

### QWEST SUBSCRIPTION MASTER SERVICES AGREEMENT

#### SIGNATURE PAGE

The undersigned Parties have read and agree to the terms and conditions set forth in the attached Subscription Master Services Agreement.

**QWEST:**

**QWEST CORPORATION**

Signature: \_\_\_\_\_

Carla Stewart

Vice President - Finance

Date: \_\_\_\_\_



11/14/05

**CUSTOMER:**

**Qwest LD Corp.,**  
A Delaware corporation

Signature: \_\_\_\_\_

Pam Cox

Manager Provisioning

Date: \_\_\_\_\_

**NOTICE INFORMATION:**

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

To Qwest: Qwest Corporation  
1801 California Street, 10<sup>th</sup> Floor  
Denver, Colorado 80202  
Facsimile # 303-295-6973  
Attention: Wholesale Legal Department

To Customer: Qwest LD Corp.  
4650 Lakehurst Court  
Dublin, Ohio 43106  
Phone #: 614-215-6336  
Facsimile #: 614-215-6451  
E-mail: pam.cox@qwest.com  
Attention: Pam Cox

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#### **APPLICABLE SERVICES:**

Qwest agrees to offer and Customer agrees to purchase the Services indicated below by Customer's signatory initialing on the applicable blanks:

- \_\_\_\_\_ Exhibit 1 - Qwest Subscription Exhibit to Provide Premium CARE Services Exhibit 1
- \_\_\_\_\_ Exhibit 2 - Qwest Subscription Exhibit to Provide ADV Services Exhibit 2
- \_\_\_\_\_ Exhibit 3 - Qwest Subscription Exhibit to Provide BNA Services Exhibit 3
- X   Exhibit 4 - Qwest Subscription Exhibit to Provide Miscellaneous Report Services Exhibit 4
- \_\_\_\_\_ Exhibit 5 - Qwest Subscription Exhibit to Provide Resale CARE Services Exhibit 5
- \_\_\_\_\_ Exhibit 6 - Qwest Subscription Exhibit to Provide Information Platform Services Exhibit 6
- X   Exhibit 7 - Qwest Subscription Exhibit to Provide Local Service Provider ID Services Exhibit 7

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

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**QWEST CORPORATION**

Signature: \_\_\_\_\_  
Carla Stewart  
Vice President - Finance

Date: \_\_\_\_\_

**CUSTOMER:**  
**Qwest LD Corp.,**  
A Delaware corporation

Signature: Pam Cox  
Pam Cox  
Manager Provisioning

Date: 11-10-05

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Denver, Colorado 80202  
Facsimile # 303-295-6973  
Attention: Wholesale Legal Department

To Customer: Qwest LD Corp.  
4650 Lakehurst Court  
Dublin, Ohio 43106  
Phone #: 614-215-6336  
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E-mail: pam.cox@qwest.com  
Attention: Pam Cox

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# QWEST SUBSCRIPTION MASTER SERVICES AGREEMENT

THIS INFRASTRUCTURE SHARING MASTER SERVICES AGREEMENT, together with the signature page, annexes, addenda and exhibits attached hereto from time to time by the Parties (collectively, the "Agreement") is entered into by and between Qwest and Customer.

## GENERAL TERMS AND CONDITIONS

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

2. **Scope of Agreement; Service Provisioning; Controlling Documents.**

2.1 This Agreement describes the terms and conditions under which Qwest agrees to provide the services described in the applicable Service Exhibits. Services provided for under this Agreement must be in compliance with all applicable state and FCC rulings. Customer will utilize these services solely in accordance with the Agreement and applicable Service Exhibits. Customer warrants that these services will only be utilized by its interexchange company and/or affiliate and solely for the purposes relating to the provision of interexchange services as outlined in this Agreement and relevant Service Exhibits. This Agreement does not in any way implicate, supercede or override any Interconnection Agreement that the Customer and/or its affiliates may have in place with 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 Service Exhibit attached hereto and these General Terms and Conditions, 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 this Agreement and are 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; and (iv) 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. If Qwest makes such a decision that affects any Services received by Customer, Qwest will provide reasonable notice of its intent. 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 are set forth in the Service Exhibits. There is no minimum monthly revenue commitment associated with the Services.

