

Exhibit "A" to Arbitration Response

INTERCONNECTION AGREEMENT

This Interconnection Agreement (the "Agreement") is entered into by and between _____ ("Telco") and WWC Holding Co., Inc. ("Western Wireless") ~~in its capacity as a authorized provider of two-way commercial mobile radio service ("CMRS")~~ (Telco and Western Wireless being referred to collectively as the "Parties" and individually as a "Party") and is effective as of UNRESOLVED - Effective date of Agreement See Response to Arbitration Petition Issue 1.

Issue	Western Wireless Position	Telco Position
Effective Date	The agreement should be effective upon approval by the State Commission.	The agreement should be deemed effective either on the date that Western Wireless began terminating traffic in the Utah Rural ILECs service territory or on the date that a request for interconnection was made by Western Wireless. [For South Central - This Agreement should be effective upon approval by the Commission]

ARTICLE I
SCOPE AND INTENT OF AGREEMENT

Pursuant to this Agreement, each Party will extend certain arrangements to the other Party within the State of Utah for purposes of interconnection, compensation arrangements and the exchange of traffic between their respective end user customers. This Agreement will be submitted to the Utah Public Service Commission ("Utah PSC") for approval. The Parties agree that their entrance into this Agreement is without prejudice to any positions they may have taken previously, or may take in the future, in any legislative, regulatory, judicial or other public forum addressing any matters, including matters related to the same types of arrangements covered in this Agreement. This Agreement does not obligate either Party to provide arrangements not specifically provided for herein.

ARTICLE II
DEFINITIONS

1. General Definitions. Except as otherwise specified herein, the following definitions shall apply to all Articles contained in this Agreement. Additional definitions that are specific to the matters covered in a particular Article may appear in that Article.
 - A. An "Affiliate" of a Party means a person, corporation or other legal entity that, directly or indirectly, owns or controls a Party, or is owned or controlled by, or is under common ownership or control with a Party. For purposes of this definition, the term "own" means to have a majority ownership interest in, or have voting control of a majority of the ownership interests in, such corporation or other legal entity.
 - B. "Automatic Number Identification" or "ANI" means a signaling parameter which refers to the number transmitted through the network identifying the calling party.
 - C. "Business Day" means Monday through Friday, except for holidays on which Utah State government offices are closed.
 - D. "Commercial Mobile Radio Services" or "CMRS" has the same meaning as that term is defined in 47 C.F.R. §20.3 of the Rules and Regulations of the Federal Communications Commission in effect at the time of this Agreement.
 - E. "Commission" or "Utah PSC" shall mean the Utah Public Service Commission.
 - F. "CLLI Codes" means Common Language Location Identifier Codes.
 - G. "DS-0" is a facility that provides one channel of communications service, out of a possible of 24, on a T-1 facility.
 - H. "DS-1" is a facility that provides a service that has a digital signal rate of 1.544 Mbps.
 - I. "DS-3" is a facility that provides a service that has a digital signal rate of 44.736 Mbps.

- J. “FCC” means the Federal Communications Commission.
- K. “Interconnection,” when used in this Agreement, means the physical connection, either directly or indirectly, of two networks for the interchange of traffic between the Parties.
- L. “IXC” or “Interexchange Carrier” means a telecommunications carrier that provides toll telephone service, as the latter term is defined in the Act.
- M. “Landline Local Service” means local exchange or exchange access service in which the connection between an end user’s premises and the first switch through which an originating call traverses is provided by means of copper wires or another tangible transmission medium, as opposed to service using radio waves to provide that connection. **[UNRESOLVED. Western Wireless would delete this provision. ILECs believe it should stay]**
- N. “LEC” or “Local Exchange Carrier” has the same meaning as that term is used in 47 U.S.C. §153(26).
- O. “Local Exchange Routing Guide” or “LERG” means the Bellcore reference customarily used to identify NPA-NXX routing and homing information
- P. “Local Loop” means a transmission facility between a distribution frame (or its equivalent) in Telco’s central office and an end user customer premises. [Western Wireless would delete. ILECS believe it should stay in]
- Q “Local Traffic” means traffic exchanged between the CMRS Provider and a LEC that, at the beginning of the call, originates and terminates within the same MTA. ILECs assert that “Local Traffic” for purposes of this Agreement is defined as follows: Telco’s certificated local exchange territory, including its Extended Area Service boundaries. **[UNRESOLVED - See Response to Arbitration Petition Issue 4 and 5 - What is the definition of Local Traffic.**
- R. “Mobile Switching Center” or “MSC” means a CMRS Provider’s facilities and related equipment used to route, transport and switch commercial mobile radio service traffic to and from and among its end Users and other telecommunications carriers.
- S. “NANP” means the “North American Numbering Plan”, the system of telephone numbering employed in the United States, Canada, and the Caribbean countries that employ area codes.
- T. “Non-Local Traffic” for purposes of this Agreement is defined as follows: Any traffic that originates and terminates in two different Major Trading Areas (“MTA”), as defined by the FCC’s rules. **[UNRESOLVED - See Response to Arbitration Petition Issue 4 and 5.]**
- U. “Number Plan Area” or “NPA” is also sometimes referred to as an area code. This is the three digit indicator which is defined by the “A”, “B”, and “C” digits of each 10-digit telephone number within the NANP. Each NP contains 800 possible NXX Codes. There are two general categories of NP, “Geographic NPAs” and “Non-Geographic NPAs”. A Geographic NPA is associated with a defined geographic area, and all telephone numbers bearing such NP are associated with services provided within that geographic area. A Non-Geographic NP, also known as a “Service Access Code” or “SAC Code” is typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas. 800, 900, 700, and 888 are examples of Non-Geographic NPAs.
- V. “NXX”, “NXX Code”, and “Central Office Code” or “CO Code” is the three digit switch entity indicator which is defined by the “D”, “E”, and “F” digits of a 10-digit telephone number within the NANP. Each NXX Code contains approximately 10,000 station numbers.
- W. “POI” means Point of Interconnection
- X. “Subsidiary” of a Party means a corporation or other legal entity that is majority owned by such Party.
- Y. “Tandem” means **A switching system that provides a concentration and distribution function for originating or terminating traffic between end offices, other tandems and Third Party Providers’.** **[Unresolved definition - See Response to Arbitration Petition Issue 10.]**
- Z. “Termination” means the switching of traffic at the terminating carrier’s end office switch or equivalent facility, and

