

Contract No.

QWEST DSL VOLUME PLAN AGREEMENT

This Qwest DSL Volume Plan Agreement ("Agreement") is by and between _____ ("Customer") and Qwest Corporation ("Qwest") for participation in the Qwest DSL Volume Plan ("Volume Plan"). This Agreement may refer to Customer and Qwest individually as a "Party," and collectively, as "Parties."

1. SCOPE AND DESCRIPTION OF SERVICE.

1.1 Qwest shall provide the Volume Plan to Customer in accordance with the terms and conditions of this Agreement and Qwest's FCC1 Access Service Tariff ("Tariff"), which is incorporated herein by this reference. Qwest shall provide Qwest DSL Service ("Service") to Customer, including Qwest DSL lines. The Service will allow Customer to offer high-speed, Internet access to Customer's ISP customers and other end users (individually an "End User," and collectively, "End Users") using Qwest as the underlying DSL provider. Customer shall comply with the Tariff and be responsible for all aspects of End User acquisition (marketing, and loop qualification, etc.), ordering, fulfillment, and End-User management (End-User billing, trouble reporting, and repair calls, etc.).

1.2 By participating in the Volume Plan, Customer will receive volume discounts based on the number of active and billable Qwest DSL lines.

1.3 Both Parties agree that Customer shall be considered the consumer of any products and services sold by Qwest under this Agreement, and that this Agreement is not subject to any resale discounts.

2. TERM.

2.1 This Agreement shall commence on the date on which it is executed by Qwest following Customer's execution of this Agreement ("Effective Date"), and it expires on the third anniversary of the "Enrollment Date," which is the date on which Customer's first order is completed by Qwest within Qwest's standard delivery interval ("Term"). The date on which the necessary circuits and systems are installed, tested, and operational to allow Customer to place DSL orders with Qwest electronically shall be called the "Operational Date." The "necessary circuits and systems" means the installation of at least one DSL Host service location and the required circuits and interfaces to complete loop qualifications and issue orders through a Qwest-specified ordering tool.

2.2 The twelve (12) month period to reach the first volume tier will begin on the Enrollment Date. Qwest agrees to use commercially reasonable efforts to meet an Operational Date of _____, assuming that Customer completes and submits to Qwest both the Customer Profile (as defined in Subsection 5.4) and the VISIP Quarterly Forecast (as defined in Subsection 5.3), within ten (10) business days of the Effective Date. If Qwest becomes aware that it will not meet the Operational Date for any reason, including Customer's failure to deliver the Customer Profile or the VISIP Quarterly Forecast as required, it will notify Customer in writing of a new projected Operational Date. Customer shall place its first order within thirty (30) days of the Operational Date. If Customer fails to place such an order, the thirty-first (31st) day subsequent to the Operational Date shall be the Enrollment Date. If Qwest fails to complete within its standard delivery interval a first order placed within thirty (30) days of the Operational Date, a new Operational Date shall be established by Qwest, and Customer shall place its next order within thirty (30) days of this new Operational Date. This process shall be repeated until the Enrollment Date is set. Once the Enrollment Date is established, the Parties shall issue an Amendment to this Agreement to document the Enrollment Date.

2.3 If Customer wishes to continue to participate in the Volume Plan after the Term, a new agreement with Qwest must be executed.

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3. CHARGES AND BILLING.

3.1 Exhibit 1, incorporated herein by this reference, lists the standard Qwest DSL Subscriber pricing (pre-tax) as well as the volume discount options Customer may receive based on the number of DSL lines Customer orders and installs. Customer will be eligible for only one of the discount plans, and Customer shall select the discount plan by checking the appropriate box below. The discounts will apply only to the monthly recurring charge ("MRC"), and will not apply to any nonrecurring charge ("NRC"). Customer is not eligible to participate in any DSL regulated promotions during the Term. During the first twelve (12) months following the Enrollment Date, Customer agrees to order and install the number of active, billable, Qwest DSL lines required by its discount plan selection below. Additional commitments may apply as provided in Exhibit 1, depending on the discount plan.

- Basic Discount Option (15,000 Qwest DSL lines)
- Volume Commitment Option I (¹ Qwest DSL lines X 25% =)

3.2 In addition to such MRCs and NRCs, Customer is responsible for all Taxes assessed in connection with the Volume Plan and the Service. "Taxes" means any and all applicable foreign, federal, state and local taxes, including without limitation, all use, sales, value-added, 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 Qwest or Customer, with respect to the Volume Plan and the Service, but excluding any taxes based on Qwest's net income. Qwest will not charge Customer for Taxes if Customer provides appropriate tax exemption certificates to Qwest. Customer will indemnify and pay Qwest for any tax assessment, penalties, and interest if any exemption certificate provided to Qwest by Customer is found invalid by a tax jurisdiction.

3.3 Customer shall pay each invoice within thirty (30) days of its receipt of the invoice. Late payments are subject to a late charge as specified by the Tariff, and if there is no such rate specified therein, the late charge shall be equal to one and one half percent (1½%) per month or the maximum allowed by law, whichever is less. The Volume Plan does not include customer premises equipment ("CPE"), and all prices for Service under this Agreement will be offered and charged to Customer independently from and regardless of Customer's purchase of any CPE or other services from Qwest. Customer's payment obligations are not contingent upon Customer's ability to collect payments or charges from any third party (including, without limitation, any End Users, affiliates, agents, brokers, or resellers).

