

**QWEST ISDN PRS, AND/OR DSS ADVANCED AND/OR UAS
BULK RATED AGREEMENT**

This is an Agreement by and between **SmartNet** ("Customer") and **Qwest Corporation** ("Qwest") for the provision of Qwest Bulk Rated Integrated Services Digital Network Primary Rate Service ("ISDN PRS") and/or Bulk Rated Digital Switched Service Advanced ("DSS Advanced") and/or Bulk Rated Uniform Access Solution Service ("UAS") (individually and collectively referred to as "Service").

1. Scope.

1.1 ISDN PRS. If Customer purchases ISDN PRS, Qwest shall provide digital intraLATA, intrastate, switched local exchange telecommunications service utilizing ISDN PRS technology that transports and distributes voice, data, image, and/or facsimile communications separately or simultaneously over the public, switched, local exchange network. ISDN PRS components include a DS1 facility, an ISDN PRS service configuration, and trunks as indicated on Exhibit 1, which is incorporated herein by this reference. ISDN PRS operates at 1.544 megabits per second (Mbps). ISDN PRS may be configured as 23 B channels and one D channel, 24 B channels only (24B), or 23 B channels and one back-up D channel (23B+BUD). Each B channel transmits voice or data at 64 kilobits per second (Kbps). The D channel carries signaling information at 64 Kbps.

1.2 ISDN PRS-UAS. If Customer purchases ISDN PRS, Customer may also select Uniform Access Solution service as an optional feature as that service is defined in the Tariff (defined in Section 1.5) under Primary Rate Service. ISDN PRS-UAS is digital service with single-number route indexing, which includes a DS1 facility with common equipment, and a network connection which provides for local exchange, toll network access. Each DS1 facility utilizes the channels configured as: (a) In-only trunking; or (b) Two-way trunking.

1.3 DSS Advanced. If Customer purchases DSS Advanced, Qwest shall provide Customer with the use of (a) a digital DS1 facility, as indicated on Exhibit 1; (b) common equipment to interconnect with Qwest's local exchange switching office; and (c) advanced, flat usage trunks and DID trunk termination for access to the local exchange and toll networks. DSS Advanced operates at a maximum speed of 1.544 Mbps.

1.4 UAS. If Customer purchases UAS, Qwest shall provide Customer with digital service with single-number route indexing, which includes a DS1 facility with common equipment, as indicated on Exhibit 1, and a network connection which provides for local exchange, toll network access. Each DS1 facility utilizes the channels configured as: (a) In-only trunking; or (b) Two-way trunking.

1.5 Qwest shall provide Service in accordance with the applicable State Tariff, Price List, and/or Catalog ("Tariff") which governs Service in the state Service is provided, and which Tariff(s) is incorporated herein by this reference. In states where Qwest is required to offer Service per Tariff, any conflict between the Tariff and this Agreement shall be resolved in favor of the Tariff.

2. Term.

2.1 This Agreement shall become effective on the date on which it is executed by Qwest following Customer's execution of this Agreement ("Effective Date") and shall expire twenty-four (24) months from the date Service is available to Customer under this Agreement, as evidenced by Qwest records ("Term"). The Minimum Service Period for Service is twelve (12) months ("Minimum Service Period").

2.2 Should Qwest continue to provide Service after this Term without a further agreement, the service charges will convert to the applicable month-to-month rate under the terms and conditions of the applicable Tariff, or in its absence, this Agreement.

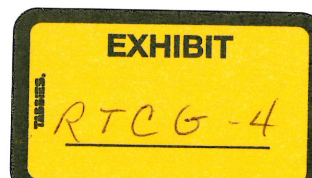
3. Service Provided.

