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IDAHO PUBLIC  
UTILITIES COMMISSION

Attorney Pro Se

**BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION**

IN THE MATTER OF PAGEDATA'S PETITION )  
FOR ARBITRATION OF INTERCONNECTION ) CASE NO. GNR-T-04-5  
RATES, TERMS AND CONDITIONS AND )  
RELATED ARRANGEMENTS WITH QWEST )  
CORPORATION PURSUANT TO SECTION 252(B) )  
OF THE FEDERAL TELECOMMUNICATIONS )  
ACT )  
----- )  
IN THE MATTER OF WAVESENT LLC'S )  
PETITION OFR ARBITRATION OF INTER- ) CASE NO. GNR-T-04-6  
CONNECTION RATES, TERMS AND CONDI- )  
TIONS AND RELATED ARRANGEMENTS WITH )  
QWEST CORPORATION PURSUANT TO )  
SECTION 252(B) OF THE FEDERAL )  
TELECOMMUNICATIONS ACT. )  
----- )

**WAVESENT AND PAGEDATA'S  
AMENDMENT TO PETITION**

1. WaveSent LLC ("WaveSent") and Joseph B. McNeal, d/b/a PageData ("PageData"), hereby submit this Amendment to Petition to the Idaho Public Utility Commission ("Commission") under Rule 66, IPUC Rules of Procedure, IDAPA 31.01.01.

2. WaveSent and PageData initiated their Petitions to the Commission because of the FCC issuance of its Notice of Apparent Liability ("NAL") in the Matter of

Qwest Corporation (“Qwest”) Apparent Liability for Forfeiture on March 12, 2004; Qwest’s failure to negotiate in good faith; Qwest’s distortion of WaveSent and PageData’s current interconnection agreements; Qwest’s denial of WaveSent and PageData’s statutory rights under Sections 251 and 252; Qwest’s obstruction of and interference with WaveSent and PageData’s businesses; disputes with Qwest over Section 2.4 of the current interconnection agreements with WaveSent and PageData, which discusses the right to terminate Internet and enhanced traffic; Qwest’s obligations to pay reciprocal compensation for terminating Qwest-originated traffic; and Qwest’s obligation to interconnect with PageData at a single point of presence (“SPOP”). Throughout the dispute Qwest has fabricated over thirty disputed items outlined by WaveSent and PageData in their Matrices of Unresolved Issues (Exhibits B to original Petitions).

3. WaveSent and PageData believe that the current interconnection agreement allows for the termination of Internet and enhanced traffic and that Qwest was aware of the types of traffic that WaveSent and PageData intended to terminate through procedures at the Commission, Idaho Supreme Court, and federal court. WaveSent and PageData acknowledge that there are no provisions in the current interconnection agreement to bill for reciprocal compensation for the termination of Internet and enhanced services traffic. WaveSent and PageData have not billed Qwest for termination of such traffic. Qwest has taken actions to penalize WaveSent and PageData for the termination of Internet and enhanced traffic, but have not provided any evidence that WaveSent and PageData have billed Qwest for such traffic.

4. WaveSent and PageData seek to amend the Petition to request that the Commission first make a ruling on the current interconnection agreement and whether WaveSent and PageData's position is correct or whether Qwest's position is correct, and then if necessary proceed with the 252(i) and 252(b) requests. This ruling will allow the parties and the Commission to utilize their time and resources efficiently and allow the Commission to even the playing field more quickly.

5. WaveSent and PageData seek arbitration under Sections 252(i) and 252(b) if the Commission determines that WaveSent and PageData's interpretation of Section 2.4 of the interconnection agreements is in error and accepts Qwest's interpretation of Section 2.4.

6. The root of the entire dispute between PageData, WaveSent and Qwest is in several parts:

- (a) Qwest's interpretation of Section 2.4 of the interconnection agreement is that Qwest can restrict WaveSent and PageData from terminating Internet and enhanced services traffic. (See Exhibit A, Comparison of Section 2.4 in Various Qwest Interconnection Agreements)
- (b) Because WaveSent and PageData have terminated Internet traffic Qwest believes it can withhold the flat rate 6000 MOU per trunk reciprocal compensation from WaveSent and PageData for terminating Internet traffic.
- (c) Qwest is now complaining that it is paying WaveSent and PageData too much reciprocal compensation, even though Qwest has not

actually paid one dime of reciprocal compensation since signing the interconnection agreements.

(d) Qwest, by letter dated March 5, 2004, from Barbara Newman (Senior Access Manager), disputed WaveSent and PageData's reciprocal compensation invoices. PageData had been submitting flat rate invoices for reciprocal compensation for 11 months and WaveSent for approximately 2 months. (See Exhibit B, Sample Reciprocal Compensation Invoices and Format Approval by Qwest for Payment.) Qwest stated they were not going to pay the flat rate reciprocal compensation because of the termination of Internet traffic. It would be interesting to see how Qwest would react if one of its residential customers said that they were not going to pay their flat rate monthly phone bill because they were in Arizona for the winter and did not use their telephone. Qwest's stance against WaveSent and PageData is similar to this example.

