

TELESERVICES SPECIFIC TERMS AND CONDITIONS

These Teleservices Specific Terms and Conditions apply to Qwest's purchase of telemarketing services from Supplier. For purposes of the General Terms and Conditions, telemarketing Services are considered Purchases. The following provisions of the Procurement Standard Terms and Conditions do not apply: (i) Specific Terms And Conditions – Services; (ii) Specific Terms And Conditions – Products; (iii) Specific Terms And Conditions – Software; and (iv) Specific Terms And Conditions – Resale.

1. DEFINITIONS:

- 1.1 "Brochures and Fulfillment Materials" means documents provided by Qwest that describe Qwest's products and/or services or the Telemarketing Programs developed by Qwest from time to time. Qwest may provide Supplier with reasonable quantities of such Brochures and Fulfillment Materials as Qwest deems necessary.
- 1.2 "Customer(s)" means Qwest's business and residential customers, either potential or existing.
- 1.3 "Customer Lists" means those collections of Customers' names, addresses, telephone numbers and other data that, in Qwest's judgment, are necessary for Supplier to contact Customers as described herein. Qwest will provide Supplier with Customer Lists, from time to time, as Qwest deems necessary, and such Customer Lists will be provided to Supplier in the format and storage medium selected by Qwest, unless provided for otherwise in the Order.
- 1.4 "Customer Order(s)" means the information describing all products and/or services that Customers have purchased from Qwest during each contact with Supplier.
- 1.5 "Scripts" means transcripts prepared by Qwest (in any medium) of the conversation that Supplier would use with Customers.
- 1.6 "Services" means any work performed by or for Supplier in connection with the Order, as further described in the Order.
- 1.7 "Support Materials" means all call guides, applications, Brochures and Fulfillment Materials, methods and other documents (in any medium) customized for Qwest that Supplier's personnel use in conjunction with the performance of Services. Supplier will not use Support Materials in conjunction with the performance of Services hereunder unless Qwest first approves such Support Materials in writing.
- 1.8 "Telemarketing Programs" means those telemarketing sales programs which Qwest has identified in the Order to promote the sale of various products and/or services.
- 1.9 "TPV" refers to the third party verification process by which an independent third party confirms the Customer's selection of Qwest as the Customer's new long distance or local service provider.

2. INVOICES:

Within 30 days of providing Services to Qwest, Supplier will issue an invoice therefore by the method agreed upon by the parties.

3. ACCEPTANCE:

If Qwest is not satisfied with any Services, Qwest will notify Supplier in writing within 30 days after Supplier's performance of such Services.

4. SERVICES REPRESENTATIONS AND WARRANTIES:

In addition to the Representations and Warranties in the General Terms and Conditions, Supplier represents and warrants that the Services will be provided in a professional and workmanlike manner.

5. SUPPLIER PERSONNEL:

Supplier will be solely responsible for securing suitably trained and experienced personnel to perform Services hereunder. Qwest may request that Supplier provide the names of the Supplier personnel who are to perform Services hereunder, as well as their respective resumes, for Qwest's review. Qwest reserves the right to reject any person whose name is submitted by Supplier. Qwest further reserves the right to require replacement of any Supplier personnel performing Services for Qwest in the event that Qwest determines in its sole discretion that the presence or utilization of such personnel is detrimental to the performance of Services, in which case Supplier will promptly replace such personnel and arrange for a timely transfer of knowledge and information with minimum delay. Supplier will utilize thorough screening and selection of its employees, including background screening and security and criminal investigation, policies and procedures to ensure assignment of qualified workers. The screening procedure will include background screening which includes credit and felony checks for the last 3 years. Supplier must maintain security/criminal investigation results for review by Qwest upon request. Details of actual results will remain confidential.

6. DRUG TESTING:

If requested by Qwest, Supplier will, at Supplier's expense, conduct drug testing of any Supplier personnel who perform work at Qwest's facilities. Such drug testing will comply with Qwest's policies as well as any applicable laws. Supplier will report the results of any such drug testing to Qwest within 10 days of Qwest's request.

7. REPORTS:

Supplier will submit, on a monthly basis, or such other frequency as specified by Qwest, reports containing such information as may be reasonably requested by Qwest, including but not limited to the status of progress to milestones specified in the Order and the cumulative amounts billed to Qwest under the Order.

