ORIGINAL NEW APPLICATION

0000027755

BEFORE THE ARIZONA CORPORATION COMMISSION

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AZ CORP COMMISSION
DOCUMENT CONTROL

In the matter of the petition by Autotel for arbitration of an interconnection agreement with Qwest pursuant to Section 252(b) of the Telecommunications Act	))))))	Docket No. T-01051B-05-0858

PETITION FOR ARBITRATION

Pursuant to Section 252(b) of the Telecommunications Act of 1996, Autotel requests arbitration by the Commission of an interconnection agreement between Autotel and Qwest. In support of this petition Autotel submits the following information:

1. Autotel is authorized by the Federal Communications Commission to provide Commercial Mobile Radio Service within the State of Arizona. Autotel's address and telephone number are as follows:

Autotel
114 North East Penn Avenue
Bend, Oregon 97701
(541) 389-5286 Voice
(541) 389-9856 Fax
oberdorfer@earthlink.net E-mail

2. The entity with which Autotel has been negotiating the interconnection agreement to which this petition relates is Qwest. Autotel's request for negotiation was received by Qwest on June 23, 2005. The 135th day is November 5, 2005. The 160th day is November 30, 2005. The end of the 9 month period falls on March 23, 2006.

3. This petition seeks the resolution of the following issues which have been raised by the parties in the negotiation process and the approval of an agreement in accordance with 47 USC 252. Autotel requests the terms and conditions in the agreement be implemented upon approval of the agreement by the Commission.

Issue 1: Adoption of an interconnection agreement.

Qwest Position: Qwest should not be required by a state commission to offer rates, terms and conditions to Autotel that are more favorable to Autotel than Qwest currently offers to other wireless carriers. Qwest's current interconnection agreement offering is attached as Exhibit 1.

Autotel Position: Qwest has refused to negotiate in good faith the rates, terms and conditions of an interconnection agreement to fulfill its duties as described in Sections 251(b) and 251(c). Autotel's proposed interconnection agreement, which meets the requirements of Section 251, 252 and the regulations, is attached as Exhibit 2.

Issue 2: State commission jurisdiction concerning Qwest's good faith negotiation duties under Section 251(c)(1).

Qwest Position: A state commission can force a recalcitrant party to participate and can direct the inclusion of appropriate terms in the interconnection agreement. Qwest will vigorously dispute any claim for damages made in any jurisdiction.

Autotel Position: A state commission can give relief to avoid future damages by imposing rates, terms and conditions that meet the requirements of Section 251, 252 and the regulations in the interconnection agreement and then enforcing its Order under state law by requiring Qwest to sign the adopted interconnection agreement. State commission jurisdiction ends under Section 252(b)(5) when the state commission makes an arbitration determination or the FCC preempts a state commission's jurisdiction .

Issue 3: Review of state commission actions.

Qwest Position: Qwest will not sign an interconnection agreement for submission to a state commission for approval unless Autotel accepts Qwest's current rates, terms and conditions, whether or not those rates, terms and conditions were imposed or even decided by the state commission in its arbitration determination. Autotel can not seek judicial review of a state commission arbitration determination until the agreement proposed by Qwest is approved by the state commission.

Autotel Position: Under Section 252(e) a state commission may reject an agreement adopted by arbitration only if the agreement does not meet the requirements of Section 251 and the regulations. The standards for an arbitration determination by a state

commission under Section 252(c)(1) are "ensure that the resolution and conditions meet the requirements of section 251, including the regulations". Qwest's insistence that Autotel wait to be aggrieved by a second discretionary state commission agreement approval determination in order to seek judicial review of a prior mandatory arbitration determination simply delays the resolution of the dispute. This is an example of Qwest's violation of the duty to negotiate in good faith found at 47 CFR 51.301(c)(6).

Respectfully Submitted, this 23rd day of November, 2005,

Richard L. Oberdorfer
Autotel

CERTIFICATE OF SERVICE

I hereby certify that a true and complete copy of Autotel's Petition for Arbitration was sent via Federal Express overnight service on November 22nd , 2005.

Bryan Sanderson
Interconnection Negotiator
Qwest Corporation
1600 7th Avenue, Room 3007
Seattle, Washington 98191

Monica Davis

Monica Davis
Office Assistant

Exhibit 1

Type 1 Wireless Interconnection Agreement

Between

Qwest Corporation

And

[COMPANY]

For The State Of [STATE]

Agreement Number
CDS-[XXXXXX-XXXX]

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SECTION 1.0 - GENERAL TERMS

1.1 This Type 1, two-way Wireless Interconnection Agreement is effective upon approval of the Commission, and is between [COMPANY], (WSP) [State where Incorporated] Corporation and Qwest Corporation ("Qwest"), a Colorado corporation pursuant to Section 252 of the Telecommunications Act of 1996, for purposes of fulfilling Qwest's obligations under Sections 222, 251(a), (b), and (c), 252, 271, and other relevant provisions of the Act and the rules and regulations promulgated thereunder. WSP is licensed by the Federal Communications Commission ("FCC") as a Commercial Mobile Radio Service ("CMRS") Provider. Services provided by Qwest to WSP under this Agreement are provided pursuant to WSP's role as a CMRS provider of two-way traffic.

1.2 This Interconnection Agreement sets forth the terms, conditions and pricing under which Qwest will offer and provide to any requesting WSP network Interconnection and Ancillary services within the geographical areas in which both Qwest is providing Local Exchange Service at that time, and for which Qwest is the incumbent Local Exchange Carrier within the state of [STATE] for purposes of providing local two way Wireless Services. This Agreement is available for the term set forth herein.

1.3 In consideration of the mutual promises set forth herein and other good and valuable consideration, Qwest and WSP mutually agree as follows:

1.4 Intentionally Left Blank

1.5 Intentionally left Blank

1.6 Intentionally left blank

1.7 This Interconnection Agreement between WSP and Qwest can only be amended in writing as further set forth in Section 5.30, executed by the duly authorized representatives of the Parties.

1.7.1 Notwithstanding the above, if Qwest chooses to offer and WSP desires to purchase, new Interconnection services or additional Ancillary services which are not contained in this Agreement or a Tariff, Qwest will notify WSP of the availability of these new services through the Customer notification process. The Parties shall amend this Agreement under one (1) of the following two (2) options:

1.7.1.1 If WSP is prepared to accept Qwest's terms and conditions for such new product, WSP shall execute a form Advice Adoption Letter (the form of which is attached hereto as Exhibit L), to be furnished by Qwest, and include as an attachment, the discreet terms and conditions available as Qwest has identified as pertaining to the new product. WSP shall submit the Advice Adoption Letter to the Commission for its approval. WSP shall also provide the Advice Adoption Letter to Qwest pursuant to the notice provisions in this Agreement and may begin ordering the new product pursuant to the terms of this Agreement as amended by such Advice Adoption Letter.

1.7.1.2 If WSP wishes to negotiate an amendment with different terms and conditions than defined by Qwest for such new product, WSP agrees to abide by those terms and conditions on an interim basis by executing the Interim

Advice Adoption Letter (the form of which is attached hereto as Exhibit M) based upon the terms and conditions as Qwest has identified as pertaining to the new product. The Interim Advice Adoption Letter will terminate when the final amendment is approved. The rates and to the extent practicable, other terms and conditions contained in the final amendment will relate back to the date the Interim Advice Adoption Letter was executed. No new product offering or accompanying Interim Advice Adoption Letter will be construed to limit or add to any rates, terms or conditions existing in this Agreement.

SECTION 2.0 - INTERPRETATION AND CONSTRUCTION

2.1 This Agreement includes this Agreement and all Exhibits appended hereto, each of which is hereby incorporated by reference in this Agreement and made a part hereof. All references to Sections and Exhibits shall be deemed to be references to Sections of, and Exhibits to, this Agreement unless the context shall otherwise require. The headings and numbering of Sections and Exhibits used in this Agreement are for convenience only and will not be construed to define or limit any of the terms in this Agreement or affect the meaning and interpretation of this Agreement. Unless the context shall otherwise require, any reference to any statute, regulation, rule, Tariff, technical reference, technical publication, or any publication of Telecommunications industry administrative or technical standards, shall be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successor) of that statute, regulation, rule, Tariff, technical reference, technical publication, or any publication of Telecommunications industry administrative or technical standards that is in effect. Provided, however, that nothing in this Section 2.1 shall be deemed or considered to limit or amend the provisions of Section 2.2. In the event a change in a law, rule regulation or interpretation thereof would materially change this Agreement, the terms of Section 2.2 shall prevail over the terms of this Section 2.1. In the case of any material change, any reference in this Agreement to such law, rule, regulation or interpretation thereof will be to such law, rule, regulation or interpretation thereof in effect immediately prior to such change until the processes set forth in Section 2.2 are implemented. The existing configuration of either Party's network may not be in compliance with the latest release of technical references, technical publications, or publications of Telecommunications industry administrative or technical standards.

2.2 The provisions in this Agreement are intended to be in compliance with and based on the existing state of the law, rules, regulations and interpretations thereof, including but not limited to state rules, regulations, and laws, as of the date hereof (the Existing Rules). Nothing in this Agreement shall be deemed an admission by Qwest or WSP concerning the interpretation or effect of the Existing Rules or an admission by Qwest or WSP that the Existing Rules should not be changed, vacated, dismissed, stayed or modified. Nothing in this Agreement shall preclude or estop Qwest or WSP from taking any position in any forum concerning the proper interpretation or effect of the Existing Rules or concerning whether the Existing Rules should be changed, vacated, dismissed, stayed or modified. To the extent that the Existing Rules are vacated, dismissed, stayed or materially changed or modified, then this Agreement shall be amended to reflect such legally binding modification or change of the Existing Rules. Where the Parties fail to agree upon such an amendment within sixty (60) Days after notification from a Party seeking amendment due to a modification or change of the Existing Rules or if any time during such sixty (60) Day period the Parties shall have ceased to negotiate such new terms for a continuous period of fifteen (15) Days, it shall be resolved in accordance with the Dispute Resolution provision of this Agreement. It is expressly understood that this Agreement will be corrected, or if requested by WSP, amended as set forth in this Section 2.2, to reflect the outcome of any applicable generic proceedings by the Commission for pricing, service standards, or other matters covered by this Agreement. Any amendment shall be deemed effective on the Effective Date of the legally binding change or modification of the Existing Rules for rates, and to the extent practicable for other terms and conditions, unless otherwise ordered. Where a Party provides notice to the other Party within thirty (30) Days of the effective date of an order issuing a legally binding change, any resulting amendment shall be deemed effective on the effective date of the legally binding change or modification of the Existing Rules for rates, and to the extent practicable for other terms and conditions, unless

otherwise ordered. In the event neither Party provides notice within (thirty) 30 Days, the effective date of the legally binding change shall be the Effective Date of the amendment unless the Parties agree to a different date. During the pendancy of any negotiation for an amendment pursuant to this Section 2.2 the Parties shall continue to perform their obligations in accordance with the terms and conditions of this Agreement, for up to sixty (60) Days. If the Parties fail to agree on an amendment during the sixty (60) Day negotiation period, the Parties agree that the first matter to be resolved during Dispute Resolution will be the implementation of an interim operating agreement between the Parties regarding the disputed issues, to be effective during the pendancy of Dispute Resolution. The Parties agree that the interim operating agreement shall be determined and implemented within the first fifteen (15) Days of Dispute Resolution and the Parties will continue to perform their obligations in accordance with the terms and conditions of this Agreement, until the interim operating agreement is implemented. For purposes of this section, "legally binding" means that the legal ruling has not been stayed, no request for a stay is pending, and any deadline for requesting a stay designated by statute or regulation, has passed.

2.3 Unless otherwise specifically determined by the Commission, in cases of conflict between the Agreement and Qwest's Tariffs, Product Catalog (PCAT), methods and procedures, technical publications, policies, product notifications or other Qwest documentation relating to Qwest's or WSP's rights or obligations under this Agreement then the rates, terms and conditions of this Agreement shall prevail. To the extent another document abridges or expands the rights or obligations of either Party under this Agreement, the rates, terms and conditions of this Agreement shall prevail.

SECTION 3.0 - WSP INFORMATION

3.1 Except as otherwise required by law, Qwest will not provide or establish Interconnection and Ancillary services in accordance with the terms and conditions of this Agreement prior to WSP's execution of this Agreement.

3.2 Prior to placing any orders for services under this Agreement, the Parties will jointly work with the Qwest Sales and Service organizations to gather the information below as appropriate. This information will then be used to:

Determine geographical requirements;

Identify WSP Identification IDs;

Determine Qwest system requirements to support WSP's specific activity;

Collect Credit Information;

Obtain Billing Information;

Create summary bills;

Establish input and output requirements;

Create and distribute Qwest and WSP Contact Lists; and

Identify WSP hours and holidays.

SECTION 4.0 - DEFINITIONS

4.1 "Access Service Request" or "ASR" means the industry standard forms and supporting documentation used for ordering Access Services. The ASR will be used to order trunking and facilities between WSP and Qwest for Local Interconnection Service.

4.2 "Access Services" refers to the interstate and intrastate Switched Access and private line transport services offered for the origination and/or termination of Interexchange traffic.

4.3 "Act" means the Communications Act of 1934 (47 U.S.C. 151 et. seq.), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

4.4 "ATIS" or "Alliance for Telecommunications Industry Solutions" is a North American telecommunication industry standards forum which, through its committees and working groups, creates, and publishes standards and guidelines designed to enable Interoperability and Interconnection for Telecommunications products and services. ATIS Standards and Guidelines, as well as the standards of other industry fora, are referenced herein.

4.5 "Basic Exchange Telecommunications Service" means, unless otherwise defined in Commission rules and then it shall have the meaning set forth therein, a service offered to End User Customers which provides the End User Customer with a telephonic connection to, and a unique local telephone number address on, the public switched telecommunications network, and which enables such End User Customer to generally place calls to, or receive calls from, other stations on the public switched telecommunications network. Basic residence and business line services are Basic Exchange Telecommunications Services. As used solely in the context of this Agreement and unless otherwise agreed, Basic Exchange Telecommunications Service includes access to Ancillary services such as 911, Directory Assistance (DA) and Operator Services (OS).

4.6 "Bill and Keep" is as defined in the FCC's Order on Remand and Report and Order in CC Docket 99-68 (Intercarrier Compensation for ISP Bound Traffic). Bill and Keep is an arrangement where neither of two (2) interconnecting networks charges the other for terminating traffic that originates on the other network. Instead, each network recovers from its own End User Customers the cost of both originating traffic that it delivers to the other network and terminating traffic that it receives from the other network. Bill and Keep does not, however, preclude Intercarrier charges for transport of traffic between Carriers' networks.

4.7 "Bill Date" means the date on which a Billing period ends, as identified on the bill.

4.8 "Bona Fide Request" or "BFR" shall have the meaning set forth in Section 16.

4.9 "Busy Line Verify/Busy Line Interrupt" or "BLV/BLI Traffic" means a call to an operator service in which the caller inquires as to the busy status of or requests an interruption of a Wireline call on another End User Customer's Basic Exchange Telecommunications Service line.

4.10 "Call Transport" is the switching and transmission of terminating traffic to the terminating party's end office switch that directly serves the called party.

4.11 "Central Office Switch" means a switch used to provide Telecommunications Services, including, but not limited to:

4.11.1 "End Office Switches" which are used to terminate End User Customer station loops, or equivalent, for the purpose of interconnecting to each other and to trunks; and

4.11.2 "Tandem Office Switches" are used to connect and switch trunk circuits between and among other End Office Switches. A Wireless Carrier's switch(es) shall be considered Tandem Office Switch(es) to the extent such switch(es) serve(s) a comparable geographic area as Qwest's Tandem Office Switch. A fact-based consideration by the Commission of geography should be used to classify any switch on a prospective basis.

4.12 "Commercial Mobile Radio Service" or "CMRS" is defined in 47 U.S.C. Section 332 and FCC rules and orders interpreting that statute.

4.13 "Commission" means the [STATE] Commission.

4.14 Intentionally Left Blank.

4.15 "Conversation Time" means the measurement of Type 1 Interconnection usage which begins when WSP's MSC is signaled by the terminating End Office that the call has been answered. Measured usage ends upon MSC recognition of disconnection by the earlier of WSP's End User Customer or the disconnection signal from the terminating End Office.

4.16 "Customer" is a Person to whom a Party provides or has agreed to provide a specific service or set of services, whether directly or indirectly. Customer includes Telecommunication Carriers. See also, End User Customer.

4.17 "Day" means calendar Days unless otherwise specified.

4.18 "Dial Tone Office" is the Qwest End Office which provides the Type 1 dial tone.4.22 "Digital Signal Level" means one of several transmission rates in the time-division multiplex hierarchy.

4.18.1 "Digital Signal Level 0" or "DS0" is the 64 Kbps standard speed for digitizing one voice conversation using pulse code modulation. There are 24 DS0 channels in a DS1.

4.18.2 "Digital Signal Level 1" or "DS1" means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division Multiplexing hierarchy of the telephone network, DS1 is the initial level of Multiplexing. There are 28 DS1s in a DS3.

4.18.3 "Digital Signal Level 3" or "DS3" means the 44.736 Mbps third-level signal in the time-division multiplex hierarchy. In the time-division Multiplexing hierarchy of the telephone network, DS3 is defined as the third level of Multiplexing..

4.19 "End User Customer" means a third party retail Customer that subscribes to a Telecommunications Service provided by either of the Parties or by another Carrier or by two or more Carriers.

4.20 "Entrance Facility" or "EF" means the dedicated facility between the CMRS provider's POI and the Qwest Serving Wire Center. This is also referred to as "Network Access Channel" or "NAC".

4.21 "Exchange Access (IntraLATA Toll) is defined in accordance with Qwest's current IntraLATA Toll serving areas, as determined by Qwest's state and interstate Tariffs and excludes toll provided using Switched Access purchased by an IXC.

4.22 "Exchange Message Interface" or "EMI" means the format used for exchange of Telecommunications message information among Telecommunications Carriers. It is referenced in the Alliance for Telecommunications Industry Solutions (ATIS) document that defines industry guidelines for the exchange of message records.

4.23 "Exchange Message Record" or "EMR" is the standard used for exchange of telecommunications message information between telecommunications providers for billable, non-billable, sample, settlement and study data. EMR format is contained in BR-010-200-010 CRIS Exchange Message Record, an ATIS document that defines industry standards for Exchange Message Records.

4.24 "Exchange Service" or "Extended Area Service (EAS)/Local Traffic" means traffic that is originated and terminated within the Local Calling Area as determined by the Commission.

4.25 "FCC" means the Federal Communications Commission.

4.26 "Firm Order Confirmation Date" or "FOC" means the notice Qwest provides to WSP to confirm that WSP's Access Service Order (ASR) has been received and has been successfully processed. The FOC confirms the schedule of dates committed to by Qwest for the provisioning of the service requested.

4.27 "Individual Case Basis" or "ICB" shall have the meaning set forth in Exhibit I.

4.28 "Information Service" is as defined in the Telecommunications Act of 1996 and FCC Order on Remand and Report and Order in CC Docket 99-68 and includes ISP Bound Traffic.

4.29 "Information Services Providers" or "ISPs" are providers of Information Services.

4.36 "Interconnection" is as described in the Act and refers to the connection between networks for the purpose of transmission and routing of telephone Exchange Service traffic, Exchange Access and Jointly Provided Switched Access Traffic.

4.30 "Interconnections Database" or "ICONN" is a Qwest database, available on the Qwest Web Site, which includes business and residence access line counts, switch types, and switch generics.

4.31 "Interexchange Carrier" (IXC) means a Carrier that provides InterLATA or IntraLATA Toll services.

4.32 "InterLATA" describes Telecommunications functions originating in one Local Access and Transport Area (LATA) and terminating in another.

4.33 "InterMTA" describes Telecommunications functions originating in one MTA and terminating in another.

4.34 "Internet Related Traffic" includes ISP Bound traffic and refers to dial-up access through an entity which may include computer processing, protocol conversions, information storage or routing with transmission to enable users to access internet content or data services.

4.35 "IntraLATA" describes Telecommunications functions originating and terminating in the same LATA.

4.36 "ISP Bound Traffic" means the offering of information access pursuant to 47 U.S.C. P251 (g) and the Order with respect to Information Services as defined in 47 U.S.C. P153 (20), and includes Telecommunications traffic delivered to an ISP.

4.37 "IntraLATA Toll" (Transit) is defined in accordance with Qwest's current IntraLATA Toll serving areas, as determined by the state Commission.

4.38 Jointly Provided Switched Access see Meet Point Billing.

4.39 "Local Traffic" is traffic that is exchanged in a geographic area either by MTA or the Qwest Extended Area Service (EAS) boundaries. This includes Exchange Access (IntraLATA Toll). Local Traffic excludes Transit Traffic.

4.40 "Local Access and Transport Area" or "LATA" is as defined in the Act.

4.41 "Local Calling Area" or "LCA" is a geographic area defined either by the MTA or the Qwest Extended Area Service (EAS) boundaries.

4.41.1 "MTA/Local" means the geographic area within the MTA in which WSP provides CMRS services. Local Interconnection rates apply for traffic originated and terminated within the same MTA. See Non-Local for exceptions.

4.41.2 "EAS/Local" 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. LEC End User Customers may complete a call without incurring toll charges. Traffic terminated by Qwest End User Customers within their EAS boundary is considered to be EAS/Local; Qwest End User Customers are billed toll charges for traffic terminated outside of their EAS boundary.

4.42 "Local Exchange Carrier" (LEC) means any Carrier that is engaged in the provision of telephone Exchange Service or Exchange Access. Such term does not include a Carrier insofar as such Carrier is engaged in the provision of a commercial mobile service under Section 332(c) of the Act, except to the extent that the FCC finds that such service should be included in the definition of such term.

4.43 "Local Exchange Routing Guide" or "LERG" means a Telcordia Technologies Reference Document used by LECs and IXCs to identify NPA-NXX routing and homing information as well as Network Element and equipment designations.

4.44 "Local Service Request" or "LSR" means the industry standard forms and supporting documentation used for ordering local services.

4.45 "Maintenance of Service charge" is a charge that relates to trouble isolation. Maintenance of Service charges are set forth in Exhibit A. Basic Maintenance of Service charges apply when the Qwest technician perform work during standard business hours. Overtime Maintenance of Service charges apply when the Qwest technician performs work on a business Day, but outside standard business hours, or on a Saturday. Premium Maintenance of Service charges apply when the Qwest technician performs work on either a Sunday or Qwest recognized holiday.

4.46 "Major Trading Area (MTA)" is a geographic area established in Rand McNally 1992 Commercial Atlas and Marketing Guide and used by the FCC in defining CMRS license boundaries for CMRS providers for purposes of Sections 251 and 252 of the Act.

4.47 "Meet-Point Billing" or "MPB" or "Jointly Provided Switched Access" refers to an arrangement whereby two LECs (including a LEC and WSP) jointly provide Switched Access Service to an Interexchange Carrier, with each LEC (or WSP) receiving an appropriate share of the revenues from the IXC as defined by their effective Access Tariffs.

4.48 "Miscellaneous Charges" mean charges that Qwest may assess in addition to recurring and nonrecurring rates set forth in Exhibit A, for activities WSP requests Qwest to perform, activities WSP authorizes, or charges that are a result of WSP actions, such as cancellation charges, expedite charges, and charges for additional labor and maintenance. Miscellaneous Charges are not already included in Qwest's recurring or nonrecurring rates. Miscellaneous Charges are listed the applicable tariff, catalog, or price list.

4.49 "Mobile Switching Center" or "MSC" is a Wireless switching facility, which performs the switching for the routing of calls among its Wireless End User Customers in other Wireless or landline networks. In addition it contains recording and billing functionality.

4.50 "Multiple Exchange Carrier Access Billing" or "MECAB" refers to the document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document, published by Telcordia Technologies as Special Report SR-BDS-000983, contains the recommended guidelines for the Billing of an Access Service provided by two or more Telecommunications Carriers (including a WSP, LEC and/or a WSP), or by one LEC in two or more states within a single LATA.

4.51 "Multiple Exchange Carrier Ordering and Design" or "MECOD" Guidelines for Access Services - Industry Support Interface, refers to the document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECOD document, published by Telcordia Technologies as Special Report SR STS-002643, establishes recommended guidelines for processing orders for Access Service which is to be provided by two or more Telecommunications Carriers (including a WSP, LEC and/or a WSP). It is published by Telcordia Technologies as SRBDS 00983.

4.52 "Multifrequency Address Signaling" or "MF" denotes a signaling method in which a combination of two (2) out of six (6) voiceband frequencies are used to represent a digit or a control signal.

4.53 "Multiplexing" or "MUX" means the function which converts a 44.736 MBPS DS3 channel to 28 1.544 MBPS DS1 channels or a 1.544 DS1 channel to 24 DS0 channels utilizing time division Multiplexing.