3.1 Qwest will provide and maintain the Service at the locations and in the quantities specified in Exhibit 1.

3.2 Qwest shall notify Customer of the date Service is available for use. In the event Customer informs Qwest that it is unable or unwilling to accept Service at such time, the subject Service will be held available for Customer for a period not to exceed thirty (30) business days from such date ("Grace Period"). If after the Grace Period, Customer still has not accepted Service, Qwest may either: (a) commence with regular monthly billing for the subject Service; or (b) terminate the subject Service and invoice Customer for any applicable charges pursuant to Section 6.2, including the entire NRCs.

55 PU-2967-03-666

Pages: 9



4. Charges and Billing.

4.1 Customer shall pay the total monthly recurring charges ("MRCs") and nonrecurring charges ("NRCs") specified in Exhibit 1. Customer shall pay each bill in full by the payment due date on each bill ("Due Date"). Any amount owed and not received by Qwest by the Due Date shall be considered past due and subject to a late charges as specified by Tariff, and if there is no such rate specified by Tariff, the late charge shall be equal to one and one half percent (1½%) per month or the maximum allowed by law, whichever is less.

4.2 In addition to the MRCs and NRCs, Customer is responsible for all Taxes assessed in connection with the Service. "Taxes" means any and all applicable foreign, federal, state and local taxes, including without limitation, all use, sales, value-added, surcharges, excise, franchise, commercial, gross receipts, license, privilege or other similar taxes, levies, surcharges, duties, fees, or other tax-related surcharges, whether charged to or against Qwest or Customer, with respect to the Service, but excluding any taxes based on Qwest's net income.

4.3 The charges for Services under this Agreement, including any and all discounts to which Customer may be entitled, will be offered and charged to Customer independently from and regardless of the Customer's purchase of any customer premises equipment or enhanced services from Qwest.

4.4 If Service is not available in Customer's switch, interoffice mileage MRCs and NRCs for transport between switches shall apply.

5. Service Changes.

5.1 Moves. Customer may move the physical location of all or part of Service to another location within a Qwest serving area, provided the following conditions for the move are met; (a) Service moved to the new location is provided to Customer by Qwest; (b) Customer advises Qwest that Service at the new location replaces existing Service; (c) Customer's requests for the disconnection of the existing Service and the installation of Service at the new location are received by Qwest on the same date; (d) Customer requests that Qwest install the Service at the new location on or prior to the disconnection date of the existing Service; (e) Customer agrees to execute a written amendment evidencing the move; and (f) Customer agrees to pay all applicable charges for Service that will be provided at the new location.

5.2 Additions to Service. Service may be added up to twelve (12) months prior to the expiration date of this Agreement, at the rates specified herein. Qwest will supply such additions to Customer, subject to the following conditions: (a) Customer executes an appropriate addendum for such service; (b) Qwest commercially offers such additions and necessary facilities are technically and practicably available; and (c) a new Minimum Service Period is established for each new addition to Service.

5.3 Notwithstanding Section 5.2, Service may be added during the twelve (12) months prior to the expiration date of this Agreement, under the following circumstances: (i) Customer and Qwest renegotiate and execute a new agreement that would include existing Service plus the additional Service; (ii) Service is ordered pursuant to a new and separate agreement; or (iii) Service is ordered under the month-to-month tariff rates then in effect.

6. Termination Liability.

6.1 Qwest may (a) immediately suspend all or any part of the Service, and/or (b) terminate this Agreement (effective after the applicable notice period): (i) for cause or (ii) upon written notice if Customer becomes or is declared insolvent or bankrupt or is the subject of any proceedings related to its liquidation, insolvency or for the appointment of a receiver or similar officer for it. "Cause" means the failure of a party to perform a material obligation under this Agreement which failure is not remedied, if curable, upon thirty (30) calendar days written notice. Customer may terminate this Agreement for cause. If Customer terminates this Agreement for Cause prior to the conclusion of the Term, then Customer shall remain liable for charges accrued but unpaid as of the termination date.

6.2 If termination is prior to installation of Service, charges shall be those reasonable expenses incurred by Qwest through the date of termination.