(e) WaveSent and PageData asked Qwest to point out in the agreement where it says that WaveSent and PageData were prohibited from terminating Internet traffic. Qwest failed to respond with this information despite many requests. WaveSent and PageData pointed out a letter dated June 4, 2003, from Bob McKenna, (See Exhibit C) which clarified WaveSent and PageData's position to terminate Internet traffic as long as WaveSent and PageData did not bill Qwest for terminating such traffic. Trying to split hairs and using

prestidigitation, Qwest attorneys then hinged not paying reciprocal compensation on the termination of enhanced traffic from continuous paging. Then WaveSent and PageData, by letters dated March 25, 2004, notified Qwest that WaveSent and PageData had not terminated enhanced traffic and Qwest was stuck. During this time, Qwest decided not to install PageData's long sought after (over 6 years) SPOP and broke a firm order commitment date of March 15, 2004, (See Exhibit D) simultaneously interfering with PageData's purchase of telecommunications companies.

- (f) By putting Firm Order Commitments for PageData's 12 T1s on indefinite legal hold, Qwest has violated Section 2.6.2 of the current interconnection agreement, Section 251(c)(2)(b), (c) and (d), 251(c)(3), and a written commitment dated June 4, 2003, from Qwest attorney, Bob McKenna, to install PageData's SPOP facilities. Included in that letter from Mr. McKenna was a commitment from Qwest that WaveSent and PageData could terminate Internet traffic as long as they did not charge Qwest reciprocal compensation for terminating such traffic. It is WaveSent and PageData's understanding that Mr. McKenna's letter was just reiterating Section 2.4 of the current interconnection agreement.
- (g) It is WaveSent and PageData's belief that under Section 2.6.2 of the current interconnection agreement and Sections 251(a), 251(c)(2), and 251(c)(3) that if Qwest delivers Internet and enhanced services traffic

to any carrier that can terminate paging traffic, Qwest has to deliver Internet and enhanced services traffic to WaveSent and PageData.

U S WEST shall provide interconnection and interconnection facilities for Paging Connection Service that are equal in quality to what U S WEST provides itself, its affiliates, or other carriers. *(Section 2.6.2 of the current interconnection agreement)*

Note, the Verizon Wireless agreement includes provisions for terminating paging traffic as evidenced by the following excerpt from the rates section, Appendix A:

Description	USOC	Non Recurring	Recurring
<u>2 wire Analog (trunk side termination)</u>			
2A-1 way in (Paging)	P231X	263.81	38.68
<u>4 wire Analog (trunk side termination)</u>			
2A-1 way in (Paging)	P431X	263.81	73.26
<u>4 wire Digital (trunk side termination)</u>			
2A-1way in (paging)	P4Y1X	78.92	N/A

47 C.F.R. Section 51.809(a) says:

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.** *(Emphasis added)*

(h) Qwest is claiming that WaveSent and PageData have ordered too many facilities for their SPOP just to collect the flat rate 6000 MOU per trunk reciprocal compensation, despite numerous joint-planning

sessions to determine the SPOP network design with Qwest. The Commission staff mediated these joint-planning meetings. Meeting minutes and action lists are available for the Commission's review. It was decided in the meetings that WaveSent would order its facilities first, beginning with the Boise SPOP. Then Qwest would install PageData's facilities. WaveSent has included a diagram (See Exhibit E) provided to Qwest during the mediated joint-planning meetings, showing a three-LATA network using Internet and continuous paging in the proprietary data cloud. The configuration of the Boise, Idaho SPOP, including the number and locations of T1s required, was discussed throughout the joint-planning meetings. WaveSent has also attached (See Exhibit E) the initial diagrams of the Boise, Idaho SPOP prepared by Qwest personnel for the joint-planning meetings. The diagrams show that WaveSent and Qwest initially agreed on 10 T1s. During the joint-planning meetings it was discussed that facilities under the two different interconnection agreements adopted by WaveSent (Arch & Verizon) could not be combined on one DS3 as proposed by WaveSent. The SPOP amendment and the meeting minutes will show that Qwest required separate trunk groups for each local tandem in the SPOP. The network design is covered by Section 2.6.2 and the SPOP amendment of the current interconnection agreement. For example, a DS1 level is the minimum connection that Qwest would provide Verizon under its agreement.

Trunk group connections will be made at a DS1 or multiple DS1 level for exchange of EAS/local, intraLATA toll, wireless/Commercial Mobile Radio Service, and switched access traffic. Ancillary service trunk groups will be made below a DS1 level, as negotiated. *(Section G.4, Verizon Wireless interconnection agreement)*

Qwest is required to interconnect with WaveSent and PageData in the same manner under 251(a), 251(c)(2), 251(c)(3) and Section 2.6.2 of the current interconnection agreement.

U S WEST shall provide interconnection and interconnection facilities for Paging Connection Service that are equal in quality to what U S WEST provides itself, its affiliates, or other carriers. *(Section 2.6.2 of the current interconnection agreement)*

A similar design for WaveSent and PageData was agreed to in the joint planning sessions with Qwest before Qwest accepted any ASR orders for processing from WaveSent and PageData.

7. WaveSent and PageData have made it quite clear to Qwest and the Commission of their desire to terminate Internet and enhanced services, which are legal activities under the Act and their current interconnection agreements as part of their telecommunications service offerings. It has been Qwest's goal to delay, hinder, and obstruct WaveSent and PageData from terminating such traffic.

