

**AGREEMENT FOR
CMDS HOSTING AND MESSAGE DISTRIBUTION
FOR CLECs
(In-Region with Operator Services)**

This Agreement ("Agreement") for CMDS Hosting And In-Region Message Distribution for CLECs is entered into by and between Qwest Corporation ("Qwest"), a Colorado corporation, and Integra Telecom of Washington, Inc. ("CLEC"), an Oregon corporation. This Agreement may refer to Qwest or to CLEC as a party ("Party") to this Agreement. The service(s) described in this Agreement shall be provided in the state(s) of Washington.

1. Scope of Agreement

This Agreement is applicable to CLECs who provide service within the fourteen-state Qwest Region for whom Qwest provides Operator Services. Qwest agrees to provide CMDS Hosting and In-Region Message Distribution as described herein to CLEC at rates and charges specified in Attachment 1, incorporated herein by this reference and made part of this Agreement. CMDS Hosting and In-Region Message Distribution to be provided under this Agreement applies to the distribution of billable records, in EMR format, associated with IntraLATA/Intrastate and IntraLATA/Interstate and local messages which originate/terminate in one Company and are billed in another Company.

If Qwest provides In-Region Message Distribution and CLEC selects another Host for CMDS messages, Qwest will provide CLEC with a Custom Price estimate for the cost associated with stripping CLEC's messages after recording and rating (if applicable) for distribution to CLEC's designated CMDS Host.

The initial Setup for the first state implemented in each Qwest Geographic Specific Region will be charged at the rate stated in Attachment 1. Setup fees to implement additional states within the same Geographic Specific Region will be charged on an Individual Case Basis (ICB).

An Addendum to this Agreement is required for "Local and Toll Billing, Collecting and Remitting" for the settlement of revenues; remittance of billing and collection fees associated with the messages referenced in this Agreement; and for a Service Charge for the Administration of the settlement process.

2. Term of Agreement

This Agreement arises out of an Interconnection Agreement between the Parties, in the state of Washington was approved by the Washington Utilities and Transportation Commission ("Commission"). 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.

3. Definitions

- a) "Assembling and Editing" is the aggregation of the recorded CLEC message details to create billable records and the verification that the data required for rating is in accordance with the standard format established by Qwest.
- b) "Alternately Billed" messages are billed through an Operator Service and include messages such as billed to a Third Number, Collect and Calling Card.
- c) "Billing Company" is the company associated with the RAO of the NPA-NXX of the "Billing Number" in the message.
- d) "Centralized Message Data System (CMDS)" is a system used to exchange Expanded Message Record ("EMR") formatted billing data between the recording/rating company and the billing company when the companies are not located in the same Qwest Geographic Specific Region. This data includes third number and calling card.

- e) "Company" may be a BOC (equivalent to a Qwest Geographic Specific Region), RBOC (such as NYNEX, etc.), a LEC (Local Exchange Carrier), or a CLEC.
- f) "Custom Request Service" includes, but is not limited to, changes, additions or updates requested by CLEC; education classes; assistance in business activities; assistance in the preparation of a user needs document; development and coordination of user specifications.
- g) "Data Transmission" is the sending of message data between Qwest and other RBOC's, Exchange Carriers or CLEC on behalf of another CLEC.
- h) "Earning Company" is the company associated with the RAO of the NPA-NXX of the "From Number" in the message.
- i) "Extended Service Area" (EAS) - Communities or service areas that are included in the "local" calling area and do not require a long distance call.
- j) "Editing & Processing" is the sorting, editing and packing of sent collect and received collect messages in preparation for distribution via file or tape to the billing company.
- k) "Geographic Specific Region" refers to the following grouping of states within Qwest:
 - Eastern Region: IA, MN, ND, NE, SD
 - Central Region: AZ, CO, ID, NM, MT, UT, WY
 - Western Region: OR, WA, NO ID
- l) "ICB" means a custom charge developed on an Individual Case Basis.
- m) "IntraLATA Messages" are those messages which originate and terminate within the same Local Access and Transport Area. These messages may be either Local or Toll.
- n) "In-Region" refers to the exchange of Expanded Message Record ("EMR") formatted billing data between the recording/rating company and the billing company when the companies are located in the same Qwest Geographic Specific Region. This data includes third number, collect and calling card.
- o) "Local Access and Transport Areas (LATA)" are those designated areas approved by the United States District Court for the District of Columbia in United States of America v. American Telephone and Telegraph Company, et al., Civil Action Nos. 74-1698, 82-0195 and 82-0025, and with which the CLEC agreed to associate.
- p) "Local Messages" are those messages placed within the local or extended service areas of the calling phone.
- q) "Message Forwarding" is transmitting the recorded messages to CLEC for rating.
- r) "Received Collect" are alternately billed messages received by CLEC from Qwest, acting as its host, to be billed to a CLEC.
- s) "Recording" is entering on magnetic tape, cartridge or other acceptable media, details of CLEC messages originated through Operator Services for which appropriate answer and disconnect supervision has been received.
- t) "Rating" of messages is the computing of the applicable charges for each message based on the CLEC approved schedule of rates.
- u) "Sent Collect" are alternately billed messages sent by CLEC to Qwest to be billed to another CLEC's or Exchange Carrier's end user.

