STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

State Purchasing Bureau
301 Centennial Mall South, 1st Floor
Lincoln, Nebraska 68508
OR
P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-2401
Fax: (402) 471-2089

CONTRACT NUMBER
23272 O4

PAGE	ORDER DATE
1 OF 1	12/30/08
BUSINESS UNIT	BUYER
9000	TODD DLOUHY

VENDOR NUMBER: 3582256

VENDOR ADDRESS:

QWEST CORPORATION
1801 CALIFORNIA ST
DENVER CO 80202-2658

THE CONTRACT PERIOD IS JANUARY 26, 2007 THROUGH JUNE 30, 2010.

THIS SERVICE CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Awarded from RFP Number 1752Z1

Contract to provide High Speed Wide Area Transport to Northeast Nebraska for the period from January 24, 2007 through June 30, 2010.

The contract shall incorporate the following previousely submitted documents:
1. Contract Award;
2. Any Contract Amendments, in order of significance;
3. Any Request for Proposal Addenda and/or Amendments to include Questions and Answers;
4. The original RFP document;
5. The signed Request for Proposal form; and
6. The Contractor's Proposal.

Quantities shown are estimates only and are not to be construed to mean firm quantities. The State of Nebraska reserves the right to increase or decrease any quantities shown.

CONTACT: Rob Sistek
PHONE: 402-422-6920
FAX: 402-422-6920

AMENDMENT ONE (1) -- Price change effective July 1, 2009.

AMENDMENT TWO (2): Added line 5 for price change effective July 1, 2009. (12/30/08 djg)

Line	Description	Qty	Unit of Measure	Unit Price	Extended Price
5	Internet Service to Omaha	7920	EA	15.0000	118,800.00
	100Mb Port Speed				
	Total Order				**118,800.00**

BP/dh PG

BUYER

MATERIEL ADMINISTRATOR

AMENDMENT 15
TO
QWEST LOYAL ADVANTAGE™ AGREEMENT

THIS AMENDMENT NO. 15 (this "Amendment") by and between **Qwest Communications Corporation** ("Qwest") and **State of Nebraska** ("Customer"), hereby amends the Qwest Loyal Advantage Agreement, Qwest Content IDs: 096044, 132528, 175893, 19945, 200252, 216969, 200782, 223601, 238826, 238825, 237920, 259941, 260009, and 273822, as may have been previously amended (the "Agreement"). Except as set forth in this Amendment, capitalized terms will have the definitions assigned to them in the Agreement.

Qwest and Customer wish to amend the Agreement as follows:

1. **Revision of Services.** The Services and rates set forth in the pricing table below are being added to Section 1, titled Port Pricing Tables, of the Pricing Attachment of the Domestic Qwest iQ Networking Service Exhibit attached to the Agreement. These Services are added to, and constitute a part of, the Agreement and the existing Services.

IQ Networking			
NPA/NXX	**Total Mb of Internet purchased**	**Total Monthly Price including Transport**	**Price Per Mb**
402/559 (PKI)	100+	$1,500.00+	$15.00
Note: The above pricing is only offered if the State selects Qwest as the provider for the Ethernet Service presented in Section 1 or Section 2			

2. Pricing. New pricing under this Amendment, if any, applicable to Customer's existing Services will become effective as of July 1, 2009. New pricing, if any, is in lieu of, and supersedes and replaces in its entirety, the pricing that Customer previously received under the Agreement.

3. Miscellaneous. This Amendment will be effective as of the date it is executed by Qwest after the Customer's signature (the "Amendment Effective Date") and be deemed incorporated by reference into the Agreement. All other terms and conditions in the Agreement shall remain in full force and effect and be binding upon the parties. This Amendment and the Agreement set forth the entire understanding between the parties as to the subject matter herein, and in the event there are any inconsistencies between the two documents, the terms of this Amendment will control.

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

QWEST COMMUNICATIONS CORPORATION

By: Susan Baker
Name: Susan Baker
Title: Staff Offer Management Analyst
Date: 12/11/08

CUSTOMER: STATE OF NEBRASKA

By: [signature]
Name: Steve Sulek
Title: Materiel Administrator
Date: 1/2/09

OMR #Q125089 amends #Q94128 and #Q91526 and #Q54719 and #Q34046 and #Q29648 and #Q26069 and #1122707 and #1121944 and #1117414 and #1117438 and #1117383 amends #1116296 and #1112911 and #1104784 and #1101997

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

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BUSINESS UNIT	BUYER
9000	TODD DLOUHY

CONTRACT NUMBER
23272 O4

VENDOR NUMBER: 3582256

VENDOR ADDRESS:

QWEST CORPORATION
1801 CALIFORNIA ST
DENVER CO 80202-2658

THE CONTRACT PERIOD IS JANUARY 26, 2007 THROUGH JUNE 30, 2010.

