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IDAHO PUBLIC
UTILITIES COMMISSION

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November ¹¹~~9~~, 2005

MARY S. HOBSON
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VIA HAND DELIVERY

Jean Jewell, Secretary
Idaho Public Utilities Commission
472 West Washington Street
P.O. Box 83720
Boise, Idaho 83720-0074

Re: **Case No. QWE-T-05-21**
APPLICATION FOR APPROVAL OF INTERCONNECTION AGREEMENT
Project Mutual Telephone Cooperative Association Inc.

Dear Ms. Jewell:

Enclosed for filing with this Commission on behalf of Qwest Corporation is an original and three (3) copies of the **Application for Approval of Interconnection Agreement**. This is a negotiations template and will not correspond with the SGAT documents on the IPUC website. Qwest respectfully requests that this matter be placed on the Commission Decision Meeting Agenda for expedited approval.

Please contact me if you have any questions concerning the enclosed. Thank you for your assistance in this matter.

Very truly yours,

A handwritten signature in cursive script that reads "Mary S. Hobson".
Mary S. Hobson

:blm
Enclosure
cc: Service List

Mary S. Hobson (ISB# 2142)
Stoel Rives LLP
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BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

**APPLICATION OF QWEST
CORPORATION FOR APPROVAL OF
THE INTERCONNECTION
AGREEMENT FOR THE STATE OF
IDAHO PURSUANT TO 47 U.S.C. §252(e)**

CASE NO.: QWEST-05-21
**APPLICATION FOR APPROVAL OF
INTERCONNECTION AGREEMENT**

Qwest Corporation (“Qwest”) hereby files this Application for Approval of Interconnection Agreement (“Agreement”). The Agreement with Project Mutual Telephone Cooperative Association Inc. (“Project Mutual”) is submitted herewith.

This Agreement was reached through voluntary negotiations without resort to mediation or arbitration and is submitted for approval pursuant to Section 252(e) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the “Act”).

Section 252(e)(2) of the Act directs that a state Commission may reject an agreement reached through voluntary negotiations only if the Commission finds that: the agreement (or portion(s) thereof) discriminates against a telecommunications carrier not a party to this agreement; or the implementation of such an agreement (or portion) is not consistent with the public interest, convenience and necessity.

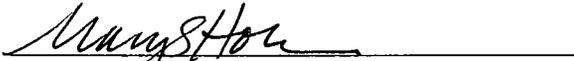
Qwest respectfully submits that this Agreement provides no basis for either of these findings, and, therefore requests that the Commission approve this Agreement expeditiously. This Agreement is consistent with the public interest as identified in the pro-competitive policies of the State of Idaho, the Commission, the United States Congress, and the Federal Communications Commission. Expeditious approval of this Agreement will enable Project

Mutual to interconnect with Qwest facilities and to provide customers with increased choices among local telecommunications services.

Qwest further requests that the Commission approve this Agreement without a hearing. Because this Agreement was reached through voluntary negotiations, it does not raise issues requiring a hearing and does not concern other parties not a party to the negotiations. Expeditious approval would further the public interest.

Respectfully submitted this ^{15th} day of November, 2005.

Qwest Corporation



Mary S. Hobson
Stoel Rives LLP, Attorneys for Qwest

CERTIFICATE OF SERVICE

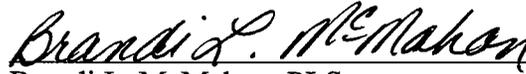
I hereby certify that on this ^{11/2} 9th day of November, 2005, I served the foregoing **APPLICATION FOR APPROVAL OF INTERCONNECTION AGREEMENT** upon all parties of record in this matter as follows:

Jean Jewell, Secretary
Idaho Public Utilities Commission
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Boise, Idaho 83720-0074
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Brandi L. McMahon, PLS
Legal Secretary to Mary S. Hobson
Stoel Rives LLP

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UTILITIES COMMISSION

INTERCONNECTION AGREEMENT
TERMS AND CONDITIONS FOR INTERCONNECTION,
ANCILLARY SERVICES,
AND RESALE OF TELECOMMUNICATION SERVICES
BETWEEN
QWEST CORPORATION
AND
PROJECT MUTUAL TELEPHONE COOPERATIVE ASSOCIATION, INC.

FOR THE STATE OF
IDAHO

Agreement Number
CDS-050118-0015

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Section 1.0 - GENERAL TERMS

1.1 This Agreement for Interconnection, ancillary services, and resale of Telecommunications Services is between Project Mutual Telephone Cooperative Association, Inc. ("PMT" or "CLEC"), an Idaho corporation, and Qwest Corporation (Qwest), a Colorado Corporation with offices at 1801 California Street, Denver, Colorado 80202, pursuant to Section 252(f) of the Telecommunications Act of 1996, for purposes of fulfilling Qwest's obligations under Sections 222, 251(a), (b), and (c), 252, 271, and other relevant provisions of the Act and the rules and regulations promulgated there under.

1.2 The following sections were removed, at the request of PMT, with the expectation that these sections do not currently apply to PMT's business practice: Collocation, Unbundled Network Elements, Access to Poles, Ducts and Conduits, Access to Telephone Numbers, Local Dialing Parity and Bona Fide Request Process. In addition, the following Exhibits were removed: Service Interval Tables; Qwest Rights of Way, Pole Attachment and/or Innerduct Occupancy General Information Document; and the Special Request Process.

1.3 This Agreement sets forth the terms, conditions and pricing under which Qwest will provide to PMT network Interconnection, ancillary services, and Telecommunications Services available for resale within the geographical areas in which Qwest is providing local Exchange Service at that time, and for which Qwest is the incumbent Local Exchange Carrier within the state of Idaho, for purposes of providing local Telecommunications Services.

1.4 Once this Agreement is approved, any amendment to the Agreement by the Parties will be accomplished through Section 252 of the Act. This Agreement can only be amended in writing, executed by the duly authorized representatives of the Parties.

1.4.1 Notwithstanding the above, if the Commission orders, or Qwest chooses to offer and PMT desires to purchase, new Interconnection services, access to unbundled network elements, additional ancillary services or Telecommunications Services available for resale which are not contained in the SGAT or a Tariff, Qwest will notify PMT of the availability of these new services through the product notification process through the Change Management Process (CMP). PMT must first complete the relevant section(s) of the New Product Questionnaire to establish ordering and Billing processes. In addition, the Parties shall amend this Agreement under one (1) of the following two (2) options:

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

1.4.1.2 If PMT wishes to negotiate an amendment with different terms and conditions than defined by Qwest for such new product, PMT agrees to abide by those terms and conditions on an interim basis by executing the Interim Advice Adoption Letter (the form of which is attached hereto as Exhibit G) based

upon the terms and conditions available on Qwest's wholesale web site that Qwest has identified as pertaining to the new product. The Interim Advice Adoption Letter will terminate when the final amendment is approved. The rates and to the extent practicable, other terms and conditions contained in the final amendment will relate back to the date the Interim Advice Adoption Letter was executed. No new product offering or accompanying Interim Advice Adoption Letter will be construed to limit or add to any rates, terms or conditions existing in this Agreement.

1.5 The Parties shall comply with Section 252(i) of the Act and Section 51.809 of the FCC's rules when amending their Interconnection Agreement. However, nothing in this provision precludes PMT from seeking an amendment to its Interconnection Agreement pursuant to Section 1.4 of this Agreement, including seeking an amendment to include terms and conditions contained within Qwest's current SGAT, subject to Qwest's agreement. PMT may not amend its Interconnection Agreement to include terms and conditions that may be contained within Qwest's current SGAT that have been affected by a change in applicable law. With respect to the terms and provisions of this Agreement, Qwest has negotiated the Agreement in its entirety, and the inclusion of any particular provision, or rate, term and condition, is not evidence of the reasonableness thereof when considered apart from all other provisions of the Agreement.

SECTION 2.0 - INTERPRETATION AND CONSTRUCTION

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

2.2 The provisions in this Agreement are intended to be in compliance with and based on the existing state of the law, rules, regulations and interpretations thereof, including but not limited to state rules, regulations, and laws, as of March 11, 2005 (the Existing Rules). Nothing in this Agreement shall be deemed an admission by Qwest or PMT concerning the interpretation or effect of the Existing Rules or an admission by Qwest or PMT that the Existing

Rules should not be changed, vacated, dismissed, stayed or modified. Nothing in this Agreement shall preclude or estop Qwest or PMT from taking any position in any forum concerning the proper interpretation or effect of the Existing Rules or concerning whether the Existing Rules should be changed, vacated, dismissed, stayed or modified. To the extent that the Existing Rules are vacated, dismissed, stayed or materially changed or modified, then this Agreement shall be amended to reflect such legally binding modification or change of the Existing Rules. Where the Parties fail to agree upon such an amendment within sixty (60) Days after notification from a Party seeking amendment due to a modification or change of the Existing Rules or if any time during such sixty (60) Day period the Parties shall have ceased to negotiate such new terms for a continuous period of fifteen (15) Days, it shall be resolved in accordance with the Dispute Resolution provision of this Agreement. It is expressly understood that this Agreement will be corrected, or if requested by PMT, amended as set forth in this Section 2.2, to reflect the outcome of generic proceedings by the Commission for pricing, service standards, or other matters covered by this Agreement. Rates in Exhibit A will reflect legally binding decisions of the Commission and shall be applied on a prospective basis from the effective date of the legally binding Commission decision, unless otherwise ordered by the Commission. Any amendment shall be deemed effective on the effective date of the legally binding change or modification of the Existing Rules for rates, and to the extent practicable for other terms and conditions, unless otherwise ordered. During the pendency of any negotiation for an amendment pursuant to this Section 2.2 the Parties shall continue to perform their obligations in accordance with the terms and conditions of this Agreement, for up to sixty (60) Days. If the Parties fail to agree on an amendment during the sixty (60) Day negotiation period, the Parties agree that the first matter to be resolved during Dispute Resolution will be the implementation of an interim operating agreement between the Parties regarding the disputed issues, to be effective during the pendency of Dispute Resolution. The Parties agree that the interim operating agreement shall be determined and implemented within the first fifteen (15) Days of Dispute Resolution and the Parties will continue to perform their obligations in accordance with the terms and conditions of this Agreement, until the interim operating agreement is implemented. For purposes of this section, "legally binding" means that the legal ruling has not been stayed, no request for a stay is pending, and any deadline for requesting a stay designated by statute or regulation, has passed.