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 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. Qwest reserves the right to modify such charges upon thirty days written notice to Customer.

### 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.

4.5 In the event a Tax is assessed against Qwest that is solely the responsibility of Customer and Customer desires to protest assessment, Customer shall submit to Qwest a statement of the issues and arguments requesting that Qwest grant Customer the authority to prosecute the protest in Qwest's name. Qwest's authorization shall not be unreasonably withheld. Customer shall finance, manage, control and determine the strategy for such protest keeping Qwest informed of the proceedings. However, the authorization shall be periodically reviewed by Qwest to determine any adverse impact on Qwest, and Qwest reserves the right to withdraw such authority at any time. Upon notice by Qwest that it is withdrawing such authority, Customer shall expeditiously terminate all proceedings.

4.6 In the event a Tax which is the responsibility of Customer pursuant to this Agreement is assessed against Qwest as part of a larger assessment against Qwest (a "Common Imposition"), Qwest shall give Customer written notice of the assessment. Customer shall timely respond to Qwest as to whether it desires to protest such assessment. All joint protests shall be financed in proportion to each Party's respective share of the protested amount, and any reduction in the Common Imposition shall be shared in the same ratio. All protests

<sup>1</sup> If Customer is an existing wholesale customer of Qwest, then: (a) 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 Services provisioned thereunder after the date on which the Agreement/Amendment is fully executed by all Parties

## QWEST SUBSCRIPTION MASTER SERVICES AGREEMENT

of Common Impositions shall be controlled and managed by Qwest with consideration given to the input by Customer. In the event either Party chooses not to participate in a protest of a Common Imposition, such Party shall timely notify the other Party of such decision. Thereafter, if the Party desiring to protest chooses to proceed, such Party shall be solely responsible for financing, controlling, managing, and determining the strategy of the protest. All reductions from the protest shall accrue to the benefit of the Party financing such protest. If Qwest is the non-participating Party in a protest of a Common Imposition, Customer shall submit to Qwest a statement of the issues and arguments requesting that Qwest grant Customer the authority to prosecute the protest in Qwest's name. Qwest's authorization shall not be unreasonably withheld, however, Qwest reserves the right to withdraw such authority at any time. Upon notice by Qwest that it is withdrawing such authority, Customer shall expeditiously terminate all proceedings. Customer shall finance, manage, control and determine the strategy for such protest keeping Qwest informed of the proceedings.

5. **Use of Name and Marks.** Neither Party shall use any trademark, service mark, brand name, copyright, patent, or any other intellectual property of the other Party or its respective Affiliates without the other Party's prior written consent and in the case of Qwest, with the prior written consent of Qwest's Chief Marketing Officer or his designee. Qwest's name and the names of its Affiliates are proprietary and nothing herein constitutes a license authorizing their use, and in no event shall Customer attempt to sell service to its End Users using the name of Qwest or its Affiliates. In addition, Customer shall not state to End Users or prospective End Users: (i) that they will be Qwest customers or that they may obtain Qwest service from Customer; or (ii) that Customer has any relationship with Qwest other than an agreement to purchase Services on a wholesale basis. Since a breach or anticipated breach of this material obligation may cause irreparable harm for which monetary damages may be inadequate, in addition to other available remedies, the non-breaching Party may seek injunctive relief for any disclosure, or threatened disclosure, in violation hereof.

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

6.1 **Payment Obligation.** Qwest will invoice Customer monthly for all Services. All invoiced amounts shall be remitted to the address listed in the Customer's billing invoice. Amounts 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 and a half percent (1.5%) per month 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 with notice: (i) refuse to provision any requested services; (ii) temporarily suspend any and all Services until Customer has paid all past due amounts (including interest); and/or (iii) 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 undisputed amounts due (any such withholding not to exceed twenty percent (20%) of the total invoiced amount), 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. Notification and Complete Documentation of a Bona Fide Dispute must be sent to the billing contact listed on Customer's billing invoice. 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 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.