THIS SERVICE CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Awarded from RFP Number 1752Z1

Contract to provide High Speed Wide Area Transport to Northeast Nebraska for the period from January 24, 2007 through June 30, 2010.

The contract shall incorporate the following previousely submitted documents:
1. Contract Award;
2. Any Contract Amendments, in order of significance;
3. Any Request for Proposal Addenda and/or Amendments to include Questions and Answers;
4. The original RFP document;
5. The signed Request for Proposal form; and
6. The Contractor's Proposal.

Quantities shown are estimates only and are not to be construed to mean firm quantities. The State of Nebraska reserves the right to increase or decrease any quantities shown.

CONTACT: Rob Sistek
PHONE: 402-422-6920
FAX: 402-422-6920

AMENDMENT ONE (1) -- Price change effective July 1, 2009.

Line	Description	Qty	Unit of Measure	Unit Price	Extended Price
3	Internet Service to Lincoln	9000	EA	25.0000	225,000.00
	100Mb Port Speed				
4	Internet Service to Omaha	7920	EA	20.0000	158,400.00
	100Mb Port Speed				
	Total Order				**383,400.00**

BUYER

MATERIEL ADMINISTRATOR

AMENDMENT 13
TO
QWEST LOYAL ADVANTAGE™ AGREEMENT

THIS AMENDMENT NO. 13 (this "Amendment") by and between **Qwest Communications Corporation** ("Qwest") and **State of Nebraska** ("Customer"), hereby amends the Qwest Loyal Advantage Agreement, Qwest Content IDs: 096044, 132528, 175893, 19945, 200252, 216969, 200782, 223601, 238826, 238825, 237920, 259941, and 260009, as may have been previously amended (the "Agreement"). Except as set forth in this Amendment, capitalized terms will have the definitions assigned to them in the Agreement.

Qwest and Customer wish to amend the Agreement as follows:

1. **Revision of Services.** The Services and rates set forth in the pricing table below are being added to Section 1, titled Port Pricing Tables, of the Pricing Attachment of the Domestic Qwest iQ Networking Service Exhibit attached to the Agreement. These Services are added to, and constitute a part of, the Agreement and the existing Services.

IQ Networking			
NPA/NXX	**Total Mb of Internet purchased**	**Total Monthly Price including Transport**	**Price Per Mb**
402/559 (PKI)	100+	$2,000.00+	$20.00
402/444 (UNL)	100+	$2,500.00+	$25.00
Note: The above pricing is only offered if the State selects Qwest as the provider for the Ethernet Service presented in Section 1 or Section 2			

2. **Pricing.** New pricing under this Amendment, if any, applicable to Customer's existing Services will become effective as of July 1, 2009. New pricing, if any, is in lieu of, and supersedes and replaces in its entirety, the pricing that Customer previously received under the Agreement.

3. **Miscellaneous.** This Amendment will be effective as of the date it is executed by Qwest after the Customer's signature (the "Amendment Effective Date") and be deemed incorporated by reference into the Agreement. All other terms and conditions in the Agreement shall remain in full force and effect and be binding upon the parties. This Amendment and the Agreement set forth the entire understanding between the parties as to the subject matter herein, and in the event there are any inconsistencies between the two documents, the terms of this Amendment will control.

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

QWEST COMMUNICATIONS CORPORATION

By: Susan Baker
Name: Susan Baker
Title: Staff Offer Management Analyst
Date: 11/11/08

CUSTOMER: STATE OF NEBRASKA

By:
Name: Steve Sulek
Title: Acting Administrator
Date: 11/17/2008

OMR #Q91526 amends #Q54719 and #Q34046 and #Q29648 and #Q26069 and #1122707 and #1121944 and #1117414 and #1117438 and #1117383 amends #1116296 and #1112911 and #1104784 and #1101997

STATE OF NEBRASKA SERVICE CONTRACT AWARD

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Lincoln, Nebraska 68508
OR
P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-2401
Fax: (402) 471-2089

PAGE	ORDER DATE
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BUSINESS UNIT	BUYER
9000	TODD DLOUHY

CONTRACT NUMBER
23272 O4

VENDOR NUMBER: 3582256

VENDOR ADDRESS:

QWEST CORPORATION
1801 CALIFORNIA ST
DENVER CO 80202-2658

AN AWARD HAS BEEN MADE TO THE VENDOR/CONTRACTOR NAMED ABOVE FOR THE SERVICES AS LISTED BELOW FOR THE PERIOD:

JANUARY 24, 2007 THROUGH JUNE 30, 2010

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Awarded from RFP Number 1752Z1

Contract to provide High Speed Wide Area Transport to Northeast Nebraska for the period from January 24, 2007 through June 30, 2010.

The contract shall incorporate the following previousely submitted documents:

1. Contract Award;
2. Any Contract Amendments, in order of significance;
3. Any Request for Proposal Addenda and/or Amendments to include Questions and Answers;
4. The original RFP document;
5. The signed Request for Proposal form; and
6. The Contractor's Proposal.

