

ATTACHMENT 3

General Agreement: _____

CENTURYLINK RIGHT OF WAY ACCESS, POLE ATTACHMENT AND/OR INNERDUCT OCCUPANCY GENERAL TERMS AND CONDITIONS

This is an Agreement between _____ (“WSP”) and Qwest Corporation dba CenturyLink QC (“CenturyLink”), for one or more Orders for the WSP to obtain access to CenturyLink’s Right-of-Way (“ROW”) and/or to install/attach and maintain their communications facilities (“Facilities”) to CenturyLink’s Poles and/or placement of Facilities on or within CenturyLink’s Innerduct (collectively “Poles/Innerduct”) described in the General Information and WSP Map, which are incorporated herein by this reference (singularly “Order” or collectively, “Orders”). If there is no other effective agreement (*i.e.*, an Interconnection Agreement) between WSP and CenturyLink concerning access to Poles, Ducts and ROW, then this Agreement/Attachment 3 must be executed by both parties in order to start the Inquiry Review and in order for WSP to obtain access to Poles, Ducts and/or ROW.

1. SCOPE.

1.1 Subject to the provisions of this Agreement, CenturyLink agrees to issue to WSP for any lawful telecommunications purpose, (a) one or more nonexclusive, revocable Orders authorizing WSP to attach, maintain, rearrange, transfer, and remove at its sole expense its Facilities on Poles/Innerduct owned or controlled by CenturyLink, and/or (b) access to CenturyLink’s ROW to the extent that (i) such ROW exists, and (ii) CenturyLink has the right to grant access to the WSP. Any and all rights granted to WSP shall be subject to and subordinate to any future local, state and/or federal requirements, and in the case of ROW, to the original document granting the ROW to CenturyLink or its predecessors.

1.2 Except as expressly provided herein, nothing in this Agreement shall be construed to require or compel CenturyLink to construct, install, modify, or place any Poles/Innerduct or other facility for use by WSP or to obtain any ROW for WSP’s use.

1.3 CenturyLink agrees to provide access to ROW/Poles/Innerduct in accordance with the applicable local, state or federal law, rule, or regulation, incorporated herein by this reference, which governs this Agreement in the state in which Poles/Innerduct is provided.

2. TERM. Any Order issued under this Agreement for Pole attachments or Innerduct occupancy shall continue in effect for the term specified in the Order. Any access to ROW shall be non-exclusive and perpetual, subject to the terms and conditions of the Access Agreement (as hereinafter defined) and the original instrument granting the ROW to CenturyLink. This Agreement shall continue during such time WSP is providing Poles/Innerduct attachments under any Order to this Agreement.

3. TERMINATION WITHOUT CAUSE.

3.1 To the extent permitted by law, either party may terminate this Agreement (which will have the effect of terminating all Orders hereunder), or any individual Order(s) hereunder, without cause, by providing notice of such termination in writing and by certified Mail to the

other party. The written notice for termination without cause shall be dated as of the day it is mailed and shall be effective no sooner than one hundred twenty (120) calendar days from the date of such notice.

3.2. Termination of this Agreement or any Order hereunder does not release either party from any liability under this Agreement that may have accrued or that arises out of any claim that may have been accruing at the time of termination, including indemnity, warranties, and confidential information.

3.3 If CenturyLink terminates this Agreement for Cause, or if WSP terminates this Agreement without Cause, WSP shall pay termination charges equal to the amount of fees and charges remaining on the terminated Order(s) and shall remove its Facilities from the Poles/Innerduct within sixty (60) days, or cause CenturyLink to remove its Facilities from the Poles/Innerduct at WSP's expense; provided, however, that WSP shall be liable for and pay all fees and charges provided for in this Agreement to CenturyLink until WSP's Facilities are physically removed. Notwithstanding anything herein to the contrary, upon the termination of this Agreement for any reason whatsoever, all Orders hereunder shall simultaneously terminate.

3.4 If this Agreement or any Order is terminated for reasons other than Cause, then WSP shall remove its Facilities from Poles/Innerduct within one hundred and eighty (180) days from the date of termination; provided, however, that WSP shall be liable for and pay all fees and charges provided for in this Agreement to CenturyLink until WSP's Facilities are physically removed.

