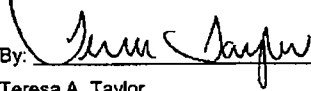


**QWEST WHOLESALE SERVICES AGREEMENT**

**THIS WHOLESALE SERVICES AGREEMENT**, together with this signature page, the general terms and conditions, annexes, addenda and exhibits attached hereto (collectively, the "Agreement") is entered into by and between Qwest and Customer (each identified for purposes of this Agreement in the signature blocks below, and referred to separately as a "Party" or collectively as the "Parties"). **Subject to Section 7, this Agreement is effective on the date Qwest signs it after Customer's signature (the "Effective Date").** The undersigned Parties have read and agree to the terms and conditions set forth in the Agreement.


**QWEST:**

**QWEST COMMUNICATIONS CORPORATION**

By:   
Teresa A. Taylor

Executive Vice President, Wholesale Markets

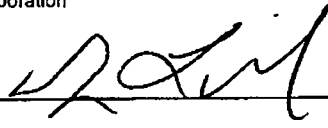
Date: 7/29/04

\*Offer Management Director   
Date: 7/29/04

\*This Agreement shall not be binding upon Qwest until countersigned by the Offer Management Director and Executive Vice President, Wholesale Markets (or an authorized designee) for Qwest.

**CUSTOMER:**

**QWEST CORPORATION,**  
A Colorado corporation

By:   
Rodney Miller

Vice President - Finance

Date: 7/29/04

**NOTICE INFORMATION:**

All written notices required under the Agreement shall be sent to the following:

To Qwest: Qwest Communication Corporation  
1801 California Street, 49<sup>th</sup> Floor  
Denver, CO 80202  
Phone #: (303) 992-1400  
Facsimile #: (303) 295-6973  
Attention: Legal Department

To Customer: Qwest Services Corporation  
155 Apollo Road  
Montrose, CO 81401  
Phone #: (970) 252-8865  
Facsimile #: (970) 252-8920  
E-Mail: [Leslee.Strohm@qwest.com](mailto:Leslee.Strohm@qwest.com)  
Attention: Leslee Strohm, Manager Network Ops

With copy to: Qwest Communication Corporation  
1801 California Street, 24<sup>th</sup> Floor  
Denver, CO 80202  
Phone #: (303) 992-1400  
Facsimile #: (303) 896.7473  
E-Mail: [wholesale.contracts@qwest.com](mailto:wholesale.contracts@qwest.com)  
Attention: Wholesale Contracts Administration

And: Qwest Corporation  
1600 Seventh Avenue, Room 3008  
Seattle, WA 98191  
Phone #: (206) 345-1514  
Facsimile #: (206) 345-9001  
E-Mail: [jlmcdo1@qwest.com](mailto:jlmcdo1@qwest.com)  
Attention: Joyce McDonald

**APPLICABLE SERVICES:**

Qwest agrees to offer to Customer and Customer may purchase from Qwest the Services indicated below pursuant to the terms and conditions of this Agreement, including the following, attached Service Exhibits:

- |           |  |
|-----------|--|
| Exhibit F | ReQwest SeLaCt Service                         |
| Exhibit G | Private Line Service                           |
| Exhibit I | Dedicated Internet Access (DIA) Service - U.S. |
| Exhibit J | Frame Relay Service                            |
| Exhibit P | International Private Line Service             |
| Exhibit T | On-Net Local Access Service                    |

The Qwest Wholesale Services Agreement may be amended by the Parties from time to time in writing to include additional products and services.

# QWEST WHOLESALE SERVICES AGREEMENT

## GENERAL TERMS AND CONDITIONS

1. **Definitions.** Capitalized terms used herein are defined in Addendum 1.

2. **Service Provisioning; Controlling Documents.**

2.1 Qwest will provide the Services or cause the Services to be provided directly to Customer in accordance with this Agreement. If, for regulatory or other reasons, Qwest does not provide some portion of the Services itself, Customer hereby authorizes Qwest, to the extent Qwest is able, to act as Customer's agent and sole contact with any third party which Qwest may designate in its sole discretion to provide any portion of the Services directly to Customer, provided that Qwest provides Customer with written notice of any third party charges either by means of an Order Form, Service Exhibit or otherwise. In such an event, Qwest will present to Customer consolidated invoices for all portions of the Services and remit such payments as are appropriate to any other entity providing any portion of the Services. Customer agrees to direct all inquiries, issues and disputes regarding the Services solely to Qwest.

2.2 Each of the Services shall be provided pursuant to the terms and conditions of this Agreement. In the event of a conflict between the terms of any country-specific Annex appended hereto and these General Terms and Conditions, the country-specific Annex shall control. In the event of a conflict between a Service Exhibit and these General Terms and Conditions and/or a country-specific Annex, the Service Exhibit shall control. The terms of this Agreement, including any Annex or Service Exhibit, shall supercede any inconsistent terms and conditions contained in an Order Form.

2.3 Customer acknowledges and agrees that the Services shall be offered by Qwest or any third party pursuant to Sec. 2.1 above subject to (i) any applicable tariffs; (ii) compliance with all applicable laws and regulations; (iii) obtaining any domestic or foreign approvals and authorizations required or advisable; (iv) continued availability of any of the Services in any jurisdiction, country or to any location; and (v) continued availability of access lines in any particular jurisdiction, country or location. Customer acknowledges and agrees that Qwest may elect not to offer the Services in or to any particular jurisdiction, location or country, or may block Services to or from any particular jurisdiction, location or country if Qwest determines, in its sole discretion, that the continuation of such Service is not permitted or advisable and Qwest shall endeavor to provide Customer notice, if reasonably practicable, prior to discontinuing a Service for this reason. Further, Qwest's provision of the Services to Customer and the availability of the associated pricing as set forth herein is subject to availability of required facilities.

3. **Revenue and Utilization Requirements.** All term commitments and utilization requirements, if any, applicable to the Services, in addition to any service-related discounts based on volume, are set forth in the Service Exhibits.

4. **Financial Terms.**

### Services, Rates and Terms

4.1 Each attached Service Exhibit specifies the description, rates, charges, discounts, and other terms applicable to the Services<sup>1</sup>.

The rates<sup>2</sup> do not include Taxes, access or access related charges, or CPE. All Service order requests or cancellations require Customer's completion and Qwest's acceptance of the Order Form. Unless otherwise set forth in a Service Exhibit or on an accepted Order Form, Customer is solely responsible for coordination of all local access and, in any event, shall be solely responsible for any costs associated with such access, including, without limitation, any early termination fees associated with any Service provisioned hereunder.

### Taxes, Fees, and other Governmental Impositions

4.2 Each Party acknowledges and agrees that the rates and charges for the Services provided hereunder do not include certain Taxes which are additional and the obligation of the Customer (whether such Taxes are assessed by a governmental authority directly upon Qwest or the Customer). Such Taxes shall be separately set forth on the invoices and shall be paid by the Customer at the same time as all other charges set forth on the invoices. If the Customer believes that it should be exempt from the application and collection of certain Taxes, it shall provide Qwest with an appropriately completed and valid Tax exemption certificate or other evidence acceptable to Qwest that neither Qwest nor the Customer is subject to such Taxes. Qwest shall not be required to issue any exemption, credit or refund of any Tax payment for usage prior to the Customer's submission of such acceptable Tax exemption evidence. Customer shall protect, indemnify and hold Qwest harmless from and against any Taxes imposed by any governmental authority on or with respect to the Services furnished pursuant to this Agreement, including any interest and/or penalties related thereto.

4.3 All payments due hereunder shall be made free and clear without deduction or withholding for, any and all present and future Taxes. In the event that any payment to be made to Qwest hereunder should be subject to any reduction by reason of a required deduction or withholding of any Tax, the Customer agrees to pay Qwest such further amounts as would have been necessary so that the aggregate net amount received by Qwest after deduction or withholding of any Taxes, shall be the same amount as would have been received by Qwest if there had been no requirement to deduct or withhold any Taxes.

4.4 Each Party shall be solely responsible for all taxes on its own business, the measure of which is its own net income or net worth and shall be responsible for any related tax filings, payment, protest, audit and litigation. Each Party shall be solely responsible for the billing, collection and proper remittance of all applicable Taxes relating to its own services provided to its own customers. Customer must comply at all times with the Texas Local Government Code, Chapter 283, if applicable, and shall be solely responsible for the periodic reporting and compensation requirements under that subchapter.

5. [INTENTIONALLY OMITTED].

6. **Financial Responsibility, Payment and Security.**

6.1 **Payment Obligation.** Unless otherwise set forth in Addendum 2 (if attached) to this Agreement, Qwest will invoice Customer monthly for all Services. All invoiced amounts shall be paid via wire transfer to:

Services provisioned thereunder after the date on which the Agreement/Amendment is fully executed by all Parties.

<sup>2</sup> Since certain international voice rates are subject to change on five (5) calendar days notice, Customer acknowledges that, until this Agreement is returned to Qwest, those international voice rates as set forth in a Service Exhibit may change and that, once this Agreement is executed, the international rates then in effect will be implemented by Qwest. Thereafter, changes to those international voice rates shall be made pursuant to the rate change process provided for in each Service Exhibit.

<sup>1</sup> If Customer is an existing wholesale customer of Qwest, then the rates and discounts, if any, set forth in each Service Exhibit attached to this Agreement will be effective as of: (i) the date Customer signs the Agreement provided that it is returned to Qwest on or before the tenth (10<sup>th</sup>) business day preceding the close of Customer's existing billing cycle (the "Due Date"); or (ii) if returned to Qwest after the Due Date, the first (1<sup>st</sup>) day of the next full billing cycle applicable to the QCC sale to QC (RED) WSA (042804)(hpm7.15.04)(ML07.27.04)

## QWEST WHOLESALE SERVICES AGREEMENT

First Tennessee, Memphis, Tennessee, United States, ABA #084000026, To Qwest DDA #170660715, or such other location or account as may be specified by Qwest from time to time. All amounts (other than amounts subject to a Bona Fide Dispute pursuant to Section 6.3 below) not paid in full by the Due Date will be considered past due and subject to an interest charge commencing from the Past Due Date at the lesser rate of one percent (1%) per month, compounded monthly, or the maximum rate allowable by applicable law. If Customer fails to pay or dispute any invoice as provided for herein by the Due Date, in addition to its termination rights under Section 8.1, Qwest may: (i) immediately, upon notice, refuse to accept additional Order Forms; (ii) with twenty-four (24) hours prior notice, temporarily suspend any and all Services until Customer has paid all past due amounts (including interest); and/or (iii) with notice, offset such unpaid balances from any amounts that Qwest owes to Customer under any other agreement(s) between the Parties. During any period of suspension, no Service interruption shall be deemed to occur.

**6.2 Currency.** Unless specified to the contrary in a Service Exhibit, Qwest shall state all invoices in U.S. dollars, and Customer shall deliver all payments to Qwest in U.S. dollars.

**6.3 Billing Disputes.** All Bona Fide Disputes along with Complete Documentation must be submitted in writing and submitted with payment of all amounts due (provided, however, that Customer may withhold amounts disputed hereunder not to exceed twenty percent (20%) of the total invoiced amount except in the case of Manifest Error as defined herein), or, alternatively, if Customer has already paid its invoice, Customer shall have sixty (60) calendar days from invoice date to give notice of a Bona Fide Dispute regarding such invoice, and Complete Documentation thereof, otherwise such invoice will be deemed correct. For purposes of this Agreement, "Manifest Error" shall mean an error on the invoice that is beyond dispute and that is obvious to both Parties. Customer shall notify Qwest in writing when Customer believes that Manifest Error or any error is present in an invoice. Qwest shall use reasonable efforts to determine in its reasonable judgment whether Manifest Error is present within seven (7) calendar days and such determination shall not be arbitrarily withheld. Notification and Complete Documentation of a Bona Fide Dispute must be sent to: [wholesale.billing@qwest.com](mailto:wholesale.billing@qwest.com) or to Qwest Wholesale Billing, 500 East 84<sup>th</sup> Avenue, Unit D, Thornton, Colorado 80229 United States, Attn: Wholesale Receivables Department or by facsimile to 1-303-664-7187 or 1-303-664-7188, or if dialing from outside the U.S. 001-303-664-7187 or 001-303-664-7188, or to such other location or in such other manner as may be specified by Qwest from time to time, with duplicate notification to follow via overnight delivery. An amount will not be considered "in dispute" until Customer has provided Qwest with written notification and Complete Documentation of the Bona Fide Dispute, and the Parties will promptly address and attempt to resolve the claim. Qwest, in its discretion exercised in good faith, may request additional supporting documentation or reject Customer's Bona Fide Dispute as inadequate. If Qwest rejects such Bona Fide Dispute, Qwest will so notify Customer and Customer shall pay the withheld portion of the invoice plus interest commencing from the invoice Past Due Date at the rate of one percent (1%) per month, compounded monthly, within five (5) business days of such notice, unless such payment obligation is suspended thereafter by operation of Section 21.2. If Qwest determines that the Customer is entitled to credits or adjustments for Service outages pursuant to provisions of applicable Service Exhibits then Qwest will credit Customer's invoice for such amount on the next appropriate billing cycle.

**6.4 Security.** The provision of Services is contingent upon the continuing credit approval by Qwest, Customer's compliance with the security provisions set forth in this paragraph, and, if attached, those additional "Security Terms and Conditions" set forth in Addendum 2 to the Agreement. At any time during the Term, Qwest may require a deposit or other acceptable form of security if it reasonably deems itself insecure with respect to Customer's ability to pay (e.g., if

Customer has failed to pay any invoice when due, Customer has a Change of Control, or if there is a material change in circumstances of Customer's actual or anticipated usage hereunder or Customer's financial condition). In addition, if requested by Qwest, Customer agrees to provide, within ten (10) calendar days of Qwest's request, appropriate financial records to evaluate Customer's continuing ability to pay. In addition to its termination rights under Section 8.1, Qwest may, with notice, suspend the Services if Customer fails to comply with these security obligations. During any period of suspension, no service interruption shall be deemed to occur. Upon a default by Customer not cured in a timely manner, Qwest shall have the right to offset against any security instruments any amounts owed to Qwest by Customer and shall remit the balance to Customer without interest, unless obligated by law to do so.

**7. Term.** This Agreement shall be effective as of the Effective Date and continue for twelve (12) months (the "Initial Term"); provided however, that if under applicable law, this Agreement or notice thereof must be filed with a governmental entity, including, but not limited to, a state public utility commission, this Agreement shall not become effective with respect to the jurisdiction having such requirements until such filings have occurred. At this time, only the Washington Utilities and Transportation Commission has such a filing requirement. Therefore, this Agreement shall not be effective with respect to the State of Washington until it is filed with Washington Utilities and Transportation Commission. After the expiration of the Initial Term, this Agreement will continue on a month-to-month basis unless terminated by either Party on thirty (30) calendar days prior written notice (the Initial Term and any month-to-month extensions hereof shall be collectively referred to as the "Term").

### **8. Termination.**

**8.1 Termination by Qwest.** Qwest may terminate this Agreement as to any Customer, in whole or in part, for Cause upon notice and applicable right to cure (as set forth in this Agreement). In addition, Qwest may, immediately and without notice, terminate any or all Services provided pursuant to this Agreement to any foreign entity (i.e. not incorporated, formed or organized in the United States) that is or becomes insolvent. If Qwest terminates this Agreement for any of the aforementioned reasons, Customer shall be obligated to pay the following: (i) any early termination fees due under any Service Exhibit; and (ii) any charges accrued but unpaid as of the termination date.

**8.2 Termination by Customer.** Customer may terminate the provision of Services to it pursuant to a Service Exhibit for Cause, or if Cause exists to terminate all or substantially all of the Services provided to it, then Customer may terminate the Agreement in its entirety as to such Customer. If Customer so terminates this Agreement for Cause, Customer shall only be liable for charges accrued but unpaid as of the termination date. If Customer so terminates this Agreement as to it prior to the conclusion of the Initial Term for reasons other than Cause, Customer shall be obligated to pay the following: (i) any early termination fees due under any Service Exhibit; and (ii) any charges accrued but unpaid as of the termination date.

### **9. Limitation of Liability and Disclaimer of Warranties.**

#### **9.1 Limitation of Liability.**

(a) WITHOUT LIMITING ANY EXPRESS FINANCIAL OR LIABILITY PROVISIONS PROVIDED FOR IN THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, CUSTOMER'S PAYMENT AND INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT), NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, RELIANCE, COVER-TYPE, INCIDENTAL OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL) ARISING IN CONNECTION WITH THIS AGREEMENT

## QWEST WHOLESALE SERVICES AGREEMENT

OR THE PROVISION OF SERVICES HEREUNDER (INCLUDING ANY SERVICE IMPLEMENTATION DELAYS/FAILURES), UNDER ANY THEORY OF TORT, CONTRACT, WARRANTY, STRICT LIABILITY OR NEGLIGENCE, EVEN IF THE PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. QWEST MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY SERVICE PROVIDED HEREUNDER.

(b) CUSTOMER'S EXCLUSIVE REMEDIES FOR CLAIMS UNDER THIS AGREEMENT SHALL BE LIMITED TO CUSTOMER'S PROVEN DIRECT DAMAGES; UNLESS CUSTOMER'S DAMAGES ARE OTHERWISE LIMITED BY THIS AGREEMENT TO OUTAGE CREDITS IN THE APPLICABLE SERVICE EXHIBIT, IN WHICH CASE QWEST'S TOTAL LIABILITY SHALL NOT EXCEED THE AGGREGATE AMOUNT OF ANY APPLICABLE OUTAGE CREDITS DUE UNDER THE SERVICE EXHIBIT FOR THE AFFECTED SERVICE.

9.2 Disclaimer of Warranties. QWEST SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

9.3 Customer acknowledges and accepts the reasonableness of the foregoing warranty disclaimer and limitations of liability. No cause of action under any theory which accrued more than one (1) year prior to the institution of a legal proceeding alleging such cause of action may be asserted by either Party against the other.

10. Relationship. Neither Party shall have the authority to bind the other by contract or otherwise or make any representations or guarantees on behalf of the other. The relationship arising from this Agreement does not constitute an agency, joint venture, partnership, employee relationship or franchise.

11. Assignment or Sale. This Agreement shall be binding upon the Parties' respective successors and assigns. This Agreement shall be binding upon Customer's Affiliates to the extent any such Affiliate becomes a Party to this Agreement pursuant to section 13.3 hereof. Neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing: (i) subject to the prior credit review and approval by Qwest of Customer's proposed assignee, Customer may assign this Agreement without prior written consent of Qwest to any Customer Affiliate, successor through merger, or acquirer of substantially all of its assets; and (ii) Qwest may assign this Agreement without prior written consent (x) to any Affiliate, successor through merger, or acquirer of substantially all of its business assets or (y) if necessary to be in compliance with the rules and/or regulations of any regulatory agency, governmental agency, legislative body or court of competent jurisdiction; provided that in all cases the assignee of Customer or Qwest, as applicable, acknowledges in writing its assumption of the obligations of the assignor hereunder. Any attempted assignment in violation hereof shall be of no force or effect and shall be null and void. Qwest may assign this Agreement or rights hereunder, without notice, for the purpose of collecting from Customer unpaid balances or other funds due and owing Qwest.

12. Reporting Requirements. If reporting obligations or requirements are imposed upon Qwest by any third party or regulatory agency in connection with either this Agreement or the Services, including use of the Services by Customer or its End Users, Customer agrees to assist Qwest in complying with such obligations and requirements, as reasonably required by Qwest and to hold Qwest harmless for any failure by Customer in this regard.

13. Customer's Resale and End User Responsibilities; Rights of Certain Affiliates of Customer.

13.1 Customer is solely responsible for obtaining all licenses, approvals, and regulatory authority for its use and operation of the Services and the provision of Services to its End Users. In connection with its resale of the Services, Customer is solely responsible for all billing, billing adjustments/credits, customer service, creditworthiness and other service-related requirements of its End Users, and Qwest shall have no liability to Customer's End Users under this Agreement. Customer shall timely file and maintain any required regulatory filings related to its purchase and/or resale of the Services. Customer's payment obligations hereunder are not contingent upon Customer's ability to collect payments or charges from its End Users, Affiliates, agents, brokers or re-sellers.

13.2 Qwest may suspend any or all of the Services immediately and/or terminate the Agreement pursuant to Section 8.1 if: (a) Customer fails to comply with any applicable foreign, federal, state or local law or regulation applicable to Customer's resale of the Services; or (b) Customer or its End Users commit any illegal acts relating to the subject matter of this Agreement. During any period of suspension pursuant to the foregoing sentence, no Service outage or interruption shall be deemed to occur. Customer shall: (i) be liable to Qwest for any damages caused by any intentional or illegal acts of Customer, (e.g., slamming) in connection with its use or resale of the Services; and (ii) indemnify, defend and hold harmless Qwest from and against any third party (including End Users') claims, actions, damages, liabilities, costs, judgments or expenses (including attorney fees) arising out of or relating to Customer's or End User's use, resale or modification of the Services or Customer's failure to comply with any regulatory filing requirements or failure to make any required regulatory or contributory payments (including but not limited to universal service support mechanisms).

13.3 Subject to obtaining Qwest's prior credit approval, each of Qwest Corporation's Affiliates other than Qwest LD Corp. shall have the right to become a Party to this Agreement upon the fulfillment of the following conditions: (1) if such Affiliate fills in the requested information on, and executes two copies of, the Supplemental Signature Page to this Agreement and returns such Supplemental Signature Pages to Qwest; and (2) if Qwest, in its sole discretion, accepts such Supplemental Signature Pages by signing both copies. This Agreement shall be deemed effective as to such Affiliate, and such Affiliate shall be deemed to be a Party, on the date Qwest signs the Supplemental Signature Pages containing such Affiliate's signature, and on and after such date, each reference to the term "Customer" shall be deemed to be a reference to such Affiliate, and not to Qwest Corporation, with respect to the Services ordered by, and provided to, such Affiliate pursuant to the terms and conditions of this Agreement, including the applicable Service Exhibit(s). In the event any Affiliate of Qwest Corporation becomes a Party to this Agreement as described in this Section 13.3, the liability of each Customer under this Agreement shall be several and shall extend only to obligations associated with the Services ordered by and provided to it. In no event shall any Customer's liability be joint with any other Customer. All term commitments and utilization requirements, if any, applicable to the Services, in addition to any service-related discounts based on volume, are set forth in the Service Exhibits, shall apply to individual Customers and shall not be cumulative.

14. Survival. The expiration or termination of this Agreement shall not relieve either Party of those obligations that by their nature are intended to survive.

15. Nondisclosure/Publicity. Neither Party shall disclose to any third party during the Term of this Agreement and for one (1) year following the expiration or termination hereof, (i) any of the terms of this Agreement, including pricing; (ii) the existence, negotiation or result of any arbitrations or settlements related hereto; or (iii) other Proprietary Information of the other Party, unless such disclosure is required by any state or federal governmental agency, is otherwise

## QWEST WHOLESALE SERVICES AGREEMENT

required to be disclosed by law, or is necessary in any proceeding establishing rights or obligations under this Agreement. Qwest shall have the right to terminate this Agreement and any other agreements between the Parties if Customer violates this provision.

16. **Waiver.** The terms, representations and warranties of this Agreement may only be waived by a written instrument executed by the Party waiving compliance. Except as otherwise provided for herein, neither Party's failure, at any time, to enforce any right or remedy available to it under this Agreement shall be construed as a continuing waiver of such right or a waiver of any other provision hereunder.

17. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement will remain in full force and effect, and such provision will be deemed to be amended to the minimum extent necessary to render it enforceable.

18. **Notices.** Except as otherwise provided herein, all required notices shall be in writing, transmitted to the Parties' addresses specified in the signature page or such other addresses as may be specified by written notice, and will be considered given either: (i) when delivered by facsimile or e-mail, so long as duplicate notification is sent via US Mail; (ii) when delivered in person to the recipient named on the signature page; (iii) if sent in the U.S., when deposited in either registered or certified U.S. Mail, return receipt requested, postage prepaid; or (iv) when delivered to an overnight courier service.

19. **Force Majeure/System Maintenance.** Neither Party shall be liable to the other for any delay or failure in performance of any part of this Agreement if such delay or failure is caused by a Force Majeure Event. The Party claiming relief under this Section shall notify the other in writing of the existence of the Force Majeure Event and shall be excused on a day-by-day basis to the extent of such prevention, restriction or interference until the cessation of such Force Majeure Event. Qwest will use reasonable efforts during the Term of this Agreement to minimize any Service interruptions that might occur as a result of planned system maintenance required to provision the Services.

20. **Governing Law.** This Agreement will be governed by, enforced and construed in accordance with the laws of the State of New York excluding the choice of law provisions thereof other than Section 5-1401 of the New York General Obligations Law, except and to the extent that (a) the United States Communications Act of 1934, as amended and interpreted by the United States Federal Communications Commission ("FCC"), or (b) the telecommunications regulatory law of another national jurisdiction, applies to this Agreement. Qwest reserves the right to suspend, modify or terminate any Service without liability where: (i) Regulatory Activity prohibits, restricts or otherwise prevents Qwest from furnishing such Service; or (ii) any material rate, charge or term of such Service is substantially changed by a legitimate regulatory body, governmental authority, or by order of the highest court of competent jurisdiction to which the matter is appealed.

### 21. **Arbitration of Disputes.**

21.1 Except with respect to disputes arising under Section 5 of this Agreement, or any breach of that section, any dispute arising out of, or relating to, this Agreement shall be settled by arbitration to be conducted in accordance with the Judicial Arbitration and Mediation Services ("JAMS") Comprehensive Arbitration Rules. The Federal Arbitration Act, 9 U.S.C. Sections 1-16, not state law, shall govern the arbitrability of the dispute. New York law, without regard to choice of law principles, will otherwise govern and apply to any and all claims. The costs of the arbitration, including the arbitrator's fees, shall be shared equally by the Parties; provided, however, that each Party shall bear the cost of preparing and presenting its own claims and/or defenses (including its own attorneys' fees). The arbitration will be

held in Denver, Colorado. A single arbitrator engaged in the practice of law, who is knowledgeable about the subject matter of the contract, shall conduct the arbitration. The arbitrator has no authority to award any indirect, incidental, special, reliance, exemplary, punitive, or consequential damages, including damages for lost profits. Except for misapplication of law, the arbitrator's decision shall be final, binding, and enforceable in a court of competent jurisdiction. If either Party fails to comply with the dispute resolution process set forth herein (including without limitation, non-payment of an arbitration award) and a Party is required to enforce such compliance in court or elsewhere, then the non-complying Party shall reimburse all of the costs and expenses incurred by the Party seeking such enforcement (including reasonable attorneys' fees).

21.2 If either Party notifies the other that it intends to request an arbitration proceeding, Customer shall promptly place all disputed and withheld amounts, if any, on an on-going basis with the Escrow Agent, pursuant to a mutually agreeable escrow agreement. Qwest reserves the right to suspend provisioning of the Services or terminate the Agreement pursuant to Section 8.1 if Customer fails to comply with the above escrow obligation.

22. **Headings.** The headings used in this Agreement are for convenience only and do not in any way limit or otherwise affect the meaning of any terms of this Agreement.

23. **Authorization.** Customer represents and warrants that: (i) the full legal name of the legal entity intended to receive the benefits and Services under this Agreement is accurately set forth herein; (ii) the person signing this Agreement has been duly authorized to execute this Agreement on Customer's behalf; and (iii) the execution hereof is not in conflict with law, the terms of any charter, bylaw, articles of association, or any agreement to which Customer is bound or affected. Qwest may act in reliance upon any instruction, instrument, or signature reasonably believed by Qwest to be genuine. Qwest may assume that any employee of Customer who gives any written notice, Order Form, or other instruction in connection with this Agreement has the authority to do so.

24. **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 third party (including, without limitation, Customer's End Users); provided, however, in the event that any Affiliate of Qwest Corporation becomes a Party to this Agreement as provided in Section 13.3 hereof, the terms, representations, warranties and agreements of the Parties set forth in this Agreement shall be deemed to be for the benefit of and enforceable by such Affiliate Party to the extent related to Services ordered and provided to it.

25. **Export Regulations.** The Parties acknowledge and agree that both (i) certain equipment, software and technical data which may be provided or utilized in connection with the furnishing of the Services hereunder, and (ii) the use of such services may be subject to export, re-export or import controls under the United States Export Administration Regulations or similar regulations of the United States or of any other country.

26. **Foreign Corrupt Practices Act.** Notwithstanding anything to the contrary herein, the Parties each hereby acknowledge and agree that certain laws of the United States, including the Foreign Corrupt Practices Act, 15 U.S.C. Sections 78dd-1 et seq., prohibit any person subject to the jurisdiction of the United States from making or promising to make any payment of money or anything of value, directly or indirectly, to any government official, political party, or candidate for political office for the purpose of obtaining or retaining business. The Parties each hereby represent and warrant that, in the performance of its obligations hereunder, it has not made, and will not make, any such proscribed payment.

## QWEST WHOLESALE SERVICES AGREEMENT

27. Entire Agreement. This Agreement, together with all Addenda and Service Exhibits, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior offers, contracts, agreements, representations and understandings made to or with Customer by Qwest or any predecessors-in-interest, whether oral or written, relating to the subject matter hereof. All amendments to this Agreement shall be in writing and signed by the Parties.

## QWEST WHOLESALE SERVICES AGREEMENT

### ADDENDUM 1-DEFINITIONS:

"Affiliate(s)" means, with respect to any Party, any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such Party (i.e. possesses, directly or indirectly, the power to direct or cause the direction of the affairs or management of a Party, whether through the ownership of voting securities, as trustee, by contract or otherwise); provided, however, that Qwest Corporation shall not be deemed an Affiliate of Qwest for purposes of this Agreement. Notwithstanding the foregoing, for purposes of this Agreement, Qwest and Customer shall not be deemed Affiliates of each other.

"Bona Fide Dispute" means a good faith assertion of a right, claim, billing adjustment or credit which Customer reasonably believes it is entitled to under the Agreement. A Bona Fide Dispute shall not include, and Customer may not withhold any amounts involved for, actual calls made by Customer, Customer's End Users or unauthorized third parties (e.g., fraudulent calls).

"Cause" means the failure of a Party to perform a material obligation under this Agreement which failure is not remedied, if curable: (a) in the event of a payment or security default, upon five (5) calendar days written notice, or (b) in the event of any other general default, upon thirty (30) calendar days written notice (unless a shorter notice period is expressly set forth in the Agreement, in which case the shorter notice period shall apply).

"Change of Control" occurs with respect to Customer if: (a) any entity having previously Controlled (as hereinafter defined) Customer, ceases to do so; (b) any entity acquires Control of Customer (whether by reason of acquisition, merger, reorganization, operation of law or otherwise); or (c) all, or substantially all, of the assets of Customer or an entity that Controls Customer are acquired (whether by reason of acquisition, merger, reorganization, operation of law or otherwise) by, or combined by merger with, any other entity. Change of Control excludes any assignment permitted under Section 11.

"Complete Documentation" means any documentation or information specified by Qwest as necessary, in its reasonable discretion, to support a particular type of dispute, or, where not specified by Qwest, documentation which identifies with reasonable detail the basis and the charges which are subject to the Bona Fide Dispute, the Service interruption credit or other credit to which Customer reasonably believes itself entitled, and the amounts being withheld by Customer pending resolution of such Bona Fide Dispute.

"Contributory Charges" means recurring charges, usage charges and other qualifying charges applicable to the Contributory Services accruing to Customer's account under this Agreement, before application of all eligible discounts and excluding all Taxes, non-recurring charges, fees, CPE charges, issued credits, uncollectable Customer charges, pass-through charges, installation charges, local access and access-related charges, and any other charges expressly excluded in the applicable Service Exhibits.

"Contributory Services" means all of the following services: (i) Domestic Qwest Express Originating and Terminating Usage; (ii) Qwest Express International Terminating Usage (including Canadian and Mexican); (iii) Qwest Express Directory Assistance Usage; (iv) Qwest Express Canadian Origination Service; (v) ReQwest Switchless Reseller Services; (vi) all eligible Dedicated Internet Access Monthly Recurring Charges ("MRCs"); and (vii) all other eligible Dedicated Facilities MRCs (e.g., Frame Relay, Private Line, and ATM Services).

"CPE" means Customer premise equipment, software and/or other materials associated with the Service.

"Due Date" means thirty (30) calendar days from the invoice date.

QCC sale to QC (RED) WSA (042804)(hpm7.15.04)(ML07.27.04)

"End User(s)" mean Customer's end-users or customers.

"Escrow Agent" means Wells Fargo Bank West, N.A., 1740 Broadway, Denver, Colorado 80274, United States, phone #: 1-303-863-6247, unless otherwise indicated by Qwest to Customer in writing or in a country-specific annex appended hereto.

"Force Majeure Event" means an unforeseeable event (other than a failure to comply with payment obligations) beyond the reasonable control of a Party, including without limitation: act of God; fire; flood; labor strike; sabotage; fiber cut; material shortages or unavailability or other delay in delivery not resulting from the responsible Party's failure to timely place orders therefore; lack of or delay in transportation; government codes, ordinances, laws, rules, regulations or restrictions; war or civil disorder.

"Insolvent" means the occurrence of any of the following events, whereby Customer (i) becomes or is declared insolvent or bankrupt; (ii) is the subject of any proceedings related to its liquidation, insolvency or for the appointment of a receiver or similar officer for it; (iii) makes an assignment for the benefit of all or substantially all of its creditors; or (iv) enters into an agreement for the composition, extension, or readjustment of all or substantially all of its obligations.

"Order Form" means Service order request forms issued by Qwest.

"Past Due Date" means the first calendar day following the Due Date.

"Proprietary Information" means written information that is either: (a) marked as confidential and/or proprietary, or which is accompanied by written notice that such information is confidential/proprietary, or (b) not marked or notified as confidential/proprietary, but which, if disclosed to any third party, could reasonably and foreseeably cause competitive harm to the owner of such information.

"Regulatory Activity" means any regulation and/or ruling, including modifications thereto, by any regulatory agency, legislative body or court of competent jurisdiction.

"Service(s)" means the Qwest services provided to Customer pursuant to any Service Exhibit attached hereto.

"Supplemental Signature Page" means the supplemental signature page to this Agreement pursuant to which Affiliates of Qwest Corporation, other than Qwest LD Corp., may become a Party to this Agreement in accordance with Section 13.3 hereof.

"Tax" or "Taxes" mean(s) any and all applicable foreign, national, federal, state and local taxes, including, without limitation, all use, sales, value-added, goods and services, surcharges, excise, franchise, commercial, gross receipts, license, privilege or other similar taxes, levies, surcharges, duties, fees, or other tax-related surcharges whether charged to or against the Customer, with respect to the supply of the Services or underlying facilities provided by a Party under this Agreement, as well as any other imposition by any governmental authority which has the effect of increasing Qwest's cost of providing the Services or the underlying facilities.

**SERVICE EXHIBIT F1  
ReQwest SeLECT SERVICE EXHIBIT  
WHOLESALE SERVICES AGREEMENT**

**1.0 SERVICE PROVISIONING AND RATES.**

Qwest agrees to provide the ReQwest SeLECT Switchless Reseller Services set forth in this Exhibit F1, in accordance with the Agreement and subject to the terms and conditions set forth herein. The ReQwest SeLECT Switchless Reseller Services offered by Qwest hereunder are offered for Customer resale either through Switched Service or through End User Dedicated Access Line (DAL) Service as defined herein. For purposes of this Exhibit, "End User DAL Service" shall mean a dedicated service to a single end-user's PBX, Key System or Centrex that contains traffic from that single end user. Customer shall not use End User DAL Service to aggregate traffic from multiple end-users. For the purposes of this Exhibit, "Carrier DAL Service" shall mean a dedicated service that is connected to a switching platform and has the ability to aggregate traffic from multiple end-users. Carrier DAL Service shall be provided pursuant to the appropriate Qwest Service Exhibit.

(i) Switched Service

For the purposes of determining the jurisdiction (interstate or intrastate) of each switched call hereunder, Qwest will use the originating state, determined by the origination information (i.e. calling party number, originating ANI, etc.) present in the call stream and the terminating state, determined by the termination information (i.e. called party number, terminating ANI, etc.) present in the call stream. For the purposes of determining the appropriate rate class for outbound calling, the OCN number of the originating carrier will be used as set forth in Exhibit F3 and applied to the LATA of origination for interstate calls and state of origination for intrastate calls. For the purposes of determining the appropriate rate class for toll-free inbound calling, the OCN number of the terminating carrier will be used as set forth in Exhibit F3 and applied to the LATA of termination for interstate calls and state of termination for intrastate calls.

(ii) End User Dedicated Access Line (DAL) Service

For the purposes of determining the jurisdiction (interstate or intrastate) of each outbound End User DAL call hereunder, Qwest will utilize DAL information to determine originating location and call stream data (i.e. called party number or terminating ANI) to determine terminating location. For the purposes of determining the appropriate rate class for outbound calling, the OCN number of the terminating carrier will be used as set forth in Exhibit F3 and applied to the LATA of termination for interstate calls and state of termination for intrastate calls.

For the purposes of determining the jurisdiction (interstate or intrastate) of each toll-free inbound End User DAL call hereunder, Qwest will utilize DAL information to determine terminating location and call stream data (i.e. calling party number, originating ANI, etc) to determine originating location. For the purposes of determining the appropriate rate class for toll-free inbound calling, the OCN number of the originating carrier will be used as set forth in Exhibit F3 and applied to the LATA of origination for interstate calls and state of origination for intrastate calls.

Customer shall not direct any Carrier DAL traffic over an End User DAL account. Should Qwest determine, in its sole discretion, that Customer is using End User DAL for Carrier DAL Service, Qwest shall bill all calls at intrastate rates as set forth in the attached Exhibits.

1.1 Domestic rates set forth in the pricing exhibits to this Service Exhibit F1 are shown in terms of full minutes and are billed in six (6) second increments. In the event that fifteen percent (15%) or more of Customer's completed calls during any billing period constitute short duration calls (i.e., calls under 6 seconds in length), Qwest reserves the right to charge Customer a one-cent (\$0.01) surcharge per each such short duration call. The rates set forth in any exhibits appended to this Service Exhibit F1 are before discount. Discounts, if any, are set forth in Section 20.0. All Domestic rates, charges, and rate classification criteria are subject to change upon thirty (30) calendar days written notice to Customer unless otherwise specified.

1.2 International termination rates are per country and are for country/city -code wide termination. International termination rates set forth in Exhibit F2, with the exception of Mexico, are shown in terms of full minutes and are billed in six (6) second increments, with an initial thirty (30) second increment. Mexico calls are billed in full minute (sixty (60) second) increments. International rates and charges, including Mexican and Canadian, are subject to change upon five (5) calendar days written notice. Service availability is subject to the availability of facilities to and in the particular countries.

Directory Assistance calls are billed on a per-call basis. Calling Card rate billing increments vary by originating and terminating points of the call. Directory Assistance and Calling Card rates are set forth in Exhibit F2.

International Toll-Free Service ("ITFS") and Universal International Freephone Number ("UIFN") rates are shown in terms of a rate per minute and are billed in six (6) second increments, with an initial thirty (30) second increment. All ITFS and UIFN calls must originate from points outside of the United States. ITFS and UIFN rates are set forth in Exhibit F2.

Rate decreases, if any, in Qwest's sole discretion, shall be effective immediately upon written notification to Customer or upon an effective date set forth by Qwest in such notification. All rates are subject to change immediately, with no prior notice to Customer, in the event there are mandated surcharges imposed by a federal, state or governmental agency. Further, in the event of Regulatory Activity, Qwest reserves the right, at any time upon written notice, to: (i) pass through to Customer all, or a portion of, any charges or surcharges directly or indirectly related to such Regulatory Activity; or (ii) modify the rates, including any rate



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guarantees, and/or other terms and conditions contained in the Agreement to reflect the impact of such Regulatory Activity. Qwest may adjust its rates or charges, or impose additional rates and charges, in order to recover amounts it may be required by governmental or quasi-governmental authorities to collect from or pay to others.

**2.0 INTENTIONALLY OMITTED.**

**3.0 ROUNDING.**

ReQwest Switchless Reseller Service utilizes "bulk rounding." For the purposes of this Exhibit F1, bulk rounding is defined as carrying over the third (3<sup>rd</sup>) and fourth (4<sup>th</sup>) place amounts of a charge on a call to the next call, and continuing to do so until one full cent (\$0.01) is accrued. Only when a full cent is accrued is it applied to the charge for the next call. Call charges are not rounded for each billing increment (i.e., initial 6 seconds and each 6 seconds thereafter), but once for the full call.

**4.0 SWITCHED SERVICES PROVISIONING.**

If necessary to provision the Qwest Exhibit F1 Services to Customer, Qwest will install properly provided orders of Customer into the Qwest billing system. Such installation shall be within a reasonable time, in accordance with Qwest's standard policies and procedures, and after receipt of such order in an accurate manner by Qwest from Customer. Such installation may be by direct data transfer from Customer into the Qwest system or may be by manual installation. In the normal course of its business, Qwest will notify the Local Exchange Carrier ("LEC") of all ANI orders that have been installed into the Qwest billing system. No orders may be added to Qwest's billing system without a PIC request to the LEC. Qwest will assume no responsibility for the maintenance or tracking of ANIs or requests that do not include a PIC request.

The customer understands and agrees that the successful activation of orders in Qwest's billing and provisioning systems is contingent upon the completeness and accuracy of the information provided to Qwest with these orders. If this information is not complete or accurate, the order will be returned to Customer for correction and resubmission to Qwest. If the records of the LEC and those supplied to Qwest by Customer do not coincide in every respect, the LEC may reject the order installation from Qwest. In such event, the request will be returned to Qwest for correction and resubmission. If the End User has converted to Qwest service by the LEC for another reason, the End User will be billed by the LEC for any use of Qwest telecommunications services, the End User will receive Qwest Services at Qwest standard program rates, and Qwest will receive all such revenue from any use of the Qwest Services.

As Customer performs its own End User order entry into Qwest's billing system (the "Order Entry"), Customer acknowledges that Qwest may audit, at any time, Customer's ANIs present in Qwest's billing system to verify the accurate billing of the Exhibit F1 Services provided to Customer based upon such Order Entry. Customer agrees that it shall be responsible for all charges for Exhibit F1 Services usage that result from Customer's Order Entry, even if not correctly entered. Customer further acknowledges and agrees that Qwest is entitled to correct any incorrect billing resulting from Customer's incorrect Order Entry and, notwithstanding anything to the contrary in the Agreement limiting Qwest's right to backbill any amounts, to bill Customer for any amounts that were not billed due to Customer's Order Entry error ("Backbill"). Customer agrees to pay any such Backbill amounts. Customer agrees that Qwest shall be entitled to correct any Customer Order Entry Qwest has found to be incorrect and shall notify Customer of any such corrections.

If the LEC, for whatever reason, has not designated Qwest as each End User's PIC, the End User will be billed in accordance with the records of the LEC. Each Party will use reasonable efforts to notify the other Party of any rejection of order installation by the LEC. Customer is responsible for determining the correct information for reinstallation of the order. Customer understands that Qwest shall have no liability for any acts or omissions of LECs, including the making or failure to make PIC changes.

Orders for installation, change, block, and disconnection are to be transmitted to Qwest via Qwest's Remote Control<sup>SM</sup> interactive order entry system or Qwest's then existing system. Qwest makes no guarantee to Customer of the existence of any particular provisioning, order or management system. If Customer elects to utilize certain interactive order systems then available by Qwest, Customer may be required to execute other agreements, including without limitation, software license agreements, related to the use of such systems. Included in these orders must be all information necessary to properly load the order into Qwest's billing system and to provision the order with a third party, such as the LEC.

**5.0 PIC AUTHORIZATIONS.**

Customer shall obtain a signed or verbal PIC authorization with true third party verification in accordance with then applicable and existing state and FCC guidelines for each ANI ordered by Customer. Upon an oral or written request by Qwest, Customer shall immediately produce a copy of the written or verbal authorization. Qwest reserves the right not to process or turn up ANIs until Customer has produced appropriate written or verbal authorizations requested by Qwest. If Customer does not comply with the request for PIC authorizations, Qwest reserves the right not to accept additional ANIs until Customer complies. If Customer elects to provide only direct dial (or so-called "1+") services, and Qwest will act as the interexchange carrier ("IXC") for operator-assisted (or so-called "0+") traffic generated by Customer's End Users, Customer acknowledges that Qwest shall be the primary carrier for 0+ operator assisted intraLATA and interLATA long distance services. Customer agrees to inform its End Users of the foregoing.

In the event a LEC or any regulatory entity rejects an ANI and assesses Qwest any charge, fine, forfeiture, or fee for improper or inadequate PIC authorizations relating to Customer's service, Customer shall promptly reimburse Qwest for all such charges. Qwest agrees to pass through at cost any such charge, fine, forfeiture, or fee for improper or inadequate PIC authorizations

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imposed by LEC or any regulatory agency relating to Customer's Service without additional administrative markup (the "Improper PIC Fee").

Upon request, Customer shall promptly provide to Qwest or the LEC, at Customer's expense, any documentation required by the LEC regarding PIC selections or authorizations from Customer's End Users. In addition, Customer shall promptly and in good faith cooperate with Qwest and all LECs in investigating and attempting to resolve all PIC selection and authorization disputes ("PIC Disputes").

**5.1 PIC DISPUTES.**

For any PIC Disputes submitted to Qwest by a LEC, Qwest will require Customer to provide proof of authorization (either a Third Party Verification (TPV) recording or a signed Letter of Agency (LOA)) within ten (10) calendar days from the date the dispute is alleged. Customer shall receive notice of such dispute via Qwest Remote Control<sup>SM</sup>. If proof of authorization is not received by Qwest within ten (10) calendar days, Qwest will charge Customer a \$13.00 LEC invoicing fee and a \$25.00 Qwest administrative fee per PIC Dispute. Customer is responsible for reimbursing its end-user for any LEC switching fees, usage charges or other costs associated with each PIC Dispute.

