

QWEST HIGH-SPEED INTERNET® HOST AGREEMENT
Interstate

This Qwest High-Speed Internet® Host Agreement and any exhibit(s) attached hereto ("Agreement") is between **Qwest Corporation** ("Qwest") and the end user of the Qwest service(s) described below ("Customer" or "you"). Please review the Agreement carefully; it governs your use and Qwest's provision of the Service.

BY USING OR PAYING FOR THE SERVICE AND/OR FAILING TO CANCEL SERVICE WITHIN 30 DAYS AFTER RECEIVING THIS AGREEMENT, YOU AFFIRM THAT YOU UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS IN THIS AGREEMENT, EVEN IF YOU CHOOSE NOT TO READ IT. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS IN THIS AGREEMENT (INCLUDING FUTURE REVISIONS), DO NOT USE THE SERVICE, AND CALL YOUR QWEST AT THE FOLLOWING NUMBERS TO CANCEL THE SERVICE IMMEDIATELY:

Large Business:	1 800-777-9594
Wholesale:	1 866-434-2555

1. Service.

1.1 Qwest will provide, and Customer will purchase, the Qwest High-Speed Internet® Host service ("Service"), which includes Bandwidth and interstate DS1 port(s) (if DS1 level service is selected by Customer) provided under this Agreement. Service allows the aggregation of the data streams from either Qwest High-Speed Internet® Subscribers' or Customer's End Users' multiple locations into a single host site, which is intended to provide access to the Internet. "End Users" means Customer's members, end users, customers, or any other third parties who utilize or access the Service or the Qwest network via the Service provided hereunder.

1.2 The data connection from Qwest High-Speed Internet® service to the Service is a dedicated virtual point-to-point connection across a shared backbone network ATM service. Bandwidth is available at the following peak range of speeds: (a) 1.544 Mbps; or (b) 3 Mbps up to 45 Mbps (in 3 Mbps increments). A minimum increment of 3 Mbps Bandwidth is required for each port except an interstate DS1 port, which requires 1.544 Mbps Bandwidth. Service can terminate/aggregate both DMT and CAP protocol based Qwest High-Speed Internet® service (ADSL) traffic.

1.3 Service may not be available in all areas. Availability of Service depends on availability and limits of Qwest wire centers and facilities. Service will not be provided using unsuitable facilities or if provision of Service creates interference with other services. End User Speed and availability of Service are not guaranteed. Uninterrupted or error-free Service is not guaranteed for the End User and Qwest may limit speeds.

1.4 Qwest reserves the right to change material features or functions of the Service upon not less than 30 days prior written notice; provided that Qwest may reduce the foregoing notice period, as necessary, if such modification is based upon Regulatory Activity.

1.5 Licenses; Dispatch Fee.

(a) If Qwest must access a building that houses Customer's premises to install, operate, or maintain Service or associated Qwest equipment, Customer will provide or secure at Customer's expense the following items: (i) appropriate space and power; and (ii) rights or licenses.

(b) Any facility or equipment repairs on Customer's side of the demarcation point are Customer's responsibility. If Customer requests a technician visit for a problem that Qwest determines: (i) not to be caused by Qwest facilities or equipment on the Qwest side of the demarcation point; or (ii) is on Customer's side of the demarcation point, Qwest will assess a separate dispatch fee. Qwest will notify Customer and obtain Customer's authorization before dispatching a technician.

2. Customer Obligations.

2.1 When Customer orders Service, Customer must provide the necessary information (e.g., data link connection identifier(s), and/or Internet protocol) to provision Service.

2.2 Customer is responsible for providing and installing: (a) all compatible customer provided equipment; (b) an interstate ATM access link, private line interstate circuit, or carrier facility where Qwest provisions an interstate ATM port; (c) an interstate ATM port (except interstate DS1 port, which is provided under this Agreement); and (d) the applicable interstate central office connection channel. Compatibility requirements and additional Service information are delineated in Qwest Tech. Pubs. 77392 and 77378.

2.3 Services described in section 2.2 are not provided under this Agreement, but may be purchased from Qwest pursuant to separate written agreement or under the Tariff, and are subject to additional charges.

3. Month to Month Term. Service under this Agreement is offered on a monthly basis, and automatically renews unless either party elects to terminate the Service by providing 30 days prior written notice to the other party.

4. Location(s). Qwest's records will document the location(s) where Qwest provides Service.

5. Charges. Customer must pay to Qwest all applicable MRCs and NRCs described in the Agreement. Customer understands the actual charges will be the charges in effect as set forth in the then-current [Rate Card](#). Qwest may decrease the MRCs and decrease or increase the NRCs for Service without notice. Qwest may increase the MRCs for Service upon not less than 30 days prior written notice; provided that Qwest may reduce the foregoing notice period, as necessary, if such modification is based upon

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Regulatory Activity. Customer must also pay Qwest any applicable Taxes assessed in connection with Customer's Service or installation rendered hereunder.

