

## INTERNETWORK CALLING NAME DELIVERY SERVICE AGREEMENT

### ("ICNAM SERVICE")

This Agreement is entered into between U S WEST Communications, Inc., a Colorado corporation (hereinafter referred to as "USWC"), and Fox Communications ("Co-Provider"). The service(s) described in this Agreement shall be performed in the State(s) of USA.

**WHEREAS**, USWC provides intrastate, basic local exchange telephone services such as Internetwork Calling Name Delivery Service (hereinafter "ICNAM" service), to subscribers in the following states: Arizona, Colorado, Idaho, Iowa, Minnesota, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington, and Wyoming; and

**WHEREAS**, [Co-Provider] desires to purchase USWC's ICNAM service, and USWC wishes to provide ICNAM service to [Co-Provider], thereby transporting Calling Name data between USWC's ICNAM database and [Co-Provider]'s Calling Name (CNAM) database under terms and conditions prescribed in this Agreement.

**NOW THEREFORE**, in consideration of the mutual promises contained herein, USWC and [Co-Provider] agree as follows:

### SECTION 1. DEFINITIONS

- A. Subscribers mean end users of [Co-Provider]'s telecommunications services who wish to have callers identified prior to answering calls.
- B. A-Links mean a diverse pair of facilities connecting local end office switching centers with USWC Signaling Transfer Points (STPs).
- C. ICNAM service is a USWC service that allows [Co-Provider] to query USWC's ICNAM database and secure the listed name information for the requested telephone number (calling number), in order to deliver that information to [Co-Provider]'s subscribers.
- D. ICNAM database is the USWC database which contains current listed name data by working telephone number served or administered by USWC, including listed name data provided by other local exchange carriers participating in the Calling Name Delivery Service arrangement.
- E. Service Control Point (SCP) is a control point in an SS7 network.
- F. Service Point (SP) is an SS7 network interface element capable of initiating and/or terminating SS7 Messages. SPs may be end offices, access tandem switches, operator service systems, database managers, or other SPs.
- G. Service Switching Point (SSP) is the software capability within an SP, and the SSP provides the SP with the SS7 message preparation/interpretation capability, plus SS7 transmission/reception access ability.

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- H. Signaling Transfer Point (STP) is the point where [Co-Provider] interconnects with USWC's SS7 network. In order to connect to USWC's SS7 network, [Co-Provider] or other third party initiating [Co-Provider]'s ICNAM queries must connect with a USWC STP in order to connect to USWC's SCP.

## **SECTION 2. DESCRIPTION**

- A. Under this Agreement, in response to proper signaling queries, USWC will provide [Co-Provider] with ICNAM database subscriber information if the calling party's subscriber information is stored in the USWC ICNAM database. The effect being that the called party subscriber can identify the calling party listed name prior to receiving the call, except in those cases where the calling party subscriber has its ICNAM information blocked.
- B. During the term of this Agreement, USWC will allow [Co-Provider] to query USWC's ICNAM database in order to obtain ICNAM information which identifies the calling party subscriber.
- C. The ICNAM service provided under this Agreement shall include the database dip and transport from USWC's regional STP to USWC's SCP where the database is located. Transport from [Co-Provider]'s network to USWC's local STP is provided via A-Links which are described and priced in the Interconnection Agreement between [Co-Provider] and USWC. Transport from USWC's local STP to USWC's regional STP is not included as a part of this Agreement, nor in the pricing for the ICNAM service provided under this Agreement. In the event that transport from USWC's local STP to USWC's regional STP is added to the ICNAM pricing provided hereunder, USWC will provide sixty (60) days prior written notice of any resulting change in the pricing for the ICNAM service.

## **SECTION 3. TERM OF AGREEMENT**

This Agreement shall become effective 5/30, 1999 and shall continue in full force and effect unless canceled by either party with thirty (30) days written notice.

## **SECTION 4. RESPONSIBILITIES OF THE PARTIES**

- A. Upon queries by [Co-Provider]'s end users, USWC will provide ICNAM information attached hereto as Exhibit A.
- B. USWC will provide information that is currently in its ICNAM Database accessed by [Co-Provider].
- C. [Co-Provider] warrants that it shall send queries conforming to the American National Standards Institute's (ANSI) approved standards for SS7 protocol and per specification standard documents identified in Exhibit B. [Co-Provider] acknowledges that transmission in said protocol is necessary for USWC to provision its ICNAM services. [Co-Provider] will adhere to other applicable standards, which include Bellcore specifications defining service applications, message types and formats. USWC reserves the right to modify its network pursuant to other specification standards that may become necessary to meet the prevailing demands within the United States

telecommunications industry. All such changes shall be announced in advance and coordinated with [Co-Provider].

