

**AGREEMENT FOR
CMDS HOSTING AND MESSAGE DISTRIBUTION
FOR CO-PROVIDERS
(In-Region with Operator Services)**

This Agreement ("Agreement") for CMDS Hosting And In-Region Message Distribution for Co-Providers is entered into by and between U S WEST Communications, Inc., a Colorado corporation ("USWC"), and Fix Communications Washington corporation ("Co-Provider"). This Agreement may refer to USWC or to Co-Provider as a party ("Party") to this Agreement. The service(s) described in this Agreement shall be provided in the state(s) of WA.

1. Scope Of Agreement

This Agreement is applicable to Co-Providers who provide service within the fourteen-state USWC Region for whom USWC provides Operator Services. USWC agrees to provide CMDS Hosting and In-Region Message Distribution as described herein to Co-Provider at rates and charges specified in Attachment 1, incorporated herein by this reference and made part of this Agreement. CMDS Hosting and In-Region Message Distribution to be provided under this Agreement applies to the distribution of billable records, in EMR format, associated with IntraLATA/Intrastate and IntraLATA/Interstate and local messages which originate/terminate in one Company and are billed in another Company.

If USWC provides In-Region Message Distribution and Co-Provider selects another Host for CMDS messages, USWC will provide Co-Provider with a Custom Price estimate for the cost associated with stripping Co-Provider's messages after recording and rating (if applicable) for distribution to Co-Provider's designated CMDS Host.

The initial Setup for the first state implemented in each USWC Geographic Specific Region will be charged at the rate stated in Attachment 1. Setup fees to implement additional states within the same Geographic Specific Region will be charged on an Individual Case Basis (ICB).

An Addendum to this Agreement is required for "Local and Toll Billing, Collecting and Remitting" for the settlement of revenues; remittance of billing and collection fees associated with the messages referenced in this Agreement; and for a Service Charge for the Administration of the settlement process.

2. Term Of Agreement

This Agreement shall become effective 5/30/99, and shall continue in full force and effect for a minimum term of six (6) months and thereafter shall continue on a month-to-month basis until terminated by either party by sixty (60) days prior written notice to the other Party.

3. Definitions

- a) "Assembling and Editing" is the aggregation of the recorded Co-Provider message details to create billable records and the verification that the data required for rating is in accordance with the standard format established by USWC.

- b) "Alternately Billed" messages are billed through an Operator Service and include messages such as billed to a Third Number, Collect and Calling Card.
- c) "Billing Company" is the company associated with the RAO of the NPA-NXX of the "Billing Number" in the message.
- d) "Centralized Message Data System (CMDS)" is a system used to exchange Expanded Message Record ("EMR") formatted billing data between the recording/rating company and the billing company when the companies are not located in the same USWC Geographic Specific Region. This data includes third number and calling card.
- e) "Company" may be a BOC (equivalent to a USWC Geographic Specific Region), RBOC (such as NYNEX, etc.), a LEC (Local Exchange Carrier), or a Co-Provider.
- f) "Custom Request Service" includes, but is not limited to, changes, additions or updates requested by Co-Provider; education classes; assistance in business activities; assistance in the preparation of a user needs document; development and coordination of user specifications.
- g) "Data Transmission" is the sending of message data between USWC and other RBOC's, Exchange Carriers or Co-Provider on behalf of another co-provider.
- h) "Earning Company" is the company associated with the RAO of the NPA-NXX of the "From Number" in the message.
- i) "Extended Service Area" (EAS) - Communities or service areas that are included in the "local" calling area and do not require a long distance call.
- j) "Editing & Processing" is the sorting, editing and packing of sent collect and received collect messages in preparation for distribution via file or tape to the billing company.
- k) "Geographic Specific Region" refers to the following grouping of states within USWC:
 Eastern Region: IA, MN, ND, NE, SD
 Central Region: AZ, CO, ID, NM, MT, UT, WY
 Western Region: OR, WA, NO ID
- l) "ICB" means a custom charge developed on an Individual Case Basis.
- m) "IntraLATA Messages" are those messages which originate and terminate within the same Local Access and Transport Area. These messages may be either Local or Toll.
- n) "In-Region" refers to the exchange of Expanded Message Record ("EMR") formatted billing data between the recording/rating company and the billing company when the companies are located in the same USWC Geographic Specific Region. This data includes third number, collect and calling card.
- o) "Local Access and Transport Areas (LATA)" are those designated areas approved by the United States District Court for the District of Columbia in United States of America v. American Telephone and Telegraph Company, et al., Civil Action Nos. 74-1698, 82-0195 and 82-0025, and with which the Co-Provider agreed to associate.