2.2.1 In addition to, but not in limitation of, 2.2 above, nothing in this Agreement shall be deemed an admission by Qwest or PMT concerning the interpretation or effect of the FCC's decision and rules adopted in *In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers; Implementation of the Local Competition Provisions of the Telecommunications Act of 1996; Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket Nos. 01-338, 96-98 and 98-147, nor rules, regulations and interpretations thereof, including but not limited to state rules, regulations, and laws as they may be issued or promulgated regarding the same (Decision(s)). Nothing in this Agreement shall preclude or estop Qwest or PMT from taking any position in any forum concerning the proper interpretation or effect of Decisions or concerning whether the Decision should be changed, vacated, dismissed, stayed or modified.

2.3 Unless otherwise specifically determined by the Commission, in cases of conflict between this Agreement and Qwest's Tariffs, PCAT, methods and procedures, technical publications, policies, product notifications or other Qwest documentation relating to Qwest's or PMT's rights or obligations under this Agreement, then the rates, terms, and conditions of this Agreement shall prevail. To the extent another document abridges or expands the rights or

obligations of either Party under this Agreement, the rates, terms and conditions of this Agreement shall prevail.

SECTION 3.0 - PMT INFORMATION

3.1 Except as otherwise required by law, Qwest will not provide or establish Interconnection, ancillary services and/or resale of Telecommunications Services in accordance with the terms and conditions of this Agreement prior to PMT's execution of this Agreement. If necessary, the Parties shall update Qwest's "New Customer Questionnaire," as it applies to PMT's obtaining of Interconnection, ancillary services, and/or resale of Telecommunications Services hereunder.

3.2 If necessary, prior to placing any orders for services under this Agreement, the Parties will jointly update the following sections of Qwest's "New Customer Questionnaire:"

General Information

Billing and Collection (Section 1)

Credit Information

Billing Information

Summary Billing

OSS and Network Outage Notification Contact Information

System Administration Contact Information

Ordering Information for LIS Trunks and Associated Products (if PMT plans to order these services)

Design Layout Request – LIS Trunking

3.2.1 If necessary, the remainder of this questionnaire must be updated within two (2) weeks of completing the initial portion of the questionnaire. This questionnaire will be used to:

Determine geographical requirements;

Identify PMT identification codes;

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

Collect credit information;

Obtain Billing information;

Create summary bills;

Establish input and output requirements;

Create and distribute Qwest and PMT contact lists; and

Identify PMT hours and holidays.

3.2.2 If PMT has previously completed a Questionnaire, PMT need not fill out a New Customer Questionnaire; however, PMT will update its New Customer Questionnaire with any changes in the required information that have occurred and communicate those changes to Qwest. Before placing an order for a new product, PMT will need to complete the relevant New Product Questionnaire and amend this Agreement, which may include an amendment pursuant to Section 1.4.1.

SECTION 4.0 – DEFINITIONS

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

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

"Access Tandem Switch" is a Switch used to connect End Office Switches to interexchange Carrier Switches. Qwest's Access Tandem Switches are also used to connect and switch traffic between and among Central Office Switches within the same LATA and may be used for the exchange of local traffic.

"Act" means the Communications Act of 1934 (47 U.S.C. 151 et. seq.), as amended and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

"Affiliate" means a Person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term 'own' means to own an equity interest (or the equivalent thereof) of more than 10 percent.

"Applicable Law" means all laws, statutes, common law, ordinances, codes, rules, guidelines, orders, permits and approval of any governmental regulations, including, but not limited to, the Act, the regulations, rules, and final orders of the FCC and the Commission, and any final orders and decisions of a court of competent jurisdiction reviewing the regulations, rules, or orders of the FCC or the Commission.

"Application Date" or "APP" means the date PMT provides Qwest an application for service containing required information as set forth in this Agreement.

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

"Automatic Location Identification" or "ALI" is the automatic display at the Public Safety Answering Point (PSAP) of the caller's telephone number, the address/location of the telephone and supplementary emergency services information for Enhanced 911 (E911).

"Automatic Location Identification/Database Management System" or "ALI/DBMS" is an Enhanced 911/(E911) database containing End User Customer location information (including name, service address, telephone number, and sometimes special information from the local service provider) used to determine to which Public Safety Answering Point (PSAP) to route the call and used by the PSAP for emergency call handling (i.e., dispatch of emergency aid).

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

"Automatic Route Selection" or "ARS" is a service feature that provides for automatic selection of the least expensive or most appropriate transmission facility for each call based on criteria programmed into a circuit Switch routing table or system.

"Basic Exchange Telecommunications Service" means, unless otherwise defined in Commission rules and then it shall have the meaning set forth therein, a service offered to End User Customers which provides the End User Customer with a telephonic connection to, and a unique local telephone number address on, the public switched telecommunications network, and which enables such End User Customer to generally place calls to, or receive calls from, other stations on the public switched telecommunications network. Basic residence and business line services are Basic Exchange Telecommunications Services. As used solely in the context of this Agreement and unless otherwise agreed, Basic Exchange Telecommunications Service includes access to ancillary services such as 911, directory assistance and operator services.

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

"Billing" involves the provision of appropriate usage data by one Telecommunications Carrier to another to facilitate Customer Billing with attendant acknowledgments and status reports. It also involves the exchange of information between Telecommunications Carriers to process claims and adjustments.

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

"Carrier" or "Common Carrier" See Telecommunications Carrier.

"Carrier Liaison Committee" or "CLC" is under the auspices of ATIS and is the executive oversight committee that provides direction as well as an appeals process to its subtending fora, the Network Interconnection Interoperability Forum (NIIF), the Ordering and Billing Forum (OBF), the Industry Numbering Committee (INC), and the Toll Fraud Prevention Committee (TFPC). On occasion, the CLC commissions ad hoc committees when issues do not have a logical home in one of the subtending forums. OBF and NIMC publish business process rules for their respective areas of concern.

"Central Office" means a building or a space within a building where transmission facilities or circuits are connected or switched.

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

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

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

"Centralized Automatic Message Accounting" or "CAMA" trunks are trunks using MF signaling protocol used to record Billing data.

"Centralized Message Distribution System" or "CMDS" means the operation system that Local Exchange Carriers use to exchange outcollect and IABS access messages among each other and other parties connected to CMDS.

"Centrex" shall have the meaning set forth in Section 6.2.2.9.

"Charge Number" is a Common Channel Signaling parameter, which refers to the number, transmitted through the network identifying the Billing number of the calling party. Charge Number frequently is not the Calling Party Number (CPN).

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

"Commission" means the State Regulatory Commission or Board with jurisdiction for the services provided pursuant to this Agreement. In the State of Idaho, "Commission" means the Idaho Public Utilities Commission.

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

"Communications Assistance for Law Enforcement Act" or "CALEA" refers to the duties and obligations of Carriers to assist law enforcement agencies by intercepting communications and records, and installing pen registers and trap and trace devices.

"Competitive Local Exchange Carrier" or "CLEC" or "PMT" refers to a Party that has submitted a request, pursuant to this Agreement, to obtain Interconnection, ancillary services, or resale of Telecommunications Services. A CLEC is an entity authorized to provide Local Exchange Service that does not otherwise qualify as an Incumbent Local Exchange Carrier (ILEC).

"Confidential Information" shall have the meaning set forth in Section 5.16.

"Current Service Provider" means the Party from which an End User Customer is planning to switch its local exchange service or the Party from which an End User Customer is planning to port its telephone number(s).

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

"Customer Premises Equipment" or "CPE" means equipment employed on the premises of a Person other than a Carrier to originate, route or terminate Telecommunications (e.g., a telephone, PBX, modem pool, etc.).

"Day" means calendar days unless otherwise specified.

"Directory Assistance Database" shall have the meaning set forth in Sections 10.5.2.2, 10.5.2.8, and 10.5.2.9.

"Directory Assistance Lists" shall have the meaning set forth in Section 10.6.1.1.

"Directory Assistance Service" includes, but is not limited to, making available to callers, upon request, information contained in the Directory Assistance Database. Directory Assistance Service includes, where available, the option to complete the call at the caller's direction.

"Directory Listings" or "Listings" are any information: (1) identifying the listed names of subscribers of a Telecommunications Carrier and such subscribers' telephone numbers, addressees, or primary advertising classifications (as such classifications are assigned at the time of the establishment of such service), or any combination of such listed names, numbers, addresses or classifications; and (2) that the Telecommunications Carrier or an Affiliate has published, caused to be published, or accepted for publication in any directory format.

"Demarcation Point" means the point where Qwest owned or controlled facilities cease, and PMT, End User Customer, premises owner or landlord ownership or control of facilities begin.

"Due Date" means the specific date on which the requested service is to be available to PMT or to PMT's End User Customer, as applicable.

"Effective Date" shall have the meaning set forth in Section 5.2.1.

"Electronic Bonding" is a real-time and secure electronic exchange of data between information systems in separate companies. Electronic Bonding allows electronic access to services which have traditionally been handled through manual means. The heart of Electronic Bonding is strict adherence to both International and National standards. These standards define the communication and data protocols allowing all organizations in the world to exchange information.

"Emergency Service Number" or "ESN" is a three to five digit number representing a unique combination of Emergency Response Agencies (law enforcement, fire and emergency medical service) designed to serve a specific range of addresses within a particular geographical area. The ESN facilitates Selective Routing and transfer, if required, to the appropriate PSAP and the dispatch of proper Emergency Response Agency(ies).

"End User Customer" means a third party retail Customer that subscribes to a Telecommunications Service provided by either of the Parties or by another Carrier or by two (2) or more Carriers.

"Enhanced Services" means any service offered over Common Carrier transmission facilities that employ computer processing applications that act on the format, content, code, protocol or similar aspects of a subscriber's transmitted information; that provide the subscriber with additional, different or restructured information; or involve End User Customer interaction with stored information.

"Enhanced 911" or "E911" shall have the meaning set forth in Section 10.3.1.

"Environmental Hazard" means any substance the presence, use, transport, abandonment or disposal of which (i) requires investigation, remediation, compensation, fine or penalty under any Applicable Law (including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act, Superfund Amendment and Reauthorization Act, Resource Conservation Recovery Act, the Occupational Safety and Health Act and provisions with similar purposes in applicable foreign, state and local jurisdictions) or (ii) poses risks to human health, safety or the environment (including, without limitation, indoor, outdoor or orbital space environments) and is regulated under any Applicable Law.

"Exchange Access" (IntraLATA Toll) as used in Section 7 is defined in accordance with Qwest's current IntraLATA toll serving areas, as determined by Qwest's state and interstate Tariffs and excludes toll provided using Switched Access purchased by an IXC. "Exchange Access" as used in the remainder of this Agreement shall have the meaning set forth in the Act.

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

"Exchange Message Record" or "EMR" is the standard used for exchange of telecommunications message information between telecommunications providers for billable, non-billable, sample, settlement and study data. EMR format is contained in BR-010-200-010 CRIS Exchange Message Record, a Telcordia document that defines industry standards for exchange message records.

