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BEFORE THE ARIZONA CORPORATION COMMISSION

WILLIAM A. MUNDELL  
Chairman  
JAMES M. IRVIN  
Commissioner  
MARC SPITZER  
Commissioner

IN THE MATTER OF THE APPLICATION OF  
QWEST CORPORATION FOR APPROVAL OF  
PAGING INTERCONNECTION AGREEMENT  
WITH METROCALL, INC.

DOCKET NO. T-01051A-00-0046

QWEST CORPORATION'S  
APPLICATION FOR APPROVAL OF  
PAGING INTERCONNECTION  
AGREEMENT WITH METROCALL,  
INC.

Qwest Corporation ("Qwest") hereby submits to the Arizona Corporation Commission (the "Commission") this Application for approval of the Paging Interconnection Agreement ("Agreement") dated December 19, 2000 between Qwest and Metrocall, Inc. ("Metrocall"). This Agreement was reached through voluntary negotiations without resort to mediation or arbitration and is submitted for approval pursuant to Section 252(e) of the Telecommunications Act of 1996 (the "Act") and the requirements of A.A.C. R14-2-1506. A copy of the Agreement is attached and incorporated as Exhibit A. In support of this Application, Qwest states as follows:

I.

Qwest is a Colorado corporation and incumbent local exchange carrier in Arizona.

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II.

On December 19, 2000, Qwest and Metrocall entered into the Agreement to interconnect their networks. The Agreement was reached through voluntary negotiations without resort to mediation or arbitration and is submitted for approval pursuant to Section 252(e) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the "Act"), and the requirements of A.A.C. R14-2-1506. A copy of the Agreement is attached and incorporated as Exhibit A.

III.

Section 252(e)(2) of the Act directs that a state commission may reject an agreement reached through voluntary negotiations only if the commission finds that:

A. The agreement (or a portion thereof) discriminates against a telecommunications carrier not a party to the agreement; or

B. The implementation of such agreement or portion is not consistent with the public interest, convenience and necessity.

IV.

A.A.C. R14-2-1506(C)(1)(b) requires that the request for approval of an interconnection agreement summarize the main provisions of the agreement, set forth the parties' positions as to why the agreement should be adopted, state why the agreement

1 does not discriminate against non-party telecommunications  
2 carriers, is consistent with the public interest, convenience and  
3 necessity, and is consistent with applicable state law  
4 requirements.

5  
6 V.

7 A.A.C. R14-2-1506 (C)(1)(b) requires that the request for  
8 approval of an interconnection agreement summarize the main  
9 provisions of the agreement, set forth the parties' positions as  
10 to why the agreement should be adopted, state why the agreement  
11 does not discriminate against non-party telecommunications  
12 carriers, is consistent with the public interest, convenience, and  
13 necessity, and is consistent with applicable state law  
14 requirements.

15  
16 VI.

17 Pursuant to these requirements, the main provisions of the  
18 Agreement are summarized as follows:

19 Section 2. Scope of Agreement.

20 This Agreement covers both Type 1 and Type 2 Paging  
21 Connection Service, which consists only of those one-way  
22 facilities and services that are provisioned by Qwest for the sole  
23 purpose of delivering one-way, land-to-pager traffic sent by  
24 Qwest's End Users and Transit Traffic to Metrocall's POC(s). Type  
25 1 and Type 2 Paging Connection Service enables Qwest's End Users  
26

1 and other telecommunications carriers transiting Qwest's network  
2 to page End Users of Metrocall's network.

3 Section 4. Rate Elements For Delivery of Exempt Traffic.

4 Metrocall will pay Qwest for the portion of the Qwest  
5 facilities used to deliver Exempt Traffic as specified in Appendix  
6 A to the Agreement. Applicable rate elements are: Channel  
7 (Network Access Channel-NAC); Channel Facility (for digital  
8 service) - DS1 level; Channel Facility (for digital service) - DS3  
9 level; Dedicated Transport; and Multiplexing.  
10

11 Section 5. Paging Connection Arrangements.

12 This Section deals with the Paging Connection Arrangements  
13 that include: Equipment Interface, Cooperative Testing and  
14 Forecasting. Section 5.3.1 states that either Party shall, at the  
15 request of the other Party, participate in joint planning sessions  
16 at quarterly intervals. Metrocall shall complete a POC Forecast  
17 Form - Paging Connection (POC Forecast Form(s)) attached as  
18 Appendix B to the Agreement, for each POC and for each different  
19 equipment interface within each POC. Section 5.3.2 states that  
20 Qwest shall, upon execution of this Agreement, provide Metrocall  
21 with any data in its possession regarding the volume of traffic  
22 over the Paging Connection Service facilities. Thereafter, Qwest  
23 shall on a quarterly basis send Metrocall any updated traffic data  
24 in its possession. Section 5.3.3 stipulates that each Party shall  
25  
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1 submit to the other Party a description of anticipated major  
2 network projects that could affect the other Party; at a minimum,  
3 the Party will provide at least ninety (90) days' advance written  
4 notice of the nature of the changes and when the change(s) will  
5 occur. Section 5.5 illustrates when Metrocall will designate a  
6 Routing Point for each designated NXX code. Metrocall shall  
7 designate one of its switch locations as the Routing Point for  
8 each NXX code assigned to it.

10 Section 6. Local Transport and Termination Rates.

11 Qwest will pay Metrocall for the transport and termination of  
12 Compensable Traffic as set forth in Appendix A to the Agreement.  
13 This Section goes on to lay out the requirements for Metrocall to  
14 render a bill for Compensable Traffic.

16 Section 7. Zero Bill Option

17 This section allows the Parties to agree to utilize a zero  
18 bill option set forth in this section after conferring and  
19 exchanging data regarding facilities and usage.

20 Section 8. Service Impairment.

21 This Section lays out the characteristics and methods of  
22 operation of any circuits, facilities or equipment of either Party  
23 connected with the services, facilities or equipment of the other  
24 Party. This Section demonstrates and defines Impairment of  
25 Service.  
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Section 9. Collocation.

This Section states that should the Parties desire to collocate transmission equipment, through either physical or virtual collocation, the Parties will enter into a separate collocation agreement.

Section 10. Access to Telephone Numbers.

Nothing in this Agreement shall be construed in any manner to limit or otherwise adversely impact either Party's right to request or to the assignment of any North American Numbering Plan ("NANP") number resources including, but not limited to, central office "NXX" codes pursuant to the Central Office Code Assignment Guidelines (last published by the Industry Numbering Committee ("INC") as INC 95-0407-008, Revision 4/19/96, formerly ICCF 93-0729-010). If changes occur in the manner in which number resources are allocated, administered or handled by the network such that Metrocall can be and is assigned a partial NXX code in lieu of a whole NXX code for Type 2 connection service, then all references in this Agreement to an NXX code shall be deemed to include such partial NXX code if technically feasible, to the extent appropriate under Commission (or FCC) orders, rules, or decisions.

1 Section 11. Qwest Dex Issues.

2 Qwest and Metrocall agree that certain issues, such as yellow  
3 page advertising, directory distribution, access to call guide  
4 pages, yellow page listings, will be the subject of negotiations  
5 between Metrocall and directory publishers, including Qwest Dex.  
6 Qwest acknowledges that Metrocall may request Qwest to facilitate  
7 discussions between Metrocall and Qwest Dex.  
8

9 Section 12. Terms of Agreement.

10 All terms and conditions of this Agreement, including Qwest's  
11 obligation to pay terminating compensation specified in Section  
12 III of Appendix A of the Agreement, shall be effective upon the  
13 approval of this Agreement by the Commission (the "Approval  
14 Date"). The "Initial Term" of this Agreement shall expire on  
15 December 1, 2002. After the date specified in Section 12.2 of the  
16 Agreement, this Agreement shall continue in force and effect until  
17 terminated by either Party providing written notice of termination  
18 to the other Party pursuant to the terms of this Agreement.  
19

20 Section 13. Payment.

21 This Section of the Agreement lays out the amounts payable  
22 under this Agreement and the timeline of the payment schedule.  
23 The amounts payable are due and payable within thirty (30) days  
24 after the date of invoice, unless disputed in good faith by either  
25 Party. Billing and collection of usage charges by either Party  
26

1 from its Ends Users shall have no bearing on the amount of  
2 timeliness of either Party's payment obligation to the other  
3 Party. Section 13.2 specifies that unless otherwise specified in  
4 this Agreement, any amount due and not paid by the due date to  
5 either Party shall be subject to the late payment factor of the  
6 Qwest Intrastate Access Service Tariffs, General Regulations for  
7 the state in which the Paging Connection Service or other service  
8 provided pursuant to this Agreement is rendered.  
9

10 Section 14. Miscellaneous Terms.

11 Section 14.2 discusses that each party is responsible for all  
12 taxes. Section 14.6 discusses Intellectual Property, and states  
13 that Metrocall and Qwest shall not, without the express written  
14 permission of the other, state or imply that: 1) they are  
15 connected, or in any way affiliated, with each other or the  
16 other's affiliates; 2) they are part of a joint business  
17 association or any similar arrangement with each other or the  
18 other's affiliates; 3) they or their affiliates are in any way  
19 sponsoring, endorsing or certifying each other or their goods and  
20 services; or 4) with respect to the other's advertising or  
21 promotional activities or materials, that they are in any way  
22 associated with or originated from the other or any of the other's  
23 affiliates. Dispute Resolution is discussed in Section 14.14.  
24 Compliance is discussed in Section 14.27 and states that each  
25  
26

1 Party shall comply with all applicable federal, state and local  
2 laws, rules and regulations.

3 VII.

4 In accordance with the Section 252(e) of the Act and A.C.C.  
5 R14-2-1506(C) (1) (b), Qwest submits that the Agreement provides no  
6 basis for a finding of discrimination or contravention of the  
7 public interest.  
8

9 First, the Agreement does not discriminate against any other  
10 telecommunications carrier. Qwest is offering the same terms  
11 contained in the Agreement to all other interested carriers.

12 Second, the Agreement is consistent with the public interest  
13 as identified in the pro-competitive policies of the Commission,  
14 the State of Arizona, the FCC, and the U.S. Congress. The  
15 Agreement will enable Metrocall to enter into the local exchange  
16 market and provide customers with increased choices among local  
17 exchange services. Expeditious approval of the Agreement will  
18 facilitate immediate competition in Qwest's local exchange service  
19 areas in Arizona.  
20

21 Qwest submits that the Commission must approve the Agreement  
22 because it does not discriminate against any other  
23 telecommunications carrier and it is consistent with the public  
24 interest, convenience and necessity.  
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VIII.

The terms of the Agreement are consistent with applicable state law and the rules and regulations of the Commission.

IX.

Because the Agreement was reached through voluntary negotiations, Qwest requests that the Commission issue its order summarily and without hearing at the earliest possible date.

X.

