulfilled. Service will be offered in accordance with the applicable Tariff until the ICB Terms become effective. If Customer receives reduced pricing under the Agreement and a regulatory agency later invalidates the ICB Terms after they had become effective, Customer will pay to CenturyLink any difference in the amounts listed in the applicable Tariff for the Service and the amounts Customer was charged for the Service. In the event a regulatory agency does not approve the Agreement, the parties will enter into good faith negotiations to mutually resolve the failure to receive the necessary approval. The Agreement for a particular Service remains in full force and effect for Service in all other jurisdictions.

**3.2 Jurisdictional Guidelines.** Customer understands that Service is an intrastate telecommunications service, as defined by Federal Communications Commission regulations and represents while using the Service, less than 10% of its usage will be interstate usage. If Customer should use this Service for any other purpose, or if interstate usage exceeds 10%, it is Customer's responsibility to immediately notify CenturyLink of such use and to place an order for appropriate service.

**CENTURYLINK OPTICAL WAVELENGTH SERVICE AGREEMENT**  
**Intrastate**

**4. Service Level Agreement.** Service is subject to the Optical Wavelength service level agreement ("SLA") located at [qwest.centurylink.com/legal/sla.html](http://qwest.centurylink.com/legal/sla.html), which is subject to change. For Customer's claims related to Service deficiencies, interruptions or failures, Customer's exclusive remedies are limited to those remedies set forth in the SLA.

**5. Service/Maintenance.** CenturyLink may from time to time suspend Service for routine maintenance or rearrangement of facilities or equipment. CenturyLink will give advance notification of any such suspension of Service. Such suspension of Service is not considered an out-of-service condition unless Service is not restored by the end of the period specified in the notification.

**6. Service Term; Termination.**

**6.1 Service Term.** Each Optical Wavelength Service circuit ordered, including moves, upgrades, and renewals, will have its own "Service Term" as indicated on a pricing attachment. Both Parties agree to begin discussions regarding the renewal or discontinuation of Service 90 days before expiration of a Service Term. If the parties do not reach agreement by expiration of a Service Term, Service will continue on a month-to-month basis under the terms of this Agreement and revert to CenturyLink's then-current month-to-month rates.

**6.2 Termination.** Either party may terminate Service and/or this Agreement in accordance with the applicable Tariff or for Cause. "Cause" means the failure of a party to perform a material obligation under this Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default (unless a different notice period is specified in the Tariff); or (b) for any other material breach, within 30 days of written notice (unless a different notice period is specified in the Tariff or this Agreement). Upon termination of a Service, Customer will remain liable for charges accrued but unpaid as of the termination date. If a Service is terminated by Customer other than for Cause, or by CenturyLink for Cause, before the conclusion of its Service Term, Customer will pay a "Termination Charge" equal to: (a) 100% of the balance of the MRCs that otherwise would have become due for the unexpired portion of the first 12 months of the Service Term if any, plus (b) 70% of the balance of the MRCs that otherwise would have become due for the unexpired portion, if any, of the Service Term beyond the first 12 months. Service will no longer be subject to a Termination Charge once it goes month-to-month after the completion of the Service Term.

**6.3**

**7. Charges and Billing.**

**7.1** Customer must pay CenturyLink all charges indicated on the pricing attachment by the payment due date on the invoice. Any amount not paid when due is subject to late interest specified by the Tariff, or if there is no such late interest specified in the Tariff, the amount due will be subject to late interest at the lesser of 1.5% per month or the maximum rate allowed by law. In addition to payment of charges for Service, Customer must also pay CenturyLink any applicable Taxes assessed in connection with Service. "Taxes" means federal, state, and local excise, gross receipts, sales, use, privilege, or other tax (other than net income) now or in the future imposed by any governmental entity (whether such Taxes are assessed by a governmental authority directly upon CenturyLink or Customer) attributable or measured by the sale price or transaction amount, or surcharges, fees, and other similar charges that are required or permitted to be assessed on Customer. These charges may include state and federal Carrier Universal Service Charges, as well as charges related to E911, and Telephone Relay Service. Taxes may vary and are subject to change. Customer may access its invoices and choose paperless invoices online through CenturyLink Control Center located at [controlcenter.centurylink.com](http://controlcenter.centurylink.com). If Customer does not choose paperless invoices through Control Center, CenturyLink may in its discretion assess a \$15 MRC for each full paper invoice provided to Customer or a \$2 MRC for each summary/remit only (where available) paper invoice provided to Customer. Those charges will not apply to an invoice that is not available through Control Center. Customer's payments to CenturyLink must be in the form of electronic funds transfer (via wire transfer or ACH), cash payments (via previously-approved CenturyLink processes only), or paper check. CenturyLink reserves the right to charge administrative fees when Customer's payment preferences deviate from CenturyLink's standard practices.

