

LICENSE AGREEMENT
FOR THE USE OF CUSTOMER LISTS

THIS LICENSE AGREEMENT ("Agreement") is made by and between Qwest Corporation, a Colorado corporation ("Qwest") and QLDC ("Customer"). For the purposes of this Agreement the addresses of the parties shall be listed in Section 11, Notices, of this Agreement. Qwest and Customer agree as follows:

1. Grant of License

Subject to the terms of this Agreement, Qwest grants to Customer a non-exclusive, non-transferable license to use the Customer List or the Enhanced Customer List, as ordered by Customer in accordance with Attachments A and B, attached hereto and made a part hereof, (hereafter, "List" or "Lists").

A. Lists will be in standard CARE format.

B. 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.

2. Term

This License Agreement will be effective September 3, 2003, and will continue for a period of two years, expiring September 3, 2005, unless terminated earlier under provisions of Section 10, "Default." Either party may terminate this Agreement upon thirty days prior written notice to the other.

3. Authorized Use of List

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

4. Payment and Late Charges

A. Customer will pay Qwest, for the List(s) covered under this Agreement at the rates stated in Attachments A and B based on the number of records contained on the List and all applicable taxes. Amounts payable under this Agreement are due and payable within thirty days after the date of Qwest's invoice. Customer shall have the right for a period of ninety calendar days following the receipt of invoice to initiate a dispute by notifying 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, but said party shall reserve and have claim against the other party for reimbursement after the dispute is resolved. Both parties shall retain such detailed information as may reasonably be required for resolution of the disputed amount during the duration of the dispute.

B. Any amount not paid within thirty days of the date of the applicable invoice shall bear a late charge equal to 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%.

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.

Any tax or related charge, excluding income tax, which Qwest will be required to pay to or collect for any government upon or with respect to services rendered or the license, use or delivery of List(s), will be billed to Customer as a separate item and paid by Customer unless a valid exemption certification is furnished by Customer to Qwest.

5. Indemnification

Notwithstanding anything contrary in this Agreement, each party (the "Indemnifying Party") will indemnify and hold harmless the other Party from and against any loss, cost, claim, liability, damage, and expense (including reasonable attorneys 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. 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 Agreement 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. The Indemnifying Party shall not be liable under this Agreement 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.

6. Limitation of Liability

Qwest shall exercise its best efforts to provide Customer accurate and complete List(s). Either party's liability, regardless of circumstances, is limited to the amount paid by Customer for the List 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 ATTORNEY'S FEES.

7. 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.

8. 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, flood, strike, war, civil disturbance, governmental requirements, or acts of God.

9. Property Rights

Customer acknowledges and agrees that data provided on any List is, and at all times shall remain the property of Qwest, and its assimilation and incorporation into Customer's database shall not change or otherwise alter this ownership. At no time shall Customer have any rights, title or interest in the data provided on the List(s).

10. Default

In the event that either party defaults in the performance of any obligation under this Agreement and such default is not cured and corrected within fifteen days of written notice thereof (or such time as may be reasonable if so specified in the notice), then the non-defaulting party may immediately terminate this Agreement or terminate as otherwise provided in this Agreement, and pursue an action to recover damages as permitted by this Agreement.

11. Notices

Except as otherwise provided under this Agreement, all notices, demands or requests which may be given by any 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
Attention: Pam Cox
4650 Lakehurst Ct
Dublin OH, 43016-3252

Qwest Corporation
Attention: Marie Billett
1801 California Street, Room 2150
Denver, CO 80202-1984

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

12. 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.

13. 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.

14. Confidentiality

- A. As used herein, "Confidential Information" shall mean Lists 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 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 subcontractors 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 is:
 - 1) 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 identified in paragraph 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.

15. 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.

16. Survival of Obligations

Each party's obligations under this Agreement which by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement.

17. 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.

18. Amendment

Amendments or modifications will be invalid unless made in writing and signed by both parties. All such amendments or modifications will reference the specific section, paragraph or modification to the Agreement.

19. 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.

20. Complete Agreement

This Agreement, together with all attachments, constitutes the entire understanding of the parties with respect to the use and provision of a List provided hereunder and supersedes all prior understandings, oral or written representation, statements, negotiations, proposals and undertakings. 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 CORPORATION

Pamela Jo Cox

Signature

Pamela Jo Cox

Name

Manager, Switched Prov.

Title

02/04/04

Date

Randy Lynch

Signature

Randy Lynch

Name

Dir - Prod Mgt.

Title

2/10/04

Date

Attachment A
CUSTOMER LIST

1. Product Description

A Customer List 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/CLII code or all). An order for any combination of the available options constitutes a Customer List.

2. Authorized Use

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

3. 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.

2. Charges

A. The charges 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)
- \$.03 per record with no Jurisdictional Indicator

CUSTOMER LIST ORDER FORM

The Lists Order is issued pursuant to the License Agreement for the Use of Customer Lists between Qwest Corporation and Customer. This Order Form shall become one of the documents under the Agreement and is subject to all terms and conditions of the Agreement.

Bill To:

Carrier: _____ Date: _____
Attention: _____ Company Contact: _____
Address: _____ Address: _____
City/State/Zip: _____ City/State/Zip: _____
Telephone Number: _____ Telephone Number: _____
Carrier Identification Code (CIC): _____

Account Team Representative: _____

Check Class of Service Requested: ___ Business (Includes COCOT's)
 ___ Residence
 ___ Customer Owned Coin Operated Telephones (COCOT) only
 ___ All Of The Above

Check Jurisdictional Indicator (JI) Requested ___ E (InterLATA)
 ___ A (IntraLATA, where applicable)
 ___ B (Both, where applicable)

Enter States, Offices (by CLLI Code) or NPA/NXX's for which you need list:

Special Instructions: _____

Ship To:

Carrier _____ Attention _____
Address _____
City _____ State _____ ZIP _____
Telephone Number () _____

Attachment B

ENHANCED CUSTOMER LIST

1. Product 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 be populated to this List.
- Toll Blocks: Accounts that have an InterLATA Toll Block will be sorted 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.

2. Authorized Use

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

3. Delivery Schedule

Qwest will ordinarily generate a List within thirty days (exclusive of weekends and Qwest's normal holidays) of Qwest's receipt of the Order Form. 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.

4. Charges

A. The charges 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

