

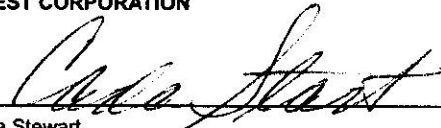
**AMENDMENT NO. 1
TO
SUBSCRIPTION MASTER SERVICES AGREEMENT**

THIS AMENDMENT NO. 1 (this "Amendment") is by and between **Qwest Corporation** ("Qwest") and **Qwest LD Corp.** ("Customer") and amends the Subscription Master Services Agreement between Customer and Qwest dated effective as of November 14, 2005, as may have been previously amended by amendment, addenda or rate change notification (the "Agreement"). All capitalized terms used herein which are not defined herein shall have the definitions ascribed to them in the Agreement. The Parties hereby agree to amend the Agreement as follows:

1. **New Services.** The service descriptions and related rate exhibits set forth in Exhibit 1 (Qwest Subscription Exhibit to Provide Premium CARE Services) and Exhibit 2 (Qwest Subscription Exhibit to Provide ADV Services) attached to this Amendment (the "New Services") shall be added to, and constitute a part of, the Agreement. The list of Service Exhibits in the "Applicable Services" portion of the Agreement shall be deemed revised by the addition of the New Services. Qwest agrees to provide the New Services in accordance with the terms of the Agreement and this Amendment.
2. **Effective Date.** This Amendment shall be effective as of the latest date of execution of this Amendment by a Party (the "Amendment Effective Date"); provided, however, if under applicable law, this Amendment, or notice thereof must be filed with a governmental entity, including, but not limited, to a state public utility commission, this Amendment shall not become effective with respect to any jurisdiction having such requirements until the filings have occurred and be deemed incorporated by reference into the Agreement.
3. **Miscellaneous.** All other terms and conditions in the Agreement shall remain in full force and effect and be binding upon the Parties. This Amendment and the Agreement set forth the entire understanding between the Parties as to the subject matter herein, and in the event there are any inconsistencies between the two documents, the terms of this Amendment shall control. To the extent that the terms of any New Service exhibit are inconsistent with the terms of this Amendment or the Agreement, the terms of the New Service exhibit shall control.

IN WITNESS WHEREOF, an authorized representative of each Party has executed this Amendment as of the Amendment Effective Date.

QWEST CORPORATION

By: 
 Carla Stewart
 Vice President, Finance

Date: 2/2/06

QWEST LD CORP.

By: 
 Brian Stading
 VP Customer Service Operations

Date: 1/31/06

**SERVICE EXHIBIT 1
PREMIUM CARE SERVICES EXHIBIT AND RATE SCHEDULE
SUBSCRIPTION MASTER SERVICES AGREEMENT**

1.0 PREMIUM CARE INITIAL TERM.

The term of this Service Exhibit 1 shall commence upon the Effective Date of the Agreement (or an amendment hereto, as applicable) and remain in effect for the same period listed in Section 7 of the Qwest Subscription Master Services Agreement.

2.0 PREMIUM CARE SERVICES TO BE PROVIDED BY QWEST.

SERVICES.

Premium Customer Account Record Exchange, hereinafter referred to as Premium CARE, provides the Customer with certain addition, change, and disconnect information pertaining to their Subscribed (PIC'd) End Users. Premium CARE is provided for the Customer's Interstate and IntraLATA subscriber base. Premium CARE is provided in industry standard format as defined by the Ordering and Billing Forum (OBF) Subscription Committee and as supported by Qwest. Premium CARE will include the TCSIs listed in Schedule A. Detailed information regarding the fields and values supported by Qwest can be found in Qwest's CARE User Documentation. Qwest can change the parameters (TCSIs, fields, and values) of Premium CARE without prior notice but will make reasonable efforts to provide notice to the industry through Qwest's Subscription notification process.

