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Arizona Corporation Commission
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BEFORE THE ARIZONA CORPORATION COMMISSION

JEFF HATCH-MILLER
Chairman
WILLIAM MUNDELL
Commissioner
MIKE GLEASON
Commissioner
KRISTIN MAYES
Commissioner
BARRY WONG
Commissioner

IN THE MATTER OF QWEST CORPORATION'S APPLICATION FOR ARBITRATION PROCEDURE AND APPROVAL OF INTERCONNECTION AGREEMENT WITH HANDY PAGE, PURSUANT TO SECTION 252(B) OF THE COMMUNICATIONS ACT OF 1934, AS AMENDED BY THE TELECOMMUNICATIONS ACT OF 1996, AND THE APPLICABLE STATE LAWS	DOCKET NOS. T-01051B-06-0175 T-02556A-06-0175 T-03693A-06-0175 **NOTICE OF FILING**

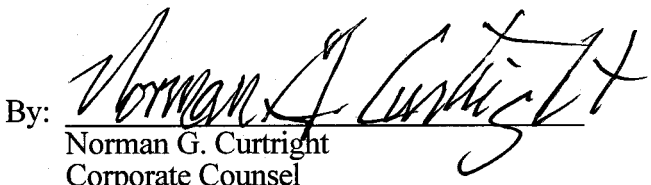
The Order of the Arizona Corporation Commission issued on October 20, 2006, by Decision No. 68993, requires Qwest Corporation ("Qwest") and Interstate Wireless, Inc. dba Handy Page ("Handy Page") to file their negotiated interconnection agreement that is consistent with the findings of the Order within thirty (30) days of the effective date of the Order. Qwest hereby files the attached "Type 1 and Type 2 Paging Connection Service Agreement," signed by a duly authorized representative of Qwest.

In Decision No. 68993, the Commission ruled that Wide Area Calling is not a telecommunications service subject to arbitration under the Telecom Act of 1996. Handy Page did not raise any other issues in the arbitration. The Agreement that is filed today was tendered to Handy Page for signature on October 26, 2006, as evidenced by the letter of transmittal, which precedes the Agreement in the attached documents. This "Type 1 and Type 2 Paging Connection Service Agreement" is the same form of agreement that was presented at the inception of the arbitration. Therefore, in Qwest's view the attached Agreement represents the negotiated agreement. At the time this Notice is being prepared, Handy Page has not signed and returned

the Agreement.

RESPECTFULLY SUBMITTED, this 20th day of November, 2006.

QWEST CORPORATION

By: 

Norman G. Curtright
Corporate Counsel
20 East Thomas Road, 16th Floor
Phoenix, Arizona 85012
Telephone: (602) 630-2187

ORIGINAL and 13 copies hand-delivered
for filing this 20th day of November, 2006, to:

Docket Control
ARIZONA CORPORATION COMMISSION
1200 West Washington Street
Phoenix, AZ 85007

COPY of the foregoing hand delivered
this 20th day of November, 2006, to:

Lyn Farmer, Chief Administrative Law Judge
Hearing Division
ARIZONA CORPORATION COMMISSION
1200 W. Washington
Phoenix, AZ 85007

Maureen A. Scott, Esq.
Legal Division
ARIZONA CORPORATION COMMISSION
1200 W. Washington Street
Phoenix, AZ 85007

Christopher Kempley, Chief Counsel
Legal Division
Arizona Corporation Commission
1200 W. Washington Street
Phoenix, AZ 85007

Ernest Johnson, Director
Utilities Division
Arizona Corporation Commission
1200 West Washington Street
Phoenix, AZ 85007

Copy of the foregoing mailed
this 20th day of November, 2006, to:

Melody Markis
Wayne Markis
for
Interstate Wireless, Inc.
Dba Handy Page
841 W. Fairmont, Suite 5
Tempe, AZ 85282

Michael L. Higgs, Jr.
Higgs Law Group, LLC
1028 Brice Road
Rockville, MD 20852-1201
For Handy Page

Diane Kyson

Norman Curtright
Corporate Counsel
20 E. Thomas Road, 16th Floor
Phoenix, AZ 85012

602 630 2187 Direct
303 383 8484 Fax
norm.curtright@qwest.com

October 26, 2006

Qwest.
Spirit of Service™

VIA E-MAIL

Wayne Markis, President
Interstate Wireless, Inc.
d/b/a Handy Page
841 West Fairmont Drive, Suite 5
Tempe, AZ 85282-3331

Re : Qwest / Handy Page Type 1 and Type 2 Paging Connection Service Agreement
Arizona Corporation Commission Docket Nos. T-01051B-06-0175, T-02556A-06-0175, T-03693A-06-0175

Dear Mr. Markis,

Attached to the e-mail transmitting this letter, you will also see the form of the Paging Agreement that Qwest placed into arbitration in Docket Nos. T-01051B-06-0175, T-02556A-06-0175, T-03693A-06-0175. This is, therefore, the Agreement that must be signed to comply with the Arizona Corporation Commission's Order in Decision No. 68993, issued on October 20, 2006.

Please print 1 original of the Agreement with the Exhibits for your file. Print 3 signature pages of the Agreement at your office, and after review and signature, **return ONLY the 3 original signature pages** to me and I will process the Agreement for execution by Qwest:

- One original signature page will be returned to you for your file.
- One original of the entire agreement will be kept by Qwest.
- The third original the entire agreement will be filed with the appropriate Commission.

Decision No. 68993 requires that the Agreement be filed within thirty days of the date of the Order. Therefore, we respectfully request your early attention to this matter.

If you have any questions, please contact me.

Sincerely,

Norman Curtright

Norman G. Curtright

Enclosure

cc: Michael Higgs

Maureen Scott

Steve Dea, Interconnection Mgr.
Qwest
1801 California Street, Rm 2420
Denver, CO 80202

Bryan Sanderson

TYPE 1 and TYPE 2 PAGING CONNECTION SERVICE AGREEMENT

This Type 1 and Type 2 Paging Connection Service Agreement, together with this signature page, the general terms and conditions, Appendices, and Exhibits attached hereto and incorporated herein (collectively, the "Agreement"), is between Qwest Corporation ("Qwest"), a Colorado corporation, and Interstate Wireless, Inc. d/b/a Handy Page, ("Paging Provider"), incorporated in the State of Arizona, each identified for purposes of this Agreement in the signature block below (collectively, the "Parties"). This Agreement may be executed in counterparts. The undersigned Parties have read and agree to the terms and conditions set forth in the Agreement.

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

Interstate Wireless, Inc. **d/b/a Handy Page** Printed Legal Name	**Qwest Corporation**
Signature	Signature
Wayne Markis Printed Name	L. T. Christensen Printed Name
President Title	Director – Interconnection Agreements Title
Date	Date 11/15/06

TYPE 1 and TYPE 2
PAGING CONNECTION SERVICE AGREEMENT

between

Qwest Corporation

And

Interstate Wireless, Inc. d/b/a Handy Page

For the State of Arizona

AGREEMENT NUMBER
CDS-061019-0002

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TYPE 1 and TYPE 2 PAGING CONNECTION SERVICE AGREEMENT

This Type 1 and Type 2 Paging Connection Service Agreement is between and Qwest Corporation ("Qwest"), a Colorado corporation, and Interstate Wireless, Inc. d/b/a Handy Page, ("Paging Provider"), incorporated in the State of Arizona.

Paging Provider is licensed to provide paging services by the Federal Communications Commission ("FCC"). Qwest and Paging Provider both are engaged in providing telecommunications and other services and have agreed to connect their facilities for the purpose of delivering land to pager traffic.

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

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

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

1. RESERVATION OF RIGHTS; CHANGES IN THE LAW

1.1 The provisions in this Agreement are intended to be in compliance with and based on the existing state of the law, rules, regulations and interpretations thereof, including but not limited to state rules, regulations, and laws, as of March 11, 2005 (the Existing Rules). Nothing in this Agreement shall be deemed an admission by Qwest or Paging Provider concerning the interpretation or effect of the Existing Rules or an admission by Qwest or Paging Provider that the Existing Rules should not be changed, vacated, dismissed, stayed or modified. Nothing in this Agreement shall preclude or estop Qwest or Paging Provider from taking any position in any forum concerning the proper interpretation or effect of the Existing Rules or concerning whether the Existing Rules should be changed, vacated, dismissed, stayed or modified. To the extent that the Existing Rules are vacated, dismissed, stayed or materially changed or modified, then this Agreement shall be amended to reflect such legally binding modification or change of the Existing Rules. Where the Parties fail to agree upon such an amendment within sixty (60) Days after notification from a Party seeking amendment due to a modification or change of the Existing Rules or if any time during such sixty (60) Day period the Parties shall have ceased to negotiate such new terms for a continuous period of fifteen (15) Days, it shall be resolved in accordance with the Dispute Resolution provision of this Agreement. It is expressly understood that this Agreement will be corrected, or if requested by Paging Provider, amended as set forth in this section, to reflect the outcome of generic proceedings by the Commission for pricing, service standards, or other matters covered by this Agreement. Any amendment shall be deemed effective on the effective date of the legally binding change or modification of the Existing Rules for rates, and to the extent practicable for other terms and conditions, unless otherwise ordered. Where a Party provides notice to the other Party within thirty (30) Days of the effective date of an order issuing a legally binding

change, any resulting amendment shall be deemed effective on the effective date of the legally binding change or modification of the Existing Rules for rates, and to the extent practicable for other terms and conditions, unless otherwise ordered. In the event neither Party provides notice within (thirty) 30 Days, the effective date of the legally binding change shall be the Effective Date of the amendment unless the Parties agree to a different date. During the pendency of any negotiation for an amendment pursuant to this Section, the Parties shall continue to perform their obligations in accordance with the terms and conditions of this Agreement. For purposes of this section, "legally binding" means that the legal ruling has not been stayed, no request for a stay is pending, and any deadline for requesting a stay designated by statute or regulation, has passed.

1.1.1 In addition to, but not in limitation of, Section 1.1. above, nothing in this Agreement shall be deemed an admission by Qwest or Paging Provider concerning the interpretation or effect of the FCC's decision and rules adopted in *In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers; Implementation of the Local Competition Provisions of the Telecommunications Act of 1996; Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket Nos. 01-338, 96-98 and 98-147, nor rules, regulations and interpretations thereof, including but not limited to state rules, regulations, and laws as they may be issued or promulgated regarding the same ("Decision(s)"). Nothing in this Agreement shall preclude or estop Qwest or Paging Provider from taking any position in any forum concerning the proper interpretation or effect of Decisions or concerning whether the Decision should be changed, vacated, dismissed, stayed or modified.