If the number of PIC Disputes where authorization is not received by Qwest within ten (10) calendar days to Qwest exceeds two percent (2%) of the total PIC Disputes alleged for all of Customer's related accounts during any calendar month, Qwest reserves the right to take the remedial measures set forth below designed to improve the Customer's response to PIC Dispute allegations. If Customer has more than one account with Qwest, the remedial measures will be taken simultaneously on each Customer account until such time as Customer's number of PIC Disputes without proof of authorization falls below two percent (2%) of all PIC Disputes alleged for all of Customer's accounts. Qwest's general remedial measures are as follows:

- Customer will be sent warning letter the first month that Customer cannot provide adequate proof of authorization for more than two percent (2%) of all PIC Disputes during the relevant month.
- In the event that Customer cannot provide adequate proof of authorization for more than two percent (2%) of all PIC Disputes during the relevant month for two consecutive months, Customer will be sent a Phase I notification letter. During Phase I, in addition to Qwest's other rights and remedies hereunder, Qwest will disconnect Customer's automatic transfer options for a minimum period of three months. During this time, if an ANI that already exists in the Qwest Billing System is provisioned to Customer's account, the order will automatically reject as WTN Not Transferable. An LOA or TPV will need to be provided to Customer's Switched Account Manager in order to facilitate the manual transfer of this component. If an LOA/TPV is not provided, the component will not be provisioned to the Customer's account.
- In the event that Customer cannot provide adequate proof of authorization for more than two percent (2%) of all PIC Disputes during the relevant month for three consecutive months, Customer Reseller will be sent a Phase II notification letter. During Phase II, in addition to Qwest's other rights and remedies, the \$25.00 Qwest administrative fee will double each month until such time as Customer can provide adequate proof of authorization for more than ninety-eight percent (98%) of all PIC Disputes during the relevant month.
- In the event that Customer cannot provide adequate proof of authorization for more than two percent (2%) of all PIC Disputes during the relevant month for four consecutive months, Qwest will suspend Reseller add ANI access in Remote Control until such time as Customer can provide adequate proof of authorization for more than ninety-eight percent (98%) of all PIC Disputes during the relevant month.

Notwithstanding the foregoing, nothing herein shall be construed to limit Qwest's ability to pursue any and all remedies available to Qwest under the Agreement, in law or in equity, with respect to PIC Disputes.

**6.0 CANCELLATION, BLOCKING, AND DISCONNECTION OF SERVICE.**

Without affecting Customer's minimum usage, Revenue Commitment or other obligations herein, Customer may cancel, disconnect, or terminate a portion of the Exhibit F1 Services when Customer's End User has provided a new PIC authorization to another carrier. Customer shall be financially responsible for Exhibit F1 Service provided under this Exhibit until such time that the new PIC change is implemented.

**7.0 TOLL-FREE SERVICES PORTABILITY.**

Qwest will provide switched domestic toll-free inbound services to End Users desiring to keep their then current toll-free number provided that the End User signs a Letter of Agency designating Qwest as the Responsible Organization for the toll-free number.

Qwest will provide international toll-free inbound service to End Users desiring to keep their then current toll-free number provided that the End User signs a Letter of Agency designating Qwest as the Responsible Organization for the ITFS number and the country of origination is willing to port the existing originating number from the current carrier to Qwest. Exhibit F2 contains a list of countries that are willing to port ITFS numbers.

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**8.0 PICC, PAYPHONE COMPENSATION, AND OTHER REGULATORY REFORM RELATED SURCHARGES.**

As a result of regulatory reform, certain government subsidies and other government-imposed charges previously collected through local exchange access usage rates are assessed directly upon interexchange carriers on a per-line or per-call basis. The following flat rate charges may apply to Customer's total charges as a result, and Customer agrees to be responsible for paying for such fees. These charges will be itemized on the Customer's bill and are in addition to the Service rates described in Exhibit F2.

(i) Payphone Compensation Surcharge: Qwest will assess on Customer a Payphone Compensation Surcharge of \$0.26 per Toll-Free Call (including each pound reoriginated call) successfully completed. Payphone Compensation Surcharges will be itemized on the Customer's Invoice and are in addition to the Service rates described in Exhibit F2 or other applicable rate exhibits.

(ii) PICC (Primary Interexchange Carrier Charge): A fee per line pre-subscribed to Qwest that may vary as follows, depending upon line type. These charges are subject to change.

<b>Residential:</b>	<b>Business:</b>
Primary Residential Line \$0.00	Single Line Business \$0.00
Each Subsequent Residential Line \$0.00	Multi-Line Business \$1.50 (per Business Line)

**9.0 OTHER ANCILLARY FEES.**

Monthly Electronic Billing Call Detail Delivery per disk/tape/CD ROM (In your choice of media including Magnetic Tape, CD ROM, or Diskette)	\$55.00
PIC Processing Charge *	\$0.00
Electronic Provisioning	\$0.00
8XX SMS Number Storage Charge per active number	\$0.70
*Excluding the Improper PIC Fee	

**10.0 TOLL-FREE DIRECTORY ASSISTANCE LISTING.**

At the Customer's written request, Qwest will provide a Toll-Free Services Directory Assistance listing in the national database. Customer understands that this Service is ultimately provided by a third party, and subject to the policies and procedures set forth by this third party. The charges for this service are as follows:

Query Fee:	\$1.25 Per Query
Monthly Listing Fee:	\$3 Per Listing
Listing Non-Recurring Charge:	\$35 Non-Recurring Charge Per Listing
Change Fee:	\$35 Per Change
Expedite Fee:	\$100 Per Change

Customer agrees to be responsible for such charges and that such charges shall be due and payable in accordance with the payment terms and conditions under the Agreement.

**11.0 PROJECT ACCOUNT CODES (PAC).**

Qwest will provide Project Account Codes for use with outbound and toll-free inbound services to Customer at the following rates:

PAC set up:	\$10.00
PAC Monthly Recurring Charges:	\$ 1.00
Change Fee:	\$50.00

Outbound PAC charges are per account. Toll-free inbound PAC charges are per toll-free number. Customer agrees to be responsible for such charges and that such charges shall be due upon receipt in accordance with the payment terms and conditions under the Agreement.

**12.0 CALLING CARD SERVICES.**

Qwest Reseller Calling Card Service offers domestic-to-domestic, domestic-to-international and international origination calling card service from certain countries with the use of a fourteen digit authorization code, consisting of 10 digits plus a 4 digit PIN. Customer shall request the provision, and Qwest shall provide, the Reseller Calling Card Service, through and in accordance with the completion and submission of Qwest's Calling Card Order Form and order procedures in effect, as may be changed from time to time.

Qwest's Calling Card Service offers two options with respect to the branding of the platform: (i) Generic Calling Card Option; and (ii) Private-Labeled Calling Card Option. The Generic Calling Card service option allows the Customer to utilize the existing Wholesale generic platform access number. This option offers no branding on the platform or in the branding of Operator Services calls. The Wholesale customer is responsible for handling his own customer service calls. If the call is assisted by an operator, the operator will direct the end user to dial the customer service number of the Customer. The Private Label Calling Card service option offers branding in Customer's name for the greeting and closing platform scripts; the request of a Toll-Free access number to the platform;

RATES ARE FOR DISCUSSION PURPOSES ONLY. RATES ARE NOT EFFECTIVE UNTIL A CONTRACT OR ADDENDUM IS FULLY EXECUTED.



**ReQwest SeLEct  
Switchless Reseller  
Domestic Toll Free Service**

LATA	Primary State/Territory	Interstate Dedicated Base 8XX Rates					
		Class I	Class II	Class III	Class IV	Class V	Class VI
120	ME	\$0.0118	\$0.0666	\$0.0666	\$0.0248	\$0.0660	\$0.0666
122	NH	\$0.0102	\$0.0637	\$0.0637	\$0.0238	\$0.0637	\$0.0635
124	VT	\$0.0128	\$0.0728	\$0.0728	\$0.0133	\$0.0446	\$0.0728
126	MA	\$0.0096	\$0.0610	\$0.0610	\$0.0212	\$0.0606	\$0.0610
128	MA	\$0.0083	\$0.0630	\$0.0630	\$0.0232	\$0.0630	\$0.0630
130	RI	\$0.0084	\$0.0646	\$0.0646	\$0.0230	\$0.0646	\$0.0646
132	NY	\$0.0074	\$0.0196	\$0.0196	\$0.0063	\$0.0196	\$0.0162
133	NY	\$0.0078	\$0.0096	\$0.0280	\$0.0061	\$0.0186	\$0.0280
134	NY	\$0.0108	\$0.0671	\$0.0671	\$0.0085	\$0.0245	\$0.0671
136	NY	\$0.0098	\$0.0557	\$0.0557	\$0.0076	\$0.0220	\$0.0557
138	NY	\$0.0095	\$0.0089	\$0.0602	\$0.0066	\$0.0246	\$0.0602
140	NY	\$0.0092	\$0.0567	\$0.0567	\$0.0068	\$0.0247	\$0.0567
220	NJ	\$0.0080	\$0.0132	\$0.0132	\$0.0067	\$0.0132	\$0.0132
222	NJ	\$0.0073	\$0.0230	\$0.0230	\$0.0067	\$0.0230	\$0.0230
224	NJ	\$0.0080	\$0.0240	\$0.0124	\$0.0075	\$0.0240	\$0.0204
226	PA	\$0.0080	\$0.0092	\$0.0115	\$0.0081	\$0.0221	\$0.0450
228	PA	\$0.0089	\$0.0194	\$0.0464	\$0.0097	\$0.0213	\$0.0464
230	PA	\$0.0096	\$0.0112	\$0.0128	\$0.0082	\$0.0192	\$0.0229
232	PA	\$0.0094	\$0.0190	\$0.0206	\$0.0086	\$0.0161	\$0.0375
234	PA	\$0.0089	\$0.0146	\$0.0121	\$0.0080	\$0.0198	\$0.0376
236	DC	\$0.0084	\$0.0094	\$0.0603	\$0.0169	\$0.0512	\$0.0582
238	MD	\$0.0079	\$0.0614	\$0.0614	\$0.0131	\$0.0614	\$0.0452
240	MD	\$0.0107	\$0.0452	\$0.0126	\$0.0208	\$0.0452	\$0.0207
242	MD	\$0.0084	\$0.0364	\$0.0364	\$0.0075	\$0.0364	\$0.0364
244	VA	\$0.0107	\$0.0104	\$0.0139	\$0.0051	\$0.0173	\$0.0385
246	VA	\$0.0105	\$0.0106	\$0.0137	\$0.0046	\$0.0183	\$0.0183
248	VA	\$0.0095	\$0.0115	\$0.0132	\$0.0035	\$0.0184	\$0.0384
250	VA	\$0.0106	\$0.0248	\$0.0157	\$0.0038	\$0.0170	\$0.0358
252	VA	\$0.0092	\$0.0121	\$0.0139	\$0.0026	\$0.0176	\$0.0174
254	WV	\$0.0181	\$0.0474	\$0.0474	\$0.0147	\$0.0474	\$0.0436
256	WV	\$0.0163	\$0.0391	\$0.0391	\$0.0161	\$0.0391	\$0.0254
320	OH	\$0.0093	\$0.0087	\$0.0360	\$0.0043	\$0.0136	\$0.0360
322	OH	\$0.0088	\$0.0125	\$0.0125	\$0.0032	\$0.0089	\$0.0125
324	OH	\$0.0094	\$0.0096	\$0.0134	\$0.0039	\$0.0136	\$0.0229
325	OH	\$0.0091	\$0.0089	\$0.0214	\$0.0043	\$0.0134	\$0.0214
326	OH	\$0.0093	\$0.0113	\$0.0127	\$0.0042	\$0.0175	\$0.0428
328	OH	\$0.0093	\$0.0080	\$0.0123	\$0.0037	\$0.0131	\$0.0238
330	IN	\$0.0091	\$0.0117	\$0.0362	\$0.0101	\$0.0123	\$0.0362
332	IN	\$0.0108	\$0.0095	\$0.0122	\$0.0075	\$0.0210	\$0.0591
334	IN	\$0.0119	\$0.0104	\$0.0145	\$0.0078	\$0.0179	\$0.0490
336	IN	\$0.0095	\$0.0090	\$0.0114	\$0.0089	\$0.0205	\$0.0570
338	IN	\$0.0121	\$0.0113	\$0.0614	\$0.0117	\$0.0179	\$0.0614
340	MI	\$0.0088	\$0.0076	\$0.0549	\$0.0073	\$0.0136	\$0.0549
342	MI	\$0.0096	\$0.1115	\$0.1115	\$0.0099	\$0.0125	\$0.1115
344	MI	\$0.0103	\$0.0104	\$0.0629	\$0.0097	\$0.0156	\$0.0629

RATES ARE FOR DISCUSSION PURPOSES ONLY. RATES ARE NOT EFFECTIVE UNTIL A CONTRACT OR ADDENDUM IS FULLY EXECUTED.



**ReQwest SeLECT  
Switchless Reseller  
Domestic Toll Free Service**

LATA	Primary State/Territory	Interstate Dedicated Base 8XX Rates					
		Class I	Class II	Class III	Class IV	Class V	Class VI
346	MI	\$0.0080	\$0.0066	\$0.0380	\$0.0063	\$0.0092	\$0.0380
348	MI	\$0.0096	\$0.0101	\$0.0541	\$0.0075	\$0.0166	\$0.0541
350	WI	\$0.0254	\$0.0281	\$0.0382	\$0.0253	\$0.0382	\$0.0367
352	WI	\$0.0256	\$0.0693	\$0.0693	\$0.0693	\$0.0418	\$0.0512
354	WI	\$0.0251	\$0.0273	\$0.0384	\$0.0240	\$0.0384	\$0.0377
356	WI	\$0.0248	\$0.0281	\$0.0641	\$0.0236	\$0.0384	\$0.0641
358	IL	\$0.0089	\$0.0081	\$0.0355	\$0.0078	\$0.0148	\$0.0574
360	IL	\$0.0079	\$0.0092	\$0.0145	\$0.0079	\$0.0145	\$0.0145
362	IL	\$0.0130	\$0.0101	\$0.0172	\$0.0093	\$0.0135	\$0.0172
364	IL	\$0.0132	\$0.0087	\$0.0224	\$0.0101	\$0.0163	\$0.0224
366	IL	\$0.0138	\$0.0085	\$0.0222	\$0.0108	\$0.0155	\$0.0222
368	IL	\$0.0096	\$0.0107	\$0.0237	\$0.0086	\$0.0148	\$0.0237
370	IL	\$0.0071	\$0.0080	\$0.0209	\$0.0092	\$0.0209	\$0.0209
374	IL	\$0.0081	\$0.0073	\$0.0209	\$0.0091	\$0.0159	\$0.0209
376	IL	\$0.0117	\$0.0136	\$0.0314	\$0.0110	\$0.0195	\$0.0314
420	NC	\$0.0083	\$0.0098	\$0.0371	\$0.0086	\$0.0125	\$0.0371
422	NC	\$0.0082	\$0.0148	\$0.0132	\$0.0085	\$0.0167	\$0.0173
424	NC	\$0.0094	\$0.0418	\$0.0137	\$0.0095	\$0.0225	\$0.0418
426	NC	\$0.0080	\$0.0099	\$0.0122	\$0.0086	\$0.0177	\$0.0157
428	NC	\$0.0097	\$0.0248	\$0.0248	\$0.0088	\$0.0209	\$0.0248
430	SC	\$0.0073	\$0.0130	\$0.0115	\$0.0049	\$0.0167	\$0.0457
432	SC	\$0.0071	\$0.0108	\$0.0411	\$0.0054	\$0.0115	\$0.0411
434	SC	\$0.0077	\$0.0119	\$0.0132	\$0.0059	\$0.0164	\$0.0491
436	SC	\$0.0068	\$0.0118	\$0.0109	\$0.0053	\$0.0142	\$0.0601
438	GA	\$0.0079	\$0.0335	\$0.0335	\$0.0094	\$0.0329	\$0.0335
440	GA	\$0.0083	\$0.0436	\$0.0436	\$0.0091	\$0.0315	\$0.0436
442	GA	\$0.0074	\$0.0104	\$0.0298	\$0.0082	\$0.0298	\$0.0280
444	GA	\$0.0096	\$0.0340	\$0.0340	\$0.0106	\$0.0340	\$0.0321
446	GA	\$0.0084	\$0.0314	\$0.0314	\$0.0092	\$0.0305	\$0.0314
448	FL	\$0.0073	\$0.0496	\$0.0151	\$0.0052	\$0.0226	\$0.0496
450	FL	\$0.0074	\$0.0631	\$0.0183	\$0.0073	\$0.0229	\$0.0631
452	FL	\$0.0074	\$0.0228	\$0.0173	\$0.0084	\$0.0227	\$0.0228
454	FL	\$0.0082	\$0.0286	\$0.0144	\$0.0092	\$0.0198	\$0.0286
456	FL	\$0.0066	\$0.0214	\$0.0214	\$0.0082	\$0.0214	\$0.0214
458	FL	\$0.0069	\$0.0231	\$0.0115	\$0.0087	\$0.0231	\$0.0128
460	FL	\$0.0070	\$0.0623	\$0.0185	\$0.0082	\$0.0225	\$0.0623
462	KY	\$0.0093	\$0.0108	\$0.0290	\$0.0055	\$0.0124	\$0.0290
464	KY	\$0.0086	\$0.0563	\$0.0563	\$0.0056	\$0.0097	\$0.0563
466	KY	\$0.0110	\$0.0191	\$0.0191	\$0.0069	\$0.0149	\$0.0191
468	TN	\$0.0091	\$0.0513	\$0.0513	\$0.0060	\$0.0214	\$0.0513
470	TN	\$0.0089	\$0.0473	\$0.0473	\$0.0077	\$0.0219	\$0.0473
472	TN	\$0.0095	\$0.0616	\$0.0616	\$0.0078	\$0.0236	\$0.0616
474	TN	\$0.0068	\$0.0566	\$0.0566	\$0.0055	\$0.0176	\$0.0566
476	AL	\$0.0094	\$0.0412	\$0.0412	\$0.0059	\$0.0130	\$0.0412
477	AL	\$0.0102	\$0.0298	\$0.0298	\$0.0045	\$0.0121	\$0.0298

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ReQwest SeLEct  
Switchless Reseller  
Domestic Toll Free Service

LATA	Primary State/Territory	Interstate Dedicated Base 8XX Rates					
		Class I	Class II	Class III	Class IV	Class V	Class VI
478	AL	\$0.0091	\$0.0217	\$0.0217	\$0.0073	\$0.0133	\$0.0217
480	AL	\$0.0085	\$0.0207	\$0.0207	\$0.0045	\$0.0111	\$0.0207
482	MS	\$0.0108	\$0.0503	\$0.0503	\$0.0156	\$0.0443	\$0.0503
484	MS	\$0.0079	\$0.0215	\$0.0215	\$0.0100	\$0.0215	\$0.0118
486	LA	\$0.0102	\$0.0735	\$0.0735	\$0.0235	\$0.0735	\$0.0573
488	LA	\$0.0082	\$0.0550	\$0.0550	\$0.0093	\$0.0385	\$0.0550
490	LA	\$0.0087	\$0.0466	\$0.0466	\$0.0226	\$0.0466	\$0.0466
492	LA	\$0.0074	\$0.0576	\$0.0576	\$0.0217	\$0.0576	\$0.0397
520	MO	\$0.0108	\$0.0137	\$0.0198	\$0.0129	\$0.0329	\$0.0472
521	MO	\$0.0074	\$0.0116	\$0.0115	\$0.0040	\$0.0116	\$0.0116
522	MO	\$0.0086	\$0.0391	\$0.0118	\$0.0081	\$0.0288	\$0.0391
524	MO	\$0.0143	\$0.0627	\$0.0213	\$0.0145	\$0.0352	\$0.0627
526	AR	\$0.0090	\$0.0576	\$0.0576	\$0.0105	\$0.0271	\$0.0576
528	AR	\$0.0106	\$0.0540	\$0.0540	\$0.0169	\$0.0372	\$0.0540
530	AR	\$0.0090	\$0.0306	\$0.0306	\$0.0153	\$0.0306	\$0.0306
532	KS	\$0.0111	\$0.0507	\$0.0196	\$0.0099	\$0.0232	\$0.0507
534	KS	\$0.0121	\$0.0556	\$0.0212	\$0.0105	\$0.0195	\$0.0556
536	OK	\$0.0116	\$0.0598	\$0.0598	\$0.0123	\$0.0413	\$0.0598
538	OK	\$0.0121	\$0.0390	\$0.0390	\$0.0096	\$0.0317	\$0.0390
540	TX	\$0.0098	\$0.0513	\$0.0513	\$0.0069	\$0.0180	\$0.0513
542	TX	\$0.0081	\$0.0552	\$0.0552	\$0.0040	\$0.0138	\$0.0552
544	TX	\$0.0105	\$0.0524	\$0.0524	\$0.0080	\$0.0183	\$0.0524
546	TX	\$0.0077	\$0.0453	\$0.0453	\$0.0048	\$0.0148	\$0.0453
548	TX	\$0.0101	\$0.0551	\$0.0551	\$0.0081	\$0.0125	\$0.0551
550	TX	\$0.0094	\$0.0518	\$0.0518	\$0.0063	\$0.0133	\$0.0518
552	TX	\$0.0137	\$0.0149	\$0.0208	\$0.0095	\$0.0232	\$0.0626
554	TX	\$0.0088	\$0.0117	\$0.0120	\$0.0058	\$0.0143	\$0.0368
556	TX	\$0.0085	\$0.0594	\$0.0121	\$0.0037	\$0.0153	\$0.0594
558	TX	\$0.0099	\$0.0127	\$0.0208	\$0.0051	\$0.0178	\$0.0372
560	TX	\$0.0116	\$0.0136	\$0.0166	\$0.0072	\$0.0205	\$0.0289
562	TX	\$0.0102	\$0.0579	\$0.0579	\$0.0058	\$0.0119	\$0.0579
564	TX	\$0.0118	\$0.0119	\$0.0192	\$0.0075	\$0.0173	\$0.0635
566	TX	\$0.0154	\$0.0202	\$0.0242	\$0.0121	\$0.0254	\$0.0445
568	TX	\$0.0089	\$0.0125	\$0.0630	\$0.0038	\$0.0169	\$0.0630
570	TX	\$0.0107	\$0.0100	\$0.0494	\$0.0037	\$0.0494	\$0.0494
620	MN	\$0.0089	\$0.0611	\$0.0609	\$0.0563	\$0.0610	\$0.0611
624	MN	\$0.0089	\$0.0608	\$0.0608	\$0.0021	\$0.0116	\$0.0608
626	MN	\$0.0089	\$0.0792	\$0.0097	\$0.0020	\$0.0116	\$0.0792
628	MN	\$0.0089	\$0.0277	\$0.0108	\$0.0024	\$0.0128	\$0.0277
630	IA	\$0.0089	\$0.0323	\$0.0323	\$0.0086	\$0.0289	\$0.0323
632	IA	\$0.0089	\$0.0836	\$0.0836	\$0.0778	\$0.0836	\$0.0836
634	IA	\$0.0089	\$0.0650	\$0.0650	\$0.0582	\$0.0623	\$0.0650
635	IA	\$0.0089	\$0.0814	\$0.0814	\$0.0755	\$0.0814	\$0.0814
636	ND	\$0.0089	\$0.0697	\$0.0629	\$0.0652	\$0.0697	\$0.0663
638	ND	\$0.0089	\$0.0707	\$0.0707	\$0.0668	\$0.0707	\$0.0707

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**ReQwest SeLEct  
Switchless Reseller  
Domestic Toll Free Service**

LATA	Primary State/Territory	Interstate Dedicated Base 8XX Rates					
		Class I	Class II	Class III	Class IV	Class V	Class VI
640	SD	\$0.0089	\$0.0959	\$0.0959	\$0.0881	\$0.0959	\$0.0959
644	NE	\$0.0089	\$0.0622	\$0.0622	\$0.0475	\$0.0492	\$0.0622
646	NE	\$0.0089	\$0.0591	\$0.0591	\$0.0481	\$0.0493	\$0.0494
648	MT	\$0.0089	\$0.0837	\$0.0837	\$0.0813	\$0.0837	\$0.0837
650	MT	\$0.0089	\$0.0838	\$0.0838	\$0.0810	\$0.0835	\$0.0838
652	ID	\$0.0089	\$0.0657	\$0.0657	\$0.0631	\$0.0657	\$0.0611
654	WY	\$0.0089	\$0.1845	\$0.1845	\$0.0995	\$0.1845	\$0.1095
656	CO	\$0.0089	\$0.0548	\$0.0548	\$0.0511	\$0.0548	\$0.0548
658	CO	\$0.0089	\$0.0529	\$0.0529	\$0.0490	\$0.0529	\$0.0528
660	UT	\$0.0089	\$0.0477	\$0.0477	\$0.0467	\$0.0477	\$0.0460
664	NM	\$0.0089	\$0.0899	\$0.0899	\$0.0899	\$0.0852	\$0.0852
666	AZ	\$0.0089	\$0.0729	\$0.0729	\$0.0679	\$0.0729	\$0.0728
668	AZ	\$0.0089	\$0.0704	\$0.0704	\$0.0651	\$0.0704	\$0.0702
670	OR	\$0.0089	\$0.0526	\$0.0507	\$0.0469	\$0.0508	\$0.0508
672	OR	\$0.0089	\$0.0499	\$0.0474	\$0.0469	\$0.0493	\$0.0477
674	WA	\$0.0219	\$0.0259	\$0.0455	\$0.0435	\$0.0457	\$0.0456
676	WA	\$0.0235	\$0.0269	\$0.0465	\$0.0445	\$0.0473	\$0.0472
720	NV	\$0.0182	\$0.0150	\$0.0365	\$0.0128	\$0.0234	\$0.0365
721	NV	\$0.0276	\$0.0317	\$0.0119	\$0.0102	\$0.0212	\$0.0317
722	CA	\$0.0085	\$0.0083	\$0.0165	\$0.0050	\$0.0165	\$0.0141
724	CA	\$0.0088	\$0.0077	\$0.0336	\$0.0045	\$0.0133	\$0.0336
726	CA	\$0.0087	\$0.0077	\$0.0163	\$0.0052	\$0.0163	\$0.0154
728	CA	\$0.0075	\$0.0088	\$0.0331	\$0.0070	\$0.0127	\$0.0331
730	CA	\$0.0082	\$0.0069	\$0.0163	\$0.0027	\$0.0142	\$0.0163
732	CA	\$0.0090	\$0.0147	\$0.0147	\$0.0038	\$0.0147	\$0.0044
734	CA	\$0.0085	\$0.0079	\$0.0141	\$0.0083	\$0.0141	\$0.0089
736	CA	\$0.0079	\$0.0594	\$0.0594	\$0.0064	\$0.0148	\$0.0594
738	CA	\$0.0081	\$0.0052	\$0.0560	\$0.0035	\$0.0138	\$0.0560
740	CA	\$0.0088	\$0.0081	\$0.0164	\$0.0039	\$0.0164	\$0.0100
832	AK	\$0.2227	\$0.2227	\$0.2227	\$0.2227	\$0.2137	\$0.1545
834	HI	\$0.0645	\$0.0132	\$0.0645	\$0.0102	\$0.0176	\$0.0645
920	CT	\$0.0584	\$0.0145	\$0.0584	\$0.0185	\$0.0584	\$0.0378
921	NY	\$0.1026	\$0.1026	\$0.1026	\$0.1026	\$0.1026	\$0.1026
922	OH	\$0.0583	\$0.0145	\$0.0137	\$0.0050	\$0.0181	\$0.0583
923	OH	\$0.0261	\$0.0070	\$0.0123	\$0.0035	\$0.0078	\$0.0261
924	PA	\$0.0196	\$0.0101	\$0.0196	\$0.0089	\$0.0184	\$0.0196
927	VA	\$0.0201	\$0.0201	\$0.0201	\$0.0017	\$0.0143	\$0.0201
928	VA	\$0.0138	\$0.0138	\$0.0096	\$0.0010	\$0.0138	\$0.0138
929	VA	\$0.0573	\$0.0573	\$0.0573	\$0.0017	\$0.0573	\$0.0573
932	WV	\$0.0180	\$0.0099	\$0.0180	\$0.0093	\$0.0180	\$0.0180
937	IN	\$0.0268	\$0.0089	\$0.0268	\$0.0096	\$0.0268	\$0.0268
938	IN	\$0.0606	\$0.0116	\$0.0606	\$0.0093	\$0.0606	\$0.0606
939	FL	\$0.0216	\$0.0216	\$0.0119	\$0.0077	\$0.0216	\$0.0216
949	NC	\$0.0200	\$0.0200	\$0.0116	\$0.0067	\$0.0167	\$0.0200
951	NC	\$0.0639	\$0.0639	\$0.0112	\$0.0067	\$0.0190	\$0.0639

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**ReQwest SeLEct  
Switchless Reseller  
Domestic Toll Free Service**

LATA	Primary State/Territory	Interstate Dedicated Base 8XX Rates					
		Class I	Class II	Class III	Class IV	Class V	Class VI
952	FL	\$0.0232	\$0.0110	\$0.0191	\$0.0088	\$0.0232	\$0.0232
953	FL	\$0.0889	\$0.0889	\$0.0108	\$0.0067	\$0.0173	\$0.0889
956	TN	\$0.0323	\$0.0323	\$0.0106	\$0.0050	\$0.0190	\$0.0323
958	NE	\$0.0089	\$0.0463	\$0.0463	\$0.0445	\$0.0463	\$0.0463
960	ID	\$0.0089	\$0.0274	\$0.0664	\$0.0581	\$0.0644	\$0.0664
961	TX	\$0.0640	\$0.0110	\$0.0640	\$0.0052	\$0.0121	\$0.0640
973	CA	\$0.0356	\$0.0078	\$0.0356	\$0.0033	\$0.0356	\$0.0356
974	NY	\$0.0168	\$0.0168	\$0.0168	\$0.0068	\$0.0147	\$0.0168
976	IL	\$0.0273	\$0.0123	\$0.0273	\$0.0098	\$0.0273	\$0.0273
977	IL	\$0.0220	\$0.0122	\$0.0220	\$0.0092	\$0.0220	\$0.0220
978	IL	\$0.0315	\$0.0135	\$0.0315	\$0.0179	\$0.0315	\$0.0315
980	AZ	\$0.0089	\$0.0763	\$0.0763	\$0.0710	\$0.0763	\$0.0761
981	UT	\$0.0089	\$0.0457	\$0.0457	\$0.0457	\$0.0457	\$0.0457
Canada		\$0.0660	\$0.0660	\$0.0660	\$0.0660	\$0.0660	\$0.0660



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**ReQwest SeLEct  
Switchless Reseller  
Domestic Toll Free Service**

State	Intrastate Dedicated Base 8XX Rates					
	Class I	Class II	Class III	Class IV	Class V	Class VI
AL	\$0.0115	\$0.0608	\$0.0608	\$0.0076	\$0.0608	\$0.0504
AR	\$0.0258	\$0.1307	\$0.1307	\$0.0066	\$0.1307	\$0.0737
AZ	\$0.0450	\$0.0660	\$0.0606	\$0.0588	\$0.0606	\$0.0604
CA	\$0.0157	\$0.0319	\$0.0424	\$0.0022	\$0.0414	\$0.0424
CO	\$0.0157	\$0.0455	\$0.0455	\$0.0442	\$0.0455	\$0.0454
CT	\$0.0131	\$0.0175	\$0.0358	\$0.0123	\$0.0358	\$0.0326
DC	\$0.0146	\$0.0445	\$0.0426	\$0.0226	\$0.0443	\$0.0445
DE	\$0.0216	\$0.0457	\$0.0457	\$0.0180	\$0.0457	\$0.0452
FL	\$0.0385	\$0.0883	\$0.0917	\$0.0029	\$0.0853	\$0.0801
GA	\$0.0060	\$0.0738	\$0.0738	\$0.0072	\$0.0697	\$0.0738
IA	\$0.0175	\$0.0846	\$0.0846	\$0.0052	\$0.0846	\$0.0658
ID	\$0.0240	\$0.0745	\$0.1025	\$0.0319	\$0.1025	\$0.0546
IL	\$0.0080	\$0.0114	\$0.0113	\$0.0058	\$0.0145	\$0.0166
IN	\$0.0075	\$0.0164	\$0.0127	\$0.0093	\$0.0240	\$0.0404
KS	\$0.0083	\$0.0704	\$0.0558	\$0.0150	\$0.0704	\$0.0459
KY	\$0.0067	\$0.0870	\$0.0870	\$0.0136	\$0.0354	\$0.0353
LA	\$0.0129	\$0.0428	\$0.0428	\$0.0139	\$0.0428	\$0.0344
MA	\$0.0560	\$0.0560	\$0.0560	\$0.0163	\$0.0457	\$0.0442
MD	\$0.0112	\$0.0431	\$0.0149	\$0.0114	\$0.0431	\$0.0378
ME	\$0.0120	\$0.0528	\$0.0528	\$0.0171	\$0.0528	\$0.0528
MI	\$0.0069	\$0.0073	\$0.0291	\$0.0051	\$0.0096	\$0.0291
MN	\$0.0169	\$0.0617	\$0.0589	\$0.0468	\$0.0616	\$0.0617
MO	\$0.0423	\$0.1607	\$0.1607	\$0.0191	\$0.1379	\$0.1394
MS	\$0.0103	\$0.1513	\$0.1513	\$0.0157	\$0.1513	\$0.0782
MT	\$0.0498	\$0.0498	\$0.0498	\$0.0446	\$0.0498	\$0.0498
NC	\$0.0109	\$0.1339	\$0.0801	\$0.0057	\$0.1579	\$0.0975
ND	\$0.0175	\$0.0726	\$0.0726	\$0.0695	\$0.0726	\$0.0726
NE	\$0.0159	\$0.0480	\$0.0462	\$0.0343	\$0.0480	\$0.0466
NH	\$0.0474	\$0.0507	\$0.0507	\$0.0160	\$0.0445	\$0.0507
NJ	\$0.0155	\$0.0834	\$0.0695	\$0.0134	\$0.0834	\$0.0808
NM	\$0.0170	\$0.0869	\$0.0869	\$0.0805	\$0.0869	\$0.0764
NV	\$0.0154	\$0.0594	\$0.0188	\$0.0105	\$0.0256	\$0.0523
NY	\$0.0259	\$0.0457	\$0.0457	\$0.0189	\$0.0457	\$0.0373
OH	\$0.0065	\$0.0097	\$0.0091	\$0.0031	\$0.0122	\$0.0895
OK	\$0.0146	\$0.0888	\$0.0888	\$0.0057	\$0.0888	\$0.0567
OR	\$0.0320	\$0.0421	\$0.0470	\$0.0358	\$0.0389	\$0.0492
PA	\$0.0171	\$0.0142	\$0.0097	\$0.0056	\$0.0190	\$0.0319
RI	\$0.0186	\$0.0446	\$0.0446	\$0.0160	\$0.0446	\$0.0446
SC	\$0.0135	\$0.0269	\$0.0251	\$0.0042	\$0.0286	\$0.0361
SD	\$0.0882	\$0.0981	\$0.0981	\$0.0014	\$0.0981	\$0.0981
TN	\$0.0083	\$0.0491	\$0.0283	\$0.0050	\$0.0349	\$0.0491
TX	\$0.0472	\$0.0331	\$0.0420	\$0.0067	\$0.0368	\$0.0537
UT	\$0.0211	\$0.0692	\$0.0692	\$0.0692	\$0.0522	\$0.0490
VA	\$0.0194	\$0.0195	\$0.0201	\$0.0034	\$0.0697	\$0.0358

RATES ARE FOR DISCUSSION PURPOSES ONLY. RATES ARE NOT EFFECTIVE UNTIL A CONTRACT OR ADDENDUM IS FULLY EXECUTED.



**ReQwest SeLEct  
Switchless Reseller  
Domestic Toll Free Service**

State	Intrastate Dedicated Base 8XX Rates					
	Class I	Class II	Class III	Class IV	Class V	Class VI
VT	\$0.0236	\$0.0460	\$0.0460	\$0.0059	\$0.0250	\$0.0460
WA	\$0.0162	\$0.0210	\$0.0388	\$0.0319	\$0.0406	\$0.0406
WI	\$0.0177	\$0.0194	\$0.0401	\$0.0196	\$0.0265	\$0.0401
WV	\$0.0128	\$0.1065	\$0.1065	\$0.0274	\$0.1065	\$0.0580
WY	\$0.0172	\$0.1108	\$0.1108	\$0.1060	\$0.1108	\$0.1108

Interstate and Intrastate billing increments: 6 seconds initial; 6 second increments.

RATES ARE FOR DISCUSSION PURPOSES ONLY. RATES ARE NOT EFFECTIVE UNTIL A CONTRACT OR ADDENDUM IS FULLY EXECUTED.



**ReQwest SeLEct  
Switchless Reseller  
Domestic Outbound Voice Services**

State	Interstate Switched Base Rates					
	Class I	Class II	Class III	Class IV	Class V	Class VI
AL	\$0.0207	\$0.0549	\$0.0549	\$0.0252	\$0.0311	\$0.0549
AR	\$0.0211	\$0.0750	\$0.0750	\$0.0403	\$0.0750	\$0.0666
AZ	\$0.0200	\$0.0600	\$0.0600	\$0.0275	\$0.0350	\$0.0660
CA	\$0.0209	\$0.0281	\$0.0432	\$0.0241	\$0.0355	\$0.0432
CO	\$0.0186	\$0.0508	\$0.0508	\$0.0242	\$0.0304	\$0.0546
CT	\$0.0191	\$0.0325	\$0.0685	\$0.0450	\$0.0587	\$0.0685
DC	\$0.0202	\$0.0833	\$0.0833	\$0.0494	\$0.0833	\$0.0765
DE	\$0.0208	\$0.0837	\$0.0837	\$0.0499	\$0.0621	\$0.0837
FL	\$0.0196	\$0.0333	\$0.0315	\$0.0305	\$0.0471	\$0.0333
GA	\$0.0200	\$0.0693	\$0.0693	\$0.0228	\$0.0607	\$0.0693
IA	\$0.0188	\$0.0631	\$0.0631	\$0.0245	\$0.0321	\$0.0558
ID	\$0.0208	\$0.0293	\$0.0564	\$0.0271	\$0.0185	\$0.0361
IL	\$0.0212	\$0.0318	\$0.0386	\$0.0163	\$0.0187	\$0.0504
IN	\$0.0208	\$0.0298	\$0.0371	\$0.0158	\$0.0181	\$0.0567
KS	\$0.0239	\$0.0648	\$0.0567	\$0.0301	\$0.0590	\$0.0648
KY	\$0.0210	\$0.0383	\$0.0549	\$0.0206	\$0.0297	\$0.0549
LA	\$0.0210	\$0.1046	\$0.1046	\$0.0336	\$0.1046	\$0.0765
MA	\$0.0202	\$0.0729	\$0.0729	\$0.0405	\$0.0656	\$0.0729
MD	\$0.0205	\$0.0738	\$0.0438	\$0.0484	\$0.0559	\$0.0738
ME	\$0.0231	\$0.0729	\$0.0729	\$0.0497	\$0.0673	\$0.0729
MI	\$0.0213	\$0.0283	\$0.0594	\$0.0162	\$0.0186	\$0.0594
MN	\$0.0205	\$0.0495	\$0.0485	\$0.0267	\$0.0283	\$0.0302
MO	\$0.0225	\$0.0594	\$0.0343	\$0.0346	\$0.0594	\$0.0510
MS	\$0.0225	\$0.0720	\$0.0720	\$0.0274	\$0.0596	\$0.0720
MT	\$0.0193	\$0.0675	\$0.0675	\$0.0251	\$0.0279	\$0.0168
NC	\$0.0206	\$0.0345	\$0.0333	\$0.0300	\$0.0439	\$0.0441
ND	\$0.0185	\$0.0639	\$0.0639	\$0.0241	\$0.0432	\$0.0320
NE	\$0.0197	\$0.0337	\$0.0201	\$0.0256	\$0.0160	\$0.0343
NH	\$0.0225	\$0.0895	\$0.0895	\$0.0498	\$0.0895	\$0.0738
NJ	\$0.0201	\$0.0488	\$0.0270	\$0.0292	\$0.0488	\$0.0288
NM	\$0.0208	\$0.0795	\$0.0795	\$0.0207	\$0.0555	\$0.0618
NV	\$0.0242	\$0.0310	\$0.0261	\$0.0291	\$0.0371	\$0.0486
NY	\$0.0200	\$0.0514	\$0.0514	\$0.0283	\$0.0514	\$0.0405
OH	\$0.0214	\$0.0323	\$0.0366	\$0.0228	\$0.0261	\$0.0531
OK	\$0.0230	\$0.0647	\$0.0647	\$0.0341	\$0.0647	\$0.0621
OR	\$0.0188	\$0.0450	\$0.0396	\$0.0244	\$0.0175	\$0.0451
PA	\$0.0208	\$0.0321	\$0.0279	\$0.0297	\$0.0435	\$0.0576
RI	\$0.0200	\$0.0435	\$0.0435	\$0.0405	\$0.0435	\$0.0435
SC	\$0.0200	\$0.0318	\$0.0252	\$0.0261	\$0.0402	\$0.0468
SD	\$0.0198	\$0.0723	\$0.0723	\$0.0258	\$0.0795	\$0.0550
TN	\$0.0203	\$0.0423	\$0.0270	\$0.0228	\$0.0228	\$0.0423
TX	\$0.0238	\$0.0340	\$0.0369	\$0.0293	\$0.0464	\$0.0441
UT	\$0.0183	\$0.0453	\$0.0453	\$0.0238	\$0.0297	\$0.0382
VA	\$0.0211	\$0.0377	\$0.0252	\$0.0238	\$0.0471	\$0.0486
VT	\$0.0242	\$0.0738	\$0.0738	\$0.0474	\$0.0711	\$0.0738

RATES ARE FOR DISCUSSION PURPOSES ONLY. RATES ARE NOT EFFECTIVE UNTIL A CONTRACT OR ADDENDUM IS FULLY EXECUTED.



**ReQwest SeLEct  
Switchless Reseller  
Domestic Outbound Voice Services**

State	Interstate Switched Base Rates					
	Class I	Class II	Class III	Class IV	Class V	Class VI
WA	\$0.0188	\$0.0244	\$0.0366	\$0.0244	\$0.0197	\$0.0356
WI	\$0.0212	\$0.0182	\$0.0585	\$0.0158	\$0.0182	\$0.0585
WV	\$0.0240	\$0.0905	\$0.0905	\$0.0265	\$0.0905	\$0.0469
WY	\$0.0218	\$0.0524	\$0.0286	\$0.0283	\$0.0230	\$0.0259

**Off-Shore:**

All calls must originate in Continental US and terminate to locations below.

	Switched Base Rates by Class					
	Class I	Class II	Class III	Class IV	Class V	Class VI
AK	\$0.3399	\$0.3399	\$0.3399	\$0.3054	\$0.3383	\$0.3399
HI	\$0.0837	\$0.0362	\$0.0837	\$0.0278	\$0.0447	\$0.0837
Guam	\$0.0864	\$0.0864	\$0.0864	\$0.0864	\$0.0864	\$0.0864
Midway	\$0.0837	\$0.0362	\$0.0837	\$0.0278	\$0.0447	\$0.0837
NMI	\$0.0824	\$0.0824	\$0.0824	\$0.0824	\$0.0824	\$0.0824
PR	\$0.0684	\$0.0684	\$0.0684	\$0.0684	\$0.0684	\$0.0684
USVI	\$0.0745	\$0.0745	\$0.0745	\$0.0745	\$0.0745	\$0.0745

Interstate and IntraState billing increments: 6 seconds initial; 6 second increments.

All 1+ Directory Assistance Calls will be billed at \$.55 per call.

RATES ARE FOR DISCUSSION PURPOSES ONLY. RATES ARE NOT EFFECTIVE UNTIL A CONTRACT OR ADDENDUM IS FULLY EXECUTED.



**ReQwest SeLEct  
Switchless Reseller  
Domestic Outbound Voice Services**

State	Intrastate Switched Base Rates					
	Class I	Class II	Class III	Class IV	Class V	Class VI
AL	\$0.0270	\$0.0840	\$0.0840	\$0.0294	\$0.0840	\$0.0760
AR	\$0.0555	\$0.1812	\$0.1812	\$0.0418	\$0.1812	\$0.1058
AZ	\$0.0713	\$0.1024	\$0.1024	\$0.0678	\$0.1049	\$0.1052
CA	\$0.0309	\$0.0480	\$0.0684	\$0.0230	\$0.0681	\$0.0684
CO	\$0.0536	\$0.0770	\$0.0770	\$0.0510	\$0.0789	\$0.0791
CT	\$0.0264	\$0.0309	\$0.0570	\$0.0304	\$0.0570	\$0.0443
DC	\$0.0433	\$0.0864	\$0.0864	\$0.0374	\$0.0833	\$0.0864
DE	\$0.0374	\$0.0710	\$0.0710	\$0.0289	\$0.0621	\$0.0710
FL	\$0.0650	\$0.1100	\$0.1100	\$0.0601	\$0.1100	\$0.1100
GA	\$0.0329	\$0.0887	\$0.0887	\$0.0364	\$0.0887	\$0.0804
HI	\$0.0796	\$0.0544	\$0.0796	\$0.0238	\$0.0732	\$0.0796
IA	\$0.0490	\$0.0934	\$0.0934	\$0.0385	\$0.0923	\$0.0958
ID	\$0.0706	\$0.0815	\$0.1112	\$0.0537	\$0.1300	\$0.0546
IL	\$0.0147	\$0.0195	\$0.0261	\$0.0103	\$0.0187	\$0.0261
IN	\$0.0155	\$0.0239	\$0.0401	\$0.0158	\$0.0378	\$0.0518
KS	\$0.0309	\$0.0791	\$0.0790	\$0.0356	\$0.0590	\$0.0791
KY	\$0.0179	\$0.0425	\$0.0538	\$0.0206	\$0.0538	\$0.0530
LA	\$0.0285	\$0.0625	\$0.0625	\$0.0331	\$0.0625	\$0.0589
MA	\$0.0536	\$0.0972	\$0.0972	\$0.0508	\$0.0656	\$0.0972
MD	\$0.0226	\$0.0696	\$0.0256	\$0.0247	\$0.0559	\$0.0696
ME	\$0.0358	\$0.0967	\$0.0967	\$0.0434	\$0.0673	\$0.0967
MI	\$0.0127	\$0.0130	\$0.0513	\$0.0096	\$0.0180	\$0.0513
MN	\$0.0470	\$0.1049	\$0.1250	\$0.0644	\$0.1181	\$0.0911
MO	\$0.1054	\$0.2474	\$0.1979	\$0.0830	\$0.2474	\$0.1872
MS	\$0.0422	\$0.2463	\$0.2463	\$0.0522	\$0.2463	\$0.1017
MT	\$0.0699	\$0.1061	\$0.1061	\$0.0487	\$0.1282	\$0.0485
NC	\$0.0558	\$0.1341	\$0.0820	\$0.0615	\$0.1520	\$0.1195
ND	\$0.0868	\$0.0915	\$0.0915	\$0.0489	\$0.0811	\$0.0574
NE	\$0.0350	\$0.1069	\$0.0688	\$0.0289	\$0.0904	\$0.0580
NH	\$0.0778	\$0.0968	\$0.0968	\$0.0469	\$0.0895	\$0.0968
NJ	\$0.0386	\$0.1371	\$0.1066	\$0.0383	\$0.1346	\$0.1371
NM	\$0.0650	\$0.1708	\$0.1708	\$0.0490	\$0.1675	\$0.1107
NV	\$0.0279	\$0.0822	\$0.0323	\$0.0229	\$0.0371	\$0.0858
NY	\$0.0511	\$0.0789	\$0.0789	\$0.0451	\$0.0607	\$0.0789
OH	\$0.0160	\$0.0203	\$0.0196	\$0.0139	\$0.0463	\$0.0747
OK	\$0.0629	\$0.1062	\$0.1062	\$0.0564	\$0.1062	\$0.1062
OR	\$0.0349	\$0.0418	\$0.0586	\$0.0196	\$0.0417	\$0.0554
PA	\$0.0295	\$0.0281	\$0.0238	\$0.0197	\$0.0403	\$0.0500
RI	\$0.0350	\$0.0710	\$0.0710	\$0.0278	\$0.0710	\$0.0710
SC	\$0.0288	\$0.0430	\$0.0419	\$0.0207	\$0.0504	\$0.0552
SD	\$0.0889	\$0.0746	\$0.0746	\$0.0357	\$0.1097	\$0.1013
TN	\$0.0198	\$0.0662	\$0.0405	\$0.0203	\$0.0526	\$0.0662
TX	\$0.0771	\$0.0745	\$0.0713	\$0.0503	\$0.0648	\$0.0648
UT	\$0.0332	\$0.0622	\$0.0622	\$0.0306	\$0.0620	\$0.0522
VA	\$0.0396	\$0.0416	\$0.0426	\$0.0251	\$0.0794	\$0.0593

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**ReQwest SeLECT  
Switchless Reseller  
Domestic Outbound Voice Services**

State	Intrastate Switched Base Rates					
	Class I	Class II	Class III	Class IV	Class V	Class VI
VT	\$0.0444	\$0.0795	\$0.0795	\$0.0301	\$0.0576	\$0.0795
WA	\$0.0350	\$0.0592	\$0.0618	\$0.0362	\$0.0836	\$0.0643
WI	\$0.0201	\$0.0182	\$0.0470	\$0.0158	\$0.0327	\$0.0470
WV	\$0.0409	\$0.1956	\$0.1956	\$0.0385	\$0.1956	\$0.0954
WY	\$0.0245	\$0.0852	\$0.0483	\$0.0358	\$0.0288	\$0.0780

Interstate and Intrastate billing increments: 6 seconds initial; 6 second increments.

