

REAL ESTATE STANDARD TERMS AND CONDITIONS

I. GENERAL TERMS AND CONDITIONS

1. DEFINITIONS; APPLICATION:

- 1.1 “Documentation” means tangible or intangible information necessary for the use, planning, engineering, installation, operation and maintenance of Purchases, including: user manuals, test data, flow charts, data file listings, loading and unloading procedures, machine configuration information, routines, subroutines, training materials, product release information, or related information.
- 1.2 “Application for Payment” or “Application” means the two part process of approval by Qwest of the Request for Receipt from the Supplier and the Supplier’s submission of the an Approved Invoice.
- 1.3 “Approved Invoice” means the invoice issued by Contractor based on an approved Request for Receipt.
- 1.4 “Lien Waiver” (as used in the Specific Terms and Conditions) means evidence that all Payment Claims for the payment of wages and salaries, and the payment of charges for labor, materials, tools, machinery, or supplies have been satisfied, released or settled. A Lien Waiver shall be in the form of the attached **Exhibit LW-1** (Progressive Lien Waiver Form) or **Exhibit LW-2** (Final Lien Waiver Form), as applicable.
- 1.5 “Payment Claim” means a mechanic’s liens or other liability claim or demand, including personal injury, death, or property damage.
- 1.6 “Products” means those goods, supplies, materials, articles, items, parts, and components described in the Order.
- 1.7 “Purchases” means, collectively or individually, the Products or Services purchased pursuant to the Order.
- 1.8 “Request for Receipt” means written request submitted by the Supplier for written confirmation from Qwest that Purchase has been completed and approved for invoicing.
- 1.9 “Qwest” means the Qwest affiliate who placed the purchase order, task order or authorizing document (“Order”).
- 1.10 “Retainage” has the meaning ascribed to it in the applicable Specific Terms and Conditions.
- 1.11 “Services” means any work performed by or for Supplier pursuant to the Order.
- 1.12 “Subcontractor” means any subcontractor or supplier, at any tier, which has a contract, license, or agreement with Supplier to supply equipment, material, services, supervision, consultation, or labor in connection with the performance or delivery of the Purchases.
- 1.13 “Supplier” means the entity to which the Order is issued.
- 1.14 “Terms” means both the General Terms and Conditions provided in this Section Roman numeral I and any applicable Specific Terms and Conditions referenced in the Order.
- 1.15 Supplier’s acceptance of the Order from Qwest and the sale contemplated thereby are governed by the terms and conditions of any master agreement between Qwest and Supplier. If no such master agreement exists, the Order is covered by the terms of the Order and by these Terms. Shipment of goods or performance of services is an acceptance of the Order. If Supplier uses its own form or any other form to accept the Order, said form shall be used for convenience only and shall be of no force or effect.

2. SPECIFICATIONS:

Supplier will provide all Purchases in accordance with the following requirements (collectively, “Specifications”): these Terms; the Order; any Documentation; applicable requirements and specifications in any written materials published or provided by Supplier; and industry standards.

3. ORDERS:

3.1 Prices.

Except as otherwise provided in the Order, the prices stated in the Order shall include (a) all applicable sales, use and other taxes and (b) all charges for Supplier's packing and crating, and for transportation to the FOB point stated in the Order.

3.2 Modifications; Change Orders.

After Supplier's acceptance of the Order, Qwest may delay the scheduled date for delivery, performance, customization or assembly of any or all Purchases without penalty. All other modifications or amendments to the Order must be addressed in a Change Order.

A "Change Order" is a written document approved by Qwest, authorizing changes in the Order, including changes to the scope of work, price, or Documentation. Supplier will make no changes in the Purchases (or receive any changed payments), will not begin any Services, and will not suspend the performance of any Services pending the review and negotiation of any Change Order. All Change Orders shall be in writing and agreed to in writing by Qwest and Supplier to be effective.

4. INVOICES AND PAYMENTS:

4.1 Invoices - General.

Within 30 days of providing Purchases to Qwest, Supplier will complete the Application for Payment process by the method agreed upon by the parties. Unless otherwise required by law, Qwest will not pay for an Approved Invoice which is issued more than 90 calendar days after completion of the Purchases. Supplier may not submit an Approved Invoice unless the corresponding Request for Receipt has been approved in writing by Qwest. Each Approved Invoice will contain an itemized description of the Purchases and all applicable charges and taxes (exclusive of taxes based on Supplier's income). Qwest will be liable only for undisputed and correct taxes itemized on the invoice for Purchases to which the taxes relate. Supplier is responsible for charging the correct taxes on the applicable invoice other than where Qwest has provided Supplier a properly completed tax exemption certificate or other evidence of exemption. If any tax claim arises based on a Supplier invoice, Supplier will be responsible for any penalties and interest associated with any additional tax assessment. Supplier must be registered by the taxing jurisdictions to collect sales and/or use taxes within the states to which Purchases are provided.

4.2 Invoices – Services.

For Services performed on a time and materials basis, Supplier will invoice Qwest on a monthly basis, and will complete the Application for Payment process on a monthly basis. For Services performed at a fixed price, Supplier will initiate the Application for Payment process upon completion and acceptance of milestones in accordance with the payment schedule set forth in the Order.

4.3 Payment Due Date; Acceptance of Payment.

Qwest will pay undisputed invoices in U.S. dollars within 45 days of receipt of a proper invoice. Payment will not constitute acceptance of the applicable Purchases. If Supplier accepts payment from Qwest for Purchases, Supplier waives any claims that Supplier may have against Qwest for those Purchases.

4.4 Dispute.

Qwest will notify Supplier of any dispute with respect to an invoice in writing. Each party will use commercially reasonable efforts to resolve any payment dispute within 180 days of notice of the dispute.

4.5 Overpayment and Credits.

Supplier will return overpayments to Qwest within 15 days after receipt. Credits not taken for Purchases by Qwest within 90 days will be remitted by check or electronic-funds transfer ("EFT") to the Qwest remittance address on the Order.

5. ACCEPTANCE:

- 5.1** If Qwest is not satisfied with any Purchase, Qwest will notify Supplier in writing within 30 days after Supplier's performance or delivery of such Purchase. Neither failure by Qwest to inspect or to reject the Purchase, nor payment or the taking of possession of the Purchase by Qwest, will be conclusive evidence of the completion of the Purchase or any individual Service assignment under the Order, either

in whole or in part, or be construed as an acceptance of a defective Purchase or improper materials, or relieve Supplier from its obligation in taking corrective action(s) and making good such defects.

- 5.2** Supplier will, at its expense, repair, re-perform or replace the Purchase, as applicable, as soon as practical under the circumstances, but no later than 15 days after receipt of Qwest's notice. The foregoing procedure will be repeated until Qwest accepts or finally rejects the Purchase in its sole discretion. If Qwest accepts any Purchase that contains a defect or nonconformity not apparent on examination, Qwest reserves the right to revoke acceptance. If Qwest finally rejects or revokes acceptance, Supplier will refund to Qwest all amounts paid by Qwest for such Purchase.

6. REPRESENTATIONS AND WARRANTIES:

6.1 Generally.

Supplier represents and warrants that:

- (a) Supplier has all requisite ownership, rights and licenses to perform fully its obligations arising in connection with the Order and to grant to Qwest all rights to the Purchases, including good and marketable title for Products, free and clear from any and all liens, adverse claims, encumbrances and interests of any third party;
- (b) Purchases will be free from deficiencies and defects in materials, workmanship, design and/or performance;
- (c) there are no pending or, to Supplier's knowledge, threatened lawsuits, claims, disputes or actions: (i) alleging that any Purchases infringe, violate or misappropriate any third party rights; or (ii) adversely affecting any Purchases or Supplier's ability to perform its obligations under the Order;
- (d) use of any Purchases as permitted under the Order will not infringe, violate, or misappropriate a patent, copyright, trademark, trade secret or other intellectual property or proprietary right of any third party;
- (e) Supplier is experienced in performing the Purchases and agrees to furnish at all times an adequate supply of workers, equipment, tools and materials so that each Purchase will be completed by its required completion date;
- (f) invoices submitted will be accurate in all respects, including the information contained on reports and forms requested by Qwest and submitted by Supplier and that Supplier has inspected all Purchases covered by the invoice to confirm that the Purchases conforms with all Specifications;
- (g) all Services will be performed in a good, professional and workmanlike matter in accordance with industry standards;
- (h) all Purchases will be performed in accordance with the Specifications; and
- (i) upon final payment by Qwest for the Purchases, the Purchases will be transferred to Qwest free and clear of all Payment Claims arising out of any Services.