3.4 Qwest reserves the right to modify the rates and charges, and change the Volume Plan, however, any percentage discount available to Customer under the Volume Plan may not be modified during the Term except as specifically provided herein. The rates and charges contained herein may change as required by the Tariff.

4. SERVICE CHANGES.

4.1 Customer may request additions/deletions to the Volume Plan or Service, and Qwest may supply such additions/deletions to Customer, subject to the following conditions: a) Qwest commercially offers such additions/deletions and necessary facilities are technically and practicably available; and b) the charges for the additions/deletions will be at the rates in effect for the Volume Plan at the time of such additions/deletions and which correspond to the remaining portion of the Term.

4.2 An additional NRC applies when Customer changes a Qwest DSL Host port speed after Qwest DSL Host service is established, or when Customer requests a change in speed for an End User. The

¹ Minimum 60,000 DSL lines.

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charges for these changes will be the then-current Tariff rates at the time the change is made. Current Tariff rates are shown in Exhibit 1.

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5. CUSTOMER OBLIGATIONS.

5.1 It will be the sole responsibility of Customer to market, advertise and promote its product to potential End Users. Qwest will have no direct business contact with any End Users, except as stated in Subsection 5.15. Customer may represent the DSL lines as its own, and brand the service accordingly.

5.2 Customer will establish 'Restricted' Qwest DSL Host Service in all LATAs where Customer wishes to purchase Qwest DSL lines as defined in the Tariff. A 'Restricted' Qwest DSL Host customer is one that is responsible for placement of all of its own end-user orders and is not available for selection as a host by a public end user.

5.3 Customer shall provide Qwest a quarterly DSL line forecast by state, city, and month on a twelve (12) month rolling basis ("VISP Quarterly Forecast").

5.4 Customer shall complete and return to Qwest the customer profile form provided by Qwest to Customer ("Customer Profile").

5.5 Customer will receive qualified loop data electronically. Customer may perform real-time loop qualifications for individual End Users.

5.6 Customer will submit orders for Qwest DSL lines electronically. The customer of record for the Service will be Customer. The customer of record for the voice line will be the End User.

5.7 Customer shall provide to End Users CPE qualified by Qwest to work with the Qwest DSL network. Upon request, Qwest will provide to Customer a list of qualified CPE.

5.8 Qwest agrees to perform CPE qualification testing for Customer on one modem model at no charge. Customer shall pay Qwest Fifteen Thousand U.S. Dollars (\$15,000.00) for each additional modem model/version qualification testing requested by Customer. This charge is payable prior to qualification testing and it will not be refunded regardless of the outcome of the test.

5.9 Customer shall be responsible for providing technical support to the End User after the Qwest DSL line has been installed. Technical support shall mean providing general product information, collecting technical problem information, screening customer support requests, problem isolation, configuration support, and defect determination. Customer will show a continuing and resolute effort to direct End Users to call only Customer's designated, support centers. Failure to make such an effort shall constitute a material breach of this Agreement. Qwest's responsibility is to support Customer as provided in Section 6, and therefore, Qwest will direct any and all End-User calls placed to a Qwest DSL support center back to Customer's designated, support centers.

5.10 Customer will be responsible for billing its End Users for Service. End Users will contact Customer for all billing questions or disputes related to Service.

5.11 Customer will designate a point of contact(s) other than Qwest for use by End Users for all troubleshooting and repair issues related to Service.

5.12 Subject to Subsection 5.13, Customer agrees to use the standard Qwest Business-to-Business electronic, user interface. Customer shall access such Graphical User Interface ("GUI") via its Web browser and the Internet. Customer may use this interface for, among other things: ordering, billing, loop qualification, and repair ticketing. The GUI is provided as the basic, transaction method for Volume Plan customers, and thus, no charges, except for any applicable termination charges, apply for use of this interface.

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5.13 Customer may choose an Extensible Markup Language ("XML") electronic interface instead of the GUI. The XML interface includes multiple transaction Application Plan Interface ("API") gateways associated with ordering, billing, loop qualification and repair ticketing. Qwest will provide Customer detailed specifications for these API gateways upon request. Customer is responsible for developing its interface to the API gateways prior to launch. Customers who choose the XML Interface Option will incur the following charges: (a) A one-time, setup fee of Three Hundred Fifty Thousand U.S. Dollars (\$350,000.00) (which includes documentation, training, and two rounds of end-to-end testing); and (b) A fee of Twenty-Five Thousand U.S. Dollars (\$25,000.00) for each additional end-to-end test (if additional testing is requested or required by Qwest).

5.14 If Customer requires services not included in the Volume Plan and Qwest agrees to supply such services, the Parties shall prepare and execute a written amendment to this Agreement, describing such services and all applicable terms and conditions, including pricing.

5.15 Customer will submit repair tickets for Qwest DSL lines electronically. Customer shall allow Qwest technicians to contact Customers' end users if Qwest deems it necessary for purposes of troubleshooting a Customer-initiated, repair request.