8. LEGAL AND REGULATORY COMPLIANCE:

8.1 CPNI.

In the Subsection titled "CPNI and Customer Information" of the Section "Confidential Information" of the General Terms and Conditions, Supplier acknowledges that it is essential for both parties to fully comply with rules related to CPNI. Qwest shall initially provide Supplier with instruction and training material to enable Supplier and its employees to achieve full compliance with both the CPNI rules and Qwest's practices and policies pertaining to CPNI. Supplier shall, not less than once during each year the Order is in effect, provide to all of its employees who directly or indirectly provide services to Qwest in connection with the Order, training reasonably calculated to ensure that Supplier and such employees fully comply with the CPNI rules and Qwest's practices and policies pertaining to CPNI ("CPNI Training"). Furthermore, Supplier shall provide such CPNI Training to each of its new employees as soon as is reasonably practicable after the commencement of such employment. Supplier and its employees shall handle, use and safeguard CPNI in strict accordance with the CPNI rules and Qwest's practices and policies.

8.2 Telephone Consumer Protection Act.

Supplier shall review and comply with all applicable Telephone Consumer Protection Act/Direct Marketing Association (TCPA/DMA) compliance standards, which are incorporated herein by reference. In addition, Supplier agrees to train all Supplier employees on Qwest and legally mandated compliance requirements before any employee is engaged with Qwest program work and annually refreshed on those compliance requirements thereafter.

8.3 State Regulation.

Supplier shall perform Service as specified in the Order unless such services are modified by state regulations, in which case Supplier agrees to comply with all state regulations in contacting Customers.

8.4 Automatic Dialing and Recorded Messages.

Supplier shall use automated dialing devices (i.e. Auto Dialers) as permitted by the laws and regulation of the states in which the Customers to be contacted are located and only as permitted by federal law. Supplier shall use recorded messages during contact with Customers only if permitted by law and only if the respective script is authorized in advance by Qwest.

8.5 Telemarketing Laws and Regulations.

Supplier agrees that it will be familiar with, understand the requirements of, and will always comply with, all laws and government regulations governing telemarketing practices in all states within which Supplier performs the Services for Qwest, including the Telemarketing and Consumer Fraud and Abuse Prevention Act, 15 U.S.C. Sections 6101-6108, and the Federal Trade Commission regulations issued thereunder at 16 C.F.R. Sections 310.1. Supplier shall indemnify Qwest for any violations by Supplier of applicable laws or regulations. Supplier shall have the right to defend any claim based upon a violation by it of any such law or regulation. Qwest agrees to provide reasonable cooperation with regard to the defense of any such claim.

9. WORK PRODUCT:

All sales material and other written material, including but not limited to Support Materials, used on behalf of Qwest shall be "Work Product", as defined in the General Terms and Conditions, and shall not be used by Supplier in any other manner without Qwest's prior written approval. Supplier, its employees, agents, and contractors shall use only the Qwest approved Brochures and Fulfillment Materials for sales training and sales generation. Supplier, its employees, agents, and contractors shall not make any revisions or deviate from any sales materials approved by Qwest without Qwest's written approval. Supplier shall submit all materials to be used in advertising or promoting the Services, to Qwest, for written approval, at least 15 days prior to any publication.

10. INDEMNIFICATION:

In addition to the indemnification provisions of the Section titled "Indemnification" of the General Terms and Conditions:

10.1 Credit Card Fraud.

Supplier will, at Supplier's expense, indemnify, defend and hold harmless Qwest (including its officers, directors, employees and agents) and its affiliates and customers against any loss, cost, expense or liability (including without limitation attorneys fees and costs and awarded damages) arising out of any liability caused by Credit Card Fraud. The term "Credit Card Fraud" means any unauthorized or fraudulent use of a Card Number (as hereinafter defined), or any unauthorized or fraudulent disclosure of a Card Number that results in an unauthorized or fraudulent use of such Card Number, by any employee, agent or representative of Supplier or by a third party where Supplier's employee, agent or representative engaged in an unauthorized disclosure of such Card Number. The term "Card Number" means a credit, charge or debit card number and may include other relevant information, including identifying or authorizing information, that is provided or disclosed in any manner in connection with any services to be provided hereunder by Qwest.

10.2 Do Not Call List Indemnification.

Supplier will, at Supplier's expense, indemnify, defend and hold harmless Qwest

(including its officers, directors, employees and agents) and its affiliates and customers against any loss, cost, expense or liability (including without limitation attorneys fees and costs and awarded damages) arising out of any liability caused by or arising from each documented case of Supplier placing a call to a number that is on the Nationwide Do Not Call list, the Qwest Do Not Call list or the Supplier's Do Not Call list and not otherwise authorized, only if Supplier is proven negligent. The parties acknowledge that all Qwest calling lists are supplied to Supplier through a third party. The third party is responsible to scrub the list against the Nationwide Do Not Call List as well as the Qwest Do Not Call List prior to forwarding to Supplier.