8. WaveSent and PageData believe they are in compliance with their current interconnection agreements because there is nothing in the interconnection agreements that restrict WaveSent and PageData from terminating Internet or enhanced services traffic. Before the Commission, WaveSent, PageData, and Qwest get into a long drawn-

out 252(i) or 252(b) negotiation, WaveSent and PageData believe the Commission needs to rule whether or not WaveSent and PageData's interpretation of the current interconnection agreements is correct and whether or not WaveSent and PageData are in compliance with their current interconnection agreements. This decision would save a considerable amount of time and resources and is the most economical way to proceed.

9. If WaveSent and PageData's interpretation of the current interconnection agreement is correct there would be no need for the Commission to make a ruling about WaveSent and PageData's continuous paging because the flat rate 6000 MOU per trunk would protect Qwest from the massive amounts of MOUs continuous paging would use and WaveSent and PageData would be able to terminate any lawful telecommunications traffic on their switches as intended by Congress when it passed the Act.

10. WaveSent and PageData would not require changes to the interconnection agreements under 252(i) or new interconnection agreements under 252(b) if the Commission makes a ruling that WaveSent and PageData's position on the current interconnection agreement is correct. If WaveSent and PageData's interpretation is correct, then the Commission should order Qwest to install PageData's long sought after (over six years) SPOP, order Qwest to stop trying to restrict the types of traffic that WaveSent and PageData terminate, and order Qwest to pay WaveSent and PageData the flat rate 6000 MOU per trunk reciprocal compensation per the current interconnection agreement.

11. If the Commission makes a ruling in Qwest's favor that the current interconnection agreements do not allow WaveSent and PageData to terminate Internet and enhanced services traffic, then WaveSent and PageData seek to exercise their

statutory rights and instantly adopt the Verizon ISP-Bound Traffic amendment, the dispute resolution clause, and the ASR ordering process clause under Section 252(i) into the current interconnection agreement. WaveSent, PageData, and Qwest have come to terms on the ASR order process language and the dispute resolution clause. There were no significant changes to these two sections in Qwest's proposed 252(b) interconnection agreement. The Commission's Order No. 29140<sup>1</sup> stated that PageData could adopt terms and conditions from the Verizon agreement under 252(i). WaveSent and PageData seek a determination by the Commission that the flat rate of 6000 MOU per trunk reciprocal compensation for paging traffic remain in the interconnection agreement and be incorporated into Sections 2.2.1 and 3 of the ISP-Bound Traffic amendment to avoid any future disputes. Qwest has set the standard of a flat rate 6000 MOU per trunk for paging traffic throughout its 14-state territory. This flat rate MOU is a protection for Qwest if the Commission rules that WaveSent and PageData's continuous paging technology is local paging traffic.

12. It is WaveSent and PageData's belief that if the Commission does not accept WaveSent and PageData's position on the current interconnection agreement and 252(i) negotiations were pursued Qwest would continue to obstruct WaveSent and PageData's adoption of favorable terms and conditions under 252(i). Then the disputes listed in the Matrices of Unresolved Issues (Exhibits B of the original Petitions) would remain under 252(i) and need to be arbitrated by the Commission with the exception of items numbered 1, 3, 4, 13, 20, 21, 22, and 23 from WaveSent's Matrix and items

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<sup>1</sup> Idaho Commission Order No. 29140, *In the Matter of the Joint Petition of Robert Ryder, dba Radio Paging Service, Joseph McNeal, dba PageData and InterPage of Idaho, for a Declaratory Order and Recovery of Overcharges from US WEST Communications, Inc.*, Case No. USW-T-99-24, page 21

numbered 1, 2, 4, 5, 14, 22, 23, and 24 from PageData's Matrix. These items would remain under 252(b) negotiations, if necessary.

13. Qwest's goal is to keep these proceedings as confusing as possible and make it resource intensive. In order to save time and resources, WaveSent and PageData have attached a proposed interconnection agreement incorporating the adoption of the 252(i) terms and conditions into the current interconnection agreement in a format where the Commission could approve the language immediately. (See Exhibit F)

14. John Souba (Qwest Regulatory) stated in his memo dated April 9, 2004, to Wayne Hart (Commission Telecom Staff) that Qwest has five service orders from PageData for its SPOP on hold simply because Qwest does not want to pay PageData reciprocal compensation. Based on a traffic study that Qwest did on WaveSent's (a separate legal entity from PageData) trunks showing a usage of 4.17%, Qwest has determined that it can restrict PageData to two Type 1 T1s and confine PageData to the Boise EAS and not allow it to provide services to Rexburg, Idaho Falls, Pocatello, Ketchum, Burley, and Twin Falls. How is PageData supposed to terminate Qwest originated local Type 2 traffic from Rexburg, Idaho Falls, Pocatello, Burley, Ketchum, and Twin Falls at PageData's Boise POC when Qwest refuses to turn up the 12 T1s on the DS3 necessary to establish PageData's SPOP in Boise per the Commission staff mediated joint-planning meetings held last summer over a two month period with many Qwest personnel? There is nothing in the current interconnection agreement or under the rule of law of the Act that alleviates Qwest from its primary fiduciary duty in Sections 251(a), 251(c)(2), and 251(c)(3) to interconnect at a single point of presence.