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

"FCC" means the Federal Communications Commission.

"Fiber Meet" means an Interconnection architecture method whereby the Parties physically interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually-agreed-upon location.

"Finished Services" means complete end to end services offered by Qwest to wholesale or retail Customers. Finished Services do not include unbundled network elements or combinations of unbundled network elements. Finished Services include voice messaging, Qwest-provided DSL, Access Services, private lines, retail services and resold services.

"Firm Order Confirmation" or "FOC" means the notice Qwest provides to PMT to confirm that PMT's Local Service Order (LSR) has been received and has been successfully processed. The FOC confirms the schedule of dates committed to by Qwest for the Provisioning of the service requested.

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

"Information Service" is the offering of a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, or making available information via Telecommunications, and includes electronic publishing, but does not include any use of any such capability for the management, control, or operation of a Telecommunications system or the management of a Telecommunications Service.

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

"Interconnection Agreement" or "Agreement" is an agreement entered into between Qwest and PMT for Interconnection or other services as a result of negotiations, adoption and/or arbitration or a combination thereof pursuant to Section 252 of the Act. When PMT signs and delivers a copy of this Agreement to Qwest pursuant to the notice provision of the Agreement, it becomes the Interconnection Agreement between the Parties pursuant to Section 252(e) of the Act.

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

"Interim Number Portability" or "INP" is a method of number portability, such as Remote Call Forwarding ("RCF") or any other comparable and technically feasible arrangement, that allows one Party to port telephone numbers from its network to the other Party's network with as little impairment of quality, reliability and convenience to the customer as possible, but does not comply with the Local Number Portability performance criteria set forth in 47 C.F.R. Section 52.23 (a).

"InterLATA Traffic" describes Telecommunications between a point located in a Local Access and Transport Area ("LATA") and a point located outside such area.

"IntraLATA Toll Traffic" describes IntraLATA Traffic outside the Local Calling Area.

"Interoperability" means the ability of a Qwest OSS Function to process seamlessly (i.e., without any manual intervention) business transactions with PMT's OSS application, and vice versa, by means of secure exchange of transaction data models that use data fields and usage rules that can be received and processed by the other Party to achieve the intended OSS Function and related response. (See also Electronic Bonding.)

"LERG Reassignment" or "NXX Reassignment" means the reassignment of an entire NXX code shown in the LERG from one Carrier to another Carrier.

"Line Side" refers to End Office Switch connections that have been programmed to treat the circuit as a local line connected to a terminating station (e.g., an End User Customer's telephone station set, a PBX, answering machine, facsimile machine or computer).

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

"Local Calling Area" is as defined by the Commission.

"Local Exchange Carrier" or "LEC" means any Carrier that is engaged in the provision of telephone Exchange Service or Exchange Access. Such term does not include a Carrier insofar as such Carrier is engaged in the provision of a commercial mobile service under Section 332(c) of the Act, except to the extent that the FCC finds that such service should be included in the definition of such term.

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

"Local Interconnection Service or "LIS" Entrance Facility" is a DS1 or DS3 facility that extends from PMT's Switch location or Point of Interconnection (POI) to the Qwest Serving Wire Center. An Entrance Facility may not extend beyond the area served by the Qwest Serving Wire Center.

"Local Interconnection Service" or "LIS" is the Qwest product name for its provision of Interconnection as described in Section 7 of this Agreement.

"Local Number Portability" or "LNP" shall have the meaning set forth in Section 10.2.1.1.

"Local Service Ordering Guide" or "LSOG" is a document developed by the OBF to establish industry-wide ordering and Billing processes for ordering local services.

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

"Location Routing Number" or "LRN" means a unique 10-digit number assigned to a Central Office Switch in a defined geographic area for call routing purposes. This 10-digit number serves as a network address and the routing information is stored in a database. Switches routing calls to subscribers whose telephone numbers are in portable NXXs perform a database query to obtain the Location Routing Number that corresponds with the Switch serving the dialed telephone number. Based on the Location Routing Number, the querying Carrier then routes the call to the Switch serving the ported number. The term "LRN" may also be used to refer to a method of LNP.

"Maintenance and Repair" involves the exchange of information between Carriers where one initiates a request for maintenance or repair of existing products and services from the other with attendant acknowledgments and status reports in order to ensure proper operation and functionality of facilities.

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

"Master Street Address Guide" or "MSAG" is a database of street names and house number ranges within their associated communities defining particular geographic areas and their associated ESNs to enable proper routing of 911 calls.

"Meet Point" is a point of Interconnection between two (2) networks, designated by two (2) Telecommunications Carriers, at which one Carrier's responsibility for service begins and the other Carrier's responsibility ends.

"Meet-Point Billing" or "MPB" or "Jointly Provided Switched Access" refers to an arrangement whereby two (2) LECs (including a LEC and PMT) jointly provide Switched Access Service to an Interexchange Carrier, with each LEC (or PMT) receiving an appropriate share of the revenues from the IXC as defined by their effective access Tariffs.

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

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

"Multiple Exchange Carrier Access Billing" or "MECAB" refers to the document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document, published by Telcordia Technologies as Special Report SR-BDS-000983, contains the recommended guidelines for the Billing of an access service provided by two (2) or more LECs (including a LEC and a PMT), or by one (1) LEC in two (2) or more states within a single LATA.

"Multiple Exchange Carrier Ordering and Design" or "MECOD" Guidelines for Access Services - Industry Support Interface, refers to the document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECOD document, published by Telcordia Technologies as Special Report SR STS-002643, establishes recommended guidelines for processing orders for access service which is to be provided by two (2) or more LECs (including a LEC and a PMT). It is published by Telcordia Technologies as SRBDS 00983.

"N-1 Carrier" means the Carrier in the call routing process immediately preceding the terminating Carrier. The N-1 Carrier is responsible for performing the database queries (under the FCC's rules) to determine the LRN value for correctly routing a call to a ported number.

"National Emergency Number Association" or "NENA" is an association which fosters the technological advancement, availability and implementation of 911 Service nationwide through research, planning, training, certification, technical assistance and legislative representation.

"Network Element" is a facility or equipment used in the provision of Telecommunications Service. It also includes features, functions, and capabilities that are provided by means of

such facility or equipment, including subscriber numbers, databases, signaling systems, and information sufficient for Billing and collection or used in the transmission, routing, or other provision of a Telecommunications Service.

"Network Installation and Maintenance Committee" or "NIMC" is the ATIS/CLC sub-committee responsible for developing business process rules for Maintenance and Repair or trouble administration.

"New Service Provider" means the Party to which an End User Customer switches its local exchange service or the Party to which an End User Customer is porting its telephone number(s).

"911 Service" shall have the meaning set forth in Section 10.3.1.

"911/E911 Interconnection Trunk Groups" shall have the meaning set forth in Section 10.3.7.

"North American Numbering Council" or "NANC" means the federal advisory committee chartered by the FCC to analyze, advise, and make recommendations on numbering issues.

"North American Numbering Plan" or "NANP" means the basic numbering plan for the Telecommunications networks located in the United States as well as Canada, Bermuda, Puerto Rico, Guam, the Commonwealth of the Marianna Islands and certain Caribbean Islands. The NANP format is a 10-digit number that consists of a 3-digit NPA code (commonly referred to as the area code) followed by a 3-digit NXX code and 4-digit line number.

"Number Portability Administration Center" or "NPAC" means one (1) of the seven (7) regional number portability centers involved in the dissemination of data associated with ported numbers. The NPACs were established for each of the seven (7) original Bell Operating Company regions so as to cover the fifty (50) states, the District of Columbia and the U.S. territories in the North American Numbering Plan area.

"Numbering Plan Area" or "NPA" is also sometimes referred to as an area code. It is a unique three-digit indicator that is defined by the "A," "B" and "C" digits of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two (2) general categories of NPA. "Geographic NPA" is associated with a defined geographic area and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A "Non-Geographic NPA," also known as a "Service Access Code" (SAC Code), is typically associated with a specialized Telecommunications Service which may be provided across multiple geographic NPA areas; 500, Toll Free Service NPAs, 700, and 900 are examples of Non-Geographic NPAs.

"NXX," "NXX Code," "Central Office Code," or "CO Code" is the three-digit Switch entity code which is defined by the "D," "E" and "F" digits of a 10-digit telephone number within the NANP.

"Operational Support Systems" or "OSS" shall have the meaning set forth in Section 12.

"Ordering and Billing Forum" or "OBF" means the telecommunications industry forum, under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions, concerned with inter-company ordering and Billing.

"Originating Line Information Parameter" or "OLIP" is a CCS SS7 signaling parameter that identifies the line class of service, i.e., originating screening and routing translation.

"Parity" means the provision of non-discriminatory access to Interconnection, Resale, and other services provided under this Agreement to the extent legally required on rates, terms and conditions that are non-discriminatory, just and reasonable. Where Technically Feasible, the access provided by Qwest will be provided in "substantially the same time and manner" to that which Qwest provides to itself, its End User Customers, its Affiliates or to any other party.

"Party" means either Qwest or PMT and "Parties" means Qwest and PMT.

"Percent Local Usage" or "PLU" is a calculation which represents the ratio of the local minutes to the sum of local and IntraLATA Toll minutes sent between the Parties over Local Interconnection trunks. Directory Assistance Services, CMRS traffic, transiting calls from other LECs and Switched Access Services are not included in the calculation of PLU.

"Performance Indicator Definitions" or "PIDs" shall have the meaning set forth in Exhibit B.

"Person" is a general term meaning an individual or association, corporation, firm, joint-stock company, organization, partnership, trust or any other form or kind of entity.

"Point of Interface", "Point of Interconnection," or "POI" is a demarcation between the networks of two (2) LECs (including a LEC and PMT). The POI is that point where the exchange of traffic takes place.

"POTS" means plain old telephone service.

"Premises" refers to Qwest's Central Offices and Serving Wire Centers; all buildings or similar structures owned, leased, or otherwise controlled by Qwest that house its network facilities; all structures that house Qwest facilities on public rights-of-way, including but not limited to vaults containing loop concentrators or similar structures; and all land owned, leased, or otherwise controlled by Qwest that is adjacent to these Central Offices, Wire Centers, buildings and structures.

"Product Catalog" or "PCAT" is a Qwest document that provides information needed to request services available under this Agreement. Qwest agrees that PMT shall not be held to the requirements of the PCAT. The PCAT is available on Qwest's Web site:

<http://www.qwest.com/wholesale/pcat/>

"Proof of Authorization" or "POA" shall consist of verification of the End User Customer's selection and authorization adequate to document the End User Customer's selection of its local service provider.

"Proprietary Information" shall have the same meaning as Confidential Information.

