

TRANSIENT INTERIM SIGNALING CAPABILITY SERVICE AGREEMENT

This Transient Interim Signaling Capability Service Agreement (hereinafter "Agreement"), is entered into between U S WEST Communications, Inc., a Colorado corporation, (hereinafter referred to as "USWC"), and U S WEST Wireless, L.L.C. ("USWW"). The service described in this Agreement shall be performed in the State of Washington.

WHEREAS, USWW desires to purchase USWC's Transient Interim Signaling Capability Service, in conjunction with already purchased Common Channel Signaling Access Capability ("CCSAC") Link Service, and USWC wishes to provide Transient Interim Signaling Capability Service to USWW, thereby transporting Transient Interim Signaling Capability messages from USWW to USWC's Signaling Transfer Point, which is then transported to USWW's designated interconnecting POP/SPOI, under terms and conditions prescribed in the Agreement. Transient Interim Signaling Capability Service is available in the USWC 14 state region, and is interoperable between the states, but offered on a per-state, individual case basis.

NOW THEREFORE, in consideration of the mutual promises contained herein, USWC and USWW agree as follows:

SECTION 1. DEFINITIONS

- A. **A-Link (Access Link)** A diverse pair of facilities connecting local end office switching centers with USWC Signaling Transfer Points (STPs).
- B. **IAM (Initial Address Message)** The SS7 ISUP message which initiates set up of all circuit-switched voice and data calls, both ISDN and non-ISDN. The IAM carries called party number (CPN) bearer capability, user-to-user information, etc.
- C. **ISUP (ISDN User Part)** An SS7 protocol that defines the messages, parameters and procedures to set up and tear down all circuit-switched telephone calls, both ISDN and non-ISDN, in SS7 networks. It includes support for ISDN Supplementary Voice services and interworks with Q.931/932 to provide end-to-end ISDN.
- D. **SCP (Service Control Point)** is a control point in an SS7 network.
- E. **SP (Service Point)** The SS7 network interface elements capable of initiating and/or terminating SS7 messages. SPs may be end offices, access tandem switches, operator service systems or database managers, or other SPs.

- F. **SSP (Service Switching Point)** 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.
- G. **STP (Signaling Transfer Point)** The point where USWW interconnects with USWC's SS7 network. In order to connect to USWC's SS7 network, USWW or other third party initiating USWW's queries must connect with a USWC STP in order to connect to USWC's SCP.
- H. **TCAP (Transaction Capabilities Transfer Part)** Is the SS7 application layer protocol used for the exchange of non-circuit control related information between application processes operating in different network nodes, for example switch to SCP.
- I. **Transient Interim Signaling Capability Service** is USWC's service which routes and switches SS7 call set up messages through USWC local STPs for the setup and tear down of associated USWW's voice/data circuits for which USWC does not do the provisioning of the voice circuit. In addition, Transient Interim Signaling Capability Service also allows USWW to purchase local STP SS7 signaling, switching and routing for querying a non-USWC database, if such database is available to USWC.
- J. **TSQ (Trunk Signaling Quantity)** The total number of estimated USWW trunks that the USWC SS7 Network will be required to equip with signaling.

SECTION 2. DESCRIPTION

- A. Under this Agreement, USWC will provide USWW with Transient Interim Signaling Capability service as described in Section 1 above.
- B. The Transient Interim Signaling Capability service originates at a USWW's Signaling Point of Interface (SPOI) within a given LATA, traverse USWW's CCSAC links, which is routed and switched by USWC local STPs to another designated set of third party CCSAC links, which in turn is terminated at a USWW SPOI within the same LATA.
- C. During the term of this Agreement, USWC will allow USWW to send Transient Interim Signaling Capability signaling messages to USWC's local STP, where USWW has an established interconnection point.

SECTION 3. TERM OF AGREEMENT

- A. This Agreement shall become effective November 30, 1998 ("Effective Date"), and shall continue in full force and effect unless canceled by either party, for its convenience, with sixty (60) days written notice.

- B. Should USWW terminate this Agreement at any time during the first two (2) months after the Effective Date, USWW agrees to pay USWC a termination charge equal to two (2) times the monthly rate.
- C. Notwithstanding anything to the contrary in this Agreement, if legal or regulatory decisions or rules compel USWC or USWW to terminate the Agreement, USWC and USWW shall have no liability to the other in connection with such termination.

SECTION 4. RESPONSIBILITIES OF THE PARTIES

- A. USWC will transport Transient Interim Signaling Capability signaling messages to the network information point designated in Exhibit A to this Agreement, which is attached hereto and incorporated herein by this reference.
- B. USWW warrants that it shall send queries conforming to the American National Standards Institute's (ANSI) approved standards for SS7 protocol identified in Exhibit B to this Agreement, which is attached hereto and incorporated herein by this reference. USWW acknowledges that transmission in said protocol is necessary for USWC to provision its Transient Interim Signaling Capability Services. USWW 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 USWW.
- C. USWW acknowledges and agrees that SS7 network overload, due to extraordinary volumes of queries and/or other SS7 network messages, may have a detrimental effect on the performance of each party's SS7 network. USWW further agrees that USWC, in its sole discretion, shall employ certain automatic and/or manual overload controls within USWC's SS7 network to safeguard against any detrimental effects. USWC shall report to USWW any instances where overload controls are invoked due to USWW's SS7 network, and USWW agrees in such cases to take immediate corrective actions as necessary to cure the conditions causing the overload situation.
- D. USWW 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 co-provider, 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 Transient Interim Signaling Capability (hereinafter referred to as

"Tax(es)"), including Taxes imposed directly on USWC and relating to USWW's (or USWW's subscriber) services. USWW 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.