3.0 OBLIGATIONS OF CUSTOMER.

Customer shall not use non-published and non-listed information related to CARE in violation of any tariff, FCC rule, state PUC rule or state or federal law limiting such use. In addition, non-published and non-listed telephone numbers shall not be disclosed by Customer to anyone other than its employees or agents with a need-to-know as required to fulfill its obligations under this Agreement. Customer may only provide non-published and non-listed telephone numbers to agents if it secures the agent's written Agreement to be bound by the terms of this Agreement.

4.0 CHARGES AND PAYMENT.

Charges for Premium CARE, CARR Report, and Market Share Report are applied as follows:

Premium CARE:

The Customer will be billed for Premium CARE based on a per subscribed access line/TER count, monthly.

Premium CARE may be ordered for all subscribed customers, or for Residence, Business, and/or Coin customers, as those market segments are supported by Qwest.

Premium CARE monthly charge per subscribed access line/TER \$0.06

- The monthly rate is \$0.06 per subscribed (PIC'd) access line. Lines PIC'd at both the interstate and intrastate level will be assessed the per access line charge for each jurisdiction (total of \$0.12 per line).

MHP:

Mechanized Hold for Pending orders (no charge).

PON:

Pending order notification (no charge).

5.0 DEFINITIONS.

"ABEC" means Alternate Billing Entity Code. ABEC is a billing and collections agency identification code.

"Business Day" means Monday through Friday excluding bank holidays.

"COIN" means Public Pay Telephone.

"Customer Account Record Exchange", also known as "CARE", was originally developed to facilitate the exchange of customer account information between the Access Provider and the Access Customer. It generically identifies data elements that might be shared between Access Customer and Provider and supports a data format intended to facilitate the mechanized exchange of that information. It is intended to provide a consistent definition and data format for the exchange of common data elements.

"CIC" means Carrier Identification Code.

"End User" means a third party retail customer that subscribes to a Telecommunications Service provided by either of the Parties or by another Carrier or by two (2) or more Carriers.

"IXC" means Interexchange Carrier.

"MHP" means Mechanized Hold for Pending Orders (no charge).

**SERVICE EXHIBIT 1
PREMIUM CARE SERVICES EXHIBIT AND RATE SCHEDULE
SUBSCRIPTION MASTER SERVICES AGREEMENT**

"OBF", also known as the Ordering and Billing Forum Subscription Committee, establishes CARE standards.

"PAL" means per access line charge.

"Person" is a general term meaning an individual or association, corporation, firm, joint-stock company, organization, partnership, trust or any other form or kind of entity.

"PIC" means Primary Interexchange Carrier.

"PIC Dispute" is defined as any time an end user alleges that an unauthorized PIC change has been made to their account. If a Qwest Retail customer discovers that their carrier selection (interLATA, intraLATA, or both) has been changed without their knowledge or permission, they may report the dispute to Qwest, the alleged unauthorized IXC, or their IXC of choice.

"PICC" means Presubscribed Interexchange Carrier Charge.

"PON" means Pending Order Notification (no charge).

"TCSI" means a Transaction Codes/Status Indicator".

"Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

"Telecommunications Carrier" means any provider of Telecommunications Services, except that such term does not include aggregators of Telecommunications Services (as defined in Section 226 of the Act). A Telecommunications Carrier shall be treated as a Common Carrier under the Act only to the extent that it is engaged in providing Telecommunications Services, except that the Federal Communications Commission shall determine whether the provision of fixed and mobile satellite service shall be treated as common carriage.

"Telecommunications Services" means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

"TER" also known as Terminal Number in association with a working telephone number (WTN).

"WTN" means Working Telephone Number.