2. SCOPE OF AGREEMENT

2.1 This Agreement covers Type 1 and Type 2 Paging Connection Service which consists only of those one-way, intraLATA/intrastate, land-to-pager trunks, which deliver calls from Qwest's End Users to Paging Provider's POC. Upon Commission approval of this Agreement, Qwest shall provide these trunks to itself within the local calling area, without charge to the Paging Provider except as defined in Sections 4.3 and 4.4. These trunks shall receive all incoming paging calls at Qwest's Local Tandem, LATA Tandem, or Wire Center/End Office serving the geographic area in which Paging Provider's POC is located and shall deliver paging traffic to Paging Provider's POC(s). This Agreement includes all accompanying appendices and attachments.

2.1.1 Facilities for Delivery of Third Party Traffic
Qwest will deliver calls it receives for Paging Provider from a third party carrier to Paging Provider's POC over the same facilities and trunks used to deliver Qwest's End User originated paging traffic.

2.1.2 Facilities for Delivery of Enhanced Services Traffic
This Agreement recognizes the unique status of traffic delivered to enhanced service providers. For purposes of this Agreement, Enhanced Services traffic, such as voice-mail, is not Compensable Traffic. Additionally, traffic originated by one Party,

and delivered to the other Party, which in turn delivers the traffic to an Internet Service Provider (a) shall be deemed interstate in nature, (b) shall not qualify as Compensable Traffic under this Agreement, and (c) Qwest shall not be obligated to deliver such traffic to Paging Provider under this Agreement.

2.2 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 limit, the obligation of the Parties to further negotiate the resolution of new or open issues under this Agreement) such action shall not be unreasonably delayed, withheld or conditioned.

2.3 Because Type 1 and Type 2 Paging Connection Service is provided by Qwest to Qwest, all orders for Type 1 and Type 2 Paging Connection Service are placed by Qwest at its sole discretion. Paging Provider is not authorized and shall not attempt to place orders to any telecommunications carrier for or on behalf of Qwest. Paging Provider agrees to pay Qwest for all telecommunications services it orders or requests on its own behalf from Qwest pursuant to applicable federal and state tariffs or separate written agreements.

2.4 Qwest will not permit its own End Users to use Type 1 Paging Connection Service to deliver traffic to Paging Provider's Enhanced Services operations, if any, where such Enhanced Services operations constitute Paging Provider's primary business. Paging Provider shall not assign numbers associated with Type 1 or Type 2 Paging Connection Service to its Enhanced Services operation that constitute a primary business.

2.5 This Agreement does not cover delivery of traffic from Paging Provider's network to Qwest's network. Should Paging Provider desire to deliver traffic to Qwest, the Parties shall negotiate in good faith a separate agreement for two way traffic exchange. However, such an agreement shall not supersede, amend or terminate this Agreement without the Parties' express written instruction.

2.6. Delivery of Paging Traffic

2.6.1. Qwest's Type 1 and Type 2 Paging Connection Service delivers paging traffic to the Paging Provider's POC(s) as identified in Appendix B.

2.6.2. Pursuant to joint planning as specified in the Forecasting section of this Agreement, Qwest alone shall determine all aspects and elements of the Type 1 and Type 2 Paging Connection Service facilities that it provides itself, including, but not limited to, design, location, quantities, distance, etc. Qwest shall base this determination on the minimum requirements specified by the Act, the FCC rules, as well technical and economic efficiency considerations, e.g., network requirements. Qwest shall monitor its

usage on Type 1 and Type 2 Paging Connection Service and will reconfigure trunk groups as it deems necessary. Qwest reserves the right to review, revise or modify its Type 1 and Type 2 Paging Connection Service at any time for any lawful business reason. All circuits and equipment provided by Qwest will always be wholly owned and operated by Qwest. Qwest agrees to establish and maintain facilities based on appropriate industry standards.

2.6.3. Notwithstanding the other provisions of this Agreement, Qwest agrees that it will not modify or revise existing facilities used to provide its Paging Connection Service for a period of ninety (90) days from the Effective Date of this Agreement.

2.6.4. Paging Provider's and Qwest's equipment and systems will be compatible, and will be consistent with normally accepted industry standards as defined in Telcordia Technical Reference GR-145-CORE entitled "Compatibility Information for Interconnection of a Wireless Services Provider and a Local Exchange Carrier Network".

2.6.4.1. Paging Provider will provide a voice intercept announcement or distinctive signals to the calling party when a call is directed to a number that is not assigned.

2.6.4.2. When Qwest is not able to complete calls because of malfunction, Qwest will provide proper voice announcement or distinctive signals to the calling party advising that the call cannot be completed.

2.6.4.3. Paging Provider and Qwest will provide supervisory tones or voice announcements to the calling party on all calls, consistent with standard industry practices.

2.6.4.4 Paging Provider shall provide a sufficient quantity of equipment ports to accommodate the number of trunks provided by Qwest.

2.6.5 Type 1 and Type 2 Paging Connection Service shall be provided upon Commission approval of this Agreement.

2.6.6 Type 1 Paging Connection Service

2.6.6.1 Paging Provider may designate new or additional POCs anywhere within the LATA in Qwest territory.

2.6.6.2 Intentionally Left Blank

2.6.6.3 If Paging Provider has any full NXX codes deployed using a Type 1 connection, Paging Provider will take reasonable steps to convert these to a Type 2 connection within a reasonable period of time after the Approval Date hereof.

2.6.7 Type 2 Paging Connection Service

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

2.6.8. This Agreement is only for the delivery of land-to-pager traffic from Qwest to Paging Provider's POC and is not an undertaking by either Party to provide the services of the other.

2.6.9. Any proposed post-installation changes of systems, operations or services which would materially affect the other Party's system, operation or services must be coordinated with the other Party by giving as much advance notice as is reasonable, and in no event in less than ninety (90) days, of the nature of the changes and when they will occur.

2.6.9.1 Non recurring charges incurred due to Paging Provider's relocation or equipment change will be paid in advance by Paging Provider to Qwest.

2.6.10. If the authorized service areas of Qwest or Paging Provider change, the Parties agree to negotiate any necessary modifications to this Agreement in good faith.

3. DEFINITIONS

3.1. "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 Courts, FCC or competent regulatory bodies.

3.2. Reserved For Future Use.

3.3. "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 Qwest Technical Pub. 77342.

3.4. "Central Office Switch" means a switch used to provide telecommunications services, and includes End Office Switches and Tandem Office Switches.

3.4.1. "End Office Switches" which are used to terminate customer station loops for the purpose of interconnecting to each other and to

trunks; and

3.4.2. "Tandem Office Switches" are switches that are used to connect and switch trunk circuits between and among other End Office Switches. Access Tandems ("Access Tandems") exchange access traffic, Toll Tandems ("Toll Tandems") exchange intraLATA toll traffic and Local Tandems exchange EAS/Local traffic.

3.5. "Collocation" is an arrangement where space is provided in a Qwest Central Office for the placement of Paging-Provider's transmission equipment to be used for the purpose of Interconnection with Qwest Unbundled Network Elements or Local Interconnection Service. Qwest offers four Collocation arrangements: Virtual Collocation, Physical Collocation, Cageless Physical Collocation and Interconnection Distribution Frame (ICDF) Collocation.

3.6. "Commercial Mobile Radio Service" ("CMRS") is a mobile service that is: (a)(1) provided for profit; (2) an interconnected service; and (3) available to the public, or to such classes of eligible users as to be effectively available to a substantial portion of the public; or (b) the functional equivalent of such a mobile service described in (a) above.

3.7. "Commission" means the state regulatory agency with lawful jurisdiction over telecommunications.

3.8. "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.

3.9. "Compensable Traffic" means the portion of all traffic delivered by Qwest to Paging Provider upon which terminating compensation is to be paid, if any, as set forth in Appendix A.

3.10. "Dial Tone Office" means the Qwest Central Office in which the DID numbers assigned to the Paging Provider are housed, which may be different than the Serving Wire Center.

3.11. "Digital Signal Level" means one of several transmission rates in the time division traffic aggregation hierarchy.

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

3.11.2. "Digital Signal Level 1" or "DS1" means the 1.544 MBPS first-level signal in the time-division traffic aggregation hierarchy. In the time-division traffic aggregation hierarchy of the telephone network, DS1 is the initial level of traffic aggregation.

3.11.3. "Digital Signal Level 3" or "DS3" means the 44.736 MBPS third-level signal in the time-division traffic aggregation hierarchy. In the time-

division traffic aggregation hierarchy of the telephone network, DS3 is defined as the third-level of traffic aggregation.

3.12. "End User(s)" means a third-party (residence or business) that subscribes to Telecommunications Services provided by either of the Parties.

3.13. "Enhanced Services" are services offered over common Paging Provider transmission facilities used in communications, which employ computer processing applications that act on the format, content, code, protocol or similar aspects of the subscriber's transmitted information; provide the subscriber additional, different or restructured information; or involve subscriber interaction with stored information. Enhanced Services includes, but is not limited to, internet traffic and voicemail.

3.14. "FCC" means the Federal Communications Commission and any successor federal agency that performs the same or substantially the same regulatory functions.

3.15. "Interexchange Carrier" or "IXC" means a carrier that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services.

3.16. "InterLATA" is telecommunications between a point located in a LATA and a point located outside such LATA.

3.17. "IntraLATA" is telecommunications between two points located within a single LATA.

3.18. "IntraLATA Toll" is defined in accordance with Qwest's IntraLATA toll serving areas, as determined by the state Commission.

3.19. "LATA Tandem" will have the same meaning as "Toll Tandem" in the context of this Agreement.

3.20. "Local Access and Transport Area (LATA)" means a contiguous geographic area: (a) established before the date of enactment of the Telecommunications Act of 1996 by a Bell operating company such that no exchange area includes points within more than one metropolitan statistical area, consolidated metropolitan statistical area, or State, except as expressly permitted under the AT&T Consent Decree; or (b) established or modified by a Bell operating company after such date of enactment and approved by the FCC

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

3.21.1. "MTA/Local" means the geographic area defined by the MTA within which Paging Provider provides CMRS services. Traffic excluded from MTA/Local includes roaming traffic, as defined in the FCC First Report and Order 96-325 47CFR 51701 (b) (2), and Switched Access traffic.

3.21.2. "Extended Area Service (EAS)/Local Traffic" means the

geographic area defined by the EAS boundaries as determined by the Commission and defined in Qwest's Local and/or General Exchange Service Tariff within which LEC customers may complete a landline call without incurring toll charges. Traffic rated and routed within the same EAS boundary is considered to be EAS/Local for purposes of this Agreement.

3.22. "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.

3.23. "MTA" or Major Trading Area" is a geographic area established in Rand McNally's Commercial Atlas and Marketing Guide, as modified and used by the FCC in defining CMRS license boundaries for CMRS providers for purposes of Sections 251 and 252 of the Act.

