ASSIGNMENT AGREEMENT
(CONTRACTOR SERVICES AGREEMENT)

THIS ASSIGNMENT AGREEMENT (CONTRACTOR SERVICES AGREEMENT) is entered into as of
1999 by and among LOCKHEED MARTIN IMS, a New York corporation ("LMIMS"),
CIS ACQUISITION CORPORATION, a Delaware corporation ("CISAC"), and WESTERN REGION
TELEPHONE NUMBER PORTABILITY, LLC, a Colorado limited liability company (the "LLC"), with
reference to the following facts:

A. LMIMS and the LLC are parties to that Contractor Services Agreement effective as of
February 13, 1998 (the "Master Agreement"), for which LMIMS has developed a number portability
administration center / service management system (the "NPAC") and pursuant to which LMIMS
provides certain local number portability services ("NPAC Services"), as more completely described
therein.

B. LMIMS now desires to assign to CISAC all and each of its rights and obligations under
the Master Agreement with the effect that CISAC be substituted for all purposes thereunder as the
contracting party referred to as "Contractor" in the Master Agreement, and CISAC desires to assume all
and each of LMIMS’ obligations under and pursuant to the Master Agreement with the effect that it shall
be substituted for all purposes thereunder as the contracting party referred to as "Contractor" in the
Master Agreement.

C. Each of LMIMS and CISAC desires that such assignment and assumption be on the terms
and conditions set forth herein, and the LLC is willing to consent and agree to such assignment and
assumption and the release of LMIMS from its obligations as Contractor under the Master Agreement on
the agreement of the parties hereto to the terms and conditions herein.

NOW THEREFORE, IN CONSIDERATION OF the foregoing facts and the mutual covenants
set forth herein, the parties agree as follows:

1 Assignment and Operating Assets.

1.1 Assignment. Effective on closing of the sale of assets relating to the NPAC Services
by LMIMS to CISAC (the "Effective Date"), LMIMS absolutely and unconditionally transfers, assigns
and grants to CISAC all and every right, title and interest of LMIMS in and to the Master Agreement and
all agreements, obligations and undertakings of each and every kind entered into or undertaken pursuant
thereto or in accordance therewith, including, without limitation all NPAC/SMS User Agreements (each,
a “User Agreement”) entered into by LMIMS and telecommunications carriers with respect to the
"Service Area" (as defined in the Master Agreement), each and every Statement of Work agreed to
between LMIMS and the LLC pursuant to Article 13 of the Master Agreement, the Performance Plan
entered into between LMIMS and the LLC, the Software Escrow Agreement among LMIMS, the LLC
and the escrow holder (the Master Agreement and all such other obligations assigned herein, collectively,
the "CIS Contracts").

1.2 Operating Assets. LMIMS represents and warrants that, subject to the limitations set
forth in this Section 1.2, as of the Effective Date the assets being transferred (or otherwise made
available) to CISAC on that date are sufficient to permit the provision of NPAC Services in substantially
the same manner as such NPAC Services have been provided prior to the Effective Date. The foregoing
representation and warranty is qualified by the following: (i) Lockheed Martin Corporation and certain of
its affiliates have previously provided services (e.g., accounting, cash management, treasury, tax, legal,
benefits and benefits administration, payroll, etc.) to the Communications Industry Services business that

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Exhibit D
no longer will be provided after the Effective Date (or only will be provided on a limited transition basis) because CISAC will be procuring those services from other parties or will be providing them on its own behalf, and (ii) Lockheed Martin and its affiliates are not transferring or otherwise making available cash or other financial resources or accommodations that previously were made available to the Communications Industry Services business.

1.3 Operating Assets. CISAC represents and warrants that, as of the Effective Date, it will own or have access to or use of all of the assets necessary to permit it to provide NPAC Services to the LLC in substantially the same manner that such NPAC Services have heretofore been provided.

1.4 Transfer of Employees. LMIMS represents and warrants that, subject to the limitations set forth in this Section 1.4, as of the Effective Date the employment of all “Active Employees” involved in the provision of NPAC Services, to the extent they are employed by LMIMS as of the Effective Date, will be transferred to CISAC. CISAC represents and warrants that as of the Effective Date it will offer employment to all Active Employees as well as to Mark Foster who previously provided services to the Communications Industry Services business as an independent contractor. Notwithstanding the foregoing, neither LMIMS nor CISAC make any representation that any of the Active Employees will accept employment by CISAC as of the Effective Date or will remain employed by CISAC subsequent to the Effective Date. For purposes of this Section 1.4, the term “Active Employees” means all individuals who are actively employed as of the Effective Date by Lockheed Martin Corporation or any of its subsidiaries in connection with the Communications Industry Services’ business being transferred to CISAC as of that date, including those employees who are temporarily absent from employment due to illness, vacation, authorized leave of absence, military service or lay-off with recall rights with respect to such business, but excluding those individuals who are receiving long term disability under Lockheed Martin Corporation’s long term disability plan.