**SERVICE EXHIBIT 1
PREMIUM CARE SERVICES EXHIBIT AND RATE SCHEDULE
SUBSCRIPTION MASTER SERVICES AGREEMENT**

**SCHEDULE A
PREMIUM CUSTOMER ACCOUNT RECORD EXCHANGE (CARE)**

| TCSI (Transaction Code/Status Indicator) |
|---|
| 2004 |
| 2005 |
| 2007 |
| 2008 |
| 2009 |
| 2010 |
| 2011 |
| 2015 |
| 2016 |
| 2018 |
| 2019 |
| 2020 |
| 2033 |
| 2039 |
| 21XX |
| 2201 |
| 2202 |
| 2203 |
| 2206 |
| 2209 |
| 2211 |
| 2212 |
| 2213 |
| 2219 |
| 2222 |
| 2230 |
| 2231 |
| 2233 |
| 2242 |
| 2243 |
| 2248 |
| 2301 |
| 2307 |
| 2308 |
| 2315 |
| 2317 |
| 2319 |
| 2320 |
| 2321 |
| 2322 |
| 2323 |
| 2324 |
| 2326 |
| 2351 |
| 2352 |
| 2706 |
| 2707 |
| 2708 |
| 2709 |
| 2710 |
| 2711 |
| 2716 |
| 2717 |
| 2720 |
| 2726 |
| 2727 |
| 2804 |
| 2806 |

**SERVICE EXHIBIT 1
PREMIUM CARE SERVICES EXHIBIT AND RATE SCHEDULE
SUBSCRIPTION MASTER SERVICES AGREEMENT**

| |
|---------------|
| 2807 |
| 2808 |
| 2810 |
| 2813 |
| 2825 |
| 2820-optional |
| 2821-optional |
| 2822-optional |
| 2823-optional |
| 2831 |
| 2832 |
| 2880-optional |
| 31XX |
| 3201 |
| 3202 |
| 3203 |
| 3207 |
| 3211 |
| 3212 |
| 3214 |
| 3215 |
| 51XX |

The following table lists the output TCSIs by package.
PAL = Per Access Line Charge.

| TCSI | DESCRIPTION | PREMIUM CARE | |
|-------------|--------------------------------|--------------|------------|
| | | Charge? | Available |
| 21XX | All 21XX TCSIs are free | PAL* | YES |
| 31XX | All 31XX TCSIs are free | PAL* | YES |
| 51XX | All 51XX TCSIs are free | PAL* | YES |
| 2004 | Subscription Order Install | PAL* | YES |
| 2005 | Subscription Order Install | PAL* | YES |
| 2007 | Subscription Order Install | PAL* | YES |
| 2008 | Subscription Order Install | PAL* | YES |
| 2009 | Subscription Order Install | PAL* | YES |
| 2010 | Subscription Order Install | PAL* | YES |
| 2011 | PIC Dispute | PAL* | YES |
| 2015 | Subscription Order Install | PAL* | YES |
| 2016 | Subscription Order Install | PAL* | YES |
| 2018 | Subscription Order Install | PAL* | YES |
| 2019 | Subscription Order Install | PAL* | YES |
| 2020 | Subscription Order Install | PAL* | YES |
| 2033 | Subscription Order Install | PAL* | YES |
| 2039 | PIC Dispute | PAL* | YES |
| 2201 | Disconnect | PAL* | YES |
| 2202 | Disconnect | PAL* | YES |
| 2203 | Disconnect | PAL* | YES |
| 2206 | Disconnect | PAL* | YES |
| 2209 | Disconnect | PAL* | YES |
| 2211 | Disconnect | PAL* | YES |
| 2212 | Disconnect | PAL* | YES |
| 2213 | End office sale | PAL* | YES |
| 2219 | PIC Dispute | PAL* | YES |
| 2222 | Disconnect | PAL* | YES |
| 2230 | Disconnect | PAL* | YES |
| 2231 | Disconnect | PAL* | YES |
| 2233 | Disconnect | PAL* | YES |
| 2242 | PICC termination | PAL* | YES |
| 2243 | PIC Dispute | PAL* | YES |
| 2248 | PIC Dispute | PAL* | YES |
| 2301 | BTN Number Change | PAL* | YES |
| 2307 | Customer Information Changes | PAL* | YES |
| 2308 | WTN Number Change | PAL* | YES |
| 2315 | Customer Information Changes | PAL* | YES |
| 2317 | Customer Information Changes | PAL* | YES |

