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BEFORE THE ARIZONA CORPORATION COMMISSION

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2005 DEC 13 P 4: 37

AZ CORP COMMISSION
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IN THE MATTER OF THE PETITION OF
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

QWEST'S RESPONSE TO
PETITION FOR ARBITRATION,
INCLUDING MOTION TO
DISMISS

Qwest Corporation ("Qwest"), pursuant to 47 U.S.C. § 252(b)(3) and Arizona Administrative Code ("A.A.C.") R14-2-1505.C, hereby submits its response to the Petition for Arbitration ("Petition") filed by Autotel on November 23, 2005. Qwest moves the Arizona Corporation Commission ("Commission") to dismiss the Petition because (1) the Petition is inappropriate in light of the Commission's Decision No. 67408 ("*Arbitration Decision*"), issued November 2, 2004 in Docket No. T-01051B-04-0152 and the parties' subsequent submission of a signed interconnection agreement on March 16, 2005, which was deemed approved by the Commission pursuant to 47 U.S.C. § 252(e)(4) ("*Approved Agreement*"), and (2) the Petition fails to identify any unresolved issues, and the positions of the parties with respect to unresolved issues and resolved issues in connection with an interconnection agreement between the parties as required by

1 47 U.S.C. § 252(b)(2)(A) and A.A.C. R14-2-1505.B.2.¹

2 **INTRODUCTION AND BACKGROUND**

3 **I. Negotiations Between Qwest and Autotel**

4 Qwest has engaged in interconnection negotiations with Autotel's president and
5 principal, Richard Oberdorfer, pursuant to Sections 251 and 252 of the
6 Telecommunications Act of 1996 ("Act"),² for more than eight years without
7 interconnecting or exchanging traffic with his companies under the terms of an
8 interconnection agreement acceptable to both parties. Initially, negotiations covered the
9 State of Oregon, where Mr. Oberdorfer conducts a wireless telecommunications and
10 paging business through an Oregon corporation, Western Radio Services Co. ("Western").
11 Western has exchanged traffic with Qwest and its predecessors in Oregon for many years
12 under the terms of Qwest's Oregon Radio Common Carrier Tariff.

13 In December 2001, Mr. Oberdorfer expanded his interconnection negotiations with
14 Qwest to include the State of Utah, where Mr. Oberdorfer apparently intends to conduct
15 business through a Nevada corporation, Autotel. Subsequently, Mr. Oberdorfer requested
16 negotiations with Qwest on behalf of Western in Oregon and on behalf of Autotel in
17 Arizona, Colorado and New Mexico. To the best of Qwest's knowledge, Autotel does not
18 do business in Arizona, Colorado, New Mexico or Utah. Autotel is not a certificated
19

20 ¹ Qwest regrets that it is required to file this response and bring these issues before
21 the Commission for decision. Qwest has communicated with Autotel (and its affiliate
22 Western in Oregon) since similar petitions for arbitration were filed in Oregon and Utah
23 urging Autotel and Western to voluntarily withdraw them. Autotel and Western,
24 however, have refused to withdraw them unless Qwest will negotiate a new agreement
25 that disregards the arbitration decisions by the commissions in those states. Autotel
26 claims that Qwest's unwillingness to "negotiate" a new agreement is evidence of its
27 refusal to negotiate in good faith. On the contrary, Autotel's unwillingness to voluntarily
28 withdraw the Petition in light of the *Arbitration Decision* inexcusably imposes a waste of
resources on the Commission and the parties. Although Qwest does not seek sanctions for
Autotel's filing of and refusal to withdraw its Petition, this is certainly the type of case
where sanctions would be warranted.

² P.L. 104-104, 110 Stat. 56 (1996). In this response, sections of the Act will be
referred to by their section numbers as codified in Title 47 of the United States Code.

1 competitive local exchange carrier (“CLEC”) in Arizona and is, therefore, only entitled to
2 enter into a wireless interconnection agreement with Qwest in Arizona.

3 **II. Prior Arbitration in Arizona**

4 Autotel filed a petition for arbitration of an interconnection agreement with Qwest
5 in Arizona on February 27, 2004, which was assigned Docket No. T-01051B-04-0152.
6 Autotel’s original petition identified four issues for arbitration. Qwest responded to the
7 petition, identifying nine additional issues for arbitration. During the course of the
8 arbitration, one of the 13 issues was resolved by the parties.

9 On October 8, 2004, following the filing of extensive testimony and briefs and
10 submission of the matter by the parties, Administrative Law Judge Jane L. Rodda issued
11 her recommended Opinion and Order. On November 2, 2004, following an open meeting
12 at which Autotel did not appear, the Commission issued its *Arbitration Decision* adopting
13 the recommended Opinion and Order. The *Arbitration Decision* directed the parties to
14 modify the interconnection agreement consistent with the Commission’s decision and
15 submit it within 30 days.

16 On December 9, 2004, Autotel filed a Formal Complaint (“Complaint”) against
17 Qwest complaining that the interconnection agreement prepared by Qwest did not comply
18 with the *Arbitration Decision*. The Complaint was assigned Docket
19 No. T-01051B-04-0884. In response to the Complaint, Qwest requested a procedural
20 conference and that the Complaint be consolidated with the proceedings in the arbitration
21 docket. Autotel did not object to consolidation and, on February 23, 2005, a procedural
22 conference was held to discuss procedures for resolving the dispute. Following the
23 conference, the parties were able to resolve their dispute and, on March 16, 2005,
24 submitted the Approved Agreement to the Commission for approval. The Commission
25 did not act on the Approved Agreement within 30 days, so it was deemed approved on
26 April 15, 2005, pursuant to Section 252(e)(4). On March 22, 2005, Autotel withdrew the
27 Complaint. The Commission thereafter dismissed the Complaint and closed Docket

28

1 No. T-01051B-04-0884.³

2 Autotel has not requested any services or interconnection with Qwest under the
3 terms of the Approved Agreement. To the best of Qwest's knowledge, Autotel is not
4 doing business in Arizona.

5 Autotel filed a complaint in the United States District Court for the District of
6 Arizona on May 5, 2005 ("Federal Complaint"), claiming that the *Arbitration Decision*
7 and the Approved Agreement do not comply with the Act. The Federal Complaint also
8 seeks damages from Qwest and the Commission on various grounds.⁴ Qwest and the
9 Commission both filed motions to dismiss the portions of the Federal Complaint seeking
10 damages because the Court lacked jurisdiction or the Federal Complaint failed to state a
11 claim upon which relief could be granted. The motions have been briefed and are pending
12 before the court. Even if the motions are granted, Autotel's first count challenging the
13 *Arbitration Decision* for compliance with the Act will not be dismissed.

14 **III. New Request for Negotiations and Arbitration in Arizona**

15 On June 23, 2005, Qwest received a request from Autotel for negotiation of an
16 interconnection agreement in Arizona. Qwest informed Autotel that it was not willing to
17 ignore the prior arbitration and restart negotiations, and that it had fulfilled its obligations
18 under the Act by negotiating and arbitrating the Approved Agreement (which was in
19 effect). No negotiations took place, and Autotel filed the Petition on November 23, 2005.
20 The Petition raises three issues for arbitration, none of which addresses specific terms of a
21 proposed interconnection agreement between Autotel and Qwest. Attached to the Petition
22 as Exhibit 1 is a "Type 1 Wireless Interconnection Agreement Between Qwest
23 Corporation And [COMPANY] For The State Of [STATE]," which Autotel characterizes
24 as "Qwest's current interconnection agreement offering."⁵ The form agreement attached

25
26 ³ Decision No. 67770, *Autotel v. Qwest Corporation*, Docket
No. T-01051B-04-0884 (ACC Apr. 22, 2005).

27 ⁴ See *Autotel v. Qwest Corporation, et al.*, CIV 05-327 TUC-JCG (D. Ariz.).

28 ⁵ See Petition at 2.

1 to the Petition as Exhibit 1 is not the Approved Agreement. Attached to the Petition as
2 Exhibit 2 is a “Commercial Mobile Radio Services (CMRS) Interconnection Agreement
3 Arizona,” which Autotel states is its “proposed interconnection agreement.”⁶ Neither
4 attachment identifies differences between the agreements attached as Exhibits 1 and 2, or
5 between either of these agreements and the Approved Agreement now in effect.

6 **IV. Arbitrations and Litigation in Other States**

7 Prior to commencing Docket No. T-01051B-04-0152 in Arizona, Autotel filed an
8 arbitration petition against Qwest in Utah and its sister company Western filed an
9 arbitration petition against Qwest in Oregon. After commencing Docket
10 No. T-01051B-04-0152 in Arizona, Autotel commenced arbitrations with Qwest in two
11 other states, Colorado and New Mexico. The issues arbitrated in Arizona have generally
12 been arbitrated in each of those states, and Qwest has essentially prevailed on every issue
13 in every state.⁷ Following conclusion of these arbitrations, Western refused to sign an
14

15 ⁶ *Id.*

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17 ⁷ See Report and Order, *In the Matter of the Petition of Autotel for Arbitration of an*
18 *Interconnection Agreement with Qwest Corporation Pursuant to Section 252(b) of the*
19 *Telecommunications Act*, Docket No. 03-049-19 (Utah PSC Feb. 18, 2004) (“*Utah 2004*
20 *Order*”), <http://www.psc.state.ut.us/telecom/04orders/Feb/0304919ro.htm>;
21 Order No. 04-600, *In the Matter of Western Radio Services Co. Petition for Arbitration of*
22 *an Interconnection Agreement with Qwest Corporation Pursuant to Section 252(b) of the*
23 *Telecommunications Act of 1996*, ARB 537 (Or. PUC Oct. 18, 2004) (“*Oregon Order*”),
24 <http://apps.puc.state.or.us/orders/2004ords/04-600.pdf>; Decision No. C05-0242, *In the*
25 *Matter of Petition of Autotel for Arbitration of an Interconnection Agreement with Qwest*
26 *Corporation Pursuant to 47 U.S.C. § 252(b)*, Docket No. 04B-361T
27 (Colo. PUC. Feb. 28, 2005) (“*Colorado Order*”),
28 http://www.dora.state.co.us/puc/decisions/2005/C05-0242_04B-361T.doc; Decision
No. C05-0580, *In the Matter of the Petition of Autotel for Arbitration of an*
Interconnection Agreement with Qwest Corporation Pursuant to 47 U.S.C. § 252(b),
Docket No. 04B-361T (Colo. PUC May 17, 2005) (“*Colorado Approval Order*”),
http://www.dora.state.co.us/puc/decisions/2005/C05-0580_04B-361T.doc; Final Order
Approving Recommended Decision, *In the Matter of the Filing of the Petition of Autotel*
for Arbitration of an Interconnection Agreement with Qwest Corporation Pursuant to
Section 252(b) of the Telecommunications Act, Case No. 04-00226-UT (NMPRC Jul. 28,
2005) (“*New Mexico Order*”).

1 interconnection agreement in Oregon and Autotel refused to sign interconnection
2 agreements in New Mexico and Utah. However, Autotel signed an interconnection
3 agreement in Colorado that was approved by the Colorado Commission.⁸ In addition, as
4 discussed below, the Oregon Commission recently issued an order approving the
5 interconnection agreement filed by Qwest in that state.⁹

6 **A. Further Proceedings in Utah**

7 In Utah, as in Arizona, Autotel filed a complaint against Qwest and the Utah
8 Commission in federal district court. Qwest and the Commission filed motions to dismiss
9 the complaint on the ground that the federal court lacked jurisdiction because the
10 Commission had not yet approved an interconnection agreement between the parties. The
11 federal district court agreed and dismissed the Utah complaint.¹⁰

12 Following dismissal of the federal district court complaint in Utah, the Utah
13 Commission requested that the parties provide information that would allow conclusion of
14 the arbitration. Autotel refused, stating that negotiation of a new interconnection
15 agreement was pending between the parties. The Commission determined, in light of the
16 failure of the parties to file an agreement signed by both parties that complied with the
17 *Utah 2004 Order*, to take no further action in the docket. However, it also determined
18 that it would not undertake an arbitration proceeding based on Autotel's new request for
19 arbitration until the parties submitted an interconnection agreement that complied with the
20 *Utah 2004 Order*.¹¹ Qwest sought rehearing or clarification of the decision. In response,

21
22 ⁸ See *Colorado Approval Order*.

23 ⁹ Order No. 05-1075, *In the Matter of Western Radio Services Co. Petition for*
24 *Arbitration of an Interconnection Agreement with Qwest Corporation Pursuant to Section*
25 *252(b) of the Telecommunications Act of 1996*, ARB 537 (Or. PUC Oct. 10, 2005),
<http://apps.puc.state.or.us/orders/2005ords/05-1075.pdf>.

26 ¹⁰ See Memorandum Decision and Order, *Autotel v. Qwest Corporation, et al.*, Case
27 No. 2:04cv01052DAK (D. Utah, May 17, 2005) ("*Utah Court Decision*").

28 ¹¹ Order Denying Request for Approval of Proposed Agreement, *In the Matter of*
the Petition of Autotel for Arbitration of an Interconnection Agreement with Qwest

1 the Utah Commission denied reconsideration, but clarified that the conclusions in the
2 *Utah 2004 Order* would be binding on the parties in any future proceeding, including a
3 proceeding before the Federal Communications Commission (“FCC”).¹²

4 Despite the decisions of the Utah Commission, Autotel filed a new petition for
5 arbitration in Utah on October 26, 2005, which has been assigned Docket No. 05-049-95.
6 The petition is substantially identical to the Petition filed in this docket. Qwest responded
7 to the Utah petition, moving to dismiss it on the same grounds asserted in this response.
8 On December 7, 2005, the Utah Commission granted Qwest’s motion to dismiss.¹³

9 **B. Further Proceedings in Oregon**

10 In Oregon, Western filed a complaint against Qwest and the Oregon Commission
11 in federal district court. Qwest and the Commission filed motions to dismiss the
12 complaint on the same grounds asserted in Utah. The federal district court in Oregon also
13 agreed and dismissed the Oregon complaint.¹⁴

14 In July 2005, Qwest notified the Oregon Commission of the federal district court’s
15 decision and requested that the Commission approve the agreement that Qwest had
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18 *Corporation Pursuant to Section 252(b) of the Telecommunications Act*, Docket
19 No. 03-049-19 (Utah PSC Aug. 17, 2005) (“*Utah August 2005 Order*”),
20 <http://www.psc.state.ut.us/telecom/05orders/Aug/0304919odr.htm>.

21 ¹² Order on Petition for Reconsideration and Clarification, *In the Matter of the*
22 *Petition of Autotel for Arbitration of an Interconnection Agreement with Qwest*
23 *Corporation Pursuant to Section 252(b) of the Telecommunications Act*, Docket
24 No. 03-049-19 (Utah PSC Sep. 21, 2005) (“*Utah September 2005 Order*”),
25 <http://www.psc.state.ut.us/telecom/05orders/Sep/0304919oopfr.pdf>.

26 ¹³ Order Granting Motion to Dismiss, *In the Matter of the Petition of Autotel for*
27 *Arbitration of an Interconnection Agreement with Qwest Corporation Pursuant to Section*
28 *252(b) of the Telecommunications Act*, Docket No. 05-049-95 (Utah PSC Dec. 7, 2005)
29 (“*Utah Dismissal Order*”),
30 <http://www.psc.utah.gov/telecom/05orders/Dec/0504995ogmd.pdf>.

31 ¹⁴ See Opinion and Order, *Western Radio Services Co. v. Qwest Corporation, et al.*,
32 Civil No. 05-155-AA (D. Or. July 26, 2005) (“*Oregon Court Decision*”).

1 submitted to it in November 2004.¹⁵ Western responded, requesting that the Commission
2 take no further action because Western was appealing the federal district court's dismissal
3 of Western's complaint to the United States Court of Appeals for the Ninth Circuit and
4 because it was engaged in new interconnection negotiations.¹⁶ On October 10, 2005, the
5 Oregon Commission issued Order No. 05-1075. In that order, the Oregon Commission
6 noted that if a party could ignore an arbitration decision simply because it was displeased
7 or disappointed with the outcome, it would render the concept of compulsory arbitration
8 meaningless.¹⁷ The Oregon Commission reviewed the agreement submitted by Qwest and
9 found that it complied with the *Oregon Order*. Accordingly, the Oregon Commission
10 approved it.¹⁸

11 Just a few days after issuance of Order No. 05-1075 in Oregon, Western filed a
12 new petition for arbitration in Oregon, which has been assigned ARB 706. Qwest has
13 responded to the petition, moving to dismiss it on similar grounds to those asserted in this
14 response.

15 **C. Further Proceedings in Colorado and New Mexico**

16 Autotel has not filed appeals of the *Colorado Order* or the *New Mexico Order* in
17 the federal district courts in those states. However, it filed petitions with the Colorado and
18 New Mexico Commissions on November 23, 2005, substantially identical to the Petition
19 filed in Arizona. The Colorado petition has been assigned Docket No. 05B-501T, and the
20 New Mexico petition has been assigned Docket 05-00462-UT.

21
22 ¹⁵ As noted above, Western refused, following the Oregon Commission's *Oregon*
23 *Order*, to sign an interconnection agreement that complied with that decision.
24 Accordingly, in November 2004, Qwest filed an agreement that complied with the
25 decision. Qwest took the same action in Utah and New Mexico following issuance of the
Utah 2004 Order and the *New Mexico Order*, respectively.

26 ¹⁶ See *Western Radio Services Co. v. Qwest Corporation, et al.*, No. 05-35796 (9th
27 Cir.).

28 ¹⁷ Order No. 05-1075 at 3.

¹⁸ *Id.* at 3-5.

1 **V. Qwest's Dealings with Other Wireless Providers in Arizona**

2 Qwest is currently successfully providing interconnection services to 31 wireless
3 providers in Arizona, many of which, like Autotel, are relatively small companies. These
4 companies have managed not only to negotiate interconnection agreements with Qwest,
5 but also to operate under them. Prior to initiating arbitration with Qwest over the terms of
6 an interconnection agreement in Docket No. T-01051B-04-0152, Autotel would have been
7 free to opt into the terms and conditions of Qwest's interconnection agreement with any of
8 these other providers.¹⁹ Thus, Autotel's claims that Qwest has failed to negotiate in good
9 faith with it, or that Qwest has attempted to stifle its competition in Arizona, ring hollow.
10 Rather, it is apparent that Autotel seeks unique terms and conditions in its interconnection
11 agreement with Qwest that would discriminate in its favor and against other wireless
12 providers and refuses to comply with a Commission order, the *Arbitration Decision*,
13 denying it those terms and conditions.

14 **MOTION TO DISMISS**

15 Qwest moves the Commission to dismiss the Petition for two reasons. First, the
16 Petition is inappropriate in light of the *Arbitration Decision* and the Approved Agreement.
17 Second, the Petition fails to identify any unresolved issues, the positions of the parties
18 with respect to unresolved issues and resolved issues in connection with an
19 interconnection agreement between the parties as required by Section 252(b)(2)(A) and
20 A.A.C. R14-2-1505.B.2.