6.2 Supplier Conduct.

In regard to Supplier's conduct regarding the Order, Supplier represents and warrants that:

- (a) no person or entity has been retained to solicit or secure the Order for a fee, except employees of Supplier for the purpose of securing business;
- (b) no kickbacks, rebates or favors of any nature have been or will be made or granted to any person with respect to the Order;
- (c) no collusive arrangements have been made with other suppliers or persons bearing in any way upon the Order;
- (d) Supplier has not made or received and will not make or receive any payments, gifts, favors, entertainment, secret commissions or hidden gratuities for the purpose of securing preferential

treatment or action from or to any party in connection with the Order; and

- (e) in the event of any breach or violation of this Section (Supplier Conduct), Qwest may terminate the Order upon written notice to Supplier and Supplier will be responsible for all damages, expenses or claims against Qwest resulting from Supplier's breach or violation.

7. QWEST DATA; PROPERTY:

7.1 Maintenance of Qwest Data and Property.

Any items furnished by Qwest to Supplier in connection with the Order, including Qwest Data (as defined below), are and will remain the property of Qwest. Supplier will not use any such item for any purpose other than the performance or delivery of Purchases pursuant to the Order. While in Supplier's possession, Supplier will maintain such property in good condition (ordinary wear and tear excepted) and will bear the risk of loss while such property was in the custody and control of Supplier. Supplier shall establish and maintain written safety and facility procedures, data security procedures and other safeguards against the destruction, loss, unauthorized access or alteration of Qwest Data in the possession of Supplier. Supplier shall remove all Qwest Data from any media no longer in use. No media on which Qwest Data is stored may be used or re-used to store data of any other customer of Supplier's or to deliver data to a third party, unless all Qwest Data has been securely erased.

7.2 Definition of Qwest Data.

"Qwest Data" means any data or information of Qwest's that is provided to or obtained by Supplier in connection with the Order, including data and information with respect to the business, employees, customer, operations, facilities, products, rates, regulatory compliance, competitors, consumer markets, assets, expenditures, mergers, acquisitions, divestitures, billings, collections, revenues and finances of Qwest. Qwest Data shall also mean any data or information created, generated, collected or processed by Supplier in the performance of its obligations arising in connection with the Order.

7.3 Damage to Property.

Supplier shall immediately notify Qwest and third party owners of real or personal property loss or damage to property caused by Supplier. Supplier shall take precautions and necessary measures to prevent further damage and, at Qwest's option and direction, Supplier shall replace or temporarily repair such property. At Qwest's or third party owner's option and direction, Supplier shall restore or replace Qwest's or others' property to its original condition, place such property in operational condition or bear the cost of restoration or replacement.

8. CONFIDENTIAL INFORMATION:

8.1 Definition of Confidential Information.

"Confidential Information" means any and all business, technical or third party information (including without limitation Qwest Data, trade secrets, customer information, business contacts, marketing and business plans, financial data, techniques, methods, processes, specifications, drawings, sketches, models, samples and computer programs) provided, disclosed or made accessible by Qwest to Supplier in connection with the Order that is either identified as or would be reasonably understood to be confidential and/or proprietary. Confidential Information does not include information that Supplier can clearly establish by written evidence: (a) is or becomes known to Supplier from a third party without an obligation to maintain its confidentiality; (b) is or becomes generally known to the public through no act or omission of Supplier; or (c) is independently developed by Supplier without the use of Confidential Information of Qwest.

8.2 Use and Disclosure of Confidential Information.

Except as expressly provided herein or with Qwest's prior written consent, Supplier will: (a) not use Confidential Information for any purpose other than the fulfillment of its obligations arising in connection with the Order; (b) not disclose Confidential Information to any third party (other than affiliates of itself or Qwest); (c) except as necessary to fulfill its obligations arising in connection with the Order, not make any copies of Confidential Information without Qwest's prior consent; and (d) protect and treat all Confidential Information with the same degree of care as it uses to protect its own confidential information of like

importance, but not less than reasonable care. Supplier will only disclose Confidential Information to its employees, affiliates and/or agents who have a “need to know” for purposes of the Order. Supplier will notify and inform such employees, affiliates and/or agents of its obligations arising in connection with the Order, and Supplier will be responsible for any breach of these Terms by its employees, affiliates and/or agents. If Supplier is required to disclose Confidential Information pursuant to law or court action, Supplier will notify Qwest of the required disclosure with sufficient time for Qwest to seek relief, will cooperate with Qwest in taking appropriate protective measures, and will make such disclosure in a manner to best protect the Confidential Information from further disclosure. Supplier will not bring onto Qwest premises any proprietary or confidential information of any third party without Qwest’s consent.

8.3 CPNI and Customer Information.

Qwest may provide Supplier with, and Supplier may otherwise receive, certain information regarding Qwest’s customers in connection with the Order, including, but not limited to, Customer Proprietary Network Information (“CPNI”), as defined in the Communications Act of 1934, as amended (“Communications Act”), and customers’ names, addresses, and telephone numbers, and other customer information that relates to telecommunications and/or other services provided by Qwest to its customers (“Customer Information”). Supplier acknowledges that the Federal Communications Commission has promulgated certain rules and orders relating to CPNI and it is essential that Supplier fully comply with such rules and orders. Supplier agrees that all Customer Information and CPNI, whether oral or written, will be deemed and treated as Confidential Information under these Terms, whether or not such information is marked as confidential. Supplier will not use any Customer Information or CPNI for telemarketing, other forms of marketing or any other purpose including, but not limited to, preparing aggregated, trend or assimilated information or any new sources of information, except as specifically approved in writing by an authorized agent of Qwest. Supplier shall limit access to the Customer Information and CPNI solely to those Supplier employees who need to have access to it in order to perform services for Qwest in connection with the Order. Supplier shall not share, disclose, market or sell the Customer Information or CPNI to any other person or entity, including any affiliate or division of Supplier.

8.4 Return or Destruction.

At the completion or termination of the Order, or any time at the specific request of Qwest, Supplier will (a) promptly return to Qwest any and all Confidential Information (including Qwest Data, Customer Information and CPNI), including copies of any notes, reports, or other descriptive materials of any kind, or (b) at Qwest’s written direction and at Qwest’s sole discretion, timely destroy all Confidential Information in whatever format, provided that immediately after such destruction, Supplier shall certify in writing that all Confidential Information has been so destroyed.

9. INDEPENDENT CONTRACTORS; SUBCONTRACTING:

9.1 Independent Contractor.

Supplier certifies that it is engaged in an independent business and will perform its obligations arising in connection with the Order as an independent contractor and not as the agent or employee of Qwest. The Order does not create a partnership, joint venture or similar relationship between the parties and neither party will have the power to obligate the other in any manner whatsoever.

9.2 Agents and Employees.

Any persons who perform services for Qwest will be solely the employees or agents of Supplier under its sole and exclusive direction and control. Supplier is solely responsible for: (a) the hours of work, methods of performance and compensation of its employees and agents; (b) compliance with all federal, state and local rules and regulations including those governing worker’s compensation, unemployment, disability insurance and social security withholding for its employees and agents; and (c) all federal and state income taxes for its income derived in connection with the Order.

9.3 Subcontracting.

Supplier will not subcontract any of its obligations arising in connection with the Order without Qwest’s prior written consent, which consent Qwest will not unreasonably withhold. Qwest may delegate or

subcontract any of its rights or obligations without Supplier's prior written consent. If Qwest consents to Supplier's use of a Subcontractor, Supplier shall provide a copy of the Order and these Terms to the Subcontractor. Subcontractors may not directly invoice or bill Qwest. Qwest will have the right, but not the obligation, to intervene and settle any dispute between Supplier and a Subcontractor, at Qwest's sole discretion.