"Provisioning" involves the exchange of information between Telecommunications Carriers where one executes a request for a set of products and services from the other with attendant acknowledgments and status reports.

"Public Safety Answering Point" or "PSAP" is the public safety communications center where 911/E911 calls for a specific geographic area are answered.

"Public Switched Network" includes all Switches and transmission facilities, whether by wire or radio, provided by any Common Carrier including LECs, IXC's and CMRS providers that use the NANP in connection with the provision of switched services.

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

"Remote Call Forwarding" or "RCF" means the INP method that redirects calls within the telephone network. If an End User Customer changes its local service provider from one Party to the other Party, using RCF, the old service provider's switch will route the End User Customer's calls to the new service provider by translating the dialed number into another telephone number with an NXX corresponding to the new service provider's switch. The new service provider then completes the routing of the call to its new End User Customer.

"Remote Premises" means all Qwest Premises, other than Qwest Wire Centers or adjacent to Qwest Wire Centers. Such Remote Premises include controlled environmental vaults, controlled environmental huts, cabinets, pedestals and other Remote Terminals.

"Remote Terminal" or "RT" means a cabinet, vault or similar structure at an intermediate point between the End User Customer and Qwest's Central Office, where Loops are aggregated and hauled to the Central Office or Serving Wire Center using LCM. A Remote Terminal may contain active electronics such as digital loop carriers, fiber hubs, DSLAMs, etc.

"Reseller" is a category of CLECs who purchase the use of Finished Services for the purpose of reselling those Telecommunications Services to their End User Customers.

"Reserved Numbers" means those telephone numbers which are not in use but which are held in reserve by a Carrier under a legally enforceable written agreement for a specific End User Customer's future use.

"Selective Router" means the equipment necessary for Selective Routing.

"Selective Routing" is the automatic routing of 911/E911 calls to the PSAP that has jurisdictional responsibility for the service address of the caller, irrespective of telephone company exchange or Wire Center boundaries. Selective Routing may also be used for other services.

"Service Date" or "SD" means the date service is made available to the End User Customer. This also is referred to as the "Due Date."

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

"Signaling System 7" or "SS7" is an out-of-band signaling protocol consisting of four basic sub-protocols:

- 1) Message Transfer Part (MTP), which provides functions for basic routing of signaling messages between signaling points;
- 2) Signaling Connection Control Part (SCCP), which provides additional routing and management functions for transfer of messages other than call setup between signaling points;
- 3) Integrated Services Digital Network User Part (ISUP), which provides for transfer of call setup signaling information between signaling points; and
- 4) Transaction Capabilities Application Part (TCAP), which provides for transfer of non-circuit related information between signaling points.

"Signaling Transfer Point" or "STP" means a packet switch that performs message routing functions and provides information for the routing of messages between signaling end points, including SSPs, SCPs, Signaling Points (SPs) and other STPs in order to set up calls and to query call-related databases. An STP transmits, receives and processes Common channel Signaling (CCS) messages.

"Stand-Alone Test Environment" or "SATE" shall have the meaning set forth in Section 12.2.9.3.2.

"Switch" means a switching device employed by a Carrier within the Public Switched Network. Switch includes but is not limited to End Office Switches, Tandem Switches, Access Tandem Switches, Remote Switching Modules. Switches may be employed as a combination of End Office/Tandem Switches.

"Switched Access Service" means the offering of transmission and switching services to Interexchange Carriers for the purpose of the origination or termination of telephone toll service. Switched Access Services include: Feature Group A, Feature Group B, Feature Group D, 8XX access, and 900 access and their successors or similar Switched Access Services.

"Switched Access Traffic," as specifically defined in Qwest's interstate Switched Access Tariffs, is traffic that originates at one of the Party's End User Customers and terminates at an IXC Point of Presence, or originates at an IXC Point of Presence and terminates at one of the Party's End User Customers, whether or not the traffic transits the other Party's network.

"Tariff" as used throughout this Agreement refers to Qwest interstate Tariffs and state Tariffs, price lists, and price schedules.

"Technically Feasible" Interconnection and other methods of achieving Interconnection at a point in the network shall be deemed Technically Feasible absent technical or operational concerns that prevent the fulfillment of a request by a Telecommunications Carrier for such Interconnection, access, or methods. A determination of technical feasibility does not include consideration of economic, accounting, Billing, space, or site concerns, except that space and site concerns may be considered in circumstances where there is no possibility of expanding the space available. The fact that an incumbent LEC must modify its facilities or equipment to respond to such request does not determine whether satisfying such request is Technically Feasible. An incumbent LEC that claims that it cannot satisfy such request because of adverse network reliability impacts must prove to the Commission by clear and convincing evidence that

such Interconnection, access, or methods would result in specific and significant adverse network reliability impacts.

"Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

"Telecommunications Carrier" means any provider of Telecommunications Services, except that such term does not include aggregators of Telecommunications Services (as defined in Section 226 of the Act). A Telecommunications Carrier shall be treated as a Common Carrier under the Act only to the extent that it is engaged in providing Telecommunications Services, except that the Federal Communications Commission shall determine whether the provision of fixed and mobile satellite service shall be treated as common carriage.

"Telecommunications Equipment" means equipment, other than Customer Premises Equipment, used by a Carrier to provide Telecommunications Services, and include software integral to such equipment, including upgrades.

"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.

"Telephone Exchange Service" means a service within a telephone exchange, or within a connected system of telephone exchanges within the same exchange area operated to furnish to End User Customers intercommunicating service of the character ordinarily furnished by a single exchange, and which is covered by the exchange service charge, or comparable service provided through a system of Switches, transmission equipment or other facilities (or combinations thereof) by which a subscriber can originate and terminate a Telecommunications Service.

"TELRIC" means Total Element Long-Run Incremental Cost.

"Toll Free Service" means service provided with any dialing sequence that invokes Toll Free, i.e., 800-like, service processing. Toll Free Service currently includes calls to the Toll Free Service 800/888/877/866 NPA SAC codes.

"Trunk Side" refers to Switch connections that have been programmed to treat the circuit as connected to another switching entity.

"Waste" means all hazardous and non-hazardous substances and materials which are intended to be discarded, scrapped or recycled, associated with activities PMT or Qwest or their respective contractors or agents perform at Work Locations. It shall be presumed that all substances or materials associated with such activities, that are not in use or incorporated into structures (including without limitation damaged components or tools, leftovers, containers, garbage, scrap, residues or by products), except for substances and materials that PMT, Qwest or their respective contractors or agents intend to use in their original form in connection with similar activities, are Waste. Waste shall not include substances, materials or components incorporated into structures (such as cable routes) even after such components or structure are no longer in current use.

"Wire Center" denotes a building or space within a building that serves as an aggregation point on a given Carrier's network, where transmission facilities are connected or switched. Wire Center can also denote a building where one or more Central Offices, used for the provision of Basic Exchange Telecommunications Services and Access Services, are located.

"Work Locations" means any real estate that PMT or Qwest, as appropriate, owns, leases or licenses, or in which it holds easements or other rights to use, or does use, in connection with this Agreement.

Terms not otherwise defined here but defined in the Act and the orders and the rules implementing the Act, shall have the meaning defined there. The definition of terms that are included here and are also defined in the Act, or its implementing orders or rules, are intended to include the definition as set forth in the Act and the rules implementing the Act.

SECTION 5.0 - TERMS AND CONDITIONS

5.1 General Provisions

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

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

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

5.1.2.2 If the impairment is service impacting but does not meet the parameters set forth in Section 5.1.2.1, such as low level noise or other interference, the other Party shall provide written notice within five (5) calendar Days of such impairment to the other Party and such notice shall include the information set forth in subsection 5.1.2.1. The Parties shall work cooperatively and in good faith to resolve their differences. If the impairment has not been corrected or cannot be corrected within five (5) business days of receipt of the notice of non-compliance, the other Party may pursue immediate

resolution by expedited or other Dispute Resolution.

5.1.2.3 If either Party causes non-service impacting impairment the other Party shall provide written notice within fifteen (15) calendar Days of the impairment to the other Party and such notice shall include the information set forth in subsection 5.1.2.1. The Parties shall work cooperatively and in good faith to resolve their differences. If either Party fails to correct any such impairment within fifteen (15) calendar Days of written notice, or if such non-compliance cannot be corrected within fifteen (15) calendar Days of written notice of non-compliance, and if the impairing Party fails to take all appropriate steps to correct as soon as reasonably possible, the other Party may pursue immediate resolution by expedited or other Dispute Resolution.

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

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

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

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

5.2 Term of Agreement

5.2.1 This Agreement shall become effective on the date of Commission Approval ("Effective Date"). This Agreement shall be binding upon the Parties for a term of three (3) years and shall expire three years from the Effective Date.

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

5.2.2.1 Prior to the conclusion of the term specified above, PMT may obtain Interconnection services under the terms and conditions of a then-existing SGAT or agreement to become effective at the conclusion of the term or prior to the conclusion of the term if PMT so chooses.

5.3 Proof of Authorization

5.3.1 Each Party shall be responsible for obtaining and maintaining Proof of Authorization (POA) as required by applicable federal and state law, as amended from time to time.

5.3.2 The Parties shall make POAs available to each other upon request in the event of an allegation of an unauthorized change in accordance with all Applicable Laws and rules and shall be subject to any penalties contained therein.

5.4 Payment

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

5.4.2 One Party may discontinue processing orders for the failure of the other Party to make full payment for the relevant services, less any disputed amount as provided for in Section 5.4.4 of this Agreement, for the relevant services provided under this Agreement within thirty (30) calendar Days following the payment due date. The Billing Party will notify the other Party in writing at least ten (10) business days prior to discontinuing the processing of orders for the relevant services. If the Billing Party does not refuse to accept additional orders for the relevant services on the date specified in the ten (10) business days notice, and the other Party's non-compliance continues, nothing contained herein shall preclude the Billing Party's right to refuse to accept additional orders for the relevant services from the non-complying Party without further notice. For order processing to resume, the billed Party will be required to make full payment of all charges for the relevant services not disputed in good faith under this Agreement. Additionally, the Billing Party may require a deposit (or additional deposit) from the billed Party, pursuant to this section. In addition to other remedies that may be available at law or equity, the billed Party reserves the right to seek equitable relief, including injunctive relief and specific performance.