21 **I. The Petition Is Inappropriate in Light of the *Arbitration Decision* and the**
22 **Approved Agreement.**

23 In the *Arbitration Decision*, the Commission decided all issues in dispute between
24 the parties in the prior arbitration and ordered the parties to enter into an interconnection
25 agreement consistent with the decision. The parties thereafter entered into the Approved
26 Agreement and submitted it to the Commission for approval. The Approved Agreement
27

28

¹⁹ See 47 USC § 252(i).

1 was deemed approved on April 15, 2005 pursuant to Section 252(e)(4) of the Act.

2 The Approved Agreement provides in Section XXII.B.1:

3 This Agreement shall be effective as of the *effective*
4 *date of commission approval* of this Interconnection
5 Agreement and *shall remain in effect* for a period of 3 years,
6 and thereafter shall continue in force and effect unless and
7 until a new agreement, addressing all of the terms of this
8 Agreement, becomes effective between the Parties. The
9 Parties agree to commence negotiations on a new agreement
10 no later than 2 1/2 years after this Agreement becomes
11 effective. This Agreement shall become effective pursuant to
12 Sections 251 and 252 of the Act. (Emphasis added.)

13 It is inappropriate to allow Autotel to ignore the results of an arbitration proceeding
14 by commencing arbitration of a new interconnection agreement within several months
15 after the Commission-arbitrated Approved Agreement became effective and before the
16 parties have even started to operate under it. The process that the 1996 Act contemplates
17 is that the parties will enter into an interconnection agreement through negotiation, or if
18 negotiation is unsuccessful, through arbitration before the Commission. After they have
19 entered into an agreement and it is approved by the Commission, both parties are expected
20 to abide by its terms and conditions until it expires or until they voluntarily negotiate a
21 new agreement.²⁰ They may not engage in arbitration and then ignore the decision of the
22 Commission. If tolerated, Autotel's action would render the arbitration process
23 meaningless.

24 In the *Utah September 2005 Order*, the Utah Commission said:

25 We agree with Qwest's argument that state arbitration

26 _____
27 ²⁰ Interconnection agreements typically contain terms that require the parties to
28 enter into amendments if there are changes in the law underlying the terms of the
agreement, *see* Approved Agreement at Section I.B, and that allow the parties to submit
disputes regarding implementation or amendment of the agreement to arbitration or
resolution by and arbitrator or the applicable state commission. *Id.* at Section XXII.Q.
Autotel does not contend that there has been any change in law that justifies arbitration of
amended terms of the Approved Agreement. Rather, it is Autotel's position that the
Approved Agreement itself does not comply with the Act. *See, e.g.,* Complaint for
Violation of Telecommunications Act of 1996 and Violation of 42 U.S.C § 1983, *Autotel*
v. Qwest Corporation, et al., CIV 05-327 TUC-JCG (D. Ariz.).

1 decisions are binding on the parties, relative to the issues
2 arbitrated by a state commission. . . . [O]ur [August O]rder
3 should not be construed for the proposition that a party
4 dissatisfied with the results of an arbitration may unilaterally
5 reject or otherwise attempt to avoid the binding affect of a
6 state commission's decision on the arbitrated issues. *This*
7 *would include, as Autotel seemingly has done, attempting to*
8 *start a new Section 252 negotiation, mediation, arbitration*
9 *cycle on the issues previously arbitrated.* We believe that the
10 parties may make an alternative, mutually agreed resolution
11 on an issue resolved by state arbitration, but only if both
12 parties are willing. Absent mutual agreement, either party
13 may rely upon and insist that the state commission's
14 arbitrated decision applies.²¹

9 In its recent order dismissing Autotel's new petition for arbitration, the Utah
10 Commission said, "We refuse to permit Autotel, in contravention of federal statute, to
11 ignore our previous orders and to, apparently, seek arbitration of previously settled
12 issues."²²

13 Likewise, in the face of similar conduct by Autotel's sister company, Western, the
14 Oregon Commission recently concluded:

15 The parties subject to the 252(b) process are plainly required
16 to go through the steps set forth and are not free to walk away
17 from the arbitrated interconnection agreement if they are
18 displeased with the outcome of the arbitration process before
19 the state commission. Indeed, if they were free to do so, it
20 would render the concept of compulsory arbitration
21 meaningless. . . .

19 An arbitrated interconnection agreement, with the
20 disputed terms as decided by the Arbitrator and adopted by
21 the commission, has the same legal power to bind the parties
22 as if the agreement had been freely entered into by both
23 parties prior to submission to the Commission. *One party*
24 *cannot simply refuse to execute and honor the agreement*
25 *because of disappointment with the outcome of the arbitration*
26 *proceeding. . . .*²³

24 Other state commissions have likewise refused to tolerate the type of conduct

26 ²¹ *Utah September 2005 Order* at 2-3 (emphasis added).

27 ²² *Utah Dismissal Order* at 4.

28 ²³ *Order No. 05-1075* at 3 (emphasis added).

1 displayed by Autotel. See, e.g., *Global Naps, Inc. v. Verizon New England, Inc.*,
2 No. Civ.A.03-10437-RWZ, 02-12489-RWZ, 2004 WL 1059792 (D. Mass. May 12, 2004)
3 (“[U]nder Section 252(b)(5), Global’s refusal to cooperate with the arbitrator’s order
4 constitutes a failure to negotiate in good faith. Therefore, enforcement of the arbitration
5 order is an entirely appropriate penalty and serves as a disincentive for a CLEC to force an
6 ILEC to arbitrate an agreement while reserving the right to withdraw if it does not like the
7 outcome.”) (citation omitted), *aff’d* 396 F.3d 16, 18 (1st Cir. 2005) (“By allowing the
8 commission acting as arbitrator to place conditions on both parties for the implementation
9 of interconnection agreements, it is clear that § 252(b)(4)(C) intends for arbitration orders
10 to be binding on both parties. . . . In attempting to void the terms of a valid arbitration
11 order, it is clear that Global NAPs is refusing to cooperate with the DTE, in violation of
12 its duty to negotiate in good faith.”), *cert. den.* 125 S.Ct. 2522, 161 L.Ed.2d 1110, 73
13 USLW 3594, 73 USLW 3692, 73 USLW 3693.²⁴

14 Following lengthy arbitration proceedings, the Commission issued the *Arbitration*

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16 ²⁴ See also, *In re BellSouth Telecommunications, Inc.*, Docket No. 001305-TP,
17 2002 WL 1972976 (Fla. P.S.C. Aug. 9, 2002) (“As noted by Supra, we have the authority
18 to show cause a party which fails to sign an arbitrated interconnection agreement in the
19 event there is no good cause for failing to execute the agreement. We now place the
20 parties on notice that if the parties or a party refuses to submit a jointly executed
21 agreement as required by Order No. PSC-02-0637-PCO-TP and Order
22 No. 02-0143-FOF-TP within fourteen (14) days of the issuance of a final order on Supra’s
23 Motion for Reconsideration, we may impose a \$25,000 per day penalty for each day the
24 agreement has not been submitted thereafter in accordance with Section 364.285, Florida
25 Statutes.”); *In re Sprint Communications*, Docket No. 961173-TP, 1997 WL 294619, *8
26 (Fla. P.S.C. May 13, 1997) (“We believe that to preserve the credibility and viability of
27 the arbitration process, it is crucial that an agreement that sets the basis for the parties to
28 conduct business be produced from this arbitrated proceeding. To allow a party or parties
to withdraw a petition for arbitration, or allow a party to simply refuse to sign an
agreement, once the Commission has issued its Order, is unacceptable. It simply is
inappropriate and unfair for a party to impose on another party the time, effort, and
expense of an arbitration proceeding, only to back out in the end because it did not get
what it wanted from the proceeding. To allow this action would set a precedent that
would encourage parties to future arbitrations to do the same. We believe parties that act
in this manner are in violation of Section 252(b)(5) of the Act, for their refusal to
negotiate in good faith.”).

1 *Decision* and the parties entered into the Approved Agreement. It is an affront to the
2 Commission for Autotel to simply ignore the Commission's decision and seek to re-
3 litigate issues resolved in that decision. Even a cursory review of the interconnection
4 agreement proposed by Autotel indicates that it is clearly attempting to do just that. The
5 Commission should reject this attempt and dismiss the Petition.

6 **II. The Petition Is Deficient Under Section 252(b)(2)(A) and**
7 **A.A.C. R14-2-1505.B.2.**

8 Section 252(b)(2)(A) provides that:

9 A party that petitions a State commission under
10 paragraph (1) [for arbitration of open issues in an
11 interconnection agreement] shall, at the same time as it
12 submits the petition, provide the State commission all
13 relevant documents concerning—

- 12 (i) the unresolved issues;
- 13 (ii) the position of each of the parties with respect to those
14 issues; and
- 15 (iii) any other issue discussed and resolved by the parties.²⁵

16 A.A.C. R14-2-1505.B.2 provides that:

17 A petition for arbitration shall be accompanied by all
18 relevant documentation concerning the unresolved issues, the
19 position of each of the parties with respect to those issues,
20 and any other issue discussed and resolved by the parties.
21 Relevant documentation includes, but is not limited to, the
22 following:

20 a. A brief or other written statement addressing the
21 disputed issues. The brief should address, in addition to any
22 other matters, how the parties' positions and any conditions
23 requested meet or fail to meet the requirements of 47 U.S.C.
24 251; any applicable Federal Communication Commission
25 regulations; and any applicable regulation, order, or policy of
26 this Commission.

24 b. Where prices are in dispute, the petitioner shall
25 submit its proposed rates or charges and related supporting
26 materials.

26 c. Any conditions which petitioner requests be
27 imposed.

28

25 47 U.S.C. § 252(b)(2)(A).

1 d. A proposed schedule for implementation of the
2 terms and conditions of the agreement.

3 e. The petition may include a recommendation as to
4 any information which should be requested from the parties
5 by the arbitrator pursuant to 47 U.S.C. 252(b)(4)(B). The
6 recommendation should state why the information is
7 necessary for the arbitrator to reach a decision on the
8 unresolved issues.

9 f. A proposed interconnection agreement.

10 g. Any other documents relevant to the dispute,
11 including copies of all documents in their possession or
12 control on which they rely in support of their positions or
13 which they intend to present at the arbitration.

14 Autotel's Petition fails to comply with these requirements. The Petition does not
15 identify any unresolved issue in a proposed interconnection agreement between the
16 parties, the Petition does not provide the position of the each party on any unresolved
17 issue in the interconnection agreement and the Petition does not identify issues in the
18 interconnection agreement resolved by the parties. Rather, the Petition identifies as issues
19 three legal issues raised in Docket No. T-01051B-04-0152, the subsequent appeal to the
20 federal district court and in other states. These issues will be discussed below. With
21 respect to the subcategories of A.A.C. R14-2-1505.B.2, the only one with which the
22 Petition complies is Subsection B.2.f. because it does include Autotel's proposed
23 interconnection agreement.

24 In dismissing Autotel's petition for arbitration in Utah, the Utah Commission said:

25 In its Petition, Autotel fails to properly identify, as required
26 by 47 U.S.C. § 252(b)(2)(A), any open issues for which it
27 seeks Commission resolution, choosing instead to rely on
28 general allegations relating to Qwest's duty to negotiate and
state commission jurisdiction. Although Autotel has attached
apparently competing agreements to its Petition, it fails to
specifically identify issues within those agreements requiring
Commission resolution, or the parties' respective positions
regarding those issues. This failure alone is sufficient to
justify dismissal of the Petition and our dismissal is based in
part upon this failure.²⁶

²⁶ *Utah Dismissal Order* at 3-4.

1 As noted in briefing in Docket No. T-01051B-04-0152, Autotel has never grasped
2 the basic concept of Section 252 of the Act—that the purpose of arbitration is to resolve
3 disputes between the parties regarding the terms and conditions in their interconnection
4 agreement. As a result, Autotel rarely discussed proposed contract language in its
5 testimony and briefing in that docket, preferring instead to argue (briefly) abstract
6 concepts based on its interpretation of the Act and FCC rules adopted pursuant to the Act.
7 In doing so, Autotel further ignored binding decisions of the FCC and the Commission,
8 interpreting and applying the Act and the FCC’s rules to specific contract language.

9 Western’s earliest attempt to seek arbitration was in 1999. The Oregon
10 Commission was forced to dismiss Western’s request because it failed even to provide a
11 proposed agreement, let alone identify differences between the parties on the language of
12 the agreement.²⁷ Autotel and Western have now participated in five complete state
13 commission arbitrations and, thus, should be well aware of the requirements for initiating
14 an arbitration proceeding before the Commission. Therefore, Autotel’s failure to comply
15 with the basic requirements of the Act is inexcusable, and the Commission should dismiss
16 the Petition.

17 ISSUES FOR ARBITRATION

18 In the event the Commission does not dismiss the Petition, Qwest provides the
19 following brief response to the issues for arbitration that Autotel raised in the Petition.

20 **I. Issues Autotel Raises**

21 Autotel has identified three issues in the Petition, none of which involves a dispute
22 regarding any provision of an interconnection agreement between the parties. Therefore,
23 none of the three issues is a valid issue for arbitration of the terms and conditions of an
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25 ²⁷ Order No. 99-466, *In the Matter of the Petition of Western Radio Services Co.,*
26 *Inc. for Arbitration of Rates, Terms and Conditions for Interconnection with U S WEST*
27 *Communications, Inc. Pursuant to 47 U.S.C. § 252(b) of the Telecommunications Act of*
28 *1996, ARB 137 (Or. PUC Aug. 6, 1999), <http://apps.puc.state.or.us/orders/1999ords/99-466.htm> (Commission dismissed request because it “did not contain the required . . . information to initiate an arbitration proceeding.”).*

1 interconnection agreement between the parties. Nonetheless, Qwest will briefly respond
2 to these issues.

3 **A. Issue 1: Adoption of an Interconnection Agreement**

4 Autotel mentions three potential issues in connection with what it identifies as
5 Issue 1. First, Autotel states that Qwest believes it is not required to offer better terms and
6 conditions to Autotel than it offers to other wireless carriers. Second, Autotel claims that
7 Qwest has refused to negotiate in good faith. Third, Autotel claims that the provisions of
8 its proposed interconnection agreement comply with the Act, but that Qwest's current
9 offering does not.

10 Autotel's first point is correct; there is no dispute about it. Qwest is obligated by
11 federal and state law to offer the same terms and conditions to all carriers with whom it
12 does business.²⁸ In fact, one of the bases for rejection of some of Autotel's positions
13 during the arbitrations in Arizona and other states was that the state commission had
14 already considered disputes on the same issues between carriers and had approved
15 language identical to that proposed by Qwest for Autotel in resolution of those disputes.²⁹
16 Accordingly, it would have been discriminatory to provide more favorable terms to
17 Autotel.

18 With regard to Autotel's second point, during the course of Docket
19 No. T-01051B-04-0152, Autotel never contended that Qwest had refused to negotiate in
20 good faith or sought any remedy from the Commission for Qwest's alleged failure to do
21 so. In its Federal Complaint, however, Autotel sought "damages" from Qwest based on
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23 ²⁸ See 47 U.S.C. § 251(c)(3) ("each incumbent local exchange carrier has . . . [t]he
24 duty to provide to any requesting telecommunications carrier for the provision of a
25 telecommunications service, *nondiscriminatory* access to network elements on an
26 unbundled basis . . . on rates, terms and conditions that are . . . *nondiscriminatory*")
27 (emphasis added); A.R.S. § 40-334(A) ("A public service corporation shall not, as to
28 rates, charges, service, facilities or in any other respect, make or grant any preference or
advantage to any person or subject any person to any prejudice or disadvantage.").

²⁹ See e.g., Arbitration Decision at 5-6, 10; *Oregon Order*, Appendix A at 4, 9-12;
Utah 2004 Order at 4.

1 Qwest's alleged failure to negotiate in good faith. Qwest and the Commission moved to
2 dismiss this claim on various grounds, including that Autotel had not raised this claim
3 before the Commission and that the Act contemplates appellate review proceedings before
4 the federal district court, not a trial necessary to determine an issue such as damages.
5 Qwest also sought to dismiss the claim because the remedy for failure to negotiate in good
6 faith prescribed in the Act is for the state commission to impose terms and conditions in
7 the arbitrated interconnection agreement, not for one party to seek monetary damages in
8 federal district court. The court has not yet ruled on this motion.

9 In the *Utah Court Decision*, the federal district court dismissed the same claim,
10 stating:

11 Essentially, the Act grants state commissions authority to
12 oversee the negotiation of interconnection terms through
13 mediation and arbitration. *It is obvious that in granting this*
14 *authority, Congress intended state commissions to be the*
15 *initial decision maker regarding issues arising out of the*
16 *negotiation process, including whether a party has failed to*
17 *negotiate in good faith. See Global Naps, 287 F. Supp. 2d at*
18 *545 (holding that Congress did not intend for parties to bring*
19 *claims for violations of the Act pursuant to Sections 206 and*
20 *207, but intended for state commissions to be the initial*
21 *decision maker regarding whether a party has failed to*
22 *negotiate an interconnection agreement in good faith).*

23 This intention is also reflected in the purpose of the
24 Act. The purpose of the Act is to create a comprehensive
25 statutory scheme designed to promote competition in the
26 telecommunications industry by expediting the formation of
27 interconnection agreements between CLECs and ILECs.
28 *Global Naps, 287 F. Supp. 2d at 544. Granting the court*
jurisdiction to review all alleged concerns with another
party's approach to negotiation of an interconnection
agreement would not comport with this scheme. It would
instead result in piecemeal litigation which would delay the
negotiation process. State commissions, on the other hand,
have been granted the authority to force a recalcitrant party
to participate in the negotiation process and direct the
inclusion of appropriate terms in the interconnection
agreement. "The preference for speedy action supports an
interpretation of the Act favoring initial review by the state
commission." Atlantic Alliance Telecomm. Inc. v. Bell
*Atlantic, 2000 WL 34216867 at *3 (E.D. N.Y. 2000) (finding*
that § 207 did not grant a court jurisdiction to review a claim
that a party breached the duty to negotiate in good faith

1 imposed by § 251(c)(1)).³⁰

2 The Oregon federal district court also dismissed Western's claim for damages
3 based on Qwest alleged failure to negotiate in good faith. That court held:

4 Moreover, plaintiff's Second Claim for Relief
5 (Qwest's failure to negotiate an interconnection agreement in
6 good faith) is barred for the reason that the Act does not
7 permit parties to adjudicate such claims in federal court. A
8 claim for failure to negotiate in good faith is remedied
9 through the mediation and arbitration process before the
10 Commission.