7. **Term.** This Agreement shall be effective as of the Effective Date and continue for thirty-six (36) months (the "Initial Term"). 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 immediately and without notice: (a) if Customer is or becomes insolvent; or (b) for Cause. 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 a Service Exhibit for Cause, or if Cause exists to terminate all or substantially all of the Services, then Customer may terminate the Agreement in its entirety. If Customer terminates this Agreement for Cause, Customer shall only be liable for charges accrued but unpaid as of the termination date, unless Customer's Cause for termination is deemed invalid by a court of competent jurisdiction and/or an appropriate regulatory body. If Customer terminates this Agreement 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.**

WITHOUT LIMITING ANY EXPRESS FINANCIAL OR LIABILITY PROVISIONS PROVIDED FOR IN 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 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 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 NON-INFRINGEMENT OF THIRD PARTY RIGHTS. NOTWITHSTANDING THE FOREGOING, QWEST'S TOTAL LIABILITY HEREUNDER SHALL IN NO EVENT EXCEED THE LESSER OF: (I) CUSTOMER'S PROVEN DIRECT DAMAGES; OR (II) THE AGGREGATE AMOUNT

## QWEST SUBSCRIPTION MASTER SERVICES AGREEMENT

OF ANY APPLICABLE OUTAGE CREDITS DUE UNDER THE SERVICE EXHIBIT FOR THE AFFECTED SERVICE. THE FOREGOING LIMITATION APPLIES TO ALL CAUSES OF ACTIONS AND CLAIMS, INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS. IN ANY ARBITRATION UNDER THIS AGREEMENT, THE ARBITRATOR SHALL NOT BE ABLE TO AWARD, NOR SHALL ANY PARTY BE ENTITLED TO RECEIVE PUNITIVE, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, RELIANCE OR SPECIAL DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS OR ANY OTHER DAMAGES NOT OTHERWISE RECOVERABLE UNDER THIS AGREEMENT.

Customer acknowledges and accepts the reasonableness of the foregoing 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. For purposes of this Section 9, all references to Customer include its respective Affiliates, End Users, agents, officers, directors, shareholders, employees, successors, and assigns.

10. **Relationship.** Unless specifically provided for otherwise in this Agreement, (i) 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 and (ii) 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 Customer and its respective Affiliates, successors, and assigns. Customer shall not assign, sell or transfer this Agreement or any of its rights or obligations hereunder, including the right to receive the Services, whether by operation of law or otherwise, without the prior written consent of Qwest, which consent will not be unreasonably withheld or delayed. Any attempted assignment in violation hereof shall be null and void and shall be deemed a material breach of this agreement.

12. **Reporting/Filing Requirements.** If reporting or filing 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, including seeking confidential status for the Agreement if warranted, and to hold Qwest harmless for any failure by Customer in this regard. Customer acknowledges that Qwest may, in its sole discretion, provide this Agreement to a state commission for informational and/or regulatory purposes.

### 13. **Customer's Resale and End User Responsibilities.**

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'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 federal, state or local law or regulation applicable to Customer's resale of the Services; (b) Customer or its End Users commit any illegal acts relating to the

subject matter of this Agreement; or (c) Customer fails to comply with any representations made by Customer under this Agreement. Customer shall: (i) be liable to Qwest for any damages caused by any intentional or illegal acts of Customer, (e.g., slamming or cramming) 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.