5.16 Customer's use of the Service and participation in the Volume Plan shall comply in all material respects with all applicable foreign, federal, state or local laws or regulations, including obtaining any applicable licenses, approvals, and regulatory authority for its use of the Service. Customer agrees to defend, indemnify and hold harmless Qwest, its affiliates, and contractors from any and all third party claims, liabilities, costs and expenses, including reasonable attorneys' fees, arising from or related to use, resale or modification of Service by Customer or End Users.

6. QWEST OBLIGATIONS.

6.1 Qwest will provide Customer qualified loop data and the capability to perform real-time loop qualifications for individual End Users.

6.2 Qwest will process orders submitted by Customer in Qwest's prevailing, standard, delivery interval, which is five (5) business days currently. If Customer submits a valid, qualified order for Service in a service area in which Qwest offers Service under this Agreement, and for reasons other than the fault of Customer the order is either (a) not accepted into Qwest's system, or (b) accepted, but not processed within Qwest's prevailing, standard, delivery interval, then Customer will receive credit for such order towards Customer's volume commitments hereunder, as if such order were an active, billable port.

6.3 Qwest will provision Service for Customer on the End User's voice line only when the End User has a Qwest-provided voice line that qualifies for Service.

6.4 Qwest will provide Customer the ability to monitor the status of orders Customer has placed. Qwest will not provide order status to the End User. Qwest will also supply access to basic Qwest proprietary systems related to Qwest DSL line diagnostics as available in certain Qwest central offices, including access to network diagnostic data. Although Qwest will not charge for access to the systems and services described in this Section at present, Qwest reserves the right to charge for access to these systems and services in the future, including any enhancements thereto. Customer will purchase all necessary interconnection/transport services associated with connecting to Qwest's systems.

6.5 Qwest will bill Customer for all Qwest DSL lines that Customer has ordered, which are installed and operational. The bill provided to Customer will include the total number of subscribers, the telephone number of each subscriber, the Service price for each telephone number, and the discount awarded to Customer (based on the number of Qwest DSL lines Customer has installed and the discount program selected).

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6.6 If Customer has a good-faith dispute concerning its bill, Customer will notify Qwest of its concerns, and Qwest will provide Customer with appropriate information to explain and/or justify the bill.

6.7 Qwest will repair Service at the End User's location if it is determined that problems with the End User's Service are the responsibility of Qwest. If Qwest determines that the trouble at the End User's location was not Qwest's responsibility, Customer will be billed for all costs incurred by Qwest.

7. **JOINT OBLIGATIONS.** Qwest and Customer will confer as reasonably necessary to track and analyze key DSL metrics, ensuring timely provisioning and maintenance with respect to Customer's purchase of Service as well as Customer's progress toward meeting subscriber commitments.

8. **TERMINATION.**

8.1 Qwest may (a) immediately suspend all or any part of the Service, and/or (b) terminate this Agreement (effective after the applicable notice period): (i) for Cause (as defined herein); or (ii) upon written notice if Customer becomes or is declared insolvent or bankrupt or is the subject of any proceedings related to its liquidation, insolvency or for the appointment of a receiver or similar officer for it. "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 default by Customer, upon five (5) calendar days written notice, or (b) in the event of any other general default, upon thirty (30) calendar days, written notice to the other Party. Customer may terminate this Agreement for Cause. If Customer terminates this Agreement for Cause prior to the conclusion of the Term, then Customer shall remain liable for charges accrued but unpaid as of the termination date. If, prior to the conclusion of the Term, this Agreement is terminated, in whole or in part, either: (a) by Customer for any reason other than Cause, or (b) by Qwest pursuant to this Subsection, then Customer shall pay for all accrued and unpaid charges for Services provided through the effective date of such termination plus the cancellation charges, termination liabilities, and rate adjustments described in Section 8.

8.2 If termination of this Agreement occurs prior to Customer ordering and Qwest accepting one hundred (100) orders and during the first (60) days following the Enrollment Date, cancellation charges shall be those reasonable costs incurred by Qwest through the date of termination, plus any other cancellation charges described herein.

8.3 If Customer selects the Basic Discount Option, it shall comply with the Basic Discount Option DSL line commitment described in Section 1 of Exhibit 1. If Customer fails to meet this commitment, Qwest shall have the right to terminate Customer's participation in the Volume Plan, and Customer shall pay to Qwest 100% of the total accumulated discount credited to Customer for the year at issue plus a ten percent (10%) surcharge on such discount. Such termination charge is due and payable within thirty (30) days of the invoice date. Such termination of participation in the Volume Plan shall not result in the disconnection of Service to End Users.

8.4 If Customer selects the Volume Commitment Option 1, it shall comply with the Volume Commitment Option 1 DSL line commitment described in Section 2 of Exhibit 1. If Customer fails to meet this commitment, Qwest shall adjust Customer's enrollment in the Volume Plan and the discounts granted Customer, as follows: (a) Customer will be placed into the Basic Discount Option and will be subject to its terms, including the requirement to have a minimum of 15,000 active and billable Qwest DSL lines by the end of the twelve (12) month period commencing on the Enrollment Date; (b) the appropriate discount from the Volume Plan Discount Table will be applied prospectively to the actual active or billing DSL lines; and (c) Customer shall pay to Qwest 100% of the total accumulated discount credited for the year at issue plus a 10% surcharge on such discounts. Such termination charge is due and payable within thirty (30) days of the invoice date. Such termination of participation in the Volume Plan shall not result in the disconnection of Service to End Users.