All 1+ Directory Assistance Calls will be billed at \$.55 per call.

RATES ARE FOR DISCUSSION PURPOSES ONLY. RATES ARE NOT EFFECTIVE UNTIL A CONTRACT OR ADDENDUM IS FULLY EXECUTED.



**ReQwest SeLEct  
Switchless Reseller  
Domestic Toll Free Service**

State	Interstate Switched Base 8XX Rates					
	Class I	Class II	Class III	Class IV	Class V	Class VI
AL	\$0.0209	\$0.0438	\$0.0438	\$0.0188	\$0.0276	\$0.0438
AR	\$0.0215	\$0.0667	\$0.0667	\$0.0277	\$0.0502	\$0.0667
AZ	\$0.0282	\$0.0938	\$0.0938	\$0.0447	\$0.0562	\$0.1009
CA	\$0.0210	\$0.0220	\$0.0380	\$0.0185	\$0.0313	\$0.0380
CO	\$0.0229	\$0.0761	\$0.0761	\$0.0363	\$0.0456	\$0.0819
CT	\$0.0199	\$0.0243	\$0.0744	\$0.0307	\$0.0744	\$0.0638
DC	\$0.0209	\$0.0754	\$0.0633	\$0.0337	\$0.0754	\$0.0754
DE	\$0.0212	\$0.0755	\$0.0755	\$0.0327	\$0.0755	\$0.0755
FL	\$0.0202	\$0.0236	\$0.0255	\$0.0227	\$0.0358	\$0.0498
GA	\$0.0205	\$0.0539	\$0.0539	\$0.0229	\$0.0446	\$0.0539
IA	\$0.0232	\$0.0946	\$0.0946	\$0.0367	\$0.0482	\$0.0837
ID	\$0.0271	\$0.0440	\$0.0846	\$0.0406	\$0.0277	\$0.0542
IL	\$0.0214	\$0.0236	\$0.0270	\$0.0211	\$0.0323	\$0.0442
IN	\$0.0213	\$0.0217	\$0.0259	\$0.0221	\$0.0337	\$0.0696
KS	\$0.0236	\$0.0655	\$0.0285	\$0.0223	\$0.0364	\$0.0655
KY	\$0.0214	\$0.0276	\$0.0409	\$0.0198	\$0.0289	\$0.0409
LA	\$0.0212	\$0.0743	\$0.0743	\$0.0338	\$0.0743	\$0.0668
MA	\$0.0207	\$0.0755	\$0.0755	\$0.0337	\$0.0755	\$0.0745
MD	\$0.0214	\$0.0761	\$0.0302	\$0.0323	\$0.0736	\$0.0761
ME	\$0.0234	\$0.0942	\$0.0942	\$0.0338	\$0.0765	\$0.0942
MI	\$0.0213	\$0.0216	\$0.0765	\$0.0205	\$0.0301	\$0.0765
MN	\$0.0246	\$0.0742	\$0.0728	\$0.0401	\$0.0425	\$0.0454
MO	\$0.0228	\$0.0600	\$0.0251	\$0.0248	\$0.0428	\$0.0600
MS	\$0.0228	\$0.0698	\$0.0698	\$0.0286	\$0.0449	\$0.0698
MT	\$0.0240	\$0.1013	\$0.1013	\$0.0377	\$0.0418	\$0.0252
NC	\$0.0206	\$0.0217	\$0.0241	\$0.0217	\$0.0343	\$0.0444
ND	\$0.0228	\$0.0958	\$0.0958	\$0.0361	\$0.0648	\$0.0479
NE	\$0.0246	\$0.0505	\$0.0301	\$0.0384	\$0.0239	\$0.0515
NH	\$0.0221	\$0.0735	\$0.0735	\$0.0341	\$0.0735	\$0.0730
NJ	\$0.0206	\$0.0364	\$0.0245	\$0.0224	\$0.0364	\$0.0354
NM	\$0.0251	\$0.1193	\$0.1193	\$0.0405	\$0.0832	\$0.0927
NV	\$0.0242	\$0.0234	\$0.0243	\$0.0216	\$0.0364	\$0.0465
NY	\$0.0206	\$0.0507	\$0.0507	\$0.0209	\$0.0358	\$0.0507
OH	\$0.0214	\$0.0238	\$0.0257	\$0.0190	\$0.0318	\$0.0477
OK	\$0.0232	\$0.0627	\$0.0627	\$0.0241	\$0.0493	\$0.0627
OR	\$0.0232	\$0.0675	\$0.0594	\$0.0366	\$0.0263	\$0.0676
PA	\$0.0211	\$0.0236	\$0.0254	\$0.0219	\$0.0353	\$0.0558
RI	\$0.0204	\$0.0755	\$0.0755	\$0.0337	\$0.0755	\$0.0754
SC	\$0.0198	\$0.0241	\$0.0253	\$0.0194	\$0.0306	\$0.0480
SD	\$0.0247	\$0.1085	\$0.1085	\$0.0387	\$0.1193	\$0.0825
TN	\$0.0207	\$0.0631	\$0.0234	\$0.0206	\$0.0355	\$0.0631
TX	\$0.0225	\$0.0252	\$0.0263	\$0.0213	\$0.0344	\$0.0597
UT	\$0.0225	\$0.0679	\$0.0679	\$0.0357	\$0.0445	\$0.0573
VA	\$0.0213	\$0.0248	\$0.0251	\$0.0180	\$0.0324	\$0.0623

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**ReQwest SeLEct  
Switchless Reseller  
Domestic Toll Free Service**

State	Interstate Switched Base 8XX Rates					
	Class I	Class II	Class III	Class IV	Class V	Class VI
VT	\$0.0242	\$0.0800	\$0.0800	\$0.0348	\$0.0600	\$0.0800
WA	\$0.0232	\$0.0366	\$0.0549	\$0.0367	\$0.0295	\$0.0533
WI	\$0.0212	\$0.0231	\$0.0601	\$0.0199	\$0.0329	\$0.0601
WV	\$0.0243	\$0.0453	\$0.0453	\$0.0202	\$0.0453	\$0.0400
WY	\$0.0272	\$0.0786	\$0.0428	\$0.0425	\$0.0345	\$0.0388

**Off-Shore:**

All calls must terminate in Continental US and originate in locations below.

	Switched Base Rates by Class					
	Class I	Class II	Class III	Class IV	Class V	Class VI
AK	\$0.1952	\$0.1952	\$0.1952	\$0.0707	\$0.1952	\$0.0740
HI	\$0.0615	\$0.0266	\$0.0615	\$0.0224	\$0.0338	\$0.0615
Canada	\$0.0990	\$0.0990	\$0.0990	\$0.0990	\$0.0990	\$0.0990

Canadian 8XX Origination Rates are not eligible to receive discounts.  
Interstate and Intrastate billing increments: 6 seconds initial; 6 second increments.



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**ReQwest SeLEct  
Switchless Reseller  
Domestic Toll Free Service**

State	Intrastate Switched Base 8XX Rates					
	Class I	Class II	Class III	Class IV	Class V	Class VI
AL	\$0.0381	\$0.0521	\$0.0521	\$0.0189	\$0.0521	\$0.0463
AR	\$0.0773	\$0.1070	\$0.1070	\$0.0315	\$0.1070	\$0.0647
AZ	\$0.0853	\$0.0895	\$0.0895	\$0.0682	\$0.0682	\$0.0938
CA	\$0.0417	\$0.0373	\$0.0417	\$0.0148	\$0.0386	\$0.0388
CO	\$0.0697	\$0.0732	\$0.0732	\$0.0558	\$0.0558	\$0.0767
CT	\$0.0342	\$0.0209	\$0.0381	\$0.0204	\$0.0381	\$0.0323
DC	\$0.0526	\$0.0526	\$0.0458	\$0.0290	\$0.0458	\$0.0458
DE	\$0.0487	\$0.0487	\$0.0487	\$0.0239	\$0.0413	\$0.0413
FL	\$0.1127	\$0.0931	\$0.0958	\$0.0398	\$0.0947	\$0.0842
GA	\$0.0359	\$0.0740	\$0.0740	\$0.0212	\$0.0740	\$0.0576
HI	\$0.0448	\$0.0439	\$0.0448	\$0.0263	\$0.0448	\$0.0429
IA	\$0.0637	\$0.6690	\$0.0669	\$0.0510	\$0.0510	\$0.0701
ID	\$0.0917	\$0.0963	\$0.0963	\$0.0734	\$0.0734	\$0.1009
IL	\$0.0197	\$0.0137	\$0.0155	\$0.0095	\$0.0154	\$0.0168
IN	\$0.0225	\$0.0174	\$0.0160	\$0.0149	\$0.0220	\$0.0333
KS	\$0.0353	\$0.0657	\$0.0616	\$0.0247	\$0.0657	\$0.0442
KY	\$0.0671	\$0.0671	\$0.0671	\$0.0160	\$0.0316	\$0.0308
LA	\$0.0327	\$0.0367	\$0.0367	\$0.0204	\$0.0367	\$0.0327
MA	\$0.1263	\$0.1263	\$0.1263	\$0.0450	\$0.0617	\$0.0612
MD	\$0.0273	\$0.0361	\$0.0162	\$0.0174	\$0.0343	\$0.0361
ME	\$0.0397	\$0.0535	\$0.0535	\$0.0259	\$0.0433	\$0.0535
MI	\$0.0178	\$0.0096	\$0.0277	\$0.0088	\$0.0115	\$0.0277
MN	\$0.0611	\$0.0642	\$0.0642	\$0.0489	\$0.0489	\$0.0672
MO	\$0.1561	\$0.1649	\$0.1579	\$0.0706	\$0.1649	\$0.1398
MS	\$0.0292	\$0.1255	\$0.1255	\$0.0231	\$0.1255	\$0.0707
MT	\$0.0905	\$0.0950	\$0.0950	\$0.0724	\$0.0724	\$0.0995
NC	\$0.0731	\$0.1191	\$0.0858	\$0.0382	\$0.1316	\$0.0912
ND	\$0.1128	\$0.1184	\$0.1184	\$0.0902	\$0.0902	\$0.1241
NE	\$0.0455	\$0.0478	\$0.0478	\$0.0364	\$0.0364	\$0.0501
NH	\$0.1076	\$0.1076	\$0.1076	\$0.0406	\$0.0560	\$0.0573
NJ	\$0.0426	\$0.0767	\$0.0684	\$0.0259	\$0.0739	\$0.0767
NM	\$0.0845	\$0.0887	\$0.0887	\$0.0676	\$0.0676	\$0.0930
NV	\$0.0357	\$0.0796	\$0.0250	\$0.0176	\$0.0282	\$0.0559
NY	\$0.0659	\$0.0659	\$0.0659	\$0.0323	\$0.0499	\$0.0457
OH	\$0.0221	\$0.0127	\$0.0142	\$0.0106	\$0.0151	\$0.0574
OK	\$0.0992	\$0.0992	\$0.0992	\$0.0205	\$0.0608	\$0.0458
OR	\$0.0454	\$0.0476	\$0.0476	\$0.0363	\$0.0363	\$0.0499
PA	\$0.0387	\$0.0192	\$0.0166	\$0.0141	\$0.0218	\$0.0297
RI	\$0.0433	\$0.0433	\$0.0433	\$0.0240	\$0.0408	\$0.0408
SC	\$0.0358	\$0.0286	\$0.0276	\$0.0141	\$0.0291	\$0.0349
SD	\$0.1156	\$0.1214	\$0.1214	\$0.0925	\$0.0925	\$0.1272
TN	\$0.0293	\$0.0429	\$0.0300	\$0.0152	\$0.0336	\$0.0429
TX	\$0.1212	\$0.0528	\$0.0513	\$0.0369	\$0.0547	\$0.0623
UT	\$0.0432	\$0.0454	\$0.0454	\$0.0346	\$0.0346	\$0.0475

RATES ARE FOR DISCUSSION PURPOSES ONLY. RATES ARE NOT EFFECTIVE UNTIL A CONTRACT OR ADDENDUM IS FULLY EXECUTED.



**ReQwest SeLEct  
Switchless Reseller  
Domestic Toll Free Service**

State	Intrastate Switched Base 8XX Rates					
	Class I	Class II	Class III	Class IV	Class V	Class VI
VA	\$0.0473	\$0.0262	\$0.0270	\$0.0160	\$0.0537	\$0.0359
VT	\$0.0558	\$0.0558	\$0.0558	\$0.0282	\$0.0370	\$0.0468
WA	\$0.0455	\$0.0478	\$0.0478	\$0.0364	\$0.0364	\$0.0501
WI	\$0.0362	\$0.0209	\$0.0362	\$0.0198	\$0.0262	\$0.0361
WV	\$0.0359	\$0.0904	\$0.0904	\$0.0293	\$0.0904	\$0.0480
WY	\$0.0318	\$0.0334	\$0.0334	\$0.0255	\$0.0255	\$0.0350

Interstate and Intrastate billing increments: 6 seconds initial; 6 second increments.

FOR DISCUSSION PURPOSES ONLY. RATES NOT EFFECTIVE UNTIL A CONTRACT OR ADDENDUM IS FULLY EXECUTED



RSI  
International  
Termination Rates

Country	NPA	Country Code	City/Mobile Code(s)	Switched	Dedicated	Increase, Decrease, or No Change
Afghanistan		93	N/A	\$0.4760	\$0.4560	Decrease
Albania		355	N/A	\$0.1992	\$0.1792	Increase
Albania - Mobile/Special Services		355	38, 68, 69	\$0.2267	\$0.2067	Increase
Algeria		213	N/A	\$0.1680	\$0.1480	Decrease
Algeria - Mobile/Special Services		213	61, 7, 98, 99	\$0.2280	\$0.2080	Decrease
American Samoa		684	N/A	\$0.1192	\$0.0992	Decrease
American Samoa - Mobile/Special Services		684	2	\$0.1192	\$0.0992	Increase
Andorra		376	N/A	\$0.0760	\$0.0560	Decrease
Andorra - Mobile/Special Services		376	3	\$0.4200	\$0.4000	Increase
Angola		244	N/A	\$0.2482	\$0.2282	Decrease
Angola - Mobile/Special Services		244	9	\$0.2902	\$0.2702	Decrease
Anguilla		264	N/A	\$0.2118	\$0.1918	Decrease
Anguilla - Mobile/Special Services		264	235, 772	\$0.2200	\$0.2000	Increase
Antarctica		672	N/A	\$0.5181	\$0.4981	No Change
Antigua		268	N/A	\$0.2278	\$0.2078	Decrease
Antigua - Mobile/Special Services		268	406, 409, 464, 723, 724, 725, 726, 727, 728, 729, 739, 764, 770, 771, 773, 774, 775	\$0.2278	\$0.2078	Increase
Argentina		54	N/A	\$0.0552	\$0.0352	Decrease
Argentina - Buenos Aires		54	11	\$0.0320	\$0.0120	Decrease
Argentina - Mobile/Special Services		54	9	\$0.1672	\$0.1472	Decrease
Armenia		374	N/A	\$0.1440	\$0.1240	Decrease
Armenia - Mobile/Special Services		374	7, 9	\$0.3080	\$0.2880	Decrease
Aruba		297	N/A	\$0.1840	\$0.1640	Increase
Aruba - Mobile/Special Services		297	56, 59, 6, 73, 74, 9	\$0.1840	\$0.1640	Increase
Ascension Island		247	N/A	\$0.7400	\$0.7200	Decrease
Australia		61	N/A	\$0.0424	\$0.0224	Increase
Australia - Melbourne		61	3	\$0.0395	\$0.0195	Decrease
Australia - Mobile/Special Services		61	1, 4, 5, 08, 07, 78, 79	\$0.2504	\$0.2304	Increase
Australia - Sydney		61	28, 29	\$0.0392	\$0.0192	Decrease
Austria		43	N/A	\$0.0456	\$0.0256	Increase
Austria - Mobile/Special Services		43	454, 650, 660, 661, 663, 664, 665, 666, 667, 668, 669, 67, 68, 69, 710, 711, 720, 730, 740, 8, 9	\$0.3560	\$0.3360	Increase
Austria - Vienna		43	1	\$0.0421	\$0.0221	Increase
Azerbaijan		994	N/A	\$0.2480	\$0.2280	Decrease
Azerbaijan - Mobile/Special Services		994	50, 55	\$0.2512	\$0.2312	Increase
Bahamas		242	N/A	\$0.1104	\$0.0904	Decrease
Bahamas - Mobile/Special Services		242	357, 359, 427, 457, 477, 557	\$0.1120	\$0.0920	Increase
Bahrain		973	N/A	\$0.2758	\$0.2558	Decrease
Bahrain - Mobile/Special Services		973	39, 9	\$0.3078	\$0.2878	Decrease
Bangladesh		880	N/A	\$0.2096	\$0.1896	Decrease
Bangladesh - Chittagong		880	31	\$0.1160	\$0.0960	Decrease
Bangladesh - Dhaka		880	2	\$0.0902	\$0.0702	Decrease
Bangladesh - Mobile/Special Services		880	1	\$0.2080	\$0.1880	Decrease
Bangladesh - Sylhet		880	821	\$0.1640	\$0.1440	Increase
Barbados		246	N/A	\$0.2120	\$0.1920	Decrease
Barbados - Mobile/Special Services		246	23, 24, 250, 251, 252, 253, 254	\$0.2232	\$0.2032	Increase
Belarus		375	N/A	\$0.3104	\$0.2904	Increase
Belarus - Mobile/Special Services		375	29	\$0.2968	\$0.2768	Decrease
Belgium		32	N/A	\$0.0432	\$0.0232	Decrease
Belgium - Brussels		32	2	\$0.0424	\$0.0224	Increase
Belgium - Mobile/Special Services		32	7, 9, 17, 18, 27, 33, 44, 45, 46, 47, 48, 49, 68, 216	\$0.2720	\$0.2520	Decrease
Belize		501	N/A	\$0.2280	\$0.2080	Decrease
Belize - Mobile/Special Services		501	2, 6, 14, 15, 16, 18, 802, 822	\$0.3480	\$0.3280	Increase
Benin		229	N/A	\$0.1960	\$0.1760	Decrease
Benin - Mobile/Special Services		229	01, 02, 03, 04, 05, 06, 07, 08, 09, 20, 23, 28, 29, 39, 40, 42, 44, 45, 46, 47, 48, 49, 59, 60, 64, 68, 69, 70, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98	\$0.1962	\$0.1762	Increase
Bermuda		441	N/A	\$0.1160	\$0.0960	Decrease
Bermuda - Mobile/Special Services		441	13, 150, 151, 152, 153, 159, 17, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599	\$0.1200	\$0.1000	Increase
Bhutan		975	N/A	\$0.2120	\$0.1920	Decrease
Bhutan - Mobile/Special Services		975	17, 93, 94, 95, 96, 97, 98, 99	\$0.2202	\$0.2002	Increase
Bolivia		591	N/A	\$0.1720	\$0.1520	Decrease
Bolivia - La Paz		591	22	\$0.1066	\$0.0866	Decrease
Bolivia - Mobile/Special Services		591	133, 144, 152, 159, 164, 166, 7, 9	\$0.1888	\$0.1688	Decrease
Bosnia & Herzegovina		387	N/A	\$0.2360	\$0.2160	Decrease
Bosnia & Herzegovina - Mobile/Special Services		387	6, 50	\$0.3480	\$0.3280	Increase
Botswana		267	N/A	\$0.1640	\$0.1440	Increase
Botswana - Mobile/Special Services		267	71, 72	\$0.1872	\$0.1672	Increase
Brazil		55	N/A	\$0.0856	\$0.0656	Decrease
Brazil - Belo Horizonte		55	310, 311, 312, 313, 314, 315, 316	\$0.0616	\$0.0416	Decrease
Brazil - Mobile/Special Services		55	107, 108, 109, 117, 118, 119, 127, 128, 129, 137, 138, 139, 147, 148, 149, 157, 158, 159, 167, 168, 169, 177, 178, 179, 187, 188, 189, 193, 194, 195, 196, 197, 198, 199, 207, 208, 209, 217, 218, 219, 227, 228, 229, 237, 238, 239, 247, 248, 249, 257, 258, 259, 267, 268, 269, 277, 278, 279, 287, 288, 289, 298, 307, 308, 309, 317, 318, 319, 327, 328, 329, 337, 338, 339, 347, 348, 349, 358, 359, 367, 368, 369, 377, 378, 379, 387, 388, 389, 397, 398, 399, 407, 408, 409, 417, 418, 419, 427, 428, 429, 437, 438, 439, 447, 448, 449, 457, 458, 459, 467, 468, 469, 477, 478, 479, 487, 488, 489, 497, 498, 499, 507, 508, 509, 517, 518, 519, 527, 528, 529, 537, 538, 539, 548, 549, 549, 557, 558, 559, 567, 568, 569, 577, 578, 579, 587, 588, 589, 597, 598	\$0.2200	\$0.2000	Decrease

Increase Effective Date: 04/08/04  
Decrease Effective Date: 04/02/04

QWEST COMMUNICATIONS CONFIDENTIAL AND PROPRIETARY

FOR DISCUSSION PURPOSES ONLY. RATES NOT EFFECTIVE UNTIL A CONTRACT OR ADDENDUM IS FULLY EXECUTED



RSI  
International  
Termination Rates

Country	NPA	Country Code	City/Mobile Code(s)	Switched	Dedicated	Increase, Decrease, or No Change
Brazil - Mobile/Special Services		55	707, 708, 709, 717, 718, 719, 727, 728, 729, 737, 738, 739, 747, 748, 749, 767, 768, 769, 767, 768, 769, 777, 778, 779, 787, 788, 789, 797, 798, 799, 807, 808, 809, 811, 817, 818, 819, 827, 828, 829, 837, 838, 839, 847, 848, 849, 857, 858, 859, 867, 868, 869, 877, 878, 879, 887, 888, 889, 897, 898, 899, 907, 908, 909, 917, 918, 919, 927, 928, 929, 937, 938, 939, 947, 948, 949, 957, 958, 959, 967, 968, 969, 977, 978, 979, 987, 988, 989, 997, 998, 999	\$0.2200	\$0.2000	Decrease
Brazil - Rio de Janeiro		55	211, 212, 213, 214, 215, 216	\$0.0480	\$0.0280	Increase
Brazil - São Paulo		55	111, 112, 113, 114, 115, 116	\$0.0440	\$0.0240	Increase
British Virgin Islands	284		N/A	\$0.1360	\$0.1160	Decrease
British Virgin Islands - Mobile/Special Services	284		440, 441, 442, 443, 444, 496, 499	\$0.1544	\$0.1344	Increase
Brunei		673	N/A	\$0.0872	\$0.0672	Decrease
Brunei - Mobile/Special Services		673	2, 8, 68	\$0.0840	\$0.0640	Decrease
Bulgaria		359	N/A	\$0.4128	\$0.0928	Decrease
Bulgaria - Mobile/Special Services		359	17, 48, 79, 87, 88, 89, 98, 99	\$0.3128	\$0.2928	Increase
Bulgaria - Sofia		359	2	\$0.0600	\$0.0400	Decrease
Burkina Faso		226	2	\$0.2200	\$0.2000	Decrease
Burkina Faso - Mobile/Special Services		226	2, 6, 57, 58, 59, 72, 73, 8	\$0.2202	\$0.2002	Increase
Burundi		257	N/A	\$0.1608	\$0.1408	Decrease
Burundi - Mobile/Special Services		257	29, 9	\$0.2243	\$0.2043	No Change
Cambodia		855	N/A	\$0.3080	\$0.2880	Decrease
Cambodia - Mobile/Special Services		855	1	\$0.3224	\$0.3024	Decrease
Cameroon		237	N/A	\$0.3112	\$0.2912	Decrease
Cameroon - Mobile/Special Services		237	5, 6, 7, 8, 9	\$0.3400	\$0.3200	Decrease
Canada	204	1	N/A	\$0.0320	\$0.0120	Decrease
Canada	250	1	N/A	\$0.0320	\$0.0120	Decrease
Canada	289	1	N/A	\$0.0320	\$0.0120	Decrease
Canada	306	1	N/A	\$0.0320	\$0.0120	Decrease
Canada	403	1	N/A	\$0.0320	\$0.0120	Decrease
Canada	416	1	N/A	\$0.0320	\$0.0120	Decrease
Canada	418	1	N/A	\$0.0320	\$0.0120	Decrease
Canada	458	1	N/A	\$0.0320	\$0.0120	Decrease
Canada	506	1	N/A	\$0.0320	\$0.0120	Decrease
Canada	514	1	N/A	\$0.0320	\$0.0120	Decrease
Canada	519	1	N/A	\$0.0320	\$0.0120	Decrease
Canada	604	1	N/A	\$0.0320	\$0.0120	Decrease
Canada	613	1	N/A	\$0.0320	\$0.0120	Decrease
Canada	647	1	N/A	\$0.0320	\$0.0120	Decrease
Canada	705	1	N/A	\$0.0320	\$0.0120	Decrease
Canada	709	1	N/A	\$0.0320	\$0.0120	Decrease
Canada	778	1	N/A	\$0.0320	\$0.0120	Decrease
Canada	780	1	N/A	\$0.0320	\$0.0120	Decrease
Canada	807	1	N/A	\$0.0320	\$0.0120	Decrease
Canada	819	1	N/A	\$0.0320	\$0.0120	Decrease
Canada	867	1	N/A	\$0.0320	\$0.0120	Decrease
Canada	902	1	N/A	\$0.0320	\$0.0120	Decrease
Canada	905	1	N/A	\$0.0320	\$0.0120	Decrease
Cape Verde Islands		238	N/A	\$0.3720	\$0.3520	Decrease
Cape Verde Islands - Mobile/Special Services		238	91, 92	\$0.3880	\$0.3680	Increase
Cayman Islands	345		N/A	\$0.1558	\$0.1358	Decrease
Cayman Islands - Mobile/Special Services	345		916, 917, 925, 926, 927, 929	\$0.1856	\$0.1656	Increase
Central African Republic		236	N/A	\$0.2277	\$0.2077	Decrease
Central African Republic - Mobile/Special Services		236	0	\$0.2277	\$0.2077	Increase
Chad		235	N/A	\$0.3560	\$0.3360	Decrease
Chad - Mobile/Special Services		235	24	\$0.4360	\$0.4160	Decrease
Chile		56	N/A	\$0.0408	\$0.0208	Decrease
Chile - Mobile/Special Services		56	1, 8, 9, 26, 27, 68, 69, 300, 568, 569, 600	\$0.2451	\$0.2251	Increase
Chile - Santiago		56	20, 21, 22, 23, 24, 25, 28, 29	\$0.0403	\$0.0203	Decrease
China		86	N/A	\$0.0408	\$0.0208	Increase
China - Beijing		86	10	\$0.0408	\$0.0208	Increase
China - Guangzhou		86	20	\$0.0408	\$0.0208	Increase
China - Fuzhou		86	591	\$0.0408	\$0.0208	Increase
China - Mobile/Special Services		86	13, 140, 886	\$0.0408	\$0.0208	Increase
China - Shanghai		86	21	\$0.0408	\$0.0208	Increase
Christmas & Cocos Islands		61	89167, 89164	\$0.2280	\$0.2080	No Change
Colombia		57	N/A	\$0.1142	\$0.0942	Increase
Colombia - Barranquilla		57	53	\$0.0800	\$0.0600	Increase
Colombia - Bogotá		57	12, 13, 14, 15, 16, 17, 18	\$0.0696	\$0.0496	Decrease
Colombia - Cali		57	23, 24, 25, 26, 288, 289	\$0.0645	\$0.0445	Decrease
Colombia - Medellín		57	40, 41, 42, 43, 44, 45, 46, 47, 48	\$0.1072	\$0.0872	Increase
Colombia - Mobile/Special Services		57	3	\$0.1136	\$0.0936	Decrease
Comoros		269	N/A	\$0.4520	\$0.4320	Increase
Comoros - Mobile/Special Services		269	3, 9	\$0.4520	\$0.4320	Increase
Congo, Republic of		242	N/A	\$0.2069	\$0.1869	Increase
Cook Islands		682	N/A	\$4.8200	\$4.8000	Decrease
Cook Islands - Special Services		682	50, 61, 64, 65	\$6.4200	\$6.4000	Decrease
Costa Rica		506	N/A	\$0.0856	\$0.0656	Decrease
Costa Rica - Mobile/Special Services		506	1, 3, 283, 284	\$0.1072	\$0.0872	Decrease
Croatia		385	N/A	\$0.0877	\$0.0677	Decrease
Croatia - Mobile/Special Services		385	60, 62, 76, 77, 9	\$0.3160	\$0.2960	Increase
Cuba		53	9	\$1.1880	\$1.1680	Increase
Cuba - Guantanamo Bay		53	9	\$1.3526	\$1.3326	Increase
Cyprus		357	N/A	\$0.0920	\$0.0720	Decrease
Cyprus - Mobile/Special Services		357	9, 70	\$0.1458	\$0.1258	Decrease
Czech Republic		420	N/A	\$0.0488	\$0.0288	Decrease
Czech Republic - Mobile/Special Services		420	50, 72, 73, 77, 93, 96	\$0.2520	\$0.2320	Decrease
Czech Republic - Prague		420	2	\$0.0488	\$0.0288	Decrease
Denmark		45	N/A	\$0.0411	\$0.0211	Decrease
Denmark - Mobile/Special Services		45	2, 30, 31, 40, 41, 50, 51, 52, 60, 61, 70, 77, 88, 90, 922	\$0.3240	\$0.3040	Increase

Increase Effective Date: 04/08/04

Decrease Effective Date: 04/02/04

QWEST COMMUNICATIONS CONFIDENTIAL AND PROPRIETARY

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RSI  
International  
Termination Rates

Country	NPA	Country Code	City/Mobile Code(s)	Switched	Dedicated	Increase, Decrease, or No Change
Diego Garcia		246	N/A	\$3.7834	\$3.7634	Increase
Djibouti		253	N/A	\$0.4680	\$0.4480	Increase
Djibouti - Mobile/Special Services		253	80, 81, 82, 83	\$0.6440	\$0.6240	Decrease
Dominica	767		N/A	\$0.2040	\$0.1840	Decrease
Dominica - Mobile/Special Services	767		235, 245, 265, 276, 277	\$0.2616	\$0.2416	Increase
Dominican Republic	809		N/A	\$0.0982	\$0.0782	Decrease
Dominican Republic - Mobile/Special Services	809		207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 264, 265, 267, 268, 269, 270, 271, 272, 280, 281, 282, 283, 292, 293, 299, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 321, 322, 323, 324, 325, 326, 327, 330, 340, 341, 342, 343, 344, 345, 348, 350, 355, 360, 366, 370, 371, 374, 376, 377, 383, 386, 387, 390, 392, 394, 395, 396, 399, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 451, 452, 453, 454, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 470, 481, 486, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 515, 519, 542, 543, 545, 604, 624, 628, 629, 630, 631, 632, 634, 635, 637, 639, 64, 650, 651, 652, 653, 656, 658, 659, 660, 670, 671, 696,	\$0.1840	\$0.1640	Decrease
Dominican Republic - Mobile/Special Services	809		707, 710, 723, 727, 729, 747, 749, 750, 751, 752, 753, 754, 758, 759, 758, 759, 760, 761, 762, 763, 764, 765, 767, 768, 769, 771, 772, 773, 774, 775, 776, 777, 785, 786, 787, 796, 801, 802, 803, 804, 805, 815, 816, 817, 818, 829, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 86, 871, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 889, 890, 912, 913, 914, 915, 916, 917, 918, 928, 929, 932, 938, 939, 940, 941, 942, 943, 944, 945, 946, 952, 953, 961, 962, 963, 964, 965, 966, 967, 968, 969, 972, 973, 974, 975, 977, 978, 979, 980, 981, 982, 986	\$0.1840	\$0.1640	Decrease
East Timor		670	N/A	\$3.2300	\$3.2000	No Change
Ecuador		593	N/A	\$0.3090	\$0.1840	Decrease
Ecuador - Guayaquil		593	4	\$0.1820	\$0.1728	Decrease
Ecuador - Mobile/Special Services		593	9	\$0.1600	\$0.1400	Decrease
Ecuador - Quito		593	7	\$0.2120	\$0.1920	Decrease
Egypt		20	N/A	\$0.2328	\$0.2128	Decrease
Egypt - Cairo		20	10, 11, 12	\$0.1960	\$0.1760	Decrease
Egypt - Mobile/Special Services		20	N/A	\$0.1504	\$0.1304	Decrease
El Salvador		503	7, 8, 9, 38, 39	\$0.1704	\$0.1504	Decrease
El Salvador - Mobile/Special Services		503	N/A	\$0.3434	\$0.3234	Decrease
Equatorial Guinea		240	2, 3, 4, 5, 6, 7	\$0.3240	\$0.3040	Increase
Equatorial Guinea - Mobile/Special Services		240	N/A	\$0.4200	\$0.4000	Decrease
Eritrea		291	N/A	\$0.0560	\$0.0360	Decrease
Estonia		372	N/A	\$0.3720	\$0.3520	Increase
Estonia - Mobile/Special Services		372	5, 70, 72, 78, 88	\$0.4720	\$0.4520	Decrease
Ethiopia		251	N/A	\$0.4880	\$0.4680	Decrease
Ethiopia - Mobile/Special Services		251	9	\$0.2760	\$0.2560	Increase
Ferroc Islands		298	N/A	\$0.5024	\$0.5024	Increase
Falkland Islands (Islas Malvinas)		500	N/A	\$0.3680	\$0.3680	Increase
Fiji Islands		679	N/A	\$0.2860	\$0.2760	Increase
Fiji Islands - Mobile/Special Services		679	9, 13	\$0.0536	\$0.0336	Increase
Finland		358	N/A	\$0.2440	\$0.2240	Increase
Finland - Mobile/Special Services		358	4, 50, 71	\$0.0389	\$0.0189	Decrease
France		33	N/A	\$0.2440	\$0.2240	Decrease
France - Mobile/Special Services		33	36, 6, 836	\$0.0370	\$0.0170	Decrease
France - Paris		33	N/A	\$0.1600	\$0.1400	Decrease
French Antilles & Martinique		596	N/A	\$0.2032	\$0.1832	Decrease
French Guiana		594	21, 23, 26, 40, 41, 42, 43, 44, 45, 694	\$0.2760	\$0.2560	Increase
French Guiana - Mobile/Special Services		594	N/A	\$0.3240	\$0.3040	Decrease
French Polynesia		689	N/A	\$0.1920	\$0.1720	Decrease
Gabon Republic		241	N/A	\$0.2112	\$0.1912	Decrease
Gabon Republic - Mobile/Special Services		241	03, 04, 05, 06, 07, 08, 09, 2, 3, 41, 51, 52, 53, 57, 61, 63, 68, 75, 80, 81, 84, 85, 87, 89, 91, 94, 95, 97	\$0.3024	\$0.2824	Increase
Gambia		220	N/A	\$0.3064	\$0.2864	Increase
Gambia - Mobile/Special Services		220	9	\$0.0840	\$0.0640	Decrease
Georgia		995	N/A	\$0.2152	\$0.1952	Increase
Georgia - Mobile/Special Services		995	32, 77, 93, 97, 99, 28205	\$0.0365	\$0.0165	Decrease
Germany		49	N/A	\$0.0365	\$0.0165	Decrease
Germany - Frankfurt		49	69, 335	\$0.3320	\$0.3120	Increase
Germany - Mobile/Special Services		49	1, 700, 701, 800, 900	\$0.1520	\$0.1320	Decrease
Ghana		233	N/A	\$0.1080	\$0.0880	Decrease
Ghana - Accra		233	21	\$0.2032	\$0.1832	Increase
Ghana - Mobile/Special Services		233	20, 2170, 23, 24, 25, 27, 28	\$0.0808	\$0.0608	Increase
Gibraltar		350	N/A	\$0.3878	\$0.3678	Increase
Gibraltar - Mobile/Special Services		350	54, 56, 57, 58	\$0.0552	\$0.0352	Decrease
Greece		30	N/A	\$0.0517	\$0.0317	Decrease
Greece - Athens		30	10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 21	\$0.2440	\$0.2240	Increase
Greece - Mobile/Special Services		30	6, 9	\$0.7240	\$0.7040	Increase
Greenland		399	N/A	\$0.8200	\$0.8000	Increase
Greenland - Mobile/Special Services		399	4, 5	\$0.1960	\$0.1760	Decrease
Grenada		473	N/A	\$0.2739	\$0.2539	Increase
Grenada - Mobile/Special Services		473	403, 404, 405, 406, 407, 408, 409, 414, 415, 416, 417, 418, 419, 441, 449, 456, 457, 458, 459, 773	\$0.1304	\$0.1104	Decrease
Guadeloupe		590	N/A			

Increase Effective Date: 04/08/04

Decrease Effective Date: 04/02/04

QWEST COMMUNICATIONS CONFIDENTIAL AND PROPRIETARY

FOR DISCUSSION PURPOSES ONLY. RATES NOT EFFECTIVE UNTIL A CONTRACT OR ADDENDUM IS FULLY EXECUTED



RSI  
International  
Termination Rates

Country	NPA	Country Code	City/Mobile Code(s)	Switched	Dedicated	Increase, Decrease, or No Change
Guadeloupe - Mobile/Special Services		590	30, 31, 33, 34, 35, 39, 49, 61, 62, 63, 64, 71, 72, 73, 74, 75, 990	\$0.3272	\$0.3072	Increase
Guatemala		502	N/A	\$0.1712	\$0.1512	Decrease
Guatemala - Mobile/Special Services		502	20, 21, 29, 30, 31, 39, 40, 41, 49, 50, 51, 59, 60, 61, 69, 70, 71, 75, 80, 81, 89, 90, 91, 95, 99, 223, 228, 237, 239, 248, 249, 263, 277, 278, 279, 283, 285, 323, 325, 328, 377, 378, 379, 420, 429, 458, 485, 427, 428, 470, 528, 628, 620, 639, 657, 658, 677, 678, 679, 723, 728, 739, 757, 758, 779, 820, 827, 828, 848, 858, 864, 861, 863, 865, 879, 883, 892, 920, 928, 929, 939, 958, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 983, 980, 981	\$0.1856	\$0.1656	Decrease
Guinea		224	N/A	\$0.2160	\$0.1960	Increase
Guinea - Mobile/Special Services		224	11, 12, 13, 40	\$0.2160	\$0.1960	Increase
Guinea-Bissau		245	N/A	\$1.5880	\$1.5680	Increase
Guinea-Bissau - Mobile/Special Services		245	29	\$2.0040	\$1.9840	Decrease
Guyana		592	N/A	\$0.3960	\$0.3760	Increase
Guyana - Mobile/Special Services		592	1, 2, 304, 374, 384, 394, 4, 5, 6, 8	\$0.3960	\$0.3760	Increase
Haiti		509	N/A	\$0.1658	\$0.1458	Decrease
Haiti - Mobile		509	251, 3, 4, 6, 851, 9	\$0.1658	\$0.1458	Decrease
Haiti - Special Services		509	5	\$0.1658	\$0.1458	Decrease
Honduras		504	N/A	\$0.3540	\$0.3440	Increase
Honduras - Mobile/Special Services		504	9	\$0.3540	\$0.3440	Increase
Hong Kong		852	N/A	\$0.0392	\$0.0192	Increase
Hong Kong - Mobile/Special Services		852	1, 2, 48, 49, 6, 7, 8, 9	\$0.0354	\$0.0154	Increase
Hungary		36	N/A	\$0.0646	\$0.0446	Decrease
Hungary - Budapest		36	1	\$0.0624	\$0.0424	Decrease
Hungary - Mobile/Special Services		36	20, 30, 50, 60, 70	\$0.1040	\$0.0840	Increase
Iceland		354	N/A	\$0.0640	\$0.0440	Increase
Iceland - Mobile/Special Services		354	3, 6, 8, 9	\$0.3216	\$0.3016	Increase
India		91	N/A	\$0.2152	\$0.1952	Decrease
India - Ahmedabad		91	792	\$0.1544	\$0.1344	Decrease
India - Bangalore		91	80	\$0.1872	\$0.1672	Increase
India - Bombay		91	22	\$0.2360	\$0.2160	Decrease
India - Calcutta		91	33	\$0.2088	\$0.1888	Decrease
India - Hyderabad		91	40	\$0.1074	\$0.0874	Decrease
India - Madras		91	44	\$0.1264	\$0.1064	Decrease
India - Mobile/Special Services		91	94, 98	\$0.2038	\$0.1838	Increase
India - New Delhi		91	11	\$0.1672	\$0.1472	Decrease
India - Pune (Poona)		91	20	\$0.2200	\$0.2000	Decrease
India - Punjab		91	16, 17, 18	\$0.2040	\$0.1840	Decrease
Indonesia		62	N/A	\$0.1374	\$0.1174	Increase
Indonesia - Jakarta		62	2	\$0.0613	\$0.0413	Decrease
Indonesia - Mobile/Special Services		62	8, 28	\$0.1984	\$0.1784	Decrease
INMARSAT - 870		870	N/A	\$16.0200	\$16.0000	Increase
INMARSAT - 871		871	N/A	\$6.4040	\$6.3840	Decrease
INMARSAT - 872		872	N/A	\$6.4040	\$6.3840	Decrease
INMARSAT - 873		873	N/A	\$6.4040	\$6.3840	Decrease
INMARSAT - 874		874	N/A	\$6.4040	\$6.3840	Decrease
International Networks		882	N/A	\$1.6440	\$1.6240	Increase
Iran		98	N/A	\$0.1560	\$0.1360	Increase
Iran - Mobile/Special Services		98	9	\$0.1960	\$0.1760	Increase
Iraq		964	N/A	\$0.5219	\$0.5019	Decrease
Ireland		353	N/A	\$0.0440	\$0.0240	Decrease
Ireland - Dublin		353	1	\$0.0416	\$0.0216	Decrease
Ireland - Mobile/Special Services		353	0, 1520, 1530, 1540, 1550, 1559, 1560, 1570, 1580, 3, 8, 56	\$0.2680	\$0.2480	Increase
Irkthm		881	N/A	\$3.0464	\$3.0264	Increase
Israel		972	N/A	\$0.0512	\$0.0312	Decrease
Israel - Mobile/Special Services		972	5, 6	\$0.1352	\$0.1152	Increase
Israel - Tel Aviv		972	3	\$0.0504	\$0.0304	Decrease
Italy		39	N/A	\$0.0400	\$0.0200	No Change
Italy - Milan		39	02, 2	\$0.0400	\$0.0200	No Change
Italy - Mobile/Special Services		39	3	\$0.3128	\$0.2928	Increase
Italy - Rome		39	060, 061, 062, 063, 064, 065, 067, 068, 069, 6	\$0.0400	\$0.0200	No Change
Ivory Coast		225	N/A	\$0.2920	\$0.2720	Increase
Ivory Coast - Mobile/Special Services		225	0, 8, 9	\$0.2920	\$0.2720	Decrease
Jamaica		876	N/A	\$0.1272	\$0.1072	Decrease
Jamaica - Mobile/Special Services		876	2, 3, 4, 700, 707, 77, 78, 79, 8, 909, 919, 990, 995, 997, 999	\$0.2758	\$0.2558	Increase
Japan		81	N/A	\$0.0496	\$0.0296	Decrease
Japan - Military		81	3117, 6117	\$0.0656	\$0.0456	Increase
Japan - Mobile/Special Services		81	10, 20, 30, 3100-3116, 3118-3199, 40, 50, 60, 6100-6116, 6118-6199, 70, 80, 90	\$0.2088	\$0.1888	Decrease
Japan - Osaka		81	62, 63, 64, 65, 66, 67, 68, 69	\$0.0501	\$0.0301	Increase
Japan - Tokyo		81	32, 33, 34, 35, 36, 37, 38, 39	\$0.0501	\$0.0301	Increase
Jordan		962	N/A	\$0.2280	\$0.2080	Decrease
Jordan - Amman		962	6	\$0.2240	\$0.2040	Decrease
Jordan - Mobile/Special Services		962	77, 78, 95, 96	\$0.2872	\$0.2672	Decrease
Kazakhstan		7	33, 300, 313, 31290, 31291, 31292, 31293, 31294, 31295, 31296, 31297, 31298, 31299, 31291, 31292, 31293, 31294, 31295, 31296, 31297, 31298, 31299, 31291, 31292, 31293, 31294, 31295, 31296, 31297, 31298, 31299, 31291, 31292, 31293, 31294, 31295, 31296, 31297, 31298, 31299	\$0.2040	\$0.1840	Decrease
Kazakhstan - Mobile/Special Services		7	33, 300, 313, 31290, 31291, 31292, 31293, 31294, 31295, 31296, 31297, 31298, 31299, 31291, 31292, 31293, 31294, 31295, 31296, 31297, 31298, 31299, 31291, 31292, 31293, 31294, 31295, 31296, 31297, 31298, 31299	\$0.2579	\$0.2379	Increase
Kenya		254	N/A	\$0.2976	\$0.2776	Increase
Kenya - Mobile/Special Services		254	7, 9	\$0.4278	\$0.4078	Increase
Kenya - Nairobi		254	2	\$0.2520	\$0.2320	Decrease
Kiribati		686	N/A	\$0.7880	\$0.7680	Decrease
Kiribati - Mobile/Special Services		686	0	\$1.7032	\$1.6832	Decrease
Korea, North		850	N/A	\$0.8480	\$0.8280	Increase
Korea, South		82	N/A	\$0.0424	\$0.0224	Decrease
Korea, South - Mobile/Special Services		82	1, 27, 67	\$0.0804	\$0.0704	Increase
Korea, South - Seoul		82	20, 21, 22, 23, 24, 25, 26, 28, 29	\$0.0419	\$0.0219	Decrease

