INTERNETWORK CALLING NAME DELIVERY SERVICE
INTERNETWORK CALLING NAME DELIVERY SERVICE AGREEMENT
("ICNAM SERVICE")

This Agreement is entered into between Qwest Corporation ("Qwest"), a Colorado corporation, and Computer 5* dba LocalTel ("CLEC"). The service(s) described in this Agreement shall be performed in the state(s) of Washington.

WHEREAS, Qwest 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, CLEC desires to purchase Qwest's ICNAM service, and Qwest wishes to provide ICNAM service to CLEC, under terms and conditions prescribed in this Agreement.

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

SECTION 1. DEFINITIONS

A. Subscribers mean end users of CLEC'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 Qwest Signaling Transfer Points (STPs).

C. ICNAM service is Qwest's service that allows CLEC to query Qwest's ICNAM database and secure the listed name information for the requested telephone number (calling number), in order to deliver that information to CLEC's subscribers.

D. ICNAM database is Qwest's database which contains current listed name data by working telephone number served or administered by Qwest, 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.

H.   Signaling Transfer Point (STP) is the point where CLEC interconnects with Qwest's SS7 network. In order to connect to Qwest's SS7 network, CLEC or other third party initiating CLEC's ICNAM queries must connect with Qwest's STP in order to connect to Qwest's SCP.

SECTION 2. DESCRIPTION

A.   Under this Agreement, in response to proper signaling queries, Qwest will provide CLEC with ICNAM database subscriber information if the calling party's subscriber information is stored in Qwest's 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, Qwest will allow CLEC to query Qwest'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 Qwest's regional STP to Qwest's SCP where the database is located. Transport from CLEC's network to Qwest's local STP is provided via A-Links which are described and priced in the Interconnection Agreement between CLEC and Qwest. Transport from Qwest's local STP to Qwest'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 Qwest's local STP to Qwest's regional STP is added to the ICNAM pricing provided hereunder, Qwest 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 arises out of an Interconnection Agreement between the Parties which was approved by the Public Utilities Commission in the state of Washington. This Agreement shall become effective upon the latest signature date, and shall terminate at the same time as the said Interconnection Agreement. Provided, however, either Party may terminate this Agreement upon thirty (30) days prior written notice to the other.

SECTION 4. RESPONSIBILITIES OF THE PARTIES

A.   Upon queries by CLEC's end users, Qwest will provide ICNAM information attached hereto as Exhibit A.

B.   Qwest will provide information that is currently in its ICNAM Database accessed by CLEC.

C.   CLEC 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.   CLEC acknowledges that transmission in said protocol is necessary for Qwest to provision its ICNAM services. CLEC will adhere to other applicable standards, which include Bellcore specifications defining service applications, message types and formats. Qwest 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 CLEC.

D.   All queries to Qwest's ICNAM database shall use a subsystem number (the designation of

application) value of 250 with a translation type value of 5. CLEC acknowledges that such subsystem number and translation type values are necessary for Qwest to properly process queries to Qwest's ICNAM database.

E.   CLEC 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 Qwest's SS7 network. CLEC further agrees that Qwest, in its sole discretion, shall employ certain automatic and/or manual overload controls within Qwest SS7 network to safeguard against any detrimental effects. Qwest shall report to CLEC any instances where overload controls are invoked due to CLEC's SS7 network, and CLEC agrees in such cases to take immediate corrective actions as necessary to cure the conditions causing the overload situation.

F.   CLEC 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 Qwest's Caller Name Services and CLEC's subscriber services (hereinafter referred to as "Tax(es)", including Taxes imposed directly on Qwest and relating to CLEC's (or CLEC's subscriber) services. CLEC 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.   Qwest shall exercise best efforts to provide CLEC accurate and complete ICNAM information. Qwest does not warrant or guarantee the correctness or the completeness of such information; however, Qwest will access the same ICNAM database for CLEC's queries as Qwest accesses for its own queries. In no event shall Qwest have any liability for system outage or inaccessibility or for losses arising from the authorized use of the ICNAM data by CLEC.

H.   CLEC must arrange its Calling Party Number based services in such a manner that when a calling party requests privacy, CLEC will not reveal that caller's name or number to the called party (CLEC's end user). CLEC will comply with all Federal Communications Commission guidelines and, if applicable, the appropriate state Commission rules, with regard to honoring the privacy indicator. CLEC agrees to indemnify and hold Qwest harmless for any claims by third parties resulting from CLEC's failure to comply with this provision.

SECTION 5. OWNERSHIP OF ICNAM INFORMATION

Qwest retains full and complete ownership and control over the ICNAM database and all information in its database. CLEC 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 Qwest's database.

SECTION 6. PROVISION OF ICNAM SERVICES

A.   Qwest 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.   CLEC agrees to pay Qwest for each and every query initiated into Qwest's ICNAM database for any information at the rate of $.016 per query, whether or not any information is actually provided.

B.   ICNAM rates will be billed to CLEC monthly by Qwest for the previous month. CLEC 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, CLEC 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 Qwest shall not be liable under any theory whatsoever to CLEC'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

Any claim, controversy or dispute between the Parties shall be resolved by binding arbitration in accordance with the Federal Arbitration Act, 9 U.S.C. 1-16, not state law. The arbitration shall be conducted by a retired judge or a practicing attorney under the rules of the American Arbitration Association. The arbitration shall be conducted in Denver, Colorado. The arbitrator's decision shall be final and may be entered in any court with jurisdiction. Each Party shall be responsible for its own costs.

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.

CLEC   **Qwest Corporation**
John Seabeck   ~~Patty Snider~~ PAM JENKINS
343 Grant Road East   1801 California Street, Suite 2130
Wenatchee, WA 98802   Denver, Colorado 80202

SECTION 14. SUCCESSOR / ASSIGNMENT

Neither Party shall assign, sublet, or transfer any interest in this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld; provided, however, that Qwest may assign and transfer this Agreement to any parent, subsidiary, successor, affiliated company or other business entity without the prior written consent of CLEC.

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

Qwest makes no representations nor does this Agreement imply that Qwest will provide a service or a

product beyond the term of this Agreement irrespective of the outcome. Notwithstanding any other provision of this Agreement, Qwest reserves the right to discontinue the ICNAM service herein if incoming calls are so excessive as determined by Qwest 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.
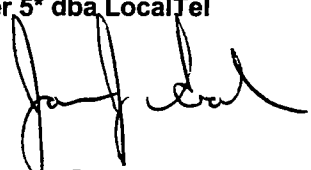
SECTION 20. PUBLICITY

Notwithstanding anything to the contrary, CLEC may not make any disclosure to any other person or any public announcement regarding this Agreement or any relation between CLEC and Qwest, without Qwest's prior written consent. Qwest shall have the right to terminate this Agreement and any other agreements between the Parties if CLEC violates this provision.

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:

Computer 5* dba LocalTel   **Qwest Corporation**

SIGNATURE   SIGNATURE

PRINTED NAME John J. Seabeck   PRINTED NAME Pamela Jenkins

TITLE V. P   TITLE Regional Sales Director

DATE 3/28/01   DATE 5/1/01

EXHIBIT A

INFORMATION TO BE PROVIDED

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

<u>Information:</u>

     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