3.5 CenturyLink may abandon or sell any Poles/Innerduct at any time by giving written notice to the WSP. Upon abandonment of Poles/Innerduct, and with the concurrence of the other WSP(s), if necessary, WSP shall, within sixty (60) days of such notice, either apply for usage with the new owner or purchase the Poles/Innerduct from CenturyLink, or remove its Facilities therefrom. Failure to remove its Facilities within sixty (60) days shall be deemed an election to purchase the Poles/Innerduct at the current market value.

4. CHARGES AND BILLING.

4.1. WSP agrees to pay CenturyLink Poles/Innerduct usage fees ("Fees") as specified in the Order. Fees will be computed in compliance with applicable local, state and Federal law, regulations and guidelines. Such Fees will be assessed, in advance on an annual basis. Annual Fees will be assessed as of January 1st of each year. Fees are not refundable except as expressly provided herein. WSP shall pay all applicable Fees and charges specified herein within thirty (30) days from receipt of invoice. Any outstanding invoice will be subject to applicable finance charges.

4.2. CenturyLink has the right to revise Fees, at its sole discretion, upon written notice to WSP within at least sixty (60) days prior to the end of any annual billing period.

5. INSURANCE. The WSP shall obtain and maintain at its own cost and expense the following insurance during the life of the Contract:

5.1. Workers' Compensation and/or Longshoremen's and Harbor Workers Compensation insurance with (1) statutory limits of coverage for all employees as required by statute; and (2) although not required by statute, coverage for any employee on the job site; and (3) Stop Gap

liability or employer's liability insurance with a limit of One Hundred Thousand Dollars (\$100,000.00) for each accident.

5.2 General liability insurance providing coverage for underground hazard coverage (commonly referred to as "U" coverage), products/completed operations, premises operations, independent contractor's protection (required if contractor subcontracts the work), broad form property damage and contractual liability with respect to liability assumed by the WSP hereunder. This insurance shall also include: (1) explosion hazard coverage (commonly referred to as "X" coverage) if the work involves blasting and (2) collapse hazard coverage (commonly referred to as "C" coverage) if the work may cause structural damage due to excavation, burrowing, tunneling, caisson work, or under-pinning. The limits of liability for this coverage shall be not less than One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury or property damage. These limits of liability can be obtained through any combination of primary and excess or umbrella liability insurance.

5.3 Comprehensive automobile liability insurance covering the use and maintenance of owned, non-owned and hired vehicles. The limits of liability for this coverage shall be not less than One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury or property damage. These limits of liability can be obtained through any combination of primary and excess or umbrella liability insurance.

5.4 CenturyLink may require the WSP from time-to-time during the life of the Contract to obtain additional insurance with coverage or limits in addition to those described above. However, the additional premium costs of any such additional insurance required by CenturyLink shall be borne by CenturyLink, and the WSP shall arrange to have such costs billed separately and directly to CenturyLink by the insuring carrier(s). CenturyLink shall be authorized by the WSP to confer directly with the agent(s) of the insuring carrier(s) concerning the extent and limits of the WSP's insurance coverage in order to assure the sufficiency thereof for purposes of the work performable under the Contract and to assure that such coverage as a whole with respect to the work performable are coordinated from the standpoint of adequate coverage at the least total premium costs.

5.5 The insuring carrier(s) and the form of the insurance policies shall be subject to approval by CenturyLink. The WSP shall forward to CenturyLink, certificates of such insurance issued by the insuring carrier(s). The insuring carrier(s) may use the ACORD form, which is the Insurance Industries certificate of insurance form. The insurance certificates shall provide that: (1) CenturyLink is named as an additional insured; (2) thirty (30) calendar days prior written notice of cancellation of, or material change or exclusions in, the policy to which the certificates relate shall be given to CenturyLink; (3) certification that underground hazard coverage (commonly referred to as "U" coverage) is part of the coverage; and (4) the words "pertains to all operations and projects performed on behalf of the certificate holder" are included in the description portion of the certificate. The WSP shall not commence work hereunder until the obligations of the WSP with respect to insurance have been fulfilled. The fulfillment of such obligations shall not relieve the WSP of any liability hereunder or in any way modify the WSP's obligations to indemnify CenturyLink.

