

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("Agreement"), effective September 30, 2004, is made by and between Qwest Corporation ("Qwest"), a Colorado corporation, and its Affiliates, having its principal place of business at 1801 California Street, Suite 2410, Denver, Colorado 80202, and TeleWise, LLC ("Other Party"), a limited liability company organized in the state of Washington, and its Affiliates, having its principal place of business at 7023 NE 175th Street, Suite H, Kenmore, WA 98028.

For purposes of this Agreement, "Affiliate" means any entity which, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with Qwest or Other Party.

1. This Agreement is made in order for each Party to receive from the other certain technical and business information ("Confidential Information" as defined below) related to negotiations for interconnection, unbundled network elements and resale under the Telecommunications Act of 1996 ("Act") under terms that will protect the confidential and proprietary nature of such Confidential Information.

2. As used herein, "Confidential Information" shall mean any and all technical or business information, including third party information, furnished or disclosed in whatever tangible form or medium, orally, or by any other means by one Party to the other including, but not limited to, product/service specifications, prototypes, computer programs, models, drawings, marketing plans, financial data, and personnel statistics.

3. This Agreement shall expire three (3) years from the effective date stated above. Notwithstanding the termination of this Agreement, each Party agrees to treat such Confidential Information as confidential for a period of three (3) years from the date of receipt of same unless the Parties agree otherwise in writing. In handling the Confidential Information, each Party agrees: (a) not to copy such Confidential Information of the other unless specifically authorized; (b) not to make disclosure of any such Confidential Information to any person, corporation or entity, except employees and subcontractors of such party to whom disclosure is necessary for the purposes set forth above; and (c) to appropriately notify such employees and subcontractors that the disclosure is made in confidence and shall be kept in confidence according to the terms of this Agreement. Each Party shall exercise at least the same degree of care used to restrict disclosure of its own information of like importance, and at a minimum shall exercise at least reasonable care.

4. Each Party agrees that, in the event permission is granted by the other to copy Confidential Information, or that copying is otherwise permitted hereunder, each such copy shall contain and state the same confidential or proprietary notices or legends, if any, which appear on the original. Nothing herein shall be construed as granting to either Party any right or license under any copyrights, trademarks, inventions, patents or other form of intellectual property now or hereafter owned, created or controlled by the other party.

5. Upon termination of this Agreement for any reason or upon request of the disclosing Party, all documented Confidential Information, together with any copies of same as may be

authorized herein, shall be returned to the disclosing Party or certified destroyed by the receiving Party.

6. The obligations imposed by this Agreement shall not apply to any information that: (a) is already in the possession of, is known to, or is independently developed by the receiving Party; or (b) is or becomes publicly available through no fault of the receiving Party; or (c) is obtained by the receiving Party from a third person without breach by such third person of an obligation of confidence with respect to the Confidential Information disclosed; or (d) is disclosed without restriction by the disclosing Party; or (e) is required to be disclosed pursuant to the lawful order of a government agency or disclosure is required by operation of law. If either Party receives any administrative or court request, subpoena or order commanding disclosure of the other party's Confidential Information, the Party receiving the order or subpoena shall immediately notify the other party in writing.

7. This Agreement shall not preclude either Party from exercising its rights to seek mediation or arbitration in accordance with the Act with respect to these negotiations; however, in the event of such mediations, arbitrations, or appeal from such proceedings, the Parties agree to request the tribunal to maintain the confidential and proprietary nature of Confidential Information as defined in this Agreement. In the event the Parties reach an interconnection agreement which is approved by the applicable State regulatory commission, the Parties agree to file that approved agreement as a public record in accordance with the Act.

8. No offers or proposals of either side exchanged during negotiation of an interconnection agreement shall be used in any administrative or court proceeding as an admission by either Party that the offered position or proposal is acceptable. In any administrative or judicial proceeding, both Parties may advocate, propose and support positions different than those offered in negotiation. If an agreement is not reached on specific proposals offered as part of negotiation, such proposals are considered Confidential Information and not for disclosure by the other party.

9. Except for the obligations of use and confidentiality imposed herein, no obligation of any kind is assumed or implied against either Party by virtue of the Parties' meetings or conversations with respect to the subject matter stated above or with respect to whatever Confidential Information is exchanged. Each Party further acknowledges that this Agreement and any meetings and communications of the Parties relating to the same subject matter, including the exchange of Confidential Information, shall not: (a) constitute an offer, request, or contract with the other to engage in any research, development or other work; (b) constitute an offer, request or contract involving a buyer-seller relationship, joint venture, teaming or partnership relationship between the Parties; or (c) impair or restrict either Party's right to make, procure or market any products or services, now or in the future, which may be similar to or competitive with those offered by the disclosing Party, or which are the subject matter of this Agreement, so long as that Party's obligations of confidentiality under this Agreement are not breached. The Parties shall pay their own fees and expenses incurred in preparation for, or as a result of, this Agreement or the Parties' meetings and communications.

10. 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 the other party.

11. The receiving Party shall adhere to the U.S. Export Administration Laws and Regulations and shall not export or re-export any Confidential Information, technical data, or products received from the disclosing Party, or any direct product of such Confidential Information or technical data, to any person or company who is a legal resident of or is controlled by a legal resident of any proscribed country listed in Section 779.4(f) of the U.S. Export Administration Regulations (as the same may be amended from time to time), unless properly authorized by the U.S. Government. This requirement is not limited by the time period stated in this Agreement.

12. Any claim, controversy or dispute between the Parties shall be resolved by binding arbitration in accordance with the Federal Arbitration Act, 9 U.S.C. 1-16, not state law. 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.

13. 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.

14. This Agreement (including the documents referred to herein) constitutes the full and entire understanding and agreement between the parties with regard to the subjects of this Agreement and supersedes any prior understandings, agreements, or representations by or between the parties, written or oral, to the extent they relate in any way to the subjects of this Agreement.

15. This Agreement is the joint work product of the Parties, has been negotiated by the Parties and their respective counsel and shall be interpreted fairly in accordance with its terms. In the event of any ambiguities, no inferences shall be drawn against either Party.

16. Any notice to be given pursuant to this Agreement by either Party to the other shall be in writing and shall be deemed given when sent either by mail to the address listed below or by facsimile with a confirmation copy sent by mail.

17. Notwithstanding anything to the contrary, Other Party may not make any disclosure to any other person or any public announcement or press release regarding this Agreement or any relation between Other Party and Qwest, without the prior written consent of Qwest's Chief Marketing Officer or designee. Qwest shall have the right to terminate this Agreement and any other agreements between the Parties if Other Party violates this provision.

18. The provisions of this Agreement, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the

provisions of this Agreement may not be given without the written consent thereto of an authorized Qwest representative. No waiver by any party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to sign this Agreement as of the date first stated above.

Qwest Corporation

TeleWise, LLC

Authorized Signature

Authorized Signature

Nancy J. Donahue
Printed Name

Printed Name

Staff Advocate Policy and Law
Title

Title

Date

Date

Address for Notices:

Qwest Corporation
Attn: Nancy Donahue
1801 California Street, Suite 2420
Denver, CO 80202
Phone 303-965-3887
Fax 303-965-3888
nancy.donahue@qwest.com

TeleWise, LLC
Attn: John Hancock, General Counsel
14209 SE 45th Street
Bellevue, WA 98006
Phone No. 425-641-4095
Fax No. _____
e-mail address _____