1.5 Escrow Materials. LMIMS represents and warrants that the Source Code, Object Code and related Documentation for the NPAC/SMS Software (all of the foregoing terms shall have the meanings given them in the Master Agreement) that as of the Effective Date are required to be deposited in escrow, in accordance with Article 9 of the Master Agreement have been deposited in escrow and that the versions of the Source Code and Object Code so deposited are current as to the NPAC/SMS Software installed and operating as of the Effective Date and are in accordance with the provisions of Section 1.7 of Exhibit M to the Master Agreement (the escrow agreement).

2 Assumption. As of the Effective Date, CISAC accepts the foregoing transfer, assignment and grant of the CIS Contracts, and CISAC absolutely and unconditionally assumes and shall keep, perform and fulfill all of the terms, covenants, conditions, restrictions and obligations to be kept, performed or fulfilled by LMIMS pursuant to the CIS Contracts, whether now existing or hereafter arising, and whether known or unknown. It is the intention of the parties hereto, pursuant to the foregoing assignment and assumption, that CISAC shall for all purposes be substituted in the place of LMIMS as the contracting party to each and every CIS Contract effective as if CISAC were the contracting party named in each such CIS Contract.

3 Consent and Novation. As of the Effective Date, the LLC hereby consents and agrees to the assignment and assumption provided for above and releases and discharges LMIMS from its obligations as Contractor under the Master Contract and the other CIS Contracts and from any claims, demands, obligations and liabilities of any kind or nature which may at any time exist against LMIMS under any of the CIS Contracts.

3.1 Obligations Herein Independent. Such release and discharge shall not affect, reduce or eliminate the obligations of LMIMS undertaken herein, which obligations are a material consideration
to the LLC in giving its consent hereunder, and which obligations are independent of the covenants and obligations of LMIMS under the CIS Contracts. Subject to the terms, conditions, limitations and restrictions set forth in this agreement, the obligations of LMIMS hereunder may be enforced separately from any of the CIS Contracts.

3.2 Continuing Confidentiality Obligations. Notwithstanding the release and discharge of LMIMS herein with respect to the CIS Contracts, LMIMS hereby restates and reaffirms separately and independently hereunder the covenants and agreements of confidentiality set forth in Article 15 of the Master Agreement and in Section 6.1(k) and Article 9 of the User Agreements, as if set forth herein in full, for the term described in such agreements with the effect that LMIMS shall be obligated to keep and maintain the confidentiality obligations under the such agreements as if it were not otherwise released herein.

3.3 Conditions to Effectiveness of LLC Agreements. The agreements and covenants of the LLC given and made herein are subject to the satisfaction (or waiver by the LLC) of the following conditions:

(a) The Bond (as defined in Section 6) shall be in place, or committed for issuance subject only to the effectiveness of this agreement; and

(b) The Federal Communications Commission shall have approved or authorized the transfer of both the Local Number Portability Administrator duties and North American Numbering Plan Administrator duties to CISAC, on the basis of a Code of Conduct in form and substance substantially the same as that adopted herein.

4 Neutrality.

4.1 Waiver of Neutrality on Transfer. CISAC represents and warrants that the equity of CISAC will be owned 95% as of the Effective Date of the assignment hereunder by Warburg, Pincus Equity Partners, L.P., a Delaware limited partnership, together with certain affiliated partnerships ("WPEP"), the general partner of each of which is Warburg, Pincus & Co., a general partnership existing under the laws of the State of New York ("Warburg"), and 5% by LMIMS (subject to CISAC employee options and incentives). Based on these representations and warranties, the LLC waives any objection to the assignment contemplated by this Agreement on the basis of neutrality. The LLC has reviewed the representations made by Warburg, WPEP and LMIMS in various filings with the Federal Communications Commission (the "FCC") and in presentations to the LLC by Warburg, WPEP and LMIMS (memorialized in the written materials submitted to the FCC and the LLC on or about December 21, 1998, February 16 and 17, 1999 and April 12 and 28, 1999). CISAC acknowledges that these representations were material factors in the LLC's decision to waive any objection to the assignment on the basis of neutrality. The LLC may void the waiver in this Section 4.1 as of the Effective Date if the representations, warranties or statements of Warburg, WPEP, LMIMS or CISAC that are made or referred to in this Section included any material misrepresentation.