delivery of such traffic to the called party's premises.

2. Other definitions. Any terms used in this agreement that are not specifically defined herein shall have the definitions assigned to them (if any) in the Communications Act of 1934, as amended. Any terms used in this Agreement that are not defined herein or in the Communications Act of 1934, as amended, shall be interpreted in light of their ordinary meaning and usage, including any special or technical meaning or usage which such terms may have within the telecommunications industry.

ARTICLE III GENERAL PROVISIONS

Except as may otherwise be set forth in a particular Article or Appendix of this Agreement, in which case the provisions of such Article or Appendix shall take precedence, these General Provisions apply to all Articles and Appendices of this Agreement.

1. Amendments. Any amendment, modification, or supplement to this Agreement must be in writing and signed by an authorized representative of each Party. The term "this Agreement" shall include future amendments, modifications, and supplements.
2. Assignments. Any assignment by either Party of any right, obligation, or duty, in whole or in part, or of any interest, without the written consent of the other Party shall be void, except that either Party may assign all of its rights, and delegate its obligations, liabilities and duties under this Agreement, either in whole or in part, to any entity that is, or that was immediately preceding such assignment, a Subsidiary or Affiliate of that Party without consent, but with written notification. The effectiveness of an assignment shall be conditioned upon the assignee's written assumption of the rights, obligations, and duties of the assigning Party.
3. Audits. Either Party may conduct an audit of the other Party's books and records, no more frequently than once per 6 month period, to verify the other Party's compliance with the billing, compensation, traffic exchange and termination and facilities provisions of this Agreement, including but not limited to requesting traffic survey audits. Any audit shall be performed (a) following at least 60 days prior written notice to the audited Party; (b) subject to the reasonable scheduling requirements and limitations of the audited Party; (c) at the auditing Party's sole cost and expense; (d) limited to the usage reports or billing data rendered to the customer; (e) in a manner so as not to interfere with the audited Party's business operations; and (f) in compliance with the audited Party's security rules. Audit findings may be applied retroactively for no more than 12 months from the date the audit began, such date being the earlier of the date of an audit opening meeting or the date on which the first request for information is received by the audited Party.
4. Authority. Each person whose signatures appears on this Agreement represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement.
5. Authorization.
 - 5.1 By Telco. Telco is a Utah corporation duly organized, validly existing and in good standing and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to any necessary regulatory approval.
 - 5.2 By Western Wireless. Western Wireless is a company duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to any necessary regulatory approval.
6. Billing and Payment.
 - 7 Billing. Charges provided for in Appendix A shall be billed monthly. Parties agree to pay all charges specified in Appendix A within thirty (30) calendar days of the bill date as printed on the face of the bill. Parties shall not bill for services provided pursuant to this Agreement more than twelve (12) months prior to the date of the bill unless written notification of a billing problem with respect to such services has been provided. In those circumstances, back billing shall be limited to twelve (12) months prior to the date Parties were notified in writing of the billing problem.
 - 7.1 Traffic Factor. If reciprocal compensation is not established on a bill and keep basis, then until such time as Western Wireless implements direct billing for reciprocal compensation, the monthly minutes of use terminated into Western Wireless' network from the Telco for purposes of this Agreement, which will

determine the reciprocal compensation credit due Western Wireless, will be calculated by dividing the total monthly local minutes of use of Western Wireless delivered from Western Wireless' network for termination into Telco's network by a factor of _____ and then multiplying the resulting total by _____, which will determine the minutes of use terminated onto Western Wireless' network. The minutes of use shall then be multiplied by the local transport and termination rate to determine the monthly reciprocal compensation credit. The reciprocal compensation credit for the local transport and termination will appear on the monthly bill as a credit against amounts due and payable from Western Wireless to Telco. The reciprocal compensation credit will continue to be used by Telco until such time as Western Wireless has the capability to accurately record and bill monthly minutes of use terminated into Western Wireless' network from Telco. **The parties may perform traffic studies to measure this traffic. UNRESOLVED The language of this paragraph is not agreed to. Telco proposes the language in the box be utilized and that the split of traffic factor shall be 80/20 where 80 percent of the traffic minutes are Western Wireless to Telco traffic and 20 percent of the traffic minutes are Telco to Western Wireless traffic. See Response to Arbitration Petition Issue 8.**

Issue	Western Wireless Position	Telco Position
Reciprocal Compensation Factors	It has not been established that the traffic exchanged between Western Wireless and Telco is not evenly balanced. If the traffic is not in balance, Western Wireless would agree to include the following language in the paragraph above: <div style="margin-left: 20px; color: red;">“a factor of .70 and then multiplying the resulting total by .30”</div>	The split of traffic factor shall be 80/20 where 80 percent of the traffic minutes are Western Wireless to Telco traffic and 20 percent of the traffic minutes are Telco to Western Wireless traffic.

