

Wireless Interconnection Agreement

Between

Qwest Corporation

And

Union Telephone Company

For The State Of Utah

**Agreement Number
CDS-080811-0003**

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SECTION 1.0 - GENERAL TERMS

1.1 This two-way Wireless Interconnection Agreement is effective upon approval of the Commission, and is between Union Telephone Company ("Union"), a Wyoming Corporation, and Qwest Corporation ("Qwest"), a Colorado corporation, pursuant to Section 252 of the Telecommunications Act of 1996, for purposes of fulfilling Qwest's obligations under Sections 222, 251(a), (b), and (c), 252, 271, and other relevant provisions of the Act and the rules and regulations promulgated thereunder. Union is licensed by the Federal Communications Commission ("FCC") as a Commercial Mobile Radio Service ("CMRS") Provider. Services provided by Qwest to Union under this Agreement are provided pursuant to Union's role as a CMRS provider of two way traffic.

1.2 This Interconnection Agreement sets forth the terms, conditions and pricing under which Qwest will offer and provide to any requesting Wireless Service Provider (WSP) network Interconnection, and Ancillary services within the geographical areas in which both Qwest is providing Local Exchange Service at that time, and for which Qwest is the incumbent Local Exchange Carrier within the State of Utah for purposes of providing local two way Wireless Services. This Agreement is available for the term set forth herein.

1.3 In consideration of the mutual promises set forth herein and other good and valuable consideration, Qwest and Union mutually agree as follows:

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1.7 This Interconnection Agreement between Union and Qwest can only be amended in writing as further set forth in Section 5.30, executed by the duly authorized representatives of the Parties.

1.7.1 Notwithstanding the above, if Qwest chooses to offer and Union desires to purchase, new Interconnection services or Ancillary services which are not contained in this Agreement or a Tariff, Qwest will notify Union of the availability of these new services through the Customer notification process. The Parties shall amend this Agreement under one (1) of the following two (2) options:

1.7.1.1 If Union is prepared to accept Qwest's terms and conditions for such new product, Union shall execute a form Advice Adoption Letter (the form of which is attached hereto as Exhibit B), to be furnished by Qwest, and include as an attachment, the discreet terms and conditions available as Qwest has identified as pertaining to the new product. Union shall submit the Advice Adoption Letter to the Commission for its approval. Union shall also provide the Advice Adoption Letter to Qwest pursuant to the notice provisions in this Agreement and may begin ordering the new product pursuant to the terms of this Agreement as amended by such Advice Adoption Letter.

1.7.1.2 If Union wishes to negotiate an amendment with different terms and conditions than defined by Qwest for such new product, Union agrees to abide by those terms and conditions on an interim basis by executing the Interim

Advice Adoption Letter (the form of which is attached hereto as Exhibit C) based upon the terms and conditions as Qwest has identified as pertaining to the new product. The Interim Advice Adoption Letter will terminate when the final amendment is approved. The rates and to the extent practicable, other terms and conditions contained in the final amendment will relate back to the date the Interim Advice Adoption Letter was executed. No new product offering or accompanying Interim Advice Adoption Letter will be construed to limit or add to any rates, terms or conditions existing in this Agreement.

SECTION 2.0 - INTERPRETATION AND CONSTRUCTION

2.1 This Agreement includes this Agreement and all Exhibits appended hereto, each of which is hereby incorporated by reference in this Agreement and made a part hereof. All references to Sections and Exhibits shall be deemed to be references to Sections of, and Exhibits to, this Agreement unless the context shall otherwise require. The headings and numbering of Sections and Exhibits used in this Agreement are for convenience only and will not be construed to define or limit any of the terms in this Agreement or affect the meaning and interpretation of this Agreement. Unless the context shall otherwise require, any reference to any statute, regulation, rule, Tariff, technical reference, technical publication, or any publication of telecommunications industry administrative or technical standards, shall be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successor) of that statute, regulation, rule, Tariff, technical reference, technical publication, or any publication of telecommunications industry administrative or technical standards that is in effect. Provided, however, that nothing in this Section 2.1 shall be deemed or considered to limit or amend the provisions of Section 2.2. In the event a change in a law, rule regulation or interpretation thereof would materially change this Agreement, the terms of Section 2.2 shall prevail over the terms of this Section 2.1. In the case of any material change, any reference in this Agreement to such law, rule, regulation or interpretation thereof will be to such law, rule, regulation or interpretation thereof in effect immediately prior to such change until the processes set forth in Section 2.2 are implemented. The existing configuration of either Party's network may not be in compliance with the latest release of technical references, technical publications, or publications of Telecommunications industry administrative or technical standards.

2.2 The provisions in this Agreement are intended to be in compliance with and based on the existing state of the law, rules, regulations and interpretations thereof, including but not limited to state rules, regulations, and laws, as of the date hereof (the Existing Rules). Nothing in this Agreement shall be deemed an admission by Qwest or Union concerning the interpretation or effect of the Existing Rules or an admission by Qwest or Union that the Existing Rules should not be changed, vacated, dismissed, stayed or modified. Nothing in this Agreement shall preclude or estop Qwest or Union from taking any position in any forum concerning the proper interpretation or effect of the Existing Rules or concerning whether the Existing Rules should be changed, vacated, dismissed, stayed or modified. To the extent that the Existing Rules are vacated, dismissed, stayed or materially changed or modified, then this Agreement shall be amended to reflect such legally binding modification or change of the Existing Rules. Where the Parties fail to agree upon such an amendment within sixty (60) Days after notification from a Party seeking amendment due to a modification or change of the Existing Rules or if any time during such sixty (60) Day period the Parties shall have ceased to negotiate such new terms for a continuous period of fifteen (15) Days, it shall be resolved in accordance with the Dispute Resolution provision of this Agreement. It is expressly understood that this Agreement will be corrected, or if requested by Union, amended as set forth in this Section 2.2, to reflect the outcome of any applicable generic proceedings by the Commission for pricing, service standards, or other matters covered by this Agreement. Any amendment shall be deemed effective on the Effective Date of the legally binding change or modification of the Existing Rules for rates, and to the extent practicable for other terms and conditions, unless otherwise ordered. During the pendency of any negotiation for an amendment pursuant to this Section 2.2 the Parties shall continue to perform their obligations in accordance with the terms and conditions of this Agreement, for up to sixty (60) Days. If the Parties fail to agree on an amendment during the sixty (60) Day negotiation period, the Parties agree that the first matter to be resolved during Dispute Resolution will be the implementation of an interim operating

agreement between the Parties regarding the disputed issues, to be effective during the pendency of Dispute Resolution. The Parties agree that the interim operating agreement shall be determined and implemented within the first fifteen (15) Days of Dispute Resolution and the Parties will continue to perform their obligations in accordance with the terms and conditions of this Agreement, until the interim operating agreement is implemented. For purposes of this section, "legally binding" means that the legal ruling has not been stayed, no request for a stay is pending, and any deadline for requesting a stay designated by statute or regulation, has passed.

2.3 Unless otherwise specifically determined by the Commission, in cases of conflict between the Agreement and the Parties' Tariffs, Product Catalog (PCAT), methods and procedures, technical publications, policies, product notifications or other documentation relating to Qwest's or Union's rights or obligations under this Agreement then the rates, terms and conditions of this Agreement shall prevail. In the absence of contractual language in the Agreement, the applicable tariff provisions shall apply. To the extent another document abridges or expands the rights or obligations of either Party under this Agreement, the rates, terms and conditions of this Agreement shall prevail.

SECTION 3.0 - UNION INFORMATION

3.1 Except as otherwise required by law, Qwest will not provide or establish Interconnection, Unbundled Network Elements and Ancillary services in accordance with the terms and conditions of this Agreement prior to Union's execution of this Agreement.

3.2 Prior to placing any orders for services under this Agreement, the Parties will jointly work with the Qwest Sales and Service organizations to gather the information below as appropriate. This information will then be used to:

Determine geographical requirements;

Identify Union Identification IDs;

Determine Qwest system requirements to support Union's specific activity;

Collect Credit Information;

Obtain Billing Information;

Create summary bills;

Establish input and output requirements;

Create and distribute Qwest and Union Contact Lists; and

Identify Union hours and holidays.

SECTION 4.0 - DEFINITIONS

4.1 "Access Service Request" or "ASR" means the industry standard forms and supporting documentation used for ordering Access Services. The ASR will be used to order trunking and facilities between Union and Qwest for Local Interconnection Service.

4.2 "Access Services" refers to the interstate and intrastate switched Access and private line transport services offered for the origination and/or termination of Interexchange traffic.

4.3 "Access Tandem Switch" is a switch used to connect End Office Switches to Interexchange Carrier switches. Qwest's Access Tandem Switches are also used to connect and switch traffic between and among Central Office Switches within the same LATA and may be used for the exchange of Local Traffic. Union's Access Tandem Switch is a Wireline Access Tandem of the incumbent LEC, Union Telephone. It also is used to connect and switch traffic between and among Wireline and Wireless Central Office Switches and may be used for the exchange of Local Traffic.

4.4 "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 the Commission.

4.5 "Advanced Intelligent Network" or "AIN" is a Telecommunications network architecture in which call processing, call routing and network management are provided by means of centralized databases.

4.6 "Automatic Number Identification" or "ANI" is the Billing telephone number associated with the access line from which a call originates. ANI and Calling Party Number (CPN) usually are the same number.

4.7 "ATIS" or "Alliance for Telecommunications Industry Solutions" is a North American telecommunication industry standards forum which, through its committees and working groups, creates, and publishes standards and guidelines designed to enable Interoperability and Interconnection for Telecommunications products and services. ATIS Standards and Guidelines, as well as the standards of other industry fora, are referenced herein.

4.8 "Basic Exchange Telecommunications Service" means, unless otherwise defined in Commission rules and then it shall have the meaning set forth therein, a service offered to End User Customers which provides the End User Customer with a telephonic connection to, and a unique local telephone number address on, the public switched telecommunications network, and which enables such End User Customer 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 Agreement and unless otherwise agreed, Basic Exchange Telecommunications Service includes access to Ancillary services such as 911, Directory Assistance (DA) and Operator Services (OS).

4.9 "Bill and Keep" is as defined in the FCC's Order on Remand and Report and Order in CC Docket 99-68 (Inter-carrier Compensation for ISP Bound Traffic). Bill and Keep is an arrangement where neither of two (2) interconnecting networks charges the other for terminating traffic that originates on the other network. Instead, each network recovers from its own End User Customers the cost of both originating traffic that it delivers to the other network and terminating traffic that it receives from the other network. Bill and Keep does not, however,

preclude Inter-carrier charges for transport of traffic between Carriers' networks.

4.10 "Bill Date" means the date on which a Billing period ends, as identified on the bill.

4.11 Reserved.

4.12 "Busy Line Verify/Busy Line Interrupt" or "BLV/BLI Traffic" means a call to an operator service in which the caller inquires as to the busy status of or requests an interruption of a Wireline call on another End User Customer's Basic Exchange Telecommunications Service line.

4.13 "Calling Party Number" or "CPN" is a Common Channel Signaling ("CCS") parameter, which refers to the number transmitted through a network identifying the calling party. Reference Qwest Technical Publication 77342.

4.14 "Central Office Switch" means a switch used to provide Telecommunications Services, including, but not limited to:

4.14.1 "End Office Switches" which are used to terminate End User Customer station loops, or equivalent, for the purpose of interconnecting to each other and to trunks; and

4.14.2 "Tandem Office Switches" are used to connect and switch trunk circuits between and among other End Office Switches. A Wireless Carrier's switch(es) shall be considered Tandem Office switch(es) to the extent such switch(es) serve(s) a comparable geographic area as Qwest's Tandem Office switch. A fact-based consideration by the Commission of geography should be used to classify any switch on a prospective basis.

4.15 "Commercial Mobile Radio Service" or "CMRS" is defined in 47 U.S.C. Section 332 and FCC rules and orders interpreting that statute.

4.16 "Commission" means the Public Service Commission of Utah.

4.17 "Common Channel Signaling" or "CCS" means a method of exchanging call set up and network control data over a digital signaling network fully separate from the Public switched Network that carries the actual call. Signaling System 7 (SS7) is currently the preferred CCS method.

4.18 "Conversation Time" means the measurement of Interconnection usage which begins when Union'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 Union's End User Customer or the disconnection signal from the terminating End Office.

4.19 "Customer" is a person to whom a Party provides or has agreed to provide a specific service or set of services, whether directly or indirectly. Customer includes Telecommunication Carriers. See also, End User Customer.

4.20 "Day" means calendar Days unless otherwise specified.

4.21 "Digital Signal Level" means one of several transmission rates in the time-division multiplex hierarchy.

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

4.23 "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. There are 28 DS1s in a DS3.

4.24 "Digital Signal Level 3" or "DS3" means the 44.736 Mbps third-level signal 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.

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

4.26 "Entrance Facility" or "EF" means the dedicated facility between the CMRS provider's POI and the Qwest Serving Wire Center. This is also referred to as "Network Access Channel" or "NAC".

4.27 "Exchange Access" (IntraLATA Toll) is defined as Qwest Exchange Access in accordance with Qwest's current IntraLATA Toll serving areas, as determined by Qwest's state and interstate Tariffs and excludes toll provided using switched Access purchased by an IXC.

4.28 "Exchange Message Interface" or "EMI" means the format used for exchange of Telecommunications message information among Telecommunications Carriers. It is referenced in the Alliance for Telecommunications Industry Solutions (ATIS) document that defines industry guidelines for the exchange of message records.

4.29 "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, an ATIS document that defines industry standards for Exchange Message Records.

4.30 "Exchange Service" or "Extended Area Service (EAS)/Local Traffic" means traffic that is originated and terminated within the Local Calling Area as determined by the Commission.

4.31 "FCC" means the Federal Communications Commission.

4.32 "Firm Order Confirmation Date" or "FOC" means the notice Qwest provides to Union to confirm that Union's Access Service Order (ASR) has been received and has been successfully processed. The FOC confirms the schedule of dates committed to by Qwest for the provisioning of the service requested.

4.33 "Individual Case Basis" or "ICB" shall have the meaning set forth in Exhibit B.

4.34 "Information Service" is as defined in the Telecommunications Act of 1996 and FCC

Order on Remand and Report and Order in CC Docket 99-68 and includes ISP Bound Traffic.

4.35 "Information Services Providers" or "ISPs" are providers of Information Services.