5.6 Whenever any work is performed requiring the excavation of soil or use of heavy machinery within fifty (50) feet of railroad tracks or upon railroad right-of-way, a Railroad Protective Liability Insurance policy will be required. Such policy shall be issued in the name of the Railroad with standard limits of Two Million Dollars (\$2,000,000.00) per occurrence combined single limit for bodily injury, property damage or physical damage to property with an

aggregate limit of Six Million Dollars (\$6,000,000.00). In addition, said policy shall name CenturyLink and the WSP/SubWSP on the declarations page with respect to its interest in these specific job. Said insurance policy shall be in form and substance satisfactory both to the CenturyLink and the Railroad and shall be delivered to and approved by both parties prior to the entry upon or use of the Railroad Property.

5.7 Whenever any work must be performed in the Colorado State Highway right-of-way, policies and certificates of insurance shall also name the State of Colorado as an additional insured. Like coverage shall be furnished by or on behalf of any subcontractor. Copies of said certificates must be available on site during the performance of the work.

6. CONSTRUCTION AND MAINTENANCE OF FACILITIES.

6.1 CenturyLink retains the right, in its sole judgment, to determine the availability of space on Poles/Innerduct. When modifications to a CenturyLink spare conduit include the placement of innerduct, CenturyLink retains the right to install the number of innerducts required to occupy the conduit structure to its full capacity. In the event CenturyLink determines that rearrangement of the existing facilities on Poles/Innerduct is required before WSP's Facilities can be accommodated, the cost of such modification will be included in the WSP's nonrecurring charges for the associated Poles/Innerduct Order.

6.2 WSP shall be solely responsible for obtaining the necessary underlying legal authority to occupy Poles/Innerduct on governmental, federal, Native American, and private rights of way, as applicable, and CenturyLink does not warrant or represent that providing WSP with access to the Poles/Innerduct in any way constitutes such legal right. The WSP shall obtain any necessary permits, licenses, bonds, or other legal authority and permission, at the WSP's sole expense, in order to perform its obligations under this Agreement. The WSP shall contact all owners of public and private rights-of-way, as necessary, to obtain written permission required to perform the work prior to entering the property or starting any work thereon and shall provide CenturyLink with written documentation of such legal authority prior to placement of its facilities on or in the Poles/Innerduct. The WSP shall comply with all conditions of rights-of-way and Orders.

6.3 WSP's Facilities shall be placed and maintained in accordance with the requirements and specifications of the current applicable standards of Bellcore Manual of Construction Standards, the National Electrical Code, the National Electrical Safety Code, and the rules and regulations of the Occupational Safety and Health Act, all of which are incorporated herein by reference, and any governing authority having jurisdiction of the subject matter of this Agreement. Where a difference in specifications exists, the more stringent shall apply. Failure to maintain Facilities in accordance with the above requirements shall be Cause as referenced in Section 3 to this Agreement for termination of the Order in question. Termination of more than two (2) Orders in any twelve-month period pursuant to the foregoing sentence shall be Cause as referenced in Section 3 for termination of this Agreement. CenturyLink's procedures governing its standard maintenance practices shall be made available upon request for public inspection at the appropriate CenturyLink premises. WSP's procedures governing its standards maintenance practices for Facilities shall be made available to CenturyLink upon written request. WSP shall within thirty (30) days comply and provide the requested information to CenturyLink to bring their facilities into compliance with these terms and conditions.

6.4. In the event of any service outage affecting both CenturyLink and WSP, repairs shall be effectuated on a priority basis as established by local, state or federal requirements, or where such requirement do not exists, repairs shall be made in the following order: electrical, telephone (local), telephone (long distance), and cable television, or as mutually agreed to by the users of the effected Poles/Innerduct.

6.5 In the event of an infrastructure outage, the WSP should contact their Network Maintenance Center at 1-800-223-7881 or the WSP may contact their Account Manager at the Interconnect Service Center.

7. MODIFICATION TO EXISTING POLES/INNERDUCT.

7.1. If WSP requests CenturyLink to replace or modify existing Poles/Innerduct to increase its strength or capacity for the benefit of the WSP and CenturyLink determines in its sole discretion to provide the requested capacity, the WSP shall pay CenturyLink the total replacement cost, CenturyLink's cost to transfer its attachments, as necessary, and the cost for removal (including destruction fees) of any replaced Poles/Innerduct, if such is necessary. Ownership of new Poles/Innerduct shall vest in CenturyLink. To the extent that a modification is incurred for the benefit of multiple parties, WSP shall pay a proportionate share of the total cost as outlined above, based on the ratio of the amount of new space occupied by the Facilities to the total amount of space occupied by all parties joining the modification. Modifications that occur in order to bring Poles/Innerduct into compliance with applicable safety or other requirements shall be deemed to be for the benefit of the multiple parties and WSP shall be responsible for its pro rata share of the modification cost. Except as set forth herein, WSP shall have no obligation to pay any of the cost of replacement or modification of Poles/Innerduct requested solely by third parties.

