

**AGREEMENT FOR PREMIUM CUSTOMER ACCOUNT
RECORD EXCHANGE (CARE) PRODUCT**

THIS LICENSE AGREEMENT ("Agreement") is made by and between Qwest Corporation, a Colorado corporation ("Qwest") and Qwest L.D. 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. Scope Of Agreement

Subject to the terms of this Agreement, Qwest will provide support for the Customer Account Record Exchange ("CARE") process, as more fully described in this Agreement and attachments hereto.

2. Description of Premium CARE

Premium Customer Account Record Exchange, hereinafter referred to as Premium CARE, provides the Customer with certain addition, change, and disconnect information pertaining to their Subscribed (PIC'd) End Users. Premium CARE is provided for the Customer's Interstate and IntraLATA subscriber base. Premium CARE is provided in industry standard format as defined by the Ordering and Billing Forum (OBF) Subscription Committee and as supported by Qwest. Premium CARE will include the TCSIs listed in Attachment 1. Detailed information regarding the fields and values supported by Qwest can be found in Qwest's CARE User Documentation. Qwest can change the parameters (TCSIs, fields, and values) of Premium CARE without prior notice but will make reasonable efforts to provide notice to the industry through Qwest's Subscription notification process.

The Premium CARE Agreement includes the CARR Report and the Market Share Report as optional features.

CARR Report Description:

The CARR report is a list of all end offices in which the requesting carrier participates. The CARR report is available on an ad hoc basis. The non-recurring charge for the CARR report is billed on a per report basis, regardless of the report criteria specified.

The CARR report may be ordered for the Customer's entire database or by specific criteria including:

- Jurisdiction (interLATA, intraLATA, or both)
- State
- Customer Type (business, residence, coin)

Market Share Report Description:

The Market Share report provides the number of accounts and lines subscribed to a Carrier and includes what percent of the entire market that Carrier has. The Market Share report is available on an ad hoc basis. The non-recurring charge for the Market Share report is billed on a per report basis, regardless of the report criteria specified.

The Market Share report may be ordered for the carrier's entire database or by specific criteria including:

- Jurisdiction (interLATA, intraLATA, both)
- State
- Area Code (NPA)
- Area Code/Prefix (NPA/NXX)

3. Non-published And Non-listed Restrictions

Customer shall not use non-published and non-listed information related to CARE 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.

4. Charges

Charges for Premium CARE, CARR Report, and Market Share Report are applied as follows:

Premium CARE:

The Customer will be billed for Premium CARE based on a per subscribed access line/TER count, monthly.

Premium CARE may be ordered for all subscribed customers, or for Residence, Business, and/or Coin customers, as those market segments are supported by Qwest.

Premium CARE monthly charge per subscribed access line/TER	\$0.06
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CARR Report:

The rate for each CARR Report is \$500.00

Market Share Report:

The rate for each Market Share Report is \$500.00

5. Payment and Late Charges

- A. Qwest agrees to provide and Customer agrees to use CARE support pursuant to the terms and conditions of any applicable tariffs, the terms and conditions of this Agreement, and at the charges set forth in herein, which shall supplement 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 charges 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

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.

8. Limitation Of Liability

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM THIS AGREEMENT, SUCH AS, BUT NOT LIMITED TO, 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.

10. Property Rights

Customer acknowledges Qwest's representation that information provided hereunder is and shall remain at all times the property of Qwest and that Customer acquires no ownership interest in any information by virtue of the services provided under 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:

Qwest LD Corp
(Customer)
4650 LaKehurst Ct
Dublin, OH 43016
Attn: Pam Cox

Qwest Corporation
1801 California
Room 2430
Denver, Colorado 80202
Attn: Gregg Rowe

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 CARE support 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. Product Selection

Customer may indicate those CARE products it is purchasing under this Agreement by placing a check mark next to the applicable product listing below.

Premium CARE	<input checked="" type="checkbox"/>
CARR Report	<input type="checkbox"/>
Market Share Report	<input type="checkbox"/>

22. Complete Agreement

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

Signature Page Follows

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

Qwest LD Corp
(Customer)

Pamela Jo Cox

Signed

Pamela Jo Cox

Name

Manager, Provisioning

Title

10-10-02

Date

QWEST CORPORATION

Gregg Rowe

Signed

Gregg Rowe

Name

Director - Services

Title

10/17/2002

Date

Attachment 1

**PREMIUM CUSTOMER ACCOUNT RECORD EXCHANGE (CARE)
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2820-optional
2821-optional
2822-optional
2823-optional
2831
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Attachment 2

PREMIUM CARE
FORM TO ESTABLISH BILLING

Carrier Name Qwest LD Corp CIC(s) 0236

BILL TO

Carrier Name Qwest LD Corp
Business Name Qwest LD Corp
Address 4650 Lakehurst Ct
City, State, Zip Dublin, OH 42016
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 James Rowe
Address 401 California
City, State, Zip Denver, CO 80202
Telephone Number 303-896-7072

Send the completed form to your QWEST Account Representative