4.36 "Interconnection" is as described in the Act and refers to the connection between networks for the purpose of transmission and routing of telephone Exchange Service traffic, Exchange Access and Jointly Provided switched Access Traffic.

4.37 "Interconnections Database" or "ICONN" is a Qwest database, available on the Qwest Web Site, which includes business and residence access line counts, switch types, and switch generics.

4.38 "Interexchange Carrier" (IXC) means a Carrier that provides InterLATA or IntraLATA Toll services.

4.39 "InterLATA" describes Telecommunications functions originating in one Local Access and Transport Area (LATA) and terminating in another.

4.40 "InterMTA" describes Telecommunications functions originating in one MTA and terminating in another.

4.41 "Internet Related Traffic" includes ISP Bound traffic and refers to dial-up access through an entity which may include computer processing, protocol conversions, information storage or routing with transmission to enable users to access internet content or data services.

4.42 "IntraLATA" describes Telecommunications functions originating and terminating in the same LATA.

4.43 "ISP Bound Traffic" means the offering of information access pursuant to 47 U.S.C. P251 (g) and the Order with respect to Information Services as defined in 47 U.S.C. P153 (20), and includes Telecommunications traffic delivered to an ISP.

4.44 "IntraLATA Toll" (Transit) is defined in accordance with Qwest's current IntraLATA Toll serving areas, as determined by the state Commission.

4.45 Jointly Provided switched Access see Meet Point Billing.

4.46 "Local Traffic" is traffic that is exchanged in a geographic area either by MTA or the Qwest Extended Area Service (EAS) boundaries. This includes Exchange Access (IntraLATA Toll). Local Traffic excludes Transit Traffic.

4.47 "Local Access and Transport Area" or "LATA" is as defined in the Act.

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

4.48.1 "MTA/Local" or "IntraMTA" means the geographic area within the MTA in which Union provides CMRS services. Local Interconnection rates apply for traffic originated and terminated within the same MTA. See Non-Local for exceptions.

4.48.2 "EAS/Local" means the geographic area defined by the EAS boundaries

as determined by the Commission and defined in Qwest's Local and/or General Exchange Service Tariff. LEC End User Customers may complete a call without incurring toll charges. Traffic terminated by Qwest End User Customers within their EAS boundary is considered to be EAS/Local; Qwest End User Customers are billed toll charges for traffic terminated outside of their EAS boundary.

4.49 "Local Exchange Carrier" (LEC) has the same meaning as stated in the Act, Section 3, Definitions, 47 U.S.C. §153(26).

4.50 "Local Exchange Routing Guide" or "LERG" means a Telcordia Technologies Reference Document used by LECs and IXCs to identify NPA-NXX routing and homing information as well as Network Element and equipment designations.

4.51 "Local Service Request" or "LSR" means the industry standard forms and supporting documentation used for ordering local services.

4.52 "Maintenance of Service charge" is a charge that relates to trouble isolation. Maintenance of Service charges are set forth in Exhibit A. Basic Maintenance of Service charges apply when the Qwest technician perform work during standard business hours. Overtime Maintenance of Service charges apply when the Qwest technician performs work on a business Day, but outside standard business hours, or on a Saturday. Premium Maintenance of Service charges apply when the Qwest technician performs work on either a Sunday or Qwest recognized holiday.

4.53 "Major Trading Area (MTA)" is a geographic area established in Rand McNally 1992 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 Act.

4.54 "Meet Point" 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.

4.55 "Meet-Point Billing" or "MPB" or "Jointly Provided switched Access" refers to an arrangement whereby two LECs (including a LEC and WSP). Jointly provide switched Access Service to an Interexchange Carrier, with each LEC (or WSP) receiving an appropriate share of the revenues from the IXC as defined by their effective Access Tariffs.

4.56 "Mid-Span Meet" means an Interconnection between two (2) networks designated by two Telecommunications Carriers, whereby each provides its own cable and equipment up to the Meet Point of the cable facilities.

4.57 "Miscellaneous Charges" mean cost-based charges that Qwest may assess in addition to recurring and non-recurring rates set forth in Exhibit A, for activities Union requests Qwest to perform, activities Union authorizes, or charges that are a result of Union's actions, such as cancellation charges, additional labor and maintenance. Miscellaneous Charges are not already included in Qwest's recurring or non-recurring rates.

4.58 "Mobile switching Center" or "MSC" is a Wireless switching facility, which performs the switching for the routing of calls among its Wireless End User Customers in other Wireless or landline networks. In addition it contains recording and billing functionality.

4.59 "Multiple Exchange Carrier Access Billing" or "MECAB" refers to the document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document, published by Telcordia Technologies as Special Report SR-BDS-000983, contains the recommended guidelines for the Billing of an Access Service provided by two or more Telecommunications Carriers (including a WSP, LEC and/or a WSP), or by one LEC in two or more states within a single LATA.

4.60 "Multiple Exchange Carrier Ordering and Design" or "MECOD" Guidelines for Access Services - Industry Support Interface, refers to the document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECOD document, published by Telcordia Technologies as Special Report SR STS-002643, establishes recommended guidelines for processing orders for Access Service which is to be provided by two or more Telecommunications Carriers (including a WSP, LEC and/or a WSP). It is published by Telcordia Technologies as SRBDS 00983.

4.61 "Multiplexing" or "MUX" means the function which converts a 44.736 MBPS DS3 channel to 28 1.544 MBPS DS1 channels or a 1.544 DS1 channel to 24 DS0 channels utilizing time division Multiplexing.

4.62 "Non-Local" traffic is InterMTA, Roaming, and/or Jointly Provided switched Access Traffic. Reciprocal Compensation does not apply to Non-Local Traffic. This Non-Local Traffic originated by Union, includes InterMTA traffic and IntraMTA traffic delivered to Qwest via an IXC. Regarding traffic delivered to Union, Non-Local includes all traffic carried by an IXC, and traffic destined for Union's End User Customers that are Roaming in a different MTA, and all InterMTA traffic.

4.63 "North American Numbering Plan" or "NANP" means the numbering plan used in the United States that also serves Canada, Bermuda, Puerto Rico, Guam, the Commonwealth of the Marianna Islands 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.

4.64 "Operator Tandem" means a Qwest or Union switching system that provides a traffic concentration and distribution function for Qwest or Union operator assisted traffic.

4.65 "Originating Line Information" or "OLI" is an CCS SS7 Feature Group D signaling parameter which refers to the number transmitted through the network identifying the Billing number of the calling party.

4.66 "Party" means either Qwest or Union and "Parties" means Qwest and Union.

4.67 Intentionally Left Blank

4.68 "Point of Interface" "Point of Interconnection" or "POI" is a physical demarcation between the networks of two LECs (including a LEC and Union). The POI is that point where the exchange of traffic takes place. This point establishes the technical interface, the test point(s), and the point(s) for operational division of responsibility. The POI must be established at any technically feasible location selected by Union in Qwest territory in the LATA.

4.69 "Port"

4.69.1 "Port" means a line or trunk connection point, including a line card and associated peripheral equipment, on a Central Office Switch but does not include switch features. The Port serves as the hardware termination for line or Trunk Side facilities connected to the Central Office Switch. Each line side Port is typically associated with one or more telephone numbers that serve as the End User Customer's network address.

4.69.2 Port" as an action relating to porting a telephone number from one central office switch to another central office switch using Local Number Portability.

4.70 "Rate Center" identifies 1) the specific geographic point identified by specific vertical and horizontal (V&H) coordinates, which are used to measure distance sensitive End User Customer traffic to/from the particular NPA-NXX designations with the specific Rate Center, and 2) the corresponding geographic area which is associated with one or more particular NPA-NNX codes which have been assigned to a LEC for its provision of Telephone Exchange Service.

4.71 "Rate Center Area" is the geographic area within which basic Exchange Services are provided for NPA-NXX designations associated with a particular Rate Center.

4.72 "Reciprocal Compensation Credit" is defined as a monetary credit for two-way Wireline to Wireless traffic which is originated by a Qwest Wireline End User Customer within the LATA, transported by Qwest, and terminates to Union's Wireless End User Customer within the MTA/Local area. When more than two (2) Carriers are involved in transporting a call, Reciprocal Compensation Credit does not apply.

4.73 "Roaming" is defined as a Telecommunications Service occurring when the End User Customer of one CMRS provider utilizes the facilities of another CMRS provider. Most often, Roaming occurs when the End User Customer is physically located outside the service area of his or her service provider.

4.74 "Service Control Point" or "SCP" means a node in the CCS network to which information requests for service handling, such as routing, are directed and processed. The SCP is a real time database system that, based on a query from a Service Switching Point (SSP), performs End User Customer or application-specific service logic and then sends instructions back to the SSP on how to continue call processing.

4.75 "Service Switching Point" or "SSP" is a telephone switch that performs call processing on traffic that originates, Tandems, or terminates at that site. Such call processing includes the generation of SS7 messages to transfer call-related information to other SSPs and sending a query to an SCP for instructions on call routing. SSPs are interconnected by SS7 links.

4.76 "Serving Wire Center" denotes the Wire Center from which dial tone for Local Exchange Service would normally be provided to a particular End User Customer Premises.

4.77 "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. A STP transmits, receives and processes Common Channel Signaling ("CCS") messages.

- 4.78 "Special Request Process" or "SRP" shall have the meaning set forth in Section 17.
- 4.79 "Switched Access Service" means the offering of transmission and switching services to Interexchange Carriers for the purpose of the origination or termination of telephone Toll Service. Switched Access Services include: Feature Group A, Feature Group B, Feature Group D, 8XX access, and 900 access and their successors or similar switched Access Services.
- 4.80 "Switched Access Traffic," as specifically defined in Qwest's interstate switched Access Tariffs, is traffic that originates at one of the Party's End User Customers 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 User Customers, whether or not the traffic transits the other Party's network.
- 4.81 "Tariff" as used throughout this Agreement refers to Qwest interstate Tariffs and state Tariffs, price lists, price schedules and catalogs.
- 4.82 "Telecommunications Carrier" or "Carrier" means any provider of Telecommunications Services (such as LECs, Competitive Local Exchange Carriers (CLECs), WSPs, 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 Federal Communications Commission shall determine whether the provision of fixed and mobile satellite service shall be treated as common carriage.
- 4.83 "Telecommunications Services" means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.
- 4.84 "Transit Traffic" is any traffic that originates from one Telecommunications Carrier's network, transits a Tandem Telecommunications Carrier's network, and terminates to yet another Telecommunications Carrier's network. In the cases neither the originating nor the terminating End User Customer is a Customer of a Tandem Telecommunications Carrier. For the purposes of this Agreement, Transit Traffic does not include traffic carried by Interexchange Carriers. That traffic is defined as Jointly Provided switched Access.
- 4.85 Trunk Group Servicing Request "TGSR" is the notification the Qwest Trunk Forecasting Group sends to the Service Delivery Center to advise of blocking conditions on Carrier trunk groups.
- 4.86 "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.
- 4.87 "Wireless" for the purposes of this Agreement, are Telecommunications Services provided by a 2-way CMRS Carrier in accordance with its CMRS license(s). This includes both Cellular and Personal Communications Service Providers.
- 4.88 "Wireless Carrier Resource Guide" is a Qwest document that provides information

needed to request services available under this Agreement. It is available on Qwest's Web site:
<http://www.qwest.com/wholesale/pcat/wireless.html>.

4.89 "Wireless Service Provider" or "WSP" for purposes of this Agreement is a 2-way CMRS provider of local service.

4.90 "Wireline" are Telecommunications Services provided by Qwest or other non-CMRS Telecommunications Carriers. These services are provided via a fixed landline network where the End User Customers are stationary.

SECTION 5.0 - TERMS AND CONDITIONS

5.1 General Provisions

5.1.1 Intentionally Left Blank

5.1.2 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.

5.1.3 Neither Party shall use any service related to or use any of the services provided in this Agreement in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other Carriers or to either Party's End User Customers. In addition, neither Party's provision of or use of services shall interfere with the services related to or provided under this Agreement.

5.1.3.1 If such impairment is material and poses an immediate threat to the safety of either Party's employees, Customers or the public or poses an immediate threat of a service interruption, that Party shall provide immediate notice by email to the other Party's designated representative(s) for the purposes of receiving such notification. Such notice shall include 1) identification of the impairment (including the basis for identifying the other Party's facilities as the cause of the impairment), 2) date and location of the impairment, and 3) the proposed remedy for such impairment for any affected service. Either Party may discontinue the specific service that violates the provision or refuse to provide the same type of service if it reasonably appears that the particular service would cause similar harm, until the violation of this provision has been corrected to the reasonable satisfaction of that Party and the service shall be reinstituted as soon as reasonably possible. The Parties shall work cooperatively and in good faith to resolve their differences. In the event either Party disputes any action that the other Party seeks to take or has taken pursuant to this provision, that Party may pursue immediate resolution by expedited or other Dispute Resolution.

5.1.3.2 If the impairment is service impacting but does not meet the parameters set forth in section 5.1.3.1, such as low level noise or other interference, the other Party shall provide written notice within five (5) calendar Days of such impairment to the other Party and such notice shall include the information set forth in subsection 5.1.3.1. The Parties shall work cooperatively and in good faith to resolve their differences. If the impairment has not been corrected or cannot be corrected within five (5) business days of receipt of the notice of non-compliance, the other Party may pursue immediate resolution by expedited or other Dispute Resolution.

5.1.3.3 If either Party causes non-service impacting impairment the other Party shall provide written notice within fifteen (15) calendar Days of the impairment to the other Party and such notice shall include the information set forth in subsection 5.1.3.1. The Parties shall work cooperatively and in good faith to resolve their differences. If either Party fails to correct any such impairment within fifteen (15) calendar Days of written notice, or if such non-compliance cannot be corrected within fifteen (15) calendar Days of written notice of non-compliance, and if the impairing Party fails to take all appropriate steps to correct as soon as reasonably possible, the other Party may pursue immediate resolution by expedited or other Dispute Resolution.

5.1.3.4 It is the responsibility of either Party to inform its End User Customers of service impacting impairment that may result in discontinuance of service as soon as the Party receives notice of same.

5.1.4 Each Party is solely responsible for the services it provides to its End User Customers and to other Telecommunications Carriers. This provision is not intended to limit the liability of either Party for its failure to perform under this Agreement.

5.1.5 The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calls with no CPN, calling card calls, and any other services related to this Agreement.