11 This claim is further barred because this court lacks
12 jurisdiction to review an issue on which the parties agreed
13 was not submitted to the Commission for decision.
14 Jurisdiction lies only in cases where "a State Commission
15 makes a determination under this section" that "any party
16 aggrieved by such determination may bring an action in an
17 appropriate Federal District court." § 252(e)(6). I find no
18 evidence that the Commission made any decision or
19 determination concerning Qwest's alleged failure to negotiate
20 an interconnection agreement in good faith. By raising this
21 claim for the first time in the action before this court, plaintiff
22 is bypassing the Commission entirely and asking this court to
23 assume the role of arbitrator. The court's role is to review the
24 Commission's determination for compliance with Sections
25 251 and 252. This court lacks jurisdiction to do more.³¹

26 In the Petition, consistent with its argument in court, Autotel suggests that Qwest
27 has not negotiated with it in good faith because Qwest allegedly will not agree with terms
28 and conditions that comply with Sections 251(b) and 251(c) of the Act. In the *Arbitration*
29 *Decision*, however, the Commission found that Qwest's proposed language complies with
30 the Act. Accordingly, the Commission has already addressed this issue, and thus
31 Autotel's position is an improper collateral challenge to the Commission's prior

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³⁰ *Utah Court Decision* at 17-18 (emphasis added). Since the Utah court dismissed based on Autotel's failure to bring its "failure to negotiate in good faith" claim before the state commission in the first instance, the court did not reach the broader question of court jurisdiction in the instance where a party *has* raised such a claim before the state commission. *See id.* at 19, n. 5.

³¹ *Oregon Court Decision* at 10-11.

1 determination.³² Indeed, if any party has failed to adhere to the Act's requirement of
2 negotiation in good faith, it is Autotel by its bringing the Petition and stubborn refusal to
3 cooperate in the arbitration process and abide by commission orders.

4 Qwest does not dispute the right of a party in any proper arbitration to raise the
5 other party's failure to negotiate in good faith. However, the remedy for such failure is
6 for the Commission "to force a recalcitrant party to participate in the negotiation process
7 and direct the inclusion of appropriate terms in the interconnection agreement."³³ In any
8 event, there is no basis for Autotel's claim that Qwest has refused to negotiate in good
9 faith or that the provisions of the Approved Agreement do not comply with the Act.

10 **B. Issue 2: State Commission Jurisdiction Concerning Qwest's Good**
11 **Faith Negotiation Duties Under Section 251(c)(1)**

12 As explained above, Autotel has asserted in court that Qwest has refused to
13 negotiate in good faith, and further, that Autotel should be entitled to monetary damages
14 as a result. However, the remedy provided in the Act for a party's failure to negotiate in
15 good faith is for the state commission to "force a recalcitrant party to participate in the
16 negotiation process and direct the inclusion of appropriate terms in the interconnection
17 agreement."³⁴ Therefore, there is simply no basis for a claim of damages resulting from
18 an alleged failure to negotiate in good faith.

19 Autotel also makes statements about a state commission's jurisdiction ending when
20 it has made an arbitration determination or when the FCC has preempted the state
21 commission. Although it is difficult to understand the intent or relevance of these
22 statements, they may have been prompted by statements of the Utah Commission in its

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24 ³² See A.R.S. § 40-252 ("In all collateral actions or proceedings, the orders and
25 decisions of the commission which have become final shall be conclusive."); *Hibbs v.*
26 *Calcot*, 801 P.2d 445, 450 (Az. Ct. App. 1990) ("[A] valid and final adjudicative
determination by an administrative tribunal has the same effects under the rules of res
judicata, subject to the same exceptions and qualifications, as a judgment of a court.").

27 ³³ *Utah Court Decision* at 18.

28 ³⁴ *Id.* See also, *Oregon Court Decision* at 11.

1 *Utah August 2005 Order*. After Autotel had refused to sign an agreement that complied
2 with the *Utah 2004 Order*, the Utah Commission declined to take any further action until
3 the parties had filed an agreement that complied with its decision. The Utah Commission
4 noted that if any party was aggrieved with its decision, it might take the matter to the
5 FCC.³⁵ However, the Utah Commission also subsequently made clear in the *Utah*
6 *September 2005 Order* that it viewed its determinations on the disputed issues to be
7 binding on the parties and that Autotel would not be able to avoid the effect of those
8 determinations merely by attempting to forum shop.³⁶

9 Apparently misunderstanding these decisions, Autotel suggests here that if the FCC
10 preempts a state commission, the state commission cannot act further. In fact, however,
11 Section 252(b)(5) of the Act provides that if a state commission fails to act on a petition
12 for arbitration, the FCC shall issue an order preempting the state commission's
13 jurisdiction.³⁷ This Commission has not refused or failed to act, and there has been no
14 such FCC order. Rather, this Commission has conducted an extensive arbitration
15 proceeding and has issued the *Arbitration Decision* in Docket No. T-01051B-04-0152
16 which resulted in the Approved Agreement. The Commission's dismissal of Autotel's
17 improper Petition in this docket would not constitute a "failure to act."

18 Finally, Autotel's argument may be deemed to suggest that a state commission
19 cannot resolve disputes regarding good faith negotiations. This position is contrary to the
20 terms of the Act. *See, e.g., Verizon Maryland v. Global Naps, Inc.*, 377 F.3d 355,
21 359 (4th Cir. 2004) ("The Act requires both parties to negotiate in good faith in an effort
22 to reach agreement. 47 U.S.C. § 251(c)(1). If the parties fail to reach agreement, § 252
23 allows the state utility commission to resolve disputed issues through compulsory
24 arbitration. *Id.* § 252(c)(1)."); *Oregon Court Decision* at 11 ("A claim for failure to
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26 ³⁵ *See Utah August 2005 Order* at 3-4.

27 ³⁶ *See Utah September 2005 Order* at 2-3.

28 ³⁷ *See* 47 U.S.C. § 252(e)(5).

1 negotiate in good faith is remedied through the mediation and arbitration process before
2 the Commission.”); *Utah Court Decision* at 17 (“Essentially, the Act grants state
3 commissions authority to oversee the negotiation of interconnection terms through
4 mediation and arbitration. It is obvious that in granting this authority, Congress intended
5 state commissions to be the initial decision maker regarding issues arising out of the
6 negotiation process, including whether a party has failed to negotiate in good faith.”);
7 *Atlantic Alliance Telecom. Inc. v. Bell Atlantic*, No. 99 CV 4915(ARR), 2000 WL
8 34216867, at *4 (E.D. N.Y. Apr. 19, 2000) (“[The inclusion of language concerning the
9 failure to negotiate in good faith in the subsection [252(b)(5)] addressing arbitration
10 indicates an intention that state commissions would handle such issues during the
11 arbitration process.”); *Global Naps, Inc. v. Bell Atlantic-New Jersey*, 287 F. Supp.2d 532,
12 544-45 (D. N.J. 2003) (“[I]t is clear that [sections 251 and 252] were intended to address
13 issues addressing the negotiation, approval, and enforcement of interconnection
14 agreements. As part of this scheme, § 252(e)(6) governs jurisdiction where disputes over
15 the negotiation, approval, and enforcement of interconnection agreements are concerned,
16 and Congress intended that such disputes be addressed by state commissions in the first
17 instance.”).

18 **C. Issue 3: Review of State Commission Actions**

19 Autotel raises four issues under Issue 3. The first is whether the rates, terms and
20 conditions included in Qwest’s proposed agreement were approved by the Commission in
21 its *Arbitration Decision*. The *Arbitration Decision* speaks for itself. In addition, it is not
22 appropriate for Autotel to seek to negotiate a new agreement based on its view that
23 Qwest’s proposed agreement does not comply with the *Arbitration Decision*. Rather,
24 Autotel should have raised these issues in Docket No. T-01051B-04-0152. Autotel’s
25 attempt to raise these issues in this docket now amounts to an impermissible collateral
26 attack on the *Arbitration Decision*.³⁸

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³⁸ See note 32, *supra*.

1 Second, the Petition raises the issue whether Autotel can seek federal court review
2 of a state commission arbitration decision before the Commission approves an
3 interconnection agreement. This issue is irrelevant where the Commission has approved
4 the Approved Agreement. Furthermore, this is the precise issue that was raised and
5 decided against Autotel and Western in their appeals of the *Utah 2004 Order* and the
6 *Oregon Order* to the federal district courts in Utah and Oregon. The Utah court held that
7 the district court did not have jurisdiction over Autotel's claim because the Commission
8 had not completed its arbitration function. See *Utah Court Decision* at 11-12. The
9 Oregon court held the same thing. See *Oregon Court Decision* at 10.

10 Third, Autotel raises an issue regarding the standards for arbitration and states that
11 the Commission may only reject an agreement if it does not meet the requirements of
12 Section 251 of the Act. It is not clear why Autotel has made this incorrect argument.
13 However, it may be that Autotel is suggesting that the Commission may not reject its
14 proposed agreement because Autotel contends that it complies with Section 251. If that is
15 what Autotel is attempting to argue, its argument is misguided. In the first place, a state
16 commission may reject an interconnection agreement submitted by the parties if it
17 discriminates against a carrier not a party, if it is not consistent with the public interest
18 convenience or necessity or if it does not comply with Section 251 and the FCC's
19 regulations under section 251. 47 U.S.C. § 252(e)(2). In the second place, Autotel's
20 proposed agreement has not been submitted by the parties; Qwest has not agreed to its
21 terms and conditions.

22 Fourth, Autotel argues that "Qwest's insistence that Autotel wait to be aggrieved
23 by a second discretionary state commission agreement approval determination in order to
24 seek judicial review of a prior mandatory arbitration determination simply delays the
25 resolution of the dispute" and that "[t]his is an example of Qwest's violation of the duty to
26 negotiate in good faith." Petition at 3. Again, the relevance of this argument is not clear.
27 Autotel has filed an appeal of the *Arbitration Decision* and once it is limited to
28 appropriate issues over which the federal district court has jurisdiction, the court will

1 presumably proceed to address Autotel's claim that the *Arbitration Decision* does not
2 comply with the Act. Autotel should await the outcome of that appeal before seeking
3 arbitration of a new interconnection agreement before the Commission, particularly where
4 it has not even operated under the terms of the Approved Agreement and its term has not
5 expired. Autotel's claim that Qwest has not negotiated in good faith has already been
6 addressed above.

7 None of Autotel's arguments has any merit.

8 **II. Issues Autotel Does Not Identify**

9 Autotel fails to raise any issue that addresses a dispute between the parties on the
10 language of a proposed interconnection agreement. In the event the Commission does not
11 dismiss the Petition for the reasons identified above, Qwest believes that the Commission
12 should reaffirm its *Arbitration Decision* and approve the Approved Agreement, which is
13 Attachment 1 to this response. Qwest notes that a computer-generated comparison of the
14 Autotel's proposed interconnection agreement and Attachment 1 shows that essentially
15 every term is different.³⁹ Therefore, were the Commission to undertake an arbitration,
16 there would be numerous issues to consider. Of course, it is Qwest's position that the
17 Commission should not even consider the Autotel proposal for the reasons set forth above.

18 **CONCLUSION**

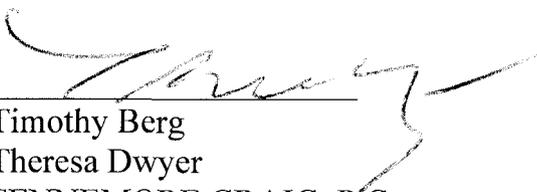
19 Qwest respectfully submits that the Commission should dismiss the Petition. The
20 process that the Act contemplates would be rendered meaningless if Autotel were allowed
21 to initiate arbitration proceedings for a new agreement after the Commission has resolved
22 disputed issues between the parties in a prior arbitration proceeding and approved an
23 interconnection agreement, simply because Autotel is dissatisfied with the Commission's
24 decision. In addition, the Commission should dismiss the Petition because Autotel has
25

26
27 ³⁹ The differences in the agreements are so complete that Qwest considered it
28 unhelpful to the Commission to submit the comparison as an attachment. Nevertheless,
upon request, Qwest would be pleased to provide the Commission with a copy of the
comparison.

1 failed to comply with its duties under Section 252(b)(2)(A) of the Act and
2 A.A.C. R14-2-1505.B.2. It has not identified any unresolved issues in an interconnection
3 agreement, provided the positions of the parties on unresolved issues and identified
4 resolved issues in an interconnection agreement. The issues that Autotel raises are not
5 arbitrable claims under Section 252.

6 Based on the Commission's findings and conclusions in the *Arbitration Decision*
7 that the language of the Approved Agreement complies with Qwest's obligations under
8 the Act, the Commission should reject Autotel's improper attempt to collaterally attack
9 the *Arbitration Decision*.

10 RESPECTFULLY SUBMITTED this 13th day of December, 2005.

11
12 By 

13 Timothy Berg
14 Theresa Dwyer
15 FENNEMORE CRAIG, P.C.
16 3003 N. Central Ave, Suite 2600
17 Phoenix, Arizona 85012
18 (602) 916-5421

19 Norman G. Curtright
20 Corporate Counsel
21 QWEST CORPORATION
22 4041 N. Central Ave., Suite 1100
23 Phoenix, Arizona 85012
24 (602) 630-2187

25 *Attorneys for Qwest Corporation*

26 ORIGINAL + 13 copies filed this 13th day of December, 2005:

27 Docket Control
28 ARIZONA CORPORATION COMMISSION
1200 West Washington
Phoenix, AZ

1 COPY delivered this 10th day of December, 2005:

2 Amy Bjelland
3 Administrative Law Judge
4 Arizona Corporation Commission
5 1200 West Washington
6 Phoenix, AZ 85007

7 Ernest Johnson
8 Utilities Division
9 Arizona Corporation Commission
10 1200 West Washington
11 Phoenix, AZ 85007

12 Christopher Kempley
13 Legal Division
14 Arizona Corporation Commission
15 1200 West Washington
16 Phoenix, AZ 85007

17 COPY mailed this 5th day of December, 2005:

18 Richard L. Oberdorfer
19 Autotel
20 114 North East Penn Avenue
21 Bend, OR 97701

22 
23 _____

24 1742025.1/67817.179

25
26
27
28

ATTACHMENT 1

**WIRELESS INTERCONNECTION
AGREEMENT - ARIZONA**

BETWEEN

QWEST CORPORATION

AND

AUTOTEL

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WIRELESS INTERCONNECTION SERVICE AGREEMENT

This Wireless Interconnection Agreement is between Autotel ("Autotel" or "Carrier"), a Nevada corporation, and Qwest Corporation ("Qwest"), a Colorado corporation.

Carrier is licensed by the Federal Communications Commission ("FCC") as a Commercial Mobile Radio Service ("CMRS") provider. Qwest and Carrier both agree to interconnect their facilities and exchange traffic for the benefit of the Parties. Services provided by Qwest to Carrier under this Agreement are provided pursuant to Carrier's role as a CMRS provider.

I. RECITALS

- A. Pursuant to this Agreement, Carrier and Qwest, collectively "the Parties", will extend certain arrangements to one another for the purpose of offering wireless to wireline or wireline to wireless services within each LATA in which they both operate within the State of Arizona. This Agreement is a combination of agreed terms and terms imposed by arbitration under Section 252 of the Communications Act of 1934, as modified by the Telecommunications Act of 1996 ("the Act"), and as such does not necessarily represent the position of either Party on any given issue. The Parties enter into this Agreement without prejudice to any position they may have taken previously, or may take in the future in any legislative regulatory, or other public forum addressing any matters, including matters related to the types of arrangements prescribed by this Agreement.
- B. In the event of any amendment to the Act, any effective legislative action or any effective regulatory or judicial order, generic cost docket, rule, regulation, arbitration award or other legal action purporting to apply to the provisions of the Act which revises, modifies or reverses the Applicable rules upon which the agreement is based, either Party may, by providing written notice to the other Party, require that the effected 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. 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, it shall be resolved in accordance with the Dispute Resolution provision of this Agreement. In cases of conflict between the terms of this agreement and any Qwest tariff, then the rates, terms and conditions of this Agreement shall prevail.

II. SCOPE OF AGREEMENT

- A. The Agreement also sets forth the terms, conditions and prices under which the Parties agree to provide interconnection for CMRS carriers only in association with CMRS services and reciprocal compensation for the exchange of traffic between Qwest and Carrier for purposes of offering

telecommunications services. Unless otherwise provided in this Agreement, the Parties will perform all of their obligations hereunder throughout, to the extent provided in the Appendices attached hereto. The Agreement includes all accompanying appendices.

- B. In the performance of their obligations under this Agreement, the Parties shall act in good faith and consistently with the intent of the Act. Where notice, approval or similar action by a Party is permitted or required by any provision of this Agreement, (including, without limitation, the obligation of the Parties to further negotiate the resolution of new or open issues under this Agreement) such action shall not be unreasonably delayed, withheld or conditioned.

III. DEFINITIONS

- A. "Access Tandem" means a Qwest switching system which switches calls between end offices.
- B. "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 a Commission within its state of jurisdiction.
- C. "Automatic Number Identification" or "ANI" means a Feature Group D signaling parameter which refers to the number transmitted through a network identifying the billing number of the calling party.
- D. "Basic Exchange Telecommunications Service" means a service offered to end users which provides the end user with a telephonic connection to, and a unique local telephone number address on, the public switched telecommunications network, and which enables such end user 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 statement and unless otherwise agreed, Basic Exchange Telecommunications Service includes access to ancillary services such as 911, directory assistance and operator services.
- E. "Calling Party Number" or "CPN" is a Common Channel Signaling ("CCS") parameter which refers to the number transmitted through a network identifying the calling party. Reference Technical Pub. 77342.
- F. "Call Termination" involves the terminating carrier's end office switching and delivery of terminating traffic from that end office switch to the called party's location.
- G. "Call Transport" is the tandem switching and transmission of terminating traffic from the tandem to the terminating carrier's end office switch that directly serves the called party.

- H. "CMRS" or "Commercial Mobile Radio Service" is as defined in the Communications Act of 1934 as amended by the Telecommunications Act of 1996.
- I. "Central Office Switch" means a switch used to provide Telecommunications Services, including, but not limited to:
- a. "End Office Switches" which are used to terminate Customer station loops for the purpose of interconnecting to each other and to trunks; and
 - b. "Tandem Office Switches" which are used to connect and switch trunk circuits between and among other Central Office Switches. Access tandems provide connections for exchange access and non-local traffic while local tandems provide connections for local/EAS traffic.
- J. "Collocation" means an arrangement whereby one Party's (the "Collocating Party") facilities are terminated in its equipment necessary for Interconnection or for access to Network Elements on an unbundled basis which has been installed and maintained at the premises of a second Party (the "Housing Party"). Collocation may be "physical" or "virtual". In "Physical Collocation," the Collocating Party installs and maintains its own equipment in the Housing Party's premises. In "Virtual Collocation," the Housing Party installs and maintains the Collocating Party's equipment in the Housing Party's premises.
- K. "Commission" means the Arizona Corporation Commission."
- L. "Common Channel Signaling" or "CCS" means a method of digitally transmitting call set-up and network control data over a special signaling network fully separate from the public voice switched network elements that carry the actual call. The CCS protocol used by the Parties shall be Signaling System 7(SS7).
- M. "Customer" means a third-party (residence or business) that subscribes to Telecommunications Services provided by either of the Parties.
- N. "Digital Signal Level" means one of several transmission rates in the time division multiplexing hierarchy.
- O. "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.
- P. "Digital Signal Level 3" or "DS3" means the 44.736 Mbps third-level 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.
- Q. "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, a

Telcordia document that defines industry standards for exchange message records.

