

TRANSIT RECORD EXCHANGE AGREEMENT TO CO-CARRIERS
(Wireline - Transit USW - CLEC)

This Transit Record Exchange Agreement to Co-Carriers ("Agreement") is made by and between U S WEST Communications, Inc. and International Telecom, Ltd. ("Co-Provider").

1. This Agreement is made in order for each party to obtain from the other certain technical and business information related to wireline network usage data under terms that will protect the confidential and proprietary nature of such information. Specifically, U S WEST and Co-Provider will exchange wireline network usage data originated by a wireline Local Exchange Carrier (LEC) where the NXX resides in a wireline LEC switch, and transits U S WEST's network. Each party agrees to provide to the other this wireline network usage data when U S WEST or Co-Provider interconnects with a wireline LEC either currently or in the future. [U S WEST will charge Co-Provider \$.0025 per record.] The parties understand that this information is carrier protected information under §222 of the Communications Act and shall be used solely for the purposes of billing the wireline LEC. Each party further agrees to provide the other with the information required in Attachment 1 to this Agreement, which is attached hereto and incorporated herein by this reference.

2. As used herein, "Confidential Information" shall mean all information reasonably related to network usage data for all network traffic for all calls originating from Co-Provider or other EC which are interconnected by either party and terminated within either parties' network, furnished, in whatever tangible form or medium, or disclosed by one party to the other, which is marked as confidential or proprietary, or, for information which is orally disclosed, the disclosing party indicates to the other at the time of disclosure the confidential or proprietary nature of the information and reduces orally disclosed Confidential Information to writing and provides it to the receiving party within twenty (20) days after such disclosure which is also marked as confidential. All usage information exchanged between the parties on any medium which contains usage information of the minutes of termination of either party or a third party's network, whether marked confidential or not, is considered Confidential Information. Said Confidential Information shall be used by the parties for billing purposes only.

3. 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 execution by both parties and shall terminate at the same time as the said Interconnection Agreement. Provided, however, either Party may terminate this Agreement upon sixty (60) days prior written notice to the other. Notwithstanding the termination of this Agreement, each party agrees to treat such Confidential Information as confidential for a period of three (3) years from the date of receipt of same unless otherwise agreed to in writing by both parties. In handling the Confidential Information, each party agrees: (a) not to copy such Confidential Information of the other, except for billing purposes, unless specifically authorized; (b) not to make disclosure of any such Confidential Information to anyone except employees and subcontractors of such party to whom disclosure is necessary for the purposes set forth above; and (c) to appropriately notify such employees and subcontractors that the disclosure is made in confidence and shall be kept in confidence in accordance with this Agreement. The obligations set forth herein shall be satisfied by each party through the exercise of at least the same degree of care used to restrict disclosure of its own information of like importance. Notwithstanding the foregoing, disclosure may be made under the circumstances set forth in Section 7 of this Agreement.

4. Each party agrees that in the event permission is granted by the other to copy Confidential Information, or that copying is otherwise permitted hereunder, each such copy shall contain and state the same confidential or proprietary notices or legends, if any, which appear on the original. Nothing herein

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shall be construed as granting to either party any right or license under any copyrights, inventions, or patents now or hereafter owned or controlled by the other party.

5. The obligations imposed by this Agreement shall not apply to any information that: (a) is already in the possession of, is known to, or is independently developed by the receiving party; or (b) is or becomes publicly available through no fault of the receiving party; or (c) is obtained by the receiving party from a third person without breach by such third person of an obligation of confidence with respect to the Confidential Information disclosed; or (d) is disclosed without restriction by the disclosing party; or (e) is required to be disclosed pursuant to the lawful order of a government agency or disclosure is required by operation of the law.

6. Except for the obligations of use and confidentiality imposed herein, no obligation of any kind is assumed or implied against either party by virtue of the party's meetings or conversations with respect to the subject matter stated above or with respect to whatever Confidential Information is exchanged. Each party further acknowledges that this Agreement and any meetings and communications of the parties relating to the same subject matter, including the exchange of Confidential Information, shall not: (a) constitute an offer, request, or contract with the other to engage in any research, development or other work; (b) constitute an offer, request or contract involving a buyer-seller relationship, joint venture, teaming or partnership relationship between the parties; or (c) impair or restrict either party's right to make, procure or market any products or services, now or in the future, which may be similar to or competitive with those offered by the disclosing party, or which are the subject matter of this Agreement, so long as that party's obligations of confidentiality under this Agreement are not breached. The parties expressly agree that any money, expenses or losses expended or incurred by each party in preparation for, or as a result of this Agreement or the parties' meetings and communications, is at each party's sole cost and expense.

7. Without the prior consent of the other party, neither party shall disclose to any third person the existence or purpose of this Agreement, the terms or conditions hereof, or the fact that discussions are taking place and that Confidential Information is being shared, except as may be required by law, regulation or court or agency order or demand, and then only after prompt prior notification to the other party of such required disclosure. The parties also agree that neither party shall use any trade name, service mark, or trademark of the other or refer to the other party in any promotional activity or material without first obtaining the prior written consent of the other party.

8. Neither this Agreement nor any rights hereunder in whole or in part shall be assignable or otherwise transferable by either party and the obligations contained in this Agreement shall survive and continue after termination of this Agreement, provided, that either party may assign or transfer this Agreement and rights and obligations hereunder to any current or future Affiliates or successor company if such assignee agrees in writing to the terms and conditions herein.

9. Any claim, controversy or dispute between the parties, their agents, employees, officers, directors or affiliated agents ("Dispute") shall be resolved by arbitration conducted by a single arbitrator engaged in the practice of law, under the then current rules of the American Arbitration Association ("AAA"). The Federal Arbitration Act, 9 U.S.C. Secs. 1-16, not state law, shall govern the arbitrability of all Disputes. The arbitrator shall have authority to award compensatory damages only. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Each party shall bear its own costs and attorneys' fees, and shall share equally in the fees and expenses of the arbitrator. The laws of the state in which the information is provided shall govern the construction and interpretation of the Agreement, and the arbitration shall occur in Colorado. It is expressly agreed that



either party may seek injunctive relief in an appropriate court of law or equity pending an award in arbitration.

10. This Agreement, together with any and all exhibits incorporated herein, constitutes the entire Agreement between the parties with respect to the subject matter of this Agreement. No provision of this Agreement shall be deemed waived, amended or modified by either party, unless such waiver, amendment or modification is made in writing and signed by both parties. This Agreement supersedes all previous agreements between the parties relating to the subject matter hereof.

11. Any notice to be given hereunder by either party to the other, shall be in writing and shall be deemed given when sent either by mail to the address listed below or by facsimile with a confirmation copy sent by mail.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to sign this Agreement as of the date first stated above.

U S WEST Communications, Inc.

International Telecom, Ltd.

<i>Pamela M. Vidan</i>	<i>[Signature]</i>
Name PAMELA M. VIDAN	Name A. Joel Eisenberg
Type Name SERVICE MANAGER	Type Name President
Title 9.13.99	Title 9/15/99
Date	Date
Contact Name for Notices Pamela Vidan	Contact Name for Notices A. Joel Eisenberg Mike Tyler
Address for Notices 1600 7 th Avenue Room 1806 Seattle, Washington 98191	Address for Notices 417 2 nd Ave. W. Seattle, WA 98119 w/fax copy to 479-2532



ATTACHMENT 1
(Wireline - Transit USW - CLEC)

DATA REQUIRED BY THE PARTIES TO PROCESS USAGE DATA:

Operating Company Number (OCN)

State

4656

Washington