4.2 Waiver as to Continuing Neutrality (Ownership by Warburg and WPEP). On and after the Effective Date, the LLC will not assert that CISAC is not a Neutral Third Party by reason of the ownership of CISAC by WPEP and Warburg for so long as CISAC, WPEP and Warburg are in material compliance with the Code of Conduct attached hereto as Exhibit A (the "Code of Conduct"); provided that the foregoing shall not limit the LLC's rights under the Master Agreement to make a determination that CISAC under the ownership of Warburg and WPEP is not a Neutral Third Party where there are new affiliations or changed circumstances with respect to Warburg and WPEP, or following a material
violation of the Code of Conduct by Warburg, WPEP or CISAC. Any violation of provision 1 and the negative covenants in provision 6 of the Code of Conduct shall be deemed to be material.

4.3 No Prejudice as to Other or Subsequent Review. Nothing herein shall preclude the LLC from making any other review or determination regarding neutrality in accordance with the Master Agreement for reasons other than those set forth in Section 4.2, or with respect to any subsequent proposal for assignment of the Master Agreement. Subject in each case to compliance with the terms and conditions of the Master Agreement and, with respect to Warburg and WPEP compliance with the Code of Conduct, CISAC may (i) conduct an initial public offering and follow-on public offerings, (ii) merge with or into a Neutral Third Party, or (iii) otherwise finance the business or operations of CISAC.

5 LMIMS Transition Obligations. Upon the written request of the LLC upon and following termination of the Master Agreement prior to the scheduled expiration of the “Initial Term” (as defined in the Master Agreement and without regard to any extension of the term of the Master Agreement or any modification of such scheduled expiration date), where such termination was pursuant to either Section 23.1(a) (for default) or Section 23.1(b) (for financial inability to perform), LMIMS shall provide the administration of the NPAC and shall provide to the LLC and the “Users” (as defined in the Master Agreement) the NPAC Services and the “Transition Services” (as defined in the Master Agreement) (all such services, the “Post-Termination Services”).

5.1 Scope of LMIMS Post-Termination Services. In providing Post-Termination Services pursuant to Section 5 above, LMIMS shall, as provided in Sections 24.1 of the Master Agreement, “... assist Customer in the orderly transition of the Services specified herein from Contractor to a successor contractor or administrator for NPAC/SMS (in either case, the “Successor Contractor”)”. In accordance with Section 24.2, LMIMS shall provide the Post-Termination Services for a period the last day of which shall not extend beyond the earlier of (i) the date that Customer completes its transition to a Successor Contractor or (ii) the date that is 18 months after the date notice of termination is given by the LLC. Further, and also in accordance with Section 24.2, for NPAC Services during such period the price and the “Service Levels” (as defined in the Master Agreement) and the “Specifications” (as defined in the Master Agreement) shall be those in effect on the date of the termination, with the prices subject to adjustment in certain circumstances, as provided in Section 6.1 of the Master Agreement. In the case of Transition Services, the obligations and rights of LMIMS with respect thereto shall be the same as those of Contractor under Sections 24.2 and 24.4 of the Master Agreement. In providing (or assisting in providing) NPAC Services following termination, LMIMS shall use reasonable commercial efforts to provide (or cause to be provided) the NPAC Services in a manner such that each User shall receive the applicable NPAC Services for which it contracts under its User Agreement at the same Service Levels as every other User receiving such NPAC Services.

5.2 Continuing Obligations of CISAC. The provision of Post-Termination Services by LMIMS hereunder shall not relieve CISAC of the obligation to provide post-termination services in accordance with Article 24, and a request that LMIMS provide Post-Termination Services shall be deemed a request that CISAC also provide services pursuant to Article 24 of the Master Agreement. The parties envision that LMIMS shall provide necessary and appropriate management and technical expertise to continue NPAC operations and shall oversee, coordinate and provide, or cause to be provided, the Post-Termination Services. LMIMS and CISAC shall cooperate and work together to provide all required Post-Termination Services and to permit LMIMS to fulfill its obligations hereunder. CISAC shall take such actions and allow such access to facilities and personnel of CISAC as shall be reasonably necessary or appropriate to cooperate with and assist LMIMS in fulfilling its obligations hereunder. Such cooperation shall include, but not be limited to: (i) providing access to and reasonable control over the facilities used by CISAC to provide NPAC Services, including the NPAC system, (ii) delivering operational and technical control over the equipment utilized by CISAC to provide NPAC Services, and
(iii) providing access to all NPAC technical and operations personnel and manuals, documentation and software created by and maintained for, or otherwise utilized by CISAC to provide NPAC Services or reasonably necessary to provide the Transition Services. The parties understand that the CISAC facilities, equipment and personnel utilized in providing NPAC Services to the LLCs under the Master Agreement are also utilized in providing NPAC Services to other regional limited liability companies and the Canadian consortium (the "NPAC LLCs") pursuant to separate master agreements, and as to which separate assignment agreements have been entered into. The parties further acknowledge that as a result of separate decisions made by different NPAC LLCs, CISAC may be providing NPAC Services to certain NPAC LLCs (either under a master agreement or in transition following termination), without LMIMS becoming involved in providing such services. Consequently, the parties shall cooperate and not interfere with CISAC in performing such obligations.

