

virtue of any prior or subsequent such occurrence.

**Entire Agreement**


This Amendment (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of this Amendment and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of this Amendment.

**Reservation of Rights**

Nothing in this Agreement shall be deemed an admission by Qwest or CLEC concerning the interpretation or effect of the rates, terms or conditions for the subject matter contained in this Amendment or an admission by Qwest or CLEC that the rates, terms or conditions should not be changed, vacated, dismissed, stayed or modified. Nothing in this Amendment shall preclude or estop Qwest or CLEC from taking any position in any forum concerning the proper rates, terms or conditions or concerning whether the rates, terms or conditions should be changed, vacated, dismissed, stayed or modified.

IN WITNESS WHEREOF, the Parties intending to be legally bound, have executed this Amendment as of the dates set forth below.

**MCI WorldCom Communications, Inc.**

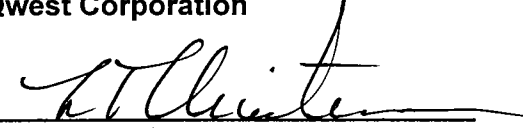
  
Authorized Signature

MARCEL HENRY  
Name Printed/Typed

VP  
Title

7/24/03  
Date

**Qwest Corporation**

  
Authorized Signature

L. T. Christensen  
Name Printed/Typed

Director - Business Policy  
Title

8/1/03  
Date