7.2 Written notification of modification initiated by or on behalf of CenturyLink shall be provided to WSP at least sixty (60) days prior to beginning modifications if such modifications are not the result of an emergency situation. Such notification shall include a brief description of the nature and scope of the modification. If WSP does not rearrange its facilitates within sixty (60) days after receipt of written notice from CenturyLink requesting such rearrangement, CenturyLink may perform or cause to have performed such rearrangement and WSP shall pay for cost thereof. No such notice shall be required in emergency situations or for routine maintenance of Poles/Innerduct.

8. INSPECTION OF FACILITIES. CenturyLink reserves the right to make final construction, subsequent and periodic inspections of WSP's facilities occupying the Poles/Innerduct system. WSP shall reimburse CenturyLink for the cost of such inspections except as specified in Section 8 hereof.

8.1. WSP shall provide written notice to CenturyLink, at least fifteen (15) days in advance, of the locations where WSP's plant is to be constructed.

8.2. The WSP shall forward Exhibit A, entitled "Pulling In Report" attached hereto and incorporated herein by this reference, to CenturyLink within five (5) business days of the date(s) of the occupancy.

8.3. CenturyLink shall provide written notification to WSP within seven (7) days of the date of completion of a final construction inspection.

8.4. Where final construction inspection by CenturyLink has been completed, WSP shall be obligated to correct non-complying conditions within thirty (30) days of receiving written notice from CenturyLink. In the event the corrections are not completed within the thirty (30)-day period, occupancy authorization for the Poles/Innerduct system where non-complying conditions remain uncorrected shall terminate immediately, regardless of whether WSP has energized the facilities occupying said Poles/Innerduct system, unless CenturyLink has provided WSP a written extension to comply. WSP shall remove its facilities from said Poles/Innerduct in accordance with the provisions set forth in Section 10 of this Agreement. No further occupancy authorization shall be issued to WSP until such non-complying conditions are corrected or until WSP's facilities are removed from the Pole/Conduit system where such non-complying conditions exist. If agreed to in writing, by both parties, CenturyLink shall perform such corrections and WSP shall pay CenturyLink the cost of performing such work. Subsequent inspections to determine if appropriate corrective action has been taken may be made by CenturyLink.

8.5. Once the WSPs facilities occupy CenturyLink Poles/Innerduct system and Exhibit A has been received by CenturyLink, CenturyLink may perform periodic inspections. The cost of such inspections shall be borne by CenturyLink, unless the inspection reveals any violations, hazards, or conditions indicating that WSP has failed to comply with the provisions set forth in this Agreement, in which case the WSP shall reimburse CenturyLink for full costs of inspection, and re-inspection to determine compliance as required. A WSP representative may accompany CenturyLink on field inspections scheduled specifically for the purpose of inspecting WSP's Facilities; however, WSP's costs associated with its participation in such inspections shall be borne by WSP. CenturyLink shall have no obligation to notify WSP, and WSP shall have no right to attend, any routine field inspections.

8.6. The costs of inspections made during construction and/or the final construction survey and subsequent inspection shall be billed to the WSP within thirty (30) days upon completion of the inspection.

8.7. Final construction, subsequent and periodic inspections or the failure to make such inspections, shall not impose any liability of any kind upon CenturyLink, and shall not relieve WSP of any responsibilities, obligations, or liability arising under this Agreement.