**7.2** Customer must pay the charges for Service referenced in this Agreement. CenturyLink will protect a Service's MRC from any CenturyLink-initiated price increases during that Service's Service Term; provided, however any rate increases directed or mandated by a regulatory body with proper authority will increase the MRCs or NRCs pursuant to the applicable order.

**7.3 Order Acceptance and Cancellation.** CenturyLink and Customer will determine a mutually agreeable date for Service to be available for use. Customer's acceptance of Service will be subject to the terms in the applicable Tariff. If the order for Service is canceled (a) at Customer's request; or (b) by CenturyLink due to Customer's failure to accept Service, Customer will be subject to cancellation charges in the applicable Tariff.

**8. Confidentiality.** Neither party will, without the prior written consent of the other party: (a) disclose any of the terms of this Agreement; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, this Agreement) the Confidential Information of the other party. "Confidential Information" means any information that is not generally available to the public, whether of a technical, business, or other nature, and that: (a) the receiving party knows or has reason to know is confidential, proprietary, or trade secret information of the disclosing party; or (b) is of such a nature that the receiving party should reasonably understand that the disclosing party desires to protect the information from disclosure. Confidential Information will not include information that is in the public domain through no breach of this Agreement by the receiving party or is already known or is independently developed by the receiving party. Each party will use reasonable efforts to protect the other's Confidential Information, and will use at least the same efforts to protect such Confidential Information as the party would use to protect its own. CenturyLink's consent may only be given by its Legal Department. A party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under this Agreement.

**CENTURYLINK OPTICAL WAVELENGTH SERVICE AGREEMENT**  
**Intrastate**

**9. Use of Name and Marks.** Neither party will use the name or marks of the other party or any of its Affiliates for any purpose without the other party's prior written consent. CenturyLink's consent may only be given by its Legal Department. "Affiliate" means any entity controlled by, controlling, or under common control with a party.

**10. Disclaimer of Warranties.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, SERVICE IS PROVIDED "AS IS." CENTURYLINK DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

**11. Limitations of Liability.** The remedies and limitations of liability for any claims arising between the parties are set forth below.

**11.1 Consequential Damages.** NEITHER PARTY OR ITS AFFILIATES, AGENTS, OR CONTRACTORS IS LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OR FOR ANY LOST PROFITS, LOST REVENUES, LOST DATA, LOST BUSINESS OPPORTUNITY, OR COSTS OF COVER. THESE LIMITATIONS APPLY REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED AND REGARDLESS OF FORESEEABILITY.

**11.2 Claims Related to Service.** For Service related claims by Customer, Customer's exclusive remedies are limited to the SLA.

**11.3 Personal Injury; Death; Property Damages.** For claims arising out of personal injury or death to a party's employee, or damage to a party's real or personal property, that are caused by the other party's negligence or willful misconduct in the performance of this Agreement, each party's liability is limited to proven direct damages.

**12. Miscellaneous.**

**12.1 General.** This Agreement's benefits do not extend to any third party (e.g., an End User). "End User" means Customer's members, end users, customers, or any other third parties who use or access Service or the CenturyLink network via Service. If any term of this Agreement is held unenforceable, the remaining terms will remain in effect. Neither party's failure to exercise any right or to insist upon strict performance of any provision of this Agreement is a waiver of any right under this Agreement. The terms and conditions of this Agreement regarding confidentiality, limitation of liability, warranties, payment, dispute resolution, and all other terms of this Agreement that should by their nature survive the termination of this Agreement will survive. Each party is not responsible for any delay or other failure to perform due to a Force Majeure Event. "Force Majeure Event" means an unforeseeable event beyond the reasonable control of that party, including without limitation: act of God, fire, explosion, lightning, hurricane, labor dispute, cable cuts by third parties, acts of terror, material shortages or unavailability, government laws or regulations, war or civil disorder, or failures of suppliers of goods and services. Customer may not assign this Agreement or any of its rights or obligations under this Agreement without the prior written consent of CenturyLink, which consent will not be unreasonably withheld. Customer may not assign to a reseller or a telecommunications carrier under any circumstances and Customer represents that it will not resell Service.