4.54 "Non-Local" traffic is InterMTA, InterLATA, Roaming, and/or Jointly Provided Switched Access Traffic. Reciprocal Compensation does not apply to Non-Local Traffic. This Non-Local Traffic originated by WSP, includes InterMTA traffic and IntraMTA traffic delivered to Qwest via an IXC. Regarding traffic delivered to WSP, Non-Local includes all traffic carried by an IXC, and traffic destined for WSP's End User Customers that are Roaming in a different MTA, and all InterMTA/InterLATA traffic.

4.55 "North American Numbering Plan" or "NANP" means the numbering plan used in the United States that also serves Canada, Bermuda, Puerto Rico, Guam, the Commonwealth of the Marianna Islands and certain Caribbean Islands. The NANP format is a 10-digit number that consists of a 3-digit NPA code (commonly referred to as the area code), followed by a 3-digit NXX code and 4-digit line number.

4.56 "Party" means either Qwest or WSP and "Parties" means Qwest and WSP.

4.57 "Percent Local Usage (PLU) Factors" are percentages used in determining Minutes of Use (MOU) for Land to Mobile (L-M) and Mobile to Land (M-L) traffic.

4.57.1 "InterMTA" are factors that are used in reciprocal compensation to determine InterMTA, Roaming MOUs when WSP's End User Customer is initiating (M-L) or terminating (L-M) a call in another MTA.

4.57.2 "PLU 2B" is a factor for determining the portion of Qwest originated traffic that rides the Type 1 facility between Qwest's End Offices and WSP's POI for calculation of the facilities credit to WSP.

4.58 "Point of Interface" "Point of Interconnection" or "POI" is a physical demarcation between the networks of two LECs (including a LEC and WSP). The POI is that point where the exchange of traffic takes place. This point establishes the technical interface, the test point(s), and the point(s) for operational division of responsibility.

4.59 "Rate Center" identifies 1) the specific geographic point identified by specific vertical and horizontal (V&H) coordinates, which are used to measure distance sensitive End User Customer traffic to/from the particular NPA-NXX designations with the specific Rate Center, and 2) the corresponding geographic area which is associated with one or more particular NPA-NNX codes which have been assigned to a LEC for its provision of Telephone Exchange Service.

4.60 "Rate Center Area" is the geographic area within which basic Exchange Services are provided for NPA-NXX designations associated with a particular Rate Center.

4.61 "Reciprocal Compensation Credit" is defined as a monetary credit for two-way Wireline to Wireless traffic which is originated by a Qwest Wireline End User Customer within the LATA, transported by Qwest, and terminates to WSP's Wireless End User Customer within the MTA/Local area. When more than two (2) Carriers are involved in transporting a call, Reciprocal Compensation Credit does not apply.

4.62 "Roaming" is defined as a Telecommunications Service occurring when the End User Customer of one CMRS provider utilizes the facilities of another CMRS provider. Most often, Roaming occurs when the End User Customer is physically located outside the service area of his or her service provider.

4.63 "Serving Wire Center" denotes the Wire Center from which dial tone for Local Exchange Service would normally be provided to a particular End User Customer Premises.

4.64 "Special Request Process" or "SRP" shall have the meaning set forth in Section 17.

4.65 "Switched Access Service" means the offering of transmission and switching services to Interexchange Carriers for the purpose of the origination or termination of telephone Toll Service. Switched Access Services include: Feature Group A, Feature Group B, Feature Group D, 8XX access, and 900 access and their successors or similar Switched Access Services.

4.66 "Switched Access Traffic," as specifically defined in Qwest's interstate Switched Access Tariffs, is traffic that originates at one of the Party's End User Customers and terminates at an IXC Point of Presence, or originates at an IXC Point of Presence and terminates at one of the Party's End User Customers, whether or not the traffic transits the other Party's network.

4.67 "Tariff" as used throughout this Agreement refers to Qwest interstate Tariffs and state Tariffs, price lists, price schedules and catalogs.

4.68 "Telecommunications Carrier" means any provider of Telecommunications Services (such as LECs, Competitive Local Exchange Carriers (CLECs), WSPs, except that such term does not include aggregators of Telecommunications Services (as defined in Section 226 of the Act). A Telecommunications Carrier shall be treated as a Common Carrier under the Act only to the extent that it is engaged in providing Telecommunications Services, except that the Federal Communications Commission shall determine whether the provision of fixed and mobile satellite service shall be treated as common carriage.

4.69 "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.

4.70 "Transit Traffic" is any traffic that originates from one Telecommunications Carrier's network, transits a Tandem Telecommunications Carrier's network, and terminates to yet another Telecommunications Carrier's network. In the cases neither the originating nor the terminating End User Customer is a Customer of a Tandem Telecommunications Carrier. For the purposes of this Agreement, Transit Traffic does not include traffic carried by Interexchange Carriers. That traffic is defined as Jointly Provided Switched Access.

4.71 Trunk Group Servicing Request "TGSR" is the notification the Qwest Trunk Forecasting Group sends to the Service Delivery Center to advise of blocking conditions on Carrier trunk groups.

4.72 "Wire Center" denotes a building or space within a building that serves as an aggregation point on a given Carrier's network, where transmission facilities are connected or switched. Wire Center can also denote a building where one or more Central Offices, used for

the provision of Basic Exchange Telecommunications Services and Access Services, are located.

4.73 "Wireless" for the purposes of this Agreement, are Telecommunications Services provided by a 2-way CMRS Carrier in accordance with its CMRS license(s). This includes both Cellular and Personal Communications Service Providers.

4.74 "Wireless Carrier Resource Guide" is a Qwest document that provides information needed to request services available under this Agreement. It is available on Qwest's Web site: http://www.qwest.com/wholesale/pcat/wireless.html.

4.75 "Wireless Service Provider" or "WSP" for purposes of this Agreement is a 2-way CMRS provider of local service.

4.76 "Wireline" are Telecommunications Services provided by Qwest or other non-CMRS Telecommunications Carriers. These services are provided via a fixed landline network where the End User Customers are stationary.

SECTION 5.0 - TERMS AND CONDITIONS

5.1 General Provisions

5.1.1 Intentionally Left Blank.

5.1.2 The Parties are each solely responsible for participation in and compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan.

5.1.3 Neither Party shall use any service related to or use any of the services provided in this Agreement in any manner that interferes with other Persons in the use of their service, prevents other Persons from using their service, or otherwise impairs the quality of service to other Carriers or to either Party's End User Customers. In addition, neither Party's provision of or use of services shall interfere with the services related to or provided under this Agreement.

5.1.3.1 If such impairment is material and poses an immediate threat to the safety of either Party's employees, Customers or the public or poses an immediate threat of a service interruption, that Party shall provide immediate notice by email to the other Party's designated representative(s) for the purposes of receiving such notification. Such notice shall include 1) identification of the impairment (including the basis for identifying the other Party's facilities as the cause of the impairment), 2) date and location of the impairment, and 3) the proposed remedy for such impairment for any affected service. Either Party may discontinue the specific service that violates the provision or refuse to provide the same type of service if it reasonably appears that the particular service would cause similar harm, until the violation of this provision has been corrected to the reasonable satisfaction of that Party and the service shall be reinstituted as soon as reasonably possible. The Parties shall work cooperatively and in good faith to resolve their differences. In the event either Party disputes any action that the other Party seeks to take or has taken pursuant to this provision, that Party may pursue immediate resolution by expedited or other Dispute Resolution.

5.1.3.2 If the impairment is service impacting but does not meet the parameters set forth in section 5.1.3.1, such as low level noise or other interference, the other Party shall provide written notice within five (5) calendar Days of such impairment to the other Party and such notice shall include the information set forth in subsection 5.1.3.1. The Parties shall work cooperatively and in good faith to resolve their differences. If the impairment has not been corrected or cannot be corrected within five (5) business days of receipt of the notice of non-compliance, the other Party may pursue immediate resolution by expedited or other Dispute Resolution.

5.1.3.3 If either Party causes non-service impacting impairment the other Party shall provide written notice within fifteen (15) calendar Days of the impairment to the other Party and such notice shall include the information set forth in subsection 5.1.3.1. The Parties shall work cooperatively and in good faith to resolve their differences. If either Party fails to correct any such impairment within fifteen (15) calendar Days of written notice, or if such non-compliance cannot be corrected within fifteen (15) calendar Days of written notice of non-compliance, and if the impairing Party fails to take all appropriate steps to correct as soon as reasonably possible, the other Party may pursue immediate resolution by expedited or other Dispute Resolution.

5.1.3.4 It is the responsibility of either Party to inform its End User Customers of service impacting impairment that may result in discontinuance of service as soon as the Party receives notice of same.

5.1.4 Each Party is solely responsible for the services it provides to its End User Customers and to other Telecommunications Carriers. This provision is not intended to limit the liability of either Party for its failure to perform under this Agreement.

5.1.5 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.

5.1.6 Nothing in this Agreement shall prevent either Party from seeking to recover the costs and expenses, if any, it may incur in (a) complying with and implementing its obligations under this Agreement, the Act, and the rules, regulations and orders of the FCC and the Commission, and (b) the development, modification, technical installation and maintenance of any systems or other infrastructure which it requires to comply with and to continue complying with its responsibilities and obligations under this Agreement. Notwithstanding the foregoing, Qwest shall not assess any charges against WSP for services, facilities, Ancillary service and other related works or services covered by this Agreement, unless the charges are expressly provided for in this Agreement. All services and capabilities currently provided hereunder, to be provided hereunder, shall be priced in accordance with all applicable provisions of the Act and the rules and order of the Federal Communications Commission and orders of the Commission.

5.2 Term of Agreement

5.2.1 This Agreement shall be deemed effective upon approval by the Commission ("Effective Date"); however, the Parties may agree to implement the provisions of this Agreement upon execution. This Agreement shall be binding upon the Parties for a term of three (3) years and shall expire three (3) years from the Effective Date.

5.2.2 Upon expiration of the term of this Agreement, this Agreement shall continue in full force and effect until superseded by a successor agreement in accordance with this Section 5.2.2. Any Party may request negotiation of a successor agreement by written notice to the other Party no earlier than one hundred sixty (160) Days prior to the expiration of the term, or the Agreement shall renew on a month to month basis. The date of this notice will be the starting point for the negotiation window under section 252 of the Act.

5.3 Proof of Authorization

5.3.1 Each Party shall be responsible for obtaining and maintaining Proof of Authorization (POA), as required by applicable federal and state law, as amended from time to time.

5.3.2 The Parties shall make POAs available to each other upon request in the event of an allegation of an unauthorized change in accordance with all Applicable Laws and rules and shall be subject to any penalties contained therein.

5.4 Payment

5.4.1 Amounts payable under this Agreement are due and payable within thirty (30) calendar Days after the date of invoice, or within twenty (20) calendar Days after receipt of the

invoice, whichever is later (payment Due Date). If the payment Due Date is not a business day, the payment shall be due the next business day.

5.4.2 One Party may discontinue processing orders for the failure of the other Party to make full payment for the relevant services, less any disputed amount as provided for in Section 5.4.4 of this Agreement, for the relevant services provided under this Agreement within thirty (30) calendar Days following the payment Due Date. The Billing Party will notify the other Party in writing at least ten (10) business days prior to discontinuing the processing of orders for the relevant services. If the Billing Party does not refuse to accept additional orders for the relevant services on the date specified in the ten (10) business days notice, and the other Party's non-compliance continues, nothing contained herein shall preclude the Billing Party's right to refuse to accept additional orders for the relevant services from the non-complying Party without further notice. For order processing to resume, the billed Party will be required to make full payment of all charges for the relevant services not disputed in good faith under this Agreement. Additionally, the Billing Party may require a deposit (or additional deposit) from the billed Party, pursuant to this section. In addition to other remedies that may be available at law or equity, the billed Party reserves the right to seek equitable relief including injunctive relief and specific performance.

5.4.3 The Billing Party may disconnect any and all relevant services for failure by the billed Party to make full payment, less any disputed amount as provided for in Section 5.4.4 of this Agreement, for the relevant services provided under this Agreement within sixty (60) calendar Days following the payment Due Date. The billed Party will pay the applicable reconnect charge set forth in Exhibit A required to reconnect each resold End User Customer line disconnected pursuant to this paragraph. The Billing Party will notify the billed Party in at least ten (10) business days prior to disconnection of the unpaid service(s). In case of such disconnection, all applicable undisputed charges, including termination charges, shall become due. If the Billing Party does not disconnect the billed Party's service(s) on the date specified in the ten (10) business days notice, and the billed Party's noncompliance continues, nothing contained herein shall preclude the Billing Party's right to disconnect any or all relevant services of the non-complying Party without further notice. For reconnection of the non-paid service to occur, the billed Party will be required to make full payment of all past and current undisputed charges under this Agreement for the relevant services. Additionally, the Billing Party will request a deposit (or recalculate the deposit) as specified in Section 5.4.5 and 5.4.7 from the billed Party, pursuant to this Section. Both Parties agree, however, that the application of this provision will be suspended for the initial three (3) Billing cycles of this Agreement and will not apply to amounts billed during those three (3) cycles. In addition to other remedies that may be available at law or equity, each Party reserves the right to seek equitable relief, including injunctive relief and specific performance.

[MT State Specific language below]

5.4.3 Qwest may disconnect any and all services for failure by CLEC to make full payment, less any disputed amount as provided for in Section 5.4.4 of this Agreement, for the services provided under this Agreement within sixty (60) Days of the due date on CLEC's bill. CLEC will pay the Tariff charge required to reconnect each resold end user line disconnected pursuant to this paragraph. Qwest will notify CLEC in writing at least thirty (30) business days prior to disconnection of the service(s). In case of such disconnection, all applicable charges, including termination charges, shall become due. If Qwest does not disconnect CLEC's service(s) on the date specified in the thirty (30) Days notice, and CLEC's noncompliance continues, nothing contained herein shall preclude Qwest's right to disconnect any or all

services of the noncomplying CLEC without further notice. For reconnection of service to occur, CLEC will be required to make full payment of all past and current charges. Additionally, Qwest will request a deposit (or additional deposit) from CLEC, pursuant to this section. Qwest agrees, however, that the application of this provision will be suspended for the initial three (3) Billing cycles of this Agreement and will not apply to amounts billed during those three (3) cycles.

5.4.4 Should WSP or Qwest dispute, in good faith, any portion of the nonrecurring charges or monthly Billing under this Agreement, the Parties will notify each other in writing within fifteen (15) calendar Days following the payment Due Date identifying the amount, reason and rationale of such dispute. At a minimum, WSP and Qwest shall pay all undisputed amounts due. Both WSP and Qwest agree to expedite the investigation of any disputed amounts, promptly provide all documentation regarding the amount disputed that is reasonably requested by the other Party, and work in good faith in an effort to resolve and settle the dispute prior to initiating any other rights or remedies.

5.4.4.1 If a Party disputes charges and does not pay such charges by the payment Due Date, such charges may be subject to late payment charges. If the disputed charges have been withheld and the dispute is resolved in favor of the Billing Party, the withholding Party shall pay the disputed amount and applicable late payment charges no later than the second Bill Date following the resolution. If the disputed charges have been withheld and the dispute is resolved in favor of the disputing Party, the Billing Party shall credit the bill of the disputing Party for the amount of the disputed charges and any late payment charges that have been assessed no later than the second Bill Date after the resolution of the dispute. If a Party pays the disputed charges and the dispute is resolved in favor of the Billing Party, no further action is required.

5.4.4.2 If a Party pays the charges disputed at the time of payment or at any time thereafter pursuant to Section 5.4.4.3, and the dispute is resolved in favor of the disputing Party the Billing Party shall, no later than the second Bill Date after the resolution of the dispute: (1) credit the disputing Party's bill for the disputed amount and any associated interest or (2) pay the remaining amount to WSP, if the disputed amount is greater than the bill to be credited. The interest calculated on the disputed amounts will be the same rate as late payment charges. In no event, however, shall any late payment charges be assessed on any previously assessed late payment charges.

5.4.4.3 If a Party fails to dispute a charge and discovers an error on a bill it has paid after the period set forth in section 5.4.4, the Party may dispute the bill at a later time through an informal process, through an Audit pursuant to the Audit provision of this Agreement, through the Dispute Resolution provision of this Agreement, or applicable state statutes or Commission rules.

5.4.5 Each Party will determine the other Party's credit status based on previous payment history or credit reports such as Dun and Bradstreet. If a Party has not established satisfactory credit with the other Party according to the above provisions or the Party is repeatedly delinquent in making its payments, or the Party is being reconnected after a disconnection of service or discontinuance of the processing of orders by the Billing Party due to a previous nonpayment situation, the Billing Party may require a deposit to be held as security for the payment of charges before the orders from the billed Party will be provisioned and completed or before reconnection of service. "Repeatedly delinquent" means any payment received thirty (30) calendar Days or more after the payment Due Date, three (3) or more times

during a twelve (12) month period. The deposit may not exceed the estimated total monthly charges for an average two (2) month period within the 1st three (3) months for all services. The deposit may be a surety bond if allowed by the applicable Commission regulations, a letter of credit with terms and conditions acceptable to the Billing Party, or some other form of mutually acceptable security such as a cash deposit. Required deposits are due and payable within thirty (30) calendar Days after demand.

5.4.6 Interest will be paid on cash deposits at the rate applying to deposits under applicable Commission regulations. Cash deposits and accrued interest will be credited to the billed Party's account or refunded, as appropriate, upon the expiration of the term of the Agreement or the establishment of satisfactory credit with the Billing Party, which will generally be one full year of timely payments of undisputed amounts in full by the billed Party. Upon a material change in financial standing, the billed Party may request and the Billing Party will consider a recalculation of the deposit. The fact that a deposit has been made does not relieve WSP from any requirements of this Agreement.

5.4.7 The Billing Party may review the other Party's credit standing and modify the amount of deposit required but in no event will the maximum amount exceed the amount stated in 5.4.5.

5.4.8 The late payment charge for amounts that are billed under this Agreement shall be in accordance with Commission requirements.

5.4.9 Each Party shall be responsible for notifying its End User Customers of any pending disconnection of a non-paid service by the billed Party, if necessary, to allow those Customers to make other arrangements for such non-paid services.

5.5 Taxes

5.5.1 Any federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under Applicable Law, even if the obligation to collect and remit such taxes is placed upon the other Party. However, where the selling Party is permitted by law to collect such taxes, fees or surcharges, from the purchasing Party, such taxes, fees or surcharges shall be borne by the Party purchasing the services. Each Party is responsible for any tax on its corporate existence, status or 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. Until such time as a resale tax exemption certificate is provided, no exemptions will be applied. If either Party (the Contesting Party) contests the application of any tax collected by the other Party (the Collecting Party), the Collecting Party shall reasonably cooperate in good faith with the Contesting Party's challenge, provided that the Contesting Party pays any costs incurred by the Collecting Party. The Contesting Party is entitled to the benefit of any refund or recovery resulting from the contest, provided that the Contesting Party is liable for and has paid the tax contested.

5.6 Insurance

5.6.1 Each Party shall at all times during the term of this Agreement, at its own cost and expense, carry and maintain the insurance coverage listed below with insurers having a "Best's"

rating of B+XIII with respect to liability arising from that Party's operations for which that Party has assumed legal responsibility in this Agreement. If either Party or its parent company has assets equal to or exceeding $10,000,000,000, that Party may utilize an Affiliate captive insurance company in lieu of a "Best's" rated insurer. To the extent that the parent company of a Party is relied upon to meet the $10,000,000,000 asset threshold, such parent shall be responsible for the insurance obligations contained in this Section 5.6.1, to the extent its affiliated Party fails to meet such obligations.

5.6.1.1 Workers' Compensation with statutory limits as required in the state of operation and Employers' Liability insurance with limits of not less than $100,000 each accident.

5.6.1.2 Commercial General Liability insurance covering claims for bodily injury, death, personal injury or property damage occurring or arising out of the use or occupancy of the premises, including coverage for independent contractor's protection (required if any work will be subcontracted), premises-operations, products and/or completed operations and contractual liability with respect to the liability assumed by each Party hereunder. The limits of insurance shall not be less than $1,000,000 each occurrence and $2,000,000 general aggregate limit.

5.6.1.3 Business automobile liability insurance covering the ownership, operation and maintenance of all owned, non-owned and hired motor vehicles with limits of not less than $1,000,000 per occurrence for bodily injury and property damage.

5.6.1.4 Umbrella/Excess Liability insurance in an amount of $10,000,000 excess of Commercial General Liability insurance specified above. These limits may be obtained through any combination of primary and excess or umbrella liability insurance so long as the total limit is $11,000,000.

5.6.1.5 "All Risk" Property coverage on a full replacement cost basis insuring all of WSP personal property situated on or within the Premises.

5.6.2 Each Party will initially provide certificate(s) of insurance evidencing coverage, and thereafter will provide such certificates upon request. Such certificates shall (1) name the other Party as an additional insured under commercial general liability coverage; (2) provide thirty (30) calendar Days prior written notice of cancellation of, material change or exclusions in the policy(s) to which certificate(s) relate; (3) indicate that coverage is primary and not excess of, or contributory with, any other valid and collectible insurance purchased by the other Party; and (4) acknowledge severability of interest/cross liability coverage.

5.7 Force Majeure

5.7.1 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, work stoppages, power blackouts, volcanic action, other major environmental disturbances, or unusually severe weather conditions (collectively, a Force Majeure Event). Inability to secure products or services of other Persons or transportation facilities or acts or omissions of transportation Carriers shall be considered Force Majeure Events to the extent any delay or failure in performance caused by these circumstances is beyond the Party's control and

without that Party's fault or negligence. The Party affected by a Force Majeure Event shall give prompt notice to the other Party, shall be excused from performance of its obligations hereunder on a Day to Day basis to the extent those obligations are prevented by the Force Majeure Event, and shall use reasonable efforts to remove or mitigate the Force Majeure Event. In the event of a labor dispute or strike the Parties agree to provide service to each other at a level equivalent to the level they provide themselves.

5.8 Limitation of Liability

5.8.1 Each Party's liability to the other Party for any loss relating to or arising out of any act or omission in its performance under this Agreement, whether in contract, warranty, strict liability, or tort, *including* (without limitation) negligence of any kind, shall be limited to the total amount that is or would have been charged to the other Party by *such breaching* Party for the service(s) or function(s) not performed or improperly performed. Each Party's liability to the other Party for any other losses shall be limited to the total amounts charged to WSP under this Agreement during the contract year in which the cause accrues or arises. Payments pursuant to the QPAP should not be counted against the limit provided for in this Agreement Section.

5.8.2 Neither Party shall be liable to the other for indirect, incidental, consequential, or special damages, including (without limitation) damages for lost profits, lost revenues, lost savings suffered by the other Party regardless of the form of action, whether in contract, warranty, strict liability, tort, including (without limitation) negligence of any kind and regardless of whether the Parties know the possibility that such damages could result.

5.8.3 Intentionally Left Blank.

5.8.4 Nothing contained in this Section shall limit either Party's liability to the other for (i) willful or intentional misconduct or (ii) damage to tangible real or personal property proximately caused solely by such Party's negligent act or omission or that of their respective agents, subcontractors, or employees.

5.8.5 Nothing contained in this Section 5.8 shall limit either Party's obligations of indemnification specified in this Agreement, nor shall this Section 5.8 limit a Party's liability for failing to make any payment due under this Agreement.

5.9 Indemnity

5.9.1 The Parties agree that unless otherwise specifically set forth in this Agreement the following constitute the sole indemnification obligations between and among the Parties:

> 5.9.1.1 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 and 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, reasonable costs and expenses (including attorneys' fees), whether suffered, made, instituted, or asserted by any Person or entity, for invasion of privacy, bodily injury or death of any Person or Persons, or for loss, damage to, or destruction of tangible property, whether or not owned by others, resulting from the Indemnifying Party's breach of or failure to perform under this Agreement, regardless of the form of action, whether in contract, warranty, strict liability, or tort including (without limitation) negligence of any kind.

5.9.1.2 In the case of claims or loss alleged or incurred by an End User Customer of either Party arising out of or in connection with services provided to the End User Customer by the Party, the Party whose End User Customer alleged or incurred such claims or loss (the Indemnifying Party) shall defend and indemnify the other Party and each of its officers, directors, employees and agents (collectively the Indemnified Party) against any and all such claims or loss by the Indemnifying Party's, End User Customers regardless of whether the underlying service was provided or Unbundled Element was provisioned by the Indemnified Party, unless the loss was caused by the willful misconduct of the Indemnified Party. The obligation to indemnify with respect to claims of the Indemnifying Party's End User Customers shall not extend to any claims for physical bodily injury or death of any Person or person, or for loss, damage to, or destruction of tangible property, whether or not owned by others, alleged to have resulted directly from the negligence or intentional conduct of the employees, contractors, agents, or other representatives of the Indemnified Party.

5.9.2 The indemnification provided herein shall be conditioned upon:

5.9.2.1 The Indemnified Party shall promptly notify the Indemnifying Party 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.