11. TPV PROCEDURES:

If required by Qwest, Supplier will follow any and all TPV procedures that Qwest may promulgate from time to time, including instructions for sending calls to TPV, directions on adhering to specific Scripts supplied by Qwest, and transmission of both voice and data to TPV simultaneously. Further, Supplier will submit proof of adherence to such procedures to Qwest's designated TPV provider. Qwest will notify Supplier regarding the entity serving as a TPV provider for a Telemarketing Program. Such TPV provider is subject to change with notice to Supplier.

12. ADDITIONAL INSURANCE:

In addition to the requirements in the Section titled "Insurance" in the General Terms and Conditions, and subject to the procedures set forth therein, Supplier shall carry and maintain the insurance coverage listed below.

12.1 Employee Dishonesty Insurance or Fidelity Bond.

If (a) the Services involve (i) access to Qwest customer accounts, including securing third party customer information or (ii) unsupervised work on Qwest premises, or (b) Supplier accepts payment from third parties for Qwest products and services, Supplier shall provide Employee Dishonesty insurance or a Fidelity Bond covering all loss for which Supplier is legally liable, arising out of or in connection with any fraudulent or dishonest acts committed by Supplier personnel or third parties, acting alone or with others in the amount of not less than \$5,000,000.

12.2 Errors & Omissions Liability Insurance.

Errors & Omissions liability insurance covering acts, errors and omissions arising out of Supplier's operations or services, and if applicable, including loss arising from unauthorized access or use that results in identity theft or fraud, with limits of not less than \$1,000,000 per claim. Such insurance shall provide a retroactive date prior to the date of the Order and either (a) continuous insurance coverage for a period of two years after termination of the Order, or (b) an extended reporting period of not less than two years after termination of the Order.

13. PREMISES VISITS:

Qwest will be permitted access to Supplier's premises in connection with, and during, the performance of the Services for Qwest. Qwest will coordinate such access with Supplier's designated representative, allowing reasonable notice prior to visiting such premise.

14. QWEST FURNISHED EQUIPMENT:

In addition to the Section titled "Qwest Data; Property" of the General Terms and Conditions, with respect to Qwest property, Supplier will pay any and all freight charges associated with the return of any equipment furnished by Qwest.

15. NONCOMPETE:

While the Order is in effect and for a period of 6 months thereafter, Supplier will not assign any Dedicated Personnel to any other project provided by Supplier to a

communications services provider that directly competes with Qwest, as determined by Qwest in its sole discretion, and will require any such Dedicated Personnel prior to their removal from the Telemarketing Program to execute a non-disclosure agreement with regard to Qwest Confidential Information. Notwithstanding the execution of such non-disclosure agreement, Supplier will remain responsible for the unauthorized disclosure of Qwest Confidential Information by Supplier personnel. For the purpose of these Terms, "Dedicated Personnel" means all Supplier employees assigned to perform Services. While the Order is in effect, Supplier will not engage in any program to sell the communications services, including without limitation local service, long distance service, wireless services and internet access services of any provider other than Qwest either directly or through a distributor, agent or wholesaler of said provider and Supplier will not assign any Supplier agents to perform customer care services for any other provider.

16. RECORDS AND AUDITS:

In addition to the "Records and Audits" Section of the General Terms and Conditions, Supplier will maintain complete and accurate records of all Telemarketing Programs and all charges incurred by Qwest in connection with the Order, in accordance with generally accepted accounting principles, for a period of 72 months from the date of termination, cancellation or expiration of the Order. Qwest may inspect and obtain copies of Supplier's records upon reasonable notice. Records will include the following and others as provided herein:

16.1 Promotional Materials.

Advertising, brochures, account management scripts and promotional materials.

16.2 Customer Information.

The name and last known address of each Customer, the goods or services purchased, the date such Customer Order or services were shipped or provided and the amount paid by the Customer for the Customer Order or services.

16.3 Employee Information.

The name, any fictitious name used, the last known business address and telephone number, and the job titles for all current and former employees directly involved in telephone sales on behalf of Qwest.

16.4 Authorizations.

All verifiable authorizations required by the Federal Trade Commission rules regarding telemarketing and account management activities.

17. NO RECRUITING:

While the Order is in effect and for a period of one year thereafter, Supplier will not recruit, directly or indirectly, any Qwest employee involved in the performance of the Order. In the event that Supplier recruits and hires any Qwest employees, Supplier will pay to Qwest, within 30 days of the date of such hiring, an amount equal to 50% of the compensation paid by Qwest to such Qwest employee in the previous year as a fee for the benefit obtained by Supplier. For purposes of this Section, the word "recruit" does not include unsolicited applications for jobs, responses to public advertisements, or candidates submitted by recruiting firms, without any contact between Supplier and Qwest employees.