5.3 Nature of Relationships: Liability. LMIMS’ obligations hereunder to the LLC shall be the direct obligation of LMIMS. As between CISAC and LMIMS, however, and to the extent necessary or appropriate to fulfill LMIMS’ obligations hereunder, LMIMS shall be the agent, designee and licensee of CISAC for operating the NPAC. In performing pursuant to Article 24, CISAC shall at all times remain fully obligated under the Master Agreement, including for all Performance Credits and Direct Damages provided for therein. In no event shall LMIMS be obligated for any damages, liability or obligations that arise out of or relate to the termination of CISAC or failures of CISAC in performance of its obligations under the CIS Contracts. The provision of NPAC Services hereunder shall be subject to Performance Credits in accordance with Section 16.3 of the Master Agreements, which, as between the LLC and LMIMS, shall be the only liability or obligations of LMIMS with respect to failures in the provision of the Post-Termination Services hereunder, other than in the case of the gross negligence or willful misconduct of LMIMS in performing hereunder. LMIMS shall have no obligation to provide Post-Termination Services hereunder where it does not have reasonable assurances that an adequate amount of Contractor’s revenues under the Master Agreement will be freely available for payment to LMIMS for Post-Termination Services, or it does not have other reasonable assurances of timely payment.

5.4 Additional Operational Aspects. As part of CISAC’s continuing obligations to the LLC under Article 24, CISAC shall continue to administer the billing system to the extent it has available resources and is not prohibited from doing so by order of a governmental or regulatory authority with appropriate jurisdiction. Billings while LMIMS is engaged for Post-Termination Services would continue to be solely through the CISAC billing system in place, and shall include any additional compensation provided for with respect to Transition Services. LMIMS will cooperate with CISAC in maintaining the data flow between NPAC operations and the billing system. If CISAC is not able or not permitted to fulfill its obligations with respect to operation of the billing system, LMIMS shall provide such services as an additional part of the Post-Termination Services and at no additional cost to the LLC.

5.5 Further Transfers. LMIMS shall only be obligated to perform hereunder so long as no entity or group, other than WPEP, Warburg and their affiliates, owns a majority of the equity interests in CISAC or controls the ability to elect a majority of the members of the Board of Directors of CISAC. Upon the occurrence of either such change of control of CISAC, LMIMS’ obligations hereunder shall unconditionally and irrevocably terminate immediately and without any action by the LLC, CISAC or LMIMS.

5.6 Neutrality. The transfers contemplated herein are being made in light of the fact that LMIMS may not remain a “neutral third party” for purposes of the Master Agreements and applicable laws and regulations. LMIMS is agreeing to provide the Post-Termination Services hereunder on a transition basis and on the basis that the nature of the other operations or proposed operations of LMIMS or of Lockheed Martin Corporation or any of its affiliates will not be adversely impacted hereby. If
LMIMS is requested to provide Post-Termination Services, LMIMS will abide by the following code of conduct in providing those services: (a) LMIMS will never, directly or indirectly, show any preference or provide any special consideration to any company that is a telecommunications service provider; (b) except for access given to LMIMS as necessary to fulfill its responsibilities hereunder, LMIMS shall have no access to user data or proprietary information of the telecommunications services providers utilizing the NPAC Services; (c) LMIMS will ensure that no user data or proprietary information from any telecommunications service provider in which Lockheed Martin Corporation holds any interest is disclosed to individuals involved in the provision of the Post-Termination Services; (d) LMIMS will ensure that no confidential information about the Post-Termination Services and no user data or proprietary information from any User will be shared through LMIMS in violation of the confidentiality provisions of the Master Agreement and the User Agreements with any employees of any telecommunications service provider in which Lockheed Martin Corporation holds an interest; and (e) individuals engaged in the provision of Post-Termination Services will not have simultaneous assignments with any telecommunications service provider in which Lockheed Martin Corporation has an attributable interest. In the event LMIMS is requested to provide Post-Termination Services, on a quarterly basis during the period such services are being provided, an officer of LMIMS shall deliver to the LLC a certificate with respect to compliance with the provisions of the foregoing code of conduct. So long as LMIMS remains in compliance with the foregoing code of conduct, the LLC shall be deemed to have waived any objections it may have to the neutrality of LMIMS (and CISAC to the extent relating to the provision of services by LMIMS) in providing the Post-Termination Services during the transition. If LMIMS violates the foregoing code of conduct provisions, then the LLCs can choose to terminate the services LMIMS is providing. LMIMS will incur no damages and have no liabilities with respect to a breach of the foregoing code, except in the case of the gross negligence or willful misconduct of LMIMS in failing to comply with the code and except that the LLC may seek injunctive relief to stop any violations of the code of conduct. If there is any finding or determination for purposes of any applicable law or regulation that, in providing Post-Termination Services, LMIMS is not a neutral third party or would be in violation of applicable law or regulation, or if either LMIMS or Lockheed Martin Corporation, in its reasonable judgment exercised in good faith determines that the obligation to provide Post-Termination Services could adversely impact other business operations, transactions or prospects, or proposed transactions or operations, of LMIMS, Lockheed Martin Corporation or any of its affiliates, LMIMS shall be relieved of any further obligation to perform Post-Termination Services hereunder.