- R. "Extended Area Service (EAS)/Local Traffic means traffic that is originated by an end user of one Party and terminates to an end user of the other Party as defined in accordance with Qwest's then current EAS/Local serving areas, as determined by the Commission.
- S. "Interconnection" is as described in the Act and refers to the connection of separate pieces of equipment, facilities, or platforms between or within networks for the purpose of transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic.
- T. "Interexchange Carrier" or "IXC" means a carrier that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services.
- U. "InterLATA" is a term used to describe telecommunications functions originating in one LATA and terminating in another.
- V. "IntraLATA" is a term used to describe telecommunications functions originating and terminating in the same LATA.
- W. "InterMTA" is a term used to describe telecommunications functions used by CMRS providers originating in one MTA and terminating in another.
- X. "Local Access and Transport Area (LATA)" denotes a geographical area established for the provision and administration of communications service. It encompasses one or more designated exchanges, which are grouped to serve common social, economic and other purposes.
- Y. "Local Calling Area (LCA)" is a geographic area defined by the MTA within which Carrier provides CMRS services where local interconnection rates apply excluding roaming traffic as defined in FCC First Report and Order 96-325 47CFR 51701 (b) (2).
- Z. "Local Tandem" is a Qwest switching system that switches calls to and from end offices within the state commission defined wireline local calling area for call completion.
- AA. "Major Trading Area (MTA)" is a geographic area established in Rand McNally's 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 Communications Act of 1934 as amended.
- BB. "MECAB" refers to the Multiple Exchange Carrier Access Billing (MECAB) document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), that functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document, published by Telcordia as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an access service provided by two

or more LECs (including a LEC and a CLEC), or by one LEC in two or more states within a single LATA.

- CC. "MECOD" refers to the Multiple Exchange Carriers Ordering and Design (MECOD) Guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), that functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECOD document, published by Telcordia as Special Report SR STS-002643, establishes recommended guidelines for processing orders for access service that is to be provided by two or more LECs (including a LEC and a CLEC). It is published by Telcordia as SRBDS 00983.
- DD. "Meet-Point Billing" or "MPB" refers to an agreement whereby two LECs (including a LEC and CLEC) jointly provide switched access service to an Interexchange Carrier, with each LEC (or CLEC) receiving an appropriate share of the transport element revenues as defined by their effective access tariffs.
- EE. "Mid-Span Meet" is a point of interconnection between two networks, designated by two telecommunications carriers, at which one carrier's responsibility for service begins and the other carrier's responsibility ends.
- FF. "Mobile Switching Center (MSC)" may also be referred to as Personal Communications Switching Center (PCSC) or Wireless Switching Center (WSC). The MSC is a configuration of equipment designed to provide wireless service to a wireless subscriber. Typically the switching element is referred to as MSC and provides the connection of call to other subscribers or the first point of switching for Carrier's customers.
- GG. "Non-Local Calls" is the completion of InterMTA, Roaming and/or Jointly Provided Switched Access calls based on location of wireless subscriber and Qwest land line end users as defined in FCC First Report and Order 96-325 paragraph 1043, to which interconnection Access charges will be applicable.
- HH. "North American Numbering Plan" or "NANP" means the numbering plan used in the United States that also serves Canada, Bermuda, Puerto Rico 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.
- II. "NXX" means the fourth, fifth and sixth digits of a ten-digit telephone number.
- JJ. "Party" means either Qwest or Carrier and "Parties" means Qwest and Carrier.
- KK. "Point of Connection" or "POC" is a physical location where Carrier is interconnected with the Local Exchange Carrier Network.

- LL. "Point of Interface" or "POI" is a mutually agreed upon point of demarcation where the exchange of traffic between two LECs (including a LEC and a CLEC) takes place.
- MM. "Reciprocal Compensation Credit" for purposes of this Agreement is defined as a monetary credit for 2-way wireline to wireless traffic (except for Calling Party Pays) which is originated by a Qwest landline subscriber and terminates to a Wireless Carrier's subscriber within the LCA.
- NN. "Service Control Point" or "SCP" means a signaling end point that acts as a database to provide information to another signaling end point (i.e., Service Switching Point or another SCP) for processing or routing certain types of network calls. A query/response mechanism is typically used in communicating with an SCP.
- OO. "Serving Wire Center (SWC) denotes the Qwest office from which dial tone for local exchange service should, absent special arrangements such as FX (Foreign Exchange) or FCO (foreign Central Office) service be provided to Carrier.
- PP. "Signaling Transfer Point" or "STP" means a signaling point that performs message routing functions and provides information for the routing of messages between signaling end points. An STP transmits, receives and processes Common Channel Signaling ("CCS") messages.
- QQ. "Tariff Services" as used throughout this Agreement refers to Qwest interstate tariffs and state tariffs, price lists, price schedules and catalog.
- RR. "Telecommunications Carrier" means any provider of telecommunications services, 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 Commission shall determine whether the provision of fixed and mobile satellite service shall be treated as common carriage.
- SS. "Transit Traffic" is traffic that originates from one provider's network, "transits" another provider's network substantially unchanged, and terminates to yet another provider's network.
- TT. "Trunk Group" is a set of trunks of common routing, origin and destination and which serve a like purpose or function, e.g., a 2A Local Tandem Connection or a 2B High Usage Group Connection are each separate Trunk Groups.
- UU. "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. However, for purposes of Collocation Service, Wire Center shall mean those points eligible for

such connections as specified in the FCC Docket No. 91-141, and rules adopted pursuant thereto.

- VV. "Wireless" is communications services provided by a CMRS carrier in accordance with its CMRS license.
- WW. "Wireless Service Request " or "WSR" means the industry standard forms and supporting documentation used for ordering Access Services. The WSR will be used to order trunking and facilities between Carrier and Qwest for Wireless Interconnection Service.
- XX. "Wireline" is communications services provided by Qwest or other non-CMRS telecommunications carriers.
- YY. Terms not otherwise defined here, but defined in the Act or in regulations implementing the Act, shall have the meaning defined there.

IV. RECIPROCAL TRAFFIC EXCHANGE

A. Scope

1. Reciprocal traffic exchange addresses the exchange of traffic between Carrier subscribers and Qwest end users. If such traffic is local, the provisions of this Agreement shall apply. Reciprocal traffic exchange covered by this Agreement is for Wireless interconnection for CMRS carriers only in association with CMRS services. Other interconnections are covered by separate contract, tariff or price lists. Wireless interconnection hereunder is intended for wireless to wireline or wireline to wireless, but not wireline to wireline communications. Such Wireless interconnection will 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.
2. Autotel may interconnect its network facilities at any one (1) or more technically feasible points of interconnection. The Parties agree to interconnect at one (1) or more of Qwest's Tandem Switches (Type 2) or to Qwest's End Office Switches (Type 1 or Type 2), at Autotel's option. For each LATA in which Autotel wants to establish interconnection with Qwest, Autotel must establish at least one (1) physical point of interconnection in Qwest territory.
3. Interconnection Descriptions
 - a. Type 2 A Interconnections.
 - i. The Type 2A Local Interconnection connects Carrier's switch to a Qwest Local Tandem and exchanges traffic between Carrier and NXXs served by the end offices subtending the Local Tandem. This

interconnection arrangement carries both first routed direct final traffic and traffic overflowed on an alternate final basis from a Type 2B High Use interconnection arrangement.

Traffic may not be exchanged between local tandems and access tandems as there is no inter-tandem trunking between them.

- ii. The Type 2A Access Tandem Interconnection connects Carrier's switch to a Qwest Access Tandem. An access tandem exchanges switched access traffic, toll tandem switched intraLATA toll, and local tandem exchanges traffic between Carrier and Qwest End Offices other than those subtending the associated Local Tandem. An interconnection is required to the toll tandem in the geographic area in which the Carrier has local service. Qwest will allow Interconnection for the exchange of local traffic at Qwest's access tandem without requiring Interconnection at the local tandem, at least in those circumstances when traffic volumes do not justify direct connection to the local tandem; and regardless of whether capacity at the access tandem is exhausted or forecasted to exhaust.

Local traffic may not be sent to one access tandem for termination to another access tandem, as there is not inter-tandem trunking between them for the delivery of EAS/Local and Local Calling Area traffic.

- iii. Type 2A Equal Access Interconnection. This direct final route trunk group is used for the exchange of Interexchange carrier or operator access traffic. It is an interconnection with inband signaling using Feature Group D signaling protocol between a CMRS provider's switch and the Access Tandem serving the area in which the POC is located. The service enables the CMRS provider's subscribers to use their pre-subscribed Interexchange Carrier of choice. Equal Access trunks are available as one way out (mobile to land) and are not available as one way in (land to mobile), two-way or for paging trunks.

b. Type 2B High Use Interconnections.

The Type 2B High Use Interconnection is a direct, two-way trunk group interconnection between Carrier's switch and a Qwest End Office, within the same LATA, with overflow traffic routed over an associated Type 2A trunk group to the

Qwest designated Local Tandem. Type 2B High Use Service is only available in conjunction with an associated Type 2A Service and is offered only where facilities and operating conditions permit. Carrier's and Qwest's local traffic can be exchanged over this interconnection. It can also provide routing of Carrier-originated traffic to Feature Group A or Type 1 numbers residing within the Qwest End Office switch. Carrier will not route ancillary traffic or traffic terminating to Interexchange Carrier's via Feature Group B, C, or D through the Type 2B High Use interconnection. Type 2B High Use trunks are required when actual busy hour traffic exceeds 512 CCS to a Qwest end office.

c. Type 2D Interconnection is a direct final trunk group between Carrier's switch and the Operator Services Tandem for delivery of Operator Services calls, Directory Assistance calls, and National Directory Assistance calls. Type 2D trunks are available as one way out mobile to land only and are not available for paging. SS7 or MF Signaling may be used.

d. Ancillary Interconnection is a one way mobile to land connection between Carrier's switch and the Qwest Serving Wire Center of the POC which includes Qwest common transport to terminate calls for miscellaneous traffic including: Directory Assistance, Operator Services (collect, credit card, and Third Party Billed), Toll Free Services, and 911.

e. Type 1 Interconnection

The Type 1 Interconnection is a trunk side connection with line treatment (except for a 2-wire analog loop, which is available as a line side connection). Each trunk is translated like a line. Blocks of telephone numbers will be assigned to Autotel from an NXX assigned to Qwest's End Office Switch. Reservation and implementation of numbers will be in blocks of 20 or 100.

Autotel shall establish Type 1 trunk groups to at least one Qwest End Office in each of the EAS/Local Calling Areas where Autotel provides service.

f. Toll Blocking Service.

Selective Class of Call Screening (which restricts by operator identification outgoing toll calls to collect, third party billed, and credit card calls only), and when available and to the extent it is operational, Billed Number Screening (which prevents billing of incoming calls on a received collect

or third number basis) are available to Carrier with the Type 1 interconnection. Any product having its own contractual terms and conditions separate from this Agreement is excluded from Toll Blocking Service.

B. Types of Traffic

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

1. EAS/Local and Local Calling Area traffic as defined above.
2. Non-local traffic as defined above.
3. Switched access traffic, or interLATA toll traffic, as specifically defined in Qwest's state and interstate switched access tariffs, and generally identified as that traffic that originates at one of the Party's end users 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 users, whether or not the traffic transits the other Party's network.
4. Transit traffic is any traffic other than switched access that originates from one Telecommunications Carrier's network, transits another Telecommunications Carrier's network, and terminates to yet another Telecommunications Carrier's network.

Transit service provides the ability for a Telecommunications Carrier to use its connection to a local or access tandem for delivery of calls that originate with a Telecommunications Carrier and terminate to a company other than the tandem company, such as another Competitive Local Exchange Carrier, an existing Exchange Carrier, or a wireless carrier. In these cases, neither the originating nor terminating end user is a customer of the tandem Telecommunications Carrier. The tandem Telecommunications Carrier will accept traffic originated by a Party and will terminate it at a point of interconnection with another local, intraLATA or interLATA network Telecommunications Carrier. This service is provided through local and access tandem switches.

5. Ancillary traffic includes all traffic destined for ancillary services, or that may have special billing requirements, including, but not limited to the following:
 - a. Directory Assistance
 - b. 911/E911
 - c. Operator call termination (busy line interrupt and verify)
 - d. 800/888
 - e. LIDB
 - f. Information services requiring special billing.

6. Unless otherwise stated in this Agreement, ancillary traffic will be exchanged in accordance with whether the traffic is Local, intraLATA, Toll, or Switched Access.

C. Types of Exchanged Traffic

1. Termination of EAS /Local and Local Calling Area Traffic.

Local traffic will be exchanged as Type 1 and/or Type 2 Service.

2. Transport of Local Traffic

As negotiated between the Parties, the exchange of local traffic between the Parties may occur in several ways:

- a. The Parties agree to use two-way trunking when technically feasible and agree to share proportionally in the cost of those facilities.
 - b. Where one-way trunking is used, each Party will be solely responsible for the cost of that facility.
 - c. Based on forecasted traffic at Carrier's busy hour in CCS, where there is a DS1's worth of traffic (512 CCS) between the Carrier switch and a Qwest end office, the Parties agree to provision a Type 2B dedicated (i.e., direct) two-way trunk group from the Carrier switch directly to the Qwest end office. To the extent that Carrier has established a collocation arrangement at a Qwest end office location, and has available capacity, the Parties agree that Carrier shall provide two-way Type 2B dedicated direct trunk facilities, unless one-way is technically required, from that end office to the Carrier switch. In all other cases, the direct facility may be provisioned by Qwest or Carrier or a third party. If both Carrier and Qwest desire to provision the facility and cannot otherwise agree, the Parties may agree to resolve the dispute through the submission of competitive bids.
 - d. Telcordia document GR-145 - Core - Compatibility Information for Interconnection of a Wireless Services Provider and a Local Exchange Carrier Network, addresses blocking requirements for interconnection.
3. Transit Traffic.
 - a. Qwest will accept traffic originated by Carrier and will terminate it at a point of interconnection with another CLEC, Exchange Carrier, Interexchange Carrier or Wireless Carrier. Qwest will provide this transit service through local and

access tandem switches. Qwest may provide other network providers with Wireless interconnection usage reports on traffic which originated from Carrier when requested. Carrier may also provide Qwest with transit service.

- b. To the extent technically feasible for Type 2 Services, the Parties involved in transporting transit traffic will deliver calls to each involved network with CCS/SS7 protocol and the appropriate ISUP/TCAP message to facilitate full interoperability and billing functions. In all cases, the originating company is responsible to follow the EMR standard and to exchange records with both the transiting company and the terminating company, to facilitate the billing process to the originating network.
- c. The Parties will use industry standards developed to handle the provisioning and billing of Switched Access by multiple providers (MECAB, MECOD and the Parties' FCC tariffs), including the one-time provision of notification to Carrier of the billing name, billing address and carrier identification codes of all interexchange carriers originating or terminating at each Qwest access tandem.

4. Non-Local Traffic.

Non-Local Traffic is InterMTA, Roaming and/or Jointly Provided Switched Access traffic. Non-Local Traffic includes, but is not limited to, traffic originated by one Party, carried by an IXC, and terminated by the other Party. Reciprocal Compensation does not apply to Non-Local Traffic. For convenience, the location of the initial cell site when a call begins shall be used as the determinant of the geographic location of the mobile customer.

D. Rate Structure – Local Traffic

1. Call Termination

- a. The Parties agree that call termination rates as described in Section I, Reciprocal Compensation, will apply reciprocally for the termination of EAS/Local and Local Calling Area Traffic.
- b. The Parties acknowledge that Carrier will initially serve all of the customers within a given LATA through a single Carrier switch. The Parties also acknowledge that Carrier may, in the future, deploy additional switches in each LATA. For purposes of call termination, the initial Carrier switch shall be treated as a tandem switch.

- c. The Parties agree that Internet Service Provider (ISP) traffic between them will be *de minimus*. However, for compensation purposes for the exchange of ISP traffic the Parties will not bill each other for this traffic during the term of this agreement.

2. Call Transport

For traffic terminated at a Qwest or Carrier tandem switch, the tandem call transport rates described in Section I, Reciprocal Compensation shall apply reciprocally. The tandem call transport rates provide for tandem switched transport and tandem switching.

3. Transport

- a. When one-way trunking to the other Party's end office for the termination of Wireless traffic is used, each Party will be responsible for its own expenses associated with the trunks and no transport charges will apply. Call termination charges shall apply as described above.
- b. Transport rate elements include the dedicated transport facilities between the POC and the terminating Party's tandem or end office switch. The applicable rates are described in Exhibit A.
- c. Dedicated transport facilities are provided as dedicated DS3, DS1 or DS0 facilities for the use of either Party between the Party's switch and the terminating end office or tandem switch.
- d. When two-way dedicated trunks are used, the compensation for such jointly used 'shared' facilities shall be adjusted as follows. The nominal compensation shall be pursuant to the rates for dedicated transport in Exhibit A. The actual rate paid to the provider of the dedicated trunk facility shall be in accordance with the Reciprocal Compensation Section of this Agreement.
- e. Multiplexing options are available at rates described in Exhibit A.

E. Rate Structure - Non-Local Traffic

Applicable Switched Access Tariff rates, terms, and conditions apply to non-local traffic routed to an access tandem, toll tandem, local tandem, or directly to an end office. Relevant rate elements include Direct Trunk Transport (DTT) or Tandem Switched Transport (TST), Interconnection Charge (IC), Local Switching, and Carrier Common Line, as appropriate.

F. Rate Structure - Transit Traffic

Transit Traffic rates apply for the use of Qwest's network to transport transit traffic. For transiting local traffic, the applicable local transit rate applies to the originating Party per Exhibit A. For transiting non-local traffic, the Parties will charge the applicable switched access rates to the responsible carrier. Reciprocal Compensation does not apply to Transit Traffic.

G. Measuring Wireless Interconnection Minutes

1. Measured usage begins when Carrier'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 Carrier's customer or the disconnection signal from the terminating End Office. Qwest will only charge Carrier 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.
2. Where technically feasible, Qwest and Carrier are required to provide each other the proper call information (e.g., originated call party number and destination call party number, etc.) to enable each Party to issue bills in a complete and timely fashion.

H. Billing Parameters

1. **Interconnection Access Traffic.** The completion of non-local calls based on location of wireless subscriber and Qwest landline end user traffic originating and terminating outside of the CMRS defined local calling area and for that roaming traffic, as defined in FCC First Report and Order 96-325 paragraph 1043, the rates found in the applicable Switched Access Tariff, intrastate or interstate are applicable. Relevant rates include Interconnection Charge (IC), Local Switching, Carrier Common Line, and Tandem Switched Transport.
2. **Interconnection Facility.** Interconnection may be accomplished through the provision of an Analog Loop or a DS1 or DS3 Entrance Facility. An Analog Loop or Entrance Facility extends from the Qwest Serving Wire Center to Carrier's Switch or POC. Analog Loops and Entrance Facilities may not extend beyond the serving area of the Qwest Serving Wire Center. The rates for Analog Loops and Entrance Facilities are provided in Exhibit A.
3. **Dedicated Transport.** When a Party's switch is beyond the serving area of the Qwest Serving Wire Center, dedicated transport extends the Interconnection facility to the tandem or end office. The interoffice facilities can be DS0, DS1 or DS3 digital systems. The 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. Monthly rates for dedicated transport do not apply when Wireless Interconnection is on a SHNS ring.