9.4 Safety and Health.

The safety and health of Supplier's employees and agents while on Qwest's or Qwest's customer's premises will be Supplier's sole responsibility. While on Qwest's or Qwest's customer's premises, Supplier and its employees and agents will comply with the attached **Exhibit SH** (Safety and Health Requirements) and with all applicable rules and regulations, as well as all local, state and federal environmental, health and safety requirements, including those relating to the use and handling of hazardous materials. Supplier will immediately report to Qwest any accidents, injuries or property damage arising from Supplier's performance of the Order, in accordance with the reporting provisions of **Exhibit SH**. Supplier will provide Qwest with copies of any safety, health or accident reports that Supplier files with any third party with respect to Supplier's performance of the Order.

10. QWEST REMEDIES:

10.1 Direct Payment of Subcontractors:

Qwest will have the right, but not the obligation, to make payment directly to any Subcontractor, at Qwest's sole discretion.

10.2 Qwest Offset.

Qwest may use all means available to it at law or in equity, including the Uniform Commercial Code, and Qwest may, without waiving any other rights or remedies, deduct, offset or withhold any amount from Retainage (if applicable) held by Qwest or from amounts owed by Qwest to Supplier or any of Supplier's affiliates under the Order or any other agreement, so that Qwest may recover any amount paid or payable by Qwest as a result of Supplier's performance under the Order, including:

- (a) Repair, replacement, or correction costs of Qwest to remedy Services performed by Supplier;
- (b) Supplemental labor, materials, and equipment;
- (c) Amounts invoiced to Supplier and not paid within 30 calendar days;
- (d) Amounts related to Payment Claims;
- (e) Failure to clean up after completion of Services;
- (f) Damages of Qwest caused by a breach of the Order by Supplier;
- (g) Any fines or penalties assessed to Qwest by any governmental authority on account of the quality or progress of the Services provided by Supplier or any of its Subcontractors; and
- (h) Amounts paid directly to a Subcontractor by Qwest.

10.3 Equitable Remedies:

Supplier recognizes that a breach of Supplier's responsibilities under these Terms related to Qwest's Confidential Information may cause irreparable harm to Qwest. Supplier agrees that if it breaches any of its obligations under these Terms with respect to Qwest's Confidential Information, Qwest shall be entitled to equitable relief (including but not limited to injunctive relief) to enforce Supplier's obligations and to protect the proprietary rights of Qwest.

11. INDEMNIFICATION:

11.1 Intellectual Property Indemnification.

Supplier will, at Supplier's expense, indemnify, defend and hold harmless Qwest (including its officers, directors, employees and agents) and its affiliates and customers against any loss, cost, expense or liability (including without limitation attorneys' fees and costs and awarded damages) arising out of any

claim that Purchases, or their use, infringe, violate or misappropriate a patent, copyright, trademark, trade secret or other intellectual property or proprietary right of any third party (a "Claim").

- (a) Supplier's obligation to indemnify Qwest pursuant to the preceding will not apply to the extent any infringement was directly caused by any combination of Purchases with any other product, system or method unless: (a) Qwest would be reasonably expected to use the Purchases in combination with such product, system or method; or (b) the product, system or method is (i) provided by Supplier or its affiliates, (ii) specified by Supplier to work with the Purchases, or (iii) reasonably required to use the Purchases in their intended manner.
- (b) If Supplier determines that any Claim is likely to result in an injunction affecting Qwest's ability to continue to use any of the Purchases, Supplier will promptly, at its expense, either (i) obtain the right for Qwest to continue using the Purchases, or (ii) replace or modify them to be non-infringing and of equivalent functionality. If (i) or (ii) is not reasonably possible, Supplier will refund a pro-rata portion of the amounts paid under the Order for the Purchases (and, where applicable, based on the expected life thereof) and reimburse Qwest for all reasonable expenses for removal and replacement of the Purchases.

11.2 General Indemnification.

Each party including its Affiliates, agents, employees and others under its direction or control (for purposes of this Indemnification Section, "Indemnifying Party") will indemnify, defend and hold harmless the other (including its officers, directors, employees and agents) and its Affiliates and customers against any loss, cost, expense or liability (including without limitation reasonable attorneys' fees and costs) arising from the negligence, gross negligence willful misconduct, or failure to comply with any valid and applicable law, rule, code, or regulation by the Indemnifying Party.

11.3 Notice and Defense.

The party to be indemnified under this Section, or any other Section of these Terms that includes an indemnification obligation, will notify the Indemnifying Party within a reasonable time after receiving notice of a claim. Provided that the Indemnifying Party promptly and reasonably investigates and defends any such claim, the Indemnifying Party will have control over the defense and settlement thereof. However, the indemnified party may participate in the defense at its option and expense. The party to be indemnified will furnish, at the Indemnifying Party's reasonable request and expense, information and assistance necessary for such defense.

12. WORK PRODUCT; DOCUMENTATION:

12.1 Definition of Work Product.

All materials, prototypes, drawings and any ideas, designs, techniques, inventions, discoveries, improvements, information, creations, software, methods, algorithms, architectural elements, subroutines, and any other items discovered, prepared or developed by or for Supplier in the course of or resulting from performance of the Order ("Work Product") will be promptly disclosed and furnished to Qwest. All right, title and interest in the Work Product will vest in Qwest and the Work Product will be deemed to be a work made for hire. To the extent it may not be considered a work made for hire, Supplier assigns to Qwest all right, title and interest in the Work Product, including all copyrights, patent rights, patents and applications therefore. Supplier will provide all assistance reasonably requested by Qwest to document and perfect these rights. Supplier will fully and promptly disclose to Qwest all Work Product.

12.2 Rights to Work Product.

Supplier will retain ownership of its previously developed items. If the Work Product includes previously developed items, Supplier hereby grants to Qwest a worldwide, unrestricted, royalty-free, perpetual, irrevocable license to make, have made, use, market, import, distribute, copy, modify, prepare derivative works of, perform, display, disclose and sublicense such items. This license grant shall apply to Qwest's third party contractors and agents in a worldwide networked environment. Qwest may allow third parties, including customers, contractors, or the public, to use the previously developed items in connection with data generated, tracked, collected, purchased, queried, input or otherwise acquired by Qwest in connection with its business.

12.3 Assistance to Convey Rights to Work Product.

Supplier represents and warrants that it has all necessary agreements with its employees, contractors and others in order to convey the ownership and license rights granted herein. Upon request, and without charge, Supplier agrees to reasonably assist Qwest (including by executing assignments and other documents) as may be required to protect, convey and enforce the rights of Qwest in and to the Work Product.

12.4 License Rights to Documentation.

Supplier grants to Qwest a license to use, modify, and make copies of Documentation for Purchases at no cost.

13. LIMITATION OF LIABILITY:

Except for each party’s indemnification obligations and each party’s breach of any requirements regarding Confidential Information, neither party is liable to the other for consequential, incidental, indirect, punitive or special damages, including commercial loss and lost profits, however caused and regardless of legal theory or foreseeability, directly or indirectly arising in connection with the Order, even if such party has been apprised of the possibility of such damages.

14. INSURANCE:

Supplier will at all times while it has obligations outstanding under the Order, at its own cost and expense, carry and maintain the insurance coverage listed in these Terms with insurers having, at a minimum, a “Best’s” rating of A-VII. Supplier will not commence any work under the Order until Supplier has fulfilled all insurance requirements herein. Supplier will require its Subcontractors and agents to maintain the same insurance coverage required herein.

14.1 Workers’ Compensation Insurance.

Workers’ compensation insurance with statutory limits as required in the State(s) of operation and providing coverage for any employee entering onto Qwest premises, even if not required by statute. Employer’s Liability or “Stop Gap” insurance with limits of not less than \$100,000 each accident.

14.2 Commercial General Liability Insurance.

Commercial general liability insurance covering claims for bodily injury, death, personal injury and property damage arising out of the performance of the Order, including coverage for independent contractor’s protective liability (required if any Services will be subcontracted), premises-operations, products/completed operations, and contractual liability with respect to the liability assumed by Supplier under the Order. Such insurance will include (a) underground hazard coverage (commonly referred to as “U” coverage) if the Services involves below ground work, (b) explosion hazard coverage (commonly referred to as “X” coverage) if the Services involves blasting, and (c) collapse hazard coverage (commonly referred to as “C” coverage) if the Services may cause structural damage due to excavation, burrowing, tunneling, caisson work or under-pinning. The limits of insurance will not be less than:

Each Occurrence	\$1,000,000
General Aggregate Limit	\$2,000,000
Products-Completed Operations Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000

14.3 Commercial Automobile Liability Insurance.

Commercial Automobile Liability Insurance covering all owned, non-owned and hired motor vehicles used in connection with the performance of the Order, with limits of at least \$1,000,000 per occurrence for bodily injury and property damage.