**12.2 Conflicts Provision.** If a conflict exists among provisions within this Agreement, the following order of precedence will apply in descending order of control: Tariff, this Agreement, the Tech Pub and CenturyLink records.

**12.3 Independent Contractor.** CenturyLink provides Service as an independent contractor. This Agreement will not create an employer-employee relationship, association, joint venture, partnership, or other form of legal entity or business enterprise between the parties, their agents, employees or affiliates.

**12.4 ARRA.** Customer will not pay for Service with funds obtained through the American Recovery and Reinvestment Act or other similar stimulus grants or loans that would obligate CenturyLink to provide certain information or perform certain functions unless each of those obligations are explicitly identified and agreed to by the parties in this Agreement or in an amendment to this Agreement.

**12.5 HIPAA.** CenturyLink Communications, LLC does not require or intend to access Customer data in its performance hereunder, including but not limited to any confidential health related information of Customer's clients, which may include group health plans, that constitutes Protected Health Information ("PHI"), as defined in 45 C.F.R. §160.103 under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Rules"). To the extent that any exposure to PHI is incidental to CenturyLink's provision of Service and not meant for the purpose of accessing, managing the PHI or creating or manipulating the PHI, such exposure is allowable under 45 CFR 164.502(a)(1)(iii).

**12.6 Credit Approval.** Provision of Service is subject to CenturyLink's credit approval of Customer. As part of the credit approval process, CenturyLink may require Customer to provide a deposit or other security. Additionally, if Customer's financial circumstance or payment history becomes reasonably unacceptable to CenturyLink, CenturyLink may require adequate assurance of future payment as a condition of continuing CenturyLink's provision of Service. Customer's failure to provide adequate assurances required by CenturyLink is a material breach of this Agreement. CenturyLink may provide Customer's payment history or other billing/charge information to credit reporting agencies or industry clearinghouses.

**12.7 Governing Law; Dispute Resolution.**

**(a) Governing Law; Forum.** New Mexico state law, without regard to choice-of-law principles, governs all matters relating to this Agreement, except with regard to matters which are within the exclusive jurisdiction of the state or federal regulatory agency. Any legal proceeding relating to this Agreement will be brought in a U.S. District Court, or absent federal jurisdiction, in a state court of competent jurisdiction, in Santa Fe, New Mexico. This provision is not intended to deprive a small claims court or state agency of lawful jurisdiction that would otherwise exist over a claim or controversy between the parties. Each party will comply with all applicable laws, rules and regulations associated respectively with CenturyLink's delivery or Customer's use of the Service under the Agreement.

**(b) Limitations Period.** Any claim relating to this Agreement must be brought within two years after the claim arises.

**CENTURYLINK OPTICAL WAVELENGTH SERVICE AGREEMENT**  
**Intrastate**

**12.8 No Resale; Compliance.** Customer represents that it is not a reseller of any telecommunication services provided under this Agreement as described in the Telecommunications Act of 1996, as amended, or applicable state law and acknowledges it is not entitled to any reseller discounts under any laws. Customer's use of Service must comply with all applicable laws.

**12.9 Amendments; Changes.** This Agreement may be amended only in a writing signed by both parties' authorized representatives. Each party may, at any time, reject any handwritten change or other alteration to this Agreement. CenturyLink may amend, change, or withdraw the Tariffs, with such updated Tariffs effective upon posting or upon fulfillment of any necessary regulatory requirements.

**12.10 Notices.** All notices must be in writing. Notices are deemed given if sent to the addressee specified for a party either: (a) by registered or certified U.S. mail, return receipt requested, postage prepaid, three days after such mailing; or (b) by national overnight courier service, next business day; or (c) by facsimile when delivered if duplicate notice is also sent by regular U.S. Mail.

**(a) Service Notices.** All Customer notices for Service disconnect and termination must be sent via e mail to: CenturyLink, Attn.: BusinessDisconnects@centurylink.com and must contain the account name, account number, identification of the Service(s), and Service address(es). Such disconnect and termination is effective 30 days after CenturyLink's receipt of the notice. All Customer notices for Service non-renewal and other routine operational notices will be provided to its CenturyLink sales representative. Failure to provide disconnect, termination and non-renewal notices in accordance with the terms of this Agreement may result in continued charges, and CenturyLink will not credit charges for such noncompliance.

**(b) Legal Notice.** All legal notices required to be given under the Agreement will be in writing and provided to CenturyLink at: 931 14th St., #900, Denver, CO 80202; Fax: 888-778-0054; Attn.: Legal Dept., and to Customer as provided in the Agreement or in its absence, to Customer's address reflected in CenturyLink's records Attn. General Counsel.