Quantities shown are estimates only and are not to be construed to mean firm quantities. The State of Nebraska reserves the right to increase or decrease any quantities shown.

CONTACT: Rob Sistek
PHONE: 402-422-6920
FAX: 402-422-6920

Line	Description	Qty Qty	Unit of Measure	Unit Price	Extended Price
1	Internet Service to Lincoln	9000	EA	38.0000	342,000.00
	100 Mb Port speed				
Original/Bid Document 1752 Z1, Original Line # 3					
Original/Bid Document 1752Z1, Section 4 & 5					
2	Internet Service to Omaha	7920	EA	38.0000	300,960.00

BUYER

MATERIEL ADMINISTRATOR

STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau
301 Centennial Mall South, 1st Floor
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Lincoln, Nebraska 68509-4847
Telephone: (402) 471-2401
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BUSINESS UNIT	BUYER
9000	TODD DLOUHY

VENDOR NUMBER: 3582256

CONTRACT NUMBER
23272 O4

Line	Description	Qty	Unit of Measure	Unit Price	Extended Price
	Original/Bid Document 1752Z1, Section 4 & 5				
	Total Order				**642,960.00**

BUYER INITIALS

STATE OF NEBRASKA
Lincoln, Nebraska

STANDARD CONDITIONS AND TERMS OF CONTRACTUAL SERVICES AND LEASING SOLICITATION AND OFFER

It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address:
http://www.das.state.ne.us/materiel/purchasing/purchasing.html

SCOPE: These standard conditions and terms of Request for Proposal for Contractual Services and acceptance apply in like force to this inquiry and to any subsequent contract resulting therefrom.

EXECUTION: Proposals must be signed in ink by the bidder on the State of Nebraska's Request for Proposal for Contractual Services form. All proposals must be typewritten or in ink and include the signed State of Nebraska's Request for Proposal for Contractual Services form. Erasures and alterations must be initialed by the contractor in ink. No telephone, facsimile or voice proposals will be accepted. Failure to comply with these provisions may result in the rejection of the proposal.

PAYMENT: Payment will be made by the responsible agency in conjunction with the State of Nebraska Prompt Payment Act (Neb. Rev. Stat. §81-2401 through 81-2408). The State may request that payment be made electronically instead of by State warrant.

COLLUSIVE BIDDING: The bidder's signature on the State of Nebraska's Request for Proposal for Contractual Services form is a guarantee that the prices quoted have been arrived at without collusion with other eligible bidders and without effort to preclude the State of Nebraska from obtaining the lowest possible competitive price.

SPECIFICATIONS: Bidders must submit a proposal in accordance with the Terms and Conditions of the Request for Proposal.

ALTERNATE TERMS AND CONDITIONS: The State, at its sole discretion, may entertain alternative terms and conditions which deviate from the Request for Proposal requirements. Alternative terms and conditions may be considered if overall contract performance would be improved but not compromised, and if they are in the best interest of the State of Nebraska. Alternative terms and conditions must be submitted with the proposal and must be clearly identified and detailed in such a way that allows such deviations to be fully evaluated. Alternative terms and conditions are discouraged and unless explicitly accepted by the State are deemed to be rejected.

PROPOSAL OPENING: Openings shall be public on the date and time specified in the Request for Proposal. It is the bidder's responsibility to assure the proposal is delivered no later than the designated date, time and place of the proposal opening. Telephone and/or fax proposals are not acceptable. A proposal may not be altered after opening of the proposals.

LATE PROPOSALS: Proposals received after the time and date of the proposal opening will be considered late proposals. Late proposals will be returned to the bidder unopened. The State is not responsible for proposals that are late or lost due to mail service inadequacies, traffic or other similar reasons.

RECYCLING: Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per state statute (Neb. Rev. Stat. §81-15, 159).

AWARD: All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

PERFORMANCE AND DEFAULT: The State reserves the right to require a performance bond from the successful contractor, as provided by law, without expense to the State. Otherwise, in case of default of the contractor, the State may contract the service from other sources and hold the contractor responsible for any excess cost occasioned thereby.

NONDISCRIMINATION: The Nebraska Fair Employment Practice Act prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin (Neb. Rev. Stat. §§48-1101 to 48-1125). The contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Request for Proposal.

DRUG POLICY: Contractor certifies that it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

GRIEVANCE AND PROTEST: Grievance and protest procedure is available by contacting the buyer. Any Protests must be filed by a vendor within ten (10) calendar days after the intent to award decision is posted to the internet.

AMENDMENT TO
QWEST LOYAL ADVANTAGE™ AGREEMENT

THIS AMENDMENT NO. 4 (this "Amendment") by and between **Qwest Communications Corporation** ("Qwest") and **State of Nebraska** ("Customer"), hereby amends the Qwest Loyal Advantage Agreement, Qwest Content ID: 096044, 132528, 175893, and Qwest OMR 1116296 , as may have been previously amended (the "Agreement"). Except as set forth in this Amendment, capitalized terms will have the definitions assigned to them in the Agreement.