14.4 Professional or Errors & Omissions Liability Insurance.

If the Services include professional consulting services, such as the design of security or alarm services,

Supplier will maintain Professional or Errors and Omissions Liability insurance with limits of not less than \$1,000,000 per claim and in the aggregate. Such insurance shall provide (a) a retroactive date of not later than the effective date of the Order and (b) either be maintained for or have an extended claims reporting period of not less than 2 years after termination of the Order.

14.5 Employee Dishonesty Insurance or Fidelity Bond.

If the Services involve unsupervised work on Qwest premises, Supplier shall provide Employee Dishonesty insurance or a Fidelity Bond covering all loss for which Supplier is legally liable, arising out of or in connection with any fraudulent or dishonest acts committed by Supplier personnel or third parties, acting alone or with others in the amount of not less than \$100,000.

14.6 Contractor's Pollution Liability.

If the Services include (i) the provision of fuel delivery or storage, (ii) the abatement of asbestos, lead or mold (or any like substance), (iii) the detection, disposal, removal, remediation, transportation and/or storage of hazardous, toxic or dangerous wastes, substances, material, gas or particulate matter, (iv) work on roofing systems (only if the roofing materials contain asbestos or other hazardous materials), (v) work on HVAC systems (only if the HVAC materials are or contain hazardous materials such as freon), or (vi) work on window systems or insulation (only if the window or insulation materials contain asbestos or other hazardous materials), Supplier will maintain Contractor's Pollution Liability insurance in an amount not less than \$1,000,000 per loss and \$2,000,000 annual aggregate and endorsed to provide coverage for contractual liability with respect to liability assumed by Supplier under the Order. Such insurance shall provide a retroactive date prior to the date of the Order and an extended claims reporting period continuing coverage for 2 years after completion of the Services.

14.7 Insurance Limits and Certificates.

The insurance limits required herein may be obtained through any combination of primary and excess or umbrella liability insurance. Supplier shall forward to Qwest certificates of such insurance upon request. The insuring carrier(s) may use the ACORD or equivalent certificate of insurance form acceptable to Qwest. The insurance certificates shall provide that: (i) Qwest is named as an additional insured on the Commercial General liability and Commercial Automobile liability and Umbrella or Excess Liability policies; (ii) 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 Qwest; (iii) explosion hazard coverage (commonly referred to as "X" coverage), collapse hazard coverage (commonly referred to as "C" coverage), and underground hazard coverage (commonly referred to as "U" coverage) is part of the coverage; (iv) coverage is primary and not excess of, or contributory with, any other valid and collectible insurance purchased or maintained by Qwest; and (v) the words "pertains to all operations and projects performed on behalf of the certificate holder" are included in the description portion of the certificate. Supplier's fulfillment of its insurance obligations shall not relieve it of any liability under the Order or in any way modify Supplier's obligations to indemnify Qwest or its affiliates.

15. TERMINATION; CANCELLATION:

15.1 Notice.

Qwest may cancel any or all Purchases under an Order, for its convenience, with 5 days prior written notice. Supplier will be entitled to payment for Purchases accepted and received by Qwest as of the date of termination. Qwest will have no other liability arising out of termination of the Order.

15.2 Bankruptcy and Insolvency.

The Order will terminate, without notice, (a) on the institution by or against Supplier of insolvency, receivership or bankruptcy proceedings, (b) on Supplier's making an assignment for the benefit of creditors, or (c) on Supplier's insolvency or ceasing to do business.

15.3 Breach.

Qwest may terminate the Order, in whole or in part, by written notice to Supplier if Supplier breaches the Order and fails to cure such breach to Qwest's satisfaction within 30 days of written notice specifying the breach.

15.4 Transition.

On any termination of the Order, in whole or in part, Supplier will promptly (a) document in detail the status of any Purchases in progress, (b) at Qwest's option, either deliver to Qwest or destroy all Purchases in progress; (c) provide all assistance reasonably requested by Qwest in connection with the transition of Purchases to Qwest and/or its agents, and (d) promptly refund or credit, at Qwest's option, any pre-paid amounts thereunder.

15.5 Pre-Termination Obligations.

Expiration or termination of the Order will not relieve either party from its obligations arising thereunder prior to such expiration or termination.

16. DISPUTE RESOLUTION:

16.1 Negotiation Between Executives.

The parties will attempt in good faith to resolve any dispute arising out of or relating to the Order promptly by negotiation between executives who are at a higher level of management than the persons with direct responsibility for administration of the Order. Any party may give the other party written notice of any dispute not resolved in the normal course of business. Within 15 days after delivery of the notice, the receiving party will submit to the other a written response. The notice and the response will include (a) a statement of each party's position and a summary of arguments supporting that position and (b) the name and title of the executive who will represent that party and of any other person who will accompany the executive. Within 30 days after delivery of the disputing party's notice, the executives of both parties will confer at a mutually acceptable time, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one party to the other will be honored. All negotiations and documents exchanged pursuant to this clause are confidential and will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

16.2 Forum.

Any legal proceeding arising out of, or relating to, the Order will be brought in a United States District Court, or absent federal court jurisdiction, in a state court of competent jurisdiction, in the Denver, Colorado metropolitan area.

16.3 Waiver of Jury Trial and Class Action.

Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a trial by jury and any right to pursue any claim or action arising out of or relating to the Order on a class or consolidated basis or in a representative capacity.

16.4 Provision of Purchases.

Supplier agrees that in the event of any dispute between the parties, it will continue to provide Purchases without interruption.

17. SERVICES PROVISIONS:

These additional terms and conditions apply to Qwest's purchase of Services.

17.1 Supplier Personnel:

Supplier will be solely responsible for securing suitably trained and experienced personnel to perform Services under the Order. Supplier will enforce strict discipline and good order among its employees, agents and Subcontractors. Supplier will not permit employment of unfit persons or persons not skilled in tasks assigned to them. Qwest reserves the right to require replacement of any Supplier personnel performing Services for Qwest in the event that Qwest determines in its sole discretion that the presence or utilization of such personnel is detrimental to the performance of Services, in which case Supplier will promptly replace such personnel and arrange for a timely transfer of knowledge and information with minimum delay.

17.2 Drug Testing:

If requested by Qwest, Supplier will, at Supplier's expense, conduct drug testing of any Supplier personnel who perform work at Qwest's facilities. Such drug testing will comply with Qwest's policies as well as any applicable laws. Supplier will report the results of any such drug testing to Qwest within 10 days of Qwest's request.

17.3 Reports:

Supplier will submit, on a monthly basis, or such other frequency as specified by Qwest, reports containing such information as may be reasonably requested by Qwest, including but not limited to the status of progress to milestones specified in the Order and the cumulative amounts billed to Qwest under the Order.

17.4 Hours Reports.

Supplier and its agents and Subcontractors will track the number of regular and overtime hours worked monthly and the total year to date hours worked by their employees performing Services on Qwest premises. Supplier will keep track of all information required for IRS reporting purposes imposed upon Qwest, as notified by Qwest. At a minimum those requirements require that Supplier will notify Qwest if any of Supplier's or any Subcontractor's employees works 1,500 hours or more during a calendar year performing Services on or before March 15 of the calendar year following the calendar year to which the information relates.

17.5 Access to Premises:

(a) General Access.

Qwest will permit Supplier access to Qwest's facilities and, if applicable, the facilities of Qwest's customers and vendors, in connection with Supplier's performance of its obligations under the Order, if Supplier provides reasonable advanced written notice to Qwest. At Qwest's request, Supplier will furnish a personnel sheet containing the employee name, address, telephone number, job duties, key assignment and any other information Qwest deems necessary to safeguard its property and operations. Supplier will comply with Qwest's access policies and procedures.

(b) Plant Rules.

Supplier and Qwest, while on the premises of the other, shall comply with all plant rules and regulations, including the submission of satisfactory clearance from appropriate governmental regulations where required by governmental regulation.

17.6 Labor Relations:

(a) Responsibility for Labor Relations.

Supplier will be responsible for labor relations with labor organizations either representing or seeking to represent its employees. Supplier will enter into no contract that purports to obligate Qwest to Supplier's employees' union, either as successor or assignee of Supplier, or in any other way at any time. Supplier warrants that it is not a party to any existing union contract that purports to obligate Qwest with respect to any union contract.