7.2 Charges for Prior Services. Western Wireless agrees to pay the costs incurred by Telco for the termination of traffic in the Telco local exchange territory which has occurred since the request for interconnection was made or in the ____ months prior to the effective date of this Agreement based on average traffic patterns. [UNRESOLVED: Western Wireless would delete this section. Payment for termination of past traffic - depends on effective date of Agreement - Also Telco asserts that Western Wireless shall pay for termination of traffic terminated pursuant to assumed agreements with Qwest in exchanges purchased by Telcos. See Response to Arbitration Petition Issue 1.]

7.3 Dispute. If either Party disputes a billing statement, that Party shall notify the other Party in writing regarding the nature and the basis of the dispute within sixty (60) days of the statement date or the dispute shall be waived. Telco and Western Wireless shall diligently work toward resolution of all billing issues. In any event the disputed amount shall be paid (or credit applied) in accordance with this Section pending resolution of such dispute.

7.4 Late Payment Charges. If any undisputed amount due on the billing statement is not received on the payment due date, Telco may charge, and Western Wireless agrees to pay, a one-time penalty not to exceed 5% on the delinquent balance plus interest on the outstanding balance at an interest rate of one and one-half (1 ½) percent per month. In the case of a disputed amount, if the dispute is resolved such that payment is required, the Non-paying Party shall pay the disputed amounts with interest at the greater of (i) one and one-half percent (1-1/2%) per month or (ii) the highest rate of interest that may be charged under Utah's applicable law. In addition, the Billing Party may cease terminating traffic for the Non-paying Party after undisputed amounts not paid become more than 90 days past due, provided the Billing Party gives an additional 30 days written notice and opportunity to cure the default.. Late payment charges shall be included on the next statement.

7.5 Upon termination or expiration of this Agreement in accordance with this Section:

- (a) Each Party shall comply immediately with its obligations as set forth above;
- (b) Each Party shall promptly pay all amounts (including any late payment charges) owed under this Agreement;
- (c) Each Party's indemnification obligations shall survive termination or expiration of this Agreement.

- (d) **Each Party agrees that the Agreement continues in effect until 30 days notification is given by one of the parties to the other to terminate the Agreement.** ~~If upon expiration or termination either Party requests the negotiation of a successor agreement, during the period of negotiation of the successor agreement each Party shall continue to perform its obligations and provide the services described herein until such time as the successor agreement becomes effective. If the Parties are unable to negotiate a successor agreement within the statutory time frame set for negotiations under the Act, then either Party has the right to submit this matter to the Commission for resolution pursuant to the statutory rules for arbitration under the Act. The rates, term, and conditions applying during the interim period between the termination of this contract and the effective date of the successor contract shall be trued-up to be consistent with the rates, terms and conditions of the successor agreement.~~ **UNRESOLVED. Telco position is redlined. WWC position strike through. See Response to Arbitration Petition Issue 3.**

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

8. Binding Effect. This Agreement shall be binding on and inure to the benefit of the respective successors and permitted assigns of the Parties.

9. Compliance with Laws and Regulations. Each Party shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.

10. Confidential Information.

10.1 Identification. Either Party may disclose to the other proprietary or confidential customer, technical, or business information in written, graphic, oral or other tangible or intangible forms ("Confidential Information"). In order for information to be considered Confidential Information under this Agreement it must be marked "Confidential" or "proprietary," or bear a marking of similar import. Orally disclosed information shall be deemed Confidential Information only if contemporaneously identified as such and reduced to writing and delivered to the other Party with a statement or marking of confidentiality within twenty (20) calendar days after oral disclosure.

10.2 Handling. In order to protect such Confidential Information from improper disclosure, each Party agrees:

1. That all Confidential Information shall be and shall remain the exclusive property of the source;
2. To limit access to such Confidential Information to authorized employees who have a need to know the Confidential Information for performance of this Agreement;
3. To keep such Confidential Information confidential and to use the same level of care to prevent disclosure or unauthorized use of the received Confidential Information as it exercises in protecting its own Confidential Information of a similar nature;
4. Not to copy, publish, or disclose such Confidential Information to others or authorize anyone else to copy, publish, or disclose such Confidential Information to others without the prior written approval of the source;
5. To return promptly any copies of such Confidential Information to the source at its request; and
6. To use such Confidential Information only for purposes of fulfilling work or services performed hereunder and for other purposes only upon such terms as may be agreed upon between the Parties in writing.

10.3 Exceptions. These obligations shall not apply to any Confidential Information that was legally in the recipient's possession prior to receipt from the source, was received in good faith from a third party not subject to a confidential obligation to the source, was developed by the recipient without the developing persons having access to any of the Confidential Information received in confidence from the source, or that is required to be disclosed pursuant to the subpoena or other process issued by a court or administrative agency having

appropriate jurisdiction, provided, however, that the recipient shall give prior notice to the source and shall reasonably cooperate if the source deems it necessary to seek protective arrangements.