Qwest and Customer wish to amend the Agreement as follows:

1. **Addition of Services.** Customer is adding the following Services to the Agreement:
   - **Qwest iQ Networking ® Service**

2. **Pricing.** New pricing under this Amendment, if any, applicable to Customer's existing Services will become effective at Qwest's earliest opportunity, but in no event later than the second full billing cycle following the Amendment Effective Date. New pricing, if any, is in lieu of, and supersedes and replaces in its entirety, the pricing that Customer previously received under the Agreement.

3. **Miscellaneous.** This Amendment will be effective as of the date it is executed by Qwest after the Customer's signature (the "Amendment Effective Date") and be deemed incorporated by reference into the Agreement. All other terms and conditions in the Agreement shall remain in full force and effect and be binding upon the parties. This Amendment and the Agreement set forth the entire understanding between the parties as to the subject matter herein, and in the event there are any inconsistencies between the two documents, the terms of this Amendment will control.

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

QWEST COMMUNICATIONS CORPORATION

By: Susan Baker

Name: Susan Baker

Title: Staff Offer Management Analyst

Date: 1/30/07

CUSTOMER: STATE OF NEBRASKA

By: _____

Name: Don J. Medinger

Title: Administrator, DAS Materiel Division

Date: 01/31/07

1. **General; Definitions.** Except as set forth in this Service Exhibit, capitalized terms have the definitions assigned to them in the Agreement. Qwest will provide Domestic Qwest iQ Networking service ("Service") under the terms of the Agreement and this Service Exhibit.

"Mail Bagging" is the process of storing e-mails for later delivery when Customer's primary mail server is unavailable.

"Pricing Attachment" means a document containing rates specific to the Service and is incorporated by reference and made a part of this Service Exhibit.

"SLA" means the service level agreement specific to the Service, located at http://www.qwest.com/legal/, which is subject to change.

"Start of Service Date" means the date Qwest notifies Customer that the Service is provisioned and ready for use.

2. **Service.**

2.1 Description. Service is a data and IP solution that is designed for private communications between Customer's sites or public (dedicated) Internet connectivity. Service includes ports and features and the rate of data transmission and features will vary depending upon the specific type of port ("Port") ordered. Service is subject to the Qwest iQ Networking SLA, which provides Customer's sole remedy for any service interruptions or deficiencies. Qwest reserves the right to amend the SLA effective upon posting to the website or other notice to Customer. If such modification (i) materially and adversely affects the Customer; and, (ii) is less than the prevailing industry standard for Service at the time of such modification; and, (iii) is not required by government or judicial action, then Customer may terminate this Agreement upon thirty (30) days prior written notice without liability for termination liability charges; provided, however that Customer provides Qwest written notification of its intent to terminate this Agreement under this Section and provides Qwest thirty days to cure such modification. 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. For purposes of this Service Exhibit, "Order Form" means an electronic order confirmation process utilizing an architecture confirmation document ("ACD") that Customer and Qwest mutually agree to prior to submitting a Service order request. Each ACD must be approved by Qwest and sent via e-mail or fax to a Qwest Order Engineering Center. Subject to availability, Qwest will use commercially reasonable efforts to secure domain names and assign Internet address space for the benefit of Customer during the term. Neither Customer nor any End Users will own or route these addresses. Qwest owns all such IP addresses and, upon termination of Service, Customer's access to the IP addresses will cease.

2.2 Ports and Features. Ports are available in a variety of speeds, ranging from 56 Kbps to 2.4 Gbps, and in three unique Port types. Different features are included within each Port type. The local access connection between a Customer location and a Port is provided pursuant to the Local Access Service Exhibit. The three Port types are:

(a) Internet Port. Internet Ports provide Customer locations with connectivity to the Internet. If Customer is using frame relay access to an Internet Port, the minimum Committed Information Rate ("CIR") is 25% of the selected Port speed. Customer is permitted to burst beyond the applicable CIR to full Port speed based upon bandwidth availability.

(b) Private Port. Private Ports provide WAN connectivity between Customer locations. Customer may allocate traffic to point-to-point layer 2 connections or layer 3 MPLS services with template-based Quality of Service ("QoS") traffic prioritization (QoS feature description is available upon request). Private Ports may have traffic allocated to a maximum of five different point-to-point layer 2 connections, or layer 3 MPLS Closed User Groups ("CUGs"). Notwithstanding the foregoing, Customer may have up to 10 Ports within the network used by Qwest iQ Networking service that exceed this maximum, provided that the number of connections/CUGs for those Ports does not exceed the number of Ports in the network, and Customer has obtained the prior consent of Qwest.