All communications regarding this Application should be addressed to the following representatives:

Metrocall, Inc.  
Attention: Mr. Steve Day  
6677 Richmond Highway  
Alexandria, VA 22306

Mr. Frederick M. Joyce, Esq.  
Attorney for Metrocall, Inc.  
Alston & Bird LLP  
601 Pennsylvania Avenue, NW  
North Building, 11<sup>th</sup> Floor  
Washington, D.C. 20004

And

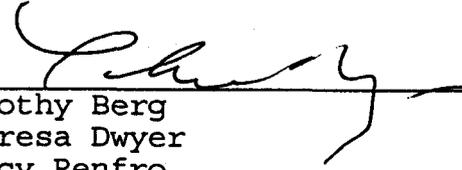
Timothy Berg  
Theresa Dwyer  
Fennemore Craig, P.C.  
3003 N. Central Avenue, Ste. 2600  
Phoenix, AZ 85012  
Attorneys for Qwest Corporation

For the foregoing reasons, Qwest respectfully requests that the Commission expeditiously process this matter without a hearing

1 and issue an Order granting the Application in its entirety.

2 DATED this 12th day of January, 2001.

3 FENNEMORE CRAIG, P.C.

4  
5 By 

6 Timothy Berg  
7 Theresa Dwyer  
8 Darcy Renfro  
9 3003 N. Central Ave, Suite 2600  
10 Phoenix, Arizona 85012  
11 (602) 916-5421  
12 Attorneys for Qwest Corporation

13 ORIGINAL and 10 copies of the  
14 foregoing hand-delivered for  
15 filing this 12th day of  
16 2001, to:

17 Docket Control  
18 ARIZONA CORPORATION COMMISSION  
19 1200 West Washington  
20 Phoenix, Arizona 85007

21 COPY of the foregoing hand-delivered  
22 this 12th day of JANUARY, 2001, to:

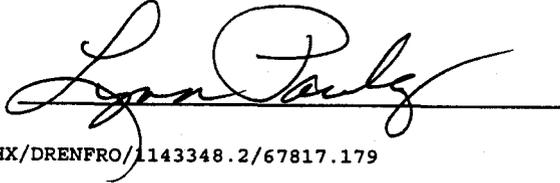
23 Christopher Kempley  
24 ARIZONA CORPORATION COMMISSION  
25 Legal Division  
26 1200 West Washington  
Phoenix, Arizona 85007

Deborah Scott  
Director, Utilities Division  
ARIZONA CORPORATION COMMISSION  
1200 West Washington  
Phoenix, Arizona 85007

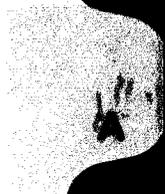
COPY of the foregoing faxed/mailed  
this 12th day of JANUARY, 2001 to:

Metrocall, Inc.  
Attention: Mr. Steve Day  
6677 Richmond Highway  
Alexandria, VA 22306

1 Mr. Frederick M. Joyce, Esq.  
2 Attorney for Metrocall, Inc.  
3 Alston & Bird LLP  
4 601 Pennsylvania Avenue, NW  
5 Washington, D.C. 20004

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**PAGING CONNECTION  
AGREEMENT**

**BETWEEN**

**QWEST CORPORATION**

**AND**

**METROCALL, INC.**

## PAGING INTERCONNECTION AGREEMENT

This Paging Interconnection Agreement ("Agreement"), is between Metrocall, Inc. a Delaware corporation ("Metrocall" or "Paging Provider") and Qwest Corporation f/k/a U S WEST Communications, Inc. ("Qwest"), a Colorado corporation.

WHEREAS, Qwest and Paging Provider each are facility-based providers of telecommunications services;

WHEREAS, Paging Provider is a Commercial Mobile Radio Service provider under the Communications Act of 1934, as amended (the "Act") licensed by the Federal Communications Commission ("FCC");

WHEREAS, Qwest is an incumbent local exchange carrier ("ILEC");

WHEREAS, the Parties desire to interconnect their respective systems in a technically and economically efficient manner;

WHEREAS, the Parties desire to interconnect their respective systems on terms that are fair and equitable to both Parties; and

NOW THEREFORE each Party, intending to be legally bound, hereby covenants and agrees as follows:

### 1. RESERVATIONS OF RIGHTS; CHANGES IN THE LAW

1.1 The Parties by entering into this Agreement reserve all rights and positions that they have taken, are taking, or will take in the future before, including but not limited to, any court or federal or state agency with respect to: (a) whether CMRS carriers are entitled to terminating compensation for one-way paging traffic and the appropriate rate for any such compensation, (b) whether CMRS carriers are entitled to terminating compensation for one-way paging traffic at the same rate and on the same terms and conditions as other telecommunications traffic, (c) whether an ILEC is obligated to bear the costs of interconnection facilities to the extent they are used to deliver the ILEC's traffic to a CMRS carrier for Local Termination, and (d) the entitlement of a CMRS carrier to interconnection at prices comparable to the unbundled network element ("UNE") prices for equivalent services or facilities; and (e) any other position either Party may have relating to, arising out of, or in connection with (i) the Act and the FCC rules and Orders implementing or relating thereto; or (ii) any state law relating to telecommunications.

1.2 The Parties have agreed to certain provisions in this Agreement, based on their respective understanding of the current state of the law, rules,

regulations and interpretations thereof, as of the date hereof (the "Existing Rules"). To the extent that the Existing Rules are amended or modified in a manner material to this Agreement and such changes have become a Final Order (the "New Rules"), then the Parties shall negotiate in good faith in an effort to amend the Agreement to bring this Agreement into compliance on a prospective basis with the New Rules. If the Parties are unable to agree upon such an amendment, the matter shall be resolved in accordance with the Dispute Resolution provisions of this Agreement.

- 1.3 This Agreement does not establish billing rates governing SS7 service if Paging Provider elects at a future point in time to implement SS7 signaling technology in any portion of its network. The issue as to the rates at which SS7 services shall be made available to Paging Provider has been left unresolved at this time by the Parties and this Agreement is not intended and shall not be construed as a waiver by either party of their respective positions with regard to this pricing issue.

## **2. SCOPE OF AGREEMENT**

- 2.1 This Agreement covers both Type 1 and Type 2 Paging Connection Service, which consists only of those one-way facilities and services that are provisioned by Qwest for the sole purpose of delivering one-way, land-to-pager traffic sent by Qwest's End Users and Transit Traffic to Paging Provider's POC(s). Type 1 and Type 2 Paging Connection Service enables Qwest's End Users and other telecommunications carriers transiting Qwest's network to page End Users of Paging Provider's network. This Agreement includes and incorporates by reference all accompanying appendices and attachments.

- 2.1.1 When local routing number local number portability (LRN/LNP) is implemented at a Qwest end office where Paging Provider has been assigned Type 1 numbers, the Parties shall negotiate in good faith to determine whether it is technically feasible and economically efficient for both parties (taking into consideration the cost savings, if any, and cost increases, if any, associated with the porting of numbers) to have any or all such numbers ported from the end office where the numbers reside to the Paging Provider Switch via a Type 2 tandem level interconnection while retaining the rating of such numbers at the end office. If those conditions are met, the Parties shall cooperate in good faith to revise their interconnection arrangement in this manner.

### **2.2 Facilities for Delivery of Transit Traffic**

- 2.2.1 Qwest will deliver Transit Traffic to Paging Provider's POC over the same facilities and trunks used to deliver Qwest's End User originated calls.

- 2.3 [Left blank for numbering consistency.]
- 2.4 This Agreement recognizes the unique status of traffic delivered to enhanced service providers. For purposes of this Agreement, Enhanced Services traffic, such as voice-mail, that is not incidental to Paging Provider's primary business, is not Compensable Traffic. Additionally, traffic originated by one Party, and delivered to the other Party, which in turn delivers the traffic to an Internet Service Provider (a) shall be deemed interstate in nature, (b) shall not qualify as Compensable Traffic under this Agreement, and (c) Qwest shall not be obligated to deliver such traffic to Paging Provider under this Agreement.
- 2.5 This Agreement does not cover delivery of traffic from Paging Provider's network to Qwest's network. Should Paging Provider desire to deliver traffic to Qwest from Paging Provider's End Users, the Parties shall negotiate in good faith such appropriate additional or different interconnection arrangements for such traffic.
- 2.6 Delivery of Paging Traffic
- 2.6.1 Paging Connection Service delivers paging traffic to the Paging Provider's POC(s) as identified in Appendix B.
- 2.6.2 Pursuant to joint planning as specified in the Forecasting section of this Agreement, Qwest shall determine all aspects and elements of the Paging Connection Service facilities that it provides itself, including, but not limited to, design, location, quantities, distance, etc. Qwest shall base this determination on technical and economic efficiency considerations, e.g., network requirements. Subject to the provisions of this Section, Qwest shall monitor its usage on Paging Connection Service and will reconfigure trunk groups, as it deems necessary. Qwest reserves the right to review, revise or modify its Paging Connection Service at any time for any lawful business reason. All circuits and equipment provided by Qwest will always be wholly owned and operated by Qwest. Qwest shall provide interconnection and interconnection facilities for Paging Connection Service that are equal in quality to what Qwest provides itself, its affiliates, or other carriers. Paging Connection Service facilities shall be engineered to be consistent with the Eighth Circuit court decision, BellCore Special Report SR-TAP-000191 and any applicable requirements in the state of Arizona.
- 2.6.3 Paging Provider's and Qwest's equipment and systems will be compatible, and will be consistent with normally accepted industry standards as defined in Bellcore Technical Reference GR-145-CORE entitled "Compatibility Information For Interconnection of a

Wireless Services Provider and a Local Exchange Carrier Network”.

- 2.6.3.1 Paging Provider will provide a voice intercept announcement or distinctive signals to the calling party when a call is directed to a number that is not assigned.
  - 2.6.3.2 When Qwest is not able to complete calls because of a malfunction, Qwest will provide proper voice announcement or distinctive signals to the calling party advising that the call cannot be completed.
  - 2.6.3.3 Paging Provider and Qwest will provide supervisory tones or voice announcements to the calling party on all calls, consistent with standard industry practices.
  - 2.6.3.4 Paging Provider shall provide a sufficient quantity of equipment ports to accommodate the number of trunks provided by Qwest.
- 2.6.4 Type 1 and Type 2 Paging Connection Service will be established in accordance with the specifications set forth in Bellcore GR-145-CORE and in accordance with the following:
- 2.6.4.1 The Parties at present are interconnected at numerous points and in various manners throughout the Qwest serving area. The present network design and resulting interconnection arrangements are technically feasible and efficient. Paging Provider may designate new or additional POCs where it wants to receive traffic from Qwest. The Parties must cooperate and work together to maintain efficient interconnection during the term of the Agreement. Any related dispute shall be resolved according to the Dispute Resolution procedures set forth in Section 13.14 of this Agreement.
  - 2.6.4.2 The provisions of this Section apply to all existing and future Paging Connection Service arrangements.
  - 2.6.4.3 Type 1 Paging Connection Service
    - 2.6.4.3.1 Subject to Section 2.6.4.3.2, Paging Provider may designate new or additional POCs anywhere within the LATA.

