

**LICENSE AGREEMENT
FOR THE USE OF
ACCOUNT DATA VERIFICATION SERVICE**

THIS LICENSE AGREEMENT ("Agreement") is made by and between Qwest Corporation, a Colorado corporation ("Qwest") and Qwest LD Corp ("Customer"). For the purposes of this Agreement the addresses of the parties are listed in Section 13, Notices, of this Agreement.

FOR AND IN CONSIDERATION of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

1. Grant And Scope Of License

- A. Subject to the terms of this Agreement, Qwest grants to Customer a non-exclusive, non-transferable license to use Account Data Verification Information ("ADV") as more fully described in this Agreement.
- B. Qwest will provide to Customer, upon request, specific information regarding Working Telephone Numbers associated with an End User's account, when the End User's telephone number is provided by Customer to Qwest. Account billing name and address information is included in ADV.
- C. ADV will be provided by a call-in basis. In addition, ADV is provided by both an on-line and a batch process. Qwest will provide Customer with a unique Identification Number(s) and Telephone Number. In the call-in process, Qwest will provide information verbally, via telephone. In the on-line/batch process, Qwest is capable of accepting a transmitted data file from Customer, with the record layouts adhering to the CARE format. ADV will be provided by Qwest on a CARE record via on-line transmission. Qwest expressly reserves the right to furnish ADV in such format(s) available and in use by Qwest, which may be changed at Qwest's option.
 - 1. Customer's own subscribers will be identified by a unique transaction code status indicator.
 - 2. Non-Pub and Non-List telephone number information is included in ADV.
- D. Qwest will continue to perform the Billing Telephone Number, Working Telephone Number ("BTN/WTN") cross reference that is done on all PIC changes.
- E. Call-in requests shall be provided to Customer by CSB during normal working hours Monday through Friday; (hours of operation will be provided to Customer). CSB is accessed by the use of Customer's Call-in identification number(s).

2. Authorized Use Of Account Data Verification

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

- A. To compare the information with other information for the sole purpose of verification of all telephone numbers assigned to the end user.
- B. To include in a computer merge-purge operation for the sole purpose of eliminating duplicate names, addresses and telephone numbers.
- C. To create a separate file in Customer's "in-house" computer for the sole purpose of eliminating duplicate names, addresses and telephone numbers used to verify Qwest's subscriber names, addresses, and telephone numbers for purposes of ensuring accuracy of End User account information.
- D. To the extent the release of End User's information is limited by any applicable federal, state, or local laws, court orders, agency orders, rules or regulations, both parties agree to comply with such laws.
- E. Solely for purposes consistent with FCC Order 91-115.
- F. For billing and collection related validation purposes not in conflict with the terms of this Agreement.

3. Unauthorized Use Of Account Data Verification

Customer will not use ADV:

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

ADV is "Confidential Information" as defined in Section 16. Customer agrees to abide by the restrictions outlined in Section 16 when using account information. Customer will honor those subscriber-requested restrictions as noted on marked accounts.

4. Non-published And Non-listed Restrictions

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

5. Payment And Late Charges

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

- B. Amounts payable under this Agreement are due within thirty days after the date of Qwest's invoice. Any amount not paid within thirty days of the date of the applicable invoice shall be subject to a late charge of 0.0003 per day compounded daily for the number of calendar days from the payment due date to and including the date that Customer actually makes the payment to Qwest, which would result in an annual percentage rate of 12%.
- C. Customer shall, within thirty days, notify Qwest in writing of the event of any dispute relating to the invoice. Should the dispute not be resolved by the invoice due date, Customer shall, notwithstanding the continuing existence of the dispute, pay the invoice amount in accordance with the terms defined in this Agreement. If any adjustment is due Customer, Qwest shall reflect such adjustment on an invoice including interest at the rate of 0.0003 per day compounded daily for the number of calendar days from the date of payment to the adjustment date. Both parties shall retain such detailed information as may reasonably be required for resolution of the disputed amount during the duration of the dispute.