4. Recording Service (Recording And Rating)

Following are the provisioning parameters of Rating and Recording:

1. Where Qwest provides Operator Services and records the message, assembly & editing, and rating are provided. In the Western Region, Local messages will be forwarded to CLEC for Rating.
2. Recording, Assembly & Editing and Rating charges will apply to Operator Services messages and will include messages that originate and bill in the CLEC's serving area as well those messages that are distributed through CMDS and In-Region Hosting. Rating charges will not apply to Local or Toll messages in the Western Region. A Message Distribution charge will apply for distribution of the Local, Un-rated messages to CLEC or for Toll Messages in preparation for distribution to other Companies.

5. Data Transmission

For messages originated by CLEC (Sent Collect) which are to be distributed to another Company for billing to its end users, Qwest will enter the CLEC messages on a magnetic tape or data file and send to the Billing Company.

For messages that have originated in another Company and are distributed by Qwest to CLEC (received collect) for billing to a CLEC end user, Qwest will enter the messages on a magnetic tape or data file and send to CLEC or its agent.

6. Editing and Packing

For files that are sent to Qwest by either CMDS or the other Companies for distribution to CLEC, Qwest will sort the messages, pack the messages in a file for transmission to CLEC, apply the appropriate Headers and Trailer data and balance for revenue and volume.

7. Addendum for Billing, Collecting and Remittance

This CMDS Hosting and In-Region Message Distribution Agreement must be accompanied by an Addendum addressing the Settlement of Local and Toll Revenues and the associated Billing and Collection fees.

8. Message Detail Recovery

If Qwest distributes message detail to CLEC and the data is damaged or destroyed, Qwest will provide the data rewrite to CLEC at its request. Qwest will make commercially reasonable efforts to resend the data within fifteen (15) working days of the request. A charge may be applied for reproduction of message detail lost or misplaced by CLEC after it has been successfully delivered.

All data transmitted or received via CMDS on behalf of the CLEC will be retained by Qwest for forty-five (45) calendar days for recovery purposes.

9. Methods and Practices

CMDS Hosting and In-Region Message Distribution will be provided by Qwest and utilized by CLEC in accordance with the methods and practices regularly adopted and applied by Qwest to its own operations during the term of this Agreement.

10. Custom Request

Custom Request Service is the provision of new products and services or changes to existing products or services in response to a Customer's request and for which no standard price has been established. All Custom Requests will be reviewed by Qwest to determine the feasibility of implementing the request. Qwest reserves the right to deny any request. Where Qwest agrees to provide the Custom Request Service, an estimate will be prepared based upon a user requirements document or specifications supplied by CLEC. Qwest, at the request of CLEC, may provide Consulting Services, at a charge, to prepare or assist in the preparation of the user requirements documents or specifications

The estimate will include prices for non-recurring (developmental) and, if applicable, recurring prices. Scheduling of actual implementation date for Custom Request Services is dependent upon Qwest's overall scheduling load and CLEC's approval of Qwest's estimate. Upon provision of a price estimate, changes to the specifications may require a revised specifications document and may result in a new price estimate and/or implementation date.

11. Billing and Payment

Qwest shall bill and CLEC shall pay all charges specified or referred to in his Agreement. CLEC shall make payment on each bill within thirty (30) days of the bill date.