5.9.2.2 If the Indemnifying Party wishes to defend against such action, it shall give written notice to the Indemnified Party of acceptance of the defense of such action. In such event, 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. In the event that the Indemnifying Party does not accept the defense of the action, the Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate with the other Party in the defense of any such action and the relevant records of each Party shall be available to the other Party with respect to any such defense.

5.9.2.3 In no event shall the Indemnifying Party settle or consent to any judgment pertaining to any such action without the prior written consent of the Indemnified Party. In the event the Indemnified Party withholds consent, the Indemnified Party may, at its cost, take over such defense, provided that, in such event, the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the relevant Indemnified Party against, any cost or liability in excess of such refused compromise or settlement.

5.10 Intellectual Property

5.10.1 Except for a license to use any facilities or equipment (including software) solely for the purposes of this Agreement or to receive any service solely (a) as provided in this Agreement or (b) as specifically required by the then-applicable federal and state rules and regulations relating to Interconnection and access to Telecommunications facilities and services, nothing contained within this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, trade name trade mark, service mark, trade secret, or other proprietary interest or intellectual property, now or hereafter owned, controlled or licensable by either Party. Nothing in this Agreement shall be construed as the

grant to the other Party of any rights or licenses to trade or service marks.

5.10.2 Subject to Section 5.9.2, each Party (the Indemnifying Party) shall indemnify and hold the other Party (the Indemnified Party) harmless from and against any loss, cost, expense or liability arising out of a claim that the use of facilities of the Indemnifying Party or services provided by the indemnifying Party provided or used pursuant to the terms of this Agreement misappropriates or otherwise violates the intellectual property rights of any third party. In addition to being subject to the provisions of Section 5.9.2, the obligation for indemnification recited in this paragraph shall not extend to infringement which results from (a) any combination of the facilities or services of the Indemnifying Party with facilities or services of any other Person (including the Indemnified Party but excluding the Indemnifying Party and any of its Affiliates), which combination is not made by or at the direction of the Indemnifying Party or (b) any modification made to the facilities or services of the Indemnifying Party by, on behalf of or at the request of the Indemnified Party and not required by the Indemnifying Party. In the event of any claim, the Indemnifying Party may, at its sole option (a) obtain the right for the Indemnified Party to continue to use the facility or service; or (b) replace or modify the facility or service to make such facility or service non-infringing. If the Indemnifying Party is not reasonably able to obtain the right for continued use or to replace or modify the facility or service as provided in the preceding sentence and either (a) the facility or service is held to be infringing by a court of competent jurisdiction or (b) the Indemnifying Party reasonably believes that the facility or service will be held to infringe, the Indemnifying Party shall notify the Indemnified Party and the parties shall negotiate in good faith regarding reasonable modifications to this Agreement necessary to (1) mitigate damage or comply with an injunction which may result from such infringement or (2) allow cessation of further infringement. The Indemnifying Party may request that the Indemnified Party take steps to mitigate damages resulting from the infringement or alleged infringement including, but not limited to, accepting modifications to the facilities or services, and such request shall not be unreasonably denied.

5.10.3 To the extent required under applicable federal and state law, Qwest shall use its best efforts to obtain, from its vendors who have licensed intellectual property rights to Qwest in connection with facilities and services provided hereunder, licenses under such intellectual property rights as necessary for WSP to use such facilities and services as contemplated hereunder and at least in the same manner used by Qwest for the facilities and services provided hereunder. Qwest shall notify WSP immediately in the event that Qwest believes it has used its best efforts to obtain such rights, but has been unsuccessful in obtaining such rights.

5.10.3.1 Qwest covenants that it will not enter into any licensing agreements with respect to any Qwest facilities, equipment or services, including software, that contain provisions that would disqualify WSP from using or interconnecting with such facilities, equipment or services, including software, pursuant to the terms of this Agreement. Qwest warrants and further covenants that it has not and will not knowingly modify any existing license agreements for any network facilities, equipment or services, including software, in whole or in part for the purpose of disqualifying WSP from using or interconnecting with such facilities, equipment or services, including software, pursuant to the terms of this Agreement. To the extent that providers of facilities, equipment, services or software in Qwest's network provide Qwest with indemnities covering intellectual property liabilities and those indemnities allow a flow-through of protection to third parties, Qwest shall flow those indemnity protections through to WSP.

5.10.4 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, trade name, trade secret or any other intellectual property right now or hereafter owned, controlled or licensable by either Party. Neither Party may use any patent, copyright, logo, trademark, trade name, trade secret or other intellectual property rights of the other Party or its Affiliates without execution of a separate agreement between the Parties.

5.10.5 Neither Party shall without the express written permission of the other Party, state or imply that: 1) it is connected, or in any way affiliated with the other or its Affiliates; 2) it is part of a joint business association or any similar arrangement with the other or its Affiliates; 3) the other Party and its Affiliates are in any way sponsoring, endorsing or certifying it and its goods and services; or 4) with respect to its marketing, advertising or promotional activities or materials, the resold goods and services are in any way associated with or originated from the other or any of its Affiliates. Nothing in this paragraph shall prevent either Party from truthfully describing the Network Elements it uses to provide service to its End User Customers, provided it does not represent the Network Elements as originating from the other Party or its Affiliates in any marketing, advertising or promotional activities or materials.

5.10.6 Intentionally Left Blank.

5.10.7 Qwest and WSP each recognize that nothing contained in this Agreement is intended as an assignment or grant to the other of any right, title or interest in or to the trademarks or service marks of the other (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 of the other and is not assignable. Neither Party will do anything inconsistent with the other's ownership of their respective Marks, and all rights, if any, that may be acquired by use of the Marks shall inure to the benefit of their respective Owners. The Parties shall comply with all Applicable Law governing Marks worldwide and neither Party will infringe the Marks of the other.

5.11 Warranties

5.11.1 EXCEPT AS EXPRESSLY SET FORTH IN 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 AND THAT ALL PRODUCTS AND SERVICES PROVIDED HEREUNDER ARE PROVIDED "AS IS," WITH ALL FAULTS.

5.12 Assignment

5.12.1 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. Notwithstanding the foregoing, either Party may assign or transfer this Agreement to a corporate Affiliate or an entity under its common control; without the consent of the other Party, provided that the performance of this Agreement by any such assignee is guaranteed by the assignor. 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.

5.12.2 In the event that Qwest transfers to any unaffiliated Party exchanges including End User Customers that WSP serves in whole or in part through facilities or services provided by

Qwest under this Agreement, the transferee shall be deemed a successor to Qwest's responsibilities hereunder for a period of ninety (90) Days from notice to WSP of such transfer or until such later time as the Commission may direct pursuant to the Commission's then applicable statutory authority to impose such responsibilities either as a condition of the transfer or under such other state statutory authority as may give it such power. In the event of such a proposed transfer, Qwest shall use its best efforts to facilitate discussions between WSP and the Transferee with respect to Transferee's assumption of Qwest's obligations pursuant to the terms of this Agreement.

5.12.3 Nothing in this section is intended to restrict WSP's rights to opt into a Wireless Interconnection Agreement under § 252 of the Act.

5.13 Default

5.13.1 If either Party defaults in the payment of any amount due hereunder, or if either Party violates any other material provision of this Agreement, and such default or violation shall continue for thirty (30) calendar Days after written notice thereof, the other Party may seek relief in accordance with the Dispute Resolution provision of this Agreement. 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.

5.14 Disclaimer of Agency

5.14.1 Except for provisions herein expressly authorizing a Party to act for another, 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.

5.15 Severability

5.15.1 In the event that any one or more of the provisions contained herein shall for any reason be held to be unenforceable or invalid in any respect under law or regulation, the Parties will negotiate in good faith for replacement language as set forth herein. If any part of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will affect only the portion of this Agreement, which is invalid or unenforceable. In all other respects, this Agreement will stand as if such invalid or unenforceable provision had not been a part hereof, and the remainder of this Agreement shall remain in full force and effect.

5.16 Nondisclosure

5.16.1 All information, including but not limited to specifications, microfilm, photocopies, magnetic disks, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data, (i) furnished by one Party to the other Party dealing with business or marketing plans End User Customer specific, facility specific, or usage specific information, other than End User Customer information communicated for the purpose of providing Directory Assistance or publication of Directory

Database, 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) calendar 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. Each Party shall have the right to correct an inadvertent failure to identify information as Proprietary Information by giving written notification within thirty (30) Days after the information is disclosed. The receiving Party shall from that time forward, treat such information as Proprietary Information.

5.16.2 Upon request by the disclosing Party, the receiving Party shall return all tangible copies of Proprietary Information, whether written, graphic or otherwise, except that the receiving Party may retain one copy for archival purposes.

5.16.3 Each Party shall keep all of the other Party's Proprietary Information confidential and will disclose it on a need to know basis only. In no case shall retail marketing, sales personnel, or strategic planning have access to such Proprietary Information. The Parties shall use the other Party's Proprietary Information only in connection with 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.

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

a) was at the time of receipt already known to the receiving Party free of any obligation to keep it confidential evidenced by written records prepared prior to delivery by the disclosing Party; or

b) is or becomes publicly known through no wrongful act of the receiving Party; or

c) 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

d) is independently developed by an employee, agent, or contractor of the receiving Party which individual is not involved in any manner with the provision of services pursuant to the Agreement and does not have any direct or indirect access to the Proprietary Information; or

e) is disclosed to a third person by the disclosing Party without similar restrictions on such third person's rights; or

f) is approved for release by written authorization of the disclosing Party; or

g) is required to be disclosed 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.

5.16.5 Nothing herein is intended to prohibit a Party from supplying factual information

about its network and Telecommunications Services on or connected to its network to regulatory agencies including the Federal Communications Commission and the Commission so long as any confidential obligation is protected. In addition either Party shall have the right to disclose Proprietary Information to any mediator, arbitrator, state or federal regulatory body, the Department of Justice or any court in the conduct of any proceeding arising under or relating in any way to this Agreement or the conduct of either Party in connection with this Agreement, including without limitation the approval of this Agreement, or in any proceedings concerning the provision of InterLATA services by Qwest that are or may be required by the Act. The Parties agree to cooperate with each other in order to seek appropriate protection or treatment of such Proprietary Information pursuant to an appropriate protective order in any such proceeding.

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

5.16.7 Each Party agrees that the disclosing Party could be irreparably injured by a breach of the confidentiality obligations of this Agreement by the receiving Party or its representatives and that the disclosing Party shall be entitled to seek equitable relief, including injunctive relief and specific performance in the event of any breach of the confidentiality provisions of this Agreement. Such remedies shall not be deemed to be the exclusive remedies for a breach of the confidentiality provisions of this Agreement, but shall be in addition to all other remedies available at law or in equity.

5.16.8 Nothing herein should be construed as limiting either Party's rights with respect to its own Proprietary Information or its obligations with respect to the other Party's Proprietary Information under Section 222 of the Act.

5.16.9 Forecasts provided by either Party to the other Party shall be deemed Confidential Information and the Parties may not distribute, disclose or reveal, in any form, this material other than as allowed and described in subsections 5.16.9.1 and 5.16.9.2.

5.16.9.1 The Parties may disclose, on a need to know basis only, WSP individual forecasts and forecasting information disclosed by Qwest, to Qwest's legal personnel in connection with their representation of Qwest in any dispute regarding the quality or timeliness or the forecast as it relates to any reason for which WSP provided it to Qwest under this Agreement, as well as to WSP's wholesale account managers, wholesale LIS product managers, network and growth planning personnel responsible for preparing or responding to such forecasts or forecasting information. In no case shall retail marketing, sales or strategic planning have access to this forecasting information. The Parties will inform all of the aforementioned personnel with access to such Confidential Information, of its confidential nature and will require personnel to execute a nondisclosure agreement which states that, upon threat of termination, the aforementioned personnel may not reveal or discuss such information with those not authorized to receive it except as specifically authorized by law. Violations of these requirements shall subject the personnel to disciplinary action up to and including termination of employment.

5.16.9.1.1 Upon the specific order of the Commission, Qwest may provide the forecast information that WSPs have made available to Qwest under this Agreement, provided that Qwest shall first initiate any procedures necessary to

protect the confidentiality and to prevent the public release of the information pending any applicable Commission procedures and further provided that Qwest provides such notice as the Commission directs to WSP involved, in order to allow it to prosecute such procedures to their completion.

5.16.9.2 The Parties shall maintain confidential forecasting information in secure files and locations such that access to the forecasts is limited to the personnel designated in subsection 5.16.9.1 above and such that no other personnel have computer access to such information.

5.17 Survival

5.17.1 Any liabilities or obligations of a Party for acts or omissions prior to the termination of this Agreement, and any obligation of a Party under the provisions regarding indemnification, Confidential or Proprietary Information, limitations of liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or to be performed after) termination of this Agreement, shall survive cancellation or termination hereof.

5.18 Dispute Resolution

5.18. If any claim, controversy or dispute between the Parties, their agents, employees, officers, directors or affiliated agents should arise, and the Parties do not resolve it in the ordinary course of their dealings (the "Dispute"), then it shall be resolved in accordance with this Section. Each notice of default, unless cured within the applicable cure period, shall be resolved in accordance herewith. Dispute resolution under the procedures provided in this Section 5.18 shall be the preferred, but not the exclusive remedy for all disputes between Qwest and WSP arising out of this Agreement or its breach. Each Party reserves its rights to resort to the Commission or to a court, agency, or regulatory authority of competent jurisdiction. Nothing in this Section 5.18 shall limit the right of either Qwest or WSP, upon meeting the requisite showing, to obtain provisional remedies (including injunctive relief) from a court before, during or after the pendancy of any arbitration proceeding brought pursuant to this Section 5.18. However, once a decision is reached by the Arbitrator, such decision shall supersede any provisional remedy.

5.18.2 At the written request of either Party (the Resolution Request), and prior to any other formal dispute resolution proceedings, each Party shall within seven (7) calendar Days after such Resolution Request designate a vice-presidential level employee or a representative with authority to make commitments to review, meet, and negotiate, in good faith, to resolve the Dispute. The Parties intend that these negotiations be conducted by non-lawyer, business representatives, and the locations, format, frequency, duration, and conclusions of these discussions shall be at the discretion of the representatives. By mutual agreement, the representatives may use other procedures, such as mediation, to assist in these negotiations. The discussions and correspondence among the representatives for the purposes of these negotiations shall be treated as Confidential Information developed for purposes of settlement, and shall be exempt from discovery and production, and shall not be admissible in any subsequent arbitration or other proceedings without the concurrence of both of the Parties.

5.18.3 If the vice-presidential level representatives or the designated representative with authority to make commitments have not reached a resolution of the Dispute within fifteen (15) calendar Days after the Resolution Request (or such longer period as agreed to in writing by the Parties), or if either Party fails to designate such vice-presidential level representative or their

representative with authority to make commitments within seven (7) calendar Days after the date of the Resolution Request, then either Party may request that the Dispute be settled by arbitration. Notwithstanding the foregoing, a Party may request that the Dispute be settled by arbitration two (2) calendar Days after the Resolution Request pursuant to the terms of Section 5.18.3.1. In any case, the arbitration proceeding shall be conducted by a single arbitrator, knowledgeable about the Telecommunications industry unless the Dispute involves amounts exceeding five million ($5,000,000) in which case the proceeding shall be conducted by a panel of three (3) arbitrators, knowledgeable about the Telecommunications industry. The arbitration proceedings shall be conducted under the then-current rules for commercial disputes of the American Arbitration Association (AAA) or J.A.M.S./Endispute, at the election of the Party that initiates dispute resolution under this Section 5.18. Such rules and procedures shall apply notwithstanding any part of such rules that may limit their availability for resolution of a Dispute. The Federal Arbitration Act, 9 U.S.C. Sections 1-16, not state law, shall govern the arbitrability of the Dispute. The arbitrator shall not have authority to award punitive damages. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Each Party shall bear its own costs and attorneys' fees, and shall share equally in the fees and expenses of the arbitrator. The arbitration proceedings shall occur in the Denver, Colorado metropolitan area or in another mutually agreeable location. It is acknowledged that the Parties, by mutual, written agreement, may change any of these arbitration practices for a particular, some, or all Dispute(s). The Party which sends the Resolution Request must notify the Secretary of the Commission of the arbitration proceeding within forty-eight (48) hours of the determination to arbitrate.

5.18.3.1 All expedited procedures prescribed by the AAA or J.A.M.S./Endispute rules, as the case may be, shall apply to Disputes affecting the ability of a Party to provide uninterrupted, high quality services to its End User Customers, or as otherwise called for in this Agreement. A Party may seek expedited resolution of a Dispute if the vice-presidential level representative, or other representative with authority to make commitments, have not reached a resolution of the Dispute within two (2) calendar Days after the Resolution Request. In the event the Parties do not agree that a service affecting Dispute exists, the Dispute resolution shall commence under the expedited process set forth in this Section 5.18.3.1, however, the first matter to be addressed by the Arbitrator shall be the applicability of such process to such Dispute.

5.18.3.2 There shall be no discovery except for the exchange of documents deemed necessary by the Arbitrator to an understanding and determination of the Dispute. Qwest and WSP shall attempt, in good faith, to agree on a plan for such document discovery. Should they fail to agree, either Qwest or WSP may request a joint meeting or conference call with the Arbitrator. The Arbitrator shall resolve any Disputes between Qwest and WSP, and such resolution with respect to the need, scope, manner, and timing of discovery shall be final and binding.

5.18.3.3 Arbitrator's Decision

5.18.3.3.1 The Arbitrator's decision and award shall be in writing and shall state concisely the reasons for the award, including the Arbitrator's findings of fact and conclusions of law.

5.18.3.3.2 An interlocutory decision and award of the Arbitrator granting or denying an application for preliminary injunctive relief may be challenged in a forum of competent jurisdiction immediately, but no later than ten (10) business

days after the appellant's receipt of the decision challenged. During the pendency of any such challenge, any injunction ordered by the Arbitrator shall remain in effect, but the enjoined Party may make an application to the Arbitrator for appropriate security for the payment of such costs and damages as may be incurred or suffered by it if it is found to have been wrongfully enjoined, if such security has not previously been ordered. If the authority of competent jurisdiction determines that it will review, a decision granting or denying an application for preliminary injunctive relief, such review shall be conducted on an expedited basis.

5.18.3.4 To the extent that any information or materials disclosed in the course of an arbitration proceeding contain proprietary, trade secret or Confidential Information of either Party, it shall be safeguarded in accordance with Section 5.16 of this Agreement, or if the Parties mutually agree, such other appropriate agreement for the protection of proprietary, trade secret or Confidential Information that the Parties negotiate. However, nothing in such negotiated agreement shall be construed to prevent either Party from disclosing the other Party's information to the Arbitrator in connection with or in anticipation of an arbitration proceeding, provided, however, that the Party seeking to disclose the information shall first provide fifteen (15) calendar Days notice to the disclosing Party so that that Party, with the cooperation of the other Party, may seek a protective order from the arbitrator. Except as the Parties otherwise agree, or as the Arbitrator for good cause orders, the arbitration proceedings, including hearings, briefs, orders, pleadings and discovery shall not be deemed confidential and may be disclosed at the discretion of either Party, unless it is subject to being safeguarded as proprietary, trade secret or Confidential Information, in which event the procedures for disclosure of such information shall apply.

5.18.4 Should it become necessary to resort to court proceedings to enforce a Party's compliance with the dispute resolution process set forth herein, and the court directs or otherwise requires compliance herewith, then all of the costs and expenses, including its reasonable attorney fees, incurred by the Party requesting such enforcement shall be reimbursed by the non-complying Party to the requesting Party.

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

5.18.6 Nothing in this Section is intended to divest or limit the jurisdiction and authority of the Commission or the FCC as provided by state and federal law.

5.18.7 In the event of a conflict between this Agreement and the rules prescribed by the AAA or J.A.M.S./Endispute, this Agreement shall be controlling.

5.18.8 This Section does not apply to any claim, controversy or Dispute between the Parties, their agents, employees, officers, directors or affiliated agents concerning the misappropriation of use of intellectual property rights of a Party, including, but not limited to, the use of the trademark, trade name, trade dress or service mark of a Party.

5.19 Controlling Law

5.19.1 This Agreement is offered by Qwest and accepted by WSP in accordance with applicable federal law and the state law of [STATE]. It shall be interpreted solely in accordance

with applicable federal law and the state law of [STATE].

5.20 Responsibility for Environmental Contamination

5.20.1 Neither Party shall be liable to the other for any costs whatsoever resulting from the presence or release of any Environmental Hazard that either 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.

5.20.2 In the event any suspect materials within Qwest-owned, operated or leased facilities are identified to be asbestos containing, WSP will ensure that to the extent any activities which it undertakes in the facility disturb such suspect materials, such WSP activities will be in accordance with applicable local, state and federal environmental and health and safety statutes and regulations. Except for abatement activities undertaken by WSP or equipment placement activities that result in the generation of asbestos-containing material, WSP does not have any responsibility for managing, nor is it the owner of, nor does it have any liability for, or in connection with, any asbestos-containing material. Qwest agrees to immediately notify WSP if Qwest undertakes any asbestos control or asbestos abatement activities that potentially could affect WSP personnel, equipment or operations, including, but not limited to, contamination of equipment.

5.21 Notices

5.21.1 Any notices required by or concerning this Agreement shall be in writing and shall be sufficiently given if delivered personally, delivered by prepaid overnight express service, or sent by certified mail, return receipt requested, or by email where specified in this Agreement to Qwest and WSP at the addresses shown below:

Qwest Corporation
Director Interconnection Agreements
1801 California, Room 2410
Denver, CO 80202
Email: Intagree@Qwest.com
Phone: (303)965-3029
Fax: (303)-896-7077

With copy to:

Qwest Law Department
Attention: Corporate Counsel, Interconnection
1801 California Street, 10th Floor
Denver, CO 80202

and to WSP at the address shown below:

[COMPANY]

Name
Address
City/State/Zip
Email :
Phone :
Fax :

If personal delivery is selected to give notice, a receipt acknowledging such delivery must be obtained. Each Party shall inform the other of any change in the above contact Person and/or address using the method of notice called for in this Section 5.21.

5.22 Responsibility of Each Party

5.22.1 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, and (ii) Waste resulting there from 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.

5.23 No Third Party Beneficiaries

5.23.1 The provisions of this Agreement are for the benefit of the Parties and not for any other Person. This Agreement will not provide any Person not a Party to this Agreement with any remedy, claim, liability, reimbursement, claim of action, or other right in excess of those existing by reference in this Agreement.

5.24 Intentionally Left Blank.

5.25 Publicity

5.25.1 Neither Party shall publish or use any publicity materials with respect to the execution and delivery or existence of this Agreement without the prior written approval of the other Party. Nothing in this section shall limit a Party's ability to issue public statements with respect to regulatory or judicial proceedings.

5.26 Executed in Counterparts

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

5.27 Compliance

5.27.1 Each Party shall comply with all applicable federal, state, and local laws, rules and regulations applicable to its performance under this Agreement. Without limiting the foregoing, Qwest and WSP agree to keep and maintain in full force and effect all permits, licenses, certificates, and other authorities needed to perform their respective obligations hereunder.

5.28 Compliance with the Communications Assistance Law Enforcement Act of 1994

5.28.1 Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with the Communications Assistance Law Enforcement Act (CALEA). Each Party shall indemnify and hold the other Party harmless from any and all penalties imposed upon the other Party for such noncompliance and shall at the non-compliant Party's sole cost and expense, modify or replace any equipment, facilities or services provided to the other Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA.

5.29 Cooperation

5.29.1 The Parties agree that this Agreement involves the provision of Qwest services in ways such services were not previously available and the introduction of new processes and procedures to provide and bill such services. Accordingly, the Parties agree to work jointly and cooperatively in testing and implementing processes for pre-ordering, ordering, maintenance, Provisioning and Billing and in reasonably resolving issues which result from such implementation on a timely basis. Electronic processes and procedures are addressed in Section 11 of this Agreement.

5.30 Amendments

5.30.1 Amendments; Waivers. The provisions of this Agreement, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Agreement may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

5.31 Entire Agreement

5.31.1 This Agreement (including the documents referred to herein) constitutes the full and entire understanding and agreement between the parties with regard to the subjects of this Agreement and supersedes any prior understandings, agreements, or representations by or between the parties, written or oral, to the extent they relate in any way to the subjects of this Agreement.

SECTION 6.0 - INTERCONNECTION

6.1 Interconnection Facility Options

6.1.1 This Section describes the Interconnection of Qwest's network and WSP's own network for the purpose of exchanging MTA/Local traffic. Qwest will provide Interconnection at the trunk side of an end office switch. "Interconnection" is as described in the Act and refers to the connection between networks for the purpose of transmission and routing of telephone exchange service traffic and Exchange Access traffic. Interconnection is provided for the purpose of connecting End Office Switches to End Office Switches for the exchange of MTA/Local traffic.

6.1.1.1 Qwest will provide to WSP Interconnection at least equal in quality to that provided to itself, to any subsidiary, affiliate, or any other party to which it provides Interconnection. Qwest will provide Interconnection under rates, terms and conditions that are just, reasonable and non-discriminatory.