Increase Effective Date: 04/08/04  
Decrease Effective Date: 04/02/04

QWEST COMMUNICATIONS CONFIDENTIAL AND PROPRIETARY

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RST  
International  
Termination Rates

Country	NPA	Country Code	City/Mobile Code(s)	Switched	Dedicated	Decrease, Increase, or No Change
Kuwait		965	N/A	\$0.1400	\$0.1200	Decrease
Kuwait - Mobile/Special Services		965	0, 1, 5, 6, 7, 8, 9	\$0.1424	\$0.1224	Decrease
Kyrgyzstan		996	N/A	\$0.1640	\$0.1440	Decrease
Kyrgyzstan - Mobile/Special Services		996	3, 502, 517	\$0.1939	\$0.1739	Decrease
Laos		856	N/A	\$0.1784	\$0.1584	Decrease
Laos - Mobile/Special Services		856	20	\$0.1784	\$0.1584	Increase
Latvia		371	N/A	\$0.1920	\$0.1720	Decrease
Latvia - Mobile/Special Services		371	58, 59, 6, 8, 9	\$0.2896	\$0.2696	Increase
Lebanon		961	N/A	\$0.1616	\$0.1416	Decrease
Lebanon - Mobile/Special Services		961	3	\$0.2816	\$0.2616	Decrease
Lesotho		266	N/A	\$0.1944	\$0.1744	Decrease
Lesotho - Mobile/Special Services		266	5, 6	\$0.1600	\$0.1400	Increase
Liberia		231	N/A	\$0.2277	\$0.2077	Increase
Liberia - Mobile/Special Services		231	33, 226, 227, 228, 229	\$0.2438	\$0.2238	Increase
Lithuania		218	N/A	\$0.1808	\$0.1608	Decrease
Lithuania - Mobile/Special Services		218	91	\$0.2299	\$0.2099	Increase
Liechtenstein		423	N/A	\$0.0714	\$0.0514	Decrease
Liechtenstein - Mobile/Special Services		423	5, 6, 7	\$0.1880	\$0.1680	Increase
Lithuania		370	N/A	\$0.1512	\$0.1312	Increase
Lithuania - Mobile/Special Services		370	2, 6, 7, 8, 9	\$0.2560	\$0.2360	Decrease
Luxembourg		352	N/A	\$0.0507	\$0.0307	Increase
Luxembourg - Mobile/Special Services		352	021, 028, 0291, 091, 098, 21, 28, 68, 91, 98	\$0.3136	\$0.2936	Increase
Macau		853	N/A	\$0.0952	\$0.0752	Increase
Macau - Mobile/Special Services		853	6	\$0.0954	\$0.0754	Increase
Macedonia		389	N/A	\$0.2520	\$0.2320	Decrease
Macedonia - Mobile/Special Services		389	7, 51	\$0.3986	\$0.3786	Increase
Madagascar		261	N/A	\$0.3238	\$0.3038	Decrease
Madagascar - Mobile/Special Services		261	3, 7	\$0.2960	\$0.2760	Decrease
Malawi		265	N/A	\$0.0962	\$0.0762	Decrease
Malawi - Mobile/Special Services		265	8, 9	\$0.0998	\$0.0798	Decrease
Malaysia		60	N/A	\$0.0496	\$0.0296	Decrease
Malaysia - Kuala Lumpur		60	3	\$0.0488	\$0.0288	Decrease
Malaysia - Mobile/Special Services		60	1	\$0.0744	\$0.0544	Increase
Maldives		960	N/A	\$0.4654	\$0.4454	Increase
Maldives - Mobile/Special Services		960	95	\$1.7160	\$1.6960	Decrease
Mali		223	N/A	\$0.3160	\$0.2960	Increase
Mali Republic - Mobile/Special Services		223	22, 277, 60, 61, 62, 63, 64, 67	\$0.3500	\$0.3400	Increase
Malta		356	N/A	\$0.1997	\$0.1797	Decrease
Malta - Mobile/Special Services		356	5, 7, 9	\$0.2600	\$0.2400	Decrease
Marshall Islands		692	N/A	\$0.4307	\$0.4107	Decrease
Mauritania		222	N/A	\$0.4014	\$0.3814	Increase
Mauritius		230	N/A	\$0.3000	\$0.2800	Decrease
Mauritius - Mobile/Special Services		230	25, 421, 422, 423, 49, 72, 73, 75, 76, 77, 78, 79	\$0.3002	\$0.2802	Increase
Mayotte Island		269	60, 61, 62, 63, 64	\$0.3720	\$0.3520	Increase
Mayotte Island - Mobile/Special Services		269	65, 66, 67, 68, 69	\$0.7320	\$0.7120	Decrease
Mexico		52	744	\$0.0896	\$0.0696	Decrease
Mexico - Acapulco (10 digit dialing)		52	449	\$0.0720	\$0.0520	Decrease
Mexico - Aguascalientes (10 digit dialing)		52	461	\$0.0760	\$0.0560	Decrease
Mexico - Celaya (10 digit dialing)		52	614	\$0.0768	\$0.0568	Decrease
Mexico - Chihuahua (10 digit dialing)		52	777	\$0.0656	\$0.0456	Decrease
Mexico - Cuernavaca (10 digit dialing)		52	656	\$0.0784	\$0.0584	Decrease
Mexico - Ciudad Juarez (10 digit dialing)		52	33	\$0.0421	\$0.0221	Decrease
Mexico - Guadalajara (10 digit dialing)		52	462	\$0.0744	\$0.0544	Decrease
Mexico - Irapuato (10 digit dialing)		52	477	\$0.0584	\$0.0384	Decrease
Mexico - Leon (10 digit dialing)		52	550, 5513, 5515, 5516, 5517, 5518, 5520, 5523, 5524, 5527, 5528, 5529, 5532, 5533, 5534, 5535, 5536, 5537, 5538, 5539, 5540, 5541, 5542, 5543, 5544, 5545, 5546, 5547, 5548, 5549, 5556, 5557, 5560, 5561, 5562, 5563, 5564, 5565, 5566, 5567, 5568, 5569, 5570, 5571, 5572, 5573, 5574, 5575, 5576, 5577, 5578, 5579, 5580, 5581, 5582, 5583, 5584, 5586, 5587, 5588, 5589, 5590, 5592, 5593, 5594, 5595, 5596, 5597, 5598, 5599	\$0.0400	\$0.0200	Decrease
Mexico - Mexico City Cellular (10 digit dialing)		52	5510, 5511, 5512, 5514, 5519, 5521, 5522, 5525, 5526, 5530, 5531, 5550, 5551, 5552, 5553, 5554, 5555, 5558, 5559, 5585, 5581, 8110, 8180, 8181, 8182, 8183, 8184, 8185, 8187	\$0.0512	\$0.0312	Decrease
Mexico - Monterrey (10 digit dialing)		52	810, 8111, 8199, 8185, 8186, 8189, 8189, 8190, 8191, 8192, 8193, 8193, 8194, 8195, 8196, 8197, 8198, 8199	\$0.0450	\$0.0250	Decrease
Mexico - Puebla (10 digit dialing)		52	222	\$0.0728	\$0.0528	Increase
Mexico - Queretaro (10 digit dialing)		52	442	\$0.0608	\$0.0408	Decrease
Mexico - San Luis Potosi (10 digit dialing)		52	444	\$0.0677	\$0.0477	Decrease
Mexico - Tapanatlan (10 digit dialing)		52	378	\$0.0800	\$0.0600	Decrease
Mexico - Tijuana (10 digit dialing)		52	664	\$0.0792	\$0.0592	Decrease
Mexico - Torreon (10 digit dialing)		52	871	\$0.0682	\$0.0482	Decrease
Mexico (10 digit dialing)		52	N/A	\$0.1259	\$0.1059	Decrease
Mexico On-Net A (10 digit dialing)		52	271, 272, 311, 312, 351, 352, 392, 452, 473, 493, 595, 613, 618, 622, 644, 668, 669, 722, 735, 775, 834, 844, 866, 867, 868, 899, 921, 931, 961, 978, 987, 991, 992, 993, 994, 995, 996, 997, 998, 999	\$0.0782	\$0.0582	Decrease
Mexico On-Net B (10 digit dialing)		52	124, 326, 341, 354, 355, 356, 374, 381, 384, 389, 393, 415, 427, 435, 436, 438, 443, 451, 453, 463, 464, 466, 469, 472, 474, 475, 481, 492, 494, 591, 612, 624, 626, 627, 631, 632, 633, 639, 641, 642, 645, 646, 653, 661, 662, 665, 676, 713, 714, 715, 721, 726, 727, 728, 732, 733, 736, 747, 754, 755, 756, 757, 758, 762, 771, 773, 779, 782, 783, 796, 797, 823, 828, 829, 831, 833, 841, 842, 861, 877, 894, 891, 892, 916, 917, 922, 938, 958, 965, 967, 968, 971, 981, 983, 986, 987, 988, 989, 990	\$0.0805	\$0.0605	Decrease
Micronesia		691	N/A	\$0.3800	\$0.3600	Decrease

Increase Effective Date: 04/08/04

Decrease Effective Date: 04/02/04

QWEST COMMUNICATIONS CONFIDENTIAL AND PROPRIETARY

FOR DISCUSSION PURPOSES ONLY. RATES NOT EFFECTIVE UNTIL A CONTRACT OR ADDENDUM IS FULLY EXECUTED



RSI  
International  
Termination Rates

Country	NPA	Country Code	City/Mobile Code(s)	Switched	Dedicated	Increase, Decrease, or No Change
Moldova		373	N/A	\$0.1514	\$0.1314	Increase
Moldova - Mobile/Special Services		373	5, 6, 7, 8, 9, 21	\$0.3560	\$0.3360	Increase
Monaco		377	N/A	\$0.0805	\$0.0605	Decrease
Monaco - Mobile/Special Services		377	4, 6, 7	\$0.2680	\$0.2480	Decrease
Mongolia		976	N/A	\$0.1160	\$0.0960	Decrease
Montserrat	664		N/A	\$0.2762	\$0.2562	Decrease
Montserrat - Mobile/Special Services	664		349, 412, 492, 493, 495, 496, 773	\$0.2762	\$0.2702	Decrease
Morocco		212	N/A	\$0.2902	\$0.2702	Decrease
Morocco Mobile/Special Services		212	1, 6, 7	\$0.4086	\$0.3886	Increase
Mozambique		258	N/A	\$0.1942	\$0.1742	Decrease
Mozambique - Mobile/Special Services		258	82	\$0.1942	\$0.1742	Decrease
Myanmar (Formerly Burma)		95	N/A	\$0.5070	\$0.4870	Increase
Namibia		264	N/A	\$0.1416	\$0.1216	Decrease
Namibia - Mobile/Special Services		264	81	\$0.4427	\$0.4227	Increase
Nauru		674	N/A	\$5.0600	\$5.0400	Increase
Nauru - Mobile/Special Services		674	8	\$5.1400	\$5.1200	Increase
Nepal		977	N/A	\$0.3968	\$0.3768	Decrease
Nepal - Mobile/Special Services		977	1	\$0.4216	\$0.4016	Increase
Netherlands		31	N/A	\$0.0368	\$0.0168	Increase
Netherlands - Amsterdam		31	20	\$0.0368	\$0.0168	Increase
Netherlands - Mobile/Special Services		31	6, 8, 9	\$0.4120	\$0.3920	Increase
Netherlands Antilles		599	N/A	\$0.1976	\$0.1776	Decrease
Netherlands Antilles - Curacao		599	90, 91, 92, 93, 94, 97, 98, 99	\$0.1936	\$0.1736	Decrease
Netherlands Antilles - Mobile/Special Services		599	2, 318, 4, 5, 6, 78, 79, 95, 96	\$0.2440	\$0.2240	Increase
New Caledonia		687	N/A	\$0.4040	\$0.3840	Decrease
New Zealand		64	N/A	\$0.0419	\$0.0219	Decrease
New Zealand - Mobile/Special Services		64	2, 8, 900	\$0.3728	\$0.3528	Increase
Nicaragua		505	N/A	\$0.2598	\$0.2398	Increase
Nicaragua - Mobile/Special Services		505	3, 5, 6, 7, 8, 9, 214	\$0.2760	\$0.2560	Increase
Niger Republic		227	N/A	\$0.2040	\$0.1840	Decrease
Niger Republic - Mobile/Special Services		227	8, 9	\$0.3720	\$0.3520	Increase
Nigeria		234	N/A	\$3.1448	\$0.1248	Decrease
Nigeria - Lagos		234	1	\$0.0972	\$0.0672	Decrease
Nigeria - Mobile/Special Services		234	128, 1290, 1320, 1342, 1460, 147, 1490, 1497, 1759, 177, 470, 52450, 774, 775, 80, 8244, 84570, 90, 9670,	\$0.2966	\$0.2766	Decrease
Niue		683	N/A	\$4.9800	\$4.9600	Increase
Niue - Mobile/Special Services		683	2, 5, 7, 8, 9	\$0.8346	\$0.8146	Increase
Norfolk Island		672	N/A	\$0.0408	\$0.0208	Decrease
Norway		47	N/A	\$0.2400	\$0.2200	Increase
Norway - Mobile/Special Services		47	4, 7, 8, 9	\$0.2730	\$0.2530	Decrease
Oman		968	N/A	\$0.3240	\$0.3040	Decrease
Oman - Mobile/Special Services		968	93	\$0.3078	\$0.2878	Decrease
Pakistan		92	N/A	\$0.2960	\$0.2760	Decrease
Pakistan - Karachi		92	21	\$0.3078	\$0.2878	Decrease
Pakistan - Lahore		92	42	\$0.3078	\$0.2878	Decrease
Pakistan - Mobile/Special Services		92	3	\$0.4600	\$0.4400	Decrease
Palestine		970	N/A	\$0.1405	\$0.1205	Increase
Palestine - Mobile/Special Services		970	5	\$0.2469	\$0.2269	Increase
Panama		507	N/A	\$0.1416	\$0.1216	Decrease
Panama - Mobile/Special Services		507	5, 6, 8, 75, 99, 208, 209, 218, 219, 408, 418, 708, 718	\$0.2344	\$0.2144	Decrease
Papua New Guinea		675	N/A	\$0.2880	\$0.2680	Increase
Papua New Guinea - Mobile/Special Services		675	20	\$1.7000	\$1.6800	Decrease
Paraguay		595	N/A	\$0.1800	\$0.1600	Decrease
Paraguay - Asuncion		595	21	\$0.1450	\$0.1250	Increase
Paraguay - Mobile/Special Services		595	9, 769, 871, 873	\$0.3080	\$0.2880	Decrease
Peru		51	N/A	\$0.1046	\$0.0846	Decrease
Peru - Lima		51	10, 11, 12, 13, 14, 15, 16	\$0.0480	\$0.0280	Decrease
Peru - Mobile/Special Services		51	17, 18, 19, 246, 346, 349, 419, 429, 439, 446, 449, 519, 529, 539, 546, 549, 569, 619, 629, 639, 646, 649, 659, 669, 679, 729, 739, 746, 749, 769, 829, 839, 846, 849, 946, 949	\$0.3800	\$0.3600	Increase
Philippines		63	N/A	\$0.2168	\$0.1968	Decrease
Philippines - Manila		63	20, 21, 22, 23, 25, 26, 28, 240, 243, 244, 245, 246, 247, 248, 249, 290, 292, 293, 294, 295, 296, 297, 298, 299	\$0.2112	\$0.1912	Decrease
Philippines - Mobile/Special Services		63	9, 27, 30, 35, 36, 40, 42, 43, 44, 45, 46, 47, 50, 52, 54, 56, 60, 62, 64, 65, 70, 72, 80, 85, 241, 242, 291, 1335	\$0.2678	\$0.2478	Decrease
Poland		48	N/A	\$0.0528	\$0.0328	Decrease
Poland - Krakow		48	12	\$0.0528	\$0.0328	Decrease
Poland - Mobile/Special Services		48	20, 39, 50, 60, 64, 69, 70, 80, 90, 98, 99	\$0.3136	\$0.2936	Increase
Poland - Warsaw		48	22	\$0.0496	\$0.0296	Decrease
Portugal		351	N/A	\$0.0496	\$0.0296	Decrease
Portugal - Mobile/Special Services		351	6, 8, 9, 60, 64, 67, 169, 189, 470, 669, 6981	\$0.3512	\$0.3312	Increase
Qatar		974	N/A	\$0.3640	\$0.3440	Decrease
Qatar - Mobile/Special Services		974	2, 5, 12	\$0.5512	\$0.5312	Increase
Reunion Island		262	N/A	\$0.2402	\$0.2202	Decrease
Reunion Island - Mobile/Special Services		262	6, 76, 77, 78, 79, 87, 85, 86, 87	\$0.3560	\$0.3360	Decrease
Romania		40	N/A	\$0.1496	\$0.1296	Increase
Romania - Bucharest		40	21	\$0.1318	\$0.1118	Increase
Romania - Mobile/Special Services		40	7, 8, 9	\$0.3358	\$0.3158	Decrease
Russia		7	N/A	\$0.0798	\$0.0598	Decrease
Russia - Mobile/Special Services		7	90, 91, 92	\$0.0837	\$0.0637	Decrease
Russia - Moscow		7	095	\$0.0336	\$0.0136	Increase
Russia - Omsk		7	50, 51, 52, 53, 54, 55, 56, 572, 574-599	\$0.0997	\$0.0797	Increase
Russia - St. Petersburg		7	812	\$0.0371	\$0.0171	Decrease
Rwanda		250	N/A	\$0.1864	\$0.1664	Decrease
San Marino		378	N/A	\$0.0676	\$0.0476	Decrease
San Marino - Mobile/Special Services		378	6	\$1.7064	\$1.6864	Decrease
Sao Tomé		239	N/A	\$1.5720	\$1.5520	Increase

Increase Effective Date: 04/08/04  
Decrease Effective Date: 04/02/04

QWEST COMMUNICATIONS CONFIDENTIAL AND PROPRIETARY



FOR DISCUSSION PURPOSES ONLY. RATES NOT EFFECTIVE UNTIL A CONTRACT OR ADDENDUM IS FULLY EXECUTED



RSE  
International  
Termination Rates

Country	NPA	Country Code	City/Mobile Code(s)	Switched	Dedicated	Increase, Decrease, or No Change
Saudi Arabia		966	N/A	\$0.2940	\$0.2640	Increase
Saudi Arabia - Dhahran		966	1	\$0.1480	\$0.1280	Increase
Saudi Arabia - Jeddah		966	22, 26	\$0.0914	\$0.0714	Decrease
Saudi Arabia - Mobile/Special Services		966	5, 8, 430, 630	\$0.3146	\$0.2946	Decrease
Saudi Arabia - Riyadh		966	12, 14	\$0.2418	\$0.2218	Increase
Senegal Republic		221	N/A	\$0.2520	\$0.2320	Decrease
Senegal Republic - Mobile/Special Services		221	5, 6, 8	\$0.3082	\$0.2882	Increase
Senegal Republic - Mobile/Special Services		248	N/A	\$0.2440	\$0.2240	Decrease
Seychelles Islands		248	5, 7, 20, 21	\$0.2952	\$0.2752	Increase
Seychelles Islands - Mobile/Special Services		232	N/A	\$0.3840	\$0.3640	Increase
Sierra Leone		232	22	\$0.2720	\$0.2520	Decrease
Sierra Leone - Freetown		232	1, 23, 30, 76, 90	\$0.3840	\$0.3640	Decrease
Sierra Leone - Mobile/Special Services		65	N/A	\$0.0339	\$0.0139	Increase
Singapore		65	7, 9	\$0.0339	\$0.0139	Increase
Singapore - Mobile/Special Services		421	N/A	\$0.0912	\$0.0712	Decrease
Slovak Republic		421	9	\$0.3075	\$0.2875	Increase
Slovak Republic - Mobile/Special Services		386	N/A	\$0.0856	\$0.0656	Decrease
Slovenia		386	20, 21, 30, 31, 40, 41, 49, 50, 51, 60, 61, 70, 71, 880	\$0.3392	\$0.3192	Increase
Slovenia - Mobile/Special Services		677	889, 90	\$1.2640	\$1.2440	Increase
Solomon Islands		677	N/A	\$1.5400	\$1.5200	Decrease
Solomon Islands - Mobile/Special Services		252	1, 8, 9	\$0.7720	\$0.7520	Decrease
Somalia		252	N/A	\$0.1016	\$0.0816	Increase
South Africa		27	21	\$0.0952	\$0.0752	Decrease
South Africa - Capetown		27	11	\$0.0952	\$0.0752	Decrease
South Africa - Johannesburg		27	3, 8, 72, 73, 74	\$0.2888	\$0.2688	Decrease
South Africa - Mobile/Special Services		27	N/A	\$0.0376	\$0.0176	Decrease
Spain		34	93	\$0.0376	\$0.0176	Decrease
Spain - Barcelona		34	91	\$0.0376	\$0.0176	Decrease
Spain - Madrid		34	6	\$0.3309	\$0.3109	Increase
Spain - Mobile/Special Services		94	N/A	\$0.2146	\$0.1946	Decrease
Sri Lanka		94	7	\$0.2189	\$0.1989	Decrease
Sri Lanka - Mobile/Special Services		290	N/A	\$1.6040	\$1.5840	Increase
St. Helena	869	869	N/A	\$0.2360	\$0.2160	Decrease
St. Kitts/Nevis	869	869	662, 663	\$0.2400	\$0.2200	Increase
St. Kitts/Nevis - Mobile/Special Services	758	758	N/A	\$0.2256	\$0.2056	Decrease
St. Lucia	758	758	284, 285, 286, 287, 384, 460, 461, 484, 485, 486, 487, 488, 489, 518, 519, 520, 584, 714, 715, 716, 717, 718, 719, 720	\$0.2757	\$0.2557	Increase
St. Lucia - Mobile/Special Services		508	N/A	\$0.2360	\$0.2160	Decrease
St. Pierre/Miquelon		784	N/A	\$0.2422	\$0.2222	Decrease
St. Vincent/Grenadines		784	430, 431, 432, 454, 455, 493, 526, 527, 528, 529, 530, 531, 593	\$0.2902	\$0.2702	Increase
St. Vincent/Grenadines - Mobile/Special Services		249	N/A	\$0.3024	\$0.2824	Increase
Sudan		249	N/A	\$0.3160	\$0.2960	Increase
Sudan - Mobile/Special Services		597	N/A	\$0.3320	\$0.3120	Decrease
Suriname		597	1, 4, 6, 7, 8, 9	\$0.3720	\$0.3520	Increase
Suriname - Mobile/Special Services		268	N/A	\$0.1674	\$0.1474	Decrease
Swaziland		268	60, 61, 62	\$0.3024	\$0.2824	Increase
Swaziland - Mobile/Special Services		46	N/A	\$0.0413	\$0.0213	Increase
Sweden		46	7, 10, 20, 124, 126, 127, 129, 252, 376, 490, 498, 518, 519, 592, 593, 595, 596, 665, 673, 674, 675, 900, 939, 944	\$0.2800	\$0.2600	Decrease
Sweden - Mobile/Special Services		41	8	\$0.0357	\$0.0157	Decrease
Sweden - Stockholm		41	N/A	\$0.0398	\$0.0198	Decrease
Switzerland		41	20, 40, 50, 74, 75, 76, 77, 78, 79, 80, 86, 89, 90, 99	\$0.3856	\$0.3656	Decrease
Switzerland - Mobile/Special Services		963	N/A	\$0.4496	\$0.4296	Decrease
Syria		963	93, 94	\$0.4496	\$0.4296	Decrease
Syria - Mobile/Special Services		886	N/A	\$0.0472	\$0.0272	Increase
Taiwan		886	9, 60, 70	\$0.1748	\$0.1048	Decrease
Taiwan - Mobile/Special Services		886	2	\$0.0402	\$0.0202	Increase
Taiwan - Mobile/Special Services		992	N/A	\$0.2720	\$0.2520	Increase
Tajikistan		992	90	\$0.2682	\$0.2682	Increase
Tajikistan - Mobile/Special Services		255	N/A	\$0.3416	\$0.3216	Decrease
Tanzania		255	7, 8, 9	\$0.3600	\$0.3400	Increase
Tanzania - Mobile/Special Services		66	N/A	\$0.1384	\$0.1184	Decrease
Thailand		66	N/A	\$0.1016	\$0.0816	Increase
Thailand - Bangkok		66	2	\$0.1424	\$0.1224	Decrease
Thailand - Mobile/Special Services		228	1, 6, 8, 9, 40, 50, 51, 70, 71, 72, 78, 79	\$0.2760	\$0.2560	Decrease
Togo		228	9	\$0.2940	\$0.2640	Increase
Togo - Mobile/Special Services		690	N/A	\$1.1456	\$1.1256	Increase
Tokelau		690	5, 6, 7, 8	\$1.1630	\$1.1430	Increase
Tokelau - Mobile/Special Services		676	N/A	\$0.3640	\$0.3440	Increase
Tonga Islands		676	56	\$0.3688	\$0.3488	Increase
Tonga Islands - Mobile/Special Services		868	N/A	\$0.1624	\$0.1424	Decrease
Trinidad & Tobago	868	868	620, 68, 678, 739, 75, 76, 77, 848, 874, 899, 920, 938	\$0.1797	\$0.1597	Decrease
Trinidad & Tobago - Mobile/Special Services		216	N/A	\$0.3080	\$0.2880	Decrease
Tunisia		216	52, 72, 9	\$0.3160	\$0.2960	Decrease
Tunisia - Mobile/Special Services		90	N/A	\$0.2036	\$0.1836	Decrease
Turkey		90	212, 216	\$0.1450	\$0.1250	Increase
Turkey - Istanbul		90	5, 900	\$0.2400	\$0.2400	Decrease
Turkey - Mobile/Special Services		993	N/A	\$0.2560	\$0.2360	Increase
Turkmenistan		993	31, 32, 33, 34	\$0.2523	\$0.2323	Decrease
Turkmenistan - Mobile/Special Services		649	N/A	\$0.2040	\$0.1840	Decrease
Turks & Caicos	649	649	231, 232, 241, 242, 249	\$0.2040	\$0.1840	Increase
Turks & Caicos - Mobile/Special Services		688	N/A	\$2.5000	\$2.4800	Increase
Tuvalu		688	6, 7, 8	\$6.8040	\$6.7840	Decrease
Tuvalu - Mobile/Special Services		236	N/A	\$0.1619	\$0.1419	Decrease
Uganda		236	3, 7	\$0.1784	\$0.1584	Decrease
Uganda - Mobile/Special Services		380	N/A	\$0.1536	\$0.1336	Decrease
Ukraine		380	44	\$0.1496	\$0.1296	Decrease
Ukraine - Kiev		380	5, 6, 931	\$0.1904	\$0.1704	Increase
Ukraine Mobile/Special Services						

Increase Effective Date: 04/08/04  
Decrease Effective Date: 04/02/04

QWEST COMMUNICATIONS CONFIDENTIAL AND PROPRIETARY

FOR DISCUSSION PURPOSES ONLY. RATES NOT EFFECTIVE UNTIL A CONTRACT OR ADDENDUM IS FULLY EXECUTED



RSI  
International  
Termination Rates

Country	NPA	Country Code	City/Mobile Code(s)	Switched	Dedicated	Decrease, Increase, or No Change
United Arab Emirates		971	N/A	\$0.3288	\$0.3088	Decrease
United Arab Emirates - Mobile/Special Services		971	50	\$0.3280	\$0.3080	Decrease
United Kingdom		44	N/A	\$0.0347	\$0.0147	Decrease
United Kingdom - London		44	207, 208	\$0.0347	\$0.0147	Increase
United Kingdom - Mobile/Special Services		44	0, 3, 4, 5, 6, 7, 8, 9	\$0.2517	\$0.2317	Increase
Uruguay		598	N/A	\$0.1480	\$0.1280	Decrease
Uruguay - Mobile/Special Services		598	9	\$0.3480	\$0.3280	Increase
Uzbekistan		998	N/A	\$0.1611	\$0.1411	Decrease
Vanatu		678	N/A	\$1.7960	\$1.7260	Increase
Vanatu - Mobile/Special Services		678	5, 6, 7	\$4.8800	\$4.9600	Increase
Venezuela		58	N/A	\$0.0904	\$0.0704	Decrease
Venezuela - Caracas		58	212	\$0.0523	\$0.0323	Decrease
Venezuela - Mobile/Special Services		58	4, 12, 14, 15, 16, 17, 18, 23	\$0.2651	\$0.2451	Decrease
Vietnam		84	N/A	\$0.4197	\$0.3997	Decrease
Vietnam - Ho Chi Min City		84	82, 83, 84, 85, 87	\$0.4040	\$0.3840	Decrease
Vietnam - Mobile/Special Services		84	9, 80, 81, 85, 88, 89, 692, 693, 694, 6955, 6966, 6977, 6988	\$0.4360	\$0.4160	Decrease
Wallis & Futuna Islands		681	N/A	\$2.2931	\$2.2731	Decrease
Western Samoa		685	N/A	\$0.4128	\$0.3928	Increase
Yemen		967	N/A	\$0.2480	\$0.2280	Increase
Yemen - Mobile/Special Services		967	7	\$0.2482	\$0.2282	Increase
Yugoslavia and Serbia		381	N/A	\$0.1560	\$0.1360	Decrease
Yugoslavia and Serbia - Mobile/Special Services		381	6	\$0.3240	\$0.3040	Increase
Zaire		243	N/A	\$0.4200	\$0.4000	Increase
Zaire - Mobile/Special Services		243	7, 8, 9, 22	\$0.5520	\$0.5320	Increase
Zambia		260	N/A	\$0.1246	\$0.1046	Decrease
Zambia - Mobile/Special Services		260	95, 96, 97	\$0.1408	\$0.1208	Increase
Zimbabwe		263	N/A	\$0.1072	\$0.0872	Increase
Zimbabwe - Mobile/Special Services		263	11, 23, 91	\$0.4040	\$0.3840	Increase

If any code or destination changes have been made please see attached change document to identify



ReQwest SeLECT  
Switchless Reseller  
International Toll Free Service (ITFS) &  
Universal International Freephone Number (UIFN)

Originating Country	Country Code	ITFS Available	UIFN Available	ITFS/UIFN Base Rates	
				Switched	Dedicated
Argentina	54	X	X	\$0.9700	\$0.9500
Australia	61	X	X	\$0.1700	\$0.1500
Belgium	32	X	X	\$0.1200	\$0.1000
Canada	1	X		\$0.0700	\$0.0500
Denmark	45	X	X	\$0.1400	\$0.1200
Finland	358	X	X	\$0.2700	\$0.2500
France	33	X	X	\$0.0900	\$0.0700
Germany	49	X	X	\$0.0900	\$0.0700
Hong Kong	852	X	X	\$0.3500	\$0.3300
Hungary	36	X	X	\$0.5880	\$0.5680
Ireland	353	X	X	\$0.1000	\$0.0800
Israel	972	X	X	\$0.1700	\$0.1500
Italy	39	X	X	\$0.0900	\$0.0700
Japan	81	X	X	\$0.3500	\$0.3300
Korea, South	82	X	X	\$1.0200	\$1.0000
Luxembourg	352	X	X	\$0.3160	\$0.2960
Netherlands	31	X	X	\$0.1000	\$0.0800
Netherlands Antilles	599	X		\$0.7500	\$0.7300
New Zealand	64	X	X	\$0.1700	\$0.1500
Norway	47	X	X	\$0.2700	\$0.2500
Sweden	46	X	X	\$0.2700	\$0.2500
Switzerland	41	X	X	\$0.2700	\$0.2500
Thailand	66	X	X	\$0.6280	\$0.6080
United Kingdom	44	X	X	\$0.0900	\$0.0700

Note:

US to Canada toll-free rate and Canada to Canada toll-free rate are the same as the Canada to US toll-free rate.

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**ReQwest SeLECT  
Switchless Reseller  
Enhanced Toll Free Features**

Originating Features	NRC	MRC	Change Fee	Description
Extended Call Coverage Option 1	No charge	No charge	No charge	Allows calls to originate from Alaska & Hawaii.
Extended Call Coverage Option 2	No charge	No charge	No charge	Allows calls to originate from Puerto Rico & USVI
Canadian Origination	No charge	No charge	No charge	Allows calls to originate from Canada (choose any or all area codes).
Tailored Call Coverage	No charge	No charge	No charge	Allows calls to be blocked from specific states or NPAs.

Routing Features	NRC	MRC	Change Fee	Description
Day of Week Routing	\$10 per 8XX number	\$1 per 8XX number	\$50 per 8XX number	Routes calls placed on an 8XX number to different terminating locations based on the day of the week.
Holiday Routing	\$10 per 8XX number	\$1 per 8XX number	\$50 per 8XX number	Routes calls placed on an 8XX number to different terminating locations on several US holidays.
Time of Day Routing	\$10 per 8XX number	\$1 per 8XX number	\$50 per 8XX number	Routes calls placed on an 8XX number to different terminating locations based on time of day.
Percentage Allocation Routing	\$10 per 8XX number	\$1 per 8XX number	\$50 per 8XX number	Routes calls placed on an 8XX number to up to 8 different terminating locations based on whole number percentages that add up to 100%.
Geographical routing	\$10 per 8XX number	\$1 per 8XX number	\$50 per 8XX number	Routes calls placed on an 8XX number to the customer's chosen location based on the originating NPA of the caller.

Terminating Features	NRC	MRC	Change Fee	Description
Direct Termination Overflow	\$10 per 8XX number	\$1 per 8XX number	\$50 per 8XX number	Allows a dedicated access line customer to control potential congestion of calls placed on an 8XX number by sending overflow calls to another 8XX trunk group, WATS access line, dedicated access line, or business line.
Dialed Number Identification	No charge	No charge	No charge	Allows a dedicated access customer to receive calls from multiple 800 numbers on the same terminating trunk group by sending special identification digits along with the 800 call to the customer site. Customer must have proper equipment to receive.
Real Time ANI	No charge	No charge	No charge	Allows a dedicated customer to receive the ANI of the calling party if the call originates from an equal access end office. Currently provided via in-band signalling. Terminating equipment must accept FGD signalling.

Qwest shall institute a \$2,500.00 "cap" on the MRC per account.

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**ReQwest SeLEct  
Switchless Reseller  
Domestic Calling Card Service**

**Calling Card Base Rates**

From	To					
	Continental US	AK & HI	Canada	PR & USVI	Guam	N. Mariana Is.
Continental US	\$0.0730	\$0.2500	\$0.0770	\$0.1060	\$0.1940	\$0.2160
AK & HI	\$0.2900	\$0.3700	\$0.4600	\$0.3700	\$0.2880	\$0.3100
Canada	\$0.1740	\$0.7000	\$0.1840	\$0.2440	\$0.2140	\$0.2360
PR & USVI	\$0.1250	\$0.3400	\$0.2550	\$0.4020	\$0.2230	\$0.2450

**Billing Increments (In Initial & additional second increments)**

From	To					
	Continental US	AK & HI	Canada	PR & USVI	Guam	N. Mariana Is.
Continental US	6/6	6/6	30/6	6/6	6/6	6/6
AK & HI	6/6	6/6	30/6	6/6	6/6	6/6
Canada	30/6	30/6	30/6	30/6	30/6	30/6
PR & USVI	6/6	6/6	30/6	6/6	6/6	6/6

A \$1.00 surcharge will be applied per operator assisted call originating from the Continental United States in addition to any applicable metered charges for the call.

FOR DISCUSSION PURPOSES ONLY. RATES NOT EFFECTIVE UNTIL A CONTRACT OR ADDENDUM IS FULLY EXECUTED



RSI Calling Card  
International  
Termination Rates

Country	NPA	Country Code	City/Mobile Code(s)	Rate	Increase, Decrease, or No Change
Afghanistan		93	N/A	\$0.5560	Decrease
Albania		355	N/A	\$0.2792	Increase
Albania - Mobile/Special Services		355	38, 68, 69	\$0.3067	Increase
Algeria		213	N/A	\$0.2480	Decrease
Algeria - Mobile/Special Services		213	61, 7, 98, 99	\$0.3080	Decrease
American Samoa		684	N/A	\$0.1992	Decrease
American Samoa - Mobile/Special Services		684	2	\$0.1992	Increase
Andorra		376	N/A	\$0.1560	Decrease
Andorra - Mobile/Special Services		376	3	\$0.5000	Increase
Angola		244	N/A	\$0.3282	Decrease
Angola - Mobile/Special Services		244	9	\$0.3702	Decrease
Anguilla		264	N/A	\$0.2918	Decrease
Anguilla - Mobile/Special Services		264	235, 772	\$0.3000	Increase
Antarctica		672	N/A	\$0.5981	No Change
Antigua		268	N/A	\$0.3078	Decrease
Antigua - Mobile/Special Services		268	406, 409, 464, 723, 724, 725, 726, 727, 728, 729, 739, 764, 770, 771, 773, 774, 775	\$0.3078	Increase
Argentina		54	N/A	\$0.1352	Decrease
Argentina - Buenos Aires		54	11	\$0.1120	Decrease
Argentina - Mobile/Special Services		54	9	\$0.2472	Decrease
Armenia		374	N/A	\$0.2240	Decrease
Armenia - Mobile/Special Services		374	7, 9	\$0.3880	Decrease
Aruba		297	N/A	\$0.2640	Increase
Aruba - Mobile/Special Services		297	56, 59, 6, 73, 74, 9	\$0.2640	Increase
Ascension Island		247	N/A	\$0.2700	Decrease
Australia		61	N/A	\$0.1224	Increase
Australia - Melbourne		61	3	\$0.1195	Decrease
Australia - Mobile/Special Services		61	1, 4, 5, 08, 07, 78, 79	\$0.1304	Increase
Australia - Sydney		61	28, 29	\$0.1192	Decrease
Austria		43	N/A	\$0.1256	Increase
Austria - Mobile/Special Services		43	454, 650, 660, 661, 663, 664, 665, 666, 667, 668, 669, 67, 68, 69, 710, 711, 720, 730, 740, 8, 9	\$0.4360	Increase
Austria - Vienna		43	1	\$0.1221	Increase
Azerbaijan		994	N/A	\$0.3200	Decrease
Azerbaijan - Mobile/Special Services		994	50, 55	\$0.3312	Increase
Bahamas		242	N/A	\$0.1904	Decrease
Bahamas - Mobile/Special Services		242	357, 359, 427, 457, 477, 557	\$0.1920	Increase
Bahrain		973	N/A	\$0.3558	Decrease
Bahrain - Mobile/Special Services		973	29, 9	\$0.3878	Decrease
Bangladesh		880	N/A	\$0.2896	Decrease
Bangladesh - Chittagong		880	31	\$0.1960	Decrease
Bangladesh - Dhaka		880	2	\$0.1702	Decrease
Bangladesh - Mobile/Special Services		880	1	\$0.2880	Decrease
Bangladesh - Sylhet		880	821	\$0.2440	Increase
Barbados		246	N/A	\$0.2920	Decrease
Barbados - Mobile/Special Services		246	23, 24, 250, 251, 252, 253, 254	\$0.3032	Increase
Belarus		375	N/A	\$0.3904	Increase
Belarus - Mobile/Special Services		375	29	\$0.3760	Decrease
Belgium		32	N/A	\$0.1232	Decrease
Belgium - Brussels		32	1	\$0.1224	Decrease
Belgium - Mobile/Special Services		32	7, 9, 17, 18, 27, 33, 44, 45, 46, 47, 48, 49, 68, 216	\$0.1224	Increase
Belize		501	N/A	\$0.3180	Decrease
Belize - Mobile/Special Services		501	2, 6, 14, 15, 16, 18, 802, 822	\$0.4280	Increase
Benin		229	N/A	\$0.2760	Decrease
Benin - Mobile/Special Services		229	01, 02, 03, 04, 05, 06, 07, 08, 09, 20, 23, 28, 29, 39, 40, 42, 44, 45, 46, 47, 48, 49, 59, 60, 64, 68, 69, 70, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98	\$0.2762	Increase
Bermuda		441	N/A	\$0.1960	Decrease
Bermuda - Mobile/Special Services		441	13, 150, 151, 152, 153, 159, 17, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599	\$0.2000	Increase
Bhutan		975	N/A	\$0.2920	Decrease
Bhutan - Mobile/Special Services		975	17, 93, 94, 95, 96, 97, 98, 99	\$0.3002	Increase
Bolivia		591	N/A	\$0.2520	Decrease
Bolivia - La Paz		591	22	\$0.1856	Decrease
Bolivia - Mobile/Special Services		591	133, 144, 152, 159, 164, 166, 7, 9	\$0.2688	Decrease
Bosnia & Herzegovina		387	N/A	\$0.3160	Decrease
Bosnia & Herzegovina - Mobile/Special Services		387	6, 90	\$0.4280	Increase
Botswana		267	N/A	\$0.2440	Increase
Botswana - Mobile/Special Services		267	71, 72	\$0.2672	Increase
Brazil		55	N/A	\$0.1656	Decrease
Brazil - Belo Horizonte		55	310, 311, 312, 313, 314, 315, 316	\$0.1416	Decrease
Brazil - Mobile/Special Services		55	107, 108, 109, 117, 118, 119, 127, 128, 129, 137, 138, 139, 147, 148, 149, 157, 158, 159, 167, 168, 169, 177, 178, 179, 187, 188, 189, 193, 194, 195, 196, 197, 198, 199, 207, 208, 209, 217, 218, 219, 227, 228, 229, 237, 238, 239, 247, 248, 249, 257, 258, 259, 267, 268, 269, 277, 278, 279, 287, 288, 289, 296, 307, 308, 309, 317, 318, 319, 327, 328, 329, 337, 338, 339, 347, 348, 349, 358, 359, 367, 368, 369, 377, 378, 379, 387, 388, 389, 397, 398, 399, 407, 408, 409, 417, 418, 419, 427, 428, 429, 437, 438, 439, 447, 448, 449, 457, 458, 459, 467, 468, 469, 477, 478, 479, 487, 488, 489, 497, 498, 499, 507, 508, 509, 517, 518, 519, 527, 528, 529, 537, 538, 539, 548, 547, 549, 557, 558, 559, 567, 568, 569, 577, 578, 579, 587, 588, 589, 597, 598	\$0.3000	Decrease

Increase Effective Date: 04/08/04

Decrease Effective Date: 04/02/04

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RSI Calling Card  
International  
Termination Rates