6. Term

This License Agreement will be effective 10-10, 2002, and will continue in full force and effect for a term of two years, expiring 10-10, 2004, unless terminated earlier under the provisions of Section 12 "Default." Either party may terminate this Agreement upon thirty days prior written notice to the other party; however, Customer shall be liable for payments due pursuant to this Agreement.

7. Indemnification

- A. To the extent not prohibited by law or not otherwise precluded in this Agreement, each party ("Indemnifying Party") shall indemnify and hold harmless the other Party ("Indemnified Party") from and against any loss, cost, claim, liability, injury, damage or expense (including reasonable attorney's fees) brought or claimed by third parties (collectively, "Claims"), relating to or arising out of the negligence or willful misconduct by the Indemnifying Party, its employees, agents or contractors in the performance of this Agreement or the failure of the Indemnifying Party to meet its obligations under this Agreement.
- B. The Indemnified Party shall notify the Indemnifying Party promptly in writing of any Claims for which the Indemnified Party alleges that the Indemnifying Party is responsible under this Section and tender the defense of such Claims to the Indemnifying Party. The Indemnified Party shall cooperate in every reasonable manner with the defense or settlement of such Claims.
- C. The Indemnifying Party shall not be liable under this Section for settlements by the Indemnified Party of any Claims unless the Indemnifying Party has approved the settlement in advance or unless the defense of such Claims has been tendered to the Indemnifying Party in writing and the Indemnifying Party has failed promptly to undertake the defense.

8. Limitation Of Liability

Qwest shall exercise best efforts to provide Customer accurate and complete Account Data Verification information. Either party's liability to the other,

regardless of circumstances, is limited to the amount paid by Customer for ADV giving rise to a claim AND IN NO EVENT WILL EITHER PARTY BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSS OF USE, LOSS OF PROFIT, OR ATTORNEYS' FEES.

9. Trademarks

Neither party may use, for any purpose, the other party's name or logo, in any form or abbreviation, nor its trade name(s), trademarks, or service marks.

10. Force Majeure

Neither party shall be liable to the other for delays or failure in performance, or for loss or damage, due to fire, explosion, power blackout, earthquake, volcanic action, nuclear reaction, flood, strike, war, civil disturbance, governmental requirements, acts of God, or other causes beyond its control.

11. Property Rights

Customer acquires no ownership interest in any ADV by virtue of the license granted in this Agreement. Qwest has the right to track ADV in any reasonable manner, in order to detect use(s) contrary to the terms of this Agreement.

12. Default

If either party defaults in the performance of any obligation under this Agreement and such default is not cured within thirty days of written notice thereof, then the non-defaulting party may terminate this Agreement upon written notice to the defaulting party.

13. Notices

Except as otherwise provided under this Agreement, all notices, demands or requests which may be given by a party to the other party shall be in writing and shall be deemed to have been duly given on the date delivered in person or three days after being deposited, postage prepaid, in the United States mail and addressed as follows:

Customer	Qwest LD Corp 4650 Lakehurst Ct Dublin, OH 43016	Qwest Corporation
Attn:	Pam Cox	Attn:

Each party may change its representative by giving thirty days prior written notice to the other party.

14. Assignment

Neither party shall assign, sublet, or transfer any interest in this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that Qwest may assign and transfer this Agreement to any parent subsidiary, successor, affiliated company or other business entity without the prior written consent of Customer.

15. Non-waiver

A failure, on any occasion, by either party to enforce or insist upon compliance with any provision of this Agreement shall not constitute a general waiver of its right to enforce that or any other provision of this Agreement on any other occasion.

16. Confidentiality

A. As used herein, "Confidential Information" shall mean ADV Information disclosed by Qwest to Customer.

B. Customer agrees to hold such Confidential Information in strictest confidence and shall use same solely for the purposes of this Agreement unless otherwise authorized in writing by Qwest. Customer shall not disclose such Confidential Information to anyone except employees, agents, consultants and/or subcontractors of Customer to whom disclosure is necessary for the purposes set forth in this Agreement. Customer shall appropriately notify each such employee, agent, consultant and/or subcontractor that such disclosure is made in confidence and must be kept in confidence in accordance with this Agreement.