5.4.3 The Billing Party may disconnect any and all relevant services for failure by the billed Party to make full payment, less any disputed amount as provided for in Section 5.4.4 of this Agreement, for the relevant services provided under this Agreement within sixty (60) calendar Days following the payment due date. The billed Party will pay the applicable reconnect charge set forth in Exhibit A required to reconnect each resold End User Customer line disconnected pursuant to this paragraph. The Billing Party will notify the billed Party at least ten (10) business days prior to disconnection of the unpaid service(s). In case of such disconnection, all applicable undisputed charges, including termination charges, shall become due. If the Billing Party does not disconnect the billed Party's service(s) on the date specified in the ten (10) business days notice, and the billed Party's noncompliance continues, nothing contained herein shall preclude the Billing Party's right to disconnect any or all relevant services of the non-complying Party without further notice. For reconnection of the non-paid service to

occur, the billed Party will be required to make full payment of all past and current undisputed charges under this Agreement for the relevant services. Additionally, the Billing Party will request a deposit (or recalculate the deposit) as specified in Section 5.4.5 and 5.4.7 from the billed Party, pursuant to this Section. Both Parties agree, however, that the application of this provision will be suspended for the initial three (3) Billing cycles of this Agreement and will not apply to amounts billed during those three (3) cycles. In addition to other remedies that may be available at law or equity, each Party reserves the right to seek equitable relief, including injunctive relief and specific performance.

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

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

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

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

5.4.5 Each Party will determine the other Party's credit status based on previous payment history or credit reports such as Dun and Bradstreet. If a Party has not established satisfactory credit with the other Party according to the above provisions or the Party is repeatedly delinquent in making its payments, or the Party is being reconnected after a disconnection of service or discontinuance of the processing of orders by the Billing Party due to a previous nonpayment situation, the Billing Party may require a deposit to be held as security for the payment of charges before the orders from the billed Party will be provisioned and

completed or before reconnection of service. "Repeatedly delinquent" means any payment received thirty (30) calendar Days or more after the payment due date, three (3) or more times during a twelve (12) month period. The deposit may not exceed the estimated total monthly charges for an average two (2) month period within the 1st three (3) months for all services. The deposit may be a surety bond if allowed by the applicable Commission regulations, a letter of credit with terms and conditions acceptable to the Billing Party, or some other form of mutually acceptable security such as a cash deposit. Required deposits are due and payable within thirty (30) calendar Days after demand.

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

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

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

5.4.9 Each Party shall be responsible for notifying its End User Customers of any pending disconnection of a non-paid service by the billed Party, if necessary, to allow those End User Customers to make other arrangements for such non-paid services.

5.5 Taxes

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

5.6 Insurance

5.6.1 Each Party shall at all times during the term of this Agreement, at its own cost and expense, carry and maintain the insurance coverage listed below with limits as are customary for like businesses with operations of similar size and scope.

5.6.1.1 Workers' Compensation with statutory limits as required in the state of operation and Employers' liability insurance.

5.6.1.2 Commercial general liability insurance covering claims for bodily injury, death, personal injury or property damage occurring or arising out of the use or occupancy of the premises, including coverage for independent contractor's protection (required if any work will be subcontracted), premises-operations, products and/or completed operations and contractual liability with respect to the liability assumed by each Party hereunder.

5.6.1.3 Business automobile liability insurance covering the ownership, operation and maintenance of all owned, non-owned and hired motor vehicles.

5.6.1.4 Should either Party come onto the other Party's premises or facility to maintain or install their equipment, then an umbrella/excess liability insurance policy in an amount of \$10,000,000 excess of Commercial General Liability insurance specified above will be required. These limits may be obtained through any combination of primary and excess or umbrella liability insurance so long as the total limit is \$11,000,000.

5.6.1.5 "All Risk" property coverage on a full replacement cost basis insuring all of each Party's personal property situated on or within the premises or remote premises of the other Party.

5.6.2 Each Party will initially provide certificate(s) of insurance evidencing coverage, and thereafter will provide such certificate(s) upon request. Such certificates shall (1) name the other Party as an additional insured under commercial general liability coverage; (2) provide thirty (30) calendar Days prior written notice of cancellation of the policy(s) to which certificate(s) relate; (3) indicate that coverage is primary and not excess of, or contributory with, any other valid and collectible insurance purchased by the other Party; and (4) acknowledge severability of interest/cross liability coverage.

5.7 Force Majeure

5.7.1 Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, power blackouts, volcanic action, other major environmental disturbances, or unusually severe weather conditions (collectively, a Force Majeure Event). Inability to secure products or services of other Persons or transportation facilities or acts or omissions of transportation carriers shall be considered Force Majeure Events to the extent any delay or failure in performance caused by these circumstances is beyond the Party's control and without that Party's fault or negligence. The Party affected by a Force Majeure Event shall give prompt notice to the other Party, shall be excused from performance of its obligations hereunder on a day to day basis to the extent those obligations are prevented by the Force Majeure Event,

and shall use reasonable efforts to remove or mitigate the Force Majeure Event. In the event of a labor dispute or strike the Parties agree to provide service to each other at a level equivalent to the level they provide themselves.

5.8 Limitation of Liability

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

5.8.2 Neither Party shall be liable to the other for indirect, incidental, consequential, or special damages, including (without limitation) damages for lost profits, lost revenues, lost savings suffered by the other Party regardless of the form of action, whether in contract, warranty, strict liability, tort, including (without limitation) negligence of any kind and regardless of whether the Parties know the possibility that such damages could result. If the Parties enter into a PAP under this Agreement, nothing in this Section 5.8.2 shall limit amounts due and owing under any PAP.

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

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

5.9 Indemnity

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

5.9.1.1 Each of the Parties agrees to release, indemnify, defend and hold harmless the other Party and each of its officers, directors, employees and agents (each an Indemnitee) from and against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or unknown, liquidated or unliquidated including, but not limited to, reasonable costs and expenses (including attorneys' fees), whether suffered, made, instituted, or asserted by any Person or entity, for invasion of privacy, bodily injury or death of any Person or Persons, or for loss, damage to, or destruction of tangible property, whether or not owned by others, resulting from the Indemnifying Party's breach of or failure to perform under this Agreement, regardless of the form of action, whether in contract, warranty, strict liability, or tort including (without limitation) negligence of any kind.

5.9.1.2 In the case of claims or loss alleged or incurred by an End User Customer

of either Party arising out of or in connection with services provided to the End User Customer by the Party, the Party whose End User Customer alleged or incurred such claims or loss (the Indemnifying Party) shall defend and indemnify the other Party and each of its officers, directors, employees and agents (collectively the Indemnified Party) against any and all such claims or loss by the Indemnifying Party's End User Customers regardless of whether the underlying service was provided by the Indemnified Party, unless the loss was caused by the willful misconduct of the Indemnified Party. The obligation to indemnify with respect to claims of the Indemnifying Party's End User Customers shall not extend to any claims for physical bodily injury or death of any Person or persons, or for loss, damage to, or destruction of tangible property, whether or not owned by others, alleged to have resulted directly from the negligence or intentional conduct of the employees, contractors, agents, or other representatives of the Indemnified Party.

5.9.2 The indemnification provided herein shall be conditioned upon:

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

5.9.2.2 If the Indemnifying Party wishes to defend against such action, it shall give written notice to the Indemnified Party of acceptance of the defense of such action. In such event, the Indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the Indemnified Party may engage separate legal counsel only at its sole cost and expense. In the event that the Indemnifying Party does not accept the defense of the action, the Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate with the other Party in the defense of any such action and the relevant records of each Party shall be available to the other Party with respect to any such defense.

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

5.10 Intellectual Property

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

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

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

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

5.10.4 Except as expressly provided in this Intellectual Property Section, nothing in this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, logo, trademark, trade name, trade secret or any other intellectual

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

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

5.10.6 For purposes of resale only and notwithstanding the above, unless otherwise prohibited by Qwest pursuant to an applicable provision herein, PMT may use the phrase "PMT is a Reseller of Qwest Services" (the Authorized Phrase) in PMT's printed materials provided:

5.10.6.1 The Authorized Phrase is not used in connection with any goods or services other than Qwest services resold by PMT.

5.10.6.2 PMT's use of the Authorized Phrase does not cause End User Customers to believe that PMT is Qwest.

5.10.6.3 The Authorized Phrase, when displayed, appears only in text form (PMT may not use the Qwest logo) with all letters being the same font and point size. The point size of the Authorized Phrase shall be no greater than one fourth the point size of the smallest use of PMT's name and in no event shall exceed 8 point size.

5.10.6.4 PMT shall provide all printed materials using the Authorized Phrase to Qwest for its prior written approval.

5.10.6.5 If Qwest determines that PMT's use of the Authorized Phrase causes End User Customer confusion, Qwest may immediately terminate PMT's right to use the Authorized Phrase.

5.10.6.6 Upon termination of PMT's right to use the Authorized Phrase or termination of this Agreement, all permission or right to use the Authorized Phrase shall immediately cease to exist and PMT shall immediately cease any and all such use of the Authorized Phrase. PMT shall either promptly return to Qwest or destroy all materials in its possession or control displaying the Authorized Phrase.

5.10.7 Qwest and PMT each recognize that nothing contained in this Agreement is intended as an assignment or grant to the other of any right, title or interest in or to the trademarks or service marks of the other (the Marks) and that this Agreement does not confer any right or license to grant sublicenses or permission to third parties to use the Marks of the other and is not assignable. Neither Party will do anything inconsistent with the other's ownership of their respective Marks, and all rights, if any, that may be acquired by use of the

Marks shall inure to the benefit of their respective Owners. The Parties shall comply with all Applicable Law governing Marks worldwide and neither Party will infringe the Marks of the other.

5.10.8 Upon request, for all intellectual property owned or controlled by a third party and licensed to Qwest associated with the Network Services provided by Qwest under this Agreement, either on the Effective Date or at any time during the term of the Agreement, Qwest shall within ten (10) business days, unless there are extraordinary circumstances in which case Qwest will negotiate an agreed upon date, then disclose to PMT in writing (i) the name of the Party owning, controlling or licensing such intellectual property, (ii) the facilities or equipment associated with such intellectual property, (iii) the nature of the intellectual property, and (iv) the relevant agreements or licenses governing Qwest's use of the intellectual property. Except to the extent Qwest is prohibited by confidentiality or other provisions of an agreement or license from disclosing to PMT any relevant agreement or license within ten (10) business days of a request by PMT, Qwest shall provide copies of any relevant agreements or licenses governing Qwest's use of the intellectual property to PMT. To the extent Qwest is prohibited by confidentiality or other provisions of an agreement or license from disclosing to PMT any relevant agreement or license, Qwest shall immediately, within ten (10) business days (i) disclose so much of it as is not prohibited, and (ii) exercise best efforts to cause the vendor, licensor or other beneficiary of the confidentiality provisions to agree to disclosure of the remaining portions under terms and conditions equivalent to those governing access by and disclosure to Qwest.

5.11 Warranties

5.11.1 EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THAT ALL PRODUCTS AND SERVICES PROVIDED HEREUNDER ARE PROVIDED "AS IS," WITH ALL FAULTS.