(c) Enhanced Port. Enhanced Ports provide all of the functionality of both an Internet Port and a Private Port in a consolidated communications solution. Enhanced Ports may have traffic allocated to a maximum of five different point-to-point layer 2 connections, layer 3 MPLS CUGs, or an Internet Gateway. Notwithstanding the foregoing, Customer may have up to 10 Ports within the network used by Qwest iQ Networking service that exceed this maximum, provided that the number of connections/CUGs for those Ports does not exceed the number of locations in the network, and Customer has obtained the prior consent of Qwest.

3. **Term; Cancellation.** The term of this Service Exhibit will begin upon the Effective Date of the Agreement and will continue through June 30, 2010, ("Minimum Service Term") with the option to renew for three (3) additional one (1) year periods as mutually agreed upon by both parties ("Term"). Customer may cancel this Service Exhibit with at least 30 days prior written notice to Qwest. For any Port that does not remain installed for 12 months from the Start of Service Date, unless the Port is canceled by Customer for Cause, Customer will pay to Qwest a Cancellation Charge equal to 100% of the termination liability charge incurred by Qwest including third party charges ("Termination Liability" means all accrued charges to QCC by any third party provider, any special construction charges, and any waived NRC's.).

4. **Charges.**

4.1 Port Pricing. Customer may order multiple Ports with multiple pricing methodologies in accordance with the pricing methodologies set forth below. Customer may not change the pricing methodology (e.g., from Flat Rate to Precise Burstable) of a Port.

Customer may, however, upgrade a Port to a higher bandwidth within the same pricing methodology (e.g., from a DS1 to a DS3) without incurring an early cancellation charge for the terminated Port. Customer is obligated to pay all applicable MRCs and NRCs set forth in the pricing tables below. Charges will commence within five days of the Start of Service Date. The rates set forth below do not include any costs associated with local access or CPE, all of which are additional.

Pricing will be on a per megabit basis with the price based upon the total internet bandwidth the customer subscribes to. The rates below include local access charges at the identified addresses, University of Nebraska - Omaha, Peter Kiewit Institute, 1110 S 67th St, Omaha, NE 68182 and University of Nebraska - Lincoln, Nebraska Hall Room 230, 901 N 17th St. Lincoln, NE 68588.

4.2 Pricing Methodologies. Customer understands that it cannot order international Service pursuant to this Service Exhibit. If Customer wishes to order any such international Services, Customer must execute a separate Service Exhibit.

(a) Flat Rate. The Flat Rate pricing methodology bills Customer a fixed MRC regardless of Customer's actual bandwidth utilization.

(b) Tiered. The Tiered pricing methodology caps Customer's bandwidth at the tier specified on an Order Form and bills the Customer a fixed MRC based on that bandwidth tier regardless of Customer's actual bandwidth utilization. No more than once per month, Customer may change its specific bandwidth tier (e.g., 192 Kbps to 384 Kbps, 384 Kbps to 256 Kbps) within the applicable Port classification (e.g., DS1, DS3), provided that Customer may not change its bandwidth from one Port classification to another (e.g., DS1 to DS3).

5. AUP. All use of the Services will comply with the AUP, posted at http://www.qwest.com/legal/ and incorporated by reference into this Service Exhibit. Qwest may reasonably modify the AUP to ensure compliance with applicable laws and regulations and to protect Qwest's network and customers, and such change will be effective upon posting to the website. Any changes to the AUP will be consistent with the purpose of the AUP to encourage responsible use of Qwest's networks, systems, services, web sites, and products.

PRICING ATTACHMENT

1. **Port Pricing Tables.** Pricing for Internet Ports is affected if access to the Port is over frame relay ("FR Access"). Pricing for Private Port and Enhanced Ports does not change depending on which type of access to the Port is used. Some Port types or Port speeds may not be available in all areas or with certain types of access.

IQ Networking		
Total Mb of Internet purchased	**Total Monthly Price including Transport**	**Price Per Mb**
40	$2,293.00	$57.33
50	$2,641.00	$52.82
60	$2,940.00	$49.00
70	$3,199.00	$45.70
80	$3,425.00	$42.81
90	$3,624.00	$40.27
100+	3801.00+	$38.01
Note: The above pricing is only offered if the State selects Qwest as the provider for the Ethernet Service presented in Section 1 or Section 2		

CONTENT ID#200782

OM Contract Cover Sheet -- GES

⇒ **To avoid processing delays, a completed OM Contract Cover Sheet must be included w/ 2 customer-signed original contracts, including all exhibits, when sent to Contract Management. Please be sure to check-off your Regional Sales Director for proper contract return. OM Director signature is required on all non-standard contracts.**

❑ ***Sales Executive** complete this information (**REQUIRED** INFORMATION IS IN THE FIRST COLUMN):