Qwest will provide Direct Trunked Transport LATA-wide where facilities are available. If Direct Trunked Transport is greater than fifty (50) miles in length, and existing facilities are not available in either Party's network, and the Parties cannot agree as to which Party will provide the facility, the Parties will bring the matter before the Commission for resolution on an Individual Case Basis.

4. Call Termination. End office switching occurs at the end office serving the called landline number. It is assessed per minute of use to all traffic.
5. Multiplexing. Multiplexing performed at the serving wire center enables a DS1 NAC to be connected to a DS0 Dedicated Transport System. A DS3 system will be multiplexed down to a DS1 level in order to connect with the digital switch. One-time charges for multiplexing are incurred only when the multiplexing element is installed subsequent to the installation of the NAC.
6. Transiting Traffic. For traffic terminating to another network provider's switch on a local and access basis, Carrier will reimburse Qwest for tandem switching and tandem transport based on the rates listed in Exhibit A. Agreements between Carrier and the other network providers for termination are not covered by this representation. In all cases, the originating company is responsible to follow the EMR standard and to exchange records with both the transiting company and the terminating company, to facilitate the billing process to the originating network.
7. Call Transport - Tandem Switching and Transport. The interoffice facility between the tandem and the end office serving the dialed number. It is assessed per minute of use for all local and interconnection access Tandem traffic.

I. Reciprocal Compensation

1. The Parties agree that, because this State is a new market for Autotel, call termination and call transport compensation for EAS/Local and Local Calling Area Traffic shall be based upon the bill and keep mechanism, whereby neither Party charges the other Party for the termination of EAS/Local and Local Calling Area Traffic originated by the other Party. Bill and keep shall govern compensation for such traffic exchanged by the Parties in this state until the earlier of: (1) the expiration of this agreement, or (2) further action by the Federal Communications Commission, or a court of competent jurisdiction, vacates, replaces, modifies, or supersedes

the applicable rules adopted in Order on Remand and Report and Order, CC docket Nos. 96-98, 99-68, FCC 01-131 (rel. Apr. 27, 2001).

2. Reciprocal Compensation Credit Method of Billing.

- a. A Party providing two-way dedicated facilities will charge the other Party the rates set forth in Exhibit A less 50%. Qwest will use its Reciprocal Compensation Credit Method of Billing to calculate the rate described above if Qwest is providing the two-way facility to Autotel based on the following criteria:

The Reciprocal Compensation Credit for two-way dedicated facility charges provided by Qwest shall be based on the rates listed on Exhibit A for three components: the Entrance Facility, Dedicated Transport (Mileage) and Multiplexing. The sum of these charges will be reduced by a factor of .50 (fifty percent) as a credit to reflect that the traffic on these facilities is relatively balanced. The two-way facility charges and the facilities credit will appear on the current month's bill to Autotel.

J. Miscellaneous Charges

The following Miscellaneous Charges found in Exhibit A apply.

Due Date Change
Design Change Charge
Additional Engineering
Additional Labor Installation
Additional Labor Other
Testing and Maintenance
Maintenance of Service
Cooperative Scheduled Testing
Manual Scheduled Testing
Nonscheduled Testing
Nonscheduled Cooperative Testing
Nonscheduled Manual Testing
Additional Dispatch
Cancellation of Service Order
Expedited Order Charge

Reciprocal compensation does not apply to Miscellaneous Charges. Cancellation charges will apply to cancelled Type 1 and Type 2 trunk orders, based upon the critical dates, terms and conditions in accordance with Exhibit A and the Trunk Nonrecurring Charges referenced in this Agreement.

K. Standard Billing Arrangement

Upon termination of Bill and Keep for EAS/Local and Local Calling Area Traffic, both Parties shall mutually agree, in advance, on the form and content of the bill prior to initiating such billing.

L. Type 2 Service Interface Code Availability and Optional Features

1. Interface Code Availability.

Supervisory Signaling specifications, and the applicable network channel interface codes for Type 2 Service trunks, are the same as those defined in Telcordia Reference Documents GR-145 - CORE & BR-795-403-100.

2. Optional Features

Inband MF or SS7 Out of Band Signaling.

Inband MF signaling and SS7 Out of Band Signaling are available for Type 2 Service trunks. MF signaling or SS7 Out-of-Band Signaling must be requested on the order for the new Type 2 Service trunks. Provisioning of the Type 2 Service trunks equipped with SS7 Out of Band Signaling is the same as that used for Feature Group D Switched Access. Common Channel Signaling Access Capability Service, as set forth in this Agreement, must be ordered by Carrier when SS7 Out-of-Band Signaling is requested on Type 2 Service trunks.

Multi Frequency Address Signaling or MF Signaling is a signaling method used to transmit address information over voice frequency transmission facilities. It is also referred to as in band signaling. Where SS7 signaling is not available or not technically feasible by both Parties, in band MF wink start signaling will be used. When SS7 option becomes available in both networks, the Parties will jointly work to convert existing MF Signaling to SS7.

M. Testing

1. Acceptance Testing

At the time of installation of a Service trunk group, and at no additional charge, the Parties will cooperatively test the same parameters tested for terminating Feature Group D Switched Access Service. Please see Qwest's applicable switched access tariff for the specifications.

2. Testing Capabilities

a. Terminating Type 2 Service testing is provided where equipment is available, with the following test lines: seven-

digit access to balance (100 type), milliwatt (102 type), non-synchronous or synchronous, automatic transmission measuring (105 type), data transmission (107 type), loop-around, short circuit, open circuit, and non-inverting digital loopback (108 type).

- b. In addition to Type 2 Service 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 Exhibit A, Miscellaneous Charges. Reciprocal Compensation does not apply to testing.

N. Ordering

1. A POC Form, consistent with the sample form attached as Exhibit C, will be completed for each POC covered under this Agreement. Although not attached to this Agreement, all POC Forms shall be considered a part of this Agreement and are hereby incorporated by reference.
2. When ordering Type 2 Service, the ordering Party shall specify on the service order: 1) the type and number of interconnection facilities to terminate at the point of interconnection in the serving wire center; 2) the dedicated trunk transport; 3) the peak busy hour CCS from the Carrier end office; 4) the number of trunks to be provisioned at a local exchange office or tandem; 5) and any optional features (see form Exhibit B). 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.
3. When the ordering Party initially orders a DS3 interconnection facility, in conjunction with a tandem or local exchange office, the provider will forward the appropriate DS1 facility record information necessary to identify the circuit facility assignment (CFA). On subsequent orders utilizing existing DS3 interconnection facilities, or DS3 dedicated trunk transport facilities, the provider will assign the DS1 facility to the DS3 interconnection facility or DS3 direct trunk transport facility, as directed by the ordering Party.
4. A joint planning meeting will precede Carrier and Qwest trunking orders. These meetings will result in the transmittal of Wireless Service Requests (WSRs) to initiate order activity. A Party requesting tandem interconnection will provide its best estimate of the traffic distribution to each end office subtending the tandem.
5. Service intervals and due dates for negotiated arrangements will be determined on an individual case basis.

O. Billing Arrangements

1. Where feasible, Qwest will provide 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.
2. To the extent each Party has such information, it will forward the appropriate recording and rating for transiting traffic. In all cases, the originating company is responsible for following the Exchange Message Record (EMR) standard and to exchange records with both the transiting company and the terminating company, to facilitate the billing process to the originating network.
3. For billing purposes, if either Party is unable to classify on an automated basis traffic delivered by Carrier as local or non-local, and, for non-local traffic, intrastate or interstate, Carrier will provide Qwest with a Percent Local Use (PLU) factor, which represents the estimated portion of total traffic delivered by Carrier to Qwest that originates and terminates within the same MTA, and a Percent Interstate Use (PIU) factor, which represents the estimated interstate portion of InterMTA traffic delivered by Carrier. Carrier agrees that it will not transport calls between MTA's during the term of this agreement, therefore the initial PLU factor of 100% will be applied to the measured mobile to land Carrier minutes of use terminated on Qwest's network to determine the local minutes of use for which Bill and Keep apply. The PIU factor is applied to the remaining non-local minutes of use to determine the portion of non-local minutes to be billed at interstate access rates as opposed to intrastate access rates. The PLU and PIU factors will be updated on an annual basis to commence one (1) year after the Commission approval of this Interconnection Agreement and thereafter updated on a semi-annual basis. Carrier will provide the PLU and PIU factors to Qwest thirty (30) days prior to their effective date.

Should Qwest terminate a call on Carrier's network, that, because Carrier's customer is roaming in another cellular system in another MTA in another state, the call will be routed on Carrier's own interstate facilities to the cellular system in which Carrier's customer is roaming (as defined in FCC First Report and Order 96-325 paragraph 1043), carrier will be charged interstate access charges by Qwest for such call. If, however, in this same situation Carrier routes the call to an Interexchange Carrier, as is the common practice, instead of using its own interstate facilities, then Carrier shall not be charged interstate access charges.

4. Qwest and Carrier desire to submit separate bills, pursuant to their separate tariffs, to interexchange carriers for their respective portions of jointly provided switched access service.
5. Based on the negotiated POI, the Parties will agree on a meet point percentage to enable the joint provisioning and billing of Switched Access Services to third parties in conformance with the Meet-Point Billing guidelines adopted by and contained in the Ordering and Billing Forum's MECAB and MECOD documents and referenced in Qwest's Switched Access Tariffs. The Parties understand and agree that MPB arrangements are available and functional only to/from Interexchange Carriers who directly connect with the tandem(s) that Carrier sub-tends in each LATA.
6. The Parties will use reasonable efforts, individually and collectively, to maintain provisions in their respective federal and state access tariffs, and/or provisions within the National Exchange Carrier Association ("NECA") Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.
7. As detailed in the MECAB document, Carrier and Qwest will exchange all information necessary to bill third parties for Switched Access Services traffic jointly handled by Carrier and Qwest via the meet point arrangement in a timely fashion. Information shall be exchanged in EMR format (Telcordia Standard BR 010-200-010, as amended) on magnetic tape or via a mutually acceptable electronic file transfer protocol. The Parties will exchange records pursuant to this paragraph without additional compensation.
8. The Parties will agree upon reasonable audit standards and other procedures as required to ensure billing accuracy.
9. Each company will bill the IXC's the appropriate rate elements in accordance with their respective interstate and intrastate tariffs, as follows:

<u>Rate Element</u>	<u>Billing Company</u>
Carrier Common Line	Dial Tone Provider
Local Switching	Dial Tone Provider
Interconnection Charge	Dial Tone Provider
Local Transport Termination	Based on negotiated BIP
Local Transport Facility (also called Tandem Transmission per mile)	Based on negotiated BIP
Tandem Switching	Access Tandem Provider
NAC Facility	Access Tandem Provider

10. For originating 800/888 traffic routed to an access tandem, the tandem provider will perform 800/888 database inquiry and translation functions and bill the inquiry charge and translation charge (if any) to the interexchange carrier pursuant to tariff.

P. Mileage Measurement

Where required, the mileage measurement for DS0, DS1, or DS3 facilities is measured from the V&H coordinates of the Serving Wire Center of Carrier's POC to the V&H coordinates the Qwest tandem or end office. Carrier's mileage measurement will be twenty-five miles.

Q. Reserved for Future Use

V. INTERCONNECTION

A. Definition

1. "Interconnection" is the linking of the Qwest and Carrier networks for the mutual exchange of traffic and for Carrier access to unbundled network elements. Interconnection does not include the transport and termination of traffic. Interconnection is provided by virtual or physical collocation, Qwest's network facilities or Mid-Span Meet arrangements.
2. Qwest will provide interconnection with its network including, at a minimum; the line side of the local switch, the trunk side of the local switch, trunk interconnection points of the tandem switch, central office cross-connect points, and signaling transfer points necessary to exchange traffic, access call related databases and the points of access to unbundled network elements.

B. Mid-Span Meet POI

1. A Mid-Span Meet POI is a negotiated Point of Interface requiring new construction by Qwest and is limited to the Interconnection of facilities between one Party's Switch and the other Party's Switch. The actual physical Point of Interface and facilities used will be subject to negotiations between the Parties. Each Party will be responsible for its portion of the build to the Mid-Span Meet POI. These Mid Span Meet POIs will consist of facilities used for the Provisioning of one or two way Type 1 and Type 2 and Jointly Provided Switched Access Interconnection trunks, as well as Ancillary trunks such as, OS, DA, and 911 trunk groups. Requests for negotiation of a Mid-Span Meet POI for Type 1 interconnection will be made through the Special Request Process as defined in Section XVI.

C. Collocation

Interconnection may be accomplished through either virtual or physical collocation. The terms and conditions under which collocation will be available are described in Section VI herein.

D. Quality of Interconnection

Qwest will not, for the purpose of interconnection, provide to Carrier facilities built to lessor standards than Qwest provides itself or in a manner less efficient than it would impose on itself. The quality of interconnection will be at least equal to that of Qwest.

Both Parties agree to manage their network switches in accordance with the Telcordia LSSGR. The acceptable service levels for Type 2 Service and the criteria for applying protective controls will be administered in the same manner as the network management for Switched Access Service.

E. Trunking Requirements for Type 1 Interconnection

1. The Parties agree to provide designed interconnection facilities that meet technical criteria and service standards, such as probability of blocking in peak hours and transmission standards, in accordance with industry standards.
2. Two-way trunk groups will be established when ever possible. Exceptions to this will be based on recording capabilities, signaling, and network requirements.
3. Trunk group connections will be made at an analog, DS0, DS1, or multiple DS1 level.
4. Inband Multifrequency (MF) wink start signaling will be used with Type 1. Pulse or DTMF signaling may be ordered where available through the Special Request Process as defined in Section XVI.

F. Trunking Requirements for Type 2 Interconnection

1. The Parties agree to provide designed interconnection facilities that meet technical criteria and service standards, such as probability of blocking in peak hours and transmission standards, in accordance with industry standards. If Carrier desires additional trunks, Qwest would charge full charges, without applying reciprocal compensation credits.
2. Two-way trunk groups will be established wherever possible. Exceptions to this provision will be based on billing, signaling, and network requirements. For example, (1) billing requirements - recording capabilities, and (2) network requirements - directory assistance traffic to TOPS tandems. The following is the current list of traffic types that require separate trunk groups, unless specifically otherwise stated in this Agreement. If Carrier becomes a transit provider separate trunk groups as stated in F(2)(f) and F(2)(g) below shall apply.
 - a. IntraLATA toll and switched access trunks

- b. EAS/Local trunks
 - c. Directory Assistance trunks
 - d. 911/E911 trunks
 - e. Operator services trunks
 - f. Transit intraLATA toll
 - g. Transit local
 - h. Meet Point Billing Trunks (for the joint provision of switched access).
3. Two-way trunks are offered only where technically feasible. Mobile to land two-way trunks are only available where the Qwest switch can support the rating and billing of mobile to land traffic.
4. Trunk group connections will be made at a DS1 or multiple DS1 level for exchange of EAS/Local, intraLATA toll, wireless/Commercial Mobile Radio Service, and switched access traffic. Ancillary service trunk groups will be made below a DS1 level, as negotiated.
5. The Parties will provide Common Channel Signaling (CCS) to one another, where available, in conjunction with all Local/EAS Trunk Circuits. All CCS signaling parameters will be provided including calling party number (CPN), originating line information (OLI) calling party category, charge number, etc. All privacy indicators will be honored.
6. Where CCS is not available, in-band multi-frequency (MF) wink start signaling will be provided. When the Parties interconnect via CCS for jointly provided switched access service, the tandem provider will provide MF/CCS interworking as required for interconnection with interexchange carriers who use MF signaling.
7. The Parties will follow all Ordering and Billing Forum adopted standards pertaining to CIC/OZZ codes.
8. Qwest will cooperate in the provision of TNS (Transit Network Selection) for the joint provision of switched access.
9. Single Point of Presence (SPOP)
- a. Single Point of Presence (SPOP) in the LATA is a Type 2 Interconnection trunking option that allows Autotel to establish one physical point of presence in the LATA in Qwest's territory. Qwest and Autotel may then exchange traffic at the SPOP utilizing trunking as described following.
 - b. By utilizing SPOP in the LATA, Autotel can deliver both Exchange Access (IntraLATA Toll Non-IXC) and Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic and Exchange Service EAS/Local traffic at Qwest's

Access Tandem Switches. Autotel can also utilize Qwest's behind the tandem infrastructure to terminate traffic to specific end offices. The SPOP is defined as Autotel's physical point of presence.

- c. SPOP in the LATA includes an Entrance Facility (EF), Expanded Interconnect Channel Termination (EICT), or Mid Span Meet POI and Direct Trunked Transport (DTT) options available at both a DS1 and DS3 capacity.
- d. Where there is a Qwest local tandem serving an end office that Autotel intends to terminate traffic, the following conditions apply:
 - i. Autotel may interconnect for the exchange of Qwest Local/EAS traffic at either the Qwest access tandem or the Qwest local tandem, at Autotel's option. When Autotel is interconnected at the access tandem and where there would be a DS1's worth of local traffic (512 CCS) between Autotel's switch and a Qwest local tandem or a Qwest end office subtending the Qwest access tandem, Autotel will order a direct trunk group to that Qwest Local tandem or end office.
 - (A). Qwest will allow interconnection for the exchange of Qwest local traffic at Qwest's access tandem without requiring interconnection at the local tandem, at least in those circumstances when traffic volumes do not justify direct connection to the local tandem.
 - (B). When a Autotel has an NXX that subtends a local tandem, but the anticipated traffic to and from the NXX is less than 1 DS1s (512 CCS) worth of traffic, Autotel may choose to use the access tandem for local traffic in the circumstances described above in V.F.9.d.i.(A). The Autotel will be required to submit an electronic letter on Autotel letterhead to Qwest stating at which local tandems they will not interconnect. This letter should include, the local tandem CLLI(s) and Autotel specific NPA-NXXs for the local tandems. In addition, Autotel will provide a revised electronic letter to Qwest of any changes in the network configuration or addition/deletions of NPA-NXXs of the aforementioned local tandems.

- ii. Connections to a Qwest local tandem may be two-way or one-way trunks. These trunks will carry Exchange Service EAS/Local traffic only.
 - iii. A separate trunk group to the Qwest access tandem is necessary for the exchange of non-local Exchange Access (IntraLATA Toll Non-IXC) traffic and jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic.
- e. Where there is no Qwest local tandem serving a Qwest end office, Autotel may choose from one of the following options:
- i. A two-way Autotel Type 2 trunk group to the Qwest access tandem for Autotel traffic terminating to, originating from, or passing through the Qwest network that combines Exchange Service EAS/ Local, Exchange Access (IntraLATA Toll Non-IXC) and Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic.
 - ii. A two-way Autotel Type 2 trunk group to the Qwest access tandem for Autotel Jointly Provided Switched Access (InterLATA and IntraLATA IXC) Traffic terminating to and originating from the IXC Feature Group (FG) A/B/D network through the Qwest network and an additional two-way trunk Group to the Qwest access tandem for the combined Exchange Service EAS/Local and Exchange Access (IntraLATA Toll Non-IXC) traffic terminating to, originating from, and transiting the Qwest network.
 - (A). If Autotel uses two way trunking, Qwest will send all Exchange Service EAS/Local, Exchange Access (IntraLATA Toll Non-IXC) and Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic delivered To the Qwest access tandem on the same combined trunk.
 - iii. A one-way terminating Autotel Type 2 trunk group to the Qwest access tandem for Autotel traffic destined to or through the Qwest network that combines Exchange Service EAS/Local, Exchange Access (Intra LATA Toll Non-IXC) and Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic.