If late charges are not permitted by local jurisdiction for this Service, this provision shall not apply. On any bill rendered by Qwest under this Agreement for which payment has not been received on or before sixty (60) days, Qwest may assess and bill CLEC a late payment charge of one and one-half percent (1.5%) of the bill per month or the maximum late payment charge permitted by law, whichever is less.

12. Rate Changes

The CMDS Hosting and In-Region Message Distribution Rate Schedule set forth in Attachment 1 is subject to change by Qwest following the initial period of this Agreement upon sixty (60) days notice in writing to the CLEC provided that any such subsequent change may not be made more often than once in any calendar year, unless otherwise required by an Access Service Tariff/Price List.

13. Lawfulness of Agreement

This Agreement and the Parties' actions under this Agreement and the attached Addendum shall comply with all applicable federal, state, and local laws, rules, regulations, court orders, and governmental agency orders. This Agreement shall only be effective when mandatory regulatory filing requirements are met, if applicable. 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.

14. Force Majeure

With the exception of payment of charges due under this Agreement and Addendum, a Party shall be excused from performance if its performance is prevented by acts or events beyond the Party's reasonable control, including, but not limited to, severe weather and storms; earthquakes or other natural occurrences; strikes or other labor unrest; power failures; computer failures; nuclear or other civil or military emergencies; or acts of legislative, judicial, executive, or administrative authorities.

15. 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.

16. Waiver

Any failure of a Party to assert any of its rights under any provision of this Agreement and Addendum shall not constitute a waiver or a termination of such rights, this Agreement, or of the provisions of this Agreement.

17. Third-Party Beneficiaries

This Agreement shall not provide any person not a party to this Agreement, specifically including, but not limited to, CLEC's clients, with any remedy, claim, liability, reimbursement, claim of action or other right in excess of those existing without reference to this Agreement.

18. Indemnification

Both Parties to this Agreement hereby indemnify and hold harmless the other Party with respect to any third-party claims, lawsuits, damages or court actions arising from Service under this Agreement to the extent that the indemnifying Party is liable or responsible for said third-party claims, losses, damages, or court actions. Whenever any claim shall arise for indemnification hereunder, the Party entitled to indemnification shall promptly notify the other Party of the claim and, when known, of the facts constituting the basis for such claim. In the event that one Party to this Agreement disputes the other Party's right to indemnification hereunder, the Party disputing indemnification shall promptly notify the other Party of the factual basis for disputing indemnification. Indemnification shall include, but is not limited to, costs and attorney fees.

19. Successors; 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.

20. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

21. 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.

22. Amendment

This Agreement may be amended or modified only by a written document signed by both Parties.

23. 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 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
Director of Billing
Integra Telecom, Inc.
19545 NW Von Neumann Drive, Suite 200
Beaverton, OR 97006

Qwest Corporation
Director-Interconnection Compliance
1801 California Street, Suite 2410
Denver, Colorado 80202

Copy to:
Vice President and General Counsel
Integra Telecom, Inc.
19545 NW Von Neumann Drive, Suite 200
Beaverton, OR 97006

Copy to:
Qwest Legal Department
General Counsel-Interconnection
1801 California Street, Suite 3800
Denver, Colorado 80202

24. Entire Agreement

This Agreement, together with all exhibits, attachments or supplements, constitutes the entire Agreement and the complete understanding between the Parties with respect to the provision and use of services hereunder. Neither Party shall be bound by any other representation.

25. 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 executed by its duly authorized representative as of the date indicated below.

Integra Telecom of Washington, Inc.

Signature

Name

Title

Date

Qwest Corporation

Signature

Name

Title

Date

ATTACHMENT 1

PRICE LIST
CMDS AND IN REGION HOSTING MESSAGE DISTRIBUTION
FOR CLECs
WHEN Qwest PROVIDES OPERATOR SERVICES

SET UP (Non Recurring)	\$10,000
Per First State in Qwest Geographic Specific Region	
Additional State implemented within same Geographic Specific Region	ICB
RECORDING	.0040/message
ASSEMBLY & EDITING	.0080/message
RATING	.0055/message
MESSAGE FORWARDING	.0020/message
EDITING & PACKING (Shared RAO)	
Sent Collect	.0040/message
Received Collect	.0020/message
DATA TRANSMISSION – Intrastate	.0020/message
Sent/Received Collect	
DATA TRANSMISSION – Interstate	.0055/message
Sent/Received Collect	
TAPE CHARGE	\$50.00/tape
CUSTOM REQUEST SERVICES	ICB per hour
- Consultation Services	
- Special Study or Report	
- Post Implementation	
Change to Customer Profile	
- Table Updates	
- NPA/NXX Additions	
- Data Recreate	