6.3 If during the Minimum Service Period, Customer terminates this Agreement, or any portion of Service, for any reason other than Cause or Qwest terminates this Agreement under Section 6.1, Customer shall pay a termination charge of one hundred percent (100%) of the MRCs (or the applicable fraction thereof) multiplied by the number of months remaining in the Minimum Service Period, plus a termination charge of fifty percent (50%) of the MRCs (or the applicable fraction thereof) multiplied by the number of months remaining in the Term after the Minimum Service Period.

6.4 If after the Minimum Service Period, Customer terminates this Agreement, or any portion of Service, for any reason other than Cause or Qwest terminates this Agreement under Section 6.1, Customer shall pay a termination charge

of fifty percent (50%) of the MRCs (or the applicable fraction thereof) multiplied by the number of months remaining in the Term.

6.5 A termination charge will be waived when all of the following conditions are met: (a) Customer discontinues Service and signs a new service agreement(s) for any other Qwest-provided service(s); (b) the new service agreement(s) have a total value equal to or greater than one hundred fifteen percent (115%) of the remaining prorated value of the existing agreement(s) (excluding any special construction charges, applicable nonrecurring charges, or previously billed but unpaid recurring and/or nonrecurring charges); (c) Customer places the orders to discontinue Service and establish new service at the same time (within thirty (30) calendar days of each other if service is in New Mexico); (d) the new service(s) installation must be completed within thirty (30) calendar days of the disconnection of Service, unless such installation delay is caused by Qwest; and (e) a new minimum service period goes into effect when the new service agreement term begins. "New service" means a newly-installed service placed under new service agreement(s), or newly installed additions to existing service agreement(s), but it does not include renewals of expiring service agreement(s), renegotiations of existing service agreement(s) or conversions from month-to-month service to contracted service. The waiver does not apply to changes between regulated and unregulated or enhanced products and services.

7. **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 OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE ANY WARRANTY.

8. **Limitation of Liability.** NEITHER PARTY, ITS AFFILIATES OR CONTRACTORS SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, RELIANCE, PUNITIVE OR CONSEQUENTIAL DAMAGES OR FOR ANY LOST PROFITS OR REVENUES OR LOST DATA OR COSTS OF COVER RELATING TO THE SERVICE OR THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED. CUSTOMER'S EXCLUSIVE REMEDIES FOR CLAIMS RELATED TO THE SERVICE SHALL BE LIMITED TO THE APPLICABLE OUT-OF-SERVICE CREDIT(S), IF ANY. QWEST'S TOTAL AGGREGATE LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL MRCS PAID BY CUSTOMER TO QWEST PURSUANT TO THIS AGREEMENT IN THE MONTH IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CLAIM. NOTWITHSTANDING THE FOREGOING, THE LIMITATION OF LIABILITY IN THIS SECTION SHALL NOT APPLY TO CUSTOMER'S PAYMENT AND INDEMNIFICATION OBLIGATIONS.

9. **Out-Of-Service Credit.** If Qwest causes a Service interruption, an out-of-service credit will be calculated under the state local exchange Tariff. If there is no applicable tariff and the interruption lasts for more than twenty-four (24) consecutive hours after Qwest receives notice of it, Qwest will give Customer credit calculated by: (a) dividing the monthly rate for the affected Service by thirty (30) days; and then (b) multiplying that daily rate by the number of days, or major fraction, that Service was interrupted.

10. **Force Majeure.** Neither party will be liable for any delay or failure to perform its obligations hereunder if such delay or failure is caused by an unforeseeable event (other than a failure to comply with payment obligations) beyond the reasonable control of a party, including without limitation: act of God; fire; flood; labor 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; or failures of suppliers of goods and services ("Force Majeure Event") within its reasonable control.