5.1 The MRC applies for each 1.544 Mbps and each 3 Mbps increment of Bandwidth, up through 45 Mbps. An Installation Charge applies for each Bandwidth increment installed, except 3 Mbps increment of Bandwidth installed at the same time as the corresponding interstate ATM port.

5.2 Charges for Other Services. Charges for other services are not included in this Agreement. Customer is responsible for additional services it purchases, including but not limited to those described in section 2.2.

6. Payment. Customer must pay Qwest all charges by the payment due date on the invoice. Any amount not paid when due will be subject to a late charge or interest at the lesser of the rate of 1½% per month or the highest rate permitted by applicable law. Qwest may reasonably modify the payment terms or require other assurance of payment based on Customer's payment history or a material and adverse change in Customer's financial condition. Customer must not remit payment for the Services by funds obtained through the American Recovery and Reinvestment Act (or ARRA) or other similar stimulus grants or loans that would obligate Qwest to provide certain information or perform certain functions unless those functions and obligations are specifically included and agreed to by the parties elsewhere in this Agreement or in an Amendment to this Agreement.

7. Service Changes. You may increase or decrease Bandwidth for your existing Service under this Agreement. If you wish to make other changes, a new term agreement is required. Please contact Qwest if you want to make changes to your Service.

7.1 Additional Service. Customer may request additional Service, and Qwest will supply such additions to Customer, if Qwest commercially offers such additions and necessary facilities are technically and practicably available. Charges for Service added to the Agreement will be at the then-current rates applicable to Service, as set forth in the Rate Card.

7.2 Changes to Existing Service.

(a) If Customer increases or decreases Bandwidth, Customer must pay Qwest a Change Charge for each increase or decrease. If Customer bulk transfers high-speed Internet subscribers from an existing port or Circuit to a new port or Circuit after Service is established, Customer must pay Qwest a Change Charge for each bulk transfer performed. If the bulk transfer is performed by a series of separate transfers, Customer will pay the Change Charge for each separate transfer. For example, if Customer requests a bulk transfer of 1,000 subscribers with 250 subscribers transferred per day, Customer would pay Qwest four Change Charges.

(b) If Customer increases or decreases ATM port speed and such change requires a change of (i) access link or (ii) increase or decrease of Bandwidth, such change will be considered an establishment of new Service to which Installation Charge(s) and MRCs applicable to new Service apply.

(c) If Customer moves or rearranges Circuits such that channel interface and/or Customer-designated location changes, the Installation Charge(s) and MRCs applicable to new Service at the time of the move or rearrangement will apply.

(d) If any Customer-requested work is performed on Service, including but not limited to work that results in a plant-type service rearrangement, design change, or re-groom, the Change Charge will apply. A service rearrangement is a change to an existing Circuit that does not result in a change of the physical location. A design change is one that requires engineering review and does not include a change of customer location, end user location, or access link speeds. A design change will require issuance of new order and cancellation of the original order.

8. Service Interruptions.

8.1 During a Qwest network and software update period, or to maintain Service it may be necessary to temporarily place Service central office equipment out of service. Qwest also reserves the right to temporarily interrupt Service at other times in emergency situations.

8.2 Customer's sole and exclusive remedy for interruptions of any kind to the Service is a credit allowance for service interruptions caused by Qwest. A service interruption is measured from the time the outage is reported to Qwest until the Service is operative. No credit shall be allowed for an interruption of less than 24 hours. For service interruptions of 24 hours or more, Customer will receive a credit equal to 1/30 of the MRC for each day, or affected portion thereof, of interrupted service.

8.3 No credit allowance applies when the interruption in Service is caused by: (a) Qwest maintenance or repair, rearrangements, updates, Force Majeure, or in emergency situations; (b) failure of non-Qwest equipment or systems; (c) Qwest inability to access the premises where Service is terminated; (d) Customer negligence; (e) Customer authorized change to Service; (f) Customer failure to release the Service for testing and/or repair and continued use of Service on an impaired basis; (g) Customer activity that interferes with or impairs Service, causes damage to Qwest facilities, impairs privacy, or creates hazards to Qwest employees or the public; (h) a common cause, for amounts less than one dollar; (i) third party provided portion of the Service; (j) local exchange service interruption; and (k) circuits not entirely within Qwest territory.

