

**AGREEMENT FOR WIRELESS INTERIM INTERCONNECTION
ARRANGEMENTS
BETWEEN QWEST CORPORATION AND UNION TELEPHONE
COMPANY
FOR THE STATE OF UTAH**

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Type 2 Wireless Interconnection Agreement

Between

Qwest Corporation

And

Union Telephone Company

For The State Of Utah

**Agreement Number
CDS-050420-0001**

5.18 Dispute Resolution

5.18.1 If any claim, controversy or dispute between the Parties, their agents, employees, officers, directors or affiliated agents should arise, and the Parties do not resolve it in the ordinary course of their dealings (the "Dispute"), then it shall be resolved in accordance with this Section. Each notice of default, unless cured within the applicable cure period, shall be resolved in accordance herewith. Dispute resolution under the procedures provided in this Section 5.18 shall be the preferred, but not the exclusive remedy for all disputes between Qwest and Union arising out of this Agreement or its breach. Each Party reserves its rights to resort to the Commission or to a court, agency, or regulatory authority of competent jurisdiction. Nothing in this Section 5.18 shall limit the right of either Qwest or Union, upon meeting the requisite showing, to obtain provisional remedies (including injunctive relief) from a court before, during or after the pendency of any arbitration proceeding brought pursuant to this Section 5.18. However, once a decision is reached by the Arbitrator, such decision shall supersede any provisional remedy.

5.18.2 Resolution of Disputes Between Parties to the Agreement. At the written request of a Party, each Party will, within seven (7) calendar Days after such request, appoint a vice-presidential level employee or a knowledgeable, responsible representative with authority to make commitments to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of settlement are exempt from discovery and production and shall not be admissible in an arbitration as described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit.

5.18.3 Arbitration. Although the Parties may agree to a different procedure, if negotiations do not resolve the dispute within sixty (60) days of the initial written request, or if either Party fails to designate such vice-presidential level representative or their representative with authority to make commitments within seven (7) calendar Days after the date of the request for resolution, then either Party may request that the Dispute be settled by arbitration, by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or J.A.M.S./Endispute, at the election of the Party that initiates dispute resolution under this Section 5.18. The Federal Arbitration Act, 9 U.S.C. Sections 1-16, not state law, shall govern the arbitrability of the Dispute. A Party may demand such arbitration in accordance with the procedures set out in those rules. The Party which demands arbitration must notify the Secretary of the Commission of the arbitration proceeding within forty-eight (48) hours of the determination to arbitrate. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this section.

The arbitration hearing shall be commenced within sixty (60) days of the demand

for arbitration. The arbitration shall be held in a mutually agreeable location. The arbitrator shall control the scheduling so as to process the matter expeditiously. The Parties shall submit written briefs five (5) days before the hearing. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings. The arbitrator has no authority to order punitive or consequential damages. The times specified in this section may be extended, upon mutual agreement of the Parties or by the arbitrator, upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The Arbitrator's decision and award shall be in writing and shall state concisely the reasons for the award, including the Arbitrator's findings of fact and conclusions of law.

5.18.4 Costs. Each Party shall bear its own costs of these procedures. The Parties shall equally split the fees of the arbitration and the arbitrator: provided, however, that the arbitrator may assign costs to the Party demanding arbitration upon a finding that such Party brought a frivolous cause of action or claim. Should it become necessary to resort to court proceedings to enforce a Party's compliance with the dispute resolution process set forth herein, and the court directs or otherwise requires compliance herewith, then all of the costs and expenses, including its reasonable attorney fees, incurred by the Party requesting such enforcement shall be reimbursed by the non-complying Party to the requesting Party.

5.18.5 Limitations. 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. Nothing in this Section is intended to divest or limit the jurisdiction and authority of the Commission or the FCC as provided by state and federal law. In the event of a conflict between this Agreement and the rules prescribed by the AAA or J.A.M.S./Endispute, this Agreement shall be controlling.