

JOSEPH MCNEAL, d/b/a PAGEDATA

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IDAHO PUBLIC
UTILITIES COMMISSION

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

JOSEPH B. MCNEAL, d/b/a PAGEDATA,)
)
)
)
Petition for Arbitration of Interconnection)
Rates, Terms and Conditions and Related)
Arrangements with Qwest Corporation)
Pursuant to Section 252(b))
)
)
_____)

CASE NO. GNR-T-04-05

PETITION FOR ARBITRATION

Date of Negotiation Request – Arbitrated Release
135th day thereafter – Arbitrated Release
160th day thereafter – Arbitrated Release
9 months thereafter - Arbitrated Release

1. Joseph B. McNeal, d/b/a PageData (“PageData” or “Petitioner”), hereby petitions the Idaho Public Utility Commission (“Commission”) to arbitrate unresolved issues including “pick and choose” under § 252(i), relief from Qwest’s denial of PageData’s single point of presence (SPOP) under § 251(c)(2)(b), continuous paging ruling, and other unresolved issues in the negotiation of an interconnection agreement (“Agreement”) between PageData and Qwest Corporation (“Qwest”), pursuant to 47

U.S.C. § 252(b) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996 ("Act"). PageData requests that the Commission resolve each of the issues set forth herein by ordering the Parties to incorporate PageData's proposed language in their interconnection agreement. In support of this Petition, PageData states as follows:

I. PARTIES

2. Petitioner, Joseph B. McNeal d/b/a PageData, is a telecommunications carrier that provides CMRS services in Idaho. Petitioner's primary business address is 6610 Overland Rd., Boise, Idaho 83709.

3. Qwest is an incumbent provider of local exchange services within Idaho. Qwest Corporation's headquarter offices are located at 1801 California Street, Denver, Colorado 80202. Qwest is, and at all relevant times has been, an incumbent local exchange carrier ("ILEC") for the State of Idaho as that term is defined in Section 251(h) of the Act, 47 U.S.C. § 251(h).

4. All correspondence, notices, inquiries, and orders regarding this Petition should be directed to:

Joseph B. McNeal
PageData
6610 Overland Rd.
Boise, ID 83709

5. Respondent's contact persons with respect to these interconnection negotiations have been as follows:

William "Bill" Batt
Marshall Batt and Fisher
U.S. Bank Plaza, Suite 500
101 S. Capitol Boulevard
Boise, ID 83701

Qwest Corporation
Director – Interconnect
1801 California Street, Room 2410
Denver, CO 80202

6. To date, PageData has been operating under the Arch Paging, Inc. interconnection agreement which PageData adopted pursuant to Section 252(i) of the Act and which the Commission has approved.

7. PageData submitted its request to Qwest for interconnection negotiations by letter on March 16, 2004. (A copy of this letter is attached in Exhibit A to this Petition.) These negotiations were initiated to arrive at new terms and conditions to replace the existing interconnection agreement between the Parties for Idaho. The final date for completion of arbitration of the unresolved issues between the parties, pursuant to 47 U.S.C. § 252(b)(5), should be June 17, 2004, due to the Commission evening the playing field and Qwest's failure to self-certify and lack of negotiations in good faith.

II. IMPORTANCE OF REQUESTED ARBITRATION

8. Congress adopted sections 251 and 252 of the Act to foster local exchange competition by imposing certain requirements on incumbent local exchange carriers ("LEC") that are designed to facilitate the entry of competing telecommunications carriers. However, after years of deregulation and efforts by this Commission to promote competition, meaningful competition still does not exist in Qwest's service territories in Idaho. The lack of competition in Qwest's service territories is due in large part to Qwest's reluctance to fully engage in the competitive process by complying with the Commission's orders and federal and state legislation.

9. Despite Qwest's repeated failure to fully engage in competition, this arbitration hopefully will bring about necessary changes. The terms proposed by PageData are conducive to wider ranges of competition between Qwest and other telecommunications carriers. Therefore, this Commission's resolution of the dispute will usher real competition into Qwest's local exchange territory for the benefit of public interest.

III. COMMISSION JURISDICTION

10. Under the Act, any party negotiating an agreement for interconnection may petition the appropriate State commission to mediate at any time or to arbitrate any open issues. 47 U.S.C. §§ 252(a)(2) and 252(b)(1). In most cases arbitration may be filed from the 135th day to the 160th day (inclusive) after the ILEC received the request for negotiation. *Id.* By stipulation, in good faith negotiations, the parties can extend the negotiation period for arbitration. It would stand to reason that in bad faith negotiations, the Commission could shorten the negotiation period for arbitration.

11. During §§ 252(a) and (i) negotiations, Qwest threatened to shut off PageData's current facilities and Qwest broke the Firm Order Commitment Due Dates to complete the installation for twelve T1s for PageData's SPOP by putting the orders on indefinite legal hold because of Qwest's unilateral classification of a paging service provided by PageData called "continuous paging" as enhanced services. PageData's services are now restricted to the Boise EAS. Without the SPOP, PageData's services are not available throughout LATA 652 including Rexburg, Idaho Falls, Pocatello, Ketchum, Burley, and Twin Falls.

12. Through a determinate effort, Qwest shaped the competitive landscape in its 14 state territory by identifying certain carriers and giving them preferential treatment while using its ultimate weapon of denial of facilities against targeted carriers. Until recently, state regulators were unaware of the extent of Qwest's infractions. Qwest has gained an advantage by these actions because most states in Qwest's territory do not have the resources to even the playing field.

13. Related to this issue, the FCC issued its Notice of Apparent Liability in the Matter of Qwest Corporation Apparent Liability for Forfeiture ("NAL") on March 12, 2004, to assist rural states in the process. Upon review of the NAL, PageData was concerned about the state of negotiations and asked Qwest¹ to self-certify by letter on or before March 19, 2004, by a vice president that Qwest had filed all interconnection agreements in the state of Idaho and that Qwest was negotiating with PageData in good faith and include a proposed schedule for exchange of interconnection language. The writer for Bryan Sanderson, Qwest's interconnection negotiator, responded on March 19, 2004, claiming that PageData was attempting to unilaterally change the existing interconnection agreement and that PageData's request for negotiation was invalid.² No vice-president from Qwest provided a self-certification letter as requested by PageData.

14. In cooperation with the states of Minnesota and Arizona's investigation, the FCC determined that Qwest willingly and knowingly violated federal and state law to gain a strategic and economic advantage.³ Regulatory agencies are well within their rights to exercise their judicial discretion for the public interest to even the playing field

1 Letter dated March 16, 2004, from Joseph McNeal of PageData, to Bryan Sanderson of Qwest
2 Letter dated March 19, 2004, from Bryan Sanderson of Qwest to Joseph McNeal, PageData.
3 FCC NAL

for competition to emphasize the intent of Congress, the state legislature, and the Commission.

15. In light of the FCC NAL, Qwest's failure to self-certify, Qwest's failure to comply with §§ 251 and 252, and Qwest's lack of negotiating in good faith, the Commission has jurisdiction under the Act to give arbitrated release.

IV. GAMING THE SYSTEM

16. Qwest is gaming the system and taking advantage of a Catch-22 situation in § 252(e) to the detriment of competitive carriers that play by the rules. Terms and conditions from unfiled interconnection agreements are not available for pick and choose under § 252(i) if the state commission has not approved them. State commissions cannot approve the interconnection agreements if Qwest does not file them. Meanwhile, competitive carriers that played by the rules and were not a party to the unfiled interconnection agreements could not take advantage of the favorable terms and conditions that co-competitive carriers received and are stuck with old and outdated interconnection agreements. There can be no good faith negotiations, the bedrock of § 252, if all interconnection agreements are not filed in the states with all terms and conditions available for adoption under § 252(i). The FCC NAL decision was universal in the fact that agreements requested by the states of Minnesota and Arizona were declared interconnection agreements. Any regional and multi-state agreements included in that determination by the FCC's federal ruling would also be deemed interconnection agreements in all of the other applicable states.

V. § 252(a),(b), AND (i) NEGOTIATION EXERPTS

17. Per the June 4, 2003, letter received from Bob McKenna at Qwest to Joseph McNeal with PageData and Chris Olsen of the FCC Enforcement Bureau, PageData has notified Qwest that PageData wishes to adopt terms and conditions under § 252(i) from the Bridgeband⁴ and XO Idaho⁵ interconnection agreements for submittals of ASRs. The boilerplate agreement does not provide language for submitting ASRs for facility requests. PageData has been notified that the ASRs are Qwest's preferred method for all carriers to request facilities.

18. A continuous paging ruling needs to be determined. If it is ruled that continuous paging is paging service and not enhanced services, then PageData believes Qwest would prefer the flat rate billing with the high minutes of use for continuous paging and other innovative technologies. PageData proposed a flat rate billing of 6,000 MOU per trunk per month for reciprocal compensation as is in the Progressive Paging, Arch, PageData, and WaveSent interconnection agreements. Flat rate billing is not unusual. PageData believes flat rate billing would avoid future disputes over the types of traffic terminated as PageData introduces a stream of new technology that will require high minutes of use of airtime and facility time.

19. PageData has notified Qwest that PageData wishes to adopt terms and conditions under § 252(i) from the Bridgeband and XO Idaho interconnection agreements for dispute resolution that was a by-product of the unfiled interconnection agreements. This dispute resolution clause includes access to vice-presidents, but does not include

4 IPUC Case QWE-T-01-26, Interconnection Agreement between Qwest Corporation and Bridgeband Communications, approved January 29, 2002.

5 IPUC Case QWE-T-02-02, Statement of Generally Available Terms and Conditions for Interconnection, Unbundled Network Elements, Ancillary Services, and Resale of Telecommunications Services Provided by Qwest Corporation in the State of Idaho, Second Revision, and XO Idaho, December 10, 2001.

access to the president/CEO of Qwest as in one of the unfiled interconnection agreements.

20. PageData has notified Qwest that PageData wishes to adopt terms and conditions under § 252(i) from the Verizon Wireless⁶ interconnection agreement for the exchange of ISP-bound traffic. This term and condition was originally available in a multi-state agreement and has since been updated for Idaho.

21. The Single Point of Presence amendment to the Arch interconnection agreement was an unfiled agreement with a very short expiration date. Because of an informal complaint filed by PageData at the FCC Enforcement Bureau, this interconnection agreement was filed in each of Qwest's 14 states and therefore made available to all carriers under § 252(a) and (i). By law, an Idaho competitive carrier should not have to go hunting state to state chasing interconnection agreements that should be on file at the state commissions in order to get access to the best terms and conditions.

22. The newly filed interconnection agreements have reduced benefits. A competitive carrier has the option of waiting years for the unfiled interconnection agreements issue to get resolved or make a business decision and immediately adopt Qwest's filed by-products.

23. During Qwest's 271 process many of the unfiled interconnection agreements came to light as various competitors found that Qwest had granted terms and conditions more favorable to one group than another. Qwest rewarded these favored carriers by entering into new interconnection agreements with adjusted terms and

6 IPUC Case No. USW-T-97-11 and USW-T-97-15, Type 2 Wireless Interconnection Agreement Between Qwest Corporation and Cellco Partnership d/b/a Verizon Wireless for the State of Idaho Pursuant to 47 U.S.C. 252(e)

conditions. The timeframe needed to negotiate new interconnection agreements was substantially accelerated for the preferred carriers. Because of state commission's pressure to file agreements, Qwest strategically filed certain interconnection agreements with short expiration dates in various states. Qwest claims that the terms and conditions of expired unfiled interconnection agreements are not subject to § 252(i).

24. Qwest and PageData have had a volatile relationship over many years. Qwest has stifled PageData's innovative technology because of Qwest's refusal to install a SPOP for PageData and Qwest's refusal to file all interconnection agreements in the state of Idaho. In defiance of the TSR Order, Qwest has recently, unilaterally classified some of the innovative technology of PageData as enhanced services and used this as a justification for continuing to deny PageData a SPOP. Under § 251(c)(2)(b), Qwest is responsible for interconnecting "at any technically feasible point within the carrier's network." The FCC re-affirmed that this included either a SPOP or multi-point of presence at the option of the requesting carrier.⁷

25. The FCC noted that Qwest personnel would go to great lengths, including changing meeting minutes, breaking company policy, and breaking the law, to reach Qwest's ultimate goal of getting an economic advantage. The FCC further stated in its NAL:

20. Once submitted, if an interconnection agreement is approved by the state commission, other carriers may also adopt the terms and conditions or the rates in the agreement pursuant to section 252(i). Through this mechanism, competitive carriers avoid the delay and expense of negotiating new agreements with the incumbent LEC and then awaiting state commission approval. Absent such a mechanism, "the nondiscriminatory, pro-competition purpose of section 252(i) would be defeated"

⁷ FCC Memorandum Opinion and Order Released July 17, 2002 in the Matter of Worldcom, *et al*

21. We have historically given a broad construction to section 252(a)(1). As noted above, in the *Local Competition Order*, we found that

requiring filing of all interconnection agreements best promotes Congress's stated goals of opening up local markets to competition, and permitting interconnection on just, reasonable, and nondiscriminatory terms. State commissions should have the opportunity to review *all* agreements . . . to ensure that such agreements do not discriminate against third parties, and are not contrary to the public interest.

In that same order, we applied this broad construction in adopting the "pick and choose" construction of section 252(i), under which CLECs may adopt parts of interconnection agreements with incumbent LECs, rather than adopting those agreements in their entirety.

Section 51.809(a) of the Commission's rules, 47 C.F.R. § 51.809(a), provides:

An incumbent LEC shall make available without unreasonable delay to any requesting telecommunications carrier any individual interconnection, service, or network element arrangement contained in any agreement to which it is a party that is approved by a state commission pursuant to section 252 of the Act, upon the same rates, terms, and conditions as those provided in the agreement. An incumbent LEC may not limit the availability of any individual interconnection, service, or network element only to those requesting carriers serving a comparable class of subscribers or providing the same service (i.e., local, access, or interexchange) as the original party to the agreement. (Footnotes omitted)

26. Qwest has unreasonably delayed PageData's adoption of favorable terms and conditions under pick and choose. PageData has been denied "avoid[ing] the delay and expense of negotiating new agreements with the incumbent LEC and then awaiting state commission approval." This is in the Commission's jurisdiction to correct.

VI. APPLICABLE LEGAL STANDARDS

27. This arbitration is governed by the standards established in Sections 251 and 252 of the Act, 47 U.S.C. § 251 and 252, the effective rules issued by the Federal

Communications Commission ("FCC") in its *Local Competition Order*,⁸ and other relevant rules and orders adopted by the FCC and this Commission in implementing the statutory sections identified above.

28. Section 252(c) of the Act, 47 U.S.C. § 252(c), requires a State commission resolving open issues by arbitration to:

- (i) ensure that such resolution and conditions meet the requirements of Section 251, including the regulations prescribed by the FCC pursuant to Section 251;
- (ii) establish any rates for interconnection, services, or network elements according to Section 252(d); and
- (iii) provide a schedule for implementation of the terms and conditions by the parties to the agreement.

VII. UNRESOLVED ISSUES

29. In this section, PageData will provide: (i) a listing of the issues between the parties that remain unresolved as of the date of filing this Petition; (ii) a detailed statement of each carrier's position with respect to each issue, including (where applicable) a statement of the last offer made by each carrier on each issue; and (iii) a statement for each issue describing the legal and/or factual basis supporting PageData's position and the conditions or order necessary to achieve the proposed resolution. Unless otherwise noted, it should be assumed that the Parties would be able to implement the resolution in question within 30 days of the final arbitration order by filing a compliance Agreement. Where applicable, PageData will indicate what kind of proceeding might be needed to further resolve the disputed issue in question.

⁸*Implementation of the Local Competition Provisions in the Telecommunications Act of 1996*, CC Docket No. 96-98, First Report and Order, 11 FCC Rcd 15499 (1996) ("*Local Competition Order*").

30. PageData notes for the record that it does not consider the progress made by it and Qwest in resolving any open issues prior to the filing of this Petition as the product of good faith negotiations on the part of Qwest. Qwest has indicated its unwillingness to file both verbal and written interconnection agreements detailed in the FCC NAL and the Colorado Staff Matrix of Unfiled Interconnection Agreements⁹ and to have those terms and conditions available to other carriers in Idaho for adoption under § 252(i). Qwest continues to give preference to companies, that participated in the unfiled interconnection agreement scandals, in the negotiation of new interconnection agreements to file in each of Qwest's 14 state territory.

31. The unresolved issues are provided in a matrix in Appendix B. To assist in the review of the unresolved issues between the parties attached hereto as Exhibit C is a draft Agreement between PageData and Qwest reflecting PageData's understanding as to the current status of the Agreement. All provisions on which the parties have agreed are shown in normal text.¹⁰ Where there are unresolved issues, PageData's proposed language is shown in **bold text**, while the Qwest proposed language is in ~~**bold-strike-through-text**~~.

VIII. GOOD FAITH NEGOTIATIONS

32. In order to demonstrate that Qwest is negotiating in good faith, Qwest should immediately:

⁹ *In the Matter of the Investigation into Unfiled agreements Executed by Qwest Corporation, Initial Public Comments of Staff of the Commission, Appendix M, Unfiled Agreements Matrix, dated February 27, 2004,*

¹⁰ To the extent that Qwest may contest its agreement with any of these or other sections in the contract, PageData reserves the right to arbitrate those issues as well as part of this arbitration process, and to negotiate in compulsory arbitration with Qwest to resolve any open questions.

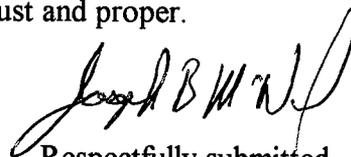
- Release the legal hold status for the T1s necessary for PageData's SPOP and finalize the installation (§ 251(c)(2)(b) and Bob McKenna's Letter dated June 4, 2003)
- Cease restrictions on the type of traffic terminated by PageData such as Internet and enhanced services (§ 252(i) – Verizon Wireless agreement paragraphs 2.1 and 2.2.4, Amendment dated January 4, 2002 and § 251(c)(2))

These two good faith requests are foundational to the Act and part of Qwest's fiduciary duty as the ILEC. There is no justifiable reason to deny this request except to delay, hinder, and intimidate PageData. PageData requests the assigned arbitrator address these two open issues immediately.

IX. REQUESTED RELIEF

33. PageData requests that the Idaho Public Utility Commission:
- (i) Declare that Qwest has willingly and knowingly not negotiated with PageData in good faith;
 - (ii) Rule that Qwest has discriminated against PageData;
 - (iii) Arbitrate the issues specified above;
 - (iv) Reject Qwest's proposed contract language and any proposals to omit the language recommended by PageData;

- (v) Adopt PageData's positions on those issues as reasonable and in public interest;
- (vi) Approve the language and other modifications to the Agreement proposed by PageData;
- (vii) Order the parties to file an Agreement that complies with all Commission directives for its approval within thirty (30) days after issuance of a decision in this proceeding; and
- (viii) Grant such other relief as may be just and proper.