6.1.2 Methods of Interconnection

6.1.2.1 The Parties will negotiate the facilities arrangement between their networks. WSP shall establish Type 1 trunk groups to the Qwest End Office in each of the EAS/Local Calling Areas where WSP provides service. The following alternatives are negotiable: (1) an analog DS0, DS1 or DS3 Entrance Facility; or (2) another Carrier.

6.1.2.1.1 Qwest Provided Entrance Facility. Interconnection may be accomplished through the provision of an analog DS0, DS1 or DS3 Entrance Facility. An Entrance Facility extends from the Qwest Serving Wire Center to WSP's switch location or POI. Entrance Facilities may not extend beyond the serving area, by the Qwest Serving Wire Center. The rates for Entrance Facilities are provided in Exhibit A. Qwest's Private Line Transport service is available as an alternative to entrance facilities, when WSP uses such Private Line Transport service for multiple services.

6.1.2.2 Qwest agrees to provide local Interconnection trunk diversity to the same extent it does so in Qwest's local network.

6.2 Exchange of Traffic

6.2.1 Description

6.2.1.1 Reciprocal traffic exchange addresses the exchange of traffic between WSP's network and Qwest's network. Reciprocal traffic exchange covered by this Agreement is for Wireless Interconnection for CMRS Carriers only in association with CMRS two-way services. Other Interconnections are covered by a separate agreement or Tariff. Wireless two-way Interconnection is intended for Wireless to Wireline or Wireline to Wireless, but not Wireline to Wireline communications. For purposes of this Agreement, Fixed Wireless is considered a Wireline architecture. The Wireless Interconnection provided shall not be used to terminate other types of traffic on Qwest's network, such as Wireline originated traffic. Any incidental services (e.g. directory assistance, operator services, etc.) will be billed at the standard rates for those services.

Where either Party interconnects and delivers traffic to the other from third parties, each Party shall bill such third parties the appropriate charges pursuant to its respective Tariffs or contractual offerings for such third party terminations. Unless otherwise agreed to by the Parties, by an amendment to this Agreement, the Parties will directly exchange traffic between their respective networks without the use of third party transit providers.

6.2.1.2 Intentionally Left Blank.

6.2.1.3 The traffic types to be exchanged under this Agreement include:

6.2.1.3.1 Local Traffic as defined in this Agreement.

6.2.1.3.2 Non-Local traffic as defined in this Agreement.

6.2.1.4 Traffic having special billing requirements includes, but are not limited to, the following:

6.2.1.4.1 Directory Assistance

6.2.1.4.2 Intentionally Left Blank

6.2.1.4.3 Toll and Assistance Operator Services

6.2.1.4.4 Toll Free Services; and

6.2.1.4.5 ISP Bound Traffic.

6.2.1.5 Toll Blocking Service is a Selective Class of Call Screening (CustomNet). Selective Class of Call Screening restricts, by operator screen identification, outgoing toll calls from trunks to collect, third party billed, and/or credit card calls only. Direct dialed calls to Directory Assistance, 800/877/888, E911/911, 950, and Qwest Repair are permitted. It is available when WSP sends its traffic on outgoing Ancillary Trunks.

6.2.1.6 Billed Number Screening allows WSP the capability of restricting incoming collect and/or third number billed calls from being billed to their Ancillary Trunks. Although these lines are outgoing trunks, the capability does exist to terminate a collect and/or third number billed call to the line. Other long distance companies may or may not subscribe to Billing Validation or recognize the billed number screening indicator. Therefore, calls placed on other long distance company networks may complete and bill collect and/or third number billed calls to the WSP account. Qwest is not responsible for any calls completed on other long distance company networks.

6.2.2 Wireless Interconnection Requirements

As a part of the Wireless Interconnection requirements, WSP will establish Type 1 trunk groups to the Qwest r End Office Switch(es), as required.

6.2.2.1 Type 1 Interconnections

6.2.2.1.1 Type 1 is an intraLATA/intrastate final route trunk group between a CMRS Point of Interconnection (POI) and a Qwest central office switch.

6.2.2.1.1.1 The Type 1 Interconnection is a trunk side connection with line treatment (except for a 2-wire analog channel, which is available as a line side connection). Each trunk is translated like a line. Qwest provides the following: the transmission medium; signaling and supervision. Maintenance and restoral are provided as detailed in the applicable sections of the state tariffs. Restoral is subject to the terms of the Telecommunications Service Priority System (TSP) for National Security and Emergency Preparedness Telecommunication (FCC #1, Section 10.8.1D)

6.2.2.1.1.2 All Type 1 Services have the following features described in this Section. Blocks of telephone numbers will be assigned to the CMRS provider from an NXX assigned to the Qwest switch which is the Dial Tone End Office of the CMRS provider's switch location. This will usually be the Serving Wire Center (SWC). In the event sufficient numbers are not available to meet the CMRS provider's three year forecast, a new NXX, if practicable, will be assigned to the dial tone office from which numbers will be allocated. All numbers are assigned and administered by Qwest. The CMRS provider performs subadministration (assigning specific numbers to individual subscribers).

6.2.2.1.1.3 Reservation and implementation of numbers will be in blocks of 20 or 100. A nonrecurring charge applies per Section 5.3.4 of the Exchange and Network Services Tariff/Price List/Catalog.

6.2.2.1.1.4 WSP must have a POI within the EAS/Local Calling Area of the designated rate center of the assigned Direct-Inward-Dialing (DID) numbers.

6.2.3 Trunking Requirements

6.2.3.1 The Parties will provide designed Interconnection facilities that meet the same technical criteria and service standards, such as probability of blocking in peak hours and transmission standards, in accordance with current industry standards.

6.2.3.2 Two-way trunk groups will be established wherever possible and where the Qwest switch can support the rating and billing of mobile to land traffic. Separate trunk groups will be established based on billing, signaling, and network requirements.

6.2.3.3 Although, two-way trunk groups are the preferred method of Interconnection, one-way trunk groups may be established. If either Party elects to provision its own one-way trunks for delivery of Local Traffic to be terminated on the other Party's network, the other Party must also provision its own one-way trunks to the extent that traffic volumes warrant.

6.2.3.4 Trunk group connections will be made at a DS1 or multiple DS1 level. Ancillary service trunk groups may be made at either a DS1 or DS0 level.

6.2.3.5 The Parties may elect to purchase transport services from each other or from a third party that has leased the Private Line Transport Service facility from Qwest. Such transport delivers the originating Party's local traffic to the terminating Party's End Office for call termination.

6.2.3.6 Multifrequency Signaling. Inband Multifrequency (MF) wink start signaling will be used with Type 1.

6.2.3.7 Interface Code Availability.

Supervisory signaling specifications, and the applicable network channel interface codes for Type 1 trunks, are the same as those defined in Telcordia Reference Documents GR-145-CORE and BR-795-403-100.

6.2.3.8 Measurement of terminating local Interconnection minutes begins when WSP's MSC receives answer supervision from the called end user's end office. The measurement of terminating call usage over Type 1 trunks ends when WSP's MSC receives disconnect supervision from either the called end user's end office, indicating the call has disconnected, or WSP's Point of Interconnection, whichever is recognized first by the entry switch. This is commonly referred to as "conversation time". Qwest will only charge WSP for actual minutes of use and/or fractions thereof of completed calls. Minutes of use are aggregated at the end of the billing cycle and rounded to the nearest whole minute.

6.2.3.8.1 Where feasible, Qwest will provide as a part of WSP bill, recording and rating of mobile to land traffic exchanged over the Wireless Interconnection. If data necessary for billing is lost, Qwest will estimate usage based on the previous three (3) months' usage.

6.2.4 Terms and Conditions

6.2.4.1 Transport and Termination of Local Traffic.

6.2.4.1.1 Local Traffic will be exchanged as Type 1 Service.

6.2.4.2 Non-Local Traffic

6.2.4.2.1 Non-Local Traffic will be exchanged over Type 1 facilities and usage will be rated using the FCC's Access Tariff and the applicable Switched Access rates.

6.2.4.3 Transit Traffic

6.2.4.3.1 This Agreement does not allow for the exchange of Transit Traffic between each Party's network. If the Parties wish to exchange Transit Traffic, the Parties will enter into a separate amendment to this Agreement.

6.2.4.4 Jointly Provided Switched Access

6.2.4.4.1 This Agreement does not allow for the exchange of Jointly Provided Switched Access traffic between each Party's network. If the Parties

wish to exchange Jointly Provided Switched Access Traffic, the Parties will enter into a separate amendment to this Agreement.

6.2.4.7 Type 1 Forecasting

6.2.4.7.1 Both WSP and Qwest shall work in good faith to define a mutually agreed upon forecast of Type 1 trunking.

6.2.4.7.2 Both Parties shall have the obligation to participate in joint planning meetings at semi-annual intervals to establish trunk design and provisioning requirements. The Parties agree to provide mutual trunk forecast information to ensure End User Customer call completion between the Parties' networks. Such forecasts shall be for Type 1 trunking, which impacts the switch capacity and facilities of each Party.

6.2.4.7.3 Switch capacity growth jobs requiring the addition of new switching modules may require six months for order and install. To align with the timeframe needed to provide for the requested facilities, including engineering, ordering, installation and make ready activities, the Parties will utilize Qwest standard forecast timelines, as defined in the standard Qwest Type 1 Trunk Forecast Forms for growth planning. For capacity growth, Qwest will utilize WSP semi-annual forecasts and near-term demand submitted on Unforecasted Demand Notification Form to ensure availability of switch capacity.

6.2.4.7.4 Each Party will utilize the forecast cycle outlined on the Qwest Type 1 Trunk Forecast Forms, which stipulates that forecasts be submitted on a semi-annual basis. The forecast will identify trunking requirements for a two-year period. From the semi-annual close date as outlined in the forecast cycle, the receiving Party will have one (1) month to determine network needs and place vendor orders which require a six (6) month minimum to complete the network build. Seven (7) months after submission of the initial forecast, Qwest will have the necessary capacity in place to meet the WSP forecast. After the initial Forecast, Qwest will ensure that capacity is available to meet WSP's needs as described in the WSP forecasts.

6.2.4.7.5 Both Parties will follow the forecasting and provisioning requirements of this Agreement for the appropriate sizing of trunks, and use of direct End Office routing.

6.2.4.7.6 In the event of a dispute regarding forecast quantities, the Parties will make capacity available in accordance with the lower forecast, while attempting to resolve the matter informally. If the Parties fail to reach resolution, the Dispute Resolution provision of this Agreement shall apply.

6.2.4.7.7 Joint planning meetings will be used to bring clarity to the process. Qwest shall work cooperatively with WSP in determining proper volumes of Interconnection facilities through joint, cooperative planning sessions. Each Party will provide adequate information associated with the Qwest Type 1 Trunk Forecast Forms in addition to its forecasts. No later than two weeks prior to the joint planning meetings, the Parties shall exchange information to facilitate the planning process. Both Parties shall provide information on major network

projects anticipated for the following year that may impact the other Party's forecast or Interconnection requirements Qwest shall provide WSP a report reflecting then current spare capacity at each Qwest switch that may impact the Interconnection traffic. Qwest shall also provide a report reflecting then current blocking of local direct and alternate final trunk groups, Interconnection and non-Interconnection alike. WSP will be provided Interconnection trunk group data on its own trunks. The information is Qwest-proprietary, provided under non-disclosure and is to be used solely for Interconnection network planning.

6.2.4.7.8 In addition to the above information, WSP shall provide:

(a) Completed Qwest Type 1 Trunk Forecast Forms; and

(b) Any planned use of an alternate Local Tandem Provider.

6.2.4.7.9 In addition to the above information, the following information will be available through the Local Exchange Routing Guide (LERG) or the Interconnections (ICONN) Database. The LERG is available through Telcordia. ICONN is available through the Qwest Web site located at: http://www.qwest.com/cgi-bin/iconn/iconn.pl.

(a) Qwest Tandems and Qwest End Offices (LERG);

(b) CLLI codes (LERG);

(c) Business/Residence line counts (ICONN);

(d) switch type (LERG or ICONN); and

(e) Current and planned switch generics (ICONN).

Qwest will notify WSP six (6) months prior to LERG amendment, the anticipation of a new Local Tandem switch.

6.2.4.7.10 Qwest Network Disclosure of deployment information for specific technical capabilities (e.g., ISDN deployment, 64 CCC, etc.) shall be provided on Qwest's web site, http://www.qwest.com/disclosures.

6.2.4.7.11 When appropriate, Qwest will notify WSP through the Qwest Trunk Group Servicing Request (TGSR) process of the need to take action and place orders in accordance with the forecasted trunk requirements. WSP shall respond to the TGSR within ten (10) business Days of receipt.

6.2.4.7.12 The following terms shall apply to the forecasting process:

6.2.4.7.12.1 WSP forecasts shall be provided to Qwest as detailed in the standard Wireless Type 1 Trunk Forecast Form.

6.2.4.7.12.2 WSP forecasts provided to Qwest, information provided by WSP to Qwest outside of the normal forecasting process to modify the forecast, and forecasting information disclosed by Qwest to WSP shall be

deemed Confidential Information and the Parties may not distribute, disclose or reveal, in any form, this material other than as allowed and described in subsections 5.16.9.1 and 5.16.9.2.

6.2.4.7.13 If a trunk group is consistently utilized (trunks required over trunks in service) at less than fifty percent (50%) of rated busy hour capacity each month of any consecutive three (3) month period, Qwest will notify WSP of Qwest's desire to resize the trunk group. Such notification shall include Qwest's information on current utilization levels. If WSP does not submit an ASR to resize the trunk group within thirty (30) calendar Days of the written notification, Qwest may reclaim the unused facilities and rearrange the trunk group. When reclamation does occur, Qwest shall not leave the WSP assigned trunk group with less than twenty five percent (25%) excess capacity. Ancillary trunks are excluded from this treatment.

6.2.4.7.14 Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

6.2.4.7.15 Interconnection facilities provided on a route that involves extraordinary circumstances may be subject to the Construction Charges, as detailed in Section 19 of this Agreement. When Qwest claims extraordinary circumstances exist, it must apply to the Commission for approval of such charges by showing that WSP alone is the sole cause of such construction. Qwest shall initiate such proceeding within ten (10) calendar Days of notifying WSP in writing that it will not construct the requested facilities, or within ten (10) calendar Days of notice from WSP in writing that Qwest must either commence construction of the facilities or initiate such proceeding with the Commission. In this proceeding, Qwest shall not object to using the most expeditious procedure available under state law, rule or regulation. Qwest shall be relieved of its obligation of constructing such facilities during the pendency of the proceeding before the Commission. If the Commission approves such charges, Qwest and WSP will share costs in proportion to each Party's use of the overall capacity of the route involved. Qwest and WSP may also choose to work in good faith to identify and locate alternative routes that can be used to accommodate WSP forecasted build. Extraordinary circumstances include, but are not limited to, natural obstructions such as lakes, rivers, or steep terrain, and legal obstructions such as governmental, federal, Native American or private rights of way. The standard Qwest forecast period of six (6) months may not apply under these circumstances. Construction Charges shall not apply in the event that construction is an augment of an existing route.

6.2.4.8 Testing

6.2.4.8.1 Acceptance Testing. At the time of installation of a Type 1 trunk group, and at no additional charge, acceptance tests will be performed to ensure that the service is operational and meets the applicable technical parameters.

6.2.4.8.2 Testing Capabilities

6.2.4.8.2.1 Type 1 acceptance testing is provided where equipment is available, with the following test lines: seven-digit access to balance (100

type), milliwatt (102 type), nonsynchronous or synchronous, automatic transmission measuring (105 type), data transmission (107 type), loop-around, short circuit, open circuit, and non-inverting digital loopback (108 type), and such other acceptance testing that may be needed to ensure that the service is operational and meets the applicable technical parameters.

6.2.4.8.2.2 In addition to Type 1 acceptance testing, other tests are available (e.g., additional cooperative acceptance testing, automatic scheduled testing, cooperative scheduled testing, manual scheduled testing, and non-scheduled testing) at the applicable rates found in Miscellaneous Charges as listed the applicable tariff, catalog, or price list. Testing fees will be paid by WSP when requesting testing.

6.2.4.8.3 Repair Testing. At the time of repair of a Type 1 trunk group, at no additional charge, tests will be performed to ensure that the service is operational and meets the applicable technical parameters.

6.2.4.9 Mileage Measurement. Where required, the mileage measurement for Type 1 rate elements is determined in the same manner as the mileage measurement for V & H methodology as outlined in NECA Tariff No. 4.

6.3 Reciprocal Compensation

6.3.1 Interconnection Facility Options

6.3.1.1 The Reciprocal Compensation Provisions of this Agreement shall apply to the exchange of Local Traffic between WSP's network and Qwest's network. Where either Party interconnects and delivers traffic to the other from third parties, each Party shall bill such third parties the appropriate charges pursuant to its respective Tariffs, Price Lists or contractual offerings for such third party terminations. Absent a separately negotiated agreement to the contrary, the Parties will directly exchange traffic between their respective networks without the use of third party transit providers.

6.3.1.2 Entrance Facilities and Trunking

6.3.1.2.1 Recurring and nonrecurring rates for Entrance Facilities and trunking are specified in Exhibit A and will apply for those DS0, DS1 or DS3 facilities dedicated to use by Type 1 Service.

6.3.1.2.2 If WSP chooses to use an existing facility purchased as Private Line Transport Service from the state or FCC Access Tariffs, the rates from those Tariffs will apply.

6.3.1.3 Intentionally Left Blank

6.3.1.4 Direct Trunked Transport is available as follows:

6.3.1.4.1 Direct Trunked Transport (DTT) is available between the Serving Wire Center of the POI and Qwest's End Office Switches. The applicable rates are described in Appendix A. DTT facilities are provided as dedicated DS0, DS1

or DS3 facilities.

6.3.1.4.2 Mileage shall be measured for DTT based on V&H coordinates between the Serving Wire Center of the POI and the Qwest End Office.

6.3.1.4.3 Fixed and Per Mile Charges per DS0, DS1 and DS3 are applicable and are defined for DTT in Appendix A of this Agreement.

6.3.2 Trunk Rearrangement Nonrecurring Charges

6.3.2.1 Nonrecurring charges for rearrangement may be assessed by the provider for each Type 1 trunk rearrangement ordered, as identified in Section 5.3.4 of the Exchange & Network Services Tariff.

6.3.3 Miscellaneous Charges

6.3.3.1 Cancellation charges will apply to cancelled Type 1 trunk orders, based upon the critical dates, terms and conditions in accordance with the Access Service Tariff Section 5.2.3, and the Trunk Nonrecurring Charges referenced in this Agreement.

6.3.3.2 Expedite requests for trunk orders are allowed. Expedites are requests for intervals that are shorter than the interval defined in Qwest's Service Interval Guide (SIG) or Individual Case Basis (ICB) due date. Charges as set forth in State Access Tariffs apply for expedites.

6.3.3.3 Construction charges are described in Section 19 and charges are contained in Exhibit A of this Agreement.

6.3.3.4 "Other Miscellaneous Charges will be applied as discussed in the definition of Miscellaneous Charges."

6.3.4 Multiplexing

6.3.4.1 Multiplexing options (DS1/DS3 MUX) are available at rates described in Exhibit A.

6.3.5 Channel Performance

6.3.5.1 Conditioning to extend signaling on a two-wire analog channel when the Serving Wire Center is not the Dial Tone Office.

6.3.6 Connectivity

6.3.6.1 Connectivity The equipment at the Dial Tone Office which connects the channel to the Company's switch.

6.3.7 Dial Outpulsing

6.3.7.1 Dial Outpulsing Analog or digital equipment at the Dial Tone Office which transmits the digits of the dialed number to the Carrier on land to mobile calls.

6.3.8 Facilities Credit

6.3.8.1 When WSP leases facilities from Qwest for Entrance Facility (EF), Direct Trunked Transport (DTT) and Multiplexing, Qwest's charges shall be adjusted to account for the portion of the facility used to transport traffic originated by Qwest's End User Customers to WSP, as follows.

6.3.8.1.1 A credit will be calculated by multiplying the sum of the total monthly two way channel facility for the EF, DTT, and multiplexer state specific charges by a Percent Local Usage 2B(PLU 2B) factor of 0.185 (eighteen and one half percent). This PLU 2B factor can be updated every six months subject to review and validation by Qwest, based on a three-month study of actual usage of Qwest originated land to mobile traffic to total traffic exchanged between the Parties. This factor will be supplied to Qwest thirty (30) Days prior to its effective date. If WSP does not supply a new factor, the previous factor will remain in effect until the next update. This credit will be applied each month for the term of this Agreement.

6.3.8.1.2 The Parties agree that the Facilities Credit is intended to apply only to 2-way Type 1 Interconnection facilities.

6.3.9 Local Traffic

6.3.9.1 Bill and Keep

6.3.9.1.2 Each Party shall terminate local and extended area service calls on a mutual exchange of traffic basis, at no charge to the originating provider.

6.3.10 Non-Local Traffic

6.3.10.1 Applicable Qwest Switched Access Tariff rates apply to Non-Local Traffic routed to an End Office. Applicable Qwest Switched Access Tariff rates also apply to InterMTA and Roaming traffic originated by, or terminating to, Qwest. Relevant rate elements could include Direct Trunked Transport, Tandem switching, Tandem Transmission, and Local switching, as appropriate.

6.3.10.2 The completion of Non-Local calls is based on the location of the Wireless subscriber and Qwest landline end user traffic originating and terminating outside of the CMRS defined Local Calling Area and for roaming traffic, the rates found in the applicable interstate Switched Access Tariff are applicable.

6.3.11 Signaling Parameters

6.3.11.1 Inband Multifrequency (MF) wink start signaling will be used with Type 1.

6.4 Ordering

6.4.1 When ordering Type 1 Service, the ordering Party shall specify requirements on the Access Service Request: (ASR) 1) the type and number of Type 1 Interconnection facilities to terminate at the Point of Interconnection in the Serving Wire Center; 2) the type of interoffice

transport, (i.e., Direct Trunked Transport); and 3) any optional features. When the ordering Party requests facilities, routing, or optional features different than those determined to be available, the Parties will work cooperatively in determining an acceptable configuration, based on available facilities, equipment and routing plans.

6.4.2 For each NXX code assigned to WSP by the NANPA, WSP will provide Qwest with the CLLI codes of the Qwest End Office and WSP's Point of Interface to which traffic associated with the NXX will be routed. For NXX codes assigned to existing Type 1 trunk groups, WSP will also provide Qwest with the Qwest assigned Two-Six Code aka Trunk Group Serial Number (TGSN) to which each NXX will be routed.

6.4.3 When WSP has a DS3 Entrance Facility or has purchased a DS3 private line facility, WSP will order the appropriate DS1 facility required and identify the channels of the DS3 to be used to provide circuit facility assignments. Also, if WSP has a DS1 Entrance Facility or has purchased a DS1 private line facility, WSP will be responsible for identification of the DS0 channels of the DS1 private line to be used to provide circuit facility assignment.

6.4.4 A joint planning meeting will precede WSP orders for Type 1 Interconnection at new Points of Interconnection (POIs). These meetings will result in agreement and commitment that both Parties can implement the proposed plan and the transmittal of Access Service Requests (ASRs) to initiate order activity.

6.4.5 Service intervals and due dates for initial establishment of trunking arrangements at each location of Interconnection between the Parties will be determined on an Individual Case Basis.

6.4.6 Service intervals and due dates for the establishment of subsequent trunking arrangements for Interconnection between the Parties, will be in accordance with the guidelines for Type 1 contained in the Wireless Carrier Resource Guide, available on Qwest's web site: http://www.qwest.com/wholesale/pcat/wireless.html.

6.4.7 WSP may cancel an order for Type 1 service at any time prior to notification by Qwest that service is available for WSP's use, subject to cancellation charges described in State Access Tariffs. If WSP is unable to accept Type 1 Service within thirty (30) calendar Days after the original service date, WSP has the following options:

6.4.7.1 The order for Type 1 Service will be cancelled, and cancellation charges will apply, or Billing for the service will commence.

6.4.7.2 In such instances, the cancellation date or the date billing is to commence, depending on which option is selected by WSP, will be the 31st calendar Day beyond the original service date of the order for Type 1 Service.

SECTION 7.0 - Intentionally Left Blank

SECTION 8.0 - Intentionally Left Blank

SECTION 9.0 - ANCILLARY SERVICES

9.1 Local Number Portability

9.1.1 Managed Cuts

9.1.1.1 Local Number Portability (LNP) is defined by the FCC as the ability of users of Telecommunications Services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one Telecommunications Carrier to another.

9.1.1.2 WSP may order the LNP Managed Cut, as described in Section 9.1.1.3.

9.1.1.2.1 Parties understand that LNP order activity may be coordinated in order to ensure that the end user is provided with uninterrupted service. If the Party porting the telephone number experiences problems with its Port, and needs to delay or cancel the Port, that Party shall notify the other Party immediately. Parties will work cooperatively and take prompt action to delay or cancel the Port in accordance with industry (LNPA's Working Group) accepted procedures to minimize End User Customer service disruptions.