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.** No publicity regarding the existence and/or terms of this Agreement may occur without Qwest's prior express written consent, and such written consent, if granted, may be granted only by Qwest's Chief Marketing Officer or his designee. The content and timing of any press releases and all other publicity regarding the subject matter of this Agreement or Customer's relationship with Qwest, if authorized, shall be mutually agreed upon by the parties in advance. Notwithstanding anything to the contrary, Customer may not make any disclosure to any other person or any public announcement regarding this Agreement or any relation between Customer and Qwest, without Qwest's prior written consent. In addition, both Parties shall comply with the provisions contained in Section 5 of 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 without regard to its choice of law principles, except and to the extent that (a) the United States Communications Act of 1934, as

## QWEST SUBSCRIPTION MASTER SERVICES AGREEMENT

amended and interpreted by a court and/or regulatory agency of competent jurisdiction, 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 Any unresolved disputes, controversy or claims arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, will be finally settled by binding arbitration at the office of the AAA located in Denver, Colorado, United States. The arbitration will be held in accordance with the AAA Rules, as amended by this Agreement, which rules are hereby incorporated by reference into this Section. Either Party may initiate arbitration by providing written demand for arbitration (with a copy to the other Party), a copy of this Agreement and the administrative fee required by the AAA Rules to the AAA in Denver, Colorado, United States. The remaining cost of the arbitration, including arbitrator's fees, shall be shared equally by the Parties unless the arbitration award provides otherwise. Each Party shall bear the cost of preparing and presenting its case. The tribunal shall consist of three arbitrators. One arbitrator will be appointed in accordance with the AAA Rules within thirty (30) calendar days of the submission of the demand for arbitration. The Parties agree to undertake all reasonable steps to expedite the arbitration process. All negotiations connected with the arbitration shall be conducted in complete confidence, and the Parties undertake not to divulge details of such negotiations except to their professional advisors who shall also be subject to such confidentiality and shall be without prejudice to the rights of the Parties in any future proceedings. The arbitrator shall designate the time and place in Denver, Colorado, United States for the hearing within thirty (30) calendar days of his or her appointment. Qwest and the Customer agree that the arbitrator's authority to grant relief shall be subject to the provisions of this Agreement, the USAA, the ABA-AAA Code of Ethics for Arbitrators in Commercial Disputes, the Communications Act of 1934, as amended, and any other applicable law. The arbitrator's shall be bound by the Parties' substantive agreements and agreements with regard to dispute resolution in rendering his or her decision and shall follow the plain meaning of the Agreement. An arbitrator's decision shall be final, binding, and enforceable in a court of competent jurisdiction.

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 Affiliates and End Users).

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 represents and warrants that, in the performance of its obligations hereunder, it has not made, and will not make, any such proscribed payment.

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 INFRASTRUCTURE SHARING SERVICES AGREEMENT

### ADDENDUM 1 DEFINITIONS:

"AAA" means the American Arbitration Association.

"AAA Rules" means the commercial Arbitration Rules of the American Arbitration Association, as amended by this Agreement.

"Affiliate(s)" means: (i) any individual, corporation, partnership, limited liability company, limited liability partnership, practice, association, joint stock company, trust, unincorporated organization or other venture or business vehicle (each an "Entity") in which a Party owns a ten percent (10%) or greater equity interest; or (ii) any Entity which, directly or indirectly, is in Control of, is Controlled by or is under common Control with a Party, as applicable, after applying the attribution rules of Section 318 of the U.S. Internal Revenue Code. In addition to the below definition of "Control" and for the purpose of this definition, "Control" of an Entity shall also include the power, directly or indirectly, whether or not exercised to vote fifty percent (50%) (or such lesser percentage as is the maximum allowed to be owned by a foreign corporation in a particular jurisdiction) or more of the securities or other interests having ordinary voting power for the election of directors or other managing authority of such Entity. Notwithstanding the foregoing, for the purposes of this Agreement, Qwest and Customer shall be deemed not to be 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 invoiced 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" shall be deemed to have occurred 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. A Change of Control shall not include any assignment permitted under this Agreement pursuant to Section 11.

"Complete Documentation" means documentation and other detailed written support which identifies with specificity 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.