Respectfully submitted,

Joseph B. McNeal
PageData
6610 Overland Rd.
Boise, ID 83709
(208) 375-9844
(208) 373-7159 Fax

CERTIFICATE OF SERVICE

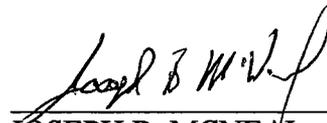
I HEREBY CERTIFY that on the 23th day of March, 2004, I caused to be served a true and correct copy of the foregoing by the method indicated below, and address to the following:

Jean Jewell
Idaho Public Utilities Secretary
472 W. Washington Street
PO Box 83720
Boise ID 83720-0074
 U.S. Mail Fax By Hand By Email

William J. Batt
Marshall Batt & Fisher, LLP
US Bank Plaza, 5th Floor
101 S. Capitol Blvd.
Boise, ID 83701
 U.S. Mail Fax By Hand By Email

Qwest Corporation
Director – Interconnect
1801 California Street, Room 2410
Denver, CO 80202
 U.S. Mail Fax By Hand By Email

Qwest Corporation
Bob McKenna
1801 California Street
Denver, CO 80202
 U.S. Mail Fax By Hand By Email



JOSEPH B. MCNEAL

EXHIBIT A

CORRESPONDENCE
BETWEEN PAGEDATA AND QWEST CORPORATION
REGARDING
INTERCONNECTION NEGOTIATIONS

Bryan Sanderson
Interconnection Negotiator
(206) 345-2275
Fax: (206) 345-0225
E-mail: besande@qwest.com

Joseph McNeal
WaveSent
6610 Overland Rd
Boise, ID 83709

March 19, 2004

Dear Joseph:

I am writing to you in response to your letter of March 16, 2004. Given the prodigious correspondence that we have exchanged with you, I want to make Qwest's position clear on some basic issues. With respect to your attempts to unilaterally amend your Paging Connection Services Agreement (the "Agreement"), Qwest disagrees with your interpretation of 47 U.S.C. §252 and how you have attempted to justify your unilateral attempts at revision. Should PageData wish to utilize its rights under §252 of the Act, it must also accept all portions of the agreement that are legitimately related to the language PageData wishes to "opt into." For example, if PageData wishes to opt into an interconnection between Qwest and a wireline CLEC, PageData would have to adopt all legitimately related provisions, including the basic tenet that it be a certificated wireline CLEC. Therefore, Qwest disagrees with your proposed method to implement PageData's rights under 47 U.S.C. §252 and that you can amend your agreement contrary to the stated process in the Agreement.

Should you wish to terminate the Agreement and initiate new negotiations on a successor agreement, PageData must formalize this request for negotiations in writing. Qwest disagrees with your assertion that the negotiation clock has started, since the Agreement is still in full force and effect and no formal request for negotiations has been received by Qwest. It is Qwest's position that PageData is required to utilize the dispute resolution and mandatory arbitration provisions of the Agreement in order to resolve any disputes between Qwest and PageData under the terms and conditions of the Agreement. The two options discussed above, termination and negotiation of a new agreement and dispute resolution under the Agreement, are the appropriate avenues of recourse for PageData under applicable law and the Agreement.

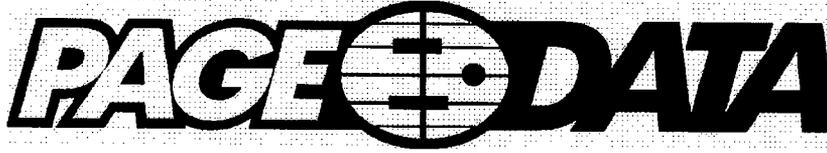
Finally, since you have admitted in your March 16, 2004 letter that PageData is using the Paging Connection Service facilities

to terminate enhance services traffic, in contravention of the Agreement, PageData has no need for the requested trunks to be provisioned that you discussed in your March 16 letter, unless they are ordered out of Qwest's retail tariff for end users, which is exactly the use that you have described in your letters. In addition, Qwest has determined that the telephone number assigned to twenty-four (24) existing trunks Qwest has provisioned for PageData is actually a number that terminates to an Internet Service Provider ("ISP"). This conduct is also directly in contravention to the terms and conditions of the Agreement. Therefore, PageData clearly has sufficient trunking facilities to terminate Paging Connection Service traffic, as contemplated in the Agreement, and no further facilities are necessary. Qwest further reserves the right to reconfigure the facilities it has provisioned to PageData for the exchange of traffic in order to apply the provisions of the Agreement consistently across all facilities between Qwest and PageData.

Since there seems to be a fundamental difference of opinion between PageData and Qwest regarding the Act and the Agreement, I did want to take this opportunity to confirm that Qwest does not accept PageData's interpretations, as discussed above. . If you have any questions, please let me know. I am still hopeful that we can negotiate a resolution to these issues, but PageData must show some good faith by maintaining discussions consistent with applicable law and the Agreement. Thank you.

Very truly yours,

Bryan Sanderson



SENT VIA EMAIL

March 16, 2004

Bryan Sanderson
Qwest
Seattle, WA

RE: ICA Scheduled Timeline

Dear Bryan:

As you are aware, Qwest has reneged on the FOCs (Firm Order Commitments) given to PageData and has put on hold turning on PageData's SPOP facilities. This is totally unacceptable. Qwest's restrictions of the type of traffic that PageData terminates is in violation of Section 251(c)(2). The same enhanced services and Internet traffic are acceptable and compensable traffic under the Verizon Wireless ICA, which PageData also adopted.

Qwest's actions serve to harass, hinder, and delay PageData's growth. PageData is not in violation of its ICA for terminating such traffic. The U.S. Court of Appeals, Fourth Circuit Court has already determined in its decision dated December 18, 2003¹ that terms and conditions in a interconnection agreement in violation of the 1996 Tel Act are unenforceable. Qwest's restriction of the types of traffic that PageData terminates falls under that decision and is therefore unenforceable.

Today PageData has provided you a proposed interconnection agreement that is in compliance with the 1996 Tel Act. This serves as notice that PageData requests this interconnection agreement for each of Qwest's 14 state territory, beginning with Idaho, then Minnesota, Arizona, Iowa, and so on. We have marked additions to the Arch ICA in red and highlighted in yellow from where the terms and conditions were obtained under pick and choose. We have marked the terms and conditions to be deleted from the Arch ICA with a red strikethrough.

PageData is not interested in a long, drawn out negotiation process. If PageData does not receive timely responses from Qwest concerning this interconnection agreement, it is PageData's intention to petition the state of Idaho to arbitrate the interconnection agreement. It is PageData's belief that the 135-160 day period in Section 252(b) pertains to companies that have negotiated according to Section 251(c)(1) -

¹ *In the Matter of MCImetro Access Transmission Services, Inc. v BellSouth Telecommunications, Inc. and North Carolina Utilities Commission.*, U.S. Court of Appeals, Fourth Circuit, Decided December 18, 2003, Case No. 03-1238

PO Box 15509
Boise, Idaho 83715

Telephone (208) 375-9844
Facsimile (208) 373-7159

6610 Overland Road
Boise, Idaho 83709

The duty to negotiate in good faith in accordance with section 252 of this title the particular terms and conditions of agreements to fulfill the duties described in paragraphs (1) through (5) of subsection (b) of this section and this subsection. The requesting telecommunications carrier also has the duty to negotiate in good faith the terms and conditions of such agreements.

Qwest has not negotiated with PageData according to Section 251(c)(1). As such, PageData is not required to wait until the 135-160 day period in order to request arbitration from the Idaho PUC.

In the recent FCC Notice of Apparent Liability ("NAL")², the Commission found that Qwest entered into discriminatory arrangements (the contents of which were unknown to other competitors) with preferred carriers. What is particularly disturbing is paragraphs 3 and 8 of the FCC's NAL that indicates that Qwest management is willing to break company policy and willing to change minutes of meetings in order to cover up information that would assist non-preferred carriers in getting the same terms and conditions as the preferred carriers. According to the FCC NAL, the information that Qwest has been giving PageData over the years under Section 252(i) has been incomplete and in error. Any state approved interconnection agreement is available to any carrier for pick and choose under Section 252(i).

Qwest must respond by the end of business day, Friday, March 19, 2004 with

- 1) An affidavit from an executive vice-president at Qwest that
 - a) Qwest has filed at the Idaho PUC all interconnection agreements that it has entered into with other competitive carriers in the state of Idaho.
 - b) At all relevant times, Qwest had negotiated with PageData in good faith according to Section 251(c)(1).
- 2) Notification that Qwest will submit proposed revisions to the interconnection agreement by Friday, March 26, 2004.

PageData's proposal is not to be looked at or to be thought of as an ultimatum. A voluntarily negotiated agreement is best. PageData is simply establishing a timeline for responses. If Qwest has some other proposal with an established timeline that is acceptable to PageData, we will entertain it.

As you will see, the interconnection agreement submitted to Qwest is a complete document. According to Section 252(b)(3), Qwest will have 25 days to respond after PageData submits the request for compulsory arbitration to the Idaho PUC. PageData will ask the Commission/ Arbitrator to accept the interconnection as is without further changes from Qwest. If Qwest does not put in a response and the Commission accepts it, then the document that you see before you

² *In the Matter of Qwest Corporation Apparent Liability for Forfeiture*, FCC Notice of Apparent Liability for Forfeiture, File No. EB-03-ID-0263, Released March 12, 2004.

will be the interconnection agreement. But even if the Commission turns down the petition for compulsory arbitration at that time, the 135-day clock will still be clicking.

There are other more favorable conditions in unfiled interconnection agreements that Qwest is currently withholding from PageData by not filing the agreements, but there is nothing Qwest can do to keep PageData from adopting favorable terms and conditions from the Verizon, XO Idaho, and Bridgeband agreements under Section 252(i) in the interconnection agreement that we are submitting to Qwest for comment.

Sincerely,

/s/ Joseph B. McNeal

Joseph B. McNeal

cc: Adam Sherr, Qwest
Barbara Newman, Qwest
Bill Batt, Marshall Batt & Fisher
Cindy Minor, Qwest
Lori Lydon, Qwest
Sheila Pedersen, Qwest
Vickie Boone, Qwest



Wholesale Emerging & Diversified Markets
Barbara J. Newman
Senior Access Manager
(303) 965-0562 Voice (303) 896-1287 (FAX)
E-Mail: bjnewma@qwest.com
1801 California, Room 2420
Denver, Colorado 80202

March 5, 2004

Joseph McNeal
WaveSent/PageData
6610 Overland Road
Boise, ID 83709

Dear Joseph:

We are responding to several letters and emails that have been recently sent to Qwest. This is in regards to payment of reciprocal compensation to WaveSent/PageData for traffic originated on Qwest's network. In your letter you cite several sections of the Paging Connection Agreement ("Agreement") between Qwest and WaveSent/PageData for substantiation of reciprocal compensation to WaveSent/PageData. Qwest acknowledges those sections and does provide facilities for and pay reciprocal compensation for legitimate paging traffic, as defined and intended to be covered under the Agreement. However, you neglected to cite the following paragraph from the agreement which excludes reciprocal compensation payments for enhanced and internet traffic. Paragraph 2.4 states:

- 2.4. This Agreement recognizes the unique status of traffic delivered to enhanced service providers. For purposes of this Agreement, Enhanced Services traffic, such as voice-mail, that is not incidental to Paging Provider's primary business, is not Compensable Traffic. Additionally, traffic originated by one Party, and delivered to the

other Party, which in turn delivers the traffic to an Internet Service Provider (a) shall be deemed interstate in nature, (b) shall not qualify as Compensable Traffic under this Agreement, and (c) U S WEST shall not be obligated to deliver such traffic to Paging Provider under this Agreement.

Under the Agreement, Qwest provides Paging Connection Service to WaveSent/PageData "which consists only of those one-way facilities and services that are provisioned by U S WEST for the *sole purpose* of delivering one-way, land-to-pager traffic sent by U S WEST's End Users and Transit Traffic to Paging Provider's POC(s)". Agreement, ¶ 2.1.

The "Continuous Paging" service you described in your letter clearly does not fall within the definition of paging. Likewise, the other applications you describe in your letter, such as vehicle location, alarm monitoring, vending machine accounting, voice mail, etc., are clearly enhanced or internet related services and are not compensable under this agreement as stated in the paragraph above. Further, as described in subparagraph 2.4(c) above, Qwest is not even obligated to provide facilities for or send to WaveSent/PageData this traffic, much less pay reciprocal compensation on such traffic.¹ It is Qwest's position that WaveSent/PageData is improperly billing Qwest for this enhanced services/ Internet-related traffic, and improperly using the Paging Connection Service to provide enhanced services. In addition, Qwest has found that certain telephone numbers which are registered to WaveSent/PageData have been represented as being access numbers for a customer to obtain access to an Internet Service Provider ("ISP") and the traffic generated to the ISP is similarly not compensable under the Agreement.

Therefore, this letter is to inform you that Qwest is, according to Section 12.3 of the Agreement, disputing all of WaveSent/PageData's invoices to Qwest for reciprocal compensation because the traffic is non-compensable under the terms and conditions of the Interconnection Agreement. Qwest also intends to review facilities currently provided under WaveSent/PageData's Paging Connection Service, and may revise, modify, or reconfigure the facilities and service as is necessary to deliver legitimate paging traffic. See Agreement ¶ 2.6.2. Qwest is disputing the entire amount because we have been unable to verify that any of the traffic that is the source of the invoice sent to Qwest is actually Paging Connection Service, as described in the Agreement. Qwest is

¹ Enhanced Services is defined as follows in the WaveSent/PageData-Qwest Paging Connection Agreements:

"Enhanced Services" are services offered over common carrier transmission facilities used in interstate communications, which employ computer processing applications that act on the format, content, code, protocol or similar aspects of the subscriber's transmitted information; provide the subscriber additional, different or restructured information; or involve subscriber interaction with stored information.

Clearly, the services WaveSent/PageData has described in its recent letter fall within this broad definition.

ready to expedite this investigation in order to determine which traffic is compensable and which traffic is not. Qwest is willing and ready to negotiate a resolution of this issue, and we would also point out that WaveSent/PageData is fully able to follow the processes of Section 13.14 if you feel that negotiation is not possible.

Sincerely,

Bryan Sanderson
Barbara Newman

-----Original Message-----

From: Bob McKenna [[mailto:"Bob McKenna"](mailto:Bob.McKenna)]

Sent: Wednesday, June 04, 2003 3:02 PM

To: Joseph McNeal

Cc: Christopher Olsen; William Bill Batt; Bryan E Sanderson; Andrea E Sanchez; kpettey; dljenni

Subject: WaveSent and PageData

Text item: Message Text

Dear Mr. McNeal:

We have reviewed your May 28 responses to the FCC's questions concerning interconnection requests by PageData and WaveSent. Upon such review, we have determined that Qwest will not insist on resolution of Qwest's claims for payment of past amounts as a precondition to either PageData's or WaveSent's ordering further interconnection facilities and services from Qwest. Qwest will be willing to process properly submitted ASRs for interconnection on a timely basis upon submission.

In the past, PageData and WaveSent have had difficulty completing and submitting proper ASRs for service. Andrea Sanchez (303.965.1805) will be available to meet with you to assist you in preparing these documents. As Qwest has noted in its filings with the Federal Communications Commission, the ASRs that PageData sent to the Commission are not complete and do not provide sufficient information on which Qwest could begin to fill the order. In addition, while Qwest is willing to provide PageData and WaveSent with the interconnection facilities and services that they need to provide the services for which such interconnection can lawfully be utilized, the number of trunks shown on the two ASRs filed with the FCC is clearly excessive for the paging services that form the basis of the ASRs. These matters can be worked out with Ms. Sanchez, who can insure that the ASRs that you submit are complete and accurate.

Finally, irrespective of disputes over past amounts due, there does not seem to be any dispute that compensation will be necessary for services provided under current interconnection agreements. Such compensation can be required in the case of transiting traffic and WATS or FX equivalent facilities, on the one hand, and reciprocal compensation on the other hand. Should PageData or WaveSent use interconnection facilities or services for Internet traffic, such traffic would not be subject to reciprocal compensation payments. Qwest would, of course, run its standard credit check on WaveSent to determine whether a deposit is necessary. These and similar compensation matters likewise can be worked out in advance with Ms. Sanchez. It makes sense to determine at this time what facilities and services must be paid for, and by whom.

Please do not hesitate to give me a call with questions. I can be reached at 303.672.2861.

EXHIBIT B

MATRIX OF UNRESOLVED ISSUES

ISSUE	PageData's Position	Qwest's Position	Interconnection Agreement Section	FCC Rulings – Court Rulings - Applicable Rules of Law – Interconnection Agreement
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Negotiation in Good Faith and 135-160 Day Time Period				
<p>Issue 1 Self Certification of filing all interconnection agreements in Idaho and good faith negotiations</p>	<p>Qwest's vice presidents would not issue a self certification that Qwest had filed all interconnection agreements in the state of Idaho and that they negotiated with PageData in good faith.</p>	<p>PageData is trying to unilaterally change the interconnection agreement and Qwest does not agree with PageData's interpretation of Section 252.</p>		<p>§ 251(c)(1) Federal Communications Commission <i>Notice of Apparent Liability for Forfeiture in the Matter of Qwest Corporation Apparent Liability for Forfeiture</i>, (FCC NAL) File No. EB-03-IH-0263, Released March 12, 2004</p>
<p>Issue 2 Qwest gave companies that had participated in the unfilled interconnection agreements scandal preference in negotiating new agreements on file at the Commission.</p>	<p>Every competitive carrier should be given the same opportunities, terms and conditions under § 252(i) and under § 251(c)(2)(d) including negotiating new interconnection agreements in the same</p>	<p>Only the companies that were involved in the unfilled interconnection agreements can negotiate new contracts for submittal to the states because Qwest does not believe they did anything wrong.</p>		<p>§ 252(i) § 251(c)(1) § 251(c)(2)(d) FCC NAL Local Competition</p>

The interconnection agreement sets forth issues not resolved by the Parties. Those issues are bold red-lined in the electronic copy provided to the Commission. To the extent that Qwest may contest its agreement with any of these or other sections in the contract, PageData reserves the right to arbitrate those issues as well as part of this arbitration process, and to negotiate in compulsory arbitration with Qwest to resolve any open issues. Any public documents, including federal or state rulings, and correspondence between Qwest and PageData are incorporated by reference and can be used to expound on issues.