- p) "Local Messages" are those messages placed within the local or extended service areas of the calling phone.
- q) "Message Forwarding" is transmitting the recorded messages to Co-Provider for rating.
- r) "Received Collect" are alternately billed messages received by Co-Provider from USWC, acting as its host, to be billed to a Co-Provider.
- s) "Recording" is entering on magnetic tape, cartridge or other acceptable media, details of Co-Provider messages originated through Operator Services for which appropriate answer and disconnect supervision has been received.
- t) "Rating" of messages is the computing of the applicable charges for each message based on the Co-Provider approved schedule of rates.
- u) "Sent Collect" are alternately billed messages sent by Co-Provider to USWC to be billed to another Co-Provider's or Exchange Carrier's end user.

4. Recording Service (Recording And Rating)

Following are the provisioning parameters of Rating and Recording:

1. Where USWC provides Operator Services and records the message, assembly & editing, and rating are provided. In the Western Region, Local messages will be forwarded to Co-Provider for Rating.
2. Recording, Assembly & Editing and Rating charges will apply to Operator Services messages and will include messages that originate and bill in the Co-Provider's serving area as well those messages that are distributed through CMDS and In-Region Hosting. Rating charges will not apply to Local or Toll messages in the Western Region. A Message Distribution charge will apply for distribution of the Local, Un-rated messages to Co-Provider or for Toll Messages in preparation for distribution to other Companies.

5. Data Transmission

For messages originated by Co-Provider (Sent Collect) which are to be distributed to another Company for billing to its end users, USWC will enter the Co-Provider messages on a magnetic tape or data file and send to the Billing Company.

For messages that have originated in another Company and are distributed by USWC to Co-Provider (received collect) for billing to a Co-Provider end user, USWC will enter the messages on a magnetic tape or data file and send to Co-Provider or its agent.

6. Editing And Packing

For files that are sent to USWC by either CMDS or the other Companies for distribution to Co-Provider, USWC will sort the messages, pack the messages in a file for transmission to Co-Provider, apply the appropriate Headers and Trailer data and balance for revenue and volume.

7. Addenda For Billing, Collecting And Remittance

This CMDS Hosting and In-Region Message Distribution Agreement must be accompanied by an Addendum addressing the Settlement of Local and Toll Revenues and the associated Billing and Collection fees.

8. Message Detail Recovery

If USWC distributes message detail to Co-Provider and the data is damaged or destroyed, USWC will provide the data rewrite to Co-Provider at its request. USWC will make commercially reasonable efforts to resend the data within fifteen (15) working days of the request. A charge may be applied for reproduction of message detail lost or misplaced by Co-Provider after it has been successfully delivered.

All data transmitted or received via CMDS on behalf of the Co-Provider will be retained by USWC for forty-five (45) calendar days for recovery purposes.

9. Methods And Practices

CMDS Hosting and In-Region Message Distribution will be provided by USWC and utilized by Co-Provider in accordance with the methods and practices regularly adopted and applied by USWC to its own operations during the term of this Agreement.