9. Termination.

9.1 Either party may terminate Service and/or this Agreement for Cause. "Cause" means the failure of a party to perform a material obligation under this Agreement, which failure is not remedied: (a) in the event of a payment default by Customer, within five days of separate written notice from Qwest notifying Customer of such default; or (b) in the event of any other material breach, within 30 days

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of written notice (unless a different notice period is specified in this Agreement). When Service has been terminated, the reactivation of the Service will only be allowed by the express approval of Qwest and is subject to applicable charges. If Service is terminated by you or Qwest, you will be required to pay any accrued but unpaid amounts related to Service through the effective date of termination.

9.2 Either party may terminate the Service or this Agreement, in whole or in part, without Cause at any time by providing thirty (30) days' prior written notice.

9.3 If Customer's Service is terminating for any reason, Qwest may contact Customer's End Users to migrate to a new Host service.

9.4 In certain areas, Qwest is changing its network to support newer high-speed Internet functionality. These changes include deploying non-ATM-based DSL service ("Remote-Based DSL"), which may interfere with or degrade existing End User DSL service or may limit availability of new ATM-based DSL service. Upon receipt of a trouble report involving interference with or degradation of DSL service to any of Customer's End Users, Qwest may attempt to correct the reported trouble. If the correction does not correct the reported trouble, or if Qwest determines that the existing ATM-based DSL service is no longer compatible with Remote-Based DSL, Qwest may immediately, and at its sole discretion, withdraw the ATM-based DSL service on an individual circuit basis. Qwest will incur no liability to Customer for any withdrawal of, interference with, or degradation to Service provided to Customer's End Users caused by Qwest's deployment of Remote-Based DSL. Termination of the Circuit over which Service is provided will be permitted only as set forth in the agreement applicable to that Circuit.

10. Disclaimer of Warranties. THE SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY QWEST, ITS AFFILIATES, AGENTS, OR CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES WILL CREATE ANY WARRANTY. CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICE.

11. Limitation of Liability.

11.1 NEITHER PARTY, ITS AFFILIATES, AGENTS, OR CONTRACTORS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, RELIANCE, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR FOR ANY LOST PROFITS OR REVENUES OR LOST DATA OR COSTS OF COVER RELATING TO THE SERVICE OR THE AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED AND REGARDLESS OF WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LIABILITY, LOSS OR DAMAGE. WITH REGARD TO ANY SERVICE-RELATED CLAIM BY CUSTOMER FOR DAMAGES THAT IS NOT LIMITED BY THE PRECEDING SENTENCE, CUSTOMER'S EXCLUSIVE REMEDIES FOR SUCH CLAIM WILL BE LIMITED TO THE APPLICABLE OUT-OF-SERVICE CREDITS, IF ANY. Notwithstanding the foregoing, the limitation of liability in this Section will not apply to: (a) a party's indemnification obligations; and (b) Customer's payment obligation for all charges under the Agreement, including without limitation, Service charges, Taxes, interest, and termination or cancellation charges.

11.2 Any claim or dispute arising out of or relating to this Agreement must be brought within two years after the cause of action arises.

12. Personal Injury, Death, and Property Damage. EACH PARTY WILL BE RESPONSIBLE TO THE OTHER PARTY FOR ACTUAL DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY, OR BODILY INJURY OR DEATH DIRECTLY CAUSED BY THE PARTY'S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE. YOU WILL NOT BE ENTITLED TO ANY OTHER DAMAGES, INCLUDING INDIRECT OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE FORM OF ACTION. Damages under this Section will be subject to the limitation of liability in this Agreement.

13. Indemnification. Customer will defend and indemnify Qwest, its Affiliates, agents, and contractors against all third party claims, liabilities, costs, and expenses, including reasonable attorneys' fees, arising from or related to: (a) the installation, use, modification, or resale of the Service by Customer; (b) personal injury or death to persons or loss or damage to personal tangible property resulting from the gross negligence or willful misconduct of the Customer; (c) claims for libel, slander, invasion of privacy, or infringement of any intellectual property rights arising from the use of the Service or the Internet; (d) patent infringement arising from Customer acts combining or using the Service in connection with facilities or equipment (circuit, apparatus, system or method) furnished by Customer; or (e) Customer negligent acts, errors or omissions.

14. Confidentiality; Publicity. Neither party will, without the prior written consent of the other party: (a) use the name or marks of the other party or its Affiliates; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, the Agreement) the Confidential Information of the other party during the term of the Agreement and for two years thereafter. Such consent may only be given on behalf of Qwest by its Legal Department. A party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under the Agreement, provided that the disclosing party gives the non-disclosing party reasonable prior written notice. In the event that Customer decides to permit any third party to access Qwest Confidential Information, through the creation of separate passwords or the sharing of Customer's password, Customer agrees to postpone access to the information until a written confirmation of understanding is secured from the third party regarding the treatment of such Confidential Information. These written confirmations shall be maintained by the Customer for two years after the access has been terminated.

