

**WIRELESS INTERCONNECTION
AGREEMENT - UTAH**

BETWEEN

QWEST CORPORATION

AND

AUTOTEL

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WIRELESS INTERCONNECTION SERVICE AGREEMENT

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

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

I. RECITALS

- A. Pursuant to this Agreement Carrier and Qwest, collectively "the Parties", will extend certain arrangements to one another for the purpose of offering wireless to wireline or wireline to wireless services within each LATA in which they both operate within the State of Utah. This Agreement is a combination of agreed terms and terms imposed by arbitration under Section 252 of the Communications Act of 1934, as modified by the Telecommunications Act of 1996 ("the Act"), and as such does not necessarily represent the position of either Party on any given issue. The Parties enter into this Agreement without prejudice to any position they may have taken previously, or may take in the future in any legislative regulatory, or other public forum addressing any matters, including matters related to the types of arrangements prescribed by this Agreement.
- B. In the event of any amendment to the Act, any effective legislative action or any effective regulatory or judicial order, generic cost docket, rule, regulation, arbitration award or other legal action purporting to apply to the provisions of the Act which revises, modifies or reverses the Applicable rules upon which the agreement is based, either Party may, by providing written notice to the other Party, require that the effected provisions of this Agreement be renegotiated in good faith with in sixty (60) days and this Agreement shall be amended accordingly to reflect the pricing, terms and conditions of each such Amended Rules relating to any of the provisions in this agreement. Should the Parties be unable to reach agreement with respect to the applicability of such order or the resulting appropriate modifications to this agreement within sixty (60) days, it shall be resolved in accordance with the Dispute Resolution provision of this Agreement. In cases of conflict between the terms of this agreement and any Qwest tariff, then the rates, terms and conditions of this Agreement shall prevail.

II. SCOPE OF AGREEMENT

- A. The Agreement also sets forth the terms, conditions and prices under which the Parties agree to provide interconnection for CMRS carriers only in association with CMRS services and reciprocal compensation for the exchange of traffic between Qwest and Carrier for purposes of offering telecommunications services. Unless otherwise provided in this Agreement, the Parties will perform all of their obligations hereunder throughout, to the extent provided in the Appendices attached hereto. The Agreement includes all accompanying appendices.
- B. In the performance of their obligations under this Agreement, the Parties shall act in good faith and consistently with the intent of the Act. Where notice, approval or similar action by a Party is permitted or required by any provision of this Agreement, (including, without limitation, the obligation of the Parties to further negotiate the resolution of new or open issues under this Agreement) such action shall not be unreasonably delayed, withheld or conditioned.

III. DEFINITIONS

- A. "Access Tandem" means a Qwest switching system which switches calls between end offices.
- B. "Act" means the Communications Act of 1934 (47 U.S.C. 151 et.seq.), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or a Commission within its state of jurisdiction.
- C. "Automatic Number Identification" or "ANI" means a Feature Group D signaling parameter which refers to the number transmitted through a network identifying the billing number of the calling party.
- D. "Basic Exchange Telecommunications Service" means a service offered to end users which provides the end user with a telephonic connection to, and a unique local telephone number address on, the public switched telecommunications network, and which enables such end user to generally place calls to, or receive calls from, other stations on the public switched telecommunications network. Basic residence and business line services are Basic Exchange Telecommunications Services. As used solely in the context of this statement and unless otherwise agreed, Basic Exchange Telecommunications Service includes access to ancillary services such as 911, directory assistance and operator services.

- E. "Calling Party Number" or "CPN" is a Common Channel Signaling ("CCS") parameter which refers to the number transmitted through a network identifying the calling party. Reference Technical Pub. 77342.
- F. "Call Termination" involves the terminating carrier's end office switching and delivery of terminating traffic from that end office switch to the called party's location.
- G. "Call Transport" is the tandem switching and transmission of terminating traffic from the tandem to the terminating carrier's end office switch that directly serves the called party.
- H. "CMRS" or "Commercial Mobile Radio Service" is as defined in the Communications Act of 1934 as amended by the Telecommunications Act of 1996.
- I. "Central Office Switch" means a switch used to provide Telecommunications Services, including, but not limited to:
 - a. "End Office Switches" which are used to terminate Customer station loops for the purpose of interconnecting to each other and to trunks; and
 - b. "Tandem Office Switches" which are used to connect and switch trunk circuits between and among other Central Office Switches. Access tandems provide connections for exchange access and non-local traffic while local tandems provide connections for local/EAS traffic.
- J. "Collocation" means an arrangement whereby one Party's (the "Collocating Party") facilities are terminated in its equipment necessary for Interconnection or for access to Network Elements on an unbundled basis which has been installed and maintained at the premises of a second Party (the "Housing Party"). Collocation may be "physical" or "virtual". In "Physical Collocation," the Collocating Party installs and maintains its own equipment in the Housing Party's premises. In "Virtual Collocation," the Housing Party installs and maintains the Collocating Party's equipment in the Housing Party's premises.
- K. "Commission" means the Public Service Commission of Utah.
- L. "Common Channel Signaling" or "CCS" means a method of digitally transmitting call set-up and network control data over a special signaling network fully separate from the public voice switched network elements that carry the actual call. The CCS protocol used by the Parties shall be Signaling System 7(SS7).
- M. "Customer" means a third-party (residence or business) that subscribes to Telecommunications Services provided by either of the Parties.

- N. "Digital Signal Level" means one of several transmission rates in the time division multiplexing hierarchy.
- O. "Digital Signal Level 1" or "DS1" means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing.
- P. "Digital Signal Level 3" or "DS3" means the 44.736 Mbps third-level in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.
- Q. "Exchange Message Record" or "EMR" is the standard used for exchange of telecommunications message information between telecommunications providers for billable, non-billable, sample, settlement and study data. EMR format is contained in BR-010-200-010 CRIS Exchange Message Record, a Bellcore document that defines industry standards for exchange message records.
- R. "Extended Area Service (EAS)/Local Traffic means traffic that is originated by an end user of one Party and terminates to an end user of the other Party as defined in accordance with Qwest's then current EAS/local serving areas, as determined by the Commission.
- S. "Interconnection" is as described in the Act and refers to the connection of separate pieces of equipment, facilities, or platforms between or within networks for the purpose of transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic.
- T. "Interexchange Carrier" or "IXC" means a carrier that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services.
- U. "InterLATA" is a term used to describe telecommunications functions originating in one LATA and terminating in another.
- V. "IntraLATA" is a term used to describe telecommunications functions originating and terminating in the same LATA.
- W. "InterMTA" is a term used to describe telecommunications functions used by CMRS providers originating in one MTA and terminating in another.
- X. "Local Access and Transport Area (LATA)" denotes a geographical area established for the provision and administration of communications service. It encompasses one or more designated exchanges, which are grouped to serve common social, economic and other purposes.

- Y. "Local Calling Area (LCA)" is a geographic area defined by the MTA within which Carrier provides CMRS services where local interconnection rates apply excluding roaming traffic as defined in FCC First Report and Order 96-325 47CFR 51701 (b) (2).
- Z. "Local Tandem" is a Qwest switching system that switches calls to and from end offices within the state commission defined wireline local calling area for call completion.
- AA. "Major Trading Area (MTA)" is a geographic area established in Rand McNally's Commercial Atlas and Marketing Guide and used by the FCC in defining CMRS license boundaries for CMRS providers for purposes of Sections 251 and 252 of the Communications Act of 1934 as amended.
- BB. "MECAB" refers to the Multiple Exchange Carrier Access Billing (MECAB) document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), that functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document, published by Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an access service provided by two or more LECs (including a LEC and a CLEC), or by one LEC in two or more states within a single LATA.
- CC. "MECOD" refers to the Multiple Exchange Carriers Ordering and Design (MECOD) Guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), that functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECOD document, published by Bellcore as Special Report SR STS-002643, establishes recommended guidelines for processing orders for access service that is to be provided by two or more LECs (including a LEC and a CLEC). It is published by Bellcore as SRBDS 00983.
- DD. "Meet-Point Billing" or "MPB" refers to an agreement whereby two LECs (including a LEC and CLEC) jointly provide switched access service to an Interexchange Carrier, with each LEC (or CLEC) receiving an appropriate share of the transport element revenues as defined by their effective access tariffs.
- EE. "Mid-Span Meet" is a point of interconnection between two networks, designated by two telecommunications carriers, at which one carrier's responsibility for service begins and the other carrier's responsibility ends.
- FF. "Mobile Switching Center (MSC)" may also be referred to as Personal Communications Switching Center (PCSC) or Wireless Switching Center (WSC). The MSC is a configuration of equipment designed to provide wireless service to

a wireless subscriber. Typically the switching element is referred to as MSC and provides the connection of call to other subscribers or the first point of switching for Carrier's customers.

- GG. "Non-Local Calls" is the completion of interMTA and roaming calls based on location of wireless subscriber and Qwest land line end users as defined in FCC First Report and Order 96-325 paragraph 1043, which interconnection Access charges will be applicable.
- HH. "North American Numbering Plan" or "NANP" means the numbering plan used in the United States that also serves Canada, Bermuda, Puerto Rico and certain Caribbean Islands. The NANP format is a 10-digit number that consists of a 3-digit NPA code (commonly referred to as the area code), followed by a 3-digit NXX code and 4-digit line number.
- II. "NXX" means the fourth, fifth and sixth digits of a ten-digit telephone number.
- JJ. "Party" means either Qwest or Carrier and "Parties" means Qwest and Carrier.
- KK. "Point of Connection" or "POC" is a physical location where Carrier is interconnected with the Local Exchange Carrier Network.
- LL. "Point of Interface" or "POI" is a mutually agreed upon point of demarcation where the exchange of traffic between two LECs (including a LEC and a CLEC) takes place.
- MM. "Reciprocal Compensation Credit" for purposes of this Agreement is defined as a monetary credit for 2-way wireline to wireless traffic (except for Calling Party Pays) which is originated by a Qwest landline subscriber and terminates to a Wireless Carrier's subscriber within the LCA.
- NN. "Service Control Point" or "SCP" means a signaling end point that acts as a database to provide information to another signaling end point (i.e., Service Switching Point or another SCP) for processing or routing certain types of network calls. A query/response mechanism is typically used in communicating with an SCP.
- OO. "Serving Wire Center (SWC) denotes the Qwest office from which dial tone for local exchange service should, absent special arrangements such as FX (Foreign Exchange) or FCO (foreign Central Office) service be provided to Carrier.
- PP. "Signaling Transfer Point" or "STP" means a signaling point that performs message routing functions and provides information for the routing of messages between signaling end points. An STP transmits, receives and processes Common Channel Signaling ("CCS") messages.