#### 2.6.4.3.2 Billing Demarcation Point:

2.6.4.3.2.1 The Billing Demarcation Point between Qwest's and Paging Provider's networks shall be located within the LATA at either (i) 37.5 airline miles from the Qwest Serving Wire Center of the Paging Provider's Point of Connection where the facility is connected when such Serving Wire Center is located within the LATA and more than 37.5 airline miles from the Qwest End Office that houses the DID numbers, or (ii) at the Qwest Serving Wire Center of Paging Provider's Point of Connection when such Serving Wire Center is located within the LATA and less than 37.5 airline miles from the Qwest End Office that houses the DID numbers. Paging Provider is only responsible for recurring charges for Exempt Traffic between the Billing Demarcation Point and Paging Provider's Point of Connection. Such charges will be assessed pursuant to Appendix A, Section II.

2.6.4.3.2.2 When the Billing Demarcation Point is established at the 37.5 mile mark as described in 2.6.4.3.2.1(i) above, the Paging Provider shall pay only the recurring mileage based rates for the portion of the facility from the Billing Demarcation Point to the Qwest End Office that houses the DID numbers. Paging Provider shall not pay any portion of port charges, or other costs associated with such facilities. Such mileage charges will be assessed pursuant to Appendix A, Section II.

2.6.4.3.3 If Paging Provider has any full NXX codes deployed using a Type 1 connection, Paging Provider will take reasonable steps to convert

these to a Type 2 connection within a reasonable period of time after the Approval Date hereof.

#### 2.6.4.4 Type 2 Paging Connection Service

2.6.4.4.1 Within a LATA, Paging Provider may designate multiple POCs at which it wishes to receive paging traffic from Qwest. Each such POC shall receive traffic from the Qwest Local and Toll Tandem serving the geographic area in which the POC is located. Type 2 Paging Connection Service shall never extend beyond the boundaries of the geographic area of Qwest's Local Tandem serving Paging Provider's POC. Qwest shall not be responsible for providing, maintaining or paying for facilities used to connect Paging Provider POC(s) to Paging Provider's equipment or network.

2.6.4.5 The location of the POC will determine the method of interconnection. The following arrangements for interconnection are available: (1) Network Access Channel; (2) Mid-Span Meet facilities; (3) Inter LCA Facility.

##### 2.6.4.5.1 Network Access Channel

A NAC facility extends from the Serving Wire Center of Qwest to the Paging Provider's paging terminal location. NAC facilities may not extend beyond the area served by Qwest's Serving Wire Center. A NAC must always be provisioned with Type 1 or Type 2 Service for connection, identification, and billing purposes. (The Paging Provider is only responsible for recurring and non-recurring charges for Exempt Traffic between the Qwest Serving Wire Center of the Paging Provider's Point of Connection and the location of Paging Provider's Point of Connection).

The digital option for NAC is available only where technically feasible or where Paging Provider agrees to pay Construction Charges to build necessary facilities.

#### 2.6.4.5.2 Mid-Span Meet (POC)

A Mid-Span Meet POC is a negotiated point of connection, limited to the joining of facilities between Qwest's switch and the Paging Provider's paging terminal. Mid-Span Meet POC may be accomplished by the Parties through the negotiation of a separate Agreement. The actual physical point of connection and facilities used will be subject to negotiations between the Parties. Each Party will be responsible for its portion of the build to the Mid-Span Meet POC.

#### 2.6.4.5.3 InterLCA Facility:

Paging Provider may request Qwest-provided facilities to transport EAS/Local Traffic from a virtual POC in a Qwest EAS/LCA to a POC located in a distant EAS/LCA (a distant POC'). The Qwest-provided facilities interconnecting a Qwest EAS/LCA to a distant POC are Type 2 InterLCA Facilities.

The actual origination of the InterLCA Facility shall be the Qwest Wire Center located in the EAS/LCA associated with Paging Provider's NXX. The Termination point is in the POC in the distant EAS/LCA.

If the distance between the Qwest Wire Center in the EAS/LCA and the Serving Wire Center is twenty miles or less, the fixed and per-mile rates for Direct Trunk Transport (DTT) shall apply in accordance with Appendix A.

If the distance between the Qwest Wire Center in the EAS/LCA and the Serving Wire Center of the distant POC is greater than twenty miles, the fixed and per-mile DTT rates shall apply to the first twenty miles in accordance with Appendix A, and the remaining miles are rated as intrastate monthly fixed and per mile DS1 Private Line Transport Services. The Private Line

Transport Services rates are contained in the applicable state Private Line catalogs and Tariffs.

The facilities connecting the distant POC to the Qwest Wire Center will be rated as intrastate DS1 Private Line Transport Services. The Private Line Transport rates are contained in the applicable state Private Line catalogs and Tariffs.

Paging Provider will be charged for the first twenty miles of the InterLCA Facility as specified in Appendix A, to reflect the portion of the InterLCA Facility that is used by Qwest to transport Qwest-originated traffic to Paging Provider. Qwest shall not be required to reduce the Private Line Transport Services rates for the portion of the InterLCA Facility that exceeds 20 miles in length.

The InterLCA Facility may be utilized with a DS1 to DS0 multiplexer in the Qwest Wire Center. A DS0 level Type 2 Interconnection trunk may use the InterLCA DS1 as Customer Facility Assignment (CFA) within the originating EAS/LCA.

In addition Paging Provider may choose to purchase a Private Line Transport Services DS3 from Qwest as a CFA on which the Type 2 InterLCA Facility would ride. Paging Provider will purchase a Private Line DS3 to DS1 multiplexer to support the DS1 InterLCA Facility. If Paging Provider chooses to utilize a Private Line DS3 as CFA, these rates will be billed out of the applicable Private Line Transport Services catalogs or Tariffs.

The InterLCA Facility cannot be used to access unbundled network elements.

The InterLCA Facility is available only where facilities are available. Qwest is not obligated to construct new facilities to provide an InterLCA Facility.

- 2.6.5 Any proposed post-installation changes of systems, operations or services, other than the Paging Connection Services, which would materially affect the other Party's system, operation or services must be coordinated with the other Party by giving as much advance notice as is reasonable, and in no event in less than ninety (90) days, of the nature of the changes and when they will occur. For Paging Connection Service, changes may be made only in accordance with the provisions of this Agreement.
- 2.6.6 If the authorized service areas of Qwest or Paging Provider change, the Parties agree to negotiate any necessary modifications to this Agreement in good faith.
- 2.6.7 If Qwest proposes any change to the listed rate in any Tariff to which Paging Provider is subject under this Agreement, Qwest shall give Paging Provider such notice as is required by statute, Commission rule or Tariff, or if no notice is required, thirty (30) days' advance notice. Nothing in this Section is intended to limit any right of Paging Provider to challenge any change of such rates.

### 3. DEFINITIONS

- 3.1 "Act" means the Communications Act of 1934 (47 U.S.C.151 *et seq.*), as amended inter alia by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the courts, FCC, or competent state regulatory bodies.
- 3.2 "Billing Demarcation Point" ("BDP") shall be the specified point on an interconnection facility where financial responsibility for the facility shifts from one party to this Agreement to the other party to this Agreement as contemplated by Section 2.6.4. There need be no physical demarcation of the Billing Demarcation Point.
- 3.3 "Commercial Mobile Radio Service" ("CMRS") is a mobile service that is: (a)(1) provided for profit; (2) an interconnected service; and (3) available to the public, or to such classes of eligible users as to be effectively available to a substantial portion of the public; or (b) the functional equivalent of such a mobile service described in Section 3.3(a) above.
- 3.4 "Commission" means the Arizona Corporation Commission and any successor state agency that performs the same or substantially the same regulatory functions.
- 3.5 "Compensable Traffic" means the portion of all traffic delivered by Qwest to Paging Provider upon which terminating compensation is to be paid, if any, as set forth on Appendix A.

- 3.6 "EAS/Local Calling Area" means the geographic area defined by the EAS boundaries as determined by the Commission and defined in Qwest's Local and/or General Exchange Service Tariff within which LEC customers may complete a landline call without incurring toll charges. Traffic originated and terminated within the same EAS boundary is considered to be EAS/Local and is to be considered local for purposes of this Agreement.
- 3.7 "End User(s)" means a third-party (residence or business) that subscribes to Telecommunications Services provided by either of the Parties.
- 3.8 "Enhanced Services" are services offered over common carrier transmission facilities used in interstate communications, which employ computer processing applications that act on the format, content, code, protocol or similar aspects of the subscriber's transmitted information; provide the subscriber additional, different or restructured information; or involve subscriber interaction with stored information.
- 3.9 "Exempt Traffic" means the portion of all traffic delivered by Qwest to Paging Provider which is not Compensable Traffic, as set forth on Appendix A. The Parties agree for purposes of this Agreement that Exempt Traffic includes inter-MTA traffic, Transit Traffic and traffic originated by Qwest customers which is routed to a Paging Provider POC located in a different LATA than where the call originates.
- 3.10 "FCC" means the Federal Communications Commission and any successor federal agency that performs the same or substantially the same regulatory functions.
- 3.11 "Final Order" means an Order or Orders entered by the Commission or the FCC with respect to which (a) the time period for seeking reconsideration or review, or filing a judicial appeal, shall have elapsed without the filing of any petition for reconsideration, application for review, or appeal by any party or third party and, if the Order or Orders were granted by the Commission or FCC staff on delegated authority, the time period for review by the full Commission or FCC on its own motion shall have expired without such review having been undertaken with respect to such Orders, or any aspect or portion thereof, or (b) a petition for reconsideration, application for review, or appeal has been filed or the full Commission or FCC has undertaken review on its own motion, but the Order or Orders shall have been reaffirmed or upheld or the challenge thereto shall have been withdrawn or dismissed and the applicable period for seeking further administrative or judicial review with respect to such action shall have expired without the filing of any action, petition or request for further review.
- 3.12 "InterLATA service" is telecommunications between a point located in a LATA and a point located outside such LATA.