5.1.6 Nothing in this Agreement shall prevent either Party from seeking to recover the costs and expenses, if any, it may incur in (a) complying with and implementing its obligations under this Agreement, the Act, and the rules, regulations and orders of the FCC and the Commission, and (b) the development, modification, technical installation and maintenance of any systems or other infrastructure which it requires to comply with and to continue complying with its responsibilities and obligations under this Agreement. Notwithstanding the foregoing, Qwest shall not assess any charges against Union for services, facilities, Unbundled Network Elements, Ancillary service and other related works or services covered by this Agreement, unless the charges are expressly provided for in this Agreement. All services and capabilities currently provided hereunder, to be provided hereunder, shall be priced in accordance with all applicable provisions of the Act and the rules and order of the Federal Communications Commission and orders of the Commission.

5.2 Term of Agreement

5.2.1 This Agreement shall become effective on the date set forth in Section 1.4 pursuant to Section 252 of the Act. This Agreement shall be binding upon the Parties for a term of two (2) years and shall expire two (2) years from the Effective Date.

5.2.2 Upon expiration of the term of this Agreement, this Agreement shall continue in full force and effect until superseded by a successor agreement in accordance with this Section 5.2.2. Any Party may request negotiation of a successor agreement by written notice to the other Party no earlier than one hundred sixty (160) Days prior to the expiration of the term, or the Agreement shall renew on a month to month basis. The date of this notice will be the starting point for the negotiation window under section 252 of the Act.

5.3 Reserved for Future Use

5.4 Payment

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

5.4.2 One Party may discontinue processing orders for the failure of the other Party to make full payment for the relevant services, less any disputed amount as provided for in Section 5.4.4 of this Agreement, for the relevant services provided under this Agreement within thirty (30) calendar Days following the payment Due Date. The Billing Party will notify the other Party

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

5.4.3 The Billing Party may disconnect any and all relevant services for failure by the billed Party to make full payment, less any disputed amount as provided for in Section 5.4.4 of this Agreement, for the relevant services provided under this Agreement within sixty (60) calendar Days following the payment Due Date. The billed Party will pay the applicable reconnect charge set forth in Exhibit A required to reconnect each resold End User Customer line disconnected pursuant to this paragraph. The Billing Party will notify the billed Party in at least ten (10) business days prior to disconnection of the unpaid service(s). In case of such disconnection, all applicable undisputed charges, including termination charges, shall become due. If the Billing Party does not disconnect the billed Party's service(s) on the date specified in the ten (10) business days notice, and the billed Party's noncompliance continues, nothing contained herein shall preclude the Billing Party's right to disconnect any or all relevant services of the non-complying Party without further notice. For reconnection of the non-paid service to occur, the billed Party will be required to make full payment of all past and current undisputed charges under this Agreement for the relevant services. Additionally, the Billing Party will request a deposit (or recalculate the deposit) as specified in Section 5.4.5 and 5.4.7 from the billed Party, pursuant to this Section. Both Parties agree, however, that the application of this provision will be suspended for the initial three (3) Billing cycles of this Agreement and will not apply to amounts billed during those three (3) cycles. In addition to other remedies that may be available at law or equity, each Party reserves the right to seek equitable relief, including injunctive relief and specific performance.

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

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

dispute. If a Party pays the disputed charges and the dispute is resolved in favor of the Billing Party, no further action is required.

5.4.4.2 If a Party pays the charges disputed at the time of payment or at any time thereafter pursuant to Section 5.4.4.3, and the dispute is resolved in favor of the disputing Party the Billing Party shall, no later than the second Bill Date after the resolution of the dispute: (1) credit the disputing Party's bill for the disputed amount and any associated interest or (2) pay the remaining amount to Union, if the disputed amount is greater than the bill to be credited. The interest calculated on the disputed amounts will be the same rate as late payment charges. In no event, however, shall any late payment charges be assessed on any previously assessed late payment charges.

5.4.4.3 If a Party fails to dispute a charge and discovers an error on a bill it has paid after the period set forth in section 5.4.4, the Party may dispute the bill at a later time through an informal process, through an Audit pursuant to the Audit provision of this Agreement, through the Dispute Resolution provision of this Agreement, or applicable state statutes or Commission rules.

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

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

5.4.7 The Billing Party may review the other Party's credit standing and modify the amount of deposit required but in no event will the maximum amount exceed the amount stated in 5.4.5.

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

5.4.9 Each Party shall be responsible for notifying its End User Customers of any pending

disconnection of a non-paid service by the billed Party, if necessary, to allow those Customers to make other arrangements for such non-paid services.

5.5 Taxes

5.5.1 Any federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under Applicable Law, even if the obligation to collect and remit such taxes is placed upon the other Party. However, where the selling Party is permitted by law to collect such taxes, fees or surcharges, from the purchasing Party, such taxes, fees or surcharges shall be borne by the Party purchasing the services. Each Party is responsible for any tax on its 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. Until such time as a resale tax exemption certificate is provided, no exemptions will be applied. If either Party (the Contesting Party) contests the application of any tax collected by the other Party (the Collecting Party), the Collecting Party shall reasonably cooperate in good faith with the Contesting Party's challenge, provided that the Contesting Party pays any costs incurred by the Collecting Party. The Contesting Party is entitled to the benefit of any refund or recovery resulting from the contest, provided that the Contesting Party is liable for and has paid the tax contested.

5.6 Insurance

5.6.1 Each Party represents that it now carries, and agrees to continue during the term of this Agreement to carry, worker's compensation, comprehensive general and contractual liability and comprehensive automobile liability insurance with reputable carriers. If at some time, the Parties enter into a collocation amendment, the Parties will include the current insurance language in the Qwest Utah SGAT in the collocation amendment.

5.7 Force Majeure

5.7.1 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, power blackouts, volcanic action, other major environmental disturbances, or unusually severe weather conditions (collectively, a Force Majeure Event). Inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers shall be considered Force Majeure Events to the extent any delay or failure in performance caused by these circumstances is beyond the Party's control and without that Party's fault or negligence. The Party affected by a Force Majeure Event shall give prompt notice to the other Party, shall be excused from performance of its obligations hereunder on a Day to Day basis to the extent those obligations are prevented by the Force Majeure Event, and shall use reasonable efforts to remove or mitigate the Force Majeure Event. In the event of a labor dispute or strike the Parties agree to provide service to each other at a level equivalent to the level they provide themselves.

5.8 Limitation of Liability

5.8.1 Each Party's liability to the other Party for any loss relating to or arising out of any act or omission in its performance under this Agreement, whether in contract, warranty, strict liability, or tort, including (without limitation) negligence of any kind, shall be limited to the total amount that is or would have been charged to the other Party by such breaching Party for the service(s) or function(s) not performed or improperly performed. Each Party's liability to the other Party for any other losses shall be limited to the total amounts charged to the Parties under this Agreement during the contract year in which the cause accrues or arises.

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

5.8.3 Intentionally Left Blank

5.8.4 Nothing contained in this Section shall limit either Party's liability to the other for (i) willful or intentional misconduct or (ii) damage to tangible real or personal property proximately caused solely by such Party's negligent act or omission or that of their respective agents, subcontractors, or employees.

5.8.5 Nothing contained in this Section 5.8 shall limit either Party's obligations of indemnification specified in this Agreement, nor shall this Section 5.8 limit a Party's liability for failing to make any payment due under this Agreement.

5.9 Indemnity

5.9.1 The Parties agree that unless otherwise specifically set forth in this Agreement the following constitute the sole indemnification obligations between and among the Parties:

5.9.1.1 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, reasonable costs and expenses (including attorneys' fees), whether suffered, made, instituted, or asserted by any person or entity, for invasion of privacy, bodily injury or death of any person or Persons, or for loss, damage to, or destruction of tangible property, whether or not owned by others, resulting from the Indemnifying Party's breach of or failure to perform under this Agreement, regardless of the form of action, whether in contract, warranty, strict liability, or tort including (without limitation) negligence of any kind.

5.9.1.2 In the case of claims or loss alleged or incurred by an End User Customer of either Party arising out of or in connection with services provided to the End User Customer by the Party, the Party whose End User Customer alleged or incurred such claims or loss (the Indemnifying Party) shall defend and indemnify the other Party and each of its officers, directors, employees and agents (collectively the Indemnified Party) against any and all such claims or loss by the Indemnifying Party's, End User Customers regardless of whether the underlying service was provided or was provisioned by the

Indemnified Party, unless the loss was caused by the willful misconduct of the Indemnified Party. The obligation to indemnify with respect to claims of the Indemnifying Party's End User Customers shall not extend to any claims for physical bodily injury or death of any person, or for loss, damage to, or destruction of tangible property, whether or not owned by others, alleged to have resulted directly from the negligence or intentional conduct of the employees, contractors, agents, or other representatives of the Indemnified Party.

5.9.1.3 Subject to Section 5.9.2, each Party (the Indemnifying Party) shall indemnify and hold the other Party (the Indemnified Party) harmless from and against any loss, cost, expense or liability arising out of a claim that the use of facilities of the Indemnifying Party or services provided by the indemnifying Party provided or used pursuant to the terms of this Agreement misappropriates or otherwise violates the intellectual property rights of any third party. In addition to being subject to the provisions of Section 5.9.2, the obligation for indemnification recited in this paragraph shall not extend to infringement which results from (a) any combination of the facilities or services of the Indemnifying Party with facilities or services of any other person (including the Indemnified Party but excluding the Indemnifying Party and any of its Affiliates), which combination is not made by or at the direction of the Indemnifying Party or (b) any modification made to the facilities or services of the Indemnifying Party by, on behalf of or at the request of the Indemnified Party and not required by the Indemnifying Party. In the event of any claim, the Indemnifying Party may, at its sole option (a) obtain the right for the Indemnified Party to continue to use the facility or service; or (b) replace or modify the facility or service to make such facility or service non-infringing. If the Indemnifying Party is not reasonably able to obtain the right for continued use or to replace or modify the facility or service as provided in the preceding sentence and either (a) the facility or service is held to be infringing by a court of competent jurisdiction or (b) the Indemnifying Party reasonably believes that the facility or service will be held to infringe, the Indemnifying Party shall notify the Indemnified Party and the parties shall negotiate in good faith regarding reasonable modifications to this Agreement necessary to (1) mitigate damage or comply with an injunction which may result from such infringement or (2) allow cessation of further infringement. The Indemnifying Party may request that the Indemnified Party take steps to mitigate damages resulting from the infringement or alleged infringement including, but not limited to, accepting modifications to the facilities or services, and such request shall not be unreasonably denied.

5.9.1.4 Intentionally Left Blank

5.9.2 The indemnification provided herein shall be conditioned upon:

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

5.9.2.2 If the Indemnifying Party wishes to defend against such action, it shall give written notice to the Indemnified Party of acceptance of the defense of such action. In such event, 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. In the event that the

Indemnifying Party does not accept the defense of the action, the Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate with the other Party in the defense of any such action and the relevant records of each Party shall be available to the other Party with respect to any such defense.

5.9.2.3 In no event shall the Indemnifying Party settle or consent to any judgment pertaining to any such action without the prior written consent of the Indemnified Party. In the event the Indemnified Party withholds consent, the Indemnified Party may, at its cost, take over such defense, provided that, in such event, the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the relevant Indemnified Party against, any cost or liability in excess of such refused compromise or settlement.

5.10 Intellectual Property

5.10.1 Except for a license to use any facilities or equipment (including software) solely for the purposes of this Agreement or to receive any service solely (a) as provided in this Agreement or (b) as specifically required by the then-applicable federal and state rules and regulations relating to Interconnection and access to Telecommunications facilities and services, nothing contained within this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, trade name trade mark, service mark, trade secret, or other proprietary interest or intellectual property, now or hereafter owned, controlled or licensable by either Party. Nothing in this Agreement shall be construed as the grant to the other Party of any rights or licenses to trade or service marks.

5.10.2 Intentionally Left Blank

5.10.3 To the extent required under applicable federal and state law, Qwest shall use its best efforts to obtain, from its vendors who have licensed intellectual property rights to Qwest in connection with facilities and services provided hereunder, licenses under such intellectual property rights as necessary for Union to use such facilities and services as contemplated hereunder and at least in the same manner used by Qwest for the facilities and services provided hereunder. Qwest shall notify Union immediately in the event that Qwest believes it has used its best efforts to obtain such rights, but has been unsuccessful in obtaining such rights.

5.10.3.1 Qwest covenants that it will not enter into any licensing agreements with respect to any Qwest facilities, equipment or services, including software, that contain provisions that would disqualify Union from using or interconnecting with such facilities, equipment or services, including software, pursuant to the terms of this Agreement. Qwest warrants and further covenants that it has not and will not knowingly modify any existing license agreements for any network facilities, equipment or services, including software, in whole or in part for the purpose of disqualifying Union from using or interconnecting with such facilities, equipment or services, including software, pursuant to the terms of this Agreement. To the extent that providers of facilities, equipment, services or software in Qwest's network provide Qwest with indemnities covering intellectual property liabilities and those indemnities allow a flow-through of protection to third parties, Qwest shall flow those indemnity protections through to Union.

5.10.4 Except as expressly provided in this Intellectual Property Section, nothing in this Agreement shall be construed as the grant of a license, either express or implied, with respect

to any patent, copyright, logo, trademark, trade name, trade secret or any other intellectual property right now or hereafter owned, controlled or licensable by either Party. Neither Party may use any patent, copyright, logo, trademark, trade name, trade secret or other intellectual property rights of the other Party or its Affiliates without execution of a separate agreement between the Parties.

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

5.10.6 Intentionally Left Blank

5.10.7 Qwest and Union each recognize that nothing contained in this Agreement is intended as an assignment or grant to the other of any right, title or interest in or to the trademarks or service marks of the other (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 of the other and is not assignable. Neither Party will do anything inconsistent with the other's ownership of their respective Marks, and all rights, if any, that may be acquired by use of the Marks shall inure to the benefit of their respective Owners. The Parties shall comply with all Applicable Law governing Marks worldwide and neither Party will infringe the Marks of the other.

5.11 Warranties

5.11.1 EXCEPT AS EXPRESSLY SET FORTH IN 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 AND THAT ALL PRODUCTS AND SERVICES PROVIDED HEREUNDER ARE PROVIDED "AS IS," WITH ALL FAULTS.

5.12 Assignment

5.12.1 Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may assign or transfer this Agreement to a corporate Affiliate or an entity under its common control; without the consent of the other Party, provided that the performance of this Agreement by any such assignee is guaranteed by the assignor. 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.