- QQ. "Tariff Services" as used throughout this Agreement refers to Qwest interstate tariffs and state tariffs, price lists, price schedules and catalog.
- RR. "Telecommunications Carrier" means any provider of telecommunications services, except that such term does not include aggregators of telecommunications services (as defined in Section 226 of the Act). A Telecommunications Carrier shall be treated as a common carrier under the Act only to the extent that it is engaged in providing telecommunications services, except that the Commission shall determine whether the provision of fixed and mobile satellite service shall be treated as common carriage.
- SS. "Transit Traffic" is traffic that originates from one provider's network, "transits" another provider's network substantially unchanged, and terminates to yet another provider's network.
- TT. "Trunk Group" is a set of trunks of common routing, origin and destination and which serve a like purpose or function, e.g., a 2A Local Tandem Connection or a 2B High Usage Group Connection are each separate Trunk Groups.
- UU. "Wire Center" denotes a building or space within a building, that serves as an aggregation point on a given carrier's network, where transmission facilities are connected or switched. Wire Center can also denote a building where one or more Central Offices, used for the provision of Basic Exchange Telecommunications Services and Access Services, are located. However, for purposes of Collocation Service, Wire Center shall mean those points eligible for such connections as specified in the FCC Docket No. 91-141, and rules adopted pursuant thereto.
- VV. "Wireless" is communications services provided by a CMRS carrier in accordance with its CMRS license.
- WW. "Wireless Service Request " or "WSR" means the industry standard forms and supporting documentation used for ordering Access Services. The WSR will be used to order trunking and facilities between Carrier and Qwest for Wireless Interconnection Service.
- XX. "Wireline" is communications services provided by Qwest or other non-CMRS telecommunications carriers.
- YY. Terms not otherwise defined here, but defined in the Act or in regulations implementing the Act, shall have the meaning defined there.

IV. RECIPROCAL TRAFFIC EXCHANGE

A. Scope

1. Reciprocal traffic exchange addresses the exchange of traffic between Carrier subscribers and Qwest end users. If such traffic is local, the provisions of this Agreement shall apply. Reciprocal traffic exchange covered by this Agreement is for Wireless interconnection for CMRS carriers only in association with CMRS services. Other interconnections are covered by separate contract, tariff or price lists. Wireless interconnection hereunder is intended for wireless to wireline or wireline to wireless, but not wireline to wireline communications. Such Wireless interconnection will not be used to terminate other types of traffic on Qwest's network, such as wireline originated traffic. Any incidental services (e.g. directory assistance, operator services, etc.) will be billed at the standard rates for those services.

2. Autotel may interconnect its network facilities at any one (1) or more technically feasible points of interconnection. The Parties agree to interconnect at one (1) or more of Qwest's Tandem Switches (Type 2) or to Qwest's End Office Switches (Type 1 or Type 2), at Autotel's option. For each LATA in which Autotel wants to establish interconnection with Qwest, Autotel must establish at least one (1) physical point of interconnection in Qwest territory.

3. Interconnection Descriptions
 - a. Type 2 A Interconnections.
 - i. The Type 2A Local Interconnection connects Carrier's switch to a Qwest Local Tandem and exchanges traffic between Carrier and NXXs served by the end offices subtending the Local Tandem. This interconnection arrangement carries both first routed direct final traffic and traffic overflowed on an alternate final basis from a Type 2B High Use interconnection arrangement.

[Qwest proposes the following additional language to paragraph above]

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

- ii. The Type 2A Access Tandem Interconnection connects Carrier's switch to a Qwest Access Tandem.

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

[Qwest proposes the following additional language to paragraph above]

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

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

- b. Type 2B High Use Interconnections.

The Type 2B High Use Interconnection is a direct , two-way trunk group interconnection between Carrier's switch and a Qwest End Office, within the same LATA, with overflow traffic routed over an associated Type 2A trunk group to the Qwest designated Local Tandem. Type 2B High Use Service is only available in conjunction with an associated Type 2A Service and is offered only where facilities and

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

- c. Type 2D Interconnection is a direct final trunk group between Carrier's switch and the Operator Services Tandem for delivery of Operator Services calls, Directory Assistance calls, and National Directory Assistance calls. Type 2D trunks are available as one way out mobile to land only and are not available for paging. SS7 or MF Signaling may be used.
- d. Ancillary Interconnection is a one way mobile to land connection between Carrier's switch and the Qwest Serving Wire Center of the POC which includes Qwest common transport to terminate calls for miscellaneous traffic including: Directory Assistance, Operator Services (collect, credit card, and Third Party Billed), Toll Free Services, and 911.

d.e. Type 1 Interconnection

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

[Qwest proposes the following additional paragraph]:

[WSP] shall establish Type 1 trunk groups to at least one Qwest End Office in each of the EAS/Local Calling Areas where [WSP] provides service. Type 1 interconnection may be accomplished through the provision of an analog DS0 or a DS1 Qwest Provided Entrance Facility. Type 1 is an intraLATA/intrastate final route trunk group between a CMRS switch and a Qwest End Office Switch.

f. Toll Blocking Service.

Selective Class of Call Screening (which restricts by operator identification outgoing toll calls to collect, third party billed, and credit card calls only), and when available and to the extent it is operational, Billed Number Screening (which prevents billing of incoming calls on a received collect or third number basis) are available to Carrier with the Type 1 interconnection. Any product having its own contractual terms and conditions separate from this Agreement is excluded from Toll Blocking Service.

B. Types of Traffic

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

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

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

interLATA network Telecommunications Carrier. This service is provided through local and access tandem switches.

5. Ancillary traffic includes all traffic destined for ancillary services, or that may have special billing requirements, including, but not limited to the following:
 - a. Directory Assistance
 - b. 911/E911
 - c. Operator call termination (busy line interrupt and verify)
 - d. 800/888
 - e. LIDB
 - f. Information services requiring special billing.
6. Unless otherwise stated in this Agreement, ancillary traffic will be exchanged in accordance with whether the traffic is Local, intraLATA, Toll, or Switched Access.

C. Types of Exchanged Traffic

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

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

2. Transport of Local Traffic

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

- a. The Parties agree to use two-way trunking when technically feasible and agree to share proportionally in the cost of those facilities.
- b. Where one-way trunking is used, each Party will be solely responsible for the cost of that facility.
- c. Based on forecasted traffic at Carrier's busy hour in CCS, where there is a DS1's worth of traffic (512 CCS) between the Carrier switch and a Qwest end office, the Parties agree to provision a Type 2B dedicated (i.e., direct) two-way trunk group from the Carrier switch directly to the Qwest end office. To the extent that Carrier has established a collocation arrangement at a Qwest end office location, and has available capacity, the Parties agree that Carrier shall provide two-way Type 2B dedicated direct trunk facilities, unless one-way is technically required, , from that end office

to the Carrier switch. In all other cases, the direct facility may be provisioned by Qwest or Carrier or a third party. If both Carrier and Qwest desire to provision the facility and cannot otherwise agree, the Parties may agree to resolve the dispute through the submission of competitive bids.

- d. Bellcore document GR-145 - Core - Compatibility Information for Interconnection of a Wireless Services Provider and a Local Exchange Carrier Network, addresses blocking requirements for interconnection.

3. Transit Traffic.

- a. Qwest will accept traffic originated by Carrier and will terminate it at a point of interconnection with another CLEC, Exchange Carrier, Interexchange Carrier or Wireless Carrier. Qwest will provide this transit service through local and access tandem switches. Qwest may provide other network providers with Wireless interconnection usage reports on traffic which originated from Carrier when requested. Carrier may also provide Qwest with transit service.
- b. To the extent technically feasible for Type 2 Services, the Parties involved in transporting transit traffic will deliver calls to each involved network with CCS/SS7 protocol and the appropriate ISUP/TCAP message to facilitate full interoperability and billing functions. In all cases, the originating company is responsible to follow the EMR standard and to exchange records with both the transiting company and the terminating company, to facilitate the billing process to the originating network.
- c. The Parties will use industry standards developed to handle the provisioning and billing of Switched Access by multiple providers (MECAB, MECOD and the Parties' FCC tariffs), including the one-time provision of notification to Carrier of the billing name, billing address and carrier identification codes of all interexchange carriers originating or terminating at each Qwest access tandem.

4. Non-Local Traffic.

Non-Local traffic is the completion of non-local calls based on location of wireless subscriber and Qwest landline end user. Traffic originating and terminating outside of the CMRS defined local calling area or roaming traffic carried over Carrier's own

interexchange, interstate facilities. The rates found in the applicable Switched Access Tariff, intrastate or interstate are applicable. Relevant rates include interconnection Charge (IC), Local Switching, Carrier Common Line, and Tandem Switched Transport.

[Qwest proposes the following language in lieu of paragraph above]

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

D. Rate Structure -- Local Traffic

1. Call Termination

- a. The Parties agree that call termination rates as described in Section I, Reciprocal Compensation, will apply reciprocally for the termination of (EAS)/Local and Local Calling Area Traffic.
- b. The Parties acknowledge that Carrier will initially serve all of the customers within a given LATA through a single Carrier switch. The Parties also acknowledge that Carrier may, in the future, deploy additional switches in each LATA. For purposes of call termination, the initial Carrier switch shall be treated as a tandem switch.
- c. The Parties agree that Internet Service Provider (ISP) traffic between them will be de minimus. However, for compensation purposes for the exchange of ISP traffic the Parties will not bill each other for this traffic during the term of this agreement.

2. Call Transport

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

3. Transport

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

E. Rate Structure – Non-Local Traffic

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

F. Rate Structure -- Transit Traffic

Transit Traffic rates apply for the use of Qwest's network to transport transit traffic. For transiting local traffic, the applicable local transit rate applies to the originating Party per Appendix A. For transiting non-local traffic, the Parties will charge the applicable switched access rates to the responsible carrier.

G. Measuring Wireless Interconnection Minutes

1. Measured usage begins when Carrier's MSC is signaled by the terminating End Office that the call has been answered. Measured usage ends upon MSC recognition of disconnection by the earlier of Carrier's customer or the disconnection signal from the terminating End Office. Qwest will only charge Carrier for actual minutes of use and/or fractions thereof of completed calls. Minutes of use are aggregated at the end of the billing cycle and rounded to the nearest whole minute.
2. Where technically feasible, Qwest and Carrier are required to provide each other the proper call information (e.g., originated call party number and destination call party number, etc.) to enable each Party to issue bills in a complete and timely fashion.

