

**CUSTOM LOCAL AREA SIGNALING SERVICES ("CLASS")
NETWORK INTERCONNECTION AGREEMENT**

Fox Communications ("Co-Provider"), and
US WEST Communications, Inc. ("USWC"), a corporation organized under the laws of the
state of Colorado, hereby enter into this Custom Local Area Signaling Services ("CLASS")
Network Interconnection Agreement ("Agreement"). This Agreement may refer to [Co-
Provider] or to USWC as a Party ("Party") to this Agreement. The service(s) described in this
Agreement shall be performed in the state(s) of WA.

SECTION 1. SCOPE OF AGREEMENT

This Agreement describes the terms and conditions under which both Parties agree to provide each other access to interconnect their respective networks for the provision of Custom Local Area Signaling Services ("CLASS"). Services provided under this Agreement are intraLATA services only and must be in compliance with the Common Channel Signaling Network ("CCSN") Interconnection Agreement for switched access services. In addition, all services provided for under this Agreement must be in compliance with all State and Federal rules and regulations.

Common Channel Signaling/Signaling System Seven Protocol is a digital network carrying signaling information which interfaces with USWC's voice/data network for services using the American National Standards Institute Common Channel Signaling System Seven Protocol ("CCS/SS7").

CLASS, also known as Advanced Custom Calling Services, are a set of call management features that utilize the capability to forward a calling party's number between end offices. The screening capabilities these features provide afford end users greater control over their calls. The provision of this service is dependent on the installing of CLASS hardware and software in the end offices, and Signaling System 7 ("SS7") in the end office and all intervening switches. CLASS are currently offered on an intraLATA basis only.

The CLASS included in this contract may include one or all of the following services: Caller ID (Number Only), Last Call Return, Continuous Redial, Selective Call Forwarding, Selective Call Acceptance, Call Rejection, Anonymous Call Rejection, Priority Call, and Call Trace. The aforementioned list of CLASS services will not be available in all states. USWC will notify [Co-Provider], in accordance with Section 16, when new CLASS services become available in [Co-Provider]'s Local Access Transport Area ("LATA") , or when certain CLASS services are discontinued.

SECTION 2. TERM OF AGREEMENT

This Agreement shall become effective 5/30/99 and shall continue in full force and effect unless one Party terminates this Agreement with thirty (30) days written notice to the other Party in accordance with Section 16 below.

SECTION 3. BASIS OF COMPENSATION

CLASS interconnections provided for under the terms and conditions of this Agreement will not be subject to usage rates. Global Title Translation (GTT) are not currently able to be measured in the SS7 environment. As a result [Co-Provider] and USWC agree that CLASS interconnections provided to each other under this Agreement are reciprocal and that charges will not be applicable.

SECTION 4. DEFINITIONS

Anonymous Call Rejection - Enables a customer to reject incoming calls that are blocked.

Call Rejection - Lets a customer block incoming calls from certain telephone numbers. The blocked calls route to a special denial announcement.

Call Trace - A service that gives customers another option in dealing with annoyance calls.

Caller Identification - Number Only - Lets a customer know the number of the calling party before the customer answers the phone. This feature requires Customer Premise Equipment (CPE) with a display screen.

CLASS - A set of capabilities made possible by the Common Channel Signaling Network (CCSN) and supporting software. The CLASS services provide management and security features to residence and small business customers enabling them to interact with the network on both incoming and outgoing calls.

Common Channel Signaling Network (CCSN) - A network signaling technology in which all signaling information between two or more nodes is transmitted over high-speed data links, rather than over the voice circuit. In the context of 800 Data Base Service, CCS refers to the network signaling technology which utilizes the Signaling System 7 (SS7) protocol as opposed to any other common signaling protocol used by other CCS applications.

Continuous Redial - Automatically prompts the central office to redial a busy number. A distinctive ring (short, short, long) lets the customer know when the call can be completed.

Global Title Translation (GTT) - In SS7 the process of translating a network layer address (e.g. an 800 number) to a point code, which is the SS7 level 3 address - used by the Message Transfer Part (MTP) for routing. For example, for 800 services, Global Title Translation is the translation from the 800 number to the point code of the database containing the translation for the specified number.

Last Call Return - Allows customer to dial the number of the latest incoming call, whether the call is answered or not.

Message Transfer Part (MTP) - SS7 protocol responsible for the reliable transport of signaling messages across the SS7 network. MTP includes level 1 of 56 or 64 kbs DS0 channels, a High Level Data Link Control (HDLC) based level 2, and level 3 routing based on the use of

SECTION 9. INDEMNIFICATION

Each Party to this Agreement hereby indemnifies and holds harmless the other Party with respect to any third-party claims, lawsuits, damages or court actions arising from performance 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, 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.

SECTION 10. CHOICE OF LAW

This Agreement shall be governed by and construed in accordance with the laws of the state in which services are provided.

SECTION 11. 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.

SECTION 12. 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, its subsidiaries, or its affiliates without prior, written permission.

SECTION 13. LAWFULNESS OF AGREEMENT

This Agreement and the Parties' actions under this Agreement 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.

SECTION 14. AMENDMENTS TO AGREEMENT

The Parties may by mutual agreement and execution of a written supplement to this Agreement amend, modify, or add to the provisions of this Agreement.

SECTION 15. DEFAULT

Either Party may terminate this Agreement if the other Party defaults by failing to perform any substantial obligation on its part. In the event of default, a Party shall have ten (10) days after written notice to correct such default. This Agreement may not be terminated as a result of default unless and until written notice detailing such default is given to the defaulting Party.

SECTION 16. 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 the same is 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]

USWC
Lori Simpson
Director Interconnection Compliance
150 South 5th Street, Room 2800
Minneapolis, MN 55402

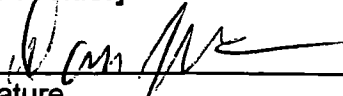
SECTION 17. ENTIRE AGREEMENT

This Agreement, together with all exhibits, attachments, notices, and any jointly-executed written supplements to this Agreement, constitutes the entire Agreement and the complete understanding between the Parties. No other verbal or written representation of any kind affects the rights or the obligations of the Parties regarding any of the provisions in this Agreement.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed for and on its behalf on the day and year indicated below:

[Co-Provider]


U S WEST Communications, Inc.



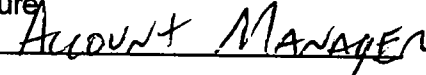
Signature



Signature



Title



Title

5/15/99
Date

6/7/99
Date