**12.11 Termination**

This Agreement may be terminated by the Customer upon 60 days written notice to CenturyLink.

**12.12 Indemnification**

CenturyLink shall indemnify, hold harmless and defend the Customer from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from CenturyLink's performance under this Agreement as well as the performance of CenturyLink's employees, agents, representatives and subcontractors.

**12.13 New Mexico Tort Claims Act**

Any liability incurred by the Customer in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The Customer and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability they may have pursuant to applicable law.

**12.14 Non-Appropriations.** Customer intends to continue this Agreement for its entire Term and to satisfy its obligations hereunder. For each fiscal period for Customer: (a) Customer agrees to include in its budget request appropriations sufficient to cover Customer's obligations under this Agreement; (b) Customer agrees to use all reasonable and lawful means to secure these appropriations; (c) Customer agrees it will not use non-appropriations as a means of terminating this Agreement in order to acquire functionally equivalent products or services from a third party. Customer reasonably believes that sufficient funds to discharge its obligations can and will lawfully be appropriated and made available for this purpose. In the event that Customer is appropriated insufficient funds, by appropriation, appropriation limitation or grant, to continue payments under this Agreement and has no other funding source lawfully available to it for such purpose (as evidenced by notarized documents provided by Customer and agreed to by CenturyLink), Customer may terminate this Agreement without incurring any termination charges by giving CenturyLink not less than 30 days' prior written notice. Upon termination and to the extent of lawfully available funds, Customer will remit all amounts due and all costs reasonably incurred by CenturyLink through the date of termination.

**12.15 Third Party Beneficiaries**

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the Customer and CenturyLink. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

**12.16 Conflict of Interest**

CenturyLink warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. CenturyLink further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

**12.17 Assignment; Subcontractor**

CenturyLink shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the Customer. CenturyLink shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Customer.

**12.18 Release**

**CENTURYLINK OPTICAL WAVELENGTH SERVICE AGREEMENT**  
**Intrastate**

CenturyLink, upon acceptance of final payment of the amount due under this Agreement, releases the Customer, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. CenturyLink agrees not to purport to bind the Customer to any obligation not assumed herein by the Customer unless CenturyLink has express written authority to do so, and then only within the strict limits of that authority.

**12.19 Insurance**

A. CenturyLink, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a commercially available form and with an insurance company with minimum AM Best's rating of A-VII, with limits of coverage in the maximum amount which the Customer could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the Customer is included as an additional insured. The Customer will be notified by CenturyLink no less than 30 days in advance of cancellation for any reason. CenturyLink shall furnish the Customer with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. CenturyLink shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for CenturyLink's employees throughout the term of this Agreement. CenturyLink shall provide the Customer with evidence of its compliance with such requirement.

C. CenturyLink shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. CenturyLink shall furnish the Customer with proof of insurance of CenturyLink's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

**12.20 Records and Audit**

CenturyLink shall maintain reasonably comprehensive books and records of the Services performed to the extent necessary to substantiate the fees charged to Customer under the Agreement. Such books and records will be retained by CenturyLink for a period of at least two (2) years, or longer if required by applicable law, from and after the completion of such Services. Once each calendar year, upon at least thirty (30) days written notice from Customer, CenturyLink shall provide Customer and Customer's agents (including any third party auditor(s) designated by Customer) which have entered into a mutually agreeable non-disclosure agreement and agree to comply with rules for the facility, which will be provided to Customer or its auditor(s) as applicable in advance, at Customer's expense, with access during normal business days and hours to such books and records and documentation which support charges billed to Customer as may be reasonably requested by Customer that cover any period not to exceed 2 years from the date of the audit to determine that fees charged are accurate and in accordance with the Agreement.

**12.21 Applicable Law; Choice of Law; Venue**

CenturyLink shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the Customer. In any action, suit or legal dispute arising from this Agreement, CenturyLink agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

**12.22 Amendment**

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

**12.23 Non-Discrimination**

During the term of this Agreement, CenturyLink shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by CenturyLink hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

**12.24 Severability**


In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

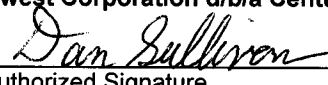
**12.25 Entire Agreement.** This Agreement (including all referenced documents) constitutes the entire agreement between the parties and supersedes all prior oral or written agreements or understandings relating to the same service or circuits at the same locations as covered under this Agreement. Using CenturyLink's electronic signature process for this Agreement is acceptable.