H. Billing Parameters

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

[Qwest proposes the following additional paragraph]

If Dedicated Transport is greater than fifty (50) miles in length, and existing facilities are not available in either Party's network, and the Parties have not been able to resolve the issue through mid-point arrangements, and the Parties cannot agree as to which Party will provide the facility, the Parties may bring the matter before the Commission for resolution on an Individual Case Basis.

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

I. Reciprocal Compensation

1. The Parties agree that, because this State is a new market for Autotel, call termination and call transport compensation for EAS/Local and Local Calling area traffic shall be based upon the bill and keep mechanism, whereby neither Party charges the other Party for the termination of EAS/Local and Local Calling Area traffic originated by the other Party. Bill and keep shall govern compensation for such traffic exchanged by the Parties in this state

until the earlier of: (1) the expiration of this agreement, or (2) further action by the Federal Communications Commission, or a court of competent jurisdiction, vacates, replaces, modifies, or supersedes the applicable rules adopted in Order on Remand and Report and Order, CC docket Nos. 96-98, 99-68, FCC 01-131 (rel. Apr. 27, 2001).

2. The Reciprocal Compensation for two-way dedicated facilities charges are calculated as set forth in this Section.
 - a. A Party providing two-way dedicated facilities will bill the other Party the rates set forth in Appendix A less 50%.

[Qwest proposes the following paragraphs in lieu of paragraph 1(2) above]

2. Reciprocal Compensation Credit Method of Billing.

a. The Reciprocal Compensation Credit for two-way dedicated facilities charges shall be based upon the channel facilities or two-way network access channels used by both Qwest and Carrier to terminate their respective local interconnection subscriber traffic. This shall be calculated by multiplying (1) the sum of the total monthly two-way channel facility or network access channel multiplexer and distance sensitive facilities state specific rates by (2) a factor of 0.50 (fifty percent). The Parties agree that the Reciprocal Compensation Credit is intended to apply only to interconnection facilities which are actually utilized as two-way facilities, and will not apply to one-way facilities. Unless the Parties agree otherwise in writing, either Party may route traffic to the other utilizing one-way trunks.

b. The total Reciprocal Compensation Credit for the month will be the sum of the facilities component as calculated above, and will appear on each monthly bill to Carrier as a credit against amounts due and payable. Reciprocal Compensation Credits will be applied one month in arrears.

- 3. One time charges, ancillary service charges, traffic from another network provider transiting the Qwest network and terminating on Carrier's network, and any Qwest provided product which has its own contractual terms and conditions**

other than the services set forth in this Agreement are not eligible for Reciprocal Compensation.

J. Miscellaneous Charges

The following Miscellaneous Charges found in Appendix A apply.

Due Date Change
Design Change Charge
Additional Engineering
Overtime Installation
Additional Labor Standby
Additional Labor Testing and Maintenance
Maintenance of Service
Additional Cooperative Testing
Cooperative Scheduled Testing
Manual Scheduled Testing
Nonscheduled Testing
Nonscheduled Cooperative Testing
Nonscheduled Manual Testing
Credit Allowance for Service Interruption (Switch Access)
Cancellation of Service Order
Expedited Order Charge

[Qwest proposes the following language in lieu of paragraph J above]

J. Miscellaneous Charges

Cancellation charges will apply to cancelled Type 1 and Type 2 trunk orders, based upon the critical dates, terms and conditions in accordance with the Access Service Tariff Section 5.2.3 and the Trunk Nonrecurring Charges referenced in this Agreement.

Expedites for Type 1 and Type 2 trunk orders are allowed only on an exception basis with executive approval within the same time frames as provided for other designed services. When expedites are approved expedite charges will apply to Type 1 and/or Type 2 trunk orders based on rates, terms and conditions described in Appendix A.

K. Standard Billing Arrangement

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

L. Type 2 Service Interface Code Availability and Optional Features

1. Interface Code Availability.

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

2. Optional Features

Inband MF or SS7 Out of Band Signaling.

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

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

M. Testing

1. Acceptance Testing

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

2. Testing Capabilities

- a. Terminating Type 2 Service testing is provided where equipment is available, with the following test lines: seven-digit access to balance (100 type), milliwatt (102 type), nonsynchronous or synchronous, automatic transmission measuring (105 type), data transmission (107 type), loop-around, short circuit, open circuit, and non-inverting digital loopback (108 type).
- b. In addition to Type 2 Service acceptance testing, other tests are available (e.g., additional cooperative acceptance testing, automatic scheduled testing, cooperative scheduled testing, manual scheduled testing, and non-scheduled testing) at the applicable tariff rates.

[Qwest proposes the following language in lieu of above paragraph M(2)(b)]

b. In addition to Type 2 Service acceptance testing, other tests are available (e.g. additional cooperative acceptance testing, automatic scheduled testing, cooperative scheduled testing, manual scheduled testing, and non-scheduled testing) at the applicable rates found in Appendix A, Miscellaneous Charges. Testing fees will be paid by [WSP] when requesting testing.

N. Ordering

1. A POC Form, consistent with the sample form attached as Appendix C, will be completed for each POC covered under this Agreement. Although not attached to this Agreement, all POC Forms shall be considered a part of this Agreement and are hereby incorporated by reference.
2. When ordering Type 2 Service, the ordering Party shall specify on the service order: 1) the type and number of interconnection facilities to terminate at the point of interconnection in the serving wire center; 2) the dedicated trunk transport; 3) the peak busy hour CCS from the Carrier end office; 4) the number of trunks to be provisioned at a local exchange office or tandem; 5) and any optional features (see form Appendix B). When the ordering Party requests facilities, routing, or optional features different than those determined to be available, the Parties will work cooperatively in determining an acceptable configuration, based on available facilities, equipment and routing plans.

3. When the ordering Party initially orders a DS3 interconnection facility, in conjunction with a tandem or local exchange office, the provider will forward the appropriate DS1 facility record information necessary to identify the circuit facility assignment (CFA). On subsequent orders utilizing existing DS3 interconnection facilities, or DS3 dedicated trunk transport facilities, the provider will assign the DS1 facility to the DS3 interconnection facility or DS3 direct trunk transport facility, as directed by the ordering Party.
4. A joint planning meeting will precede Carrier and Qwest trunking orders. These meetings will result in the transmittal of Wireless Service Requests (WSRs) to initiate order activity. A Party requesting tandem interconnection will provide its best estimate of the traffic distribution to each end office subtending the tandem.
5. Service intervals and due dates for negotiated arrangements will be determined on an individual case basis.

O. Billing Arrangements

1. Where feasible, Qwest will provide recording and rating of mobile to land traffic exchanged over the Wireless interconnection. If data necessary for billing is lost, Qwest will estimate usage based on the previous three (3) months' usage.
2. To the extent each Party has such information, it will forward the appropriate recording and rating for transiting traffic. In all cases, the originating company is responsible for following the Exchange Message Record (EMR) standard and to exchange records with both the transiting company and the terminating company, to facilitate the billing process to the originating network.
3. For billing purposes, if either Party is unable to classify on an automated basis traffic delivered by Carrier as local or non-local, and, for non-local traffic, intrastate or interstate, Carrier will provide Qwest with a Percent Local Use (PLU) factor, which represents the estimated portion of total traffic delivered by Carrier to Qwest that originates and terminates within the same MTA, and a Percent Interstate Use (PIU) factor, which represents the estimated interstate portion of InterMTA traffic delivered by Carrier. Carrier agrees that it will not transport calls between MTA's during the term of this agreement, therefore the initial PLU factor of 100% will be applied to the measured mobile to land Carrier minutes of use terminated on Qwest's network to determine the local minutes of use for which Bill and Keep apply. The PIU factor is applied to the remaining non-local minutes of use to determine the portion of non-

local minutes to be billed at interstate access rates as opposed to intrastate access rates. The PLU and PIU factors will be updated on an annual basis to commence one (1) year after the Commission approval of this Interconnection Agreement and thereafter updated on a semi-annual basis. Carrier will provide the PLU and PIU factors to Qwest thirty (30) days prior to their effective date.

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

4. Qwest and Carrier desire to submit separate bills, pursuant to their separate tariffs, to interexchange carriers for their respective portions of jointly provided switched access service.
5. Based on the negotiated POI, the Parties will agree on a meet point percentage to enable the joint provisioning and billing of Switched Access Services to third parties in conformance with the Meet-Point Billing guidelines adopted by and contained in the Ordering and Billing Forum's MECAB and MECOD documents and referenced in Qwest's Switched Access Tariffs. The Parties understand and agree that MPB arrangements are available and functional only to/from Interexchange Carriers who directly connect with the tandem(s) that Carrier sub-tends in each LATA.
6. The Parties will use reasonable efforts, individually and collectively, to maintain provisions in their respective federal and state access tariffs, and/or provisions within the National Exchange Carrier Association ("NECA") Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.
7. As detailed in the MECAB document, Carrier and Qwest will exchange all information necessary to bill third parties for Switched Access Services traffic jointly handled by Carrier and Qwest via the meet point arrangement in a timely fashion. Information shall be exchanged in EMR format (Bellcore Standard BR 010-200-010, as amended) on magnetic tape or via a mutually acceptable electronic

file transfer protocol. The Parties will exchange records pursuant to this paragraph without additional compensation.

8. The Parties will agree upon reasonable audit standards and other procedures as required to ensure billing accuracy.
9. Each company will bill the IXC's the appropriate rate elements in accordance with their respective interstate and intrastate tariffs, as follows:

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

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

P. Mileage Measurement

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

Q. Construction Charges

If applicable, construction charges will apply as detailed in Section XX of this Agreement.

V. INTERCONNECTION

A. Definition

1. "Interconnection" is the linking of the Qwest and Carrier networks for the mutual exchange of traffic and for Carrier access to unbundled network elements. Interconnection does not include the transport and termination of traffic. Interconnection is provided by

virtual or physical collocation, Qwest's network facilities or Mid-Span Meet arrangements.

2. Qwest will provide interconnection with its network including, at a minimum; the line side of the local switch, the trunk side of the local switch, trunk interconnection points of the tandem switch, central office cross-connect points, and signaling transfer points necessary to exchange traffic, access call related databases and the points of access to unbundled network elements.