- D. All queries to USWC's ICNAM database shall use a subsystem number (the designation of application) value of 250 with a translation type value of 5. [Co-Provider] acknowledges that such subsystem number and translation type values are necessary for USWC to properly process queries to USWC's ICNAM database.
- E. [Co-Provider] acknowledges and agrees that SS7 network overload due to extraordinary volumes of queries and/or other SS7 network messages can and will have a detrimental effect on the performance of USWC's SS7 network. [Co-Provider] further agrees that USWC, in its sole discretion, shall employ certain automatic and/or manual overload controls within USWC SS7 network to safeguard against any detrimental effects. USWC shall report to [Co-Provider] any instances where overload controls are invoked due to [Co-Provider]'s SS7 network, and [Co-Provider] agrees in such cases to take immediate corrective actions as necessary to cure the conditions causing the overload situation.
- F. [Co-Provider] agrees to comply, at its own expense, with the provision of all state, local and federal laws, regulations, ordinances, requirements and codes which are applicable to the performance of the services hereunder which include the satisfaction of all tax and other governmentally imposed responsibilities as a Local Exchange Carrier customer, including but not limited to, payment of federal, state, or local sales use, excise, or other taxes or tax-like fees, imposed on or with respect to USWC's Caller Name Services and [Co-Provider]'s subscriber services (hereinafter referred to as "Tax(es)", including Taxes imposed directly on USWC and relating to [Co-Provider]'s (or [Co-Provider]'s subscriber) services. [Co-Provider] shall, where permissible by law, file returns or reports relating to such Taxes, and pay or remit all such Taxes and other items to the appropriate taxing authority.
- G. USWC shall exercise best efforts to provide [Co-Provider] accurate and complete ICNAM information. USWC does not warrant or guarantee the correctness or the completeness of such information; however, USWC will access the same ICNAM database for [Co-Provider]'s queries as USWC accesses for its own queries. In no event shall USWC have any liability for system outage or inaccessibility or for losses arising from the authorized use of the ICNAM data by [Co-Provider].
- H. [Co-Provider] must arrange its Calling Party Number based services in such a manner that when a calling party requests privacy, [Co-Provider] will not reveal that caller's name or number to the called party ([Co-Provider]'s end user). [Co-Provider] will comply with all Federal Communications Commission guidelines and, if applicable, the appropriate state Commission rules, with regard to honoring the privacy indicator. [Co-Provider] agrees to indemnify and hold USWC harmless for any claims by third parties resulting from [Co-Provider]'s failure to comply with this provision.

#### **SECTION 5. OWNERSHIP OF ICNAM INFORMATION**

USWC retains full and complete ownership and control over the ICNAM database and all information in its database. [Co-Provider] agrees not to copy, store, maintain or create any table or database of any kind

from any response received after initiating an ICNAM query to USWC's database. [Co-Provider] will prohibit its subscribers from copying, storing, maintaining, or creating any table or database of any kind from any response provided by [Co-Provider] to its end user after [Co-Provider] initiated a ICNAM query to USWC's ICNAM database.

#### **SECTION 6. PROVISION OF ICNAM SERVICES**

- A. USWC services shall be provided in accordance with the terms and conditions of this Agreement.
- B. If at any time during the term of this Agreement a tariff for ICNAM service becomes effective, the tariff and all terms and conditions, including all rates, will supersede this Agreement.

#### **SECTION 7. CHARGES AND PAYMENT**

- A. [Co-Provider] agrees to pay USWC for each and every query initiated into USWC's ICNAM database for any information at the rate of \$0.016 per query, whether or not any information is actually provided.
- B. ICNAM rates will be billed to [Co-Provider] monthly by USWC for the previous month. [Co-Provider] agrees to pay the bill within thirty (30) days of the bill date. If payment is not received within thirty (30) days of the bill date, [Co-Provider] agrees to pay a late charge of one and one half percent (1 1/2 %) per month, or the maximum percentage allowed by law, whichever is lower, on the unpaid balance.