ADDENDUM TO CMDS HOSTING AND IN-REGION MESSAGE DISTRIBUTION AGREEMENT

This Addendum ("Addendum") to the Agreement for CMDS Hosting And In-Region Message Distribution Agreement ("Agreement"), dated January 16, 2001, is made by and between Qwest Corporation ("Qwest"), and Integra Telecom of Washington, Inc. ("CLEC"), acting through their authorized representatives.

1. Scope

This Billing, Collecting and Remitting Addendum sets forth the terms and conditions for the handling of Local and Toll alternately billed messages (calling card, 3rd number and collect), for which charges are billed and collected by one Party for the other Party. The arrangements covered in this Addendum shall be applied in handling the billing, collecting and remitting of the revenue generated from charges for these telecommunications services, as defined below. The terms and conditions of the Agreement shall apply except as modified herein. To the extent of any conflict or inconsistency between the Agreement and this Addendum, the provisions of this Addendum shall control. To the extent of any conflict or inconsistency between the Agreement or this Addendum and any supplements to this Addendum, the supplements shall control.

2. Term

This Addendum shall become effective January 16, 2001, and shall continue in full force and effect unless one Party terminates in accordance with the terms of the Agreement. In no event will this Addendum continue in effect beyond the termination or expiration of the Agreement.

3. Compensation Arrangements

Qwest agrees to bill, collect and remit to CLEC the revenue related to the alternately billed messages originated by CLEC (Earning Company) which are to be billed by another Company (Billing Company) to the other Company's end users. CLEC will compensate Qwest with a billing fee for each such message billed (Sent Collect messages).

CLEC agrees to bill, collect and remit to Qwest the revenue related to alternately billed messages provided by Qwest, Exchange Carriers or other CLECs for which such revenue is to be billed to CLEC's end users. Qwest will compensate CLEC with a billing fee for each such message billed (received collect messages).

4. Remittance of Revenue

The full amount of the revenue associated with the messages transmitted to the Billing Company shall be remitted to the Earning Company. Qwest will track the "earned" and "billed" revenue and remit to the appropriate Company in accordance with the current Inter-Company Settlement procedures. If Qwest provides Operator Services, the toll revenue will be credited to Qwest.

Messages returned by CLEC as Unbillable or Uncollectible will be subtracted from the Received Collect message revenue which is owed to Qwest.

Messages returned to CLEC by Qwest as Unbillable or Uncollectible will be subtracted from the Sent Collect message revenue which is owed to CLEC.

Each Party to this Addendum will keep, and make available to the other Party upon request, adequate records pertaining to the charges covered by this Addendum. Each Party will furnish to the other such information as may be required for monthly billing and remitting purposes. The compensation for billing, collecting and remitting shall be paid monthly to the Party entitled to such amounts.

5. Administrative Service

A monthly Administration Service Charge will be applied. Qwest will provide CLEC with monthly reports, tracking reports for local revenue, compilation of monthly settlement amounts and inquiry regarding reports and settlement amounts. Separate summary documents or mailing of reports to different locations included in the Agreement and this Addendum will be provided at the charge specified in Attachment 1.

While this Addendum remains in force and effect, messages, revenues and compensation covered by this Addendum shall be excluded from coverage under other Agreements between Qwest and CLEC.

IN WITNESS WHEREOF, each of the Parties has caused this Addendum to be duly executed by its authorized representatives.

~~Integra Telecom of Washington, Inc.~~

Qwest Corporation

Signature

Signature

Name

Name

Title

Title

Date

Date

ATTACHMENT 1

PRICE LIST

**CMDS HOSTING AND IN-REGION MESSAGE DISTRIBUTION
LOCAL AND TOLL BILLING, COLLECTING AND REMITTING ADDENDUM**

Billing Fee (Sent Collect) To Be Paid to Qwest	\$0.05/message
Billing Fee (Received Collect) To Be Paid to CLEC	\$0.05/message
ADMINISTRATIVE SERVICE CHARGE	\$150/month
Per Additional Summary Statement or mailing location	\$100/month