B. Mid-Span Meet POI

1. A Mid-Span Meet POI is a point of connection used for obtaining interconnection and access to unbundled network elements. Each Party will be responsible for its portion of the build to the Mid-Span Meet POI.

[Qwest proposes the following language in lieu of above paragraph B(1)]

A Mid-Span Meet POI is a negotiated Point of Interface, limited to the Interconnection of facilities between one Party's Switch and the other Party's Switch. The actual physical Point of Interface and facilities used will be subject to negotiations between the Parties. Each Party will be responsible for its portion of the build to the Mid-Span Meet POI. These Mid Span Meet POIs will consist of facilities used for the Provisioning of one or two way Type 2 and Jointly Provided Switched Access Interconnection trunks, as well as Ancillary trunks such as, OS, DA, and 911 trunk groups.

C. Collocation

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

D. Quality of Interconnection

Qwest will not, for the purpose of interconnection, provide to Carrier facilities built to lesser standards than Qwest provides itself or in a manner less efficient than it would impose on itself. The quality of interconnection will be at least equal to that of Qwest. To the extent that Carrier requests a higher or lower quality interconnection, or where Carrier's request cannot be met by the offerings specified in this Agreement, or where this

Agreement does not establish a price to recover the development, implementation, or other costs of meeting the request, Carrier agrees to use the New Interconnection/Unbundled Element Request procedure described in Section XVII.

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

E. Trunking Requirements for Type 1 Interconnection

1. The Parties agree to provide designed interconnection facilities that meet technical criteria and service standards, such as probability of blocking in peak hours and transmission standards, in accordance with industry standards.
2. Two-way trunk groups will be established when ever possible. Exceptions to this will be based on recording capabilities, signaling, and network requirements.
3. Trunk group connections will be made at an analog, DS0,DS1, or multiple DS1 level.
- 3.4. Inband Multifrequency (MF), pulse and DTMF signaling is available on Type 1 Trunks.

[Qwest proposes the following paragraph in lieu of above paragraph E(4)]

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

F. Trunking Requirements for Type 2 Interconnection

1. The Parties agree to provide designed interconnection facilities that meet technical criteria and service standards, such as probability of blocking in peak hours and transmission standards, in accordance with industry standards. If Carrier desires additional trunks, Qwest would charge full charges, without applying reciprocal compensation credits.
2. Two-way trunk groups will be established wherever possible. Exceptions to this provision will be based on billing, signaling, and network requirements. For example, (1) billing requirements - recording capabilities, and (2) network requirements - directory

assistance traffic to TOPS tandems. The following is the current list of traffic types that require separate trunk groups, unless specifically otherwise stated in this Agreement. If Carrier becomes a transit provider separate trunk groups as stated in F(2)(f) and F(2)(g) below shall apply.

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

[Qwest proposes the following additional paragraphs]

9. Single Point of Presence (SPOP)

a. Single Point of Presence (SPOP) in the LATA is a Local Interconnection Service Interconnection trunking option that allows WSP to establish one physical point of presence in the LATA in Qwest's territory. Qwest and WSP may then exchange traffic at the SPOP utilizing trunking as described following.

b. By utilizing SPOP in the LATA, WSP can deliver both Exchange Access (IntraLATA Toll Non-IXC) and Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic and Exchange Service EAS/Local traffic at Qwest's Access Tandem Switches. WSP can also utilize Qwest's behind the tandem infrastructure to terminate traffic to specific end offices. The SPOP is defined as the WSP's physical point of presence.

c. SPOP in the LATA includes an Entrance Facility (EF), Expanded Interconnect Channel Termination (EICT), or Mid Span Meet POI and Direct Trunked Transport (DTT) options available at both a DS1 and DS3 capacity.

d. Where there is a Qwest local tandem serving an end office that WSP intends to terminate traffic, the following conditions apply:

i. WSP may interconnect for the exchange of Qwest Local/EAS traffic at either the Qwest access tandem or the Qwest local tandem, at the WSP's option. When WSP is interconnected at the access tandem and where there would be a DS1's worth of local traffic (512 CCS) between WSP's switch and a Qwest local tandem or a Qwest end office subtending the Qwest access tandem, WSP will order a direct trunk group to that Qwest Local tandem or end office.

1. Qwest will allow interconnection for the exchange of Qwest local traffic at Qwest's access tandem without requiring interconnection at the local tandem, at least in those circumstances when traffic

volumes do not justify direct connection to the local tandem.

2. When a WSP has an NXX that subtends a local tandem, but the anticipated traffic to and from the NXX is less than 1 DS1s (512 CCS) worth of traffic, the WSP may choose to use the access tandem for local traffic in the circumstances described above in 1.3.1. The WSP will be required to submit an electronic letter on WSP letterhead to Qwest stating at which local tandems they will not interconnect. This letter should include, the local tandem CLLI(s) and the WSP specific NPA-NXXs for the local tandems. In addition, WSP will provide a revised electronic letter to Qwest of any changes in the network configuration or addition/deletions of NPA-NXXs of the aforementioned local tandems.
- ii. Connections to a Qwest local tandem may be two-way or one-way trunks. These trunks will carry Exchange Service EAS/Local traffic only.
- iii. A separate trunk group to the Qwest access tandem is necessary for the exchange of non-local Exchange Access (IntraLATA Toll Non-IXC) traffic and jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic.
- e. Where there is no Qwest local tandem serving a Qwest end office, WSP may choose from one of the following options:
 - i. A two-way WSP LIS trunk group to the Qwest access tandem for WSP traffic terminating to, originating from, or passing through the Qwest network that combines Exchange Service EAS/Local, Exchange Access (IntraLATA Toll Non-IXC) and Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic.

ii. A two-way WSP LIS trunk group to the Qwest access tandem for WSP Jointly Provided Switched Access (InterLATA and IntraLATA IXC) Traffic terminating to and originating from the IXC Feature Group (FG) A/B/D network through the Qwest network and an additional two-way trunk Group to the Qwest access tandem for the combined Exchange Service EAS/Local and Exchange Access (IntraLATA Toll Non-IXC) traffic terminating to, originating from, and transiting the Qwest network.

1. If the WSP uses two way trunking, Qwest will send all Exchange Service EAS/Local, Exchange Access (IntraLATA Toll Non-IXC) and Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic delivered To the Qwest access tandem on the same combined trunk.

iii. A one-way terminating WSP LIS trunk group to the Qwest access tandem for WSP traffic destined to or through the Qwest network that combines Exchange Service EAS/Local, Exchange Access (Intra LATA Toll Non-IXC) and Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic.

iv. WSP may utilize a one-way LIS trunk group to the Qwest access tandem for Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic terminating to the IXC FG A/B/D network through the Qwest Network, and an additional one-way trunk group to the Qwest access Tandem for the combined Exchange Service EAS/ Local, Exchange Access (IntraLATA Toll Non-IXC) traffic terminating to, originating from, and transiting the Qwest network.

1. If WSP orders either of the above one-way trunk options, Qwest will return the traffic via one combined Exchange Service EAS/ Local, and Exchange Access (IntraLATA Toll Non-IXC) trunk group.

- v. To the extent Qwest combines Exchange Service (EAS/Local), Exchange Access (IntraLATA Toll carried solely by Local Exchange Carriers), and Jointly Provided Switched Access (InterLATA and IntraLATA Calls exchanged with a third-party IXC) traffic on a single trunk group, Qwest, at WSP's request, will declare a percent local use factor (PLU). Such PLU(s) will be verifiable with either call summary records utilizing Calling Party Number information for jurisdictionalization or call detail samples. WSP should apportion per minute of use (MOU) charges appropriately.
- f. Qwest assumes WSP will be originating traffic destined for end users served by each Qwest access tandem in the LATA, therefore, WSP must order LIS trunking to each Qwest access tandem in the LATA to accommodate routing of this traffic. Additionally, when there is more than one Qwest access tandem within the LATA boundary, the WSP must order LIS trunking to each Qwest access tandem that serves its end-user customers' traffic to avoid call blocking. Alternatively, should the WSP accept the conditions as outlined in the SPOP Waiver (Appendix A), Trunking will not be required to each Qwest access tandem in a Multi-access tandem LATA. The WSP needs trunking to each local tandem where they have a customer base if not utilizing the option of interconnecting at the access tandem for local as described in 1.3.1. The 512 CCS rule and other direct trunking requirements will apply for direct trunking to Qwest end offices.
- g. If Direct Trunked Transport is greater than 50 miles in length, and existing facilities are not available in either Party's network, and the Parties cannot agree as to which Party will provide the facility, the Parties will construct facilities to a mid-point of the span.
- h. WSP will provide notification to all Co-Providers in the local calling areas of WSP's change in routing when the WSP chooses to route its traffic in accordance with Qwest's SPOP interconnection trunking.
- i. Ordering

i. SPOP in a LATA will be ordered based upon the standard ordering process for the type of facility chosen. See the Qwest Interconnection and Resale Resource Guide for further ordering information.

ii. WSP will issue ASR's denoting change activity for existing trunk groups converting to SPOP trunk groups in the same LATA.

iii. SPOP elements, such as EF; DTT; EICT; and multiplexing will be billed in accordance with the interconnection agreement (see Appendix A).

G. Interconnection Forecasting

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

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

H. Service Interruptions.

1. Standards and procedures for notification of trunk disconnects will be jointly developed by the Parties. Neither Party shall be expected to maintain active status for a trunk disconnected by the other Party for an extended or indefinite period of time. Collectively, the Parties will use their best good faith efforts to complete and agree on such plan.
2. The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not: 1) interfere with or impair service over any facilities of the other Party; its affiliated companies, or its connecting and concurring carriers involved in its services; 2) cause damage to their plant; 3) violate any applicable law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities; or 4) create hazards to the employees of either Party or to the public. Each of these requirements is hereinafter referred to as an "Impairment of Service".
3. If either Party causes an Impairment of Service, as set forth in this Section, the Party whose network or service is being impaired (the "Impaired Party") shall promptly notify the Party causing the Impairment of Service (the "Impairing Party") of the nature and location of the problem. The Impaired Party shall advise the Impairing Party that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of

Service. If the Impairing Party is unable to promptly remedy the Impairment of Service, the Impaired Party may temporarily discontinue use of the affected circuit, facility or equipment.