11. **Dispute Resolution.** Any dispute arising out of, or relating to, this Agreement shall be settled by arbitration to be conducted in accordance with the Judicial Arbitration and Mediation Services ("JAMS") Comprehensive Arbitration Rules. The Federal Arbitration Act, 9 U.S.C. Sections 1-16, not state law, shall govern the arbitrability of the dispute. The costs of the arbitration, including the arbitrator's fees, shall be shared equally by the parties; provided, however, that each party shall bear the cost of preparing and presenting its own claims and/or defenses (including its own attorneys fees). The arbitration will be held in Denver, Colorado. The arbitrator has no authority to award any indirect, incidental, special, reliance, punitive, or consequential damages, including damages for lost profits. The arbitrator's decision shall be final, binding, and enforceable in a court of competent jurisdiction. If either party fails to comply with the dispute resolution process set forth herein (including, without limitation, nonpayment of an arbitration award) and a party is required to enforce such compliance in court or elsewhere, then the non-complying party shall reimburse all of the costs and expenses incurred by the party seeking such enforcement (including reasonable attorneys fees).

12. Lawfulness. This Agreement and the parties' actions under this Agreement shall comply with all applicable federal, state, and local laws, rules, regulations, court orders, and governmental agency orders. Any change in rates, charges or regulations mandated by the legally constituted authorities will act as a modification of any agreement to that extent without further notice.

13. Confidentiality. Neither party shall, without the prior written consent of the other party, disclose or use (except as expressly permitted by, or required to achieve the purposes of, this Agreement) the Confidential Information of the other party, during the Term of this Agreement and for two years following the expiration or termination hereof. Such consent may only be given in writing by Qwest's Legal Department. "Confidential Information" means written or electronic information that is either: (a) marked as confidential, or which is accompanied by written notice that such information is confidential; or (b) not marked or accompanied by notice that it is confidential, but which, if disclosed to any third party, could reasonably and foreseeably cause competitive harm to the owner of such information. Confidential Information shall not include information which: (a) is in the public domain or otherwise ceases to be confidential through no breach of this Agreement by the receiving party; (b) is already known or is independently developed by the receiving party independent of any disclosure by the disclosing party; or (c) is revealed to recipient by a third party who does not thereby breach any obligation of confidentiality and who discloses such information in good faith. For purposes of this Section, Confidential Information shall include, but not be limited to, the terms (including pricing) of this Agreement; provided, however, either party may disclose the existence of this Agreement (but not its terms) as may be reasonably necessary by such party in order to conduct its business. Each party will take reasonable precautions to protect the other party's Confidential Information, using at least the same standard of care as it uses to maintain the confidentiality of its own confidential information. A party may disclose Confidential Information if required by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under this Agreement, provided that the disclosing party gives the non-disclosing party reasonable prior written notice sufficient to permit the non-disclosing party an opportunity to contest such disclosure.

14. Publicity. Neither party shall, without the prior written consent of the other, issue any press release or public announcement regarding this Agreement or any relation between Customer and Qwest or use the name, trademarks, or other proprietary identifying symbol of the other party or its affiliates. Such consent by Qwest may be given in writing by the Executive Vice President of Corporate Communications or his or her designee.

15. Notices. Except as otherwise provided herein, all required notices shall be in writing, transmitted to Qwest at 1801 California Street, Suite 3800, Denver, Colorado 80202; Facsimile #: (303) 295-6973; Attention: Legal Department, and to Customer at Qwest's then current address of record for Customer; Attention: General Counsel or other person designated for notices. Notices will be considered given either: (a) when delivered in person to the recipient designated for notices; (b) when deposited in either registered or certified U.S. Mail, return receipt requested, postage prepaid; or (c) when delivered to an overnight courier service. Customer's current address, facsimile number and person designated for notices are:

16. General Provisions.

16.1 This Agreement shall be governed by the laws of the state where Service is provided, without regard to its choice of law principles; provided however, that Service may also be subject to the Communications Act of 1934, as amended.

16.2 Neither party's failure to insist upon strict performance of any provision of this Agreement shall be construed as a waiver of any of its rights hereunder.

16.3 If any term of this Agreement is held to be unenforceable, the unenforceable term shall be construed as nearly as possible to reflect the original intent of the parties and the remaining terms shall remain in effect.