Country	NPA	Country Code	City/Mobile Code(s)	Rate	Increase, Decrease, or No Change
Brazil - Mobile/Special Services		55	707, 708, 709, 717, 718, 719, 727, 728, 729, 737, 738, 739, 747, 748, 749, 757, 758, 759, 767, 768, 769, 777, 778, 779, 787, 788, 789, 797, 798, 799, 807, 808, 809, 811, 817, 818, 819, 827, 828, 829, 837, 838, 839, 847, 848, 849, 857, 858, 859, 867, 868, 869, 877, 878, 879, 887, 888, 889, 897, 898, 899, 907, 908, 909, 917, 918, 919, 927, 928, 929, 937, 938, 939, 947, 948, 949, 957, 958, 959, 967, 968, 969, 877, 878, 879, 907, 908, 909, 997, 998, 999	\$0.3000	Decrease
Brazil - Rio de Janeiro		55	211, 212, 213, 214, 215, 216	\$0.1280	Increase
Brazil - Sao Paulo		55	111, 112, 113, 114, 115, 116	\$0.1240	Increase
British Virgin Islands	284		N/A	\$0.2160	Decrease
British Virgin Islands - Mobile/Special Services	284		440, 441, 442, 443, 444, 496, 499	\$0.2344	Increase
Brunei		673	N/A	\$0.1672	Decrease
Brunei - Mobile/Special Services		673	2, 8, 68	\$0.1640	Decrease
Bulgaria		359	N/A	\$0.1928	Decrease
Bulgaria - Mobile/Special Services		359	17, 48, 79, 87, 88, 89, 98, 99	\$0.3928	Increase
Bulgaria - Sofia		359	2	\$0.1400	Decrease
Burkina Faso		226	N/A	\$0.3000	Decrease
Burkina Faso - Mobile/Special Services		226	2, 6, 57, 58, 59, 72, 73, 8	\$0.3002	Increase
Burundi		257	N/A	\$0.2408	Decrease
Burundi - Mobile/Special Services		257	29, 9	\$0.3043	No Change
Cambodia		855	N/A	\$0.3880	Decrease
Cambodia - Mobile/Special Services		855	N/A	\$0.4024	Decrease
Cameroon		237	N/A	\$0.3912	Decrease
Cameroon - Mobile/Special Services		237	5, 6, 7, 8, 9	\$0.4200	Decrease
Canada	204	1	N/A	\$0.1120	Decrease
Canada	250	1	N/A	\$0.1120	Decrease
Canada	289	1	N/A	\$0.1120	Decrease
Canada	306	1	N/A	\$0.1120	Decrease
Canada	403	1	N/A	\$0.1120	Decrease
Canada	416	1	N/A	\$0.1120	Decrease
Canada	418	1	N/A	\$0.1120	Decrease
Canada	450	1	N/A	\$0.1120	Decrease
Canada	506	1	N/A	\$0.1120	Decrease
Canada	514	1	N/A	\$0.1120	Decrease
Canada	519	1	N/A	\$0.1120	Decrease
Canada	604	1	N/A	\$0.1120	Decrease
Canada	613	1	N/A	\$0.1120	Decrease
Canada	647	1	N/A	\$0.1120	Decrease
Canada	705	1	N/A	\$0.1120	Decrease
Canada	709	1	N/A	\$0.1120	Decrease
Canada	778	1	N/A	\$0.1120	Decrease
Canada	780	1	N/A	\$0.1120	Decrease
Canada	807	1	N/A	\$0.1120	Decrease
Canada	819	1	N/A	\$0.1120	Decrease
Canada	867	1	N/A	\$0.1120	Decrease
Canada	902	1	N/A	\$0.1120	Decrease
Canada	905	1	N/A	\$0.1120	Decrease
Cape Verde Islands		238	N/A	\$0.1120	Decrease
Cape Verde Islands - Mobile/Special Services		238	91, 92	\$0.4680	Increase
Cayman Islands	345		N/A	\$0.2358	Decrease
Cayman Islands - Mobile/Special Services	345		916, 917, 925, 926, 927, 929	\$0.2656	Increase
Central African Republic		236	N/A	\$0.3077	Decrease
Central African Republic - Mobile/Special Services		236	0	\$0.3077	Increase
Chad		235	N/A	\$0.4360	Decrease
Chad - Mobile/Special Services		235	24	\$0.5160	Decrease
Chile		56	N/A	\$0.1208	Decrease
Chile - Mobile/Special Services		56	1, 8, 9, 26, 27, 68, 69, 300, 568, 569, 600	\$0.3251	Increase
Chile - Santiago		56	20, 21, 22, 23, 24, 25, 28, 29	\$0.1203	Decrease
China		86	N/A	\$0.1208	Increase
China - Beijing		86	10	\$0.1208	Increase
China - Guangzhou		86	20	\$0.1208	Increase
China - Fuzhou		86	591	\$0.1208	Increase
China - Mobile/Special Services		86	13, 140, 886	\$0.1208	Increase
China - Shanghai		86	21	\$0.1208	Increase
Christmas & Cocos Islands		61	89162, 89164	\$0.3080	No Change
Colombia		57	N/A	\$0.1942	Increase
Colombia - Baranquilla		57	53	\$0.1600	Increase
Colombia - Bogota		57	12, 13, 14, 15, 16, 17, 18	\$0.1496	Decrease
Colombia - Cali		57	23, 24, 25, 26, 288, 289	\$0.1872	Decrease
Colombia - Medellin		57	40, 41, 42, 43, 44, 45, 46, 47, 48	\$0.1936	Decrease
Colombia - Mobile/Special Services		57	3	\$0.5320	Increase
Comoros		269	N/A	\$0.5320	Increase
Comoros - Mobile/Special Services		269	3, 9	\$0.5320	Increase
Congo, Republic of		242	N/A	\$0.2869	Increase
Cook Islands		682	N/A	\$4.9000	Decrease
Cook Islands - Special Services		682	60, 61, 64, 65	\$6.5000	Decrease
Costa Rica		506	N/A	\$0.1656	Decrease
Costa Rica - Mobile/Special Services		506	1, 3, 283, 284	\$0.1872	Decrease
Croatia		385	N/A	\$0.1677	Decrease
Croatia - Mobile/Special Services		385	60, 62, 76, 77, 9	\$0.3960	Increase
Cuba		53	N/A	\$1.2680	Increase
Cuba - Guantanamo Bay		53	9	\$1.4326	Increase
Cyprus		357	N/A	\$0.1720	Decrease
Cyprus - Mobile/Special Services		357	9, 70	\$0.2258	Decrease
Czech Republic		420	N/A	\$0.1288	Decrease
Czech Republic - Mobile/Special Services		420	60, 72, 73, 77, 93, 96	\$0.3320	Decrease
Czech Republic - Prague		420	2	\$0.1288	Decrease
Denmark		45	N/A	\$0.1211	Decrease
Denmark - Mobile/Special Services		45	2, 30, 31, 40, 41, 50, 51, 52, 60, 61, 70, 77, 88, 90, 922	\$0.4040	Increase

Increase Effective Date: 04/08/04  
Decrease Effective Date: 04/02/04

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RST Calling Card  
International  
Termination Rates

Country	NPA	Country Code	City/Mobile Code(s)	Rate	Increase, Decrease, or No Change
Diego Garcia		246	N/A	\$3.8634	Increase
Djibouti		253	N/A	\$0.5480	Increase
Djibouti - Mobile/Special Services		253	80, 81, 82, 83	\$0.7240	Increase
Dominica	767		N/A	\$0.2840	Decrease
Dominica - Mobile/Special Services	767		235, 245, 265, 276, 277	\$0.3416	Increase
Dominican Republic	809		N/A	\$0.1789	Decrease
Dominican Republic - Mobile/Special Services	809		204, 222, 223, 224, 240, 241, 242, 243, 244, 254, 255, 256, 257, 258, 259, 264, 265, 267, 268, 269, 270, 271, 272, 280, 281, 282, 283, 292, 293, 299, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 321, 322, 323, 324, 325, 326, 327, 330, 340, 341, 342, 343, 344, 345, 348, 350, 355, 360, 366, 370, 371, 374, 376, 377, 383, 386, 387, 390, 392, 394, 395, 396, 399, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 451, 452, 453, 454, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 470, 481, 486, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 515, 519, 542, 543, 545, 604, 624, 628, 629, 630, 631, 632, 634, 635, 637, 639, 64, 650, 651, 652, 653, 656, 658, 659, 660, 670, 671, 696, 697	\$0.2640	Decrease
Dominican Republic - Mobile/Special Services	809		707, 710, 723, 727, 729, 747, 749, 750, 751, 752, 753, 754, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 767, 768, 769, 771, 772, 773, 774, 775, 776, 777, 785, 786, 787, 796, 801, 802, 803, 804, 805, 815, 816, 817, 818, 829, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 86, 871, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 889, 890, 912, 913, 914, 915, 916, 917, 918, 928, 929, 932, 938, 939, 940, 941, 942, 943, 944, 945, 946, 952, 953, 961, 962, 963, 964, 965, 966, 967, 968, 969, 972, 973, 974, 975, 977, 978, 979, 980, 981, 982, 986	\$0.2640	Decrease
East Timor		670	N/A	\$3.3000	No Change
Ecuador		593	N/A	\$0.2840	Decrease
Ecuador - Guayaquil		593	4	\$0.2720	Decrease
Ecuador - Mobile/Special Services		593	9	\$0.2400	Decrease
Ecuador - Quito		593	7	\$0.2920	Decrease
Egypt		20	N/A	\$0.3128	Decrease
Egypt - Cairo		20	2	\$0.3128	Decrease
Egypt - Mobile/Special Services		20	10, 11, 12	\$0.2760	Decrease
El Salvador		503	N/A	\$0.2304	Decrease
El Salvador - Mobile/Special Services		503	7, 8, 9, 38, 39	\$0.2504	Decrease
Equatorial Guinea		240	N/A	\$0.4234	Decrease
Equatorial Guinea - Mobile/Special Services		240	2, 3, 4, 5, 6, 7	\$0.4040	Increase
Eritrea		291	N/A	\$0.5000	Decrease
Estonia		372	N/A	\$0.1360	Decrease
Estonia - Mobile/Special Services		372	5, 70, 72, 78, 88	\$0.4520	Increase
Ethiopia		251	N/A	\$0.5520	Decrease
Ethiopia - Mobile/Special Services		251	9	\$0.5680	Decrease
Faeroe Islands		298	N/A	\$0.3560	Increase
Falkland Islands (Islas Malvinas)		500	N/A	\$1.0024	Increase
Fiji Islands		679	N/A	\$0.4680	Increase
Fiji Islands - Mobile/Special Services		679	9, 13	\$0.4760	Increase
Finland		358	N/A	\$0.1336	Increase
Finland - Mobile/Special Services		358	4, 50, 71	\$0.3240	Increase
France		33	N/A	\$0.1189	Decrease
France - Mobile/Special Services		33	35, 6, 836	\$0.3240	Decrease
France - Paris		33	1	\$0.1170	Decrease
French Antilles & Martinique		596	N/A	\$0.2400	Decrease
French Guiana		594	N/A	\$0.2832	Decrease
French Guiana - Mobile/Special Services		594	21, 23, 26, 40, 41, 42, 43, 44, 45, 694	\$0.3560	Increase
French Polynesia		689	N/A	\$0.4040	Decrease
Gabon Republic		241	N/A	\$0.2720	Decrease
Gabon Republic - Mobile/Special Services		241	03, 04, 05, 06, 07, 08, 09, 2, 3, 41, 51, 52, 53, 57, 61, 63, 68, 75, 80, 81, 84, 85, 87, 89, 91, 94, 95, 97	\$0.2912	Decrease
Gambia		220	N/A	\$0.3824	Increase
Gambia - Mobile/Special Services		220	9	\$0.3864	Increase
Georgia		995	N/A	\$0.1640	Decrease
Georgia - Mobile/Special Services		995	32, 77, 93, 97, 99, 28205	\$0.2952	Increase
Germany		49	N/A	\$0.1165	Decrease
Germany - Frankfurt		49	69, 335	\$0.1165	Decrease
Germany - Mobile/Special Services		49	1, 700, 701, 800, 900	\$0.4120	Increase
Ghana		233	N/A	\$0.2320	Decrease
Ghana - Accra		233	21	\$0.1880	Decrease
Ghana - Mobile/Special Services		233	20, 2170, 23, 24, 25, 27, 28	\$0.2832	Increase
Gibraltar		350	N/A	\$0.1608	Increase
Gibraltar - Mobile/Special Services		350	54, 56, 57, 58	\$0.4678	Increase
Greece		30	N/A	\$0.1352	Decrease
Greece - Athens		30	10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 21	\$0.1317	Decrease
Greece - Mobile/Special Services		30	6, 9	\$0.3240	Increase
Greenland		299	N/A	\$0.6040	Increase
Greenland - Mobile/Special Services		299	4, 5	\$0.9000	Increase
Grenada		473	N/A	\$0.2760	Decrease
Grenada - Mobile/Special Services		473	403, 404, 405, 406, 407, 408, 409, 414, 415, 416, 417, 418, 419, 441, 449, 456, 457, 458, 459, 773	\$0.3539	Increase
Guadeloupe		590	N/A	\$0.2104	Decrease

Increase Effective Date: 04/08/04  
Decrease Effective Date: 04/02/04

QWEST COMMUNICATIONS CONFIDENTIAL AND PROPRIETARY



FOR DISCUSSION PURPOSES ONLY. RATES NOT EFFECTIVE UNTIL A CONTRACT OR ADDENDUM IS FULLY EXECUTED



RST Calling Card  
International  
Termination Rates

Country	NPA	Country Code	City/Mobile Code(s)	Rate	Increase, Decrease, or No Change
Guadeloupe - Mobile/Special Services		590	30, 31, 33, 34, 35, 39, 49, 61, 62, 63, 64, 71, 72, 73, 74, 75, 690	\$0.4072	Increase
Guatemala		502	N/A	\$0.2512	Decrease
Guatemala - Mobile/Special Services		502	20, 21, 29, 30, 31, 39, 40, 41, 49, 50, 51, 59, 60, 61, 69, 70, 71, 79, 80, 81, 89, 90, 91, 95, 99, 223, 228, 237, 239, 248, 249, 263, 277, 278, 279, 283, 285, 323, 325, 328, 377, 378, 379, 420, 429, 458, 485, 427, 428, 470, 528, 628, 620, 639, 657, 658, 677, 678, 679, 723, 728, 739, 757, 758, 779, 820, 827, 828, 848, 858, 864, 861, 863, 865, 879, 883, 892, 920, 928, 929, 939, 958, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 981, 990, 991	\$0.2656	Decrease
Guinea		224	N/A	\$0.2960	Increase
Guinea - Mobile/Special Services		224	11, 12, 13, 40	\$0.2860	Increase
Guinea-Bissau		245	N/A	\$1.6680	Increase
Guinea-Bissau - Mobile/Special Services		245	29	\$2.0840	Decrease
Guyana		592	N/A	\$0.4760	Increase
Guyana - Mobile/Special Services		592	1, 2, 304, 374, 384, 394, 4, 5, 6, 8	\$0.4760	Increase
Haiti		509	N/A	\$0.2488	Decrease
Haiti - Mobile		509	251, 3, 4, 5, 851, 9	\$0.4198	Increase
Haiti - Special Services		509	5	\$0.4440	Increase
Honduras		504	N/A	\$0.4582	Decrease
Honduras - Mobile/Special Services		504	9	\$0.4760	Increase
Hong Kong		852	N/A	\$0.1192	Increase
Hong Kong - Mobile/Special Services		852	1, 2, 48, 49, 6, 7, 8, 9	\$0.1154	Increase
Hungary		36	N/A	\$0.1446	Decrease
Hungary - Budapest		36	1	\$0.1424	Decrease
Hungary - Mobile/Special Services		36	20, 30, 50, 60, 70	\$0.3940	Increase
Iceland		354	N/A	\$0.1440	Increase
Iceland - Mobile/Special Services		354	3, 6, 8, 9	\$0.4016	Increase
India		91	N/A	\$0.2322	Decrease
India - Ahmedabad		91	792	\$0.2344	Decrease
India - Bangalore		91	80	\$0.2672	Increase
India - Bombay		91	22	\$0.3160	Decrease
India - Calcutta		91	33	\$0.2888	Decrease
India - Hyderabad		91	40	\$0.1874	Decrease
India - Madras		91	44	\$0.2064	Decrease
India - Mobile/Special Services		91	94, 98	\$0.2838	Increase
India - New Delhi		91	11	\$0.2472	Decrease
India - Pune (Poona)		91	20	\$0.3000	Decrease
India - Punjab		91	16, 17, 18	\$0.2840	Decrease
Indonesia		62	N/A	\$0.2174	Increase
Indonesia - Jakarta		62	21	\$0.1413	Decrease
Indonesia - Mobile/Special Services		62	8, 28	\$0.2784	Decrease
INMARSAT - 870		870	N/A	\$16.1000	Decrease
INMARSAT - 871		871	N/A	\$6.4840	Decrease
INMARSAT - 872		872	N/A	\$6.4840	Decrease
INMARSAT - 873		873	N/A	\$6.4840	Decrease
INMARSAT - 874		874	N/A	\$6.4840	Decrease
International Networks		882	N/A	\$1.7240	Increase
Iran		98	N/A	\$0.2350	Increase
Iran - Mobile/Special Services		98	9	\$0.2760	Increase
Iraq		964	N/A	\$0.6019	Decrease
Ireland		353	N/A	\$0.1240	Decrease
Ireland - Dublin		353	1	\$0.1216	Decrease
Ireland - Mobile/Special Services		353	0, 1520, 1530, 1540, 1550, 1559, 1560, 1570, 1580, 3, 8, 56	\$0.3480	Increase
Indonesia		881	N/A	\$3.1264	Increase
Israel		972	N/A	\$0.1312	Decrease
Israel - Mobile/Special Services		972	5, 6	\$0.2152	Increase
Israel - Tel Aviv		972	3	\$0.1304	Decrease
Italy		39	N/A	\$0.1200	No Change
Italy - Milan		39	02, 2	\$0.1200	No Change
Italy - Mobile/Special Services		39	3	\$0.3928	Increase
Italy - Roma		39	060, 061, 062, 063, 064, 065, 067, 068, 069, 6	\$0.1200	No Change
Ivory Coast		225	N/A	\$0.3720	Increase
Ivory Coast - Mobile/Special Services		225	0, 8, 9	\$0.3720	Decrease
Jamaica		876	N/A	\$0.2072	Decrease
Jamaica - Mobile/Special Services		876	2, 3, 4, 700, 707, 77, 78, 79, 8, 909, 919, 990, 995, 997, 999	\$0.3558	Increase
Japan		81	N/A	\$0.1296	Decrease
Japan - Military		81	3117, 6117	\$0.1458	Increase
Japan - Mobile/Special Services		81	10, 20, 30, 3100-3116, 3118-3139, 40, 50, 60, 6100-6116, 6118-6129, 70, 80, 90	\$0.2888	Decrease
Japan - Osaka		81	62, 63, 64, 65, 66, 67, 68, 69	\$0.1301	Increase
Japan - Tokyo		81	32, 33, 34, 35, 36, 37, 38, 39	\$0.1301	Increase
Jordan		962	N/A	\$0.3080	Decrease
Jordan - Amman		962	6	\$0.3040	Decrease
Jordan - Mobile/Special Services		962	77, 79, 95, 96	\$0.3672	Decrease
Kazakhstan		7	30, 31, 32	\$0.2840	Decrease
Kazakhstan - Mobile/Special Services		7	33, 300, 313, 31290, 31291, 31490, 31491, 31590, 31591, 31790, 31791, 31890, 32190, 32191, 32390, 32391, 32490, 32590, 32591, 32690, 32691, 32790, 32801, 670, 671, 672	\$0.3379	Increase
Kenya		254	N/A	\$0.3776	Increase
Kenya - Mobile/Special Services		254	2, 9	\$0.5078	Increase
Kenya - Nairobi		254	N/A	\$0.3320	Decrease
Kiribati		686	N/A	\$0.8680	Decrease
Kiribati - Mobile/Special Services		686	0	\$1.7832	Decrease
Korea, North		850	N/A	\$0.9280	Increase
Korea, South		82	N/A	\$0.1224	Decrease
Korea, South - Mobile/Special Services		82	1, 27, 67	\$0.1704	Increase
Korea, South - Seoul		82	20, 21, 22, 23, 24, 25, 26, 28, 29	\$0.1219	Decrease

Increase Effective Date: 04/08/04

Decrease Effective Date: 04/02/04

FOR DISCUSSION PURPOSES ONLY. RATES NOT EFFECTIVE UNTIL A CONTRACT OR ADDENDUM IS FULLY EXECUTED



RSI Calling Card  
International  
Termination Rates

Country	NPA	Country Code	City/Mobile Code(s)	Rate	Increase, Decrease, or No Change
Kuwait		965	N/A	\$0.2200	Decrease
Kuwait - Mobile/Special Services		965	0, 1, 5, 6, 7, 8, 9	\$0.2224	Decrease
Kyrgyzstan		996	N/A	\$0.2440	Decrease
Kyrgyzstan - Mobile/Special Services		996	3, 502, 517	\$0.2739	Decrease
Laos		856	N/A	\$0.2584	Decrease
Laos - Mobile/Special Services		856	20	\$0.2584	Increase
Latvia		371	N/A	\$0.2720	Decrease
Latvia - Mobile/Special Services		371	58, 59, 6, 8, 9	\$0.3696	Increase
Lebanon		961	N/A	\$0.2416	Decrease
Lebanon - Mobile/Special Services		961	3	\$0.3516	Decrease
Lesotho		266	N/A	\$0.2344	Increase
Lesotho - Mobile/Special Services		266	5, 6	\$0.2420	Increase
Liberia		231	N/A	\$0.3077	Increase
Liberia - Mobile/Special Services		231	33, 226, 227, 228, 229	\$0.3238	Increase
Libya		218	N/A	\$0.2608	Decrease
Libya - Mobile/Special Services		218	91	\$0.3099	Increase
Liechtenstein		423	N/A	\$0.1514	Decrease
Liechtenstein - Mobile/Special Services		423	5, 6, 7	\$0.2680	Increase
Lithuania		370	N/A	\$0.2312	Increase
Lithuania - Mobile/Special Services		370	2, 6, 79, 8, 9	\$0.3360	Decrease
Luxembourg		352	N/A	\$0.1307	Increase
Luxembourg - Mobile/Special Services		352	021, 028, 0291, 091, 098, 21, 28, 88, 91, 98	\$0.3936	Increase
Macau		853	N/A	\$0.1752	Increase
Macau - Mobile/Special Services		853	6	\$0.1754	Increase
Macedonia		389	N/A	\$0.3320	Decrease
Macedonia - Mobile/Special Services		389	7, 51	\$0.4786	Increase
Madagascar		261	N/A	\$0.4038	Decrease
Madagascar - Mobile/Special Services		261	3, 7	\$0.3760	Decrease
Malawi		265	N/A	\$0.1762	Decrease
Malawi - Mobile/Special Services		265	8, 9	\$0.1798	Decrease
Malaysia		60	N/A	\$0.1296	Decrease
Malaysia - Kuala Lumpur		60	N/A	\$0.1296	Decrease
Malaysia - Mobile/Special Services		60	1	\$0.1288	Decrease
Maldives		960	N/A	\$0.1544	Increase
Maldives - Mobile/Special Services		960	95	\$1.7960	Decrease
Mali Republic		223	N/A	\$0.3960	Increase
Mali Republic - Mobile/Special Services		223	22, 277, 60, 61, 62, 63, 64, 67	\$0.4400	Increase
Malta		356	N/A	\$0.2797	Decrease
Malta - Mobile/Special Services		356	5, 7, 9	\$0.3400	Decrease
Marshall Islands		692	N/A	\$0.5107	Decrease
Mauritania		222	N/A	\$0.4814	Increase
Mauritius		230	N/A	\$0.3800	Decrease
Mauritius - Mobile/Special Services		230	25, 421, 422, 423, 49, 72, 73, 75, 76, 77, 78, 79	\$0.3802	Increase
Mayotte Island		269	60, 61, 62, 63, 64	\$0.4520	Increase
Mayotte Island - Mobile/Special Services		269	65, 66, 67, 68, 69	\$0.8120	Decrease
Mexico - Acapulco (10 digit dialing)		52	744	\$0.1696	Decrease
Mexico - Aguascalientes (10 digit dialing)		52	449	\$0.1520	Decrease
Mexico - Colima (10 digit dialing)		52	461	\$0.1560	Decrease
Mexico - Chihuahua (10 digit dialing)		52	614	\$0.1568	Decrease
Mexico - Coahuila (10 digit dialing)		52	777	\$0.1456	Decrease
Mexico - Ciudad Juarez (10 digit dialing)		52	656	\$0.1584	Decrease
Mexico - Guadalajara (10 digit dialing)		52	467	\$0.1721	Decrease
Mexico - Irapuato (10 digit dialing)		52	477	\$0.1544	Decrease
Mexico - Leon (10 digit dialing)		52	477	\$0.1384	Decrease
Mexico - Mexico City (10 digit dialing)		52	550, 5513, 5515, 5516, 5517, 5518, 5520, 5523, 5524, 5527, 5528, 5529, 5532, 5533, 5534, 5535, 5536, 5537, 5538, 5539, 5540, 5541, 5542, 5543, 5544, 5545, 5546, 5547, 5548, 5549, 5556, 5557, 5560, 5561, 5562, 5563, 5564, 5565, 5566, 5567, 5568, 5569, 5570, 5571, 5572, 5573, 5574, 5575, 5576, 5577, 5578, 5579, 5580, 5581, 5582, 5583, 5584, 5586, 5587, 5588, 5589, 5590, 5592, 5593, 5594, 5595, 5596, 5597, 5598, 5599	\$0.1200	Decrease
Mexico - Mexico City Cellular (10 digit dialing)		52	5510, 5511, 5512, 5514, 5519, 5521, 5522, 5525, 5526, 5530, 5531, 5530, 5531, 5532, 5533, 5534, 5535, 5538, 5539, 5540, 5541, 5542, 5543, 5544, 5545, 5546, 5547, 5548, 5549, 5550, 5551, 5552, 5553, 5554, 5555, 5558, 5559, 5585, 5591, 8110, 8180, 8181, 8182, 8183, 8184, 8185, 8186, 8187, 8188, 8189, 8190, 8191, 8192, 8193, 8193, 8194, 8195, 8196, 8197, 8198, 8199	\$0.1312	Decrease
Mexico - Monterrey (10 digit dialing)		52	8192, 8193, 8193, 8194, 8195, 8196, 8197, 8198, 8199	\$0.1250	Decrease
Mexico - Puebla (10 digit dialing)		52	722	\$0.1528	Increase
Mexico - Queretaro (10 digit dialing)		52	442	\$0.1408	Decrease
Mexico - San Luis Potosi (10 digit dialing)		52	444	\$0.1477	Decrease
Mexico - Tapanatepec (10 digit dialing)		52	378	\$0.1600	Decrease
Mexico - Tijuana (10 digit dialing)		52	664	\$0.1592	Decrease
Mexico - Torreon (10 digit dialing)		52	871	\$0.1482	Decrease
Mexico (10 digit dialing)		52	N/A	\$0.2059	Decrease
Mexico On-Net A (10 digit dialing)		52	271, 272, 311, 312, 351, 352, 392, 452, 473, 493, 595, 613, 618, 622, 644, 668, 669, 722, 735, 775, 834, 844, 856, 867, 868, 899, 921, 951, 961, 228, 229, 231, 232, 238, 284, 287, 314, 317, 322, 324, 325, 341, 354, 355, 356, 374, 381, 384, 389, 393, 415, 427, 435, 436, 438, 443, 451, 453, 463, 464, 466, 469, 472, 474, 475, 481, 492, 494, 591, 612, 624, 626, 627, 631, 632, 633, 639, 641, 642, 645, 646, 653, 661, 662, 665, 676, 713, 714, 715, 721, 726, 727, 728, 732, 733, 736, 747, 754, 755, 756, 757, 758, 762, 771, 773, 779, 782, 783, 786, 791, 823, 828, 829, 831, 833, 841, 842, 861, 877, 878, 891, 892, 916, 917, 922, 938, 958, 965, 967, 968, 971, 981, 982, 985, 987, 991, 998, 999	\$0.1582	Decrease
Mexico On-Net B (10 digit dialing)		52		\$0.1605	Decrease
Micronesia		691	N/A	\$0.4600	Decrease

Increase Effective Date: 04/08/04

Decrease Effective Date: 04/02/04

QWEST COMMUNICATIONS CONFIDENTIAL AND PROPRIETARY

FOR DISCUSSION PURPOSES ONLY. RATES NOT EFFECTIVE UNTIL A CONTRACT OR ADDENDUM IS FULLY EXECUTED



RST Calling Card  
International  
Termination Rates

Country	NPA	Country Code	City/Mobile Code(s)	Rate	Increase, Decrease, or No Change
Moldova		373	N/A	\$0.2314	Increase
Moldova - Mobile/Special Services		373	5, 6, 7, 8, 9, 21	\$0.4360	Increase
Monaco		377	N/A	\$0.1605	Increase
Monaco - Mobile/Special Services		377	4, 6, 7	\$0.3480	Increase
Mongolia		976	N/A	\$0.1960	Increase
Montserrat	664		N/A	\$0.3562	Increase
Montserrat - Mobile/Special Services	664		349, 412, 492, 493, 495, 496, 773	\$0.3562	Increase
Morocco		212	N/A	\$0.3702	Increase
Morocco Mobile/Special Services		212	1, 6, 7	\$0.4886	Increase
Mozambique		258	N/A	\$0.2742	Increase
Mozambique - Mobile/Special Services		258	82	\$0.2742	Increase
Myanmar (Formerly Burma)		95	N/A	\$0.5870	Increase
Namibia		264	N/A	\$0.2216	Increase
Namibia - Mobile/Special Services		264	81	\$0.5227	Increase
Nauru		674	N/A	\$5.1400	Increase
Nauru - Mobile/Special Services		674	8	\$5.2200	Increase
Nepal		977	N/A	\$0.4768	Increase
Nepal - Mobile/Special Services		977	1	\$0.5016	Increase
Netherlands		31	N/A	\$0.1168	Increase
Netherlands - Amsterdam		31	20	\$0.1168	Increase
Netherlands - Mobile/Special Services		31	6, 8, 9	\$0.4920	Increase
Netherlands Antilles		599	N/A	\$0.2776	Increase
Netherlands Antilles - Curacao		599	90, 91, 92, 93, 94, 97, 98, 99	\$0.2736	Increase
Netherlands Antilles - Mobile/Special Services		599	2, 318, 4, 5, 6, 78, 79, 95, 96	\$0.3240	Increase
New Caledonia		687	N/A	\$0.4840	Increase
New Zealand		64	N/A	\$0.1219	Increase
New Zealand - Mobile/Special Services		64	2, 8, 900	\$0.4528	Increase
Nicaragua		505	N/A	\$0.3398	Increase
Nicaragua - Mobile/Special Services		505	3, 5, 6, 7, 8, 9, 214	\$0.3560	Increase
Niger Republic		227	N/A	\$0.2840	Increase
Niger Republic - Mobile/Special Services		227	8, 9	\$0.4520	Increase
Nigeria		234	N/A	\$0.2248	Increase
Nigeria - Lagos		234	1	\$0.1672	Increase
Nigeria - Mobile/Special Services		234	128, 1290, 1320, 1342, 1460, 147, 1490, 1497, 1759, 177, 470, 52450, 774, 775, 80, 8244, 84570, 90, 9670, 9671	\$0.3766	Increase
Niue		683	N/A	\$5.0600	Increase
Niue - Mobile/Special Services		683	2, 5, 7, 8, 9	\$5.0600	Increase
Norfolk Island		672	3	\$0.9146	Increase
Norway		47	N/A	\$0.1208	Increase
Norway - Mobile/Special Services		47	4, 7, 8, 9	\$0.3200	Increase
Oman		968	N/A	\$0.3530	Increase
Oman - Mobile/Special Services		968	93	\$0.4040	Increase
Pakistan		92	N/A	\$0.3878	Increase
Pakistan - Karachi		92	21	\$0.3760	Increase
Pakistan - Lahore		92	42	\$0.3878	Increase
Pakistan - Mobile/Special Services		92	3	\$0.3878	Increase
Palau Republic of		680	N/A	\$0.5400	Increase
Palestine		970	N/A	\$0.2205	Increase
Palestine - Mobile/Special Services		970	5	\$0.3269	Increase
Panama		507	N/A	\$0.2216	Increase
Panama - Mobile/Special Services		507	5, 6, 8, 75, 99, 208, 209, 218, 219, 408, 418, 708, 718	\$0.3144	Increase
Papua New Guinea		675	N/A	\$0.8680	Increase
Papua New Guinea - Mobile/Special Services		675	20	\$1.7800	Increase
Paraguay		595	N/A	\$0.2640	Increase
Paraguay - Asuncion		595	21	\$0.2250	Increase
Paraguay - Mobile/Special Services		595	9, 769, 871, 873	\$0.3680	Increase
Peru		51	N/A	\$0.1846	Increase
Peru - Lima		51	10, 11, 12, 13, 14, 15, 16	\$0.1280	Increase
Peru - Mobile/Special Services		51	17, 18, 19, 246, 346, 349, 419, 429, 439, 446, 449, 519, 529, 539, 546, 549, 569, 619, 629, 639, 646, 649, 659, 669, 679, 729, 739, 746, 749, 769, 829, 839, 846, 849, 946, 949	\$0.4600	Increase
Philippines		63	N/A	\$0.2968	Increase
Philippines - Manila		63	20, 21, 22, 23, 25, 26, 28, 240, 243, 244, 245, 246, 247, 248, 249, 290, 292, 293, 294, 295, 296, 297, 298, 299	\$0.2912	Increase
Philippines - Mobile/Special Services		63	9, 27, 30, 35, 36, 40, 42, 43, 44, 45, 46, 47, 50, 52, 54, 56, 60, 62, 64, 65, 70, 72, 80, 85, 241, 242, 291, 1335	\$0.3478	Increase
Poland		48	N/A	\$0.1328	Increase
Poland - Krakow		48	12	\$0.1328	Increase
Poland - Mobile/Special Services		48	20, 39, 50, 60, 64, 69, 70, 80, 90, 98, 99	\$0.3936	Increase
Poland - Warsaw		48	22	\$0.1296	Increase
Portugal		351	N/A	\$0.1296	Increase
Portugal - Mobile/Special Services		351	6, 8, 9, 60, 64, 67, 169, 189, 470, 669, 6981	\$0.4312	Increase
Qatar		974	N/A	\$0.4480	Increase
Qatar - Mobile/Special Services		974	2, 5, 12	\$0.6312	Increase
Reunion Island		262	N/A	\$0.3202	Increase
Reunion Island - Mobile/Special Services		262	5, 76, 77, 78, 79, 82, 85, 86, 87	\$0.4360	Increase
Romania		40	N/A	\$0.2296	Increase
Romania - Bucharest		40	41	\$0.2118	Increase
Romania - Mobile/Special Services		40	7, 8, 9	\$0.4198	Increase
Russia		7	N/A	\$0.1598	Increase
Russia - Mobile/Special Services		7	90, 91, 92	\$0.1637	Increase
Russia - Moscow		7	095	\$0.1136	Increase
Russia - Omsk		7	50, 51, 52, 53, 54, 55, 56, 572, 574-599	\$0.1797	Increase
Russia - St. Petersburg		7	812	\$0.1171	Increase
Rwanda		250	N/A	\$0.2664	Increase
San Marino		378	N/A	\$0.1478	Increase
San Marino - Mobile/Special Services		378	6	\$1.7864	Increase
Sao Tomé		239	N/A	\$1.6520	Increase

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RSI Calling Card  
International  
Termination Rates

Country	NPA	Country Code	City/Mobile Code(s)	Rate	Increase, Decrease, or No Change
Saudi Arabia		966	N/A	\$0.3640	Increase
Saudi Arabia - Dhahran		966	3	\$0.2280	Increase
Saudi Arabia - Jeddah		966	22, 26	\$0.1714	Increase
Saudi Arabia - Mobile/Special Services		966	5, 8, 430, 630	\$0.3946	Increase
Saudi Arabia - Riyadh		966	12, 14	\$0.3218	Increase
Senegal Republic		221	N/A	\$0.3320	Increase
Senegal Republic - Mobile/Special Services		221	N/A	\$0.3320	Increase
Seychelles Islands		248	5, 6, 8	\$0.3882	Increase
Seychelles Islands - Mobile/Special Services		248	N/A	\$0.3240	Increase
Sierra Leone		232	5, 7, 20, 21	\$0.3752	Increase
Sierra Leone - Freetown		232	22	\$0.4640	Increase
Sierra Leone - Mobile/Special Services		232	1, 23, 30, 76, 90	\$0.3520	Increase
Singapore		65	N/A	\$0.3640	Increase
Singapore - Mobile/Special Services		65	7, 9	\$0.1139	Increase
Slovak Republic		421	N/A	\$0.1139	Increase
Slovak Republic - Mobile/Special Services		421	9	\$0.1712	Increase
Slovenia		386	N/A	\$0.3875	Increase
Slovenia - Mobile/Special Services		386	20, 21, 30, 31, 40, 41, 49, 50, 51, 60, 61, 70, 71, 880, 889, 90	\$0.4192	Increase
Solomon Islands		677	N/A	\$1.3440	Increase
Solomon Islands - Mobile/Special Services		677	1, 8, 9	\$1.6200	Increase
Somalia		252	N/A	\$0.8520	Increase
South Africa - Capetown		27	N/A	\$0.1816	Increase
South Africa - Johannesburg		27	21	\$0.1752	Increase
South Africa - Mobile/Special Services		27	11	\$0.1752	Increase
Spain		34	3, 8, 72, 73, 74	\$0.3688	Increase
Spain - Barcelona		34	N/A	\$0.1176	Increase
Spain - Madrid		34	93	\$0.1176	Increase
Spain - Mobile/Special Services		34	6	\$0.1176	Increase
Sri Lanka		94	N/A	\$0.4109	Increase
Sri Lanka - Mobile/Special Services		94	7	\$0.2946	Increase
St. Helena		290	N/A	\$1.6840	Increase
St. Kitts/Nevis	869		N/A	\$0.3160	Increase
St. Kitts/Nevis - Mobile/Special Services	869		662, 663	\$0.3400	Increase
St. Lucia	758		N/A	\$0.3056	Increase
St. Lucia - Mobile/Special Services	758		284, 285, 286, 287, 384, 460, 461, 484, 485, 486, 487, 488, 489, 518, 519, 520, 584, 714, 715, 716, 717, 718, 719, 720	\$0.3557	Increase
St. Pierre/Miquelon		508	N/A	\$0.3160	Increase
St. Vincent/Grenadines	784		N/A	\$0.3222	Increase
St. Vincent/Grenadines - Mobile/Special Services	784		430, 431, 432, 454, 455, 493, 526, 527, 528, 529, 530, 531, 593	\$0.3702	Increase
Sudan		249	N/A	\$0.3824	Increase
Sudan - Mobile/Special Services		249	12	\$0.3960	Increase
Suriname		597	N/A	\$0.4120	Increase
Suriname - Mobile/Special Services		597	1, 4, 6, 7, 8, 9	\$0.4520	Increase
Swaziland		268	N/A	\$0.2474	Increase
Swaziland - Mobile/Special Services		268	60, 61, 62	\$0.3824	Increase
Sweden		46	N/A	\$0.1213	Increase
Sweden - Mobile/Special Services		46	7, 10, 20, 124, 126, 127, 129, 252, 376, 450, 458, 518, 519, 592, 593, 595, 596, 665, 673, 674, 675, 900, 939, 944	\$0.3600	Increase
Sweden - Stockholm		46	8	\$0.1157	Increase
Switzerland		41	N/A	\$0.1198	Increase
Switzerland - Mobile/Special Services		41	20, 40, 50, 74, 75, 76, 77, 78, 79, 80, 86, 89, 90, 99	\$0.4656	Increase
Syria		963	N/A	\$0.5296	Increase
Syria - Mobile/Special Services		963	93, 94	\$0.5296	Increase
Taiwan		886	N/A	\$0.1222	Increase
Taiwan - Mobile/Special Services		886	9, 60, 70	\$0.2048	Increase
Taiwan - Taipei		886	2	\$0.1202	Increase
Tajikistan		992	N/A	\$0.3520	Increase
Tajikistan - Mobile/Special Services		992	90	\$0.3682	Increase
Tanzania		255	N/A	\$0.4216	Increase
Tanzania - Mobile/Special Services		255	7, 8, 9	\$0.4400	Increase
Thailand		66	N/A	\$0.2184	Increase
Thailand - Bangkok		66	2	\$0.1816	Increase
Thailand - Mobile/Special Services		66	1, 6, 8, 9, 40, 50, 51, 70, 71, 72, 78, 79	\$0.2224	Increase
Togo		228	N/A	\$0.3560	Increase
Togo - Mobile/Special Services		228	9	\$0.3640	Increase
Tokelau		690	N/A	\$1.2256	Increase
Tokelau - Mobile/Special Services		690	5, 6, 7, 8	\$1.2420	Increase
Tonga Islands		676	N/A	\$0.4440	Increase
Tonga Islands - Mobile/Special Services		676	56	\$0.4488	Increase
Trinidad & Tobago	868		N/A	\$0.2424	Increase
Trinidad & Tobago - Mobile/Special Services	868		620, 68, 678, 739, 75, 76, 77, 848, 874, 899, 920, 938	\$0.2597	Increase
Tunisia		216	N/A	\$0.3880	Increase
Tunisia - Mobile/Special Services		216	52, 72, 9	\$0.3960	Increase
Turkey		90	N/A	\$0.2832	Increase
Turkey - Istanbul		90	212, 216	\$0.2250	Increase
Turkey - Mobile/Special Services		90	5, 900	\$0.3400	Increase
Turkmenistan		993	N/A	\$0.3360	Increase
Turkmenistan - Mobile/Special Services		993	31, 32, 33, 34	\$0.3323	Increase
Turks & Caicos	649		N/A	\$0.2840	Increase
Turks & Caicos - Mobile/Special Services	649		231, 232, 241, 242, 249	\$0.2840	Increase
Turvalu		688	N/A	\$2.5800	Increase
Turvalu - Mobile/Special Services		688	6, 7, 8	\$6.8840	Increase
Uganda		256	N/A	\$0.2419	Increase
Uganda - Mobile/Special Services		256	3, 7	\$0.2584	Increase
Ukraine		380	N/A	\$0.2336	Increase
Ukraine - Kiev		380	4	\$0.2296	Increase
Ukraine Mobile/Special Services		380	5, 6, 931	\$0.2704	Increase

Increase Effective Date: 04/08/04  
Decrease Effective Date: 04/02/04

QWEST COMMUNICATIONS CONFIDENTIAL AND PROPRIETARY

FOR DISCUSSION PURPOSES ONLY. RATES NOT EFFECTIVE UNTIL A CONTRACT OR ADDENDUM IS FULLY EXECUTED



RSI Calling Card  
International  
Termination Rates

Country	NPA	Country Code	City/Mobile Code(s)	Rate	Increase, Decrease, or No Change
United Arab Emirates		971	N/A	\$0.4088	Decrease
United Arab Emirates - Mobile/Special Services		971	50	\$0.4080	Decrease
United Kingdom		44	N/A	\$0.1147	Decrease
United Kingdom - London		44	207, 208	\$0.1147	Increase
United Kingdom - Mobile/Special Services		44	0, 3, 4, 5, 6, 7, 8, 9	\$0.3317	Increase
Uruguay		598	N/A	\$0.2280	Decrease
Uruguay - Mobile/Special Services		598	9	\$0.4280	Increase
Uzbekistan		998	N/A	\$0.2411	Decrease
Vanatu		678	N/A	\$1.8760	Increase
Vanatu - Mobile/Special Services		678	5, 6, 7	\$5.0600	Increase
Venezuela		58	N/A	\$0.1704	Decrease
Venezuela - Caracas		58	212	\$0.1323	Decrease
Venezuela - Mobile/Special Services		58	4, 12, 14, 15, 16, 17, 18, 23	\$0.3451	Decrease
Vietnam		84	N/A	\$0.4997	Decrease
Vietnam - Ho Chi Min City		84	82, 83, 84, 86, 87	\$0.4840	Decrease
Vietnam - Mobile/Special Services		84	9, 80, 81, 85, 88, 89, 692, 693, 694, 6955, 6966, 6977, 6988	\$0.5160	Decrease
Wallis & Futuna Islands		681	N/A	\$2.3731	Decrease
Western Samoa		685	N/A	\$0.4928	Increase
Yemen		967	N/A	\$0.3280	Increase
Yemen - Mobile/Special Services		967	7	\$0.3282	Increase
Yugoslavia and Serbia		381	N/A	\$0.2360	Decrease
Yugoslavia and Serbia - Mobile/Special Services		381	6	\$0.4048	Increase
Zaire		243	N/A	\$0.5000	Increase
Zaire - Mobile/Special Services		243	7, 8, 9, 22	\$0.6320	Increase
Zambia		260	N/A	\$0.2046	Decrease
Zambia - Mobile/Special Services		260	95, 96, 97	\$0.2208	Increase
Zimbabwe		263	N/A	\$0.1872	Increase
Zimbabwe - Mobile/Special Services		263	11, 23, 91	\$0.4840	Increase

If any code or destination changes have been made  
please see attached change document to identify



**ReQwest SeLEct  
Switchless Reseller  
Int'l Origination Calling Card**

<b>Originating Country</b>	<b>Country/Area Code</b>	<b>Int'l to Int'l Calling Card Rate</b>
Australia (Tasmania, Chismas Islands, Cocos Islands)	61	\$0.5930
Austria	43	\$0.7500
Belgium	32	\$0.6140
China	86	\$1.8690
Colombia	57	\$1.5000
Colombia (San Andres Isl.)	420	\$1.0000
Denmark	45	\$0.5820
Finland	358	\$0.6910
France (Corsica Island)	33	\$0.5380
Germany	49	\$0.5900
Greece	30	\$0.9000
Hong Kong	852	\$0.6188
Hungary	36	\$1.0875
India	91	\$4.0000
Indonesia (Do not cover East Timor)	62	\$1.2190
Ireland	353	\$0.9000
Israel-Bezeq (Not cover Palestinian Territories)	972	\$0.8210
Italy (Elba Island, San Marino, Vatican City)	39	\$0.7500
Japan	81	\$1.0000
Kenya	254	\$2.8878
Korea, South	82	\$0.7850
Latvia	371	\$1.0904
Luxembourg	352	\$0.7780
Macedonia	389	\$2.6253
Malaysia (Peninsular Malaysia and East Malaysia)	60	\$1.1400
Malta	356	\$1.4650
Martinique	1+596	\$1.8253
Mauritius Island	230	\$2.0275
Mexico	52	\$1.0000
Monaco	377	\$1.1003
Netherlands	31	\$0.5775
New Zealand (Chatham Islands)	64	\$0.7120
Norway (Jan Mayen, Svalbard Islands)	47	\$0.6938
Panama	507	\$0.8580
Poland	48	\$0.9142



**ReQwest SeLECT  
Switchless Reseller  
Int'l Origination Calling Card**

<b>Originating Country</b>	<b>Country/Area Code</b>	<b>Int'l to Int'l Calling Card Rate</b>
Portugal (Azores, Madeira)	351	\$1.7500
Slovak Republic	421	\$1.8750
Spain (Balearic Island, Canary Islands, Ceuta, Melilla Islands)	34	\$0.7450
St. Pierre & Miquelon	1+508	\$1.5900
Sweden	46	\$0.5710
Switzerland (Do not cover Liechtenstein)	41	\$0.4765
United Kingdom (England, Scotland, Wales, Nothern Ireland, Isle of Man, Guernsey, Channel Island)	44	\$0.5930

<p><b>Operator Assisted Call Fee</b> \$1.00/call</p>
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*Canada to Int'l Rate is the same as US to Int'l Rate, and can be found on the ILD Rebiller Calling Card Pricing Exhibits.*



ReQwest SeLECT  
Switchless Reseller  
Int'l Origination Calling Card

Originating Country	Country/Area Code	Int'l to Continental US Calling Card Rate
Australia (Tasmania, Chismas Islands, Cocos Islands)	61	\$0.5544
Austria	43	\$0.5742
Belgium	32	\$0.6140
Canada	1	\$0.0720
China	86	\$1.2384
Colombia (San Andres Isl.)	57	\$0.9720
Czech Republic	420	\$1.0440
Denmark	45	\$0.5820
Finland	358	\$0.6910
France (Corsica Island)	33	\$0.4608
Germany	49	\$0.4536
Greece	30	\$0.9936
Hong Kong	852	\$0.5904
Hungary	36	\$0.7200
India	91	\$3.0000
Indonesia (Do not cover East Timor)	62	\$1.2190
Ireland	353	\$0.6840
Israel-Bezeq (Not cover Palestinian Territories)	972	\$0.8210
Italy (Elba Island, San Marino, Vatican City)	39	\$0.5270
Japan	81	\$0.5616
Kenya	254	\$2.1600
Korea (South)	82	\$1.0368
Latvia	371	\$1.4040
Luxembourg	352	\$0.7200
Macedonia	389	\$1.6200
Malaysia (Peninsular Malaysia and East Malaysia)	60	\$1.1400
Malta	356	\$0.9000
Martinique	596	\$1.4040
Mauritius	230	\$2.2536
Mexico	52	\$0.7500
Monaco	377	\$0.7120
Netherlands	31	\$0.4392
New Zealand (Chatham Islands)	64	\$0.7120
Norway (Jan Mayen, Svalbard Islands)	47	\$0.7200
Panama	507	\$1.4040
Poland	48	\$0.9142
Portugal (Azores, Madeira)	351	\$1.1016