15. Qwest is complaining about a low usage of the new facilities by WaveSent. However, Qwest has been attempting to interfere with the types of traffic that WaveSent can terminate, such as continuous paging, Internet and enhanced services traffic. Qwest has been threatening to change and/or shut off WaveSent's facilities. Because of this, WaveSent has not been able to commit to large critical accounts such as hospitals, fire management, military, technical support organizations, etc. WaveSent has also had to postpone acquisition proceedings for purchasing other telecommunications companies.

16. Qwest has interfered with both WaveSent and PageData's businesses and has put in jeopardy several WaveSent and PageData acquisitions to buy other telecommunications companies. Qwest is well aware that it is difficult, if not impossible, to commit to purchases of other telecommunications companies if the buyer's telecommunications resources are in constant threat of being shut off, changed, or not installed at all. This has been a continuing problem for PageData over the six years that PageData has sought a SPOP from Qwest. Qwest has continually invented endless obstructions and never ceasing arguments to prevent PageData from fully entering the marketplace. Had Qwest not interfered with PageData and WaveSent's acquisitions of these various companies, traffic studies would have been substantially different.

**LIST OF ATTACHED EXHIBITS FILED UNDER SEAL**

Exhibit B. Sample Reciprocal Compensation Invoices and Format Approval by Qwest for Payment

Exhibit D. Qwest Firm Order Commitment Letters for PageData's SPOP

Exhibit E. Network Diagrams

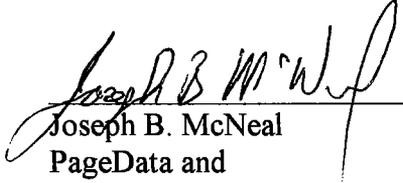
## **REQUESTED RELIEF**

17. In conclusion, it is Qwest's goal to delay, hinder, and obstruct WaveSent and PageData from terminating all lawful telecommunications traffic, receiving reciprocal compensation due and owing under the flat rate billing in the current interconnection agreement, and to delay the installation of PageData's SPOP. The Commission needs to rule:

- That Qwest has interfered with WaveSent and PageData's businesses
  - That Qwest has willfully discriminated against WaveSent and PageData with malice
  - Whether WaveSent and PageData's interpretation of the current interconnection agreements is correct and order Qwest to:
    - a. Immediately install PageData's SPOP as mediated by the Commission,
    - b. Pay WaveSent and PageData's due and owing flat rate reciprocal compensation,
    - c. Stop restricting the types of traffic WaveSent and PageData terminate
- or
- Whether Qwest's interpretation of the current interconnection agreements is correct, which necessitates WaveSent and PageData's taking advantage of the Commission's Order No. 29140 allowing for the adoption of the terms and conditions from the Verizon agreement under 252(i). WaveSent and PageData seek the Commission to adopt the proposed interconnection agreement (provided as Exhibit F) that incorporates the 252(i) adoptions, without changes. WaveSent and PageData would seek an instant and retroactive

adoption of the Verizon ISP-Bound traffic amendment per attachment A of the amendment; as well as including the Commission ruling on incorporating the flat rate 6000 MOU of local paging traffic into Sections 2.2.1 and 3 of the amendment; dispute resolution clause, and ASR ordering process terms and conditions under 252(i), the Commission ruling on whether continuous paging is local paging, and possible 252(b) negotiations.

Respectfully submitted,



Joseph B. McNeal

PageData and

WaveSent

6610 Overland Rd.

Boise, ID 83709

(208) 373-7158

(208) 373-7159 Fax

**CERTIFICATE OF SERVICE**

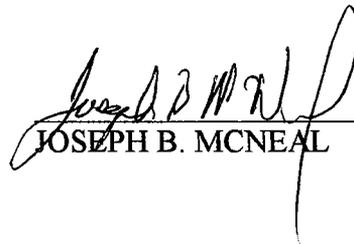
I HEREBY CERTIFY that on the 12<sup>th</sup> day of April, 2004, I caused to be served a true and correct copy of the foregoing by the method indicated below, and address to the following:

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  
Batt & Fisher, LLP  
US Bank Plaza, 5<sup>th</sup> 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**  
**COMPARISON OF SECTION 2.4**  
**IN VARIOUS QWEST INTERCONNECTION AGREEMENTS**

**COMPARISON OF SECTION 2.4  
IN VARIOUS QWEST INTERCONNECTION AGREEMENTS**

**Idaho – Arch (6-14-2000) (Language under Current ICA - WaveSent and PageData)**

- 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.
- 

**Qwest Proposed Language from Paging Template Type 1 & 2, (3-24-04)**

- 2.4 Qwest will not permit its own End Users to use Type 1 Paging Connection Service to deliver traffic to [Paging Provider]'s Enhanced Services operations, if any, where such Enhanced Services operations constitute [Paging Provider]'s primary business. [Paging Provider] shall not assign numbers associated with Type 1 or Type 2 Paging Connection Service to its Enhanced Services operation that constitute a primary business.
- 

**Idaho - Progressive Paging –**

- 2.4 USWC will not permit its own End Users to use Type 1 Paging Connection Service to deliver traffic to Paging Provider's Enhanced Services operations, if any, where such Enhanced Services operations constitute Paging Provider's primary business. Paging Provider shall not assign numbers associated with Type 1 or Type 2 Paging Connection Service to its Enhanced Services operation that constitute a primary business.
- 

**Colorado – AirTouch Paging (1-11-2000)**

- 2.4 This Agreement recognizes the unique status of traffic delivered to enhanced service providers. Paging Provider will utilize separate trunk groups, ordered through USWC's Basic Exchange Tariff, for provisioning enhanced services if such service is not incidental to the Paging Service and Narrowband PCS service which are Paging Providers' primary business.