4. When Carrier reports trouble to Qwest and no trouble is found in Qwest equipment, Carrier will be responsible for payment of service maintenance charges as specified in Appendix A, for the period of time from when Qwest's personnel are dispatched to when Qwest work is completed. Failure of Qwest's personnel to find trouble in Qwest's service will not result in a charge if the trouble is actually in that service, but not discovered at that time. Conversely, if Qwest reports trouble to Carrier and no trouble is found in Carrier's equipment, Qwest will be responsible for payment of service maintenance charges for the period of time that Carrier's personnel are involved.

[Qwest proposes that the State Switched Access Tariff be applied in lieu of Appendix A in the above paragraph]

5. No out-of-service credit will apply for the interruption involved if the service maintenance charge applies as a result of the trouble not being in Qwest's equipment, but is, in fact, a result of a failure in the equipment or service of Carrier.
6. Each Party shall be solely responsible, and bear the expense, for the overall design of its services. Each Party shall also be responsible for any redesign or rearrangement of its services that may be required because of changes in facilities, operations or procedures, minimum network protection criteria, and operating or maintenance characteristics of the facilities.
7. To facilitate trouble reporting and to coordinate the repair of the service provided by each Party to the other under this Agreement, each Party shall designate a Repair Center for such service.
8. Each Party shall furnish a trouble reporting telephone number for the designated Repair Center. This number shall give access to the location where facility records are normally located and where current status reports on any trouble reports are readily available. Alternative out-of-hours procedures shall be established to ensure access to a location that is staffed and has the authority to initiate corrective action.
9. Before either Party reports a trouble condition, they shall use their best efforts to isolate the trouble to the other's facilities.

- a. In cases where a trouble condition affects a significant portion of the other's service, the Parties shall assign the same priority provided to other interconnecting carriers.
- b. The Parties shall cooperate in isolating trouble conditions.

VI. COLLOCATION

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

VII. UNBUNDLED ACCESS/ELEMENT

Qwest shall provide nondiscriminatory access to, and where appropriate, development of unbundled network elements pursuant to the Act in response to specific requests therefore, pursuant to the New Interconnection/Unbundled Element Request Process detailed in Section XVII of this Agreement.

[Qwest proposes the following language in lieu of above paragraph VII.]

Qwest shall provide nondiscriminatory access to the unbundled network elements included in 47CFR 51.319, and where appropriate, development of unbundled network elements pursuant to the Act in response to specific requests therefore, pursuant to the Bona Fide Request detailed in Section XVII of this Agreement. Should the parties wish to establish terms, conditions and rates for Unbundled Network Elements (UNEs), the parties will enter into a separate UNE amendment to this agreement.

OR

If Autotel subscribes to unbundled network elements, Qwest would propose using the Utah SGAT language for collocation, unbundled network elements, insurance and network security.

VIII. ANCILLARY SERVICES AND ARRANGEMENTS

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

IX. ACCESS TO OPERATIONAL SUPPORT SYSTEMS (OSS)

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

X. ACCESS TO TELEPHONE NUMBERS

Number Resources Arrangements.

1. Nothing in this Agreement shall be construed in any manner to limit or otherwise adversely impact either Party's right to the request and assignment of any NANP number resources including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines (last published by the Industry Numbering Committee ("INC") as INC 95-0407-008, Revision 4/19/96, formerly ICCF 93-0729-010).
2. To the extent Qwest serves as Central Office Code Administrator for a given region, Qwest will support all CMRS requests related to central office (NXX) code administration and assignments in the manner required and consistent with the Central Office Code Assignment Guidelines. In each location where Carrier establishes a POC for a Wireless interconnection Carrier may be assigned separate NXX codes to be contained at either Carrier's POC or MSC.
3. The Parties will comply with code administration requirements as prescribed by the Federal Communications Commission, the Commission, and accepted industry guidelines.
4. It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the Local Exchange Routing Guide (LERG) guidelines to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities. The Parties will cooperate to establish procedures to ensure the timely activation of NXX assignments in their respective networks.
5. Each Party shall be responsible for notifying its customers of any changes in numbering or dialing arrangements to include changes such as the introduction of new NPAs or new NXX codes.
6. Until an impartial entity is appointed to administer telecommunications numbering and to make such numbers

available on an equitable basis, Qwest will assign NXX codes to CMRS in accordance with national guidelines at no charge.

7. Each Party is responsible for administering NXX codes assigned to it. Each Party is responsible for obtaining Local Exchange Routing Guide (“LERG”) listings of CLLI codes assigned to its switches. Each party shall use the LERG published by Bellcore or its successor for obtaining routing information and shall provide all required information to Bellcore for maintaining the LERG in a timely manner. Both Parties will make all reasonable efforts to conserve numbers.

XI. CALL COMPLETION FROM QWEST OPERATORS

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

XII. QWEST DEX ISSUES

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

XIII. ACCESS TO DATABASES

In accordance with Section 271 of the Act, QWEST shall provide Carrier with interfaces to access Qwest’s databases and associated signaling necessary for the routing and completion of Carrier traffic. Except where otherwise specified, access to such databases, and the appropriate interfaces, shall be made available to Carrier via a Network Interconnection and Unbundled Element Request.

XIV. NOTICE OF CHANGES

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

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

XV. REFERRAL ANNOUNCEMENT

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

XVI. NETWORK INTERCONNECTION AND UNBUNDLED ELEMENT REQUEST

- A. Any request for interconnection or access to an unbundled Network Element that is not already available as described herein shall be treated as a Network Interconnection and Unbundled Element Request (NIUER). Qwest shall use the NIUER Process to determine technical feasibility of the requested interconnection or Network Elements and, for those items found to be feasible, to provide the terms and timetable for providing the requested items.
- B. A NIUER shall be submitted in writing and shall, at a minimum, include: (a) a technical description of each requested Network Element or interconnection; (b) the desired interface specification; (c) each requested type of interconnection or access; (d) a statement that the interconnection or Network Element will be used to provide a telecommunications service; and (e) the quantity requested, (f) the specific location requested.
- C. Within 15 business days of its receipt, Qwest shall acknowledge receipt of the NIUER and in such acknowledgment advise Carrier of any missing information, if any, necessary to process the NIUER. Thereafter, Qwest shall promptly advise Carrier of the need for any additional information that will facilitate the analysis of the NIUER.
- D. Within 30 calendar days of its receipt of the NIUER and all information necessary to process it, QWEST shall provide to Carrier a preliminary analysis of the NIUER. The preliminary analysis shall specify: (a) Qwest's conclusions as to whether or not the requested interconnection or access to an unbundled Network Element is technically feasible; and (b) any objections to qualification of the requested Network Element or interconnection under the Act.
 1. If Qwest determines during the 30 day period that a NIUER is not technically feasible or that the NIUER otherwise does not qualify as

- a Network Element or Interconnection that is required to be provided under the Act, Qwest shall advise Carrier as soon as reasonably possible of that fact, and Qwest shall promptly, but in no case later than ten days after making such a determination, provide a written report setting forth the basis for its conclusion.
2. If Qwest determines during the thirty day period that the NIUER is technically feasible and otherwise qualifies under the Act, it shall notify Carrier in writing of such determination within ten days.
 3. As soon as feasible, but in any case within 90 days after Qwest notifies Carrier that the NIUER is technically feasible, Qwest shall provide to Carrier a NIUER quote which will include, at a minimum, a description of each interconnection and Network Element, the quantity to be provided, any interface specifications, and the applicable rates (recurring and nonrecurring) including the separately stated amortized development costs of the interconnection or the network elements and any minimum volume and term commitments required to achieve amortization of development costs. An initial payment for development cost is appropriate only where Carrier is the only conceivable customer or where requested quantity is insufficient to provide amortization.
- E. If Qwest has indicated minimum volume and term commitments, then within 30 days of its receipt of the NIUER quote, Carrier must either agree to purchase under those commitments, cancel its NIUER, or seek mediation or arbitration.
- F. If Carrier has agreed to minimum volume and term commitments under the preceding paragraph, Carrier may cancel the NIUER or volume and term commitment at any time, but in the event of such cancellation Carrier will pay Qwest's reasonable development costs incurred in providing the interconnection or network element, to the extent that those development costs are not otherwise amortized.
- G. If either Party believes that the other Party is not requesting, negotiating or processing any NIUER in good faith, or disputes a determination, or quoted price or cost, it may seek arbitration or mediation under §252 of the Act. Carrier is not required to use this section as the exclusive method of seeking access to interconnection or Network Elements.

[Qwest proposes the following language in lieu of paragraph XVI above]

XVI. BONA FIDE REQUEST PROCESS

- A. Any request for Interconnection or access to an Unbundled Network Element or Ancillary service that is not already available as**

described in other sections of this Agreement or any other Interconnection Agreement, Tariff or otherwise defined by Qwest as a product or service shall be treated as a Bona Fide Request (BFR). Qwest shall use the BFR Process to determine the terms and timetable for providing the requested Interconnection, access to UNEs or Ancillary services and the technical feasibility of new/different points of Interconnection. Qwest will administer the BFR Process in a non-discriminatory manner.

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

1. a technical description of each requested Network Element or new/different points of Interconnection or Ancillary services;

2. the desired interface specification;

3. each requested type of Interconnection or access;

4. a statement that the Interconnection or Network Element or Ancillary service will be used to provide a Telecommunications Service;

5. the quantity requested;

6. the specific location requested;

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

D. Within twenty-one (21) calendar Days of its receipt of the BFR and all information necessary to process it, Qwest shall provide to [WSP] an analysis of the BFR. The preliminary analysis shall specify Qwest's

conclusions as to whether or not the requested Interconnection or access to an Unbundled Network Element complies with the unbundling requirements of the Act or state law.