9.1.1.3 LNP Managed Cut: A Managed Cut permits WSP to select a project managed cut for LNP. Managed Cuts are offered on a 24 X 7 basis.

9.1.1.3.1 The date and time for the managed cut requires up-front planning and may need to be coordinated between Qwest and WSP. All requests will be processed on a first come, first served basis and are subject to Qwest's ability to meet a reasonable demand. Considerations such as system downtime, switch upgrades, switch maintenance, and the possibility of other WSPs requesting the same FDT in the same switch (switch contention) must be reviewed. In the event that any of these situations would occur, Qwest will coordinate with WSP for an agreed upon FDT, prior to issuing the Firm Order Confirmation (FOC). In special cases where a FDT must be agreed upon, the interval to reach agreement will not exceed two (2) Days. In addition, standard intervals will apply.

9.1.1.3.2 WSP shall request a Managed Cut by submitting a Local Service Request (LSR) and designating this order as a Managed Cut in the remarks section of the LSR form. WSP must also populate Manual IND field with the letter Y.

9.1.1.3.3 WSP will incur additional charges for the Managed Cut dependent upon the FDT. The rates are based upon whether the request is within Qwest's normal business hours or out of hours. Qwest's normal business hours are 7:00 a.m. to 7:00 p.m., end user local time, Monday through Friday. The rate for Managed Cuts during normal business hours is the standard rate. The rate for Managed Cuts out of hours, except for Sundays and Holidays, is the overtime rate. Sundays and Holidays are at premium rate.

9.1.1.3.4 Charges for Managed Cuts shall be based upon actual hours worked in one half (½) hour increments. Exhibit A of this Agreement contains the rates for Managed Cuts. WSP understands and agrees that in the event WSP

does not make payment for Managed Cuts, unless disputed as permitted under Section 5.4 of the Agreement, Qwest shall not accept any new LSR requests for Managed Cuts.

9.1.1.3.5 Qwest will schedule the appropriate number of employees prior to the cut, normally not to exceed three (3) employees, based upon information provided by WSP. WSP will also have appropriate personnel scheduled for the negotiated FDT. If WSP's information is modified during the cut, and, as a result, non-scheduled employees are required, WSP shall be charged a three (3) hour minimum callout charge per each additional non-scheduled employee. If the cut is either cancelled, or supplemented (supp) to change the due date, within twenty-four (24) hours of the negotiated FDT, WSP will be charged a one person three (3) hour minimum charge. If the cut is cancelled due to a Qwest error or a new due date is requested by Qwest , within twenty-four (24) hours of the negotiated FDT, Qwest may be charged by WSP one person three (3) hour minimum charge as set forth in Exhibit A.

9.1.1.3.6 In the event that the LNP Managed Cut LNP conversion is not successful, WSP and Qwest agree to isolate and fix the problem in a timeframe acceptable to WSP or the Customer. If the problem cannot be corrected within an acceptable timeframe to WSP or the Customer, WSP may request the restoral of Qwest service for the ported Customer. Such restoration shall begin immediately upon request. If WSP is in error then a supplemental order shall be provided to Qwest. If Qwest is in error, no supplemental order or additional order will be required of WSP.

9.1.1.3.7 Qwest shall ensure that any LNP order activity requested in conjunction with a Managed Cut shall be implemented in a manner that avoids interrupting service to the end user, including, without limitation, ensuring that the end user's Qwest Loop will not be disconnected prior to confirmation that telephone number has been successfully ported.

9.1.2 Query Service

9.1.2.1 Qwest shall perform default LNP queries where WSP is unable to perform its own query. WSP shall perform default LNP queries where Qwest is unable to perform its own query. Qwest query services and charges are defined in Qwest's FCC Tariff #1, Section 13.19.1, including End Office and Tandem Default Query Charges which are contained in Tariff Section 13 (Miscellaneous Service).

9.1.2 A Party shall be charged for a LNP query by the other Party only if the Party to be charged is the N-1 carrier and it was obligated to perform the LNP query but failed to do so. Parties are not obligated to perform the LNP query prior to the first Port requested in a NXX.

9.2 911/E911 Service

9.2.1 Compliance with FCC Docket 94-102 necessitates the integration of Wireless calls to the E911network, which is separate from the Type 1 Interconnection. This E911 connectivity must be between the Wireless Carrier's switch and the appropriate 911 selective router and must include provisions for the delivery of the

Wireless End User Customer's call back telephone number and the location of the originating cell tower for Phase I and the X, Y coordinate, within 157 meters, of the calling party in lieu of the originating cell tower location, for Phase II. It is the Wireless Carriers responsibility to arrange for compliance with this section of FCC 94-102. The Parties will cooperate in the joint provision of Wireless E911 service, to include the provisioning of the network and Automatic Location Identification (ALI)) Database, under a separate agreement, which is compliant with the requirements of FCC docket 94-102, when a qualifying Public Safety Answering Point (PSAP) requests such service.

9.3 Intentionally Left Blank.

9.4 Access to Poles, Ducts, Conduits, and Rights of Way

9.4.1 Access to Poles, Ducts, Conduits and Rights of Way see Exhibit D for Terms and Conditions and Exhibit A for rates.

9.5 Construction Charges

9.5.1 Qwest will conduct an individual financial assessment of any request that requires construction of network capacity, facilities, or space.. When Qwest constructs to fulfill WSP's request Qwest will bid this construction on a case-by-case basis. Qwest will charge for the construction through nonrecurring charges and a term agreement for the remaining recurring charge, as described in the Construction Charges Section. When WSP orders the same or substantially similar service available to Qwest End User Customers, nothing in this Section shall be interpreted to authorize Qwest to charge WSP for special construction where such charges are not provided for in a Tariff or where such charges would not be applied to a Qwest End User Customer.

SECTION 10.0 - NETWORK SECURITY

10.1 Protection of Service and Property. Each Party shall exercise the same degree of care to prevent harm or damage to the other Party and any third parties, its employees, agents or End User Customers, or their property as it employs to protect its own personnel, End User Customers and property, etc.

10.2 Each Party is responsible to provide security and privacy of communications. This entails protecting the confidential nature of Telecommunications transmissions between End User Customers during technician work operations and at all times. Specifically, no employee, agent or representative shall monitor any circuits except as required to repair or provide service of any End User Customer at any time. Nor shall an employee, agent or representative disclose the nature of overheard conversations, or who participated in such communications or even that such communication has taken place. Violation of such security may entail state and federal criminal penalties, as well as civil penalties. WSP is responsible for covering its employees on such security requirements and penalties.

10.3 The Parties' Telecommunications networks are part of the national security network, and as such, are protected by federal law. Deliberate sabotage or disablement of any portion of the underlying equipment used to provide the network is a violation of federal statutes with severe penalties, especially in times of national emergency or state of war. The Parties are responsible for covering their employees on such security requirements and penalties.

10.4 Each Party is responsible for the physical security of its employees, agents or representatives. Providing safety glasses, gloves, etc. must be done by the respective employing Party. Hazards handling and safety procedures relative to the Telecommunications environment is the training responsibility of the employing Party. Proper use of tools, ladders, and test gear is the training responsibility of the employing Party.

10.5 In the event that one Party's employees, agents or representatives inadvertently damage or impair the equipment of the other Party, prompt notification will be given to the damaged Party by verbal notification between the Parties' technicians at the site or by telephone to each Party's 24 x 7 security numbers.

10.6 Qwest and WSP employees, agents and vendors will display the identification/access card above the waist and visible at all times.

10.7 Qwest and WSP shall ensure adherence by their employees, agents and vendors to all applicable Qwest environmental health and safety regulations. This includes all fire/life safety matters, OSHA, EPA, Federal, State and local regulations, including evacuation plans and indoor air quality.

10.8 Revenue Protection. Qwest shall make available to WSP all present and future fraud prevention or revenue protection features. These features include, but are not limited to, screening codes, information digits '29' and '70' which indicate prison and COCOT pay phone originating line types respectively; call blocking of domestic, international, 800, 888, 900, NPA-976, 700 and 500 numbers. Qwest shall additionally provide partitioned access to fraud prevention, detection and control functionality within pertinent Operations Support Systems which include but are not limited to LIDB Fraud monitoring systems.

10.8.1 Uncollectable or unbillable revenues resulting from, but not confined to,

Provisioning, maintenance, or signal network routing errors shall be the responsibility of the Party causing such error or malicious acts, if such malicious acts could have reasonably been avoided.

10.8.2 To the extent that incremental costs are directly attributable to a revenue protection capability requested by WSP, those costs will be borne by WSP.

10.8.3 To the extent that either Party is liable to any toll provider for fraud and to the extent that either Party could have reasonably prevented such fraud, the Party who could have reasonably prevented such fraud must indemnify the other for any fraud due to compromise of its network (e.g., clip-on, missing information digits, missing toll restriction, etc.).

10.8.4 If Qwest becomes aware of potential fraud with respect to WSP's accounts, Qwest will promptly inform WSP and, and the direction of WSP, take reasonable action to mitigate the fraud where such action is possible.

10.9 Law Enforcement Interface. Qwest provides emergency assistance to 911 centers and law enforcement agencies seven (7) Days a week/twenty-four (24) hours a Day. Assistance includes, but is not limited to, release of 911 trace and subscriber information; in-progress trace requests; establishing emergency trace equipment, release of information from an emergency trap/trace or *57 trace; requests for emergency subscriber information; assistance to law enforcement agencies in hostage/barricade situations, kidnappings, bomb threats, extortion/scams, runaways and life threats.

10.10 Qwest provides trap/trace, pen register and Title III assistance directly to law enforcement, if such assistance is directed by a court order. This service is provided during normal business hours, Monday through Friday. Exceptions are addressed in the above paragraph. The charges for these services will be billed directly to the law enforcement agency, without involvement of WSP, for any lines served from Qwest Wire Centers or cross boxes.

SECTION 11.0 - ACCESS TO OPERATIONAL SUPPORT SYSTEMS (OSS)

11.1 Description

11.1.1 Qwest has developed OSS interfaces using an electronic gateway solution consistent with the design prescribed by the FCC, Docket 96-98, FCC 96-325, paragraph 527. These gateways act as a mediation or control point between WSP's and Qwest's Operations Systems. These gateways provide security for the interface, protecting the integrity of the Qwest network and its databases. Qwest's operational systems interfaces have been developed to support Pre-ordering, Ordering and Provisioning, Maintenance and Repair and Billing. Included below is a description of the products and functions supported by Qwest OSS interfaces and the technology used by each.

11.2 OSS Support for Pre-Ordering, Ordering and Provisioning

11.2.1 ASR (Access Service Request) Ordering Process

11.2.1.1 Qwest proposes the use of existing systems for orders placed using the ASR (Access Service Request) process. Systems in place today (EXACT) adhere to the existing standards directed by OBF (Ordering and Billing Forum). EXACT has an interface that accepts batch files via ConnectDirect from customers. It is the WSP's responsibility to obtain the appropriate software to access and interface with Qwest systems.

11.2.1.2 An alternative system managed by Qwest is one that customers access via dial-up. This system, TELIS, allows customers to directly input ASRs into a secured database and the customer can manage their ASRs accordingly. TELIS interfaces through a batch file process with EXACT to correctly process ASRs. It is the WSP's responsibility to obtain the appropriate software to access and interface with Qwest systems.

11.2.1.3 Type 1 Interconnection can be ordered electronically via EXACT and TELIS.

11.2.2 Functions

11.2.2.1 Access Service Request (ASR)

11.2.2.1.1 The ASR transaction allows WSP to submit an order.

11.2.2.2 Firm Order Confirmation (FOC)

11.2.2.2.1 Once an ASR is accepted by Qwest, the assigned service order number(s) is returned to WSP. Firm Order Confirmation means that Qwest has received the ASR, issued the order and assigned an order number for tracking. In addition, it identifies the due dates Qwest assigns to the order.

11.2.3 Facility Based EDI Listing Process

11.2.3.1 The Facility Based EDI Listing Process is a single interface from WSP to Qwest. This interface is compliant with OBF ASOG and ANSI ASC X.12 standards, version 4010. This interface enables WSP listing data to be translated and passed into the Qwest listing database. After Qwest's daily batch processing, a Confirmation/Completion record (for every PON provided on input) is returned to WSP via an EDI 855 transaction.

11.2.3.2 Qwest will continue to make improvements to the electronic interfaces as the technology evolves, providing notification to WSP consistent with the provisions of this Section.

11.3 Hours of Operation

11.3.1 Qwest Operational Support Systems will be available to WSP` consistent with the Qwest retail operations and internal processes that support pre-ordering, ordering and provisioning, maintenance and repair, and billing as they are described in this Agreement.

11.4 Billing

11.4.1 For products billed out of the Qwest IABS system, Qwest will utilize the existing CABS/BOS format and technology for the transmission of bills.

11.5 Outputs

11.5.1 IABS Bill - The IABS (Interexchange Access Billing System) Bill includes monthly and one time charges plus a summary of any usage charges. These bills are segmented by product, LATA, billing account number (BAN) and bill cycle. The IABS Bill media is only provided in the following media:

a) Paper

b) NDM (Dedicated Circuit or dial-up)

c) Internet/WEB (read only)

d) Diskette

11.6 Modifications to OSS Interfaces

11.6.1 WSP and Qwest agree to discuss the modification of OSS interfaces based upon evolving standards (e.g., data elements, protocols, transport networks, etc.) and guidelines issued by or referenced by relevant Alliance for Telecommunication Industry Solution (ATIS) Committees. Establishment of new, or changes to industry standards and guidelines will be reviewed on no less than a quarterly basis commencing on the effective date of this Agreement. This review will consider standards and guidelines that have reached final closure as well as those published in final form. Both Parties agree to evaluate evolving standards and determine the relevant modification to be implemented based upon the latest approved version adopted or the latest version reflecting final closure by the relevant ATIS committee or subcommittee. The Parties will use reasonable effort to reach closure upon the necessary changes within no more than three (3) months of initiating each review and to implement the changes within nine (9) months or earlier, if reasonably possible, unless there is agreement to a different

implementation schedule.

11.6.2 In the course of establishing operational ready system interfaces between Qwest and WSP to support local service delivery, WSP and Qwest may need to define and implement system interface specifications that are supplemental to existing standards. WSP and Qwest will submit such specifications to the appropriate standards committee and will work towards its acceptance as a standard.

11.6.3 Release updates will be based on regulatory obligations as dictated by the FCC or Commissions and, as time permits, the agreed to changes requested by the FORUM. Qwest will provide to WSP the features list for modifications to the interface ninety (90) Days prior to any release date. Specifications for interface modifications will be provided to WSP three (3) weeks prior to the release date. WSP is required to upgrade to the current release within six (6) months of the installation date.

11.6.4 This Section constitutes the entirety of the OSS agreement. Nothing beyond what is described herein should be implied or inferred.

11.7 WSP Responsibilities for Implementation of OSS Interfaces

11.7.1 Before any WSP implementation can begin, WSP must completely and accurately provide detailed information needed by Qwest to establish service for WSP.

11.8 Wholesale Services (WS) Systems Help Desk

11.8.1 The WS Systems Help Desk will provide a single point of entry for WSP to gain assistance in areas involving connectivity and File Outputs. These areas are further described below.

11.8.1.1 Connectivity

11.8.1.1.2 Connectivity covers trouble with WSP's access to the Qwest System for modem configuration requirements; T1 configuration and dial in string requirements; firewall access configuration; SecurID configuration; Profile Setup and password verification.

11.8.1.2 File Outputs

11.8.1.2.1 File outputs system errors are limited to IABS Bill and Category 11 Report.

11.8.1.3 The WS Systems Help Desk does not support status or trouble while the Service Order is processing through the ISC.

11.8.1.4 Hours of Operation

11.8.1.4.1 The WS Systems Help Desk is available Monday through Friday, 6:00 a.m. until 8:00 p.m. Mountain Time, excluding Qwest holidays.

11.9 Intentionally Left Blank

11.10 Compensation/Cost Recovery

11.10.1 Recurring and nonrecurring OSS startup charges, as applicable, will be billed at rates set forth in Exhibit A. Any such rates will be consistent with Existing Rules. Qwest shall not impose any recurring or nonrecurring OSS startup charges unless and until the Commission authorizes Qwest to impose such charges and/or approves applicable rates at the completion of appropriate cost docket proceedings.

SECTION 12.0 - MAINTENANCE AND REPAIR

12.1 Service Levels

12.1.1 Qwest will provide repair and maintenance for all services covered by this Agreement in substantially the same time and manner as that which Qwest provides for itself, its End User Customers, its Affiliates, or any other party.

12.1.2 During the term of this Agreement, Qwest will provide necessary maintenance business process support to allow WSP to provide similar service quality to that provided by Qwest to its End User Customers.

12.1.3 Qwest will perform repair service that is substantially the same in timeliness and quality to that which it provides to itself, its End User Customers, its Affiliates, or any other party. Trouble calls from WSP shall receive response time priority that is substantially the same as that provided to Qwest, its End User Customers, its Affiliates, or any other party and shall be handled in a nondiscriminatory manner

12.2 Service Interruptions

12.2.1 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 pursuant to this Agreement 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 the plant of the other Party, its affiliated companies, or its connecting concurring Carriers involved in its services; 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".

12.2.2 If it is confirmed that either Party is causing an Impairment of Service, as set forth in this Section, the Party whose network or service is being impaired (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.

12.2.3 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 repair center for such service.

12.2.4 Each Party shall furnish a trouble reporting telephone number for the designated repair center. This number shall give access to the location where records are normally located and where current status reports on any trouble reports are readily available. If necessary, alternative out-of-hours procedures shall be established to ensure access to a location that is staffed and has the authority to initiate corrective action.

12.2.5 Before either Party reports a trouble condition, it shall use its best efforts to isolate the trouble to the other's facilities.

12.2.5.1 In cases where a trouble condition affects a significant portion of the other's service, the Parties shall assign the same priority provided to other interconnecting WSPs and itself.

12.2.5.2 The Parties shall cooperate in isolating trouble conditions.

12.3 Trouble Isolation

12.3.1 WSP is responsible for its own End User Customer base and will have the responsibility for resolution of any service trouble report(s) from its End User Customers. WSP will perform trouble isolation on services it provides to its End User Customers to the extent the capability to perform such trouble isolation is available to WSP, prior to reporting trouble to Qwest. Qwest will work cooperatively with WSP to resolve trouble reports when the trouble condition has been isolated and found to be in a portion of Qwest's network. Qwest and WSP will report trouble isolation test results to each other. Each Party shall be responsible for the costs of performing trouble isolation on its facilities.

12.3.2 A Maintenance of Service charge shall apply if the trouble is not in Qwest's facilities, including Qwest's facilities leased by WSP. Maintenance of Service charges are set forth in Exhibit A. When trouble is found on Qwest's side of the Point of Interface during the investigation of the initial or repeat trouble report for the same line or circuit within thirty (30) Days, Maintenance of Service charges shall not apply again.

12.4 Work Center Interfaces

12.4.1 Qwest and WSP shall work cooperatively to develop positive, close working relationships among corresponding work centers involved in the trouble resolution processes.

12.5 Misdirected Repair Calls

12.5.1 WSP and Qwest will employ the following procedures for handling misdirected repair calls:

12.5.1.1 WSP and Qwest will provide their respective End User Customers with the correct telephone numbers to call for access to their respective repair bureaus.

12.5.1.2 End User Customers of WSP shall be instructed to report all cases of trouble to WSP. End User Customers of Qwest shall be instructed to report all cases of trouble to Qwest.

12.5.1.3 To the extent the correct provider can be determined, misdirected repair calls will be referred to the proper provider of Basic Exchange Telecommunications Service.

12.5.1.4 WSP and Qwest will provide their respective repair contact numbers to one another on a reciprocal basis.

12.5.1.5 In responding to repair calls, neither Party shall make disparaging

remarks about each other, nor shall they use these repair calls as the basis for internal referrals or to solicit End User Customers to market services. Either Qwest or WSP may respond with accurate information in answering End User Customer questions.

12.6 Major Outages/Restoral/Notification

12.6.1 Qwest will notify WSP of major network outages in substantially the same time and manner as it provides itself, its End User Customers, its Affiliates, or any other party. This notification will be via e-mail to WSP's identified contact. With the minor exception of certain Proprietary Information, Qwest will utilize the same thresholds and processes for external notification as it does for internal purposes. This major outage information will be sent via e-mail on the same schedule as is provided internally within Qwest. The email notification schedule shall consist of initial reports of abnormal condition and estimated restoration time/date, abnormal condition updates, and final disposition. Service restoration will be non-discriminatory, and will be accomplished as quickly as possible according to Qwest and/or industry standards.

12.6.2 Qwest will meet with associated personnel from WSP to share contact information and review Qwest's outage restoral processes and notification processes.

12.6.3 Qwest's emergency restoration process operates on a 7X24 basis.

12.7 Protective Maintenance

12.7.1 Qwest will perform scheduled maintenance of substantially the same quality to that which it provides to itself, its End User Customer, its Affiliates, or any other party.

12.7.2 Qwest will work cooperatively with WSP to develop industry-wide processes to provide as much notice as possible to WSP of pending maintenance activity. Qwest shall provide notice of potentially WSP's End User Customer impacting maintenance activity, to the extent Qwest can determine such impact, and negotiate mutually agreeable dates with WSP in substantially the same time and manner as it does for itself, its End User Customers, its Affiliates, or any other party.

12.7.3 Qwest shall advise WSP of non-scheduled maintenance, testing, monitoring, and surveillance activity to be performed by Qwest on any Services, including, to the extent Qwest can determine, any hardware, equipment, software, or system providing service functionality which may potentially impact WSP and/or WSP's End User Customers. Qwest shall provide the maximum advance notice of such non-scheduled maintenance and testing activity possible, under the circumstances; provided, however, that Qwest shall provide emergency maintenance as promptly as possible to maintain or restore service and shall advise WSP promptly of any such actions it takes.

12.8 Hours of Coverage

12.8.1 Qwest's repair operation is seven days a week, 24 hours a day. Not all functions or locations are covered with scheduled employees on a 7X24 basis. Where such 7X24 coverage is not available, Qwest's repair operations center (always available 7X24) can call-out technicians or other personnel required for the situation.

12.9 Escalations

12.9.1 Qwest will provide trouble escalation procedures to WSP. Such procedures will be substantially the same type and quality as Qwest employs for itself, its End User Customers, its Affiliates, or any other party. Qwest escalations are manual processes.

12.9.2 Qwest repair escalations may be initiated by either calling the trouble-reporting center or through the electronic interfaces. Escalations sequence through five tiers: tester, duty supervisor, manager, director, vice president. The first escalation point if the tester. WSP may request escalation to higher tiers in its sole discretion. Escalation status is available through telephone and the electronic interfaces.

12.10 Dispatch

12.10.1 Qwest will provide maintenance dispatch personnel in substantially the same time and manner as it provides for itself, its End User Customers, its Affiliates, or any other party.

12.10.2 Upon the receipt of a trouble report from WSP, Qwest will follow internal and industry standards to resolve the repair condition. Qwest will dispatch repair personnel on occasion to repair the condition. It will be Qwest's decision whether or not to send a technician out on a dispatch. Qwest reserves the right to make this dispatch decision based on the best information available to it in the trouble resolution process. It is not always necessary to dispatch to resolve trouble. Should WSP require a dispatch when Qwest believes the dispatch is not necessary, appropriate charges will be billed by Qwest to WSP for those dispatch-related costs in accordance with Exhibit A Maintenance of Service charges if Qwest can demonstrate that the dispatch was in fact unnecessary to the clearance of trouble or the trouble is identified to be caused by WSP facilities or equipment.

12.11 Electronic Reporting

12.11.1 WSP may submit Trouble Reports through the Electronic Bonding or GUI interfaces provided by Qwest.

12.11.2 The status of manually reported trouble may be accessed by WSP through electronic interfaces.

12.12 Intervals/Parity

12.12.1 Trouble conditions reported on behalf of WSP will receive commitment intervals in substantially the same time and manner as Qwest provides for itself, its End User Customers, its Affiliates, or any other party.

12.13 Jeopardy Management

12.13.1 Qwest will notify WSP in substantially the same time and manner as Qwest provides this information to itself, its End User Customers, its Affiliates, or any other party that a trouble report commitment (appointment or interval) has been or is likely to be missed. At WSP's option, notification may be sent by email or fax. WSP may telephone Qwest repair center or use the electronic interfaces to obtain jeopardy status.

12.14 Trouble Screening

12.14.1 WSP shall screen and test its End User Customer's trouble reports completely to insure, to the extent possible, that it sends to Qwest only trouble reports that involve Qwest facilities. For services and facilities where the capability to test all or portions of the Qwest network service or facility rest with Qwest, Qwest will make such capability available to WSP to perform appropriate trouble isolation and screening.

12.14.2 Qwest will cooperate with WSP to show WSP how Qwest screens trouble conditions in its own centers, so that WSP will employ similar techniques in its centers.