Customer Name	OMR # / OM Analyst	Contract #	Is this an Existing Customer? (Y/N)?	Customer Acct. #	Monthly $ value of contract
State of Nebraska	**1117414/ Bizzari**	**TBD**	**Yes**	**TBD**	**$245,000**
Sales Executive Information	**Sales Executive Address & Phone #**				
Name: Rob Sistek **Sales office code: GESOMHA** (must use ONE sales office code from list below) **e-mail address:** **robert.sistek@qwest.com**	**1314 Douglas on the Mall 3rd Floor** **Omaha, NE 68127** **402-422-6920**				
AC/ASR Information	**AC/ASR Address & Phone #**				
Name: Jason Ross **e-mail address:** **Jason.ross@qwest.com**	**1314 Douglas on the Mall 3rd Floor** **Omaha, NE 68127** **402-422-6985**				

❑ **Sales Executive -- YOU MUST PROVIDE YOUR NAME, YOUR SALES OFFICE CODE AND YOUR EMAIL ADDRESS OR YOUR CONTRACT WILL BE REJECTED.** Choose the appropriate Sales Office Codes described on the list attached below.

❑ **Sales Executive** check appropriate Regional Sales Director with an **X** from address list below in OM Group Task #1

❑ **Sales Office Admin or Sales Executive** complete the overnight information & send to the Offer Management contact listed below. Before sending the contracts review for hand written changes & log the overnight tracking number (if there are hand written changes reject back to the Sales Executive -- the Sales Executive will need to involve Offer Management to resolve.) Please note: you must send (2) two customer-signed original contracts, including all exhibits regardless of whether a signature is required on such exhibit.

Date overnight sent:	Overnight tracking number:
2/7/2007	**1Z9A35V62210055454**
Name & phone number	**Address**
Kim Mortensen Financial/Business Analyst 303-308-5162	Qwest Communications Corp. 1801 California St., 34th Floor Denver, CO 80202

❑ **OM Group Task #1** send one counter-signed original to the Sales contact, listed above, who is within the checked Regional Sales Director's group below.

Date sent (and overnight tracking number if applicable -- regular mail is fine in most cases):		
Sales (X) Here	**Regional Sales Director Name & phone number**	**Qwest Communications Address**
	Marjorie Fredd – 612-664-4500	Qwest: 600 Stinson Blvd, Minneapolis, MN 55413
	Al Macaluso – 602.512.2500	Qwest: 4041 N Central Ave, Room 1800, Phoenix, AZ 85012
	Mike Stepan – 503.425.3366	Qwest: 421 SW Oak St, Room 710, Portland, OR 97204-1817

-Resources for Promo Code Status: Upon review and acceptance of your completed coversheet and customer signed originals, OMCM requests Promo Codes from the Billing Promo Group (if applicable for GES).

As OM and OMCM do not create Promo Codes there are two resources you should check prior to calling OM or OMCM regarding the status of your Promo Codes.

1) The Billing Promo Code group (mailto:billingpromocodes@qwest.com) is responsible for creating Promo Codes once OMCM sends the executed contracts to them. Billing Promo Group maintains a spreadsheet on their shared drive that provides the status of promo codes.

Please note:

- The contract is not complete or valid unless the two customer-signed originals sent to OM include all pages of the contract and all exhibits (regardless of whether a particular exhibit requires a signature). No alterations can be made to the contract. No fax or photocopy signatures are allowed.
- Escalation is driven by the overnight package tracking number. If no overnight tracking number is documented by sales or if the overnight carrier does not confirm delivery to OM's address the responsibility to locate the contracts is Sales. If the overnight carrier shows that the package was delivered to OM's address it is OM's responsibility to locate the contracts.
- Web Hosting OM contracts include order forms that must be completed and submitted to Offer Management with the customer-signed contract.
- For signature authority guidelines, please see: http://denntwsi014.qwest.net:1980/departments/compliance/Guidelines/Signature_Guidelines.htm
- For channel integration guidelines, please review the document at: http://ilink.lci.com/intradoc/groups/public/documents/formtemplate/017308.doc

AMENDMENT TO
QWEST LOYAL ADVANTAGE™ AGREEMENT

THIS AMENDMENT NO. 5 (this "Amendment") by and between **Qwest Communications Corporation** ("Qwest") and **State of Nebraska** ("Customer"), hereby amends the Qwest Loyal Advantage Agreement, Qwest Content ID: 096044, 132528, 175893, OMR 1116296 and OMR 1117383, as may have been previously amended (the "Agreement"). Except as set forth in this Amendment, capitalized terms will have the definitions assigned to them in the Agreement.

Qwest and Customer wish to amend the Agreement as follows:

1. Modifications to Qwest Loyal Advantage Agreement.

1.1 On all pages, "Copyright © 2004 Qwest. All Rights Reserved" and "CONFIDENTIAL" deleted from the footer.

1.2 The last sentence of **1. Services** deleted and replaced with the following:

> **1. Services**. . . . The parties agree that any reference to the "Qwest Total Advantage® Agreement" on the Service Exhibits will be understood to mean Qwest Loyal Advantage Agreement.

