

**QWEST CORPORATION INTERSTATE PRIVATE LINE AND ADVANCED NETWORK SERVICES AGREEMENT
FOR MONTH-TO-MONTH SERVICE**

This interstate agreement ("Agreement") is entered into between Qwest Corporation, including its subsidiaries El Paso County Telephone Company and Malheur Home Telephone Company ("QC" or "Qwest") and Customer. "Customer" means a customer that previously purchased one or more of the Services under the FCC1 Tariff that was either month-to-month as of April 15, 2009 or that will go month-to-month after April 15, 2009. This Agreement is effective on the later of: (a) April 15, 2009, or (b) the date on which Customer's term plan ends and Service goes month-to-month. Qwest Services are available only in Qwest's local service areas in the following states: Arizona, Colorado, Idaho, Iowa, Minnesota, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington, and Wyoming. Each Qwest entity is responsible only for providing Service in its respective territory, and in no case will one Qwest entity be liable to Customer for actions or failures of another Qwest entity. Customer is encouraged to contact a Qwest representative and request an Agreement that will move any month-to-month Service covered under this Agreement to a term plan.

1. Services. Qwest will continue to provide Customer's existing month-to-month services ("Service(s)") under the terms set forth in this Agreement and the service exhibits ("Service Exhibits"). Customer understands this Agreement is for Qwest interstate private line and advanced network services capable of transmitting 200 Kbps or greater in each direction and listed below. Services that are lower than 200 Kbps must be purchased under separate contract or tariff. Customer agrees that it will not resell the Services and that its use of the Services will comply with all applicable laws. The following online Service Exhibits are part of this Agreement. Customer should refer to the applicable online exhibits.

Asynchronous Transfer Mode ("ATM")
Local Area Network Switching Service ("LSS")
GeoMax[®] Service
Self-Healing Network Service ("SHNS")

Frame Relay ("FR")
Qwest Metro Optical Ethernet or QMOE[®] ("QMOE") Service
HDTV-NET
Synchronous Service Transport ("SST")

1.1 Jurisdiction. Customer understands that Service is an interstate telecommunications service, as defined by Federal Communications Commission regulations and represents that more than 10% of its usage will be interstate usage.

1.2 Service Changes. Customer must sign a new agreement covering the Services under this Agreement if Customer requests new Service or additions or changes to the existing Services offered under this Agreement.

1.3 Service Interruptions. Service interruption means a total disruption of the Service subject to restrictions and exclusions outlined in an SLA or in the RSS. Services with a Service-specific SLA are subject to the credit for service interruptions contained in the applicable SLA posted at and described in the RSS posted at www.qwest.com/legal. Services without a Service-specific SLA are subject to the credit for service interruptions contained in the RSS. The credits outlined in the SLAs or RSS are Customer's sole and exclusive remedy for interruptions of any kind to the Service. Qwest may, from time to time, suspend Service for routine maintenance or rearrangement of facilities or equipment. Qwest will give advance notification of any such suspension of Service. Such suspension of Service is not considered an out-of-service condition unless Service is not restored by the end of the period specified in the notification.

1.4 Customer Responsibilities. Customer is responsible for the following:

(a) Access. Customer will provide prompt access to its premises to Qwest authorized personnel and other authorized parties, responding to Service restoration, equipment failure, maintenance, or other relevant situations.

(b) On-Site Operations. All Customer operations concerning Service at Customer's premises will be performed at Customer's expense, and Customer will be required to conform to all applicable specifications that Qwest may adopt as necessary to maintain Service. Any special structural work required for supporting telecommunications facilities needed to provide Service on Customer's premises will be provided only at Customer's expense.

(c) Customer will properly use the Service. Customer will not itself or permit others to use the Service in ways it is not intended or alter, tamper with, adjust, or repair the Service.

(d) Licenses; Dispatch Fee.

(i) If Qwest must access a building that houses Customer's premises to install, operate, or maintain Service or associated Qwest equipment, Customer will provide or secure, at Customer's expense, the following items: (a) appropriate space and power; and (b) rights or licenses. These items may include, for example, rights to use or install pathways, shafts, risers, conduits, telephone closets, interior wiring, service areas, racks, cages, and utility connections or entries required to reach point of termination.

(ii) Any facility or equipment repairs on Customer's side of the Demarcation Point are Customer's responsibility. If Customer requests a technician visit for a problem that Qwest determines: (a) not to be caused by Qwest facilities or equipment on the Qwest side of the Demarcation Point; or (b) is on Customer's side of the Demarcation Point, Qwest will assess a separate dispatch fee. Qwest will notify Customer and obtain Customer's authorization of charges before dispatching a technician. Any requested repairs of Customer facilities and/or equipment are not included in the dispatch fee and will be charged on a time and materials basis.

