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BEFORE THE ARIZONA CORPORATION COMMISSION

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Arizona Corporation Commission
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In the matter of the petition by Autotel for arbitration of an interconnection agreement with Frontier Communications Corporation Operating Companies Of Arizona pursuant to Section 252(b) of the Telecommunications Act	Docket No. T-03214A-10-0051

PETITION FOR ARBITRATION

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

1. Autotel seeks to provide Commercial Mobile Radio Service in competition with Frontier within the State of Arizona. Autotel's address and telephone number are as follows:

Autotel
P.O. Box 1618
Bend, Oregon 97709
(541) 389-5286 Voice
(541) 389-9856 Fax
oberdorfer@earthlink.net E-mail

2. Autotel's request for negotiation was received by Frontier on February 9, 2010. The 135th day is June 24, 2010. The 160th day is July 19, 2010. The end of the 9 month period to complete the arbitration falls on November 9, 2010. The 120 day deadline for the ACC to determine if Frontier's Operating Companies are rural telephone companies and if so terminate the exemption fell on June 9, 2010.

3. This petition seeks the approval of the attached interconnection agreement in accordance with 47 USC 252. No open issue related to the interconnection agreement was raised by Frontier during the negotiation period. Autotel contends its proposed interconnection agreement meets the requirements of section 251 and the regulations. Frontier contends it does not have to negotiate an interconnection agreement in accordance with 251(c).

4. Autotel requests the terms and conditions in the agreement be implemented upon approval of the agreement by the Commission.

Respectfully Submitted, this 29th day of June, 2010,

Richard L. Oberdorfer
Autotel

I certify that on June 29, 2010, I sent "AUTOTEL'S PETITION FOR ARBITRATION" by Federal Express next day delivery to the following:

Docket Control
Arizona Corporation Commission
1200 W. Washington
Phoenix, AZ 85007

Jenny Smith
Citizens Communications
9260 East Stockton Blvd.
Elk Grove, CA 95624

I further certify that on June 29, 2010, I also served the above-referenced documents upon all parties of record in this proceeding by mailing a copy properly addressed with first class postage prepaid to the following parties:

Janice Alward
1200 W. Washington
Phoenix, AZ 85007

Curt Huttsell
P.O. Box 708970
Sandy, UT 84070

Steve Olea
1200 W. Washington
Phoenix, AZ 85007

Lyn Farmer
1200 W. Washington
Phoenix, AZ 85007

Commercial Mobile Radio Services (CMRS)
INTERCONNECTION
AGREEMENT
ARIZONA

Autotel

and

Citizens Utilities Rural Company, Inc., Citizens Telecommunications Company of the White Mountains, Inc., Navajo Communications Company, Inc., and Frontier Communications of the Southwest

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EXHIBIT A- PRICE LIST

INTERCONNECTION AGREEMENT

This Interconnection Agreement (the "Agreement"), is entered into by and between Autotel, a Nevada Corporation, and Citizens Utilities Rural Company, Inc., a _____ Corporation, Citizens Telecommunications Company of the White Mountains, Inc., a _____ Corporation, Navajo Communications Company, Inc., a _____ Corporation and Frontier Communications of the Southwest Frontier Corporation, a _____ Corporation, (Frontier) hereinafter collectively, "the Parties," and individually as a "Party,".

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

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

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

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

PART A - DEFINITIONS

1. Defined terms

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

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

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

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

1.4.1. Directory Assistance;

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

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

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

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

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

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

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

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

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

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

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

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

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

1.15. "FCC" means the Federal Communications Commission.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PART B - GENERAL TERMS AND CONDITIONS

1. Scope of this Agreement

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

2. Regulatory Approvals

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

2.2. The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the text of the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date ("Applicable Rules"). In the event of any amendment to the Act, any effective legislative action or any effective regulatory or judicial order, rule, or regulation which revises, modifies or reverses the Applicable Rules (individually and collectively, "Amended Rules"), either Party may, by providing written notice to the other Party, require that the affected provisions of this Agreement be renegotiated in good faith within sixty (60) days and this Agreement shall be amended accordingly to reflect the pricing, terms and conditions of each such Amended Rules relating to any of the provisions in this Agreement.