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8.5 In the event Customer has selected the GUI option and fails to have a minimum of 15,000 active and billable DSL lines by the end of the twelve (12) month period commencing on the Enrollment Date, Customer shall pay to Qwest an additional sum of up to One Hundred Thousand U.S. Dollars (\$100,000.00) ("Total GUI Charge") which both Qwest and Customer agree reasonably reflects Qwest's expense to create the GUI for Customer. Customer shall pay the following percentage of the Total GUI Charge to Qwest as determined by Customer's number of active and billable DSL lines as of the end of the twelve (12) month period commencing on the Enrollment Date: (a) More than 12,000 DSL lines, but fewer than 15,000 DSL lines, forty percent (40%); (b) More than 8,000 DSL lines, but fewer than 12,001, eighty percent (80%); and (c) Fewer than 8,001 DSL lines, one hundred percent (100%). Such amount is due and payable within thirty (30) days of the invoice date.

9. LIMITATION OF LIABILITY. EXCEPT FOR CUSTOMER'S PAYMENT AND INDEMNIFICATION OBLIGATIONS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY, ITS AFFILIATES OR CONTRACTORS SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR FOR ANY LOST OR IMPUTED PROFITS OR REVENUES OR LOST DATA OR COSTS OF COVER ARISING FROM OR RELATED TO THE SERVICES OR THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED AND REGARDLESS OF WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LIABILITY, LOSS, OR DAMAGE. CUSTOMER'S EXCLUSIVE REMEDIES FOR ANY AND ALL CLAIMS RELATED TO THE SERVICE SHALL BE LIMITED TO: (A) THOSE REMEDIES SET FORTH IN THE APPLICABLE OUT-OF-SERVICE CREDIT; OR (B) IF THERE IS NO SUCH APPLICABLE CREDIT, THE TOTAL MRC PAID BY CUSTOMER TO QWEST FOR THE AFFECTED SERVICE IN THE MONTH IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CLAIM. QWEST'S TOTAL AGGREGATE LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL MRCS PAID BY CUSTOMER TO QWEST PURSUANT TO THIS AGREEMENT IN THE MONTH IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CLAIM.

10. DISCLAIMER OF WARRANTIES. QWEST MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY SERVICE PROVISIONED HEREUNDER. QWEST SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE, OR NONINFRINGEMENT OF THIRD-PARTY RIGHTS. NO ADVICE OR INFORMATION GIVEN BY QWEST, ITS AFFILIATES OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE ANY WARRANTY.

11. FORCE MAJEURE. Neither Party will be liable for any delay or failure to perform its obligations hereunder if such delay or failure is caused by 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 strikes or unrest; sabotage; fiber cut; material shortages or unavailability or other delay in delivery not resulting from the responsible Party's failure to timely place orders therefor; lack of or delay in transportation; government codes, ordinances, laws, rules, regulations or restrictions; war or civil disorder; or acts of terrorism.

12. DISPUTE RESOLUTION. Any dispute arising out of, or relating to, this Agreement which cannot be resolved by the Parties will be settled by arbitration, which will 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. Either Party may initiate arbitration by providing to JAMS a written demand for arbitration (with a copy to the other Party), a copy of this Agreement and the administrative fee required by JAMS. The written demand for arbitration shall be sufficiently detailed to permit the other Party to understand the claim(s) and identify witnesses and relevant documents. Except for the administrative fees in commencing the arbitration, or filing any counterclaims, the costs of the arbitration, including 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

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claims and/or defenses (including its own attorneys' fees). The arbitration will be held in Denver, Colorado. The arbitrator has no authority to award any indirect, incidental, special, punitive, or consequential damages, including damages for lost profits. The arbitrator's decision shall follow the plain meaning of this Agreement and 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, nonpayment of an arbitration award) and a Party is required to resort to court proceedings to enforce such compliance, then the noncomplying Party shall reimburse all of the costs and expenses incurred by the Party requesting such enforcement (including reasonable attorneys' fees).

13. CONFIDENTIALITY. Neither Party shall, without the prior written consent of the other Party, disclose or use (except as expressly permitted by, or required to achieve the purposes of, this Agreement) the Confidential Information of the other Party, during the Term and for one (1) year following the expiration or termination hereof. Such consent by Qwest may be given only by Qwest's Corporate Legal Department and any purported consent by any other person, including any Qwest sales or customer service representative, is void and of no effect. "Confidential Information" means written or electronic 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 accompanied by notice that it is confidential/proprietary, but which, if disclosed to any third party, could reasonably and foreseeably cause competitive harm to the owner of such information. Confidential Information shall not include information which, as demonstrated by the receiving Party: (a) is in the public domain or otherwise ceases to be secret or confidential through no breach of this Agreement by the receiving Party; (b) is already known or is developed independently by the receiving Party independent of any disclosure by the disclosing Party; or (c) is revealed to recipient by a third party who does not thereby breach any obligation of confidentiality and who discloses such information in good faith. Confidential Information shall include, but not be limited to, the terms (including pricing) and existence of this Agreement; provided, however, that either Party may disclose the existence of this Agreement (but none of its terms) as may be reasonably necessary for such Party to conduct its business. Each Party will take reasonable precautions to protect the other Party's Confidential Information, using at least the same standard of care as it uses to maintain the confidentiality of its own confidential information. The receiving Party may disclose Confidential Information if required by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under this Agreement, provided that the receiving Party gives the disclosing Party reasonable prior written notice sufficient to permit the disclosing Party an opportunity to contest such disclosure.