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

3.25. "Network Access Channel" or "NAC" means the dedicated facility between the Paging Provider's POC and the Qwest Serving Wire Center. The Channel is a DS0 level connection and Channel Facility is either a DS1 or DS3 level connection. NAC is also commonly referred to as an Entrance Facility.

3.26. "Non-Local" is traffic that is interMTA, roaming, and/or Switched Access traffic. For traffic delivered to Paging Provider, Non-Local includes all traffic carried by an IXC, traffic destined for Paging Provider's subscribers that are roaming in a different MTA, and all InterMTA/IntraLATA traffic.

3.27. "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.

3.28. "NXX" means the fourth, fifth and sixth digits of a ten-digit telephone number, and designates a Central Office Code

3.29. "Order" means any order, writ, injunction, decree, stipulation, decision, or award entered or rendered by the Commission or the FCC.

3.30. "Party" means either Qwest or Paging Provider and "Parties" means Qwest and Paging Provider.

3.31. "Point of Connection" or "POC" is the connection point(s) between Paging

Provider and Qwest; the technical interface(s), test point(s) and point(s) for operational division of responsibility. Paging Provider must have at least one physical POC in each LATA, and within Qwest serving territory, where Paging Provider provides CMRS service. Additional POC's may be established as described in Section 5 of this Agreement.

3.32. "Rate Center" means the specific geographic point (the "Rating Point") and corresponding geographic area that are associated with one or more particular NPA-NXX codes that have been assigned to a telecommunications carrier. The geographic point is identified by a specific vertical and horizontal ("V & H") coordinate that is used, in conjunction with the V & H coordinate of other rate centers, by Qwest to calculate distance-sensitive rates for End User traffic.

3.33. "Serving Wire Center" (SWC) denotes the Qwest office from which dial tone for local exchange service will, absent special arrangements, be provided to Qwest End Users.

3.34 "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.

3.35. "Switched Access Traffic or InterLATA Toll Traffic" as specifically defined in Qwest's state and interstate switched access tariffs, enters the Qwest network at the IXC point of presence, and is delivered to the Paging Provider's paging terminal.

3.36. "Tariff" as used throughout this Agreement refers to Qwest interstate tariffs and state tariffs, price lists, price schedules and catalog, as listed on the website http//tariffs.uswest.com/", and service agreements, as further identified in Appendix A.

3.37. "Telecommunications Services" means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

3.38. "Third Party Traffic" means both Transit Traffic and Non-Local Traffic.

3.39 "Traffic Type" is the characterization of traffic as "local" (local includes EAS), "toll" traffic outside of the incumbent local exchange carrier's Local Calling Area established by the applicable tariffs, or Transit Traffic as defined below.

3.40. "Transit Traffic" is traffic that originates with a telecommunications carrier other than Qwest that transits Qwest's network and is delivered to the Paging Provider's POC. The sending and receiving parties are not End Users of Qwest, the transiting tandem telecommunications carrier.

3.41. "Trunk Group" is a set of trunks of common routing origin and destination and which serve a like purpose or function.

3.42. "V and H Coordinate" means vertical and horizontal geographical cross

points on a map used to determine distance.

3.43. "Wire Center" denotes a building or space within a building, that serves as an aggregation point on a given Paging Provider'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. A Serving Wire Center typically serves a specific geographic area.

3.44. "Wireless Service Request" or "WSR" means the standard forms and supporting documentation used for requesting Wireless Services. The WSR will be used to request trunking and facilities between Paging Provider and Qwest for Wireless Interconnection Service.

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

4. PAGING TRAFFIC

4.1. Scope

4.1.1. Traffic exchange covered by this Agreement is for one-way paging service only. Other services are covered by separate contract, tariff or price lists.

4.1.2. Type 1 Paging Service is a one-way final route trunk group between Qwest's Serving Wire Center, or in some circumstances the Dial Tone Office, and Paging Providers' POC(s).

4.1.2.1. Qwest provides the following: the transmission medium; signaling and supervision. Maintenance and restoral are provided as detailed in the applicable sections of the state tariffs. Restoral is subject to the terms of the Telecommunications Service Priority System (TSP) for National Security and Emergency Preparedness Telecommunication (FCC #1, Section 10.8.1D).

4.1.3. Type 2 Service is a one-way intraLATA/intrastate final route Trunk Group between Qwest's Local and LATA/Toll Tandems (Type 2A) and End Office Switches (Type 2B) and a Paging Provider's Point of Connection (POC). Each Type 2 Paging Service arrangement requires connection to both the Qwest Local and LATA/Toll Tandems which serve the Rate Center assigned to the Paging Provider's NNX. Additionally, when traffic volumes to an end office reach 512 centum call seconds (ccs), a Type 2B high use trunk group will be required to that end office. When a Local Tandem is not available to provide Type 2A Local trunks, a Type 2B Full Group connection to each End Office within the EAS/Local Calling Area is required Qwest and Paging Provider shall utilize out of band signaling where technically feasible for both Parties. Type 2A and 2B Services are defined in the following paragraphs.

4.1.3.1. Type 2A Paging Service is a one-way intraLATA final route trunk group between Qwest's Local and LATA/Toll Tandem switches and Paging Providers' POC(s).

4.1.3.1.1. The Type 2A Local Service connects a Qwest Local Tandem to a Paging Provider's POC and delivers traffic from NXXs served by the end offices subtending the Local Tandem to the Paging Provider.

4.1.3.1.2. The Type 2A LATA/Toll Tandem Service connects Qwest LATA/Toll Tandem to a Paging Provider's POC, and delivers traffic from the subtending End Offices to the Toll Tandem.

4.1.3.2. Wireless Type 2B High Use Service

The Type 2B High Use Service is a direct, one-way trunk group connection between Paging Provider's POC 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.

4.1.3.2.1. Pursuant to joint planning as specified in the Forecasting section of this Agreement, Qwest will require a Type 2B dedicated (i.e., direct) one-way Primary High Use trunk group from the Paging Provider POC directly to the Qwest end office. Type 2B High Use Service is based on forecasted or actual traffic at Paging Provider's busy hour in centum call seconds (ccs), where there is a DS1's worth of traffic (512 ccs) between Paging Provider's POC and a Qwest end office. During peak busy hours, an associated Type 2A local trunk group accepts overflow traffic from the 2B High Use group.

4.1.3.3. Wireless Type 2B Full Group Service
The Type 2B Full Group Service is a direct, one-way trunk group connection between Paging Provider's POC and a Qwest End Office, within the same LATA. Each 2B Full Group serves only the individual End Office and not the entire EAS/Local Calling Area. There is no overflow capability to an alternative trunk group on a Type 2B direct final full trunk group configuration. Only telephone numbers associated with the Qwest End Office and the Paging Provider's POC are accessible from this trunk group.

4.1.3.3.1. A Type 2B Full Group connection is required to each End Office in the EAS/Local Calling Area when a Qwest Local Tandem is not available.

These connections are in addition to the connection to the Qwest Toll/LATA Tandem which serves the Rate Center assigned to the Paging Provider's NNX.

4.2. Types of Traffic

4.2.1. The traffic types Qwest will deliver to Paging Provider under this Agreement include:

4.2.1.1. EAS/Local as defined in this Agreement.

4.2.1.2. IntraLATA Toll as defined in this Agreement.

4.2.1.3. Transit Traffic as defined in this Agreement

4.2.1.4. Non-Local traffic as defined in this Agreement.

4.3. Rate Structure - Type 1

Type 1 land to pager traffic will be exchanged on a Bill and Keep basis between the Parties. This means that the facilities provided by Qwest to Paging Provider for traffic originating on or transiting Qwest's network from another carrier, will be provided at no charge to Paging Provider and Paging Provider will not bill Qwest usage charges for terminating Qwest originated traffic.

4.3.1. Connection from Serving Wire Center

4.3.1.2 Applicable rate elements for digital service include channel and channel facility, connectivity and dial outpulsing. Applicable rate elements for analog service include channel, connectivity and dial outpulsing. See Billing Parameters for further definitions. The digital option is available only where Qwest facilities exist, or where the Paging Provider agrees to pay Special Construction to build necessary facilities.

4.3.2. Connection to Distant Dial Tone Office

4.3.2.1. Dedicated Transport
Applicable rate elements include dedicated transport and channel performance. When the Serving Wire Center is not the Dial Tone Office, Dedicated Transport is the transmission path for the switched traffic from Qwest's Foreign Central Office to Qwest's Serving Wire Center. The digital option is available only where Qwest facilities exist, or where the Paging Provider agrees to pay Special Construction to build necessary facilities.

4.3.2.2. Traffic Aggregation
Traffic aggregation options are available.

4.4. Rate Structure - Type 2

The Paging Provider will be billed recurring and non-recurring rates for the portion of the Qwest facilities used to deliver Third Party Traffic, pursuant to the percentages and rates specified in Appendix A.

4.4.1. Connection from Serving Wire Center
Applicable rate elements include channel and channel facility. See Billing Parameters for further definitions.

4.4.2. Connection to Tandem or End Office

4.4.2.1. Dedicated Transport
When the Serving Wire Center of Paging Provider's POC is not collocated with the Local and LATA/Toll Tandems (for 2A Paging Service) or the End Office (for 2B Paging Service), Dedicated Transport rate elements will apply.

4.4.2.2. Traffic Aggregation
Traffic aggregation options are available.

4.5. Billing Parameters

4.5.1. Channel - DS0 level. Connection to Paging Provider's Point of Connection from the Serving Wire Center.

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

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

4.5.4. Channel Performance. Conditioning to extend signaling on a two-wire analog channel when there is dedicated transport.

4.5.5. Dedicated Transport.

4.5.5.1. With Type 1 Service, when the Serving Wire Center is not the Dial Tone Office, Dedicated Transport is the transmission path for the switched traffic from Qwest's distant Central Office to Qwest's Serving Wire Center.

4.5.5.2. With Type 2 Service, if the Serving Wire Center is not the Qwest Local or LATA/Toll Tandem, or the Type2B End Office dedicated transport extends the channels/channel facility from the tandem/end office to the Serving Wire Center. The interoffice facilities can be at a DS0, DS1 or DS3 level.

4.5.6. Traffic Aggregation.
Traffic aggregation performed at a Qwest End Office enables a DS1 Channel Facility or DS1 Dedicated Transport to be connected to a DS0 Dedicated Transport System. A DS3 Channel Facility or DS3 Dedicated Transport will be multiplexed down to a DS1 level in order to connect with the digital switch.

4.5.7. DID Numbers
DID numbers are billed a non-recurring charge pursuant to Section 5.3.4 of the Exchange and Network Services Tariff/Price List/Catalog.