CENTURYLINK OPTICAL WAVELENGTH SERVICE AGREEMENT  
Intrastate

CITY OF SANTA FE

Qwest Corporation d/b/a CenturyLink QC

  
Authorized Signature

  
Authorized Signature

Alan Webber  
Name Typed or Printed

Dan Sullivan on behalf of Susan Baker  
Name Typed or Printed

Mayor  
Title

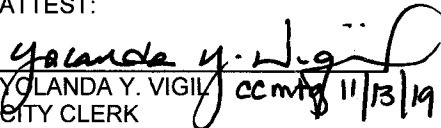
Lead SLED Relationship Manager  
Title

11/20/19  
Date


8-14-2019  
Date

Address for Notices:

ATTEST:

  
YOLANDA Y. VIGIL  
CITY CLERK

APPROVED AS TO FORM:

 8/15/19  
ERIN MCSHERRY, CITY ATTORNEY  
APPROVED:

  
MARY MCCOY, FINANCE DIRECTOR *tu*  
6203650.514100

Business Unit Line Item

**FOR CENTURYLINK INTERNAL USE ONLY**

**FUNDING CONCURRENCE REQUIRED PRIOR TO EXECUTION FOR NEW  
SERVICE (NOT REQUIRED FOR RENEWALS)**

AQCB Quote No.

Date Concurred:

**CENTURYLINK OPTICAL WAVELENGTH SERVICE AGREEMENT**

Intrastate

**PRICING ATTACHMENT  
CITY OF SANTA FE**

**AQCB Contract Number** insert the Sold number from AQCB  
Billing Number insert Billing Number

Service expires 48 months from the start of service date as evidenced by CenturyLink records ("Service Term"). When Customer is renewing a Service Pricing Attachment with no Service changes, the start of a new Service Term, identified in this paragraph, is the sole entry that needs to be completed. When Customer is changing Service under an amended Service Pricing Attachment, the AQCB Contract Number needs to be completed.

**Optical Wavelength Service Elements and Charges.** Two circuit configuration options: (1) Point-to-Point with 2 Optical Channels and possible Transport Channel Mileage; and/or (2) CO Termination with 1 Optical Channel, 1 Central Office Termination and possible Transport Channel Mileage.

**Service Ordered.** Customer orders and QC will supply Service as follows:

Circuit Type	Service Element	Quantity (# of rate elements / miles)	Originating Location (address, city, state)	Terminating Location (address, city, state)	Design Type	MRC Per Circuit	Total MRC	MRC Per Circuit	Total MRC
10 G LAN PHY	Optical Channel	2 / 112	400 Tijeras Ave NW Albuquerque, NM 87102	200 Lincoln Ave Santa Fe, NM 87501	Unprotected	\$1,750.00	\$3,500.00	\$500.00	\$1,000.00
						12 Month Total	\$42,000.00		
						48 Month Total	\$168,000.00		

# **CENTURYLINK OPTICAL WAVELENGTH SERVICE AGREEMENT**

Intrastate

## **PRICING ATTACHMENT** **CITY OF SANTA FE**

**AQCB Contract Number** insert the Sold number from AQCB  
Billing Number insert Billing Number

Service expires 48 months from the start of service date as evidenced by CenturyLink records ("Service Term"). When Customer is renewing a Service Pricing Attachment with no Service changes, the start of a new Service Term, identified in this paragraph, is the sole entry that needs to be completed. When Customer is changing Service under an amended Service Pricing Attachment, the AQCB Contract Number needs to be completed.

**Optical Wavelength Service Elements and Charges.** Two circuit configuration options: (1) Point-to-Point with 2 Optical Channels and possible Transport Channel Mileage; and/or (2) CO Termination with 1 Optical Channel, 1 Central Office Termination and possible Transport Channel Mileage.

**Service Ordered.** Customer orders and QC will supply Service as follows:

Circuit Type	Service Element	Quantity (# of rate elements / miles)	Originating Location (address, city, state)	Terminating Location (address, city, state)	Design Type	MRC Per Circuit	Total MRC	NRC Per Circuit	Total NRC
10 G LAN PHY	Optical Channel	2 / 112	400 Tijeras Ave NW Albuquerque, NM 87102	200 Lincoln Ave Santa Fe, NM 87501	Unprotected	\$1,750.00	\$3,500.00	\$500.00	\$1,000.00
						12 Month Total	\$42,000.00		
						48 Month Total	\$168,000.00		