- iv. Autotel may utilize a one-way Type 2 trunk group to the Qwest access tandem for Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic terminating to the IXC FG A/B/D network through the Qwest Network, and an additional one-way trunk group to the Qwest access Tandem for the combined Exchange Service EAS/ Local, Exchange Access (IntraLATA Toll Non-IXC) traffic terminating to, originating from, and transiting the Qwest network.
 - (A). If Autotel orders either of the above one-way trunk options, Qwest will return the traffic via one combined Exchange Service EAS/ Local, and Exchange Access (IntraLATA Toll Non-IXC) trunk group.
- v. To the extent Qwest combines Exchange Service (EAS/Local), Exchange Access (IntraLATA Toll carried solely by Local Exchange Carriers), and Jointly Provided Switched Access (InterLATA and IntraLATA Calls exchanged with a third-party IXC) traffic on a single trunk group, Qwest, at Autotel's request, will declare a percent local use factor (PLU). Such PLU(s) will be verifiable with either call summary records utilizing Calling Party Number information for jurisdictionalization or call detail samples. Autotel should apportion per minute of use (MOU) charges appropriately.
- f. Qwest assumes Autotel will be originating traffic destined for end users served by each Qwest access tandem in the LATA, therefore, Autotel must order Type 2 trunking to each Qwest access tandem in the LATA to accommodate routing of this traffic. Additionally, when there is more than one Qwest access tandem within the LATA boundary, Autotel must order Type 2 trunking to each Qwest access tandem that serves its end-user customers' traffic to avoid call blocking. Alternatively, should Autotel accept the conditions as outlined in the SPOP Waiver (Exhibit D), Trunking will not be required to each Qwest access tandem in a Multi-access tandem LATA. The Autotel needs trunking to each local tandem where they have a customer base if not utilizing the option of interconnecting at the access tandem for local as described in V.F.9.d.i.(A). The 512 CCS rule and other direct trunking requirements will apply for direct trunking to Qwest end offices.
- g. If Direct Trunked Transport is greater than 50 miles in length, and existing facilities are not available in either Party's network, and the Parties cannot agree as to which

Party will provide the facility, the Parties will construct facilities to a mid-point of the span.

- h. Autotel will provide notification to all Co-Providers in the local calling areas of Autotel's change in routing when Autotel chooses to route its traffic in accordance with Qwest's SPOP interconnection trunking.
- i. Ordering
 - i. SPOP in a LATA will be ordered based upon the standard ordering process for the type of facility chosen. See the Qwest Interconnection and Resale Resource Guide for further ordering information.
 - ii. Autotel will issue ASR's denoting change activity for existing trunk groups converting to SPOP trunk groups in the same LATA.
 - iii. SPOP elements, such as EF; DTT; EICT; and multiplexing will be billed in accordance with the interconnection agreement (see Exhibit A).

G. Interconnection Forecasting

- 1. The Parties agree that during the first year of interconnection, joint forecasting and planning meetings will take place no less frequently than once per quarter.
- 2. The Parties shall establish joint forecasting responsibilities for traffic utilization over trunk groups. Intercompany forecast information must be provided by the Parties to each other four times a year. The quarterly forecasts shall include forecasted requirements for each trunk group identified in Paragraph F(2) of this Section. In addition, the forecast shall include, for tandem-switched traffic, the quantity of tandem-switched traffic forecasted for each subtending end office. The Parties recognize that, to the extent historical traffic data can be shared between the Parties, the accuracy of the forecasts will improve. Forecasts shall be for a minimum of three (current and plus-1 and plus-2) years;
 - a) The use of Common Language Location Identifier (CLLI-MSG), which are described in Telcordia documents BR 795-100-100 and BR 795-400-100;
 - b) A description of major network projects anticipated for the following six months that could affect the other Party. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities that are reflected by a significant increase or

decrease in trunking demand for the following forecasting period. This planning will include the issues of network capacity, forecasting and compensation calculation, where appropriate.

3. If differences in quarterly forecasts of the Parties vary by more than 24 additional two-way trunks for each Local Interconnection Trunk Group, the Parties shall meet to reconcile the forecast to within 24 trunks.
4. If a direct final trunk group is under 75 percent of centum call seconds (CCS) capacity on a monthly average basis for each month of any three month period, either Party may request to resize the trunk group, which resizing will not be unreasonably withheld. If a resizing occurs, the trunk group shall not be left with less than 25 percent excess capacity. In all cases, grade of service objectives identified below shall be maintained.
5. Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

H. Service Interruptions.

1. Standards and procedures for notification of trunk disconnects will be jointly developed by the Parties. Neither Party shall be expected to maintain active status for a trunk disconnected by the other Party for an extended or indefinite period of time. Collectively, the Parties will use their best good faith efforts to complete and agree on such plan.
2. 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 their plant; 3) violate any applicable law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities; or 4) create hazards to the employees of either Party or to the public. Each of these requirements is hereinafter referred to as an "Impairment of Service".
3. If either Party causes 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.

4. When Carrier reports trouble to Qwest and no trouble is found in Qwest equipment, Carrier will be responsible for payment of service maintenance charges as specified in Exhibit A, for the period of time from when Qwest's personnel are dispatched to when Qwest work is completed. Failure of Qwest's personnel to find trouble in Qwest's service will not result in a charge if the trouble is actually in that service, but not discovered at that time. Conversely, if Qwest reports trouble to Carrier and no trouble is found in Carrier's equipment, Qwest will be responsible for payment of service maintenance charges for the period of time that Carrier's personnel are involved.
5. No out-of-service credit will apply for the interruption involved if the service maintenance charge applies as a result of the trouble not being in Qwest's equipment, but is, in fact, a result of a failure in the equipment or service of Carrier.
6. Each Party shall be solely responsible, and bear the expense, for the overall design of its services. Each Party shall also be responsible for any redesign or rearrangement of its services that may be required because of changes in facilities, operations or procedures, minimum network protection criteria, and operating or maintenance characteristics of the facilities.
7. 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.
8. Each Party shall furnish a trouble reporting telephone number for the designated Repair Center. This number shall give access to the location where facility records are normally located and where current status reports on any trouble reports are readily available. 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.
9. Before either Party reports a trouble condition, they shall use their best efforts to isolate the trouble to the other's facilities.
 - a. 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 carriers.
 - b. The Parties shall cooperate in isolating trouble conditions.

VI. COLLOCATION

Should the Parties desire to establish a collocation relationship, through either physical or virtual collocation, the Parties will enter into negotiations for a separate Collocation amendment to this Agreement.

VII. UNBUNDLED ACCESS/ELEMENT

Qwest shall provide nondiscriminatory access to the unbundled network elements (UNEs) and UNE combinations in accordance with applicable law. Should Autotel request provision of appropriate UNE's, Qwest will provide them in accordance with the terms and conditions of its current Arizona SGAT through a separate amendment to this Agreement.

VIII. ANCILLARY SERVICES AND ARRANGEMENTS

Ancillary services as required by the Act will be addressed in separate agreements between the Parties. These include, but are not limited to Signaling Access to Call-Related Databases, Directory Assistance, Directory Listings, Busy Line Verify/Interrupt, Non-Local Traffic and Assistance Operator Services, LIDB, Access to Poles/Ducts/Conduits/Rights of Way, 800 and CMDS. Reciprocal Compensation does not apply to Ancillary Services and Arrangements.

IX. ACCESS TO OPERATIONAL SUPPORT SYSTEMS (OSS)

Qwest is developing a proposal for access to its Operational Support Systems (OSS) to meet the requirements of the FCC's 1st and 2nd Orders. Specific provisions related to OSS will be contained in a separate agreement between the Parties.

X. ACCESS TO TELEPHONE NUMBERS

Number Resources Arrangements.

1. Nothing in this Agreement shall be construed in any manner to limit or otherwise adversely impact either Party's right to the request and assignment of any NANP number resources including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines (last published by the Industry Numbering Committee ("INC") as INC 95-0407-008, Revision 4/19/96, formerly ICCF 93-0729-010).
2. To the extent Qwest serves as Central Office Code Administrator for a given region, Qwest will support all CMRS requests related to central office (NXX) code administration and assignments in the manner required and consistent with the Central Office Code Assignment Guidelines. In each location where Carrier establishes a POC for a Wireless interconnection Carrier may be assigned

separate NXX codes to be contained at either Carrier's POC or MSC.

3. The Parties will comply with code administration requirements as prescribed by the Federal Communications Commission, the Commission, and accepted industry guidelines.
4. 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) guidelines to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities. The Parties will cooperate to establish procedures to ensure the timely activation of NXX assignments in their respective networks.
5. Each Party shall be responsible for notifying its customers of any changes in numbering or dialing arrangements to include changes such as the introduction of new NPAs or new NXX codes.
6. Until an impartial entity is appointed to administer telecommunications numbering and to make such numbers available on an equitable basis, Qwest will assign NXX codes to CMRS in accordance with national guidelines at no charge.
7. Each Party is responsible for administering NXX codes assigned to it. Each Party is responsible for obtaining Local Exchange Routing Guide ("LERG") listings of CLLI codes assigned to its switches. Each party shall use the LERG published by Telcordia or its successor for obtaining routing information and shall provide all required information to Telcordia for maintaining the LERG in a timely manner. Both Parties will make all reasonable efforts to conserve numbers.

XI. CALL COMPLETION FROM QWEST OPERATORS

Qwest Operators will provide operator call completion and call completion and rating information and like assistance to any end user customer reaching Qwest Operators (including information for calls to Carrier' NXXs) in the same manner as they provide such services for end user customers served by Qwest NXXs and for calls involving only Qwest NXXs.

XII. QWEST DEX ISSUES

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

XIII. ACCESS TO DATABASES

In accordance with Section 271 of the Act, QWEST shall provide Carrier with interfaces to access Qwest's databases and associated signaling necessary for the routing and completion of Carrier traffic.

XIV. NOTICE OF CHANGES

If a Party makes a change in its network which it believes will materially affect the inter-operability of its network with the other Party, the Party making the change shall provide advance notice of such change to the other Party in accordance with the applicable FCC regulations. Such coordination will include, at a minimum, providing at least ninety (90) days advance written notice of the nature of the changes and when the changes will occur.

If the licensed service areas of QWEST or Carrier change, the Parties agree to negotiate in good faith any necessary modifications to this Agreement.

XV. REFERRAL ANNOUNCEMENT

Carrier will provide a voice intercept announcement or distinctive signals to the calling party when a call is directed to a number within a Carrier NXX that is not assigned by Carrier. When Carrier is not able to complete calls because of malfunction, Carrier will provide proper signaling to the calling party advising that the call cannot be completed. Carrier will provide supervisory tones or voice announcements to the calling party on all calls, consistent with standard industry practices.

XVI. SPECIAL REQUEST PROCESS

- A. The Special Request Process shall be used for the following requests:
1. Requesting specific product feature(s) be made available by Qwest that are currently available in a switch, but which are not activated.
 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.
 3. Requesting a combination of Unbundled Network Elements that is a combination not currently offered by Qwest as a standard product and:
 - a. that is made up of UNEs that are defined by the FCC or the Commission as a network element to which Qwest is obligated to provide unbundled access, and;
 - b. that is made up of UNEs that are ordinarily combined in the Qwest network.

4. Requesting an Unbundled Network Element that does not require a technical feasibility analysis and has been defined by the FCC or the State Commission as a network element to which Qwest is obligated to provide unbundled access, but for which Qwest has not created a standard product, including, but not limited to, OC-192 (and such higher bandwidths that may exist) UDIT, EEL between OC-3 and OC-192 and new varieties of subloops.
- B. Any request that requires an analysis of Technical Feasibility shall be rejected.
 - C. A Special Request shall be submitted in writing and on the appropriate Qwest form, which is located on Qwest's website.
 - D. Qwest shall acknowledge receipt of the Special Request within two (2) business days of receipt.
 - E. Qwest shall respond with an analysis, including costs and timeframes, within fifteen (15) business days of receipt of the Special Request. In the case of UNE Combinations, the analysis shall include whether the requested combination is a combination of network elements that are ordinarily combined in the Qwest network. If the request is for a combination of network elements that are not ordinarily combined in the Qwest network, the analysis shall indicate to Autotel that it should use the BFR process if Autotel elects to pursue its request.
 - F. Upon request, Qwest shall provide Autotel with Qwest's supporting cost data and/or studies for Unbundled Network Elements that Autotel 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.

XVII. AUDIT PROCESS

- A. "Audit" shall mean the comprehensive review of:
 1. Data used in the billing process for services performed and facilities provided under this Agreement; and
 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 for interconnection or access to unbundled elements.

- B. The data referred to in subsection A.2., above, shall be relevant to any performance standards that are adopted in connection with this Agreement, through negotiation, arbitration or otherwise.

This Audit shall take place under the following conditions:

1. Either Party may request to perform an Audit.
2. The Audit shall occur upon 30 business days written notice by the requesting Party to the non-requesting Party.
3. The Audit shall occur during normal business hours.
4. There shall be no more than one Audit requested by each Party under this Agreement in any 12-month period.
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.
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.
7. All transactions under this Agreement which are over 24 months old will be considered accepted and no longer subject to Audit.
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.
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.
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.
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).

- C. 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, Carrier 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.

XVIII. AUDIOTEXT AND MASS ANNOUNCEMENT SERVICES

- A. The Parties agree that access to the audiotext, mass announcement and information services of each Party should be made available to the other Party upon execution of an agreement defining terms for billing and compensation of such calls. Services included in this category include 976 calls, whether flat rated or usage sensitive, intra-LATA 900 services and other intra-LATA 976-like services. Such calls will be routed over the Ancillary Trunks.
- B. Carrier and Qwest will work together in good faith to negotiate and execute the agreement for billing and compensation for these services within 90 days of the execution of this Agreement. The Parties agree that their separate agreement on audiotext and mass announcement services will include details concerning the creation, exchange and rating of records, all of which will occur without any explicit charge between the Parties, as well as a process for the handling of uncollectables so that the originating Party does not have any responsibility for uncollectables.
- C. Until such time that such an agreement is executed, Carrier may choose to block such calls, or Carrier will agree to back-bill and compensate retroactively for such calls once the subsequent agreement is executed retroactive to the effective date of this Agreement.

- 1. Usage Sensitive Compensation.

All audiotext and mass announcement calls shall be considered toll calls for purposes of reciprocal compensation between the Parties. Compensation will be paid based on the compensation for toll calls referenced in this Agreement with respect to reciprocal compensation between the Parties, except that such compensation shall be paid by the Party terminating the call, rather than the Party originating the call.

- 2. Billing and Collection Compensation.

Billing and collection compensation will be dealt with in the agreement referenced in this section.

XIX. LOCAL INTERCONNECTION DATA EXCHANGE FOR BILLING

- A. There are certain types of calls or types of interconnection that require exchange of billing records between the Parties, including, for example, alternate billed and Toll Free Service calls. The Parties agree that all call types must be routed between the networks, accounted for, and settled among the parties. Certain calls will be handled via the Parties' respective operator service platforms. The Parties agree to utilize, where possible and appropriate, existing accounting and settlement systems to bill, exchange records and settle revenue.
- B. The exchange of billing records for alternate billed calls (e.g., calling card, bill-to-third number, and collect) will be distributed through the existing CMDS processes, unless otherwise separately agreed to by the Parties.
- C. Inter-Company Settlements ("ICS") revenues will be settled through the Calling Card and Third Number Settlement System ("CATS"). Each Party will provide for its own arrangements for participation in the CATS processes, through direct participation or a hosting arrangement with a direct participant.
- D. Non-ICS revenue is defined as collect calls, calling card calls, and billed to third number calls which originate on one service provider's network and terminate on another service provider's network in the same Local Access Transport Area ("LATA"). The Parties agree to negotiate and execute an Agreement within 30 days of the execution of this Agreement for settlement of non-ICS revenue. This separate arrangement is necessary since existing CATS processes do not permit the use of CATS for non-ICS revenue. The Parties agree that the CMDS system can be used to transport the call records for this traffic.
- E. Both Parties will provide the appropriate call records to the intraLATA Toll Free Service Provider, thus permitting the Service Provider to bill its subscribers for the inbound Toll Free Service. No adjustments to bills via tapes, disks or NDM will be made without the mutual agreement of the Parties.

XX. RESERVED FOR FUTURE USE

XXI. SERVICE STANDARDS

A. Definitions

When used in this Section, the following terms shall have the meanings indicated.

1. "Specified Performance Commitment" means the commitment by Qwest to meet the Performance Criteria for any Specified Activity during the Specified Review Period.

2. "Specified Activity" means any of the following activities:
 - a. Installation Activities -- apply to resold services, unbundled loops, unbundled switching, and interim number portability:
 - i. Installation Intervals Offered (measured from application date to original due date);
 - ii. Installation Commitments Met;
 - iii. Installation Reports within 7 days (percent of reports per total of new, to or change orders).
 - b. Repair Activities -- apply to resold service, unbundled loops, unbundled switching, and interim number portability:
 - i. Out of Service Cleared in Less Than 24 Hours (percent of total out of service reports);
 - ii. Report Rate per 100 Access Lines;
 - iii. Repair Commitments Met;
 - iv. Out of Service and Service Affecting Cleared in Less than 48 Hours;
 - v. Repair Repeat Reports within 30 Days (Percent of Repeats per 100 Access Lines).
 - c. Trunking Activities -- includes interconnection trunks:
 - i. Defects per 1 Million Calls (Dedicated Facilities/Trunkside only).
3. "Performance Criteria" means, with respect to a Specified Review Period (i.e., a calendar month or quarter), the performance by Qwest for the specified activities for Carrier will meet or exceed the average performance by Qwest for the total universe of specified activities.

B. Failure to Meet the Performance Criteria. If during a Specified Review Period, Qwest fails to meet the performance criteria, Qwest will use its best efforts to meet the Performance Criteria for the next Specified Review Period. If Qwest fails to meet the performance criteria for two consecutive periods, the Parties agree, in good faith, to attempt to resolve such issues through negotiation or non-binding arbitration. This paragraph shall not be construed to waive either Party's right to seek legal or regulatory intervention as provided by state or federal law. Carrier may seek regulatory or other legal relief including requests for specific performance of Qwest's obligations under this Agreement.