**SERVICE EXHIBIT 1
PREMIUM CARE SERVICES EXHIBIT AND RATE SCHEDULE
SUBSCRIPTION MASTER SERVICES AGREEMENT**

| | | | |
|------|------------------------------|------|-----|
| 2319 | Area transfer | PAL* | YES |
| 2320 | Area transfer | PAL* | YES |
| 2321 | Area transfer | PAL* | YES |
| 2322 | NPA Split | PAL* | YES |
| 2323 | NPA Split | PAL* | YES |
| 2324 | NPA Split | PAL* | YES |
| 2326 | Customer Information Changes | PAL* | YES |
| 2351 | Customer Information Changes | PAL* | YES |
| 2352 | Customer Information Changes | PAL* | YES |

CARE Charging Product

PON = Pending Order Notification
MHP = Mechanized Hold for Pending Orders

| TCSI | DESCRIPTION | PREMIUM CARE | |
|-------------|-----------------------------------|--------------|------------|
| | | Charge? | Available |
| 2706 | Advisory Information | PAL* | YES |
| 2707 | Advisory Information | PAL* | YES |
| 2708 | Advisory Information | PAL* | YES |
| 2709 | Advisory Information | PAL* | YES |
| 2710 | Network block notification | PAL* | YES |
| 2711 | Network block notification | PAL* | YES |
| 2716 | Network block notification | PAL* | YES |
| 2717 | Network block notification | PAL* | YES |
| 2720 | Network block notification | PAL* | YES |
| 2726 | Network block notification | PAL* | YES |
| 2727 | Network block notification | PAL* | YES |
| 2804 | Pending order notification | PAL* | YES |
| 2806 | Future Due Date | PAL* | YES |
| 2807 | Future Due Date | PAL* | YES |
| 2808 | Future Due Date | PAL* | YES |
| 2810 | Pending Subscription Order | PAL* | YES |
| 2813 | Pending order notification | PAL* | YES |
| 2820 | PON and MHP upon request | PAL* | YES |
| 2821 | PON and MHP upon request | PAL* | YES |
| 2822 | PON and MHP upon request | PAL* | YES |
| 2823 | PON and MHP upon request | PAL* | YES |
| 2825 | Line Limitation Exceeded | PAL* | YES |
| 2831 | PICC | PAL* | YES |
| 2832 | PIC Dispute | PAL* | YES |
| 2880 | PON and MHP upon request | PAL* | YES |
| 3201 | Network block notification | PAL* | YES |
| 3202 | Network block notification | PAL* | YES |
| 3203 | Network block notification | PAL* | YES |
| 3207 | Network block notification | PAL* | YES |
| 3211 | Network block notification | PAL* | YES |
| 3212 | Network block notification | PAL* | YES |
| 3214 | Network block notification | PAL* | YES |
| 3215 | Network block notification | PAL* | YES |

**SERVICE EXHIBIT 1
PREMIUM CARE SERVICES EXHIBIT AND RATE SCHEDULE
SUBSCRIPTION MASTER SERVICES AGREEMENT**

**SCHEDULE B
PREMIUM CARE
FORM TO ESTABLISH BILLING**

Customer Name _____ CIC(s) _____
ABEC Number _____

Brand New Customer _____
Customer Renewal _____
Customer Amendment _____

Customer may indicate those CARE products it is purchasing under this Agreement by placing a check mark next to the applicable product listing below:

(Check all that apply)
Premium CARE (PREM) _____
Mechanized Hold for Pending Orders (MHP) _____
Pending Order Notification (PON) _____

ACCESS METHOD:
(Check all that apply)
Online _____
Batch _____

BILL TO:
Customer Name _____
Attention _____
Address _____
City, State, Zip _____
Telephone Number _____
Email Address _____

CUSTOMER CONTACT:
Customer Contact _____
Address _____
City, State, Zip _____
Telephone Number _____
Email Address _____

Send the completed form to your QWEST Sales Representative

**SERVICE EXHIBIT 2
ADV SERVICES EXHIBIT AND RATE SCHEDULE
SUBSCRIPTION MASTER SERVICES AGREEMENT**

1.0 ACCOUNT DATA VERIFY INITIAL TERM.

The term of this Service Exhibit 2 shall commence upon the Effective Date of the Agreement (or an amendment hereto, as applicable) and remain in effect for the same period listed in Section 7 of the Qwest Subscription Master Services Agreement.