10.4 Return. In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party or destroy all Proprietary Information and other documents, work papers and other material (including all copies thereof) obtained from the other Party in connection with this Agreement and shall use all reasonable efforts, including instructing its employees and others who have had access to such information, to keep confidential and not to use any such information, unless such information is now, or is hereafter disclosed, through no act, omission or fault of such Party, in any manner making it available to the general public.

10.5 Survival. The obligation of confidentiality and use with respect to Confidential Information disclosed by one Party to the other shall survive any termination of this Agreement for a period of three (3) years from the date of the initial disclosure of the Confidential Information.

11. Consent. Where consent, approval, or mutual agreement is required of a Party, it shall not be unreasonably withheld or delayed.

12. Costs of Enforcement. In the event legal action is filed to enforce the obligations of either Party under this Agreement, the prevailing party, as determined by the court, shall be entitled to its costs and expenses (including reasonable attorneys' fees) incurred in connection with the enforcement of such obligations in addition to such other relief to which it may be entitled.

13. Entire Agreement. This Agreement and any Schedules, Appendices, tariffs and other documents or instruments referred to herein constitutes the entire agreement of the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, negotiations, proposals, and representations, whether written or oral, and all contemporaneous oral agreements, negotiations, proposals, and representations concerning such subject matter.. Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications. No representations, understandings, agreements, or warranties, expressed or implied, have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

14. Expenses. Except as specifically set out in this Agreement, each Party shall be solely responsible for its own expenses involved in all activities related to the subject of this Agreement.

15. Failure to Agree. If good faith negotiations conducted pursuant to Section ___ or ___ fail, either party may terminate the agreement on 30 days' notice without any liability.

16. 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, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor or acts or omissions of transportation carriers, or acts of the other Party that materially impair performance, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected (collectively, a "Force Majeure Event"). If any Force Majeure Event occurs, the Party delayed or unable to perform shall give immediate notice to the other Party and shall take all reasonable steps to correct the Force Majeure Event. During the pendency of the Force Majeure Event, the duties of the Parties under this Agreement affected by the Force Majeure Event shall be abated and shall resume without liability thereafter whenever such causes are removed or cease.

17. Governing Law. For all claims under this Agreement that are based upon issues within the primary jurisdiction of the FCC, the exclusive jurisdiction and remedy for all such claims shall be as provided for by the FCC and the Act. For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the Utah PSC, the exclusive jurisdiction for all such claims shall be with the Utah PSC, and the exclusive remedy for such claims shall be as provided for by the Utah PSC. In all other respects, this Agreement shall be governed by the domestic laws of the State of Utah without reference to conflict of law provisions.

18. Headings. The headings in this Agreement are inserted for convenience and identification only and shall not be considered in the interpretation of this Agreement.

19. Independent Contractor Relationship. Neither this Agreement, nor any actions taken by the Parties in compliance with this Agreement, shall be deemed to create an agency or joint venture relationship between the Parties, or any relationship other than that of purchaser and seller of services. The persons provided by each Party to perform the obligations under this Agreement shall be solely that Party's employees and shall be under the sole and exclusive direction and control of that Party. They shall not be considered employees of the other Party for any purpose. Each Party shall remain an independent contractor with respect to the other and shall be responsible for compliance with all laws, rules and regulations involving, but not limited, employment of labor, hours of labor, health and safety, working conditions and payment of wages. Each party shall also be responsible for payment of taxes, including federal, state and municipal taxes, chargeable or assessed with respect to its employees, such as Social Security, unemployment, workers' compensation disability insurance, and federal and state withholding. Each Party shall indemnify the other for any loss, damage, liability, claim, demand, or penalty that may be sustained by reason of its failure to comply with this provision.

20. 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. In the event of any ambiguities, no inferences shall be drawn against either Party.

21. Liability and Indemnity.

21.1 Indemnification. Each Party (the "Indemnifying Party") shall indemnify and hold harmless the other Party ("Indemnified Party") from and against loss, cost, claim liability, damage, and expense (including reasonable attorney's fees) to customers and other third parties for:

(1) damage to tangible personal property or for personal injury proximately caused by the negligence or willful misconduct of the Indemnifying Party, its employees, agents or contractors;

(2) claims for libel, slander, infringement of copyright arising from the material transmitted over the Indemnified Party's facilities arising from the Indemnifying Party's own communications or the communications of such Indemnifying Party's customers; and

(3) claims for infringement of patents arising from combining the Indemnified Party's facilities or services with, or the using of the Indemnified Party's services or facilities in connection with, facilities of the Indemnifying Party.

21.2 Notice of Claims. The Indemnified Party will notify the Indemnifying Party promptly in writing of any claims, lawsuits, or demands by customers or other third parties for which the Indemnified Party alleges that the Indemnifying Party is responsible under this Section, and, if requested by the Indemnifying Party, will tender the defense of such claim, lawsuit or demand.

(1) In the event the Indemnifying Party does not promptly assume or diligently pursue the defense of the tendered action, then the Indemnified Party may proceed to defend or settle said action and the Indemnifying Party shall hold harmless the Indemnified Party from any loss, cost liability, damage and expense.