"Control" (and "Controls," "Controlling," "Controlled by" and "under common Control with" shall be construed accordingly) as applied to any Party means the possession directly or indirectly of the power to direct or cause the direction or the management and policies of that Party, whether through the ownership of voting securities, partnership or equity, by contract or otherwise. Where any two parties together satisfy any of this definition, they shall be deemed to have Control. For purposes of this definition, there shall be attributed to any Party rights and powers of a nominee for it (that is to say, any rights or powers that

another Party possesses on its behalf or may be required to exercise on its direction or behalf).

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

"Customer" means the customer identified in the signature page that executed this Agreement as "Customer".

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

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

"Effective Date" means the latest date of execution of this Agreement by a Party; *provided, however*, 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 any jurisdiction having such requirements until the filings have occurred.

"Escrow Agent" means, entity or person indicated by Qwest to Customer in writing.

"FCC" means the Federal Communications Commission.

"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 therefor; 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, as amended from time to time.

"Parties" means collectively Qwest and Customer.

"Party" means either Qwest or Customer.

"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.

"Qwest" means the entity identified in the signature page that executed this Agreement as "Qwest".

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

## QWEST INFRASTRUCTURE SHARING SERVICES AGREEMENT

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

"Service Exhibits" means those service descriptions and rate schedules attached hereto as an exhibit, pursuant to which Qwest shall provide or cause to be provided acting as Customer's agent, and Customer shall purchase the applicable Services.

"Tax" or "Taxes" mean(s) any and all applicable 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

"USAA" means the United States Arbitration Act.



**SERVICE EXHIBIT 4  
MISCELLANEOUS REPORT SERVICES EXHIBIT AND RATE SCHEDULE  
SUBSCRIPTION MASTER SERVICES AGREEMENT**

**1.0 MISCELLANEOUS REPORT INITIAL TERM.**

The term of this Service Exhibit 4 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 MISCELLANEOUS REPORT SERVICES TO BE PROVIDED BY QWEST.**

Customer List (2414) Description:

A Customer List (2414) Report is made up of billed and working telephone numbers and associated billing name and addresses of Qwest subscribers in the Qwest Region which have selected the requesting carrier as their primary interexchange or intraexchange carrier (PIC).

Lists are ordered by Customer Account Type (business/residence/coin or all) and by location (state/NPA-NXX/CLLI code or all). An order for any combination of the available options constitutes a Customer List. Lists will be in standard CARE format. Shared Tenant records will include Customer of Record billed telephone number, billing name and address, and working telephone numbers. Individual tenant name and address will not be provided.

Enhanced Customer List (2414) Description:

An Enhanced Customer List is a list of customers PIC'd to the requesting carrier that only have the following characteristics:

- PIC Freezes: Accounts that have a PIC Freeze will populate to this List.
- Toll Blocks: Accounts that have an InterLATA Toll Block will sort to this List.
- Social Security Numbers: Accounts that display social security numbers will sort to this List.
- Switchless Reseller Indicators: Accounts that carry the "switchless reseller indicator" will populate to this List.

Lists are sorted by the above characteristics and include billed and working telephone numbers and the associated billing name and addresses. Lists are ordered by Customer Account Type (business/residence/coin or all) and by locations (state/NPA-NXX/CLLI codes or all). An order for any combination of the available options constitutes an Enhanced Customer List. Lists will be in standard CARE format. Shared Tenant records will include Customer of Record billed telephone number, billing name and address, and working telephone numbers. Individual tenant name and address will not be provided.

PICC (2428) List Description:

The PICC List provides a copy of the carrier's PICC charges and bill detail for a specified billing month. The PICC (2428) list mirrors the PICC bill data of the month requested. The PICC List will not reflect the current RSS data, but rather provides detail to support the PICC billed summary records from the month requested. Lists will be in standard CARE format.

The PICC List is provided in CARE format using the 2428 TCSI, and provides a listing of Working Telephone Numbers (WTNs) that were associated with the carrier's PICC bill for the requested month.

PICC charges are at the interLATA level only, so all information provided is at the J/E level of detail.

