

QWEST HIGH-SPEED INTERNET™ DATA-BACKER®

Thank you for selecting Qwest High-Speed Internet™ Data-Backer® (formerly Qwest DSL® Data-Backer®). For a low monthly charge, we provide troubleshooting and repair for your DSL service. Our thorough on-site inspection process is designed to quickly locate the source of trouble. And, best of all, if a repair is needed on your inside wiring or jack, a skilled Qwest® technician will handle all covered repairs – at no extra cost to you!

THE EASIEST WAY TO STAY CONNECTED TO THE INTERNET

- On-site troubleshooting included, even if our technician locates a problem in your DSL equipment.
- Thorough inspection process quickly locates and diagnoses the source of trouble.
- Repair or replacement, as needed, of the inside wiring and one jack that provide your DSL connection
- Installation, repair and workmanship professionally handled by Qwest technicians.
- 30-day limited warranty on all work we do.

Ask how you can save on Qwest High-Speed Internet Data-Backer when you combine your coverage with Unistar® for your business telephone equipment. Call us for details.

1 866-997-9378 for customer assistance
qwest.com



Qwest High-Speed Internet™ Data-Backer® Service Agreement Terms and Conditions

Thank you for selecting High-Speed Internet Data-Backer (“Data-Backer”). These Terms and Conditions, together with your monthly bill (“Bill”) from Qwest, constitute your plan service agreement (the “Plan”) and govern the services described below, so you should keep a copy of this Plan for future reference. Asurion Warranty Protection Services, LLC, is the Plan Administrator and, except as stated otherwise herein, the obligor of this Plan.

Data-Backer: What is Covered: If your Qwest DSL® service fails, then at your request during the Plan Period, we will provide trouble location and repair of your simple inside telephone wire and one jack used to provide your Qwest DSL service. Additionally, Qwest will not charge you, while you are a Data-Backer subscriber, additional amounts, including, but not limited to, maintenance or service charges, time and materials charges, or trouble isolation charges for covered simple inside telephone wire and jack repair and trouble location. The Plan does not cover initial installation and corrective work to permit your Qwest DSL service to become operational. Data-Backer does not cover trouble that exists prior to establishing operating DSL service or prior to establishing the Plan.

Agreement: You agree to all the provisions of this Plan when you order the Plan and/or pay for it. We may increase the monthly charge for the Plan, change the administration of the Plan, or change these Terms and Conditions from time to time upon 30 days written notice to you, subject to applicable law. Such notice may be provided in a Bill insert, as a message printed on your Bill, in a separate mailing, or by any other reasonable method, at our discretion. Your continued use of the Plan and payment of the charges, after such notice, constitutes your acceptance of the changes. The monthly charge for the Plan may be decreased by us without prior notice. The Plan is available only to customers of Qwest DSL service and must be purchased on a per line basis; customers with multiple DSL lines at a single customer location must purchase separate Plans for each and every DSL line at such location. We will arrange for an authorized service provider to perform the trouble location and repair services as provided for in this Agreement. Qwest is an authorized service provider for the Plan. Your participation in the Plan is optional and you may cancel the Plan at any time. Please refer to the section of this Plan regarding cancellation.

Definitions: (1) “we”, “us”, and “our” mean Asurion, the company obligated under this Plan; (2) “Qwest” means Qwest Corporation and its successors and assigns 1801 California, Denver, Colorado 80202; (3) “Asurion” means Asurion Warranty Protection Services, LLC the Plan administrator, Post Office Box 411605, Kansas City, MO 64141-1605, 866-366-2257; (4) “simple inside telephone wire” means the wire that runs from the Qwest connection point (usually a small box on the outside of your home) to a telephone jack or outlet inside your home that you plug your DSL modem or other DSL equipment into, but for purposes of this Plan, no coverage is extended to wire or cable not actually used to provide Qwest DSL service or to distribution panels or other non-wire parts of so-called structured wire. Simple inside telephone wire coverage includes a home run wiring configuration, if necessary, but only after your DSL service has, at one time, been operational; (5) “trouble location” means that we will identify whether the problem with the Qwest DSL service is with covered simple inside telephone wire, a covered jack, your DSL modem or other DSL-related equipment, or one computer connected to your DSL modem or other DSL-related equipment. Trouble location includes performing the Qwest DSL Inspection Checklist which provides an on-site inspection of your DSL line, modem or other DSL-related equipment, and web browser or on computer that is connected to your modem or DSL equipment; (6) “DSL”, “Qwest DSL service”, or “DSL service” means the Qwest DSL service you purchase from Qwest; (7) “you” and “your” mean the subscriber to the Qwest DSL service and the person who purchased this Plan; and (8) “home run wiring configuration” means wiring run directly from the Qwest connection point to enable your DSL service connection when the covered jack works, but your DSL service is not operational because of a simple inside telephone wire problem.