- E. If Qwest determines during the twenty-one (21) Day period that a BFR does not qualify as an Unbundled Network Element or Interconnection or Ancillary service that is required to be provided under the Act or state law, Qwest shall advise [WSP] as soon as reasonably possible of that fact, and Qwest shall promptly, but in no case later than the twenty-one Day period, provide a written report setting forth the basis for its conclusion.
- F. If Qwest determines during such twenty-one (21) Day period that the BFR qualifies under the Act or state law, it shall notify [WSP] in writing of such determination within ten (10) calendar Days, but in no case later than the end of such twenty-one (21) Day period.
- G. As soon as feasible, but in any case within forty-five (45) calendar Days after Qwest notifies [WSP] that the BFR qualifies under the Act, Qwest shall provide to [WSP] a BFR quote. The BFR quote will include, at a minimum, a description of each Interconnection, Network Element, and Ancillary service, the quantity to be provided, any interface specifications, and the applicable rates (recurring and nonrecurring) including the separately stated development costs and construction charges of the Interconnection, Unbundled Network Element or Ancillary service and any minimum volume and term commitments required, and the timeframes the request will be provisioned.
- H. A [WSP] has sixty (60) business Days upon receipt of the BFR quote, to either agree to purchase under the quoted price, or cancel its BFR.
- I. If [WSP] has agreed to minimum volume and term commitments under the preceding paragraph, [WSP] may cancel the BFR or volume and term commitment at any time but may be subject to termination liability assessment or minimum period charges.
- J. If either Party believes that the other Party is not requesting, negotiating or processing any BFR in good faith, or disputes a determination or quoted price or cost, it may invoke the Dispute Resolution provision of this Agreement.
- K. All time intervals within which a response is required from one Party to another under this Section are maximum time intervals. Each Party agrees that it will provide all responses to the other Party as

soon as the Party has the information and analysis required to respond, even if the time interval stated herein for a response is not over.

- L. In the event [WSP] has submitted a Request for an Interconnection, Unbundled Network Elements or any combinations thereof, or Ancillary services and Qwest determines in accordance with the provisions of this section that the request is Technically Feasible, subsequent requests or orders for substantially similar types of Interconnection, Unbundled Network Elements or combinations thereof or Ancillary services by that [WSP] shall not be subject to the BFR process. To the extent Qwest has deployed or denied a substantially similar Interconnection, Unbundled Network Elements or combinations thereof or Ancillary services under a previous BFR, a subsequent BFR shall not be required and the BFR application fee shall be refunded immediately. ICB pricing and intervals will still apply for requests that are not yet standard offerings. For purposes of this section, a "substantially similar" request shall be one with substantially similar characteristics to a previous request with respect to the information provided pursuant to subsections of above. The burden of proof is upon Qwest to prove the BFR is not substantially similar to a previous BFR.
- M. The total cost charged to [WSP] shall not exceed the BFR quoted price.
- N. Upon request, Qwest shall provide [WSP] with Qwest's supporting cost data and/or studies for the Interconnection, Unbundled Network Element or Ancillary service that [WSP] wishes to order within seven (7) business Days, except where Qwest cannot obtain a release from its vendors within seven (7) business Days, in which case Qwest will make the data available as soon as Qwest receives the vendor release. Such cost data shall be treated as Confidential Information, if requested by Qwest under the non-disclosure sections of this Agreement.
- O. Qwest shall make available a topical list of the BFRs that it has received with [WSP]s under this Agreement. The description of each item on that list shall be sufficient to allow [WSP] to understand the general nature of the product, service, or combination thereof that has been requested and a summary of the disposition of the request as soon as it is made. Qwest shall also be required upon the request of [WSP] to provide sufficient details about the terms and conditions of any granted requests to allow [WSP] to elect to take the same offering under substantially identical circumstances. Qwest shall not be required to provide information about the request initially

made by [WSP] whose BFR was granted, but must make available the same kinds of information about what it offered in response to the BFR as it does for other products or services available under this Agreement. [WSP] shall be entitled to the same offering terms and conditions made under any granted BFR, provided that Qwest may require the use of ICB pricing where it makes a demonstration to [WSP] of the need therefore.

XVII. AUDIT PROCESS

- A. "Audit" shall mean the comprehensive review of:
1. Data used in the billing process for services performed and facilities provided under this Agreement; and
 2. Data relevant to provisioning and maintenance for services performed or facilities provided by either of the Parties for itself or others that are similar to the services performed or facilities provided under this Agreement for interconnection or access to unbundled elements.
- B. The data referred to in subsection A.2., above, shall be relevant to any performance standards that are adopted in connection with this Agreement, through negotiation, arbitration or otherwise.

This Audit shall take place under the following conditions:

1. Either Party may request to perform an Audit.
2. The Audit shall occur upon 30 business days written notice by the requesting Party to the non-requesting Party.
3. The Audit shall occur during normal business hours.
4. There shall be no more than one Audit requested by each Party under this Agreement in any 12-month period.
5. The requesting Party may review the non-requesting Party's records, books and documents, as may reasonably contain information relevant to the operation of this Agreement.
6. The location of the Audit shall be the location where the requested records, books and documents are retained in the normal course of business.

7. All transactions under this Agreement which are over 24 months old will be considered accepted and no longer subject to Audit.
 8. Each Party shall bear its own expenses occasioned by the Audit, provided that the expense of any special data collection shall be born by the requesting Party.
 9. The Party requesting the Audit may request that an Audit be conducted by a mutually agreed-to independent auditor. Under this circumstance, the costs of the independent auditor shall be paid for by the Party requesting the Audit.
 10. In the event that the non-requesting Party requests that the Audit be performed by an independent auditor, the Parties shall mutually agree to the selection of the independent auditor. Under this circumstance, the costs of the independent auditor shall be shared equally by the Parties.
 11. The Parties agree that if an Audit discloses error(s), the Party responsible for the error(s) shall, in a timely manner, undertake corrective action for such error(s).
- C. All information received or reviewed by the requesting Party or the independent auditor in connection with the Audit is to be considered Proprietary Information as defined by this Agreement. The non-requesting Party reserves the right to require any non-employee who is involved directly or indirectly in any Audit or the resolution of its findings as described above to execute a nondisclosure agreement satisfactory to the non-requesting Party. To the extent an Audit involves access to information of other competitors, Carrier and Qwest will aggregate such competitors' data before release to the other Party, to insure the protection of the proprietary nature of information of other competitors. To the extent a competitor is an affiliate of the Party being audited (including itself and its subsidiaries), the Parties shall be allowed to examine such affiliates' disaggregated data, as required by reasonable needs of the audit.

XVIII. AUDIOTEXT AND MASS ANNOUNCEMENT SERVICES

- A. The Parties agree that access to the audiotext, mass announcement and information services of each Party should be made available to the other Party upon execution of an agreement defining terms for billing and compensation of such calls. Services included in this category include 976 calls, whether flat rated or usage sensitive, intra-LATA 900 services and other intra-LATA 976-like services. Such calls will be routed over the Ancillary Trunks.

- B. Carrier and Qwest will work together in good faith to negotiate and execute the agreement for billing and compensation for these services within 90 days of the execution of this Agreement. The Parties agree that their separate agreement on audiotext and mass announcement services will include details concerning the creation, exchange and rating of records, all of which will occur without any explicit charge between the Parties, as well as a process for the handling of uncollectables so that the originating Party does not have any responsibility for uncollectables.
- C. Until such time that such an agreement is executed, Carrier may choose to block such calls, or Carrier will agree to back-bill and compensate retroactively for such calls once the subsequent agreement is executed retroactive to the effective date of this Agreement.

- 1. Usage Sensitive Compensation.

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

- 2. Billing and Collection Compensation.

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

XIX. LOCAL INTERCONNECTION DATA EXCHANGE FOR BILLING

- A. There are certain types of calls or types of interconnection that require exchange of billing records between the Parties, including, for example, alternate billed and Toll Free Service calls. The Parties agree that all call types must be routed between the networks, accounted for, and settled among the parties. Certain calls will be handled via the Parties' respective operator service platforms. The Parties agree to utilize, where possible and appropriate, existing accounting and settlement systems to bill, exchange records and settle revenue.
- B. The exchange of billing records for alternate billed calls (e.g., calling card, bill-to-third number, and collect) will be distributed through the existing CMDS processes, unless otherwise separately agreed to by the Parties.

- C. Inter-Company Settlements ("ICS") revenues will be settled through the Calling Card and Third Number Settlement System ("CATS"). Each Party will provide for its own arrangements for participation in the CATS processes, through direct participation or a hosting arrangement with a direct participant.
- D. Non-ICS revenue is defined as collect calls, calling card calls, and billed to third number calls which originate on one service provider's network and terminate on another service provider's network in the same Local Access Transport Area ("LATA"). The Parties agree to negotiate and execute an Agreement within 30 days of the execution of this Agreement for settlement of non-ICS revenue. This separate arrangement is necessary since existing CATS processes do not permit the use of CATS for non-ICS revenue. The Parties agree that the CMDS system can be used to transport the call records for this traffic.
- E. Both Parties will provide the appropriate call records to the intraLATA Toll Free Service Provider, thus permitting the Service Provider to bill its subscribers for the inbound Toll Free Service. No adjustments to bills via tapes, disks or NDM will be made without the mutual agreement of the Parties.

XX. CONSTRUCTION CHARGES

- A. All rates, charges and initial service periods specified in this Agreement contemplate the provision of network interconnection services and access to unbundled loops to the extent existing facilities are available.
- B. Modifications to Qwest's existing facilities necessary to accommodate Carrier's requests for interconnection, access to unbundled loops and the exchange of traffic will be made at Qwest's expense.
- C. New facilities will be jointly engineered. Both Parties will quote the job. The Party with the lowest cost will be responsible for the work.
- D. Qwest will be responsible for 50% of the cost or the cost to the exchange boundary, whichever is less. Carrier will be responsible for 50% of the cost or the cost to the exchange boundary, whichever is greater.

[Qwest proposes the following language in lieu of paragraph XX above]

XX. CONSTRUCTION CHARGES

- A. All rates, charges and initial service periods specified in this Agreement contemplate the provision of network Interconnection services and access to Unbundled Loops or ancillary services to the**

extent existing facilities are available. Except for modifications to existing facilities necessary to accommodate Interconnection and access to Unbundled Loops or ancillary services specifically provided for in this Agreement, Qwest will consider requests to build additional or further facilities for network Interconnection and access to Unbundled Loops or ancillary services.

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

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

D. In the event a construction charge is applicable, Autotel's service Application Date will become the date upon which Qwest receives the required payment.