9. UNAUTHORIZED FACILITIES

9.1 If any facilities are found attached to Poles/Innerduct for which no Order is in effect, CenturyLink, without prejudice to any other rights or remedies under this Agreement, shall assess an unauthorized attachment administrative fee of Two Hundred Dollars (\$200.00) per attachment per Pole or innerduct run between manholes, and require the WSP to submit in writing, within ten (10) day after receipt of written notification from CenturyLink of the unauthorized occupancy, a Poles/Innerduct application. CenturyLink shall waive the unauthorized attachment fee if the following conditions are both met: (1) WSP cures such unauthorized attachment (by removing it or submitting a valid Order for attachment in the form of Attachment 2 of Exhibit D, within thirty (30) days of written notification from CenturyLink of the unauthorized attachment; and (2) the unauthorized attachment did not require CenturyLink to take curative measures itself (e.g., pulling additional innerduct) prior to the cure by WSP. CenturyLink shall also waive the unauthorized attachment fee if the unauthorized attachment arose due to error by CenturyLink rather than by WSP. If such application is not received by CenturyLink within the specified time period, the WSP will be required to remove its unauthorized facility within ten (10) days of the final date for submitting the required application,

CenturyLink may remove the WSP's facilities without liability, and the cost of such removal shall be borne by the WSP.

9.2 For the purpose of determining the applicable charge, the unauthorized Poles/Innerduct occupancy shall be treated as having existed for a period of five (5) years prior to its discovery, and the charges, as specified in Section 4, shall be due and payable forthwith whether or not WSP is ordered to continue the occupancy of the Poles/Innerduct system.

9.3. No act or failure to act by CenturyLink with regard to an unauthorized occupancy shall be deemed to constitute the authorization of the occupancy; any authorization that may be granted subsequently shall not operate retroactively or constitute a waiver by CenturyLink of any of its rights of privileges under this Agreement or otherwise.

10. REMOVAL OF FACILITIES. Should CenturyLink, under the provisions of this Agreement, remove WSP's Facilities from the Poles/Innerduct covered by any Order (or otherwise), CenturyLink will deliver the Facilities removed upon payment by WSP of the cost of removal, storage and delivery, and all other amounts due CenturyLink. If payment is not received by CenturyLink within thirty (30) days, WSP will be deemed to have abandoned such facilities, and CenturyLink may dispose of said facilities as it determines to be appropriate. If CenturyLink must dispose of said facilities, such action will not relieve WSP of any other financial responsibility associated with such removal as provided herein. If WSP removes its Facilities from Poles/Innerduct for reasons other than repair or maintenance purposes, the WSP shall have no right to replace such facilities on the Poles/Innerduct until such time as all outstanding charges due to CenturyLink for previous occupancy have been paid in full. WSP shall submit Exhibit B, entitled "Notification of Surrender of Modification of Conduit Occupancy License by WSP," or Exhibit C, entitled "Notification of Surrender of Modification of Pole Attachment by WSP," each as attached hereto, advising CenturyLink as to the date on which the removal of Facilities from each Poles/Innerduct has been completed.

11. INDEMNIFICATION AND LIMITATION OF LIABILITIES. WSP shall indemnify and hold harmless CenturyLink, its owners, parents, subsidiaries, affiliates, agents, directors, and employees against any and all liabilities, claims, judgments, losses, orders, awards, damages, costs, fines, penalties, costs of defense, and attorneys' fees ("Liabilities") to the extent they arise from or in connection with: (1) infringement, or alleged infringement, of any patent rights or claims caused, or alleged to have been caused, by the use of any apparatus, appliances, equipment, or parts thereof, furnished, installed or utilized by the WSP; (2) actual or alleged fault or negligence of the WSP, its officers, employees, agents, subcontractors and/or representatives; (3) furnishing, performance, or use of any material supplied by WSP under this Contract or any product liability claims relating to any material supplied by WSP under this Contract; (4) failure of WSP, its officers, employees, agents, subcontractors and/or representatives to comply with any term of this Contract or any applicable local, state, or federal law or regulation, including but not limited to the OSH Act and environmental protection laws; (5) assertions under workers' compensation or similar employee benefit acts by WSP or its employees, agents, subcontractors, or subcontractors' employees or agents; (6) the acts or omissions (other than the gross negligence or willful misconduct) of CenturyLink, its officers, employees, agents, and representatives, except as otherwise provided in paragraphs 11.3 and 11.4 below; and/or, (7) any economic damages that may rise, including damages for delay or other related economic damages that the CenturyLink or third parties may suffer or allegedly suffer as a result of the performance or failure to perform work by the WSP. If both CenturyLink and the WSP are sued as a result of or in connection with the performance of work arising out of this Contract, the parties hereby agree that the defense of the case (including the

costs of the defense and attorneys' fees) shall be the responsibility of the WSP, if CenturyLink desires. CenturyLink shall give the WSP reasonable written notice of all such claims and any suits alleging such claims and shall furnish upon the WSP's request and at the WSP's expense all information and assistance available to the CenturyLink for such defense. The parties shall employ Article 13, Dispute Resolution, to resolve any dispute concerning the proportional fault and liability after the underlying case is terminated.