5.7 Further Modifications of the CIS Contracts. The parties acknowledge that the NPAC and the NPAC Services are subject to modifications pursuant to Statements of Work negotiated in accordance with the Master Agreement. LMIMS shall be obligated to provide NPAC Services in accordance with the terms and standards in effect as of a termination of the Master Agreement, except to the extent any modification hereafter significantly increases the cost or complexity of providing the NPAC Services and any corresponding increased compensation (or other changes in the NPAC Services) is manifestly unreasonable in light of the costs and burdens undertaken. Notwithstanding the foregoing, LMIMS shall, in respect of providing Post-Termination Services, be obligated with respect to Statements of Work that are known or existing as of the Effective Date of this assignment (NPAC software release 3.0 is known), whether or not delivered as of the time of termination.

6 Financial Surety. During the remaining term of the Master Agreement through and until the scheduled end of the Initial Term (as defined in the Master Agreement), CISAC shall maintain in force with respect to the Service Area and in favor of the LLC, or its successor, a performance bond in form and substance substantially as set forth in Exhibit B (the "Bond"). The Bond shall be in the amount of $1,000,000.

6.1 Draws on the Bond. The Bond may be drawn on by the LLC following a termination of the Master Agreement to pay or reimburse any costs, expenses or damages (including Direct Damages)
incurred by or for the benefit of the LLC or the Users in connection with any default or failure by CISAC that results in a termination of the Master Agreement and any costs, expenses or damages (including Direct Damages) incurred by or for any of them in connection with any transition from CISAC to a “Successor Contractor” (as defined in the Master Agreement) for provision of NPAC services in the Service Area. For purposes of draws on the Bond, termination shall be evidenced solely by a certificate of the LLC that the Master Agreement has been terminated, and evidence of covered expenses incurred or paid shall, for purposes of the draw, be subject to a minimal showing that such expenses were incurred. Any evidentiary considerations regarding expenses shall be subject of a complete accounting and reconciliation following payment of the Bond.

6.2 No Modification of CISAC Obligations. Nothing herein shall modify, reduce or eliminate the obligation of CISAC under the Master Agreement for Direct Damages under Article 19 of the Master Agreement or for any other obligation or liability provided for therein or in any of the CIS Contracts, including without limitation the obligation to provide services during transition as provided in Article 24 of the Master Agreements, all of which provisions shall remain in full force and effect in accordance with their terms, and CISAC shall be and remain fully obligated and liable thereunder to the full extent provided for therein. The LLC may seek to recover costs, expenses and damages from either of the Bond or CISAC and the existence of the Bond or any balance thereof shall not relieve CISAC of the obligation to reimburse the LLC in accordance with the Master Agreement (to the extent not already reimbursed through the Bond). Neither the Bond nor recovery against CISAC shall have any priority as a remedy and the existence of the other shall not serve as a defense to a demand made on either, such that the LLC may seek recovery first against either the Bond or against CISAC, in each case without making any demand for recovery on the other. In no event, however, shall the LLC recover against both the Bond and CISAC for the same costs, expenses or damages.