**ReQwest SeLEct  
Switchless Reseller  
Int'l Origination Calling Card**

Originating Country	Country/Area Code	Int'l to Continental US Calling Card Rate
Slovak Republic	421	\$1.1520
Spain (Balearic Island, Canary Islands, Ceuta, Melilla Islands)	34	\$0.7450
St. Pierre	1+508	\$1.4040
Sweden	46	\$0.5710
Switzerland (Do not cover Liechtenstein)	41	\$0.6580
United Kingdom (England, Scotland, Wales, Northern Ireland, Isle of Man, Guernsey, Channel Island)	44	\$0.3168

<p><b>Operator Assisted Call Fee</b> \$1.00/call</p>
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*Canada to Int'l Rate is the same as US to Int'l Rate, and can be found on the ILD Reseller Calling Card Pricing Exhibits.*

SERVICE EXHIBIT F3  
ReQwest SeLEct  
OCN Classification

OCN	Class	OCN	Class	OCN	Class	OCN	Class	OCN	Class	OCN	Class	OCN	Class	OCN	Class
0031	5	0525	5	1456	3	2303	4	2593	5	2817	5	3074	5	3493	5
0035	5	0526	2	1458	5	2307	4	2595	5	2818	5	3079	5	3495	5
0051	4	0558	5	1459	5	2309	5	2601	4	2819	5	3082	4	3497	5
0054	1	0567	3	1484	4	2312	5	2612	4	2820	5	3097	5	3518	5
0066	5	0595	5	1519	5	2319	2	2613	5	2821	5	3099	5	3521	5
0091	5	0603	5	1541	5	2320	5	2620	5	2827	5	3100	2	3522	5
0096	5	0615	2	1551	5	2330	5	2621	5	2842	5	3112	5	3533	4
0100	5	0626	5	1595	3	2344	2	2622	5	2872	4	3114	5	3535	5
0106	5	0627	5	1606	5	2348	3	2623	5	2873	5	3123	5	3539	5
0109	5	0631	5	1701	5	2350	5	2624	5	2889	5	3124	5	3569	4
0125	5	0632	5	1703	5	2370	5	2629	5	2891	5	3159	5	3572	5
0128	5	0640	5	1752	5	2400	3	2630	5	2894	5	3185	5	3573	5
0130	5	0661	3	1762	5	2424	5	2632	5	2896	5	3193	5	3574	5
0138	3	0681	2	1769	5	2432	5	2633	5	2899	5	3196	5	3575	5
0148	5	0695	2	1772	4	2449	2	2634	5	2902	5	3210	5	3583	5
0168	5	0706	5	1784	5	2466	5	2643	5	2911	5	3222	5	3586	5
0169	2	0760	5	1797	4	2474	5	2659	5	2912	5	3229	5	3590	5
0170	2	0764	5	1799	5	2475	5	2664	5	2923	5	3231	5	3600	5
0173	5	0766	5	1802	5	2477	5	2665	5	2925	5	3232	5	3609	5
0175	5	0767	5	1810	3	2478	5	2666	5	2926	5	3233	5	3614	5
0196	1	0769	5	1812	3	2489	5	2667	5	2934	5	3234	5	3620	5
0197	5	0772	2	1842	3	2490	5	2668	5	2953	4	3235	5	3622	5
0201	2	0779	2	1854	5	2506	5	2680	5	2964	4	3268	5	3633	5
0208	5	0781	5	1881	5	2507	5	2681	5	2966	5	3275	5	3639	5
0209	3	0793	5	1894	5	2509	5	2682	5	2967	4	3278	5	3685	4
0226	1	0822	4	1896	5	2514	5	2687	5	2975	5	3282	5	3696	5
0233	2	0831	2	1913	5	2515	5	2688	5	2978	5	3285	5	3701	5
0254	3	0832	3	1922	2	2516	5	2698	5	2979	5	3292	5	3704	5
0255	5	0864	5	1941	4	2518	5	2704	5	2979	5	3319	4	3706	5
0260	5	0886	2	1943	5	2522	5	2706	5	2980	5	3342	5	3722	5
0261	5	0893	5	1957	3	2524	5	2724	5	2981	5	3352	5	3724	5
0264	5	0972	4	1958	5	2527	5	2725	4	2981	5	3356	5	3726	5
0265	5	0985	3	1960	5	2540	5	2730	5	2982	5	3367	5	3739	5
0269	5	0999	5	1972	5	2542	5	2733	5	2982	5	3370	5	3752	5
0293	5	1000	2	1997	5	2543	5	2737	5	2985	5	3375	5	3754	5
0309	5	1015	2	2028	5	2545	5	2739	5	2987	5	3376	5	3755	5
0313	5	1036	2	2031	5	2547	5	2747	5	2989	5	3377	5	3756	5
0319	5	1056	5	2084	3	2548	5	2750	5	2994	5	3390	5	3760	5
0320	5	1210	5	2094	5	2549	4	2753	5	2998	5	3403	5	3765	5
0321	5	1215	5	2096	4	2550	5	2755	4	2998	5	3428	5	3768	4
0328	2	1218	5	2114	3	2554	5	2757	5	2999	5	3436	5	3778	5
0340	3	1227	5	2152	5	2556	5	2771	5	3037	5	3448	5	3786	5
0341	3	1255	5	2154	2	2557	5	2774	4	3038	5	3449	5	3796	5
0404	5	1355	5	2164	5	2561	5	2779	5	3043	5	3453	5	3798	5
0407	2	1376	5	2229	4	2564	5	2780	5	3048	5	3454	5	3799	5
0416	5	1388	5	2240	5	2566	5	2790	5	3049	5	3459	5	3806	5
0445	5	1402	5	2256	4	2579	5	2793	5	3052	5	3464	5	3807	5
0470	3	1411	5	2269	4	2580	5	2799	5	3057	5	3467	5	3808	5
0471	3	1418	5	2271	4	2581	5	2801	5	3062	5	3468	5	3820	4
0506	3	1428	5	2281	4	2588	5	2809	5	3069	5	3471	5	3829	5
0509	2	1436	5	2302	2	2589	5	2813	5	3070	5	3490	5	3830	5
3833	5	4040	4	4155	5	4323	2	4633	5	4820	5	5002	1	5191	1
3839	5	4042	5	4156	5	4324	2	4634	5	4821	5	5003	1	5192	1
3844	4	4044	5	4159	5	4331	2	4635	4	4822	4	5004	1	5193	1

Class VI rates as set forth in Exhibit F2 will be applied to all terminating OCNs not classified below.

SERVICE EXHIBIT F3  
ReQwest SeLEct  
OCN Classification

OCN	Class	OCN	Class	OCN	Class	OCN	Class	OCN	Class	OCN	Class	OCN	Class	OCN	Class
3848	5	4046	5	4160	5	4334	2	4636	5	4825	5	5005	1	5194	1
3849	5	4048	5	4161	5	4335	2	4640	5	4832	5	5014	4	5196	5
3851	5	4052	5	4162	5	4337	2	4644	5	4833	5	5023	4	5204	5
3863	5	4053	5	4164	5	4344	2	4645	5	4835	5	5027	4	5205	5
3864	5	4054	5	4169	5	4345	4	4650	5	4839	5	5028	4	5208	4
3866	4	4058	4	4176	5	4347	5	4652	5	4843	5	5029	4	5213	1
3868	5	4060	4	4177	5	4352	5	4654	5	4844	5	5031	4	5214	1
3869	5	4061	4	4178	5	4355	5	4659	4	4852	5	5032	4	5215	1
3872	5	4062	4	4179	5	4360	5	4660	5	4855	5	5033	4	5216	1
3874	4	4064	4	4180	5	4367	5	4663	5	4857	5	5034	4	5222	5
3880	5	4066	4	4181	4	4369	5	4664	5	4860	5	5037	4	5244	5
3892	5	4069	5	4186	5	4378	5	4673	5	4863	5	5038	4	5247	5
3899	5	4072	4	4189	5	4379	5	4697	5	4864	4	5039	4	5255	5
3901	5	4073	4	4190	5	4384	1	4704	5	4869	5	5042	4	5256	5
3911	5	4074	4	4191	5	4389	5	4708	5	4872	4	5073	4	5257	5
3914	5	4075	4	4196	4	4390	5	4716	5	4882	5	5099	5	5258	5
3915	5	4079	5	4206	5	4395	5	4717	5	4883	5	5101	1	5278	5
3924	5	4084	5	4207	5	4518	5	4720	4	4886	5	5102	1	5282	5
3933	5	4085	5	4210	5	4534	5	4721	4	4891	5	5103	1	5300	5
3935	5	4087	5	4211	5	4536	5	4724	5	4899	5	5104	1	5307	5
3939	5	4088	5	4213	4	4543	5	4725	5	4908	4	5105	1	5311	5
3946	5	4092	5	4222	5	4544	5	4733	5	4910	5	5106	1	5311	5
3950	5	4093	5	4227	5	4547	5	4734	5	4911	5	5107	1	5312	5
3955	5	4095	5	4228	5	4552	5	4745	5	4913	5	5108	1	5312	5
3964	5	4098	4	4231	5	4553	5	4747	5	4931	5	5116	4	5336	5
3991	5	4099	4	4233	4	4574	5	4749	5	4932	5	5125	4	5338	4
3994	5	4107	5	4234	4	4574	5	4750	5	4936	5	5126	5	5344	5
4004	5	4108	5	4240	5	4580	5	4755	5	4938	5	5130	1	5344	5
4005	5	4111	5	4245	5	4584	5	4767	5	4942	5	5140	5	5353	5
4006	5	4113	4	4253	5	4588	5	4768	5	4944	5	5141	1	5361	5
4007	5	4114	5	4255	5	4589	5	4768	5	4948	5	5142	1	5364	5
4009	5	4115	5	4256	5	4593	5	4772	5	4950	5	5143	1	5365	5
4010	4	4117	5	4260	4	4600	5	4773	5	4957	5	5144	1	5373	4
4011	4	4121	5	4261	5	4602	5	4774	5	4959	5	5145	1	5379	5
4013	5	4122	4	4263	5	4604	5	4780	5	4963	5	5153	5	5385	5
4014	4	4123	5	4265	5	4606	5	4788	5	4965	5	5156	5	5391	5
4016	5	4124	5	4269	5	4607	5	4788	5	4970	5	5159	5	5396	4
4017	5	4125	5	4271	5	4615	5	4793	5	4976	5	5161	1	5418	5
4018	5	4129	5	4272	5	4616	5	4796	5	4977	5	5162	1	5451	4
4024	5	4131	5	4273	5	4617	5	4800	5	4979	5	5163	1	5463	5
4027	4	4133	5	4275	4	4618	5	4802	5	4980	5	5178	5	5470	5
4029	5	4139	5	4276	4	4619	5	4803	5	4984	5	5179	5	5471	5
4032	5	4140	5	4282	5	4620	5	4804	5	4988	5	5180	5	5489	5
4035	4	4145	5	4286	5	4621	5	4805	5	4989	5	5181	1	5490	5
4036	4	4146	4	4287	5	4622	5	4806	5	4993	5	5182	1	5493	5
4037	4	4152	5	4289	5	4624	5	4809	5	4998	4	5183	1	5505	4
4038	4	4153	5	4290	4	4630	5	4810	4	5000	1	5184	1	5506	4
4039	4	4154	4	4321	2	4632	5	4812	4	5001	1	5185	1	5507	4
5511	5	6009	4	6158	5	6277	4	6382	4	6525	4	6626	4	6748	4
5512	5	6010	4	6161	5	6278	4	6385	4	6526	4	6629	4	6749	4
5562	4	6011	4	6168	5	6280	4	6386	4	6529	4	6630	4	6751	4
5566	5	6012	4	6169	5	6281	4	6387	4	6531	4	6638	4	6753	4
5607	5	6015	4	6170	4	6282	4	6388	4	6532	4	6641	4	6755	4
5620	5	6017	4	6183	5	6283	4	6389	4	6534	4	6664	4	6756	4

Class VI rates as set forth in Exhibit F2 will be applied to all terminating OCNs not classified below.

SERVICE EXHIBIT F3  
ReQwest SeLECT  
OCN Classification

OCN	Class	OCN	Class	OCN	Class	OCN	Class	OCN	Class	OCN	Class	OCN	Class	OCN	Class
5632	5	6020	4	6184	4	6284	4	6390	4	6537	4	6667	4	6758	4
5652	5	6021	4	6190	5	6285	4	6391	4	6538	4	6668	4	6761	4
5654	5	6022	4	6195	5	6289	4	6392	4	6539	4	6669	4	6762	4
5655	5	6024	4	6203	4	6290	4	6393	4	6540	4	6671	4	6765	4
5658	5	6025	4	6204	4	6291	4	6395	4	6541	4	6672	4	6766	4
5659	5	6029	4	6205	4	6292	4	6396	4	6547	4	6673	4	6768	4
5660	5	6032	4	6206	4	6293	5	6397	4	6548	4	6674	4	6769	4
5686	5	6034	4	6207	4	6294	4	6398	4	6549	4	6676	4	6771	4
5687	5	6036	4	6208	4	6295	4	6399	4	6557	4	6677	4	6778	4
5700	5	6038	1	6212	4	6298	4	6401	4	6558	4	6679	4	6783	4
5714	4	6044	4	6213	4	6299	4	6402	4	6559	4	6681	4	6788	4
5715	4	6045	4	6214	4	6300	4	6412	4	6560	4	6682	4	6789	4
5716	4	6046	4	6216	4	6302	4	6414	5	6561	4	6686	4	6791	4
5718	5	6047	4	6217	4	6303	4	6417	4	6564	4	6687	4	6794	4
5719	5	6048	4	6219	4	6304	4	6424	4	6565	4	6689	4	6795	4
5720	5	6050	5	6220	4	6311	4	6426	4	6566	4	6692	4	6796	4
5722	5	6061	5	6221	4	6312	4	6434	4	6567	4	6695	5	6797	4
5727	5	6062	5	6227	4	6313	4	6460	4	6568	4	6697	4	6799	4
5750	5	6083	5	6229	4	6317	4	6461	4	6569	4	6699	4	6800	4
5753	4	6084	5	6232	4	6318	4	6462	4	6570	4	6700	4	6801	4
5767	5	6087	5	6235	5	6319	4	6463	4	6571	4	6701	4	6802	4
5768	5	6088	5	6243	5	6320	4	6466	4	6572	4	6703	4	6804	4
5769	5	6090	5	6246	4	6321	4	6468	4	6573	4	6710	4	6805	4
5778	1	6093	5	6247	4	6322	4	6483	4	6579	4	6711	4	6806	4
5779	4	6094	5	6248	4	6323	4	6484	4	6580	4	6712	4	6808	4
5781	5	6098	5	6249	4	6324	4	6485	4	6581	4	6718	4	6810	4
5796	5	6100	5	6250	4	6325	4	6499	4	6583	4	6720	4	6812	4
5800	5	6102	5	6251	4	6326	4	6500	4	6589	4	6721	4	6813	4
5818	2	6112	5	6252	4	6327	4	6502	4	6590	4	6722	4	6814	4
5819	2	6114	5	6253	4	6329	5	6504	4	6591	4	6724	4	6815	4
5821	2	6115	5	6254	4	6330	4	6505	4	6595	4	6725	4	6818	4
5826	4	6116	5	6255	4	6331	4	6506	4	6596	4	6726	4	6819	4
5840	5	6117	5	6256	4	6332	4	6507	4	6597	4	6727	4	6820	4
5846	4	6118	5	6257	4	6333	4	6508	4	6601	4	6728	4	6821	4
5852	5	6119	5	6258	4	6334	4	6510	4	6603	4	6733	4	6822	4
5872	5	6120	5	6261	4	6335	4	6511	4	6605	4	6734	4	6825	4
5910	5	6121	5	6262	4	6337	4	6513	4	6608	4	6736	4	6827	4
5975	5	6123	5	6264	4	6338	4	6514	4	6610	4	6737	4	6828	4
5989	4	6124	5	6265	4	6342	4	6515	4	6611	4	6738	4	6829	4
6000	4	6125	5	6266	4	6349	4	6516	4	6613	4	6739	4	6830	4
6003	4	6127	5	6270	4	6350	4	6517	4	6614	4	6742	4	6831	4
6004	4	6132	5	6271	4	6351	4	6518	4	6620	4	6744	4	6832	4
6006	4	6138	5	6272	4	6352	4	6520	4	6622	4	6745	4	6833	4
6007	4	6147	4	6274	4	6353	4	6521	4	6623	4	6746	4	6834	4
6008	4	6155	5	6275	4	6354	4	6523	4	6624	4	6747	4	6837	4
6838	4	6922	4	7041	1	7175	5	7265	5	7448	5	7549	5	7696	5
6839	4	6924	4	7048	5	7176	5	7271	5	7451	5	7550	5	7698	5
6840	4	6925	4	7051	5	7178	5	7273	5	7453	5	7551	5	7701	5
6845	4	6926	4	7056	5	7179	5	7274	5	7454	5	7552	5	7708	5
6846	4	6931	4	7059	5	7180	5	7277	5	7455	5	7555	5	7715	5
6848	4	6932	4	7060	5	7184	5	7278	5	7456	5	7556	5	7718	5
6850	4	6934	4	7060	5	7184	5	7279	5	7456	5	7558	5	7720	5
6851	4	6935	4	7061	5	7185	5	7308	5	7457	5	7562	5	7721	5
6853	4	6939	4	7062	5	7186	5	7309	5	7457	5	7566	5	7726	1

Class VI rates as set forth in Exhibit F2 will be applied to all terminating OCNs not classified below.

SERVICE EXHIBIT F3  
ReQwest SeLECT  
OCN Classification

OCN	Class	OCN	Class	OCN	Class	OCN	Class	OCN	Class	OCN	Class	OCN	Class	OCN	Class
6855	4	6940	4	7074	5	7187	5	7310	5	7458	5	7567	5	7746	5
6856	4	6941	4	7076	5	7188	5	7314	5	7459	5	7569	5	7747	5
6858	4	6942	4	7077	5	7189	5	7315	5	7460	5	7570	5	7755	5
6859	4	6943	4	7078	5	7190	5	7316	5	7463	5	7571	5	7757	5
6860	4	6944	5	7080	5	7192	5	7318	5	7464	5	7575	1	7760	5
6861	4	6947	4	7087	5	7196	5	7319	5	7465	5	7576	1	7765	5
6863	4	6948	4	7089	5	7197	5	7322	5	7466	5	7577	1	7766	5
6865	4	6949	4	7091	5	7199	5	7325	5	7469	5	7578	1	7767	5
6867	4	6950	4	7094	5	7201	5	7326	5	7470	5	7579	1	7770	5
6869	4	6955	4	7097	5	7202	5	7327	5	7471	4	7582	5	7772	5
6870	4	6956	4	7098	5	7203	5	7332	5	7472	4	7583	5	7773	5
6871	4	6957	4	7099	5	7204	5	7340	5	7473	4	7585	5	7777	5
6872	4	6959	4	7100	5	7213	5	7341	5	7474	4	7586	5	7778	5
6873	4	6960	5	7102	5	7215	5	7343	5	7475	4	7588	5	7779	5
6874	4	6960	5	7103	5	7216	5	7344	5	7476	4	7589	5	7783	5
6875	4	6968	4	7125	5	7217	5	7349	5	7482	5	7590	5	7784	5
6878	4	6969	4	7126	5	7218	5	7350	5	7485	5	7591	5	7785	5
6881	4	6970	4	7128	5	7228	5	7351	5	7487	5	7594	5	7796	5
6882	4	6971	4	7130	5	7229	5	7353	5	7488	5	7598	5	7797	5
6883	4	6972	4	7131	5	7230	5	7376	5	7490	5	7608	5	7798	5
6884	4	6973	4	7132	5	7231	5	7378	5	7511	5	7615	5	7801	5
6886	4	6975	4	7133	5	7232	5	7379	5	7513	5	7619	5	7802	5
6887	4	6977	4	7134	5	7234	5	7385	5	7514	5	7632	5	7803	5
6888	4	6978	4	7135	5	7235	5	7386	5	7515	5	7635	5	7804	5
6889	4	6979	4	7136	5	7236	5	7389	5	7516	5	7637	5	7816	5
6892	4	6981	4	7138	5	7237	5	7391	5	7517	5	7641	4	7820	5
6893	4	6982	4	7139	5	7238	5	7393	5	7520	5	7642	4	7823	5
6896	4	6988	4	7140	5	7239	5	7399	5	7521	5	7649	5	7830	5
6897	4	6989	4	7142	5	7240	5	7403	5	7525	5	7650	5	7835	5
6898	4	6990	4	7143	5	7241	5	7404	5	7529	5	7656	5	7836	5
6900	4	6992	4	7144	5	7242	5	7407	5	7530	5	7658	5	7837	5
6901	4	7002	5	7145	5	7243	5	7421	5	7531	5	7661	5	7841	5
6903	4	7008	5	7146	5	7244	5	7430	5	7532	5	7666	5	7842	5
6906	4	7010	5	7147	5	7245	5	7431	5	7533	5	7670	5	7843	5
6907	4	7013	5	7148	5	7247	5	7432	5	7534	2	7674	5	7849	5
6909	4	7017	5	7157	5	7249	5	7434	5	7535	5	7678	5	7851	5
6912	4	7021	5	7158	5	7258	5	7435	5	7537	5	7680	5	7853	5
6913	4	7023	5	7163	5	7259	5	7436	5	7541	5	7686	5	7857	5
6916	4	7024	5	7170	5	7260	5	7437	5	7543	5	7687	5	7858	5
6918	4	7028	5	7172	5	7262	5	7440	5	7545	5	7689	5	7860	5
6919	4	7031	5	7173	5	7263	5	7443	5	7546	5	7692	5	7865	5
6921	4	7036	5	7174	5	7264	5	7445	5	7547	5	7693	5	7870	5
7880	5	8309	5	8459	4	8646	5	8742	5	8945	5	9349	4		
7889	5	8316	5	8460	4	8656	5	8743	3	8948	5	9355	5		
7893	5	8320	5	8461	4	8660	5	8744	5	8950	5	9356	5		
7894	5	8322	5	8462	4	8661	5	8745	3	8952	5	9363	4		
7908	5	8332	5	8463	4	8664	5	8746	3	8953	5	9364	4		
7923	5	8334	5	8465	5	8665	5	8748	5	8958	5	9387	4		
7926	5	8340	5	8468	5	8667	5	8749	5	8960	5	9400	1		
7932	5	8342	5	8473	5	8668	5	8753	1	8964	5	9415	5		
7934	5	8345	5	8474	5	8685	5	8754	1	8975	5	9416	5		
7942	5	8347	5	8483	5	8688	5	8756	5	8980	5	9417	1		
7944	5	8355	5	8489	5	8689	5	8758	5	8982	5	9419	1		
7953	5	8356	5	8497	5	8690	5	8760	5	8983	5	9450	5		

Class VI rates as set forth in Exhibit F2 will be applied to all terminating OCNs not classified below.

SERVICE EXHIBIT F3  
ReQwest SeLEct  
OCN Classification

OCN	Class	OCN	Class	OCN	Class	OCN	Class	OCN	Class	OCN	Class	OCN	Class	OCN	Class
7959	5	8357	5	8502	5	8692	5	8762	5	8984	5	9533	1		
7967	5	8366	5	8508	5	8693	5	8763	5	8985	5	9572	4		
7970	5	8368	5	8512	5	8695	5	8764	5	8986	5	9581	4		
7973	5	8372	5	8513	5	8697	5	8765	5	8992	5	9590	5		
7976	5	8387	5	8522	5	8700	5	8769	5	8994	5	9599	4		
7977	5	8388	5	8526	5	8702	5	8770	5	8995	5	9600	1		
7978	5	8389	5	8540	5	8704	4	8773	5	9102	1	9607	4		
7979	5	8390	5	8541	5	8708	5	8775	5	9104	1	9631	1		
7981	5	8391	5	8543	5	8709	5	8778	5	9107	5	9636	1		
7982	5	8392	5	8545	5	8710	4	8782	5	9129	5	9638	1		
7988	5	8393	5	8551	5	8711	4	8786	5	9133	5	9654	1		
7989	5	8399	5	8555	5	8713	5	8812	5	9145	5	9682	5		
7993	2	8405	5	8564	4	8714	5	8825	5	9147	2	9684	2		
7998	5	8406	5	8566	4	8715	5	8826	5	9156	5	9685	5		
8012	5	8407	5	8567	4	8717	3	8827	5	9184	4	9686	5		
8028	5	8410	5	8568	4	8718	5	8833	5	9206	1	9700	1		
8054	5	8413	5	8570	4	8719	5	8835	5	9208	1	9721	5		
8098	4	8428	5	8571	4	8720	5	8838	5	9210	1	9722	5		
8140	5	8429	5	8574	4	8721	3	8839	5	9211	1	9728	5		
8187	5	8431	5	8575	4	8722	3	8845	5	9212	1	9740	1		
8253	5	8434	5	8577	4	8723	3	8853	5	9213	1	9742	1		
8271	5	8435	5	8581	5	8724	5	8855	5	9214	1	9758	5		
8274	5	8440	4	8592	5	8725	5	8856	5	9227	5	9759	4		
8278	5	8441	4	8593	5	8726	5	8865	5	9228	5	9761	5		
8281	5	8442	4	8597	5	8727	5	8870	1	9236	5	9769	5		
8282	5	8443	4	8598	5	8728	5	8924	5	9247	5	9826	5		
8282	5	8444	4	8605	4	8729	3	8925	5	9261	5	9841	5		
8283	5	8445	4	8606	5	8730	5	8927	5	9264	5	9898	5		
8283	5	8446	4	8613	5	8731	3	8933	5	9269	5	9915	5		
8284	5	8447	4	8614	5	8732	5	8934	5	9290	5	9922	5		
8285	5	8448	4	8615	5	8733	5	8935	5	9304	4	9944	5		
8286	5	8449	4	8619	5	8734	5	8936	5	9321	1	9962	1		
8287	5	8450	4	8622	5	8735	5	8937	5	9323	1	9963	5		
8293	5	8452	4	8624	5	8736	5	8938	5	9324	5	9966	5		
8294	5	8453	4	8638	5	8737	5	8939	5	9325	1	9968	5		
8297	5	8454	4	8641	4	8738	5	8940	5	9327	1	9979	5		
8299	5	8455	4	8642	4	8739	5	8941	5	9329	1	9980	5		
8300	5	8457	4	8643	4	8740	5	8942	5	9346	5				
8308	5	8458	4	8645	4	8741	5	8943	5	9348	2				

Class VI rates as set forth in Exhibit F2 will be applied to all terminating OCNs not classified below.

**SERVICE EXHIBIT G  
DOMESTIC PRIVATE LINE SERVICE EXHIBIT  
WHOLESALE SERVICES AGREEMENT**

**1. DOMESTIC PRIVATE LINE SERVICE DESCRIPTION.**

1.1 Qwest will provide Domestic Private Line Service ("Service") pursuant to the terms and conditions of the Agreement, and this Exhibit G. Except as set forth in this Exhibit G, capitalized terms shall have the definitions assigned to them in the Agreement.

1.2 The Service is only a point-to-point, InterLATA, dedicated non-switched electrical and/or data optical transmission, over a physical circuit between two Qwest points of presence ("POPs") located on the Qwest Domestic Network. As used in this Exhibit G, the term "Qwest Domestic Network" shall mean the Qwest operated facilities located within the U.S. which consist of transport POPs, physical media, switches, circuits and/or ports that are operated solely by Qwest. The Service provides a fixed capacity of bandwidth for transport of Customer's digital communications traffic, utilizing and conforming to Synchronous Optical Network (SONET) standards. The Service originates and terminates a physical connection at a Qwest specified demarcation point located in the Qwest POP. Qwest offers Service, subject to availability, at DS-1, DS-3, OC-3, OC-3c, OC-12, OC-12c, OC-48, and OC-48c transmission rates. At Customer's request and where available, Qwest will multiplex lower level Services into a higher level Service or vice-versa for an additional monthly fee set forth in Exhibit G2. Multiplexing of Services hereunder shall occur only at Qwest POPs and on the transport side of the local access connectivity.

1.3 The following ancillary services may be ordered from Qwest under separate service exhibits: Qwest-provided local access services, connectivity to Customer provided local access and collocation. Customer must execute an Exhibit T (Local Access) with Qwest to be eligible to order Services under this Exhibit G.

1.4 Multiplexing is offered by Qwest as an additional feature to Services offered on the Qwest Domestic Network. At Customer's request and where available on the Qwest Domestic Network, Qwest will multiplex lower level Service into a higher level Services or vice-versa for an additional charge. Qwest offers Service multiplexing only at a Qwest Point-Of-Presence (POP). Multiplexing of Local Access Services shall be provided pursuant to Exhibit T (Local Access). Pricing for Service multiplexing shall be provided on an individual case basis and shall be set forth in Exhibit G2.

1.5 Where available, Qwest offers Echo Cancellation as an optional feature on DS-0, DS-1, and DS-3 Domestic Private Line Service for an additional charge. "Echo Cancellation" is the elimination of undesired signals (i.e. echoes) from a digital voice transmission. Echo cancellation is offered on Qwest Domestic Network Services that may experience echo as a result of their distance (generally 500 miles or longer) and that are used exclusively to support voice transmissions. Where Qwest deems it necessary and available, Qwest will install echo cancellers as network equipment at Qwest POPs to eliminate echo on Customer's Service. Pricing for the Echo Cancellation feature is set forth in Exhibit G2.

**2. SERVICE TERM.**

2.1 As used in this Exhibit G, "Service Term" for each Service shall mean the specified period of time for which a specific Service shall be provided by Qwest for Customer use as specified in the applicable Qwest accepted Service Order Form (defined) plus any month to month extension pursuant to Section 2.2. Each Service Term must be equal to or longer than twelve (12) consecutive months ("Minimum Service Term").

2.2 Upon expiration of the stated Service Term, Qwest shall continue to provide and Customer shall continue to pay for the Service on a month-to-month basis at the existing Service rates. Any month-to-month extension of the Service Term continue until the earlier of: (i) termination of the month-to-month Service by either Party upon not less than thirty (30) days written notice; (ii) expiration of the Initial Term of the Agreement; or (iii) extension of the Service Term for a specific period of time pursuant to an Order Form or written amendment.

2.3 If the Agreement is terminated prior to the expiration of the Service Term for any Service for reason other than Cause (i.e. expiration of the Initial Term with either Party electing not to continue the Agreement Term on a month-to-month basis), such Service shall remain in operation through its applicable Service Term. In such event, this Exhibit G and the Agreement shall remain in full force and effect with respect to such Services so affected through the applicable Service Term unless earlier terminated by either Party for Cause in accordance with the Agreement. Nothing herein shall preclude either Party from terminating the Agreement and all Services for Cause pursuant to the terms and conditions of the Agreement, whether or not the applicable Service Term has expired for all Services.

**3. SERVICE RATES.**

3.1 Customer may request quotations for Service Monthly Recurring Charges ("MRCs") and Non-Recurring Charges ("NRCs") through Qwest's Q.Pricer<sup>™</sup> pricing quotation system. Q.Pricer will provide Customer with MRC and NRC rates and an associated quote identification number. Customer may order Service at the MRC and NRC rates provided by Q.Pricer by entering the quote identification number when submitting the Order Form via Qwest's Remote Control<sup>™</sup> order entry system. Any special rates or terms for specific Services ordered hereunder shall be considered by Qwest on an individual case basis and, if agreed upon by the Parties, shall be incorporated in Exhibit G6 attached hereto.

3.2 For Services not previously ordered by Customer and accepted by Qwest, Qwest may, upon thirty (30) calendar days written notice, impose discretionary rate changes to any of the MRCs, NRCs or other charges described in this Exhibit G or any Exhibits attached or appended hereto (e.g. Exhibits G2 or G6).

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3.3 To the extent permitted by applicable law, in the event of Regulatory Activity, Qwest may at any time upon written notice: (i) pass through to Customer all, or a portion of, any charges or surcharges directly or indirectly related to such Regulatory Activity; or (ii) modify the rates, including any rate guarantees, and/or other terms and conditions contained in the Agreement to reflect the impact of such Regulatory Activity. Qwest may adjust its rates or charges, or impose additional rates and charges, in order to recover amounts it may be required by governmental or quasi-governmental authorities to collect from or pay to others to support statutory or regulatory programs during the course of the Agreement.

**4. SERVICE ORDERING.**

4.1 Customer shall submit completed order forms for Service ("Order Forms") utilizing Qwest's Remote Control order entry system. Order Forms submitted via any other means may be rejected by Qwest. Customer shall request a target Service installation date on the submitted Order Form. Upon receipt of the submitted Order Form, Qwest shall verify that all necessary information has been provided by Customer and that Service is available on the Qwest Domestic Network. If Qwest determines that the submitted Order Form does not contain complete and accurate information necessary for Qwest to process the Service order (including, but not limited to, all necessary circuit engineering documentation and design layout records), Qwest shall notify Customer and Customer shall submit an updated Order Form.

4.2 Customer may request in a Service Order Form that, subject to the terms of Exhibit T, Qwest: (i) provide Local Access Services (defined below) on the Qwest Domestic Network, (ii) obtain, on Customer's behalf, third-party Local Access Services not on the Qwest Domestic Network; and/or (iii) provide connectivity to Customer Provided Local Access (defined below). As used in this Exhibit G, "Local Access Services" means transmission capacity provided by Qwest or a third-party supplier to extend Service provided hereunder from a Qwest Domestic Network transport POP to any other location (e.g., a local access telephone service provided by a local telephone company, local loops, cross connects). "Customer Provided Local Access" or "CPA" means Local Access Service provided by Customer or obtained by Customer directly from a third-party supplier. All Local Access Services (whether provided by Qwest or a third-party supplier) and connectivity to CPA shall be governed by the terms and conditions of Qwest's Local Access Exhibit T.

4.3 If Customer submits a valid Service Order Form for Service entirely on the then-current Qwest Domestic Network (i.e. Service and Qwest-provided Local Access Service then-currently available on the Qwest Domestic Network) and the Customer targeted installation date is within Qwest's standard provisioning intervals, then Qwest shall, within two (2) business days, provide Customer a delivery date upon which Qwest will install the Service and make it available for testing and/or use (the "Customer Commit Due Date"). If Customer submits a valid Service Order Form for Service entirely on the then-current Qwest Domestic Network but its targeted installation date is requested more quickly than Qwest's standard provisioning intervals, Customer may request that Qwest expedite the Service Order Form. In such event, Customer and Qwest will mutually agree to an acceptable Customer Commit Due Date and additional Expedite Charges (as defined in Exhibit G2) will apply to the Customer Service order.

4.4 In the event that Customer submits an Order Form requesting that Qwest obtain third-party private line service or Local Access Services on Customer's behalf or that Qwest provides connectivity to CPA, Customer must provide Qwest an acceptable Letter of Authorization (LOA) before Qwest can provide a Customer Commit Due Date and/or order any third-party services or CPA connectivity. Qwest will provide Customer a Customer Commit Due Date for the Services to be provided by Qwest along with an estimated availability date for the Local Access Services or CPA services to be provided by the third-party supplier.

4.5 If Customer requests Qwest connectivity to CPA on the Order Form for Services, Qwest may accept or reject such CPA connectivity request in Qwest's sole discretion. If Qwest does not approve of Customer's selected third-party provider, then Customer shall either: (i) request that such CPA be provided by another third-party provider acceptable to Qwest, or (ii) order Local Access Services through Qwest. Unless otherwise agreed to by Qwest in writing, Customer shall have sole responsibility for installation, testing and operation of CPA and any services and equipment other than those specifically provided by Qwest under this Exhibit G.

4.6 Qwest shall use reasonable commercial efforts to install each ordered Service on or before the Customer Commit Due Date; however, the inability of Qwest to deliver the ordered Service by such date shall not constitute a default giving rise to Cause under this Exhibit or the Agreement. Customer may terminate an Order Form accepted by Qwest without liability if Qwest fails to make the Service available for testing by the 31<sup>st</sup> day after the Customer Commit Due Date. The right to terminate the order for the delayed Service is the Customer's sole and exclusive remedy for Qwest's failure to meet the Customer Commit Due Date. Qwest may change pricing and/or the Customer Commit Due Date if Customer requests changes after Qwest's acceptance of an Order Form.

**5. SERVICE DELIVERY; ACCEPTANCE.**

5.1 Qwest shall provide Customer notice that a Service is ready for Customer's acceptance by delivering to Customer a service acceptance letter. Customer shall be deemed to have accepted the Service on the Start of Service Date. As used herein, the "Start of Service Date" shall be the earliest to occur of (i) the date that Customer places live traffic on the Service; or (ii) if Customer fails to give Qwest written notice that the Service is in material non-compliance with the Service specifications in Section 9 below within five (5) business days after Qwest sends Customer the service acceptance letter, the fifth (5<sup>th</sup>) business day after Qwest sent the service acceptance letter. Following notice by Customer of material non-compliance with the acceptance criteria in Section 9.3, Qwest shall take such reasonable action as is necessary to correct any such non-compliance and shall notify Customer that the Service is ready for acceptance, thereby restarting the process described in this Section 5.1.



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**6. CUSTOMER OBLIGATIONS: PAYMENT.**

6.1 Qwest shall invoice Customer all Service MRCs in advance and all Service NRCs in arrears in accordance with this Exhibit G, Exhibit G2, and if applicable, Exhibit G6. Billing for a particular Service will begin on the Start of Service Date for that Service. If the Start of Service Date for any Service falls on any day other than the first day of the month, the first invoice to Customer shall consist of: (i) the pro-rata portion of the applicable MRC covering the period from the Start of Service Date to the first day of the subsequent month; and (ii) the MRC for the following month.

6.2 Customer shall be responsible for payment of all MRCs, NRCs and other charges for Services regardless of whether or not the associated Local Access Services are provided by Qwest, ordered on behalf of Customer or obtained directly by Customer as CPA. If Customer obtains CPA or any party other than Qwest provides Local Access Services, then unavailability, incompatibility, delay in installation, or other impairment of such non-Qwest provided Local Access Services and CPA shall not excuse Customer's obligation to pay Qwest all rates and charges applicable to the Services, regardless of whether such Services are being used by Customer. If Qwest provides Local Access Services on the Qwest Domestic Network in conjunction with Services provided hereunder and such Local Access Services are delayed beyond the date upon which Qwest provides Customer notice of the Service availability for use or testing, the Start of Service Date shall be delayed until the Qwest-provided Local Access Services are available to Customer (at which time billing will begin for the Services).

6.3 Customer must comply at all times with the Texas Local Government Code, Chapter 283, if applicable, and shall be solely responsible for the periodic reporting and compensation requirements thereunder.

**7. SERVICE ORDER CANCELLATION.**

7.1 Customer may cancel a submitted Order Form by providing Qwest with written notice of such cancellation. If Customer cancels an Order Form within two (2) business days after the date on which Qwest notifies Customer of the Customer Commit Due Date, Customer will not be charged any cancellation fees for the terminated Order Form. If Customer cancels an Order Form more than two (2) business days after the date on which Qwest notifies Customer of the Customer Commit Due Date, but prior to the Customer Commit Due Date, Customer shall pay Qwest a cancellation fee for each cancelled Service ordered in the amount indicated in the Order Cancellation Fee Schedule in Exhibit G2. Customer shall also pay all third-party charges incurred in connection with the cancelled Service up through the date of cancellation, including any third-party cancellation and/or termination charges.

7.2 If Customer cancels an accepted Order Form on or after the Customer Commit Due Date but prior to acceptance in accordance with Section 5, Customer shall pay to Qwest all Termination Liability Charges for each cancelled Order Form as described in Exhibit G2.

7.3 Qwest and Customer agree that Qwest's damages in the event of Service cancellation shall be difficult or impossible to determine. Qwest and Customer therefore agree that this Section 7 is intended, therefore, to establish damages in the event of cancellation and the associated cancellation charges are not intended as a penalty.

**8. SERVICE TERMINATION.**

8.1 Customer may terminate an accepted Service prior to expiration of the full Service Term by providing Qwest with thirty (30) calendar days advance written notice of such termination. Upon receipt by Qwest of a written request to disconnect an installed Service prior to the end of the applicable Service Term, Qwest shall send Customer a written circuit disconnect order acknowledgement, confirming the request to terminate the Service, the date of Service disconnection and setting forth the Termination Liability Charges, if any, then due and payable. Billing for Service terminated under this Section 8.1 shall cease thirty (30) calendar days from Qwest's receipt of the termination.

8.2 Customer acknowledges that the MRCs, NRCs and other charges for the Services are based on the commitment of Customer to utilize the Services for a specified minimum period of time (the Service Term). As a result, if Customer terminates an accepted Service, this Exhibit G, or the Agreement for reasons other than for Cause, Customer shall pay to Qwest the Termination Liability Charge (defined in Exhibit G2) for each terminated Service, which shall be at once due and payable by Customer regardless of whether or not the Service Term has expired and may be collected by Qwest from Customer as a single amount. Nothing herein relieves Customer from its obligations in Exhibit T with respect to CPA termination and the written DFOC notification requirement.

8.3 Qwest and Customer agree that Qwest's damages in the event of Service termination shall be difficult or impossible to determine. Qwest and Customer therefore agree that this Section 8 is intended, therefore, to establish damages in the event of termination and the associated termination charges are not intended as a penalty.

**9. SERVICE SPECIFICATIONS.**

Service is provided in accordance with the following technical specifications ("Specifications").

9.1 The Customer interconnection point of DS-1 & DS-3 signals at the Qwest POP location (referred to herein as the "Qwest network interface") will be at an industry standard DSX-1 & DSX-3 digital cross-connect panel. The DS-1 & DS-3 signals terminating at the Qwest digital cross-connect panels will meet the electrical specifications as defined in AT&T Compatibility Bulletin (CB) No. 119, Issue 3, October, 1979. The Qwest Domestic Network will be compatible with the Bell System hierarchical clock

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synchronization methods and stratum levels as described in Bellcore Technical Advisory (GR436-Core). Customer equipment must also meet the interconnect specifications listed above and shall comply with the jitter requirements of AT&T Technical Reference PUB 63411.

9.2 Table 9.2 below sets forth Qwest's general performance objective for Service based upon the Bellcore specifications for SONET delivery of DS1, DS3, OC-3, OC-12, OC-48, OC-3c, OC-12c, and OC-48c level capacity. If the DS1, DS3, OC-3, OC-12, OC-48, OC-3c, OC-12c, or OC-48c level Service is delivered at the STS-1 level, the general performance objectives follow industry standard.

**TABLE 9.2**

V&H Miles	DS-1		DS-3		OC-3, OC-12, OC-48, OC-3c, OC-12c, OC-48c	
	EFS	BER	EFS	BER	EFS	BER
0 - 250	99.99%	10 <sup>-12</sup>	99.99%	10 <sup>-15</sup>	99.99%	10 <sup>-15</sup>
251 - 500	99.98%	10 <sup>-12</sup>	99.98%	10 <sup>-15</sup>	99.98%	10 <sup>-15</sup>
501 - 1000	99.97%	10 <sup>-12</sup>	99.97%	10 <sup>-15</sup>	99.97%	10 <sup>-15</sup>
1001 - 1500	99.96%	10 <sup>-12</sup>	99.96%	10 <sup>-15</sup>	99.96%	10 <sup>-15</sup>
1501 - 2000	99.95%	10 <sup>-12</sup>	99.95%	10 <sup>-15</sup>	99.95%	10 <sup>-15</sup>
2001 - 2500	99.94%	10 <sup>-12</sup>	99.94%	10 <sup>-15</sup>	99.94%	10 <sup>-15</sup>
2501 - 3000	99.93%	10 <sup>-12</sup>	99.93%	10 <sup>-15</sup>	99.93%	10 <sup>-15</sup>
3001 - 3500	99.91%	10 <sup>-12</sup>	99.91%	10 <sup>-15</sup>	99.92%	10 <sup>-15</sup>
3501 - 4000	99.90%	10 <sup>-12</sup>	99.90%	10 <sup>-15</sup>	99.91%	10 <sup>-15</sup>

9.3 The acceptance criteria for DS1, DS3, OC-3, OC-12, OC-48, OC-3c, OC-12c, and OC-48c circuits between Qwest Domestic Network interface points shall satisfy performance objectives in Table 9.2 above during a 60 minute test period. If no errors are observed during the first 15 minutes of the test, the Service is acceptable. Access connections to Customer locations will be tested in accordance with Bell Publication 62508.

9.4 Qwest's mean time to repair objectives are (i) 4 hours for SONET equipment; (ii) 12 hours for fiber optic cable (per Bellcore Standard). Qwest's cable cut rate objective is 4.39 cable cuts /year/1,000 sheath miles (per Bellcore Standard).

**10. SERVICE LEVEL AGREEMENT (SLA): OUTAGES.**

10.1 The Service Level Agreement contained in this Section 10 applies as of a Service's Start of Service Date.

10.2 Customer acknowledges the possibility of an interruption that results in the total disruption of Service which, subject to the restrictions and exclusion in Section 10.8 below, constitutes an "Outage". If a Service experiences an Outage ("Affected Service"), Customer may be entitled to an "Outage Credit" based upon the amount of Outage time experienced by the Affected Service during the calendar month at issue. The Outage Credit amount is calculated by determining the percentage of time (calculated in minutes) that the Affected Service did not experience an Outage ("Service Availability Percentage") using the formula below and identifying the associated Outage Credit percentage in Table 10.2A below (for Services in the continental US) or Table 10.2B below (for Services in Hawaii). The amount of the Outage Credit shall be the Outage Credit percentage in Table 10.2A or Table 10.2B, as applicable, multiplied by Customer's MRCs for the Affected Service (after application of any credits or discounts ("Eligible Service MRCs")).