- E. USWC shall provide to USWW, where technically available, accurate and complete Transient Interim Signaling Capability service.

SECTION 5. PROVISION OF TRANSIENT INTERIM SIGNALING CAPABILITY

- A. USWC Transient Interim Signaling Capability 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 the fully unbundled SS7 signaling service becomes effective, the tariff and all terms and conditions, including all rates, will supersede this Agreement.

SECTION 6. CHARGES AND PAYMENT

- A. USWW agrees to pay USWC for Transient Interim Signaling Capability service, at rate(s) established in Exhibit C to this Agreement, which is attached hereto and incorporated herein by this referenced.
- B. Transient Interim Signaling Capability will be billed to USWW on a monthly basis by USWC. If payment is not received within thirty (30) days of the bill date, USWW agrees to pay a late charge of one and one half per cent (1 1/2%) per month, or the maximum percentage allowed by law, whichever is lower, on the unpaid balance.

SECTION 7. 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. Any USWC liability to USWW for any damages of any kind under this Agreement, regardless of the form of action, shall be the amount of direct damages, which shall in no event exceed the monthly recurring charge specified in Exhibit C. In no event shall USWC have any liability for system outage or inaccessibility, or for losses arising from the authorized use of the Transient Interim Signaling Capability service.

SECTION 8. INDEMNIFICATION

USWW has an affirmative duty to file end user tariffs with the applicable state commissions, or to the extent USWW is not regulated by or subject to the jurisdiction of state commissions, USWW has an affirmative duty to otherwise limit its liability associated with the performance of service to its customers. 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 USWW's end users on account of any errors, omissions, deficiencies, or defects in the service provided pursuant to this Agreement, and USWW shall indemnify USWC against any loss, cost, claim, actions, damages or expense (including attorney fees) brought by a customer of USWW.

SECTION 9. 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.

SECTION 10. 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.

SECTION 11. 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 12. 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.

U S WEST Wireless, L.L.C.

Director-Ntwk Plng & Eng-Wireless
12121 Grant Street
Thornton, Colorado 80241

U S WEST Communications, Inc.

Pam Andersen
250 Bell Plaza, Room 1050
Salt Lake City, UT 84111

SECTION 13. ASSIGNMENT

USWW 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 14. 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 15. 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 16. 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, the parties have entered into this Agreement as of the last date written below.

U S WEST Wireless, L.L.C.

Joseph P. H.
SIGNATURE
Dir. Network Planning & Eng.
TITLE
12/3/98
DATE

U S WEST Communications, Inc.

Kamela J. Anderson
SIGNATURE
Asst. Mgr.
TITLE
12/16/98
DATE

Exhibit A
USWW IDENTIFIED NETWORK INFORMATION:

Drawing:

The Drawing provided by USWW is attached.

**EXHIBIT B
NETWORK INFORMATION
SPECIFICATIONS AND STANDARDS:**

Issuing Organization		Document Number
A.	Bellcore-SS7 Specification	TR-NPL-000246
B.	ANSI-SS7 Specifications <ul style="list-style-type: none"> • Message Transfer Part • Signaling Connection Control Part • Transaction Capabilities Application Part 	T1.111 T1.112 T1.114
C.	Bellcore-CCS Network Interface Specifications	TR-TSV-000905

**EXHIBIT C
CHARGES AND LOCATIONS
FLAT RATE BILLING:**

A. USWW agrees to pay USWC for Transient Interim Signaling Capability Service on a Flat Rate basis, at the following locations, as follows:

1. **Non-Recurring Charge**

Point Code Activation (Nine Point Codes per Order)	Number of Point Codes	
Per Order, the first Point Code is \$165.00; each additional Point Code, up to eight, is \$9.50	3	\$184.00
Calculation for Point Code Order: \$165.00 + (8 x \$9.50)		

2. **Monthly Recurring Charge ****

3 Locations @ \$250.00 each	\$750.00
** Minimum Monthly Charge \$250.00 per Location	
** Maximum Monthly Charge \$500.00 per Location	

3. **LOCATION OF POINT CODES**
ECP = Executive Call Processor
SN = Service Node

WASHINGTON	POINT CODE	CLLI CODE
(1) Seattle-Elliott - ECP	248-060-019	STTLWAELCM1
(1) Seattle-Elliott - SN	248-060-020	STTLWAELDO3
(1) Seattle-Auburn - ECP	248-060-021	AUBNWA01CM1