The PICC Report may be ordered for the carrier's entire database or for the following specified criteria:

- Customer Type Indicator (CTI – business, residential, but not COIN)
- State
- Monthly timeframe

CARR List Description:

The CARR report is a list of all end offices in which the requesting carrier participates. The CARR report is available on an ad hoc basis. The non-recurring charge for the CARR report is billed on a per report basis, regardless of the report criteria specified. This report is produced in standard CARE format and is delivered in a file separate from the carrier's normal CARE output file (output is sent via the Internet or NDM transmission). If the report is ordered for the carrier's entire database, it will include all end office CLLI codes, in all states, for all customers, and will show the end office participation as J/E, A, or B.

**SERVICE EXHIBIT 4  
MISCELLANEOUS REPORT SERVICES EXHIBIT AND RATE SCHEDULE  
SUBSCRIPTION MASTER SERVICES AGREEMENT**

JI E = InterLATA (PIC only)  
JI A = IntraLATA (LPIC only)  
JI B = Both interLATA and intraLATA (PIC and LPIC)

The CARR List may be ordered for the Customer's entire database or by specific criteria including:

- Jurisdiction (interLATA, intraLATA, or both)
- Area Code (NPA)
- Area Code/Prefix (NPA/NXX) of CLLI
- State
- Customer Type Indicator (business, residence, coin)

Market Share List Description:

The Market Share List provides the number of accounts and lines subscribed to a Carrier and includes the percentage of the entire market

for the particular Carrier. The Market Share report is available on an ad hoc basis. This report does not include resold accounts. The non-recurring charge for the Market Share report is billed on a per report basis, regardless of the report criteria specified. This report is available via email and not in a standard CARE format.

The Market Share report may be ordered for the carrier's entire database or by specific criteria including:

- Jurisdiction (interLATA, intraLATA, or both)
- State
- Area Code (NPA)
- Area Code/Prefix (NPA/NXX)

Resale Enhanced Customer List (4401) Description:

The Resale Enhanced Customer List provides a complete list of all resold telephone numbers subscribed to the requesting Interexchange carrier. Carriers may want to use this list to build and validate their resold database or whenever a merger takes place so all accounts PIC'd to the From CIC can be identified and the co-providers notified of the merger activity. CLECs should not use the 4401 as validation of their LSRs. The Resold Enhanced Customer List is provide in standard CARE format using the 4401 TCSI, a listing of Working Telephone Numbers (WTNs) that have been selected by end user to the requesting Interexchange carrier in a local resale environment. The Resale Enhanced Customer List is a snapshot of the carrier's subscribed customers on a given day and is not intended for validation of daily processing. Reports can be ordered on an "as needed" basis.

Resale Enhanced Customer List may be ordered for the carrier's entire database or for the following specified criteria:

- Customer Type Indicator (business, residence, coin)
- Local Service Provider ID (LSPID)
- State
- End Office
- Area Code (NPA)
- Area code/prefix (NPA/NXX)

**3.0 OBLIGATIONS OF CUSTOMER.**

Authorized Use

Customer List /Enhanced Customer List information is provided for the purpose of validating the requesting carrier's PIC'd customer database.

Delivery Schedule

Qwest will ordinarily ship a List within thirty days of Qwest's receipt of an Order Form, exclusive of weekends and Qwest's normal holidays. List(s) will be delivered within ten days of when the list is generated. Qwest will notify Customer, as soon as practicable, of any delay in shipping a List. Reports can be ordered on an "as needed" basis.

Unauthorized Use

Customer will not use Services to establish a database for resale purposes, or the purposes of selling, publishing, licensing, or assigning Services. Services are "Confidential Information" as defined in Section 15 of the Qwest Subscription Master Services Agreement.

Customer shall not use non-published and non-listed information 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

**SERVICE EXHIBIT 4  
MISCELLANEOUS REPORT SERVICES EXHIBIT AND RATE SCHEDULE  
SUBSCRIPTION MASTER SERVICES AGREEMENT**

employees and/or agents with a need-to-know as required to fulfill its obligations under this Agreement.