11.1 IF WORK IS PERFORMED IN THE STATE OF WASHINGTON UNDER THIS GENERAL CONTRACT, THE WSP ACKNOWLEDGES AND AGREES THAT THIS INDEMNIFICATION OBLIGATION SHALL INCLUDE, BUT IS NOT LIMITED TO, ALL CLAIMS AGAINST CENTURYLINK BY AN EMPLOYEE OR FORMER EMPLOYEE OF THE WSP, AND THE WSP EXPRESSLY WAIVES ALL IMMUNITY AND LIMITATION ON LIABILITY UNDER ANY INDUSTRIAL INSURANCE ACT, OTHER WORKERS' COMPENSATION ACT, DISABILITY BENEFIT ACT, OR OTHER EMPLOYEE BENEFIT ACT OF ANY JURISDICTION WHICH WOULD OTHERWISE BE APPLICABLE IN THE CASE OF SUCH A CLAIM.

11.2 Except as expressly provided herein, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, ANY LOSS OF USE, LOSS OF BUSINESS OR LOSS OF PROFIT; provided, however, there shall be no limitation on a party's liability to the other for any fines or penalties imposed on the other party by any court of competent jurisdiction or federal, state or local administrative agency resulting from the failure of the party to comply with any term or condition of this Contract or any valid and applicable law, rule or regulation.

11.3 FOR ANY WORK PERFORMED IN ARIZONA, IDAHO, SOUTH DAKOTA, UTAH OR WASHINGTON, SECTION 11(6) SHALL NOT EXTEND TO THE SOLE NEGLIGENCE OF CENTURYLINK BUT SHALL EXTEND TO THE NEGLIGENCE OF CENTURYLINK WHEN CONCURRENT WITH THAT OF THE WSP.

11.4 FOR ANY WORK PERFORMED IN THE STATES OF MINNESOTA, NEBRASKA, NEW MEXICO, OR OREGON, ARTICLE 11 SHALL NOT APPLY, EXCEPT THAT SECTION 11 SHALL APPLY FOR WORK PERFORMED IN MINNESOTA FOR MAINTENANCE OR REPAIR OF MACHINERY, EQUIPMENT, OR OTHER SUCH DEVICES, USED AS PART OF A MANUFACTURING, COVERING, OR OTHER PRODUCTION PROCESS INDULGING ELECTRIC, GAS, STEAM, AND TELEPHONE UTILITY EQUIPMENT USED FOR PRODUCTION, TRANSMISSION, OR DISTRIBUTION PURPOSES.

12. FORCE MAJEURE

12.1 The WSP shall be excused from its performance as to any Order if prevented by acts or events beyond the WSP's reasonable control including extreme weather conditions, strikes, fires, embargoes, actions of civil or military law enforcement authorities, acts of God, or acts of legislative, judicial, executive, or administrative authorities.

12.2 If such contingency occurs, CenturyLink may elect:

12.2.1 To terminate this Agreement as to the Order in question; or

12.2.2 To terminate already-assigned specific work assignment(s) the WSP is unable to perform, or any part thereof, and to assign new specific work assignments to other parties for the duration of the cause of the delay; or

12.2.3 To suspend already-assigned specific work assignment(s) the WSP is unable to perform, or any part thereof, for the duration of the cause of the delay; and to assign new specific work assignments to other parties for the duration of the cause of the delay.

12.3 CenturyLink shall be deemed to have elected Section 12.2.3 above unless written notice of termination is given by CenturyLink after the contingency occurs. With respect to CenturyLink's election of Section 12.2.3 above:

12.3.1 CenturyLink shall give the WSP written notice of the work to be performed by such other party prior to its performance and shall deduct from the WSP's price the cost of the work or services actually performed by such other parties.

12.3.2 The WSP shall resume performance, and complete any work not performed or to be performed by another party, once the delaying cause ceases.

12.3.3 If appropriate, at the CenturyLink's discretion, the time for completion of specific work assignment(s) shall be extended up to the length of time the contingency endured.

