

## **QWEST LONG DISTANCE SERVICE AGREEMENT (Business Services)**

Thank you for selecting Qwest as your provider of presubscribed state-to-state and/or international long distance business services ("Service"). The term "Service" also includes any additional features and business services that you may purchase (and if applicable Intrastate Services as described below). By using your Service, you agree to these terms and conditions ("Agreement"). If you do not agree, please call Qwest promptly at 1-800-603-6000 to cancel your Service.

This Agreement incorporates by reference the Qwest Rates and Services Schedules ("Rate and Service Schedule") located on Qwest's website (<http://www.qwest.com>) and at its headquarters, 1801 California Street, Denver, CO 80202) and any applicable State Rate Schedule for Intrastate Services, all of which may be modified from time to time as specified in these documents or as permitted by law. Certain initial service terms and some other services may be governed by Qwest tariffs filed with the Federal Communications Commission ("FCC") or appropriate state commission.

This Agreement also governs intrastate or in state long distance service ("Intrastate Services"), and the defined term "Service" includes Intrastate Services provided by Qwest; however, the rates, charges, and any separate provision applicable only to Intrastate Services are contained in a State Rate Schedule, also located on Qwest's website and headquarters. This Agreement does not apply to Intrastate Services where (i) prohibited by law, (ii) it conflicts with tariffs/price lists/catalog pages that are effective with respect to Intrastate Services, or (iii) a separate contract with Qwest applies to the Intrastate Services; however at such time, if ever, that (i), (ii) or (iii) cease to apply, then this Agreement will automatically and without further notice apply to such Intrastate Services.

**Service Usage** You are responsible for all usage and associated fees for the Service you have ordered, whether or not you have authorized such usage. The Service is provided only for your use, and you may not resell, assign, or transfer your rights associated with the Service without prior written consent from Qwest; however, the Service may be used for the transmission of communications by you or someone that you authorize to use it.

**Restriction on Use of Service** You may not use the Service in a manner that violates federal, state or local laws and rules, or in a manner that interferes or could interfere with services provided to others or that could harm Qwest's facilities. If you suspect fraudulent or unlawful use of your Service, please contact Qwest immediately at 1-800-603-6000.

**Suspension/Termination of Service** Subject to any service period and/or charges for termination/early termination; you may terminate the Service upon reasonable notice to Qwest. Qwest may suspend or terminate the Service with or without notice if you fail to pay any charge when due or if you or your use of the Service violates the Agreement, an applicable Rate and Service Schedule, or an applicable State Rate Schedule. If Qwest has reason to suspect unlawful use, abuse, fraudulent usage, interference with services provided to others, actual or anticipated harm to its facilities, or actual or anticipated non-payment, it may immediately and without notice or liability, deactivate or suspend the Service, and Qwest may temporarily refuse, limit, interrupt, or curtail your Service as necessary. Qwest may withdraw and terminate all or any part of the Service upon 30 days notice to you.

**Warranty** THERE ARE NO WARRANTIES FOR THE SERVICE, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**Liability** Qwest makes no representations and does not assume any legal liability or responsibility for the content, accuracy, completeness, or usefulness of any messages sent or received via the Service. Qwest will not be responsible for any loss or damages arising out of the use of the Service, including damages resulting from personal injuries, death, or property damage. **NEITHER QWEST NOR ITS SUPPLIERS OF EQUIPMENT, AGENTS OR AUTHORIZED DISTRIBUTORS OF SERVICE ARE**

**LIABLE FOR ANY LOSS OR DAMAGE WHATSOEVER RESULTING FROM MISTAKES, FAILURE TO REACH 911, NETWORK FAILURE, UNAUTHORIZED ACCESS TO DATA, FILES OR EQUIPMENT, INTERRUPTIONS IN SERVICE OR DELAYS IN TRANSMISSION. IN NO EVENT SHALL YOU HAVE ANY RIGHT TO RECOVER FROM QWEST, OR ITS EQUIPMENT OR SERVICE PROVIDERS, AGENTS OR AUTHORIZED DISTRIBUTORS ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT OR REVENUE, EVEN IF QWEST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.** Qwest's liability for direct damages arising out of any additions, omissions, interruptions, delays, mistakes, errors or defects in the transmission occurring in the course of furnishing the Service or facilities shall in no event exceed an amount that is equivalent to the charge for the Service during the period in which the fault in transmission occurs. Qwest is not liable for any defacement of or damage to a customer's premises resulting from the furnishing of Service or the installation or removal of facilities and equipment, when such defacement or damage is not the result of Qwest's negligence. If such defacement or damage is the result of Qwest's negligence, in no event will Qwest be liable for more than direct damage.

Allowances for interruptions in Service shall be granted upon request and at Qwest's sole discretion.

Qwest shall not be liable for any failure to perform its obligations under this Agreement due to any cause or causes beyond its reasonable control, as determined by Qwest. Qwest shall be entitled to take, and shall have no liability whatsoever for, any action deemed necessary by Qwest to bring the Service or its practices into conformity with any rules, regulations, orders, decisions or directives of the FCC or other governmental agency.

**Indemnification** Qwest is not responsible for any third party claims relating to or arising out of use of the Service. Except for Qwest's gross negligence or willful misconduct, you agree to reimburse Qwest for all costs and expenses, including attorney's fees, relating to any such third party claims.