Plan Period: The Plan is offered on a monthly basis for a term which begins on the date your order or request for the Plan is received (the “Effective Date”) and shall continue month-to-month until terminated by you or by us. We may elect not to renew the Plan upon at least 30 days written notice to you.

Charges: You will be billed monthly, in advance, on your Bill. Applicable taxes, charges, regulatory surcharges, and assessments, if any, will be added to your Bill. If Qwest does not receive full payment on the due date shown on the Bill, and/or if your payment is returned/dishonored, Qwest may charge you for the returned/dishonored payment and for the late payment in the same way Qwest does with other services, subject to applicable law.

Deposit: Subject to any applicable rules or laws, if Qwest holds a deposit for your account, Qwest may apply it to any unpaid balance that you owe to us when services are terminated for any reason.

EXCLUSIONS — THE PLAN DOES NOT COVER:

- Trouble that exists prior to establishing operating DSL service or prior to establishing the Plan.
- Trouble that is reported after the termination of the Plan.
- Trouble that results from your intentional abuse, misuse, or negligence.
- Repair or replacement of USB connections, Ethernet connections or the cable connecting the modem to the telephone jack.
- Repair or replacement of your computer or DSL modems and other DSL-related equipment (whether Qwest-certified or not).
- Drilling or cutting into metal walls in order to facilitate the repair. Our technicians will work with you to complete the repair in a safe manner.
- Installation of new jacks and new wiring or rewiring (except for DSL service-related home run wiring and jack or simple inside wire repair or replacement that is covered under the Plan).
- Cable or wiring that runs between or among separate buildings, apartments or dwelling units, in a multi-tenant property. If you reside in a multi-tenant building, campus, or military housing, we suggest you discuss inside telephone wire repair responsibility with the manager or owner. In some cases, they have arranged to handle telephone wiring repair.
- Complete rewiring for jacks and wiring not installed or existing in accordance with accepted industry standards for telephone wiring. We will repair and rewire if necessary the jack or outlet that is not working and offer to complete other rewiring, if requested, at Qwest or Asurion regular installation charges.
- Distribution panels or other non-wire parts of so-called structured wire systems, and no part of any wiring arrangement that provides you with a service or offering of another firm or provider.
- Wire or cable serving other electronic systems such as entertainment systems or providing service for anything except Qwest DSL service.

To Obtain Service. You may request service by calling 1 888-777-9569.

more about QWEST HIGH-SPEED INTERNET™ DATA-BACKER®

Cancellation: You may cancel this Plan within 20 days from your receipt of this Plan (the "First 20 days") by calling us at 1 800-244-1111 (residential customers) or 1 800-603-6000 (business customers). You will then receive a refund or credit on your Bill for the full Plan price paid unless you had a covered claim during the First 20 days. In the event you had a covered claim during the First 20 days, your refund will be the greater of the full Plan price paid less the cost of any covered claim or 100% of the pro-rata amount of the unearned portion of the Plan price paid, if any, based upon elapsed time. In New Mexico, any such refund owed and not paid or credited within 60 days of return of this Plan to us shall include a 10% penalty per month. In Washington, any such refund owed and not paid or credited within 30 days of return of this Plan to us shall include a 10% penalty per month. In Wyoming and Minnesota, any such refund owed and not paid or credited within 45 days of return of this Plan to us shall include a 10% penalty per month. You may also cancel this Plan at any other time by surrendering it or providing written notice to us at the address listed above. This Plan may be canceled by you, or by us, for any reason at any time. If you or we cancel this Plan, you will receive a refund of 100% of the pro-rata unearned portion of the Plan price paid, if any, based on elapsed time. If you fail to make any monthly payment for this Plan or any charge provided for in this Plan, coverage will cease on the date the payment was due. Any termination, cancellation, suspension, interruption, or discontinuance of your DSL service for any reason constitutes cancellation of this Plan by you, subject to the terms and conditions of this Plan.

