

TeleBlock End-User Terms and Conditions

Customer agrees as follows:

- (a) For the purposes of this Agreement, the term "Vendor" shall mean Illuminet, Inc. and its subcontractor, Call Compliance, Inc.
- (b) Customer acknowledges that it is its responsibility to designate which state, in-house, or third party do-not-call lists are to be used in conjunction with the TeleBlock® screening/blocking process, via the TeleBlock® user interface.
- (c) Customer acknowledges that it must provide Vendor with true and correct copies of any applicable proof of do-not-call list registrations as mandated by the appropriate governmental authority or third-party organization. Vendor reserves the right to deactivate any do-not-call list from use by any Customer who does not provide proof within 48 hours of demand for proof of registry.
- (d) Customer acknowledges that only outbound calls made over Qwest's network via the Trunk Groups and ANI's defined in the Order Form are subject to the TeleBlock® screening/blocking process.
- (e) Customer acknowledges that it must provide its own internal access to the world-wide-web for access to the TeleBlock® user interface.
- (f) Customer acknowledges that in order for in-house, proprietary do-not-call lists to be made available via the TeleBlock® Service, it is Customer's responsibility to upload updates (additions/modifications/deletions) to its in-house list via the TeleBlock® user interface, or in another format acceptable to Vendor.
- (g) Customer acknowledges that Vendor does not screen or block outbound calls to toll-free numbers, including without limitation, numbers with an 800, 855, 866, 877, or 888 area code.
- (h) Customer acknowledges that it must provide Vendor with timely notification and at least 36 hours advance notice (during Vendor's normal business hours) regarding any changes, additions or deletions of services associated with Qwest services, which may affect provision of the TeleBlock® Service, and enable Vendor, to the extent it involves Customer premise equipment, software or resources under the control of such Customer, to modify the TeleBlock® Service as appropriate. Customer further acknowledges that until such modifications are completed by Vendor, the affected outbound calls will not be processed by the TeleBlock® Service.
- (i) Customer acknowledges that the TeleBlock® Service is limited to the screening and blocking of outbound calls, and as such plays a role solely in assisting in compliance with do-not-call list laws and regulations as enacted by governmental entities. TeleBlock® does not serve to enable compliance with any other aspect of any telecommunication, telemarketing, or related law or regulation, including without limitation disclosure, billing, and registration requirements. Customer acknowledges that it must comply with all applicable requirements of federal, state and local laws, ordinances, administrative rules and orders, including but not limited to the Telephone Consumer Protection Act and the Telemarketing and Consumer Fraud and Abuse Prevention Act.
- (j) Customer acknowledges that certain database information will be accessed by Customer via the TeleBlock® Service. The content and validity of such data shall be the responsibility of the source of such information, and not the responsibility of Qwest or Vendor.
- (k) Customer agrees to defend, indemnify, and hold harmless Qwest and Vendor from and against any claim, liability, damage, and expense (including reasonable attorney's fees) brought or claimed by third parties arising out of the negligence or misconduct of Customer.
- (l) Customer shall provide Vendor with written notification within seventy-two (72) hours of its discovery of any systems defects, errors, or omissions relating to the TeleBlock® Service and allow Vendor a reasonable opportunity to correct such system defect, error, or omission. CUSTOMER IS PRECLUDED FROM RAISING THE ISSUE THAT THE SERVICE WAS NOT OPERATING DUE TO A DEFECT, ERROR OR OMISSION IN THE SERVICE, UNLESS CUSTOMER CAN PRODUCE PROOF OF TIMELY WRITTEN NOTIFICATION TO VENDOR OF SUCH DEFECT, ERROR OR OMISSION.
- (m) THE TELEBLOCK® SERVICE IS PROVIDED TO CUSTOMER WITHOUT ANY WARRANTIES WHATSOEVER AND QWEST AND/OR VENDOR DISCLAIM ALL WARRANTIES EXPRESS OR IMPLIED, WITH RESPECT TO THE TELEBLOCK® SERVICE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
- (n) Neither Qwest or Vendor shall have any liability with respect to the provision of the TeleBlock® Service for any lost income or profits or any indirect, special, consequential or incidental damages of a kind whatsoever, even if it has been advised of the possibility of such damages. Notwithstanding anything to the contrary, Qwest or Vendor's liability to Customer whether arising out of contract, negligence, or otherwise for any acts or omissions in connection with the provision of the TeleBlock® Service shall not exceed the amount paid by Customer for the TeleBlock® Service during the one (1)-month period immediately preceding the occurrence of such act or omission.
- (o) Customer agrees that Vendor shall be a third party beneficiary to this Agreement and shall have standing to enforce its rights granted herein pursuant to the terms herein.

Agreed to this _____ day of _____, 2003.

Customer

By: _____
Title: _____