12.15 Maintenance Standards

12.15.1 Qwest will cooperate with WSP to meet the maintenance standards outlined in this Agreement.

12.15.2 On manually reported trouble, Qwest will inform WSP of repair completion in substantially the same time and manner as Qwest provides to itself, its End User Customers, its Affiliates, or any other party. On electronically reported trouble reports the electronic system will automatically update status information, including trouble completion, across the joint electronic gateway.

12.16 End User Customer Interfaces

12.16.1 WSP will be responsible for all interactions with its End Users Customers including service call handling and notifying its End User Customers of trouble status and resolution.

12.17 Single Point of Contact

12.17.1 Qwest will provide a single point of contact for WSP to report maintenance issues and trouble reports seven days a week, twenty-four hours a day. A single 7X24 trouble reporting telephone number will be provided to WSP for each category of trouble situation being encountered.

12.18 Network Information

12.18.1 Qwest maintains an information database, available to WSP for the purpose of allowing WSP to obtain information about Qwest's NPAs, LATAs, Access Tandems and Central Offices.

12.18.2 This database is known as the ICONN database, available to WSP via Qwest's Web site.

12.18.3 NXX Activity Reports are included in this database.

12.18.4 ICONN is updated in substantially the same time and manner as Qwest updates the same data for itself, its End User Customer, its Affiliates, or any other party.

12.19 Maintenance Windows

12.19.1 Generally, Qwest performs major switch maintenance activities off-hours, during

certain "maintenance windows".

12.19.2 Generally, the maintenance window is between 10:00 p.m. through 6:00 am Monday through Friday, and Saturday 10:00 p.m. through Monday 6:00 am, Mountain Time.

12.19.3 Although Qwest normally does major switch maintenance during the above maintenance window, there will be occasions where this will not be possible.

12.19.4 Planned generic upgrades to Qwest switches are included in the ICONN database, available to WSP via Qwest's Web site.

SECTION 13.0 - ACCESS TO TELEPHONE NUMBERS

13.1 Nothing in this Agreement shall be construed in any manner to limit or otherwise adversely impact either Party's right to request an assignment of any NANP number resources including, but not limited to, Central Office (NXX) Codes pursuant to the Central Office Code Assignment Guidelines published by the Industry Numbering Committee (INC) as INC 95-0407-008 (formerly ICCF 93-0729-010) and Thousand Block (NXX-X) Pooling Administration Guidelines INC 99-0127-023, when these Guidelines are implemented by the FCC or Commission Order. The latest version of the Guidelines will be considered the current standard.

13.2 North American Numbering Plan Administration (NANPA) has transitioned to NeuStar. Both Parties agree to comply with Industry guidelines and Commission rules, including those sections requiring the accurate reporting of data to the NANPA.

13.3 It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the Local Exchange Routing Guide (LERG) to recognize and route traffic to the other Party's assigned NXX or NXX-X codes. Neither Party shall impose any fees or charges 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.

13.4 Each Party is responsible for administering numbering resources assigned to it. Each Party will cooperate to timely rectify inaccuracies in its LERG data. Each Party is responsible for updating the LERG data for NXX codes assigned to its switches. Each Party shall use the LERG published by Telcordia 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.

13.5 Each Party shall be responsible for notifying its End User Customers of any changes in numbering or dialing arrangements to include changes such as the introduction of new NPAs.

SECTION 14.0 - LOCAL DIALING PARITY

14.1 The Parties shall provide local dialing parity to each other as required under Section 251(b)(3) of the Act. Qwest will provide local dialing parity to competing Carriers of telephone Exchange Service and telephone Toll Service, and will permit all such Carriers to have non-discriminatory access to telephone numbers, Operator Services (OS), Directory Assistance (DA), and Directory Listings (DL), with no unreasonable dialing delays. WSP may elect to route all of its End User Customers calls in the same manner as Qwest routes its End User Customers calls, for a given call type (e.g., 0, 0+, 1+, 411), or WSP may elect to custom route its End User Customers' calls differently than Qwest routes its End User Customer's calls. Additional terms and conditions with respect to customized routing are described in this Agreement

SECTION 15.0 - Intentionally Left Blank.

SECTION 16.0 - BONA FIDE REQUEST PROCESS

16.1 Any request for Interconnection or Ancillary service that is not already available as described in other sections of this Agreement, including but not limited to Exhibit F or any other Interconnection Agreement, Tariff or otherwise defined by Qwest as a product or service shall be treated as a Bona Fide Request (BFR). Qwest shall use the BFR Process to determine the terms and timetable for providing the requested Interconnection or Ancillary services and the technical feasibility of new/different points of Interconnection. Qwest will administer the BFR Process in a non-discriminatory manner.

16.2 A BFR shall be submitted in writing and on the appropriate Qwest form for BFRs. WSP and Qwest may work together to prepare the BFR form and either Party may request that such coordination be handled on an expedited basis. This form shall be accompanied by the non-refundable Processing Fee specified in Exhibit A of this Agreement. Qwest will refund on-half of the Processing Fee if the BFR is cancelled within ten (10) business Days of the receipt of the BFR form. The form will request, and WSP will need to provide, the following information, and may also provide any additional information that may be reasonably necessary in describing and analyzing WSP's request:

16.2.1 a technical description of each requested new or different point of Interconnection or Ancillary service;

16.2.2 the desired interface specification;

16.2.3 each requested type of Interconnection or access;

16.2.4 a statement that the Interconnection or Ancillary service will be used to provide a Telecommunications Service;

16.2.5 the quantity requested;

16.2.6 the specific location requested;

16.3 Within two (2) business Days of its receipt, Qwest shall acknowledge receipt of the BFR and in such acknowledgment advise WSP of missing information, if any, necessary to process the BFR. Thereafter, Qwest shall promptly advise WSP of the need for any additional information required to complete the analysis of the BFR. If requested, either orally or in writing, Qwest will provide weekly updates on the status of the BFR.

16.4 Within twenty-one (21) calendar Days of its receipt of the BFR and all information necessary to process it, Qwest shall provide to WSP an analysis of the BFR. The preliminary analysis shall specify Qwest's conclusions as to whether or not the requested Interconnection is technically feasible.

16.5 If Qwest determines during the twenty-one (21) Day period that a BFR does not qualify as an Interconnection or Ancillary service that is required to be provided under the Act or state law, Qwest shall advise WSP as soon as reasonably possible of that fact, and Qwest shall promptly, but in no case later than the twenty-one Day period, provide a written report setting forth the basis for its conclusion.

16.6 If Qwest determines during such twenty-one (21) Day period that the BFR qualifies

under the Act or state law, it shall notify WSP in writing of such determination within ten (10) calendar Days, but in no case later than the end of such twenty-one (21) Day period.

16.7 As soon as feasible, but in any case within forty-five (45) calendar Days after Qwest notifies WSP that the BFR qualifies under the Act, Qwest shall provide to WSP a BFR quote. The BFR quote will include, at a minimum, a description of each Interconnection and Ancillary service, the quantity to be provided, any interface specifications, and the applicable rates (recurring and nonrecurring) including the separately stated development costs and construction charges of the Interconnection Ancillary service and any minimum volume and term commitments required, and the timeframes within which the request will be provisioned.

16.8 A WSP has sixty (60) business Days upon receipt of the BFR quote, to either agree to purchase under the quoted price, or cancel its BFR.

16.9 If WSP has agreed to minimum volume and term commitments under the preceding paragraph, WSP may cancel the BFR or volume and term commitment at any time but may be subject to termination liability assessment or minimum period charges.

16.10 If either Party believes that the other Party is not requesting, negotiating or processing any BFR in good faith, or disputes a determination or quoted price or cost, it may invoke the Dispute Resolution provision of this Agreement.

16.11 All time intervals within which a response is required from one Party to another under this Section are maximum time intervals. Each Party agrees that it will provide all responses to the other Party as soon as the Party has the information and analysis required to respond, even if the time interval stated herein for a response is not over.

16.12 In the event WSP has submitted a Request for an Interconnectionor Ancillary services and Qwest determines in accordance with the provisions of this Section 16 that the request is technically feasible, subsequent requests or orders for substantially similar types of Interconnection or Ancillary services by that WSP shall not be subject to the BFR process. To the extent Qwest has deployed or denied a substantially similar Interconnection or Ancillary services under a previous BFR, a subsequent BFR shall not be required and the BFR application fee shall be refunded immediately. ICB pricing and intervals will still apply for requests that are not yet standard offerings. For purposes of this Section 16.12, a "substantially similar" request shall be one with substantially similar characteristics to a previous request with respect to the information provided pursuant to Subsections 16.2.1 through 16.2.6 of Section 16.2 above. The burden of proof is upon Qwest to prove the BFR is not substantially similar to a previous BFR.

16.13 The total cost charged to WSP shall not exceed the BFR quoted price.

16.14 Upon request, Qwest shall provide WSP with Qwest's supporting cost data and/or studies for the Interconnection or Ancillary service that WSP wishes to order within seven (7) business Days, except where Qwest cannot obtain a release from its vendors within seven (7) business Days, in which case Qwest will make the data available as soon as Qwest receives the vendor release. Such cost data shall be treated as Confidential Information, if requested by Qwest under the non-disclosure sections of this Agreement.

16.15 Qwest shall make available a topical list of the BFRs that it has received with WSPs under this Agreement. The description of each item on that list shall be sufficient to allow

WSP to understand the general nature of the product, service, or combination thereof that has been requested and a summary of the disposition of the request as soon as it is made. Qwest shall also be required upon the request of WSP to provide sufficient details about the terms and conditions of any granted requests to allow WSP to elect to take the same offering under substantially identical circumstances. Qwest shall not be required to provide information about the request initially made by WSP whose BFR was granted, but must make available the same kinds of information about what it offered in response to the BFR as it does for other products or services available under this Agreement. WSP shall be entitled to the same offering terms and conditions made under any granted BFR, provided that Qwest may require the use of ICB pricing where it makes a demonstration to WSP of the need therefore.

SECTION 17.0 - SPECIAL REQUEST PROCESS

17.1 Special Request Process shall be used for the following requests:

17.1.1 Requesting specific product feature(s) be made available by Qwest that are currently available in a switch, but which are not activated.

17.1.2 Requesting specific product feature(s) be made available by Qwest that are not currently available in a switch, but which are available from the switch vendor.

17.2 Any request that requires an analysis of technical feasibility shall be treated as a Bona Fide Request (BFR), and will follow the BFR Process set forth in this Agreement. The BFR process shall be used for, among other things, the following:

17.2.1 Requests for Interconnection not already available as described in this Agreement.

17.3 A Special Request shall be submitted in writing and on the appropriate Qwest form, which is located on Qwest's website. The form must be completely filled out.

17.4 Qwest shall acknowledge receipt of the Special Request within 5 business Days of receipt.

17.5 Qwest shall respond with a preliminary analysis, including costs and timeframes, within 15 business Days of receipt of the Special Request. 17.6 All timeframes will be met unless extraordinary circumstances arise. In such a situation, WSP and Qwest will negotiate a reasonable response timeframe.

SECTION 18.0 - AUDIT PROCESS

18.1 "Audit" shall mean the comprehensive review of:

18.1.1 Data used in the billing process for services performed, including reciprocal compensation, and facilities provided under this Agreement; and

18.1.2 Data relevant to provisioning and maintenance for services performed or facilities provided by either of the Parties for itself or others that are similar to the services performed or facilities provided under this Agreement.

18.2 The data referred to above shall be relevant to any performance indicators that are adopted in connection with this Agreement, through negotiation, arbitration or otherwise. This Audit shall take place under the following conditions:

18.2.1 Either Party may request to perform an Audit.

18.2.2 The Audit shall occur upon thirty (30) business Days written notice by the requesting Party to the non-requesting Party.

18.2.3 The Audit shall occur during normal business hours.

18.2.4 There shall be no more than two Audits requested by each Party under this Agreement in any 12-month period.

18.2.5 The requesting Party may review the non-requesting Party's records, books and documents, as may reasonably contain information relevant to the operation of this Agreement.

18.2.6 The location of the Audit shall be the location where the requested records, books and documents are retained in the normal course of business.

18.2.7 All transactions under this Agreement which are over twenty-four (24) months old will be considered accepted and no longer subject to Audit. The Parties agree to retain records of all transactions under this Agreement for at least 24 months.

18.2.8 Each Party shall bear its own expenses occasioned by the Audit, provided that the expense of any special data collection shall be born by the requesting Party.

18.2.9 The Party requesting the Audit may request that an Audit be conducted by a mutually agreed-to independent auditor. Under this circumstance, the costs of the independent auditor shall be paid for by the Party requesting the Audit.

18.2.10 In the event that the non-requesting Party requests that the Audit be performed by an independent auditor, the Parties shall mutually agree to the selection of the independent auditor. Under this circumstance, the costs of the independent auditor shall be shared equally by the Parties.

18.2.11 The Parties agree that if an Audit discloses error(s), the Party responsible for the error(s) shall, in a timely manner, undertake corrective action for such error(s).

All errors not corrected within thirty (30) business Days shall be escalated to the Vice-President level.

18.3 All information received or reviewed by the requesting Party or the independent auditor in connection with the Audit is to be considered Proprietary Information as defined by this Agreement. The non-requesting Party reserves the right to require any non-employee who is involved directly or indirectly in any Audit or the resolution of its findings as described above to execute a nondisclosure agreement satisfactory to the non-requesting Party. To the extent an Audit involves access to information of other competitors, WSP and Qwest will aggregate such competitors' data before release to the other Party, to insure the protection of the proprietary nature of information of other competitors. To the extent a competitor is an affiliate of the Party being audited (including itself and its subsidiaries), the Parties shall be allowed to examine such affiliates' disaggregated data, as required by reasonable needs of the Audit.

SECTION 19.0 - CONSTRUCTION CHARGES

19.1 Qwest will conduct an individual financial assessment of any request which requires construction of network capacity, facilities, or space for access. When Qwest constructs to fulfill WSP's request, Qwest will bid this construction on a case-by-case basis. Qwest will charge for the construction through non-recurring charges and a term agreement for the remaining recurring charge, as described in the Construction Charges Section of this Agreement. When the WSP orders the same or substantially similar service available to Qwest End User Customers, nothing in this Section shall be interpreted to authorize Qwest to charge WSP for special construction where such charges are not provided for in a Tariff or where such charges would not be applied to a Qwest End User Customer.

SECTION 20.0 - NETWORK STANDARDS

20.1 The Parties recognize that Qwest services and Network Elements have been purchased and deployed, over time, to Telcordia and Qwest technical standards. Specification of standards is built into the Qwest purchasing process, whereby vendors incorporate such standards into the equipment Qwest purchases. Qwest supplements generally held industry standards with Qwest Technical Publications.

20.2 The Parties recognize that equipment vendors may manufacture Telecommunications equipment that does not fully incorporate and may differ from industry standards at varying points in time (due to standards development processes and consensus) and either Party may have such equipment in place within its network. Except where otherwise explicitly stated within this Agreement, such equipment is acceptable to the Parties, provided said equipment does not pose a security, service or safety hazard to persons or property.

20.3 Generally accepted and developed industry standards which the Parties agree to support include, but are not limited to:

20.3.1 Switching

GR-954-CORE LIDB

GR-1428-CORE Toll Free Service

GR-305-CORE

GR-1429-CORE

GR-2863-CORE

FR-64 LATA LSSGR

GR-334-CORE Switched Access Service

TR-NWT-000335 Voice Grade Special Access Services

TR-TSY-000529 Public LSSGR

TR-NWT-000505 LSSGR Call Processing

FR-NWT-000271 OSSGR

TR-NWT-001156 OSSGR Subsystem

SR-TSY-001171 System Reliability Analysis

20.3.2 Transport

Telcordia FR-440

TR-NWT-000499 (TSGR) Transport Systems Generic Requirements

GR-820-CORE Generic Transmission Surveillance; DS1 and DS3 Performance

GR-253-CORE Synchronous Optical Network Systems (SONET)

TR-NWT-000507 Transmission

TR-NWT-000776 NID for ISDN Subscriber Access

TR-INS-000342 High Capacity Digital Special Access Service

ST-TEC-000051 & 52 Telecommunications Transmission Engineering Handbooks Volumes 1 & 2

ANSI T1.102-1993 Digital Hierarchy – Electrical Interface; Annex B

20.3.3 Intentionally Left Blank20.3.4 Local Number Portability

Generic Requirements for SCP Application and GTT Function for Number Portability, ICC LNP Workshop SCP Generic Requirements Subcommittee.

Generic Switching and Signaling Requirements for Number Portability, Version 1.03, ICC LNP Workshop Switch Generic Requirements Subcommittee, September 4, 1996.

Generic Operator Services Switching Requirements for Number Portability, Issue 1.1, Tech Rep, Illinois Number Portability Workshop, 1996.

Number Portability Operator Services Switching Systems (Revision of T1.TRQ.1-1999) T1.TRQ.1-2001

Number Portability Switching Systems (Revision of T1.TRQ.2-1999) T1.TRQ.02-2001

Number Portability Database and Global Title Translation T1.TRQ.03-1999

FCC First Report and Order and Further Notice of Proposed Rulemaking; FCC 96-286; CC Docket 95-116, RM 8535; Released July 2, 1996;

FCC First Memorandum Opinion and Order on Reconsideration; FCC 97-74; CC Docket 95-116, RM 8535; Released March 11, 1997.

FCC Second Report and Order, FCC 97-298; CC Docket 95-116, RM 8535; Released August 18, 1997.

FCC Third Report and Order, FCC 98-82; CC Docket 95-116, RM 8535; Released May 12, 1998.

FCC Wireless LNP deadline to 11/24/03, FCC 02-215; CC Docket 95-116; WT Docket 01-184; Released July 26, 2002.

20.4 The Parties will cooperate in the development of national standards for Interconnection elements as the competitive environment evolves. Recognizing that there are

no current national standards for Interconnection Network Elements, Qwest has developed its own standards for some Network Elements, including:

Expanded Interconnection and Collocation for Private Line Transport and Switched Access Services - #77386

Competitive Local Exchange Carrier Installation/Removal Guidelines - #77390

20.5 Qwest Technical Publications have been developed to support service offerings, inform End User Customers and suppliers, and promote engineering consistency and deployment of developing technologies. Qwest provides all of its Technical Publications at no charge via website: http://www.qwest.com/techpub/.[1]

[1] Qwest now provides all Technical Publications to WSPs for no charge via the internet.

SECTION 21.0 - SIGNATURE PAGE

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

[COMPANY]	**Qwest Corporation**
_____	_____
Signature	Signature
_____	L.T. Christensen
Name Printed/Typed	Name Printed/Typed
_____	Director Interconnection Agreements
Title	Title
_____	_____
Date	Date

Wireless Type 1 Exhibit A
Arizona

Select the appropriate type of contract below. For cost docket changes, leave blank:			EAS / Local Traffic Reciprocal Compensation Election					
New			Reciprocal			Notes		
			Recurring	Recurring per Mile	Non-recurring	REC	REC per Mile	NRC
Interconnection								
6.1 Entrance Facility & Trunking Charges								
6.1.1 Analog 2-Wire Channels								
6.1.1.1	1-Way In (land to mobile)	MTZ1X	$30.20		$262.04	1		1
6.1.1.2	1-Way Out (mobile to land), loop start	MH60X	$30.20		$262.04	1		1
6.1.1.3	1-Way Out, Ground Start	MK60X	$30.20		$262.04	1		1
6.1.1.4	1-Way Out, with Reverse Battery	MTZ0X	$30.20		$262.04	1		1
6.1.2 Analog 4-Wire Channels								
6.1.2.1	1-Way In (land to mobile)	MTJ1X	$72.63		$262.04	1		1
6.1.2.2	1-Way Out (mobile to land), loop start	MTJ0X	$72.63		$262.04	1		1
6.1.2.3	2-Way	MTJCX	$72.63		$262.04	1		1
6.1.3 4-Wire Digital Channels								
6.1.3.1	1-Way In (land to mobile)	M4W1X			$78.40			1
6.1.3.2	1-Way Out (mobile to land), loop start	M4W0X			$78.40			1
6.1.3.3	2-Way	M4WCX			$78.40			1
6.1.4 Interconnection Facility Options								
6.1.4.1 Digital Facility								
6.1.4.1.1	DS1	MF31X	$89.42		$256.87	C		C
6.1.4.1.2	DS3	MF33X	$357.16		$256.87	C		C
6.2 Connectivity								
6.2.1	Analog, per Analog Channel	CK6AX	$18.98			1		
6.2.2	*DS1 Level, per DS1 Facility*	CK61X	$39.12			1		
6.2.3	DS3 Level, per DS3 Facility	CK63X	$196.85			1		
6.2.4	DS3 Level, per DS1 Activated on a DS3 Facility	CK61X	$39.12			1		
6.3 Direct Trunked Transport								
6.3.1 DS0								
6.3.1.1	Over 0 to 8 Miles	JZ3HA XUWH1	$52.27	$0.00		A	A	
6.3.1.2	Over 8 to 25 Miles	JZ3HB XUWH2	$52.27	$0.00		A	A	
6.3.1.3	Over 25 to 50 Miles	JZ3HC XUWH3	$52.27	$0.00		A	A	
6.3.1.4	Over 50 Miles	JZ3HD XUWH4	$52.27	$0.00		A	A	
6.3.2 DS1								
6.3.2.1	Over 0 to 8 Miles	JZ3JA XUWJ1	$35.98	$0.65		C	C	
6.3.2.2	Over 8 to 25 Miles	JZ3JB XUWJ2	$35.99	$0.94		C	C	
6.3.2.3	Over 25 to 50 Miles	JZ3JC XUWJ3	$36.00	$1.75		C	C	
6.3.2.4	Over 50 Miles	JZ3JD XUWJ4	$36.00	$1.59		C	C	
6.3.3 DS3								
6.3.3.1	Over 0 to 8 Miles	JZ3KA XUWK1	$243.17	$13.32		C	C	
6.3.3.2	Over 8 to 25 Miles	JZ3KB XUWK2	$246.16	$15.90		C	C	
6.3.3.3	Over 25 to 50 Miles	JZ3KC XUWK3	$250.66	$22.91		C	C	
6.3.3.4	Over 50 Miles	JZ3KD XUWK4	$249.26	$22.49		C	C	
6.4 Multiplexing								
6.4.1	Intentionally Left Blank							
6.4.2	DS3 to DS1	MXG3X	$228.05		$263.87	A		A
6.5 Dial Outpulsing								
6.5.1	Per Each 1-Way In, Land to Mobile or 2-Way Channel							
6.5.2	Analog 2-Wire	OUPAX			$180.85			1
6.5.3	Analog 4-Wire	OUPDX			$180.85			1
6.3.4	Digital	OUPDX			$180.85			1
6.6 Channel Performance								

		Recurring	Recurring per Mile	Non-recurring	REC	REC per Mile	NRC
6.3.7.1 Loop Start	PM2GG	$8.15			1		
6.3.7.2 Ground Start	PM2HG	$4.97			1		
6.3.7.3 Loop with Reverse Battery	PM2JG	$4.06			1		
6.7 Local Traffic - Bill and Keep							
6.8 Non-Local Traffic		Qwest FCC Switched Access Tariff	Qwest FCC Switched Access Tariff				
9.0 Ancillary Service							
9.1 Local Number Portability							
9.1.1 LNP Queries		See FCC Tariff #1 Sections 13		See FCC Tariff #1 Sections 13			
9.1.2 *LNP Managed Cuts*							
9.1.2.1 Standard Managed Cuts, per person, per Half Hour				$27.31			1
9.1.2.2 Overtime Managed Cuts, per person, per Half Hour				$35.43			1
9.1.2.3 Premium Managed Cuts, per person, per Half Hour				$43.49			1
9.2 Intentionally Left Blank							
9.3 Intentionally Left Blank							
9.4 Access to Poles, Ducts, Conduits and Rights of Way (ROW)							
9.4.1 Pole Inquiry Fee, per Mile				$317.28			2, 5
9.4.2 Innerduct Inquiry Fee, per Mile				$381.38			2, 5
9.4.3 ROW Inquiry Fee				$140.95			2, 5
9.4.4 ROW Document Preparation Fee				$140.95			2, 5
9.4.5 Field Verification Fee, per Pole				$35.24			2, 5
9.4.6 Field Verification Fee, per Manhole				$140.95			2, 5
9.4.7 Planner Verification, per Manhole				$15.72			2, 5
9.4.8 Manhole Verification Inspector per Manhole				$281.90			2, 5
9.4.9 Manhole Make-Ready Inspector, per Manhole				$422.85			2, 5
9.4.10 Intentionally Left Blank							
9.4.11 Pole Attachment Fee, per Foot, per Year							
9.4.11.1 Urban							
9.4.11.1.1 2004 2004		$3.23			4		
9.4.11.1.2 2005 2005		$3.47			4		
9.4.11.2 Non-Urban							
9.4.11.2.1 2004 2004		$4.64			4		
9.4.11.2.2 2005 2005		$5.23			4		
9.4.12 Innerduct Occupancy Fee, per Foot, per Year		$0.36			4		
9.4.13 Access Agreement Consideration				$10.00			2
9.4.14 Make Ready				ICB			3
9.5 Construction Charges		ICB		ICB	3		3
10.0 Intentionally Left Blank							
11.0 Access to Operational Support Systems (OSS) and Maintenance and Repair							
11.1 Development and Enhancements, per Order				Under Development			
11.2 Ongoing Maintenance, per Order				Under Development			
11.3 Daily Usage Record File, per record		No Charge at this time			5, 12		
12.0 Maintenance and Repair							
12.1 Trouble Isolation							
12.1.1 Maintenance of Service for non-Qwest Trouble							
12.1.1.1 Maintenance of Service - Basic				$27.26			A
12.1.1.2 Maintenance of Service - Overtime				$36.41			A
12.1.1.3 Maintenance of Service - Premium				$45.57			A
12.2 Dispatch for non-Qwest Trouble				$83.10			A
13.0 Intentionally Left Blank							
14.0 Intentionally Left Blank							
15.0 Intentionally Left Blank							

		Recurring	Recurring per Mile	Non-recurring	REC	REC per Mile	NRC
16.0 Bona Fide Request Process							
16.1 Processing Fee				$2,367.93			A

NOTES:

Unless otherwise indicated, all rates are pursuant to Arizona Corporation Commission Dockets listed below:

A: Cost Docket T-00000A-00-0194 Phase II Order No. 64922 Effective 6/12/02

C: **Cost Docket T-00000A-00-0194 Phases II & IIa Record Reopened Decision No. 66385 Effective Dates 6/12/02 & 10/6/03**

[1] Rate not addressed in Cost Docket (estimated TELRIC).

