TRANSIENT INTERIM SIGNALING CAPABILITY
SERVICE AGREEMENT

This Transient Interim Signaling Capability Service Agreement ("Agreement"), is entered into between Qwest Corporation, a Colorado corporation, ("Qwest"), and Computer 5* dba Local Tel ("CLEC"). The service described in this Agreement shall be performed in the state of Washington.

WHEREAS, CLEC desires to purchase Qwest's Transient Interim Signaling Capability Service, in conjunction with already purchased Common Channel Signaling Access Capability ("CCSAC") Link Service, and Qwest wishes to provide Transient Interim Signaling Capability Service to CLEC, thereby transporting Transient Interim Signaling Capability messages from CLEC to Qwest's Signaling Transfer Point, which is then transported to CLEC's designated interconnecting POP/SPOI, under terms and conditions prescribed in the Agreement. Transient Interim Signaling Capability Service is available in Qwest's 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, Qwest and CLEC agree as follows:

SECTION 1. DEFINITIONS

A. **A-Link (Access Link)** A diverse pair of facilities connecting local end office switching centers with Qwest 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 CLEC interconnects with Qwest's SS7 network. In order to connect to Qwest's SS7 network, CLEC or other third party initiating CLEC's queries must connect with Qwest's STP in order to connect to Qwest'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 Qwest's service which routes and switches SS7 call set up messages through Qwest local STPs for the setup and tear down of associated CLEC's voice/data circuits for which Qwest does not do the provisioning of the voice circuit. In addition, Transient Interim Signaling Capability Service also allows CLEC to purchase local STP SS7 signaling, switching and routing for querying a non-Qwest database, if such database is available to Qwest.

J.   **TSQ (Trunk Signaling Quantity)** The total number of estimated CLEC trunks that Qwest's SS7 Network will be required to equip with signaling.

SECTION 2. DESCRIPTION

A.   Under this Agreement, Qwest will provide CLEC with Transient Interim Signaling Capability service as described in Section 1 above.

B.   The Transient Interim Signaling Capability service originates at CLEC's Signaling Point of Interface (SPOI) within a given LATA, traverse CLEC's CCSAC links, which is routed and switched by Qwest local STPs to another designated set of third party CCSAC links, which in turn is terminated at CLEC's SPOI within the same LATA.

C.   During the term of this Agreement, Qwest will allow CLEC to send Transient Interim Signaling Capability signaling messages to Qwest's local STP, where CLEC has an established interconnection point.

SECTION 3. TERM OF AGREEMENT

A. 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.

B. Should CLEC terminate this Agreement at any time during the first two (2) months after the Effective Date, CLEC agrees to pay Qwest 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 Qwest or CLEC to terminate the Agreement, Qwest and CLEC shall have no liability to the other in connection with such termination.

SECTION 4. RESPONSIBILITIES OF THE PARTIES

A. Qwest 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. CLEC 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. CLEC acknowledges that transmission in said protocol is necessary for Qwest to provision its Transient Interim Signaling Capability 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.

C. CLEC 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. CLEC further agrees that Qwest, in its sole discretion, shall employ certain automatic and/or manual overload controls within Qwest's 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.

D. 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 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 Qwest's Transient Interim Signaling Capability (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.

E. Qwest shall provide to CLEC, where technically available, accurate and complete Transient Interim Signaling Capability service.

F. CLEC shall provide to Qwest accurate and complete Transient Interim Signaling Capability service billing information, on the anniversary date of the Effective Date of this Agreement.

SECTION 5. PROVISION OF TRANSIENT INTERIM SIGNALING CAPABILITY

A. Qwest 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. CLEC agrees to pay Qwest 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 CLEC on a monthly basis by Qwest. 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 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 Qwest liability to CLEC 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 Qwest 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

CLEC has an affirmative duty to file end user tariffs with the applicable state commissions, or to the extent CLEC is not regulated by or subject to the jurisdiction of state commissions, CLEC 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 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 service provided pursuant to this Agreement, and CLEC shall indemnify Qwest against any loss, cost, claim, actions, damages or expense (including attorney fees) brought by a customer of CLEC.

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

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 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.

CLEC
Computer 5* dba Local Tel
John Sebek
343 Grant Rd
East Wenatchee, WA 98802

Qwest Corporation
Pam Jenkins
1801 California Street, 21st Floor
Denver, Colorado 80202

SECTION 13. 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 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.

SECTION 17. 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, the parties have entered into this Agreement as of the last date written below.

Computer 5* dba Local Tel

SIGNATURE

John J. Seabeck
PRINTED NAME

_V. P._
TITLE

_4/5/01_
DATE

Qwest Corporation

SIGNATURE

Don McKay
PRINTED NAME

Sales Manager
TITLE

_4/9/2001_
DATE

EXHIBIT A
CLEC IDENTIFIED NETWORK INFORMATION:

Drawing:

EXHIBIT B
NETWORK INFORMATION
SPECIFICATIONS AND STANDARDS:

	Issuing Organization	Document Number
A.	Bellcore-SS7 Specification	TR-NPL-000246
B.	ANSI-SS7 Specifications • 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.   CLEC agrees to pay Qwest 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 Calculation for Point Code Order: $165.00 + (8 x $9.50)		$

2.

Monthly Recurring Charge **	
Locations @ $250.00 each** and/or Trunks @ $5.00 each**	$
** 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
    EO = End Office
	CLLI CODE

[Number] [location of switch] - SN [Number] [location of switch] - ECP [Number] [end office] - EO	