- 3.13 Inter Local Calling Area ("InterLCA Facility") is an interconnection DS1 offering that allows Paging Provider to establish a virtual POC in a distant calling area.
- 3.14 "IntraLATA service" is telecommunications between two points located within a single LATA.
- 3.15 "Local Access and Transport Area" ("LATA") means a contiguous geographic area: a) established before the date of enactment of the Telecommunications Act of 1996 by a Bell Operating Company such that no exchange area includes points within more than 1 metropolitan statistical area, consolidated metropolitan statistical area, or State, except as expressly permitted under the AT&T Consent Decree; or (b) established or modified by a Bell Operating Company after such date of enactment and approved by the FCC.
- 3.16 "Local Tandem" is a Qwest switching system that switches calls to and from end offices within the Commission-defined Wireline local calling area for call completion.
- 3.17 [Left blank for numbering consistency.]
- 3.18 "MTA" or "Major Trading Area" is a geographic area established in Rand McNally's Commercial Atlas and Marketing Guide, as modified and used by the FCC in defining CMRS license boundaries for CMRS providers for purposes of Sections 251 and 252 of the Act.
- 3.19 "NXX" means the fourth, fifth and sixth digits of a ten-digit telephone number, and designates a Central Office Code.
- 3.20 "Order" means any order, writ, injunction, decree, stipulation, decision, or award entered or rendered by the Commission or the FCC.
- 3.21 "Party" means either Qwest or Paging Provider and "Parties" means Qwest and Paging Provider.
- 3.22 "Point of Connection" or "POC" is the physical connection point(s) between Paging Provider and Qwest; the technical interface(s), test point(s) and point(s) for operational division of responsibility as set forth in this agreement.
- 3.23 "Rate Center" means the specific geographic point (the "Rating Point") and corresponding geographic area that are associated with one or more particular NPA-NXX codes that have been assigned to a telecommunications carrier. The geographic point is identified by a specific vertical and horizontal ("V & H") coordinate that is used by Qwest

in conjunction with the V&H coordinates of other rate centers to calculate distance-sensitive rates for End User traffic.

- 3.24 "Routing Point" denotes a location that a telecommunications carrier has designated on its network as the homing (routing) point for traffic that terminates to a specific NPA-NXX designation. The Routing Point need not be the same as the Rating Point and need not be within the same Rate Center, but must be in the same LATA as the associated NPA-NXX.
- 3.25 "Serving Wire Center" or "SWC" denotes the Qwest office from which dial tone for local exchange service will, absent special arrangements, be provided to Qwest End Users.
- 3.26 "Tandem Office Switches" are switches that are used to connect and switch trunk circuits between and among other end office switches, "Access Tandems" are Tandem Office Switches that exchange access traffic. "Toll Tandems" are Tandem Office Switches that exchange intraLATA toll traffic.
- 3.27 "Tandem Service Area" denotes the geographic area that is serviced by a Local Tandem office switch and all end offices subtending that tandem.
- 3.28 "Tariff" as used throughout this Agreement refers to Qwest interstate and state tariffs, price lists, price schedules, catalogs, and service agreements as listed on the website <http://tariffs.uswest.com/>.
- 3.29 "Telecommunications Services" means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.
- 3.30 "Transit Traffic" is traffic that originates with a telecommunications carrier other than Qwest that transits Qwest's network and is delivered to the Paging Provider's POC. The sending and receiving parties are not End Users of Qwest, the transiting tandem telecommunications carrier.
- 3.31 "Type 1 Paging Connection Service" is a one-way final route trunk group between Qwest's end office switch and Paging Providers' POC(s). "Type 2 Paging Connection Service" is a one-way final route trunk group between Qwest's Local and Toll Tandem switches and Paging Providers' POC(s).

Terms not otherwise defined here, but defined in the Act or in regulations implementing the Act, shall have the meanings defined there.

#### **4. RATE ELEMENTS FOR DELIVERY OF EXEMPT TRAFFIC**

4.1 Paging Provider will pay Qwest for the portion of the Qwest facilities used to deliver Exempt Traffic as specified in Appendix A hereto.

4.2 Applicable rate elements are:

4.2.1 Channel (Network Access Channel - NAC). Connection from Paging Provider's POC to the Serving Wire Center. Non-recurring charges apply to four-wire digital channels.

4.2.2 Channel Facility (for digital service) - DS1 level. Twenty-four digital voice grade channels can be transmitted over one DS1 facility. A full DS1 is necessary for the addition of voice grade channels even if ordered in increments of less than 24. The transmission rate is 1.544 Mbps.

4.2.3 Channel Facility (for digital service) - DS3 level. Twenty-eight DS1s, including their associated digital voice grade channels, can be transmitted over one DS3 facility. When using a DS3 multiplexing level, a full DS3 is necessary for the addition of DS1s even if ordered in increments of less than 28. The facility transmission rate is 44.736 Mbps.

4.2.4 Dedicated Transport. If the Serving Wire Center is not the Qwest end office or Local or Toll Tandem, dedicated transport extends the channels/channel facility from the end office or tandem to the Serving Wire Center. The interoffice facilities can be either analog or DS1 or DS3 digital systems.

4.2.5 Multiplexing. Multiplexing performed at the Serving Wire Center enables a DS1 NAC to be connected to a DS0 Dedicated Transport System. A DS3 system will be multiplexed down to a DS1 level in order to connect with the digital switch.

#### **5. PAGING CONNECTION ARRANGEMENTS**

5.1 Technical Requirements

Equipment Interface. It is solely the Paging Provider's responsibility to advise Qwest of the equipment interface to be used at Paging Provider's POC. The technical requirements for the equipment interface must be selected from those specified in Appendix B. Available equipment interfaces specified in Appendix B are defined in Bellcore Reference Documents GR145-CORE & BR-795-403-100.

## 5.2 Cooperative Testing

During installation, integrity testing, and ongoing maintenance activities, the Parties will cooperate to ensure the integrity of the connection. Qwest and Paging Provider will each do such maintenance testing and inspection of their own equipment as may be reasonable and necessary.

## 5.3 Forecasting

5.3.1 Either Party shall, at the request of the other Party, participate in joint planning sessions at quarterly intervals. The Paging Provider shall complete a POC Forecast Form – Paging Connection (POC Forecast Form(s)) attached as Appendix B, for each POC and for each different equipment interface within each POC. Although Paging Provider is required to complete a POC Forecast Form(s), such forecasts are not orders for Qwest telecommunications services. Qwest may use Paging Provider's forecasts and other sources of data which Qwest independently selects and obtains to help determine the design and configuration of Paging Connection Service. Except as set in Section 2.6.2 hereof, Qwest is under no obligation to provide services to meet the usage forecasted by the Paging Provider in the POC Forecast Form, such information is for Qwest's planning purposes only.

5.3.1.1 Paging Provider shall complete the first POC Forecast form(s) upon execution of this Agreement. Thereafter, Paging Provider must complete and send Qwest updated POC Forecast Form(s) quarterly. If Qwest does not receive an updated form with a new forecast each quarter, then Qwest will rely on the last form received and its own current measurement of traffic over the Paging Connection Service facilities.

5.3.2 Qwest shall, upon execution of this Agreement, provide Paging Provider with any data in its possession regarding the volume of traffic over the Paging Connection Service facilities. Thereafter, Qwest shall on a quarterly basis send Paging Provider any updated traffic data in its possession.

5.3.3 Each Party shall submit to the other Party a description of anticipated major network projects that could affect the other Party; at a minimum, the Party will provide at least ninety (90) days' advance written notice of the nature of the changes and when the change(s) will occur. Major network projects include: shifts in anticipated traffic patterns or other activities that would result in a significant increase or decrease in traffic. These projects shall also include, but are not limited to, issues of equipment types and network capacity, usage, and location.

Paging Provider shall attach the above information to the updated POC Forecast Form(s) as appropriate.

**5.4 Rate Centers**

In the context of Type 2 Paging Connection Service, for purposes of compensation between the Parties and the ability of Qwest to appropriately apply its toll tariff to its End Users, Paging Provider shall select an end office as a Rate Center for each NXX code that is within the Tandem Service Area of the Tandem Office Switch to which Paging Provider interconnects. Until such time as the assignment of less than whole NPA-NXX codes to each Rate Center is technically and economically feasible, Paging Provider shall assign whole NPA-NXX codes to each Rate Center.

**5.5 Routing Points**

With respect to Type 2 Paging Connection Service, Paging Provider will also designate a Routing Point for each designated NXX code. Paging Provider shall designate one of its switch locations as the Routing Point for each NXX code assigned to Paging Provider.

**6. LOCAL TRANSPORT AND TERMINATION RATES**

6.1 Except as defined in Section 7, Qwest will pay Paging Provider for the transport and termination of Compensable Traffic as set forth in Appendix A.

6.2 Except as defined in Section 7, the following are the requirements for Paging Provider to render a bill for Compensable Traffic. A sample bill will be provided and mutually agreed upon at least thirty (30) days prior to initiating such billing. This sample bill shall also display any additional requirements agreed upon by both Parties.

6.2.1 [Left blank for numbering consistency.]

6.2.2 The Parties will exchange billing contacts and telephone numbers.

6.2.3 The invoices will include identification of the monthly bill period (from and through dates), which will be the first through the last day of the prior calendar month.

6.2.4 Paging Provider will bill Qwest by state and by trunk group.

6.2.5 Paging Provider will assign an Invoice Number and/or Billing Account Number.

- 6.2.6 Paging Provider will provide a Remittance Document including: remittance address, Invoice Number and/or Billing Account Number, amount due and Payment Due Date (at least thirty (30) days from invoice issuance date).
- 6.2.7 The rendered bill will include a summary of charges and total amounts due.
- 6.2.8 Charges incurred during the bill period will be reflected on the next bill. Minute of use ("MOU") rates will be displayed for all charges.
- 6.2.9 Invoice will include all adjustments, credits, debits and payments.
- 6.2.10 Invoice will include all applicable taxes and surcharges. Paging Provider will calculate, bill, collect and remit applicable taxes and surcharges to the appropriate authorities.
- 6.2.11 Paging Provider's invoices to Qwest will be provided on paper, unless a mechanized format is mutually agreed upon.
- 6.2.12 [Left blank for numbering consistency.]
- 6.2.13 Total messages will be converted to MOUs as follows: 1) the number of messages will be aggregated at the end of the billing period by trunk group, 2) the aggregated number of messages will be multiplied by the average hold time in seconds and divided by 60 (to convert to minutes) 3) the product will be multiplied by the Compensable Traffic percentage and 4) the result rounded to the nearest whole minute.
- 6.2.14 In the absence of actual hold time data, it will be assumed that average hold time per paging message is 20 seconds.
- 6.3 Billing disputes will be resolved through the Dispute Resolution provisions of this Agreement.

## **7. Zero Bill Option**

- 7.1 The parties may agree to utilize the zero bill option in this Section 7 after conferring and exchanging data regarding facilities and usage. Under the

zero bill option, the parties will not exchange bills for reciprocal compensation for Qwest-originated traffic and for local and non-local interconnection facilities subject to and only as long as the following conditions are all met: (i) Qwest's facilities charges and Metrocall's charges for terminating compensation are "relatively equal," as defined below; (ii) Metrocall shall migrate from Type 1 to Type 2 Paging Connection Service when a full NXX is assigned, as provided in Section 2.6.4.3.3; (iii) shall pay one hundred percent (100%) of all nonrecurring charges for interconnection facilities as provided on Appendix A; and (iv) Metrocall shall pay for all facilities and services that are not interconnection facilities listed in Schedule 1, including but not limited to private line services, 800 page line services, wide area calling services, DID number nonrecurring charges. If the Parties' charges are not relatively equal based on a one month study conducted every six months, then the Zero Bill option shall terminate and charges shall be determined and billed based on the rates specified in this Agreement.