(iii) If a service interruption occurs due to Customer's failure to fulfill the obligations in this section, Qwest will be exempt from meeting the specified SLAs for that service interruption.

2. Agreement Term. This Agreement will remain in effect as long as any Service is offered under it ("Agreement Term"). Should all Services under the Agreement expire or terminate as contemplated by Termination section of this Agreement, then this Agreement will terminate.

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3. Payment. Customer must pay Qwest all Rates and other charges by the due date on the invoice. Rates are subject to change and changes are effective when posted in the RSS. Qwest will provide Customer with notice of Rate changes. Any amount not paid when due will be subject to a late payment charge of the lesser of 1.5% per month or the maximum rate allowed by law. Customer must also pay Qwest any applicable Taxes assessed in connection with Customer's Services. Taxes are subject to change. Qwest may reasonably modify the payment terms or require other assurance of payment based on Customer's payment history or a material and adverse change in Customer's financial condition.

4. Disclaimer of Warranties. EXCEPT FOR EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT OR IN A SERVICE EXHIBIT, QWEST DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SERVICE EXHIBIT, OR DETAILED DESCRIPTION, CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICES.

5. Limitation of Liability.

5.1 REGARDLESS OF THE LEGAL THEORY UNDER WHICH LIABILITY IS ASSERTED, NO PARTY, ITS AFFILIATES, AGENTS, OR CONTRACTORS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, RELIANCE, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR FOR ANY COSTS OF COVER OR LOST PROFITS, REVENUES, OR DATA RELATING TO THE SERVICES OR THIS AGREEMENT. FOR ANY SERVICE-QUALITY CLAIM BY CUSTOMER THAT ARISES FROM A FAILURE TO MEET THE APPLICABLE SERVICE LEVELS SET FORTH IN AN SLA (OR IN THE RSS FOR SERVICES THAT DO NOT HAVE AN SLA), THE REMEDIES SPECIFIED IN THE SLA OR RSS ARE CUSTOMER'S EXCLUSIVE REMEDY FOR SUCH CLAIMS. FOR A SERVICE-QUALITY CLAIM NOT COVERED BY AN SLA (OR BY THE RSS FOR SERVICES THAT DO NOT HAVE AN SLA), QWEST'S ENTIRE LIABILITY FOR SUCH A CLAIM WILL BE LIMITED TO THE TOTAL MRCs PAID BY CUSTOMER TO QWEST FOR THE AFFECTED SERVICE IN THE ONE MONTH IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CLAIM. EACH PARTY'S TOTAL AGGREGATE LIABILITY RELATED TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL MRCs PAID BY CUSTOMER TO QWEST UNDER THIS AGREEMENT IN THE ONE MONTH IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CLAIM (EACH "DAMAGE CAP"). This limitation of liability and Damage Cap will not apply to a party's indemnification obligations or Customer's payment obligation for charges under this Agreement, (e.g., Service charges, Taxes, interest, shortfall charges, early Termination Charges, and cancellation charges).

5.2 Any claim relating to this Agreement must be brought within two years after the claim arises.

6. Personal Injury, Death, and Property Damage. 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.

7. Indemnification. Each party will defend and indemnify the other, their 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 indemnifying party, unless stated otherwise in a Service Exhibit. Customer will also defend and indemnify Qwest, its Affiliates, agents, and contractors against all third party claims, liabilities, costs, and expenses, including reasonable attorneys' fees, related to the modification or resale of the Services by Customer or End Users.

8. Term; Termination. This Agreement is Effective on April 15, 2009 and will remain in effect for as long as Customer has month-to-month Service under this Agreement. Month-to-month Services with a Minimum Service Period are subject to a Termination Charge outlined in a Service Exhibit, if terminated prior to the expiration of the Minimum Service Period. Either party may terminate this Agreement and all Service by providing 30 days' written notice to the other party. Cause to terminate the entire Agreement for Service-related claims will exist only if Customer has Cause to terminate all or substantially all of the Services under the applicable SLA, Service Exhibit, or RSS. If Customer terminates this Agreement for Convenience or Qwest terminates it for Cause, then Customer will pay to Qwest the Termination Charges set forth in the applicable Service Exhibit(s), if any.