(2) In the event the Indemnified Party elects to decline such indemnification, then the Party making such an election may, at its own expense, assume defense and settlement of the claim, lawsuit or demand.

(3) The Parties will cooperate in every reasonable manner with the defense or settlement of any claim, demand, or lawsuit.

21.3 End User and Content-Related Claims. Each Party also agrees to release, indemnify, defend, and hold harmless the other Party, its affiliates, and any third-party provider or operator of facilities involved in the provision of services or facilities under this from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, suffered, made, instituted, or asserted by the injured Party's end users against the other Party arising from the provision of services or facilities under this Agreement. The Parties further agree to release, indemnify, defend, and hold harmless the other from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability, whatsoever, including, but not limited to, costs and attorney's fees, suffered, made, instituted, or asserted by any third party against either Party arising from or in any way related to actual or alleged

defamation, libel, slander, interference with or misappropriation of proprietary or creative right, or any other injury to any person or property arising out of content transmitted by either Party or its end users, or any other act of omission by either Party or its end users.

21.4 DISCLAIMER. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, THE PARTIES MAKE NO REPRESENTATIONS OR WARRANTIES TO THE OTHER CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES OR FACILITIES PROVIDED UNDER THIS AGREEMENT. THE PARTIES DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

21.5 Limitation of Liability. Each Party's liability to the other, whether in tort or otherwise, shall be limited to direct damages, which shall not exceed the pro rata portion of the monthly charges for the services or facilities for the time period during which the services or facilities provided pursuant to this Agreement are inoperative, not to exceed in total monthly charge levied. Under no circumstance shall either Party be responsible or liable to the other Party for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data, even if the other Party has been advised of the possibility of such damages. In connection with this limitation of liability, the Parties recognize that either may, from time to time, provide advice, make recommendations, or supply other analysis related to the services or facilities described in this Agreement, and, while either shall use diligent efforts in this regard, the Parties acknowledge and agree that this limitation of liability shall apply to provision of such advice, recommendations, and analysis.

21.6 Intellectual Property. 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 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 or use of any facilities by either Party under this Agreement constitutes direct or contributory infringement, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any third party.

22. Material Changes in Law or Regulation. The terms and conditions of this Agreement shall be subject to any and all applicable laws, rules, regulations or guidelines that subsequently may be adopted by any federal, state or local governmental authority. Any modifications to this agreement occasioned by such changes shall be effected through good faith negotiations concerning modifications to this Agreement.

23. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.

24. No License. No license under patents, copyrights, or any other intellectual property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party, or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

25. No Offer. Submission of this Agreement for examination or signature does not constitute an offer by Telco for the provision or procurement of the products or services described herein.

26. Notices. Any notice to a Party required or permitted under this Agreement shall be in writing and shall be deemed to have been received on the date of service if served personally, on the date receipt is acknowledged in writing by the recipient if delivered by regular U.S. mail, or on the date stated on the receipt if delivered by certified or registered mail or by a courier service that obtains a written receipt. Notice may also be provided by facsimile, which shall be effective on the next Business Day following the date of transmission. Any notice shall be delivered using one of the alternatives mentioned in this section and shall be directed to the applicable address indicated below or such address as the Party to be notified has designated by giving notice in compliance with this section:

_____If to Telco:

If to Western Wireless:

Western Wireless Corp.
Regulatory Department
3650 13-1st Avenue SE, Suite 400
Bellevue, WA 98006
(425) 586-8700

A Party may change the name and/or address to which notice to that Party shall be sent, by means of a written notice provided to the other Party in accordance with the terms of this Section.

27. Protection.

27.1 Impairment of Service. The characteristics and methods of operation of any circuits, facilities or equipment by either Party connected with the services, facilities or equipment pursuant to this Agreement shall not 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, cause damage to their plant, violate any applicable law or regulation regarding the invasion of privacy of any communications carried over that Party's facilities or create hazards to its employees or to the public (each hereinafter referred to as an "Impairment of Service").

27.2 Resolution. If either Party causes an Impairment of Service, the injured Party shall promptly notify the other Party of the nature and location of the problem. **The injured Party** may at its option temporarily discontinue the use of the affected circuit, facility or equipment until the problem is rectified. The Parties agree to work together to attempt to promptly resolve the Impairment of Service and restore service if temporarily discontinued.

28. Publicity. Any news release, public announcement, advertising, or any form of publicity referring to a Party's services hereunder shall be subject to prior written approval of that Party.

29. Regulatory Approval. The Parties understand and agree that this Agreement will be filed with the Utah PSC, and to the extent required by FCC rules may thereafter be filed with the FCC. Each Party covenants and agrees to fully support approval of this Agreement by the Utah PSC or the FCC under Section 252(e) of the Act without modification. The Parties, however, reserve the right to seek regulatory relief and otherwise seek redress from each other regarding performance and implementation of this Agreement. In the event the Utah PSC or the FCC rejects this Agreement in whole or in part, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion(s). Further, this Agreement is subject to change, modification, or cancellation as may be required by a regulatory authority or court in the exercise of its lawful jurisdiction.

30. Rule of Construction. No rule of construction requiring interpretation against the drafting party hereof shall apply in the interpretation of this Agreement.

31. Section References. Except as otherwise specified, references within an Article of this agreement to a Section refer to Sections within that same Article.