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Colorado – Arch (6-16-2000)

- 2.4. This Agreement recognizes the unique status of traffic delivered to enhanced service providers. Paging Provider will utilize separate trunk groups, ordered through USWC's Basic Exchange Tariff, for provisioning enhanced services if such service is not incidental to the Paging Service and Narrowband PCS service which are Paging Providers' primary business.
- 

Montana – Arch (6-14-2000)

- 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.
- 

Washington - Arch (June 13, 2000)

- 2.4. This Agreement recognizes the unique status of traffic delivered to enhanced service providers. Paging Provider will utilize separate trunk groups, ordered through USWC's Basic Exchange Tariff, for provisioning enhanced services if such service is not incidental to the Paging Service and Narrowband PCS service which are Paging Providers' primary business.
- 

Utah – AirTouch Paging (Oct. 18, 1999) (and Arch adopted it)

- 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.
-

## Merriam-Webster Dictionary

### in·ci·den·tal

Pronunciation: "in(t)-s&- 'den-t'1

Function: *adjective*

**1** : being likely to ensue as a chance or minor consequence <social obligations *incidental* to the job>

**2** : occurring merely by chance or without intention or calculation

## Merriam-Webster Thesaurus:

Entry Word: **incidental**

Function: *adjective*

Text: **Synonyms** ACCIDENTAL, casual, chance, contingent, fluky, fortuitous, odd

**Antonyms** essential

## Merriam-Webster Dictionary

Main Entry: <sup>1</sup>**con·tin·gent**

Pronunciation: k&n- 'tin-j&nt

Function: *adjective*

Etymology: Middle English, from Middle French, from Latin *contingent-*, *contingens*, present participle of *contingere* to have contact with, befall, from *com-* + *tangere* to touch -- more at TANGENT

**1** : likely but not certain to happen : **POSSIBLE**

**2** : not logically necessary; *especially* : **EMPIRICAL**

**3 a** : happening by chance or unforeseen causes **b** : subject to chance or unseen effects : **UNPREDICTABLE** **c** : intended for use in circumstances not completely foreseen

**4** : dependent on or conditioned by something else

**5** : not necessitated : determined by free choice

**synonym** see ACCIDENTAL

- **con·tin·gent·ly** *adverb*

## Merriam-Webster Dictionary

Main Entry: **not**

Pronunciation: 'nät

Function: *adverb*

Etymology: Middle English, alteration of *nought*, from *nought*, pron. -- more at NAUGHT

**1** -- used as a function word to make negative a group of words or a word

**2** -- used as a function word to stand for the negative of a preceding group of words <is sometimes hard to see and sometimes *not*>

**EXHIBIT C**

**SPOP COMMITMENT LETTER**

**TERMINATION OF INTERNET AND ENHANCED SERVICES**

-----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 F**  
**PROPOSED INTERCONNECTION AGREEMENT**  
**INCORPORATING 252(i) ADDITIONS**

*(With 252(i) Adoptions  
And  
ISP-Bound Traffic Amendment)*

CMRS PAGING CONNECTION

AGREEMENT

BETWEEN

~~U S WEST COMMUNICATIONS, INC.~~

QWEST CORPORATION

AND

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

WAVESENT LLC

Idaho

~~CDS-000614-0079~~

Changes Key:

**Bold Text - Red** – WaveSent Proposed Language  
~~**Bold Strike Through Text**~~ – Original Qwest Language  
**Bold Text – Blue** – Qwest Proposed Language

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## CMRS PAGING-INTERCONNECTION AGREEMENT

This **CMRS Paging**-Interconnection Agreement ("Agreement"), is between **WaveSent LLC, a Nevada LLC ("WaveSent" 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.
- 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. 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. 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 is 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 Qwest~~ to **Paging CMRS** 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.]
- 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://tariffs.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~~ (800) 412-4100**

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 1.
- 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 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~~ **June 15, 2008**.

### 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. 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 161<sup>st</sup> 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.