2.0 ACCOUNT DATA VERIFY SERVICES TO BE PROVIDED BY QWEST.

SERVICES.

Subject to the terms of this Agreement, Qwest grants to Customer a non-exclusive, non-transferable license to use Account Data Verification Information ("ADV") as more fully described in this Agreement.

Qwest will provide to Customer, upon request, specific information regarding Working Telephone Numbers associated with an End User's account, when the End User's telephone number is provided by Customer to Qwest. Account billing name and address (BNA) information is included in ADV. The TCSIs supported by Qwest for ADV are detailed in Schedule B.

ADV will be provided on a call-in basis. In addition, ADV is provided both via an on-line process as well as a batch process. Qwest will provide Customer with a unique Identification Number(s) and Telephone Number. The call-in process is where Qwest will provide information verbally, via telephone. ADV will also be provided via the on-line process with immediate, on-screen information. The batch process is where Qwest is capable of accepting a transmitted data file from Customer, with the record layouts adhering to the CARE format. Qwest will provide ADV on a CARE record via on-line transmission. Qwest expressly reserves the right to furnish ADV in such format(s) available and in use by Qwest, which may be changed at Qwest's option. Ninety (90) days notice will be given by Qwest in advance of any format changes.

1. Customer's own subscribers will be identified by a unique transaction code status indicator.
2. Non-Published and Non-Listed telephone number information is included with ADV.

As a function of ADV, Qwest will perform the Billing Telephone Number/Working Telephone Number ("BTN/WTN") cross reference that is processed on all PIC changes.

Call-in requests shall be provided to Customer by Qwest's CSB (Carrier Service Bureau) during normal working hours Monday through Friday; (hours of operation will be provided to Customer). Qwest's CSB is accessed by the use of Customer's Call-in identification number(s).

3.0 OBLIGATIONS OF CUSTOMER.

ADV shall be used for the sole purpose of ensuring the accuracy of End User account information prior to submitting PIC changes. ADV may be requested only by authorized employees or agents of Customer. In addition, ADV may be used as follows:

- A. To compare the information with other information for the sole purpose of verification of all telephone numbers assigned to the end user.
- B. To include in a computer merge-purge operation for the sole purpose of eliminating duplicate names, addresses and telephone numbers.
- C. To create a separate file in Customer's "in-house" computer for the sole purpose of eliminating duplicate names, addresses and telephone numbers used to verify Qwest's subscriber names, addresses, and telephone numbers for purposes of ensuring accuracy of End User account information.
- D. To the extent the release of End User's information is limited by any applicable federal, state, or local laws, court orders, agency orders, and/or rules or regulations, both parties agree to comply with such laws.
- E. Solely for purposes consistent with Policies and Rules Concerning Local Exchange Carrier Validation and Billing Information for Joint Use Calling Cards, CC Docket No. 91-115, FCC 93-254, adopted May 13, 1993, and 47 C.F.R. § 64.1201.
- F. For billing and collection-related validation purposes not in conflict with the terms of this Agreement.

Unauthorized Use of Account Data Verification

Customer will not use ADV:

- A. For any purpose not described in this Agreement.
- B. To establish a database for resale purposes.
- C. For the purposes of selling, publishing, licensing, assigning, or releasing ADV.

**SERVICE EXHIBIT 2
ADV SERVICES EXHIBIT AND RATE SCHEDULE
SUBSCRIPTION MASTER SERVICES AGREEMENT**

ADV is "Confidential Information" as defined in the Qwest Subscription Master Services Agreement. Customer agrees to abide by the restrictions outlined in the Qwest Subscription Master Services Agreement when using account information. Customer will honor those subscriber-requested restrictions as noted on marked accounts.