15. Assignment. You may not assign this Agreement, or any of your rights or obligations under this Agreement, without the prior written consent of Qwest. Qwest may assign this Agreement and your rights and obligations under this Agreement, in whole or in part,

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at any time without notice to you and you agree to make all subsequent payments as directed. If we do that, we have no further obligations to you.

16. Dispute Resolution.

16.1 Governing Law; Forum. Colorado state law, without regard to choice-of-law principles, governs all matters arising out of, or relating to, this Agreement. Any legal proceeding arising out of, or relating to this Agreement, will be brought in a United States District Court, or absent federal court jurisdiction, in a state court of competent jurisdiction, in the location of the party to this Agreement not initiating the action, as indicated in the Notices section. Notwithstanding the forgoing, Qwest may initiate proceedings in Denver, Colorado to collect undisputed amounts billed.

16.2 Waiver of Jury Trial and Class Action. Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a trial by jury and any right to pursue any claim or action arising out of or relating to this Agreement on a class or consolidated basis or in a representative capacity.

17. Notices. Except as otherwise provided herein, all required notices must be in writing and sent to Qwest at 1801 California Street, Suite 900, Denver, Colorado 80202; Facsimile #: (888) 778-0054; Attn.: Legal Department, and to Customer at its then current address as reflected in Qwest's records; Attn.: General Counsel or other person designated for notices. Except as otherwise provided herein, all notices will be deemed given: (a) when delivered in person to the recipient named above; (b) three business days after mailed via regular U.S. Mail; (c) when delivered via overnight courier mail; or (d) when delivered by facsimile so long as duplicate notification is also sent by regular U.S. Mail.

18. General. Customer represents that it will not resell the Service and that its use of the Service will comply with all applicable laws. The Agreement is intended solely for Qwest and Customer and their permitted assigns and it will not benefit or be enforceable by any other person or entity, including without limitation, End Users. If any term of the Agreement is held unenforceable, such term will be construed as nearly as possible to reflect the original intent of the parties and the remaining terms will remain in effect. Neither party's failure to insist upon strict performance of any provision of the Agreement will be construed as a waiver of any of its rights hereunder. All terms of the Agreement that should by their nature survive the termination of the Agreement will so survive. Neither party will be liable for any delay or failure to perform its obligations hereunder if such delay or failure is caused by a Force Majeure Event. The Agreement constitutes the entire agreement between Customer and Qwest with respect to the subject matter hereof, and supersedes all prior oral or written agreements or understandings relating to the subject matter hereof. Modifications to the Service are permitted only as set forth in this Agreement. However, any change in rates, charges, or regulations mandated by the legally constituted authorities will act as a modification of any contract to that extent without further notice.

19. Definitions.

"Affiliate" means any entity controlled by, controlling, or under common control with a party.

"Bandwidth" means the virtual transport providing the connection and aggregation point for the high-speed Internet subscriber traffic from the ATM interface to a Customer-designated location.

"Change Charge" means the NRC Customer pays to Qwest for specified changes to Service.

"Circuit" means Customer's interstate ATM access link, private line interstate circuit, and/or carrier facility where Qwest provisions an interstate ATM port that Customer uses with the Service.

"Confidential Information" means any information that is not generally available to the public, whether of a technical, business or other nature and that: (c) the receiving party knows or has reason to know is confidential, proprietary or trade secret information of the disclosing party; and/or (d) is of such a nature that the receiving party should reasonably understand that the disclosing party desires to protect such information against unrestricted disclosure. Confidential Information will not include information that is in the public domain through no breach of this Agreement by the receiving party or is already known or is independently developed by the receiving party.

"Force Majeure Event" means an unforeseeable event beyond the reasonable control of that party, including without limitation: act of God, fire, flood, labor strike, sabotage, cable cut not caused by Qwest, acts of terror, material shortages or unavailability, government laws or regulations, war or civil disorder, or failures of suppliers of goods and services.

"Installation Charge" means the NRC Customer pays to Qwest for each installation of Bandwidth.

"MRCs" means monthly recurring charges.

"NRCs" means one-time, non-recurring charges.

"Rate Card" means the Qwest High-Speed Internet® Host Service Rate Card posted at <http://www.qwest.com/legal/hsihostserviceagreement/>.

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

"Tariff" means the applicable Qwest Private Line or ATM Tariff.

"Taxes" means federal, state and local taxes, surcharges, government imposed fees and charges and other similar charges.