- 7.2 As used in this Section, "relatively equal" shall mean that Qwest's charges for local and non-local interconnection facilities, determined as provided in Section 4 of this Agreement, are equal to Metrocall's charges for reciprocal compensation as provided in Section 6 and Appendix A, plus or minus ten percent (10%).
- 7.3 Currently, the charges between Qwest and Metrocall are not relatively equal, therefore Metrocall will pay Qwest a monthly lump sum based on a one month study to be conducted every six months from the Effective Date of this Agreement.
- 7.4 If the Parties are unable to agree whether charges are relatively equal, the Dispute Resolution procedures of this Agreement shall apply.

## **8. SERVICE IMPAIRMENT**

- 8.1 The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party shall not: 1) interfere with or impair service over any facilities of the other Party, its affiliated companies, or its connecting and concurring carriers involved in its services; 2) cause damage to their plant; 3) violate any applicable law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities; or 4) create hazards to the employees of either Party or to the public. Each of these requirements is hereinafter referred to as an "Impairment of Service."
- 8.2 If either Party causes an Impairment of Service, as set forth in this Section, the Party (the "Impaired Party") shall promptly notify the Party causing the Impairment of Service (the "Impairing Party") of the nature and location of the problem. The Impaired Party shall advise the

Impairing Party that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service. If the Impairing Party is unable to promptly remedy the Impairment of Service, the Impaired Party may temporarily discontinue use of the affected circuit, facility or equipment.

- 8.3 When a Party reports trouble to the other Party, and no trouble is found in the other Party's equipment, the reporting Party will be responsible for payment of service maintenance charges as specified in Qwest's Intrastate Switched Access Tariff (cite) or state-specific pricing catalogue, as appropriate, for the period of time from when the other Party's personnel are dispatched to when the work is completed. Failure of the other Party's personnel to find trouble in its service will not result in a charge if the trouble is actually in that service, but not discovered at that time.
- 8.4 To facilitate trouble reporting and to coordinate the repair of the service provided by each Party to the other under this Agreement, each Party shall designate a Trouble Reporting Control Office (TRCO) and a toll free telephone number for such service.

Qwest's TRCO number is ( 800 ) 784-3414

Paging Provider's TRCO number is (877) 215-9662

This number shall give access to the location where facility records are normally located and where current status reports on any trouble reports are readily available.

- 8.5 Each Party shall use its best efforts to isolate a trouble condition(s) to the other Party's facilities before reporting trouble to the other Party.

## **9. COLLOCATION**

Should the Parties desire to collocate transmission equipment, through either physical or virtual collocation, the Parties will enter into a separate collocation agreement.

## **10 ACCESS TO TELEPHONE NUMBERS**

### **10.1 Number Resources Arrangements**

10.1.1 Nothing in this Agreement shall be construed in any manner to limit or otherwise adversely impact either Party's right to request or to the assignment of any North American Numbering Plan ("NANP") number resources including, but not limited to, central

office "NXX" codes pursuant to the Central Office Code Assignment Guidelines (last published by the Industry Numbering Committee ("INC") as INC 95-0407-008, Revision 4/19/96, formerly ICCF 93-0729-010).

- 10.1.2 If changes occur in the manner in which number resources are allocated, administered or handled by the network such that Paging Provider can be and is assigned a partial NXX code in lieu of a whole NXX code for Type 2 connection service, then all references in this Agreement to an NXX code shall be deemed to include such partial NXX code if technically feasible, to the extent appropriate under Commission (or FCC) orders, rules, or decisions.
- 10.1.3 Subject to Section 2.1.2 of this Agreement, Qwest will assign Type 1 numbers to Paging Provider on an equitable non-discriminatory basis upon reasonable request. Blocks of 100 local numbers will be provided by Qwest to Paging Provider as available from the NXX codes assigned to a Qwest End Office. Charges for such numbers shall be in accordance with Schedule 1.
- 10.1.4 It shall be the responsibility of each Party to program and update its own network systems pursuant to the Local Exchange Routing Guide (LERG) to recognize and route traffic to the other Party's assigned NXX codes. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities. The Parties will cooperate to establish procedures to ensure the timely activation of NXX assignments in their respective networks.
- 10.1.5 Each Party shall be responsible for notifying its End Users of any changes in numbering or dialing arrangements to include changes such as the introduction of new NPA's or new NXX codes.
- 10.1.6 Each Party is responsible for administering NXX codes assigned to it. Each Party is responsible for arranging LERG input for NXX codes assigned to its equipment. Each Party shall use the LERG published by Bellcore or its successor for obtaining routing information and shall provide through an authorized LERG input agent, all required information regarding its network for maintaining the LERG in a timely manner.
- 10.1.7 Notwithstanding any provision of this Agreement to the contrary, Paging Provider reserves the right to challenge, at any time, before the Commission, or any court or agency with jurisdiction, the reasonableness or appropriateness of any Qwest recurring or nonrecurring charge for numbers, number assignments, number

maintenance, number administration and/or other number resource related charges.

## **11. Qwest DEX ISSUES**

Qwest and Paging Provider agree that certain issues, such as yellow page advertising, directory distribution, access to call guide pages, yellow page listings, will be the subject of negotiations between Paging Provider and directory publishers, including Qwest Dex. Qwest acknowledges that Paging Provider may request Qwest to facilitate discussions between Paging Provider and Qwest Dex.

## **12. TERM OF AGREEMENT**

### **12.1 Effective Dates**

All terms and conditions of this Agreement, including Qwest's obligation to pay terminating compensation specified in Section III of Appendix A, shall be effective upon signature subject to the approval by the Commission (the "Approval Date").

### **12.2 Initial Term**

The "Initial Term" of this Agreement shall expire on December 01, 2002.

### **12.3 Renewal**

After the date specified in Section 12.2 above, this Agreement shall continue in force and effect until terminated by either Party's providing written notice of termination to the other Party pursuant to the terms of this Agreement.

### **12.4 Termination**

**12.4.1 Involuntary Termination.** This Agreement will terminate upon a revocation or other termination of either Party's governmental authority to provide the services contemplated by this Agreement. If the authority is temporarily suspended, delivery of traffic will cease only during the suspension if the suspended Party otherwise is and remains in full compliance under this Agreement.

**12.4.2 Voluntary Termination.** The Agreement may be terminated upon 160 days' advance written notice at any time after August 11, 2001. The Parties agree that any such notification of termination shall be deemed a formal request under Sections 251 and 252 of the Act for negotiation of an interconnection agreement. During the termination notice period, the Parties shall negotiate in good faith to reach a revised agreement. If no such agreement is reached, the Agreement will terminate on the 161<sup>st</sup> day after notice, unless either party has requested arbitration pursuant to Section 252(b)(1) of the Act, in which case the Agreement will

continue in force and effect until a successor agreement has been approved by the Commission.

### **13. PAYMENT**

- 13.1 Amounts payable under this Agreement are due and payable within thirty (30) days after the date of invoice, unless disputed in good faith by either Party. Billing and collection of usage charges by either Party from its End Users shall have no bearing on the amount or timeliness of either Party's payment obligation to the other Party.
- 13.2 Unless otherwise specified in this Agreement, any amount due and not paid by the due date to either Party shall be subject to the late payment factor of the Qwest Intrastate Access Service Tariffs, General Regulations for the state in which the Paging Connection Service or other service provided pursuant to this Agreement is rendered.
- 13.3 Should either Party dispute any portion of the monthly billing under this Agreement, that Party will notify the other Party in writing within thirty (30) days of the receipt of such billing, identifying the amount and details of such dispute. Both Parties agree to expedite the investigation of any disputed amounts in an effort to resolve and settle the dispute prior to initiating any other rights or remedies. Each party shall pay all billed amounts when due, provided, however, that a Party may withhold (i) up to four months worth of disputed charges (not to exceed \$100,000 in the aggregate for all disputes should multiple disputes exist) pending resolution of such dispute, and (ii) any disputed amounts pertaining to reciprocal compensation for internet-related traffic. Should the dispute be resolved in the non-disputing Party's favor, the disputing Party shall pay the withheld amounts to the non-disputing Party within thirty days. Should the dispute be resolved in the disputing Party's favor, the non-disputing party will credit any paid disputed amounts against the disputing Party's succeeding monthly bills; provided, however, that if a credit balance remains for more than 3 months on an account, the non-disputing Party shall pay the credit balance in cash to the disputing Party. No late payment factor or charges, interest or other penalties shall apply to payments or credits made pursuant to the settlement of disputed amounts provided the payment or credit is made within 30 days following the resolution of the dispute.

- 13.4 If either Party is repeatedly delinquent in making payments, the other Party may, in its sole discretion, require a deposit to be held as security for the payment of charges. "Repeatedly delinquent" means being thirty (30) days or more delinquent in the payment of non-disputed amounts for three (3) consecutive months. The deposit may not exceed the estimated total monthly charges for a two (2) month period. The deposit may be a cash deposit, a letter of credit with terms and conditions acceptable to the requesting Party in its sole discretion, or some other form of mutually acceptable security.
- 13.5 Interest will be paid on cash deposits at the rate applying to deposits under applicable Commission rules, regulations, or Tariffs. Cash deposits and accrued interest will be credited to the depositing Party's account or refunded, as appropriate, upon the earlier of the termination of this Agreement or one full year of timely payments in full by the depositing Party. The fact that a deposit has been made does not relieve the depositing Party from any requirements of this Agreement.

#### 14. MISCELLANEOUS TERMS

##### 14.1. General Provisions

- 14.1.1 The Parties are each solely responsible for participation in and compliance with national network plans, including the National Network Security Plan and Emergency Preparedness Plan.
- 14.1.2 Each Party is solely responsible for the services it provides to its End Users and to other telecommunications carriers.
- 14.1.3 The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.

##### 14.2 Taxes

Each Party shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such Party, except for any tax on either Party's corporate existence, status or net income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party.

### 14.3 Force Majeure

Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, labor disputes, strikes or lockouts, equipment failures due to year 2000 (Y2K) problems, power blackouts, volcanic action, other major environmental disturbances, an unforeseeable inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (collectively, a "Force Majeure Event").

### 14.4 Limitation of Liability

14.4.1 Each Party shall be liable to the other for direct damages for any loss, defect or equipment failure resulting from the causing Party's conduct or the conduct of its agents or contractors in performing the obligations contained in this Agreement.

14.4.2 Except for indemnity obligations, each Party's liability to the other Party for any loss relating to or arising out of any negligent act or omission in its performance of this Agreement, whether in contract or in tort, shall be limited to the total amount that is or would have been charged to the other Party by such negligent or breaching Party for the service(s) or function(s) not performed or improperly performed.