ISSUE	PageData's Position	Qwest's Position	Interconnection Agreement Section	FCC Rulings – Court Rulings - Applicable Rules of Law – Interconnection Agreement
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	speedy time frame.	Those terms and conditions from the unfiled agreements are not available to other carriers because the agreements have expired.	Order	
Issue 3 Can Qwest avoid its obligation under the Federal Communications Act § 251(c)(2) to provide a requesting carrier like PageData with all of the inherent features and functions that Qwest provides to itself and other carriers it interconnects with?	Qwest cannot discriminate against PageData because the selected terms and conditions for pick and choose are taken from the Verizon Wireless, Bridgeband, and XO Idaho interconnection agreements.	Wireless carriers cannot adopt terms and conditions from wireline agreements.		§ 251(c)(1) § 251(c)(2) § 252(i) Local Competition Order FCC NAL
Issue 4. Can Qwest negotiate in good faith when all applicable	No. Good faith negotiations are not possible unless all	Qwest does not believe it has done anything wrong.		§ 251(c)(1) § 252(i)

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<p>interconnection agreements have not been filed in the state?</p> <p>Issue 5. Is it appropriate to require a competitive carrier to wait 135-160 days to arbitrate when all applicable interconnection agreements are not filed in the state?</p>	<p>interconnection agreements have been filed and all terms and conditions have been made available under § 252(i) to competing carriers.</p> <p>No. Certain competing carriers have been given preference to negotiate new interconnection agreements in a speedier time frame. The Commission should even the playing field and under § 252(i) all carriers should be able to adopt new terms and conditions as they are approved by the Commission.</p>	<p>Qwest believes it has done nothing wrong and regardless of what Qwest has done, it believes carriers need to abide by the existing terms and conditions of their current agreement. Qwest looks at it as amending the agreement rather than negotiating a new agreement. Preferred carriers can change their interconnection agreements and targeted carriers cannot change</p>		<p>FCC NAL Local Competition Order</p> <p>§ 252(b) § 252(i) § 251(c)(1)</p>

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ISSUE	PageData's Position	Qwest's Position	Interconnection Agreement Section	FCC Rulings – Court Rulings - Applicable Rules of Law – Interconnection Agreement
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<p>Issue 6. Can a new contract be negotiated under § 252 at any time?</p>	<p>Yes. There is no restriction under federal law of when negotiations can begin for a new interconnection agreement.</p> <p>PageData reserves the right to modify Section 11 because PageData has not received input from Qwest</p>	<p>their interconnection agreements.</p> <p>No. The existing interconnection agreement must be terminated before negotiations can begin for a new interconnection agreement.</p>	<p>Section 11</p>	<p>§ 252(a) § 252(i) FCC NAL Local Competition Order</p>
<p>Issue 7. Can the state be asked to mediate on an interconnection agreement at any time during the negotiations?</p>	<p>Yes. The law says any party may ask a State commission to participate at any point in the negotiation to mediate any differences.</p>	<p>No. A competitive carrier can give up fundamental rights under the Act through signing an interconnection agreement.</p>		<p>§ 252(a)(2) <i>In the Matter of MCI Metro Access Transmission Services, Inc. v BellSouth Telecommunications, Inc. and North Carolina Utilities Commission,</i></p>

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				U.S. Court of Appeals, Forth Circuit, Decided December 18, 2003, Case No. 03-1238
Adoption of Terms and Conditions under 252(i)				
Issue 8. Exchange of ISP bound traffic	PageData believes Qwest is obligated by § 252(c)(2) against restricting the types of traffic a competitive carrier can terminate. Exchange of Internet bound traffic is available to Verizon Wireless and must be available to PageData under § 252(i).	If Qwest considers a carrier as Paging only, Qwest believes it can limit that carrier from terminating Internet traffic. There are no interconnection agreements available in any of Qwest's territory that without question allow carriers that Qwest considers paging only to terminate Internet bound traffic.	Section 2.4	§252(i) Pick and Choose IPUC Case No. USW-T-97-11 & USW-T-97-15, Amendment dated January 4, 2002, to Type 2 Wireless Interconnection Agreement between Qwest Corporation and Celco Partnership d/b/a Verizon Wireless for the State of Idaho pursuant to 47 U.S.C 252(e) (“Verizon Wireless”), paragraphs 2.1 and 2.2.4

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<p>Issue 9. Qwest believes it can change a competitive carrier's network at any time.</p>	<p>Qwest uses this term and condition to threaten competitive carriers to discourage carriers from disputing other issues.</p> <p>Qwest cancelled SPOP connection and broke Firm Order Commitments for 12 T1s due March 15, 2004. This restricted PageData's operation to the Boise EAS, using Type 1 facilities instead of the LATA using Type 2 facilities and PageData's own NXXX codes.</p>	<p>“Qwest also intends to review facilities currently provided under WaveSent/PageData's Paging Connection Service, and may revise, modify, or reconfigure the facilities and service as is necessary to deliver legitimate paging traffic.” Letter dated March 5, 2004 from Barbara Newman and Bryan Sanderson, Qwest.</p> <p>“PageData has no need for the requested trunks to be provisioned.” Letter dated March 19, 2004 from Bryan Sanderson.</p>	<p>Section 2.6.2</p>	<p>§ 251(c)(2) Concession - the Arch – Colorado ICA</p> <p>“The Parties shall cooperate in good faith, including, but not limited to, following the procedures specified in the Forecasting Section of this Agreement, to determine all aspects of the facilities contemplated by this Agreement, including, but not limited to, design, location, quantities, distance, etc.”</p> <p>§ 251(c)(2) FCC Memorandum Opinion and Order Released July 17, 2002</p>

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<p>Issue 10. ASR</p>	<p>The present interconnection agreement between PageData and Qwest does not have a provision for completing ASRs. Qwest used the ASR excuse as a method to prevent PageData from ordering a SPOP. PageData believes the ASR method is a better way to order facilities because of the tracking and the time to process ASRs according to SGAT and other measurable safeguards. The ASR process timeframe is also included in Section 7.4 of Appendix D. The</p>	<p>“Qwest will be willing to process properly submitted ASRs for interconnection on a timely basis upon submission.” Letter dated June 4, 2003 from Bob McKenna</p>	<p>Appendix D – 7.4 Ordering</p>	<p>in the Matter of Worldcom, <i>et al</i> Qwest Attorney, Bob McKenna's letter dated June 4, 2003 § 252(i) Pick and Choose IPUC Case QWE-T-01-26, Interconnection Agreement between Qwest Corporation and Bridgeband Communications, (“Bridgeband”) Section 7.4, approved January 29, 2002 Pick and Choose IPUC Case QWE-T-02-02, Statement of Generally available Terms and Conditions for</p>

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	ASR process gives PageData better control over its growth. The facility ordering process is in line with other competitive carrier's ordering process.			Interconnection, Unbundled Network Elements, Ancillary Services, and Resale of Telecommunications Services Provided by Qwest Corporation in the State of Idaho, Second Revision, and XO Idaho, ("XO Idaho") December 10, 2001, Section 7.4
Issue 11. Who is responsible for payment of transit traffic?	Under pick and choose, PageData believes "The originating company is responsible for payment of appropriate rates to the transit company and to the terminating company."	On wireline interconnection agreements, Qwest will provide provisions for collection of transit traffic charges from the originating carrier. On wireless interconnection agreements, Qwest believes the wireless	Section 2.2.1	§ 251(c)(2) § 252(i) Pick and Choose Bridgeband, Section 7.2.2.3.3, XO Idaho, Section 7.2.2.3.3. § 251(c)(2)

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ISSUE	PageData's Position	Qwest's Position	Interconnection Agreement Section	FCC Rulings – Court Rulings - Applicable Rules of Law – Interconnection Agreement
<p>Issue 12. Delivery of enhanced services and the payment of reciprocal compensation for enhances services</p>	<p>Qwest conceded this issue in the Mountain case at the US court of Appeals, District of Columbia Circuit</p> <p>Qwest must provide the same terms and conditions to wireline and wireless carriers under pick and choose. (§ 251(c)(2)(d))</p>	<p>carrier (terminating carrier) is responsible for transit traffic charges.</p> <p>Qwest believes its customers are subsidizing wireless carriers and wireless carriers are getting free facilities.</p>	<p>Section 2.4</p>	<p>U.S. Court of Appeals, District of Columbia Circuit, Decision Dated January 16, 2004, Mountain Communications Inc. v. Federal Communications Commission</p> <p>§ 251(c)(2)(d)</p>
<p>Issue 12. Delivery of enhanced services and the payment of reciprocal compensation for enhances services</p>	<p>1. There is no definition of enhanced services in the Verizon Wireless ICA despite many amendments.</p> <p>2. There is no restriction of enhanced services traffic in the</p>	<p>Qwest believes that competitive carriers that it considers paging only cannot terminate enhanced services traffic and must order facilities from the retail tariff division.</p>	<p>Section 2.4</p>	<p>§ 252(i)</p> <p>Pick and choose Verizon Wireless</p> <p>§ 251(c)(2)</p>

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	<p>Verizon Wireless ICA</p> <ol style="list-style-type: none"> 3. Verizon is paid reciprocal compensation for the termination of enhanced services traffic 4. Qwest is obligated to deliver enhanced traffic under § 251(c)(2) to all carriers 5. Qwest is not obligated to pay reciprocal compensation on the delivery of enhanced services traffic. 6. These terms and conditions are available to PageData under § 			

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ISSUE	PageData's Position	Qwest's Position	Interconnection Agreement Section	FCC Rulings – Court Rulings - Applicable Rules of Law – Interconnection Agreement
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	252(i)			
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Terms Contrary to Section 251

Issue 13. Should the term "Paging" be changed to "CMRS" throughout the agreement?	Yes. CMRS better describes the telecommunications services provided by PageData	No. Paging companies may not provide all telecommunications services and require separate interconnection agreements		§ 251(c)(2)(a) Verizon Wireless agreement
Issue 14. Should the section concerning InterLCA Facilities be deleted?	Yes. 1. For consistency and contract flow, this section needs to be deleted.	Qwest has not addressed the issue	Section 2.6.4.5.3	
Issue 15. Does Exempt Traffic include transit traffic?	No. 1. The ICA is a proposed flat rate billing so there would be no exempt traffic.	Yes. 1. Transit traffic in Idaho for competitive carriers that Qwest considers paging	Section 3.8	§ 252(i) Pick and Choose Bridgeband and XO Idaho do not pay transit traffic costs.

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Issue 16. Should the "Local Telecommunications Traffic" definition be included in the ICA?	<p>2. Transit traffic costs are the responsibility of the originating carrier and not the terminating carrier.</p> <p>Yes.</p> <p>1. In the timeframe of the AirTouch paging ICA Qwest believed that multi-state ICAs only needed to be filed in one state</p> <p>2. It is a concession that Qwest made to AirTouch in Colorado and Arch adopted it in Colorado.</p>	<p>only is 24%.</p> <p>2. The paging carrier is responsible for paying for that traffic.</p> <p>No. It is only available in Colorado.</p>	Section 3.15	§ 251(c)(2)
Issue 17. Should charges for Type 1 numbers be	<p>Yes. This was addressed by</p>	No.	Section 9.1.3	<p>The Arch agreement is an adoption of the AirTouch Paging ICA in Colorado. Concession that Qwest made in Colorado from the Arch Colorado ICA, paragraph 3.15.</p> <p>AirTouch Paging ICA is unfiled in Idaho, but AirTouch provided paging services in Idaho.</p> <p>§ 251(c)(2)</p> <p>Contrary to § 251</p>

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deleted?	the FCC in the TSR Order. Qwest can charge a one time administrative fee for issuing the number. After that Qwest cannot charge for the numbers.			FCC Memorandum Opinion and Order in the Matter of TSR Wireless LLC v. US West Communication, released June 21, 2000 (“TSR Order”)
General Issues				
Issue 18. Should the MOU Conversion section be deleted?	<p>Yes.</p> <ol style="list-style-type: none"> 1. Flat rate billing is proposed 2. Flat rate billing is a protection for Qwest and prevents future disputes of new technologies 3. Flat rate billing prevents disputes over enhanced traffic and ISP termination and reciprocal compensation 	<p>No.</p> <p>Have not discussed why</p>	Section 6.2.13 and 6.2.14	<p>Option 2(A) of Appendix A allows flat rate billing of 6,000 MOU per trunk</p> <p>Many “paging” carriers invoice Qwest flat rate billing of 6,000 MOU per trunk.</p> <p>Progressive Paging interconnection agreement with Qwest</p> <p>§ 251(b)(5)</p>

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<p>Issue 19. Effective Dates and Terms of the ICA</p>	<ol style="list-style-type: none"> For the stability of the competitive carrier dates of ICAs should be between five and seven years. In the recent unfiled ICA scandal Qwest used short term expiration dates in order to give preferred carriers favorable terms and conditions that it did not want to give other carriers. 	<p>Qwest believes it can set the term of the ICA at any length that it chooses.</p> <p>Qwest believes once a contract expires, the contract is no longer available for adoption.</p>	<p>Section 11.1, 11.2, 11.4.2</p>	<p>§ 251(c)(2)(d) FCC NAL §251(c)(1) and (2)</p>
<p>Issue 20. Holding of disputed reciprocal compensation</p>	<ol style="list-style-type: none"> PageData believes that this clause is a tactic that Qwest uses to re-classify any traffic it does not like a 	<p>Qwest retains the right to call any traffic it does not like enhanced traffic or Internet traffic. Paging carriers cannot terminate Internet traffic</p>	<p>Section 12.3</p>	<p>Cannot restrict the traffic a carrier terminates. § 251(c)(2) <i>In the Matter of MCI/metro Access</i></p>

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	<p>competitive carrier to terminate as Internet traffic so that Qwest can justify holding reciprocal compensation.</p> <p>2. The flat rate billing of 6,000 MOU eliminates the question of reciprocal compensation for Internet traffic or enhanced services traffic.</p>			<p><i>Transmission Services, Inc. v BellSouth Telecommunications, Inc. and North Carolina Utilities Commission</i>, U.S. Court of Appeals, Forth Circuit, Decided December 18, 2003, Case No. 03-1238</p> <p>§ 251(i)</p> <p>Verizon Wireless</p> <p>XO Idaho</p> <p>Bridgeband</p>
<p>Issue 21. Liability issues</p>	<p>1. PageData believes that a company should be responsible for lost profits, lost revenues, especially if the party knew</p>	<p>Qwest does not believe they should be held liable for decisions they make beyond arbitration.</p>	<p>Section 13.4.2 and 13.4.3</p>	<p>A newly arbitrated issue</p>

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<p>that damages could result.</p> <p>2. PageData needs this protection in light of the willful misconduct of Qwest in non-filing of ICAs</p> <p>3. PageData needs this protection in light of Qwest's pattern of refusing facilities necessary for interconnecting facilities necessary for interconnection.</p>	<p>1. Dispute resolution in small claims court is an efficient way to handle claims of a small</p>	<p>All disputes should be handled by arbitration.</p>	<p>Section 13.14</p>	<p>A newly arbitrated issue</p>
<p>Issue 22. Dispute Resolution – Small Claims Court</p>				

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ISSUE	PageData's Position	Qwest's Position	Interconnection Agreement Section	FCC Rulings – Court Rulings - Applicable Rules of Law – Interconnection Agreement
	<p>dollar amount without burdening the PUC. It includes its own mediation and arbitration meeting.</p> <p>2. It is non-lawyer involved.</p>			
Issue 23. Dispute Resolution – Emergency Arbitration	<p>A fast and convenient way to get emergency issues handled.</p>	Standard arbitration should apply.	Section 13.14.4	A newly arbitrated issue
Issue 24. Dispute Resolution – Arbitration optional and not forced	<p>1. PageData believes arbitration should not be the primary means of dispute resolution if the offending party is putting the other party in a position of losing money, profits, and market share.</p> <p>2. The petitioning</p>	Disputes handled by arbitration only apply to that individual carrier and circumstances may be different.	Section 13.14.4	A newly arbitrated issue

The interconnection agreement sets forth issues not resolved by the Parties. Those issues are bold red-lined in the electronic copy provided to the Commission. To the extent that Qwest may contest its agreement with any of these or other sections in the contract, PageData reserves the right to arbitrate those issues as well as part of this arbitration process, and to negotiate in compulsory arbitration with Qwest to resolve any open issues. Any public documents, including federal or state rulings, and correspondence between Qwest and PageData are incorporated by reference and can be used to expound on issues.

ISSUE	PageData's Position	Qwest's Position	Interconnection Agreement Section	FCC Rulings – Court Rulings - Applicable Rules of Law – Interconnection Agreement
	<p>party should choose the dispute resolution option depending on the offense.</p> <p>3. Some disputes handled by regulatory agencies or courts could clear up disputes for many carriers at the same time, saving time and money for other carriers with the same issues.</p>			
<p>Issue 25. Dispute Resolution – Through Business Means</p>	<p>1. Small carriers under § 251(c)(2)(d) deserve the same access to decision makers in disputed issues as the large companies.</p>	<p>Vice-president levels are not needed to resolve issues with small carriers</p>	<p>Section 13.14, 13.14.1, and 13.14.2</p>	<p>§ 252(i) Pick and Choose Bridgeband, Sections 5.12.1 - 5.12.3 XO Idaho, Sections 5.12.1 – 5.12.3</p>

The interconnection agreement sets forth issues not resolved by the Parties. Those issues are bold red-lined in the electronic copy provided to the Commission. To the extent that Qwest may contest its agreement with any of these or other sections in the contract, PageData reserves the right to arbitrate those issues as well as part of this arbitration process, and to negotiate in compulsory arbitration with Qwest to resolve any open issues. Any public documents, including federal or state rulings, and correspondence between Qwest and PageData are incorporated by reference and can be used to expound on issues.

ISSUE	PageData's Position	Qwest's Position	Interconnection Agreement Section	FCC Rulings – Court Rulings - Applicable Rules of Law – Interconnection Agreement
<p>Issue 26. Who is responsible for the payment of transit traffic?</p>	<p>2. Carriers have the right to pick and choose under § 252(i)</p> <ol style="list-style-type: none"> 1. The originating carrier is responsible for payment of transit traffic. 2. Qwest conceded the issue in US Court of Appeals in the Mountain Case 3. Under § 252(i), PageData should be allowed to pick and choose this term and condition 	<ol style="list-style-type: none"> 1. Transit traffic is the responsibility of the wireless carrier. Paging transit traffic in Idaho is currently 24%. 2. Paging carriers want free facilities. 3. Qwest is not obligated to subsidize its competitors. 	<p>Appendix A – 1A</p>	<p>§ 251(c)(2)</p> <p>This section deleted per Qwest voluntarily relinquishing transit traffic issue in reference to the U.S. Court of Appeals, District of Columbia Circuit Decision dated January 16, 2004, in the matter of Mountain Communications, Inc. v. Federal Communications Commission.</p> <p>§ 252(i)</p> <p>Pick and Choose Bridgeband, Section 7.2.2.3.3</p>

The interconnection agreement sets forth issues not resolved by the Parties. Those issues are bold red-lined in the electronic copy provided to the Commission. To the extent that Qwest may contest its agreement with any of these or other sections in the contract, PageData reserves the right to arbitrate those issues as well as part of this arbitration process, and to negotiate in compulsory arbitration with Qwest to resolve any open issues. Any public documents, including federal or state rulings, and correspondence between Qwest and PageData are incorporated by reference and can be used to expound on issues.