12.4 CenturyLink shall be excused from its performance if prevented by acts or events beyond the CenturyLink's reasonable control including extreme weather conditions, strikes, fires, embargoes, actions of civil or military law enforcement authorities, acts of God, or acts of legislative, judicial, executive, or administrative authorities.

13. DISPUTE RESOLUTION.

13.1. Other than those claims over which a regulatory agency has exclusive jurisdiction, all claims, regardless of legal theory, whenever brought and whether between the parties or between one of the parties to this Agreement and the employees, agents or affiliated businesses of the other party, shall be resolved by arbitration. A single arbitrator engaged in the practice of law and knowledgeable about telecommunications law shall conduct the arbitration in accordance with the then current rules of the American Arbitration Association ("AAA") unless otherwise provided herein. The arbitrator shall be selected in accordance with AAA procedures from a list of qualified people maintained by AAA. The arbitration shall be conducted in the regional AAA office closest to where the claim arose.

13.2. All expedited procedures prescribed by the AAA shall apply. The arbitrator's decision shall be final and binding and judgment may be entered in any court having jurisdiction thereof.

13.3. Other than the determination of those claims over which a regulatory agency has exclusive jurisdiction, federal law (including the provisions of the Federal Arbitration Act, 9 U.S.C. Sections 1-16) shall govern and control with respect to any issue relating to the validity of this Agreement to arbitrate and the arbitrability of the claims.

13.4. If any party files a judicial or administrative action asserting claims subject to arbitration, and another party successfully stays such action and/or compels arbitration of such

claims, the party filing the action shall pay the other party's costs and expenses incurred in seeking such stay or compelling arbitration, including reasonable attorney's fees.

14. LAWFULNESS. This Agreement and the parties' actions under this Agreement shall comply with all applicable federal, state, and local laws, rules, regulations, court orders, and governmental agency orders. Any change in rates, charges or regulations mandated by the legally constituted authorities will act as a modification of any contract to that extent without further notice. This Agreement shall be governed by the laws of the state where Poles/Innerduct is provided. Nothing contained herein shall substitute for or be deemed a waiver of the parties' respective rights and obligations under applicable federal, state and local laws, regulations and guidelines, including (without limitation) Section 224 of the Communications Act of 1934, as amended (47 U.S.C. 224). The WSP represents that it is a certified Competitive Local Exchange Carrier or otherwise has the legal right, pursuant to 47 U.S.C. 224 to attach to CenturyLink's pole pursuant to the terms thereof. The WSP acknowledges that CenturyLink will rely on the foregoing representation, and that if such representation is not accurate, this Agreement shall be deemed void *ab initio*, except for Article 9 hereof, for which WSP shall remain fully liable.

15. SEVERABILITY. In the event that a court, governmental agency, or regulatory agency with proper jurisdiction determines that this Agreement or a provision of this Agreement is unlawful, this Agreement, or that provision of the Agreement to the extent it is unlawful, shall terminate. If a provision of this Agreement is terminated but the parties can legally, commercially and practicably continue without the terminated provision, the remainder of this Agreement shall continue in effect.

16. GENERAL PROVISIONS.

16.1 Failure or delay by either party to exercise any right, power, or privilege hereunder, shall not operate as a waiver hereto.

16.2 This Agreement shall not be assignable by WSP without the express written consent of CenturyLink, which shall not be unreasonably withheld. Assignment of this Agreement by WSP to WSP's subsidiary or affiliate shall be presumed to be reasonable; provided, however, that WSP must obtain CenturyLink's consent in any event.

16.3 This Agreement benefits WSP and CenturyLink. There are no third party beneficiaries.

16.4 This Agreement constitutes the entire understanding between WSP and CenturyLink with respect to Service provided herein and supersedes any prior agreements or understandings.

The parties hereby execute and authorize this Agreement as of the latest date shown below:

WSP

Qwest Corporation dba CenturyLink QC

Signature

Signature

Name Typed or Printed

Pat Finley

Name Typed or Printed

Title

PRODUCT MANAGER

Title

Date

Date

Address for Notices

Address for Notices

Qwest Corporation dba CenturyLink QC
1801 California, Rm. 2160
Denver, CO 80202

Contact:
Phone:
FAX:

Contact: PAT FINLEY
Phone: 303-896-8466
FAX: 303-896-3300