**Disputes** You agree that any disputes that cannot be settled informally will be resolved by arbitration to be conducted in accordance with the rules of the American Arbitration Association. Before initiating or participating in any arbitration proceeding concerning any aspect of this Agreement or the Service, you agree that you will attempt to resolve any disputes that arise between you and Qwest informally by providing Qwest with written or oral (by calling 1-800-603-6000) notice and a brief explanation of your concern. You agree to give Qwest at least 30 days from the time you provide this notice to Qwest to resolve the dispute. If arbitration is required, it will be conducted by a single arbitrator engaged in the practice of law. Unless you and Qwest agree otherwise or unless the arbitrator requires otherwise, arbitrations will be decided solely on the basis of your and Qwest's written submissions to the arbitrator. The arbitrator shall have the authority only to award compensatory damages and shall not have authority to award punitive damages, other noncompensatory damages or any other form of relief; the parties hereby waive all rights to and claims for relief other than compensatory damages. The arbitrator's decision and award will be final and binding and may be entered in any court with jurisdiction. The Federal Arbitration Act, not state law, shall govern the arbitrability of all claims. You agree to keep the results of any such arbitration confidential. Notwithstanding the foregoing, you continue to have the right to seek relief through an appropriate federal or state regulatory agency, but you agree that you will not join or participate in any class-wide action relating to the Service.

**Changes to Terms and Conditions** Qwest reserves the right to modify the charges, terms and conditions under which the Service is provided by posting material changes to the Rate and Service Schedule/State Rate Schedule on our website. Use of the Service will constitute acceptance of any new rates, terms or conditions stated in the Rate and Service Schedule/State Rate Schedule.

**Eligibility, Credit Check and Security Deposits** Your credit history may require you to pay a security deposit before activation of your Service. Security deposits must be cash, credit card or certified funds. Unless otherwise determined by Qwest or required by law, no interest shall accrue for the benefit of the customer for any such security deposit. Security deposits will be held in your account until you have established 12 consecutive months of satisfactory payment history, at which time a credit will be issued to your account. At Qwest's option, deposits may be refunded or credited to you at any time.

**Service Plans, Charges and Billing** Service shall be automatically provided and billed on a monthly basis until terminated by Qwest or by you. Qwest may periodically discontinue certain Service, subject to applicable law. You must notify Qwest promptly of any change in your billing address.

The plan you select determines your monthly rate and applies to calls you initiate. Some plans have monthly fees or minimum monthly charges. At any time, you can call Qwest at 1-800-603-6000 for further details about your plan, or review it in the Rate and Service Schedule/State Rate Schedule.

Usage charges are billed after each usage cycle, unless otherwise specified in the Rate and Service Schedule/State Rate Schedule. Minimum usage charges and monthly recurring charges may be billed in advance or in arrears, depending upon the plan selected by you. Non-recurring charges are payable when the plan for which they are specified has been ordered.

All charges stated in the Rate and Service Schedule/State Rate Schedule are exclusive of any federal, state, local, use, excise, gross receipts, sales or privilege taxes, other taxes, universal service fees, duties, fees or other similar obligations imposed now or in the future. You agree to pay such taxes, fees, surcharges, duties and obligations, in addition to the rates and charges. You also agree to pay any additional amounts associated with government programs that Qwest is required or permitted to collect from its customers.

**Payments** You agree to pay for all charges billed for use of the Service regardless of whether such use was authorized by you; provided claims for any errors in billing or quality of Service must be made by you within 30 days of your receiving the invoice giving rise to the claim. Qwest may make adjustments to charges calculated in error. Qwest is not liable for any damages, including toll charges, you may incur as a result of the unauthorized use of your telephone.

Billing will be payable upon receipt. Amounts not paid within 30 days after the invoice is rendered will be considered past due. Interest on the amount due at the rate of 1.5% per month (unless a lower rate is prescribed by law or applicable regulation, in which event at the highest rate allowed by law/regulation) may accrue upon any unpaid amount commencing 5 days after the date the payment is past due. Checks returned to Qwest will incur a return charge fee of \$35 (unless a lower fee has been prescribed by law or applicable regulation, in which event the charge will be equal to such lower fee) which will be added to your Service account.

**Severability** If any provision of this Agreement is held to be invalid, illegal, or unenforceable, in any respect, the remaining provisions will not be affected as long as the parties' basic intent under this Agreement can be achieved.

**Governing Law** This Agreement is governed by the laws of the State of Colorado without regard to its choice of law provisions.

**Assignment** You may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of Qwest, which consent will not be unreasonably withheld or delayed.

**No Third Party Beneficiaries** The terms, representations, warranties and agreements of the parties set forth in this Agreement are not intended for, nor shall they be for the benefit of or enforceable by, any person or entity that is not a party to this Agreement, including without limitation, your end users.

**Publicity** You shall not: (a) make any disclosure to any other person (except as may be necessary in order to obtain Service hereunder) or issue any press release or other public announcement regarding this Agreement or any relation between you and Qwest; or (b) use the name, trademarks or other proprietary identifying symbol of Qwest or its affiliates, without Qwest's prior written consent. In the case of a press release or other public announcement, such prior written consent may only be provided by authorized representatives of both Qwest's Legal and Corporate Communications departments. Qwest

shall, in addition to any other available remedies at law or equity, have the right to terminate this Agreement and any other agreements between the parties if you violate this provision.

**Entire Agreement** This Agreement, including the incorporated documents, sets forth all of the terms and conditions concerning the Service. This Agreement supersedes all prior agreements, discussions, representations, or other statements by you or Qwest, whether orally or in writing, relating to the Service. Neither you nor Qwest will be bound by any representations or statements made by any person relating to the Service which is not contained in this Agreement.