1.3 The following is added at the end of the last sentence in **2. Term**:

> **2. Term**. ..., as set forth in each Service Exhibit.

1.4 Delete **5. Disclaimer of Warranties** and replace with the following:

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

1.5 Delete the first sentence of **6. Limitation of Liability, (a)**, and replace with the following:

> **(a)** TO THE EXTENT PERMITTED BY LAW, NEITHER PARTY, ITS AFFILIATES, AGENTS OR CONTRACTORS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, RELIANCE, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR FOR ANY LOST PROFITS OR REVENUES OR LOST DATA OR COSTS OF COVER RELATING TO THE SERVICES OR THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED.

1.6 Delete **6. Limitation of Liability, (b)**, in its entirety and replace with the following:

> **(b)** Any claim or dispute out of or relating to this Agreement must be brought within the applicable statute of limitations.

1.7 Delete **7. Personal Injury, Death, and Property Damage** and replace with the following:

> **7. Personal Injury, Death, and Property Damage.** To the extent permitted under law, each party will be responsible to the other party for the actual, physical damages directly caused by its negligent acts or omissions in the course of its performance under this Agreement, limited to damages resulting from personal injury or death to a party's employees and loss or damage to a party's personal tangible property. Damages under this Section will be subject to the limitation of liability in this Agreement but not the Damage Cap.

1.8 Delete **8. Indemnification** and replace with the following:

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

1.9 Delete the fourth sentence in **9. Voice and Data Services, (b) CPNI**, and replace with the following:

Customer expressly authorized Qwest, its Affiliates, or its sales representatives to use CPNI to determine if Customer could benefit from other services offered by Qwest and its affiliates, and market them through the Office of the Chief Information Officer of the

State of Nebraska.

1.10 Add the following language to the end of **10. AUP**:

> If such modification (i) materially and adversely affects the Customer; and, (ii) is less than the prevailing industry standard for Service at the time of such modification; and, (iii) is not required by government or judicial action, then Customer may terminate this Agreement upon thirty (30) days prior written notice without liability for termination liability charges; provided, however that Customer provides Qwest written notification of its intent to terminate this Agreement under this Section and provides Qwest thirty days to cure such modification.

1.11 Delete the first sentence of **12. Confidentiality; Publicity**, and replace with the following:

> **12. Confidentiality; Publicity.** Neither party shall, without the prior written consent of the other party, disclose or use (except as required by law or except as expressly permitted by, or required to achieve the purposes of, this Agreement) the Confidential Information of the other party, during the Term of this Agreement and for two years following the expiration or termination hereof.

1.12 Add the following language after the last sentence of **12. Confidentiality; Publicity**:

> **12. Confidentiality; Publicity.** . . . Such consent by Customer may be given in writing by the State of Nebraska's Chief Information Officer.

1.13 Delete **13. Governing Law** in its entirety and replace with the following:

> **13. Governing Law.** Each party shall bear the cost of preparing and presenting its own claims and/or defenses (including its own attorneys' fees). To the extent the Communications Act of 1934 does not govern, this Agreement shall be governed by the laws of the State of Nebraska without regard to its choice of law principles. Both parties hereby consent to the exclusive jurisdiction of such courts, and expressly waive (i) any objections or defense based upon lack of personal jurisdiction or venue, and (ii) their right to have any dispute relating to the Agreement heard by a jury.

1.14 Delete**16. General** in its entirety and replace with the following:

> **16. General.** Customer may not assign this Agreement or any of its rights or obligations under this Agreement without the prior written consent of Qwest, which consent will not be unreasonably withheld. There shall be no charge to Customer for any assignment hereunder. This Agreement is intended solely for Qwest and Customer and it will not benefit or be enforceable by any other person or entity, including without limitation, End Users. If any term of this Agreement is held unenforceable, such term will be construed as nearly as possible to reflect the original intent of the parties and the remaining terms will remain in effect. Neither party's failure to insist upon strict performance of any provision of this Agreement will be construed as a waiver of any of its rights hereunder; provided, however, if Customer fails to comply with the timeliness in a service level agreement for claiming its rights to credit and/or termination, Customer will be deemed to have waived such rights. All terms of this Agreement that should by their nature survive the termination of this Agreement will so survive. In the event of a conflict in any term of any documents that govern the provision of Services hereunder, the following order of precedence will apply in descending order of control: 1) Agreement Amendments with the latest dated amendment having priority, 2) this Agreement, 3) the original RFP, 5) RFP addenda, with the latest dated having priority, 5) Qwest's proposal, 6) the signed RFP form, 7) any applicable Tariff. All documents referenced in this paragraph are hereby incorporated by reference and made part of this Agreement.. Neither party will be liable for any delay or failure to perform its obligations hereunder if such delay or failure is caused by a Force Majeure Event. This Agreement, the RFP, and any applicable Service Exhibit, Services Schedule and any Order Forms accepted hereunder constitute the entire agreement between Customer and Qwest with respect to the subject matter hereof, and supersede all prior oral or written agreements or understandings relating to the subject matter hereof. Except for Services Schedule, Tariff, AUP, or Service modifications initiated by Qwest, all amendments to this Agreement must be in writing and signed by the parties' authorized representatives. Qwest reserves the right at any time to reject any handwritten change to this Agreement, unless signed by both parties' authorized representatives.