Both parties agree to comply with any applicable federal, state, or local laws, court orders, agency orders, rules or regulations that limit the release of End User information.

**4.0 CHARGES AND PAYMENT.**

Customer List:

The charges for Customer List shall be as follows:

- \$ .03 per record with Jurisdictional Indicator "E" (InterLATA)
- \$ .03 per record with Jurisdictional Indicator "A" (IntraLATA)
- \$ .06 per record with Jurisdictional Indicator "B" (Both Inter & IntraLATA)

Enhanced Customer List:

The charges for Enhanced Customer List shall be as follows:

- \$ .05 per record displaying a PIC Freeze
- \$ .05 per record displaying a Toll Block
- \$ .40 per record displaying a Social Security Number
- \$ .05 per record displaying a Switchless Reseller Indicator

PICC (2428) List:

The charge for PICC (2428) Reports shall be as follows:

- \$0.03 per record returned

CARR List:

The charge for each CARR Report is \$500.00

Market Share List:

The charge for each Market Share Report is \$500.00

Resale Enhanced Customer List:

The charge for Resale Enhanced Customer List (4401) shall be as follows:

- \$ .05 per record with Jurisdictional Indicator "E" (InterLATA)
- \$ .05 per record with Jurisdictional Indicator "A" (IntraLATA)
- \$ .10 per record with Jurisdictional Indicator "B" (Both Inter & IntraLATA)

**5.0 DEFINITIONS.**

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

"ADV" means Account Data Verify.

"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.

**SERVICE EXHIBIT 4  
MISCELLANEOUS REPORT SERVICES EXHIBIT AND RATE SCHEDULE  
SUBSCRIPTION MASTER SERVICES AGREEMENT**

"CLLI" means Common Language Location Identifier. A CLLI code is an 11-digit code that Qwest assigns to a Carrier's location to designate the central office or area served by a central office. Characters 5 & 6 are the state code, 7 & 8 are the central office name and 9 through 11 specify equipment type.

"CSB" means 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.

"LPCI" means Local Primary Interexchange Carrier.

"LSR" means Local Service Request.

"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.

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

"WTN" means Working Telephone Number.

**SERVICE EXHIBIT 4  
MISCELLANEOUS REPORT SERVICES EXHIBIT AND RATE SCHEDULE  
SUBSCRIPTION MASTER SERVICES AGREEMENT**

**SCHEDULE A  
MISCELLANEOUS REPORTS  
FORMS TO ORDER LISTS**

The Customer List (2414) is ordered by completing the form titled "Customer List (2414)" at the following URL: <http://www.qwest.com/wholesale/rss/rssUserSubscription4.html> and emailing the form to the address listed on the form.

The Enhanced Customer List (2414) is ordered by completing the form titled "Enhanced Customer List (2414)" at the following URL: <http://www.qwest.com/wholesale/rss/rssUserSubscription4.html> and emailing the form to the address listed on the form.

The PICC List (2428) is ordered by completing the form titled "2428 PICC Report" at the following URL: <http://www.qwest.com/wholesale/rss/rssUserSubscription4.html> and emailing the form to the address listed on the form.

The Carrier Participation Report or CARR List (CLP) is ordered by completing the form titled "CARR Report" at the following URL: <http://www.qwest.com/wholesale/rss/rssUserSubscription4.html> and emailing the form to the address listed on the form.

The Market Share List (CLP) is ordered by completing the form titled "Market Share Report" at the following URL: <http://www.qwest.com/wholesale/rss/rssUserSubscription4.html> and emailing the form to the address listed on the form.

The Resale Enhanced Customer List (4401) is ordered by completing the form titled "Resale Enhanced Customer List (4401)" at the following URL: <http://www.qwest.com/wholesale/rss/rssUserSubscription4.html> and emailing the form to the address listed on the form.