5.12 Assignment

5.12.1 Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may assign or transfer this Agreement to a corporate Affiliate or an entity under its common control; without the consent of the other Party, provided that the performance of this Agreement by any such assignee is guaranteed by the assignor. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

5.12.2 In the event that Qwest transfers to any unaffiliated party exchanges including End User Customers that PMT serves in whole or in part through facilities or services provided by Qwest under this Agreement, the transferee shall be deemed a successor to Qwest's responsibilities hereunder for a period of ninety (90) Days from notice to PMT of such transfer or until such later time as the Commission may direct pursuant to the Commission's then applicable statutory authority to impose such responsibilities either as a condition of the transfer or under such other state statutory authority as may give it such power. In the event of such a proposed transfer, Qwest shall use its best efforts to facilitate discussions between PMT and the

transferee with respect to transferee's assumption of Qwest's obligations pursuant to the terms of this Agreement.

5.12.3 Nothing in this section is intended to restrict PMT's rights to opt into interconnection agreements under § 252 of the Act.

5.13 Default

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

5.14 Disclaimer of Agency

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

5.15 Severability

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

5.16 Nondisclosure

5.16.1 All information, including but not limited to specifications, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data, (i) furnished by one Party to the other Party dealing with business or marketing plans, End User Customer specific, facility specific, or usage specific information, other than End User Customer information communicated for the purpose of providing Directory Assistance or publication of directory database, or (ii) in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary", or (iii) communicated and declared to the receiving Party at the time of delivery, or by written notice given to the receiving Party within ten (10) calendar Days after delivery, to be "Confidential" or "Proprietary" (collectively referred to as "Proprietary Information"), shall remain the property of the disclosing Party. A Party who

receives Proprietary Information via an oral communication may request written confirmation that the material is Proprietary Information. A Party who delivers Proprietary Information via an oral communication may request written confirmation that the Party receiving the information understands that the material is Proprietary Information. Each Party shall have the right to correct an inadvertent failure to identify information as Proprietary Information by giving written notification within thirty (30) Days after the information is disclosed. The receiving Party shall from that time forward, treat such information as Proprietary Information. To the extent permitted by Applicable Law, either Party may disclose to the other proprietary or confidential customer, technical or business information.

5.16.2 Upon request by the disclosing Party, the receiving Party shall return all tangible copies of Proprietary Information, whether written, graphic or otherwise, except that the receiving Party may retain one copy for archival purposes.

5.16.3 Each Party shall keep all of the other Party's Proprietary Information confidential and will disclose it on a need to know basis only. Each Party shall use the other Party's Proprietary Information only in connection with this Agreement and in accordance with Applicable Law, including but not limited to, 47 U.S.C. § 222. In accordance with Section 222 of the Act, when either Party receives or obtains Proprietary Information from the other Party for purposes of providing any Telecommunications Services, that Party shall use such information only for such purpose, and shall not use such information for its own marketing efforts. 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. Violations of these obligations shall subject a Party's employees to disciplinary action up to and including termination of employment. If either Party loses, or makes an unauthorized disclosure of, the other Party's Proprietary Information, it will notify such other Party immediately and use reasonable efforts to retrieve the information.

5.16.4 Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Proprietary Information as:

- a) was at the time of receipt already known to the receiving Party free of any obligation to keep it confidential evidenced by written records prepared prior to delivery by the disclosing Party; or
- b) is or becomes publicly known through no wrongful act of the receiving Party; or
- c) is rightfully received from a third Person having no direct or indirect secrecy or confidentiality obligation to the disclosing Party with respect to such information; or
- d) is independently developed by an employee, agent, or contractor of the receiving Party which individual is not involved in any manner with the provision of services pursuant to the Agreement and does not have any direct or indirect access to the Proprietary Information; or
- e) is disclosed to a third Person by the disclosing Party without similar restrictions on such third Person's rights; or
- f) is approved for release by written authorization of the disclosing Party; or
- g) is required to be disclosed by the receiving Party pursuant to Applicable Law or

regulation provided that the receiving Party shall give sufficient notice of the requirement to the disclosing Party to enable the disclosing Party to seek protective orders.

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

5.16.6 Effective Date of this Section. Notwithstanding any other provision of this Agreement, the Proprietary Information provisions of this Agreement shall apply to all information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the Effective Date.

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

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

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

5.16.9.1 The Parties may disclose, on a need to know basis only, PMT individual forecasts and forecasting information disclosed by Qwest, to Qwest's legal personnel in connection with their representation of Qwest in any dispute regarding the quality or timeliness of the forecast as it relates to any reason for which PMT provided it to Qwest under this Agreement, as well as to PMT's wholesale account managers, wholesale LIS and product managers, network and growth planning personnel responsible for preparing or responding to such forecasts or forecasting information. In no case shall retail marketing, sales or strategic planning have access to this forecasting information. The Parties will inform all of the aforementioned personnel with access to such Confidential Information, of its confidential nature and will require personnel to execute a nondisclosure agreement which states that, upon threat of termination, the aforementioned personnel may not reveal or discuss such information with those not authorized to receive it except as specifically authorized by law. Violations of these requirements shall subject the personnel to disciplinary action up to and including termination of employment.

5.16.9.1.1 Upon the specific order of the Commission, Qwest may provide the forecast information that PMT has made available to Qwest under this Agreement, provided that Qwest shall first initiate any procedures necessary to protect the confidentiality and to prevent the public release of the information pending any applicable Commission procedures and further provided that Qwest provides such notice as the Commission directs to PMT involved, in order to allow it to prosecute such procedures to their completion.

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

5.17 Survival

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

5.18 Dispute Resolution

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

5.18.2 At the written request of either Party (the Resolution Request), and prior to any other formal dispute resolution proceedings, each Party shall within seven (7) calendar Days after such Resolution Request designate a vice-presidential level employee or a representative with authority to make commitments 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.

5.18.3 If the vice-presidential level representatives or the designated representative with authority to make commitments have not reached a resolution of the Dispute within fifteen (15) calendar Days after the Resolution Request (or such longer period as agreed to in writing by the Parties), or if either Party fails to designate such vice-presidential level representative or their representative with authority to make commitments within seven (7) calendar Days after the date of the Resolution Request, then either Party may request that the Dispute be settled by arbitration. Notwithstanding the foregoing, a Party may request that the Dispute be settled by arbitration two (2) calendar Days after the Resolution Request pursuant to the terms of Section 5.18.3.1. In any case, the arbitration proceeding shall be conducted by a single arbitrator, knowledgeable about the Telecommunications industry unless the Dispute involves amounts exceeding five million (\$5,000,000) in which case the proceeding shall be conducted by a panel of three (3) arbitrators, knowledgeable about the Telecommunications industry. The arbitration proceedings shall be conducted under the then-current rules for commercial disputes of the American Arbitration Association (AAA) or J.A.M.S./Endispute, at the election of the Party that initiates dispute resolution under this Section 5.18. Such rules and procedures shall apply notwithstanding any part of such rules that may limit their availability for resolution of a Dispute. The Federal Arbitration Act, 9 U.S.C. Sections 1-16, not state law, shall govern the arbitrability of the Dispute. The arbitrator shall not have authority to award punitive damages. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Each Party shall bear its own costs and attorneys' fees, and shall share equally in the fees and expenses of the arbitrator. The arbitration proceedings shall occur in the Denver, Colorado metropolitan area or in another mutually agreeable location. It is acknowledged that the Parties, by mutual, written agreement, may change any of these arbitration practices for a particular, some, or all Dispute(s). The Party which sends the Resolution Request must notify the Secretary of the Commission of the arbitration proceeding within forty-eight (48) hours of the determination to arbitrate.

5.18.3.1 All expedited procedures prescribed by the AAA or J.A.M.S./Endispute rules, as the case may be, shall apply to Disputes affecting the ability of a Party to provide uninterrupted, high quality services to its End User Customers, or as otherwise called for in this Agreement. A Party may seek expedited resolution of a Dispute if the vice-presidential level representative, or other representative with authority to make commitments, have not reached a resolution of the Dispute within two (2) calendar Days after the Resolution Request. In the event the Parties do not agree that a service affecting Dispute exists, the Dispute resolution shall commence under the expedited process set forth in this Section 5.18.3.1, however, the first matter to be addressed by the arbitrator shall be the applicability of such process to such Dispute.

5.18.3.2 There shall be no discovery except for the exchange of documents deemed necessary by the arbitrator to an understanding and determination of the Dispute. Qwest and PMT shall attempt, in good faith, to agree on a plan for such document discovery. Should they fail to agree, either Qwest or PMT may request a joint meeting or conference call with the arbitrator. The arbitrator shall resolve any Disputes between Qwest and PMT, and such resolution with respect to the need, scope, manner, and timing of discovery shall be final and binding.

5.18.3.3 Arbitrator's Decision

5.18.3.3.1 The arbitrator's decision and award shall be in writing and shall state concisely the reasons for the award, including the arbitrator's findings of fact and conclusions of law.

5.18.3.3.2 An interlocutory decision and award of the arbitrator granting or denying an application for preliminary injunctive relief may be challenged in a forum of competent jurisdiction immediately, but no later than ten (10) business days after the appellant's receipt of the decision challenged. During the pendency of any such challenge, any injunction ordered by the arbitrator shall remain in effect, but the enjoined Party may make an application to the arbitrator for appropriate security for the payment of such costs and damages as may be incurred or suffered by it if it is found to have been wrongfully enjoined, if such security has not previously been ordered. If the authority of competent jurisdiction determines that it will review a decision granting or denying an application for preliminary injunctive relief, such review shall be conducted on an expedited basis.

5.18.3.4 To the extent that any information or materials disclosed in the course of an arbitration proceeding contain proprietary, trade secret or Confidential Information of either Party, it shall be safeguarded in accordance with Section 5.16 of this Agreement, or if the Parties mutually agree, such other appropriate agreement for the protection of proprietary, trade secret or Confidential Information that the Parties negotiate. However, nothing in such negotiated agreement shall be construed to prevent either Party from disclosing the other Party's information to the arbitrator in connection with or in anticipation of an arbitration proceeding, provided, however, that the Party seeking to disclose the information shall first provide fifteen (15) calendar Days notice to the disclosing Party so that that Party, with the cooperation of the other Party, may seek a protective order from the arbitrator. Except as the Parties otherwise agree, or as the arbitrator for good cause orders, the arbitration proceedings, including hearings, briefs, orders, pleadings and discovery shall not be deemed confidential and may be disclosed at the discretion of either Party, unless it is subject to being safeguarded as proprietary, trade secret or Confidential Information, in which event the procedures for disclosure of such information shall apply.