ISSUE	PageData's Position	Qwest's Position	Interconnection Agreement Section	FCC Rulings – Court Rulings - Applicable Rules of Law – Interconnection Agreement
Issue 27. Compensable Traffic percentage – Should it be 100% or 76% of traffic?	<ol style="list-style-type: none"> 1. Compensable traffic should be 100% in a flat rate billing of 6000 MOU per trunk. 2. The originating carrier is responsible for paying all costs associated with the delivery of the traffic including transit costs. 	<ol style="list-style-type: none"> 1. Transit traffic is the responsibility of the wireless carrier. Paging transit traffic in Idaho is currently 24%. The compensable traffic percentage should be 76%. 2. Paging carriers want free facilities. 3. Qwest is not obligated to subsidize its competitors. 	Appendix A – 1A	XO Idaho, Section 7.2.2.3.3. § 251(c)(2) § 252(i)
Issue 28. Should the Actual MOU Billing section be deleted?	<p>Yes.</p> <ol style="list-style-type: none"> 1. PageData prefers the flat rate 6000 MOU billing to prevent disputes and 	<p>No.</p> <ol style="list-style-type: none"> 1. Actual MOU billing should be left to Qwest's discretion. 2. Continuous paging 	Appendix A – 2B	Pick and Choose Bridgeband, Section 7.2.2.3.3. XO Idaho, Section 7.2.2.3.3. § 251(c)(2)
				A newly arbitrated issue

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ISSUE	PageData's Position	Qwest's Position	Interconnection Agreement Section	FCC Rulings – Court Rulings - Applicable Rules of Law – Interconnection Agreement
	<p>encourage innovation.</p> <p>2. PageData is not opposed to actual MOU billing if it can bill for the same traffic that other competitive carriers terminate including the termination of Internet traffic, (which would be included under Section 252(i) from the Verizon Wireless ICA), and continuous paging traffic</p>	<p>is enhanced services traffic or ISP traffic.</p> <p>3. Carriers that we consider paging only cannot receive compensation for the termination of Internet traffic.</p>		
<p>Issue 29. Is Continuous Paging enhanced services?</p>	<p>No.</p> <p>1. Continuous Paging is not enhanced services.</p> <p>2. The FCC answered</p>	<p>Yes.</p> <p>1. It falls within the definition of enhanced services.</p>		<p>TSR Order</p> <p>FCC Order on Remand and Report and Order, Released April 27, 2001 concerning Inter-carrier</p>

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ISSUE	PageData's Position	Qwest's Position	Interconnection Agreement Section	FCC Rulings – Court Rulings - Applicable Rules of Law – Interconnection Agreement
	<p>this in the TSR Order.</p> <ol style="list-style-type: none"> 3. It does not fall under the definition of Enhanced Services 4. The customer is using equivalent airtime for the time they are connected to the switch. 5. PageData does not control the voice traffic or data that the customer sends. 6. Qwest had similar experience with PageNet's VoiceNow system <p>Upon further</p>			<p>Compensation for ISP-Bound traffic</p> <p>PageData has not seen the PageNet interconnection agreement on file in Idaho</p> <p>§ 251(c)(2)</p>
Issue 30. SPOP not used	Upon further		Appendix C – 2.3	

The interconnection agreement sets forth issues not resolved by the Parties. Those issues are bold red-lined in the electronic copy provided to the Commission. To the extent that Qwest may contest its agreement with any of these or other sections in the contract, PageData reserves the right to arbitrate those issues as well as part of this arbitration process, and to negotiate in compulsory arbitration with Qwest to resolve any open issues. Any public documents, including federal or state rulings, and correspondence between Qwest and PageData are incorporated by reference and can be used to expound on issues.

ISSUE	PageData's Position	Qwest's Position	Interconnection Agreement Section	FCC Rulings – Court Rulings - Applicable Rules of Law – Interconnection Agreement
<p>with existing facilities –</p> <p>Issue 31. Flat rate billing</p>	<p>consideration, PageData will concede this issue</p> <p>PageData believes that flat rate billing of 6000 MOU per trunk would address many of Qwest's concerns for paying for the termination of traffic not covered in the ICA</p> <p>Qwest pays other carriers the flat rate of 6000 MOU per trunk.</p>	<p>Flat rate billing is only available for selected carriers</p>	<p>Appendix A, (2)(A)</p>	<p>§ 251(b)(5)</p> <p>§ 251(c)(2)</p> <p>Progressive Paging agreement with Qwest</p>
<p>Issue 32. Is the payment of reciprocal compensation for flat rate billing using a specified formula (such as 6000 MOU) a back door to subsidize enhanced services and Internet traffic?</p> <p>Issue 33. Denying SPOP</p>	<p>No. Flat rate billing specifically guards against this issue.</p> <p>PageData has the right to</p>	<p>Flat rate billing is only used at Qwest's discretion.</p> <p>Mainly preserved for smaller carriers with few lines.</p> <p>Qwest has the right to</p>	<p>Appendix A, (2)(A)</p>	<p>Progressive Paging agreement with Qwest</p> <p>PageData agreement with Qwest</p> <p>§ 252(c)(2)</p>

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ISSUE	PageData's Position	Qwest's Position	Interconnection Agreement Section	FCC Rulings – Court Rulings - Applicable Rules of Law – Interconnection Agreement
<p>to PageData because of enhanced services and ISP traffic</p>	<p>choose a SPOP (at any technically feasible point with the carrier's network).</p> <p>PageData and Qwest held planning meetings to design the SPOP.</p> <p>Qwest had committed to PageData that it would install the SPOP.</p> <p>Qwest installed the DS3 and issued FOCs for the T1s.</p> <p>Qwest is restricting PageData to the Boise EAS instead of interconnecting throughout the LATA.</p> <p>A new interconnection</p>	<p>determine and design the network.</p>		<p>§ 252(c)(2)(b)</p> <p>FCC Memorandum Opinion and Order Released July 17, 2002 in the Matter of Worldcom, <i>et al</i></p>

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ISSUE	PageData's Position	Qwest's Position	Interconnection Agreement Section	FCC Rulings – Court Rulings - Applicable Rules of Law – Interconnection Agreement
	<p>agreement allowing a carrier to sue in federal and state court would eliminate these issues. It would allow the carrier to collect damages for misconduct.</p>			

The interconnection agreement sets forth issues not resolved by the Parties. Those issues are bold red-lined in the electronic copy provided to the Commission. To the extent that Qwest may contest its agreement with any of these or other sections in the contract, PageData reserves the right to arbitrate those issues as well as part of this arbitration process, and to negotiate in compulsory arbitration with Qwest to resolve any open issues. Any public documents, including federal or state rulings, and correspondence between Qwest and PageData are incorporated by reference and can be used to expound on issues.

EXHIBIT C

DRAFT INTERCONNECTION AGREEMENT

PageData Proposed Language – Bold Text
Qwest Proposed Language – ~~Bold Strike Through Text~~
Agreed-Upon Language – Normal Text

CMRS-PAGING CONNECTION

AGREEMENT

BETWEEN

~~U S WEST COMMUNICATIONS, INC.~~

QWEST CORPORATION

AND

**~~ARCH PAGING, INC. AND MOBILE COMMUNICATIONS
CORPORATION OF AMERICA~~**

PAGEDATA

Idaho

CDS-000614-0079

KEY: Bold text = PageData's proposed language
~~Bold strike through text~~ = Qwest's proposed language

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CMRS PAGING-INTERCONNECTION AGREEMENT

This ~~CMRS Paging~~ Interconnection Agreement ("Agreement"), is between ~~PageData~~ an Idaho company ("~~PageData~~" or "~~CMRS Provider~~") ~~Arch Paging, Inc., a Delaware corporation and Mobile Communications Corporation of America, a Delaware corporation~~ ("~~Arch~~" or "~~Paging Provider~~") and ~~Qwest Corporation~~ ("~~Qwest~~") ~~U-S WEST Communications, Inc. ("USWC")~~, a Colorado corporation.

WHEREAS, ~~USWC~~ ~~Qwest~~ and ~~Paging~~ ~~CMRS~~ Provider each are facility-based providers of telecommunications services;

WHEREAS, ~~Paging~~ ~~CMRS~~ Provider is a Commercial Mobile Radio Service provider under the Communications Act of 1934, as amended (the "Act") licensed by the Federal Communications Commission ("FCC");

WHEREAS, ~~USWC~~ ~~Qwest~~ is an incumbent local exchange carrier ("ILEC");

WHEREAS, the Parties desire to interconnect their respective systems in a technically and economically efficient manner;

WHEREAS, the Parties desire to interconnect their respective systems on terms that are fair and equitable to both Parties; and

NOW THEREFORE each Party, intending to be legally bound, hereby covenants and agrees as follows:

1. RESERVATIONS OF RIGHTS; CHANGES IN THE LAW

1.1. The Parties by entering into this Agreement reserve all rights and positions that they have taken, are taking, or will take in the future before any court or federal or state agency, with respect to: (a) whether CMRS carriers are entitled to terminating compensation for one-way ~~Paging~~ ~~CMRS~~ traffic and the appropriate rate for any such compensation, (b) whether CMRS carriers are entitled to terminating compensation for one-way ~~Paging~~ ~~CMRS~~ traffic at the same rate and on the same terms and conditions as other telecommunications traffic, (c) whether an ILEC is obligated to bear the costs of interconnection facilities to the extent they are used to deliver the ILEC's traffic to a CMRS carrier for Local Termination, and (d) the entitlement of a CMRS carrier to interconnection at prices comparable to the unbundled network element ("UNE") prices for equivalent services or facilities; and (e) any other position either Party may have relating to, arising out of, or in connection with (i) the Act and the FCC rules and Orders implementing or relating thereto; or (ii) any state law relating to telecommunications.

1.2. The Parties have agreed to certain provisions in this Agreement, based on their respective understanding of the current state of the law, rules, regulations and interpretations thereof, as of the date hereof (the "Existing Rules"). To the extent that the Existing Rules are amended or modified in a manner material to this Agreement and such changes have become a Final Order (the "New

Rules”), then the Parties shall negotiate in good faith in an effort to amend the Agreement to bring this Agreement into compliance on a prospective basis with the New Rules. If the Parties are unable to agree upon such an amendment, the matter shall be resolved in accordance with the Dispute Resolution provisions of this Agreement.

- 1.3. This agreement does not establish billing rates governing SS7 service if **Paging CMRS** Provider elects at a future point in time to implement SS7 signaling technology in any portion of its network. The issue as to the rates at which SS7 services shall be made available to **Paging CMRS** provider has been left unresolved at this time by the Parties and this Agreement is not intended and shall not be construed as a waiver by either party of their respective positions with regard to this pricing issue.

2. SCOPE OF AGREEMENT

- 2.1. This Agreement covers both Type 1 and Type 2 **Paging-CMRS Connection Service**, which consists only of those one-way facilities and services that are provisioned by **USWC Qwest** for the sole purpose of delivering one-way, ~~land-to-pager~~ **CMRS** traffic sent by **USWC Qwest's** End Users and Transit Traffic to **Paging CMRS** Provider's POC(s). ~~Type 1 and Type 2 Paging Connection Service enables USWC's End Users and other telecommunications carriers transiting USWC's network to page End Users of Paging Provider's network.~~ This Agreement includes and incorporates by reference all accompanying appendices and attachments.

- 2.1.1. When local routing number local number portability (LRN/LNP) is implemented at a **USWC Qwest** end office where **Paging CMRS** Provider has been assigned Type 1 numbers, the Parties shall negotiate in good faith to determine whether it is technically feasible and economically efficient for both parties (taking into consideration the cost savings, if any, and cost increases, if any, associated with the porting of numbers) to have any or all such numbers ported from the end office where the numbers reside to the **Paging CMRS** Provider Switch via a Type 2 tandem level interconnection while retaining the rating of such numbers at the end office. If those conditions are met, the Parties shall cooperate in good faith to revise their interconnection arrangement in this manner.

2.2. Facilities for Delivery of Transit Traffic

- 2.2.1 **USWC Qwest** will deliver Transit Traffic to **Paging CMRS** Provider's POC over the same facilities and trunks used to deliver **USWC Qwest's** End User originated calls.

(Pick and Choose under Section 252(i) from Case QWE-T-01-26, Interconnection Agreement between Qwest Corporation and Bridgeband Communications, Section 7.2.2.3.3, approved January 29, 2002; and Case QWE-T-02-02, Statement of Generally Available Terms and

Conditions for Interconnection, Unbundled Network Elements, Ancillary Services, and Resale of Telecommunications Services Provided by Qwest Corporation in the State of Idaho, Second Revision, and XO Idaho, December 10, 2001, Section 7.2.2.3.3.)

The originating company is responsible for payment of appropriate rates to the transit company and to the terminating company. In the case of Exchange Access (IntraLATA Toll) traffic where Qwest is the designated IntraLATA Toll provider for existing LECs, Qwest will be responsible for payment of appropriate usage rates.

2.3. [Left blank for numbering consistency.]

~~2.4. This Agreement recognizes the unique status of traffic delivered to enhanced service providers. For purposes of this Agreement, Enhanced Services traffic, such as voicemail, that is not incidental to Paging Provider's primary business, is not Compensable Traffic. Additionally, traffic originated by one Party, and delivered to the other Party, which in turn delivers the traffic to an Internet Service Provider (a) shall be deemed interstate in nature, (b) shall not qualify as Compensable Traffic under this Agreement, and (c) U S WEST shall not be obligated to deliver such traffic to Paging Provider under this Agreement. (NOTE: deleted because this section was contrary to 47 U.S.C. Section 251.)~~

(Pick and Choose under Section 252(i) from Case No. USW-T-97-11 & USW-T-97-15, Amendment dated January 4, 2002, to Type 2 Wireless Interconnection Agreement between Qwest Corporation and Cellco Partnership d/b/a Verizon Wireless for the State of Idaho pursuant to 47 U.S.C 252(e), paragraphs 2.1 and 2.2.4)

Qwest elects to exchange ISP-bound traffic in accordance with the terms, conditions and rates established by the FCC pursuant to the Order 01-131 effective June 14, 2001.

Compensation for ISP-bound traffic in Interconnection configurations between Qwest and [PageData] will be on a Bill and Keep basis. This includes [PageData's] entry into a new market and [PageData's] expansion into a market it previously had not served.

2.5. This Agreement does not cover delivery of traffic from **Paging CMRS** Provider's network to **USWC Qwest's** network. Should **Paging CMRS** Provider desire to deliver traffic to **USWC Qwest** from **Paging CMRS** Provider's End Users, the Parties shall negotiate in good faith such appropriate additional or different interconnection arrangements for such traffic.

2.6. Delivery of **Paging CMRS** Traffic

- 2.6.1. **Paging CMRS** Connection Service delivers **Paging CMRS** traffic to the **Paging CMRS** Provider's POC(s) as identified in Appendix B.
- 2.6.2. ~~(Pick and Choose under Section 252(i) from the Arch – Colorado ICA) The Parties shall cooperate in good faith, including, but not limited to, following the procedures specified in the Forecasting Section of this Agreement, to determine all aspects of the facilities contemplated by this Agreement, including, but not limited to, design, location, quantities, distance, etc. Pursuant to joint planning as specified in the Forecasting section of this Agreement, U S WEST shall determine all aspects and elements of the Paging Connection Service facilities that it provides itself, including, but not limited to, design, location, quantities, distance, etc. U S WEST shall base this determination on technical and economic efficiency considerations, e.g., network requirements. Subject to the provisions of this Section, U S WEST shall monitor its usage on Paging Connection Service and will reconfigure trunk groups as it deems necessary. U S WEST reserves the right to review, revise or modify its Paging Connection Service at any time for any lawful business reason. All circuits and equipment provide by U S WEST will always be wholly owned and operated by U S WEST. (NOTE: deleted because this section was contrary to 47 U.S.C. Section 251.) U S WEST shall provide interconnection and interconnection facilities for Paging CMRS Connection Service that are equal in quality to what U S WEST provides itself, its affiliates, or other carriers. Paging CMRS Connection Service facilities shall be engineered to be consistent with the Eighth Circuit court decision, BellCore Special Report SR-TAT-000191 and any applicable requirements in the state of Idaho.~~
- 2.6.3 **Paging CMRS** Provider's and **USWC Qwest** 's equipment and systems will be compatible, and will be consistent with normally accepted industry standards as defined in Bellcore Technical Reference GR-145-CORE entitled "Compatibility Information For Interconnection of a Wireless Services Provider and a Local Exchange Carrier Network".
- 2.6.3.1. **Paging CMRS** Provider will provide a voice intercept announcement or distinctive signals to the calling party when a call is directed to a number that is not assigned.
- 2.6.3.2. When **USWC Qwest** is not able to complete calls because of a malfunction, **USWC Qwest** will provide proper voice announcement or distinctive signals to the calling party advising that the call cannot be completed.
- 2.6.3.3. **Paging CMRS** Provider and **USWC Qwest** will provide supervisory tones or voice announcements to the calling party on all calls, consistent with standard industry practices.

2.6.3.4 **Paging CMRS** Provider shall provide a sufficient quantity of equipment ports to accommodate the number of trunks provided by **USWC Qwest**.

2.6.4 Type 1 and Type 2 Paging Connection Service will be established in accordance with the specifications set forth in Bellcore GR-145-CORE and in accordance with the following:

2.6.4.1 The Parties at present are interconnected at numerous points and in various manners through the **U-S-WEST Qwest** serving area. The present network design and resulting interconnection arrangements are technically feasible and efficient. **Paging CMRS** Provider may designate new or additional POCs where it wants to receive traffic from **U-S-WEST Qwest**. The Parties must cooperate and work together to maintain efficient interconnection during the term of the Agreement. Any related dispute shall be resolved according to the Dispute Resolution procedures set forth in Section 13.14 of this Agreement.