XXI. SERVICE STANDARDS

A. Definitions

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

1. "Specified Performance Commitment" means the commitment by Qwest to meet the Performance Criteria for any Specified Activity during the Specified Review Period.
2. "Specified Activity" means any of the following activities:
 - a. Installation Activities -- apply to resold services, unbundled loops, unbundled switching, and interim number portability:
 - i. Installation Intervals Offered (measured from application date to original due date);
 - ii. Installation Commitments Met;

- iii. Installation Reports within 7 days (percent of reports per total of new, to or change orders).
 - b. Repair Activities -- apply to resold service, unbundled loops, unbundled switching, and interim number portability:
 - i. Out of Service Cleared in Less Than 24 Hours (percent of total out of service reports);
 - ii. Report Rate per 100 Access Lines;
 - iii. Repair Commitments Met;
 - iv. Out of Service and Service Affecting Cleared in Less than 48 Hours;
 - v. Repair Repeat Reports within 30 Days (Percent of Repeats per 100 Access Lines).
 - c. Trunking Activities -- includes interconnection trunks:
 - i. Defects per 1 Million Calls (Dedicated Facilities/Trunkside only).
- 3. "Performance Criteria" means, with respect to a Specified Review Period (i.e., a calendar month or quarter), the performance by Qwest for the specified activities for Carrier will meet or exceed the average performance by Qwest for the total universe of specified activities.
- B. Failure to Meet the Performance Criteria. If during a Specified Review Period, Qwest fails to meet the performance criteria, Qwest will use its best efforts to meet the Performance Criteria for the next Specified Review Period. If Qwest fails to meet the performance criteria for two consecutive periods, the Parties agree, in good faith, to attempt to resolve such issues through negotiation or non-binding arbitration. This paragraph shall not be construed to waive either Party's right to seek legal or regulatory intervention as provided by state or federal law. Carrier may seek regulatory or other legal relief including requests for specific performance of Qwest's obligations under this Agreement.
- C. Limitations. Qwest's failure to meet or exceed the Performance Criteria cannot be as a result, directly or indirectly, of a Delaying Event. A "Delaying Event" means (a) a failure by Carrier to perform any of its obligations set forth in this Agreement, (b) any delay, act or failure to act by a Customer, agent or subcontractor of Carrier or (c) any Force Majeure

Event. If a Delaying Event prevents Qwest from performing a Specified Activity, then such Specified Activity shall be excluded from the calculation of Qwest's compliance with the Performance Criteria.

- D. Records. Qwest shall maintain complete and accurate records, for the Specified Review Period of its performance under this Agreement for each Specified Activity and its compliance with the Performance Criteria. Qwest shall provide to Carrier such records in a self-reporting format. The parties agree that such records shall be deemed "Proprietary Information".
- E. Cost Recovery. Qwest reserves the right to recover the costs associated with the creation of the above reports and standards through a future proceeding before a regulatory body. Such a proceeding may address a wide range of implementation costs not otherwise recovered through charges established herein.

XXII. MISCELLANEOUS TERMS

A. General Provisions

1. Each Party is individually responsible to provide facilities within its network which are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in the standard format compatible with the other Party's network and to terminate the traffic it receives in that standard format or the proper address on its network. Such facility shall be designed based upon the description and forecasts provided under this Agreement. The Parties are each solely responsible for participation in and compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan.
2. Neither Party shall use any service related to or use any of the services provided in this Agreement in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other carriers or to either Party's Customers, and each Party may discontinue or refuse service if the other Party violates this provision. Upon such violation, either Party shall provide the other Party notice of such violation, if practicable, at the earliest practicable time.
3. Each Party is solely responsible for the services it provides to its Customers and to other Telecommunications Carriers.

4. The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.

B. Term of Agreement

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

C. Most Favored Nation Terms and Treatment

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

D. Payment

1. Amounts payable under this Agreement are due and payable within thirty (30) days after the date of invoice. Billing and collection of usage charges by Carrier from its customers shall have no bearing on the amount or timeliness of Carrier's payment obligation to Qwest. Qwest is solely responsible for making all payments due to Carrier under this Agreement and the billing and collection of usage charged by Qwest from its customers shall have no bearing on the amount or timeliness of its credit obligations to Carrier.

[Qwest proposes the following language in lieu of paragraph D(1) above]

D. Payment:

1. Amounts payable under this Agreement are due and payable within thirty (30) days after the date of invoice. Billing and collection of usage charges by either Party from its customers shall have no bearing on the amount or timeliness of either Party's payment obligation to the other Party. Qwest is solely responsible for making all Reciprocal Compensation Credits due to [WSP] under this agreement unless the Parties mutually agree to another method of payment during the term of this Agreement.
2. Unless otherwise specified in this Agreement, any amount due and not paid by the due date stated above shall be subject to the late payment factor of the Intrastate Access Service Tariffs, General Regulations for the state in which the Service is rendered.
3. Should either Party dispute any portion of the monthly billing under this Agreement, that Party will notify the other Party in writing within thirty (30) days of the receipt of such billing, identifying the amount and details of such dispute. The Parties shall pay all undisputed amounts due. The Parties agree to expedite the investigation of any disputed amounts in an effort to resolve and settle the dispute prior to initiating any other rights or remedies. Should the dispute be found in Carrier's favor, Qwest will reimburse Carrier the resolved amount plus interest from the date of payment at the late payment factor of the Intrastate Access Service Tariffs, General Regulations for the state in which the service is rendered.
4. If Carrier is repeatedly delinquent in making its payments, Qwest may, in its sole discretion, require a deposit to be held as security for the payment of charges. "Repeatedly delinquent" means being thirty (30) days or more delinquent for three (3) consecutive months. The deposit may not exceed the estimated total monthly charges for a two (2) month period. The deposit may be a cash deposit, a letter of credit with terms and conditions acceptable to Qwest in its sole discretion, or some other form of mutually acceptable security.
5. Interest will be paid on cash deposits at the rate applying to deposits under applicable Commission rules, regulations, or tariffs. Cash deposits and accrued interest will be credited to Carrier's account or refunded, as appropriate, upon the earlier of the termination of this Agreement or one full year of timely payments in full by Carrier. The fact that a deposit has been made does not relieve Carrier from any requirements of this Agreement.

E. Taxes

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

F. Force Majeure

Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (collectively, a "Force Majeure Event"). In the event of a labor dispute or strike the Parties agree to provide service to each other at a level equivalent to the level they provide themselves.

G. Limitation of Liability

1. Each Party shall be liable to the other for direct damages for any loss, defect or equipment failure resulting from the causing Party's conduct or the conduct of its agents or contractors in performing the obligations contained in this Agreement.
2. Neither Party shall be liable to the other under this Agreement for indirect, incidental, consequential, or special damages, including (without limitation) damages for lost profits, lost revenues, lost savings suffered by the other Party regardless of the form of action, whether in contract, warranty, strict liability, tort, including (without limitation) negligence of any kind and regardless of whether the Parties know the possibility that such damages could result.

3. Nothing contained in this Section shall limit either Party's liability to the other for willful or intentional misconduct, including its gross negligence, or its repeated breach of any one or more of its material obligations under this agreement.
4. Nothing contained in this Section shall limit either Party's obligations of indemnification as specified in the Indemnity Section of this Agreement.

H. Indemnity

1. With respect to third party claims, each of the Parties agrees to release, indemnify, defend and hold harmless the other Party and each of its officers, directors, employees and agents (each an "Indemnitee") from and against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or unknown, liquidated or unliquidated including, but not limited to, costs and attorneys' fees, whether suffered, made, instituted, or asserted by any other party or person, for invasion of privacy, personal injury to or death of any person or persons, or for loss, damage to, or destruction of property, whether or not owned by others, resulting from the indemnifying Party's performance, breach of Applicable Law, or status of its employees, agents and subcontractors; or for failure to perform under this Agreement, regardless of the form of action.
2. The indemnification provided herein shall be conditioned upon:
 - a. The indemnified Party shall promptly notify the indemnifying Party of any action taken against the indemnified Party relating to the indemnification. Failure to so notify the indemnifying Party shall not relieve the indemnifying Party of any liability that the indemnifying Party might have, except to the extent that such failure prejudices the indemnifying Party's ability to defend such claim.
 - b. The indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the indemnified Party may engage separate legal counsel only at its sole cost and expense.
 - c. In no event shall the indemnifying Party settle or consent to any judgment pertaining to any such action without the prior written consent of the indemnified Party.

I. Intellectual Property

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

5. Notwithstanding the above, unless otherwise prohibited by Qwest pursuant to an applicable provision herein, Carrier may use the phrase "Carrier is a reseller of Qwest Communications services" (the "Authorized Phrase") in Carrier's printed materials provided:
 - a. The Authorized Phrase is not used in connection with any goods or services other than Qwest services resold by Carrier.
 - b. Carrier's use of the Authorized Phrase does not, in Qwest's sole discretion, cause customers to believe that Carrier is Qwest.
 - c. The Authorized Phrase, when displayed, appears only in text form (Carrier may not use the Qwest logo) with all letters being the same font and point size. The point size of the Authorized Phrase shall be no greater than one fourth the point size of the smallest use of Carrier's name and in no even shall exceed 8 point size.
 - d. Carrier shall provide all printed materials to Qwest for its prior written approval.
 - e. If Qwest determines that Carrier's use of the Authorized Phrase causes customer confusion, Qwest may in its sole discretion, immediately terminate Carrier's right to use the Authorized Phrase.
 - f. Upon termination of the Carrier's right to use the Authorized Phrase or termination of this Agreement, all permission or right to use the Authorized Phrase shall immediately cease to exist and Carrier shall immediately cease any and all such use of the Authorized Phrase. Carrier shall either promptly return to QWEST or destroy all materials in its possession or control displaying the Authorized Phrase.
6. Carrier acknowledges the value of the marks "Qwest" and "Qwest Communications" (the "Marks") and the goodwill associated therewith and acknowledges that such goodwill is a property right belonging to Qwest, Inc. and Qwest respectively (the "Owners"). Carrier recognizes that nothing contained in this Agreement is intended as an assignment or grant to Carrier of any right, title or interest in or to the Marks and that this Agreement does not confer any right or license to grant sublicenses or permission to third parties to use the Marks and is not assignable. Carrier will do

nothing inconsistent with the Owner's ownership of the Marks, and all rights, if any, that may be acquired by use of the Marks shall inure to the benefit of the Owners. Carrier will not adopt, use (other than as authorized herein,) register or seek to register any mark anywhere in the world which is identical or confusingly similar to the Marks or which is so similar thereto as to constitute a deceptive colorable imitation thereof or to suggest or imply some association, sponsorship, or endorsement by the Owners. The Owners make no warranties regarding ownership of any rights in or the validity of the Marks.