(b) Working Environment; Notice of Actual or Potential Labor Disputes.

Supplier will maintain workable and harmonious relations with its employees, and between Supplier's employees and the employees of its Subcontractors and the employees of Qwest and building management. Whenever Supplier has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of the Services, Supplier will immediately give notice thereof to Qwest, including all relevant information.

17.7 Government Consultants:

To the extent applicable to the Services and to the extent required in accordance with current law, Supplier shall comply with the provisions of the attached **Exhibit OG** (Obligations of Government Contractors).

18. MISCELLANEOUS:

18.1 Compliance with Laws and Policies.

- (a) Supplier will obtain, at its expense, all permits and licenses, bonds, and other necessary legal authority, pay all fees, and comply with all federal, international (if applicable), state and local laws, ordinances, rules, regulations and orders applicable to Supplier or Supplier's performance hereunder including, the Communications Act and orders of the Federal Communications Commission. Supplier will give all required notices to governmental authorities, and will coordinate all necessary governmental inspections to avoid delays in the provision of the Purchases.
- (b) Supplier shall notify Qwest in writing if it, or any of its employees, agents or Subcontractors, believes that any part of the Purchases or any requirements contained in any of the Documentation violates any law.
- (c) If Purchases are performed by Supplier contrary to any federal, state or local law, statute, ordinance, building code, rule or regulation, Supplier will assume full responsibility for the consequences of the failure, whether caused by Supplier, its employees, agents or Subcontractors, and will bear all costs attributable thereto.
- (d) Supplier agrees to adhere to the Qwest Ethical Business Practices, or with Supplier's code of conduct or own similar standards. If any terms of the Qwest Ethical Business Practices conflict with the terms of this Agreement, the Agreement will prevail. The Qwest Ethical Business Practices may be found at <http://www.qwest.com/about/company/ethics/files/EthicsBrochure2007FINAL.pdf>.

18.2 Remedies.

No remedy specified in these Terms will limit Qwest's other rights and remedies arising in connection with the Order, at law or in equity.

18.3 Governing Law.

The Order will be governed by the laws of the State of Colorado without reference to its choice of law rules.

18.4 Records and Audits.

- (a) Supplier will maintain complete and accurate records with respect to the Purchases, including all charges associated with the Order and what portion of the Purchases was performed by Subcontractors (if any), in accordance with generally accepted accounting principles, for 72 months from the date of its termination or expiration. Qwest (or its designee) may inspect, audit and make copies of such records for Qwest's retention on reasonable notice. Any audit or inspection will be performed at Qwest's expense unless during the audit Qwest discovers a material non-compliance or discrepancy attributable to the Supplier in which event Supplier will reimburse Qwest for its Audit related expenses.
- (b) Supplier agrees to cooperate with any reasonable request from Qwest to preserve information and documents, whether in paper or electronic form, in the event that Qwest reasonably anticipates a dispute with a third party in which such information may be relevant to either side's claims or defenses or otherwise subject to discovery.

18.5 Assignment and Delegation.

- (a) The rights and obligations of each party will be binding upon and inure to the benefit of its

successors and permitted assigns. Except as provided herein, Supplier may not assign or delegate its rights or obligations under the Order, in whole or in part, without the prior written consent of Qwest. Any attempted assignment or delegation by Supplier without Qwest's prior written consent shall be null and void.

Qwest may assign the Order, in whole or in part, without the consent of Supplier: (a) to any Affiliates of Qwest, (b) in connection with any merger, consolidation, reorganization or sale of all or any part of its business or assets; or (c) as Qwest deems appropriate in connection with any regulatory requirements. Qwest may delegate its rights and obligations under the Order in whole or in part, without the consent of Supplier.

- (b) Supplier may make assignments limited solely to money due or to become due under the Order. Supplier will notify Qwest of any such assignment of money. It is expressly agreed that any such assignment of money will be void to the extent that it attempts to impose upon Qwest obligations to the assignee in addition to the payment of such money or in addition to those already contained in the Order. Any payment of money to an assignee will be subject to setoff and all other rights of Qwest contained in the Order.
- (c) Qwest plans to simplify its corporate structure in 2008, and therefore provides notice that in the future the Order, its exhibits, attachments, software and other licenses, trademarks, Confidential Information, Work Product, warranties, indemnifications and all other rights and obligations related to the Order will be assumed by Qwest Corporation or Qwest Communications Corporation, as applicable, by assignment, merger, operation of law or otherwise in one or more transactions.

18.6 Notices.

Any notices required or permitted under the Order will be sent to the addresses of the parties stated on the Order. Notice will be deemed given: (a) on the 1st day after deposit with an overnight courier, charges prepaid; (b) as of the day of receipt, if sent via first class U.S. Mail, charges prepaid, return receipt requested; and (c) as of the day of receipt, if hand delivered.

18.7 Advertising; Publicity.

Neither party will use the other party's names, marks, codes, drawings or specifications in any advertising, press release, promotional effort or publicity of any kind without the other's prior written permission.

18.8 Waiver.

Any waiver by either party of any rights hereunder or of a breach of any provision of the Order will not constitute a waiver of any other breach of that or any other provision of the Order. Any waiver must be in writing.

18.9 Interpretation.

The term "including" in these Terms means by way of example, not limitation. Headings and subheadings used in these Terms are for convenience only, and have no substantive meaning. These Terms will not be construed against the drafting party. Supplier has read and carefully considered these Terms, and agrees, after opportunity to consult with legal counsel, that these Terms are fair and reasonable.

18.10 Non-exclusive Agreement.

The Order is non-exclusive, and Qwest does not make any commitment for or guarantee any minimum or maximum amount of Purchases by Qwest. Qwest may perform work similar to that performed by Supplier itself, or may assign such work to other suppliers. In the event Supplier is performing Purchases in an area with Qwest's employees or other suppliers, Supplier will cooperate with such workers to assure an orderly, coordinated approach to the completion of the Purchases.

18.11 Joint and Several Liability.

When more than one entity is a party to the Order as Supplier, such parties agree to be jointly and severally liable for all obligations of Supplier hereunder.

18.12 Severability.

The determination that any provision of these Terms is invalid or unenforceable will not invalidate these Terms, and these Terms will be construed and performed in all respects as if such invalid or unenforceable provision was omitted insofar as the primary purpose of the Order is not frustrated.

18.13 Time of Essence.

Time is of the essence with respect to Supplier's obligations under the Order.

18.14 No Supplier Dependence.

Supplier acknowledges and agrees that Qwest is not responsible for knowing Supplier's dependence on revenues from sales to Qwest in proportion to Supplier's revenues from other customers, and Supplier agrees to release, hold harmless and indemnify Qwest from any and all claims and liabilities relating to Supplier's financial stability which may result from Qwest's termination of the Order for any reason whatsoever.

18.15 Force Majeure.

Neither party will be liable to the other party for any delay or interruption of performance resulting from causes beyond its reasonable control including, without limitation, extreme weather conditions, strikes, fires, embargoes, actions or civil or military law enforcement authorities, acts of god, or acts of legislative, judicial, executive, or administrative authorities; provided, that Supplier will avoid liability on account of a force majeure only if it provides written notice to Qwest within 3 calendar days after commencement of the delay or interruption explaining the cause and the result of the force majeure and if, unless elected otherwise by Qwest, Supplier restarts the Purchase immediately upon the cessation of the force majeure. Labor strike, material shortages and unavailability of money will not constitute force majeure. Upon any force majeure, Qwest may elect, at its sole option, to terminate the Order or to suspend the Purchases for the duration of the delay.

18.16 Value Engineering.

Supplier is encouraged to provide Qwest with variance/savings suggestions regarding improved methods and procedures that could provide specific savings, cost reductions, process improvements, and any other efforts that Supplier may identify to lower the total cost of the Purchases. Such suggestions will only be implemented if incorporated in a Change Order.

18.17 Discounts and Rebates:

All discounts, rebates, refunds, and returns from sale of surplus materials and equipment will accrue to the benefit of Qwest. To the extent any opportunity exists to obtain savings from discounts, rebates, refunds or returns, Supplier will inform Qwest of the details in a timely manner. Qwest will then evaluate the opportunity and decide whether or not to pursue the opportunity to obtain savings.