14.4.3 Except as provided in Sections 13.6.4 and 13.6.5 below, neither Party shall be liable to the other under this Agreement for indirect, incidental, consequential, or special damages, including (without limitation) damages for lost profits, lost revenues, lost whether in contract, warranty, strict liability, tort, including (without limitation) negligence of any kind and regardless of whether the Parties knew the possibility that such damages could result.

14.4.4 Nothing contained in this Section shall limit either Party's liability to the other for willful misconduct.

14.4.5 Nothing contained in this Section shall limit either Party's obligations of indemnification as specified in Section 13.7 of this Agreement.

### 14.5. Indemnity

14.5.1 With respect to third party claims, each of the Parties agrees to release, indemnify, defend and hold harmless the other Party and

each of its officers, directors, employees and agents (each an "Indemnitee") from, against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or unknown, liquidated or unliquidated including, but not limited to, costs and attorneys' fees (collectively and individually "Claims"), whether suffered, made, instituted, or asserted by any other party or person, for invasion of privacy, personal injury to or death of any person or persons, or for loss, damage to, or destruction of property, whether or not owned by others, resulting from the indemnifying Party's performance, violation of law, or status of its employees, agents and subcontractors; or for failure to perform under this Agreement, regardless of the form of action, except for Claims arising out of, resulting from, or in connection with the Indemnitee's negligence or willful misconduct.

14.5.2 The indemnification provided herein shall be conditioned upon:

14.5.2.1 The indemnified Party shall promptly notify the indemnifying Party in writing of any action taken against the indemnified Party relating to the indemnification. Failure to so notify the indemnifying Party shall not relieve the indemnifying Party of any liability that the indemnifying Party might have, except to the extent that such failure prejudices the indemnifying Party's ability to defend such Claim.

14.5.2.2 The indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the indemnified Party may engage separate legal counsel only at its sole cost and expense. The indemnified Party shall cooperate with the indemnifying Party at the indemnifying Party's reasonable expense.

14.5.2.3 In no event shall the indemnifying Party settle or consent to any judgment pertaining to any such action which is payable in any part by the indemnified Party without the prior written consent of the indemnified Party.

## 14.6 Intellectual Property

14.6.1 Paging Provider and Qwest shall not, without the express written permission of the other, state or imply that; 1) they are connected, or in any way affiliated, with each other or the other's affiliates, 2) they are part of a joint business association or any similar arrangement with each other or the other's affiliates, 3) they or their affiliates are in any way sponsoring, endorsing or certifying

each other or their goods and services, or 4) with respect to the other's advertising or promotional activities or materials, that they are in any way associated with or originated from the other or any of the other's affiliates. Nothing in this paragraph shall prevent Paging Provider and Qwest from truthfully describing the network elements they use to provide service to their End Users.

- 14.6.2 Except as expressly provided in this Intellectual Property Section, nothing in this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, logo, trademark, tradename, trade secret or any other intellectual property right now or hereafter owned, controlled or licensable by either Party. Paging Provider and Qwest may not use any patent, copyright, logo, trademark, tradename, trade secret or other intellectual property right of the other Party or its affiliates without execution of a separate agreement between the Parties.
- 14.6.3 Paging Provider acknowledges the value of the marks "Qwest" and "U S WEST" (the "Marks") and the goodwill associated therewith and acknowledges that such goodwill is a property right belonging to Qwest Communications International, Inc. (the "Owner"). Paging Provider recognizes that nothing contained in this Agreement is intended as an assignment or grant to Paging Provider of any right, title or interest in or to the Marks and that this Agreement does not confer any right or license to grant sublicenses or permission to third parties to use the Marks and is not assignable. Paging Provider will do nothing inconsistent with the Owner's ownership of the Marks, and all rights, if any, that may be acquired by use of the Marks shall inure to the benefit of the Owner. Paging Provider will not adopt, use (other than as authorized herein), register or seek to register any marks anywhere in the world which is identical or confusingly similar to the Marks or which is so similar thereto as to constitute a deceptive colorable imitation thereof or to suggest or imply some association, sponsorship, or endorsement by the Owner. The Owner makes no warranties regarding ownership of any rights in or the validity of the Marks.
- 14.6.4 As a condition to the access or use of patents, copyrights, trade secrets and other intellectual property (including software) owned or controlled by a third party to the extent necessary to implement this Agreement or specifically required by the then applicable federal and state rules and regulations relating to interconnection and access to telecommunications facilities and services, the Party providing access may require the other upon written notice, from time to time, to obtain a license or permission for such

access or use, make all payments in connection with obtaining such permission, and providing evidence of such permission.

14.7 Warranties

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

14.8 Assignment

Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed, provided that each Party may assign this Agreement to a corporate affiliate or an entity under its common control or an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

14.9 Default

If either Party defaults in the payment of any amount due hereunder, or if either Party violates any other provision of this Agreement, and such default or violation shall continue for thirty (30) days after written notice thereof, the other Party may seek legal and/or regulatory relief. All remedies provided for herein shall be cumulative. The failure of either Party to enforce any of the provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall, nevertheless, be and remain in full force and effect.

14.10 Disclaimer of Agency

Except for provisions herein, if any, expressly authorizing a Party to act for the other, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

#### 14.11 Severability

Except as provided in Section 1.2 of this Agreement, the provisions of this Agreement are not severable.

#### 14.12 Nondisclosure

14.12.1 All information, including but not limited to specifications, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, customer records, Customer Proprietary Network Information (as defined by Section 222 (f)(2) of the Act and as implemented by the FCC) and market data, (i) furnished by one Party to the other Party, or (ii) in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary", or (iii) communicated and declared to the receiving Party at the time of delivery, or by written notice given to the receiving Party within ten (10) days after delivery, to be "Confidential" or "Proprietary" (collectively referred to as "Proprietary Information"), shall remain the property of the disclosing Party. A Party who receives Proprietary Information via an oral communication may request written confirmation that the material is Proprietary Information. A Party who delivers Proprietary Information via an oral communication may request written confirmation that the Party receiving the information understands that the material is Proprietary Information.

14.12.2 Upon request by the disclosing Party, the receiving Party shall either return or destroy all tangible copies of Proprietary Information whether written, graphic or otherwise at the receiving Party's option.

14.12.3 Each Party shall endeavor to keep all of the other Party's Proprietary Information confidential using the same degree of care as the receiving Party uses for its own confidential information of similar importance and shall use the other Party's Proprietary Information only in connection with performance of this Agreement. Neither Party shall use the other Party's Proprietary Information for any other purpose except upon such terms and conditions as may be agreed upon between the Parties in writing.

14.12.4 Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Proprietary Information as:

- 14.12.4.1 was at the time of receipt already known to the receiving Party free of any obligation to keep it confidential; or
- 14.12.4.2 is or becomes publicly known through no wrongful act of the receiving Party; or
- 14.12.4.3 is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation to the disclosing Party with respect to such information; or
- 14.12.4.4 is independently developed by an employee, agent, or contractor of the receiving Party without reference to the Proprietary Information; or
- 14.12.4.5 is disclosed to a third person by the disclosing Party without similar restrictions on such third person's rights; or
- 14.12.4.6 is approved for release by written authorization of the disclosing Party; or
- 14.12.4.7 is required to be made public by the receiving Party pursuant to applicable law or regulation provided that the receiving Party shall give sufficient notice of the requirement to the disclosing Party to enable the disclosing Party to seek protective orders, at the disclosing Party's sole expense.

14.12.5 Effective Date of this Section. Notwithstanding any other provision of this Agreement, the Proprietary Information provisions of this Agreement shall apply to all Proprietary Information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the date of this Agreement.

#### 14.13 Survival

Any obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

#### 14.14 Dispute Resolution

If any claim, controversy or dispute between the Parties, their agents, employees, officers, directors or affiliated agents ("Dispute") cannot be settled through negotiation, it shall be resolved by arbitration under the then current rules of the American Arbitration Association ("AAA"). The arbitration shall be conducted by a single neutral arbitrator familiar with

the telecommunications industry and engaged in the practice of law. Such arbitrator shall not be a current or former employee, agent, contractor, officer or director of either Party or its affiliates or subsidiaries or related in any way to a current or former employee, agent, contractor, officer, or director of either Party or its affiliates. The Federal Arbitration Act, 9 U.S.C. Secs. 1-16, not state law, shall govern the arbitrability of all Disputes. The arbitrator shall not have authority to award punitive damages. All expedited procedures prescribed by the AAA rules shall apply and the rules used shall be those for the telecommunications industry. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. The prevailing Party, as determined by the arbitrator, shall be entitled to an award of reasonable attorneys' fees and costs. The arbitration shall occur at a mutually agreed upon location. Nothing in this Section shall be construed to waive or limit either Party's right to seek relief from the Commission or the FCC as provided by state or federal law.

No action, regardless of form, may be brought with respect to any dispute arising out of this Agreement, by either Party more than two (2) years after the cause of action accrues.

#### 14.15 Controlling Law

This Agreement was negotiated by the Parties in accordance with the terms of the Act and the laws of the state where service is provided hereunder. It shall be interpreted solely in accordance with the terms of the Act and the applicable state law in the state where the service is provided. Where this Agreement and an applicable Tariff are in conflict, this Agreement shall control.

#### 14.16 Joint Work Product

This Agreement is the joint work product of the Parties, has been negotiated by the Parties and their respective counsel and shall be interpreted in accordance with its terms. In the event of any ambiguities, no inferences shall be drawn against either Party as if they were the drafter of the Agreement.

#### 14.17 Responsibility for Environmental Contamination

Neither Party shall be liable to the other for any costs whatsoever resulting from the presence or release of any environmental hazard that such Party did not introduce to the affected work location. Both Parties shall defend and hold harmless the other, its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from (i) any environmental hazard that the indemnifying Party, its contractors or agents introduce to the work locations or (ii) the presence or release of any environmental hazard for which the indemnifying Party is responsible under applicable

law, except to the extent such environmental hazard arises out of, or is in connection with, the other Party's negligence or willful misconduct.

#### 14.18 Notices

Any notices required by or concerning this Agreement shall be delivered by hand or sent via courier or certified mail to the Parties at the addresses shown below:

Qwest Communications, Inc.  
Director - Interconnect  
1801 California Street, Room 2410  
Denver, CO 80202

With a copy to:

Qwest Legal Department  
Attention General Counsel  
1801 California, Room 3800  
Denver, CO 80202

Metrocall, Inc.  
Mr. Steve Day  
6677 Richmond Highway  
Alexandra, VA 22306  
Tel: (703) 765-6677 (Ext. 6330)  
Fax: (703) 765-4385

With a copy to:

Mr. Frederick M. Joyce, Esq.  
Alston & Bird LLP  
601 Pennsylvania Avenue, NW  
North Building, 11<sup>th</sup> Floor  
Washington, DC 20004  
Tel: (202) 756-3376  
Fax: (202) 756-3333

Each Party shall inform the other of any changes in the above addresses.