2.6.4.2 The provisions of this Section apply to all existing and future **Paging CMRS** Connection Service arrangements.

2.6.4.3 Type 1 **Paging CMRS** Connection Service

2.6.4.3.1 Subject to Section 2.6.4.3.2, **Paging CMRS** Provider may designate new or additional POCs anywhere within the LATA.

2.6.4.3.2 Billing Demarcation Point:

2.6.4.3.2.1 The Billing Demarcation Point between **U-S WEST's Qwest's** and **Paging CMRS** Provider's networks shall be located within the LATA at either (i) 37.5 airline miles from the **U S-WEST Qwest** Serving Wire Center of the **Paging CMRS** Provider's Point of Connection where the facility is connected when such Serving Wire Center is located within the LATA and more than 37.5 airline miles from the **U-S WEST Qwest** End Office that houses the DID numbers, or (ii) at the **U-S-WEST Qwest** Serving Wire Center of **Paging CMRS** Provider's Point of Connection when such Serving Wire Center is located within the LATA and Less than 37.5 airline miles from the **U-S WEST Qwest** End Office that houses the DID numbers. **Paging CMRS** Provider is only responsible for recurring charges for Exempt Traffic between the Billing Demarcation Point

and **Paging CMRS** Provider's Point of Connection. Such charges will be assessed pursuant to Appendix A, Section II.

2.6.4.3.2.2 When the Billing Demarcation Point is established at the 37.5 mile mark as described in 2.6.4.3.2.1(i) above, the **Paging CMRS** Provider shall pay only the recurring mileage based rates from the portion of the facility from the Billing Demarcation Point to the ~~U-S-WEST~~ **Qwest** End Office that houses the DID numbers. **Paging CMRS** Provider shall not pay any portion of port charges, or other costs associated with such facilities. Such mileage charges will be assessed pursuant to Appendix A, Section II.

2.6.4.3.3 If **Paging CMRS** Provider has any full NXX codes deployed using a Type 1 connection, **Paging CMRS** Provider will take reasonable steps to convert these to a Type 2 connection within a reasonable period of time after the Approval Date hereof.

2.6.4.4 Type 2 **Paging CMRS** Connection Service

2.6.4.4.1 Within a LATA, **Paging CMRS** Provider may designate multiple POCs at which it wishes to receive **paging CMRS** traffic from ~~U-S-WEST~~ **Qwest**. Each such POC shall receive traffic from the ~~U-S-WEST~~ **Qwest** local and Toll Tandem serving the geographic area in which the POC is located. Type 2 **Paging CMRS** Connection Service shall never extend beyond the boundaries of the geographic area of ~~U-S-WEST~~ **Qwest's** local Tandem serving **Paging CMRS** Provider's POC. U S WEST shall not be responsible for providing, maintaining or paying for facilities used to connect **Paging CMRS** Provider POC(s) to **Paging CMRS** Provider's equipment or network.

2.6.4.5 The location of the POC will determine the method of interconnection. The following arrangements for interconnection are available: (1) Network Access Channel; (2) Mid-Span Meet facilities; (3) Inter LCA Facility.

2.6.4.5.1 Network Access Channel

A NAC facility extends from the Serving Wire Center of ~~USWC~~ **Qwest** to the **Paging CMRS** Provider's **Paging CMRS** Terminal location. NAC facilities may

not extend beyond the area served by USWC Qwest's Serving Wire Center. A NAC must always be provisioned with Type 1 and Type 2 Service for connection, identification, and billing purposes. (The **Paging CMRS** Provider is only responsible for recurring and non-recurring charges for Exempt Traffic between the **USWC Qwest** Serving Wire Center of the **Paging CMRS** Provider's Point of Connection and the location of **Paging CMRS** Provider's Point of Connection

2.6.4.5.2 Mid-Span Meet (POC)

A Mid-Span Meet POC is a negotiated Point of Connection, limited to the joining of facilities between **USWC Qwest's** switch and the **Paging CMRS** Provider's **Paging CMRS** Terminal. Mid-Span Meet POC may be accomplished by the Parties through the negotiation of a separate Agreement. The actual physical Point of Connection 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.

~~2.6.4.5.3 InterLCA Facility~~

~~Paging Provider may request USWC Qwest-provided facilities to transport EAS/Local Traffic from a virtual POC to a USWC Qwest EAS/LCA to a POC located in a distant EAS/LCA (a distant POC). The USWC Qwest-provided facilities interconnecting a USWC Qwest EAS/LCA to a distant POC are Type 2 InterLCA Facilities.~~

~~The actual origination of the InterLCA Facility shall be the USWC Qwest Wire Center located in the EAS/LCA associated with Paging CMRS Provider's NXX. The Termination point is in the POC in the distant EAS/LCA.~~

~~If the distance between the USWC Qwest Wire Center in the EAS/LCA and the Serving Wire Center is twenty miles or less, the fixed and per-mile rates for Direct Trunk Transport (DTT) shall apply in accordance with Appendix A.~~

~~If the distance between the USWC Qwest Wire Center in the EAS/LCA and the Serving Wire Center~~

~~of the distant POC is greater than twenty miles, the fixed and per-mile DTT rates shall apply to the first twenty miles in accordance with Appendix A, and the remaining miles are rated as intrastate monthly fixed and per mile DS1 Private Line Transport Services. The Private Line Transport Services rates are contained in the applicable state Private Line catalogs and Tariffs.~~

~~The facilities connecting the distant POC to the USWC Qwest Wire Center will be rated as intrastate DS1 Private Line Transport Services. The Private Line Transport rates are contained in the applicable state Private Line catalogs and Tariffs.~~

~~Paging CMRS Provider will be charged for the first twenty miles of the InterLCA Facility as specified in Appendix A, to reflect the portion of the InterLCA Facility that is used by USWC Qwest to transport USWC Qwest originated traffic to Paging CMRS Provider. USWC Qwest shall not be required to reduce the Private Line Transport Services rates for the portion of the InterLCA Facility that exceeds 20 miles in length.~~

~~The InterLCA Facility may be utilized with a DS1 to DS0 multiplexer in the USWC Qwest Wire Center. A DS0 level Type 2 Interconnection trunk may use the InterLCA DS1 as Customer Facility Assignment (CFA) within the originating EAS/LCA.~~

~~In addition Paging CMRS Provider may choose to purchase a Private Line Transport Services DS3 from USWC as a CFA on which the Type 2 InterLCA Facility would ride. Paging CMRS Provider will purchase a Private Line DS3 to DS1 multiplexer to support the DS1 InterLCA Facility. If Paging CMRS Provider chooses to utilize a Private Line DS3 as CFA, these rates will be billed out of the applicable Private Line Transport Services catalogs or Tariffs.~~

~~The InterLCA Facility cannot be used to access unbundled network elements.~~

~~The InterLCA Facility is available only where facilities are available. USWC Qwest is not obligated to construct new facilities to provide a InterLCA Facility.~~

- 2.6.5. Any proposed post-installation changes of systems, operations or services, other than the **Paging CMRS** Connection Services, which would materially affect the other Party's system, operation or services must be coordinated with the other Party by giving as much advance notice as is reasonable, and in no event in less than ninety (90) days, of the nature of the changes and when they will occur. For **Paging CMRS** Connection Service changes may be made only in accordance with the provisions of this Agreement.
- 2.6.6. If the authorized service areas of **USWC Qwest** or **Paging CMRS** Provider change, the Parties agree to negotiate any necessary modifications to this Agreement in good faith.
- 2.6.7. If **USWC Qwest** proposes any change to the listed rate in any Tariff to which **Paging CMRS** Provider is subject under this agreement, **USWC Qwest** shall give **Paging CMRS** Provider such notice as is required by statute, Commission rule or Tariff, or if no notice is required, thirty (30) days' advance notice. Nothing in this Section is intended to limit any right of **Paging CMRS** Provider to challenge any change of such rates.

3 DEFINITIONS

- 3.1 "Act" means the Communications Act of 1934 (47 U.S.C.151 et.seq.), as amended inter alia by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the courts, FCC, or competent state regulatory bodies.
- 3.2 "Billing Demarcation Point" ("BDP") shall be the specified point on an interconnection facility where financial responsibility for the facility shifts from one party to this Agreement to the other party to this Agreement as contemplated by Section 2.6.4 There need be no physical demarcation of the Billing Demarcation Point.
- 3.3 "Commercial Mobile Radio Service" ("CMRS") is a mobile service that is:(a)(1) provided for profit; (2) an interconnected service; and (3) available to the public, or to such classes of eligible users as to be effectively available to a substantial portion of the public; or (b) the functional equivalent of such a mobile service described in Section 3.3(a) above.
- 3.4 "Commission" means the Idaho Public Utilities Commission and any successor state agency that performs the same or substantially the same regulatory functions.
- 3.5 "Compensable Traffic" means ~~the portion of~~ all traffic delivered by **U S WEST Qwest** to **Paging CMRS** Provider upon which terminating compensation is to be paid, ~~if any~~, as set forth on Appendix A.

- 3.6 "EAS/Local Calling Area" means the geographic area defined by the EAS boundaries as determined by the Commission and defined in ~~U S WEST's Qwest's~~ Local and/or General Exchange Service Tariff within which LEC customers may complete a landline call without incurring toll charges. Traffic originated and terminated within the same EAS boundary is considered to be EAS/Local and is to be considered local for purpose of this Agreement.
- 3.7 "End User(s)" means a third-party (residence or business) that subscribes to Telecommunications Services provided by either of the Parties.
- 3.7. "Enhanced Services" are services offered over common carrier transmission facilities used in interstate communications, which employ computer processing applications that act on the format, content, code, protocol or similar aspects of the subscriber's transmitted information; provide the subscriber additional, different or restructured information; or involve subscriber interaction with stored information.
- 3.8. "Exempt Traffic" ~~means the portion of all traffic delivered by U S WEST to Paging Provider which is not Compensable Traffic, as set forth on Appendix A.~~ The Parties agree for purposes of this Agreement that Exempt Traffic includes inter-MTA traffic, ~~Transit Traffic~~ and traffic originated by U S WEST customers which is routed to a ~~Paging~~ CMRS Provider POC located in a different LATA than where the call originates.
- 3.9. "FCC" means the Federal Communications Commission and any successor federal agency that performs the same or substantially the same regulatory functions.
- 3.10. "Final Order" means an Order or Orders entered by the Commission or the FCC with respect to which (a) the time period for seeking reconsideration or review, or filing a judicial appeal, shall have elapsed without the filing of any petition for reconsideration, application for review, or appeal by any party or third party and, if the Order or Orders were granted by the Commission or FCC staff on delegated authority, the time period for review by the full Commission or FCC on its own motion shall have expired without such review having been undertaken with respect to such Orders, or any aspect or portion thereof, or (b) a petition for reconsideration, application for review, or appeal has been filed or the full Commission or FCC has undertaken review on its own motion, but the Order or Orders shall have been reaffirmed or upheld or the challenge thereto shall have been withdrawn or dismissed and the applicable period for seeking further administrative or judicial review with respect to such action shall have expired without the filing of any action, petition or request for further review.
- 3.11. "InterLATA service" is telecommunications between a point located in a LATA and a point located outside such LATA.
- 3.12. "IntraLATA service" is telecommunications between two points located within a single LATA.

- 3.13. Local Access and Transport Area" ("LATA") means a contiguous geographic area: a) established before the date of enactment of the Telecommunications Act of 1996 by a Bell operating company such that no exchange area includes points within more than 1 metropolitan statistical area, consolidated metropolitan statistical area, or State, except as expressly permitted under the AT&T Consent Decree; or (b) established or modified by a Bell operating company after such date of enactment and approved by the FCC.
- 3.14. "Local Tandem" is a **USWC Qwest** switching system that switches calls to and from end offices within the Commission-defined Wireline local calling area for call completion.
- ~~3.15.~~ **[Left blank for numbering consistency.]**
(Concession that Qwest made in Colorado from the Arch Colorado ICA, paragraph 3.15) **"Local Telecommunications Traffic" for the purposes of reciprocal compensation means telecommunications traffic that originates and terminates in the same MTA within a single LATA, provided, however, that Local Telecommunications Traffic shall not include any traffic carried by an interexchange carrier, or traffic destined for Paging CMRS Provider's subscribers that are roaming in a different MTA.**
- 3.16. "MTA" or "Major Trading Area" is a geographic area established in Rand McNally's Commercial Atlas and Marketing Guide, as modified and used by the FCC in defining CMRS license boundaries for CMRS providers for purposes of Sections 251 and 252 of the Act.
- 3.17. "NXX" means the fourth, fifth and sixth digits of a ten-digit telephone number, and designates a Central Office Code.
- 3.18. "Order" means any order, writ, injunction, decree, stipulation, decision, or award entered or rendered by the Commission or the FCC.
- 3.19. "Party" means either **USWC Qwest** or **Paging CMRS Provider** and "Parties" means **USWC Qwest** and **Paging CMRS Provider**.
- 3.20. "Point of Connection" or "POC" is the physical connection point(s) between **Paging CMRS Provider** and **USWC Qwest**; the technical interface(s), test point(s) and point(s) for operational division of responsibility as set forth in this agreement.
- 3.21. "Rate Center" means the specific geographic point (the "Rating Point") and corresponding geographic area that are associated with one or more particular NPA-NXX codes that have been assigned to a telecommunications carrier. The geographic point is identified by a specific vertical and horizontal ("V & H") coordinate that is used by **USWC Qwest** in conjunction with the V&H coordinates of other rate centers to calculate distance-sensitive rates for end user traffic.

- 3.22. Routing Point" denotes a location that a telecommunications carrier has designated on its network as the homing (routing) point for traffic that terminates to a specific NPA NXX designation. The Routing Point need not be the same as the Rating Point and need not be within the same Rate Center, but must be in the same LATA as the associated NPA-NXX.
- 3.23. "Serving Wire Center" or "SWC" denotes the **USWC Qwest** office from which dial tone for local exchange service will, absent special arrangements, be provided to **USWC Qwest** End Users.
- 3.24. "Tandem Office Switches" are switches that are used to connect and switch trunk circuits between and among other end office switches, "Access Tandems" are Tandem Office Switches that exchange access traffic. "Toll Tandems" are Tandem Office Switches that exchange intraLATA toll traffic.
- 3.25. "Tandem Service Area" denotes the geographic area that is serviced by a Tandem office switch and all end offices subtending that tandem.
- 3.26. "Tariff" as used throughout this Agreement refers to **USWC Qwest** interstate and state tariffs, price lists, price schedules, catalogs, and service agreements as listed on the website <http://tarriffs.uswest.com/>.
- 3.27. "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.
- 3.28. "Transit Traffic" is traffic that originates with a telecommunications carrier other than **USWC Qwest** that transits **USWC Qwest's** network and is delivered to the **Paging CMRS** Provider's POC. The sending and receiving parties are not End Users of **USWC Qwest**, the transiting tandem telecommunications carrier.
- 3.29. "Type 1 **Paging CMRS** Connection Service" is a one-way final route trunk group between **USWC Qwest's** end office switch and **Paging CMRS** Providers' POC(s). "Type 2 **Paging CMRS** Connection Service" is a one-way final route trunk group between **USWC Qwest's** Local and Toll Tandem switches and **Paging CMRS** Providers' POC(s).

Terms not otherwise defined here, but defined in the Act or in regulations implementing the Act, shall have the meanings defined there.

4. RATE ELEMENTS FOR DELIVERY OF EXEMPT TRAFFIC

- 4.1 **Paging CMRS** Provider shall be obligated to pay **USWC Qwest**, at the rates specified in Appendix A, Schedule 1, for the portion of facilities used to deliver Exempt Traffic.
- 4.2. Applicable rate elements are:

- 4.2.1. Channel (Network Access Channel - NAC). Connection from **Paging CMRS** Provider's POC to the Serving Wire Center. Non-recurring charges apply to four-wire digital channels.
- 4.2.2. Channel Facility (for digital service) - DS1 level. Twenty-four digital voice grade channels can be transmitted over one DS1 facility. A full DS1 is necessary for the addition of voice grade channels even if ordered in increments of less than 24. The transmission rate is 1.544 Mbps.
- 4.2.3. Channel Facility (for digital service) - DS3 level. Twenty-eight DS1s, including their associated digital voice grade channels, can be transmitted over one DS3 facility. When using a DS3 multiplexing level, a full DS3 is necessary for the addition of DS1s even if ordered in increments of less than 28. The facility transmission rate is 44.736 Mbps.
- 4.2.4. Dedicated Transport. If the Serving Wire Center is not the **USWC Qwest** end office or Local or Toll Tandem, dedicated transport extends the channels/channel facility from the end office or tandem to the Serving Wire Center. The interoffice facilities can be either analog or DS1 or DS3 digital systems.
- 4.2.5. Multiplexing. Multiplexing performed at the Serving Wire Center enables a DS1 NAC to be connected to a DS0 Dedicated Transport System. A DS3 system will be multiplexed down to a DS1 level in order to connect with the digital switch.

5. **PAGING CMRS CONNECTION ARRANGEMENTS**

5.1. Technical Requirements

Equipment Interface. It is solely the **Paging CMRS** Provider's responsibility to advise **USWC Qwest** of the equipment interface to be used at **Paging CMRS** Provider's POC. The technical requirements for the equipment interface must be selected from those specified in Appendix B. Available equipment interfaces specified in Appendix B are defined in Bellcore Reference Documents GR145-CORE & BR-795-403-100.

5.2. Cooperative Testing

During installation, integrity testing, and ongoing maintenance activities, the Parties will cooperate to ensure the integrity of the connection. **USWC Qwest** and **Paging CMRS** Provider will each do such maintenance testing and inspection of their own equipment as may be reasonable and necessary.

5.3. Forecasting

5.3.1 Either Party shall, at the request of the other Party, participate in joint planning sessions at quarterly intervals. The **Paging CMRS** Provider shall complete a POC Forecast Form – **Paging CMRS** Connection (POC Forecast Form(s)) attached as Appendix B, for each POC and for each

different equipment interface within each POC. Although **Paging CMRS** Provider is required to complete a POC Forecast Form(s), such forecasts are not orders for **USWC Qwest** telecommunications services. **USWC Qwest** may use **Paging CMRS** Provider's forecasts and other sources of data which **USWC Qwest** independently selects and obtains to help determine the design and configuration of **Paging CMRS** Connection Service. Except as set for in Section 2.6.2 hereof, **USWC Qwest** is under no obligation to provide services to meet the usage forecasted by the **Paging CMRS** Provider in the POC Forecast Form, such information is for **USWC Qwest's** planning purposes only.

5.3.1.1. **Paging CMRS** Provider shall complete the first POC Forecast form(s) upon execution of this Agreement. Thereafter, **Paging CMRS** Provider must complete and send **USWC Qwest** updated POC Forecast Form(s) quarterly. If **USWC Qwest** does not receive an updated form with a new forecast each quarter, then **USWC Qwest** will rely on the last form received and its own current measurement of traffic over the **Paging CMRS** Connection Service facilities.