1.15 Delete the definition of "Early Termination Charge" under **17. Definitions**,:

1.16 Add the following definition under **17. Definitions:**

> "Cancellation Charge" means: (a) cancellation charges that apply if a Service is canceled before its minimum service period described in the Service Exhibit expires; and (b) charges incurred by QCC from a third party provider as a result of an early termination.

1.17 Delete and replace the definition of "Force Majeure Event" under **17. Definitions**. With the following:

> "Force Majeure Event" means a natural disaster or other similar event outside the control of and not attributable to the fault or negligence of the party.

AMENDMENT TO
QWEST LOYAL ADVANTAGE™ AGREEMENT

2. Modifications to Qwest Loyal Advantage Agreement Domestic Private Line Exhibit

2.1 On all pages, "Copyright © 2004 Qwest. All Rights Reserved" and "CONFIDENTIAL" deleted from the footer.

2.2 Delete the last sentence of **4. Term** and replace with the following:

> **4. Term.** . . . If the Agreement or any On-Net Circuit provisioned hereunder is terminated prior to the expiration of the Minimum Service Term for reasons other than a default by Qwest, then Customer will pay to Qwest: (a) all charges for Service provided through the effective date of such cancellation (b) 100% of the termination liability charge incurred by Qwest including third party charges ("Termination Liability" means all accrued charges to QCC by any third party provider, any special construction charges, and any waived NRC's.) and (c) the reimbursement amount of any NRC discount or waiver that Qwest granted to Customer.

3. Modifications to Qwest Loyal Advantage Agreement Local Access Service Exhibit

3.1 On all pages, "Copyright © 2004 Qwest. All Rights Reserved" and "CONFIDENTIAL" deleted from the footer.

3.2 Delete **5. Term** in its entirety and replace with the following:

> **5. Term.** The term of any Service begins on the Start of Service Date and continues for a minimum of 12 months from the Start of Service Date unless a longer term is specified ("Minimum Service Term"). Customer, at its sole option, may renew this agreement for up to three (3) additional one (1) year periods by providing notice of its intent to renew thirty (30) days before expiration. The Minimum Service Term and any renewal term will be referred to as the "Term." Upon written notice to the other party at least 30 days prior to the conclusion of any Term, either party may terminate the Service associated with this Exhibit.

3.3 Delete **6. Termination** in its entirety and replace with the following:

> **6. Termination.**
>
> **6.1 On-Net Access Cancellation Prior to Acceptance.** If Customer cancels an On-Net Access circuit for which no special construction by Qwest is necessary, after the fifth business day of placing the order with Qwest but prior to the date Qwest informs Customer that the circuit is available ("Delivery Date"), then Customer agrees to pay the actual cost of terminating the order.
>
> **6.2 Leased Access Cancellation Prior to Acceptance.** If Customer cancels a Leased Access circuit for which no special construction by Qwest is necessary, after the fifth business day of placing the order with Qwest but prior to the Delivery Date, then Customer agrees to pay the actual cost of terminating the order.
>
> **6.3 Termination after Acceptance.** If this Exhibit or a particular Service is terminated for reasons other than by Customer for Cause, prior to the conclusion of the Minimum Service Term of the Service, Customer will pay: 100% of the termination liability charge incurred by Qwest including third party charges ("Termination Liability" means all accrued charges to QCC by any third party provider, any special construction charges, and any waived NRC's.)

3.4 Delete the second sentence of **7.1 Charges and Payments** and replace with the following:

> **7. Charges and Payments,** ....If during the provisioning of Service, Qwest learns that it will incur additional charges (i.e. non-recurring charges, special construction charges, etc), Customer may elect to accept such additional charges or instruct Qwest not to proceed with the provisioning of Service.

4. Miscellaneous. This Amendment will be effective as of the date it is executed by Qwest after the Customer's signature (the "Amendment Effective Date") and be deemed incorporated by reference into the Agreement. All other terms and conditions in the Agreement shall remain in full force and effect and be binding upon the parties. This Amendment and the Agreement set forth the entire understanding between the parties as to the subject matter herein, and in the event there are any inconsistencies between the two documents, the terms of this Amendment will control.

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

QWEST COMMUNICATIONS CORPORATION	**CUSTOMER: STATE OF NEBRASKA**
By: _____	By: _____
Name: Richard Fernandez	Name: Don J. Medinger
Title: Director, Offer Management	Title: Administrator, DAS Materiel Division
Date: 2/14/01	Date: _____

OMR 1117414 amends 1104784, 1101997, 1112911, 1116296 and 1117383