9. Confidentiality; Publicity. Neither Qwest nor Customer will, without the prior written consent of the other: (a) disclose any of the terms of this Agreement or use the name or marks of the other party or its Affiliates; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, this Agreement) the Confidential Information of the other party. Each party will use reasonable efforts to protect the other's Confidential Information, and will use at least the same efforts to protect such Confidential Information as the party would use to protect its own. Qwest's consent may only be given by its Legal Department. A party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under this Agreement, provided that the disclosing party gives the non-disclosing party reasonable prior written notice.

10. CPNI. Qwest is required by law to treat CPNI confidentially. Customer agrees that Qwest may share CPNI within its business operations (e.g., wireless, local, long distance, and broadband services divisions), and with businesses acting on Qwest's behalf, to determine if Customer could benefit from the wide variety of Qwest products and services, and in its marketing and sales activities. Customer may withdraw its authorization at any time by informing Qwest in writing. Customer's decision regarding Qwest's use of CPNI will not affect the quality of service Qwest provides Customer.

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11. Governing Law; Dispute Resolution.

11.1 Governing Law; Forum. Colorado state law, without regard to choice-of-law principles, governs all matters relating to this Agreement. Any legal proceeding relating to this Agreement will be brought in a U.S. District Court, or absent federal jurisdiction, in a state court of competent jurisdiction, in the location of the party to this Agreement not initiating the action, as indicated in the Notices section. But Qwest may, at its discretion, initiate proceedings in Denver, Colorado to collect undisputed amounts billed. This provision is not intended to deprive a small claims court or state agency of lawful jurisdiction that would otherwise exist over a claim or controversy between the parties.

11.2 Waiver of Jury Trial and Class Action. Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a jury trial and any right to pursue any claim or action relating to this Agreement on a class or consolidated basis or in a representative capacity.

12. Notices.

12.1 Required Notices. Customer's current address, facsimile number, and person designated for notices are as shown in Qwest's records. Customer must contact their Qwest representative if their notice information changes. Unless otherwise provided in this Agreement, all required notices to Qwest must be in writing, sent to 1801 California St., #900, Denver, CO 80202; Fax: 888-778-0054; Attn.: Legal Dep't., and to Customer at its then-current address as reflected in Qwest's records; Attn.: General Counsel or other person designated for notices. Unless otherwise provided in this Agreement or in a Service Exhibit all notices will be deemed given: (a) when delivered in person to the recipient named above; (b) three business days after mailed via regular U.S. Mail; (c) when delivered via overnight courier mail; or (d) when delivered by fax if duplicate notice is also sent by regular U.S. Mail.

12.2 Service Termination Notices. Customer must call the customer care number specified on Customer's invoice to provide notice of termination.

13. Assignment. Either party may assign this Agreement without the other party's prior written consent: (a) in connection with the sale of all or substantially all of its assets; (b) to the surviving entity in any merger or consolidation; (c) to an Affiliate; or (d) to satisfy a regulatory requirement imposed upon a party by a governmental body with appropriate authority; provided such party gives the other party 30 days' prior written notice of such assignment. Any assignee of the Customer must have a financial standing and creditworthiness equal to or better than Customer's, as reasonably determined by Qwest, through a generally accepted, third party credit rating index (i.e. D&B, S&P, etc.). Any other assignment will require the prior written consent of the other party. But Customer may not assign this Agreement or any Service to a reseller or a telecommunications carrier under any circumstances.

14. General. This Agreement is intended solely for Qwest and Customer, and not to benefit any other person or entity (e.g., End Users). If any term of this Agreement is held unenforceable, that term will be construed as nearly as possible to reflect the original intent of the parties and the remaining terms will remain in effect. Except for time requirements as specifically stated in a Service Exhibit or SLA (or in the RSS for Services that do not have an SLA), 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 under this Agreement. All terms of this Agreement that should by their nature survive the termination of this Agreement will so survive. Except for Rates, which are addressed in the Payment section of this Agreement, if a conflict arises 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: Agreement, Service Exhibit, RSS, any Order Form, Qwest records, and if applicable, Qwest Tech Pubs. 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. Except for Service modifications initiated by Qwest or as set forth in a Service Exhibit, Qwest will provide Customer with 45 days' notice of changes to this Agreement or a Service Exhibit and Customer's continued use of the Service after such notification will constitute acceptance of the changes. However, any change in Rates, charges, or regulations mandated by the legally constituted authorities will act as a modification of any contract to that extent without further notice. Customer represents that acceptance of this Agreement is not in conflict with any laws, charters, bylaws, articles of association, or agreements to which Customer is bound or affected. Qwest may act in reliance on any instruction of Customer's reasonably believed by Qwest to be genuine.