32. Severability. If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be unenforceable, the rest of the Agreement shall remain in full force and effect and shall not be affected unless removal of that provision results, in the opinion of either Party, in a material change to this Agreement. If a material change as described in this Section occurs as a result of action by a court or regulatory agency, the Parties shall negotiate in good faith for replacement language. Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of federal or state law, or any regulations or orders adopted pursuant to such law.

33. Subcontractors. Either Party may enter into subcontracts with third parties or affiliates for the performance of any of its duties or obligations under this Agreement.

34. Term and Termination.

34.1 Term. Subject to the termination provisions contained in this Section, the term of this Agreement shall be one (1) year from the effective date of this Agreement. After completion of the initial one (1) year term, this Agreement will continue on a month-to-month basis unless 30 days written notice is given by one

Party to the other Party.

34.2 Renegotiation. **Unresolved**

Issue	Western Wireless' Position	ILECs' Position
Renegotiation Language	<p>The following language should be added:</p> <p>“If prior to expiration or termination of this Agreement either Party requests the negotiation of a successor agreement, then upon approval of the successor agreement, this Agreement shall terminate. If the Parties are unable to negotiate a successor agreement prior to the expiration of this Agreement, this Agreement shall remain in effect until the parties negotiate a new agreement within the statutory time frame set for negotiations under the Act, or establish a new agreement through state commission arbitration.</p>	<p>No language should be added. The Agreement may be terminated upon 30 days written notice and this Agreement does not continue in effect until a new agreement is negotiated.</p>

34.3 Post-Termination Agreements. **UNRESOLVED. See Response to Arbitration Petition Issue 2 and 3. TELCO suggests the following red-lined additions:** Except in the case of termination as a result of either Party’s default or a termination pursuant to Section 17, **or except upon termination by either party upon thirty (30) days written notice to the other as provided in Section 33.1,** for service arrangements made available under this Agreement and existing at the time of termination, those arrangements may continue without interruption **on a month-to-month basis, if both parties agreed thereto** under ~~(a) a new arrangement voluntarily executed by the Parties. ; (b) standard terms and conditions approved and made generally effective by the Utah PSC, if any; or (c) tariff terms and conditions made generally available to all competitive local exchange carriers.~~

34.4 Termination Upon Default. Either Party may terminate this Agreement in whole or in part in the event of a default by the other Party; provided however, that the non-defaulting Party notifies the defaulting Party in writing of the alleged default and that if the defaulting Party does not cure the alleged default within thirty (30) calendar days of receipt of written notice thereof. Default is defined to include, but not be limited to:

34.5. Liability Upon Termination. 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.

1. A Party’s insolvency or the initiation of bankruptcy or receivership proceedings by or against the Party;
2. A Party’s refusal or failure in any material respect properly to perform its obligations under this Agreement, or the violation of any of the material terms or conditions of this Agreement; or
3. Sale of a controlling interest in a Party’s stock or substantially all of its assets.

35. Third Party Beneficiaries, Disclaimer of Agency. This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein expressed or implied shall create or be construed to create any third-party beneficiary rights hereunder. Except for provision 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, in the name of, 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.

36. Trademarks and Trade Names. Except as specifically set out in this Agreement, nothing in this Agreement shall grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other for any purpose whatsoever.

37. Waiver. The failure of either Party to insist upon the performance of any provision of this Agreement, or to exercise any right or privilege granted to it under this Agreement, shall not be construed as a waiver of such provision or any provisions of this Agreement, and the same shall continue in full force and effect.

ARTICLE IV
INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC

38. Types of Services Covered by This Article. This Article governs the provision of facilities and services for interconnection and interchange of local traffic between Telco and Western Wireless, for the transport and termination of local two-way CMRS traffic originated by one Parties' end users and terminated on the other Party's network.

39. Billing and Rates.

39.1 Rates and Charges. Western Wireless agrees to pay to Telco and Telco agrees to pay to Western Wireless the rates and charges for the Services set forth in the applicable appendices to this Agreement. Telco's and Western Wireless' rates and charges are set forth in Appendix A attached to this Agreement and made a part hereof. **The rates for the termination of traffic are reciprocal and apply equally to both Parties. The interconnection facility charges are consistent with the applicable pricing standard and are reflected in Appendix A. UNRESOLVED - Red-lined changes suggested by Western Wireless not agreed to by Telco - See Response to Arbitration petition. Issue 4**

Issue	Western Wireless' Position	Telcos' Position
Whether the ILECs' trunks are priced consistent with the pricing standard of the Act and FCC Rules.	It has not been established that the ILECs' rates for interconnection trunks are priced consistent with the pricing standard of the Act and FCC rules.	Telco's trunk prices are just and reasonable and based on approved tariffs.

[Issue: Rates to be Charged - See Appendix for ILEC proposed rates]

39.2 Billing. **As provided for in Section 8 and Appendix A, if bill and keep compensation is not implemented, UNRESOLVED - BILL AND KEEP SHOULD NOT BE IMPLEMENTED a traffic factor may be used in lieu of Western Wireless directly billing Telco. The amount that Telco owes Western Wireless will be subtracted from the amount that Western Wireless owes Telco.** Telco shall render a bill to Western Wireless that reflects the net amount that Western Wireless owes Telco pursuant to this Agreement. Charges for physical facilities and other nonusage sensitive charges shall be billed in advance, except for charges and credits associated with the initial or final bills. Usage sensitive charges, such as charges for termination of Local Traffic, shall be billing in arrears. Other information related to billing is contained in Appendix A.

