

BUSINESS ESCALATION AGREEMENT

This Business Escalation Agreement (“Agreement”) is entered into this 20th day of February, 2004, by and between Qwest Corporation, a Colorado corporation (“Qwest”) and MCI WORLDCOM Network Services, Inc. and its affiliates (“MCI”), on behalf of themselves and their affiliates and subsidiaries, for consideration of the mutual promises herein and other good and valuable consideration. The parties agree to: (1) arrange Executive-Level meetings as necessary between executives of each company to address unresolved and/or anticipated business issues; and (2) establish and follow escalation procedures designed to facilitate and expedite business-to-business dispute solutions.

1. EXECUTIVE-LEVEL MEETINGS

Beginning upon the date of full execution of this Agreement, the parties agree to attend and participate in executive meetings as necessary, the purpose of which will be to address and discuss issues, open items or disputes, and future business needs. The participants in the meeting will include executives from both companies at the vice-president and/or above level.

2. BUSINESS ESCALATION PROCEDURES

The parties wish to establish an improved business-to-business relationship and agree that they will attempt to resolve business issues that may arise between them, in accordance with the escalation procedures set forth herein. The parties agree, subject to any subsequent written agreement between the parties, to: (1) utilize the following escalation process and time frames to resolve such disputes; (2) commit the time, resources and good faith necessary to meaningful dispute resolution; (3) grant to one another, at the request of the other party, reasonable extensions of time at Levels 1 and 2 of the dispute resolution process to facilitate a business resolution.

Level	Participants	Time frame for discussions
LEVEL 1	Directors	15 business days
LEVEL 2	Vice Presidents	10 business days
LEVEL 3	Senior and/or Executive Vice Presidents	5 business days

In the event mutually agreeable resolution is not achieved, either party may seek legal, regulatory, or other relief.

Notwithstanding the above escalation procedures, the parties expressly reserve the right to pursue legal, regulatory, and/or other relief at any time before any court, administrative agency, or other body as each party, in its sole discretion, deems appropriate or necessary to protect its interests. In the event either party avails itself of such right to relief, the other party may, to the extent feasible, accelerate the escalation process so as to reach Level 3 prior to the time at which a responsive filing would be required of that party.

If reporting or filing obligations or requirements are imposed upon Qwest by any third party or regulatory agency in connection with this Agreement, MCI 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 MCI in this regard. MCI also acknowledges that Qwest may, in its sole discretion and to the extent that Qwest determines that this Agreement contains an ongoing term of interconnection, file this Agreement with a state commission pursuant to 47 U.S.C. § 252.

In the event either party pursues legal, regulatory, or other relief, both parties agree that they will continue to use this escalation process in an attempt to continue to seek settlement of that dispute and other disputes that may exist at that time or subsequently arise between the parties.

If the parties agree with the terms set forth above, they will each execute a copy of this Agreement in the signature spaces provided on the last page. Upon signature of both parties, the parties will be bound as of the date set forth above by the terms set forth herein, through March 31, 2007. This Agreement may be executed in counterparts and exchanged by facsimile.

Qwest Corporation

MCI WORLDCOM Network
Services, Inc. and its affiliates

By: _____
Signature

By: _____
Signature

Printed Name

Printed Name

Its: _____
Title

Its: _____
Title