[2] Market-based rates

[3] ICB, Individual Case Basis pricing.

[4] Rates per FCC Guidelines.

[5] **Rates for this element will be proposed in Arizona Cost Docket Phase III and may not reflect what will be proposed in Phase III. There may be additional elements designated for Phase III beyond what are reflected here.**

[6] When intrastate tariffed DS3 Private Line Transport (PLTS), Local Interconnection Service (LIS) or EEL share the same PLTS multiplexed DS3, the fraction of DS0's dedicated to LIS, EEL, or intrastate PLTS is divided by 672 and multiplied by the applicable products' DS3 rate elements. The Qwest mechanized implementation team will notify the Qwest Service Delivery LIS process manager of this customer-specific requirement.

[12] Per the terms of the Stipulated Agreement reached November 2001, Qwest will not charge for this element until the Commission has an opportunity to review and approve in Phase III of the cost proceeding.

EXHIBIT 2

Commercial Mobile Radio Services (CMRS) INTERCONNECTION AGREEMENT ARIZONA

Autotel

and

Qwest Corporation

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EXHIBIT A- PRICE LIST

INTERCONNECTION AGREEMENT

This Interconnection Agreement (the "Agreement"), is entered into by and between Autotel, an Nevada corporation, and Qwest Corporation (Qwest), a Colorado corporation, hereinafter collectively, "the Parties," and individually as a "Party,".

WHEREAS, the Parties wish to interconnect their networks for the transmission and routing of telephone exchange service and exchange access; and

WHEREAS, the Parties intend the rates, terms and conditions of this Agreement, and their performance of obligations thereunder, to comply with the Communications Act of 1934, as amended (the "Act"), the Rules and Regulations of the Federal Communications Commission ("FCC"), and the orders, rules and regulations of the Arizona Public Service Commission (the "Commission"); and

WHEREAS, the Parties wish to replace any and all other prior interconnection agreements and arrangements, both written and oral, applicable to the state of Arizona;

Now, therefore, in consideration of the terms and conditions contained herein, Autotel and Qwest hereby mutually agree as follows:

PART A - DEFINITIONS

1. Defined terms

1.1. Certain terms used in this Agreement shall have the meanings as otherwise defined throughout this Agreement. Other terms used but not defined herein will have the meanings ascribed to them in the Act or in the Rules and Regulations of the FCC or the Commission. The Parties acknowledge that other terms appear in this Agreement which are not defined or ascribed as stated above. The Parties agree that any such terms shall be construed in accordance with their customary usage in the Telecommunications industry as of the Effective Date of this Agreement.

1.2. "Act" means the Communications Act of 1934, as amended.

1.3. "Affiliate" is as defined in the Act.

1.4. "Ancillary Traffic" means all traffic destined for ancillary services, or that may have special billing requirements, including, but not limited to the following:

1.4.1. Directory Assistance;

1.4.2. 911;

1.4.3. Operator call termination (busy line interrupt and verify "BLV/BLVI"); and

1.4.4. Information services requiring special billing (e.g., 900 and 950).

1.5. "Business Day(s)" means the days of the week excluding Saturdays, Sundays, and all official legal holidays.

1.6. "Central Office Switches" ("COs") are switching facilities within the public switched Telecommunications network, including, but not limited to:

1.6.1. "Local Switch(es)" are switches from which end-user telephone exchange services are directly connected and offered.

1.6.2. "Tandem Switch(es)" are switches which are used to connect and switch trunk circuits between and among Local Switches.

1.6.3. "Mobile Switching Centers" ("MSCs") are switching facilities in the CMRS network which perform the switching function for the routing of calls among its CMRS subscribers and subscribers in other CMRS or landline networks.

1.7. "Collocation" is as defined by the FCC.

1.8. "Commercial Mobile Radio Services" ("CMRS") is as set forth in 47 C.F.R. Section 20.3.

1.9. "Common Transport" means a interoffice transmission path between a Tandem Switch and Local Switch or between Local Switches. Common transport is shared between multiple customers.

1.10. "Competitive Local Exchange Carrier " ("CLEC") means any entity or person authorized to provide local exchange services in competition with an ILEC.

1.11. "Dedicated Transport" is a interoffice transmission path between wire centers or switches and may pass through one or more intermediate wire centers or switches.

1.12. "Effective Date" is the date the Agreement is approved by the State Commission or deemed approved under Section 252(d)(4).

1.13. "End User Customer" means a third party retail Customer that subscribes to a Telecommunications Service provided by either the Parties or by another Carrier or by two or more Carriers.

1.14. "Electronic Interfaces" means access to operations support systems consisting of pre-ordering, ordering, provisioning, maintenance and repair and billing functions.

1.15. "FCC" means the Federal Communications Commission.

1.16. "Incumbent Local Exchange Carrier" ("ILEC") is any local exchange carrier that was, as of February 8, 1996, deemed to be a member of the Exchange Carrier Association as set forth in 47 C.F.R. Section 69.601(b) of the FCC's regulations.

1.17. "Indirect Traffic" means traffic which is originated by a Party and terminated to a Party in which a third-party Telecommunications Carrier provides the intermediary transiting service. Indirect Traffic does not require a physical interconnection facility between the Parties.

1.18. "Interconnection" means the connection of separate pieces of equipment, transmission facilities, etc. within, between or among networks for the transmission and routing of exchange service and exchange access. The architecture of interconnection may include collocation and/or mid-span meet arrangements.

1.19. "Interexchange Carrier " ("IXC") means a provider of interexchange

Telecommunications Services.

1.20. "InterMTA Traffic." For purposes of reciprocal compensation under this Agreement, InterMTA Traffic means Telecommunications traffic between Qwest and Autotel that, at the beginning of the call, originates in one Major Trading Area but terminates in a different Major Trading Area.

1.21. "IntraLATA Toll Traffic" means Telecommunications traffic as defined in accordance with Qwest's then-current intraLATA toll serving areas to the extent that said traffic originates and terminates within the same LATA.

1.22. "Local Traffic" means, for purposes of reciprocal compensation under this Agreement, Telecommunications traffic between Qwest and Autotel that, at the beginning of the call, originates and terminates within the same MTA, as defined in 47 C.F.R. 24.202.

1.23. "Major Trading Area" ("MTA") refers to the largest FCC-authorized wireless license territory which serves as the definition for local service area for CMRS traffic for purposes of reciprocal compensation under Section 251(b)(5) as defined in 47 C.F.R. 24.202(a).

1.24. "North American Numbering Plan" ("NANP") means the plan for the allocation of unique ten-digit directory numbers consisting of a three-digit area code, a three-digit office code, and a four-digit line number. The plan also extends to format variations, prefixes, and special code applications.

1.25. "Numbering Plan Area" ("NPA" - sometimes referred to as an area code) means the three-digit indicator which is designated by the first three digits of each ten-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs." A "Geographic NPA" is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that Geographic area. A "Non-Geographic NPA," also known as a "Service Access Code (SAC Code)" is typically associated with a specialized Telecommunications Service which may be provided across multiple geographic NPA areas; 500, 800, 900, 700, and 888 are examples of Non-Geographic NPAs.

1.26. "NXX," "NXX Code," "Central Office Code," or "CO Code" is the three-digit switch entity indicator which is defined by the fourth, fifth and sixth digits of a ten-digit telephone number within the NANP.

1.27. "Ordering And Billing Forum" ("OBF") refers to functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS).

1.28. "Parity" means Qwest shall provide services, Network Elements, and functionality on a non-discriminatory basis to Autotel as it provides to its Affiliates or any other entity that obtains such services, Network Elements, and functionality.

1.29. "Point Of Interconnection" ("POI") is the point of demarcation where the networks of Qwest and Autotel interconnect for the exchange of traffic.

1.30 "Rate Center" means a specific geographic point and corresponding geographic area that have been identified by a LEC. NPA-NXX codes that have been assigned to the LEC for its provision of exchange services are

associated with specific Rate Centers for the purpose of rating calls.

1.31 "Rating Point" means the vertical and horizontal ("V&H") coordinates associated with a particular NPA-NXX for rating purposes. The Rating Point need not be in the same location as the switching entity where a telephone number is homed or routed pursuant to the LERG, nor must it be located within the same Rate Center area, but it must be in the same LATA as to which traffic addressed to the relevant NPA is required by Qwest to be routed pursuant to the LERG.

1.32 "Routing Point" means the V&H coordinates that a Telecommunications Carrier has designated as the destination for traffic inbound to services provided by that Telecommunications Carrier that bears a certain NPA-NXX designation. The Routing Point need not be the same as the Rating Point, nor must it be located within the same Rate Center area, but it must be in the same LATA as the NPA-NXX.

1.33 "Serving Wire Center denotes the wire center from which dial tone for local exchange and exchange access would normally be provided to a particular point of access to the Qwest network.

1.34. "Tandem Switching" is as set forth in 47 CFR 51.319 (c) (2).

1.35. "Tariff" means a filing made at the state or federal level for the provision of a Telecommunications Service by a Telecommunications Carrier that provides for the terms, conditions and pricing of that service. Such filing may be required by law or voluntary and may or may not be specifically approved by the Commission or FCC.

1.36. "Telecommunications" is as defined in the Act.

1.37. "Telecommunications Carrier" means any provider of Telecommunications Services as defined in 47 U.S.C., 153, Section 3.

1.38. "Telecommunication Services" is as defined in the Act.

1.39. "Transit Service" means the delivery of traffic by Qwest or Autotel, that originated on one Party's network, transited through the other Party's network, and terminated to a third party Telecommunications Carrier's network.

1.40. "Transit Traffic" means traffic that originated on one Party's network, transited through the other Party's network, and terminated to a third party Telecommunications Carrier's network.

1.41. "Trunk-Side" refers to a Central Office Switch connection that is capable of, and has been programmed to treat the circuit as, connecting to another switching entity or another Central Office Switch.

1.42 "Wire Center" denotes a building or space within a building which serves as an aggregation point on a given carrier's network, where transmission facilities and circuits are connected or switched. Wire center can also denote a building in which one or more Central Offices, used for the provision of basic exchange services and access services, are located.

PART B - GENERAL TERMS AND CONDITIONS

1. Scope of this Agreement

1.1. This Agreement specifies the rights and obligations of each Party with respect to the establishment of rates, terms and conditions for Interconnection with the other's local network under Sections 251 and 252 of the Act ("Interconnection Services"). The Interconnection Services set forth herein address the exchange of traffic between Autotel and Qwest. The Interconnection Services covered by this CMRS Interconnection Agreement are for CMRS carriers only in association with CMRS services. CMRS Interconnection hereunder is intended for CMRS to wireline or wireline to CMRS, but not wireline to wireline communications. Such CMRS Interconnection will not be used to terminate other types of traffic exchanged on the network under the terms and conditions of this Agreement.

1.2. Autotel may also order such other services not covered by this Agreement as the Parties may agree either pursuant to applicable state tariffs or separate agreement ("Non-Interconnection Services"). The rates, terms and conditions for such Non-Interconnection Services shall be as designated in the applicable tariff or separate agreement. Any Ancillary Services (e.g., directory assistance, operator services, etc.) will be billed at the standard rates for those services.

1.3. Qwest shall not discontinue any Interconnection arrangement or Telecommunications Service provided or required hereunder without providing Autotel reasonable notice, but in no case less than thirty (30) days' prior written notice or as otherwise required by law, of such discontinuation of such service or arrangement. Qwest agrees to cooperate with Autotel in any transition resulting from such discontinuation of service and to minimize the impact to customers which may result from such discontinuation of service.

1.4. Qwest will comply with Sections 51.325 through 51.335 of Title 47 of the Code of Federal Regulations as may be amended from time to time, regarding notification for network changes and upgrades.

2. Regulatory Approvals

2.1. This Agreement, and any amendment or modification hereof, will be submitted to the Commission for approval in accordance with Section 252 of the Act. Qwest and Autotel shall use their best efforts to obtain approval of this Agreement by any regulatory body having jurisdiction over this Agreement. In the event any governmental authority or agency rejects any provision hereof, the Parties shall negotiate promptly and in good faith such revisions as may reasonably be required to achieve approval.

2.2. The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the text of the Act and the rules and regulations promulgated thereunder by the FCC and the

Commission as of the Effective Date ("Applicable Rules"). In the event of any amendment to the Act, any effective legislative action or any effective regulatory or judicial order, rule, or regulation which revises, modifies or reverses the Applicable Rules (individually and collectively, "Amended Rules"), either Party may, by providing written notice to the other Party, require that the affected provisions of this Agreement be renegotiated in good faith within sixty (60) days and this Agreement shall be amended accordingly to reflect the pricing, terms and conditions of each such Amended Rules relating to any of the provisions in this Agreement.

2.3. Section 2.2 shall control notwithstanding any other provision of this Agreement to the contrary. Any rates, terms or conditions thus developed or modified shall be substituted in place of those previously in effect and shall be deemed to have been effective under this Agreement as of the effective date established by the Amended Rules. Should the Parties be unable to reach agreement with respect to the applicability of such order or the resulting appropriate modifications to this Agreement within sixty (60) days, either Party may present any such issues to the Commission or the FCC to establish appropriate Interconnection arrangements under the Act in light of the Amended Rules, it being the intent of the Parties that this Agreement shall be brought into conformity with the then current obligations under the Act as determined by the Amended Rules.

2.4. Additional services, beyond those specified herein, requested by either Party relating to the subject matter of this Agreement will be incorporated into this Agreement by written amendment hereto.

3. Term of Agreement

3.1. This agreement shall become effective as of the effective date of Commission approval of this Interconnection Agreement and shall remain in effect for a period of three (3) years, and thereafter this agreement shall continue in full force and effect unless and until a new agreement, addressing all of the terms of this agreement, becomes effective between the Parties. Any Party seeking revision of the agreement shall commence negotiations on a new agreement no later than six (6) months prior to the expiration of the term of this agreement or the agreement shall renew for a one (1) year term.

4. Intentionally Left Blank

5. Audits and Examinations

5.1. As used herein "Audit" shall mean a comprehensive review of services performed under this Agreement. Either Party (the "Requesting Party") may perform one (1) Audit per twelve (12) month period commencing with the Effective Date.

5.2. Upon thirty (30) days written notice by the Requesting Party to the other "Audited Party," Requesting Party shall have the right through its authorized representative to make an Audit, during normal business hours, of any records, accounts and processes which contain information bearing upon the provision of the services provided and performance standards agreed to under this Agreement. Within the above-described thirty (30) day period, the Parties shall reasonably agree upon the scope of the Audit, the documents and processes to be reviewed, and the time, place and manner in which the Audit shall be performed. Audited Party agrees to provide Audit support, including appropriate access to and use of Audited Party's facilities (e.g., conference rooms, telephones, copying machines).

5.3. Each Party, whether or not in connection with an on-site verification review, shall maintain reasonable records for a minimum of twelve (12) months and provide the other Party with reasonable access to such information as is necessary to determine amounts receivable or payable under this Agreement.

5.4. The Parties' right to access information for verification review purposes is limited to data not in excess of twelve (12) months in age. Once specific data has been reviewed and verified, it is unavailable for future reviews; provided however that any items not reconciled at the end of a review will be subject to follow-up review effort; provided further that any retroactive adjustments required subsequent to previously reviewed and verified data will also be subject to follow-up review. Information of either Party involved with a verification review shall be subject to confidentiality provisions of this Agreement.

5.5 Each Party shall bear its own expenses in connection with the conduct of the Audit. The reasonable cost of special data extraction required by the Requesting Party to conduct the Audit will be paid for by the Requesting Party. For purposes of this Section 5.3, a "special data extraction" shall mean the creation of an output record or informational report (from existing data files) that is not created in the normal course of business. If any program is developed to Requesting Party's specifications and at Requesting Party's expense, Requesting Party shall specify at the time of request whether the program is to be retained by Audited Party for reuse for any subsequent Audit.

5.6 Adjustments, credits or payments shall be made and any corrective action shall commence within thirty (30) days from Requesting Party's receipt of the final audit report to compensate for any errors or omissions which are disclosed by such Audit and are agreed to by the Parties. One and one-half percent (1.5%) or the highest interest rate allowable by law for commercial transactions, whichever is lower, shall be assessed and shall be computed by

compounding monthly from the time of the error or omission to the day of payment or credit.

5.7 This Section 5 shall survive expiration or termination of this Agreement for a period of two (2) years after expiration or termination of this Agreement.

6. Intellectual Property Rights

6.1. Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel. It is the responsibility of each Party, at no separate or additional cost to the other Party, to obtain any necessary licenses for the use of the intellectual property of third parties used in a Party's own network.

7. Limitation of liability

7.1. Except as set forth herein, neither Party shall be liable to the other for any indirect, incidental, special or consequential damages arising out of or related to this agreement. However, a Party's lost profits caused by the other Party's breach of this agreement shall be recoverable as direct or consequential damages. Notwithstanding the foregoing limitation, a Party's liability shall not be limited by the provisions of this Section 7 in the event of it's willful or intentional misconduct, including gross negligence, or it's breach of any one or more of its material obligations under this agreement. A Party's liability shall not be limited with respect to its indemnification obligations.

8. Indemnification

8.1. Notwithstanding any limitations in remedies contained in this Agreement, each Party (the "Indemnifying Party") will indemnify and hold harmless the other Party ("Indemnified Party") from and against any loss, cost, claim, liability, damage and expense (including reasonable attorney's fees) to third parties, relating to or arising out of the libel, slander, invasion of privacy, personal injury or death, property damage, misappropriation of a name or likeness, resulting from negligence or willful misconduct by the Indemnifying Party, its employees, agents or contractors in the performance of this Agreement or the failure of the Indemnifying Party to perform its obligations under this Agreement. In addition, the Indemnifying Party will, to the extent of its obligations to indemnify hereunder, defend any action or suit brought by a third party against the Indemnified Party.

8.2 The Indemnified Party will notify the Indemnifying Party promptly in writing of any written claim, lawsuit or demand by third parties for which the Indemnified Party alleges that the Indemnifying Party is responsible under this Section 8 and tender the defense of such claim, lawsuit or demand to the Indemnifying Party. 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.

8.3 The Indemnified Party also will cooperate in every reasonable manner with the defense or settlement of such claim, demand or lawsuit. The Indemnifying Party shall keep the Indemnified Party reasonably and timely apprised of the status of the claim, demand or lawsuit. The Indemnifying Party shall have the right to retain its own counsel, including in house counsel, at its expense, and participate in, but not direct, the defense; provided, however, that if there are reasonable defenses in addition to those asserted by the Indemnifying Party, the Indemnified Party and its counsel may raise and direct such defenses, which shall be at the expense of the Indemnifying Party.

8.4 The Indemnifying Party will not be liable under this Section 8 for settlements or compromises by the Indemnified Party of any claim, demand or lawsuit unless the Indemnifying Party has approved the settlement or compromise in advance or unless the defense of the claim, demand or lawsuit has been tendered to the Indemnifying Party in writing and the Indemnifying Party has failed to timely undertake the defense. In no event shall the Indemnifying Party settle or consent to any judgment pertaining to any action without the prior written consent of the Indemnified Party.

9. Confidentiality and Publicity

9.1. All information which is disclosed by one Party ("Disclosing Party") to the other ("Recipient") in connection with this Agreement, or acquired in the course of performance of this Agreement, shall be deemed confidential and proprietary to the Disclosing Party and subject to this Agreement, such information including but not limited to, orders for services, forecasts, usage information in any form, and Customer Proprietary Network Information ("CPNI") as that term is defined by the Act and the rules and regulations of the FCC or carrier information as defined in 47 U.S.C., Section 222 ("Confidential and/or Proprietary Information").

9.2. For a period of three (3) years from receipt of Confidential Information, Recipient shall (1) use it only for the purpose of performing under this Agreement, (2) hold it in confidence and disclose it only to employees or agents who have a need to know it in order to perform under this Agreement, and (3) safeguard it from unauthorized use or disclosure using no less than the degree of care with which Recipient safeguards its own Confidential Information. No individual who is employed in Recipient's marketing department may have access to Confidential Information.

9.3. Recipient shall have no obligation to safeguard Confidential Information (1) which was in the Recipient's possession free of restriction prior to its receipt from Disclosing Party, (2) which becomes publicly known or available through no breach of this Agreement by Recipient, (3) which is rightfully acquired by Recipient free of restrictions on its disclosure, or (4) which is independently developed by personnel of Recipient to whom the Disclosing Party's Confidential Information had not been previously disclosed. Recipient may disclose Confidential Information if required by law, a court, or governmental agency, provided that Disclosing Party has been notified of the requirement promptly after Recipient becomes aware of the requirement, and provided that Recipient undertakes all lawful measures to avoid disclosing such information until Disclosing Party has had reasonable time to obtain a protective order. Recipient agrees to comply with any protective order that covers the Confidential Information to be disclosed.

9.4. Unless otherwise agreed in writing, neither Party shall publish or use the other Party's logo, trademark, service mark, name, language, pictures, or symbols or words from which the other Party's name may reasonably be inferred or implied in any product, service, advertisement, promotion, or any other publicity matter, except that nothing in this paragraph shall prohibit a Party from engaging in valid comparative advertising. This Section 9.4 shall confer no rights on a Party to the service marks, trademarks and trade names owned or used in connection with services by the other Party or its Affiliates, except as expressly permitted in writing by the other Party.

9.5. Neither Party shall produce, publish, or distribute any press release or other publicity referring to the other Party or its Affiliates, or referring to this Agreement, without the prior written approval of the other Party. Each Party shall obtain the other Party's prior approval before discussing this Agreement in any press or media interviews. In no event shall either Party mischaracterize the contents of this Agreement in any public statement or in any representation to a governmental entity or member thereof.

9.6. Except as otherwise expressly provided in this Section 9, nothing herein shall be construed as limiting the rights of either Party with respect to its customer information under any applicable law, including without limitation Section 222 of the Act.

10. Warranties

10.1. Except as otherwise provided herein, each Party shall perform it's obligations hereunder at a performance level at least equal in quality which it uses for its own operations, or those of its affiliates, but in no event shall a Party use less than reasonable care in the performance of its duties hereunder.

11. Assignment and Subcontracting

11.1 Neither Party may assign, transfer (whether by operation of law or otherwise) or delegate 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; provided, however, 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 under the provisions of this Sections 11 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. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement.

11.2. If any obligation of Qwest under this Agreement is performed by a subcontractor or Affiliate, Qwest shall remain fully responsible for the performance of this Agreement in accordance with its terms and Qwest shall be solely responsible for payments due to its subcontractors.

11.3. If any obligation of Autotel under this Agreement is performed by a subcontractor or Affiliate, Autotel shall remain fully responsible for the performance of this Agreement in accordance with its terms, and Autotel shall be solely responsible for payments due to its subcontractors.

12. Governing Law

12.1. This Agreement shall be governed by and construed in accordance with the Act and the FCC's Rules and Regulations, or a decision of a tribunal with jurisdiction, except insofar as state law may control any aspect of this Agreement, in which case the domestic laws of the state of Arizona, without regard to its conflicts of laws principles, shall govern.

13. Relationship of Parties

13.1. It is the intention of the Parties that each shall be an independent contractor and nothing contained herein shall constitute the Parties as joint venturers, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other.

14. No Third Party Beneficiaries

14.1. The provisions of this Agreement are for the benefit of the Parties hereto and not for any other person, and this Agreement shall not provide any person not a Party hereto with any remedy, claim, liability, reimbursement, right of action, or other right in excess of those existing without reference hereto.