2.3. Section 2.2 shall control notwithstanding any other provision of this Agreement to the contrary. Any rates, terms or conditions thus developed or modified shall be substituted in place of those previously in effect and shall be deemed to have been effective under this Agreement as of the effective

date established by the Amended Rules. Should the Parties be unable to reach agreement with respect to the applicability of such order or the resulting appropriate modifications to this Agreement within sixty (60) days, either Party may present any such issues to the Commission or the FCC to establish appropriate Interconnection arrangements under the Act in light of the Amended Rules, it being the intent of the Parties that this Agreement shall be brought into conformity with the then current obligations under the Act as determined by the Amended Rules.

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

3. Term of Agreement

3.1. This agreement shall become effective as of the effective date of Commission approval of this Interconnection Agreement and shall remain in effect for a period of five (5) years, and thereafter this agreement shall continue in full force and effect unless and until a new agreement, addressing all of the terms of this agreement, becomes effective between the Parties.

4. Reserved

5. Audits and Examinations

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

5.2. Upon thirty (30) days written notice by the Requesting Party to the other "Audited Party," Requesting Party shall have the right through its authorized representative to make an Audit, during normal business hours, of any records, accounts and processes which contain information bearing upon the provision of the services provided and performance standards agreed to under this Agreement. Within the above-described thirty (30) day period, the Parties shall reasonably agree upon the scope of the Audit, the documents and processes to be reviewed, and the time, place and manner in which the

Audit shall be performed. Audited Party agrees to provide Audit support, including appropriate access to and use of Audited Party's facilities (e.g., conference rooms, telephones, copying machines).

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

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

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

5.6 Adjustments, credits or payments shall be made and any corrective action shall commence within thirty (30) days from Requesting Party's receipt of the final audit report to compensate for any errors or omissions which are disclosed by such Audit and are agreed to by the Parties. One and one-half percent (1.5%) shall be assessed and shall be computed by compounding monthly from the time of the error or omission to the day of payment or credit.

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

6. Intellectual Property Rights

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

each Party, at no separate or additional cost to the other Party, to obtain any necessary licenses for the use of the intellectual property of third parties used in a Party's own network.

7. Limitation of liability

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

8. Indemnification

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

8.2 The Indemnified Party will notify the Indemnifying Party promptly in writing of any written claim, lawsuit or demand by third parties for which the Indemnified Party alleges that the Indemnifying Party is responsible under this Section 8 and tender the defense of such claim, lawsuit or demand to the Indemnifying Party. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such claim.

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

may raise and direct such defenses, which shall be at the expense of the Indemnifying Party.

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

9. Confidentiality and Publicity

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

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

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

9.4. Unless otherwise agreed in writing, neither Party shall publish or use the other Party's logo, trademark, service mark, name, language, pictures, or

performance of this Agreement in accordance with its terms and Frontier shall be solely responsible for payments due to its subcontractors.

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

12. Governing Law

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

13. Relationship of Parties

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

14. No Third Party Beneficiaries

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

15. Notices

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

Autotel. PO Box 1618 Bend, Oregon 97709	Frontier

15.2. If personal delivery is selected to give notice, a receipt of such delivery shall be obtained. The address to which notices or communications may be given

to either Party may be changed by written notice given by such Party to the other pursuant to this Section 15.

16. Waivers

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

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

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

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

17. Survival

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

18. Force Majeure

18.1. Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, strikes, work stoppage affecting a supplier or unusually severe weather. No delay or other failure to perform shall be excused pursuant to this Section 18 unless delay or failure and consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform. Subject to Section 3 hereof, in the event of any such excused delay in the performance of a Party's obligation(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay. In the event of such delay, the delayed Party shall perform its obligations at a performance level no less than that which it uses for its own operations. In the event of such

performance delay or failure by Frontier, Frontier agrees to resume performance in a nondiscriminatory manner and not favor its own provision of Telecommunications Services above that of Autotel.

19. Dispute Resolution Procedures

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

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

19.3. If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide billing dispute between the Parties, the Party billed (the "Non-Paying Party") shall within sixty (60) days of its receipt of the invoice containing such disputed amount give written notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party shall pay when due all undisputed amounts to the Billing Party. The balance of the Disputed Amount shall thereafter be paid with appropriate late charges, if appropriate, upon final determination of such dispute.