- C. **Limitations.** Qwest's failure to meet or exceed the Performance Criteria cannot be as a result, directly or indirectly, of a Delaying Event. A "Delaying Event" means (a) a failure by Carrier to perform any of its obligations set forth in this Agreement, (b) any delay, act or failure to act by a Customer, agent or subcontractor of Carrier or (c) any Force Majeure Event. If a Delaying Event prevents Qwest from performing a Specified Activity, then such Specified Activity shall be excluded from the calculation of Qwest's compliance with the Performance Criteria.
- D. **Records.** Qwest shall maintain complete and accurate records, for the Specified Review Period of its performance under this Agreement for each Specified Activity and its compliance with the Performance Criteria. Qwest shall provide to Carrier such records in a self-reporting format. The parties agree that such records shall be deemed "Proprietary Information".
- E. **Cost Recovery.** Qwest reserves the right to recover the costs associated with the creation of the above reports and standards through a future proceeding before a regulatory body. Such a proceeding may address a wide range of implementation costs not otherwise recovered through charges established herein.

XXII. MISCELLANEOUS TERMS

A. General Provisions

1. Each Party is individually responsible to provide facilities within its network which are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in the standard format compatible with the other Party's network and to terminate the traffic it receives in that standard format or the proper address on its network. Such facility shall be designed based upon the description and forecasts provided under this Agreement. 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.
2. 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 Customers, and each Party may discontinue or refuse service if the other Party violates this provision. Upon such violation, either Party shall provide the other Party notice of such violation, if practicable, at the earliest practicable time.
3. Each Party is solely responsible for the services it provides to its Customers and to other Telecommunications Carriers.

4. 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.

B. Term of Agreement

1. This Agreement shall be effective as of the effective date of commission approval of this Interconnection Agreement and shall remain in effect for a period of 3 years, and thereafter shall continue in force and effect unless and until a new agreement, addressing all of the terms of this Agreement, becomes effective between the Parties. The Parties agree to commence negotiations on a new agreement no later than 2 1/2 years after this Agreement becomes effective. This Agreement shall become effective pursuant to Sections 251 and 252 of the Act.
2. This Agreement will terminate upon a revocation or other termination of either Party's governmental authority to provide the services contemplated by this Agreement. If the authority is temporarily suspended, exchange of traffic will cease only during the suspension if the suspended Party otherwise is and remains in full compliance under this Agreement.

C. Most Favored Nation Terms and Treatment

The Parties agree that the provisions of Section 252(i) of the Act shall apply, including state and federal interpretive regulations in effect from time to time.

D. Payment

1. Amounts payable under this Agreement are due and payable within thirty (30) days after the date of invoice. Billing and collection of usage charges by either Party from its customers shall have no bearing on the amount or timeliness of either Party's payment obligation to the other Party.
2. Unless otherwise specified in this Agreement, any amount due and not paid by the due date stated above shall be subject to the late payment factor of the Intrastate Access Service Tariffs, General Regulations for the state in which the Service is rendered.
3. Should either Party dispute any portion of the monthly billing under this Agreement, that Party will notify the other Party in writing within thirty (30) days of the receipt of such billing, identifying the amount and details of such dispute. The Parties shall pay all undisputed amounts due. The Parties agree to expedite the investigation of any disputed amounts in an effort to resolve and settle the dispute prior to initiating any other rights or remedies. Should the dispute

be found in Carrier's favor, Qwest will reimburse Carrier the resolved amount plus interest from the date of payment at the late payment factor of the Intrastate Access Service Tariffs, General Regulations for the state in which the service is rendered.

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

E. Taxes

Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's 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. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party.

F. Force Majeure

Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation

carriers (collectively, a "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.

G. Limitation of Liability

1. Each Party shall be liable to the other for direct damages for any loss, defect or equipment failure resulting from the causing Party's conduct or the conduct of its agents or contractors in performing the obligations contained in this Agreement.
2. Neither Party shall be liable to the other under this Agreement for indirect, incidental, consequential, or special damages, including (without limitation) damages for lost profits, lost revenues, lost 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.
3. Nothing contained in this Section shall limit either Party's liability to the other for willful or intentional misconduct, including its gross negligence, or its repeated breach of any one or more of its material obligations under this agreement.
4. Nothing contained in this Section shall limit either Party's obligations of indemnification as specified in the Indemnity Section of this Agreement.

H. Indemnity

1. With respect to third party claims, each of the Parties agrees to release, indemnify, defend and hold harmless the other Party and each of its officers, directors, employees and agents (each an "Indemnitee") from 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, costs and attorneys' fees, whether suffered, made, instituted, or asserted by any other party or person, for invasion of privacy, personal injury to or death of any person or persons, or for loss, damage to, or destruction of property, whether or not owned by others, resulting from the indemnifying Party's performance, breach of Applicable Law, or status of its employees, agents and subcontractors; or for failure to perform under this Agreement, regardless of the form of action.
2. The indemnification provided herein shall be conditioned upon:
 - a. 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.

- b. 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.
- c. 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.

I. Intellectual Property

- 1. Each Party hereby grants to the other Party the limited, personal and nonexclusive right and license to use its patents, copyrights and trade secrets but only to the extent necessary to implement this Agreement or specifically required by the then applicable federal and state rules and regulations relating to interconnection and access to telecommunications facilities and services, and for no other purposes. Nothing in this Agreement shall be construed as the grant to the other Party of any rights or licenses to trademarks.
- 2. The rights and licenses under Section J.1. above are granted "AS IS" and the other Party's exercise of any such right and license shall be at the sole and exclusive risk of the other Party. Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other based on or arising from any claim, demand, or proceeding (hereinafter "claim") by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision of any facilities by either Party under this Agreement constitutes infringement, or misuse or misappropriation of any patent, copyright, trade secret, or any other proprietary or intellectual property right of any third party.
- 3. Carrier shall not, without the express written permission of Qwest, state or imply that; 1) Carrier is connected, or in any way affiliated with Qwest or its affiliates, 2) Carrier is part of a joint business association or any similar arrangement with Qwest or its affiliates, 3) Qwest and its affiliates are in any way sponsoring, endorsing or certifying Carrier and its goods and services, or 4) with respect to Carrier advertising or promotional activities or materials, that the resold goods and services are in any way associated with or originated from Qwest or any of its affiliates. Nothing in this

paragraph shall prevent Carrier from truthfully describing the network elements it uses to provide service to its customers.

4. 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. Carrier may not use any patent, copyright, logo, trademark, trade name, trade secret or other intellectual property right of Qwest or its affiliates without execution of a separate agreement between the Parties.
5. Notwithstanding the above, unless otherwise prohibited by Qwest pursuant to an applicable provision herein, Carrier may use the phrase "Carrier is a reseller of Qwest services" (the "Authorized Phrase") in Carrier's printed materials provided:
 - a. The Authorized Phrase is not used in connection with any goods or services other than Qwest services resold by Carrier.
 - b. Carrier's use of the Authorized Phrase does not, in Qwest's sole discretion, cause customers to believe that Carrier is Qwest.
 - c. The Authorized Phrase, when displayed, appears only in text form (Carrier may not use the Qwest logo) with all letters being the same font and point size. The point size of the Authorized Phrase shall be no greater than one fourth the point size of the smallest use of Carrier's name and in no even shall exceed 8 point size.
 - d. Carrier shall provide all printed materials to Qwest for its prior written approval.
 - e. If Qwest determines that Carrier's use of the Authorized Phrase causes customer confusion, Qwest may in its sole discretion, immediately terminate Carrier's right to use the Authorized Phrase.
 - f. Upon termination of the Carrier's right to use the Authorized Phrase or termination of this Agreement, all permission or right to use the Authorized Phrase shall immediately cease to exist and Carrier shall immediately cease any and all such use of the Authorized Phrase. Carrier shall either promptly return to QWEST or destroy all materials in its possession or control displaying the Authorized Phrase.
6. Carrier acknowledges the value of the marks "Qwest" and "Qwest Communications" (the "Marks") and the goodwill associated

therewith and acknowledges that such goodwill is a property right belonging to Qwest Communications International Inc. and Qwest respectively (the "Owners"). Carrier recognizes that nothing contained in this Agreement is intended as an assignment or grant to Carrier of any right, title or interest in or to the Marks and that this Agreement does not confer any right or license to grant sublicenses or permission to third parties to use the Marks and is not assignable. Carrier will do nothing inconsistent with the Owners' ownership of the Marks, and all rights, if any, that may be acquired by use of the Marks shall inure to the benefit of the Owners. Carrier will not adopt, use (other than as authorized herein,) register or seek to register any mark anywhere in the world which is identical or confusingly similar to the Marks or which is so similar thereto as to constitute a deceptive colorable imitation thereof or to suggest or imply some association, sponsorship, or endorsement by the Owners. The Owners make no warranties regarding ownership of any rights in or the validity of the Marks.

J. Warranties

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

K. Assignment

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

L. Default

If either Party defaults in the payment of any amount due hereunder, or if either Party violates any other provision of this Agreement, and such default or violation shall continue for thirty (30) days after written notice thereof, the other Party may seek legal and/or regulatory relief. 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.

M. Disclaimer of Agency

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.

N. Severability

The Parties recognize that the FCC is promulgating rules addressing issues contained in this Agreement. In the event that any one or more of the provisions contained herein shall for any reason be held to be unenforceable in any respect under law or regulation, the parties will negotiate in good faith for replacement language. If replacement language cannot be agreed upon, either party may seek regulatory intervention, including negotiations pursuant to Sections 251 and 252 of the Act.

O. Nondisclosure

1. All information, including but not limited to specifications, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data, (i) furnished by one Party to the other Party dealing with customer specific, facility specific, or usage specific information, other than customer information communicated for the purpose of publication of directory database inclusion, or (ii) in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary", or (iii) communicated and declared to the receiving Party at the time of delivery, or by written notice given to the receiving Party within ten (10) days after delivery, to be "Confidential" or "Proprietary" (collectively referred to as "Proprietary Information"), shall remain the property of the disclosing Party. A Party who receives Proprietary Information via an oral communication may request written confirmation that the material is Proprietary Information. A Party who delivers Proprietary Information via an oral communication may request written confirmation that the Party receiving the information understands that the material is Proprietary Information.
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.

3. Each Party shall keep all of the other Party's Proprietary Information confidential and 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.
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 made public by the receiving Party pursuant to applicable law or regulation provided that the receiving Party shall give sufficient notice of the requirement to the disclosing Party to enable the disclosing Party to seek protective orders.
5. Notwithstanding the foregoing, the Parties acknowledge that certain Proprietary Information relating to usage and traffic termination data may be released, without the consent of the disclosing Party, to any third party carrier (i.e., ILEC, CLEC, or IXC) which terminates traffic on its network originated by Carrier's subscriber and transited through Qwest's network. The release shall be

conditioned upon Qwest having a similar non-disclosure agreement with that third party carrier.

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 date of this Agreement.

P. Survival

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

Q. Dispute Resolution

If any claim, controversy or dispute between the Parties, their agents, employees, officers, directors or affiliated agents ("Dispute") cannot be settled through negotiation, it shall be resolved by arbitration conducted by a single arbitrator engaged in the practice of law, under the then current rules of the American Arbitration Association ("AAA"). The Federal Arbitration Act, 9 U.S.C. Secs. 1-16, not state law, shall govern the arbitrability of all Disputes. The arbitrator shall not have authority to award punitive damages. All expedited procedures prescribed by the AAA rules shall apply. 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 shall occur in Tucson, Arizona or a location mutually agreed to by the Parties. Nothing in this Section shall be construed to waive or limit either Party's right to seek relief from the Commission, the Federal Communications Commission, or from any body of competent jurisdiction as provided by state or federal law.

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.

R. Controlling Law

This Agreement was negotiated by the Parties in accordance with the terms of the Act and the laws of the state where service is provided hereunder. It shall be interpreted solely in accordance with the terms of the Act and the applicable state law in the state where the service is provided.

S. Joint Work Product

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

T. Responsibility for Environmental Contamination

Neither Party shall be liable to the other for any costs whatsoever resulting from the presence or release of any environmental hazard that 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.

U. Notices

Any notices required by or concerning this Agreement shall be sent to the Parties at the addresses shown below:

Qwest Corporation
Director of Interconnection Compliance
1801 California St., Rm. 2410
Denver, Colorado 80202
Phone: 303-896-2707, Fax: 303-896-1287

Autotel
114 N.E. Penn Avenue
Bend, Oregon 97701
Phone: 541-389-5286, Fax: 541-389-9856

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

V. Responsibility of Each Party

Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of all employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Each Party will be solely responsible for proper handling, storage, transport and disposal at its own expense of all (i) substances or materials that it or its contractors or agents bring to, create or assume control over at work locations or, (ii) waste resulting therefrom or otherwise generated in connection with its or its contractors' or agents' activities at the work locations. Subject to the

limitations on liability and except as otherwise provided in this Agreement, each Party shall be responsible for (i) its own acts and performance of all obligations imposed by applicable law in connection with its activities, legal status and property, real or personal and, (ii) the acts of its own affiliates, employees, agents and contractors during the performance of that Party's obligations hereunder.

W. No Third Party Beneficiaries

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

X. Referenced Documents

All references to Sections, Exhibits, and Schedules shall be deemed to be references to Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. Whenever any provision of this Agreement refers to a technical reference, technical publication, Carrier practice, Qwest practice, any publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated into this agreement, it will be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successors) of such document that is in effect, and will include the most recent version or edition (including any amendments, supplements, addenda, or successors) of each document incorporated by reference in such a technical reference, technical publication, Carrier practice, Qwest practice, or publication of industry standards (unless Carrier elects otherwise). Should there be any inconsistency between or among publications or standards, Carrier shall elect which requirement shall apply.

Y. Publicity and Advertising

Neither Party shall publish or use any advertising, sales promotions or other publicity materials that use the other Party's logo, trademarks or service marks without the prior written approval of the other Party.

Z. Amendment

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

AA. Executed in Counterparts

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.

BB. Headings of No Force or Effect

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

CC. Cancellation Charges

Except as otherwise provided in any applicable tariff or contract referenced herein, no cancellation charges shall apply.

DD. Regulatory Approval

The Parties understand and agree that this Agreement will be filed with the Commission and may thereafter be filed with the FCC and shall, at all times, be subject to review by the Commission or the FCC. In the event any such review rejects any portion of this Agreement, renders it inoperable or creates any ambiguity of requirement for further amendment, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification.

EE. Compliance

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

FF. Compliance with the Communications Law Enforcement Act of 1994 ("CALEA")

Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with 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.

GG. Entire Agreement

This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.

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

Autotel

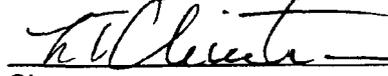

Signature

Richard L. Oberdorfer
Name Printed/Typed

President
Title

March 2, 2005
Date

Qwest Corporation


Signature

L.T. Christensen
Name Printed/Typed

Director-Interconnection Agreements
Title

3/3/05
Date

Wireless Type 1 Revised Exhibit A
Arizona

Select the appropriate type of contract below. For cost docket changes, leave blank:				EAS / Local Traffic Reciprocal Compensation Election			Notes		
				Reciprocal			REC	REC per Mile	NRC
New				Recurring	Recurring per Mile	Non-recurring			
Interconnection									
6.0	Interconnection Facility Option								
6.1	Intentionally Left Blank								
6.2	Intentionally Left Blank								
6.3	Reciprocal Compensation								
6.3.1	Interconnection Facility Options								
6.3.1.1	Entrance Facilities								
	6.3.1.1.1	Analog 2-Wire		\$30.20		\$262.04			
	6.3.1.1.2	Analog 4-Wire		\$72.63		\$262.04			
	6.3.1.1.3	DS1		\$89.42		\$256.87	C		C
	6.3.1.2	Connectivity							
	6.3.1.2.1	Analog per Channel		\$18.98					
	6.3.1.2.2	DS1 per Facility		\$39.12					
	6.3.1.2.3	Per DS1 on a DS3		\$39.12					
	6.3.1.3	Dial Outpulsing							
	6.3.1.3.1	Analog 2-Wire				\$180.85			
	6.3.1.3.2	Digital				\$180.85			
	6.3.1.4	Channel Performance							
	6.3.1.4.1	Loop Start		\$8.15					
	6.3.1.4.2	Ground Start		\$4.97					
	6.3.1.4.3	Loop with Reverse Battery		\$4.06					
6.3.2	Direct Trunked Transport								
6.3.2.1	Analog/DS0								
	6.3.2.1.1	0 to 8 Miles		\$52.27	\$0.00		C		C
	6.3.2.1.2	8 to 25 Miles		\$52.27	\$0.00		C		C
	6.3.2.1.3	25 to 50 Miles		\$52.27	\$0.00		C		C
	6.3.2.1.4	Over 50 Miles		\$52.27	\$0.00		C		C
	6.3.2.2	DS1							
	6.3.2.2.1	0 to 8 Miles		\$35.98	\$0.65		C		C
	6.3.2.2.2	8 to 25 Miles		\$35.99	\$0.94		C		C
	6.3.2.2.3	25 to 50 Miles		\$38.00	\$1.75		C		C
	6.3.2.2.4	Over 50 Miles		\$36.00	\$1.59		C		C
6.3.3	Trunk Nonrecurring Charges								
6.3.3.1	Analog/DS0 Interface								
	6.3.3.1.1	First Trunk							
		6.3.3.1.1.1	Installation			\$7.60			A
		6.3.3.1.1.2	Disconnect			\$0.53			
	6.3.3.1.2	Each Additional Trunk							
		6.3.3.1.2.1	Installation			\$7.60			A
		6.3.3.1.2.2	Disconnect			\$0.53			A
	6.3.3.2	DS1 Interface							
	6.3.3.2.1	First Trunk							
		6.3.3.2.1.1	Installation			\$7.60			A
		6.3.3.2.1.2	Disconnect			\$0.53			
	6.3.3.2.2	Each Additional Trunk							
		6.3.3.2.2.1	Installation			\$7.60			A
		6.3.3.2.2.2	Disconnect			\$0.53			A
6.3.4	Miscellaneous Charges								
	6.3.4.1	Additional Dispatch				\$83.10			
	6.3.4.2	Date Change				\$10.22			
	6.3.4.3	Design Change				\$72.79			
	6.3.4.4	Expedite Charge				ICB			
	6.3.4.5	Cancellation Charge				ICB			A
	6.3.4.6	Additional Engineering							A
		6.3.4.6.1	Basic, per 1/2 hour or fraction thereof			\$31.28			A
		6.3.4.6.2	Overtime, per 1/2 hour or fraction thereof			\$38.68			
	6.3.4.7	Additional Labor Installation							
		6.3.4.7.1	Overtime, per 1/2 hour or fraction thereof			\$8.89			
		6.3.4.7.2	Premium, per 1/2 hour or fraction thereof			\$17.78			