7 Independent Review of CISAC.

7.1 Financial Review. Annually, following completion of the audit of its financial statements, CISAC shall direct its outside auditor to deliver a letter to the LLC (with a copy to LMIMS) confirming that CISAC has received an unqualified opinion with respect to its audit, which under generally accepted auditing standards entails at least twelve months as a going concern. Quarterly, following the close of its fiscal quarter, CISAC will deliver a certificate of its Chief Financial Officer to the LLC (with a copy to LMIMS) stating that such officer has reviewed the Master Agreement and the quarterly financial statements and to the knowledge of such officer, no event has occurred that would permit a termination of the Master Agreement under Section 23.1(a) (for default) or Section 23.1(b) (for financial inability to perform), and that CISAC’s current capital resources will be sufficient to fund capital expenditures and working capital requirements for at least the next six months. If CISAC receives an accountant’s letter that its annual audit report was so qualified, or CISAC’s Chief Financial Officer is not able to issue the certificate called for above, CISAC will move to procure a performance bond (separate from and in addition to the Bond subject of Section 6) in the amount of $1,500,000 with respect to CISAC’s performance under the Master Agreement (the “Financial Bond”). The Financial Bond will be drawn on to fund normal NPAC operating expenses as required. The Financial Bond will remain in force until the accountants confirm that the qualification is removed or not required. If CISAC does not obtain the Financial Bond within 45 days of the issuance of the letter or certificate reflecting the qualification, such failure shall constitute a “Default” under the Master Agreement. CISAC’s cure rights with respect to such Default shall be limited to a 15 day period. CISAC’s outside auditor will be one of the internationally recognized Big 5 accounting firms. CISAC will bear the costs of such review. If the independent auditor or the Chief Financial Officer is unable to provide a letter or certification as described above, CISAC will meet with the LLCs and LMIMS to explain the nature of the problem and CISAC’s plan for addressing the problem and will thereafter keep the LLCs and LMIMS reasonably informed as to progress in remediating the problem so long as it lasts.

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7.2 Neutrality Review. CISAC shall, on a quarterly basis, arrange for a neutral third party expert (the “Neutrality Analyst”) to conduct a review of the actions and records of CISAC, and of WPEP and Warburg as they relate to CISAC or any of their investments in telecommunications service providers (as defined in the Telecommunications Act of 1996), of the operation of the NPAC and of the provision of services under the CIS Contracts for the purpose of determining the continuing compliance of CISAC, WPEP and Warburg with the Code of Conduct and the neutrality in fact of the operation of the NPAC and the continuing status of CISAC as a Neutral Third Party (such review, the “Neutrality Review”). In connection with such review, CISAC shall arrange for the Neutrality Analyst to have reasonable access to the records of CISAC and those of WPEP and Warburg as they relate to CISAC or to other telecommunications service providers in which Warburg or funds which it manages has an interest, and to the management and operations personnel of CISAC and the WPEP or Warburg personnel acting as directors for or otherwise interacting with CISAC personnel. This Neutrality Review is that referred to as the “quarterly neutrality audit” in the Code of Conduct. The outline of the Neutrality Review herein is not meant to preclude other relevant concerns and the nature and the full scope of the Neutrality Review and the report thereon shall be further developed as reasonably agreed by CISAC, the LLC and the Neutrality Analyst. In connection with such review and on a quarterly basis, the Chief Executive Officer and the Chief Operating Officer of CISAC and a General Partner of Warburg responsible for overseeing the interests of Warburg and WPEP in CISAC shall deliver to the Neutrality Analyst certificates signed by them in such capacities with respect to compliance with each of the provisions of the Code of Conduct and any breaches of the provisions of the Code of Conduct.

7.3 General Provisions. The fees and expenses of CISAC’s auditors and the Neutrality Analyst with respect to the above-referenced reviews shall be the sole obligation of CISAC. The Neutrality Analyst will be selected by mutual agreement of CISAC and a majority of the NPAC LLCs, and the Neutrality Analyst may be the independent auditors or counsel of CISAC if the parties agree that an accounting firm or law firm is an appropriate expert for such review. In any event, the Neutrality Analyst shall not be a party that may have a competitive interest in conflict with the interests of CISAC. The Neutrality Analyst will be subject to reasonable confidentiality obligations. Copies of the financial review letters and certificates, and the Neutrality Analysts’ reports will be provided to the LLC, CISAC and LMIMS, and each shall be confidential information of CISAC, Warburg and WPEP protected by recipients thereof in the manner provided with respect to “Confidential Information” (as defined in Article 15 of the Master Agreement).

8 Entire Agreement; Successors and Assigns. This agreement, with all exhibits and attachments, shall constitute the entire agreement of the parties with respect to the subject matter hereof. All the terms and provisions of this agreement and shall be binding upon, inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto, whether so expressed or not.

9 Counterparts. This agreement may be executed in two or more counterparts and by different parties hereto in separate counterparts, with the same effect as if all parties had signed the same document. All such counterparts shall be deemed an original, shall be construed together and shall constitute one and the same instrument.
10 Notices. The parties hereby notify each other of changes in addresses to which notices under the Master Agreement shall be sent, as follows:

If to Customer (the LLC): To the Customer Project Executive as designated to Contractor by Customer from time to time

with a copy to: current President / Chair contact information

If to Contractor (CISAC): To the Contractor Project Executive as designated to Contractor by Customer from time to time (which remains Jan Trout Avery)

with a copy to: CIS Acquisition Corporation
1200 K Street NW, 11th Floor
Washington, D.C. 20005
Attention: Mr. Joseph Franlin
Fax No.: 202-414-5922

and if relating to termination under Section 23.1(a) or (b) (or threat thereof) with copies as follows for notice to LMIMS:

If to LMIMS: Lockheed Martin IMS
1200 K Street NW, 12th Floor
Washington, D.C. 20005
Attention: President
Fax No.: 202-408-4810

with a copy to: Lockheed Martin Corporation
6801 Rockledge Drive
Bethesda, Maryland 20817
Attention: Senior Vice President and General Counsel
Fax No.: 301-897-6333
IN WITNESS WHEREOF, the undersigned have executed this Assignment Agreement (Contractor Services Agreement) on the dates set forth below and effective as of the date first set forth above.