The monthly Service Availability Percentage for a particular On-Net Affected Service is calculated as follows:

$$\left[ \frac{(\text{Applicable Days in Calendar Month} \times 24 \times 60) - (\text{Minutes of Outage on Affected Circuit in Calendar Month})}{(\text{Applicable Days in Calendar Month} \times 24 \times 60)} \right] \times 100$$

**TABLE 10.2A  
SLAs AND OUTAGE CREDIT PERCENTAGES - CONTINENTAL UNITED STATES SERVICE**

POP-to-POP Credit Schedule - Continental US		
Service Availability Percentage		Outage Credit percentage (as a % of the Eligible Service MRCs for the Affected Service)
Upper Level	Lower Level	
100.00%	99.999%	0%

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< 99.999%	99.99%	10%
< 99.99%	99.9%	25%
< 99.9%	99.5%	50%
< 99.5%	0.00%	100%

**TABLE 10.2B  
SLAs AND OUTAGE CREDIT PERCENTAGES - HAWAIIAN SERVICE**

POP-to-POP Credit Schedule - Hawaii		
Service Availability Percentage		Outage Credit percentage (as a % of the Eligible Service MRCs for the Affected Service)
Upper Level	Lower Level	
100.00%	99.95%	0%
< 99.94%	99.75%	5%
< 99.74%	99.00%	10%
< 98.99%	97.5%	15%
< 97.49%	0.00%	20%

For purposes of measuring the Service Availability Percentage, the Qwest Trouble Management System determines the number of minutes of an Outage. The length of each Outage shall be calculated in full minutes. An Outage shall be deemed to have commenced upon verifiable notification thereof by Customer to Qwest in accordance with the Trouble Ticket Procedure described below. Each Outage ends upon restoration of the Affected Service as evidenced by appropriate network tests by Qwest.

10.3 To receive an Outage Credit under this SLA, Customer must: (i) enter a trouble ticket at the time of the Outage by contacting the Wholesale Network Support ("WNS") 1-866-874-6790 (or any other number provided by Qwest to Customer) (ii) be current in its payment obligations under the Agreement, and (iii) request reimbursement for Outage credits hereunder and submit all necessary supporting documentation within thirty (30) calendar days of the conclusion of the calendar month in which the requisite Outage occurred. If Customer fails to comply with the conditions set forth in this Section 10, Customer shall have waived its right to such Outage Credits for Outages in such month.

10.4 Customer's written request for Outage Credits shall be submitted, within thirty (30) calendar days of the end of the calendar month in which the Outage occurs, to Qwest at: Qwest Communications Corporation, ATTN: Qwest Wholesale Receivables, 500 East 84<sup>th</sup> Avenue, Unit D, Thornton, Colorado 80229. The written request notice shall include: (i) Customer's name; (ii) the circuit identification number for the Affected Service; (iii) the trouble ticket number issued by WNS; and (iv) the duration of the Outage. Outage Credits for any calendar month must exceed twenty-five dollars (\$25.00) per Affected Service to be processed. In no case shall Qwest provide credit to Customer for an Affected Service that exceeds the monthly recurring charge.

10.5 All approved Outage Credits shall be credited on the monthly invoice for the affected Service following Qwest's approval of the Outage Credit. The total of all Outage Credits applicable to, or accruing in, any given month shall not exceed the amount payable by Customer to Qwest for that same month for such Service.

10.6 The Outage Credits described herein shall be the sole and exclusive remedy of Customer in the event of any Outage or other disruption of Service, and under no circumstance shall either be deemed a default giving rise to Cause under this Exhibit. No other service or performance guarantees or credits shall apply to the Services.

10.7 [Reserved for Future Use]

10.8 An Outage shall not be deemed to have occurred in the event that the Service is unavailable or impaired due to any of the following:

- (i) Interruptions on a Service for which the Start of Service Date has not yet commenced;
- (ii) Interruptions caused by the negligence, error or omission of Customer or others authorized by Customer to access, use or modify the Service or equipment used by Customer;
- (iii) Interruptions due to power failure at Customer premises, or the failure or poor performance of CPE;
- (iv) Interruptions during any period in which Qwest or its agents are not afforded access to the premises where the access lines associated with the Service are terminated, provided such access is reasonably necessary to prevent a degradation or to restore Service;
- (v) Interruptions during any period that Qwest has communicated to Customer in any other manner that the Service will be unavailable for Normal Maintenance or grooming purposes, or Customer has released the Service to Qwest for the installation of a customer Service order;
- (vi) Interruptions during any period that Customer elects not to release the Service for testing and/or repair and continues to use it on an impaired basis;
- (vii) Interruptions resulting from Force Majeure;

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- (viii) Interruptions resulting from Customer's use of Service in an unauthorized or unlawful manner;
- (ix) Interruptions resulting from a Qwest disconnect for Cause;
- (x) Interruptions resulting from incorrect, incomplete or inaccurate Service orders from Customer (including without limitation Customer's over subscription of circuits);
- (xi) Interruptions due to improper or inaccurate network specifications provided by Customer;
- (xii) Interruptions resulting from a failure of a carrier other than Qwest providing Local Access Services, including CPA;
- (xiii) Special configurations of the standard Service that has been mutually agreed to by Qwest and Customer; provided, however, Qwest may provide a separate service level agreement to Customer for those special configurations;
- (xiv) Qwest's inability to deliver Service by the Customer Commit Due Date.

**11.0 SERVICE MAINTENANCE.**

11.1 Qwest will endeavor to perform all non-emergency Normal Maintenance (defined below) during pre-established maintenance hours (windows). "Normal Maintenance" refers to: (i) upgrades of hardware or software; (ii) upgrades to increase capacity; or (iii) other pre-scheduled network activity that may degrade the quality of the Services or cause Service interruptions. Qwest will use reasonable efforts to perform all Normal Maintenance on Sundays, Tuesdays and/or Thursdays between the hours of 12:00 midnight and 6:00 AM Local Time. "Local Time" refers to the time of day in the time zone in which an affected Service is located; provided, however, that if affected Services are located in multiple time zones, Local Time shall refer to Eastern Time. Qwest may change the designated maintenance windows upon notice (via email or any other notice).

11.2 "Urgent Maintenance" shall refer to efforts to correct Qwest Domestic Network conditions which require immediate correction. Urgent Maintenance, while being conducted, may degrade the quality of Services and may result in total disruption of Service. Qwest may undertake Urgent Maintenance at any time that it deems necessary in its sole discretion. Qwest shall endeavor to provide Customer notice of Urgent Maintenance as soon as is reasonably practicable under the circumstances.

**SERVICE EXHIBIT G2  
PRIVATE LINE SERVICE RATE SCHEDULE  
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The Rates for the Services herein apply to Qwest's Domestic Private Line Service. Customer shall be responsible for all interconnection costs from the Customer location indicated by the Originating NPA/NXX and the Terminating NPA/NXX to the corresponding Qwest owned POP.

**1. Domestic Private Line Service Monthly Recurring Charges**

Monthly Rates for all Domestic Private Line Services are calculated using a Base Rate that is based upon the term commitment applicable to the ordered Service from the table below and the total mileage calculated by DS-0 per VBI mile. Each Service also has a Minimum Monthly Commitment (as determined from the table below) which will be applied should the calculated Monthly Recurring Charge amount to less than the Minimum Monthly Commitment for that Service.

	DS-0	DS-1	DS-3	OC-3	OC-12	OC-48
Base Rate per DS-0 per V & H mile*	\$0.10	\$0.02500	\$0.00479	\$0.00404	\$0.00340	\$0.00309
Minimum Monthly Commitment*	\$15.00	\$200.00	\$1250.00	\$2500.00	\$8500.00	\$30,000.00
DS-0 equivalents	1	24	672	2016	8064	32,256

Customer may be eligible to receive a discount for circuit Term commitments greater than one year and for mileage discounts based on the V & H mileage of the circuit as more specifically provided below.

**Wholesale Term and Mileage Discount Table**

Term Discount			Mileage Discount		
1 Year	2 Year	3 Year	750+miles	1500+miles	2000+miles
0%	3%	5%	5%	10%	15%

Eligible discounts to Customer's Service based upon the tables above will be applied in the following order:

- Term Discount (if applicable)
- Mileage Discount (if applicable)
- WSA Discount (if applicable)

**2. Domestic Private Line Service Non-Recurring Rates**

Customer will be responsible for all installation charges, unless otherwise noted in writing.

	DS-0	DS-1	DS-3	OC-3	OC-12	OC-48
Installation charge per Service	\$250.00	\$500.00	\$2000.00	\$5000.00	\$10,000.00	\$40,000.00

**3. Other Charges:** In addition to the foregoing Private Line Service Rates, Customer shall pay to Qwest the following additional charges, as applicable:

**3.1 Expedite Order Charges.**

Expedite Order Charges:

- DS-0 \$550.00 each
- DS-1 \$550.00 each
- DS-3 \$600.00 each
- OC-3 \$750.00 each
- OC-12 \$1500 each
- OC-48 priced ICB

In addition, Customer will also be responsible for paying all associated expedite charges imposed on Qwest by Off-net Providers for processing the Customer's Order.

**3.2 Multiplexing Charges.**

(a) **Regular Multiplexing** – Regular multiplexing may be available when Customer wishes to multiplex the Service (i) at a Qwest Backbone POP or (ii) at a Qwest Local Broadband On-Net building. The MRCs for such standard multiplexing services are provided in Table 3.2(a) below:

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PRIVATE LINE SERVICE RATE SCHEDULE  
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**Table 3.2(a) – Standard Multiplexing Rates\***

	DS0	DS1	DS3	OC3	OC12	OC48
DS0	-	ICB	ICB	ICB	ICB	ICB
DS1	ICB	-	ICB	ICB	ICB	ICB
DS3	ICB	ICB	-	\$300	\$900	\$2,700
OC3	ICB	ICB	\$300	-	\$600	\$2,400
OC12	ICB	ICB	\$900	\$600	-	\$1,800
OC48	ICB	ICB	\$2,700	\$2,400	\$1,800	-

**\*Notes to Table 3.2(a):**

- One MRC charge applied per end (A and/or Z multiplexed).
- The MRC is applied on the higher level circuit order.
- There is no Multiplexing NRC.

**(b) Reverse Multiplexing** - Reverse multiplexing may be available when Customer wishes to (i) multiplex a higher order Metro Private Line local loop to a lower order Qwest Domestic Private Line transport Service or (ii) multiplex the Qwest Domestic Private Line transport Service to provide multi-Service aggregation. The MRCs for such reverse multiplexing services are provided in Table 3.2(b) below:

**Table 3.2(b) – Reverse Multiplexing Rates\*\***

	DS0	DS1	DS3	OC3	OC12	OC48
DS0	-	\$250	\$350	\$900	\$1,500	\$3,300
DS1	ICB	-	\$250	\$600	\$1,200	\$3,000
DS3	ICB	ICB	-	\$300	\$900	\$2,700
OC3	ICB	ICB	\$300	-	\$600	\$2,400
OC12	ICB	ICB	\$900	\$600	-	\$1,800
OC48	ICB	ICB	\$2,700	\$2,400	\$1,800	-

**\*Notes**

- One MRC charge applied per higher order local loop order.
- There is no Multiplexing NRC

**3.3 Echo Cancellation Charges.**

- The MRC for Echo Cancellation of DS-1 Services, if available, is \$215 per equivalent DS-1 circuit on a point to point basis. For example, the Echo Cancellation MRC is \$215 MRC for up to 24 DS-0s going between the same to end points; the MRC for 1 DS-3 is \$6,020 (28 DS-1 equivalents x \$215).
- The MRCs for Echo Cancellation for higher level circuits (i.e. higher than DS-3) is priced ICB.

**4. Order Cancellation Charges:** If Customer cancels order after two business days from the date Qwest issues a Customer Commit Due Date to Customer, Customer will be responsible for all applicable charges, including but not limited to cancellation charges and early termination liability charges for third party services ordered by Qwest on behalf of Customer. In addition, Customer will be charged the following order cancellation charges:

- Up to and including DS-1 Service: \$250/service
- DS-3 Service \$750/service
- OC-n Service \$1000/service

If Customer cancels order on or after Customer Commit Due Date, Customer will pay Qwest all applicable Termination Liability Charges, including those of third party providers for services ordered by Qwest on behalf of Customer.

**5. Termination Liability Charges**

For all Domestic Private Line Services and related Ancillary Services, Customer shall pay to Qwest all rates, fees and charges which accrue under this Service Exhibit for each Service up through the date of termination, plus:

(a) Customer must pay the following charges for termination of Service prior to the expiration of the full Service Term:

1. One hundred percent (100%) of the MRC for the remaining unused months through the first twelve (12) months of the Service Term, plus
2. Thirty-five percent (35%) of the MRC for the remaining months beyond the originally scheduled Service Term, plus
3. One hundred percent (100%) of any Service NRCs that were previously waived by Qwest.

The total charge as calculated above shall be referred to as the "Termination Liability Charge."

**EXHIBIT I  
DEDICATED INTERNET ACCESS SERVICE EXHIBIT AND RATE SCHEDULE  
QWEST WHOLESALE SERVICES AGREEMENT**

**1. SERVICE DESCRIPTION.**

This Exhibit I sets forth the description of Qwest's Dedicated Internet Access ("DIA" service (referred to herein as the "Services" or "DIA Services"), as provided pursuant to the Agreement. The Agreement, this Exhibit I and the AUP (defined herein) constitute the entire agreement between Customer and Qwest with respect to the DIA Services. All terms and conditions of this Exhibit I and the Agreement entered into between the Parties shall prevail over any conditions in customer purchase orders, payments or other forms, all of which are hereby rejected. Qwest DIA Service consists of: (i) a dedicated, high-speed network connection between Customer's premises and Qwest's domestic (continental United States) Internet protocol ("IP") network ("Qwest IP Network"); and (ii) routing services, based upon the Transmission Control Protocol/Internet Protocol, which will afford Customer Internet connectivity. The specific bandwidth and, therefore, the speed or rate at which Customer may transmit and receive data via its Internet connection is specified herein. Qwest will, on Customer's behalf and written request, use commercially reasonable efforts to perform the following as part of the DIA Service: (i) order local access facilities connecting Customer's premises to a Qwest point-of-presence; and/or (ii) secure IP address space for Customer as described more fully herein. Estimated dates of completion including Firm Order Commitments (collectively, the "FOC Dates") are often dependent on parties other than Qwest, including Local Exchange Carriers; therefore, FOC Dates are provided on a "best efforts" basis, but Qwest makes no guarantees regarding FOC Dates.

All Service order requests ("Order Forms") are subject to facilities and capacity availability. Customer must complete an Order Form in order to obtain Service hereunder. Qwest shall be obligated to provide the Service only after such Order Form is accepted by Qwest. Customer specifically agrees that all Order Forms relating to DIA Service submitted to Qwest by Customer during the Term shall be governed by the rates, terms and conditions set forth in this Exhibit I and the Agreement. Customer shall be obligated to pay all applicable charges that are set forth in this Exhibit I and plus any charges on any Order Form accepted by Qwest. Qwest reserves the right to reject any Order Form in its sole discretion. Customer acknowledges and assumes responsibility for providing Qwest with valid and current contact information, at all times, as it relates to the Order Form and the Agreement.

**2. CUSTOMER USE OF THE SERVICES.**

All use of the Service and Qwest's network shall comply with the Qwest Acceptable Use Policy ("AUP"), which AUP is posted on Qwest's web site at <http://www.qwest.com/legal> and which is made a part of this Agreement. Qwest reserves the right to amend the AUP effective upon (i) posting to the web site or (ii) other notice to Customer. Customer agrees to defend, indemnify and hold harmless Qwest, its affiliates, and contractors from any and all liabilities, costs and expenses, including reasonable attorneys' fees, arising from or related to use of the Service by Customer or Customer's Users. For purposes of this Exhibit, "Customer's Users" shall refer to customers of Customer or any other third parties who utilize or access the Service or the Qwest network pursuant to this Agreement. In addition to "Cause" as defined in the Agreement, Cause shall also include the violation of the AUP or conduct that Qwest, in its reasonable discretion, believes may subject Qwest to civil or criminal litigation or liability, charges and/or damages. If Qwest has suspended the Service pursuant to this Section, Qwest may require a reinitiation fee in order to resume Service.

**3. MINIMUM SERVICE TERM.**

3.1 Service Term(s). The term of this Exhibit I shall commence upon the Effective Date of the Agreement and conclude upon the expiration or termination of the last-to-expire (or terminate) DIA Port ordered hereunder. The term for each DIA Port ordered hereunder shall commence on the Start of Service Date for the Service installed pursuant to this Exhibit I and shall continue for one (1) year from the Start of Service Date, unless a longer term commitment is selected by Customer as indicated on an Order Form (the "Minimum Service Term"). Upon expiration of the Minimum Service Term, each DIA Port shall automatically renew and remain in effect for consecutive one (1) year terms ("Renewal Term"), unless either party elects to terminate the DIA Port upon at least sixty (60) calendar days prior written notice to the conclusion of the Minimum Service Term (each Renewal Term to be included in the Minimum Service Term). The start of service for each ordered Service (the "Start of Service Date") shall begin at the earliest to occur of (i) the date on which Customer activates the Service or (ii) the date on which the Service is made available for use by Qwest to the Customer. If any Minimum Service Term for any Service ordered hereunder extends beyond the expiration of the Initial Term of the Agreement, it is the intention of the Parties that, notwithstanding any such expiration of the Agreement, this Service Exhibit I and the Agreement to remain in full force and effect but only as to the DIA Ports with a remaining Minimum Service Term. Services shall cease to be provisioned by Qwest as of the latter of: (i) the expiration of the Initial Term of the Agreement, or (ii) the expiration of the last applicable Minimum Service Term.

3.2 Early Termination Fees. If the Agreement or any DIA Ports provisioned hereunder are terminated prior to the expiration of their applicable Minimum Service Term for reasons other than termination by Customer for Cause, then Customer shall pay to Qwest: (a) all charges for Service provided through the date of such cancellation; (b) an early cancellation charge of fifty percent (50%) of the balance of the monthly recurring charges (then in effect at the time of cancellation) that otherwise would have become due for the unexpired portion of the Minimum Service Term; and (c) if Customer was granted a discount or waiver with respect to any non-recurring charges based on the duration of Customer's Minimum Service Term commitment (an "NRC Waiver"), then Customer shall also pay an amount equal to the NRC Waiver.

**4. DISCLAIMER OF WARRANTIES.**

CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICE AND THE INTERNET AND ACCESSES THE SAME AT ITS OWN RISK. QWEST EXERCISES NO CONTROL OVER AND HAS NO RESPONSIBILITY WHATSOEVER FOR THE CONTENT ACCESSIBLE OR ACTIONS TAKEN ON THE INTERNET AND QWEST EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR SUCH CONTENT OR ACTIONS. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, THE SERVICE AND RELATED SOFTWARE PROVIDED BY QWEST, IF ANY, ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NONINFRINGEMENT,

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MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY QWEST, ITS AFFILIATES OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE A WARRANTY.

CUSTOMER'S REMEDIES FOR ANY AND ALL CLAIMS RELATED TO DIA SERVICES SHALL BE LIMITED TO THOSE SET FORTH IN THE SERVICE LEVEL AGREEMENT ("SLA"). IN ADDITION, QWEST'S TOTAL AGGREGATE LIABILITY HEREUNDER SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE AVERAGE MONTHLY RECURRING CHARGE PAID TO QWEST BY CUSTOMER FOR THE AFFECTED SERVICE WHICH GIVES RISE TO SUCH LIABILITY. CUSTOMER HEREBY WAIVES ANY CLAIM THAT THESE EXCLUSIONS DEPRIVE IT OF AN ADEQUATE REMEDY OR CAUSE THIS AGREEMENT TO FAIL OF ITS ESSENTIAL PURPOSE. EXCEPT AS SPECIFICALLY SET FORTH IN THE SLA, THE FOREGOING SETS FORTH CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF THIS EXHIBIT BY QWEST. THE PROVISIONS OF THIS SECTION ALLOCATE THE RISK BETWEEN QWEST AND CUSTOMER AND QWEST'S PRICING REFLECTS THE ALLOCATION OF RISK AND LIMITATION OF LIABILITY SPECIFIED HEREIN.

**5. RATES, PROMOTIONS, DISCOUNTS.**

5.1 Rates. The applicable rates, charges, terms and discounts associated with DIA Services are set forth in this Section 5. Customer shall be obligated to pay all applicable monthly recurring charges ("MRCs") (less any applicable discounts) and any non-recurring charges ("NRCs") as set forth herein. Pricing for non-standard DIA Services, other than those set forth herein, are provided by Qwest at Qwest's then-current rates and/or prices. Customer shall not be eligible for any discounts or promotional offers other than those specifically set forth in this Exhibit I.

(a) The port NRCs, Flat Rate DIA Port pricing, Minimum Port Commitment pricing, Fractional DS1 pricing and NxDS1 pricing associated with DIA Service pricing are set forth in Tables 1, 2, 3, 4 and 5 herein. Customer may not decrease the applicable pricing bandwidth (e.g., decrease from DS-3 to DS-1) it selects on the applicable Qwest accepted Order Form to a lower Bandwidth during the Minimum Service Term. Customer will be allowed to increase port size and choose any billing method when upgrading to a larger DIA Port.

**TABLE 1: PORT NON-RECURRING CHARGE PRICING TABLE**

PORT	NRC
DS-1, Fractional DS-1, NxDS-1	\$50
DS-3	\$100
OC-3	\$200
OC-12	\$300
OC-48	\$600
Ethernet	\$50
Fast Ethernet	\$150
Gigabit Ethernet	\$400

**TABLE 2: FLAT RATE DIA PORT LIST PRICING TABLE**

FLAT RATE DIA PORT PRICING			
DS-1		DS-3	
FLAT	List Rates	FLAT	List Rates
1.544 Mbps	\$300	45 Mbps	\$4,500
OC-3		OC-12	
FLAT	List Rates	FLAT	List Rates
155 Mbps	\$13,000	622 Mbps	\$45,000
OC-48		Ethernet	
FLAT	List Rates	FLAT	List Rates
2.488 Mbps	\$165,000	10 Mbps	\$1,000
Fast Ethernet		Gigabit Ethernet	
FLAT	List Rates	FLAT	List Rates
100 Mbps	\$8,000	1000 Mbps	\$65,000



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**TABLE 3: MINIMUM PORT COMMITMENT (MPC) PRICING TABLE**

MINIMUM PORT COMMITMENT (MPC)					
DS-3 (45Mbps)			OC-3 (155Mbps)		
MPC	List Rates	Per Mbps List	MPC	List Rates	Per Mbps List
5 Mbps	\$1,118	\$224	15 Mbps	\$2,508	\$167
9 Mbps	\$1,811	\$201	30 Mbps	\$4,559	\$152
14 Mbps	\$2,560	\$183	45 Mbps	\$6,599	\$147
18 Mbps	\$3,018	\$168	60 Mbps	\$8,359	\$140
23 Mbps	\$3,559	\$155	80 Mbps	\$10,288	\$129
27 Mbps	\$3,621	\$134	95 Mbps	\$10,588	\$111
OC-12 (622Mbps)			OC-48 (2,488Mbps)		
MPC	List Rates	Per Mbps List	MPC	List Rates	Per Mbps List
60 Mbps	\$9,645	\$161	250 Mbps	\$36,839	\$147
125 Mbps	\$18,084	\$145	500 Mbps	\$51,008	\$102
185 Mbps	\$24,331	\$132	750 Mbps	\$73,136	\$98
250 Mbps	\$30,140	\$121	1000 Mbps	\$92,098	\$92
310 Mbps	\$34,499	\$111	1250 Mbps	\$110,517	\$88
375 Mbps	\$36,168	\$96	1500 Mbps	\$127,520	\$85
Fast Ethernet (100Mbps)			Gigabit Ethernet (1000Mbps)		
MPC	List Rates	Per Mbps List	MPC	List Rates	Per Mbps List
10 Mbps	\$1,600	\$160	100 Mbps	\$10,833	\$108
20 Mbps	\$3,019	\$151	200 Mbps	\$20,000	\$100
30 Mbps	\$4,364	\$145	300 Mbps	\$28,676	\$96
40 Mbps	\$5,333	\$133	400 Mbps	\$36,111	\$90
50 Mbps	\$6,154	\$123	500 Mbps	\$43,333	\$87
60 Mbps	\$6,400	\$107	600 Mbps	\$50,000	\$84

**TABLE 4: FRACTIONAL DS1 PRICING TABLE**

Fractional DS1	
Speeds	List Rates
64 Kbps	\$150
128 Kbps	\$168
192 Kbps	\$186
256 Kbps	\$204
384 Kbps	\$222
512 Kbps	\$240
768 Kbps	\$258
1024 Kbps	\$275

**TABLE 5: NxDS1 PRICING TABLE\***

NxDS1	
Speeds	List Rates
3 Mbps (2)	\$570
4.5 Mbps (3)	\$855
6 Mbps (4)	\$1,140
7.5 Mbps (5)	\$1,425
9 Mbps (6)	\$1,620
10.5 Mbps (7)	\$1,890
12 Mbps (8)	\$2,160

\*Customer must use Qwest-approved CPE for NxDS1 Services

5.2 **DIA Discount.** During each monthly billing period of the Term, in addition to any other applicable discounts contained herein, Customer shall be eligible to receive a DIA discount of zero percent (0%) ("DIA Discount"). The DIA Discount will be applied to Customer's monthly recurring charges for DIA Services ordered by Customer after the Effective Date of the Agreement.

5.3 **Miscellaneous.**

Customer shall be solely responsible for the following (none of which are included in this Exhibit): (a) any costs associate with CPE which, if requested by Customer, may be provided by Qwest pursuant to the terms of a separate CPE agreement; and/or (b) local access and access-related charges, including any charges for interconnection, installation, local loops, inside wiring, construction, distance and termination charges and other access-related charges whether assessed by a LEC or otherwise (collectively referred to as "Local Access"). Unless otherwise agreed by Qwest in an accepted Order Form or pursuant to another service exhibit under the Agreement, Customer is solely responsible for: (i) coordination of all Local Access and, in any event, shall be solely responsible for any costs associated with such Local Access, including, without limitation, any LEC early termination fees associated with any Service provided hereunder; and/or (ii) ordering, securing installation and ensuring proper operation of any and all equipment

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required to enable Customer to receive the Service. Qwest reserves the right to charge a reasonable fee if Customer elects to use its own Local Access Facilities.

In the event Customer requests Qwest to obtain local loop access on behalf of Customer and Qwest agrees, Qwest shall use commercially reasonable efforts to obtain such local loop access on Customer's behalf, subject to availability; provided, however, that Qwest shall have no responsibility or liability in connection with such local loops or other facilities, whether ordered by Qwest on Customer's behalf or ordered directly by Customer. Qwest's provision of the Service to Customer and the availability of the associated pricing as set forth herein is subject to availability of: (i) SNET engineering; (ii) LEC serving wire center(s); and (iii) POP facilities. No collocation rights are created by this Exhibit I. Any collocation requirements requested by Customer shall be provided for in a separate collocation agreement entered into by the Parties.

Qwest reserves the right, upon thirty (30) calendar days prior written notice to Customer, to modify any of the Services, rates, promotions or charges described in this Exhibit I; provided, however, if Customer has existing DIA Service for which there remains a Minimum Service Term such DIA Services shall continue until the end of such Minimum Service Term at the rates, and applicable discounts, (if any), currently being charged for such DIA Service. All rates and charges are subject to change immediately in the event there are mandated surcharges imposed by a federal, state or governmental agency. Notwithstanding the foregoing, in the event any Regulatory Activity, Qwest reserves the right, at any time with as much advance written notice as reasonably possible and without liability, to: (i) pass through to Customer all, or a portion of, any charges or surcharges directly or indirectly related to such Regulatory Activity; (ii) modify the Service, rates (including any rate guarantees), promotions, terms and/or conditions of this Exhibit in order to conform to such action; or (iii) if such Regulatory Activity materially and adversely impairs the provision of Service under the Agreement, as reasonably determined by Qwest, terminate this Exhibit I.

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**ADDENDUM I-1  
SERVICE LEVEL AGREEMENT (SLA):**

This Addendum I-1 to the Agreement sets forth the SLA applicable to the Service. Except as otherwise set forth herein, capitalized terms shall have the definitions assigned to them in the Agreement. The SLA is effective as of the first day of the second month after initial installation of Service.

**NETWORK AVAILABILITY**

APPLICABLE COMPONENTS	GOAL	AVAILABILITY / REMEDY
On Net	100%	Each cumulative hour of downtime qualifies Customer for one day's charges pro-rated from the MRC.

**LATENCY**

APPLICABLE COMPONENTS	GOAL	ACTUAL LATENCY / REMEDY	ACTUAL LATENCY / REMEDY	ACTUAL LATENCY / REMEDY
On Net	50 ms	51 - 60 ms / 10%	61 - 80 ms / 25%	Greater than 80 ms / 50%
Off Net	95 ms	96 - 105 ms / 10%	106 - 115 ms / 25%	Greater than 115 ms / 50%

**PACKET DELIVERY**

APPLICABLE COMPONENTS	GOAL	ACTUAL PACKET DELIVERY / REMEDY	ACTUAL PACKET DELIVERY / REMEDY	ACTUAL PACKET DELIVERY / REMEDY
On Net	99.50%	99.49% - 99.01% / 10%	99.00% - 90.00% / 25%	less than 90.00% / 50%

**REPORTING**

APPLICABLE COMPONENTS	GOAL	REPORTING / REMEDY
On Net	10 minutes	Each failure to report Service Interruptions within the applicable timeframes qualifies Customer for one day's charges pro-rated from the MRC, at a maximum of one such credit accrued per day.

**Components Included.** All relevant components of the Qwest owned and operated IP network ("On Net") and components of other Internet backbone providers in certain locations ("Off Net") are subject to this SLA. This includes components such as POPs, core routers, and circuits. Local access/connection facilities (i.e., the local loop or tail circuits) ("Local Access") used to access the Qwest IP Network or partner networks and any Customer equipment are not included as components of the Qwest IP Network for purposes of this SLA; provided, however, solely for purposes of the "Network Availability SLA," the components of the Qwest IP Network shall include any Local Access provided by Qwest, but shall specifically exclude any Local Access furnished or ordered directly by Customer.

**Measurement**

**Network Availability.** Network Downtime is measured based on the total outage time incurred by Customer. "Network Downtime" shall exist when a particular Customer facility (the "Affected Service") is unable to transmit and receive data and Qwest records such failure in the Qwest trouble ticket system. Network Downtime is measured from the time the trouble ticket is opened to the time the Affected Service is again able to transmit and receive data.

**Latency.** The average roundtrip network delay ("Latency") will be measured on an ongoing basis every five (5) minutes to adequately determine a consistent average monthly performance level for Latency at the relevant POPs. The On Net SLA measures Latency between Qwest owned and operated IP POPs. The Off Net SLA measures Latency between the Qwest IP Network and other Internet backbone providers. Latency performance levels will be posted to the Qwest Web site provided to Customer. Latency for other components are calculated as follows:

$$\frac{\sum (\text{Roundtrip Delay for relevant POP-POP trunks})}{\text{Total Number of relevant POP-POP trunks}} = \text{Latency}$$

**Packet Delivery.** Packet Delivery will be measured on an ongoing basis every five (5) minutes to adequately determine a consistent average monthly performance level for packets actually delivered between the relevant POPs. Packet Delivery performance levels will be posted to the Qwest Web site provided to Customer.

**Remedies:** Upon Customer's request to the Call Management Center made within five (5) business days of the last day of the month in which the relevant measurement of the SLA was not met, Customer shall be entitled to service credits as set forth herein. A credit shall be applied only to the month in which the event giving rise to the credit occurred. The maximum SLA credits issued in any one calendar month shall not exceed: (i) seven (7) days' charges pro-rated from the MRC of the Affected Service with respect to the IP Network Availability measurement and IP Network Reporting measurement; or (ii) fifty percent (50%) of the MRCs of the Affected Service with respect to the Latency and IP Network Packet Delivery measurements. In no event shall the total credit, in the aggregate for all credits issued in one month, exceed the

equivalent of one hundred percent (100%) of the relevant MRCs for the Affected Service.

**Service Credit Exceptions:** Service credits shall not be issued where the Service is unavailable as a result of: (i) the acts or omissions of Customer, its employees, contractors or agents or its End Users; (ii) the failure or malfunction of equipment, applications or systems not owned or controlled by Qwest; (iii) Force Majeure events; or (iv) scheduled service maintenance, alteration, or implementation. No credits will be granted pursuant to the Reporting SLA unless Customer provides Qwest with accurate, current contact information, including a valid pager number, fax number and email address (as detailed on the DIA order form).

**Maintenance.**

**Normal Maintenance.** Normal Maintenance refers to upgrades of hardware or software or upgrades to increase capacity. Normal Maintenance may temporarily degrade the quality of the Service, including possible outages. Such effects related to Normal Maintenance shall not give rise to service credits under this SLA. Normal Maintenance shall be undertaken only on Sunday, Tuesday and Thursday mornings between the hours of 12:00 AM and 6:00 AM Local Time unless otherwise designated by Qwest upon sixty (60) calendar days prior written notice to Customer. For purposes of this SLA, "Local Time" refers to the local time in the time zone in which an Affected Service is located. Qwest shall provide as least two (2) days prior notice of Normal Maintenance.

**Urgent Maintenance:** Urgent Maintenance refers to efforts to correct network conditions that are likely to cause a material Service outage and that require immediate action. Urgent Maintenance may degrade the quality of the Services, including possible outages. Such effects related to Urgent Maintenance shall entitle Customer to service credits as set forth in this SLA. Qwest may undertake Urgent Maintenance at any time deemed necessary and shall provide notice of Urgent Maintenance to Customer as soon as is commercially practicable under the circumstances.

**Customer Termination Rights.** Customer may terminate the Affected Services without penalty if, in any single calendar month: (A) Customer would be eligible to receive credits totaling fifteen (15) or more days (but for the limitation set forth herein) resulting from three (3) or more events during such calendar month; (B) any single event entitling Customer to credits under the section entitled "Network Availability Goal" above exists for a period of eight (8) consecutive hours; or (C) any number of events entitling Customer to credits under "Network Availability" above exists for an aggregate of twenty-four (24) hours. Such termination must be conducted by written notice to the Call Management Center, with a courtesy copy to the attention of Qwest's General Counsel, and within five (5) business days following the end of the relevant calendar month. Such termination will be effective forty-five (45) days after receipt of written notice by Qwest. The provisions of this SLA state Customer's sole and exclusive remedies for Service interruptions or Service deficiencies of any kind whatsoever.

**EXHIBIT J  
FRAME RELAY SERVICE EXHIBIT  
WHOLESALE SERVICES AGREEMENT**

**1.0 DEFINITIONS.**

Words or terms not defined herein having well-known technical or trade meanings shall be so construed.

**2.0 FRAME RELAY SERVICE DESCRIPTION.**

The Qwest Frame Relay service (the "Service") is a public, fast-packet data network offering. It employs a form of packet switching analogous to a streamlined version of X.25 networks. The packets are in the form of "frames," which are variable in length, with the payload being anywhere between 0 and 4,096 octets. The Service supports a variety of simultaneous data applications over a single integrated facility (such as data, voice and video). Customer may access the Service at Qwest's nearest available Domestic U.S. Point of Presence (POP). Within the POP, Qwest designs and installs Network Node (as hereinafter defined) connections on the Qwest Frame Relay network. A Network Node is comprised of a frame relay port ("Port") connection and Permanent Virtual Circuits (PVCs) that define the connections between Customer's or End User's Ports. Qwest allocates capacity across these logically assigned PVCs. Switched Virtual Circuits (SVCs) are also available for temporary connections.

The following services and/or guarantees are not available to Customer or End Users: (1) Frame relay Port speeds above DS-3 level; or (2) Service for Customer or End-user locations outside of the Domestic U.S.

**TERMS AND CONDITIONS OF SERVICE, RATES, CHARGES, DISCOUNTS.**

The Service may be available in the Port speeds listed below. Provision of the Service is subject to facilities availability.

A rate assigned to each PVC by a Qwest Frame Relay subscriber. The Committed Information Rate (CIR) represents the committed transmission rates between two network Ports. CIRs are available in 8 kbps increments. Customer may transmit or receive data over a PVC at speeds greater than the selected CIR up to the speed of the Port ("burst"). Additionally, burst traffic may be marked by Qwest as Discard Eligible (DE), and subsequently discarded in the event of network congestion. Customer agrees that Qwest shall not be liable for any such discard of traffic. A Quality of Service (QoS) level must be designated per PVC.

Qwest agrees to provide Qwest Domestic U.S. Frame Relay Ports at the Monthly Recurring Charges (MRCs) and Non Recurring Charges (NRCs) specified below:

Port Speed	MRC	NRC	Change Fee
56K 64K	\$190	\$150	\$150
112K 128K	\$355	\$250	\$250
168K 192K	\$395	\$250	\$250
224K 256K	\$420	\$250	\$250
280K 320K	\$580	\$250	\$250
336K 384K	\$625	\$250	\$250
392K 448K	\$720	\$250	\$250
448K 512K	\$790	\$250	\$250
504K 576K	\$890	\$250	\$250
560K 640K	\$940	\$250	\$250
616K 704K	\$970	\$250	\$250
672K 768K	\$990	\$250	\$250
728K 832K	\$1,110	\$250	\$250
784K 896K	\$1,180	\$250	\$250
840K 960K	\$1,220	\$250	\$250
896K 1024K	\$1,265	\$250	\$250
952K 1088K	\$1,330	\$250	\$250
1008K 1152K	\$1,370	\$250	\$250
1064K 1216K	\$1,410	\$250	\$250
1120K 1280K	\$1,450	\$250	\$250
1176K 1344K	\$1,500	\$250	\$250
1232K 1408K	\$1,530	\$250	\$250
1288K 1472K	\$1,560	\$250	\$250
1344K 1536K	\$1,595	\$250	\$250
45 Mbps/DS3	\$3,190	\$500	\$250

Qwest agrees to provide domestic U.S. Frame Relay PVCs at the MRCs and NRCs specified below:

PVC MRC Pricing by QoS \$/8 kbps CIR Simplex	Install NRC Per PVC	Change NRC Per PVC
VFR-rt	\$8.00	\$100.00
VFR-nrt	\$6.00	\$100.00
UFR	\$4.00	\$100.00

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Qwest agrees to provide domestic U.S. Frame Relay SVCs at the MRCs and NRCs specified below:

SVC/MRC Pricing		Install/NRC Per SVC
\$.03/Mbyte	DE	\$100.00
\$.04/Mbyte	CIR	\$100.00

Qwest reserves the right, upon thirty (30) calendar days prior written notice to Customer, to modify any of the rates or charges described in this Service Exhibit J in the event of Regulatory Activity. Qwest reserves the right, at any time upon written notice, to: (i) pass through to Customer all, or a portion of, any charges or surcharges directly or indirectly related to such Regulatory Activity; or (ii) modify the rates, including any rate guarantees, and/or other terms and conditions contained in the Agreement to reflect the impact of such Regulatory Activity. Qwest may adjust its rates or charges, or impose additional rates and charges, in order to recover amounts it may be required by governmental or quasi-governmental authorities to collect from or pay to others to support statutory or regulatory programs during the course of the Agreement.

The Customer shall be solely responsible for the following (none of which are included in this Exhibit: (a) any costs associate with CPE which, if requested by Customer, shall be provided pursuant to the terms of a separate CPE agreement; and/or (b) local access and access-related charges, including any charges for interconnection, installation, local loops, inside wiring, construction, distance and termination charges and other access-related charges whether assessed by a LEC or otherwise (collectively referred to as "Local Access"). Unless otherwise set forth on an accepted Order Form or in a separate writing signed by the parties, Customer is solely responsible for: (i) coordination of all Local Access and, in any event, shall be solely responsible for any costs associated with such Local Access, including, without limitation, any LEC early termination fees associated with any Service provided hereunder; and (ii) ordering, securing installation and ensuring proper operation of any and all equipment required to enable Customer to receive the Service. Qwest reserves the right to charge a reasonable fee if Customer elects to use its own Local Access Facilities.

Qwest shall invoice Customer on a monthly basis at Customer's designated site in the U.S., in accordance with the following schedule: (i) one (1) month in advance for all recurring, non-usage sensitive MRC charges due under this Agreement, in addition to the retroactive billing for the first billing invoice; and (ii) in the month succeeding the applicable usage for all usage-sensitive, NRC and change fees and charges. If Customer orders a one year or more minimum term for any Port, the installation NRC will be waived for such Port. Failure of Qwest to timely invoice Customer for any amounts due hereunder shall not be deemed a waiver by Qwest of its rights to payment for such charges.

During each monthly billing period of the Term, Customer shall be eligible to receive one of the standard frame relay discounts set forth in the Frame Relay Discount Schedule below, based upon Customer's total Contributory Charges invoiced under the Agreement (and any other eligible separate Qwest Wholesale Services Agreement) during that month for Contributory Services. The applicable monthly discount will be applied against Customer's Frame Charges (as defined herein). For purposes of this Exhibit, "Frame Charges" shall include only payments by Customer of United States Mainland Frame Relay Port MRCs and PVCs. The credit derived from application of this discount shall be applied to Customer's interstate usage.

**FRAME RELAY DISCOUNT SCHEDULE**

Current Month's Contributory Charges from Contributing Service Components	Discount to be Applied to Frame Charges		
	1 year	2 year	3 year
\$0 - \$99,999.99	54%	56%	58%
\$100,000.00 - \$299,999.99	55%	57%	59%
\$300,000.00 - \$499,999.99	56%	58%	60%
\$500,000.00 - \$749,999.99	57%	59%	61%
\$750,000.00 - \$999,999.99	58%	60%	62%
\$1,000,000.00 and above	59%	61%	63%

**3.0 DOMESTIC U.S. FRAME RELAY NETWORK/SERVICE LEVEL AVAILABILITY (SLA)**

In the event Customer's Qwest provided Domestic U.S. Frame Relay Services are subject to an interruption (other than as set forth in the exclusions below) which results in the total disruption of service from a frame Port, Customer shall be compensated according credits issued pursuant to the network availability provisions set forth in this Section 3.

For each Qwest Domestic U.S. Frame Relay Port provided by Qwest to Customer, Qwest shall ensure that, on average, such Domestic U.S. Frame Relay Port is available for exchange of data between two End-User Domestic U.S. Frame Relay Ports ninety-nine and eighty hundredths percent (99.800%) of each month ("Average Monthly Network Availability"). For purposes of this Section, Average Monthly Network Availability shall be determined in accordance with the following calculation:

**EXHIBIT J  
FRAME RELAY SERVICE EXHIBIT  
WHOLESALE SERVICES AGREEMENT**

Average Monthly Network Availability =

$$1 - \left( \frac{\text{Total minutes of network non-availability per month on a Customer Domestic U.S. Frame Relay Port}}{\text{(number of days in month) x (24 hours) x (60 minutes)}} \right)$$

Average Monthly Network Availability is based upon the average availability of the Customer Port for the particular month.

In the event that, for a particular month, Average Monthly Network Availability on a particular Port shall fall below ninety-nine and eighty hundredths percent (99.800%), Customer shall receive a credit ("Frame Relay Credit") for such month in accordance with the following schedule ("Frame Relay Credit Schedule"), which Frame Relay Credit shall be: (i) equal to the designated percentage (as set forth in the Frame Relay Credit Schedule) of Customer's Domestic U.S. Port MRCs for the affected Port (after all applicable discounts and credits have been applied) for that month; and (ii) applied to Customer's Interstate usage.

**FRAME RELAY CREDIT SCHEDULE**

Average Monthly Network Availability	Frame Relay Credit (as a Percentage of Customer's Domestic U.S. Frame Relay Port MRC for the Affected Port)
100.00% to 99.800%	0.0%
99.799% to 99.700	5.0%
99.699% to 99.600	10.0%
99.599% to 99.500	15.0%
99.499% to 99.000	25.0%
99.000% and below	50.0%

The Average Monthly Network Availability and the Frame Relay Credit shall not apply for a particular month, unless, a minimum of five (5) Qwest provided Domestic U.S. Frame Relay Ports remain installed for Customer's use for the entire month.

Qwest's Domestic U.S. Frame Relay Services shall be considered "available" to Customer until the date/time of: (i) Qwest's receipt from Customer of notice of the unavailability of such services and the issuance of a Qwest trouble ticket; or (ii) Qwest detects the unavailability and promptly opens a trouble ticket ("Notice of Frame Relay Unavailability"). A period of network unavailability shall commence upon Notice of Frame Relay Unavailability and conclude upon the date/time that such service is restored and made available to Customer for use. To be eligible for Frame Relay Credits hereunder, Customer must submit necessary supporting documentation and request reimbursement or credits hereunder within sixty (60) days of the conclusion of the Service month in which the requisite unavailability occurs.

The SLA, including any Frame Relay Credits, contained in this Section 3, shall be Customer's sole and exclusive remedy for any and all service interruptions or periods of service degradation affecting Customer's frame relay service provided by Qwest. The SLA set forth in this Section shall not apply to any other Qwest services, including, without limitation, Qwest ATM service, Qwest dedicated leased line Service, Qwest Internet services or Qwest voice services.

This SLA shall not apply in the event that Qwest's Domestic U.S. Frame Relay Services are unavailable or degraded due to any of the following: (a) Interruptions or times of service degradation on circuits that are not "Properly Accepted Circuits" where a "Properly Accepted Circuit" is one that Qwest and Customer have tested and mutually agreed is working as ordered; (b) Interruptions caused by the negligence, error or omission of Customer or end-user or others authorized by Customer to use or modify the Customer's service; (c) Interruptions due to failure of power at a Customer premise or failure of Customer-provided equipment; (d) Interruptions during any period in which Qwest or its agents are not afforded access to the premises where the access lines associated with Customer's service are terminated; (e) Interruptions during any period when Customer or user has released service to Qwest for maintenance or rearrangement purpose, or for the installation of a Customer service order; (f) Interruptions during any period when Customer elects not to release the service(s) for testing and/or repair and continues to use it on an impaired basis; (g) Force Majeure Events (as defined in the Agreement); (h) Interruptions resulting from Customer's use of services in an unauthorized or unlawful manner; (i) Interruptions resulting from a Qwest disconnect for non-payment or an interruption resulting from incorrect orders from Customer; and/or interruptions due to improper or inaccurate network specifications provided by Customer; and/or (j) Interruptions resulting from a failure of an underlying local exchange carrier where the local access circuit was not provided by Qwest.