5.12.2 In the event that Qwest transfers to any unaffiliated Party exchanges including End User Customers that Union serves in whole or in part through facilities or services provided by Qwest under this Agreement, the transferee shall be deemed a successor to Qwest's

responsibilities hereunder for a period of ninety (90) Days from notice to Union of such transfer or until such later time as the Commission may direct pursuant to the Commission's then applicable statutory authority to impose such responsibilities either as a condition of the transfer or under such other state statutory authority as may give it such power. In the event of such a proposed transfer, Qwest shall use its best efforts to facilitate discussions between Union and the Transferee with respect to Transferee's assumption of Qwest's obligations pursuant to the terms of this Agreement.

5.12.3 Nothing in this section is intended to restrict Union's rights to opt into a Wireless Interconnection Agreement under § 252 of the Act.

5.13 Default

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

5.14 Disclaimer of Agency

5.14.1 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.

5.15 Severability

5.15.1 In the event that any one or more of the provisions contained herein shall for any reason be held to be unenforceable or invalid in any respect under law or regulation, the Parties will negotiate in good faith for replacement language as set forth herein. If any part of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will affect only the portion of this Agreement, which is invalid or unenforceable. In all other respects, this Agreement will stand as if such invalid or unenforceable provision had not been a part hereof, and the remainder of this Agreement shall remain in full force and effect.

5.16 Nondisclosure

5.16.1 All information, including but not limited to specifications, microfilm, photocopies, magnetic disks, 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 business or marketing plans End User Customer specific, facility specific, or usage specific information, other than End User Customer information communicated for the purpose of providing Directory Assistance or publication of Directory Database, or (ii) in written, graphic, electromagnetic, or other tangible form and marked at the

time of delivery as "Confidential" or "Proprietary", or (iii) communicated and declared to the receiving Party at the time of delivery, or by written notice given to the receiving Party within ten (10) calendar Days after delivery, to be "Confidential" or "Proprietary" (collectively referred to as "Proprietary Information"), shall remain the property of the disclosing Party. A Party who receives Proprietary Information via an oral communication may request written confirmation that the material is Proprietary Information. A Party who delivers Proprietary Information via an oral communication may request written confirmation that the Party receiving the information understands that the material is Proprietary Information. Each Party shall have the right to correct an inadvertent failure to identify information as Proprietary Information by giving written notification within thirty (30) Days after the information is disclosed. The receiving Party shall from that time forward, treat such information as Proprietary Information.

5.16.2 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.

5.16.3 Each Party shall keep all of the other Party's Proprietary Information confidential and will disclose it on a need to know basis only. In no case shall retail marketing, sales personnel, or strategic planning have access to such Proprietary Information. The Parties 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.

5.16.4 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 disclosed 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.

5.16.5 Nothing herein is intended to prohibit a Party from supplying factual information about its network and Telecommunications Services on or connected to its network to regulatory agencies including the Federal Communications Commission and the Commission so long as any confidential obligation is protected. In addition either Party shall have the right to disclose Proprietary Information to any mediator, arbitrator, state or federal regulatory body, the Department of Justice or any court in the conduct of any proceeding arising under or relating in any way to this Agreement or the conduct of either Party in connection with this Agreement, including without limitation the approval of this Agreement, or in any proceedings concerning the provision of InterLATA services by Qwest that are or may be required by the Act. The Parties agree to cooperate with each other in order to seek appropriate protection or treatment of such Proprietary Information pursuant to an appropriate protective order in any such proceeding.

5.16.6 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 Effective Date.

5.16.7 Each Party agrees that the disclosing Party could be irreparably injured by a breach of the confidentiality obligations of this Agreement by the receiving Party or its representatives and that the disclosing Party shall be entitled to seek equitable relief, including injunctive relief and specific performance in the event of any breach of the confidentiality provisions of this Agreement. Such remedies shall not be deemed to be the exclusive remedies for a breach of the confidentiality provisions of this Agreement, but shall be in addition to all other remedies available at law or in equity.

5.16.8 Nothing herein should be construed as limiting either Party's rights with respect to its own Proprietary Information or its obligations with respect to the other Party's Proprietary Information under Section 222 of the Act.

5.16.9 Forecasts provided by either Party to the other Party shall be deemed Confidential Information and the Parties may not distribute, disclose or reveal, in any form, this material as designated by the Parties as "Confidential" other than as allowed and described in subsections 5.16.9.1 and 5.16.9.2.

5.16.9.1 The Parties may disclose, on a need to know basis only, Union forecasting information disclosed to Qwest, to Qwest's legal personnel in connection with any forecasting dispute, to Union's account managers, and network and growth planning personnel responsible for preparing or responding to such forecasts or forecasting information. These personnel understand and are informed of the confidentiality of Union's forecasts. Qwest personnel know they may not reveal or use such information beyond that which is necessary to plan Union's network growth. In no case shall retail marketing, sales or strategic planning have access to this forecasting information.

5.16.9.1.1 Upon the specific order of the Commission, Qwest may provide the forecast information that Union has made available to Qwest under this Agreement, provided that Qwest shall first initiate any procedures necessary to protect the confidentiality and to prevent the public release of the information pending any applicable Commission procedures and further provided that Qwest provides such notice as the Commission directs to Union involved, in order to allow it to prosecute such procedures to their completion. Should Union not be a

party to a Commission proceeding within which the Commission requests Union specific information, Qwest will refer the Commission to Union for collection of Union information.

5.16.9.2 The Parties shall maintain confidential forecasting information in secure files and locations such that access to the forecasts is limited to the personnel designated in subsection 5.16.9.1 above and such that no other personnel have access to such information.

5.17 Survival

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

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.

5.18.6 Nothing in the Agreement would prohibit the Parties from agreeing in writing to an alternative dispute resolution process.

5.19 Controlling Law

5.19.1 This Agreement is offered by Qwest and accepted by Union in accordance with applicable federal law and the state law of Utah. It shall be interpreted solely in accordance with applicable federal law and the state law of Utah.

5.20 Responsibility for Environmental Contamination

5.20.1 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.

5.21 Notices

5.21.1 Any notices required by or concerning this Agreement shall be in writing and shall be sufficiently given if delivered personally, delivered by prepaid overnight express service, or sent by certified mail, return receipt requested, or by email where specified in this Agreement to Qwest and Union at the addresses shown below:

Qwest Corporation

Director - Interconnection Agreements
1801 California Street, 24th Floor
Denver, Colorado 80202
Phone: 303-965-3029
Fax: 303-965-3527
Email: intagree@qwest.com

With copy to:

Qwest Law Department
Associate General Counsel, Interconnection
1801 California Street, 10th Floor
Denver, Colorado 80202
Phone: 303-383-6553
Email: Legal.Interconnection@qwest.com

and to Union at the address shown below:

Union Telephone Company

850 North Hwy 414
Mt. View, Wyoming, 82939
Notice contact: James H. Woody
Phone: 307-782-6131
Fax: 307-782-3079

If personal delivery is selected to give notice, a receipt acknowledging such delivery must be obtained. Each Party shall inform the other of any change in the above contact person and/or address using the method of notice called for in this Section 5.21.

5.22 Responsibility of Each Party

5.22.1 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, and (ii) Waste resulting there from 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.

5.23 No Third Party Beneficiaries

5.23.1 The provisions of this Agreement are for the benefit of the Parties and not for any other person. This Agreement will not provide any person not a Party to this Agreement with any remedy, claim, liability, reimbursement, claim of action, or other right in excess of those existing by reference in this Agreement.

5.24 Reserved for Future Use

5.25 Publicity

5.25.1 Neither Party shall publish or use any publicity materials with respect to the execution and delivery or existence of this Agreement without the prior written approval of the other Party. Nothing in this section shall limit a Party's ability to issue public statements with respect to regulatory or judicial proceedings.

5.26 Executed in Counterparts

5.26.1 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.

5.27 Compliance

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

5.28 Compliance with the Communications Assistance Law Enforcement Act of 1994

5.28.1 Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with the Communications Assistance Law Enforcement Act (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.

5.29 Cooperation

5.29.1 The Parties agree that this Agreement involves the provision of Qwest services in

ways such services were not previously available and the introduction of new processes and procedures to provide and bill such services. Accordingly, the Parties agree to work jointly and cooperatively in testing and implementing processes for pre-ordering, ordering, maintenance, Provisioning and Billing and in reasonably resolving issues which result from such implementation on a timely basis. Electronic processes and procedures are addressed in Section 11 of this Agreement.

5.30 Amendments

5.30.1 Amendments; Waivers. The provisions of this Agreement, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Agreement may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

5.31 Entire Agreement

5.31.1 This Agreement (including the documents referred to herein) constitutes the full and entire understanding and agreement between the parties with regard to the subjects of this Agreement and supersedes any prior understandings, agreements, or representations by or between the parties, written or oral, to the extent they relate in any way to the subjects of this Agreement.

SECTION 6.0 – INTERCONNECTION

6.1 Interconnection Facility Options

6.1.1 This Section describes the Interconnection of Qwest's network and Union's network for the purpose of exchanging Local, Non-Local and Transit traffic. Qwest will provide Interconnection at any technically feasible point requested by Union within its network. Qwest's Wireless Interconnection Service is provided for the purpose of connecting End Office Switches to End Office Switches or End Office Switches to Local or Access Tandem Switches for the exchange of Local Traffic; or End Office Switches to Access Tandem Switches for the exchange of Local, Non-Local or Jointly Provided switched Access Traffic. Qwest Tandem to Union Tandem switch connections will be provided where technically feasible. New or continued Qwest Local Tandem to Qwest Access Tandem and Qwest Access Tandem to Qwest Access Tandem Switch connections are not required where Qwest can demonstrate that such connections present a risk of switch exhaust and that Qwest does not make similar use of its network to transport the local calls of its own or any Affiliate's End User Customers.

6.1.1.1 Qwest will provide to Union Interconnection at least equal in quality to that provided to itself, to any subsidiary, affiliate, or any other party to which it provides Interconnection. Qwest will provide Interconnection under rates, terms and conditions that are just, reasonable and non-discriminatory.

6.1.2 Methods of Interconnection

6.1.2.1 The Parties will negotiate the facilities arrangement used to interconnect their respective networks. Union shall establish at least one Physical Point of Interconnection in Qwest territory in each LATA where Union has local End User Customers and/or has an NPA/NXX rated to a Rate Center within the LATA. The Parties shall establish, through negotiations, one of the following Interconnection Agreements (1) a DS1 or DS3 Qwest Provided Entrance Facility; (2) Collocation; (3) negotiated Mid-Span Meet POI facilities; or (4) Other technically feasible methods of Interconnection.

6.1.2.1.1 Qwest Provided Entrance Facility. Interconnection may be accomplished through the provision of a DS1 or DS3 Entrance Facility. An Entrance Facility extends from the Qwest Serving Wire Center to Union's switch location or POI. Entrance Facilities may not extend beyond the serving area, by the Qwest Serving Wire Center. The rates for Entrance Facilities are provided in Exhibit A. Qwest's Private Line Transport service is available as an alternative to entrance facilities, when Union uses such Private Line Transport service for multiple services.

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

6.1.2.1.3 Mid-Span Meet POI. 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 and Jointly Provided switched Access Interconnection trunks, as well as Ancillary trunks such as, OS, DA, and 911 trunk groups.

6.1.2.1.3.1 The Mid-Span Fiber Meet architecture requires each Party to own its equipment on its side of the Point of Interconnection (POI). Union may designate Mid Span Fiber Meet as the target architecture, except in scenarios where it is not Technically Feasible or where the Parties disagree on midpoint location.

6.1.2.1.3.2 In a Mid-Span Fiber Meet the Parties agree to establish technical interface specifications for Fiber Meet arrangements that permit the successful Interconnection and completion of traffic routed over the facilities that interconnect at the Fiber Meet. Union is responsible for providing at its location the Fiber Optic Terminal (FOT) equipment, Multiplexing, and fiber required to terminate the optical signal provided by Qwest. Qwest is responsible for providing corresponding FOT(s), Multiplexing, and fiber required to terminate the optical signal provided by Union.

6.1.2.1.3.3 The Parties shall, wholly at their own expense, procure, install, and maintain the FOT(s) in each of their locations where the Parties establish a Fiber Meet with capacity sufficient to provision and maintain all trunk groups. The Parties shall mutually agree on the capacity of the FOT(s) to be utilized based on equivalent DS1s and DS3s necessary for transport of forecasted local Interconnection trunking. Each Party will also agree upon the optical frequency and wavelength necessary to implement the Interconnection.

6.1.2.2 Qwest agrees to provide local Interconnection trunk diversity to the same extent it does so in Qwest's local network.

6.2 Exchange of Traffic

6.2.1 Description

6.2.1.1 Reciprocal traffic exchange addresses the exchange of traffic between Union's network and Qwest's network. Reciprocal traffic exchange covered by this Agreement is for Wireless Interconnection for CMRS Carriers only in association with CMRS two-way services over either one-way or two-way facilities. Other Interconnections are covered by a separate agreement or Tariff. Wireless two-way or one way Interconnection is intended for Wireless to Wireline or Wireline to Wireless, but not Wireline to Wireline communications. For purposes of this Agreement, Fixed Wireless is considered a Wireline architecture. The Parties each shall be responsible for the traffic that originates on their own networks and terminates on the other parties network. For Wireless to Wireline traffic, Union must provide Qwest sufficient information Qwest requires to properly rate and bill the Wireless traffic Union delivers to Qwest. If Union is currently unable to provide this information, then Union must change its current configuration so it is able to gather and provide the information to Qwest. Where either Party interconnects and delivers traffic to the other from third parties, each

Party shall bill such third parties the appropriate charges pursuant to its respective Tariffs or contractual offerings for such third party terminations. Should a Party wish to exchange traffic with the other Party through use of a third party transit provider, the Parties will negotiate the terms and conditions of that exchange and amend the Agreement accordingly. The party delivering transiting traffic will provide sufficient information to allow for the appropriate billing of the transiting traffic.

6.2.1.2 Depending upon Union's needs and the technical capability and location of Qwest switches, various Wireless Interconnections and service arrangements are possible. Wireless Interconnection service arrangement requires, at a minimum, a connection to those Access Tandems/Local Tandems/End Offices in each LATA where Union originates or terminates traffic. When total traffic volumes or forecasted volumes of all End Offices subtending a Local Tandem or to an individual End Office reach 512 CCS, Union may be requested to interconnect to the Local Tandem or End Office.