18.18 Survival.

The following provisions of these General Terms and Conditions regarding "Representations and Warranties"; "Confidential Information"; "Indemnification"; "Work Product; Documentation"; "Limitation of Liability"; "Dispute Resolution"; "Governing Law" and all others that by their sense and context are intended to survive the expiration of the Order will survive.

EXHIBIT LW-1
PROGRESSIVE LIEN WAIVER FORM

This Progressive Affidavit, Release and Lien Waiver is entered into with reference to that certain Order between the undersigned Contractor and Customer for construction related to the Project.

From: _____ (“Contractor”)
To: Qwest _____ (“Customer”)
Project: _____ (the “Project”)
Location of the Project: _____
Construction Order Number: _____ (the “Order”)

The undersigned, being first duly sworn, deposes and says that:

1. Contractor is the contractor for the performance of certain work and the furnishing of certain materials or supplies pursuant to the Order.
2. This instrument is delivered for the purpose of inducing and in consideration of the sum of \$ _____ (CURRENT AMOUNT REQUESTED AND ALL AMOUNTS PAID TO DATE, LESS RETAINAGE), and is subject only to collection of any check given as payment of such sum. Further, Contractor acknowledges that upon receipt of this payment, Contractor has been paid for all of the work performed under the Order (which includes all labor and materials furnished by or through Contractor for, on or to the Project) through the date hereof.
3. Contractor for itself, its successors, and on behalf of all persons able to claim through or under Contractor: (a) waives, relinquishes and releases all liens and right or claim to a lien for labor or materials furnished in the construction, improvement, alteration or repair involved in performance under the Order through _____, except for Retainage; (b) agrees to save Customer harmless from all liability, costs and expenses, including reasonable attorneys’ fees, to: (1) discharge (by bond or otherwise) or to defend suit to enforce, any mechanics’ or materialmen’s lien, claim to or right of action for such lien, which may be filed as a result of or in connection with any work performed at or materials furnished to the Project by, through or under Contractor or the Order through the date hereof; and (2) satisfy any claims or demands arising out of, due or which may be made, directly or indirectly attributable to the Order, any work performed or supplies furnished thereunder, or in furtherance of the construction or completion of the Order work; and (c) hereby releases the present and any future Customer, the Project and any lender who may now or hereafter have a security interest therein, from all claim, right or action, liability and lien which might accrue under the laws of the State in which the Project is located in connection with the Order or any labor or materials furnished by or through Contractor for, on or to the Project through the date hereof.
4. Contractor warrants and represents: (a) all materials delivered to the Project by or for Contractor are for use therein only; (b) Contractor has fully paid for all labor, materials, and all other expenses which Contractor has provided for the Project through _____; (c) title to all work, material and equipment covered by such payment, whether or not incorporated in the Project, has passed to Customer, free and clear of all liens and claims (including, without limitation, mechanics’ or materialmen’s liens and claims), security interests or encumbrances; (d) all taxes applicable to the materials furnished and the work performed under the Order have been fully paid; and (e) all laborers, mechanics, subcontractors, materialmen and suppliers for all work done and for all materials, machinery, equipment, fixtures, tools, scaffolding and appliances furnished for the performance of the Order and for any other indebtedness connected therewith for which Customer might be responsible have been paid in full.
5. It is acknowledged that the designation of the above Project constitutes an adequate description of the property and improvements for which the undersigned has received consideration for this instrument.

EXHIBIT LW-2
FINAL LIEN WAIVER FORM

This Final Affidavit, Release and Lien Waiver is entered into with reference to that certain Order between the undersigned Contractor and Customer for construction related to the Project.

From: _____ (“Contractor”)

To: Qwest _____ (“Customer”)

Project: _____ (the “Project”)

Location of the Project: _____

Construction Order Number: _____ (the “Order”)

The undersigned, being first duly sworn, deposes and says that:

1. Contractor is the contractor for the performance of certain work and the furnishing of certain materials or supplies pursuant to the Order.

2. This instrument is delivered in consideration of and for the purpose of inducing Customer to make final payment of \$ _____, and is subject only to collection of any check given as payment. Contractor acknowledges that upon receipt of this final payment, Contractor has been paid for all of the work performed under the Order (which includes all labor and materials furnished by or through Contractor for, on or to the Project).

3. Contractor for itself, its successors, and on behalf of all persons able to claim through or under Contractor: (a) waives, relinquishes and releases all liens and right or claim to a lien for labor or materials furnished in the construction, improvement, alteration or repair involved in performance under the Order; (b) agrees to save Customer harmless from all liability, costs and expenses, including reasonable attorneys’ fees, to: (1) discharge (by bond or otherwise) or to defend suit to enforce, any mechanics’ or materialmen’s lien, claim to or right of action for such lien, which may be filed as a result of or in connection with any work performed at or materials furnished to the Project by, through or under Contractor or the Order through the date hereof; and (2) satisfy any claims or demands arising out of, due or which may be made, directly or indirectly attributable to the Order, any work performed or supplies furnished thereunder, or in furtherance of the construction or completion of the Order work; and (c) hereby releases the present and any future Customer, the Project and any lender who may now or hereafter have a security interest therein, from all claim, right or action, liability and lien which might accrue under the laws of the State in which the Project is located in connection with the Order or any labor or materials furnished by or through Contractor for, on or to the Project through the date hereof.

4. Contractor warrants and represents: (a) all materials delivered to the Project by or for Contractor are for use therein only; (b) title to all work, material and equipment covered by such payment, whether or not incorporated in the Project, has passed to Customer, free and clear of all liens and claims (including, without limitation, mechanics’ or materialmen’s liens and claims), security interests or encumbrances; (c) all taxes applicable to the materials furnished and the work performed under the Order have been fully paid; and (d) all laborers, mechanics, subcontractors, materialmen and suppliers for all work done and for all materials, machinery, equipment, fixtures, tools, scaffolding and appliances furnished for the performance of the Order and for any other indebtedness connected therewith for which Customer might be responsible have been paid in full.

5. It is acknowledged that the designation of the above Project constitutes an adequate description of the property and improvements for which the undersigned has received consideration for this instrument.

6. The undersigned individual warrants and represents that he is duly authorized and empowered to

EXHIBIT SH
SAFETY AND HEALTH REQUIREMENTS

1. Safety, Health and Accident Reporting Requirements:

1.1 Reporting Requirements on Incidents.

Supplier will immediately report to Qwest any accidents, incidents, injury-inducing occurrences or property damage arising from performance of the Order to Qwest's authorized representative and the UNICall reporting system at 1-800-654-2525. The UNICall reporting system is available 24 hours a day. Accidents, injuries, and illnesses requiring medical attention other than first aid, damage to property of Qwest, and fires will be orally reported to Qwest at the time of the incident. Written reports will be submitted within 24 hours after each incident, by Supplier to all involved parties as required by applicable regulations, codes, and other requirements.

1.2 Copies of Reports; Compliance with Laws.

Supplier agrees to provide immediately, upon Qwest's request, copies of any reports and correspondence filed with Supplier's insurer or any other agencies or third party with respect to Supplier's performance of the Order. Supplier will maintain job site accident, injury and illness records and statistics as required by all applicable laws, statutes, ordinances, regulations, and codes; and such records and statistics will be available for inspection and copying by Qwest, to the extent permitted by law, and will be submitted to governmental agencies as required by law.

2. Inspection of Working Environments.

Supplier will inspect the working environments where its employees, agents, or Subcontractors are or may be present on Qwest's premises and will promptly take action to correct conditions under Supplier's direct control which cause or may reasonably be expected to cause these working environments to become an unsafe place of employment. Supplier will immediately notify Qwest of any unsafe conditions which Supplier discovers that are not under Supplier's direct control.

3. Safety Inspector.

Supplier will have a safety management program acceptable to Qwest. Upon Qwest's request, Supplier will provide the name and qualifications, for Qwest's approval, of its proposed safety inspector who will head Supplier's safety management program for the Project. Supplier's safety inspector will be responsible for ensuring compliance with Supplier's safety management plan, ensuring attendance by all Supplier's and its Subcontractors' personnel at railroad safety training classes, and enforcing compliance therewith in accordance with applicable railroad safety rules, requirements, laws, regulations, and codes.