4.6. Miscellaneous Charges

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

4.7. Equipment Interface

It is the Paging Provider's responsibility to advise Qwest of the equipment interface to be used at Paging Provider's POC. The technical requirements for the equipment interface must be selected from those specified in Appendix B. Available equipment interfaces specified in Appendix B are defined in Telcordia Reference Documents GR-145 - CORE & BR-795-403-100.

4.8. Cooperative Testing

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

4.9. New or Changes to Paging Connection Service; Forecasting

4.9.1. Paging Provider may submit a request for Type 1 or Type 2 Paging Connection Service. When requesting Type 1 or Type 2 Paging Connection Service, Paging Provider shall specify on the Wireless Service Request: 1) the type and number of channels and channel facilities; 2) the Common Language Location Identifier (CLLI) codes associated with the POC and the Qwest Tandem or End Office; 3) and when applicable, the Wire Center where the traffic aggregation is performed.

4.9.2. Qwest will evaluate the request in accordance with Section 2.6.2. of this Agreement. Qwest shall advise Paging Provider of the analysis of

the request. The analysis shall specify Qwest's conclusions as to whether or not the service request shall be provisioned as requested.

4.9.3. Forecasting

4.9.3.1. Either Party shall, at the request of the other Party, participate in joint planning sessions at quarterly intervals. The Paging Provider shall complete the appropriate POC Forecast Form(s) attached as Appendix B, for each POC and for each different equipment interface within each POC. Although Paging Provider is required to complete a POC Forecast form(s), such forecasts are not deemed to be orders for or reservation of Qwest telecommunications services. Qwest may use Paging Provider's forecasts and any other sources of data which Qwest independently selects and obtains to help determine the design and configuration of Type 1 and Type 2 Paging Connection Service. Information included in the POC forecast form is for Qwest's planning purposes only. Paging Provider must complete the first POC Forecast form(s) prior to execution of this Agreement. Thereafter, Paging Provider must complete and send Qwest updated POC Forecast form(s) quarterly. If Qwest does not receive an updated form with a new forecast each quarter, then Qwest will rely on the last form received.

4.9.3.2. Paging Provider shall submit to Qwest a description of anticipated major network projects that could affect Qwest; at a minimum, the Paging Provider will provide at least ninety (90) days advance written notice of the nature of the changes and when the change(s) will occur. Major network projects include: shifts in anticipated traffic patterns or other activities that would result in a significant increase or decrease in traffic. These projects shall also include, but are not limited to, issues of equipment types and network capacity, usage, and location. Paging Provider shall attach the above information to the updated POC Forecast form(s) as appropriate.

4.10. Mileage Measurement

4.10.1. Where required, the mileage measurement for Type 1 dedicated transport is measured from the V&H coordinates of the Qwest Dial Tone Office to the V&H of the Qwest Serving Wire Center.

4.10.2. Where required, the mileage measurement for Type 2 Service facilities and trunks is measured from the V&H coordinates of the Qwest Local or LATA/Toll Tandem or End Office to the V&H coordinates of the Qwest Serving Wire Center.

5. INTERCONNECTION FACILITIES

5.1. Methods of Interconnection

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

5.1.1. Network Access Channel

5.1.1.1. A NAC facility extends from the Serving Wire Center of Qwest to the Paging Provider's POC location. NAC facilities may not extend beyond the area served by Qwest's Serving Wire Center. A NAC must always be provisioned with Type 1 and Type 2 Service for connection, identification, and billing purposes.

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

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

5.1.3. Collocation
Interconnection may be accomplished through the Collocation arrangements offered by Qwest. The terms and conditions under which Collocation will be offered are described in the Collocation section of this Agreement.

5.2. Quality of Interconnection

Qwest will provision Paging Connection Service facilities in accordance with current industry standards.

6. TYPE 2 COMPENSATION FOR DELIVERY OF QWEST ORIGINATED TRAFFIC

6.1. Qwest will pay Paging Provider for the transport and termination of Type 2 Compensable Traffic as set forth in Appendix A.

6.1.1 The compensation to Paging Provider will be based on an assumed 6,000 minutes of use ("MOUs") per trunk per billing period. Either Party may adjust the MOUs one time during the term of this Agreement based on the average of three consecutive months of actual

data. If the Parties do not agree on the adjusted MOUs, the provisions of the Dispute Resolution section shall apply. Total paging messages shall be converted to MOUs as follows: 1) the number of messages will be aggregated at the end of the billing period by trunk group, 2) the aggregated number of messages will be multiplied by the average hold time in seconds and divided by 60 (to convert to minutes) and 3) the result rounded to the nearest whole minute. In the absence of actual hold time data, it will be assumed that average hold time per paging message is 20 seconds.

6.1.2 If the traffic data indicates an under utilization of the installed trunks, Qwest may reduce the number of trunks assigned to Paging Provider.

6.2. Paging Provider will issue a direct bill to Qwest for the transport and termination of Type 2 Compensable Traffic based on the sample invoice in Appendix C. This sample invoice shall also display any additional requirements agreed upon by both Parties.

6.2.1 The Parties will exchange billing contacts and telephone numbers.

6.2.2 The invoices will include identification of the monthly bill period, which will be the first through the last day of the prior calendar month.

6.2.3 Paging Provider will bill Qwest by state.

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

6.2.5 Paging Provider will provide a Remittance Document including: remittance address, Invoice Number and/or Billing Account Number, amount due and Payment Due Date (at least thirty (30) days from invoice issuance date).

6.2.6 The rendered bill will include a summary of charges and total amounts due.

6.2.7 Charges incurred during the bill period will be reflected on the next bill. Minute of use ("MOU") rates will be displayed for all charges.

6.2.8 Invoice will include all adjustments, credits, debits and payments.

6.2.9 Invoice will include all applicable taxes and surcharges. Paging Provider will calculate, bill, collect and remit applicable taxes and surcharges to the appropriate authorities.

6.2.10 Paging Provider's invoices to Qwest will be provided on paper, unless a mechanized format is mutually agreed upon.

6.3 Billing disputes will be resolved through the Dispute Resolution provisions of this Agreement.

7. RESERVED FOR FUTURE USE

8. SERVICE IMPAIRMENT

8.1. The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party shall not: 1) interfere with or impair service over any facilities of the other Party; its affiliated companies, or its connecting and concurring carriers involved in its services; 2) cause damage to their plant; 3) violate any applicable law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities; or 4) create hazards to the employees of either Party or to the public. Each of these requirements is hereinafter referred to as an "Impairment of Service". Each Party shall use its best efforts to isolate a trouble condition(s) to the other's facilities before reporting trouble to the other Party.

8.2. If either Party causes an impairment of service, as set forth in this Section, the Party (the "Impaired Party") shall promptly notify the Party causing the impairment of service (the "Impairing Party") of the nature and location of the problem. The Impaired Party shall advise the Impairing Party that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service. If the Impairing Party is unable to promptly remedy the Impairment of Service, the Impaired Party may temporarily discontinue use of the affected circuit, facility or equipment.

8.3. When a Party reports trouble to the other Party, and no trouble is found in the other Party's equipment, the reporting Party will be responsible for payment of service maintenance charges as specified in Qwest's Intrastate Switched Access Tariff or state-specific pricing catalogue, as appropriate, for the period of time from when the other Party's personnel are dispatched to when the work is completed. Failure of the Other Party's personnel to find trouble in its service will not result in a charge if the trouble is actually in that service, but not discovered at that time.

8.4. 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 Paging Provider.

8.5. To facilitate trouble reporting and to coordinate the repair of the service provided by each Party to the other under this Agreement, each Party shall designate a Trouble Reporting Control Office (TRCO) and a toll free telephone number for such service.

Qwest's TRCO number is (800) 784-3414
Paging Provider's TRCO number is 480-350-9400

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

8.6. Where new facilities, services and arrangements are installed, the TRCO

shall ensure that continuity exists and take appropriate transmission measurements before advising the other Party that the new circuit is ready for service.

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

9. COLLOCATION

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

10. ACCESS TO TELEPHONE NUMBERS

10.1 Number Resources Arrangements.

10.1.1. Nothing in this Agreement shall be construed in any manner to limit or otherwise adversely impact either Party's right to 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 published by the Industry Numbering Committee ("INC") as INC 95-0407-008, formerly ICCF 93-0729-010). The latest version of the Guidelines will be considered the current standard.

10.1.2. Each Party shall be responsible for notifying its End Users of any changes in numbering or dialing arrangements to include changes such as the introduction of new NPAs or new NXX codes.

10.1.3. Paging Provider may request blocks of telephone numbers from Qwest. Such blocks of telephone numbers will be assigned to the Paging Provider from an NXX housed in the Qwest Dial Tone Office. This will usually be the Serving Wire Center of the Paging Provider's paging terminal location. In the event sufficient numbers are not available to meet the Paging Provider's two year forecast, a new NXX, if practicable, will be assigned to the Dial Tone Office from which numbers will be allocated. All numbers are assigned and administered by Qwest. The Paging Provider performs subadministration (assigning specific numbers to individual subscribers).

10.1.4. It shall be the responsibility of each Party to program and update its own network systems pursuant to the Local Exchange Routing Guide (LERG) to recognize and route traffic to the other Party's assigned NXX codes. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities. The Parties will cooperate to establish procedures to ensure the timely activation of NXX assignments in their respective networks.

10.1.5. Each Party is responsible for administering NXX codes assigned to it. Each Party is responsible for arranging LERG input for NXX codes assigned to its equipment. Each Party shall use the LERG published by

Telcordia or its successor for obtaining routing information and shall provide through an authorized LERG input agent, all required information regarding its network for maintaining the LERG in a timely manner.

SECTION 11.0 - ACCESS TO OPERATIONAL SUPPORT SYSTEMS (OSS)

11.1 Description

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

11.2 OSS Support for Pre-Ordering, Ordering and Provisioning

11.2.1 ASR (Access Service Request) Ordering Process

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

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

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

11.2.2 Functions

11.2.2.1 Access Service Request (ASR)

11.2.2.1.1 The ASR transaction allows Paging Provider to submit an order.

11.2.2.2 Firm Order Confirmation (FOC)

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

11.2.3 Facility Based EDI Listing Process

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

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

11.3 Hours of Operation

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

11.4 Billing

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

11.5 Outputs

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

a) Paper

b) NDM (Dedicated Circuit or dial-up)

c) Internet/WEB (read only)

d) Diskette

11.6 Modifications to OSS Interfaces

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

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

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

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

11.7 Paging Provider Responsibilities for Implementation of OSS Interfaces

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

11.8 Wholesale Services (WS) Systems Help Desk

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

11.8.1.1 Connectivity

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

11.8.1.2 File Outputs

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

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

11.8.1.4 Hours of Operation

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

11.9 Intentionally Left Blank

11.10 Compensation/Cost Recovery

11.10.1 Recurring and nonrecurring OSS startup charges, as applicable, will be billed at rates set forth in Exhibit A for Type 2 Paging Providers. Any such rates will be consistent with Existing Rules. Qwest shall not impose any recurring or nonrecurring OSS startup charges unless and until the Commission authorizes Qwest to impose such charges and/or approves applicable rates at the completion of appropriate cost docket proceedings.