LMIMS

LOCKHEED MARTIN IMS,
a New York corporation

By: ____________________________
Name: David E. Minnick
Title: Senior Vice President

CISAC

CIS ACQUISITION CORPORATION,
a Delaware corporation

By: ____________________________
Name: ____________________________
Title: ____________________________

LLC
PORTABILITY, LLC,

WESTERN REGION TELEPHONE NUMBER
a Colorado limited liability company

By: ____________________________
Name: Tommy G. Thompson
Title: Western Region LLC Chair
IN WITNESS WHEREOF, the undersigned have executed this Assignment Agreement (Contractor Services Agreement) on the dates set forth below and effective as of the date first set forth above.

LMIMS

LOCKHEED MARTIN IMS,
a New York corporation

By: [Signature]
Name: David B. Minnick
Title: Senior Vice President

CISAC

CIS ACQUISITION CORPORATION,
a Delaware corporation

By: [Signature]
Name: Henry Kessel
Title: Director

PORTABILITY, LLC

WESTERN REGION TELEPHONE NUMBER
a Colorado limited liability company

By: [Signature]
Name: Tommy C. Thompson
Title: Western Regional Chair
EXHIBIT A

CODE OF CONDUCT
FOR NPAC OPERATIONS AND
INVESTMENT IN AND MANAGEMENT OF NPAC ADMINISTRATOR

1. Warburg Pincus will never cause CISAC, directly or indirectly, to show any preference or provide any special consideration to any company that is a telecommunications service provider, which term as used herein shall have the meaning set forth in the Telecommunications Act of 1996.

2. Warburg Pincus shall have no access to user data or proprietary information of the telecommunications service providers served by CISAC.

3. Warburg Pincus will ensure that no user data or proprietary information from any telecommunications service provider in which it holds an interest is disclosed to CISAC.

4. Confidential information about CISAC business services and operations will not be shared through Warburg Pincus with employees of any telecommunications service provider in which Warburg Pincus holds an interest. Warburg Pincus will guard its knowledge and information about CISAC’s operations as it would its own proprietary information.

5. No person employed by, or serving in the management of, Warburg Pincus or any private equity fund controlled by Warburg Pincus will be directly involved in the day-to-day operations of CISAC. No senior employees of any company that is a telecommunications service provider, and in which Warburg Pincus has an attributable interest, will be employed (full-time or part-time) by the CISAC business.

6. Warburg Pincus will be represented on the Board of Directors of CISAC. It will not control a majority of the Board. It will be involved in normal Board affairs of CISAC. No Warburg Pincus representative on the CISAC Board of Directors will at the same time serve as a Director of any private equity fund controlled by Warburg so long as that fund owns more than a 5% equity investment in a telecommunications service provider that makes use of numbering resources.

7. Warburg Pincus will notify one designated representative of all of the LLCs (1) within 20 business days after Warburg Pincus, or any private equity fund controlled by it, (a) acquires an equity interest of 5% or more in any telecommunications service provider, or (b) increases any such equity interest by 5% or more from any such equity interest held at the later of the date hereof and the date of the last notification of the level of such equity interest, and (2) within 20 business days after Warburg Pincus becomes aware that an entity in which it has an equity investment of 5% or more has begun to use numbering resources.

8. No employee of CISAC will hold any interest, financial or otherwise, in any company that would violate the neutrality requirements of the FCC or the NPAC Contractor Services Agreements (the Master Agreements).
9. CISAC will hire an independent party to conduct a neutrality review of CISAC, ensuring that CISAC and Warburg Pincus comply with all the provisions of this Code of Conduct. The neutrality analyst will be mutually agreed upon by CISAC and the LLCs. The neutrality review will be conducted quarterly. CISAC will pay the expenses of conducting the review. CISAC and Warburg Pincus will provide the analyst with reasonable access to information and records necessary to complete the review. The results of the review will be provided to the LLCs, to the North American Numbering Council and to the FCC and shall be deemed to be confidential and proprietary information of CISAC, Warburg and WPEP. This is the “Neutrality Review” provided for in Section 7 of the Assignment Agreements to which CISAC is a party and Warburg and WPEP shall cooperate with such review in accordance with such Section 7.