5.18.4 Should it become necessary to resort to court proceedings to enforce a Party's compliance with the dispute resolution process set forth herein, and the court directs or otherwise requires compliance herewith, then all of the costs and expenses, including its reasonable attorney fees, incurred by the Party requesting such enforcement shall be reimbursed by the non-complying Party to the requesting Party.

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

5.18.6 Nothing in this Section is intended to divest or limit the jurisdiction and authority of the Commission or the FCC as provided by state and federal law.

5.18.7 In the event of a conflict between this Agreement and the rules prescribed by the AAA or J.A.M.S./Endispute, this Agreement shall be controlling.

5.18.8 This Section does not apply to any claim, controversy or Dispute between the Parties, their agents, employees, officers, directors or affiliated agents concerning the misappropriation of use of intellectual property rights of a Party, including, but not limited to, the use of the trademark, tradename, trade dress or service mark of a Party.

5.19 Controlling Law

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

5.20 Responsibility for Environmental Contamination

5.20.1 Neither Party shall be liable to the other for any costs whatsoever resulting from the presence or release of any Environmental Hazard that either Party did not introduce to the affected Work Location. Both Parties shall defend and hold harmless the other, its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from (i) any Environmental Hazard that the Indemnifying Party, its contractors or agents introduce to the Work Locations or (ii) the presence or release of any Environmental Hazard for which the Indemnifying Party is responsible under Applicable Law.

5.20.2 In the event any suspect materials within Qwest-owned, operated or leased facilities are identified to be asbestos containing, PMT will ensure that to the extent any activities which it undertakes in the facility disturb such suspect materials, such PMT activities will be in accordance with applicable local, state and federal environmental and health and safety statutes and regulations. Except for abatement activities undertaken by PMT or equipment placement activities that result in the generation of asbestos-containing material, PMT does not have any responsibility for managing, nor is it the owner of, nor does it have any liability for, or in connection with, any asbestos-containing material. Qwest agrees to immediately notify PMT if Qwest undertakes any asbestos control or asbestos abatement activities that potentially could affect PMT personnel, equipment or operations, including, but not limited to, contamination of equipment.

5.21 Notices

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

Qwest Corporation
Director Interconnection Agreements
1801 California, Room 2400
Denver, CO 80202
Email: intagree@qwest.com
Phone: 303-965-3029
Fax: 303-896-7077

With copy to:
Qwest Law Department
Attn: Corporate Counsel, Interconnection
1801 California Street, 10th Floor
Denver, CO 80202

and to PMT at the address shown below:

Project Mutual Telephone Cooperative Association, Inc.
Attn: Charlie Creason
507 G Street
Rupert, ID 83350
Email: ccreason@pmt.coop
Phone: 208-436-7151
Fax: 208-436-7154

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

5.22 Responsibility of Each Party

5.22.1 Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of all employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Each Party will be solely responsible for proper handling, storage, transport and disposal at its own expense of all (i) substances or materials that it or its contractors or agents bring to, create or assume control over at Work Locations, and (ii) Waste resulting 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.

5.23 No Third Party Beneficiaries

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

5.24 Publicity

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

5.25 Executed in Counterparts

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

5.26 Compliance

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

5.27 Compliance with the Communications Assistance Law Enforcement Act of 1994

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

5.28 Cooperation

5.28.1 To the extent that new processes and procedures are required, the Parties agree that this Agreement may involve the provision of Qwest services in ways such services were not previously available. Accordingly, the Parties agree to work jointly and cooperatively in testing and implementing processes for pre-ordering, ordering, maintenance, Provisioning and Billing and in reasonably resolving issues which result from such implementation on a timely basis. Electronic processes and procedures are addressed in Section 12 of this Agreement.

5.29 Amendments

5.29.1 Either Party may request an amendment to this Agreement at any time by providing to the other Party in writing information about the desired amendment and proposed language changes. If the Parties have not reached agreement on the requested amendment within sixty (60) calendar Days after receipt of the request, either Party may pursue resolution of the amendment through the Dispute Resolution provisions of this Agreement.

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

5.30 Entire Agreement

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

SECTION 6.0 – RESALE

6.1 Description

6.1.1 Qwest shall offer for resale at wholesale rates only the Telecommunications Services that it provides at retail to subscribers who are not Telecommunications Carriers specifically delineated in this Section, subject to the terms and conditions of this Section. The Qwest retail Telecommunications Services delineated within this Section are available for resale from Qwest pursuant to the Act and will include terms and conditions (except prices) in Qwest's applicable product Tariffs, catalogs, price lists, or other retail Telecommunications Services offerings. To the extent, however, that a conflict arises between the terms and conditions of the Tariff, catalog, price list, or other retail Telecommunications Services offering and this Agreement, this Agreement shall be controlling. Other retail Telecommunications Services are available for resale from Qwest pursuant to the Act upon request by PMT for an amendment to this Agreement.

6.1.2 While this Section 6.0 of this Agreement addresses the provision of certain Qwest services to PMT for resale by PMT, the Parties also acknowledge that PMT is required to provide its Telecommunications Services to Qwest for resale by Qwest. Upon request by Qwest, PMT shall make its Telecommunications Services available to Qwest for resale pursuant to the applicable provisions of the Telecommunications Act of 1996, the FCC's relevant orders and rules, and the Commission's relevant orders and rules.

6.1.3 Certain Qwest services are not available for resale under this Agreement, as noted in Section 6.2. The applicable discounts for services available for resale are identified in Exhibit A. The parties further understand and agree that the only services available for resale under this Agreement are those services available to retail end users pursuant to the Northern Idaho Private Line Transport Services Tariff and the Southern Idaho Private Line Transport Catalog.

6.2 Terms and Conditions

6.2.1 Qwest shall offer introductory training on procedures that PMT must use to access Qwest's OSS at no cost to PMT. If PMT asks Qwest personnel to travel to PMT's location to deliver training, PMT will pay Qwest's reasonable travel related expenses. Qwest may also offer to PMT other training at reasonable costs.

6.2.2 Services available for resale under this Agreement may be resold only to the same class of End User Customers to which Qwest sells such services where such restrictions have been ordered or approved by the Commission. Such restrictions are listed below in this Section 6.2.2.

6.2.2.1 For those services available for resale under Section 6.1.3, promotional

offerings of ninety (90) days or less are available for resale. Such promotions are available for resale under the same terms and conditions that are available to Qwest retail End User Customers, with no wholesale discount. Should Qwest re-offer any promotion for a sequential ninety (90) day or less promotion period following the initial ninety (90) day or less promotion period, then the initial and subsequent promotion(s) will be available to PMT for resale with any applicable wholesale discount.

6.2.2.2 Market trials of ninety (90) days or less are not available for resale.

6.2.2.3 Private line service used for Special Access is available for resale but not at a discount.

6.2.2.4 Telecommunications Services provided directly to PMT for its own use and not resold to End User Customers must be identified by PMT as such, and PMT will pay Qwest retail prices for such services.

6.2.3 Qwest shall provide to PMT Telecommunications Services for resale that are at least equal in quality and in substantially the same time and manner that Qwest provides these services to itself, its subsidiaries, its Affiliates, other Resellers, and Qwest's retail End User Customers. Qwest shall also provide resold services to PMT in accordance with the Commission's retail service quality requirements, if any. Qwest further agrees to reimburse PMT for credits or fines and penalties assessed against PMT as a result of Qwest's failure to provide service to PMT, subject to the understanding that any payments made pursuant to this provision will be an offset and credit toward any other penalties voluntarily agreed to by Qwest as part of a performance assurance plan, and further subject to the following provisions:

6.2.3.1 Qwest shall provide service credits to PMT for resold services in accordance with the Commission's retail service requirements that apply to Qwest retail services, if any. Such credits shall be limited in accordance with the following:

- a) Qwest's service credits to PMT shall be subject to the wholesale discount;
- b) Qwest shall only be liable to provide service credits in accordance with the resold services provided to PMT. Qwest is not required to provide service credits for service failures that are the fault of PMT;
- c) In no case shall Qwest's credits to PMT exceed the amount Qwest would pay a Qwest End User Customer under the service quality requirements, less any wholesale discount applicable to PMT's resold services; and
- d) In no case shall Qwest be required to provide duplicate reimbursement or payment to PMT for any service quality failure incident.

6.2.3.2 Fines and Penalties - Qwest shall be liable to pay to PMT fines and penalties for resold services in accordance with the Commission's retail service requirements that apply to Qwest retail services, if any. Such credits shall be limited in accordance with the following:

- a) Qwest's fines and penalties paid to PMT shall be subject to the wholesale discount;

- b) Qwest shall only be liable to provide fines and penalties in accordance with the resold services provided to PMT. Qwest is not required to pay fines and penalties for service failures that are the fault of PMT;
- c) Qwest shall not be liable to provide fines and penalties to PMT if PMT is not subject to the Commission's fine and penalty requirements for service quality;
- d) In no case shall Qwest's fines and penalties to PMT exceed the amount Qwest would pay the Commission under the service quality plan, less any wholesale discount applicable to PMT's resold services; and
- e) In no case shall Qwest be required to provide duplicate reimbursement or payment to PMT for any service quality failure incident.

6.2.4 In the event that there are existing agreements between PMT and Qwest for resale under Qwest retail Tariff discounts, PMT may elect to continue to obtain services for resale under the existing agreements and retail Tariff discounts, or PMT may elect to terminate such existing agreements and obtain such services by adopting this Agreement pursuant to the General Terms of this Agreement. If PMT so adopts this Agreement, the associated wholesale discount specified in Exhibit A of this Agreement will apply.

6.2.5 The Parties may not reserve blocks of telephone numbers except as allowed by Applicable Law or regulation.

6.3 Rates and Charges

6.3.1 Wholesale discounts for resold Telecommunications Services offerings are provided in Exhibit A. The Telecommunications Services offerings available for resale but excluded from the wholesale pricing arrangement in the Agreement are available at the retail Tariff, price list, catalog, or other retail Telecommunications Services offering rates. Telecommunications Services available for resale with or without a wholesale discount are subject to Commission-approved change, and any such changes shall apply from the effective date of such change on a going-forward basis only.

6.3.2 Miscellaneous Charges applicable to services ordered for resale by PMT will apply if such Miscellaneous Charges apply for equivalent services ordered by Qwest retail End User Customers, except that PMT will receive any applicable wholesale discount. Such Miscellaneous Charges include charges listed in the applicable Tariff.

6.3.3 Qwest shall timely bill new or changed Commission-ordered resale rates or charges using the effective date for such rates or charges as ordered by the Commission. If Qwest bills PMT amounts different from new or changed rates or charges after the effective date of such rates or charges, Qwest shall make appropriate bill adjustments or provide appropriate bill credits on PMT's bill(s).