12. TERM OF AGREEMENT

12.1 This Agreement shall become effective upon Commission approval, pursuant to Sections 251 and 252 of the Act, shall terminate five (5) years from the execution date and shall be binding upon the Parties during that term. After the date specified above, this Agreement shall continue in force and effect until terminated by either Party providing one hundred sixty (160) days written notice of termination to the other Party. The day the notice is served will determine the starting point for a 160 day negotiation period (in accordance with 252(b)1 of the Act). In the event of such termination, existing or pending service arrangements made available under this Agreement shall continue in total without interruption under either a) a new or adoption agreement executed by the Parties, or b) tariff terms and conditions generally available to all Paging Providers.

12.1.1 If the Parties are unable to negotiate a new agreement during the negotiation period described above, the window of opportunity to file for arbitration to resolve outstanding contractual issues in accordance with

the Act will occur between days 135 and 160 of the 160 day notice period.

12.1.2 If the Parties are able to reach agreement, this Agreement shall continue for the brief period of time needed to secure the Commission's approval of an adoption or a new interconnection agreement. In the case of Section 12.1.1, this Agreement will expire on the termination date specified in the one hundred sixty (160) day notice referenced above unless a petition for arbitration has been filed, but if such a petition has been filed then this Agreement shall continue for the period necessary for the Commission to act and resolve the disputed issues so that the Parties will have an effective interconnection agreement.

13. PAYMENT

13.1 Amounts payable under this Agreement are due and payable within thirty (30) calendar Days after the date of invoice, or within twenty (20) calendar Days after receipt of the invoice, whichever is later (payment due date). If the payment due date is not a business day, the payment shall be due the next business day.

13.2 One Party may discontinue processing orders for the failure of the other Party to make full payment for the relevant services, less any disputed amount as provided for in Section 13.4 of this Agreement, for the relevant services provided under this Agreement within thirty (30) calendar Days following the payment due date. The Billing Party will notify the other Party in writing at least ten (10) business days prior to discontinuing the processing of orders for the relevant services. If the Billing Party does not refuse to accept additional orders for the relevant services on the date specified in the ten (10) business days notice, and the other Party's non-compliance continues, nothing contained herein shall preclude the Billing Party's right to refuse to accept additional orders for the relevant services from the non-complying Party without further notice. For order processing to resume, the billed Party will be required to make full payment of all charges for the relevant services not disputed in good faith under this Agreement. Additionally, the Billing Party may require a deposit (or additional deposit) from the billed Party, pursuant to this section. In addition to other remedies that may be available at law or equity, the billed Party reserves the right to seek equitable relief, including injunctive relief and specific performance.

13.3 The Billing Party may disconnect any and all relevant services for failure by the billed Party to make full payment, less any disputed amount as provided for in Section 13.4 of this Agreement, for the relevant services provided under this Agreement within sixty (60) calendar Days following the payment due date. The billed Party will pay the applicable reconnect charge set forth in Exhibit A required to reconnect each resold End User Customer line disconnected pursuant to this paragraph. The Billing Party will notify the billed Party at least ten (10) business days prior to disconnection of the unpaid service(s). In case of such disconnection, all applicable undisputed charges, including termination charges, shall

become due. If the Billing Party does not disconnect the billed Party's service(s) on the date specified in the ten (10) business days notice, and the billed Party's noncompliance continues, nothing contained herein shall preclude the Billing Party's right to disconnect any or all relevant services of the non-complying Party without further notice. For reconnection of the non-paid service to occur, the billed Party will be required to make full payment of all past and current undisputed charges under this Agreement for the relevant services. Additionally, the Billing Party will request a deposit (or recalculate the deposit) as specified in Section 13.5 and 13.7 from the billed Party, pursuant to this Section. Both Parties agree, however, that the application of this provision will be suspended for the initial three (3) Billing cycles of this Agreement and will not apply to amounts billed during those three (3) cycles. In addition to other remedies that may be available at law or equity, each Party reserves the right to seek equitable relief, including injunctive relief and specific performance.

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

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

13.4.2 If a Party pays the charges disputed at the time of payment or at any time thereafter pursuant to Section 13.4.3, and the dispute is resolved in favor of the disputing Party, the Billing Party shall, no later than the second Bill Date after the resolution of the dispute: (1) credit the disputing Party's bill for the disputed amount and any associated interest or (2) pay the remaining amount to Paging Provider, if the disputed amount is greater than

the bill to be credited. The interest calculated on the disputed amounts will be the same rate as late payment charges. In no event, however, shall any late payment charges be assessed on any previously assessed late payment charges.

13.4.3 If a Party fails to dispute a charge and discovers an error on a bill it has paid after the period set forth in Section 13.4, the Party may dispute the bill at a later time through an informal process, through an Audit pursuant to the Audit provision of this Agreement, through the Dispute Resolution provision of this Agreement, or applicable state statutes or Commission rules.

13.5 Each Party will determine the other Party's credit status based on previous payment history or credit reports such as Dun and Bradstreet. If a Party has not established satisfactory credit with the other Party according to the above provisions or the Party is repeatedly delinquent in making its payments, or the Party is being reconnected after a disconnection of service or discontinuance of the processing of orders by the Billing Party due to a previous nonpayment situation, the Billing Party may require a deposit to be held as security for the payment of charges before the orders from the billed Party will be provisioned and completed or before reconnection of service. "Repeatedly delinquent" means any payment received thirty (30) calendar Days or more after the payment due date, three (3) or more times during a twelve (12) month period. The deposit may not exceed the estimated total monthly charges for an average two (2) month period within the 1st three (3) months for all services. The deposit may be a surety bond if allowed by the applicable Commission regulations, a letter of credit with terms and conditions acceptable to the Billing Party, or some other form of mutually acceptable security such as a cash deposit. Required deposits are due and payable within thirty (30) calendar Days after demand.

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

13.7 The Billing Party may review the other Party's credit standing and modify the amount of deposit required but in no event will the maximum amount exceed the amount stated in 13.5.

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

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

14. MISCELLANEOUS TERMS

14.1. General Provisions

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

14.1.2 Neither Party shall use any service related to or use any of the services provided in this Agreement in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other carriers or to either Party's End Users, 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 at the earliest practicable time.

14.1.3. Each Party is solely responsible for the services it provides to its End Users and to other telecommunications carriers.

14.1.4. 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.

14.1.5 Nothing in this Agreement shall prevent either Party from seeking to recover the costs and expenses, if any, it may incur in (a) complying with and implementing its obligations under this Agreement, the Act, and the rules, regulations and orders of the FCC and the Commission, and (b) the development, modification, technical installation and maintenance of any systems or other infrastructure which it requires to comply with and to continue complying with its responsibilities and obligations under this Agreement.

14.2 Insurance

The Parties agree that this Section relating to insurance requirements for the Parties has been deleted in its entirety; provided however, if either Party requests an amendment to this Agreement for Collocation and/or Poles, Ducts, Conduits, and Rights of Way, the amendment will require the collocating or attaching Party to meet insurance requirements maintained by Qwest for other Telecommunications Carriers at the time of the amendment.

14.3. 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 net income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Until such time as a resale tax exemption certificate is provided, no exemptions will be applied.

14.4. 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"). The Party affected by a Force Majeure Event shall give prompt notice to the other Party, shall be excused from performance of its obligations hereunder on a day to day basis to the extent those obligations are prevented by the Force Majeure Event, and shall use reasonable efforts to remove or mitigate the Force Majeure Event. In the event of a labor dispute or strike the Parties agree to provide service to each other at a level equivalent to the level they provide themselves.

14.5. Limitation of Liability

14.5.1 Except for losses relating to or arising out of any act or omission in its performance of services or functions provided under this Agreement, each Party shall be liable to the other for direct damages for any loss, defect or equipment failure including without limitation any penalty, reparation or liquidated damages assessed by the Commission or under a Commission-ordered agreement (including without limitation penalties or liquidated damages assessed as a result of cable cuts), resulting from the causing Party's conduct or the conduct of its agents or contractors in performing the obligations contained in this Agreement.

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

could result.

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

14.5.4 Nothing contained in this Section shall limit either Party's liability to the other for intentional, malicious misconduct.

14.5.5 Nothing contained in this Section shall limit either Party's obligations of indemnification as specified in the Indemnity Section of this Agreement.

14.6. Indemnity

14.6.1 With respect to third party claims, the Parties agree to indemnify each other as follows:

14.6.1.1 Except for claims made by End Users of one Party against the other Party, which claims are based on defective or faulty services provided by the other Party to the one Party, 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.

14.6.1.2 Where the third party claim is made by (or through) an End User of one Party against the other Party, which claim is based on defective or faulty services provided by the other Party to the one Party then there shall be no obligation of indemnity unless the act or omission giving rise to the defective or faulty services is shown to be intentional, malicious misconduct of the other Party.

14.6.1.3 If the claim is made by (or through) an End User and where a claim is in the nature of a claim for invasion of privacy, libel, slander, or other claim based on the content of a

transmission, and it is made against a Party who is not the immediate provider of the Telecommunications Service to the End User (the indemnified provider), then in the absence of fault or neglect on the part of the indemnified provider, the Party who is the immediate seller of such Telecommunications Service shall indemnify, defend and hold harmless the indemnified provider from such claim.

14.6.2 The indemnification provided herein shall be conditioned upon:

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

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

14.6.2.3 In no event shall the indemnifying Party settle or consent to any judgment pertaining to any such action without the prior written consent of the indemnified Party.

14.7. Intellectual Property

14.7.1 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.

14.7.2 The rights and licenses 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.

14.7.3 As a condition to the access or use of patents, copyrights, trade secrets and other intellectual property (including software) owned or controlled by a third party to the extent necessary to implement this Agreement or specifically required by the then applicable federal and state rules and regulations relating to Interconnection and access to telecommunications facilities and services, the Party providing access may require the other upon written notice, from time to time, to obtain a license or permission for such access or use, make all payments in connection with obtaining such license, and provide evidence of such license.