14. INTERRUPTIONS TO SERVICE. The Tariff shall govern any credit allowances granted to Customer for any Service interruptions.

15. PUBLICITY. Neither Party shall, without the prior written consent of the other Party: (a) issue any press release or make any other public announcement regarding this Agreement or any relation between Customer and Qwest; or (b) use the name, trademarks or other proprietary identifying symbol of the other Party or its affiliates. Such consent by Qwest may be given only by Qwest's Corporate Communications Department and any purported consent by any other person, including any Qwest sales or customer-service representative, is void and of no effect.

16. GENERAL PROVISIONS.

16.1 This Agreement shall be governed by the laws of the State of New York, without regard to its choice of law principles.

16.2 If any provision of this Agreement is held to be unenforceable, the unenforceable provision shall be construed as nearly as possible to reflect the original intent of the Parties and the remaining provisions shall remain in full force and effect.

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16.3 Neither Party's failure to insist upon strict performance of any provision of this Agreement shall be construed as a waiver of any of its rights hereunder. All terms and provisions of this Agreement which should by their nature survive the termination of this Agreement shall so survive.

16.4 This is a retail marketing agreement. Customer may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of Qwest, which consent will not be withheld unreasonably.

16.5 The terms, representations, warranties and agreements of the Parties set forth in this Agreement are not intended for, nor shall they be for the benefit of or enforceable by, any person or entity that is not a Party.

16.6 Except as otherwise provided herein, all required notices shall be in writing, transmitted to the Parties' addresses specified in the signature page, Qwest's Customer billing address, or such other addresses as may be specified by written notice, and will be considered given either: (a) when delivered **in person to the recipient** named on the signature page; (b) when deposited in either registered or certified U.S. Mail, return receipt requested, postage prepaid; or (c) when delivered to an overnight courier service.

16.7 If a Party returns this Agreement by facsimile machine, the signing Party intends the copy of the authorized signature printed by the receiving facsimile machine to be its original signature.

16.8 If there is any conflict between this Agreement and the Tariff or its replacement, the then-current tariff shall prevail.

16.9 This Agreement (together with the signature page and Exhibit 1) constitutes one and the same legally binding instrument and the entire agreement between Customer and Qwest with respect to the subject matter hereof, and supersedes all prior offers, contracts, agreements, representations and understandings made to or with Customer by Qwest, whether oral or written, relating to the subject matter hereof. All amendments to this Agreement shall be in writing and signed by authorized representatives of the Parties. This Agreement does not address sales or services related to CPE. CPE is addressed in a separate agreement. Qwest may act in reliance upon any instruction, instrument, or signature reasonably believed by Qwest to be genuine. Customer agrees that any employee of Customer who gives any written notice or other instruction in connection with this Agreement has the authority to do so.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the Parties have read, understand and agree to all of the above terms and conditions of this Agreement, and hereby execute and authorize this Agreement as of the Qwest signature date below.

Customer

Qwest Corporation

Authorized Signature

Authorized Signature

Name Typed or Printed

Name Typed or Printed

Title

Title

Date

Date

Address for Notices

Address for Notices

Qwest Corporation
1801 California Street, Suite 3800
Denver, Colorado 80202
Facsimile #: (303) 295-9973
Attn: Legal Department

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**EXHIBIT 1
QWEST DSL VOLUME PLAN AGREEMENT**

QWEST DSL Subscriber Pricing

Each Qwest DSL Subscriber must pay for his/her/its residential or business phone line.

The rates below ("Rates") are based on the month-to-month Qwest DSL Service rates as forth in Section 8.4.5 of the Qwest FCC1 Access Service Tariff ("Tariff"). The Rates may change without notice. If there is any conflict between this Exhibit 1 and the Tariff or its replacement, the then-current tariff shall prevail.

| PRODUCT & SPEED | Nonrecurring Charge (Not subject to discount) ("NRC") | Monthly Recurring Charge ("MRC") |
|--|--|---|
| Qwest DSL 256 (actual speed up to 256/256) | \$99.00 | \$21.95 |
| Qwest DSL Deluxe (actual speed up to 640/256) | \$99.00 | \$31.95 |
| Change Qwest DSL host or speed | \$30.00 | |
| Professional Products | | |
| Qwest DSL Pro Deluxe (actual speed up to 640/256) | \$99.00 | \$55.00 |
| Qwest DSL Pro 640K (actual speed 640/640) | \$99.00 | \$66.00 |
| Qwest DSL Pro 1M (actual speed 1024/1024) | \$99.00 | \$88.00 |
| Qwest DSL Pro 4M (actual speed 40680/1024) | \$99.00 | \$165.00 |
| Qwest DSL Pro 7M (actual speed 7168/1024) | \$99.00 | \$275.00 |
| Change Qwest DSL host or speed | \$30.00 | |

One, three and five-year Tariff Contract Rates as defined in the Tariff are not eligible for discounts under the Qwest DSL Volume Plan.