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

6.2.1.3.1 Local Traffic as defined in this Agreement.

6.2.1.3.2 Non-Local traffic as defined in this Agreement.

6.2.1.3.3 Transit Traffic as defined in this Agreement.

6.2.1.4 Traffic having special billing or trunking requirements includes, but are not limited to, the following:

6.2.1.4.1 911/E911

6.2.2 Wireless Interconnection Requirements

Each Party will establish one way trunk groups from its network to Union's POI located within Qwest's serving territory in each LATA.

6.2.3 Trunking Requirements

6.2.3.1 The Parties will provide designed Interconnection facilities that meet the same technical criteria and service standards, such as probability of blocking in peak hours and transmission standards, in accordance with current industry standards.

6.2.3.2 Intentionally Left Blank

6.2.3.3 When either Party elects to provision its own one way trunks for delivery of Local Traffic to be terminated on the other Party's network, the other Part must also provision its own one way trunk to the extent that traffic volumes warrant.

6.2.3.4 Trunk group connections will be made at a DS1 or multiple DS1 level. Ancillary service trunk groups may be made at either a DS1 or DS0 level.

6.2.3.5 Host-Remote. When a Qwest Wire Center is served by a remote End Office switch, Union may deliver traffic to the host Central Office or to the Tandem.

Union may deliver traffic directly to the remote End Office switch only to the extent Qwest has arranged similar trunking for itself or others. For remote switches that currently lack direct trunking capability, Qwest will accept Bona Fide Requests for Trunk Side access.

6.2.3.6 Union is responsible to provide notification to all Carriers in the Local Calling Areas of Union's change in routing when Union chooses to route its traffic in accordance with one of the following Qwest Interconnection trunking options:

6.2.3.6.1 The Parties shall terminate Exchange Access Service (EAS/Local) traffic on Tandem or End Office Switches. When there is a DS1 level of traffic (512 BHCCS) between Union's switch and a Qwest End Office switch, Qwest may request Union to order a direct trunk group to the Qwest End Office switch. Union shall comply with that request unless it can demonstrate that such compliance will impose upon it a material adverse economic or operations impact. Furthermore, Qwest may propose to provide Interconnection facilities to the Local Tandems or End Offices served by the Access Tandem at the same cost to Union as Interconnection at the Access Tandem. If Union provides a written statement of its objections to a Qwest cost-equivalency proposal, Qwest may require it only: (a) upon demonstrating that a failure to do so will have a material adverse affect on the operation of its network and (b) upon a finding that doing so will have no material adverse impact on the operation of Union, as compared with Interconnection at such Access Tandem.

6.2.3.6.1.1 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.

6.2.3.6.2 To the extent Qwest is using a specific End Office to deliver limited Tandem switching functionality to itself, a Wireless Service Provider, Union, or another ILEC, it will arrange the same trunking for Union.

6.2.3.7 The Parties will provide Common Channel Signaling (CCS) to one another in conjunction with all trunk circuits, except as provided below.

6.2.3.7.1 The Parties will provision all trunking using SS7/CCS capabilities. Redundant MF signaling networks will not be provided unless specifically called for in this Agreement. Exceptions to this arrangement would be limited to, 911 trunking and any others currently available in the Qwest network only on MF signaling. When the SS7/CCS option becomes available in the Qwest network for said trunking, the Parties will provision new trunks using SS7. In addition, the Parties will jointly work to convert existing trunking to SS7, as appropriate.

6.2.3.7.2 Qwest and Union are required to provide each other the proper signaling information (e.g., originating call party number and destination call party number, etc.) to enable each Party to issue bills in a complete and timely fashion. All CCS signaling parameters will be provided including Calling Party Number (CPN), valid Automatic Number Identification (ANI), Originating Line Information

(OLI), calling party category, charge number, etc. All privacy indicators will be honored.

6.2.3.7.3 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.

6.2.4 Terms and Conditions

6.2.4.1 Transport and Termination of Local Traffic.

6.2.4.1.1 Local Traffic will be exchanged.

6.2.4.1.2 As negotiated between the Parties, the transport of Local Traffic may occur in any technically feasible way. The Parties may purchase transport services from each other or from a third party including a third party that has leased the Private Line Transport Service facility from Qwest. Such transport provides a transmission path for the trunk to deliver the originating Party's Local Traffic to the terminating Party's End Office or Tandem for call termination. This Section is not intended to expand either Party's obligation under Section 251(a) of the Act.

6.2.4.1.3 Intentionally Left Blank

6.2.4.1.4 Trunking ordered to a Tandem or End Office switch will be provided as Direct Trunked Transport between the Serving Wire Center of Union's POI and the Tandem or End Office.

6.2.4.1.5 If Direct Trunked 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.

6.2.4.2 Non-Local Traffic

6.2.4.2.1 Non-Local Traffic will be exchanged. Usage will be rated using the FCC's Access Tariff and the applicable switched Access rates.

6.2.4.3 Transit Traffic

6.2.4.3.1 Qwest will accept traffic originated by Union for termination to a CLEC, ILEC, or another Wireless Carrier that is connected to Qwest's local and/or Access Tandems and whose switch sub-tends Qwest's network per the LERG. Qwest will also carry traffic from these other Telecommunications Carriers to Union.

6.2.4.3.2 To the extent the information is available using SS7, the Parties involved in transporting Transit Traffic will deliver calls to each involved network

with CCS/SS7 Protocol and the appropriate ISUP/TCAP messages to facilitate full interoperability and billing functions.

6.2.4.3.3 Except as noted in Section 6.2.4.3.4 below, the originating company is responsible for the provisioning of billable usage data and/or billable records and payment of appropriate rates to both the transit company and to the terminating company. In no event shall the transiting company be obligated to pay termination charges to any other carrier. Qwest shall, on a monthly basis and without charge, provide summary reports of usage data for traffic received from CLECs and CMRS Providers who purchase transiting service from Qwest and who signal their traffic utilizing Signaling System 7 (SS7) terminating to Union's end users. This summary data will be substantially in the format with the information provided as shown in the attached Exhibit F. Qwest will not be required to provide summary reports after the first month in which the local reported volume of such traffic exceeds 10,000 minutes per month, and Qwest will not be responsible for usage investigation on the data provided.

6.2.4.3.4 In the case of InterMTA Exchange Access (IntraLATA Toll) calls which flow from the End User Customer of a LEC, transit Qwest facilities and terminate to the Wireless Company, and where Qwest is the 1+ presubscribed IntraLATA Toll provider for End User Customers who originate such calls, Qwest will be responsible for payment of appropriate termination charges to the terminating company.

6.2.4.3.5 When one Party receives an unqueried call from the other Party to a number that has been ported to another Telecommunications Carrier, the transit and query rates will apply.

6.2.4.4 Reserved for Future Use

6.2.4.5 Interface Code Availability

6.2.4.5.1 Supervisory signaling specifications, and the applicable Network Channel Interface codes for trunks, are the same as those defined in Telcordia Reference Documents GR-145-CORE and BR-795-403-100.

6.2.4.6 Signaling Options

6.2.4.6.1 SS7 Out of Band Signaling

6.2.4.6.1.1 "Signaling System 7 Out of Band Signaling" or "SS7 Signaling" means the Common Channel Signaling (CCS) protocol used to digitally transmit 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. For purposes of this Agreement, the terms "CCS" and "SS7" shall be interchangeable. SS7 Signaling should be the signaling of choice for trunks where technically feasible for both Parties. SS7 signaling may be used on Equal Access Trunks in an office where the SS7 Cell Feature has been deployed. Common Channel Signaling Access Capability Service may be obtained through the following options: (a) via an Unbundled Network Element Amendment, (b)

a finished service as defined in the Qwest FCC Tariff No. 1, or (c) from a third party Signaling provider. Qwest and Union, will provide for Interconnection of their signaling network for the mutual exchange of signaling information in accordance with the industry standards as described in Telcordia documents, including but not limited to GR-905 CORE, GR-954 CORE, GR-394 CORE and Qwest Technical Publication 77342.

6.2.4.6.2 “Multi-Frequency Address Signaling” or “MF Signaling”

6.2.4.6.2.1 MF Signaling is a signaling method used to transmit address information and other 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, inband Multi-Frequency (MF) wink start signaling will be used. When the SS7 option becomes available in both networks, the Parties will jointly work to convert existing MF Signaling to SS7.

6.2.4.6.3 Clear Channel Capability

6.2.4.6.3.1 Clear Channel Capability (64CCC) permits 24 DS0-64 Kbps services or 1.536 Mbps of information on the 1.544 Mbps/s line rate. 64CCC is available for trunks equipped with SS7 Out-of-Band Signaling. 64CCC must be requested on the order for the new trunks. Qwest will provide Union with a listing of Qwest Tandems fully capable of routing 64CCC traffic through the Qwest website: <http://www.qwest.com/disclosures>. Where available to Qwest, Qwest will provide Union with the same 64CCC on an alternate route or if necessary via an overlay network.

6.2.4.7 Measurement of Terminating Local Minutes

6.2.4.7.1 Measurement of terminating Local minutes begins when the calling Party's switch receives answer supervision from the called Party's switch indicating the called Party has answered. The measurement of terminating call usage over trunks ends when the calling Party's switch receives disconnect supervision from either the called Party's switch, indicating the called Party has disconnected, or the calling Party's switch, indicating the calling Party has disconnected, whichever is recognized first by the calling Party's switch. This is commonly referred to as “Conversation Time.” The Parties will only charge for actual minutes of use and/or fractions thereof of completed calls. Minutes of use are aggregated at the end of the billing cycle by End Office and rounded to the nearest whole minute.

6.2.4.8 Forecasting

6.2.4.8.1 Both Union and Qwest shall work in good faith to define a mutually agreed upon forecast of trunking.

6.2.4.8.2 Both Parties shall have the obligation to participate in joint planning meetings at semi-annual intervals to establish trunk design and

provisioning requirements. The Parties agree to provide mutual trunk forecast information to ensure End User Customer call completion between the Parties' networks. Such forecasts shall be for trunking, which impacts the switch capacity and facilities of each Party.

6.2.4.8.3 Switch capacity growth jobs requiring the addition of new switching modules may require six months for order and install. To align with the timeframe needed to provide for the requested facilities, including engineering, ordering, installation and make ready activities, the Parties will utilize Qwest standard forecast timelines, as defined in the standard Qwest Trunk Forecast Forms for growth planning, provided in exhibit E of this Agreement. For capacity growth, Qwest will utilize Union semi-annual forecasts and near-term demand submitted on Unforecasted Demand Notification Form to ensure availability of switch capacity.

6.2.4.8.4 Each Party will utilize the forecast cycle outlined on the Qwest Trunk Forecast Forms, which stipulates that forecasts be submitted on a semi-annual basis. The forecast will identify trunking requirements for a two-year period. From the semi-annual close date as outlined in the forecast cycle, the receiving Party will have one (1) month to determine network needs and place vendor orders which require a six (6) month minimum to complete the network build. Seven (7) months after submission of the initial forecast, Qwest will have the necessary capacity in place to meet Union's forecast. After the initial Forecast, Qwest will ensure that capacity is available to meet Union's needs as described in Union's forecasts.

6.2.4.8.5 Both Parties will follow the forecasting and provisioning requirements of this Agreement for the appropriate sizing of trunks, and use of direct End Office vs. Tandem routing.

6.2.4.8.6 In the event of a dispute regarding forecast quantities, the Parties will make capacity available in accordance with the lower forecast, while attempting to resolve the matter informally. If the Parties fail to reach resolution, the Dispute Resolution provision of this Agreement shall apply.

6.2.4.8.7 Joint planning meetings will be used to bring clarity to the process. Qwest shall work cooperatively with Union in determining proper volumes of Interconnection facilities through joint, cooperative planning sessions. Each Party will provide adequate information associated with the Qwest Trunk Forecast Forms in addition to its forecasts. No later than two weeks prior to the joint planning meetings, the Parties shall exchange information to facilitate the planning process. Both Parties shall provide information on major network projects anticipated for the following year that may impact the other Party's forecast or Interconnection requirements. Qwest shall provide Union a report reflecting then current spare capacity at each Qwest switch that may impact the Interconnection traffic. Qwest shall also provide a report reflecting then current blocking of local direct and alternate final trunk groups, Interconnection and non-Interconnection alike. Union will be provided Interconnection trunk group data on its own trunks. The information is Qwest-proprietary, provided under non-disclosure and is to be used solely for Interconnection network planning.

6.2.4.8.8 In addition to the above information, Union shall provide:

- (a) Completed Qwest Trunk Forecast Forms; and
- (b) Any planned use of an alternate Local Tandem Provider.

6.2.4.8.9 In addition to the above information, the following information will be available through the Local Exchange Routing Guide (LERG) or the Interconnections (ICONN) Database. The LERG is available through Telcordia. ICONN is available through the Qwest Web site located at: <http://www.qwest.com/cgi-bin/iconn/iconn.pl>.

- (a) Qwest Tandems and Qwest End Offices (LERG);
- (b) CLLI codes (LERG);
- (c) Business/Residence line counts (ICONN);
- (d) switch type (LERG or ICONN); and
- (e) Current and planned switch generics (ICONN).

Qwest will notify Union six (6) months prior to LERG amendment, the anticipation of a new Local Tandem switch.

6.2.4.8.10 Qwest Network Disclosure of deployment information for specific technical capabilities (e.g., ISDN deployment, 64 CCC, etc.) shall be provided on Qwest's web site, <http://www.qwest.com/disclosures>.

6.2.4.8.11 When appropriate, Qwest will notify Union through the Qwest Trunk Group Servicing Request (TGSR) process of the need to take action and place orders in accordance with the forecasted trunk requirements. Union shall respond to the TGSR within ten (10) business Days of receipt.

6.2.4.8.12 The following terms shall apply to the forecasting process:

6.2.4.8.12.1 Union forecasts shall be provided to Qwest as detailed in the standard Wireless Trunk Forecast Form.

6.2.4.8.12.2 Union forecasts provided to Qwest, information provided by Union to Qwest outside of the normal forecasting process to modify the forecast, and forecasting information disclosed by Qwest to Union shall be deemed Confidential Information and the Parties may not distribute, disclose or reveal, in any form, this material other than as allowed and described in subsections 5.16.9.1 and 5.16.9.2.