14.7.4 Except as expressly provided in this Intellectual Property Section, nothing in this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, logo, trademark, tradename, trade secret or any other intellectual property right now or hereafter owned, controlled or licensable by either Party. Neither Party may use any patent, copyright, logo, trademark, tradename, trade secret or other intellectual property right of the other Party or its affiliates without execution of a separate agreement between the Parties.

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

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

14.8. Warranties

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

14.9. Assignment

14.9.1 Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may assign or transfer this Agreement to a corporate affiliate or an entity under its common control; however, if Paging Provider's assignee or transferee has an Interconnection agreement with Qwest, no assignment or transfer of this Agreement shall be effective without the prior written consent of Qwest. Such consent shall include appropriate resolutions of conflicts and discrepancies between the assignee's or transferee's interconnection agreement and this Agreement. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

14.9.2 Without limiting the generality of the foregoing subsection, any merger, dissolution, consolidation or other reorganization of Paging Provider, or any sale, transfer, pledge or other disposition by Paging Provider of securities representing more than 50% of the securities entitled to vote in an election of Paging Provider's board of directors or other similar governing body, or any sale, transfer, pledge or other disposition by Paging Provider of substantially all of its assets, shall be deemed a transfer of control. If any entity, other than Paging Provider, involved in such merger, dissolution, consolidation, reorganization, sale, transfer, pledge or other disposition of Paging Provider has an interconnection agreement with Qwest, the Parties agree that only one agreement, either this Agreement or the interconnection agreement of the other entity, will remain valid. All other interconnection agreements will be terminated. The Parties agree to work together to determine which interconnection agreement should remain valid and which should terminate. In the event the Parties cannot reach agreement on this issue, the issue shall be resolved through the Dispute Resolution process contained in this Agreement.

14.9.3 Qwest makes no representations or warranties regarding the configuration, identity, or number of telephone exchanges covered by this Agreement. Nothing in this Agreement, therefore, shall be deemed to limit or restrict the right of Qwest to sell, lease, transfer, assign, or hypothecate any of its assets, rights, title or interests in or to any of its property or rights, including but not limited to the telephone exchange(s)

in which it conducts its business. Likewise nothing in this Agreement shall be deemed to limit or restrict the right of Qwest to acquire, buy, procure, lease, or mortgage any assets, rights, title, or interest in or to any property or rights, including but not limited to the telephone exchange(s) in which it conducts its business. If Qwest should sell or otherwise transfer and assign to an unaffiliated third party all or substantially all of its assets and rights with respect to a telephone exchange(s) which is covered by this Agreement, then as to such exchange(s), this Agreement shall terminate upon the effective date of such sale or other transfer. Qwest shall provide Paging Provider with as much advance notice of such sale or transfer as is reasonably possible.

14.10. Default

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

14.11. 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.

14.12. Nondisclosure

14.12.1. All information, including but not limited to specifications, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data, (i) furnished by one Party to the other Party dealing with End User specific, facility specific, or usage specific information, other than end User information communicated for the purpose of providing directory assistance or publication of directory database, or (ii) in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary", or (iii) communicated and declared to the receiving Party at the time of delivery, or by written notice given to the receiving Party within ten (10) calendar days after delivery, to be

"Confidential" or "Proprietary" (collectively referred to as "Proprietary Information"), shall remain the property of the disclosing Party. A Party who receives Proprietary Information via an oral communication may request written confirmation that the material is Proprietary Information. A Party who delivers Proprietary Information via an oral communication may request written confirmation that the Party receiving the information understands that the material is Proprietary Information.

14.12.2. 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.

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

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

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

14.12.4.2. is or becomes publicly known through no wrongful act of the receiving Party; or

14.12.4.3. is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation to the disclosing Party with respect to such information; or

14.12.4.4. is independently developed by an employee, agent, or contractor of the receiving Party 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

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

14.12.4.6. is approved for release by written authorization of the disclosing Party; or

14.12.4.7. is required to be made public by the receiving Party

pursuant to applicable law or regulation provided that the receiving Party shall give sufficient notice of the requirement to the disclosing Party to enable the disclosing Party to seek protective orders.

14.12.5. Nothing herein is intended to prohibit a Party from supplying factual information about its network and Telecommunications Services on or connected to its network to regulatory agencies including the Federal Communications Commission and the Commission so long as any confidential obligation is protected.

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

14.13. Survival

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

14.14. Dispute Resolution

14.14.1 If any claim, controversy or dispute between the Parties, their agents, employees, officers, directors or affiliated agents should arise, and the Parties do not resolve it in the ordinary course of their dealings (the "Dispute"), then it shall be resolved in accordance with the dispute resolution process set forth in this Section. Each notice of default, unless cured within the applicable cure period, shall be resolved in accordance herewith.

14.14.2 At the written request of either Party, and prior to any other formal dispute resolution proceedings, each Party shall designate an officer-level employee, at no less than the vice president level, to review, meet, and negotiate, in good faith, to resolve the Dispute. The Parties intend that these negotiations be conducted by non-lawyer, business representatives, and the locations, format, frequency, duration, and conclusions of these discussions shall be at the discretion of the representatives. By mutual agreement, the representatives may use other procedures, such as mediation, to assist in these negotiations. The discussions and correspondence among the representatives for the purposes of these negotiations shall be treated as Confidential Information developed for purposes of settlement, and shall be exempt from discovery and production, and shall not be admissible in any subsequent arbitration or other proceedings without the concurrence of

both of the Parties.

14.14.3 If the vice-presidential level representatives have not reached a resolution of the Dispute within thirty (30) calendar days after the matter is referred to them, then either Party may demand that the Dispute be settled by arbitration. Such an arbitration proceeding shall be conducted by a single arbitrator, knowledgeable about the telecommunications industry. The arbitration proceedings shall be conducted under the then current rules of the American Arbitration Association ("AAA"). The Federal Arbitration Act, 9 U.S.C. Sections 1-16, not state law, shall govern the arbitrability of the Dispute. The arbitrator shall not have authority to award punitive damages. 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 proceedings shall occur in the Denver, Colorado metropolitan area. It is acknowledged that the Parties, by mutual, written agreement, may change any of these arbitration practices for a particular, some, or all Dispute(s).

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

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

14.15. Controlling Law

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

14.16. 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.

14.17. Responsibility for Environmental Contamination

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

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.

14.18. Notices

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

Qwest Corporation
Director Interconnection Agreements
1801 California Street, Room 2410
Denver, CO 80202
Phone - 303-965-3029
Facsimile – 303-896-7077
Email – IntAgree@qwest.com

With copy to:
Qwest Corporation Law Department
General Counsel, Interconnection
1801 California Street, 10th Floor
Denver, CO 80202

And to Paging Provider:
Interstate Wireless, Inc. d/b/a Handy Page
Wayne Markis, President
841 West Fairmont Drive, Suite 5
Tempe, AZ 85282-3331
480-350-9400
Email: waynem@handypage.net

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

14.19. Responsibility of Each Party

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

legal status and property, real or personal and, (ii) the acts of its own affiliates, employees, agents and contractors during the performance of that Party's obligations hereunder.

14.20. No Third Party Beneficiaries

The provisions of this Agreement are for the benefit of the Parties and not for any other Person. This Agreement does not provide and shall not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other privilege.

14.21. Referenced Documents

All references to Sections shall be deemed to be references to Sections of this Agreement unless the context shall otherwise require. Whenever any provision of this Agreement refers to a technical reference, technical publication, Paging Provider practice, Qwest practice, any publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated into this Agreement, it will be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successors) of such document that is in effect, 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, Paging Provider practice, Qwest practice, or publication of industry standards. The existing configuration of either Party's network may not be in immediate compliance with the latest release of applicable referenced documents.

14.22. Publicity

Neither Party shall publish or use any publicity materials with respect to the execution and delivery or existence of this Agreement without the prior written approval of the other Party.

14.23. Amendment

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

14.24. Executed in Counterparts

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

14.25. Headings of No Force or Effect

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

14.26. Regulatory Approval

The Parties understand and agree that this Agreement will be filed with the Commission for approval. In the event the Commission rejects any portion of this Agreement, renders it inoperable or creates an ambiguity that requires further amendment, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification.

14.27. Compliance

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

14.28. Compliance with the Communications Assistance 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.

14.29 Cooperation

The Parties agree that this Agreement involves the provision of Qwest services in ways such services were not previously available and the introduction of new processes and procedures to provide and bill such services. Accordingly, the Parties agree to work jointly and cooperatively in testing and implementing processes for maintenance, provisioning and billing and in reasonably resolving issues which result from such implementation on a timely basis.

14.30. Availability of Other Agreements

With regard to the availability of other agreements, the Parties agree that the provisions of Section 252(i) of the Act shall apply, including state and

federal, Commission and court interpretive regulations and decisions in effect from time to time.

14.31. 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.

15. BONA FIDE REQUEST

15.1. Any request for Interconnection that is not already available as described herein shall be treated as a Bona Fide Request (BFR). Qwest shall use the BFR Process to determine the terms and timetable for providing the requested Interconnection, if available, and the technical feasibility of new/different points of Interconnection. Qwest will administer the BFR Process in a nondiscriminatory manner.

15.2. A BFR shall be submitted in writing and on the appropriate Qwest form for BFRs. Paging Provider and Qwest will work together to prepare the BFR form. This form shall be accompanied by the non-refundable Processing Fee specified in Appendix A of this Agreement. The form will request, and Paging Provider will need to provide, at a minimum: (a) a new/different points of Interconnection; (b) the desired interface specification; (c) each requested type of Interconnection or access; (d) a statement that the Interconnection will be used to provide a Telecommunications Service; (e) the quantity requested; and (f) the specific location requested.

15.3. Within fifteen (15) business days of its receipt, Qwest shall acknowledge receipt of the BFR and in such acknowledgment advise Paging Provider of missing information, if any, necessary to process the BFR. Thereafter, Qwest shall promptly advise Paging Provider of the need for any additional information required to complete the analysis of the BFR.

15.4. Within thirty (30) business days of its receipt of the BFR and all information necessary to process it, Qwest shall provide to Paging Provider a preliminary analysis of the BFR. The preliminary analysis shall specify Qwest's conclusions as to whether or not the requested Interconnection complies with the requirements set forth above.

15.4.1. If Qwest determines during the thirty (30) day period that a BFR does not qualify as Interconnection that is required to be provided under the Act, Qwest shall advise Paging Provider as soon as reasonably possible of that fact, and Qwest shall promptly, but in no case later than ten business days after making such a determination, provide a written report setting forth the basis for its conclusion.

15.4.2. If Qwest determines during the thirty (30) day period that the BFR qualifies under the Act, it shall notify Paging Provider in writing of such determination within ten (10) business days.