5.3.2 **USWC Qwest** shall, upon execution of this Agreement, provide **Paging CMRS** Provider with any data in its possession regarding the volume of traffic over the **Paging CMRS** Connection Service facilities. Thereafter, **USWC Qwest** shall on a quarterly basis send **Paging CMRS** Provider any updated traffic data in its possession.

5.3.3 Each Party shall submit to the other Party a description of anticipated major network projects that could affect the other Party; at a minimum, the Party will provide at least ninety (90) days' advance written notice of the nature of the changes and when the change(s) will occur. Major network projects include: shifts in anticipated traffic patterns or other activities that would result in a significant increase or decrease in traffic. These projects shall also include, but are not limited to, issues of equipment types and network capacity, usage, and location. **Paging CMRS** Provider shall attach the above information to the updated POC Forecast Form(s) as appropriate.

5.4 Rate Centers

In the context of Type 2 **Paging CMRS** Connection Service, for purposes of compensation between the parties and the ability of **USWC Qwest** to appropriately apply its toll tariff to its End Users, **Paging CMRS** Provider shall select an end office as a Rate Center for each NXX code that is within the Tandem Service Area of the Tandem Office Switch to which **Paging CMRS** Provider interconnects. Until such time as the assignment of less than whole NPA NXX codes to each Rate Center is technically and economically feasible. **Paging CMRS** Provider shall assign whole NPA-NXX codes to each Rate Center.

5.5 Routing Points

With respect to Type 2 **Paging CMRS** Connection Service, **Paging CMRS** Provider will also designate a Routing Point for each designated NXX code. **Paging CMRS** Provider shall designate one of its switch locations as the Routing Point for each NXX code assigned to **Paging CMRS** Provider.

6. LOCAL TRANSPORT AND TERMINATION RATES

- 6.1. **USWC Qwest** will pay **Paging CMRS** Provider for the transport and termination of Compensable Traffic as set forth in Appendix A.
- 6.2. The following are the requirements for Paging Provider to render a bill for Compensable Traffic. A sample bill will be provided and 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.
 - 6.2.1. [Left blank for numbering consistency.]
 - 6.2.2. The parties will exchange billing contacts and telephone numbers.
 - 6.2.3. The invoices will include identification of the monthly bill period (from and through dates), which will be the first through the last day of the prior calendar month.
 - 6.2.4. **Paging CMRS** Provider will bill U S WEST by state and by trunk group.
 - 6.2.5. **Paging CMRS** Provide will assign an Invoice Number and/or Billing Account Number.
 - 6.2.6. **Paging CMRS** Provider 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).
 - 6.2.7. The rendered bill will include a summary of charges and total amounts due.
 - 6.2.8. Charges incurred during the bill period will be reflected on the next bill. Minute of use ("MOU") rates will be displayed for all charges.
 - 6.2.9. Invoice will include all adjustments, credits, debits and payments.
 - 6.2.10. Invoice will include all applicable taxes and surcharges. **Paging CMRS** Provider will calculate, bill, collect and remit applicable taxes and surcharges to the appropriate authorities.
 - 6.2.11. **Paging CMRS** Provider's invoices to **U S WEST Qwest** will be provided on paper, unless a mechanized format is mutually agreed upon.
 - 6.2.12. [Left blank for numbering consistency.]

~~6.2.13. Total messages will be converted to MOUs as follows: 1) the number of messages will be aggregated at the end of the billing period by trunk group, 2) the aggregated number of messages will be multiplied by the average hold time in seconds and divided by 60 (to convert to minutes) 3) the product will be multiplied by the Compensable Traffic percentage and 4) the result rounded to the nearest whole minute.~~

~~6.2.14. In the absence of actual hold time data, it will be assumed that average hold time per paging message is 20 seconds.~~

6.3. Billing disputes will be resolved through the Dispute Resolution provisions of this Agreement.

7. SERVICE IMPAIRMENT

7.1. 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 shall not: 1) interfere with or impair service over any facilities of the other Party, its affiliated companies, or its connecting and concurring carriers involved in its services; 2) cause damage to their plant; 3) violate any applicable law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities; or 4) create hazards to the employees of either Party or to the public. Each of these requirements is hereinafter referred to as an "Impairment of Service."

7.2. If either Party causes an Impairment of Service, as set forth in this Section, the Party (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.

7.3. When a Party reports trouble to the other Party, and no trouble is found in the other Party's equipment, the reporting Party will be responsible for payment of service maintenance charges as specified in **USWC Qwest's** Intrastate Switched Access Tariff (cite) or state-specific pricing catalogue, as appropriate, for the period of time from when the other Party's personnel are dispatched to when the work is completed. Failure of the other Party's personnel to find trouble in its service will not result in a charge if the trouble is actually in that service, but not discovered at that time.

7.4. 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 Trouble Reporting Control Office (TRCO) and a toll free telephone number for such service.

USWC Qwest's TRCO number is (800) 784-3414

Paging CMRS Provider's TRCO number is (800) 733-4823

This number shall give access to the location where facility records are normally located and where current status reports on any trouble reports are readily available.

- 7.5. Each Party shall use its best efforts to isolate a trouble condition(s) to the other's facilities before reporting trouble to the other Party.

8. COLLOCATION

Should the Parties desire to collocate transmission equipment, through either physical or virtual collocation, the Parties will enter into a separate collocation agreement.

9. ACCESS TO TELEPHONE NUMBERS

9.1 Number Resources Arrangements

9.1.1 Nothing in this Agreement shall be construed in any manner to limit or otherwise adversely impact either Party's right to request or to the assignment of any North American Numbering Plan ("NANP") number resources including, but not limited to, central office "NXX" codes pursuant to the Central Office Code Assignment Guidelines (last published by the Industry Numbering Committee ("INC") as INC 95-0407-008, Revision 4/19/96, formerly ICCF 93-0729-010).

9.1.2. If changes occur in the manner in which number resources are allocated, administered or handled by the network such that **Paging CMRS** Provider can be and is assigned a partial NXX code in lieu of a whole NXX code for Type 2 connection service, then all references in this Agreement to an NXX code shall be deemed to include such partial NXX code if technically feasible, to the extent appropriate under Commission (or FCC) orders, rules, or decisions.

9.1.3. Subject to Section 2.1.2 of this Agreement, ~~U S WEST~~ **Qwest** will assign Type 1 number to **Paging CMRS** Provider on an equitable non-discriminatory basis upon reasonable request. Blocks of 100 local numbers will be provided by U S WEST to **Paging CMRS** Provider as available from the NXX codes assigned to a ~~U S WEST~~ **Qwest** End Office. ~~Charges for such number shall be in accordance with Schedule 4.~~

9.1.4. It shall be the responsibility of each Party to program and update its own network systems pursuant to the Local Exchange Routing Guide (LERG) to recognize and route traffic to the other Party's assigned NXX codes. Neither Party shall impose any fees or charges whatsoever on the other

Party for such activities. The Parties will cooperate to establish procedures to ensure the timely activation of NXX assignments in their respective networks.

9.1.5. Each Party shall be responsible for notifying its end users of any changes in numbering or dialing arrangements to include changes such as the introduction of new NPA's or new NXX codes.

9.1.6. Each Party is responsible for administering NXX codes assigned to it. Each Party is responsible for arranging LERG input for NXX codes assigned to its equipment. Each Party shall use the LERG published by Bellcore 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.

9.1.7. Notwithstanding any provision of this Agreement to the contrary, **Paging CMRS** Provider reserves the right to challenge, at any time, before the Commission, or any court or agency with jurisdiction, the reasonableness or appropriateness of any **USWC Qwest** recurring or nonrecurring charge for numbers, number assignments, number maintenance, number administration and/or other number resource related charges.

10. U-S-WEST QWEST DEX ISSUES

USWC Qwest and **Paging CMRS** Provider agree that certain issues, such as yellow page advertising, directory distribution, access to call guide pages, yellow page listings, will be the subject of negotiations between **Paging CMRS** Provider and directory publishers, including **U-S-WEST Qwest Dex**. **USWC Qwest** acknowledges that **Paging CMRS** Provider may request **USWC Qwest** to facilitate discussions between **Paging CMRS** Provider and **U-S-WEST Qwest Dex**.

11. TERM OF AGREEMENT

11.1 Effective Dates

All terms of this Agreement, including **U-S-WEST Qwest's** obligation to pay terminating compensation specified in Section III of Appendix A, shall become effective ~~July 1, 2000~~ **March 15, 2004** (the "Effective Date"), subject to the approval by the Commission (the "Approval Date").

11.2 Initial Term

The "Initial Term" of this Agreement shall expire on ~~January 18, 2002~~ **March 15, 2009**.

11.3 Renewal

After the date specified in Section 11.2 above, this Agreement shall continue in force and effect until terminated by either Party's providing written notice of termination to the other Party pursuant to the terms of this Agreement.

11.4 Termination

11.4.1 Involuntary Termination. This Agreement will terminate upon a revocation or other termination of either Party's governmental authority to provide the services contemplated by this Agreement. If the authority is temporarily suspended, delivery of traffic will cease only during the suspension if the suspended Party otherwise is and remains in full compliance under this Agreement.

11.4.2 Voluntary Termination. The Agreement may be terminated upon 160 days' advance written notice at any time after ~~August 11, 2001~~ **October 11, 2006**. The Parties agree that any such notification of termination shall be deemed a formal request under Sections 251 and 252 of the Act for negotiation of an interconnection agreement. During the termination notice period, the Parties shall negotiate in good faith to reach a revised agreement. If no such agreement is reached, the Agreement will terminate on the 161st day after notice, unless either party has requested arbitration pursuant to Section 252(b)(1) of the Act, in which case the Agreement will continue in force and effect until a successor agreement has been approved by the Commission.

11.4.3 **PageData reserves the right to modify this section because of no input from Qwest**

12 PAYMENT

12.1 Amounts payable under this Agreement are due and payable within thirty (30) days after the date of invoice, unless disputed in good faith by either Party. Billing and collection of usage charges by either Party from its End Users shall have no bearing on the amount or timeliness of either Party's payment obligation to the other Party.

12.2 Unless otherwise specified in this Agreement, any amount due and not paid by the due date to either Party shall be subject to the late payment factor of the **USWC Qwest** Intrastate Access Service Tariffs, General Regulations for the state in which the **Paging CMRS** Connection Service or other service provided pursuant to this Agreement is rendered.

12.3 Should either Party dispute any portion of the monthly billing under this Agreement, that Party will notify the other Party in writing within thirty (30) days of the receipt of such billing, identifying the amount and details of such dispute. Both Parties agree to expedite the investigation of any disputed amounts in an effort to resolve and settle the dispute prior to initiating any other rights or remedies. Each party shall pay all billed amounts when due, provided, however, that a Party may withhold (i) up to four months worth of disputed charges (not to exceed \$100,000 in the aggregate for all disputes should multiple disputes exist) pending resolution of such dispute, ~~and (ii) any disputed amounts pertaining to reciprocal compensation for internet-related traffic~~. Should the dispute be resolved in the non-disputing Party's favor, the disputing Party shall pay the withheld amounts to the non-disputing Party within thirty days. Should the dispute be resolved in the disputing Party's favor, the non-disputing party will credit any paid disputed amounts against the

disputing Party's succeeding monthly bills; provided, however, that if a credit balance remains for more than 3 months on an account, the non-disputing Party shall pay the credit balance in cash to the disputing Party. No late payment factor or charges, interest or other penalties shall apply to payments or credits made pursuant to the settlement of disputed amounts provided the payment or credit is made within 30 days following the resolution of the dispute.

- 12.4 If either Party is repeatedly delinquent in making payments, the other Party may, in its sole discretion, require a deposit to be held as security for the payment of charges. "Repeatedly delinquent" means being thirty (30) days or more delinquent in the payment of non-disputed amounts for three (3) consecutive months. The deposit may not exceed the estimated total monthly charges for a two (2) month period. The deposit may be a cash deposit, a letter of credit with terms and conditions acceptable to the requesting Party in its sole discretion, or some other form of mutually acceptable security.
- 12.5 Interest will be paid on cash deposits at the rate applying to deposits under applicable Commission rules, regulations, or Tariffs. Cash deposits and accrued interest will be credited to the depositing Party's account or refunded, as appropriate, upon the earlier of the termination of this Agreement or one full year of timely payments in full by the depositing Party. The fact that a deposit has been made does not relieve the depositing Party from any requirements of this Agreement.

13 MISCELLANEOUS TERMS

13.1. General Provisions

13.1.1. The Parties are each solely responsible for participation in and compliance with national network plans, including the National Network Security Plan and Emergency Preparedness Plan.

13.1.2. Each Party is solely responsible for the services it provides to its End Users and to other telecommunications carriers.

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

13.2. Taxes

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

13.3. Force Majeure

Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, labor disputes, strikes or lockouts, equipment failures due to year 2000 (Y2K) problems, power blackouts, volcanic action, other major environmental disturbances, an unforeseeable inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (collectively, a "Force Majeure Event").

13.4. Limitation of Liability

13.4.1. Each Party shall be liable to the other for direct damages for any loss, defect or equipment failure resulting from the causing Party's conduct or the conduct of its agents or contractors in performing the obligations contained in this Agreement.

~~13.4.2 Except for indemnity obligations, each Party's liability to the other Party for any loss relating to or arising out of any negligent act or omission in its performance of this Agreement, whether in contract or in tort, shall be limited to the total amount that is or would have been charged to the other Party by such negligent or breaching Party for the service(s) or function(s) not performed or improperly performed.~~

~~13.4.3. Except as provided in Sections 13.6.4 and 13.6.5 below, neither Party shall be liable to the other under this Agreement for indirect, incidental, consequential, or special damages, including (without limitation) damages for lost profits, lost revenues, lost whether in contract, warranty, strict liability, tort, including (without limitation) negligence of any kind and regardless of whether the Parties knew the possibility that such damages could result.~~

13.4.4. Nothing contained in this Section shall limit either Party's liability to the other for willful misconduct.

13.4.5. Nothing contained in this Section shall limit either Party's obligations of indemnification as specified in Section 13.7 of this Agreement.

13.5. Indemnity

13.5.1. With respect to third party claims, each of the Parties agrees to release, indemnify, defend and hold harmless the other Party and each of its officers, directors, employees and agents (each an "Indemnitee") from, against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or unknown, liquidated or unliquidated including, but not limited to, costs and attorneys' fees (collectively and individually "Claims"), whether

suffered, made, instituted, or asserted by any other party or person, for invasion of privacy, personal injury to or death of any person or persons, or for loss, damage to, or destruction of property, whether or not owned by others, resulting from the indemnifying Party's performance, violation of law, or status of its employees, agents and subcontractors; or for failure to perform under this Agreement, regardless of the form of action, except for Claims arising out of, resulting from, or in connection with the Indemnitee's negligence or willful misconduct.

13.5.2. The indemnification provided herein shall be conditioned upon:

13.5.2.1. The indemnified Party shall promptly notify the indemnifying Party in writing 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.

13.5.2.2. 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. The indemnified Party shall cooperate with the indemnifying Party at the indemnifying Party's reasonable expense.

13.5.2.3. In no event shall the indemnifying Party settle or consent to any judgment pertaining to any such action which is payable in any part by the indemnified Party without the prior written consent of the indemnified Party.

13.6. Intellectual Property

13.6.1. **Paging CMRS** Provider and **USWC Qwest** shall not, without the express written permission of the other, state or imply that; 1) they are connected, or in any way affiliated, with each other or the other's affiliates, 2) they are part of a joint business association or any similar arrangement with each other or the other's affiliates, 3) they or their affiliates are in any way sponsoring, endorsing or certifying each other or their goods and services, or 4) with respect to the other's advertising or promotional activities or materials, that they are in any way associated with or originated from the other or any of the other's affiliates. Nothing in this paragraph shall prevent **Paging CMRS** Provider and **USWC Qwest** from truthfully describing the network elements they use to provide service to their End Users.

13.6.2. 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, tradename, trade secret or any other intellectual property

right now or hereafter owned, controlled or licensable by either Party. **Paging CMRS** Provider and **USWC Qwest** may not use any patent, copyright, logo, trademark, tradename, trade secret or other intellectual property right of the other Party or its affiliates without execution of a separate agreement between the Parties.

13.6.3. **Paging CMRS** Provider and **USWC Qwest** acknowledge the value of the marks "~~U-S-WEST Qwest,~~" "~~U-S-WEST Communications Qwest Corporation,~~" "~~Arch Paging, Inc. PageData~~" and "~~Mobile Communications Corporation of America,~~" (the "Marks") and the goodwill associated therewith and acknowledge that such goodwill is a property right belonging to ~~U-S-WEST, Inc., USWC Qwest, and Arch Paging, Inc. PageData and Mobile Communications Corporation of America~~ respectively (the "Owners"). The Parties recognize that nothing contained in this Agreement is intended as an assignment or grant to either Party of any right, title or interest in or to the Marks and that this Agreement does not confer any right or license to grant sublicenses or permission to third parties to use the Marks and is not assignable. The Parties will do nothing inconsistent with the Owners' ownership of the Marks, and all rights, if any, that may be acquired by use of the Marks shall inure to the benefit of the Owners. The Parties will not adopt, use (other than as authorized herein,) register or seek to register any mark anywhere in the world which is identical or confusingly similar to the Marks or which is so similar thereto as to constitute a deceptive colorable imitation thereof or to suggest or imply some association, sponsorship, or endorsement by the Owners. The Owners make no warranties regarding ownership of any rights in or the validity of the Marks.

13.6.4. As a condition to the access or use of patents, copyrights, trade secrets and other intellectual property (including software) owned or controlled by a third party to the extent necessary to implement this Agreement or specifically required by the then applicable federal and state rules and regulations relating to interconnection and access to telecommunications facilities and services, the Party providing access may require the other upon written notice, from time to time, to obtain a license or permission for such access or use, make all payments in connection with obtaining such permission, and providing evidence of such permission.

13.7. Warranties

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

13.8 Assignment

Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party, which consent shall not be

unreasonably withheld or delayed, provided that each Party may assign this Agreement to a corporate affiliate or an entity under its common control or an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

13.9. Default

If either Party defaults in the payment of any amount due hereunder, or if either Party violates any other provision of this Agreement, and such default or violation shall continue for thirty (30) days after written notice thereof, the other Party may seek legal and/or regulatory relief. All remedies provided for herein shall be cumulative. 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.

13.10. Disclaimer of Agency

Except for provisions herein, if any, expressly authorizing a Party to act for the other, 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.