#### 14.19 Responsibility of Each Party

Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of all employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees,

including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Each Party will be solely responsible for proper handling, storage, transport and disposal at its own expense of all (i) substances or materials that it or its contractors or agents bring to, create or assume control over at work locations or, (ii) waste resulting therefrom or otherwise generated in connection with its or its contractors' or agents' activities at the work locations. Subject to the limitations on liability and except as otherwise provided in this Agreement, each Party shall be responsible for (i) its own acts and performance of all obligations imposed by applicable law in connection with its activities, legal status and property, real or personal and, (ii) the acts of its own affiliates, employees, agents and contractors during the performance of that Party's obligations hereunder.

#### 14.20 No Third Party Beneficiaries

Except as may be specifically set forth in this Agreement, this Agreement does not provide and shall not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other privilege.

#### 14.21 Referenced Documents

All references to Appendixes, Sections, Exhibits, and Schedules shall be deemed to be references to Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. Whenever any provision of this Agreement refers to a technical reference, technical publication, Paging Provider practice, Qwest practice, any publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated into this Agreement, it will be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successors) of such document that is in effect on the date hereof. If there are changes to such documents, the Parties will jointly agree whether this Agreement shall include such revised version or edition (including any amendments, supplements, addenda, or successors) of each document incorporated by reference in such a technical reference, technical publication, Paging Provider practice, Qwest practice, or publication of industry standards (unless Paging Provider elects otherwise). Should there be any inconsistency between or among publications or standards, the Parties will jointly agree which requirement shall apply.

#### 14.22 Publicity and Advertising

Notwithstanding anything to the contrary, Paging Provider may not make any disclosure to any other person or any public announcement regarding this Agreement or any relation between Paging Provider 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 Paging Provider violates this provision.

#### 14.23 Amendment

Paging Provider and Qwest may mutually agree to amend this Agreement in writing. Since it is possible that amendments to this Agreement may be needed to fully satisfy the purposes and objectives of this Agreement, the Parties agree to work cooperatively, promptly and in good faith to negotiate and implement any such additions, changes and corrections to this Agreement.

#### 14.24 Executed in Counterparts

This Agreement may be executed in any number of counterparts; each of which shall be deemed an original; but such counterpart, shall together constitute one and the same instrument.

#### 14.25 Headings of No Force or Effect

The headings of Articles and Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

#### 14.26 Regulatory Approval

The Parties understand and agree that this Agreement will be filed with the Commission and may thereafter be filed with the FCC and shall, at times, be subject to review by the Commission or the FCC. The Parties shall cooperate in a good faith effort to secure, as soon as practicable, any required regulatory approvals of this Agreement.

#### 14.27 Compliance

Each Party shall comply with all applicable federal, state, and local laws, rules and regulations applicable to its performance under this Agreement.

#### 14.28 Further Assurances

Each Party shall at any time, and from time to time, upon the written request of the other Party, execute and deliver such further documents, and do such further acts and things as the other Party may reasonably request to effect the purposes of this Agreement. The Parties shall act in good faith and consistent with the intent of the Act in the performance of their obligations under this Agreement. Where notice, approval or similar action by a Party is permitted or required by any provision of this Agreement (including, without limit, the obligation of the Parties to further negotiate the resolution of new or open issues under this Agreement) such action shall not be unreasonably delayed, withheld or conditioned.

#### 14.29 Section 252(i) Election

Paging Provider shall have the right under 47 U.S.C. Sections 252(i) to elect terms and conditions from other approved agreements consistent with 47 C.F.R. Section 51.809.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives for the state of Arizona.

**Metrocall, Inc.**

*Steven D. Jacoby*  
Signature

STEVEN D. JACOBY  
Name Printed/Typed

EVP / COO  
Title

12/4/00  
Date

**Qwest Corporation**

*Anne Richardson*  
Signature

Anne R. Richardson  
Name Printed/Typed

Director - Major Markets Operations  
Title

12/19/00  
Date

## APPENDIX A

### I. Traffic Percentages

- A. 78.9% of all traffic delivered by Qwest to Paging Provider under this Agreement shall be deemed "Compensable Traffic".
- B. 21.1% of all traffic delivered by Qwest to Paging Provider under this Agreement shall be deemed "Exempt Traffic".
- C. The Traffic Percentages will remain in effect until more reliable paging-specific data pertaining to the percentage of Exempt Traffic is available, at which time such data will be used to revise the Traffic Percentages set forth above. To the extent that means exist to produce a more accurate measurement, upon request, a Party shall reasonably cooperate to produce more reliable data. If the Parties are unable to agree on such data, such disagreement shall be resolved according to the Dispute Resolution procedures set forth in Section 13.14 of this Agreement.

### II. Facilities Charges

- A. Type 1
  - (i) Between the Serving Wire Center serving Paging Provider's POC and the BDP, subject to Section 2.6.4.3.2.1, Paging Provider shall be obligated to pay at the rates described in Schedule 1 for the portion of the facilities used to deliver Exempt Traffic. The payment shall be calculated by multiplying the specified Schedule 1 rate by the percentage of traffic deemed exempt under Section 1 of this Appendix A.
  - (ii) Between the BDP and the end office where the DID numbers reside, subject to Section 2.6.4.3.2.2, Paging Provider shall be obligated to pay for 100 % of the mileage band rates only pursuant to the appropriate Tariff.
- B. Type 2
  - (i) Subject to Section 2.6.4.4.1, Paging Provider shall be obligated to pay at the rates described in Schedule 1 for the portion of the facilities used to deliver Exempt Traffic. The payment shall be calculated by multiplying the specified Schedule 1 rate by the percentage of Exempt Traffic.

### III. Terminating Compensation

Terminating Compensation shall be paid by Qwest on Compensable Traffic at the rate specified on Schedule 2.

## APPENDIX A - SCHEDULE 1

PAGE 1 - ARIZONA TYPE 1 TELRIC RATES

DESCRIPTION	USOC	NON-RECURRING	RECURRING
<b>NETWORK ACCESS CHANNEL - NAC</b>			
Analog 2-wire Channels:			
1-way in (land to mobile)	MTZ1X	\$262.04	\$30.20
Analog 4-wire Channels:			
1-way in (land to mobile)	MTJ1X	\$262.04	\$72.63
4-wire Digital Channels:			
1-way in (land to mobile)	M4W1X	\$78.40	N/A
<b>DIGITAL FACILITY</b>			
DS1 Level	MF31X	\$482.06	\$89.42
<b>CONNECTIVITY</b>			
Analog (Per analog channel)	CK6AX	N/A	\$18.98
DS1 Level (Per DS1 Facility)	CK61X	N/A	\$39.12
-per DS1 Activated on a DS3 Facility	CK61X	N/A	\$39.12
<b>DIAL OUTPUTSING</b>			
Per each one-way-in (land to mobile) or two-way channel:			
-Analog 2-wire	OUPAX	\$180.85	N/A
-Analog 4-wire or Digital	OUPDX	\$180.85	N/A
<b>MULTIPLEXING</b>			
DS1 to DS0	MXG1X	\$289.37	\$200.07
<b>CHANNEL PERFORMANCE</b>			
Loop Start	PM2GG	N/A	\$8.15
Ground Start	PM2HG	N/A	\$4.97
Loop with Reverse Battery	PM2JG	N/A	\$4.06

PAGE 2 - ARIZONA TYPE 1 TELRIC RATES

DESCRIPTION	USOC	NON-RECURRING	RECURRING
<b>DEDICATED TRANSPORT</b>			
<b>Analog/DSO</b>			
Over 0 to 8 Miles			
Fixed:	XUWH1	\$28.10	\$18.76
Per Mile	JZ3HA	N/A	\$0.08
Over 8 to 25 Miles			
Fixed	XUWH2	\$28.10	\$18.76
Per Mile	JZ3HB	N/A	\$0.09
Over 25 to 50 Miles			
Fixed	XUWH3	\$28.10	\$18.78
Per Mile	JZ3HC	N/A	\$0.11
Over 50 Miles			
Fixed	XUWH4	\$28.10	\$18.77
Per Mile	JZ3HD	N/A	\$0.09
<b>DS1 Level</b>			
Over 0 to 8 Miles			
Fixed:	XUWJ1	\$214.56	\$35.98
Per Mile	JZ3JA	N/A	\$0.65
Over 8 to 25 Miles			
Fixed	XUWJ2	\$214.56	\$35.99
Per Mile	JZ3JB	N/A	\$0.94
Over 25 to 50 Miles			
Fixed	XUWJ3	\$214.56	\$36.00
Per Mile	JZ3JC	N/A	\$1.75
Over 50 Miles			
Fixed	XUWJ4	\$214.56	\$36.00
Per Mile	JZ3JD	N/A	\$1.59

**PAGE 1 - ARIZONA TYPE 2 TELRIC RATES**

<b>DESCRIPTION</b>	<b>USOC</b>	<b>NON RECURRING</b>	<b>MONTHLY</b>
<b>CHANNEL</b>			
(Network Access Channel- NAC)			
<u>4 wire Digital (trunk side termination)</u>			
2A-1 way in (Paging)			
- Initial	P4Y1X	\$46.92	N/A
- Subsequent	PG21X	\$46.92	N/A
TYPE 2B			
2B-1 way in (land to mobile)			
- Initial	MZW1X	\$46.92	N/A
- Subsequent	M6Y1X	\$46.92	N/A
Trunk Routing Change, Per Type 2 Trunk Group			
- 2A Direct Final to Alternate Final	NRB2F	\$74.10	N/A
- 2A Alternate Final to Direct Final	NRB2H	\$74.10	N/A
<b>Channel Facility-DS1 Level</b>	MF31X	\$256.87	\$89.42
<b>Channel Facility-DS3 Level</b>	MF33X	\$256.87	\$357.16

PAGE 2 - ARIZONA TYPE 2 TELRIC RATES

DESCRIPTION	USOC	NON RECURRING	MONTHLY
<b>DEDICATED TRANSPORT</b>			
<b>DS0</b>			
<u>over 0 to 8 Miles</u>			
-fixed	XU2T1	\$28.10	\$5.05
-per mile	JZ3TA	N/A	\$0.00
<u>over 8 to 25 Miles</u>			
-fixed	XU2T2	\$28.10	\$5.05
-per mile	JZ3TB	N/A	\$0.00
<u>over 25 to 50 Miles</u>			
-fixed	XU2T3	\$28.10	\$5.05
-per mile	JZ3TC	N/A	\$ 0.00
<u>over 50 Miles</u>			
-fixed	XU2T4	\$28.10	\$5.05
-per mile	JZ3TD	N/A	\$0.00
<b>DS1 Level</b>			
<u>over 0 to 8 Miles</u>			
-fixed	XUWJ1	\$214.56	\$35.98
-per mile	JZ3JA	N/A	\$0.65
<u>over 8 to 25 Miles</u>			
-fixed	XUWJ2	\$214.56	\$35.99
-per mile	JZ3JB	N/A	\$0.94
<u>over 25 to 50 Miles</u>			
-fixed	XUWJ3	\$214.56	\$36.00
-per mile	JZ3JC	N/A	\$1.75
<u>over 50 Miles</u>			
-fixed	XUWJ4	\$214.56	\$36.00
-per mile	JZ3JD	N/A	\$1.59

**PAGE 3 - ARIZONA TYPE 2 TELRIC RATES**

<b>DESCRIPTION</b>	<b>USOC</b>	<b>NON RECURRING</b>	<b>MONTHLY</b>
<b>DS3 Level</b>			
<u>over 0 to 8 Miles</u>			
-fixed	XUWK1	\$214.56	\$243.17
-per mile	JZ3KA	N/A	\$13.32
<u>over 8 to 25 Miles</u>			
-fixed	XUWK2	\$214.56	\$246.16
-per mile	JZ3KB	N/A	\$15.90
<u>over 25 to 50 Miles</u>			
-fixed	XUWK3	\$214.56	\$250.66
-per mile	JZ3KC	N/A	\$22.91
<u>over 50 Miles</u>			
-fixed	XUWK4	\$214.56	\$249.26
-per mile	JZ3KD	N/A	\$22.49
<b>MULTIPLEXING</b>			
per DS1 to DS0 Multiplexer	MXG1X	\$289.37	\$200.08
per DS3 to DS1 Multiplexer	MXG3X	\$164.00	\$196.85

**Schedule 2**

For both Type 1 and Type 2, Terminating Compensation shall be paid, subject to Appendix A, at the Qwest end office rate of \$0028/MOU.