15.4.3. As soon as feasible, but in any case within ninety (90) business days after Qwest notifies Paging Provider that the BFR qualifies under the Act, Qwest shall provide to Paging Provider a BFR quote. The BFR quote will include, at a minimum, a description of each Interconnection , the quantity to be provided, any interface specifications, and the applicable rates (recurring and nonrecurring) including the separately stated development costs and construction charges of the Interconnection and any minimum volume and term commitments required.

15.5 If Qwest has indicated minimum volume and term commitments, then within thirty (30) business days of its receipt of the BFR quote, Paging Provider must either agree to purchase under those commitments, cancel its BFR, or seek mediation or arbitration.

15.6 If Paging Provider has agreed to minimum volume and term commitments under the preceding paragraph, Paging Provider may cancel the BFR or volume and term commitment at any time, but in the event of such cancellation Paging Provider will pay Qwest's reasonable development costs incurred in providing the Interconnection to the extent that those development costs are not otherwise amortized.

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

16. CONSTRUCTION CHARGES

16.1. All rates, charges and initial service periods specified in this Agreement contemplate the provision of network Interconnection services to the extent existing facilities are available. Except for modifications to existing facilities necessary to accommodate Interconnection specifically provided for in this Agreement, Qwest will consider requests to build additional or further facilities for network Interconnection as described in the applicable Section of this Agreement.

16.2. All necessary construction will be undertaken at the discretion of Qwest, consistent with budgetary responsibilities, consideration for the impact on the general body of End Users, and without discrimination among the various carriers.

16.3. A quote for Paging Provider's portion of a specific job will be provided to Paging Provider. The quote will be in writing and will be binding for ninety (90) business days after the issue date. When accepted, Paging Provider will be billed the quoted price and construction will commence after receipt of payment. If Paging Provider chooses not to have Qwest construct the facilities, Qwest reserves the right to bill Paging Provider for the expense incurred for producing the engineered job design.

16.4. In the event a construction charge is applicable, Paging Provider's

service application date will become the date upon which Qwest receives the required payment.

APPENDIX A - Rates and Charges Description

1. FACILITY CHARGES- All rates and charges are defined in Exhibit A.

A. Type 1

(i) Between the Serving Wire Center serving Paging Provider's POC , Qwest will provide if applicable all facilities including the NAC or Channel Facility, Connectivity, Dial Outpulsing, Channel Performance, Multiplexing and Dedicated Transport at no charge to Paging Provider.

B. Type 2

(i) Subject to Section 2.6.7.1, Paging Provider shall be obligated to pay at the rates described in Exhibit A for the portion of the facilities used to deliver Third Party Traffic based on the following applicable Third Party Traffic percentage, as follows:

AZ	21.1%
CO	26.2%
IA	26.1%
ID	24%
MN	22.7%
MT	26%
ND	26%
NE	22.8%
NM	13.7%
OR	31.45%
SD	26%
UT	17.05%
WA	20%
WY	24%

C. 100% of the Non recurring charges incurred due to Paging Provider relocation or equipment change will be paid.

2. COMPENSATION FOR DELIVERY OF TYPE 2 QWEST ORIGINATED TRAFFIC All rates and charges are defined in Exhibit A.

A. Flat Rate per Trunk: Pursuant to Section 6, Qwest will compensate Paging Provider on a monthly basis at a flat rate per trunk for delivery of Type 2Qwest originated traffic as follows:

- Type 2: 6,000 MOU per trunk times Compensable Traffic percentage times applicable state specific end office rate (listed below), times trunk quantity

AZ	$.0009695
CO	$.00161
IA	$.001558
ID	$.001343
MN	$.00181

MT	$.001574
ND	$.001482
NE	$.00126
NM	$.002046
OR	$.0013301
SD	$.000702
UT	Urban $.001427, Suburban $.001654, Rural $.001798
WA	$.001178
WY	$.00092

B. Flat Rate per Trunk: Pursuant to Section 6, upon establishment of an actual three (3) month average Minutes of Use (MOU) per trunk group type, Qwest will compensate Paging Provider on a monthly basis at a flat rate per trunk for delivery of Type 2 Qwest originated traffic:

- Type 2: Average MOU per trunk times Compensable Traffic percentage times applicable state specific end office rate (listed below), times trunk quantity

AZ	$.0009695
CO	$.00161
IA	$.001558
ID	$.001343 MN $.00181
MT	$.001574
ND	$.001482
NE	$.00126
NM	$.002046
OR	$.0013301
SD	$.000702
UT	Urban $.001427, Suburban $.001654, Rural $.001798
WA	$.001178
WY	$.00092

Compensable Traffic percentage equals one minus Third Party Traffic percentage.

3. BFR PROCESSING FEE All rates and charges are defined in Exhibit A.

Pursuant to Section 15, Bona Fide Request, Qwest shall apply a fee as listed in Exhibit A for processing each Bona Fide Request submitted by Paging Provider.

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

-- THIS IS NOT AN ORDER FORM --
THIS IS A TWO YEAR FORECAST

DATE PREPARED: _____(update required quarterly)
Paging Provider's Point of Connection (POC) (one form required per POC)

_____ **New POC**
_____**Existing POC**

For Internal Use Only

Paging Provider: _____ACNA: _____

POC Address:_____

City, State, Zip: _____

Switch CLLI Code (associated with NXX):_____

POC CLLI Code (if assigned) : _____

Technical Contact Name: _____

Technical Contact Phone Number: _____

Billing Contact Name: _____

Billing Contact Phone Number: _____

List ALL PAGING DID Numbers associated with this POC:

_____

_____

Paging Provider's Equipment Requirements **(check appropriate line(s))**
_____ Digital _____ Analog_____ 2-wire_ 4-wire
Trunk Pulsing: _____Multifrequency (MF) _____Dial Pulse (DP)
____ Dual Tone Multifrequency (DTMF)

Start Signaling: _____Wink _____Immediate (IMM) _____Delayed Start
Outpulsing (4-10 digits) _____

Network Channel Interface - **Analog**
____ Reverse Battery - 600 ohms
____ Reverse Battery - 900 ohms
____ Loop Start
____ E & M Signaling - Type I
____ E & M Signaling - Type II

Network Channel Interface - **Digital:**
____ DS3
____ DS1 AMI + SF
____ DS1 AMI + ANSI ESF
____ DS1 AMI + non-ANSI ESF
____ DS1 B8ZS + SF
____ DS1 B8ZS + ANSI ESF
____ DS1 B8ZS + non-ANSI ESF

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

	Year 1	Year 2
Busy Season: _____		
Average Busy Hour Minutes of Use	_____	_____
Average Busy Hour Number of Messages	_____	_____

For Internal Use Only:

Prepared by:_____ Date:_____

Title:_____ Telephone Number:_____

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

Mail completed form to:

Qwest
Type 1 Forecast Manger
700 W Mineral Ave., MTD28.28
Littleton, CO 80120

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

-- THIS IS NOT AN ORDER FORM --
THIS IS A TWO YEAR FORECAST

DATE PREPARED: _____(update required quarterly)

Paging Provider's Point of Connection (POC) (one form required per POC)
_____ New POC
_____Existing POC

For Internal Use Only

Paging Provider: _____ACNA: _____

POC Address:_____

City, State, Zip: _____

Switch CLLI Code (associated with NXX):_____

POC CLLI Code (if assigned) : _____

Technical Contact Name: _____

Technical Contact Phone Number: _____

Billing Contact Name: _____

Billing Contact Phone Number: _____

List ALL PAGING DID Numbers associated with this POC:

_____

_____

Paging Provider's Equipment Requirements (check appropriate line(s))
_____ Digital _____ Analog_____ 2-wire_ 4-wire
Trunk Pulsing: _____Multifrequency (MF) _____Dial Pulse (DP)
____ Dual Tone Multifrequency (DTMF)

Start Signaling: _____Wink _____Immediate (IMM) _____Delayed Start
Outpulsing (4-10 digits) _____

Network Channel Interface - **Analog**
____ Reverse Battery - 600 ohms
____ Reverse Battery - 900 ohms
____ Loop Start
____ E & M Signaling - Type I
____ E & M Signaling - Type II

Network Channel Interface - **Digital:**
____ DS3
____ DS1 AMI + SF
____ DS1 AMI + ANSI ESF
____ DS1 AMI + non-ANSI ESF
____ DS1 B8ZS + SF
____ DS1 B8ZS + ANSI ESF
____ DS1 B8ZS + non-ANSI ESF

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

	Year 1	Year 2
Busy Season: _____		
Average Busy Hour Minutes of Use	_____	_____
Average Busy Hour Number of Messages	_____	_____
For Internal Use Only:	_____	_____

Prepared by:_____ Date:_____

Title:_____ Telephone Number:_____

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

Mail completed form to:

Qwest
Type 1 Forecast Manger
700 W Mineral Ave., MTD28.28
Littleton, CO 80120

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

-- THIS IS NOT AN ORDER FORM --
THIS IS A TWO YEAR FORECAST

DATE PREPARED: _____(update required quarterly)

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

_____ **New POC**
_____ **Existing POC**

For Internal Use Only

Paging Provider: _____ACNA: _____

POC Address:_____

City, State, Zip: _____

Switch CLLI Code (associated with NXX):_____

POC CLLI Code (if assigned) : _____

Technical Contact Name: _____

Technical Contact Phone Number: _____

Billing Contact Name: _____

Billing Contact Phone Number: _____

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

_____

_____

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

Trunk Pulsing

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

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

_____ DS3

_____ DS1 AMI + SF
_____ DS1 AMI + ANSI ESF
_____ DS1 AMI + non-ANSI ESF
_____ DS1 B8ZS + SF
_____ DS1 B8ZS + ANSI ESF
_____ DS1 B8ZS + non-ANSI ESF

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

Usage Forecast - EAS Traffic

	Year 1	Year 2
Busy Season: _____		
Average Busy Hour Minutes of Use	_____	_____
Average Busy Hour Number of Messages	_____	_____

For Internal Use Only:		
Equivalent Trunks:	**Year 1**	**Year 2**
	_____	_____

Usage Forecast - Toll Traffic

	Year 1	Year 2
Busy Season: _____		
Average Busy Hour Minutes of Use	_____	_____
Average Busy Hour Number of Messages	_____	_____

For Internal Use Only:

Prepared by:_____ Date:_____

Title:_____ Telephone Number:_____

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

Mail completed form to:

Qwest
Type 2 Forecast Manager
700 W Mineral Ave., MTD28.28
Littleton, CO 80120

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

-- THIS IS NOT AN ORDER FORM --
THIS IS A TWO YEAR FORECAST

DATE PREPARED: _____(update required quarterly)