10. Custom Request

Custom Request Service is the provision of new products and services or changes to existing products or services in response to a Customer's request and for which no standard price has been established. All Custom Requests will be reviewed by USWC to determine the feasibility of implementing the request. USWC reserves the right to deny any request. Where USWC agrees to provide the Custom Request Service, an estimate will be prepared based upon a user requirements document or specifications supplied by Co-Provider. USWC, at the request of Co-Provider, may provide Consulting Services, at a charge, to prepare or assist in the preparation of the user requirements documents or specifications

The estimate will include prices for non-recurring (developmental) and, if applicable, recurring prices. Scheduling of actual implementation date for Custom Request Services is dependent upon USWC's overall scheduling load and Co-Provider's approval of USWC's estimate. Upon provision of a price estimate, changes to the specifications may require a revised specifications document and may result in a new price estimate and/or implementation date.

11. Billing And Payment

USWC shall bill and Co-Provider shall pay all charges specified or referred to in his Agreement. Co-Provider shall make payment on each bill within thirty (30) days of the bill date.

If late charges are not permitted by local jurisdiction for this Service, this provision shall not apply. On any bill rendered by USWC under this Agreement for which payment has not been received on or before sixty (60) days, USWC may assess and bill Co-Provider a late payment charge of one and one-half percent (1.5%) of the bill per month or the maximum late payment charge permitted by law, whichever is less.

12. Rate Changes

The CMDS Hosting and In-Region Message Distribution Rate Schedule set forth in Attachment 1 is subject to change by USWC following the initial period of this Agreement upon sixty (60) days notice in writing to the Co-Provider provided that any such subsequent change may not be made more often than once in any calendar year, unless otherwise required by an Access Service Tariff/Price List.

13. Lawfulness Of Agreement

This Agreement and the Parties' actions under this Agreement and the attached Addendum 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. Force Majeure

With the exception of payment of charges due under this Agreement and Addendum's, 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.

15. 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.

16. Waiver

Any failure of a Party to assert any of its rights under any provision of this Agreement and Addendum shall not constitute a waiver or a termination of such rights, this Agreement, or of the provisions of this Agreement.

17. Third-Party Beneficiaries

This Agreement shall not provide any person not a party to this Agreement, specifically including, but not limited to, Co-Provider's clients, with any remedy, claim, liability, reimbursement, claim of action or other right in excess of those existing without reference to this Agreement.

18. Indemnification

Both Parties to this Agreement hereby 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, of 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.

19. 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, subsidiaries, or affiliates without prior, written permission.

20. Governing Law

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

21. 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.

22. Amendment

This Agreement may be amended or modified only by a written document signed by both Parties.

23. 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

U S WEST Communications, Inc.

24. Entire Agreement

This Agreement, together with all exhibits, attachments or supplements, constitutes the entire Agreement and the complete understanding between the Parties with respect to the provision and use of services hereunder. Neither Party shall be bound by any other representation.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized representative as of the date indicated below.

Co-Provider

U S WEST Communications, Inc.

Signature

Signature

Name

Name

Title

Title

Date

Date

**PRICE LIST
CMDS AND IN REGION HOSTING MESSAGE DISTRIBUTION
FOR CO-PROVIDER
WHEN USWC PROVIDES OPERATOR SERVICES**

| | |
|------------------------------------------------------------------------|---------------|
| SET UP (Non Recurring) | \$10,000 |
| Per First State in USWC Geographic Specific Region | |
| Additional State implemented within same Geographic Specific Region | ICB |
| RECORDING | .0040/message |
| ASSEMBLY & EDITING | .0080/message |
| RATING | .0055/message |
| MESSAGE FORWARDING | .0020/message |
| EDITING & PACKING (Shared RAO) | |
| Sent Collect | .0040/message |
| Received Collect | .0020/message |
| DATA TRANSMISSION - Intrastate Sent/Received Collect | .0020/message |
| DATA TRANSMISSION - Interstate Sent/Received Collect | .0055/message |
| TAPE CHARGE | \$50.00/tape |
| CUSTOM REQUEST SERVICES | ICB per hour |
| Consultation Services | |
| - Special Study or Report | |
| - Post Implementation Change to Customer Profile | |
| - Table Updates | |
| - NPA/NXX Additions | |
| - Data Recreate | |