Non-published and Non-listed Restrictions

Customer shall not use non-published and non-listed information in violation of any tariff, state PUC rule or state or federal law limiting such use. In addition, non-published and non-listed telephone numbers shall not be disclosed by Customer to anyone other than its employees or agents with a need-to-know basis as required to fulfill its obligations under this Agreement. Customer may only provide non-published and non-listed telephone numbers to agents if it secures the agent's written Agreement to be bound by the terms of this Agreement.

Customer agrees to abide by the following restrictions when using subscriber account information and/or accounts, which are identified as:

- Omit from Consumer List Services - Remove from telemarketing lists.
- No solicitation - Remove from telemarketing lists.
- Omit from Alternative Telephone Directory - Remove from telemarketing lists.
- Omit Address from Directory - Remove from direct mail lists.
- Omit from Email Marketing - Remove from Email marketing lists.

| If the Listing Service Code Is... | Then... |
|-----------------------------------|--|
| NSOL | <ul style="list-style-type: none"> • Excludes a customer from Telemarketing calls but not direct mail lists • Prints a No Solicitation Listing symbol (usually a blackened dot) in the printed directory preceding the telephone number • Listing is available in Qwest directory assistance • Listing prints in the Qwest directory with a bullet symbol which indicates telemarketing calls are not welcome and against the state law • Listing cannot be used in Address Telephone Directory/Reverse Directory but is available for other list broker products • Non-pub or non-list are not valid with NSOL <p>Available to Arizona residence customers only Arizona only: Must use both NSOL and OCLS</p> |
| OAD | <ul style="list-style-type: none"> • Listing appears in print directory • Listing is available in Qwest Directory Assistance • Address is not available • Listing is available to Qwest internal telemarketing and direct mail • Listing is available to external telemarketing • Listing is not available for external direct mail |
| OATD | <ul style="list-style-type: none"> • Listing is available in Qwest directory assistance • Listing is printed in Qwest directory • Listing cannot be used in Address Telephone Directory/Reverse Directory but is available for other list broker products • Listing is not available to both internal and external telemarketing lists. • Listing is available to internal and external direct mail <p>Arizona and Oregon only (now obsolete)</p> |
| OCLS | <ul style="list-style-type: none"> • Listing is available in Qwest Directory Assistance • Listing is printed in directory • Listing is passed to but cannot be used in list broker products • Listing is not available to internal and external telemarketing and direct mail lists (residence only) • Listing is not available to external telemarketing and direct mail lists (business only) |

**SERVICE EXHIBIT 2
ADV SERVICES EXHIBIT AND RATE SCHEDULE
SUBSCRIPTION MASTER SERVICES AGREEMENT**

| | |
|------|--|
| OFEM | <ul style="list-style-type: none"> Listing is excluded from internal and external email lists. Listing is still available to external telemarketing lists, direct mail lists, Qwest internal telemarketing direct mail lists. |
| OTDM | <ul style="list-style-type: none"> Listing is not available to external telemarketing and direct mail lists Does not exclude listing from Qwest internal telemarketing and direct mail lists Residence accounts only |
| OTML | <ul style="list-style-type: none"> Excludes listing from Qwest internal telemarketing lists Excludes listing from external telemarketing lists and direct mail lists Does not exclude listing from Qwest internal direct mail lists |

Customer agrees to abide by the ethics and standards of the Direct Marketing Association of America in the use and disclosure of subscriber customer telephone number and address information. Customer BNA, including, but not limited to, BNA associated with non-published and non-listed telephone numbers, may not be used by Customer in connection with any marketing list arrangement or disclosed to third parties by Customer for the third parties' use in any marketing list arrangement.

Neither Customer nor its agents shall reveal Qwest as the source of the information described in this section without the express written consent of Qwest.