NRCs are not subject to discount.

Volume Plan Discount Table

| Total DSL Lines In Service (aggregated active ports) | Discount (applicable to all speeds and term plans) |
|---|---|
| | 36-Month Agreement |
| Up to 15,000 | 11% of the total monthly recurring bill |
| 15,001 to 30,000 | 12% of the total monthly recurring bill |
| 30,001 to 60,000 | 13% of the total monthly recurring bill |
| 60,001 to 120,000 | 14% of the total monthly recurring bill |
| 120,001 to 200,000 | 15% of the total monthly recurring bill |
| 200,001 to 400,000 | 17% of the total monthly recurring bill |

Customer must acquire 15,000 active billing ports or subscribers in the first 12 months.

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Customer is eligible for one of the following discount options:

1. Basic Discount Option (Discount based on achieved volume).

Customer(s) must commit to acquiring a minimum of Fifteen Thousand (15,000) active and billable Qwest DSL lines by the end of the 12th month of its 36-month Fixed Period Service Rate Plan ("Plan"). In exchange for this commitment, Customer shall be granted the applicable discount contained in the Volume Plan Discount Table provided herein. If Customer does not have a minimum of Fifteen Thousand (15,000) active and billable Qwest DSL lines by the end of the initial 12-month period, Qwest reserves the right to terminate Customer's participation in the Plan. Customer must maintain a minimum of Fifteen Thousand (15,000) active and billable Qwest DSL lines during the entire Term.

In the event Qwest terminates Customer's participation in the Basic Discount Option, any subsequent orders for Qwest DSL lines placed by Customer will be charged the then-current, month-to-month Tariff rates for the respective Qwest DSL Service requested.

2. Volume Commitment Option I (Discount based on committed volume).

Customer will commit to acquiring ()² Qwest DSL lines over the Term of this Agreement (Thirty-Six (36) Months).

Qwest will grant Customer the discount for the committed volume as provided in the Volume Plan Discount Table. The discount will be applied to the total monthly recurring bill throughout the term of this Agreement.

Qwest will perform an annual review of the number of active billing Qwest DSL lines. Customer will acquire 25% of the total committed DSL lines by the end of the first twelve (12) months, 60% of the total DSL lines by the end of the first twenty-four (24) months, and 100% of the total DSL lines by the end of the term of this Agreement.

At the end of the first 12-month period, if Customer's DSL line volume is at a higher level than anticipated, Customer will be given the opportunity to receive a larger discount by choosing to commit to a higher volume tier than it did originally. In order to receive a larger discount, Customer's DSL line count must meet 25% of the higher commitment level within twelve (12) months from the election. Upon making the new volume commitment, the higher discount will be applied prospectively to the monthly DSL charges for current lines in service and all future lines installed, as long as Customer meets the active and billable DSL line thresholds for the new volume commitment.

² Minimum 60,000 DSL lines.

Notice

The information contained herein should not be disclosed to unauthorized persons.
It is meant for use by authorized representatives of Qwest and Customer only.



Covad Communications

Monthly Invoice

Invoice Date: 01/19/04
Invoice No:
Account No:
Billing Period: 01/19/04 - 02/18/04

Remit To:
Covad Communications
Department 33408
P.O. Box 39000
San Francisco, CA 94139-3408
 Please make checks payable to Covad
 Communications,
 and write your Account Number and
 Invoice Number on your check

| | |
|--------------------------|-------------------|
| Total Amount Due: | \$1,955.48 |
| Payment Due Date: | 02/18/04 |

Please print and mail the first page of this email with your payment to the above address.

| BILL-AT-A-GLANCE | |
|----------------------------|------------------|
| Previous Unpaid Balance | \$1288.00 |
| Payment - Thank You | \$0.00 |
| Adjustments - Detail below | \$0.00 |
| Balance Forward | \$1288.00 |
| Current Charges | \$667.48 |
| Taxes on Current Charges | \$0.00 |
| TOTAL AMOUNT DUE | \$1955.48 |
| Amount Due in Full by | 02/18/04 |
| TAX SUMMARY | |
| Taxes | Amount: |
| Federal | \$0.00 |
| State | \$0.00 |
| City | \$0.00 |
| County | \$0.00 |

| | |
|---|---------------|
| TOTAL TAXES | \$0.00 |
| COVAD NEWS | |
| <p>Try Covad's new Hosting Services - risk-free!! All hosting plans are backed by a 30-day satisfaction guarantee and we'll waive the set-up fee (value \$50) for a limited time! Covad email and Web hosting services allow you to quickly and easily establish your web site on the Internet. Sign up today in SMART Account Manager - www.covad.net</p> | |
| CONTACT US | |
| <p>To view your account details online or to update your account information and payment method, log onto www.covad.net. For questions about this bill, or to make a one time credit card payment please contact Covad Customer Care at 1-888-642-6821. Thank you for your business!</p> | |
| INVOICE DETAILS | |