## 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. WaveSent LLC” 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. WaveSent 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 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 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 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**

**WaveSent LLC**

**U S WEST Communications, Inc.**

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

**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  
WaveSent LLC~~

~~\* 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.~~

~~(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**

<b>DESCRIPTION</b>	<b>USOC</b>	<b>NON-RECURRING</b>	<b>RECURRING</b>
<b>NETWORK ACCESS CHANNEL – NAC</b>			
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
<b>DIGITAL FACILITY</b>			
DS1 Level	MF31X	\$485.34	\$93.05
<b>CONNECTIVITY</b>			
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
<b>DIAL OUTPULSING</b>			
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
<b>MULTIPLEXING</b>			
DS1 to DS0	MXG1X	\$291.36	\$199.75
<b>CHANNEL PERFORMANCE</b>			
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**

<b>DESCRIPTION</b>	<b>USOC</b>	<b>NON-RECURRING</b>	<b>RECURRING</b>
<b>DEDICATED TRANSPORT</b>			
<b>Analog/DS0</b>			
<b>Over 0 to 8 Miles</b>			
Fixed:	XUWH1	\$28.29	\$18.83
Per Mile	JZ3HA	N/A	\$0.09
<b>Over 8 to 25 Miles</b>			
Fixed:	XUWH2	\$28.29	\$18.85
Per Mile	JZ3HB	N/A	\$0.12
<b>Over 25 to 50 Miles</b>			
Fixed	XUWH3	\$28.29	\$18.83
Per Mile	JZ3HC	N/A	\$0.13
<b>Over 50 Miles</b>			
Fixed	XUWH4	\$28.29	\$18.83
Per Mile	JZ3HD	N/A	\$0.11
<b>DS1 Level</b>			
<b>Over 0 to 8 Miles</b>			
Fixed	XUWJ1	\$216.03	\$37.35
Per Mile	JZ3JA	N/A	\$1.28
<b>Over 8 to 25 Miles</b>			
Fixed	XUWJ2	\$216.03	\$37.35
Per Mile	JZ3JB	N/A	\$1.90
<b>Over 25 to 50 Miles</b>			
Fixed	XUWJ3	\$216.03	\$37.35
Per Mile	JZ3JC	N/A	\$2.04
<b>Over 50 Miles</b>			
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
<b>CHANNEL</b>			
(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>			
<b>TYPE 2A</b>			
2A-1 way in (Paging)			
-Initial	P4Y1X	\$78.92	N/A
-Subsequent	P4Y1X	\$78.92	N/A
<b>Channel Facility-DS1 Level</b>	MF31X	\$485.34	\$93.05
<b>Channel Facility-DS3 Level</b>	MF33X	\$532.62	\$368.96

PAGE 2 – IDAHO TYPE 2 TELRIC RATES

DESCRIPTION	USOC	NON-RECURRING	RECURRING
<b>DEDICATED TRANSPORT</b>			
<b>Analog/DS0</b>			
<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
<b>DS1 Level</b>			
<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**

<b>DESCRIPTION</b>	<b>USOC</b>	<b>NON-RECURRING</b>	<b>RECURRING</b>
<b>DS3 Level</b>			
<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
<b>CHANNEL PERFORMANCE</b>	PM2JG	N/A	\$4.12
Loop with Reverse Battery			
Applies only when there is Dedicated			
Transport on Analog 2-Wire NAC			
<b>MULTIPLEXING</b>			
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**

<b>For Internal Use Only</b>
------------------------------

**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

<b>For Internal Use Only</b>
------------------------------

**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 _____	_____	_____	_____

<b>For Internal Use Only:</b>
-------------------------------

Prepared by: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

<b>Please attach additional major network project information to this forecast, per Section 4.9.3.2 of this Agreement</b>
---

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**

**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 _____	_____	_____	_____

<b>For Internal Use Only:</b>			
<b>Equivalent Trunks:</b>	<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 _____	_____	_____	_____

<b>For Internal Use Only:</b>

Prepared by: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

<p><b>Please attach additional major network project information to this forecast, per Section 4.9.3.2 of the Agreement</b></p>
---

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 _____			

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

**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 _____			

<b>For Internal Use Only:</b>

Prepared by: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

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

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 APPENDIX C**  
**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 [WaveSent] by the NANPA, [WaveSent] will provide Qwest with the CLLI codes of the Qwest tandems and the [WaveSent] POI to which traffic associated with the NXX will be routed. For NXX codes assigned to existing LIS trunk groups, [WaveSent] 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](http://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 [WaveSent] 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 [WaveSent] 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 [WaveSent] switch may be exchanged by the Parties through LIS trunk groups established directly between (1) [WaveSent] switch and Qwest end office switch or (2) [WaveSent] 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 [WaveSent] advanced notice and reason for its inability to meet the interval as stated and provide the date on which the trunks will be provisioned. [WaveSent] 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 [WaveSent] advanced notice and reason for its inability to meet the interval as stated and provide the date on which the trunks will be provisioned. [WaveSent] 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 [WaveSent] advanced notice and reason for its inability to meet the interval as stated and provide the date on which the trunks will be provisioned. [WaveSent] will provide forecasts according to the forecasting guidelines found in Section [5.3] of this Agreement.