4.0 CHARGES AND PAYMENT.

Qwest agrees to license, and Customer agrees to use, ADV pursuant to the terms and conditions of the applicable tariffs in each of the states, the terms and conditions of this Agreement, and the prices set forth in Schedule A, which shall supplement the tariffs to the extent they are not in conflict or inconsistent therewith, in which case the tariff shall prevail. Qwest reserves the right to modify such prices upon thirty (30) days written notice to Customer.

Pricing

The ADV pricing structure is based upon how the information is requested, e.g., whether the method is Batch, RSS Online, or call into Carrier Service Bureau.

| Request Method | Look Up Fee | Jl | Unit |
|--|--|----|--------------------------------|
| Batch Request (Internet or Transmission) | \$.25 per account | A | Plus \$.25 per WTN/TER |
| | | E | Plus \$.25 per WTN/TER |
| | | B | Plus \$.50 per WTN/TER |
| <i>Utah Only</i> | \$.24 per account JI A \$.25 per account JI E/B | A | Plus \$.24 per WTN/TER |
| | | E | Plus \$.25 per WTN/TER |
| | | B | Plus \$.49 per WTN/TER |
| RSS On-line Look Up | \$.25 per account | A | Plus \$.25 per WTN/TER viewed |
| | | E | Plus \$.25 per WTN/TER viewed |
| | | B | Plus \$.50 per WTN/TER viewed |
| <i>Utah Only</i> | \$.24 per account JI A \$.25 per account JI E/B | A | Plus \$.24 per WTN/TER viewed |
| | | E | Plus \$.25 per WTN/TER viewed |
| | | B | Plus \$.49 per WTN/TER viewed |
| Call into Wholesale Carrier Services | \$2.50 per account | A | Plus \$.35 per WTN/TER viewed |
| | | E | Plus \$.35 per WTN/TER viewed |
| | | B | Plus \$.70 per WTN/TER viewed |
| <i>Utah Only</i> | \$2.40 per account JI A \$2.50 per account JI E/B | A | Plus \$.35 per WTN/TER viewed |
| | | E | Plus \$.35 per WTN/TER viewed |
| | | B | Plus \$.70 per WTN/TER viewed |

**SERVICE EXHIBIT 2
ADV SERVICES EXHIBIT AND RATE SCHEDULE
SUBSCRIPTION MASTER SERVICES AGREEMENT**

5.0 DEFINITIONS.

"ABEC" means Alternate Billing Entity Code. ABEC is a billing and collections agency identification code.

"ADV" means Account Data Verify, which includes BNA information as well as the ADV information.

"BNA" means Billing Name and Address.

"BTN/WTN" means Billing Telephone Number/Working Telephone Number combination.

"Business Day" means Monday through Friday excluding bank holidays.

"COIN" means Public Pay Telephone.

"Customer Account Record Exchange" also known as "CARE", was originally developed to facilitate the exchange of customer account information between the Access Provider and the Access Customer. It generically identifies data elements that might be shared between Access Customer and Provider and supports a data format intended to facilitate the mechanized exchange of that information. It is intended to provide a consistent definition and data format for the exchange of common data elements.

"CARR" Report, also known as the Carrier Participation Report, is a list of all end offices where the IXC is participating.

"CIC" means Carrier Identification Code.

"CSB" means Qwest's Carrier Service Bureau.

"End User" means a third party retail customer that subscribes to a Telecommunications Service provided by either of the Parties or by another Carrier or by two (2) or more Carriers.

"JI" means Jurisdictional Indicator.

"IXC" means Interexchange Carrier.

"Market Share" Report is a report that provides the overall market share for a company.

"MHP" means Mechanized Hold for Pending Orders.

"OBF", also known as the Ordering and Billing Forum Subscription Committee, establishes CARE standards.

"PAL" means per access line charge.

"Person" is a general term meaning an individual or association, corporation, firm, joint-stock company, organization, partnership, trust or any other form or kind of entity.

"PIC" means Primary Interexchange Carrier.