6.2.4.8.13 If a trunk group is consistently utilized (trunks required over trunks in service) at less than fifty percent (50%) of rated busy hour capacity each month of any consecutive three (3) month period, Each Party will notify the other Party of it's desire to resize the trunk group. Such notification shall include Qwest's information on current utilization levels. If the Receiving Party does not

submit an ASR to resize the trunk group within thirty (30) calendar Days of the written notification, the Sending Party may reclaim the unused facilities and rearrange the trunk group. When reclamation does occur, the Sending Party shall not leave the Receiving Party assigned trunk group with less than twenty five percent (25%) excess capacity. Ancillary trunks are excluded from this treatment.

6.2.4.8.14 Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

6.2.4.8.15 Intentionally Left Blank

6.2.4.9 Testing

6.2.4.9.1 Acceptance Testing. At the time of installation of a trunk group, and at no additional charge, acceptance tests will be performed to ensure that the service is operational and meets the applicable technical parameters.

6.2.4.9.2 Testing Capabilities

6.2.4.9.2.1 Acceptance 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), and such other acceptance testing that may be needed to ensure that the service is operational and meets the applicable technical parameters.

6.2.4.9.2.2 In addition to 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 Exhibit A, Miscellaneous Charges. Testing fees will be paid by each party when requesting testing.

6.2.4.9.3 Repair Testing. At the time of repair of a trunk group, at no additional charge, tests will be performed to ensure that the service is operational and meets the applicable technical parameters.

6.2.4.10 Mileage Measurement. Where required, the mileage measurement for facilities is determined in the same manner as the mileage measurement for V & H methodology as outlined in NECA Tariff No. 4.

6.3 Reciprocal Compensation

6.3.1 Interconnection Facility Options

6.3.1.1 The Reciprocal Compensation Provisions of this Agreement shall apply to the exchange of Local Traffic between Union's network and Qwest's network. Where either Party interconnects and delivers traffic to the other from third parties, each Party

shall bill such third parties the appropriate charges pursuant to its respective Tariffs, Price Lists or contractual offerings for such third party terminations. Should a Party wish to exchange traffic with the other Party through use of a third party transit provider, the Parties will negotiate the terms and conditions of that exchange and amend the Agreement accordingly.

6.3.1.2 Entrance Facilities

6.3.1.2.1 Recurring and nonrecurring rates for Entrance Facilities are specified in Exhibit A and will apply for those DS1 or DS3 facilities dedicated to use by Wireless Interconnection Service.

6.3.1.2.2 If either Party chooses to use an existing facility purchased as Private Line Transport Service from the state or FCC Access Tariffs, the rates from those Tariffs will apply.

6.3.1.3 Intentionally Left Blank

6.3.1.4 Direct Trunked Transport is available as follows:

6.3.1.4.1 Direct Trunked Transport (DTT) is available between the Serving Wire Center of the POI and Qwest's Tandem or End Office switches. The applicable rates are described in Appendix A. DTT facilities are provided as dedicated DS3 or DS1 facilities.

6.3.1.4.2 Mileage shall be measured for DTT based on V&H coordinates between the Serving Wire Center of the POI and the Qwest Tandem or End Office.

6.3.1.4.3 Fixed and Per Mile Charges per DS1 and per DS3 are applicable and are defined for DTT in Appendix A of this Agreement.

6.3.2 Trunk Nonrecurring Charges

6.3.2.1 Installation nonrecurring charges may be assessed by the provider for each trunk ordered. Rates are specified in Exhibit A.

6.3.2.2 Nonrecurring charges for rearrangement may be assessed by the provider for each trunk rearrangement ordered, at one-half the trunk non-recurring interface rates specified in Exhibit A.

6.3.3 Miscellaneous Charges

6.3.3.1 Cancellation charges will apply to cancelled 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.

6.3.3.2 Expedites for trunk orders are allowed only on an exception basis with executive approval within the same timeframes as provided for other designed services. When expedites are approved, expedite charges will apply to trunk orders based on rates, terms and conditions described in Exhibit A.

6.3.3.3 Construction charges are described in Section 19 and charges are contained in Exhibit A of this Agreement.

6.3.3.5 Miscellaneous Charges are defined in the Definitions Section.

6.3.4 Multiplexing

6.3.4.1 Multiplexing options (DS1/DS3 MUX) are available at rates described in Exhibit A.

6.3.5 Facilities Credit

6.3.5.1 The parties agree that the facilities credit does not apply to one-way facilities.

6.3.6 Local Traffic

6.3.6.1 End Office Call Termination

6.3.6.1.1 The per minute of use call termination rates as described in Exhibit A of this Agreement will apply reciprocally for Exchange Service MTA/Local Traffic terminated at a Qwest or Union End Office.

6.3.6.1.2 For purposes of call termination, Union switch(es) shall be treated as End Office switch(es) unless Union switch(es) meet the definition of a Tandem switch as described in the Definitions Section of this Agreement.

6.3.6.2 Tandem switched Transport

6.3.6.2.1 For traffic delivered through a Qwest or Union Tandem switch (as defined in this Agreement), the Tandem switching rate and the Tandem transmission rate in Exhibit A shall apply per minute in addition to the End Office call termination rate described above.

6.3.6.2.2 Mileage shall be measured for the Tandem transmission rate elements based on V&H coordinates between the Tandem and terminating End Office.

6.3.6.2.3 When Union terminates traffic to a Qwest remote switch, Tandem transmission rates will be applied for the mileage between the host switch and the Qwest remote switch as long as the identity of each is filed in the NECA 4 Tariff.

6.3.6.3 Union may choose one (1) of the following two (2) options for the exchange of traffic subject to Local Traffic rates. Exhibit C identifies Union's rate election.

6.3.6.3.1 The rates applicable to local, non-Transit Traffic between Qwest and Union shall be the same as the rates established for ISP Bound Traffic pursuant to Section 6.3.10.2.3. Such rate for ISP Bound Traffic will apply to Local Traffic in lieu of End Office Call Termination rates and Tandem switched Transport rates.

6.3.6.3.2 Compensation rate for Local Traffic shall be as established by the Commission. The Parties shall cooperate in establishing a process by which Local Traffic and ISP Bound Traffic will be identified in order to compensate one another at the appropriate rates and in a prompt manner.

6.3.7 Billing for Qwest – Originated Local Traffic

6.3.7.1 Union may receive payment for Qwest originated Local Traffic it terminates by billing Qwest directly. SS7 signaling is a prerequisite for direct billing. Both Parties shall agree on the format and content of the bill at least thirty (30) Days prior to the commencement of such billing. If Union cannot provide appropriate billing detail, as per the agreed upon content and format, the Parties will amend this agreement to implement the Reciprocal Compensation Credit method of billing for this traffic.

6.3.8 Requirements for Direct Billing

6.3.8.1 A Party to the Agreement may elect to direct bill the other. The following are the requirements for a Party to render a bill for Local Traffic, to be illustrated in a sample bill mutually agreed upon at least thirty (30) Days prior to initiating such billing. This sample bill shall also display any additional requirements agreed upon by both Parties.

6.3.8.2 Invoices will comply with Billing Output Specifications (BOS). Included in the detail will be data by End Office, a total page summarizing the charges and minutes of use by state and a summary page of charges and total amounts due.

6.3.8.3 Carriers will exchange billing contacts and telephone numbers.

6.3.8.4 The invoices will include identification of the monthly bill period (from and through dates), which will coincide with bills rendered to the other Party.

6.3.8.5 The billing will be by LATA, by state, based on the terminating location of the call. The billing party will display the CLLI code(s) of the POI.

6.3.8.6 The billing party will assign an Invoice Number and/or Billing Account Number.

6.3.8.7 The billing party will provide a Remittance Document including: remittance address, Invoice Number and/or Billing Account Number, amount due and Payment Due Date (at least thirty (30) Days from invoice issuance date).

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

6.3.8.8 Charges incurred during the bill period, including fractional monthly charges, will be reflected on the next bill. Per unit rates will be displayed for all charges (usage and/or monthly elements).

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

6.3.8.10 Invoice will include all applicable taxes and surcharges. The billing party

will calculate, bill, collect and remit applicable taxes and surcharges to the appropriate authorities.

6.3.8.11 Invoices will be provided on paper, unless a mechanized format is mutually agreed upon.

6.3.8.12 Reserved For Future Use

6.3.8.13 Union's invoice to Qwest will include only Local Traffic originating from Qwest's Wireline End User Customers, and will not include traffic originated by any other third party (such as a CLEC, an existing LEC, another Wireless Carrier, or unknown). Union will exclude ported numbers, before billing Qwest, by utilizing an OBF supported database to differentiate Qwest End User Customer from ported End User Customers.

6.3.8.14 If Union is direct Billing Qwest the L-M InterMTA factor will be applied to the billed land to mobile minutes of use originated from Qwest's network and terminated to Union and deducted from Qwest total L-M MOU. No Reciprocal Compensation will be paid by Qwest to Union for such traffic. Qwest may bill Union interstate switched Access Tariffed rates for this traffic.

6.3.8.15 Union's invoice to Qwest for local and non-local will not include Switched Access Traffic.

6.3.8.16 Union's invoice will contain only the agreed upon measured usage element charges.

6.3.8.17 Back up data to the invoice will identify the Qwest End User Customer's NPA NXX from which the call was originated, when requested.

6.3.8.18 Only completed calls (not attempts) will be billed.

6.3.8.19 Conversation minutes (not including connect time) will be billed.

6.3.8.20 Minutes of Use (MOUs) will be aggregated at the end of the billing period, with the aggregated amount rounded to the nearest whole minute. MOUs will not be rounded on a per call basis.

6.3.9 Non-Local Traffic

6.3.9.1 Applicable Qwest switched Access Tariff rates apply to Non-Local Traffic routed to a Toll/Access Tandem, Local Tandem, or directly to an End Office. Applicable Qwest switched Access Tariff rates also apply to InterMTA and Roaming traffic originated by, or terminating to, Qwest. Relevant rate elements could include Direct Trunked Transport, Tandem switching, Tandem Transmission, and Local switching, as appropriate.

6.3.9.2 For billing purposes, if either Party is unable to classify on an automated basis traffic delivered by Union as Mobile to Land (M-L) InterMTA, traffic, intrastate or interstate, Union will provide Qwest with a Percent M-L InterMTA factor, which represents the estimated portion of InterMTA traffic and Roaming traffic delivered by Union. The M-L InterMTA factor is also applied to the measured mobile to land minutes

of use terminated on Qwest's network to determine the portion of InterMTA minutes to be billed at interstate Access rates.

6.3.9.3 Union will declare the M-L InterMTA factors initially and updated on a quarterly basis and take effect on January 1, April 1, July 1 and October 1 of each year of this Agreement unless otherwise agreed to by both Parties. Union will provide the M-L InterMTA factors to Qwest thirty (30) Days prior to their effective date. If Union does not provide a M-L InterMTA declaration either initially or quarterly, Qwest will use a default of five percent (5%) for the M-L InterMTA factor or the last declared M-L InterMTA factors, whichever is greater. Mail all M-L InterMTA declarations to:

Qwest Corporation
Wireless Billing Manager
250 Bell Plaza
Room 601
Salt Lake City, UT 84111

6.3.9.4 For billing purposes, Qwest will use a Land to Mobile (L-M) InterMTA Percent Factor, which represents the estimated portion of total traffic delivered by Qwest to Union that terminates (based on the first cell site of the Wireless End User Customer) outside the MTA in which the call originated. The L-M InterMTA factor will be 10% unless proven otherwise by Union thirty (30) Days prior to their effective date. The L-M InterMTA factor can be reevaluated (per request from either party) annually, based upon a study generated by Union and acceptable by both parties.

6.3.10 ISP Bound Traffic

6.3.10.1 ISP Bound Traffic

6.3.10.1.1 Should the Parties desire to exchange ISP bound traffic, the Parties will enter into an amendment to this Agreement.

6.3.11 Transit Traffic Rates

6.3.11.1 Local Transit:

6.3.11.1.1 Local Transit is any traffic that originates from one Telecommunications Carrier's network, transits Qwest's network, and terminates to yet another Telecommunications Carrier's network within an EAS Local Area. The applicable Tandem switching and Tandem transmission rates at the assumed mileage contained in Exhibit A of this Agreement, apply to the originating Party.

6.3.11.1.1.1 If Qwest receives an unqueried call from a Telecommunications Carrier to a number that has been ported to another Telecommunications Carrier central office within the Local Calling Area, and Qwest performs the query, mileage sensitive Tandem transmission rates will apply which reflect the distance to the End Office to which the call has been ported.

6.3.11.1.1.2 To determine the responsible originating Carrier of all calls for billing purposes, Qwest and Union are required to utilize the

Number Portability Administration Center (NPAC) database, or another database that is supported by Ordering and Billing Forum (OBF).

6.3.11.2 Toll Transit

6.3.11.2.1 Toll Transit is any traffic that originates from one Telecommunications Carrier's network, transits Qwest's network, and terminates to yet another Telecommunications Carrier's network between an EAS Local area but within the LATA. The applicable Qwest rate contained in Exhibit A of this Agreement shall apply to the originating Party

6.3.12 Jointly Provided Switched Access Services

6.3.1.12.1 Should the Parties desire to exchange Jointly Provided Switched Access Services traffic, the Parties will enter into an amendment to this Agreement.

6.3.13 Signaling Parameters

6.3.13.1 Telecommunications Carriers are required to provide each other the proper signaling information (e.g., originating call party number and destination call party number, etc.) to enable each Party to issue bills in a complete and timely fashion. 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. Proposed modification: If either party fails to provide CPN on originating traffic (valid originating information), and cannot substantiate technical restrictions (i.e., MF signaling), such traffic will be billed at applicable tariffed Switched Access rates.

6.4 Ordering

6.4.1 When ordering Wireless Service, the ordering Party shall specify requirements on the Access Service Request: (ASR) 1) the type and number of Interconnection facilities to terminate at the Point of Interconnection in the Serving Wire Center; 2) the type of interoffice transport, (i.e., Direct Trunked Transport or Tandem switched Transport); and 3) any optional features. 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.

6.4.2 For each NXX code assigned to Union by the NANPA, Union will provide Qwest with the CLLI codes of the Tandems and Union's Point of Interface to which traffic associated with the NXX will be routed. For NXX codes assigned to existing trunk groups, Union will also provide Qwest with the Qwest assigned Two-Six Code aka Trunk Group Serial Number (TGSN) to which each NXX will be routed.