4. Dangerous Situations, Remedial Action.

When the possibility of injury to persons or damage to property is anticipated, Supplier will take immediate remedial action, including the stoppage of Services where necessary, to prevent such injury or damage. Should Supplier encounter any unexpected hazardous, toxic, or other condition in furtherance of the Services, Supplier will immediately cease such activity and will notify Qwest, and will thereafter coordinate with Qwest in efforts to remedy such condition.

5. Environmental Matters:

5.1 General Obligations.

Supplier and its personnel and Subcontractors will conduct the Services in a safe manner. Supplier will furnish Qwest a written copy of its safety management practices which will include its quality control practices and take all necessary safety and other precautions to protect property and persons from damage, injury, or illness arising out of Supplier's performance of the Services.

5.2 Applicable Rules, Laws, and Regulations.

When performing or otherwise acting under the Order, Supplier will comply with:

- (a) all applicable federal, state and local laws, statutes and regulations, local ordinances, orders and other legal requirements, court orders, governmental or regulatory agency orders governing Hazardous Materials or safety, as amended from time to time, including those listed below;
- (b) all state and federal motor carrier safety regulations, including the DOT Hazardous Materials regulations;
- (c) all rules and regulations of Qwest applicable to the property on which Services are performed, including those involving the environment, health and/or safety (collectively “EHS Requirements”);
- (d) the Occupational Safety and Health Act of 1970, 29 U.S.C. §651 et seq.;
- (e) the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq.;
- (f) the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 USC 9601 et seq.;
- (g) the Toxic Substances Control Act of 1976, 15 U.S.C. §2601 et seq.;
- (h) the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq.;
- (i) the Clean Air Act, 42 U.S.C. §7401 et seq.; and
- (j) the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq.

In so agreeing, Supplier agrees to use reasonable commercial efforts to cause its employees, agents and Subcontractors to be competent in the practices applicable to the Services and are aware of all EHS Requirements that apply or relate to it activities under the Order and that it and its employees, agents and Subcontractors, prior to performing under the Order, have the training, experience and knowledge necessary to comply with all applicable EHS Requirements.

5.3 Definition of Hazardous Materials.

“Hazardous Materials” means any hazardous, radioactive, or toxic substance, material or waste defined or regulated as such in or under any environmental, health or safety law including without limitation, asbestos, and those hazardous materials, substances, and wastes defined as such by the United States Department of Transportation, Occupational Safety and Health Administration, Environmental Protection Agency or the Nuclear Regulatory Commission through their enabling statutes, or regulations, orders or rules.

5.4 Material Safety Data Sheets.

Supplier will furnish Qwest with Material Safety Data Sheets that comply with laws and other environmental compliance data requested by Qwest.

5.5 Particular Care in Certain Circumstances.

Supplier will take particular care to avoid coming into contact with any water, sewer, steam, gas, fuel, or other pipe lines, mains or service pipes, electrical, communications, other energy transmission conduits, cables, wires, or service connections, other private, utility, or governmental facilities, and any hazardous, toxic, or dangerous condition or thing, whether they are located upon, below, or above the ground surface.

5.6 Notification Obligations.

(a) Reporting. If hazardous substances of a type of which an employer is required by law to notify its employees are being used on the site by Supplier, a Subcontractor or anyone directly or indirectly employed by them, Supplier will, prior to harmful exposure of any employees on the site to such substance, give both immediate oral notice and follow up written notice of the chemical composition thereof to Qwest in sufficient detail and time to permit compliance with such laws by Qwest and other suppliers on the site, and to the extent Material Safety Data Sheets exist, they will also be provided.

(b) Warning Devices. Supplier will be responsible for, at Supplier’s expense, the provision of all

necessary warning devices, barricades, flaggers, and uniformed patrolmen as are necessary to safely perform and protect the Services. Supplier will be responsible for, at Supplier's expense, determination of necessity, and provision of, security to protect materials, Services in progress, or finished Services.

(c) Written Notice on Asbestos, Lead, and PCBs. Qwest will notify Supplier in writing prior to the start of Services (and during performance if discovered at that time) of the existence and/or location of any known, suspected or presumed asbestos containing materials, lead or polychlorinated biphenyl ("PCB"). In the event Supplier encounters on the site material reasonably believed to be asbestos, lead, or PCB, or other potentially dangerous substance, which has not been rendered harmless, Supplier will immediately stop work in the area affected and report the condition to Qwest in writing. Services in the affected area will resume in the absence of such substances, or when it has been rendered harmless. In case of dispute, the federal, state or local authorities with jurisdiction over the matter will have the right to determine whether Services should resume and will so state in writing.

(d) Federal Motor Carrier Safety Regulations. Supplier will comply with applicable provisions of 49 CFR 390-399, the Federal Motor Carrier Safety Regulations, in transportation of materials including, but not limited to regulations which apply to securing of equipment for transport, marking and placarding of transport vehicles and regulations governing driver qualifications. If applicable, Supplier will comply with the requirements of the drug testing, education and training program imposed upon operators of commercial vehicles by the Department of Transportation pursuant to 49 CFR Parts 391 and 394.

(e) Notification of Non-compliance and Indemnification. Supplier will immediately remedy any noncompliance and indemnify and hold Qwest harmless from any claims, liabilities and damages, including but not limited to attorneys' fees, costs of defense, clean up costs, response costs, costs of corrective action, costs of financial assurance, and/or natural resource damages, that may arise, or be imposed on, be incurred by, be asserted against or be sustained by Qwest by reason of Supplier's failure to comply with this Exhibit.

5.6 OSHA Requirements.

The safety and health of Supplier's and any Subcontractor's employees and agents brought on Qwest's premises shall be the sole responsibility of Supplier. Supplier will comply with all applicable provisions of local, state, and federal laws, regulations and orders affecting safety and health, including but not limited to the Occupational Safety and Health Act of 1970 (hereinafter collectively referred to as "the OSHA"). All Services performed will be such that when performed or completed, they are in compliance with the OSHA and other laws, regulations, rules and standards relating to safety. Supplier will be solely responsible for any violation of the OSHA by it or its Subcontractors, will immediately remedy any conditions giving rise to such violations, and shall defend and hold Qwest harmless from any penalty, fine, or liability in connection therewith. Supplier is expressly authorized to correct any violations of the OSHA that come to its attention where said violations are within the scope of the Services. Upon request of Qwest, Supplier will provide Qwest with written assurances that Supplier and its Subcontractors have a written safety plan in effect and the OSHA training appropriate for the Services has been conducted for Supplier and its Subcontractors. Supplier will be responsible for coordinating its safety plan with its Subcontractors, other suppliers and Qwest, where appropriate. This clause will appear in all of Supplier's subcontracts: "While working on Qwest's premises, Supplier agrees that it and its Subcontractors shall give access to the authorized representatives of the Secretary of Labor or any state or local official for the purpose of inspecting, investigating, or carrying out any duties under the OSHA at Qwest premises or facilities and Supplier will immediately notify Qwest prior to allowing access to Qwest premises or facilities."

5.7 Subcontractor Requirements.

Supplier agrees that if any of the Services to be performed under the Order are subcontracted, the requirements of this Exhibit will be incorporated into a written agreement executed between Supplier and the Subcontractor.

EXHIBIT OG

OBLIGATIONS OF GOVERNMENT CONTRACTORS

During the performance of the Order, Supplier shall comply, to the extent applicable to the Services, with the following: Executive Order No. 11246; Executive Order No. 11625; Executive Order No. 12138; Executive Order No. 11701; Executive Order No. 11758; Section 503 of the Rehabilitation Act of 1973 as amended by P193516; Vietnam Era Veteran's Readjustment Assistance Act of 1974; and the rules, regulations and relevant orders of the Secretary of Labor pertaining to the Executive Orders and statutes listed above, all as amended, or supplanted. To the extent that new or different obligations are imposed on government contractors, Supplier shall comply with those. Qwest makes no representations that the information contained in this Exhibit is up to date.

Monetary amounts of contractual or purchasing relationships and the number of Supplier's employees determine which Executive Order provisions are applicable. The following clauses shall be considered a part of the Order to the extent that they are applicable.