40. Transport and Termination of Traffic.

40.1 Types of Traffic Covered. The Parties shall reciprocally terminate Local Traffic originating on each other's networks as provided in this Article IV. Only traffic identified in Section ___ that is originated by the Parties' end user customers or end users of customers of a reseller of a Party's service is to be exchanged.

40.2 Traffic Not Covered The Parties agree not to route traffic over the trunks purchased pursuant to this Section that is not covered by this Agreement or to cause fraudulent traffic (i.e., traffic that does not originate with the other Party's end users and that is intended to artificially inflate the number of minutes of traffic terminated on the terminating Party's network) to be sent over those trunks. **Unresolved - Issue of traffic that**

is not covered

40.3 Compensation for Exchange of Traffic. The Parties shall compensate each other for the exchange of Local Traffic defined in Section 38 in accordance with Appendix A attached to this Agreement and made a part hereof. Each Party agrees that the per minute price will be applied to minutes, measured as ~~access~~-minutes of use, and paid by each Party on traffic subject to this Agreement, originating with one Party's end users and terminating on the other Party's network. **Unresolved - See Arbitration response Issue 4.**

40.4 Calculation of Charges. Both the interconnection facilities charge and the per minute transport and termination charges will be billed in accordance with Section 8 **Unresolved - Language on Calculation of Charges. See Response to Arbitration Petition Issues 4, 8 12 and 13.**

40.5 Non-Local Traffic. **UNRESOLVED - See Arbitration Response Issue 7 and box below.**

Issue	Western Wireless' Position	Telcos' Position
Non-Local or InterMTA Factor	The Parties agree that any Non-Local traffic (or InterMTA traffic) would be de minimis and therefore have established a Non-Local traffic factor of <u>__0__</u> percent, which shall determine the amount of Non-Local traffic originating on each Party's network that would be subject to the other Party's rates for termination of Non-Local traffic.	<u>Non-Local Traffic.</u> The Parties agree on an InterMTA factor of (three) (five) percent which represents the percent of total minutes to be billed access charges. Upon written request by Telco, Western Wireless agrees to complete a reasonable InterMTA traffic study within sixty (60) days after the request in order to determine the actual InterMTA factor.

40.6 Service Establishment Charge. A nonrecurring charge applies each time new service is established, pursuant to terms described in Appendix A, in connection with establishing and setting up the new service arrangement. UNRESOLVED - Western Wireless would delete this provision. Telco believes Western Wireless should pay a nonrecurring charge when services are ordered. See Response to Arbitration Petition Issue 13.

41. Direct Network Interconnection.

41.1 Trunking Requirements.

41.1.1. Telco shall make available to Western Wireless DS-0 or DS-1 trunks over which Western Wireless shall terminate local traffic originated from end users of Western Wireless to Telco end users.

Issue	Western Wireless' Position	Telcos' Position
Cost of trunks used for mobile-to-land traffic	Add language: "Western Wireless shall bear the costs of trunks used for mobile-to-land traffic."	Western Wireless should pay the costs for all trunking facilities ordered.

41.1.2. Telco shall make available to Western Wireless DS-0 or DS-1 trunks over which Telco shall terminate ~~Telco end-user~~ local traffic **originated from end users of Telco to end users of Western Wireless end users. Unresolved - This Change proposed by WWC unresolved.**

Issue	Western Wireless' Position	Telcos' Position
Cost of trunks used for land-to-mobile traffic.	Add language: "Telco shall bear the costs of trunks	Western Wireless should pay the costs for all trunking facilities

used for land-to-mobile traffic.” ordered.

Unresolved - Cost of Trunking. See Response to Arbitration Petition Issue 13.

- 41.1.3. The trunks in this Section may, but mutual agreement, be two-way trunks to the extent consistent with standard industry engineering practices for interswitch connections.
- 41.1.4. The point of interconnection shall be mutually agreed upon.
- 41.1.5. The initial order of trunks will not exceed what standard engineering practices would require in light of reasonable traffic projections. This order will be placed reasonably in advance of Western Wireless’ projected in-service date for those trunks to ensure availability of facilities. Additional trunks will be added when current traffic patterns indicate that more trunks are needed. This will occur sufficiently in advance, in accordance with standard industry practices.
- 41.1.6. Reciprocal traffic exchange arrangement trunk connections shall be made with one or more DS-0 trunks or DS-1 trunks or trunk groups, and shall be jointly engineered to an objective P<.01 grade of service.
- 41.1.7. Western Wireless and Telco agree to use diligent efforts to ensure that the reciprocal traffic exchange arrangement trunk groups are maintained at a consistent P<.01 or better grade of service. Such efforts shall also include agreeing upon default standards for the configuration of all trunk groups.
- 41.1.8. Signaling System 7 (SS7) Common Channel Signaling (“CCS”) is available in Telco’s network. SS7 CCS will be deployed in Telco’s network at Telco’s sole option.
- 41.1.9. In the case where CCS is not available, ANI, in band Multi-Frequency (“MF”), wink start, and E&M channel signaling will be provided by the Parties.