Wireless Type 1 Revised Exhibit A
Arizona

		Recurring	Recurring per Mile	Non- recurring	REC	REC per MIN	NRC
6.3.4.8	Additional Labor Other						
6.3.4.8.1	(Optional Testing) Basic, per 1/2 hour or fraction thereof			\$27.26			
6.3.4.8.2	(Optional Testing) Overtime, per 1/2 hour or fraction thereof			\$36.41			
6.3.4.8.3	(Optional Testing) Premium, per 1/2 hour or fraction thereof			\$45.57			
6.3.4.9	Testing and Maintenance						
6.3.4.9.1	Basic, per 1/2 hour or fraction thereof			\$28.96			
6.3.4.9.2	Overtime, per 1/2 hour or fraction thereof			\$38.68			
6.3.4.9.3	Premium, per 1/2 hour or fraction thereof			\$48.40			
6.3.4.10	Maintenance of Service						
6.3.4.10.1	Basic, per 1/2 hour or fraction thereof			\$27.26			
6.3.4.10.2	Overtime, per 1/2 hour or fraction thereof			\$36.41			
6.3.4.10.3	Premium, per 1/2 hour or fraction thereof			\$45.57			
6.3.4.11	Additional COOP Acceptance Testing						
6.3.4.11.1	Basic, per 1/2 hour or fraction thereof			\$28.96			
6.3.4.11.2	Overtime, per 1/2 hour or fraction thereof			\$38.68			
6.3.4.11.3	Premium, per 1/2 hour or fraction thereof			\$48.40			
6.3.4.12	NonScheduled COOP Testing						
6.3.4.12.1	Basic, per 1/2 hour or fraction thereof			\$28.96			
6.3.4.12.2	Overtime, per 1/2 hour or fraction thereof			\$38.68			
6.3.4.12.3	Premium, per 1/2 hour or fraction thereof			\$48.40			
6.3.4.13	NonScheduled Manual Testing						
6.3.4.13.1	Basic, per 1/2 hour or fraction thereof			\$28.96			
6.3.4.13.2	Overtime, per 1/2 hour or fraction thereof			\$38.68			
6.3.4.13.3	Premium, per 1/2 hour or fraction thereof			\$48.40			
6.3.4.14	Cooperative Scheduled Testing						
6.3.4.14.1	Loss, per 1/2 hour or fraction thereof			\$0.08			
6.3.4.14.2	C Message Noise, per 1/2 hour or fraction thereof			\$0.08			
6.3.4.14.3	Balance, per 1/2 hour or fraction thereof			\$0.33			
6.3.4.14.4	Gain Slope, per 1/2 hour or fraction thereof			\$0.08			
6.3.4.14.5	C Notched Noise, per 1/2 hour or fraction thereof			\$0.08			
6.3.4.15	Manual Scheduled Testing						
6.3.4.15.1	Loss, per 1/2 hour or fraction thereof			\$0.16			
6.3.4.15.2	C Message Noise, per 1/2 hour or fraction thereof			\$0.16			
6.3.4.15.3	Balance, per 1/2 hour or fraction thereof			\$0.65			
6.3.4.15.4	Gain Slope, per 1/2 hour or fraction thereof			\$0.16			
6.3.4.15.5	C Notched Noise, per 1/2 hour or fraction thereof			\$0.16			
6.3.5	Multiplexing						
6.3.5.1	DS1 to DS0	\$200.08		\$268.62	A		1
6.3.6	Intentionally Left Blank						
6.3.7	Exchange Services MTA / Local Traffic	Bill and Keep					
6.3.7.1	End Office Call Termination, per MOU	\$0.00097			C		
6.3.8	Intentionally Left Blank						
6.3.9	Intentionally Left Blank						
6.3.10	Non-Local Traffic	See Qwest FCC Switched Access Tariff					
6.3.11	ISP Bound Traffic						
6.3.11.1	Local Traffic-FCC-ISP Rate Caps						
6.3.11.1.1	MOU after June 14, 2004		Bill & Keep			4	
6.3.12	Transit Traffic						
6.3.12.1	Local Transit (Local Transit Assumed Mileage - 9 Miles)	See Tandem Switching and Tandem Transmission Rates Above					
6.3.12.2	Toll Transit	\$0.00228				1	
6.3.13	Jointly Provided Switched Access Services	See AZ Switched Access Tariff					
6.3.14	Category 11 Mechanized Record Charge, Per Record	\$0.001827				1	
7.0	Intentionally Left Blank						
8.0	Intentionally Left Blank						
9.0	Intentionally Left Blank						
10.0	Intentionally Left Blank						

**Wireless Type 1 Revised Exhibit A
Arizona**

	Recurring	Recurring per Mile	Non- recurring	REC	REC per Mile	MIC
11.0 Intentionally Left Blank						
12.0 Intentionally Left Blank						
13.0 Intentionally Left Blank						
14.0 Intentionally Left Blank						
15.0 Intentionally Left Blank						

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
- B: Cost Docket T-00000A-00-0194 Phase IIa Order No. 65451 Effective 12/12/02
- C: Cost Docket T-00000A-00-0194 Phases II & IIa Record Reopened Decision No. 66385 Effective 6/12/02 & 10/6/03

- [1] Rates not addressed in cost docket (TELRIC-based costs where required.)
- [4] Rates per FCC Guidelines

Wireless Type 2 Revised Exhibit A
Arizona

Select the appropriate type of contract below. For cost docket changes, leave blank:				EAS / Local Traffic Reciprocal Compensation Election			Notes		
				Recurring	Recurring per Mile	Non-recurring	REC	REC per Mile	NRC
New				Reciprocal					
Interconnection									
6.0 Interconnection Facility Option									
6.1 Intentionally Left Blank									
6.2 Intentionally Left Blank									
6.3 Reciprocal Compensation									
6.3.1 Entrance Facilities									
6.3.1.1.1 DS1				\$89.42		\$256.87	C		C
6.3.1.1.2 DS3				\$357.16		\$256.87	C		C
6.3.2 Direct Trunked Transport									
6.3.2.1 DS1							7		7
6.3.2.1.1 0 to 8 Miles				\$35.98	\$0.65		C		C
6.3.2.1.2 8 to 25 Miles				\$35.99	\$0.94		C		C
6.3.2.1.3 25 to 50 Miles				\$36.00	\$1.75		C		C
6.3.2.1.4 Over 50 Miles				\$36.00	\$1.59		C		C
6.3.2.2 DS3							7		7
6.3.2.2.1 Over 0 to 8 Miles				\$243.17	\$13.32		C		C
6.3.2.2.2 Over 8 to 25 Miles				\$246.16	\$15.90		C		C
6.3.2.2.3 Over 25 to 50 Miles				\$250.66	\$22.91		C		C
6.3.2.2.4 Over 50 Miles				\$249.26	\$22.49		C		C
6.3.3 Trunk Nonrecurring Charges									
6.3.3.1 DS1 Interface									
6.3.3.1.1 First Trunk									
6.3.3.1.1.1 Installation						\$7.60			A
6.3.3.1.1.2 Disconnect						\$0.53			
6.3.3.1.2 Each Additional Trunk									
6.3.3.1.2.1 Installation						\$7.60			A
6.3.3.1.2.2 Disconnect						\$0.53			A
6.3.3.2 DS3 Interface									
6.3.3.2.1 First Trunk									
6.3.3.2.1.1 Installation						\$7.60			A
6.3.3.2.1.2 Disconnect						\$0.53			
6.3.3.2.2 Each Additional Trunk									
6.3.3.2.2.1 Installation						\$7.60			A
6.3.3.2.2.2 Disconnect						\$0.53			A
6.3.4 Miscellaneous Charges									
6.3.4.1 Additional Dispatch							\$83.10		
6.3.4.2 Date Change							\$10.22		
6.3.4.3 Design Change							\$72.79		
6.3.4.4 Expedite Charge								ICB	
6.3.4.5 Cancellation Charge								ICB	
6.3.4.6 Additional Engineering									A
6.3.4.6.1 Basic, per 1/2 hour or fraction thereof							\$31.28		A
6.3.4.6.2 Overtime, per 1/2 hour or fraction thereof							\$38.68		
6.3.4.7 Additional Labor Installation									
6.3.4.7.1 Overtime, per 1/2 hour or fraction thereof							\$8.89		
6.3.4.7.2 Premium, per 1/2 hour or fraction thereof							\$17.78		
6.3.4.8 Additional Labor Other									
6.3.4.8.1 (Optional Testing) Basic, per 1/2 hour or fraction thereof							\$27.26		
6.3.4.8.2 (Optional Testing) Overtime, per 1/2 hour or fraction thereof							\$38.41		
6.3.4.8.3 (Optional Testing) Premium, per 1/2 hour or fraction thereof							\$45.57		
6.3.4.9 Testing and Maintenance									
6.3.4.9.1 Basic, per 1/2 hour or fraction thereof							\$28.96		
6.3.4.9.2 Overtime, per 1/2 hour or fraction thereof							\$38.68		
6.3.4.9.3 Premium, per 1/2 hour or fraction thereof							\$48.40		
6.3.4.10 Maintenance of Service									
6.3.4.10.1 Basic, per 1/2 hour or fraction thereof							\$27.26		
6.3.4.10.2 Overtime, per 1/2 hour or fraction thereof							\$36.41		
6.3.4.10.3 Premium, per 1/2 hour or fraction thereof							\$45.57		
6.3.4.11 Additional COOP Acceptance Testing									
6.3.4.11.1 Basic, per 1/2 hour or fraction thereof							\$28.96		

Wireless Type 2 Revised Exhibit A
Arizona

		Recurring	Recurring per Mile	Non-recurring	REC	REC per Mile	NRC
	6.3.4.11.2 Overtime, per 1/2 hour or fraction thereof			\$38.68			
	6.3.4.11.3 Premium, per 1/2 hour or fraction thereof			\$48.40			
6.3.4.12	NonScheduled COOP Testing						
	6.3.4.12.1 Basic, per 1/2 hour or fraction thereof			\$28.96			
	6.3.4.12.2 Overtime, per 1/2 hour or fraction thereof			\$38.68			
	6.3.4.12.3 Premium, per 1/2 hour or fraction thereof			\$48.40			
6.3.4.13	NonScheduled Manual Testing						
	6.3.4.13.1 Basic, per 1/2 hour or fraction thereof			\$28.96			
	6.3.4.13.2 Overtime, per 1/2 hour or fraction thereof			\$38.68			
	6.3.4.13.3 Premium, per 1/2 hour or fraction thereof			\$48.40			
6.3.4.14	Cooperative Scheduled Testing						
	6.3.4.14.1 Loss, per 1/2 hour or fraction thereof			\$0.08			
	6.3.4.14.2 C Message Noise, per 1/2 hour or fraction thereof			\$0.08			
	6.3.4.14.3 Balance, per 1/2 hour or fraction thereof			\$0.33			
	6.3.4.14.4 Gain Slope, per 1/2 hour or fraction thereof			\$0.08			
	6.3.4.14.5 C Notched Noise, per 1/2 hour or fraction thereof			\$0.08			
6.3.4.15	Manual Scheduled Testing						
	6.3.4.15.1 Loss, per 1/2 hour or fraction thereof			\$0.16			
	6.3.4.15.2 C Message Noise, per 1/2 hour or fraction thereof			\$0.16			
	6.3.4.15.3 Balance, per 1/2 hour or fraction thereof			\$0.65			
	6.3.4.15.4 Gain Slope, per 1/2 hour or fraction thereof			\$0.16			
	6.3.4.15.5 C Notched Noise, per 1/2 hour or fraction thereof			\$0.16			
6.3.5	Multiplexing						
	6.3.5.1 DS1 to DS0	\$200.08		\$268.62	A		1
	6.3.5.2 DS3 to DS1	\$228.05		\$263.87	A		A
6.3.6	Intentionally Left Blank						
6.3.7	Exchange Services MTA / Local Traffic	Bill and Keep					
	6.3.7.1 End Office Call Termination, per MOU	\$0.00097			C		
	6.3.7.2 Tandem Switched Transport						
	6.3.7.2.1 Tandem Switching, per MOU	\$0.000550			B		
	6.3.7.3 Tandem Transmission						
	6.3.7.3.1 Over 0 to 8 Miles	\$0.00079	\$0.00		B	B	
	6.3.7.3.2 Over 8 to 25 Miles	\$0.00079	\$0.00		B	B	
	6.3.7.3.3 Over 25 to 50 Miles	\$0.00079	\$0.00		B	B	
	6.3.7.3.4 Over 50 Miles	\$0.00079	\$0.00		B	B	
6.3.8	Intentionally Left Blank						
6.3.9	Intentionally Left Blank						
6.3.10	Non-Local Traffic	See Qwest FCC Switched Access Tariff					
6.3.11	ISP Bound Traffic						
	6.3.11.1 Local Traffic-FCC-ISP Rate Caps						
	6.3.11.1.1 MOU after June 14, 2004		Bill & Keep		4		
6.3.12	Transit Traffic						
	6.3.12.1 Local Transit (Local Transit Assumed Mileage - 9 Miles)	See Tandem Switching and Tandem Transmission Rates Above					
	6.3.12.2 Toll Transit	\$0.00228			1		
6.3.13	Jointly Provided Switched Access Services	See AZ Switched Access Tariff					
6.3.14	Category 11 Mechanized Record Charge, Per Record	\$0.001827			1		
7.0	Intentionally Left Blank						
8.0	Intentionally Left Blank						
9.0	Intentionally Left Blank						
10.0	Intentionally Left Blank						
11.0	Intentionally Left Blank						
12.0	Intentionally Left Blank						
13.0	Intentionally Left Blank						
14.0	Intentionally Left Blank						
15.0	Intentionally Left Blank						

**Wireless Type 2 Revised Exhibit A
Arizona**

	Recurring	Recurring per Mile	Non- recurring	REC	REC per min

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
- B: Cost Docket T-00000A-00-0194 Phase IIa Order No 65451 Effective 12/12/02
- C: Cost Docket T-00000A-00-0194 Phases II & IIa Record Reopened Decision No.66385 Effective 6/12/02 & 10/6/03

- [1] Rates not addressed in cost docket (TELRIC-based costs where required.)
- [4] Rates per FCC Guidelines
- [7] DSO service is available for existing customers, as of 2/9/04

**EXHIBIT B
ENGINEERING REQUIREMENTS
TRUNK FORECAST FORMS**

**INTERCONNECTION CHECKLIST
MEET POINT**

DATE OF MEETING:

Interconnector Information

Name:	
Address:	
City, State, Zip:	
Technical Contact Person:	
Technical Contact Person Telephone #:	
Qwest Negotiator:	
Qwest Negotiator Telephone #:	
Desired U S WEST Central office	
CLLI:	
Central Office address:	
City, State:	
Meet Point Address:	

Equipment

Manufacture/ model#	Quantity	

Cable Makeup

Number of cables:	
Number of fibers per cable:	
Distance from Qwest to Meet Point	
Distance from Carrier to Meet Point	

Service Requirements

	Year 1	Year 2	Year 3
DS3			
DS1			

Remarks:

Please attach a sketch of the requested meet point arrangement:

**EXHIBIT B -- PAGE 2
INTERCONNECTION CHECKLIST
ADDITIONAL TRUNKING**

Interconnector Information

Name:	
Address:	
City, State, Zip:	
Technical Contact Person:	
Technical Contact Person Telephone #:	
Qwest Negotiator:	
Qwest Negotiator Telephone #:	
Desired Central office (TANDEM)	
CLLI:	
Central Office address:	
City, State:	
Meet Point Address:	

Service Requirements

	Year 1	Year 2	Year 3
Qwest End Office:			
- Terminating CCS (peak busy hr)			
- Number Portability:			
Arrangements			
Call paths per # ported			
Qwest End Office:			
- Terminating CCS (peak busy hr)			
- Number Portability:			
Arrangements			
Call paths per # ported			
Qwest End Office:			
- Terminating CCS (peak busy hr)			
- Number Portability:			
Arrangements			
Call paths per # ported			
Qwest End Office:			

- Terminating CCS (peak busy hr)			
- Number Portability: Arrangements			
Call paths per # ported			

Remarks:

Please attach a sketch of the agreed upon meet point arrangement

**EXHIBIT C
POINT OF CONNECTION (POC)**

Legal Entity: _____

Effective Date _____

Type 2A

Carrier's POC:

Qwest's Serving Wire Center:

V = _____ H = _____

V = _____ H = _____

CLLI Code: _____

CLLI Code: _____

NXX _____

SERVING ARRANGEMENT:

The interconnection provided by the Agreement is represented by the following:

Qwest Local CLLI

Qwest Ancillary CLLI

Qwest Non-Local Traffic CLLI

Type of TRUNKS

Type of TRUNKS

Type of Trunks

Local Calling Area Information - City & State

BILLING INFORMATION:

Actual Billing _____
Minutes of Use _

1997 Estimate Billing _____ Assumed

Zone 1 ___ 2 ___ 3 ___

Multiplexing N/A ___ DS1 to DS0 ___ DS3 to DS1 ___

DEDICATED TRANSPORT:

Number of miles to Local Tandem _____

Number of miles to Access Tandem _____

Note: If this interconnection is local only, all intraLATA non-local traffic and ancillary traffic will be handled on their existing non-local traffic and ancillary interconnection as described below:

Access Tandem CLLI Code _____ Ancillary End Office
CLLI Code _____

EXHIBIT D
SINGLE POINT OF PRESENCE WAIVER

Qwest will waive the requirement for Autotel to connect to each Qwest Access Tandem in the LATA with this waiver amendment.

Autotel certifies that it will not originate any traffic destined for subtending offices of Qwest's Access Tandems for which Autotel seeks a waiver. Or, if Autotel does originate such traffic, that Autotel will route such traffic to a Non-Qwest network. In addition, Autotel certifies that it has no end users in the serving area of the Qwest Access Tandem for which Autotel seeks a waiver.

Autotel will send an electronic letter to Qwest indicating the Qwest access tandems subject to this waiver at the time of ordering trunks required to implement SPOP in the LATA. In addition, Autotel will provide a revised electronic letter to Qwest advising of any changes in the network configuration of the aforementioned access tandems. Should Autotel desire to begin serving end users in the serving area of a Qwest access tandem currently under this waiver, Autotel must first establish trunking to the Qwest access tandem. Additionally, should Autotel desire to originate traffic destined to a Qwest end office subtending a Qwest access tandem currently under this waiver, Autotel must first establish trunking to the Qwest access tandem.

Should this traffic occur, the Parties agree to meet within forty-five (45) days of Qwest's identification of such misrouted traffic to discuss methods for avoiding future misrouting on that trunk group or groups. Autotel will then have thirty (30) days from the date of meeting to correct such misrouting on that trunk group or groups. If further misrouting occurs or continues after that date on the same trunk group or groups as the original misrouting identified, the Parties agree to meet again within thirty (30) days of Qwest's identification of such misrouted traffic to discuss methods for avoiding future misrouting on that trunk group or groups. Autotel will then have thirty (30) days from the date of meeting to correct such misrouting. If further misrouting occurs or continues after that date on the same trunk group or groups, Qwest will consider this waiver null and void and all requirements in the existing Interconnection Agreement currently in effect between the Parties will be reinstated. If the parties disagree about whether the traffic identified by Qwest was actually misrouted, the Parties agree to avail themselves of the dispute resolution provision of their interconnection agreement.

Autotel

Qwest Corporation

Signature

Signature

Name Printed/Typed

L.T. Christensen

Name Printed/Typed

Title

Director-Interconnection Agreements

Title

Date

Date