#### **SECTION 8. 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.

#### **SECTION 9. INDEMNIFICATION**

To the extent not prohibited by law, each party shall indemnify and hold harmless the other party, its officers, agents and employees from and against any loss, cost, claim, actions, damages or expense (including attorney fees), brought by a person not a party under this Agreement which relates to or arises out of the negligent or intentional acts, errors or omissions of the indemnifying party in connection with action or inaction under this Agreement. Notwithstanding the foregoing, it is understood that USWC shall not be liable under any theory whatsoever to [Co-Provider]'s end users on account of any errors, omissions, deficiencies, or defects in the information provided pursuant to this Agreement.

#### **SECTION 10. 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 and regulatory orders. 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 11. FORCE MAJEURE**

Neither party shall be held responsible for any delay in performance or failure to perform under this Agreement if such delay is caused by fires, strikes or other labor disputes, embargoes, explosion, power blackout, war, civil disturbance, governmental requirements, acts of God, or other causes beyond its control rendering performance impossible or commercially impracticable. If such contingency occurs, this Agreement will be suspended for the duration of the delaying cause and shall be resumed once the delaying cause ceases, provided such cause does not exist beyond 180 days, in which case, this Agreement, at the option of the injured party, shall be deemed terminated.

#### **SECTION 12. DISPUTE RESOLUTION**

Other than those claims over which a regulatory agency has exclusive jurisdiction, all disputes between the Parties 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. Federal law, not state law, shall govern the arbitrability of all claims.

#### **SECTION 13. 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]

U S WEST Communications, Inc.

Director Interconnection Compliance  
U S WEST Communications, Inc.  
150 S. 5<sup>th</sup> St., Room 2800  
Minneapolis, MN 55402

#### **SECTION 14. ASSIGNMENT**

[Co-Provider] may not assign this Agreement to a third party without the prior written consent of USWC. A change in control, defined as a change in a party's controlling interest, whether by acquisition of voting stock, receipt of profits or otherwise, shall be deemed an assignment.

**SECTION 15. SEVERABILITY**

If any provision of the Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability or any other part or provision of this Agreement.

**SECTION 16. NON-WAIVER**

No course of dealing or failure of a party to enforce strictly any term, right, obligation or provision of this Agreement or to exercise any option provided hereunder shall be construed as a waiver of such provision.

**SECTION 17. MISCELLANEOUS**

USWC makes no representations nor does this Agreement imply that USWC will provide a service or a product beyond the term of this Agreement irrespective of the outcome. Notwithstanding any other provision of this Agreement, USWC reserves the right to discontinue the ICNAM service herein if incoming calls are so excessive as determined by USWC that the ICNAM database cannot operate in a quality manner.

**SECTION 18. GOVERNING LAW**

This Agreement and the obligations of the parties hereunder shall be construed and governed in accordance with the laws of the State in which services are provided under this Agreement.

**SECTION 19. ENTIRE AGREEMENT**

This Agreement contains the entire expression of the parties' bargain. No other documents or communications may be relied upon in interpreting 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  
Network Manager  
TITLE  
5/15/99  
DATE

*[Signature]*  
SIGNATURE  
ACCOUNT MANAGER  
TITLE  
5/7/99  
DATE

## EXHIBIT A

### INFORMATION TO BE PROVIDED

In response to queries properly received at USWC's databases, USWC will provide the following information that relates to the calling telephone number (where the information is actually available in USWC's database(s) and the delivery thereof is not blocked or otherwise limited by the end user, calling party or other appropriate request). [Co-Provider] is responsible for properly and accurately launching and transmitting the query from its serving office to the USWC database(s).

#### Information:

1. Listed Name of the Calling Party

## EXHIBIT B

### SPECIFICATIONS AND STANDARDS

<u>Issuing Organization</u>	<u>Document Number</u>
A. Bellcore-SS7 Specification	TR-NPL-000246
B. ANSI-SS7 Specifications	
-Message Transfer Part	T1.111
-Signaling Connection Control Part	T1.112
-Transaction Capabilities Application Part	T1.114
C. Bellcore-CLASS Calling Name Delivery Generic Requirements	TR-NWT-001188
D. Bellcore-CCS Network Interface Specifications	TR-TSV-000905