15. Entire Agreement. This Agreement, any applicable Service Exhibit, the RSS, Tech Pubs, and Qwest-accepted Order Forms constitute the entire agreement between the parties and supersede all prior oral or written agreements or understandings relating to this subject matter.

16. Definitions.

"Affiliate" means any entity controlled by, controlling, or under common control with a party.

"Cause" means the failure of a party to perform a material obligation under this Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from Qwest of such default; or (b) for any other material breach, within 30 days of written notice (unless a different notice period is specified in this Agreement).

"Confidential Information" means any information that is not generally available to the public, whether of a technical, business, or other nature, (including Customer information or CPNI), and that: (a) the receiving party knows or has reason to know is confidential, proprietary, or trade secret information of the disclosing party; and/or (b) is of such a nature that the receiving party should reasonably understand that the disclosing party desires to protect such information against unrestricted disclosure. Confidential Information will not include information that is in the public domain through no breach of this Agreement by the receiving party or is already known or is independently developed by the receiving party.

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"Convenience" means any reason other than Cause.

"CPE" means any customer premises equipment, software, and/or other materials used in connection with the Service.

"CPNI" means Customer Proprietary Network Information, which includes confidential account, usage, and billing-related information about the quantity, technical configuration, type, destination, location, and amount of use of a customer's telecommunications services. CPNI reflects the telecommunications products, services, and features that a customer subscribes to and the usage of such services, including call detail information appearing in a bill. CPNI does not include a customer's name, address, or telephone number.

"Demarcation Point" means the Qwest designated: (a) physical interface between the Qwest Domestic Network and Customer's telecommunications equipment; or (b) physical interface between a third-party carrier connecting the Qwest Domestic Network to Customer's telecommunications equipment. "Qwest Domestic Network" means the Qwest operated facilities located within Qwest's 14-state local service area (those states are listed in the opening paragraph of this Agreement) and which consists of transport POPs, physical media, switches, circuits and/or ports that are operated solely by Qwest.

"End User" means Customer's members, end users, customers, or any other third parties who use or access the Services or the Qwest network via the Services.

"Force Majeure Event" means an unforeseeable event beyond the reasonable control of that party, including without limitation: act of God, fire, flood, labor strike, sabotage, cable cut not caused by Qwest, acts of terror, material shortages or unavailability, government laws or regulations, war or civil disorder, or failures of suppliers of goods and services.

"Minimum Service Period" means 12 months following the Service Acceptance Date, as evidenced by Qwest records. In the case of Frame Relay, this means 6 months following the Service Acceptance Date.

"MRC" means monthly recurring charge.

"NRC" means nonrecurring charge.

"Rates" means the RSS month-to-month MRCs and NRCs for the Service.

"Regulatory Activity" is a regulation or ruling, including modifications thereto, by any regulatory agency, legislative body or court of competent jurisdiction. Qwest reserves the right to amend, change, withdraw or file additional RSS in its sole discretion, with such updated RSS effective upon posting or upon fulfillment of any necessary regulatory requirements.

"RSS" means Qwest's Rates and Services Schedule incorporated by this reference and posted at:
http://tariffs.qwest.com:8000/idc/groups/public/documents/rss/htmltoc_qc_rss1.htm.

"Service Acceptance Date" means the date Customer accepts the Service and billing commences, as evidenced by Qwest records.

"Service Due Date" means the date Qwest makes the Service available to Customer for testing.

"SLA" means the service level agreement for each Service, if applicable, located at <http://www.qwest.com/legal/sla.html>; SLAs are subject to change. Each SLA provides Customer's sole and exclusive remedy for Service interruptions or Service deficiencies of any kind whatsoever for the applicable Service. Not all Services have a Service-specific SLA.

"SONET" means Synchronous Optical Network.

"Taxes" means foreign, federal, state, and local excise, gross receipts, sales, privilege, or other tax (other than net income) now or in the future imposed by any governmental entity (whether such Taxes are assessed by a governmental authority directly upon Qwest or the Customer) attributable or measured by the sale price or transaction amount, or surcharges, fees, and other similar charges, which are required or permitted to be assessed on the Customer.

"Tech Pub" means each technical publication specific to a service, all of which are located at <http://www.qwest.com/techpub/> and subject to change. Each Qwest Service Exhibit stipulates the Tech Pub that applies to that service, if any.

"Termination Charge" means the termination charges detailed in the Service Exhibits.