**SERVICE EXHIBIT 7  
LSPID SERVICES EXHIBIT AND RATE SCHEDULE  
SUBSCRIPTION MASTER SERVICES AGREEMENT**

**1.0 LOCAL SERVICE PROVIDER IDENTIFICATION (LSPID) INITIAL TERM.**

The term of this Service Exhibit 7 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 LSPID SERVICES TO BE PROVIDED BY QWEST.**

**SERVICES.**

LSPID consists of Qwest providing to Carrier the Local Service Provider Identification of the company to whom an End User is subscribed for local telecommunication service. LSPID may also identify the facility-based provider in a number portability arrangement.

Provision of LSPID

LSPID is provided as follows:

- A. When an End User line is resold, Qwest will send a disconnect CARE record to Carrier advising Carrier that Qwest is no longer the Local Service Provider for that End User. The LSPID number is provided in the designated field of the CARE record or on the FASTPIC response.
- B. If Carrier receives an authorized PIC change request from an End User whose line is resold and if Carrier submits the PIC change to Qwest as the owner of that End User NPA/NXX, Qwest will issue a reject CARE record or FASTPIC response which contains the LSPID.
- C. If Carrier submits to Qwest an account data verification ("ADV") or billing name and address ("BNA") CARE request on an End User whose line has been resold, Qwest will issue a reject CARE record which contains the LSPID.

**3.0 OBLIGATIONS OF CUSTOMER.**

Authorized Use of LSPID

LSPID shall be used by Carrier solely for identifying the provider of local telecommunication services for Carrier's End Users.

Restriction on Use

Carrier will not use LSPID:

- 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 LSPID.

Carrier shall not use non-published and non-listed information 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 Carrier to anyone other than its employees and/or agents with a need-to-know as required to fulfill its obligations under this Agreement. Carrier 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.

**SERVICE EXHIBIT 7  
LSPID SERVICES EXHIBIT AND RATE SCHEDULE  
SUBSCRIPTION MASTER SERVICES AGREEMENT**

**4.0 CHARGES AND PAYMENT.**

JI A (intraLATA)	JI E (InterLATA)	JI B (both Inter and intraLATA)
\$.07 per record sent with LSPID	\$.07 per record sent with LSPID	\$.07 per record sent with LSPID
\$.09 per record sent with NPI indicator	\$.09 per record sent with NPI indicator	\$.09 per record sent with NPI indicator

Qwest reserves the right to modify such prices upon thirty days written notice to Carrier.

**5.0 DEFINITIONS.**

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

"ADV" means Account Data Verify.

"BTN" means Billing Telephone Number. The telephone number designated as such for purposes of billing all end user charges.

"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.

"CLLI" means Common Language Location Identifier. A CLLI code is an 11-digit code that Qwest assigns to a Carrier's location to designate the central office or area served by a central office. Characters 5 & 6 are the state code, 7 & 8 are the central office name and 9 through 11 specify equipment type.

"CSB" means 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.

"LPCI" means Local Primary Interexchange Carrier.

"LSP" means Local Service Provider.

"LSPID" means Local Service Provider Identification.

"LSR" means Local Service Request.

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

"MHP" means Mechanized Hold for Pending Orders.

"NPI" means Number Portability Indicator.

"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,

**SERVICE EXHIBIT 7  
LSPID SERVICES EXHIBIT AND RATE SCHEDULE  
SUBSCRIPTION MASTER SERVICES AGREEMENT**

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.

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

"WTN" means Working Telephone Number. A Working Telephone Number (WTN) is an additional telephone number belonging to an account and is listed under the Billing Telephone Number.



**SERVICE EXHIBIT 7  
LSPID SERVICES EXHIBIT AND RATE SCHEDULE  
SUBSCRIPTION MASTER SERVICES AGREEMENT**

**SCHEDULE A  
LSPID  
FORM TO ESTABLISH BILLING**

Customer Name \_\_\_\_\_

CIC(s) \_\_\_\_\_

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)

LSPID without NPI (LSPID) \_\_\_\_\_

LSPID with NPI (NPI) \_\_\_\_\_

**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**