13.11. Severability

Except as provided in Section 1.2 of this Agreement, the provisions of this Agreement are not severable.

13.12. Nondisclosure

13.12.1. All information, including but not limited to specifications, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, customer records, Customer Proprietary Network Information (as defined by Section 222 (f)(2) of the Act and as implemented by the FCC) and market data, (i) furnished by one Party to the other Party, or (ii) in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary", or (iii) communicated and declared to the receiving Party at the time of delivery, or by written notice given to the receiving Party within ten (10) days after delivery, to be "Confidential" or "Proprietary" (collectively referred to as "Proprietary Information"), shall remain the property of the disclosing Party. A Party who receives Proprietary Information via an oral communication may request written confirmation that the material is Proprietary Information. A Party who delivers Proprietary Information via an oral communication may request

written confirmation that the Party receiving the information understands that the material is Proprietary Information.

- 13.12.2. Upon request by the disclosing Party, the receiving Party shall either return or destroy all tangible copies of Proprietary Information whether written, graphic or otherwise at the receiving Party's option.
- 13.12.3. Each Party shall endeavor to keep all of the other Party's Proprietary Information confidential using the same degree of care as the receiving Party uses for its own confidential information of similar importance and shall use the other Party's Proprietary Information only in connection with performance of 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.
- 13.12.4. Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Proprietary Information as:
 - 13.12.4.1. was at the time of receipt already known to the receiving Party free of any obligation to keep it confidential; or
 - 13.12.4.2. is or becomes publicly known through no wrongful act of the receiving Party; or
 - 13.12.4.3. 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
 - 13.12.4.4. is independently developed by an employee, agent, or contractor of the receiving Party without reference to the Proprietary Information; or
 - 13.12.4.5. is disclosed to a third person by the disclosing Party without similar restrictions on such third person's rights; or
 - 13.12.4.6. is approved for release by written authorization of the disclosing Party; or
 - 13.12.4.7. is required to be made public by the receiving Party pursuant to applicable law or regulation provided that the receiving Party shall give sufficient notice of the requirement to the disclosing Party to enable the disclosing Party to seek protective orders, at the disclosing Party's sole expense.
- 13.12.5. Effective Date of this Section. Notwithstanding any other provision of this Agreement, the Proprietary Information provisions of this

Agreement shall apply to all Proprietary Information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the date of this Agreement.

13.13. Survival

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

13.14. Dispute Resolution

(Pick and Choose under Section 252(i) from Case QWE-T-01-26, Interconnection Agreement between Qwest Corporation and Bridgeband Communications, Sections 5.12.1 - 5.12.3, approved January 29, 2002; and Case QWE-T-02-02, Statement of Generally Available Terms and Conditions for Interconnection, Unbundled Network Elements, Ancillary Services, and Resale of Telecommunications Services Provided by Qwest Corporation in the State of Idaho, Second Revision, and XO Idaho, December 10, 2001, Sections 5.12.1 - 5.12.3)

- 13.14.1. 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 the dispute resolution process set forth in this Section. Each notice of default, unless cured within the applicable cure period, shall be resolved in accordance herewith.
- 13.14.2. At the written request of either Party, and prior to any other formal dispute resolution proceedings, each Party shall designate a vice-presidential level employee to review, meet, and negotiate, in good faith, to resolve the Dispute. The Parties intend that these negotiations be conducted by non-lawyer, business representatives, and the locations, format, frequency, duration, and conclusions of these discussions shall be at the discretion of the representatives. By mutual agreement, the representatives may use other procedures, such as mediation, to assist in these negotiations. The discussions and correspondence among the representatives for the purposes of these negotiations shall be treated as Confidential Information developed for purposes of settlement, and shall be exempt from discovery and production, and shall not be admissible in any subsequent arbitration or other proceedings without the concurrence of both of the Parties.
- 13.14.3. If the vice-presidential level representatives have not reached a resolution of the Dispute within thirty (30) calendar days after the matter is referred to them, then either Party may demand that the Dispute be settled by arbitration.

13.14.4. If any claim, controversy or dispute between the Parties, their agents, employees, officers, directors or affiliated agents ("Dispute") cannot be settled through negotiation, it ~~may~~ shall be resolved by arbitration under the then current rules of the American Arbitration Association ("AAA"). The arbitration shall be conducted by a single neutral arbitrator familiar with the telecommunications industry and engaged in the practice of law. Such arbitrator shall not be a current or former employee, agent, contractor, officer or director of either Party or its affiliates or subsidiaries or related in any way to a current or former employee, agent, contractor, officer, or director of either Party or its affiliates. The Federal Arbitration Act, 9 U.S.C. Secs. 1-16, not state law, shall govern the arbitrability of all Disputes. The arbitrator shall ~~not~~ have authority to award punitive damages. All expedited or emergency procedures prescribed by the AAA rules shall apply and the rules used shall be those for the telecommunications industry. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. The prevailing Party, as determined by the arbitrator, shall be entitled to an award of reasonable attorneys' fees and costs. The arbitration shall occur at a mutually agreed upon location. Nothing in this Section shall be construed to waive or limit either Party's right to seek relief from small claims court, the Commission or the FCC as provided by state or federal law.

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

13.15. Controlling Law

This Agreement was negotiated by the Parties in accordance with the terms of the Act and the laws of the state where service is provided hereunder. It shall be interpreted solely in accordance with the terms of the Act and the applicable state law in the state where the service is provided. Where this Agreement and an applicable Tariff are in conflict, this Agreement shall control.

13.16. Joint Work Product

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

13.17. Responsibility for Environmental Contamination

Neither Party shall be liable to the other for any costs whatsoever resulting from the presence or release of any environmental hazard that such 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, except to the extent such environmental hazard arises out of, or is in connection with, the other Party's negligence or willful misconduct.

13.18. Notices

Any notices required by or concerning this Agreement shall be delivered by hand or sent via courier or certified mail to the Parties at the addresses shown below:

Qwest Corporation
~~U S WEST Communications, Inc.~~

Director - Compliance
1801 California Street, Room 2410
Denver, CO 80202

PageData
~~Arch Paging Inc., and Mobile~~
~~Communications Corporation of~~
~~America~~
~~1800 West Park Drive, Suite 250~~
~~Westborough, MA 01581-3912~~
~~Attn.: Mr. Dennis Doyle~~
~~(508) 870-6612~~

With a copy to:

U S WEST Law Department
Attention General Counsel
1801 California, Room 5100
Denver, CO 80202

Attention: Telecom Admin
6610 Overland Rd.
Boise, ID 83709

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

13.19. Responsibility of Each Party

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

13.20. No Third Party Beneficiaries

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

13.21. Referenced Documents

All references to Appendixes, Sections, Exhibits, and Schedules shall be deemed to be references to Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. Whenever any provision of this Agreement refers to a technical reference, technical publication, **Paging CMRS** Provider practice, **USWC Qwest** practice, any publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated into this Agreement, it will be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successors) of such document that is in effect on the date hereof. If there are changes to such documents, the Parties will jointly agree whether this Agreement shall include such revised version or edition (including any amendments, supplements, addenda, or successors) of each document incorporated by reference in such a technical reference, technical publication, **Paging CMRS** Provider practice, **USWC Qwest** practice, or publication of industry standards (unless **Paging CMRS** Provider elects otherwise). Should there be any inconsistency between or among publications or standards, the Parties will jointly agree which requirement shall apply.

13.22. Publicity and Advertising

Neither Party shall publish (other than in connection with necessary approval of this Agreement by a Commission with jurisdiction) or use any advertising, sales promotions or other publicity materials that use the other Party's logo, trademarks or service marks without the prior written approval of the other Party.

13.23. Amendment

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

13.24. Executed in Counterparts

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

13.25. Headings of No Force or Effect

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

13.26. Regulatory Approval

The Parties understand and agree that this Agreement will be filed with the Commission and may thereafter be filed with the FCC and shall, at times, be subject to review by the Commission or the FCC. The Parties shall cooperate in a good faith effort to secure, as soon as practicable, any required regulatory approvals of this Agreement.

13.27. Compliance

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

13.28 Further Assurances

Each Party shall at any time, and from time to time, upon the written request of the other Party, execute and deliver such further documents, and do such further acts and things as the other Party may reasonably request to effect the purposes of this Agreement. The Parties shall act in good faith and consistent with the intent of the Act in the performance of their obligations under this Agreement. Where notice, approval or similar action by a Party is permitted or required by any provision of this Agreement (including, without limit, the obligation of the Parties to further negotiate the resolution of new or open issues under this Agreement) such action shall not be unreasonably delayed, withheld or conditioned.

13.29 Section 252(i) Election

Paging CMRS Provider shall have the right under 47 U.S.C. Sections 252(i) to elect terms and conditions from other approved agreements consistent with 47 C.F.R. Section 809.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives for service in the state of Idaho.

* Arch Paging, Inc. and Mobile
Communication Corporation of
America
PageData

* U S WEST Communications, Inc.
Qwest Corporation

Signature

Signature

Name Printed/Typed

Elizabeth J. Stamp

Name Printed/Typed

Title

Director – Interconnect

Title

Date

Date

APPENDIX A – Rates and Charges

1. FACILITY CHARGES

~~A. Paging CMRS Provider shall be obligated to pay for the portion of the facilities used to deliver Third Party Traffic as set forth below. The payment shall be calculated by multiplying the specified rate by the Third Party Traffic percentage. Twenty-four (24%) of all traffic delivered by USWC Qwest to Paging CMRS Provider under this Agreement shall be deemed Third Party Traffic.~~(NOTE: This section deleted per Qwest voluntarily relinquishing transit traffic issue in reference to the U.S. Court of Appeals, District of Columbia Circuit Decision dated January 16, 2004, in the matter of Mountain Communications, Inc. v. Federal Communications Commission.)

(Pick and Choose under Section 252(i) from Case QWE-T-01-26, Interconnection Agreement between Qwest Corporation and Bridgeband Communications, Section 7.2.2.3.3, approved January 29, 2002; and Case QWE-T-02-02, Statement of Generally available Terms and Conditions for Interconnection, Unbundled Network Elements, Ancillary Services, and Resale of Telecommunications Services Provided by Qwest Corporation in the State of Idaho, Second Revision, and XO Idaho, December 10, 2001, Section 7.2.2.3.3.)

The originating company is responsible for payment of appropriate rates to the transit company and to the terminating company. In the case of Exchange Access (IntraLATA Toll) traffic where Qwest is the designated IntraLATA Toll provider for existing LECs, Qwest will be responsible for payment of appropriate usage rates.

B. 100% of the Non recurring charges incurred due to **Paging CMRS Provider** relocation or equipment change will be paid.

2. COMPENSATION FOR DELIVERY OF USWC ORIGINATED TRAFFIC

A. Flat Rate per Trunk: Pursuant to Section 6, **USWC Qwest** will compensate **Paging CMRS Provider** on a monthly basis at a flat rate per trunk for delivery of **USWC Qwest** originated traffic as follows:

- Type 1: 6,000 MOU per trunk times Compensable Traffic percentage times \$0.003398 times trunk quantity
- Type 2: 6,000 MOU per trunk times Compensable Traffic percentage times \$0.003398 times trunk quantity

~~B. Flat Rate per Trunk: Pursuant to Section 6, upon establishment of an actual three (3) month average Minutes of Use (MOU) per trunk group type, USWC will compensate Paging Provider on a monthly basis at a flat rate per trunk for delivery of USWC originated traffic as follows:~~

- ~~Type 1: Average MOU per trunk times Compensable Traffic percentage times \$0.003398 times trunk quantity~~
- ~~Type 2: Average MOU per trunk times Compensable Traffic percentage times \$0.003398 times trunk quantity~~

C. The Compensable Traffic percentage shall be calculated as follows: Compensable Traffic percentage equals one hundred percent minus ~~Third Party Traffic percentage.~~

3. BFR PROCESSING FEE

Pursuant to Section 15, Bona Fide Request, ~~USWC Qwest~~ shall apply a fee of Two Thousand, One Hundred and Twenty Eight Dollars (\$2128.00) for processing each Bona Fide Request submitted by ~~Paging CMRS~~ Provider.

**APPENDIX A – SCHEDULE 1
IDAHO TYPE 1 TELRIC RATES**

PAGE 1 – IDAHO TYPE 1 TELRIC RATES

DESCRIPTION	USOC	NON-RECURRING	RECURRING
NETWORK ACCESS CHANNEL – NAC			
Analog 2-wire Channels: 1-way in (land to mobile)	MTZ1X	\$263.81	\$38.72
Analog 4-wire Channels: 1-way in (land to mobile)	MTJ1X	\$263.81	\$89.52
4-wire Digital Channels: 1-way in (land to mobile)	M4W1X	\$78.92	N/A
DIGITAL FACILITY			
DS1 Level	MF31X	\$485.34	\$93.05
CONNECTIVITY			
Analog (Per analog channel)	CK6AX	N/A	\$20.73
DS1 Level (Per DS1 Facility)	CK61X	N/A	\$50.40
- per DS1 Activated on a DS3 Facility	CK61X	N/A	\$50.40
DIAL OUTPUTSING			
Per each one-way-in (land to mobile) or two-way channel:			
-Analog 2-wire	OUPAX	\$181.66	N/A
-Analog 4-wire or Digital	OUPDX	\$181.66	N/A
MULTIPLEXING			
DS1 to DS0	MXG1X	\$291.36	\$199.75
CHANNEL PERFORMANCE			
Loop Start	PM2GG	N/A	\$7.27
Ground Start	PM2HG	N/A	\$5.06
Loop with Reverse Battery	PM2JG	N/A	\$4.12

PAGE 2 – IDAHO TYPE 1 TELRIC RATES

DESCRIPTION	USOC	NON-RECURRING	RECURRING
DEDICATED TRANSPORT			
Analog/DS0			
Over 0 to 8 Miles			
Fixed:	XUWH1	\$28.29	\$18.83
Per Mile	JZ3HA	N/A	\$0.09
Over 8 to 25 Miles			
Fixed:	XUWH2	\$28.29	\$18.85
Per Mile	JZ3HB	N/A	\$0.12
Over 25 to 50 Miles			
Fixed	XUWH3	\$28.29	\$18.83
Per Mile	JZ3HC	N/A	\$0.13
Over 50 Miles			
Fixed	XUWH4	\$28.29	\$18.83
Per Mile	JZ3HD	N/A	\$0.11
DS1 Level			
Over 0 to 8 Miles			
Fixed	XUWJ1	\$216.03	\$37.35
Per Mile	JZ3JA	N/A	\$1.28
Over 8 to 25 Miles			
Fixed	XUWJ2	\$216.03	\$37.35
Per Mile	JZ3JB	N/A	\$1.90
Over 25 to 50 Miles			
Fixed	XUWJ3	\$216.03	\$37.35
Per Mile	JZ3JC	N/A	\$2.04
Over 50 Miles			
Fixed	XUWJ4	\$216.03	\$37.35
Per Mile	JZ3JD	N/A	\$1.90

**APPENDIX A – SCHEDULE 1
IDAHO TYPE 2 TELRIC RATES**

PAGE 1 – IDAHO TYPE 2 TELRIC RATES

DESCRIPTION	USOC	NON-RECURRING	MONTHLY
CHANNEL			
(Network Access Channel-NAC)			
<u>2 wire Analog (trunk side termination)</u>			
2A-1 way in (Paging)	P231X	\$263.81	\$38.72
<u>4 wire Analog (trunk side termination)</u>			
2A-1 way in (Paging)	P431X	\$263.81	\$73.34
<u>4 wire Digital (trunk side termination)</u>			
TYPE 2A			
2A-1 way in (Paging)			
-Initial	P4Y1X	\$78.92	N/A
-Subsequent	P4Y1X	\$78.92	N/A
Channel Facility-DS1 Level	MF31X	\$485.34	\$93.05
Channel Facility-DS3 Level	MF33X	\$532.62	\$368.96

PAGE 2 -- IDAHO TYPE 2 TELRIC RATES

DESCRIPTION	USOC	NON-RECURRING	RECURRING
DEDICATED TRANSPORT			
Analog/DS0			
<u>Over 0 to 8 Miles</u>			
Fixed:	XU2T1	\$28.29	\$18.83
Per Mile	JZ3TA	\$28.29	\$0.09
<u>Over 8 to 25 Miles</u>			
Fixed:	XU2T2	\$28.29	\$18.85
Per Mile	JZ3TB	\$28.29	\$0.12
<u>Over 25 to 50 Miles</u>			
Fixed	XU2T3	\$28.29	\$18.83
Per Mile	JZ3TC	\$28.29	\$0.13
<u>Over 50 Miles</u>			
Fixed	XU2T4	\$28.29	\$18.83
Per Mile	JZ3TD	\$28.29	\$0.11
DS1 Level			
<u>Over 0 to 8 Miles</u>			
Fixed	XUWJ1	\$216.03	\$37.35
Per Mile	JZ3JA	\$216.03	\$1.28
<u>Over 8 to 25 Miles</u>			
Fixed	XUWJ2	\$216.03	\$37.35
Per Mile	JZ3JB	\$216.03	\$1.90
<u>Over 25 to 50 Miles</u>			
Fixed	XUWJ3	\$216.03	\$37.35
Per Mile	JZ3JC	\$216.03	\$2.04
<u>Over 50 Miles</u>			
Fixed	XUWJ4	\$216.03	\$37.35
Per Mile	JZ3JD	\$216.03	\$1.90

PAGE 3 – IDAHO TYPE 2 TELRIC RATES

DESCRIPTION	USOC	NON-RECURRING	RECURRING
DS3 Level			
<u>Over 0 to 8 Miles</u>			
Fixed:	XUWK1	\$216.03	\$257.18
Per Mile	JZ3KA	\$216.03	\$19.48
<u>Over 8 to 25 Miles</u>			
Fixed:	XUWK2	\$216.03	\$260.49
Per Mile	JZ3KB	\$216.03	\$24.24
<u>Over 25 to 50 Miles</u>			
Fixed	XUWK3	\$216.03	\$260.77
Per Mile	JZ3KC	\$216.03	\$26.43
<u>Over 50 Miles</u>			
Fixed	XUWK4	\$216.03	\$259.32
Per Mile	JZ3KD	\$216.03	\$26.35
CHANNEL PERFORMANCE	PM2JG	N/A	\$4.12
Loop with Reverse Battery Applies only when there is Dedicated Transport on Analog 2-Wire NAC			
MULTIPLEXING			
Per DS1 to DS0 Multiplexer	MXG1X	\$291.36	\$199.75
Per DS3 to DS1 Multiplexer	MXG3X	\$298.29	\$201.88

APPENDIX B - TYPE 1 **PAGING CMRS** CONNECTION SERVICE
QUARTERLY POC FORECAST FORM

-- THIS IS NOT AN ORDER FORM --
THIS IS A THREE YEAR FORECAST

DATE PREPARED: _____ (update required quarterly)