Suspension/Discontinuation: We may suspend or discontinue this Plan without notice if any misuse or abuse of this Plan occurs, or if a hazard or danger to person or property exists which could prevent our technicians from performing the work in a safe manner.

Limitation of Liability: We are agreeing only to provide trouble location and to repair your simple inside telephone wire and one jack to enable a data connection (including, but not limited to installation of a home run wiring configuration where separate wiring is run directly from the network interface, if necessary), all consistent with Qwest or Asurion usual practices. If we do not do that correctly, you may contact us within thirty (30) days and we will try and remedy the problem. THIS IS YOUR SOLE REMEDY FOR ERRORS, OMISSIONS AND OUT-OF-SERVICE CONDITIONS, EVEN IF IT IS QWEST OR Asurion's FAULT. IN OTHER WORDS, QWEST AND Asurion's ONLY LIABILITY TO YOU IS TO LOCATE TROUBLE AS PROVIDED HEREIN AND REPAIR YOUR SIMPLE INSIDE TELEPHONE WIRE AND ONE JACK IN QWEST AND Asurion's USUAL MANNER, AND QWEST AND Asurion ARE NOT LIABLE FOR ANY OTHER DAMAGES, REGARDLESS OF THE THEORY, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL.

Notwithstanding the foregoing, as part of the trouble location process we may access your computer hardware and software and your DSL-related equipment. We do not represent or warrant that the technicians doing such work have any special expertise regarding your computer or DSL-related equipment. A technician will access your computer and/or DSL-related equipment, as a courtesy to you, solely to locate trouble with your Qwest DSL service. Qwest and Asurion liability is limited to damage arising from reckless or negligent acts of Qwest

technicians in accessing your computer or DSL-related equipment up to \$500 and neither Qwest nor Asurion is liable for any other damages, regardless of the theory, whether direct, indirect, incidental, special or consequential. This is a limitation upon the remedy for such negligent or reckless conduct, and is NOT part of any coverage or benefit under this Plan.

Limited Warranty / Sole Remedy: We warrant to you and no one else that the repair work Qwest or Asurion provide to you on simple inside telephone wire and jack will be done in a proper, timely manner, consistent with industry standards, and any materials Qwest or Asurion supply will be substantially free of defects. THIS LIMITED WARRANTY applies only to the simple inside telephone wire and jack work Qwest or Asurion do and the materials Qwest or Asurion supply. If you think Qwest or Asurion work or materials are defective, please contact us promptly and we will correct defects in Qwest or Asurion simple inside telephone wire or jack work or materials which are our responsibility, without further charge. REPAIR OF ERRORS IS YOUR SOLE REMEDY FOR ANY CLAIMS IN CONNECTION WITH THIS LIMITED WARRANTY. Our LIMITED WARRANTY is good for a full 30 days after the simple inside telephone wire or jack work is done, so any implied warranties and our LIMITED WARRANTY expire at that time. This warranty gives you specific legal rights and you may also have other rights which vary from state to state. Some states do not allow the exclusion of incidental or consequential damages or do not allow limitations on implied warranties or their durations, so the above exclusions and limitations may not apply to you. OTHER THAN SPECIFIED ABOVE, THERE ARE NO WARRANTIES OF ANY KIND, AND QWEST AND Asurion DISCLAIM ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY.

Nothing in this Plan is intended to supersede local ordinances or building codes.

Dispute Resolution and Arbitration: PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS RIGHTS THAT YOU MAY OTHERWISE HAVE. IT PROVIDES FOR RESOLUTION OF DISPUTES THROUGH FINAL AND BINDING ARBITRATION WITH A FAIR HEARING BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY OR THROUGH A CLASS ACTION. All disagreements and disputes between you and Asurion or Qwest, of every kind, if not resolved by negotiations, shall be resolved by arbitration under the then current consumer arbitration rules of the American Arbitration Association. Any arbitration which you attend will take place at a location within the federal judicial district that includes your billing address. A single arbitrator engaged in the practice of law shall conduct the arbitration and the arbitrator's decision and award shall be final and binding, and judgment upon the award may be entered in any court having jurisdiction. All claims must be arbitrated individually, and there will be no consolidation or class treatment of any claims.