J. Warranties

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

K. Assignment

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

L. Default

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

M. Disclaimer of Agency

Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

N. Severability

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

O. Nondisclosure

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

2. Upon request by the disclosing Party, the receiving Party shall return all tangible copies of Proprietary Information, whether written, graphic or otherwise, except that the receiving Party may retain one copy for archival purposes.
3. Each Party shall keep all of the other Party's Proprietary Information confidential and shall use the other Party's Proprietary Information only in connection with this Agreement. Neither Party shall use the other Party's Proprietary Information for any other purpose except upon such terms and conditions as may be agreed upon between the Parties in writing.
4. Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Proprietary Information as:
 - a. was at the time of receipt already known to the receiving Party free of any obligation to keep it confidential evidenced by written records prepared prior to delivery by the disclosing Party; or
 - b. is or becomes publicly known through no wrongful act of the receiving Party; or
 - c. is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation to the disclosing Party with respect to such information; or
 - d. is independently developed by an employee, agent, or contractor of the receiving Party which individual is not involved in any manner with the provision of services pursuant to the Agreement and does not have any direct or indirect access to the Proprietary Information; or
 - e. is disclosed to a third person by the disclosing Party without similar restrictions on such third person's rights; or
 - f. is approved for release by written authorization of the disclosing Party; or
 - g. is required to be made public by the receiving Party pursuant to applicable law or regulation provided that the receiving Party shall give sufficient notice of the requirement to the disclosing Party to enable the disclosing Party to seek protective orders.

5. Notwithstanding the foregoing, the Parties acknowledge that certain Proprietary Information relating to usage and traffic termination data may be released, without the consent of the disclosing Party, to any third party carrier (i.e., ILEC, CLEC, or IXC) which terminates traffic on its network originated by Carrier's subscriber and transited through Qwest's network. The release shall be conditioned upon Qwest having a similar non-disclosure agreement with that third party carrier.
6. **Effective Date Of This Section.** Notwithstanding any other provision of this Agreement, the Proprietary Information provisions of this Agreement shall apply to all information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the date of this Agreement.

P. Survival

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

Q. Dispute Resolution

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

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

R. Controlling Law

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

S. Joint Work Product

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

T. Responsibility for Environmental Contamination

Neither Party shall be liable to the other for any costs whatsoever resulting from the presence or release of any environmental hazard that either Party did not introduce to the affected work location. Both Parties shall defend and hold harmless the other, its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from (i) any environmental hazard that the indemnifying party, its contractors or agents introduce to the work locations or (ii) the presence or release of any environmental hazard for which the indemnifying party is responsible under applicable law.

U. Notices

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

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

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

Phone: 541-389-5286, Fax: 541-389-9856

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

V. Responsibility of Each Party

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

W. No Third Party Beneficiaries

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

X. Referenced Documents

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

Y. Publicity and Advertising

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

Z. Amendment

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

AA. Executed in Counterparts

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

BB. Headings of No Force or Effect

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

CC. Cancellation Charges

Except as provided pursuant to a Network Element Network Interconnection and Unbundled Element Request, or as otherwise provided in any applicable tariff or contract referenced herein, no cancellation charges shall apply.

DD. Regulatory Approval

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

EE. Compliance

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

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

Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with CALEA. Each party shall indemnify and hold the other Party harmless from any and all penalties imposed upon the other Party for such noncompliance and shall at the non-compliant Party’s sole cost and expense, modify or replace any equipment, facilities or services provided

to the other Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA.

GG. Entire Agreement

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

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

Autotel *

Qwest Corporation*

Signature

Signature

Name Printed/Typed

Name Printed/Typed

Title

Title

Date

Date



[Qwest proposed the following rates for interconnection be included as Appendix A]

**Appendix A
Rates**

			Local Billing Type
			Bill and Keep
	Recurring Fixed	Recurring	Non Recurring
TYPE 2			
Interconnection Facility			
Entrance Facilities			
DS1, Including Electronics at Customer Premises	\$46.28	\$7.28	\$95.88
Disconnect			\$24.70
DS3	\$178.87	\$47.97	\$123.85
Disconnect			\$47.83
	Recurring Fixed	Recurring Per Mile	
Dedicated Transport			
DS1			
Over 0 to 8 Miles	\$27.91	\$1.58	
Over 8 to 25 Miles	\$28.81	\$2.69	
Over 25 to 50 Miles	\$28.77	\$1.20	
Over 50 Miles	\$28.99	\$0.85	
DS3			
Over 0 to 8 Miles	\$178.87	\$47.97	
Over 8 to 25 Miles	\$181.76	\$15.07	
Over 25 to 50 Miles	\$166.58	\$18.68	

Over 50 Miles	\$176.49	\$12.91	
Multiplexing			
DS3 to DS1		\$192.25	\$76.72
Disconnect			\$29.27
DS1 to DS0		\$151.43	\$322.77
Trunk Nonrecurring Charges			
DS1 Interface, First Trunk			
First Trunk			\$94.96
Disconnect			\$43.33
Each Additional Trunk			\$2.49
Disconnect			\$0.76
DS3 Interface, First Trunk			
First Trunk			\$97.86
Disconnect			\$44.17
Each Additional Trunk			\$5.40
Disconnect			\$1.60
DS1 Trunk Rearrangement			
First Trunk			\$183.17
Each Additional Trunk			\$3.06
DS3 Trunk Rearrangement			
First Trunk			\$186.68
Each Additional Trunk			\$6.58
Trunk Routing Change - Per Type 2 Trunk Group			

	2A Direct Final to Alternate Final			\$76.86
	Type 2 Routing Translation Change			\$76.86
EAS/Local and Local Calling Area Traffic				
	End Office Call Termination, per MOU			
	Urban		\$0.001427	
	Suburban		\$0.001654	
	Rural		\$0.001798	
	Tandem Switched Transport			
	Tandem Switching, per MOU			
	Urban		\$0.000693	
	Suburban		\$0.000671	
	Rural		\$0.000694	
		Recurring Fixed	Recurring Per Mile	
	Tandem Transmission			
	Over 0 to 8 Miles	\$0.000417	\$0.0000764	
	Over 8 to 25 Miles	\$0.000416	\$0.0000235	
	Over 25 to 50 Miles	\$0.000418	\$0.0000109	
	Over 50 Miles	\$0.000393	\$0.0000038	
			Recurring	Non Recurring
	Transit Traffic			
	Local Transit	See Tandem Switching and Tandem Transmission Rates Above.		

	Local Transit Assumed Mileage	8	Miles	
	IntraLATA Toll Transit		\$0.0027450	
NonLocal Traffic		Qwest FCC Switched Access Tariff		
Miscellaneous Charges				
	Expedite Charge	Qwest's Utah Access Service Tariff		
	Cancellation Charge	Qwest's Utah Access Service Tariff		
	Additional Testing	Qwest's Utah Access Service Tariff		
	Construction Charges		ICB	ICE
Bona Fide Request Process				
	Processing Fee			\$1,322.42
		Recurring Fixed	Recurring	Non Recurring
TYPE 1				
Interconnection Facility				
	Analog loop			
	2 Wire Channels - one way		\$29.78	\$271.77
	4 Wire channels		\$71.50	\$271.77
	Entrance Facility			
	DS1 Including electronics at customer premise	\$46.28	\$7.28	\$95.88
	Disconnect			\$24.70
Connectivity				

First Trunk			\$91.19
Disconnect			\$36.38
Each Additional Trunk			\$91.19
Disconnect			\$36.38
DS1 Interface			
First Trunk			\$94.96
Disconnect			\$43.33
Each Additional Trunk			\$2.49
Disconnect			\$0.76
DS1 Trunk Rearrangement			
First Trunk			\$183.17
Each Additional Trunk			\$3.06
EAS/Local and Local Calling Area Traffic			
End Office Call Termination, per MOU			
Urban		\$0.001427	
Suburban		\$0.001654	
Rural		\$0.001798	
Tandem Switched Transport			
Tandem Switching, per MOU			
Urban		\$0.000693	
Suburban		\$0.000671	
Rural		\$0.000694	
Tandem Transmission			
Over 0 to 8 Miles	\$0.000417	per mile	\$0.0000764
Over 8 to 25 Miles	\$0.000416		\$0.0000235
Over 25 to 50 Miles	\$0.000418		\$0.0000109
Over 50 Miles	\$0.000393		\$0.0000038

**APPENDIX B
ENGINEERING REQUIREMENTS
TRUNK FORECAST FORMS**

**INTERCONNECTION CHECKLIST
MEET POINT**

DATE OF MEETING:

Interconnector Information

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

Equipment

Manufacture/ model#	Quantity	

Cable Makeup

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

Service Requirements

	Year 1	Year 2	Year 3
DS3			
DS1			

Remarks:

Please attach a sketch of the requested meet point arrangement:

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

Interconnector Information

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

Service Requirements

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

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

Remarks:

Please attach a sketch of the agreed upon meet point arrangement

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

Legal Entity: _____

Effective Date _____

Type 2A

Carrier's POC:

Qwest's Serving Wire Center:

V = _____ H = _____

V = _____ H = _____

CLLI Code: _____

CLLI Code: _____

NXX _____

SERVING ARRANGEMENT:

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

Qwest Local CLLI

Qwest Ancillary CLLI

Qwest Non-Local Traffic CLLI

Type of TRUNKS

Type of TRUNKS

Type of Trunks

Local Calling Area Information - City & State

BILLING INFORMATION:

Actual Billing _____
Minutes of Use _

1997 Estimate Billing _____ Assumed

Zone 1 ___ 2 ___ 3 ___

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

DEDICATED TRANSPORT:

Number of miles to Local Tandem _____

Number of miles to Access Tandem _____

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

Access Tandem CLLI Code _____ Ancillary End Office
CLLI Code_____

APPENDIX D
SINGLE POINT OF PRESENCE WAIVER

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

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

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

Should this traffic occur, the Parties agree to meet within forty-five (45) days of Qwest's identification of such misrouted traffic to discuss methods for avoiding future misrouting on that trunk group or groups. WSP will then have thirty (30) days from the date of meeting to correct such misrouting on that trunk group or groups. If further misrouting occurs or continues after that date on the same trunk group or groups as the original misrouting identified, the Parties agree to meet again within thirty (30) days of Qwest's identification of such misrouted traffic to discuss methods for avoiding future misrouting on that trunk group or groups. WSP will then have thirty (30) days from the date of meeting to correct such misrouting. If further misrouting occurs or continues after that date on the same trunk group or groups, Qwest will consider this waiver null and void and all requirements in Attachment 1 or in the existing Interconnection Agreement currently in effect between the Parties will be reinstated. If the parties disagree about whether the traffic identified by Qwest was actually misrouted, the Parties agree to avail themselves of the dispute resolution provision of their interconnection agreement.

Autotel

Qwest Corporation

Signature

Signature

Name Printed/Typed

Name Printed/Typed

Title

Title

Date

Date