42. Multi-Carrier Interconnection. Both Parties shall deliver traffic destined to terminate on the other Party’s network whether or not a third carrier is involved in handling that traffic. Telco will not pay any compensation for terminating a call to Western Wireless’ network that originated from a third carrier (*i.e.*, a carrier that is not Telco). **Unresolved - See Response to Arbitration Petition Issues 4, 6 and 11.** For any local traffic originating on Western Wireless’ network, traversing Telco’s network and terminating to a third carrier’s network, Telco shall charge Western Wireless the applicable[transiting rate in Appendix A. ~~access charges to the appropriate party.~~] No charge will be levied by Telco to Western Wireless for traffic that originates on a third carrier’s network, traverses Telco’s network and terminates on Western Wireless’ network. In addition, Telco shall deliver traffic from Western Wireless’ network to an IXC carrier connected to Telco’s tandem switch [at no charge to Western Wireless.; ~~although Telco may assess its access charges to the IXC in connection with such traffic.~~] Western Wireless shall not deliver to Telco traffic that originated with an IXC over trunks to which the reciprocal compensation provisions of this Agreement apply. **UNRESOLVED - See Response to Arbitration Petition Issue 4.**

43. Traffic Routing

43.1 Western Wireless may deliver traffic to Telco either through a direct connection between their two networks, or through a third party carrier. **UNRESOLVED - See Response to Arbitration Petition Issues 6 and 11.**

43.2 Mobile to Land Traffic. Western Wireless shall be responsible for the delivery of traffic from its network to Telco’s network ~~for the transport and termination of such traffic by Telco to an end user or for delivery by Telco to a third party provider.~~ **UNRESOLVED: The highlighted language deleted by WWC is not agreed to.** Upon a request by Western Wireless, Telco shall provision mobile to land, and land to mobile connecting facilities for Western Wireless under the prices set forth in Appendix A. Charges will be based on their proportional (percentage) use of such facilities as provided for in Section 40.4. **UNRESOLVED - See Response to Arbitration Petition Issue 13.**

43.3 Land to Mobile Traffic. Telco shall be responsible for the delivery of traffic from its network to Western Wireless’ network ~~Upon a request by Western Wireless, Telco shall provision mobile to land, and land to~~

mobile connecting facilities for Western Wireless under the prices set forth in Appendix A. Charges will be based on their proportional (percentage) use of such facilities, as provided for in Section 40.4.

UNRESOLVED: See Response to Arbitration Petition Issue 13.

44. Number Resources.

44.1 Number Assignment. Nothing in this Agreement shall be construed to, in any manner, limit or otherwise adversely impact Western Wireless’ right, to employ or to request and be assigned any NANP number resources including, but not limited to, Central Office (NXX) Codes pursuant to the Central Office Code Assignment Guidelines. The Parties’ NXX’s are listed in Appendix C attached hereto.

44.2 Code Administration. The Parties will comply with code administration requirements as prescribed by the FCC, the Utah PSC, and accepted industry guidelines. Each party is responsible for administering NXX codes assigned to it

44.3. Programming Switches. It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the LERG guidelines. ~~The Parties recognize that the rating and routing points for NXXs may vary. Teleo shall route all Local traffic to Western Wireless over direct interconnection facilities, if available, or over indirect interconnection facilities linking Teleo with Western Wireless (e.g., Qwest facilities).~~ **UNRESOLVED - This language proposed by WWC is not agreed to. See Response to Arbitration Petition Issues 6, 11 and 12.**

44.4 Virtual NXX.

Issue	Western Wireless’ Position	Telcos’ Position
Implementation of Virtual NXXs	<p>Add language:</p> <p>“Western Wireless may designate a different rating point and routing point for each NPA/NXX code assigned for its use. Western Wireless shall designate one location for each rate center area as the routing point for the NPA/NXXs assigned for its 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 Western Wireless’ 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.</p>	<p>Implementation of Virtual NXXs is inappropriate. See Response to Arbitration Petition Issue 11.</p>

traffic pursuant to 47 U.S.C. Section 252(d)(A) and the FCC implementing rules.

studies will be performed. See Response to Arbitration Petition Issue 9 for what ILECs propose.

5+0

B. Local Trunk Charge Rate

_____Rate applied per DS-0 per month:
 Rate applied per DS-1 per month

C. Local Trunk Installation Charge

_____Rate applied per DS-0
 _____Rate applied per DS-1

D. Toll Trunk Charge

_____Rate applied per DS-0 per month:
 _____Rate applied per DS-1 per month

E. Toll Trunk Installation Charge

_____Rate applied per DS-0:
 Rate applied per DS-1

Issue	Western Wireless' Position	Telcos' Position
Cost of interconnection facilities.	To be determined based upon the applicable pricing standards in the Act and the FCC implementing rules.	To be paid for by Western Wireless and based on tariffed rates. See Response to Arbitration Petition Issue 13..
F. <u>Access Order Charge</u>		\$136.00
G. <u>Service Establishment Charge</u>	Rate applied per central office, per NXX code:	\$5,000.00

UNRESOLVED - Western Wireless would delete F. And G. See Response to Arbitration Petition Issue 13.

NON-LOCAL CALLS

Terminating Non-Local Traffic Rate

Each party shall apply Telco's applicable access charges to the termination of Non-Local traffic per MOU.
 \$_____

APPENDIX B

TRAFFIC ROUTING ARRANGEMENTS

APPENDIX C

NPA/NXX CODES