Account Number:
Circuit ID: 101-760-169

| <u>From Date</u> | <u>To Date</u> | <u>Service</u> | <u>Charges</u> | <u>Event Type</u> | <u>Quantity</u> | <u>Price</u> | <u>Total Price</u> |
|--|----------------|----------------------------|-------------------|-------------------|-----------------|--------------|--------------------|
| 01/19/04 | 02/18/04 | Dialup - 10 Hrs free | Monthly Charges | | | \$0.00 | \$0.00 |
| 01/08/04 | 12/18/04 | Domain Name Registration | Proration Charges | Activation | | \$20.00 | \$20.00 |
| 01/19/04 | 02/18/04 | Hosting Email Only Package | Monthly Charges | | | \$9.95 | \$9.95 |
| 01/08/04 | 01/18/04 | Hosting Email Only Package | Proration Charges | Activation | | \$9.95 | \$3.53 |
| 01/19/04 | 02/18/04 | IP Address - 29 | Monthly Charges | | | \$15.00 | \$15.00 |
| 01/19/04 | 02/18/04 | TeleXtend 1.5M T1 | Monthly Charges | | | \$619.00 | \$619.00 |
| Total Current Charges for account | | | | | | | \$667.48 |



Covad Communications

Monthly Invoice

Invoice Date: 02/21/04
 Invoice No: _____
 Account No:
 Billing Period: 02/21/04 - 03/20/04

Remit To:
Covad Communications
Department 33408
P.O. Box 39000
San Francisco, CA 94139-3408
 Please make checks payable to Covad
 Communications,
 and write your Account Number and
 Invoice Number on your check

| | |
|-------------------|----------|
| Total Amount Due: | \$338.00 |
| Payment Due Date: | 03/22/04 |

Please print and mail the first page of this email with your payment to the above address:

| BALANCE | |
|-------------------------|----------|
| Previous Unpaid Balance | \$338.00 |
| Payment - Thank You | \$0.00 |

| | |
|--|---------------|
| TOTAL TAXES | \$0.00 |
| COVAD SYSTEMS | |
| Try Covad's new Hosting Services - risk-free!! All hosting plans are backed by a 30-day satisfaction guarantee and we'll waive the set-up fee (value \$50) for a limited time! Covad email and Web hosting services allow you to quickly and easily establish your web site on the Internet. Sign up today in SMART Account Manager - www.covad.net | |



Covad Communications

Monthly Statement

Invoice Date: 04/20/04
 Invoice No: _____
 Account No: _____
 Billing Period: 04/20/04 - 05/19/04

| | |
|-------------------|----------|
| Total Amount Due: | \$39.95 |
| Payment Due Date: | 04/20/04 |

This statement is being sent to notify you that we attempted to charge your credit card and the charge did not get approved by your card provider.
 Please call customer service at 1-888-642-6823 to make payment arrangements.

BILL-AT-A-GLANCE

| | |
|---------------------------------|----------------|
| Previous balance | \$79.00 |
| Adjustments Detail below | \$0.00 |
| Payment charged to credit card | \$79.00 |
| Balance | \$0.00 |
| Current Charges | \$39.95 |
| Taxes on Current Charges | \$0.00 |
| Total Monthly Charges | \$39.95 |
| Payment charged to credit card | \$0.00 |
| TOTAL AMOUNT DUE | \$39.95 |
| Unable to charge credit card on | 04/20/04 |

TAX SUMMARY

| Taxes | Amount |
|--------------------|---------------|
| Federal | \$0.00 |
| State | \$0.00 |
| City | \$0.00 |
| County | \$0.00 |
| TOTAL TAXES | \$0.00 |

COVAD NEWS

Covad's Customer Policies have been updated. Please check www.covad.net/legal.

CONTACT #'S

To view your account details online or to update your account information and payment method, log onto www.covad.net. For questions about this bill, or to make a one time credit card payment please contact Covad Customer Care at 1-888-642-6823. Thank you for your business!

INVOICE DETAILS

Account Number:
Circuit ID: 101-679-154

| From Date | To Date | Service | Charges | Event Type | Quantity | Price | Total Price |
|---|----------|------------------------------|------------------------|------------|----------|---------|----------------|
| 04/20/04 | 05/19/04 | Dialup Service | Monthly Charges | | 1 | \$0.00 | \$0.00 |
| 04/20/04 | 05/19/04 | IP Address - 253 w/NAT | Monthly Charges | | 1 | \$0.00 | \$0.00 |
| 04/13/04 | | Payment | Payment - Thank you | | | | -\$79.90 |
| 04/05/04 | | Payment | Payment - Charge error | | | | \$0.00 |
| 03/21/04 | | Payment | Payment - Charge error | | | | \$0.00 |
| 03/21/04 | | Payment | Payment - Charge error | | | | \$0.00 |
| 03/20/04 | | Payment | Payment - Charge error | | | | \$0.00 |
| 04/20/04 | 05/19/04 | TeleSurfer Link 384/128 ADSL | Monthly Charges | | 1 | \$39.95 | \$39.95 |
| Total Current Charge for account | | | | | | | \$39.95 |