"PIC Dispute" is defined as any time an end user alleges that an unauthorized PIC change has been made to their account. If a Qwest Retail customer discovers that their carrier selection (interLATA, intraLATA, or both) has been changed without their knowledge or permission, they may report the dispute to Qwest, the alleged unauthorized IXC, or their IXC of choice.

"PICC" means Presubscribed Interexchange Carrier Charge.

"PON" means Pending Order Notification.

"RSS" means Regional Subscription System.

"TCSI" means a Transaction Codes/Status Indicator.

"Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

"Telecommunications Carrier" means any provider of Telecommunications Services, except that such term does not include aggregators of Telecommunications Services (as defined in Section 226 of the Act). A Telecommunications Carrier shall be treated as a Common Carrier under the Act only to the extent that it is engaged in providing Telecommunications Services, except that the Federal Communications Commission shall determine whether the provision of fixed and mobile satellite service shall be treated as common carriage.

"Telecommunications Services" means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

**SERVICE EXHIBIT 2
ADV SERVICES EXHIBIT AND RATE SCHEDULE
SUBSCRIPTION MASTER SERVICES AGREEMENT**

"TER" also known as Terminal Number in association with a working telephone number (WTN).

"WTN" means Working Telephone Number.

**SERVICE EXHIBIT 2
ADV SERVICES EXHIBIT AND RATE SCHEDULE
SUBSCRIPTION MASTER SERVICES AGREEMENT**

**SCHEDULE A
ADV
FORM TO ESTABLISH BILLING**

Customer Name _____ CIC(s) _____
ABEC Number _____

Brand New Customer _____
Customer Renewal _____
Customer Amendment _____

Customer may indicate those CARE products it is purchasing under this Agreement by placing a check mark next to the applicable product listing below:

(Check all that apply)
Account Data Verify (ADV) _____

ADV Security Code _____ (to be filled in by Qwest)

ACCESS METHOD:
(Check all that apply)

Online _____
Batch _____
Call to Carrier Service Bureau _____

NOTE:

All new RSS Online Access customers must also fill out the "New or Existing Carrier Participation" form at the following URL:
<http://www.qwest.com/wholesale/rss/rssUserSubscription4.html>

Also fill out the "Establish or Change Input and Output Requirements" form at the following URL:
<http://www.qwest.com/wholesale/rss/rssUserSubscription4.html>

BILL TO:

Customer Name _____
Attention _____
Address _____
City, State, Zip _____
Telephone Number _____
Email Address _____

CUSTOMER CONTACT:

Customer Contact _____
Address _____
City, State, Zip _____
Telephone Number _____
Email Address _____

List User IDs for RSS Online Access

Send the completed form to your QWEST Sales Representative

**SERVICE EXHIBIT 2
ADV SERVICES EXHIBIT AND RATE SCHEDULE
SUBSCRIPTION MASTER SERVICES AGREEMENT**

**SCHEDULE B
ADV
TCSIs Supported by Qwest**

Input TCSIs

- **0502** Request for Working Telephone Numbers (WTNs)/Terminals (TERs) for Submitted Billing Telephone Number (BTN)
- **0504** Request for Working Telephone Number (WTN) for Submitted Billing Telephone Number (BTN)
- **0571** Request for ADV information for WTN/TER Submitted

Output TCSIs

- **2505** Working Telephone Number (WTN)/Terminals (TERs) for Billing Telephone Number (BTN) as requested by AC-Primary Interexchange Carrier (PIC) assigned to requesting AC
- **2506** Working Telephone Number (WTN)/Terminals (TERs) for Billing Telephone Number (BTN) as requested by AC – Primary Interexchange Carrier (PIC) not assigned to requesting AC
- **2507** Working Telephone Number (WTN)/Terminals (TERs) for Billing Telephone Number (BTN) as requested by AC – Primary Interexchange Carrier (PIC) not specified
- **2571** Account Data Verification information for single WTN requested by AC – PIC'd to requesting AC
- **2572** Account Data Verification information for single WTN requested by AC – PIC'd to other AC
- **2573** Account Data Verification information for single WTN requested by AC – PIC'd to NO