**Amendment  
To Type 1 and Type 2 Wireless Interconnection Agreement between  
Qwest Corporation and  
Cellco Partnership d/b/a Verizon Wireless  
WaveSent LLC  
For the State of Idaho**

This is an Amendment "Amendment" to the Type 1 and Type 2 Wireless Paging Interconnection Agreement dated April 14, 1997 between Qwest Corporation ("Qwest"), formerly known as U S WEST Communications, Inc., a Colorado corporation, and WaveSent LLC Cellco Partnership, db/a/ Verizon Wireless ("VZW"), as successor-in-interest to U S WEST NewVector Group, Inc., Boise City MSA Limited Partnership, Idaho RSA No. 1 Limited Partnership, Idaho RSA No. 2 Limited Partnership and Idaho RSA No. 3 Limited Partnership d/b/a AirTouch Cellular, with respect to and on behalf of the FCC CMRS licensee(s)<sup>1</sup> and markets listed in Attachment A ("WaveSent" collectively, "Cellco"). VZW WaveSent and Qwest shall be known jointly as "Parties."

**RECITALS**

WHEREAS, VZW WaveSent and Qwest entered into the aforementioned Interconnection Agreement ("Agreement") which was approved by the appropriate state Commission ("Commission"); and

WHEREAS, the FCC issued an Order on Remand and Report and Order in CC Docket Nos. 96-98 and 99-68 regarding intercarrier compensation for Internet service provider ("ISP")-bound traffic (the "Order"); and

WHEREAS, the Parties wish to amend the Agreement to implement the requirements of aforementioned Order under the terms and conditions contained herein.

**AGREEMENT**

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to amend the Agreement as follows:

**1. Definitions**

For purposes of the Agreement and this Amendment, the following definitions shall apply:

- 1.1 "Bill and Keep" is an arrangement where neither Qwest nor VZW WaveSent charges the other for terminating traffic that originated on the other Party's network. Instead, each carrier recovers from its own end users the cost of both originating traffic that it delivers to the other carrier's network and terminating traffic that it receives from the other carrier's network. Bill and Keep does not include intercarrier charges for the transport of Transit Traffic between the Qwest and VZW WaveSent networks.

---

<sup>1</sup> The MTA paging licenses includes Utah, Wyoming, Idaho, Oregon, and Montana

1.2 "ISP-bound traffic" means the offering of information access pursuant to 47 U.S.C. § 251(g) and the Order with respect to information services as defined in 47 U.S.C § 153(20), and includes telecommunications traffic delivered to an ISP.

## 2. ISP-bound Traffic

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

2.2 To the extent a Party exchanges ISP-bound traffic with the other Party, the compensation for Interconnection configurations between Qwest and VZW WaveSent for the exchange of ISP-bound traffic pursuant to the Agreement is as follows:

2.2.1 Identification of ISP-bound traffic – Traffic delivered by Qwest to VZW WaveSent under this Agreement that exceeds a 3:1 ratio of terminating (Qwest to VZW WaveSent) will be presumed to be ISP-bound traffic. Either Party may rebut this presumption by demonstrating to the state Commission that traffic above or below the 3:1 ratio is in fact Local Traffic delivered to non-ISP customers. Traffic exchanged that is determined by the state Commission not to be ISP-bound traffic will otherwise be considered to be Local Traffic subject to reciprocal compensation under 47 U.S.C. § 251(b)(5). For the purpose of this Agreement, It is presumed that a flat 6000 MOU per trunk per month is deemed as local paging traffic.

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

2.2.2 Growth Ceilings for ISP-bound Traffic – Intercarrier compensation for ISP-bound traffic originated by Qwest end users and terminated by VZW WaveSent will be subject to growth ceilings in accordance with the Order. ISP-bound traffic minutes of use ("MOU") exceeding the growth ceiling will be subject to Bill and Keep in accordance with the Order.

2.2.2.1 For the year 2001, VZW WaveSent may receive compensation, pursuant to the Agreement, for ISP-bound traffic minutes up to a ceiling equal to, on annualized basis, the number of ISP-bound traffic minutes for which VZW WaveSent was entitled to compensation under the Agreement during the first quarter of 2001, plus a ten percent (10%) growth factor.

2.2.2.2 For 2002, VZW WaveSent may receive compensation, pursuant to the Agreement, for ISP-bound traffic minutes up to a ceiling equal to the minutes for which it was entitled to compensation under the Agreement in 2001, plus another ten percent (10%) growth factor.

2.2.2.3 In 2003, VZW WaveSent may receive compensation, pursuant to the Agreement, for ISP-bound traffic minutes up to a ceiling equal to the 2002 ceiling applicable to the Agreement.

2.2.3 Rates – Intercarrier compensation for the transport and termination of ISP-bound traffic exchanged between Qwest and VZW WaveSent will be billed in accordance with the Agreement at the following rate:

2.2.3.1 \$ 0.0015 per MOU for six (6) months from June 14, 2001 through December 13, 2001.

2.2.3.2 \$ 0.0010 per MOU for eighteen (18) months from December 14, 2001 through June 13, 2003.

2.2.3.3 \$ 0.0007 per MOU from June 14, 2003 until June 13, 2004 or until further FCC action on intercarrier compensation, whichever is later.