Covad Communications

Monthly Invoice

Invoice Date: 04/19/04
 Invoice No:
 Account No:
 Billing Period: 04/19/04 - 05/18/04

Remit To:
Covad Communications
Department 33408
P.O. Box 39000
San Francisco, CA 94139-3408
 Please make checks payable to Covad
 Communications,
 and write your Account Number and
 Invoice Number on your check

Total Amount Due: \$1785.33
 Payment Due Date: 05/19/04

Please print and mail the first page of this email with your payment to the above address:

| BILL AT A GLANCE | |
|--------------------------|------------------|
| Previous Unpaid Balance | \$2519.38 |
| Payment - Thank You | -\$1288.00 |
| Adjustments Detail below | \$0.00 |
| Balance Forward | \$1231.38 |
| Current Charges | \$553.95 |
| Taxes on Current Charges | \$0.00 |
| TOTAL AMOUNT DUE | \$1785.33 |
| Amount Due in Full by | 05/19/04 |
| TAX SUMMARY | |
| Taxes | Amount |
| Federal | \$0.00 |
| State | \$0.00 |
| City | \$0.00 |
| County | \$0.00 |

TOTAL TAXES

\$0.00

COVAD NEWS

Covad's Customer Policies have been updated. Please check www.covad.net/legal.

CONTACT US

To view your account details online or to update your account information and payment method, log onto www.covad.net. For questions about this bill, or to make a one time credit card payment please contact Covad Customer Care at 1-888-642-6823. Thank you for your business!

INVOICE DETAILS

Account Number:

-Circuit ID: 101-760-169

| <u>From Date</u> | <u>To Date</u> | <u>Service</u> | <u>Charges</u> | <u>Event Type</u> | <u>Quantity</u> | <u>Price</u> | <u>Total Price</u> |
|---|----------------|----------------------------|---------------------|-------------------|-----------------|--------------|--------------------|
| 04/19/04 | 05/18/04 | Dialup - 10 Hrs free | Monthly Charges | | | \$0.00 | \$0.00 |
| 04/19/04 | 05/18/04 | Hosting Email Only Package | Monthly Charges | | | \$9.95 | \$9.95 |
| 04/19/04 | 05/18/04 | IP Address - 29 | Monthly Charges | | | \$15.00 | \$15.00 |
| 04/01/04 | | Payment | Payment - Thank you | | | | -\$1288.00 |
| 04/19/04 | 05/18/04 | TeleXtend 1.5M T | Monthly Charges | | | \$529.00 | \$529.00 |
| Total Current Charge for account | | | | | | | \$553.95 |



Covad Communications

Monthly Statement

Invoice Date: 04/24/04
 Invoice No:
 Account No:
 Billing Period: 04/24/04 - 05/23/04

| | |
|-------------------|----------------|
| Total Amount Due: | NO PAYMENT DUE |
| Payment Due Date: | 04/24/04 |

The total monthly charges have been charged directly to your current bank account.
 You do not need to mail payment.
 Insufficient funds in your account may result in suspension of your services.

BILL-AT-A-GLANCE

| | |
|---------------------------------|----------------|
| Previous Balance | \$79.95 |
| Adjustments Detail below | \$0.00 |
| Payment charged to bank account | -\$79.95 |
| Balance | \$0.00 |
| Current Charges | \$79.95 |
| Taxes on Current Charges | \$0.00 |
| Total Monthly Charges | \$79.95 |
| Payment charged to bank account | -\$79.95 |
| TOTAL AMOUNT DUE | \$0.00 |
| Your bank account charged on | 04/24/04 |

TAX SUMMARY

| Taxes | Amount |
|--------------------|---------------|
| Federal | \$0.00 |
| State | \$0.00 |
| City | \$0.00 |
| County | \$0.00 |
| TOTAL TAXES | \$0.00 |

COVAD NEWS

Covad's Customer Policies have been updated. Please check www.covad.net/legal.

CONTACT #'S

To view your account details online or to update your account information and payment method, log onto www.covad.net. For questions about this bill, or to make a one time credit card payment please contact Covad Customer Care at 1-888-642-6823. Thank you for your business!

INVOICE DETAILS

Account Number:
Circuit ID: 101-638-175

| From Date | To Date | Service | Charges | Event Type | Quantity | Price | Total Price |
|---|----------|-----------------------|---------------------|------------|----------|---------|----------------|
| 04/24/04 | 05/23/04 | Dialup - 10 Hrs free | Monthly Charges | | 1 | \$0.00 | \$0.00 |
| 04/24/04 | 05/23/04 | IP Address - 5 | Monthly Charges | | 1 | \$10.00 | \$10.00 |
| 03/24/04 | | Payment | Payment - Thank you | | | | -\$79.95 |
| 04/24/04 | 05/23/04 | TeleSOHO 1.5/384 ADSL | Monthly Charges | | 1 | \$69.95 | \$69.95 |
| Total Current Charge for account | | | | | | | \$79.95 |