10. For as long as Warburg Pincus owns Warburg Pincus Asset Management (WPAM), WPAM will not own more than 10% of any telecommunications service provider. Warburg Pincus has agreed to sell WPAM to Credit Suisse Group. That sale is expected to close by mid-June 1999.

IN WITNESS WHEREOF, the undersigned hereby agree to comply with the terms of this Code of Conduct in matters relating to CISAC and its management and operations.

Warburg: WARBURG, PINCUS & CO., a New York general partnership

By: ____________________________
Name: ____________________________
Title: ____________________________

WPEP

WARBURG, PINCUS EQUITY PARTNERS, L.P.,
WARBURG, PINCUS NETHERLANDS EQUITY PARTNERS I, C.V.
WARBURG, PINCUS NETHERLANDS EQUITY PARTNERS II, C.V.
WARBURG, PINCUS NETHERLANDS EQUITY PARTNERS III, C.V.

Each By: WARBURG, PINCUS & CO., a New York general partnership

By: ____________________________
Name: ____________________________
Title: ____________________________

CISAC

CIS ACQUISITION CORPORATION
a Delaware corporation

By: ____________________________
Name: ____________________________
Title: ____________________________
EXHIBIT B

FORM OF PERFORMANCE BOND UNDER ARTICLE 6
PERFORMANCE BOND (**DEMAND DRAFT**)  

KNOW ALL MEN BY THESE PRESENTS, that we, ________________, as Principal, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, licensed to do business in the State of Connecticut, as Surety, are held and firmly bound unto  

(Obligee), in the penal sum of  

($ ________________) Dollars, lawful money of the United States of America, for the payment of which sum, well and truly to be made, the Principal and Surety do bind themselves, their heirs, executors, administrators, and successors and assigns, jointly and severally, firmly by these presents.  

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the above bounden Principal has entered into a certain written Agreement for Number Portability Administration Center/Service Management System ("Agreement") with the above named Obligee, effective the ___ day of ________________, 19__, and terminating the ___ day of ________________, 19__, to provide a turnkey database solution to local number portability and more fully described in said Agreement, a copy of which is attached, which Agreement is made a part hereof and incorporated herein by reference, except that nothing said therein shall alter, enlarge, expand or otherwise modify the term of the bond as set out below.  

NOW, THEREFORE, if Principal, its executors, administrators, successors and assigns shall promptly and faithfully perform the Agreement, according to the terms, stipulations or conditions thereof, then this obligation shall become null and void, otherwise to remain in full force and effect. This bond is executed by the Surety and accepted by the Obligee subject to the following express conditions:  

1) Within thirty (30) business days of Surety’s receipt of a written demand for payment under this Bond ("Demand"), Surety shall pay to the Obligee the amount of such Demand. The Obligee’s Demand to the Surety of the amount due, accompanied by the Obligee’s certification that the Agreement has been Terminated as defined in Section 23.1 of said Agreement (other than as a result of a regulatory event (in accordance with Section 23.1(e)) unless such regulatory event is a determination that Principal is no longer a Neutral Third Party), shall be absolute proof of the existence and extent of the liability of the Principal and the Surety to the Obligee hereunder. The Obligee may present one or more Demands at any time in its sole discretion, provided however, Surety shall not be obligated to pay an aggregate amount in excess of the penal sum of the bond.  

2) This Bond may be canceled at any time upon ninety (90) days advance written notice from Surety to Obligee. It is understood and agreed that the Obligee may recover the full amount of the Bond (less any previous amounts paid to Obligee under the Bond) if the Surety cancels the Bond and, within thirty (30) days prior to the effective date of cancellation, the Obligee has not received collateral acceptable to it to replace the Bond (such acceptability to be determined by Obligee in its discretion).  

3) Surety’s obligations hereunder shall not be affected by (i) any modification of or amendment to the Contract without Surety’s consent or prior notification provided that, the penal sum of the Bond may not be increased without the express consent of Surety, or (ii) any other circumstances which might otherwise constitute a legal or equitable discharge or defense for Surety.
4) Any notice, demand, certification or request for payment, given or made under this Bond shall be made in writing and shall be given by a personal delivery or expedited delivery service, postage pre-paid, addressed to the parties at the addresses specified below.

If to the Surety:

Travelers Casualty and Surety Company of America
One Tower Square, 3PB
Hartford, CT 06183-9062
Attention: Bond Claim

Sealed with our seals and dated this ___ day of _____________, 19__.

(Principal) (Seal)

(Witness) (Title)
Travelers Casualty and Surety Company of America

(Attest) (Attorney-in-Fact)

Agreed and acknowledged this ___ day of _____________, 19__.

(Witness) (Obligee)