C. In the event permission is granted by Qwest to copy Confidential Information, Customer agrees that each such copy shall contain and state the same confidential or proprietary notices or legends which appear on the original. Nothing in this Agreement shall be construed as granting any right or license under any copyrights, inventions or patents now or hereafter owned or controlled by Qwest.

D. The obligations imposed in this Agreement shall not apply to any information that:

1. is already in the possession of Customer;
2. is or becomes publicly available through no fault of Customer;
3. is received from a third party free to disclose it to Customer;
4. is independently developed by Customer; or
5. is communicated to a third party with express written consent of Qwest.

E. Without the prior consent of Qwest, Customer shall not disclose to any third person, excluding those exceptions identified in B above, the existence or purpose of this Agreement, the terms or conditions hereof, or the fact that discussions are taking place and that Confidential Information is being shared, except as may be required by law and then only after first notifying Qwest of such required disclosure. Furthermore, neither Customer nor its agents shall reveal Qwest as the source of Confidential Information described in this Agreement without the express, written consent of Qwest.

17. 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. This Agreement shall only be effective when mandatory regulatory filing requirements are met, if applicable. If a court or a governmental agency with proper jurisdiction determines that this Agreement, or a

provision of this Agreement, is unlawful, this Agreement shall terminate on written notice to Customer to that effect.

18. Dispute Resolution

Any claim, controversy or dispute between the parties shall be resolved by arbitration in accordance with the Federal Arbitration Act, 9 U.S.C. 1-16. The arbitration shall be conducted by a retired judge or a practicing attorney under the rules of the American Arbitration Association. The arbitration shall be conducted in Denver, Colorado. The arbitrator's decision shall be final and may be entered in any court with jurisdiction. Each party shall be responsible for its own costs.

19. Amendment

This Agreement may be amended only by a written document signed by both parties.

20. Jurisdiction

This Agreement and the obligations of the parties hereunder shall be construed and governed in accordance with the laws of the State of Colorado.

21. Complete Agreement

This Agreement, together with all attachments, constitutes the entire understanding of the parties with respect to the use and provision of Account Data Verification provided hereunder. Neither party will be bound by any other representations.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the last date written below.

(CUSTOMER) Qwest LD Corp

Pamela Jo Cox
Signed

Pamela Jo Cox
Name

Manager, Provisioning
Title

October 10, 2002
Date

QWEST CORPORATION

Gregg Rowe
Signed

Gregg Rowe
Name

Director - Service
Title

10/17/2002
Date

Attachment A

Account Data Verify (ADV)
PRODUCT OPTION MATRIX/PRICE LIST

Pricing Option	Request Method	Output Method	Timeframes	Maximum Volumes	Prices
1	On-line (On-line Function Screen 01)	Batch	Next CARE Output	25,000 per day	\$.25 per account level request plus \$.25 per WTN/TER
	On-line (On-line Function Screen 02)	On-line	Interactive	No Maximum	
2	Call into CSB	Batch	Next CARE output	5 per call	\$2.50 per account level request plus \$.25 per WTN/TER
3	Call into CSB	Call	Immediate	5 per call	\$2.50 per account level request plus \$.35 per WTN/TER

ACCOUNT DATA VERIFICATION
(ADV)
FORM TO ESTABLISH BILLING

Carrier Name Qwest LA Corp CIC 0236

BILL TO

Carrier Name Qwest LA Corp
Business Name Qwest LA Corp
Address 4650 Lakehurst Ct.
City, State, Zip Dublin, OH 43016
Attention Pam Cox
Telephone Number 614-215-6335

Carrier Contact Pam Cox
Address 4650 Lakehurst Ct.
City, State, Zip Dublin, OH 43016
Telephone Number 614-215-6335

QWEST Account Representative

Name C. Regg Rowe
Address 1801 California
City, State, Zip Denver, CO 80202
Telephone Number 303-896-7072

Send the completed form to your QWEST Account Representative