18. QWEST VOICE AND DATA SERVICES:

In performing the Services described in the Order, Supplier will, where available, purchase Qwest voice and data services directly from Qwest during the term of the Order at the greater of (i) the amounts needed to support incoming and outgoing Qwest customer traffic or (ii) as provided in any separate purchase order or agreement with Qwest or its affiliates.

19. SECURITY OF CUSTOMER INFORMATION:

All information received by Supplier personnel while handling communications with Customers shall be Confidential Information pursuant to the Section titled “Confidential Information” of the General Terms and Conditions. This requirement of confidentiality extends to the identity of the parties to the communication and even to the fact that the communication took place.

20. REQUIRED CALL CONTACT RECORDS:

20.1 Recording Requirement.

Supplier shall digitally record the entire length of the call for 100% of all inbound and outbound call contacts.

20.2 Storage Requirement.

Supplier shall store digital recordings for a 3 year period from the date of such recording.

20.3 Access.

Access to stored digital recordings shall be set forth in the Order.

20.4 Customer Permission.

Supplier shall only record call contacts with the Customer’s permission or acquiescence. Supplier shall inform Customers, via script or voice recognition unit (VRU), that calls may be recorded. Supplier shall only record calls when the Customer does not object. This process will be performed according to Qwest’s direction and/or as scripted by Qwest.

20.5 Audits.

A minimum of 15% of digital call recordings which include a sale shall be audited for quality on a monthly basis.

20.6 Fallout.

Supplier will track orders lost due to discrepancies, errors or omissions (“Fallout”) related to this audit process by Supplier employee, sales date, and contact phone number, and will record the reason for Fallout, and the steps taken to resolve the Fallout. Each report will be reviewed with the respective employee who will sign the report to confirm that this review has taken place. These reports will be retained by Supplier for a 3 year period, and will be furnished to Qwest upon request.

21. USE OF QWEST SYSTEMS:

21.1 Qwest System Access.

In addition to the provisions of the Section titled “Qwest Data; Property” of the General Terms and Conditions, Supplier agrees to adhere to Qwest’s policy regarding safeguarding Qwest system access and property.

21.2 Virtual IDs.

Where Supplier has been issued Virtual IDs to support access to Qwest systems, Supplier will establish a secure procedure for changing passwords on idle Virtual IDs, so that these do not have to be manually reset. In no case will user IDs or passwords be shared between or among Supplier’s employees. Neither Supplier nor any Qwest employee is authorized to change these procedures. Any indication of a security breach, fraudulent use of a Qwest system or violation of Customer information privacy or system guideline violation should immediately be brought to the attention of the Qwest Program Manager and the supervisor of the Supplier employee aware of such indication.

21.3 Charge for Manual Reset.

If Qwest is required to perform a manual reset of an assigned Virtual ID that has lapsed

due to failure to maintain a password, Supplier shall pay Qwest \$25.00 for each such reset.

21.4 Secure ID Tokens.

Supplier is responsible for managing the use and tracking of Secure ID Tokens, if utilized, and agrees to pay to Qwest \$25 or other actual replacement cost incurred by Qwest, if higher, for the replacement of lost tokens.

22. SPECIAL RECORDS RETENTION RULES:

22.1 Legal Hold.

Supplier agrees to retain records according to requirements set forth in legal orders or “legal hold” documents transmitted by Qwest with respect to Qwest sales programs, until notified in writing that these special record retention requirements are no longer in effect. Qwest will periodically update the legal hold requirements for Supplier.

22.2 Document Management.

Retained records, including call contact recordings, shall be provided to Qwest by Supplier at no charge, subject to the following conditions:

- (a) Records will be provided when requested by Qwest as part of an investigation or legal action;
- (b) Records will be provided if Supplier is terminated or otherwise goes out of business;
- (c) If Supplier becomes insolvent, Qwest obtains full ownership of these records against any and all claims; and
- (d) Qwest agrees to pay, at cost, for any bulk shipment of these records.

23. SURVIVAL:

The provisions of these Teleservices Specific Terms and Conditions regarding “Work Product”; “Indemnification”; “NonCompete”; “No Recruiting”; “Records and Audits”; “Special Records Retention Rules” and “Legal and Regulatory Compliance” and all others that by their sense and context are intended to survive the expiration of the Order will survive.