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

_____ **New POC**
_____ **Existing POC**

For Internal Use Only

Paging Provider: _____ACNA: _____

POC Address:_____

City, State, Zip: _____

Switch CLLI Code (associated with NXX):_____

POC CLLI Code (if assigned) : _____

Technical Contact Name: _____

Technical Contact Phone Number: _____

Billing Contact Name: _____

Billing Contact Phone Number: _____

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

_____

_____

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

Trunk Pulsing

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

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

_____ DS3

_____ DS1 AMI + SF
_____ DS1 AMI + ANSI ESF
_____ DS1 AMI + non-ANSI ESF
_____ DS1 B8ZS + SF
_____ DS1 B8ZS + ANSI ESF
_____ DS1 B8ZS + non-ANSI ESF

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

Usage Forecast - EAS Traffic

	Year 1	Year 2
Busy Season: _____		
Average Busy Hour Minutes of Use	_____	_____
Average Busy Hour Number of Messages	_____	_____

For Internal Use Only:		
Equivalent Trunks:	**Year 1**	**Year 2**
	_____	_____

Usage Forecast - Toll Traffic

	Year 1	Year 2
Busy Season: _____		
Average Busy Hour Minutes of Use	_____	_____
Average Busy Hour Number of Messages	_____	_____

For Internal Use Only:

Prepared by:_____ Date:_____

Title:_____ Telephone Number:_____

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

Mail completed form to:

Qwest
Type 2 Forecast Manager
700 W Mineral Ave., MTD28.28
Littleton, CO 80120

APPENDIX C
SAMPLE INVOICE

[Paging Provider]_____**Invoice Date:** _____
[Street Address]_____**Invoice Number:**_____
[City, State, Zip Code]_____**Bill Due Date:**_____
[Phone Number]_____

REIMBURSEMENT FOR TERMINATING TYPE 2 QWEST ORIGINATED TRAFFIC

State:_____ **Billing Period:** _____

A. Trunk Group	B. Circuit ID Description	C. Number of Type 2 Trunks	D. MOU Per Trunk	E. Rate Per Type 2 Trunk	F. Compensable Traffic Factor	G. Reimbursement Due Type 2 (C*D*E*F*)	H. Applicable Taxes	I. Total Reimburse-ment (G+H)
[insert number]	[insert circuit ID]	[quantity]	6000	[insert rate]	[insert factor]			
Total Charge								

Paging Type 1 Exhibit A
Arizona

Select the appropriate type of contract below. For cost docket changes, leave blank:			EAS / Local Traffic Reciprocal Compensation Election					
New			Bill & Keep			Notes		
	USOC	Recurring	Recurring per Mile	Non-recurring	REC	REC per Mile	NRC
4.5 Paging Traffic							
4.5.1 Entrance Facility & Trunking Charges							
4.5.1.1 Analog							
4.5.1.1.1 2-Wire Analog Channels, 1-Way In (Land to Mobile)	MTZ1X	$0.00		$0.00	*		*
4.5.1.1.2 4-Wire Analog Channels, 1-Way In (Land to Mobile)	MTJ1X	$0.00		$0.00	*		*
4.5.1.2 Digital							
4.5.1.2.1 4-Wire Digital Channels, 1-Way In (Land to Mobile)	M4W1X			$0.00			*
4.5.1.3 Entrance Facility							
4.5.1.3.1 DS1 Level	MF31X	$0.00		$0.00	*		*
4.5.1.3.2 DS3 Level	MF33X	$0.00		$0.00	*		*
4.5.2 Intentionally Left Blank							
4.5.3 Connectivity							
4.5.3.1 Analog, per Analog Channel	CK6AX	$0.00			*		
4.5.3.2 DS1 Level, per DS1 Facility	CK61X	$0.00			*		
4.5.3.3 DS1 Activated on a DS3 Facility, per DS1 Activated	CK61X	$0.00			*		
4.5.4 Channel Performance							
4.5.1 Loop Start	PM2GG	$0.00			*		
4.5.2 Ground Start	PM2HG	$0.00			*		
4.5.3 Loop with Reverse Battery	PM2JG	$0.00			*		
4.5.5 Dedicated Transport							
4.5.5.1 Recurring Charges							
4.5.5.1.1 DS0							
4.5.5.1.1.1 Over 0 to 8 Miles	JZ3TA XU2T1	$0.00	$0.00		*	*	
4.5.5.1.1.2 Over 8 to 25 Miles	JZ3TB XU2T2	$0.00	$0.00		*	*	
4.5.5.1.1.3 Over 25 to 50 Miles	JZ3TC XU2T3	$0.00	$0.00		*	*	
4.5.5.1.1.4 Over 50 Miles	JZ3TD XU2T4	$0.00	$0.00		*	*	
4.5.5.1.2 DS1						*	
4.5.5.1.2.1 Over 0 to 8 Miles	JZ3JA XUWJ1	$0.00	$0.00		*	*	
4.5.5.1.2.2 Over 8 to 25 Miles	JZ3JB XUWJ2	$0.00	$0.00		*	*	
4.5.5.1.2.3 Over 25 to 50 Miles	JZ3JC XUWJ3	$0.00	$0.00		*	*	
4.5.5.1.2.4 Over 50 Miles	JZ3JD XUWJ4	$0.00	$0.00		*	*	
4.5.6 Multiplexing							
4.5.6.1 DS1 to DS0	MXG1X	$0.00		$0.00	*		*
4.5.6.2 DS3 to DS1	MXG3X	$0.00		$0.00	*		*
4.5.7 Dial Outpulsing							
4.5.7.1 Per Each 1-Way In or 2-Way Channel (Land to Mobile)							
4.5.7.1.1 Analog 2-Wire	OUPAX			$0.00			*
4.5.7.1.2 Analog 4-Wire	OUPDX			$0.00			*
4.5.7.1.3 Digital	OUPDX			$0.00			*
4.5.8 Operational Support Systems							
4.5.8.1 Development and Enhancements, per Order				$0.00			*

Paging Type 1 Exhibit A
Arizona

	USOC	Recurring	Recurring per Mile	Non-recurring	REC	REC per Mile	NRC
4.5.8.2 Ongoing Maintenance, per Order				$0.00			*
4.5.8.3 Daily Usage Record File, per Record		$0.00			*		
4.5.9 Bona Fide Request (BFR) Process							
4.5.9.1 Processing Fee				$2,367.93			A

NOTES:

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

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

- Type 1 land to pager traffic will be exchanged on a bill and keep basis between the Parties.

Paging Type 2 Exhibit A
Arizona

Select the appropriate type of contract below. For cost docket changes, leave blank:		EAS / Local Traffic Reciprocal Compensation Election			
New		Reciprocal			Notes
	USOC	Recurring	Recurring per Mile	Non-recurring	REC / REC per Mile / NRC
4.5 Paging Traffic					
4.5.1 Entrance Facility and Trunking Charges					
4.5.1.1 2-Wire Analog, Trunk-Side Termination					
4.5.1.1.1 2A 1-Way-In Paging	P231X	$2.32		$88.62	* * *
4.5.1.2 4-Wire Analog, Trunk-Side Termination					
4.5.1.2.1 2A 1-Way-In Paging	M4L1X	$10.34		$88.62	* * *
4.5.1.3 4-Wire Digital , Trunk-Side Termination					
4.5.1.3.1 2A 1-Way-In (Paging)					
4.5.1.3.1.1 Initial	P4Y1X			$9.90	
4.5.1.3.1.2 Subsequent	PG21X			$9.90	
4.5.1.3.2 2B 1-Way-In (Paging)					
4.5.1.3.2.1 Initial	MZW1X			$9.00	*
4.5.1.3.2.2 Subsequent	M6Y1X			$9.00	*
4.5.1.4 Entrance Facility					
4.5.1.4.1 DS1	MF31X	$18.87		$54.20	* * *
4.5.1.4.2 DS3	MF33X	$75.36		$54.20	* * *
4.5.2 Intentionally Left Blank					
4.5.3 Intentionally Left Blank					
4.5.4 Intentionally Left Blank					
4.5.5 Dedicated Transport					
4.5.5.1 Recurring Charges					
4.5.5.1.1 DS0					
4.5.5.1.1.1 Over 0 to 8 Miles	JZ3TA XU2T1	$11.03	$0.00		* *
4.5.5.1.1.2 Over 8 to 25 Miles	JZ3TB XU2T2	$11.03	$0.00		* *
4.5.5.1.1.3 Over 25 to 50 Miles	JZ3TC XU2T3	$11.03	$0.00		* *
4.5.5.1.1.4 Over 50 Miles	JZ3TD XU2T4	$11.03	$0.00		* *
4.5.5.1.2 DS1					
4.5.5.1.2.1 Over 0 to 8 Miles	JZ3JA XUWJ1	$7.59	$0.14		* *
4.5.5.1.2.2 Over 8 to 25 Miles	JZ3JB XUWJ2	$7.59	$0.20		* *
4.5.5.1.2.3 Over 25 to 50 Miles	JZ3JC XUWJ3	$7.60	$0.37		* *
4.5.5.1.2.4 Over 50 Miles	JZ3JD XUWJ4	$7.60	$0.34		* *
4.5.5.1.3 DS3					
4.5.5.1.3.1 Over 0 to 8 Miles	JZ3KA XUWK1	$51.31	$2.81		* *
4.5.5.1.3.2 Over 8 to 25 Miles	JZ3KB XUWK2	$51.94	$3.35		* *
4.5.5.1.3.3 Over 25 to 50 Miles	JZ3KC XUWK3	$52.89	$4.83		* *
4.5.5.1.3.4 Over 50 Miles	JZ3KD XUWK4	$52.59	$4.75		* *
4.5.5.2 Intentionally Left Blank					
4.5.5.3 Trunk Routing Rearrangement					
4.5.5.3.1 2A Direct Final to Alternate Final	NRB2F			$15.64	*
4.5.5.3.2 2A Alternate 2-Wire	NRB2H			$15.64	*
4.5.6 Multiplexing					
4.5.6.1 DS1 to DS0	MXG1X	$42.22		$56.68	* *

Paging Type 2 Exhibit A
Arizona

	USOC	Recurring	Recurring per Mile	Non-recurring	REC	REC per Mile	NRC
4.5.6.2 DS3 to DS1	MXG3X	$48.12		$55.68	*		*
4.5.7 Intentionally Left Blank							
4.5.8 Operational Support Systems							
4.5.8.1 Development and Enhancements, per Order				Under Development			
4.5.8.2 Ongoing Maintenance, per Order				Under Development			
4.5.8.3 Daily Usage Record File, per Record		No Charge at this time			5, 12		
4.5.9 Bona Fide Request (BFR) Process							
4.5.9.1 Processing Fee				$2,367.93			A

NOTES:

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

A: Cost Docket T-00000A-00-0194

* Rates are a result of applying a Arizona Transit Factor of 21.10%

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

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