

LICENSE AGREEMENT FOR THE USE OF
LOCAL SERVICE PROVIDER IDENTIFICATION INFORMATION

THIS LICENSE AGREEMENT ("Agreement") is made by and between Qwest Corporation ("Qwest") and QLDC ("Carrier"). For the purposes of this Agreement the addresses of the parties are listed in Section 15, 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

Subject to the terms and conditions of this Agreement, Qwest grants and Carrier agrees to purchase a non-exclusive, non-transferable license to use Local Service Provider Identification information service ("LSPID"), as more fully described herein.

2. Product Description

LSPID consists of Qwest providing to Carrier the Local Service Provider Identification of the company to whom an End User is subscribed for local telecommunication service. LSPID may also identify the facility-based provider in a number portability arrangement.

3. Provision of LSPID

LSPID is provided as follows:

- A. When an End User line is resold, Qwest will send a disconnect CARE record to Carrier, advising Carrier that Qwest is no longer the Local Service Provider for that End User. The LSPID number is provided in the designated field of the CARE record or on the FASTPIC response.
- B. If Carrier receives an authorized PIC change request from an End User whose line is resold and if Carrier submits the PIC change to Qwest as the owner of that End User NPA/NXX, Qwest will issue a reject CARE record or FASTPIC response which contains the LSPID.
- C. If Carrier submits to Qwest an account data verification ("ADV") or billing name and address ("BNA") CARE request on an End User whose line has been resold, Qwest will issue a reject CARE record which contains the LSPID.

4. Authorized Use Of LSPID

LSPID shall be used by Carrier solely for identifying the provider of local telecommunication service for Carrier's End Users.

5. Restriction On Use

Carrier will not use LSPID:

- 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 LSPID.

Carrier 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 Carrier to anyone other than its employees or agents with a need-to-know as required to fulfill its obligations under this Agreement. Carrier 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.

6. Pricing

JI A (intraLATA)	JI E (interLATA)	JI B (both inter and intraLATA)
\$.07 per record sent with LSPID	\$.07 per record sent with LSPID	\$.07 per record sent with LSPID
\$.09 per record sent with NPI indicator	\$.09 per record sent with NPI indicator	\$.09 per record sent with NPI indicator

Qwest reserves the right to modify such prices upon thirty days written notice to Carrier.

7. Term

This License Agreement will be effective commencing August 3, 2003, and will continue in full force and effect for a term of two years, terminating August 3, 2005 unless terminated earlier under the provisions of Section 14 "Default." Either party may terminate this Agreement upon thirty days prior written notice to the other party; however, Carrier shall be liable for payments due pursuant to this Agreement.

8. Payment And Late Charges

Amounts payable under this Agreement are due and payable within thirty days after the date of Qwest's invoice. Any amount not paid within thirty days of the date of the applicable invoice may be subject to 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 Carrier actually makes the payment to Qwest, which would result in an annual percentage rate of 12%.

Carrier 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, Carrier 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 Carrier, Qwest shall reflect such adjustment on an invoice, including interest at the rate 0.0003% per day compounded daily from the date of payment to the adjustment date. Both parties shall retain such detailed records as may reasonably be required for resolution of the disputed amount during the duration of the dispute.

9. 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.

10. Limitation Of Liability

Qwest shall exercise best efforts to provide Carrier accurate and complete LSPID information. Either party's liability, regardless of circumstances, is limited to the amount paid by Carrier for LSPID 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.

11. 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.

12. 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 accident, flood, strike, war, civil disturbance, governmental requirements, acts of God, or other causes beyond its control.

13. Property Rights

Carrier acquires no ownership interest in any LSPID by virtue of the license granted in this Agreement.

14. Default

- A. If either party defaults in the performance of any obligation under this Agreement and such default is not cured within fifteen days of written notice thereof, the non-defaulting party may terminate this Agreement upon written notice to the defaulting party.
- B. Carrier will be liable to Qwest for damages arising out of Carrier's unauthorized use of LSPID, and shall bear all expenses of collection, including costs and attorneys' fees.

15. Notices

Except as otherwise provided under this Agreement, all notices, demands or requests which may be given by one 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:

Carrier
Attention: Pam Cox

Qwest Corporation
Attention: Marie Billett

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

16. 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.

17. 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.

18. Confidentiality

- A. As used herein, "Confidential Information" shall mean LSPID disclosed by Qwest to Carrier, including, but not limited to, all Qwest End User account information, and all information associated with Qwest-owned public telephones.
- B. Carrier agrees to hold such Confidential Information in strictest confidence and shall use same solely for the purposes contemplated by this Agreement unless otherwise authorized in writing by Qwest. Carrier shall not disclose such Confidential Information to anyone except employees, agents, consultants and/or subcontractors of Carrier to whom disclosure is necessary for the purposes set forth in this Agreement. Carrier 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. Carrier may not copy Confidential Information, except in association with the purposes contemplated by this Agreement, without prior written authorization from Qwest. In the event permission is granted by Qwest to copy Confidential Information, Carrier 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 Carrier; or
 - 2) is or becomes publicly available through no fault of Carrier; or
 - 3) is received from a third party free to disclose it to Carrier; or
 - 4) is independently developed by Carrier; or
 - 5) is communicated to a third party with express written consent of Qwest.
- E. Without the prior consent of Qwest, Carrier 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, Carrier

may not reveal Qwest as the source of information relating to LSPID mentioned under this Agreement without Qwest's written consent.

19. 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.

20. 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.

21. Amendment

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

22. 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.

23. Complete Agreement

This Agreement, together with all attachments, constitutes the entire understanding of the parties with respect to the use and provision of LSPID 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.

Carrier

Pamela Jo Cox
Signature
Pamela Jo Cox
Name
Manager, Switched Prov.
Title
02/04/04
Date

Qwest Corporation

Kandy Lynch
Signature
Kandy Lynch
Name
Dir - Prod. Mgt.
Title
2/10/04
Date