

LINE INFORMATION DATA BASE STORAGE AGREEMENT

Fox Comm ("Co-Provider") and U S WEST Communications, Inc. ("USWC"), a corporation organized under the Laws of the State of Colorado, hereby enter into this Line Information Data Base Storage Agreement ("Agreement"). This Agreement may refer to [Co-Provider] or to USWC as a Party to this Agreement.

WHEREAS, USWC owns a Line Information Data Base ("LIDB") system that permits toll carriers and operator service providers to access and validate information regarding collect, bill to third number, calling card and public telephone check; and

WHEREAS, [Co-Provider] has end user information concerning public telephone check, collect and bill to third number restrictions and calling cards for its end users; and

WHEREAS, both Parties desire to store this data as part of the USWC database.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. Scope Of Agreement

A. USWC and [Co-Provider] are suppliers of telecommunications facilities and services. Each of these telecommunications suppliers may permit its customers to use line number telephone calling cards ("cards") to initiate calls. Each of these suppliers may permit its customers to bill calls to accounts associated with cards, collect, bill to third number and public telephone check for the specific line number.

B. [Co-Provider] will:

1. Provide initial line information data and update or change data and license said data to USWC for placement in the USWC LIDB.
2. Provide and maintain necessary information to enable USWC to provide services for which [Co-Provider] contracts with USWC.
3. Ensure, to the extent possible, the accuracy of the data provided to USWC for storage in the USWC LIDB, and supply updated and changed data in a timely manner.

C. USWC will:

1. Include the [Co-Provider]-provided data in the USWC LIDB, and allow access to the data subject to USWC negotiated agreements with local exchange carriers, toll carriers and operator services providers, allowing [Co-Provider] end users the same benefits of said agreements as enjoyed by USWC end users.
2. Update [Co-Provider] data, as requested by [Co-Provider].

3. Perform services provided under this Agreement and determine the applicable standard for the data, in accordance with operating methods, practices and standards in effect. Such practices include, but are not limited to, the practice of removing from valid data those data which incur fraud or uncollectible toll charges.

D. USWC will bill the query originator at the applicable tariffed rates and retain all amounts paid on all LIDB queries.

2. Term Of Agreement

This Agreement shall become effective the 30th day of May, 1999, and shall continue in full force and effect unless one Party terminates this Agreement with ninety (90) days written notice to the other Party in accordance with Section 14 of this Agreement.

3. Independent Contractor

[Co-Provider] and USWC hereby declare and agree that each is engaged in an independent business and shall perform its obligations under this Agreement as an independent contractor and not as agent, employee, or servant of the other. Each has and hereby retains the right to exercise full control of and supervision over its performance of its own obligations hereunder and full control over the employment, direction, compensation, and discharge of its own employees assisting in the performance of such obligations.

4. Force Majeure

A Party shall be excused from performance if its performance is prevented by acts or events beyond the Party's reasonable control including but not limited to: severe weather and storms; earthquakes or other natural occurrences; strikes or other labor unrest; power failures; computer failures; nuclear or other civil or military emergencies; or acts of legislative, judicial, executive, or administrative authorities.

5. Limitation Of Liability

Under no circumstances shall either Party be liable to the other for any indirect, incidental, special, or consequential damages (including but not limited to loss of business, loss of use, or loss of profits) which arise in any way, in whole or in part, as a result of any action, error, mistake, or omission, whether or not negligence on the part of either Party occurs. One Party's liability to the other Party for direct, actual damages shall not exceed the amount required to correct the error, mistake, or omission under this Agreement.

6. Waiver

The failure of a Party to assert any of its rights under any provision of this Agreement shall not constitute a waiver or a termination of such rights, this Agreement, or any of this Agreement's provisions.

7. Indemnification

Both Parties to this Agreement shall indemnify and hold harmless the other Party, with respect to any third party claims, lawsuits, damages or court actions arising from service under this Agreement, to the extent that the indemnifying Party is liable or responsible for said third party claims, losses, damages, or court actions. Whenever any claim shall arise for indemnification hereunder, the Party entitled to indemnification shall promptly notify the other Party of the claim and when known, the facts constituting the basis for such claim.

In the event that one Party to this Agreement disputes the other Party's right to indemnification hereunder, the Party disputing indemnification shall promptly notify the other Party of the factual basis for disputing indemnification. Indemnification shall include, but is not limited to costs and attorney fees.

8. Agreement Benefits Parties

This Agreement benefits, and is intended to benefit, [Co-Provider] and USWC. This Agreement does not in any way change, expand, or reduce any existing rights or obligations of any person who is not a Party to the Agreement.

9. Entire Agreement

This Agreement, together with all Exhibits, Notices, and any jointly executed written amendments to this Agreement constitutes the entire Agreement and the complete understanding between the Parties. No other verbal or written representation of any kind affects the rights or the obligations of the Parties regarding any of the provisions in this Agreement.

10. Choice Of Law

This Agreement shall be governed by and construed in accordance with the Laws of the State of Colorado.

11. Successors, Assignment

This Agreement binds the Parties, their successors, and their assigns. Either Party may assign its rights and delegate its duties under this Agreement with the express, written permission of the other Party, which permission shall not unreasonably be withheld; provided, however, that USWC may assign its rights and delegate its duties under this Agreement, to its parent, its subsidiaries, or its affiliates without prior, written permission.

12. Amendments

This Agreement may be amended only by the execution of a written document signed by both Parties.

13. Lawfulness Of Agreement

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, or that provision of this Agreement to the extent it is unlawful, shall terminate. If a provision of this Agreement is so terminated but the Parties legally, commercially, and practicably can continue this Agreement without the terminated provision, the remainder of this Agreement shall continue in effect.

14. Notices

All notices required by or relating to this Agreement shall be in writing and shall be sent to the Parties to this Agreement at their addresses set forth below, unless changed from time to time, in which event each Party shall notify the other in writing of such change. All such notices shall be deemed duly given if mailed, postage prepaid, and directed to the addresses then prevailing. If any questions arise about dates of notices, postmark dates control.

[Co-Provider]

USWC

Director Interconnection Compliance
1801 CALIFORNIA ST., Suite 2410
Denver, Co 80202

15. Dispute Resolution

All claims arising out of this Agreement shall be resolved by arbitration in accordance with the then current rules of the American Arbitration Association. The arbitration shall be conducted by a single arbitrator engaged in the practice of law. The arbitrator's decision and award shall be final and binding and may be entered in any court with jurisdiction.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed for and on its behalf on the day and year indicated below:

[Co-Provider]

U S WEST Communications, Inc.

[Signature]
Signature

[Signature]
Signature

Dan Little
Name Printed/Typed

RICK PETERSON
Name Printed/Typed

Network Manager
Title

ACCOUNT MANAGER
Title

5/27/99
Date

6/7/99
Date