Paging CMRS Provider's Point of Connection (POC) (one form required per POC)

_____ **New POC**
_____ **Existing POC**

For Internal Use Only

Paging CMRS Provider: _____ ACNA: _____

POC Address: _____

City, State, Zip: _____

Switch CLLI Code (associated with NXX): _____

POC CLLI Code (if assigned) : _____

Technical Contact Name: _____

Technical Contact Phone Number: _____

Billing Contact Name: _____

Billing Contact Phone Number: _____

List ALL **PAGING CMRS** DID Numbers associated with this POC:

Paging CMRS Provider's Equipment Requirements (check appropriate line(s))

_____ Digital _____ Analog _____ 2-wire _____ 4-wire
Trunk Pulsing: _____ Multifrequency (MF) _____ Dial Pulse (DP)
_____ Dual Tone Multifrequency (DTMF)

Start Signaling: _____ Wink _____ Immediate (IMM) _____ Delayed Start
Outpulsing (4-10 digits) _____

Network Channel Interface - Analog

_____ Reverse Battery - 600 ohms
_____ Reverse Battery - 900 ohms
_____ Loop Start
_____ E & M Signaling - Type I
_____ E & M Signaling - Type II

Network Channel Interface - Digital:

_____ DS3
_____ DS1 AMI + SF
_____ DS1 AMI + ANSI ESF
_____ DS1 AMI + non-ANSI ESF
_____ DS1 B8ZS + SF
_____ DS1 B8ZS + ANSI ESF
_____ DS1 B8ZS + non-ANSI ESF

APPENDIX B - TYPE 1 ~~PAGING~~ CMRS CONNECTION SERVICE
QUARTERLY POC FORECAST FORM

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Busy Season: _____			
Average Busy Hour Minutes of Use	_____	_____	_____
Average Busy Hour Number of Messages	_____	_____	_____

For Internal Use Only:

Prepared by: _____ Date: _____
Title: _____ Telephone Number: _____

Please attach additional major network project information to this forecast, per Section 4.9.3.2 of this Agreement

Mail completed form to: **USWC-Qwest**
Type 1 Forecast Manger
250 Bell Plaza, Room 311
Salt Lake City, UT 84111

APPENDIX B - TYPE 1 **PAGING CMRS** CONNECTION SERVICE
INITIAL POC FORECAST FORM

**-- THIS IS NOT AN ORDER FORM --
THIS IS A THREE YEAR FORECAST**

DATE PREPARED: _____(update required quarterly)

Paging CMRS Provider's Point of Connection (POC) (one form required per POC)

_____ **New POC**
_____ **Existing POC**

For Internal Use Only

Paging CMRS Provider: _____ ACNA: _____

POC Address: _____

City, State, Zip: _____

Switch CLLI Code (associated with NXX): _____

POC CLLI Code (if assigned) : _____

Technical Contact Name: _____

Technical Contact Phone Number: _____

Billing Contact Name: _____

Billing Contact Phone Number: _____

List ALL **PAGING CMRS** DID Numbers associated with this POC:

Paging CMRS Provider's Equipment Requirements (check appropriate line(s))

_____ Digital _____ Analog _____ 2-wire _____ 4-wire
Trunk Pulsing: _____ Multifrequency (MF) _____ Dial Pulse (DP)
_____ Dual Tone Multifrequency (DTMF)

Start Signaling: _____ Wink _____ Immediate (IMM) _____ Delayed Start
Outpulsing (4-10 digits) _____

Network Channel Interface - Analog

_____ Reverse Battery - 600 ohms
_____ Reverse Battery - 900 ohms
_____ Loop Start
_____ E & M Signaling - Type I
_____ E & M Signaling - Type II

Network Channel Interface - Digital:

_____ DS3
_____ DS1 AMI + SF
_____ DS1 AMI + ANSI ESF
_____ DS1 AMI + non-ANSI ESF
_____ DS1 B8ZS + SF
_____ DS1 B8ZS + ANSI ESF
_____ DS1 B8ZS + non-ANSI ESF

APPENDIX B - TYPE 1 **PAGING CMRS** CONNECTION SERVICE
INITIAL POC FORECAST FORM

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Busy Season: _____			
Average Busy Hour Minutes of Use	_____	_____	_____
Average Busy Hour Number of Messages	_____	_____	_____

For Internal Use Only:

Prepared by: _____ Date: _____
Title: _____ Telephone Number: _____

Please attach additional major network project information to this forecast, per Section 4.9.3.2 of this Agreement

Mail completed form to: **USWC-Qwest**
Type 1 Forecast Manger
250 Bell Plaza, Room 311
Salt Lake City, UT 84111

APPENDIX B - TYPE 2 **PAGING CMRS** CONNECTION SERVICE
INITIAL POC FORECAST FORM

-- THIS IS NOT AN ORDER FORM --
THIS IS A THREE YEAR FORECAST

DATE PREPARED: _____(update required quarterly)

Paging CMRS Provider's Point of Connection (POC) (one form required per POC)

_____ **New POC**
_____ **Existing POC**

For Internal Use Only

Paging CMRS Provider: _____ ACNA: _____

POC Address: _____

City, State, Zip: _____

Switch CLLI Code (associated with NXX): _____

POC CLLI Code (if assigned) : _____

Technical Contact Name: _____

Technical Contact Phone Number: _____

Billing Contact Name: _____

Billing Contact Phone Number: _____

List ALL **PAGING CMRS** NXX's associated with this POC: (Type 2 **Paging CMRS** Service is only available to NXX's and associated POCs located within the geographical serving area of the respective **USWC Qwest** Local and LATA/Toll Tandems)

Paging CMRS Provider's Equipment Requirements (check appropriate line(s))

Trunk Pulsing

_____ Multifrequency (MF-Wink Start)
_____ Common Channel Signaling (SS7)
_____ Digits Required (4-10 digits): _____

Network Channel Interface - Digital only
(if DS3, identify both DS3 and DS1 level):

_____ DS3 _____ DS1 AMI + SF
_____ DS1 AMI + ANSI ESF
_____ DS1 AMI + non-ANSI ESF
_____ DS1 B8ZS + SF
_____ DS1 B8ZS + ANSI ESF
_____ DS1 B8ZS + non-ANSI ESF

APPENDIX B - TYPE 2 ~~PAGING~~ CMRS CONNECTION SERVICE
INITIAL POC FORECAST FORM

Usage Forecast - EAS Traffic

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Busy Season: _____			
Average Busy Hour Minutes of Use	_____	_____	_____
Average Busy Hour Number of Messages	_____	_____	_____

For Internal Use Only: Equivalent Trunks:	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
	_____	_____	_____

Usage Forecast - Toll Traffic

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Busy Season: _____			
Average Busy Hour Minutes of Use	_____	_____	_____
Average Busy Hour Number of Messages	_____	_____	_____

For Internal Use Only:

Prepared by: _____ Date: _____
 Title: _____ Telephone Number: _____

Please attach additional major network project information to this forecast, per Section 4.9.3.2 of the Agreement
--

Mail completed form to: **USWC Qwest**
 Type 2 Forecast Manager
 250 Bell Plaza, Room 311
 Salt Lake City, UT 84111

APPENDIX B - TYPE 2 **PAGING CMRS** CONNECTION SERVICE
QUARTERLY POC FORECAST FORM

-- THIS IS NOT AN ORDER FORM --
THIS IS A THREE YEAR FORECAST

DATE PREPARED: _____(update required quarterly)

Paging CMRS Provider's Point of Connection (POC) (one form required per POC)

_____ **New POC**
_____ **Existing POC**

For Internal Use Only

Paging CMRS Provider: _____ACNA: _____

POC Address: _____

City, State, Zip: _____

Switch CLLI Code (associated with NXX): _____

POC CLLI Code (if assigned) : _____

Technical Contact Name: _____

Technical Contact Phone Number: _____

Billing Contact Name: _____

Billing Contact Phone Number: _____

List ALL **PAGING CMRS** NXX's associated with this POC: (Type 2 **Paging CMRS** Service is only available to NXX's and associated POCs located within the geographical serving area of the respective **USWC Qwest** Local and LATA/Toll Tandems)

Paging CMRS Provider's Equipment Requirements (check appropriate line(s))

Trunk Pulsing

_____ Multifrequency (MF-Wink Start)
_____ Common Channel Signaling (SS7)
_____ Digits Required (4-10 digits): _____

Network Channel Interface - Digital only
(if DS3, identify both DS3 and DS1 level):

_____ DS3	_____ DS1 AMI + SF
	_____ DS1 AMI + ANSI ESF
	_____ DS1 AMI + non-ANSI ESF
	_____ DS1 B8ZS + SF
	_____ DS1 B8ZS + ANSI ESF
	_____ DS1 B8ZS + non-ANSI ESF

**APPENDIX B - TYPE 2 PAGING CMRS CONNECTION SERVICE
QUARTERLY POC FORECAST FORM**

Usage Forecast - EAS Traffic

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Busy Season: _____			
Average Busy Hour Minutes of Use	_____	_____	_____
Average Busy Hour Number of Messages	_____	_____	_____

For Internal Use Only: Equivalent Trunks:	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
	_____	_____	_____

Usage Forecast - Toll Traffic

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Busy Season: _____			
Average Busy Hour Minutes of Use	_____	_____	_____
Average Busy Hour Number of Messages	_____	_____	_____

For Internal Use Only:

Prepared by: _____ Date: _____
 Title: _____ Telephone Number: _____

Please attach additional major network project information to this forecast, per Section 5.3 of the Agreement
--

Mail completed form to: **USWC Qwest**
 Type 2 Forecast Manager
 250 Bell Plaza, Room 311
 Salt lake City, UT 84111

APPENDIX C - Single Point of Presence (SPOP) in the LATA

1.0 Definitions

- 1.1 Entrance Facility (EF)/Channel Facility. Interconnection may be accomplished through the provision of a DS1 or DS3 entrance facility at rates provided in the underlying agreement. An entrance facility extends from the Qwest Serving Wire Center to **Paging CMRS** Provider's terminal or POI. Entrance facilities may not extend beyond the area served by the Qwest Serving Wire Center. Entrance Facilities may not be used for interconnection with unbundled network elements.
- 1.2 Direct Trunked Transport (DTT)/Dedicated Transport is available between the Serving Wire Center of the POI and Qwest's tandems or end office switches. When DTT is provided to a local or access tandem for Exchange Service EAS/Local Traffic, or to an access tandem for Exchange Access (IntraLATA Toll), or Jointly Provided Switched Access traffic, the applicable DTT rate elements apply between the Serving Wire Center and the tandem. Dedicated transport will be provided at rates and on conditions provided in the Underlying Agreement, subject to the provisions of Section 2.3 below.

2.0 Terms and Conditions

- 2.1 SPOP is only provided in conjunction with Type 2 connection service.
- 2.2 By utilizing SPOP in the LATA, **Paging CMRS** Provider can receive Exchange Access (IntraLATA Toll Non-IXC) and Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic and Exchange Service EAS/Local traffic from Qwest's Access Tandem Switches. The SPOP is defined as the **Paging CMRS** Provider's physical point of presence.
- 2.3 SPOP in the LATA includes an Entrance Facility (EF) and DTT/Dedicated Transport options at both a DS1 and DS3 capacity, but not below a DS1 capacity. Entrance Facilities, DTT /Dedicated Transport used to deliver Qwest originated Intra-LATA traffic are provided to **Paging CMRS** Providers at no charge, ~~except for the portion of the facility used to carry Third Party Traffic~~. Therefore, Qwest shall determine all aspects and elements of the Paging CMRS Connection Service facilities that it provides itself, including, but not limited to, design, location, quantities, and distance, pursuant to the Delivery of Paging CMRS Traffic provisions of the Underlying Agreement.
- 2.4 Where there is a Qwest local tandem serving a rate center to which **Paging CMRS** Provider has assigned a full NXX code, local one way trunking must be requested from that Qwest local tandem by **Paging CMRS** Provider. These trunks will carry Exchange Service EAS/Local traffic only. A separate trunk group from the Qwest access tandem is required for the exchange of Exchange Access (IntraLATA Toll Non-IXC) traffic and jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic.

- 2.5 Where there is no Qwest local tandem serving a Qwest end office, Qwest will provision service by means of a one-way Type 2 trunk group from the Qwest access tandem for **Paging CMRS** Provider traffic from or through the Qwest network that combines Exchange Service EAS/Local, Exchange Access (Intra LATA Toll Non-IXC) and Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic.
- 2.6 If there is more than one Qwest access tandem within the LATA boundary, **Paging CMRS** Provider may request SPOP and Qwest will route its traffic over Type 2 trunking from each Qwest access tandem to the **Paging CMRS** Provider's terminal or POI in a way that avoids call blocking unless **Paging CMRS** Provider signs a Single Point of Presence Waiver as found in Exhibit A of this amendment 1. **Paging CMRS** Provider will request trunking from each local tandem serving the rate center it has designated for its NXX codes as listed in the LERG. When there is a DS1 of traffic (512 CCS/Centum Call Second) between a Qwest end office and a Qwest tandem, Qwest may establish a direct trunk group, except for the portion of the facilities used to carry Third Party Traffic, between the Qwest end office and **Paging CMRS** Provider's POI.
- 2.7 Where (**Paging CMRS** Provider) requests trunking for SPOP in the LATA that exceeds fifty (50) miles, Qwest reserves the right to request negotiation of a mid-build meet point.
- 2.8 ~~SPOP in the LATA cannot be used in conjunction with existing **Paging CMRS** Provider Type 2 trunking that connects to Qwest's end office switches with tandem functionality. Where such trunking exists and **Paging** Provider requests SPOP, the Parties will deactivate the original trunks.~~
- 2.9 The Type 2 SPOP facility cannot be used to access unbundled network elements.
- 2.10 SPOP in a LATA is available only where facilities are available. Qwest is not obligated to construct new facilities to provide SPOP in the LATA.
- 3.0 Ordering**
- 3.1 SPOP in the LATA may be requested based on the standard process for **Paging CMRS**. See Qwest Product Catalog for Type 2 service.

EXHIBIT A TO AMENDMENT 1

SINGLE POINT OF PRESENCE WAIVER FOR **PAGING CMRS** PROVIDERS

This Qwest SPOP Waiver only applies to **Paging CMRS** Providers that provide one-way, land-to-mobile service.

Qwest will waive the requirement for **Paging CMRS** Provider to connect to each Qwest Access Tandem in the LATA with this waiver amendment.

Paging CMRS Provider certifies that it will not establish any NXX codes in a rate center subtending the Qwest Access Tandems for which **Paging CMRS** Provider seeks a waiver.

Paging CMRS Provider will notify Qwest of the Qwest access tandems subject to this waiver at the time of requesting trunks required to implement SPOP in the LATA. **Paging CMRS** Provider will provide thirty (30) days written notice to Qwest requesting any changes in the network configuration of the aforementioned access tandems.

If **Paging CMRS** Provider does not request Qwest to provide trunking to a Qwest Access Tandem in a LATA, calls originated from an end office subtending that tandem will not be delivered to **Paging CMRS** Provider on a local basis, but calls will be delivered to **Paging CMRS** Provider on a 1+ (toll) basis.

Should misrouted traffic occur, Qwest will consider this waiver null and void and all requirements in Attachment 1 or in the Underlying Agreement currently in effect between the Parties will be reinstated.

APPENDIX D –Ordering

(Pick and Choose under Section 252(i) from Case QWE-T-01-26, Interconnection Agreement between Qwest Corporation and Bridgeband Communications, Section 7.4, approved January 29, 2002, and Case QWE-T-02-02, Statement of Generally available Terms and Conditions for Interconnection, Unbundled Network Elements, Ancillary Services, and Resale of Telecommunications Services Provided by Qwest Corporation in the State of Idaho, Second Revision, and XO Idaho, December 10, 2001, Section 7.4; and Qwest attorney Bob McKenna's letter dated June 4, 2003 to Chris Olsen, FCC Enforcement Bureau)

7.4 Ordering

7.4.1 When ordering [facilities], the ordering Party shall specify requirements on the Access Service Request (ASR). 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.

7.4.2 For each NXX code assigned to [PageData] by the NANPA, [PageData] will provide Qwest with the CLLI codes of the Qwest tandems and the [PageData] POI to which traffic associated with the NXX will be routed. For NXX codes assigned to existing LIS trunk groups, [PageData] will also provide Qwest with the Qwest assigned Two-Six Code (TGSN) to which each NXX will be routed. Information that is not currently available in the LERG may be provided via the Routing Supplemental Form-Wireline available on the Qwest web site: www.uswest.com/carrier/bulletins/process.html.

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

7.4.4 Where [PageData] has not previously established a POI and operated in a LATA, or where a new POI is being established in a given LATA, or where [PageData] is providing a new forecast or requests changes to an existing forecast, a joint planning meeting will precede initial trunking orders. 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.

7.4.5 Trunks will be ordered either to Qwest's end offices directly or to Qwest's local tandem for Exchange Service (EAS/Local) traffic. Separate trunks will be ordered to Qwest's access tandem for Exchange Access (IntraLATA toll) and Jointly Provided Switched Access traffic.

7.2.2.9.5.1 In the complete absence of a Local Tandem serving a particular end office, EAS/Local, Exchange Access (intraLATA Toll) and Jointly Provided Switched Access

traffic between the Qwest end office switch and [PageData] switch may be exchanged by the Parties through LIS trunk groups established directly between (1) [PageData] switch and Qwest end office switch or (2) [PageData] switch and Qwest access tandem.

7.4.6 Initial establishment of trunking arrangements at each location of interconnection between the Parties will be completed within twenty-two (22) business days of receipt of a valid ASR. Qwest will provide [PageData] advanced notice and reason for its inability to meet the interval as stated and provide the date on which the trunks will be provisioned. [PageData] will provide forecasts according to the forecasting guidelines found in Section [5.3] of this Agreement.

7.4.7 Subsequent trunking arrangements for interconnection between the Parties will be completed within fifteen (15) business days of receipt of a valid ASR. Qwest will provide [PageData] advanced notice and reason for its inability to meet the interval as stated and provide the date on which the trunks will be provisioned. [PageData] will provide forecasts according to the forecasting guidelines found in Section [5.3] of this Agreement.

7.4.8. In cases where blocking is occurring, trunking arrangements to relieve such blocking between the Parties shall be completed within five (5) business days of receipt of a valid ASR. Qwest will provide [PageData] advanced notice and reason for its inability to meet the interval as stated and provide the date on which the trunks will be provisioned. [PageData] will provide forecasts according to the forecasting guidelines found in Section [5.3] of this Agreement.