1 866-997-9378 for customer assistance
qwest.com

Qwest
Spirit of Service®

Force Majeure: Neither Qwest nor Asurion have responsibility for delays or failures due to fire, flood, explosion, war, strike, embargo, acts of the government, military authority, or the elements, or other cause beyond Qwest or Asurion control, and in such event, Qwest or Asurion may cancel this Plan immediately.

Prohibitions on Transfer and Abuse of the Plan: This Plan is for your use only. It is not transferable by you to any other person, and may not be assigned by you.

Deductible: This Plan does not require you to pay a deductible.

Insurance: This Plan is not an insurance policy, however, our obligations under this Plan are insured under an insurance policy issued by The Continental Insurance Company, CNA Plaza, Chicago, Illinois 60685. If we fail to act on your claim within sixty (60) days, you may contact The Continental Insurance Company directly at 1-800-831-4262.

State Variations: If you reside in one of the states listed, the provisions identified for that state apply to you and govern in the event of any conflict with other provisions of this Plan:

(1) Arizona: We will not cancel or void this Plan due to preexisting conditions, prior use or unlawful acts relating to the simple inside telephone wire and jack, or misrepresentation by us or our subcontractors. Neither we, our assignees, nor our subcontractors will cancel or void coverage under this Plan due to our failure to provide correct information or our failure to perform the services provided in a timely, competent, and workmanlike manner. No provision in this Plan will prevent you from filing a complaint regarding a dispute about this Plan with the Arizona Department of Insurance for any remedy available under law.

(2) Minnesota: If we cancel this Plan for any reason, we will mail you, at your last address listed in our records, written notice at least five (5) days prior to the effective date of cancellation if the cancellation is due to nonpayment, material misrepresentation, or a substantial breach of your responsibilities required by this contract and at least fifteen (15) days prior to the effective date of cancellation if cancellation is for any other reason. Such notice shall include the effective date of cancellation and the reason for cancellation.

(3) New Mexico: If this service contract Plan has been in force for a period of seventy (70) days, we may not cancel before the expiration of the monthly Plan term or one (1) year, whichever occurs first, unless: 1) you fail to pay any amount due; 2) you are convicted of a crime which results in an increase in the service required under the Plan; 3) you engage in fraud or material misrepresentation in obtaining this service contract Plan; or 4) you commit any act, omission, or violation of any terms of this Plan after the effective date of this Plan which substantially and materially increase the service required under this Plan.

(4) Washington: If we cancel this Plan for any reason, or if we modify it, we will mail you, at your last address listed in our records, written notice at least twenty-one (21) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. If we fail to act on your claim, you may contact The Continental Insurance Company directly, at any time, at 1-800-831-4262. Any arbitration pursuant to the Dispute Resolution provision of this Plan will be held in a location in the closest proximity to your home.

(5) Wyoming: If we change the Terms and Conditions of this Plan, we will provide at least thirty (30) days written notice to you, at the last address listed in our records, prior to the date the change takes effect. The written notice will include an endorsement to this Plan or a complete amended Plan, which should be kept in your records. If we cancel this Plan, we will mail you, at your last address listed in our records, written notice at least ten (10) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the Plan fee, a material misrepresentation by you to us or Qwest, or a substantial breach of duties by you relating to the DSL service or its use. The Dispute Resolution provision of this Plan is replaced with the following: All disagreements and disputes between you and Asurion or Qwest, of every kind, if not resolved by negotiations, shall be resolved by individual arbitration pursuant to the Wyoming Uniform Arbitration Act.

Qwest appreciates your selection of the optional Plan and know you'll enjoy the peace of mind and security that Data-Backer provides. If you have questions or concerns with respect to this Plan or service provided under this Plan please contact Qwest at 1-888-777-9569 and if you are not able to resolve your question or concern call Asurion directly at 1-866-366-2257 or write us at the address provided in this Plan. Qwest knows you have choices and wants you to be satisfied with the Plan.

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