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

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

20. Cooperation on Fraud

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

21. Taxes

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

22. Amendments and Modifications

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

23. Severability

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

24. Headings Not Controlling

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

25. Entire Agreement

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

26. Counterparts

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

27. Successors and Assigns

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

28. Implementation

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

PART C - INTERCONNECTION AND RECIPROCAL COMPENSATION

1. Interconnection

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

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

1.3. Interconnection Facilities

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

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

1.3.3. For construction of new microwave mid-span meet facilities for Interconnection, each Party shall be responsible for constructing the facilities at the point of access to the Party's network.

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

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

1.4. Frontier shall interconnect to Autotel with the following types of Interconnection:

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

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

signaling.

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

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

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

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

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

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

1.11. Establishing a Rate Center

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

1.11.1.1. it is a Frontier exchange;

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

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

1.11.2. For Tandem Interconnection, until such time as the assignment of less than whole NPA/NXX codes to each rate center is technically and economically feasible for a Party, and that Party implements a program for the assignment of less than whole NPA/NXX codes, such Party shall assign whole NPA/NXX codes to each Rate Center.

1.11.3. Western will also designate a Rating Point and Routing Point for each NPA/NXX code assigned for Autotel's use. Autotel shall designate one (1) location for each Rate Center area as the Routing Point for the NPA/NXXs assigned for Autotel's use associated with that area, and such Routing Point shall be within the same LATA as the Rate Center area but not necessarily within the Rate Center area itself. Rate center areas may be different for each Party, as appropriate. The Routing Point associated with each NPA/NXX assigned for Autotel's use need not be the same as the corresponding

Rate Center point, nor must it be located within the corresponding Rate Center area, nor must there be a unique and separate Routing Point corresponding to each unique and separate Rate Center. Notwithstanding the above, the Routing Point may be in a different LATA than the Rating Point in circumstances where a Routing Point is located in the same Tandem Switch serving territory as the Rating Point.

2. Exchange of Traffic

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

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

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

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

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

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

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

2.9. Frontier shall promptly furnish to Autotel at Autotel's request, the specific network information concerning Frontier's network that Autotel requires to determine the most efficient points of access and equipment to use.

3. Types of Traffic and Services

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

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

4. Compensation

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

4.2. Non-Local Traffic.

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

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

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

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

4.3.1. Reciprocal Compensation for Local Traffic

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

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

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

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

4.7. Interconnection Facilities

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

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

5. Billing and Payment

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

5.2. Subject to the terms of this Agreement, the Parties shall pay bills/invoices within thirty (30) days from the bill/invoice date if not late charges as described in Section 5.4 shall apply. If the delivery date of the bill/invoice is more than five (5) business days from the bill/invoice date, the receiving Party shall make payment within thirty (30) days from receipt of the bill/invoice or within forty five (45) says from the bill/invoice date. If the payment due date is a Saturday, Sunday or a designated bank holiday, payment shall be made the next Business Day.

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

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

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

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

To Autotel: Autotel
PO Box 1618
Bend, OR 97709

To Frontier:

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

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

5.10. Exchange of Records

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

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

6. INDIRECT AND TRANSIT SERVICES

6.1 Indirect Traffic

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

to obtain the originating billing information from that carrier.

6.2. Transit Services

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

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

PART D - NETWORK MAINTENANCE AND MANAGEMENT

1. General Requirements

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

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

1.3. Frontier will process Autotel maintenance requests at Parity.

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

1.5. Notice of Network Change. In accordance with Part B, Section 1.4 of this Agreement, the Parties agree to provide each other reasonable notice of network changes. This includes the information necessary for the transmission and routing of services using each other's facilities or networks,

as well as other changes that would affect the interoperability of those facilities and networks. At a minimum, Frontier shall comply with all applicable FCC and Commission notification requirements. Correct LERG data is considered part of this requirement.

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

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

2. Restoration of Service in the Event of Outages

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

3. Service Projections

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

4. Quality of Service

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

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

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

PART E - ACCESS TO TELEPHONE NUMBERS

1. General Requirements

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

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

Autotel	**Frontier Communications Corporation**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____