**APPENDIX B - TYPE 1 PAGING CONNECTION SERVICE  
QUARTERLY POC FORECAST FORM**

**-- THIS IS NOT AN ORDER FORM --  
THIS IS A THREE YEAR FORECAST**

DATE PREPARED: \_\_\_\_\_ (update required quarterly)  
[Paging Provider]'s Point of Connection (POC) (one form required per POC)

\_\_\_\_\_  
New POC  
\_\_\_\_\_  
Existing POC

**For Internal Use Only**

Paging Provider: \_\_\_\_\_ ACNA: \_\_\_\_\_

POC Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Switch CLLI Code (associated with NXX): \_\_\_\_\_

POC CLLI Code (if assigned) : \_\_\_\_\_

Technical Contact Name: \_\_\_\_\_

Technical Contact Phone Number: \_\_\_\_\_

Billing Contact Name: \_\_\_\_\_

Billing Contact Phone Number: \_\_\_\_\_

**List ALL PAGING DID Numbers associated with this POC:**

\_\_\_\_\_  
\_\_\_\_\_

**Paging Provider's Equipment Requirements (check appropriate line(s))**

\_\_\_\_\_  
Digital \_\_\_\_\_ Analog \_\_\_\_\_ 2-wire\_ 4-wire  
Trunk Pulsing: \_\_\_\_\_ Multifrequency (MF) \_\_\_\_\_ Dial Pulse (DP)  
\_\_\_\_\_ Dual Tone Multifrequency (DTMF)

Start Signaling: \_\_\_\_\_ Wink \_\_\_\_\_ Immediate (IMM) \_\_\_\_\_ Delayed Start  
Outpulsing (4-10 digits) \_\_\_\_\_

**Network Channel Interface - Analog**

\_\_\_\_\_  
Reverse Battery - 600 ohms  
\_\_\_\_\_  
Reverse Battery - 900 ohms  
\_\_\_\_\_  
Loop Start  
\_\_\_\_\_  
E & M Signaling - Type I  
\_\_\_\_\_  
E & M Signaling - Type II

**Network Channel Interface - Digital:**

\_\_\_\_\_  
DS3  
\_\_\_\_\_  
DS1 AMI + SF  
\_\_\_\_\_  
DS1 AMI + ANSI ESF  
\_\_\_\_\_  
DS1 AMI + non-ANSI ESF  
\_\_\_\_\_  
DS1 B8ZS + SF  
\_\_\_\_\_  
DS1 B8ZS + ANSI ESF  
\_\_\_\_\_  
DS1 B8ZS + non-ANSI ESF

**APPENDIX B - TYPE 1 PAGING CONNECTION SERVICE  
QUARTERLY POC FORECAST FORM**

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Busy Season: _____			
Average Busy Hour Minutes of Use	_____	_____	_____
Average Busy Hour Number of Messages	_____	_____	_____

**For Internal Use Only:**

Prepared by: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

**Please attach additional major network project information to this forecast, per Section 4.9.3.2 of this Agreement**

Mail completed form to:

Qwest  
Type 1 Forecast Manger  
250 Bell Plaza, Room 311  
Salt Lake City, UT 84111

**APPENDIX B - TYPE 1 PAGING CONNECTION SERVICE  
INITIAL POC FORECAST FORM**

**-- THIS IS NOT AN ORDER FORM --  
THIS IS A THREE YEAR FORECAST**

DATE PREPARED: \_\_\_\_\_ (update required quarterly)

**Paging Provider's Point of Connection (POC) (one form required per POC)**

\_\_\_\_\_  
New POC  
\_\_\_\_\_  
Existing POC

**For Internal Use Only**

Paging Provider: \_\_\_\_\_ ACNA: \_\_\_\_\_

**POC Address:** \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Switch CLLI Code (associated with NXX): \_\_\_\_\_

POC CLLI Code (if assigned) : \_\_\_\_\_

Technical Contact Name: \_\_\_\_\_

Technical Contact Phone Number: \_\_\_\_\_

Billing Contact Name: \_\_\_\_\_

Billing Contact Phone Number: \_\_\_\_\_

**List ALL PAGING DID Numbers associated with this POC:**

\_\_\_\_\_  
\_\_\_\_\_

**Paging Provider's Equipment Requirements (check appropriate line(s))**

\_\_\_\_\_  
Digital      \_\_\_\_\_ Analog      \_\_\_\_\_ 2-wire      \_\_\_\_\_ 4-wire  
Trunk Pulsing:      \_\_\_\_\_ Multifrequency (MF)      \_\_\_\_\_ Dial Pulse (DP)  
                                 \_\_\_\_\_ Dual Tone Multifrequency (DTMF)

Start Signaling:      \_\_\_\_\_ Wink      \_\_\_\_\_ Immediate (IMM)      \_\_\_\_\_ Delayed Start  
Outpulsing (4-10 digits) \_\_\_\_\_

**Network Channel Interface - Analog**

- \_\_\_\_ Reverse Battery - 600 ohms
- \_\_\_\_ Reverse Battery - 900 ohms
- \_\_\_\_ Loop Start
- \_\_\_\_ E & M Signaling - Type I
- \_\_\_\_ E & M Signaling - Type II

**Network Channel Interface - Digital:**

- \_\_\_\_ DS3
- \_\_\_\_ DS1 AMI + SF
- \_\_\_\_ DS1 AMI + ANSI ESF
- \_\_\_\_ DS1 AMI + non-ANSI ESF
- \_\_\_\_ DS1 B8ZS + SF
- \_\_\_\_ DS1 B8ZS + ANSI ESF
- \_\_\_\_ DS1 B8ZS + non-ANSI ESF



**APPENDIX B - TYPE 2 PAGING CONNECTION SERVICE  
INITIAL POC FORECAST FORM**

**-- THIS IS NOT AN ORDER FORM --  
THIS IS A THREE YEAR FORECAST**

DATE PREPARED: \_\_\_\_\_ (update required quarterly)

**Paging Provider's Point of Connection (POC) (one form required per POC)**

\_\_\_\_\_ **New POC**  
\_\_\_\_\_ **Existing POC**

**For Internal Use Only**

Paging Provider: \_\_\_\_\_ ACNA: \_\_\_\_\_

**POC Address:** \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Switch CLLI Code (associated with NXX): \_\_\_\_\_

POC CLLI Code (if assigned) : \_\_\_\_\_

Technical Contact Name: \_\_\_\_\_

Technical Contact Phone Number: \_\_\_\_\_

Billing Contact Name: \_\_\_\_\_

Billing Contact Phone Number: \_\_\_\_\_

**List ALL PAGING NXX's associated with this POC: (Type 2 Paging Service is only available to NXX's and associated POCs located within the geographical serving area of the respective Qwest Local and LATA/Toll Tandems)**

**Paging Provider's Equipment Requirements (check appropriate line(s))**

**Trunk Pulsing**

- \_\_\_\_\_ Multifrequency (MF-Wink Start)
- \_\_\_\_\_ Common Channel Signaling (SS7)
- \_\_\_\_\_ Digits Required (4-10 digits): \_\_\_\_\_

**Network Channel Interface - Digital only  
(if DS3, identify both DS3 and DS1 level):**

- \_\_\_\_\_ DS3
- \_\_\_\_\_ DS1 AMI + SF
- \_\_\_\_\_ DS1 AMI + ANSI ESF
- \_\_\_\_\_ DS1 AMI + non-ANSI ESF
- \_\_\_\_\_ DS1 B8ZS + SF
- \_\_\_\_\_ DS1 B8ZS + ANSI ESF
- \_\_\_\_\_ DS1 B8ZS + non-ANSI ESF

**APPENDIX B - TYPE 2 PAGING CONNECTION SERVICE  
INITIAL POC FORECAST FORM**

**Usage Forecast - EAS Traffic**

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Busy Season: _____			
Average Busy Hour Minutes of Use	_____	_____	_____
Average Busy Hour Number of Messages	_____	_____	_____

<b>For Internal Use Only: Equivalent Trunks:</b>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
	_____	_____	_____

**Usage Forecast - Toll Traffic**

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Busy Season: _____			
Average Busy Hour Minutes of Use	_____	_____	_____
Average Busy Hour Number of Messages	_____	_____	_____

<b>For Internal Use Only:</b>

Prepared by: \_\_\_\_\_ Date: \_\_\_\_\_  
 Title: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

<b>Please attach additional major network project information to this forecast, per Section 4.9.3.2 of the Agreement</b>
--

Mail completed form to: Qwest  
 Type 2 Forecast Manager  
 250 Bell Plaza, Room 311  
 Salt Lake City, UT 84111



**APPENDIX B - TYPE 2 PAGING CONNECTION SERVICE  
QUARTERLY POC FORECAST FORM**

**Usage Forecast - EAS Traffic**

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Busy Season: _____			
Average Busy Hour Minutes of Use	_____	_____	_____
Average Busy Hour Number of Messages	_____	_____	_____

**For Internal Use Only:  
Equivalent Trunks:**

<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
_____	_____	_____

**Usage Forecast - Toll Traffic**

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Busy Season: _____			
Average Busy Hour Minutes of Use	_____	_____	_____
Average Busy Hour Number of Messages	_____	_____	_____

**For Internal Use Only:**

Prepared by: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

**Please attach additional major network project information  
to this forecast, per Section 5.3 of the Agreement**

Mail completed form to:

Qwest  
Type 2 Forecast Manager  
250 Bell Plaza, Room 311  
Salt lake City, UT 84111