6.4.3 When Union has a DS3 Entrance Facility or has purchased a DS3 private line facility, Union will order the appropriate DS1 facility required and identify the channels of the DS3 to be used to provide circuit facility assignments. Also, if Union has a DS1 Entrance Facility or has purchased a DS1 private line facility, Union will be responsible for identification of the DS0 channels of the DS1 private line to be used to provide circuit facility assignment.

6.4.4 A joint planning meeting will precede Union orders for Interconnection at new Points

of Interconnection (POIs). These meetings will result in agreement and commitment that both Parties can implement the proposed plan and the transmittal of Access Service Requests (ASRs) 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.

6.4.5 Service intervals and due dates for initial establishment of trunking arrangements at each location of Interconnection between the Parties will be determined on an Individual Case Basis.

6.4.6 Service intervals and due dates for the establishment of subsequent trunking arrangements for Interconnection between the Parties, will be in accordance with the guidelines contained in the Wireless Carrier Resource Guide, available on Qwest's web site: <http://www.qwest.com/wholesale/pcat/wireless.html>.

6.4.7 Union may cancel an order for Wireless Service at any time prior to notification by Qwest that service is available for Union's use, subject to cancellation charges described in State Access Tariffs. If Union is unable to accept Wireless Service within thirty (30) calendar Days after the original service date, Union has the following options:

6.4.7.1 The order for Wireless Service will be cancelled, and cancellation charges will apply, or Billing for the service will commence.

6.4.7.2 In such instances, the cancellation date or the date billing is to commence, depending on which option is selected by Union, will be the 31st calendar Day beyond the original service date of the order for Wireless Service.

SECTION 7.0 – COLLOCATION

7.1 Should the Parties desire to establish a Collocation relationship, the Parties will enter into an Amendment to this Agreement and additional insurance requirements may apply.

SECTION 8.0 - UNBUNDLED NETWORK ELEMENTS

8.1 Should the Parties desire to establish UNEs, the Parties will enter into an Amendment to this Agreement.

SECTION 9.0 - ANCILLARY SERVICES

9.1 Intentionally Left Blank

9.2 911/E911 Service

9.2.1 Compliance with FCC Docket 94-102 necessitates the integration of Wireless calls to the E911 network, which is separate from the Interconnection. This E911 connectivity must be between the Wireless Carrier's switch and the appropriate 911 selective router and must include provisions for the delivery of the Wireless End User Customer's call back telephone number and the location of the originating cell tower for Phase I and the X, Y coordinate, within 157 meters, of the calling party in lieu of the originating cell tower location, for Phase II. It is the Wireless Carriers responsibility to arrange for compliance with this section of FCC 94-102. The Parties will cooperate in the joint provision of Wireless E911 service, to include the provisioning of the network and Automatic Location Identification (ALI) Database, under a separate agreement, which is compliant with the requirements of FCC docket 94-102, when a qualifying Public Safety Answering Point (PSAP) requests such service.

9.3 Additional Ancillary Services

9.3.1 Should the Parties desire to establish a additional Ancillary Services, the Parties will enter into an Amendment to this Agreement.

SECTION 10.0 - NETWORK SECURITY

10.1 Protection of Service and Property. Each Party shall exercise the same degree of care to prevent harm or damage to the other Party and any third parties, its employees, agents or End User Customers, or their property as it employs to protect its own personnel, End User Customers and property, etc.

10.2 Each Party is responsible to provide security and privacy of communications. This entails protecting the confidential nature of Telecommunications transmissions between End User Customers during technician work operations and at all times. Specifically, no employee, agent or representative shall monitor any circuits except as required to repair or provide service of any End User Customer at any time. Nor shall an employee, agent or representative disclose the nature of overheard conversations, or who participated in such communications or even that such communication has taken place. Violation of such security may entail state and federal criminal penalties, as well as civil penalties. Each party is responsible for training covering its employees on such security requirements and penalties.

10.3 The Parties' Telecommunications networks are part of the national security network, and as such, are protected by federal law. Deliberate sabotage or disablement of any portion of the underlying equipment used to provide the network is a violation of federal statutes with severe penalties, especially in times of national emergency or state of war. The Parties are responsible for training their employees on such security requirements and penalties.

10.4 If either Party requests additional terms for network security, the Parties will negotiate the terms and conditions using the current Qwest Wireline Utah SGAT as a source document.

SECTION 11.0 - ACCESS TO OPERATIONAL SUPPORT SYSTEMS (OSS)

11.1 Description

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

11.2 OSS Support for Pre-Ordering, Ordering and Provisioning

11.2.1 ASR (Access Service Request) Ordering Process

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

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

11.2.1.3 Wireless Interconnection can be ordered electronically via EXACT and TELIS.

11.2.2 Functions

11.2.2.1 Access Service Request (ASR)

11.2.2.1.1 The ASR transaction allows Union to submit an order.

11.2.2.2 Firm Order Confirmation (FOC)

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

11.2.3 Facility Based EDI Listing Process

11.2.3.1 The Facility Based EDI Listing Process is a single interface from Union to

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

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

11.3 Hours of Operation

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

11.4 Billing

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

11.5 Outputs

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

- a) Paper
- b) NDM (Dedicated Circuit or dial-up)
- c) Internet/WEB (read only)
- d) Diskette

11.5.2 Files and Records

11.5.2.1 Category 11 Records: These Exchange Message Records (EMR) provides mechanized record formats that can be used to exchange access usage information between Qwest and Union. For Transit Traffic, 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.

11.5.2.2 Category 11-XX-XX series records are used to exchange detailed access usage information.

11.5.2.3 Category 11-XX-XX series records are used to exchange summarized access minutes-of-use and 8XX database queries.

11.5.2.4 These mechanized records are available from Qwest in the following formats:

- a) NDM (Dedicated Circuit or dial-up)
- b) Internet WEB

11.5.2.5 A charge will apply for Category 11-XX-XX records sent by Qwest to Union in an EMI mechanized format. These records are used to provide information necessary for Union to bill the originating carrier for jointly provided Access Services and 8XX database queries. The charge is for each record created and transmitted and is listed in Exhibit A of this Agreement.

11.6 Modifications to OSS Interfaces

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

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

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

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

11.7 Union Responsibilities for Implementation of OSS Interfaces

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

11.8 Wholesale Services (WS) Systems Help Desk

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

11.8.1.1 Connectivity

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

11.8.1.2 File Outputs

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

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

11.8.1.4 Hours of Operation

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

11.9 Reserved for Future Use

11.10 Compensation/Cost Recovery

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

SECTION 12.0 – MAINTENANCE AND REPAIR

12.1 Service Levels

12.1.1 Qwest will provide repair and maintenance for all services covered by this Agreement in substantially the same time and manner as that which Qwest provides for itself, its End User Customers, its Affiliates, or any other party.

12.1.2 During the term of this Agreement, Qwest will provide necessary maintenance business process support to allow Union to provide similar service quality to that provided by Qwest to its End User Customers.

12.1.3 Qwest will perform repair service that is substantially the same in timeliness and quality to that which it provides to itself, its End User Customers, its Affiliates, or any other party. Trouble calls from Union shall receive response time priority that is substantially the same as that provided to Qwest, its End User Customers, its Affiliates, or any other party and shall be handled in a nondiscriminatory manner

12.2 Service Interruptions

12.2.1 The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party 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 the plant of the other Party, its affiliated companies, or its connecting concurring Carriers involved in its services; 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".

12.2.2 If it is confirmed that either Party is causing 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.

12.2.3 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.

12.2.4 Each Party shall furnish a trouble reporting telephone number for the designated repair center. This number shall give access to the location where records are normally located and where current status reports on any trouble reports are readily available. If necessary, 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.

12.2.5 Before either Party reports a trouble condition, it shall use its best efforts to isolate

the trouble to the other's facilities.

12.2.5.1 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 Unions and itself.

12.2.5.2 The Parties shall cooperate in isolating trouble conditions.

12.3 Trouble Isolation

12.3.1 Union is responsible for its own End User Customer base and will have the responsibility for resolution of any service trouble report(s) from its End User Customers. Union will perform trouble isolation on services it provides to its End User Customers to the extent the capability to perform such trouble isolation is available to Union, prior to reporting trouble to Qwest. Qwest will work cooperatively with Union to resolve trouble reports when the trouble condition has been isolated and found to be in a portion of Qwest's network. Qwest and Union will report trouble isolation test results to each other. Each Party shall be responsible for the costs of performing trouble isolation on its facilities.

12.3.2 A Maintenance of Service charge shall apply if the trouble is not in Qwest's facilities, including Qwest's facilities leased by Union. Maintenance of Service charges are set forth in Exhibit A. When trouble is found on Qwest's side of the Point of Interface during the investigation of the initial or repeat trouble report for the same line or circuit within thirty (30) Days, Maintenance of Service charges shall not apply again.

12.4 Work Center Interfaces

12.4.1 Qwest and Union shall work cooperatively to develop positive, close working relationships among corresponding work centers involved in the trouble resolution processes.

12.5 Misdirected Repair Calls

12.5.1 Union and Qwest will employ the following procedures for handling misdirected repair calls:

12.5.1.1 Union and Qwest will provide their respective End User Customers with the correct telephone numbers to call for access to their respective repair bureaus.

12.5.1.2 End User Customers of Union shall be instructed to report all cases of trouble to Union. End User Customers of Qwest shall be instructed to report all cases of trouble to Qwest.

12.5.1.3 To the extent the correct provider can be determined, misdirected repair calls will be referred to the proper provider of Basic Exchange Telecommunications Service.

12.5.1.4 Union and Qwest will provide their respective repair contact numbers to one another on a reciprocal basis.

12.5.1.5 In responding to repair calls, neither Party shall make disparaging remarks about each other, nor shall they use these repair calls as the basis for internal

referrals or to solicit End User Customers to market services. Either Qwest or Union may respond with accurate information in answering End User Customer questions.

12.6 Major Outages/Restoral/Notification

12.6.1 Qwest will notify Union of major network outages in substantially the same time and manner as it provides itself, its End User Customers, its Affiliates, or any other party. This notification will be via e-mail to Union's identified contact. With the minor exception of certain Proprietary Information, Qwest will utilize the same thresholds and processes for external notification as it does for internal purposes. This major outage information will be sent via e-mail on the same schedule as is provided internally within Qwest. The email notification schedule shall consist of initial reports of abnormal condition and estimated restoration time/date, abnormal condition updates, and final disposition. Service restoration will be non-discriminatory, and will be accomplished as quickly as possible according to Qwest and/or industry standards.

12.6.2 Qwest will meet with associated personnel from Union to share contact information and review Qwest's outage restoral processes and notification processes.

12.6.3 Qwest's emergency restoration process operates on a 7X24 basis.

12.7 Protective Maintenance

12.7.1 Qwest will perform scheduled maintenance of substantially the same quality to that which it provides to itself, its End User Customer, its Affiliates, or any other party.

12.7.2 Qwest will work cooperatively with Union to develop industry-wide processes to provide as much notice as possible to Union of pending maintenance activity. Qwest shall provide notice of potentially Union's End User Customer impacting maintenance activity, to the extent Qwest can determine such impact, and negotiate mutually agreeable dates with Union in substantially the same time and manner as it does for itself, its End User Customers, its Affiliates, or any other party.

12.7.3 Qwest shall advise Union of non-scheduled maintenance, testing, monitoring, and surveillance activity to be performed by Qwest on any Services, including, to the extent Qwest can determine, any hardware, equipment, software, or system providing service functionality which may potentially impact Union and/or Union's End User Customers. Qwest shall provide the maximum advance notice of such non-scheduled maintenance and testing activity possible, under the circumstances; provided, however, that Qwest shall provide emergency maintenance as promptly as possible to maintain or restore service and shall advise Union promptly of any such actions it takes.

12.8 Hours of Coverage

12.8.1 Qwest's repair operation is seven days a week, 24 hours a day. Not all functions or locations are covered with scheduled employees on a 7X24 basis. Where such 7X24 coverage is not available, Qwest's repair operations center (always available 7X24) can call-out technicians or other personnel required for the situation.

12.9 Escalations

12.9.1 Qwest will provide trouble escalation procedures to Union. Such procedures will be substantially the same type and quality as Qwest employs for itself, its End User Customers, its Affiliates, or any other party. Qwest escalations are manual processes.

12.9.2 Qwest repair escalations may be initiated by either calling the trouble-reporting center or through the electronic interfaces. Escalations sequence through five tiers: tester, duty supervisor, manager, director, vice president. The first escalation point is the tester. Union may request escalation to higher tiers in its sole discretion. Escalation status is available through telephone and the electronic interfaces.

12.10 Dispatch

12.10.1 Qwest will provide maintenance dispatch personnel in substantially the same time and manner as it provides for itself, its End User Customers, its Affiliates, or any other party.

12.10.2 Upon the receipt of a trouble report from Union, Qwest will follow internal and industry standards to resolve the repair condition. Qwest will dispatch repair personnel on occasion to repair the condition. It will be Qwest's decision whether or not to send a technician out on a dispatch. Qwest reserves the right to make this dispatch decision based on the best information available to it in the trouble resolution process. It is not always necessary to dispatch to resolve trouble. Should Union require a dispatch when Qwest believes the dispatch is not necessary, appropriate charges will be billed by Qwest to Union for those dispatch-related costs in accordance with Exhibit A Maintenance of Service charges if Qwest can demonstrate that the dispatch was in fact unnecessary to the clearance of trouble or the trouble is identified to be caused by Union facilities or equipment.

12.11 Electronic Reporting

12.11.1 Union may submit Trouble Reports through the Electronic Bonding or GUI interfaces provided by Qwest.

12.11.2 The status of manually reported trouble may be accessed by Union through electronic interfaces.

12.12 Intervals/Parity

12.12.1 Trouble conditions reported on behalf of Union will receive commitment intervals in substantially the same time and manner as Qwest provides for itself, its End User Customers, its Affiliates, or any other party.

12.13 Jeopardy Management

12.13.1 Qwest will notify Union in substantially the same time and manner as Qwest provides this information to itself, its End User Customers, its Affiliates, or any other party that a trouble report commitment (appointment or interval) has been or is likely to be missed. At Union's option, notification may be sent by email or fax. Union may telephone Qwest repair center or use the electronic interfaces to obtain jeopardy status.