**EXHIBIT P**  
**INTERNATIONAL PRIVATE LINE (IPL)**  
**QWEST INTERNATIONAL WHOLESALE SERVICES AGREEMENT**

**1.0 SERVICE DESCRIPTION.**

This Exhibit sets forth a description and terms and conditions applicable to Qwest's international private line service as described herein (the "IPL Service" or "International Private Line Service"). The IPL Service is a high-speed digital communications service using a physical fiber optic connection between either: (a) a location in the Domestic U.S. and a Non-U.S. Location, or (b) between two Non-U.S. Locations. Qwest agrees to provide, or cause to be provided, subject to availability, IPL Services, related telecommunications capacity and ancillary services but excluding local access services (the "Facility" or "Facilities"), pursuant to the terms and conditions set forth in this Service Exhibit and in the Agreement. This Exhibit P is appended to, and subject in all respects to, the International Wholesale Services Agreement between Qwest and Customer ("Agreement"). The Agreement and this Exhibit constitute the entire agreement between Customer and Qwest with respect to the IPL Service. All terms and conditions of this Exhibit P and the Agreement entered into between the Parties shall prevail over any conditions in customer purchase orders, payments or other forms, all of which are hereby rejected. Except as set forth in this Exhibit, capitalized terms shall have the definitions assigned to them in the Agreement. All otherwise undefined technical terms appearing in this Exhibit shall be construed in accordance with their common meaning in the industry and pursuant to the terms and conditions of the Agreement and this Exhibit.

**2.0 TERM.**

If any Facility Minimum Service Term (as defined herein) for any Facility ordered hereunder extends beyond the expiration of the Term of the Agreement, it is the intention of the parties that, notwithstanding any such expiration of the Agreement, this Service Exhibit and the Agreement remain in full force and effect but only as to the Facilities so affected, and only until the expiration of each applicable Facility Minimum Service Term. All other Facilities provisioned hereunder shall cease to be provisioned by Qwest as of the latter of: (i) the expiration of the Term of the Agreement; or (ii) the expiration of the Facility's applicable Minimum Service Term. During any period of extension of this Service Exhibit, Customer shall not be eligible to place any additional service orders for Facilities, and all termination rights of Qwest under this Service Exhibit and the Agreement with respect to Facilities provisioned beyond the Term of the Agreement shall continue to apply.

**3.0 SERVICES TO BE PROVIDED BY QWEST.**

Qwest will provide the IPL Service, or cause the IPL Service to be provided, directly to Customer in accordance with this Exhibit and the Agreement. If, for regulatory or other reasons, Qwest does not provide some portion of the IPL Service itself, Customer hereby authorizes Qwest to act as Customer's agent and sole contact with any third party which Qwest may designate in its sole discretion to provide any portion of the IPL Services directly to Customer. In such an event, Qwest will present to Customer consolidated invoices for all portions of the IPL Services and remit such payments as are appropriate to any other entity providing any portion of the IPL Services. In order for Qwest to provision the IPL Services, Customer shall submit a complete and valid Service Order requesting Facilities in accordance with the terms of this Service Exhibit. Qwest reserves the right to reject any Service Order.

**4.0 OBLIGATIONS OF CUSTOMER.**

Customer shall perform those duties outlined herein, in the Agreement, and in the Service Orders. Unless otherwise agreed to by Qwest in writing, Customer shall have sole responsibility for installation, testing and operation of the interconnection Facilities, and any services and equipment other than those Facilities specifically provided by Qwest under this Service Exhibit. As used herein, the term "Interconnection Facilities" shall mean transmission capacity provided by Customer or its third party supplier to extend the Facilities provided by Qwest from a Qwest terminal to any other location (e.g., a local access telephone service provided by a local telephone company).

**5.0 CHARGES AND PAYMENT.**

Charges for the IPL Service shall be as set forth herein (see Addendum 2). Recurring charges shall be invoiced by Qwest on a monthly basis in advance and non-recurring charges shall be invoiced in arrears. If the Start of Service Date (as defined below) for any Facility falls on any day other than the first day of the month, the first invoice to Customer shall consist of: (i) the pro-rata portion of the applicable monthly recurring charge covering the period from the Start of Service Date to the first day of the subsequent month; and (ii) the monthly recurring charge for the following month. Qwest will present to Customer consolidated invoices for all portions of the IPL Service and remit such payments as are appropriate to any other entity providing any portion of the IPL Service. Customer agrees to direct all inquiries, issues and disputes regarding the IPL Services solely to Qwest.

**6.0 PROVISIONING OF SERVICES AND FACILITIES.**

6.1 Upon acceptance of a Service Order, Qwest shall notify Customer of the target date for the delivery of each Facility (the "Estimated Availability Date"). Any Estimated Availability Date given by Qwest to Customer shall be subject to Qwest's standard and expedited interval guidelines, as amended by Qwest from time to time. Qwest shall use reasonable efforts to install each such Facility on or before the Estimated Availability Date, the inability of Qwest to deliver a Facility by such date shall not be a default under this Service Exhibit or the Agreement. If Qwest fails to make any Facility available within ninety (90) calendar days after acceptance by Qwest of the Service Order with respect to such Facility (or such greater time as is set forth in the interval guidelines), Customer's sole remedy shall be to cancel the Service Order which pertains to such Facility by giving Qwest ten (10) calendar days written notice prior to delivery to Customer by Qwest; provided however, that Customer shall reimburse Qwest for any third party charges incurred by Qwest as a result of its efforts to install the Facility.

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6.2 At each point of presence, Qwest shall provide appropriate equipment in its terminal locations necessary to connect the Facilities to Customer's Interconnection Facilities. If Customer desires to install its own equipment in one or more of Qwest's terminals, and Qwest, in its sole discretion, agrees to such installation, the parties shall execute an appropriate, separate, Collocation Agreement.

6.3 Customer agrees that Customer's Interconnection Facilities shall connect to the Facilities provided by Qwest hereunder at the network interface points located in the Qwest terminals and defined in the Specifications.

6.4 For STM-1 Facilities and above, Qwest shall use reasonable efforts to order Interconnection Facilities on behalf of Customer from Customer's designated supplier, provided that Customer furnishes Qwest with an acceptable letter of agency. Customer shall be billed directly by Qwest for such Interconnection Facilities, and shall hold harmless and indemnify Qwest from any loss or liability incurred by Qwest as a result of Qwest's ordering Interconnection Facilities from any such third party provider. Customer may, at its election, but subject to Qwest's prior written approval, order its own Interconnection Facilities. Qwest reserves the right to charge a reasonable fee if Customer elects to use its own Interconnection Facilities. If any party other than Qwest provides Interconnection Facilities, then unavailability, incompatibility, delay in installation, or other impairment of Interconnection Facilities shall not excuse Customer's obligation to pay Qwest all Rates or charges applicable to the Facilities, whether or not such Facilities are useable by Customer.

6.5 Start of service for each Facility (the "Start of Service Date") shall begin on the date on which Customer accepts delivery of such Facility. Qwest shall provide notice that a Facility is ready for acceptance by delivering to Customer a Circuit Acceptance Letter, confirming that the Facility is ready for Customer's acceptance. If: (i) Customer fails to give written notice that the Facility is in material non-compliance with the applicable standard Qwest network specifications (attached hereto as Addendum 1), as may be modified from time to time by Qwest (the "Specifications") within five (5) business days after Qwest sends Customer the Circuit Acceptance Letter; or (ii) Customer places live traffic on the Facility after notification by Qwest that the Facility is available, then Customer shall be deemed to have accepted such Facility, and the Start of Service Date shall commence as of the fifth (5<sup>th</sup>) day following the date the Circuit Acceptance Letter is sent to Customer by Qwest. Following notice by Customer of material non-compliance as set forth above, Qwest shall promptly take such reasonable action as is necessary to correct any such non-compliance and shall, upon correction, notify Customer of a new Start of Service Date.

6.6 Notwithstanding anything in Section 7.5 above, Customer may delay the Start of Service Date for any Facility for up to thirty (30) calendar days from Qwest's Estimated Availability Date by written notice to Qwest at least three (3) business days prior to the date of the Circuit Acceptance Letter.

**7.0 RATES.**

7.1 Qwest shall provide the IPL Services, subject to availability from Qwest, at the rates (the "Rates") set forth in the attached Pricing Schedule found at Addendum 2.

7.2 Qwest reserves the right, upon thirty (30) calendar days prior written notice to Customer, to modify any of the Rates or charges described in this Service Exhibit. To the extent permissible by applicable law, in the event of Regulatory Activity, Qwest reserves the right, at any time upon written notice: (i) pass through to Customer all, or a portion of, any charges or surcharges directly or indirectly related to such Regulatory Activity; or (ii) modify the Rates, including any rate guarantees, and/or other terms and conditions contained in the Agreement to reflect the impact of such Regulatory Activity. Qwest may adjust its Rates or charges, or impose additional rates and charges, in order to recover amounts it may be required by governmental or quasi-governmental authorities to collect from or pay to others to support statutory or regulatory programs during the course of the Agreement.

**8.0 FACILITY MINIMUM SERVICE TERMS.**

8.1 The "Minimum Service Term" for each Facility is twelve (12) months from the Start of Service Date for each Facility.

8.2 Customer acknowledges that the Rates and charges described in Section 8 above are based on the commitment of Customer to utilize each specific Facility for a specified minimum period of time. Therefore, unless a Facility is terminated pursuant to Section 10.4 below ("Chronic Circuit Cancellation"), or this Service Exhibit is terminated for Cause by Customer, Customer shall be liable for and shall pay to Qwest all Rates, fees and charges which accrue under this Service Exhibit for each Facility for the entire Facility Minimum Service Term applicable thereto (the "Minimum Charge"), regardless of whether or not Customer utilizes all or any part of such Facility during all or any part of its applicable Facility Minimum Service Term. Upon receipt by Qwest of a request to disconnect a Facility prior to the end of the applicable Facility Minimum Service Term, Qwest shall send Customer a Circuit Disconnect Order Acknowledgement, confirming the request to disconnect the Facility and setting forth the early termination charges then due and payable. Upon termination of this Service Exhibit or any Facility for any reason other than a termination by Customer for Cause (as defined below), the total of all applicable Facility Minimum Service Terms shall be at once due and payable by Customer, regardless of whether or not all of the Facility Minimum Service Terms have expired, and may be collected by Qwest from Customer as a single amount. For purposes of this Service Exhibit, Cause shall be defined as a material breach of its obligations with respect to all or substantially all of the IPL Services provisioned hereunder not cured within thirty (30) days following written notice by Customer.

**9.0 OUTAGE CREDITS.**

9.1 Customer acknowledges the possibility of an unscheduled, continuous and/or interrupted period of time when a Facility or Facilities are "unavailable" (as defined in the Specifications) (hereafter an "Outage"). Customer shall, subject to the terms, exclusions and restrictions described herein, be entitled to receive a credit ("Outage Credit") from Qwest if, in any calendar month,



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the availability of a particular IPL Service provided to Customer by Qwest on the Qwest Network ("Circuit Availability"), falls below the percentage shown in the below credit schedule. The credit schedule provides availability objectives and related remedies solely for Circuit Availability measured between two (2) POPs ("POP-to-POP"). Circuit Availability shall be determined according to the following formula:

**Circuit Availability = 100% times**

$$1 - \frac{\text{(total minutes of Circuit Non-Availability on the Affected Circuit in a particular Calendar Month)}}{\text{(number of days in the applicable Calendar Month) x (24 hours) x (60 minutes)}}$$

POP-to-POP Availability Credit Schedule		
Facility Availability	Lower Level	Amount of Outage Credit (as a percentage of the MRCs for the Affected Facility)
<b>Upper Level</b>		
100.00%	99.86%	0%
99.85%	99.75%	5%
99.74%	99.00%	10%
98.99%	97.50%	15%
97.49%	0.00%	20%

9.2 The Outage Credit shall apply to the charges for the total mileage between end terminals of any Facility affected by an Outage; provided, however, that if any portion of the affected Facility remains beneficially used or useable by Customer between any intermediate terminals (where Customer has installed drop and insert capability) or end terminals, the Outage Credit shall not apply to that pro-rata portion of the mileage. An Outage shall be deemed to have commenced upon verifiable notification thereof by Customer to Qwest in accordance with the Trouble Ticket Procedure described in Section 10.5. Each Outage shall be deemed to terminate upon restoration of the affected Facility as evidenced by appropriate network tests by Qwest. Qwest shall give notice to Customer of any scheduled outage as early as is practicable, and a scheduled outage shall under no circumstances be viewed as an Outage hereunder.

9.3 Outage Credits shall not be granted if the malfunction of any circuit is due to:

- (a) Interruptions or times of service degradation during any period in which Qwest or its agents are not afforded access to the premises where the access lines associated with Customer's service are terminated, provided such access is reasonably necessary to prevent a degradation or to restore service;
- (b) Interruptions or times of service degradation during any period when Qwest has posted on the Qwest Web site or communicated to Customer in any other manner that Customer's service will be unavailable for maintenance or rearrangement purposes, or Customer has released the service to Qwest for the installation of a customer service order;
- (c) Interruptions or times of service degradation during any period when Customer elects not to release the service(s) for testing and/or repair and continues to use it on an impaired basis;
- (d) Interruptions or times of service degradation resulting from Force Majeure events;
- (e) Interruptions or times of service degradation resulting from Customer's use of the service in an unauthorized or unlawful manner;
- (f) Interruptions or times of service degradation resulting from a Qwest disconnect for Customer's breach of a term set forth in the Agreement;
- (g) Interruptions or times of service degradation resulting from incorrect, incomplete or inaccurate orders from Customer;
- (h) Interruptions or times of service degradation due to improper or inaccurate network specifications provided by Customer;
- (i) Interruptions or times of service degradation resulting from a failure of a carrier providing the local access circuit or tail circuits; or
- (j) Special configurations of the standard Service that have been mutually agreed to by Qwest and Customer; provided, however, Qwest may provide a separate service level agreement to Customer for those special configurations.

9.4 If Customer experiences Chronic Outages with respect to any Facility, Customer shall be entitled to terminate the affected Facility without further obligation by providing Qwest with written notice following such Chronic Outages (a "Chronic Circuit Termination"). For purposes of this Section, a Facility suffers from Chronic Outages if such Facility, measured over any thirty (30) consecutive day period, experiences: (i) more than five (5) related Outages; or (ii) more than forty-eight (48) aggregate hours of Outages.

9.5 Customer shall only be eligible for the Outage Credit described in this Section if Customer initiates and follows the following Trouble Ticket Procedure: (i) Customer enters a trouble ticket by contacting the Wholesale Network Support ("WNS") 1-866-874-6790 or 1-303-864-7303; (ii) upon receipt of contact from Customer, the WNS will open a trouble ticket and assign a trouble ticket number; (iii) once the ticket is opened, the WNS will initiate testing to determine the source of the Outage and its severity; and (iv) an Outage ends when the affected Facility is fully operational and the WNS places the trouble ticket in "RESOLVE" status. Customer bears sole and full responsibility for initiating a trouble ticket, consequently, Qwest will not pay any Outage Credits unless Customer has initiated a trouble ticket.

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9.6 In order to receive any eligible Outage Credits pursuant to this Exhibit, Customer shall, within 30 days of the WNS placing the trouble ticket in "RESOLVE" status, submit a written request to Qwest at: ATTN: Qwest Wholesale Receivables, 500 East 84<sup>th</sup> Avenue, Unit D, Thornton, Colorado 80229. The written request notice shall include: (i) the Customer's name; (ii) the Circuit identification number for the unavailable circuit; (iii) the trouble ticket number that was issued by WNS; and (iv) the amount of time of the Outage.

9.7 All approved Outage Credits shall be credited on the monthly invoice for the affected Facility following Qwest's receipt of Customer's Outage Credit request and Qwest's approval of the Outage Credit. The total of all Outage Credits applicable to or accruing in any given month shall not exceed the amount payable by Customer to Qwest for that same month for such Facility.

9.8 The Outage Credit and Chronic Circuit Termination described in this Section 10 shall be the sole and exclusive remedy of Customer in the event of any Outage or Chronic Outage, and under no circumstance shall either be deemed a default under this Service Exhibit.

**EXHIBIT P  
INTERNATIONAL PRIVATE LINE (IPL)  
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**ADDENDUM 1 – TECHNICAL SPECIFICATIONS**

**1.0 Additional Definitions.**

**Inter Office Channel (IOC):** An Inter Office Channel refers to the Qwest Communications network between the points of presence (POP).

**Optical Carrier level 1 (OC-1):** The optical signal that results from an optical conversion of an electrical STS-1 signal (51.840 Mb/s). This signal forms the basis of the interface.

**STM-1:** Optical Carrier level 3 signal operating at 155.520 Mb/s.

**STM-4:** Optical Carrier level 12 signal transmitting at 622.080 Mb/s.

**STM-16:** Optical Carrier level 48 signal transmitting at 2488.32 Mb/s.

**Point of Presence (POP):** A physical location where a long distance carrier terminates lines before connecting to the local exchange carrier, another carrier, or directly to a customer.

**SDH Transport :** Facilities associated with carrying OC-1 or higher level signals.

**Synchronous Transport Modules (STM-1):** The basic logical building block electrical signal with a rate of 155 Mb/s.

**Synchronous Transport Module level N (STM-N):** This electrical signal is obtained by interleaving N STM-1 signals together. The rate of the STM-N is N times 155 Mb/s.

**Terminating Multiplex (TM):** Provides the multiplex functions for multiplexing and demultiplexing between the E-1 or higher signal level and the SDH STM-N level.

**2.0 Interconnect Specifications.**

The following general ITU and American National ANSI standards will apply for the Service:

ITU G.703            ITU M.2100  
ITU G.821            ITU M.2101  
ITU G.826            ITU G.957  
Bellcore GR-253 (US-Interface)  
Ansi T1.105 (US-Interface)

**3.0 Acceptance Criteria.**

The acceptance criteria for circuits between Qwest POPs is to provide the performance levels shown below during a 60 minute test period. If no errors are observed during the first 15 minutes of the test, the facility may be considered acceptable. Error-Free Seconds (EFS) and Bit Error Rate (BER) are the primary measure of error performance. The general performance objectives for International Private Line services is Bit Error Rate of  $10^{-9}$ . EFS is defined as any second in which no bit errors are received and is based on the BER and the transmission speed of the Facility.

**4.0 Performance Objectives.**

E1, E-3, T-3, STM-1, STM-4, and STM-16 circuit performance will be measured using two parameters: Availability and Error-Free Seconds. The following assumptions apply to the derived data:

- (i) The circuits originate and terminate on Qwest SDH rings
- (ii) MTTR for SDH equipment: 2 hours
- (iii) MTTR for fiber optic cable: 12 hours (ITU-T Standard)
- (iv) Cable cut rate: 4.39 /year/1,000 sheath miles (ITU-T Standard)

Availability is a measure of the relative amount of time during which the circuit is available for use. According to ITU-T definitions, unavailability begins when the Bit Error Ratio (BER) in each second is worse than  $1.0 \times 10^{-3}$  for a period of 10 consecutive seconds

The availability objective for all circuits between Qwest network interface points is to provide performance levels over a twelve (12) month period as follows:

	<b>DS-1, E-1, DS-3, STM-1, STM-4, STM-16</b>
Availability %	99.86%

This excludes any access links to the Qwest digital network.

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**ADDENDUM 1 – TECHNICAL SPECIFICATIONS (cont.)**

Outages attributable to incidental damage to or severance of outside fiber optic cable plant, or scheduled maintenance is excluded from the performance objective stated above. Error-Free Seconds (EFS) and Error Seconds (ES) are the primary measure of error performance. An Error-Free Second is defined as any second in which no bit errors are received. Conversely, an Error Second is any second in which one or more bit errors are received.

**5.0     SDH.**

Synchronous Digital Hierarchy Optical Network is a family of optical transmission rates and interface standards allowing internetworking of products from different vendors. Base optical rate is 155 Mb/s. Higher rates are direct multiples.

**6.0     Qwest Broadband Service Standards Compliance.**

The following general ITU standards apply for the Qwest IPL Services: ITU G.703 , ITU M.2100, ITU G.821, ITU M.2101, ITU G.826, and ITU G.957.

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**ADDENDUM 2 -- PRICING SCHEDULE**

**All pricing is provided on an individual case basis.**

**SERVICE EXHIBIT T  
LOCAL ACCESS  
WHOLESALE SERVICES AGREEMENT**

**1.0 General.** This Service Exhibit T is appended and subject in all respects to the Agreement. Except as set forth in this Service Exhibit T, capitalized terms shall have the definitions assigned to them in the Agreement. Qwest will provide Qwest Local Access service (referred to herein as the "Service" or "Local Access Service") pursuant to the terms and conditions of the Agreement, pricing from the Wholesale Q.pricer pricing tool, and this Service Exhibit T.

**2.0 Additional Definitions.**

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

**2.2 "End User"** means Customer's members, end-users, customers or any other third parties who utilize or access the Service or the Qwest network via the Service provided hereunder.

**2.3 "Demarcation Point"** is: (a) the physical interface between the Qwest Domestic Network and the Customer telecommunications equipment, or (b) the physical interface between a third party carrier connecting the Qwest Domestic Network to the Customer's telecommunications equipment.

**2.4 "Qwest Domestic Network"** means the Qwest interexchange network or backbone located within the continental U.S. which is comprised only of physical media, including switches, circuits and/or ports that are owned and operated by (a) Qwest, or (b) a wholly or partially owned subsidiary of Qwest.

**2.5 "Qwest Point of Presence" or "QPOP"** is Qwest owned physical presence that lies directly on the Qwest Domestic Network where direct interconnection between the Qwest Domestic Network and the network of a Local Exchange Carrier ("LEC") is possible.

**2.6 "Service Address"** is the building where Customer receives the Local Access Service. Only a building that is classified by Qwest as a business address can be a Service Address. Qwest does not provide Local Access Service to residential locations or to business offices in residential locations.

**3.0 Definitions of Types of Local Access Service and Multiplexing.**

**3.1 "Local Access Service"** consists of three components: "Qwest Provided Access", "Customer Provided Access" and "Cross-Connect".

(i) "Qwest Provided Access" consists of "On-Net Circuits" and "Leased Local Loop Circuits", and is defined in Sections 3.2 and 3.3 hereof, respectively.

(ii) "Customer Provided Access" can be provided via "Dedicated Facilities" or via "Non-Dedicated Facilities", and is defined in Section 3.4 hereof.

(iii) "Cross-Connect" is defined in Section 3.5.

**3.2 "On-Net Circuit" or "On-Net Local Access Service"** means local backbone access circuits provided solely on Qwest owned and operated facilities. On-Net Local Loop Circuits are available in DS-1, DS-3, OC-3, OC-12 and OC-48 circuit types. On-Net Local Loop Circuits terminate at the common telecommunications facility or meet-me point within the Service Address.

**3.3 "Leased Local Loop Circuit(s)"** means Qwest-provided local backbone access circuits ordered and leased from another carrier (specific carrier chosen is at the sole discretion of Qwest) by Qwest, on behalf of the Customer. Leased Circuits are available in DS-0, DS-1, DS-3, OC-3, OC-12 and OC-48 circuit types.

**3.4 "Customer Provided Local Access" or "CPA"** refers to Customer ordering its own local access from a LEC to connect the Customer premises to the Qwest Domestic Network at a Demarcation Point

specified by Qwest. CPA is available via (i) "Dedicated Facilities" or via (ii) "Non-Dedicated Facilities".

(i) "Dedicated Facilities" applies when Qwest has dedicated entrance facilities leased from a LEC. The Customer must pay a CPA charge when utilizing Dedicated Facilities.

(ii) "Non-Dedicated Facilities" applies when Qwest does not have dedicated entrance facilities. No CPA charges apply.

**3.5 "Cross-Connect"** means an intra-POP connection between certain Customer facilities with direct access (e.g. via collocation or direct connection) to Qwest's Domestic Network (either located within Qwest's transport area or Qwest's collocation area) and the Qwest backbone access point. Cross-Connects must be associated with Services using the Qwest Domestic Network. Customer must have a valid Collocation Agreement with Qwest to receive Cross-Connects, unless Cross-Connects are ordered as part of a Direct Connect arrangement (pursuant to Section 3.6 hereof) or unless ordered in a Qwest supported meet-me-room.

**3.6** The aforementioned "Local Access Services" are available in "Carrier Hotels" where Qwest has a QPOP in a carrier hotel facility in DS-1, DS-3, OC-3, OC-12 and OC-48 circuit types. There are three types of Local Access Services available in Carrier Hotel Circuits: (i) On-Net, (ii) Leased Loop, and (iii) Cross-Connect.

(i) Local loops transporting Customer's traffic from the carrier hotel facilities to the Qwest POP are On-Net if the carrier hotel is located in a Qwest On-Net building.

(ii) The Carrier Hotel Circuit is considered a Leased Loop for ordering purposes if the carrier hotel requires a leased network element to get back to the QPOP.

(iii) The Carrier Hotel Circuit will be priced as a Cross-Connect (with no corresponding loop fee) if Customer is a carrier hotel customer in the QPOP collocation space or Qwest supported meet-me-room.

**3.7 "Direct Connect"** means Qwest in its sole discretion allows Customer to bring its own fiber directly to the Qwest fiber. All Direct Connects require: (i) splicing of Customer and Qwest fibers, and (ii) cross-connection of individual circuits.

(i) Direct Connect splicing can occur in the transport area within a QPOP, the Customer's collocation area, a Qwest Manhole or Handhole (ROW POPs) and a meet-me-room. Qwest will have final determination of which method will be used. Additional construction may be required. Customer must contact their Account Manager to initiate this process. Qwest will charge the Customer for any splicing or construction required, which will be determined on an individual case basis. The Customer is responsible for making arrangements with the Building Owner outside the Qwest space. Electrical connections are only permitted for Customers with their own existing conduit into the Qwest space.

(ii) Any circuits utilizing Direct Connect fiber for connectivity within the QPOP may also be subject to Cross-Connect charges. Customer may not need a Collocation Agreement with Qwest to receive Cross-Connect if ordered as part of a Direct Connect facility.

**3.8 "Ancillary Charges"** are charges for additional services that are provided pursuant to Local Access Service. These charges are used to offset additional costs associated to providing the service.

(i) "Construction" involves charges required to extend to the Customer demarcation point not covered by "Extended Wiring".

(ii) "Extended Wiring" applies to additional wiring required for orders where the Customer demarcation point is not located in the same telco cage as the Qwest assigned demarcation point.

(iii) "Local Loop Change Fee" applies to orders where the Customer premise is being moved.

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3.9 "Multiplexing" is offered by Qwest as an additional Service hereunder. At Customer's request and where available, Qwest will multiplex a Local Access Circuit for an additional charge. Qwest offers multiplexing for On-Net Circuits and Leased Circuits. For On-Net Circuit multiplexing, Qwest provides lower level circuit handoffs to Customer at a single Service Address in conjunction with a higher-level On-Net Circuit. For Leased Circuit multiplexing, Qwest facilitates the delivery of lower level circuit handoffs to Customer in multiple Service Addresses in conjunction with a higher-level Leased Circuit. Multiplexing is generally available for DS-1, DS-3, and OC-n Local Access circuits.

**4.0 Service Description.**

4.1 The Agreement, the Wholesale Q.pricer quoted price, and this Service Exhibit T constitute the entire agreement between Customer and Qwest with respect to the Service.

4.2 The Service provides the physical connection between the Service Address and the Qwest Domestic Network. The Service will include any entrance cable or drop wire to that point where provision is made for termination of Qwest's outside distribution network facilities at a suitable location at a Customer designated Service Address and will be installed by Qwest to such point of termination. The Service shall extend to and include the equipment maintained by Qwest at the termination point of the local loop at the applicable Service Address (i.e. Demarcation Point) but shall not include CPE, extended wiring, inside wiring or other equipment not maintained by Qwest at a Service Address. All equipment owned by Qwest shall remain the sole property of Qwest, and Customer expressly disclaims any right, title or interest in or to any Qwest equipment or property, or in that of any of Qwest's affiliates, Customers, agents or licensees located within the QPOP or elsewhere. The Service has only one point of termination per Service Address. Any additional terminations beyond such point of termination are the sole responsibility of Customer. Customer shall provide Qwest with Building Owner (as defined below) authorization for all On-Net building facilities, in a form reasonably acceptable to Qwest. Qwest only provides the Service to buildings that Qwest in its sole discretion has identified as business locations. Under no circumstances will Service be provided to residential addresses, even if business is conducted at such residential location. This Service is not a standalone service; Customer may purchase the Service only in connection with Customer's use of Qwest Domestic Network services. Customer warrants that at least ten percent (10%) of the voice or data traffic it will route over the Service shall be interstate in nature (i.e., shall terminate in a state other than the state in which Qwest has provisioned the Service). For standalone special access, please refer to the Metro Private Line service.

**5.0 Ordering of Local Access Services.**

5.1 Qwest shall provide the requested Service to Customer if and to the extent that the following conditions are fully satisfied: (i) Qwest receives and accepts a complete and valid Service Order Form from Customer requesting the Service in accordance with the terms and conditions of this Service Exhibit, and (ii) Qwest determines, in its sole discretion, that adequate capacity is available on the Qwest Domestic Network. Qwest reserves the right to delay, reject or terminate any Customer submitted Order Form in its reasonable discretion prior to the delivery of the ordered Service thereunder.

5.2 Upon acceptance of a complete and accurate Service Order Form, Qwest shall notify Customer of its target date for the delivery of each Service (the "Estimated Availability Date"). Qwest shall use commercially reasonable efforts to install each such Service on or before the Estimated Availability Date, but the inability of Qwest to deliver Service by such date shall not be a default under the Agreement or this Service Exhibit T.

**6.0 Term.**

6.1 Term. The term of this Service Exhibit T shall begin upon the Effective Date of the Agreement and will continue until the expiration or termination of the last to expire or terminate Service ordered pursuant to this Service Exhibit T.

6.2 Term of Service. Start of service (the "Start of Service Date") shall begin on the date on which Customer accepts delivery of such Service as provided herein. Qwest shall provide notice that a Service is ready for acceptance by delivering to Customer a circuit acceptance notification, confirming that the Service is ready for Customer's acceptance. If: (i) Customer fails to give written notice that the Service is in material non-compliance with the applicable standard Qwest network specifications, as modified from time to time by Qwest (the "Specifications") within five (5) business days after Qwest sends Customer the circuit acceptance notification; or (ii) Customer places live traffic on the Service after notification by Qwest that the Service is available, then Customer shall be deemed to have accepted such Service, and the Start of Service Date shall commence as of the fifth (5<sup>th</sup>) business day following the date the circuit acceptance notification is sent to Customer by Qwest. Following notice by Customer of material non-compliance with the Specifications as set forth above, Qwest shall promptly take such reasonable action as is necessary to correct any such non-compliance in the Service and shall, upon correction, notify Customer of a new Start of Service Date. The term of any Service begins on the Start of Service Date and continues for a minimum of twelve (12) months from the Start of Service Date for all Local Access Services ("Minimum Service Term"). The Minimum Service Term plus any additional time period agreed upon in the Qwest accepted Service Order Form is the "Service Term". Upon expiration of any Service Term, such Service shall automatically renew on a month to month basis under the terms and conditions of this Service Exhibit T at the then current rates for such Service. Any such automatic renewal term shall also be referred to as the "Service Term." Upon written notice to the other party at least thirty (30) days prior to the conclusion of any such Service Term, either party may terminate the Service associated with this Service Exhibit T.

**7.0 Termination.**

7.1 On-Net Circuit Cancellation Prior to Acceptance. If Customer cancels an On-Net Circuit for which no special construction by Qwest is necessary (a) within five (5) business days of placing the order with Qwest, but prior to the Estimated Availability Date, then Customer agrees to pay Qwest a five hundred dollar (\$500) cancellation charge, or (b) after the fifth (5<sup>th</sup>) business day of placing the order with Qwest but prior to the Estimated Availability Date, then Customer agrees to pay one (1) month's monthly recurring charges for DS-0 and DS-1 Service, or six (6) months' monthly recurring charges for DS-3 and OC-n Service. If Customer cancels at any time prior to the Estimated Availability Date an On-Net Facility for which special construction is required, Customer shall pay the termination charges for such On-Net Circuit set forth in Section 7.3 below.

7.2 Leased Circuit Cancellation Prior to Acceptance. If Customer cancels a Leased Circuit for which no special construction by Qwest is necessary (a) within five (5) business days of placing the order with Qwest, but prior to the Estimated Availability Date, then Customer agrees to pay Qwest a five hundred dollar (\$500) cancellation charge, or (b) after the fifth (5<sup>th</sup>) business day of placing the order with Qwest but prior to the Delivery Date, then Customer agrees to pay one (1) month's monthly recurring charges for DS-0 and DS-1 Service, or twelve (12) months' monthly recurring charges for DS-3 and OC-n Service. If Customer cancels at any time prior to the Estimated Availability Date, a Leased Circuit for which special construction is

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required, Customer shall pay the termination charges set forth in Section 7.3 below.

**7.3 Termination After Acceptance.** If Customer terminates this Service Exhibit or a particular Service prior to the conclusion of the Service Term of the Service, or Qwest terminates the Agreement in accordance with this Agreement, Customer shall pay: (a) all accrued and unpaid charges for the terminated Service provided through the effective date of such termination; (b) the amount of any non-recurring charges that Qwest discounted or waived; (c) all installation or construction costs and expenses incurred by Qwest to install such Service, if applicable; and (d) a Service Termination Charge (as set forth hereinafter). The applicable "Service Termination Charge" for Services not requiring special construction is (i) one hundred percent (100%) of the balance of the monthly recurring charges that otherwise would have become due for the unexpired portion of the first twelve (12) months of the Service Term, if any, for the canceled Service, plus (ii) thirty-five percent (35%) of the balance of the monthly recurring charges that otherwise would have become due for the unexpired portion of the applicable Service Term, if any, other than the first twelve (12) months of the Service Term. The applicable "Service Termination Charge" for Services requiring special construction is one hundred percent (100%) of the balance of the monthly recurring charges that otherwise would have become due for the unexpired portion of the Service Term.

**7.4. On-Net Circuit Upgrades.** Subject to the conditions specified herein, Customer may request an upgrade ("Upgrade Circuit") to Customer's existing On-Net Circuit ("Original On-Net Circuit"), which has been installed, accepted and in service for a minimum of six (6) consecutive months provided that: (i) the available capacity for Upgrade Service exists at the time of the request, as determined by Qwest in its sole discretion, (ii) the monthly recurring charge (MRC) after eligible discounts for the Upgrade Circuit is at least fifteen percent (15%) greater than the MRC of the Original Circuit, (iii) the Service Term for the Upgrade Circuit is equivalent to or greater than the Service Term ordered for the Original Circuit being replaced, (iv) the Order Form for the Upgrade Circuit is placed simultaneously with the Service Order to disconnect the Original Circuit, and (v) the Upgraded Circuit must be installed within thirty (30) calendar days of the date of the termination of the Original Circuit. If Qwest accepts the Order Form for Upgrade Circuit and the foregoing conditions are met, Customer shall not be required to pay any termination liability for the Original Circuit pursuant to Section 7.1 or 7.3 hereunder.

**8.0 Charges and Payment.**

- (a) Customer shall pay the rates and charges set forth in the applicable Order Form (based upon pricing from Qwest's Q.pricer local access pricing tool) for each Local Access Service. For all Local Access Services for which pricing is unavailable on Qwest's Q.pricer local access pricing tool (including but not limited to special construction, etc.), Customer shall pay all rates and charges as set forth in the special pricing Attachment T-2 hereto. If during the provisioning of Service, Qwest incurs additional non-recurring charges to provide the Service, Qwest shall notify Customer of such additional charges. Within twenty-four (24) hours, Customer shall notify Qwest that: (i) Customer wishes to cancel the applicable Order Form (without further liability under Section 7.2 hereof); or (ii) that Customer shall pay such additional non-recurring charges.
- (b) CPA charges, when applicable, are available using Q.pricer.
- (c) Unless otherwise set forth in Attachment T-2 attached hereto, cross connect pricing quotes related to direct connect services must be obtained by Customer using Q.pricer.
- (d) Ancillary Charges may apply to Services hereunder and shall be obtained by using Q.pricer, except that all Construction charges shall be determined on an individual case basis.

- (e) Charges for Multiplexing Services hereunder shall be determined on an individual case basis as agreed upon in Attachment T-2 attached hereto.

**9.0 Miscellaneous.**

**9.1 Customer Provided Access.** For Customer Provided Access, Customer will select its carrier and pay that carrier directly for all costs associated with the local access interconnection and access-related charges imposed by the carrier (including without limitation, installation charges). Customer's chosen carrier shall terminate the local access circuit at the nearest Qwest network access point, to be designated by Qwest and at a termination point designated by Qwest. Customer Provided Access ("CPA") monthly recurring charges ("CPA Charges") may apply when the Customer elects to order its own local access from another carrier. CPA Charges will apply when the Customer orders its own local access from a LEC to connect the Customer premises to the Qwest Domestic Network and the circuit is provisioned on a Qwest dedicated circuit from the Qwest POP Serving Wire Center ("SWC") to the Qwest POP. CPA charges will be waived when the Customer's local access circuit rides a non-dedicated entrance facility, not controlled by Qwest, to connect the Qwest POP SWC to the Qwest POP. The Customer must identify the local access carrier at the time of order. Qwest will notify the Customer during the service order process if the CPA Charges will apply. If Customer multiplexes or subrates any Customer Provided Access and provides such services to third parties, then Customer shall provide to Qwest all information Qwest requests to maintain its network. Such information includes but is not limited to, all customer design and billing account information to enable Qwest to issue necessary Access Service Requests to perform the requested maintenance and/or rearrangements. Customer shall provide such information to Qwest within thirty (30) days of Qwest's request for the information.

**9.2 Termination of CPA.** Customer acknowledges that Qwest cannot disconnect or terminate Customer ordered CPA. Therefore, in order for Qwest to process a Customer disconnect Order Form for Services provided under the Agreement for which Customer arranges associated CPA (the "CPA Associated Service"), Customer must first provide Qwest with the written Disconnect Firm Order Confirmation ("DFOC") notice(s) from the respective CPA carrier. If Customer fails to provide Qwest with the DFOC, then Customer shall remain liable for all applicable rates, fees and charges for the CPA Associated Service, regardless of whether or not such CPA Associated Service is useable by Customer, until such time that Customer furnishes the required DFOC (even if such time extends beyond the originally scheduled Service Term for the CPA Associated Service) or terminates the associated CPA with the local access carrier.

By execution hereof, Customer hereby authorizes Qwest to disconnect the CPA or to require the CPA carrier to do the same (i) in the event that Customer fails to comply with the above condition to provide Qwest with the appropriate written DFOC notice within thirty (30) calendar days from receipt by Qwest of the disconnect Order Form for the CPA Associated Service, or (ii) in cases where Qwest disconnects Customer for non-payment or material breach of any Service Exhibit or the Agreement.

**9.3 Controlling Document.** In the event of a conflict between the terms of this Service Exhibit and the terms of the Agreement or any other Service Exhibit, the terms of this Service Exhibit T shall control.

**9.4 Building Owner.** CUSTOMER EXPRESSLY WAIVES ALL CLAIMS AGAINST THE OWNER OF AN ON-NET FACILITY (OR ITS SUCCESSOR(S) IN INTEREST) ("BUILDING OWNER") WITH RESPECT TO ANY CESSATION OR INTERRUPTION OF THE SERVICE ON QWEST OWNED AND OPERATED FIBER OPTIC LOCAL LOOPS FROM THE QPOP TO THE DEMARCATION POINT.



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INCLUDING, WITHOUT LIMITATION, A CLAIM OF DEFAULT OR CONSTRUCTIVE EVICTION BY BUILDING OWNER UNDER ANY LEASE OR OTHER AGREEMENT BETWEEN CUSTOMER AND BUILDING OWNER UNLESS OTHERWISE AGREED UPON BETWEEN CUSTOMER AND BUILDING OWNER.

**9.5 Cross-Connect Transmission Levels.** Transmission (DSN and OCN) levels and quality of signal transmission must be such as to not damage or otherwise harm or degrade Qwest facilities or network(s). Transmission signals must not cause alarms on the Qwest network. Customer represents and warrants that any Cross-Connects purchased hereunder shall be used for cross connects at such signal level as specified in the associated order form, and shall operate within the electrical or optical characteristics for such signal levels in accordance with industry and Qwest standards for the same (which Qwest standards shall be provided upon written request). Customer will use its best efforts to ensure a prompt response time for Cross-Connect failures on Customer's side of the demarcation point, and any such failure on Customer's side of the Cross-Connect shall not give rise to outages or outage credits pursuant to any Service Exhibits under the Agreement.

**10. Outage Credits**

**10.1 Service Level Agreement.** The On-Net Local Access Service is subject to the following availability service level agreement ("Service Level Agreement") that is effective as of the first day of the second month after initial installation of a particular On-Net Circuit. Customer shall, subject to the terms, exclusions and restrictions described herein, be entitled to receive from Qwest a credit if the availability ("Circuit Availability") of a particular On-Net Local Access Service for any calendar month falls below the percentage shown in the credit schedule included in this section. Qwest shall guarantee the Circuit Availability only to the point to which Qwest can perform remote loop-back testing, even if the Demarcation Point extends past such testing point. An ON-Net Circuit shall for purposes of this document be deemed to be unavailable to Customer only if the On-Net Circuit ("Affected Circuit") is subject to an interruption (other than as noted in Section 10.5 hereinafter) that results in the total disruption of the On-Net Local Access Service ("Outage"). The credit ("Outage Credit") to which Customer may be entitled under this section shall be equal to the applicable Circuit Availability Percentage (identified in the table below) of Customer's monthly recurring charges (MRCs) for the Affected Circuit after application of any credits or discounts ("Eligible Circuit Charges"). The Outage Credit shall not include credits on any other monthly recurring charges charged to Customer for any other service. Qwest does not provide Outage Credits for Leased Circuits.

The applicable Circuit Availability Percentage is calculated as follows:

$$\left[ \frac{[(\text{Number of days in Calendar Month} \times 24 \times 60) - (\text{Minutes of Outage on Affected Circuit in Calendar Month})]}{[(\text{Number of days in Calendar Month} \times 24 \times 60)]} \right] \times 100$$

**10.2 OUTAGE CREDIT SCHEDULE FOR ON-NET FACILITIES.**

% Circuit Availability	Minutes of Outage	Credit Applicable
100%	99.999	Less than 1
<99.999	99.99	>1 to 4
<99.99	99.9	>4 to 43
<99.9	99.5	>43 to 216
<99.5	Below	>216

For purposes of measuring Customer's Circuit Availability, the Qwest Trouble Management System determines the number of full minutes of an Outage. The length of each Outage shall be calculated in minutes.

An Outage shall be deemed to have commenced upon verifiable notification thereof by Customer to the Qwest Trouble Management System, or, when indicated by network control information actually known to Qwest network personnel, whichever is earlier. Each Outage shall be deemed to terminate upon restoration of the Affected Circuit as evidenced by appropriate network tests by Qwest.

**10.3 Chronic Outages.** An On-Net Circuit suffers from Chronic Outages if such On-Net Circuit, measured over any calendar month, experiences more than five unrelated (5) Outages, or more than forty-eight (48) aggregate hours of Outages. Subject to Sections 10.2 and 10.3 below, Customer may as its sole and exclusive remedy for Chronic Outages, upon thirty (30) days' prior written notice to Qwest, terminate the affected On-Net Circuit without further obligation.

**10.4 Outage Credit Terms and Conditions**

- (a) To be eligible for an Outage Credit under the Service Level Agreement, Customer must, in addition to complying with the other terms included herein, (i) be in good standing with Qwest and current in its payment obligations under the Agreement and (ii) submit necessary supporting documentation and request reimbursement or credits hereunder within thirty (30) days of the conclusion of the service month in which the Outage upon which the Outage Credit request is based occurs. In the event Customer fails to comply with the condition set forth in the immediately preceding sentence, Customer shall, with respect to that remedy, have waived its right to such remedy.
- (b) Qwest shall not process Outage Credits for the objective included in the Service Level Agreement less than \$25.00 per Affected Circuit for any Calendar Month
- (c) In no event shall Qwest provide Outage Credits to Customer for an Affected Circuit that exceeds one hundred percent (100%) of the monthly recurring charge for the Affected Circuit or the stated applicable maximum credit percentage.
- (d) Qwest will determine the Outage Credits provided to Customer by totaling the eligible Outage minutes throughout the Calendar Month on an Affected Circuit, subject to the restrictions and exclusions herein.
- (e) The remedies included in this document are Customer's sole and exclusive remedies for disruption of the Service and shall apply in lieu of any other service interruption guarantee or credit, outage guarantee or credit or performance credit for which Customer might have otherwise been eligible.

**10.5 Restrictions and Exclusions.**

An Outage shall not be deemed to have occurred in the event that the On-Net Circuit is unavailable or impaired due to any of the following:

- (a) Interruptions on an On-Net Circuit that is not an "Accepted Circuit" where an Accepted Circuit is one that Qwest and Customer have tested and mutually agree is working as ordered following provisioning of an order or change order;
- (b) Interruptions caused by the negligence, error or omission of Customer or others authorized by Customer to use or modify Customer's service;
- (c) Interruptions due to failure of power at Customer premises or failure or poor performance of Customer premise equipment;
- (d) Interruptions during any period in which Qwest or its agents are not afforded access to the premises where the access lines associated with Customer's service are terminated, provided such access is reasonably necessary to prevent a degradation or to restore service;
- (e) Interruptions during any period when Qwest has posted on the Qwest Web site or communicated to Customer in any other manner that Customer's service will be unavailable for Scheduled Maintenance or rearrangement purposes, or Customer has

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released the service to Qwest for the installation of a Customer Service Order;

- (f) Interruptions during any period when Customer elects not to release the Circuit for testing and/or repair and continues to use it on an impaired basis;
- (g) Interruptions resulting from Force Majeure Events;
- (h) Interruptions resulting from Customer's use of Local Access Service in an unauthorized or unlawful manner;
- (i) Interruptions resulting from a Qwest disconnect for Customer's breach of a term pursuant to which Qwest is providing the Local Access Service to Customer;
- (j) Interruptions resulting from incorrect, incomplete or inaccurate orders from Customer (including without limitation Customer's over subscription of circuits);
- (k) Interruptions due to improper or inaccurate network specifications provided by Customer;
- (l) Special configurations of the standard Local Access Service that have been mutually agreed to by Qwest and Customer; provided, however, Qwest may provide a separate service level agreement to Customer for those special configurations.

**11. Scheduled Maintenance**

11.1 Qwest shall provide the Customer with reasonable notification of service-affecting activities that may occur in the normal operation of their business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements, routine preventative maintenance and major switching machine changeout. Generally, such activities are not individual customer service specific, they affect many customer services. No specific advance notification period is applicable to all service activities.