15. Notices

15.1. Except as otherwise provided herein, all notices or other communication hereunder shall be deemed to have been duly given when made in writing and delivered in person, by facsimile, or sent by certified mail, postage prepaid, return receipt requested, on the date the mail is delivered or its delivery attempted to the Parties at the addresses below:

Autotel. 114 N.E. Penn Avenue Bend, Oregon 97701 (541) 389-5286 voice (541) 389-9856 fax	Qwest Corporation Director of Interconnection Compliance 1801 California Street, Room 2410 Denver, Colorado 80202 (303) 896-2707 voice (303) 896-1287 fax

15.2. If personal delivery is selected to give notice, a receipt of such delivery shall be obtained. The address to which notices or communications may be given to either Party may be changed by written notice given by such Party to the other pursuant to this Section 15.

16. Waivers

16.1. No waiver of any provisions of this Agreement and no consent to any default under this Agreement shall be effective unless the same shall be in writing and properly executed by or on behalf of the Party against whom such waiver or consent is claimed.

16.2. No course of dealing or failure of any Party to strictly enforce any term, right, or condition of this Agreement in any instance shall be construed as a general waiver or relinquishment of such term, right or condition.

16.3. Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default.

16.4 By entering into this agreement, neither Party waives any right granted to it pursuant to the Act.

17. Survival

17.1. Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability which at the time of termination had already accrued to the other Party or which thereafter accrues in any respect to any act or omission occurring prior to the termination or from an obligation which is expressly stated in this Agreement to survive termination including but not limited to Sections 5, 6, 7, 8, 9, 10, 11, 21, and 23.

18. Force Majeure

18.1. Neither Party shall be held 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, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, strikes, work stoppage affecting a supplier or unusually severe weather. No delay or other failure to perform shall be excused pursuant to this Section 18 unless delay or failure and consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform. Subject to Section 3 hereof, in the event of any such excused delay in the performance of a Party's obligation(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay. In the event of such delay, the delayed Party shall perform its obligations at a performance level no less than that which it uses for its own operations. In the event of such performance delay or failure by Qwest, Qwest agrees to resume performance in a nondiscriminatory manner and not favor its own provision of Telecommunications Services above that of Autotel.

19. Dispute Resolution Procedures

19.1. The Parties recognize and agree that the Commission has continuing jurisdiction to implement and enforce all terms and conditions of this Agreement. Accordingly, the Parties agree that any dispute arising out of or relating to this Agreement that the Parties themselves cannot resolve may be submitted to the Commission for resolution. Upon such a submission, the Parties agree to seek expedited resolution by the Commission, and shall request that resolution occur in no event later than sixty (60) days from the date of submission of such dispute. During the Commission proceeding each Party shall continue to perform its obligations under this Agreement. Nothing herein shall operate to prevent either Party from seeking relief, including injunctive relief, from a court or agency before, during or after the pendancy of any enforcement proceeding.

19.2. Should it become necessary to resort to court proceedings to enforce a Party's compliance with Section C1 of this agreement, and the court directs or otherwise requires compliance herewith, then all the costs and expenses, including its reasonable attorney fees, incurred by the Party requesting such enforcement shall be reimbursed by the non-complying Party to the requesting Party.

19.3. If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide billing dispute between the Parties, the Party billed (the "Non-Paying Party") shall within sixty (60) days of its receipt of the invoice containing such disputed amount give written notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and

include in such notice the specific details and reasons for disputing each item. The Non-Paying Party shall pay when due all undisputed amounts to the Billing Party. The balance of the Disputed Amount shall thereafter be paid with appropriate late charges, if appropriate, upon final determination of such dispute.

19.4. If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within thirty (30) days after delivery to the Billing Party of notice of the Disputed Amounts, each of the Parties shall appoint a designated representative who has authority to settle the dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives, provided, however, that all reasonable requests for relevant information made by one Party to the other Party shall be honored.

19.5. If the Parties are unable to resolve issues related to the Disputed Amounts within thirty (30) days after the Parties' appointment of designated representatives pursuant to Section 19.4, then either Party may file a complaint with the Commission to resolve such issues or proceed with any other remedy at law or in equity. The Commission may direct payment of any or all funds plus applicable late charges to be paid to either Party.

20. Cooperation on Fraud

20.1. The Parties agree that they shall cooperate with one another to investigate, minimize and take corrective action in cases of fraud.

21. Taxes

21.1. Any federal, state or local excise, license, sales, use, or other taxes or tax-like charges (excluding any taxes levied on income) resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under applicable law, even if the obligation to collect and remit such taxes is placed upon the other Party. Any such taxes shall be shown as separate items on applicable billing documents between the Parties. The Party obligated to collect and remit taxes shall do so unless the other Party provides such Party with the required evidence of exemption. The Party so obligated to pay any such taxes may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery, provided that such Party shall not permit any lien to exist on any asset of the other Party by reason of the contest. The Party obligated to collect and remit taxes shall cooperate fully in any such contest by the other Party by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the

contest.

22. Amendments and Modifications

22.1. No provision of this Agreement shall be deemed waived, amended or modified by either Party unless such a waiver, amendment or modification is in writing, dated, and signed by both Parties.

23. Severability

23.1. Subject to Section 2 - Regulatory Approvals, if any part of this Agreement becomes or is held to be invalid for any reason, such invalidity will affect only the portion of this Agreement which is invalid. In all other respects this Agreement will stand as if such invalid provision had not been a part thereof, and the remainder of the Agreement shall remain in full force and effect.

24. Headings Not Controlling

24.1. The headings and numbering of Sections, Parts and Attachments in this Agreement are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

25. Entire Agreement

25.1. This Agreement, including all Parts and Attachments and subordinate documents attached hereto or referenced herein, all of which are hereby incorporated by reference, constitute the entire matter thereof, and supersede all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter thereof.

26. Counterparts

26.1. This Agreement may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.

27. Successors and Assigns

27.1. This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns.

28. Implementation

28.1. This Agreement sets forth the overall terms and conditions, and standards of performance for services, processes, and systems capabilities that the Parties will provide to each other. The Parties understand that the arrangements and provision of services described in this Agreement shall require technical and operational coordination between the Parties. Accordingly, the Parties may agree to form a team that shall further develop and identify those processes, guidelines, specifications, standards and additional terms and conditions necessary to support the terms of this Agreement.

PART C - INTERCONNECTION AND RECIPROCAL COMPENSATION

1. Interconnection

1.1. Qwest shall provide, for the facilities and equipment of Autotel, Interconnection with Qwest's network, for the transmission and routing of telephone exchange traffic and exchange access traffic.

1.2. Autotel may interconnect its network facilities and equipment to any one (1) or more technically feasible Points of Interconnection (collectively referred to as "POI") within Qwest's network. The level of quality of Interconnection provided by Qwest shall be at a level of quality that is at least equal to that which Qwest provides itself, a subsidiary, an affiliate, or any other party. At a minimum, Qwest shall design interconnection facilities to meet the same technical criteria and service standards that are used within Qwest's network.

1.3. Interconnection Facilities

1.3.1. Interconnection mid-span meet arrangements will be made available to Autotel.

1.3.2. For construction of new wireline mid-span meet facilities for Interconnection, Qwest shall be responsible for constructing fifty percent (50%) of the interconnection facilities or a distance of 50 miles whichever is less. Autotel shall be responsible for constructing fifty percent (50%) of the Interconnection facilities or the distance in excess of 50 miles whichever is greater.

1.3.3. For construction of new microwave mid-span meet facilities for Interconnection, each Party shall be responsible for constructing the facilities at the point of access to the Party's network. Each Party shall be responsible for 50% of the cost of obtaining the FCC license for the microwave facility.

1.3.4. If third party interconnection facilities are used for Interconnection, the POI will be defined as the demarcation between Qwest's facility and the facility of the third party.

1.3.5. If Qwest provided interconnection facilities are used for Interconnection, the POI will be defined as the demarcation between Qwest's facility and Autotel's equipment as long as the end point is within a LATA containing a Qwest Wire Center.

1.4. Interconnection to Qwest is possible with the following types of Interconnection:

1.4.1. Type 1 Interconnection. Type 1 Interconnection is a trunk connection with line treatment at a Local Switch. Each trunk is translated like a line. A Type 1 Interconnection uses multifrequency (MF) , dual tone multifrequency (DTMF), and pulse signaling and will provide Autotel the same access that is available to Qwest End User Customers. Telephone numbers will be assigned to Autotel from an NXX assigned to the Qwest switch in blocks of 100.

1.4.2. Type 2A Interconnection. A Type 2A Interconnection is a trunk-side connection to a Qwest Tandem Switch that uses either MF or SS7 signaling.

1.4.3. Type 2B Interconnection. A Type 2B Interconnection is a trunk-side connection to a Qwest Local Switch that uses either MF or SS7 signaling. A Type 2B Interconnection only provides access to the valid NXX codes served by that Local Switch and cannot be used to reach operator services, 911, or to carry 8YY or 900 traffic.

1.4.4. Type 2C Interconnection. A Type 2C Interconnection is a trunk-side connection to a Qwest 911 selective router that provides access to the Public Safety Answering Point (PSAP).

1.4.5. Type 2D Interconnection. A Type 2D Interconnection is a trunk-side connection directly to a Qwest Operator Services System switch that provides access to operator services call processing capabilities.

1.7. The Parties agree to utilize two-way interconnection facilities where available and technically feasible. Where one-way interconnection facilities are used, the Party sending the traffic over the interconnection facility shall be solely responsible for the cost of that facility.

1.8. Following execution of an appropriate agreement Qwest agrees to provide Autotel with collocation space in its facilities consistent with the Act and FCC rules.

1.9. Following execution of an appropriate agreement Qwest agrees to afford Autotel access to Qwest's poles, ducts, conduits and rights of way Qwest owns or controls, as consistent with the Act and FCC rules.

1.11. Establishing a Rate Center

1.11.1. When Qwest delivers traffic to or receives traffic from Autotel on a Type 2A Interconnection basis, Autotel may establish a Rate Center for each NPA/NXX that is located within the serving area of the Tandem Switch to which Autotel is interconnected when the chosen Rate Center meets the following criteria:

1.11.1.1. it is a Qwest exchange;

1.11.1.2. it is served by the same access Tandem Switch; and

1.11.1.3. it is in the same or a different local calling area than the exchange where the Autotel Interconnection exists.

1.11.2. For Tandem Interconnection, until such time as the assignment of less than whole NPA/NXX codes to each rate center is technically

and economically feasible for a Party, and that Party implements a program for the assignment of less than whole NPA/NXX codes, such Party shall assign whole NPA/NXX codes to each Rate Center.

1.11.3. Autotel will also designate a Rating Point and Routing Point for each NPA/NXX code assigned for Autotel's use. Autotel shall designate one (1) location for each Rate Center area as the Routing Point for the NPA/NXXs assigned for Autotel's use associated with that area, and such Routing Point shall be within the same LATA as the Rate Center area but not necessarily within the Rate Center area itself. Rate center areas may be different for each Party, as appropriate. The Routing Point associated with each NPA/NXX assigned for Autotel's use need not be the same as the corresponding Rate Center point, nor must it be located within the corresponding Rate Center area, nor must there be a unique and separate Routing Point corresponding to each unique and separate Rate Center. Notwithstanding the above, the Routing Point may be in a different LATA than the Rating Point in circumstances where a Routing Point is located in the same Tandem Switch serving territory as the Rating Point.

2. Exchange of Traffic

2.1. Where the Parties interconnect, for the purpose of exchanging traffic between networks, the provision of this Article 2 will apply.

2.2. The Parties agree to establish trunk groups in their interconnected equipment such that interconnection is available to any switching center designated by Autotel, including Local Switches, Tandem Switches, 911 selective routers, and Directory Assistance/Operator Service switches.

2.3. Autotel agrees that it will not transport calls between MTAs during the term of this agreement, therefore the percent local use factor of 100% will be applied to the measured mobile to land minutes terminated on Qwest's network to determine the local minutes of use for which Bill and Keep apply.

2.4. The Parties agree to offer and provide to each other B8ZS Extended Super frame Format ("ES") facilities, where available, capable of voice and data traffic transmission.

2.5. Where available, Qwest will provide and implement all defined and industry supported Signaling System 7 ("SS7") mandatory parameters as well as procedures in accordance with ANSI standards to support SS7 signaling for call setup and delivery for the Interconnection trunks. To the extent Qwest provides ANSI optional parameters for its own use, Qwest shall provide the same to Autotel.

2.7. Where available, Qwest agrees to provide carrier identification parameter ("CIP") within Autotel's SS7 call set-up signaling protocol at no charge.

2.8. Qwest shall support intercompany 64 KBPS clear channel where it provides such capability to its end users.

2.9. Qwest shall promptly furnish to Autotel at Autotel's request, the specific

network information concerning Qwest's network that Autotel requires to determine the most efficient points of access and equipment to use.

3. Types of Traffic and Services

3.1. This Agreement is intended to cover only the rates and terms concerning the exchange of Local Traffic, which includes Transit Traffic, Indirect Traffic and Ancillary Traffic, but only to the extent they are also Local Traffic. Although Non-Local Traffic may pass over the same facilities used for Local Traffic, the rates and terms for the exchange of Non-Local Traffic are handled elsewhere, as referenced in Sections 1.1 and 1.2 of Part B and Section 4.1 of Part C.

3.2. Qwest will provide intermediary Tandem Switching and transport services for Autotel's connection of its end user to a local End User Customer of: (1) CLECs, (2) another incumbent local exchange carrier other than Qwest, (3) IXCs, and (4) other CMRS carriers.

4. Compensation

4.1 Nothing in this section shall prevent either Party from charging its end users applicable tariff or other rates for the services provided to End Users Customers.

4.2. Non-Local Traffic.

4.2.1. Compensation for the termination of Non-Local Traffic and the origination of 8YY traffic between the interconnecting Parties shall be based on the applicable access or other charges in accordance with FCC and Commission Rules and Regulations.

4.2.2. Toll or Special Access code (e.g., 950, 900) traffic originating from line-side connections between Qwest and Autotel will be routed to the assigned PIC for the line connection, or to the appropriate Interexchange Carrier when 10XXX dialing is used. Autotel is not liable to the assigned Interexchange Carrier for any charges occurring from such traffic if Qwest fails to block such access at Autotel's request.

4.2.3 InterMTA toll traffic, switched access, and special access traffic, if separately chargeable, shall be charged the appropriate rate out of Autotel's terminating tariff or via other appropriate meet-point access arrangements. Where exact transport mileage is not available, an average, arrived at by mutual agreement of the parties, will be used.

4.3. Local Traffic. The rates set forth in Exhibit A shall be used for Local Traffic.

4.3.1. Reciprocal Compensation for Local Traffic

4.3.1.1.The Parties shall terminate local traffic on a mutual exchange of traffic basis, at no charge to the originating provider.

4.4. Interconnection may be accomplished through the provision of a Qwest provided DS1 or DS3 Entrance Facility. An Entrance Facility extends from the Qwest Serving Wire Center to the POI. The rates for Entrance Facilities are set forth in Exhibit A.

4.5. When a Party's switch is beyond the serving area of the Serving Wire Center, Dedicated Transport extends the interconnection facility. The Dedicated Transport interoffice facilities can be DS0, DS1, or DS3 digital systems. Dedicated Transport rates are set forth in Exhibit A. Dedicated transport has one-time charges and recurring charges on a fixed basis, and recurring charges on a per mile basis.

4.6. Multiplexing facilities (DS3 to DS1 and DS1 to DS0) are provided at rates set forth in Exhibit A.

4.7. Interconnection Facilities

4.7.1. The Parties agree to utilize two-way interconnection facilities where technically feasible and agree to share proportionately in the costs of those facilities. Where one-way interconnection facilities are used, the Party sending the traffic over the interconnection facility shall be solely responsible for the cost of that interconnection facility.

4.7.2 A Party providing two-way dedicated facilities will charge the other Party, in advance, the rates set forth in Exhibit A for Entrance Facilities, Dedicated Transport and Multiplexing, less 50%.

5. Billing and Payment

5.1. In consideration of the services provided under this Agreement, the Parties shall bill each other and pay the charges set forth in Exhibit A subject to the provisions of Part C, Section 4 hereof. A monthly billing statement with a consistent, regular bill date shall be prepared by both Parties and will reflect the calculation of Reciprocal Compensation, Transit Service and Interconnection Facilities charges.

5.2. Subject to the terms of this Agreement, the Parties shall pay bills/invoices within thirty (30) days from the bill/invoice date if not late charges as

described in Section 5.4 shall apply. If the delivery date of the bill/invoice is more than five (5) business days from the bill/invoice date, the receiving Party shall make payment within thirty (30) days from receipt of the bill/invoice or within forty five (45) says from the bill/invoice date. If the payment due date is a Saturday, Sunday or a designated bank holiday, payment shall be made the next Business Day.

5.3. Billed amounts which are being investigated, queried, or for which claims have been or may be filed ("Disputed Amounts"), are not due for payment until such investigations, claims, or queries have been resolved in accordance with the provisions governing Dispute Resolution, Part B, Section 19 of this Agreement. Either Party has sixty (60) days from the bill date to dispute the charges with the billing Party.

5.4. All amounts due to either party hereunder shall include interest charges of one and a half percent (1.5%) per month, calculated to commence 30 days after the services pertaining to such charges were rendered. Such interest shall accrue and continue until the total amount due, including interest, is paid in full.

5.5. Intentionally Left Blank

5.6. In the event that either Party's data is lost, damaged or destroyed and cannot be recovered, and this results in its inability to determine actual usage, the Parties shall agree upon an estimate of the amount of revenue lost based on the Parties average monthly usage in the preceding three (3) months and shall use the agreed data for settlement of compensation among themselves.

5.7. Invoices with charges set forth in this Agreement shall be sent to:

To Autotel: Autotel.
114 N.E. Penn Avenue
Bend, OR 97701

To Qwest:

5.8. Neither the right to audit nor the right to receive an adjustment shall be affected by any statement to the contrary appearing on checks or otherwise, unless a statement expressly waiving such right appears in writing, is signed by an authorized representative of the Party having such right and is delivered to the other Party in a manner sanctioned by this Agreement.

5.9. If Autotel requires records from Qwest for meet-point billing, Qwest will exchange them in the industry standard format.

5.10. Exchange of Records

5.10.1 Autotel and Qwest agree to exchange records, as necessary, based upon standards mutually agreed to by the Parties. Autotel and Qwest further agree they will work toward implementing a record exchange process in accordance with industry standards.

5.10.2 Autotel and Qwest agree that, until industry standards are developed, they will communicate all billing and record format information through non-industry standard processes. Autotel and Qwest further agree to pursue the development of systems to manage these processes in the future. Upon development of industry standards, both Autotel and Qwest agree to work towards implementation of these standards.

6. INDIRECT AND TRANSIT SERVICES

6.1 Indirect Traffic

6.1.1 Each terminating Party is responsible for billing the originating company for traffic terminated on its respective networks. For Indirect Traffic, the originating Party will provide the originating billing information to the terminating Party if technically feasible. If the originating Party cannot provide the originating billing information to the terminating Party, then the terminating Party must obtain the originating billing information from the third party Telecommunications Carrier providing the Transit Services. The Parties agree to cooperate in industry discussions regarding the costs incurred by the terminating Party in obtaining records from the transiting company, if any. It is each Party's responsibility to enter into appropriate contractual arrangements with the third party Telecommunications Carrier providing the Transit Services in order to obtain the originating billing information from that carrier.

6.2. Transit Services

6.2.1 Transit Traffic. Autotel shall pay a transit rate, comprised of the Tandem Transmission and Tandem Switching rate elements, as set forth in Exhibit A when Autotel uses a Qwest Tandem Switch to terminate Local Traffic to a third party LEC or another carrier. Qwest shall pay Autotel a transit rate equal to the Qwest rate referenced above when Qwest uses a Autotel switch to terminate Local Traffic to a third party LEC or another carrier. The Tandem Transmission rate element does not apply to transited traffic if the transiting Party is collocated with the third party LEC or another carrier to which the traffic is transited.

6.2.2 Each Party acknowledges that the transiting Party does not have any responsibility to pay any third party Telecommunications Carrier charges for termination of any identifiable Transit Traffic from the originating Party. Both Parties reserve the right not to pay such charges on behalf of the originating Party.

PART D - NETWORK MAINTENANCE AND MANAGEMENT

1. General Requirements

1.1. The Parties will work cooperatively to install and maintain a reliable network. The Parties will exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the government, etc.) to achieve this desired reliability. To the extent Qwest is required by the FCC or a Commission to report and apply performance measures; it shall provide those to Autotel.

1.2. Each Party shall provide a twenty-four (24) hour contact number for network traffic management issues to the other's surveillance management center. A fax number must also be provided to facilitate event notifications for planned mass calling events. The Parties shall agree upon appropriate network traffic management control capabilities. The Autotel Network Operations Center ("NOC") is (541)389-5286. The Qwest Network Operations Center is _____.

1.3. Qwest will process Autotel maintenance requests at Parity.

1.4. Notice of Network Event. Each Party has the duty to alert the other Party to any network events that can result or have resulted in service interruption (and schedule acceptable network down time), blocked calls, or negative changes in network performance. Qwest will provide network event notification at Parity.

1.5. Notice of Network Change. In accordance with Part B, Section 1.4 of this Agreement, the Parties agree to provide each other reasonable notice of network changes. This includes the information necessary for the transmission and routing of services using each other's facilities or networks, as well as other changes that would affect the interoperability of those facilities and networks. At a minimum, Qwest shall comply with all applicable FCC and Commission notification requirements. Correct LERG data is considered part of this requirement.

1.6. Qwest will ensure that all applicable alarm systems that support Autotel customers are operational and the support databases are accurate. Qwest will respond to Autotel customer alarms at Parity with response to alarms for its own customers.

1.7. Parties shall provide prior notification of any scheduled maintenance activity performed by the Parties that may be service affecting to the other Party.

2. Restoration of Service in the Event of Outages

1. Qwest shall perform restoration of network elements and services in the event of outages due to equipment failures, human error, fire, natural disaster, acts of God, or similar occurrences at Parity.

3. Service Projections

3.1. Qwest and Autotel may provide a non-binding (2) two-year intercompany trunk forecast. These forecasts shall be updated semi-annually or at other standard intervals as mutually agreed to by both Parties.

4. Quality of Service

4.1. Interconnection quality of service shall be at Parity with that provided by Qwest for its own services.

4.2. A blocking standard of P.01 during the average busy hour shall be maintained for all local Interconnection facilities.

4.3. Autotel and Qwest shall negotiate a process to expedite network augmentations and other orders when initiated by the other Party.

PART E - ACCESS TO TELEPHONE NUMBERS

1. General Requirements

1.1. It is the responsibility of each Party to program and update its own switches to recognize and route traffic to the other Party's assigned NXX codes. Neither Party shall impose fees or charges on the other Party for required programming and switch updating activities.

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

Autotel	**Qwest Corporation**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

		Recurring	Recurring per Mile	Non-Recurring
INTERCONNECTION				
ENTRANCE FACILITIES				
DS1		$89.42		$256.87
DS3		$357.16		$256.87
DEDICATED TRANSPORT				
DSO (Recurring Fixed per Mile)				
Over 0 to 8 Miles		$52.27	$0.00	
Over 8 to 25 Miles		$52.27	$0.00	
Over 25 to 50 Miles		$52.27	$0.00	
Over 50 Miles		$52.27	$0.00	
DS1 (Recurring Fixed per Mile)				
Over 0 to 8 Miles		$35.98	$0.65	
Over 8 to 25 Miles		$35.99	$0.94	
Over 25 to 50 Miles		$36.00	$1.75	
Over 50 Miles		$36.00	$1.59	
DS3 (Recurring Fixed per Mile)				
Over 0 to 8 Miles		$243.17	$13.32	
Over 8 to 25 Miles		$246.16	$15.90	
Over 25 to 50 Miles		$250.66	$22.91	
Over 50 Miles		$249.26	$22.49	
MULTIPLEXING				
DS1 to DS0		$200.08		$268.62
DS3 to DS1		$228.05		$263.87

DEDICATED TRANSPORT NONRECURRING CHARGES				
DSO Interface				
First Trunk				$7.60
Each Additional Trunk				$7.60
Disconnect				$0.53
DS1 Interface				
First Trunk				$7.60
Each Additional Trunk				$7.60
Disconnect				$0.53
DS3 Interface				
First Trunk				$7.60
Each Additional Trunk				$7.60
Disconnect				$0.53
TRANSIT TRAFFIC				
End office Call Termination, per Minute of Use		$0.00097		
Tandem Switched Transport, per Minute of Use		$0.000550		
Tandem Transmission, per Minute of Use (Recurring Fixed and per Mile)				
Over 0 to 8 Miles		0.000790	0.000000	
Over 8 to 25 Miles		0.000790	0.000000	
Over 25 to 50 Miles		0.000790	0.000000	
Over 50 Miles		0.000790	0.000000	