16.4 All terms of this Agreement which should by their nature survive the termination of this Agreement shall so survive.

16.5 Customer may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of Qwest, which consent will not be unreasonably withheld. Customer may not assign to a reseller or a telecommunications carrier under any circumstances.

16.6 This Agreement is intended solely for Qwest and its affiliates and Customer and it shall not benefit or be enforceable by any other person or entity.

16.7 This Agreement and any exhibits hereunder constitute the entire agreement between Customer and Qwest with respect to the subject matter hereof, and supersede all prior agreements or understandings, whether oral or written,

relating to the subject matter hereof. Except for Service and Tariff modifications initiated by Qwest, all amendments to this Agreement shall be in writing and signed by the parties' authorized representatives. Qwest may act in reliance upon any instruction, instrument, or signature reasonably believed by Qwest to be genuine. Customer agrees that any employee of Customer who gives any written notice or other instruction in connection with this Agreement has the authority to do so.

The parties have read, understand and agree to all of the above terms and conditions of this Agreement and hereby execute and authorize this Agreement.

Smartnet

Bruce Burke

Authorized Signature

Bruce Burke

Name Typed or Printed

Manager

Title

9-4-03

Date

Qwest Corporation

Authorized Signature

Name Typed or Printed

Title

Date

CallSmart
PO Box 454
Dickinson, North Dakota 58602



Bill For CallSmart Services

Invoice Date: Apr, 02, 2003

Name: Casey Bryl
Address: 3111 Marina Road SE #8
City,Prov/State: Mandan, North Dakota
Postal/Zip: 58554

Previous Balance:
\$68.63

Package	Debits	Time Used (Minutes)
Business 3.9 Cents/Minute	\$0.35	8.57
None	\$0.00	0
Paper Billing Charge	\$13.75	2.68
Unlimited Residential	\$79.98	0

Payments

Date	CustomerID	Credit	Pay Detail
3/5/2003	7016638035	\$63.72	Payment Thank You
3/19/2003	7016638035	\$55.24	

ND State Sales Tax: \$4.70
Mandan City Sales Tax: \$0.93

Balance: \$49.38

Please return this portion with payment

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<http://www.getcallsmart.com> and click on the your account button. If you need to find out your password just give us a call.
Dickinson 4563700, Bismarck 3550011, Fargo 3560011

OrganizationID: 7016638035 Name: Casey Bryl Printed Date: Apr, 02, 2003

Due Date: 4/17/2003

Mail remittance to:

CallSmart

PO Box 454

Dickinson, ND 58602-0454

Total Amount Due: \$49.38

Amount Enclosed: _____

CallSmart
PO Box 454
Dickinson, North Dakota 58602



Bill For CallSmart Services

Invoice Date: Apr, 02, 2003

Name: Dakota Community Bank
Address: PO box 609
City,Prov/State: Mandan, North Dakota
Postal/Zip: 58501

Previous Balance:
\$63.37

Package	Debits	Time Used (Minutes)
Business 3.9	\$5.51	136.2
Business 3.9 Cents/Minute	\$167.54	4182.88
None	\$0.00	0

Payments

Date	CustomerID	Credit	Pay Detail
3/10/2003	7016638000	\$70.03	Payment Thank You

ND State Sales Tax: \$7.52
Mandan City Sales Tax: \$0.59

Balance: \$174.50

Please return this portion with payment

Thank You for using CallSmart Long Distance.
You can get a more detailed look at your account by going to our web page
<http://www.getcallsmart.com> and click on the your account button. If you need to find out your password just give us a call.
Dickinson 4563700, Bismarck 3550011, Fargo 3560011

OrganizationID: 7016638000 Name: . Dakota Community Bank Printed Date: Apr, 02, 2003

Due Date: 4/17/2003

Mail remittance to:

CallSmart

PO Box 454

Dickinson, ND 58602-0454

Total Amount Due: \$174.50

Amount Enclosed: _____