Clause

Annual Contract Value	1	2	3	4	5	6	7	8	9	10	11
\$2,500 to \$10,000									x		
\$10,000 to \$50,000	x	x			x	X	x	x	x	x	
\$50,000 to \$500,000	x	x		x(b)	x	X	x	x	x	x	x(c)
\$500,000 to \$1,000,000	x	x	x(a)	x(b)	x	X	x	x	x	x	x(c)
\$1,000,000 or More	x	x	x(a)	x(b)	x	X	x	x	x	x	x(c)

- (a) Applies only for businesses with 50 or more employees and federal contract of \$500,000.
- (b) Applies only for business with 100 or more employees and an Order of \$50,000 or more.
- (c) Applies only if the Order exceeds \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act of the Federal Water Pollution Control Act and is listed by the EPA.

1. Equal Employment Opportunity Provisions. In accordance with Executive Order 11246 dated September 24, 1965, as amended, and Part 60 1 of Title 41 of the Code of Federal Regulations (Public Contracts and Property Management, Office of Federal Contract Compliance, Obligations of Contractors and Subcontractors), as amended, the parties incorporate herein by this reference the regulations and contract clauses required by those provisions to be made a part of government contracts and subcontracts.

2. Certification of Non-segregated Facilities. Supplier certifies that it does not and will not maintain any facilities it provides for its employees in a segregated manner or permit its employees to perform their services at any location under its control, where segregated facilities are maintained, and that it will obtain a similar certification prior to the award of any nonexempt subcontract.

3. Certification of Affirmative Action Program. Supplier certifies that it has developed and is maintaining an Affirmative Action Plan as required by Part 60 2 of Title 41 of the Code of Federal Regulations.

4. Certification of Filing of Employers Information Reports. Supplier shall file annually on or before the 31st day of March complete and accurate reports on Standard Form 100 (EEO 1) or such forms as may be promulgated in its place.

5. Utilization of Minority and Women's Business Enterprises.
 a) It is the policy of the government that minority and women's business enterprises shall have the maximum practicable opportunity to participate in the performance of government contracts.

b) Supplier shall use its best efforts to carry out this policy in the award of its subcontracts to the fullest extent consistent with the efficient performance of the Order. As used herein "minority business enterprise" means a business at least 50% of which is owned, controlled and operated by minority group members, or in the

case of publicly owned business at least 51% of the stock of which is owned by minority group members. A women's business enterprise means a business which is 51% owned, controlled and operated by women. For the purpose of this definition, minority group members are Blacks, Hispanics, Asian Pacific Islanders, American Indians and Alaskan Natives. Supplier may rely on written representation by subcontractors regarding their status as minority or women's business enterprises in lieu of an independent investigation.

6. Utilization of Labor Surplus Area Concerns.

a) It is the policy of the government to award contracts to labor surplus area concerns that agree to perform substantially in labor surplus areas where this can be done consistent with the efficient performance of the Order and at prices no higher than are obtainable elsewhere. Supplier shall use its best efforts to place its subcontracts in accordance with this policy.

b) In complying with paragraph a) of this clause and with paragraph b) of Clause 10 ('Utilization Of Small Business Concerns) Supplier in placing its subcontracts shall observe the following order of preference:

- (1) small business concerns that are labor surplus area concerns;
- (2) other small business concerns; or
- (3) other labor surplus area concerns.

"Labor surplus area," means a geographical area identified by the Department of Labor as an area of concentrated unemployment, underemployment or an area of labor surplus. "Labor surplus area concern" means a concern that Supplier together with its first-tier subcontractors will perform substantially in labor surplus areas. "Perform substantially in labor surplus area" means that the costs incurred on account of manufacturing, production or appropriate services in labor surplus areas exceed 50% of the Order price.

7. Minority and Women's Business Enterprises and Labor Surplus Area Subcontracting Program.

a) Supplier shall establish and conduct a program which will enable minority and women's business enterprises, as defined in Clause 5 ("Utilization Of Minority And Women's Business Enterprises"), to be considered fairly as subcontractors and suppliers under the Order and which will encourage labor surplus area concerns, as defined in Clause 6 ("Utilization Of Labor Surplus Area Concerns") to compete for subcontracts within their capabilities. In this connection Supplier shall:

(1) designate a liaison officer who will: (i) maintain liaison with duly authorized representative of the government of labor surplus area matters; (ii) supervise compliance with the Utilization of Labor Surplus Area Concerns clause; and (iii) administer Supplier minority and women's business enterprises and labor surplus area programs.

(2) provide adequate and timely consideration of the potentialities of known minority and women's business enterprises and of known labor surplus area concerns in all "make or buy" decisions.

(3) assure that known minority and women's business enterprises and known labor surplus area concerns will have an equitable opportunity to compete for subcontracts, particularly by arranging solicitations, time for preparation of bids, quantities, specifications and delivery schedules so as to facilitate the participation of minority and women's business enterprises and labor surplus area concerns.

(4) maintain records showing: (i) procedures which have been adopted to comply with the policies set forth in this clause including the establishment of a source list of minority and women's business enterprises and reports of subcontract awards to labor surplus area concerns; (ii) awards to minority and women's business enterprises on the source list (awards to women's firms listed by minority and non-minority); and (iii) specific efforts to identify and award contracts to minority and women's business enterprises.

(5) include the utilization of Minority and Women's Business Enterprises and the Labor Surplus Area Concerns clauses in subcontracts which offer substantial minority and women's business enterprises and labor surplus area subcontracting opportunities.

(6) cooperate with the government's contracting officer in any studies and surveys of Supplier's minority and women's business enterprises procedures and practices that the contracting officer may from time to time conduct.

(7) submit periodic reports of subcontracting to known minority and women's business enterprises with respect to the records referred to in subparagraph (4) above, in such a form and manner and at such time (not more often than quarterly) as the contracting officer may prescribe.

b) Supplier shall insert in any subcontract hereunder which may exceed \$500,000 (or with regard to WBE, \$1,000,000 in the case of contracts for the construction of any public facility and which offer substantial

subcontracting possibilities) provisions which shall conform substantially to the language of this arrangement, including this paragraph b).

8. Special Disabled Veterans and Veterans of the Vietnam Era Affirmative Action and List of Employment Openings for Veterans. In accordance with Executive Order 11701, dated January 24, 1973, 38 U.S.C. § 2012 and Part 60 250 of Title 41 of the Code of Federal Regulations, as may be amended from time to time, the parties incorporate herein by this reference the regulations and contract clauses required by those provisions to be made a part of government contracts and subcontracts.

9. Employment of the Handicapped. In accordance with Executive Order 11758, dated January 15, 1974, and Part 60 741 of Title 41 of the Code of Federal Regulations as may be amended from time to time, the parties incorporate herein by this reference the regulations and contract clauses required by those provisions to be made a part of government contracts and subcontracts.

10. Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals.

a) It is the policy of the United States that small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals shall have the maximum practicable opportunity to participate in the performance of contracts let by the Federal agency.

b) Supplier hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with the efficient performance of the Order. Supplier further agrees to cooperate in any studies or surveys as may be conducted by the Small Business Administration or the contracting agency which may be necessary to determine the extent of Supplier's compliance with this clause.

c) (1) As used in this Exhibit the term "small business concern" shall mean a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

(2) The term "small business concern owned and controlled by social and economically disadvantaged individuals" means a small business concern:

(i) which is at least 51% owned by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more socially and economically disadvantaged individuals; and

(ii) whose management and daily business operations are controlled by one or more of such individuals. Supplier shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans and other minorities or any other individual found to be disadvantaged by the Small Business Administration pursuant to Section 8(a) of the Small Business Act.

(3) Supplier acting in good faith may rely on written representation by their subcontractors regarding their status as a small business concern or a small business concern owned and controlled by socially and economically disadvantaged individuals.

11. Clean Air and Water. Supplier agrees as follows:

a) Supplier shall comply with all the requirements of Section 114 of the Clean Air Act as amended (42 U.S.C. § 1857, et seq., as amended by Pub L 91 604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. § 1251, et seq., as amended by Pub L 92 500), respectively, relating to inspections, monitoring, entry reports, information, as well as other requirements specified in Section 114 and Section 30 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued there under before the commencement of the Order.

b) Supplier agrees that no portion of the work required by the Order will be performed at a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when the Order was commenced unless and until the EPA eliminates the name of such facility or facilities from such listing.

c) Supplier shall use its best efforts to comply with clean air standards and clean water standards at the facility in which the Order is being performed.

d) Supplier agrees to insert the substance of the provisions of this clause into any nonexempt subcontract.