~~2.2.4 Compensation for ISP-bound traffic in Interconnection configurations between Qwest and VZW WaveSent not exchanging traffic pursuant to the Agreement prior to adoption of the Order on April 18, 2001 will be on a Bill and Keep basis until further FCC action on intercarrier compensation. This includes VZW WaveSent's entry into a new market and VZW WaveSent's expansion into a market it previously had not served.~~

### **3 Reciprocal Compensation for EAS/Local Traffic**

~~Notwithstanding any provision of the Agreement to the contrary, the Parties agree to exchange all EAS/Local Traffic otherwise subject to reciprocal compensation under 47 U.S.C. § 251(b)(5) and the FCC's regulations at the rates set forth in Section 2.2.3 above, pursuant to the Order. The rate shall apply to all EAS/Local Traffic in lieu of End Office call termination, Tandem Switching and Tandem Switched Transport rate elements otherwise set forth in the Agreement. In the event the state Commission has issued a statewide order requiring Qwest to exchange ISP-bound traffic prior to June 14, 2001, at rates below the rates set forth in Section 2.2.3 above, or otherwise required Bill and Keep, then the rates set forth in Section 2.2.3 shall be superceded in favor of the lower rates or Bill and Keep as required by the Commission. In the event the state Commission orders, or has ordered, statewide reciprocal compensation rates for voice traffic applicable to Qwest that are lower than the rates set forth in Section 2.2.3 above, or otherwise requires statewide Bill and Keep, then the rates set forth in Section 2.2.3 shall be superceded in favor of the lower Commission-ordered rates or Bill and Keep. It is the intent of the Parties that the applicable rate for the exchange of EAS/Local Traffic~~

~~under the Agreement shall be consistent with the requirements of the Order.~~

A. Flat Rate per Trunk: Pursuant to Section 6, USWG Qwest will compensate Paging CMRS Provider on a monthly basis at a flat rate per trunk for delivery of USWG 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. The Compensable Traffic percentage shall be calculated as follows: Compensable Traffic percentage equals one minus Third Party Traffic percentage.

#### **4 Effective Date**

In accordance with the Agreement, this Amendment shall be deemed effective upon approval by the Commission; however, the Parties agree to implement the provision of this Amendment as of June 14, 2001\_\_\_\_\_.

#### **5 Further amendments**

All capitalized terms in this Amendment shall be as defined in the Agreement. Except as modified herein, the provisions of the Agreement shall remain in full force and effect. Neither the Agreement nor this Amendment may be further amended or altered except by a written instrument executed by an authorized representative of both parties. This Amendment shall constitute the entire agreement and understanding between the Parties concerning the subject matter hereof, and supercedes all previous agreements and amendments entered into between the Parties with respect to the subject matter of this Agreement.

#### **6 Notice and Contact Person**

6.1 Notices under this Agreement shall be in writing and addressed as follows:

WaveSent LLC  
Telecom Admin  
6610 Overland Rd.  
Boise, ID 83709

Qwest Corporation  
Director Interconnection Compliance  
1801 California Street, Room 2410  
Denver, CO 80202

With a copy to:  
Qwest Corporation  
Attention: General Counsel, Interconnection  
1801 California Street, 51<sup>st</sup> Floor  
Denver, CO 80202

Either party may change its contact and/or addresses, but only by providing written notice as required above.

6.2 The Parties may identify other persons to serve as points of contact for particular subject areas to facilities and advance the intent of this Agreement, but notices relating to or required by the Agreement itself must also be given as provided in Section 6.1 above.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

WaveSent LLC

Qwest Corporation

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name Printed/Typed

\_\_\_\_\_  
Name Printed/Typed

\_\_\_\_\_  
Title

\_\_\_\_\_  
Director – Interconnect  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTACHMENT A**

The following CMRS licensee(s) and associated market area(s) is/are subject to the instant amendment, and, to the extent necessary, is/are made party(ies) to the underlying interconnection agreement.

LICENSEE SERVICE	MARKET NAME	ST	CALL SIGN
---------------------	-------------	----	-----------

JOSEPH MCNEAL  
PAGEDATA AND  
WAVESENT LLC  
6610 Overland Rd.  
Boise, ID 83715  
(208) 373-7158

Attorney Pro Se

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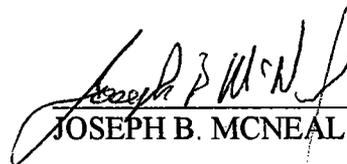
**BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION**

IN THE MATTER OF PAGEDATA'S PETITION )  
FOR ARBITRATION OF INTERCONNECTION ) CASE NO. GNR-T-04-5  
RATES, TERMS AND CONDITIONS AND )  
RELATED ARRANGEMENTS WITH QWEST )  
CORPORATION PURSUANT TO SECTION 252(B) )  
OF THE FEDERAL TELECOMMUNICATIONS )  
ACT )  
----- )  
IN THE MATTER OF WAVESENT LLC'S )  
PETITION OFR ARBITRATION OF INTER- ) CASE NO. GNR-T-04-6  
CONNECTION RATES, TERMS AND CONDI- )  
TIONS AND RELATED ARRANGEMENTS WITH )  
QWEST CORPORATION PURSUANT TO ) EXHIBITS B, D, & E  
SECTION 252(B) OF THE FEDERAL ) AMENDED PETITION  
TELECOMMUNICATIONS ACT. )  
----- )

**FILED UNDER SEAL**

The enclosed Exhibits B, D, and E to the Amended Petition contain confidential and proprietary information and the same are being filed under seal.

DATE this 12<sup>th</sup> day of April, 2004.

  
\_\_\_\_\_  
JOSEPH B. MCNEAL