12.14 Trouble Screening

12.14.1 Union shall screen and test its End User Customer's trouble reports completely to insure, to the extent possible, that it sends to Qwest only trouble reports that involve Qwest facilities. For services and facilities where the capability to test all or portions of the Qwest network service or facility rest with Qwest, Qwest will make such capability available to Union to perform appropriate trouble isolation and screening.

12.14.2 Qwest will cooperate with Union to show Union how Qwest screens trouble conditions in its own centers, so that Union will employ similar techniques in its centers.

12.15 Maintenance Standards

12.15.1 Qwest will cooperate with Union to meet the maintenance standards outlined in this Agreement.

12.15.2 On manually reported trouble, Qwest will inform Union of repair completion in substantially the same time and manner as Qwest provides to itself, its End User Customers, its Affiliates, or any other party. On electronically reported trouble reports the electronic system will automatically update status information, including trouble completion, across the joint electronic gateway.

12.16 End User Customer Interfaces

12.16.1 Union will be responsible for all interactions with its End Users Customers including service call handling and notifying its End User Customers of trouble status and resolution.

12.17 Single Point of Contact

12.17.1 Qwest will provide a single point of contact for Union to report maintenance issues and trouble reports seven days a week, twenty-four hours a day. A single 7X24 trouble reporting telephone number will be provided to Union for each category of trouble situation being encountered.

12.18 Network Information

12.18.1 Qwest maintains an information database, available to Union for the purpose of allowing Union to obtain information about Qwest's NPAs, LATAs, Access Tandems and Central Offices.

12.18.2 This database is known as the ICONN database, available to Union via Qwest's Web site.

12.18.3 NXX Activity Reports are included in this database.

12.18.4 ICONN is updated in substantially the same time and manner as Qwest updates the same data for itself, its End User Customer, its Affiliates, or any other party.

12.19 Maintenance Windows

12.19.1 Generally, Qwest performs major switch maintenance activities off-hours, during

certain "maintenance windows".

12.19.2 Generally, the maintenance window is between 10:00 p.m. through 6:00 am Monday through Friday, and Saturday 10:00 p.m. through Monday 6:00 am, Mountain Time.

12.19.3 Although Qwest normally does major switch maintenance during the above maintenance window, there will be occasions where this will not be possible.

12.19.4 Planned generic upgrades to Qwest switches are included in the ICONN database, available to Union via Qwest's Web site.

SECTION 13.0 - ACCESS TO TELEPHONE NUMBERS

13.1 Nothing in this Agreement shall be construed in any manner to limit or otherwise adversely impact either Party's right to request an assignment of any NANP number resources including, but not limited to, Central Office (NXX) Codes pursuant to the Central Office Code Assignment Guidelines published by the Industry Numbering Committee (INC) as INC 95-0407-008 (formerly ICCF 93-0729-010) and Thousand Block (NXX-X) Pooling Administration Guidelines INC 99-0127-023, when these Guidelines are implemented by the FCC or Commission Order. The latest version of the Guidelines will be considered the current standard.

13.2 North American Numbering Plan Administration (NANPA) has transitioned to NeuStar. Both Parties agree to comply with Industry guidelines and Commission rules, including those sections requiring the accurate reporting of data to the NANPA.

13.3 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) to recognize and route traffic to the other Party's assigned NXX or NXX-X codes. Neither Party shall impose any fees or charges 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.

13.4 Each Party is responsible for administering numbering resources assigned to it. Each Party will cooperate to timely rectify inaccuracies in its LERG data. Each Party is responsible for updating the LERG data for NXX codes assigned to its switches. Each Party shall use the LERG published by Telcordia or its successor for obtaining routing information and shall provide through an authorized LERG input agent, all required information regarding its network for maintaining the LERG in a timely manner.

13.5 Each Party shall be responsible for notifying its End User Customers of any changes in numbering or dialing arrangements to include changes such as the introduction of new NPAs.

SECTION 14.0 - LOCAL DIALING PARITY

14.1 The Parties shall provide local dialing parity to each other as required under Section 251(b)(3) of the Act. Qwest will provide local dialing parity to competing Carriers of telephone Exchange Service and telephone Toll Service, and will permit all such Carriers to have non-discriminatory access to telephone numbers, Operator Services (OS), Directory Assistance (DA), and Directory Listings (DL), with no unreasonable dialing delays. Union may elect to route all of its End User Customers calls in the same manner as Qwest routes its End User Customers calls, for a given call type (e.g., 0, 0+, 1+, 411), or Union may elect to custom route its End User Customers' calls differently than Qwest routes its End User Customer's calls. Additional terms and conditions with respect to customized routing are described in this Agreement

SECTION 15.0 – Reserved

SECTION 16.0 - BONA FIDE REQUEST PROCESS

16.1 This Agreement does not contain any provisions for the Bona Fide Request (BFR) Process. If Union requests a BFR from Qwest, the Parties will negotiate the terms and conditions using the current Qwest Wireline Utah SGAT as a source document.

SECTION 17.0 – SPECIAL REQUEST PROCESS

17.1 This Agreement does not contain any provisions for the Special Request Process (SRP). If Union requests SRP from Qwest, the Parties will negotiate the terms and conditions using the current Qwest Wireline Utah SGAT as a source document.

SECTION 18.0 - AUDIT PROCESS

18.1 "Audit" shall mean the comprehensive review of:

18.1.1 Data used in the billing process for services performed, including reciprocal compensation, and facilities provided under this Agreement; and

18.1.2 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.

18.2 The data referred to above shall be relevant to any performance indicators that are adopted in connection with this Agreement, through negotiation, arbitration or otherwise. This Audit shall take place under the following conditions:

18.2.1 Either Party may request to perform an Audit.

18.2.2 The Audit shall occur upon thirty (30) business Days written notice by the requesting Party to the non-requesting Party.

18.2.3 The Audit shall occur during normal business hours.

18.2.4 There shall be no more than two Audits requested by each Party under this Agreement in any 12-month period.

18.2.5 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.

18.2.6 The location of the Audit shall be the location where the requested records, books and documents are retained in the normal course of business.

18.2.7 All transactions under this Agreement which are over twenty-four (24) months old will be considered accepted and no longer subject to Audit. The Parties agree to retain records of all transactions under this Agreement for at least 24 months.

18.2.8 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.

18.2.9 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.

18.2.10 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.

18.2.11 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). All errors not corrected within thirty (30) business Days shall be escalated to the Vice-

President level.

18.3 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, Union 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.

SECTION 19.0 - CONSTRUCTION CHARGES

19.1 Should the Parties desire to establish Construction Charges for network facilities or Union requests interconnection facilities to be provided on a route that involves extraordinary circumstances that may be subject to construction charges, the Parties will enter into an Amendment to this Agreement.

SECTION 20.0 - NETWORK STANDARDS

20.1 The Parties recognize that Qwest services and Network Elements have been purchased and deployed, over time, to Telcordia and Qwest technical standards. Specification of standards is built into the Qwest purchasing process, whereby vendors incorporate such standards into the equipment Qwest purchases. Qwest supplements generally held industry standards with Qwest Technical Publications.

20.2 The Parties recognize that equipment vendors may manufacture Telecommunications equipment that does not fully incorporate and may differ from industry standards at varying points in time (due to standards development processes and consensus) and either Party may have such equipment in place within its network. Except where otherwise explicitly stated within this Agreement, such equipment is acceptable to the Parties, provided said equipment does not pose a security, service or safety hazard to persons or property.

20.3 Generally accepted and developed industry standards which the Parties agree to support include, but are not limited to:

20.3.1 Switching

GR-954-CORE LIDB

GR-2863-CORE AIN

GR-1428-CORE Toll Free Service

GR-1432-CORE TCAP

GR-905-CORE ISUP

GR-1357-CORE switched Fractional DS1

GR-1298-CORE AIN switching System Generic Requirements

GR-1299-CORE AIN Service Control Point Adjunct Interface Generic Requirements

TR-NWT-001284 AIN 0.1 switching System Generic Requirements

GR-905-CORE Common Channel Signaling Network Interface Specification

GR-1432-CORE CCS Network Interface Specification Telcordia TR-TSY-000540, Issue 2R2

GR-305-CORE

GR-1429-CORE

GR-2863-CORE

FR-64 LATA LSSGR

GR-334-CORE switched Access Service

TR-NWT-000335 Voice Grade Special Access Services

TR-TSY-000529 Public LSSGR

TR-NWT-000505 LSSGR Call Processing

FR-NWT-000271 OSSGR

TR-NWT-001156 OSSGR Subsystem

SR-TSY-001171 System Reliability Analysis

20.3.2 Transport

Telcordia FR-440

TR-NWT-000499 (TSGR) Transport Systems Generic Requirements

GR-820-CORE Generic Transmission Surveillance; DS1 and DS3 Performance

GR-253-CORE Synchronous Optical Network Systems (SONET)

TR-NWT-000507 Transmission

TR-NWT-000776 NID for ISDN Subscriber Access

TR-INS-000342 High Capacity Digital Special Access Service

ST-TEC-000051 & 52 Telecommunications Transmission Engineering
Handbooks Volumes 1 & 2

ANSI T1.102-1993 Digital Hierarchy – Electrical Interface; Annex B

20.3.3 Intentionally Left Blank

20.3.4 Local Number Portability

Generic Requirements for SCP Application and GTT Function for Number Portability, ICC LNP Workshop SCP Generic Requirements Subcommittee.

Generic Switching and Signaling Requirements for Number Portability, Version 1.03, ICC LNP Workshop Switch Generic Requirements Subcommittee, September 4, 1996.

Generic Operator Services Switching Requirements for Number Portability, Issue 1.1, Tech Rep, Illinois Number Portability Workshop, 1996.

Number Portability Operator Services Switching Systems (Revision of T1.TRQ.1-1999) T1.TRQ.1-2001

Number Portability Switching Systems (Revision of T1.TRQ.2-1999) T1.TRQ.02-2001

Number Portability Database and Global Title Translation T1.TRQ.03-1999

FCC First Report and Order and Further Notice of Proposed Rulemaking; FCC 96-286; CC Docket 95-116, RM 8535; Released July 2, 1996;

FCC First Memorandum Opinion and Order on Reconsideration; FCC 97-74; CC Docket 95-116, RM 8535; Released March 11, 1997.

FCC Second Report and Order, FCC 97-298; CC Docket 95-116, RM 8535; Released August 18, 1997.

FCC Third Report and Order, FCC 98-82; CC Docket 95-116, RM 8535; Released May 12, 1998.

FCC Wireless LNP deadline to 11/24/03, FCC 02-215; CC Docket 95-116; WT Docket 01-184; Released July 26, 2002.

20.4 Intentionally Left Blank

20.5 Qwest Technical Publications have been developed as a resource to support service offerings, inform End User Customers and suppliers, and promote engineering consistency and deployment of developing technologies. Qwest provides all of its Technical Publications at no charge via website: <http://www.qwest.com/techpub/>.¹

¹ Qwest now provides all Technical Publications to WSPs for no charge via the internet.

SECTION 21.0 - SIGNATURE PAGE

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

Union Telephone Company

Signature

Name Printed/Typed

Title

Date

Qwest Corporation

Signature

L. T. Christensen
Name Printed/Typed

Director-Interconnection Agreements
Title

Date

*As an appeal has been filed in accordance with the Telecommunication's Act of 1996 with the U.S. District Court for the District of Utah following action by the Utah Public Service Commission on this Agreement, Union reserves its right to pursue amendments, changes, modifications or revisions to this Agreement consistent with the action of the U.S. District Court.

Exhibit B

ADVICE ADOPTION LETTER

Director of Interconnection Compliance

C/O Steve Dea

Qwest

1801 California, Room 2410

Denver, CO 80202

Re: Qwest Corporation ("Qwest") New Product: _____

Dear Sir or Madam:

By its signature below, _____ ("WSP") hereby agrees to be bound by the rates, terms and conditions that Qwest has offered for the New Qwest Product identified above as an amendment to its Interconnection Agreement with Qwest for the state(s) of _____.

WSP certifies that the rates, terms, and conditions contained on Attachment A (attached hereto) are the rates, terms and conditions contained on Qwest's web site that have been provided for the New Product identified above.

WSP

By: _____

Title: _____

Date: _____

Exhibit C

INTERIM ADVICE ADOPTION LETTER

Director of Interconnection Compliance

C/O Steve Dea
Qwest
1801 California, Room 2410
Denver, CO 80202

Re: Qwest Corporation ("Qwest") New Product: _____

Dear Sir or Madam:

By its signature below, _____ ("WSP") hereby agrees to be bound by the rates, terms and conditions that Qwest has offered and provided on its Web Site for the New Qwest Product identified above as an interim amendment to its Interconnection Agreement with Qwest for the state(s) of _____.

WSP certifies that the rates, terms, and conditions contained on Attachment A (attached hereto) are the rates, terms and conditions that have been provided for the New Product identified above.

Qwest acknowledges that WSP believes that the rates, terms and conditions for the Qwest New Product should be altered and that WSP enters into this Interim Advice Adoption Letter with the express intention to renegotiate the rates, terms and conditions associated with the Qwest New Product pursuant to the terms of Section 1.7.1.2 of the Agreement. WSP enters into this Interim Advice Adoption Letter without prejudice to or waiver of any of its rights to challenge the terms and conditions of this Interim Advice Adoption Letter under the Interconnection Agreement, the Act, FCC or state Commission rules.

WSP

By: _____

Title: _____

Date: _____

Exhibit D
Election of Reciprocal Compensation Option

Pursuant to the election in this Exhibit D of this Agreement, the Parties agree to exchange Local Traffic, per section 6.3.6.3.

WSP must select either 1. or 2.

1. The rates applicable to Local Traffic between Qwest and WSP shall be the same as the rates established in ISP-bound traffic pursuant to Section 6.3.10.2.3. Such rate for ISP-bound traffic will apply to Local Traffic in lieu of End Office Call Termination rates, and Tandem Switched Transport rates.

Signature _____

Print Name: _____

2. Compensation rate for Local Traffic shall be as established by the Commission. The Parties shall cooperate in establishing a process by which Local Traffic and ISP-bound traffic will be identified in order to compensate one another at the appropriate rates and in a prompt manner (See §6.3.11).

Signature _____

Print Name: _____

Following must be populated to ensure accurate billing:

ACNA _____
ACNA _____
ACNA _____
ACNA _____

When the FCC ordered rate for ISP-bound traffic is applied to Local Traffic, the FCC Ordered ISP rate is used in lieu of End Office call termination and Tandem Switched Transport rate elements.