6.3.4 If rates for services resold by PMT under this Agreement change, based on changes in Qwest's Tariffs, catalogs, price lists or other retail Telecommunications Services offerings, charges billed to PMT for such services will be based upon the new Tariff, catalogs, price lists, or other retail Telecommunications Services offerings rates less the applicable wholesale discount, if any, as agreed to herein or as established by Commission order. The

new rate will be effective upon the effective date of the Tariff, catalog, price list, or other retail Telecommunications Services offerings.

6.3.5 Product-specific nonrecurring charges as set forth in Qwest's applicable Tariffs, catalogs, price lists, or other retail Telecommunications Services offerings will apply when new or additional resold services are ordered and installed at PMT's request for use by PMT's End User Customers. Such nonrecurring charges will be subject to the wholesale discount, if any, that applies to the underlying service being added or changed.

6.4 Ordering Process

6.4.1 PMT, or PMT's agent, shall act as the single point of contact for its End User Customers' service needs, including without limitation, sales, service design, order taking, Provisioning, change orders, training, maintenance, trouble reports, repair, post-sale servicing, Billing, collection and inquiry. PMT's End User Customers contacting Qwest in error will be instructed to contact PMT; and Qwest's End User Customers contacting PMT in error will be instructed to contact Qwest. In responding to calls, neither Party shall make disparaging remarks about each other. To the extent the correct provider can be determined, misdirected calls received by either Party will be referred to the proper provider of local Exchange Service; however, nothing in this Agreement shall be deemed to prohibit Qwest or PMT from discussing its products and services with PMT's or Qwest's End User Customers who call the other Party seeking such information.

6.4.2 PMT shall transmit to Qwest all information necessary for the ordering (Billing, Directory Listing and other information), installation, repair, maintenance and post-installation servicing according to Qwest's standard procedures, as described in the Qwest Product Catalog (PCAT) available on Qwest's public web site located at <http://www.qwest.com/wholesale/pcat>. Information shall be provided using Qwest's designated Local Service Request (LSR) format which may include the LSR, End User Customer and resale forms.

6.4.3 Qwest will use the same performance standards and criteria for installation, Provisioning, maintenance, and repair of services provided to PMT for resale under this Agreement as Qwest provides to itself, its Affiliates, its subsidiaries, other Resellers, and Qwest retail End User Customers. The installation, Provisioning, maintenance, and repair processes for PMT's resale service requests are detailed in the Access to OSS Section of this Agreement, and are applicable whether PMT's resale service requests are submitted via Operational Support System or by facsimile.

6.4.5 If Qwest's retail End User Customer, or the End User Customer's New Service Provider orders the discontinuance of the End User Customer's existing Qwest service in anticipation of the End User Customer moving to a New Service Provider, Qwest will render its closing bill to the End User Customer, discontinuing Billing as of the date of the discontinuance of Qwest's service to the End User Customer. If the Current Service Provider, or if the End User Customer's New Service Provider orders the discontinuance of existing resold service from the Current Service Provider, Qwest will bill the Current Service Provider for service through the date the End User Customer receives resold service from the Current Service Provider. Qwest will notify PMT by Operational Support System interface, facsimile, or by other agreed-upon processes when an End User Customer moves from the Current Service Provider to a New Service Provider. Qwest will not provide the Current Service Provider with the name of the New Service Provider selected by the End User Customer.

6.4.6 PMT shall provide Qwest and Qwest shall provide PMT with points of contact for order entry, problem resolution and repair of the resold services. These points of contact will be identified for both PMT and Qwest in the event special attention is required on a service request.

6.4.7 Prior to placing orders on behalf of the End User Customer, PMT shall be responsible for obtaining and having in its possession Proof of Authorization (POA), as set forth in the POA Section of this Agreement.

6.4.8 Due Date intervals for PMT's resale service requests are established when service requests are received by Qwest through Operational Support Systems or by facsimile. Intervals provided to PMT shall be equivalent to intervals provided by Qwest to itself, its Affiliates, its subsidiaries, other Resellers, and to Qwest's retail End User Customers.

6.5 Billing

6.5.1 Qwest shall bill PMT and PMT shall be responsible for all applicable charges for the resold services as provided herein. PMT shall also be responsible for all Tariffed, cataloged, price listed, and other retail Telecommunications Services offerings charges and charges separately identified in this Agreement associated with services that PMT resells to an End User Customer under this Agreement.

6.5.2 Qwest shall provide PMT, on a monthly basis, within seven (7) to ten (10) calendar Days of the last day of the most recent Billing period, in an agreed upon standard electronic Billing format as detailed in Section 12.2.5, Billing information including (1) a summary bill, and (2) individual End User Customer sub-account information consistent with the samples available for PMT review.

6.6 Maintenance and Repair

6.6.1 Qwest will maintain its facilities and equipment used to provide PMT resold services. PMT or its End User Customers may not rearrange, move, disconnect or attempt to repair Qwest's facilities or equipment, including facilities or equipment that may terminate or be located at PMT's End User Customer's premises, other than by connection or disconnection to any interface between Qwest and the End User Customer's facilities, without the written consent of Qwest.

6.6.2 Maintenance and Repair procedures are detailed in Section 12

6.6.3 PMT and Qwest will employ the procedures for handling misdirected repair calls as specified in Section 12.3.8 of this Agreement.

SECTION 7.0 – INTERCONNECTION

7.1 Interconnection Facility Options

7.1.1 This Section describes the Interconnection of Qwest's network and PMT's network for the purpose of exchanging Exchange Service (EAS/Local traffic), Exchange Access (IntraLATA Toll) and Jointly Provided Switched Access (InterLATA and IntraLATA) traffic. Qwest will provide Interconnection at any Technically Feasible point within its network, including but not limited to, (i) the Trunk Side of a local Switch, and (ii) the trunk connection points for a

Tandem Switch,) "Interconnection" is as described in the Act and refers, in this Section of the Agreement, to the connection between networks for the purpose of transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic at points (i) and (ii) described above. Interconnection, which Qwest currently names "Local Interconnection Service" (LIS), is provided for the purpose of connecting End Office Switches to End Office Switches or End Office Switches to local or Access Tandem Switches for the exchange of Exchange Service (EAS/Local traffic); or End Office Switches to Access Tandem Switches for the exchange of Exchange Access (IntraLATA Toll) or Jointly Provided Switched Access traffic. Qwest Tandem Switch to PMT Tandem Switch connections will be provided where Technically Feasible. New or continued Qwest local Tandem Switch to Qwest Access Tandem Switch and Qwest Access Tandem Switch to Qwest Access Tandem Switch connections are not required where Qwest can demonstrate that such connections present a risk of Switch exhaust and that Qwest does not make similar use of its network to transport the local calls of its own or any Affiliate's End User Customers.

7.1.1.1 Qwest will provide to PMT Interconnection at least equal in quality to that provided to itself, to any subsidiary, Affiliate, or any other party to which it provides Interconnection. Notwithstanding specific language in other sections of this Agreement, all provisions of this Agreement regarding Interconnection are subject to this requirement. Qwest will provide Interconnection under rates, terms and conditions that are just, reasonable and non-discriminatory. In addition, Qwest shall comply with all state wholesale and retail service quality requirements.

7.1.2 Methods of Interconnection

The Parties will negotiate the facilities arrangement used to interconnect their respective networks. PMT shall establish at least one (1) physical Point of Interconnection in Qwest territory in each LATA PMT has local End User Customers. The Parties shall establish, through negotiations, at least one (1) of the following Interconnection arrangements, at any Technically Feasible point: (1) a DS1 or DS3 Qwest-provided facility; or (2) negotiated Mid-Span Meet POI facilities.

7.1.2.1 Qwest-provided Facility. Interconnection may be accomplished through the provision of a DS1 or DS3 Entrance Facility of PMT's determination. An Entrance Facility extends from the Qwest Serving Wire Center to PMT's Switch location or any Technically Feasible POI chosen by PMT. Qwest-provided Entrance Facilities may not extend beyond the area served by the Qwest Serving Wire Center. The rates for Qwest-provided Entrance Facilities are provided in Exhibit A. Qwest's private line transport service is available as an alternative to Qwest-provided Entrance Facilities, when PMT uses such private line transport service for multiple services. Entrance Facilities may not be used for Interconnection with unbundled network elements.

7.1.2.2 Mid-Span Meet POI. A Mid-Span Meet POI is a negotiated Point of Interface, limited to the Interconnection of facilities between one (1) Party's Switch and the other Party's Switch. The actual physical Point of Interface and facilities used will be subject to negotiations between the Parties. Each Party will be responsible for its portion of the build to the Mid-Span Meet POI. PMT may not use remaining capability in an existing Mid-Span Meet POI to gain access to unbundled network elements. These Mid-Span Meet POIs will consist of facilities used for the Provisioning of one-way or two-way local/IntraLATA and Jointly Provided Switched Access Interconnection trunks, as well as miscellaneous trunks such as Mass Calling Trunks, OS/DA, 911 and including

any dedicated DS1, DS3 transport trunk groups used to provision originating PMT traffic.

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

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

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

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

7.2 Exchange of Traffic

7.2.1 Description

7.2.1.1 This Section 7.2 addresses the exchange of traffic between PMT's network and Qwest's network. Where either Party interconnects and delivers traffic to the other from third parties, each Party shall bill such third parties the appropriate charges pursuant to its respective Tariffs or contractual offerings for such third party terminations. Unless otherwise agreed to by the Parties, via an amendment to this Agreement, the Parties will directly exchange traffic between their respective networks without the use of third party transit providers.

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

7.2.1.2.1 EAS/Local Exchange Service (EAS/Local) traffic as defined in this Agreement.

7.2.1.2.2 IntraLATA Toll Exchange Access (IntraLATA Toll) traffic as defined in this Agreement.

7.2.1.2.3 Jointly Provided Switched Access traffic is defined in Section 7.5.1. Jointly Provided Switched Access is associated with Meet-Point Billing.

7.2.1.2.4 Transit traffic is any traffic that originates from one (1) Telecommunications Carrier's network, transits another Telecommunications Carrier's network, and terminates to yet another Telecommunications Carrier's network. For purposes of the Agreement, transit traffic does not include traffic carried by Interexchange Carriers. That traffic is defined as Jointly Provided Switched Access. Transit service is provided by Qwest, as a local and Access Tandem Switch provider, to PMT to enable the completion of calls originated by or terminated to another Telecommunications Carrier (such as another CLEC, an existing LEC, or a wireless Carrier), which is connected to Qwest's local or Access Tandem Switches. To the extent that PMT's Switch functions as a local or Access Tandem Switch, as defined in this Agreement, PMT may also provide transit service to Qwest.

7.2.1.2.5 Traffic having special Billing or trunking requirements includes, but is not limited to, the following:

- a) Directory Assistance;
- b) 911/E911;
- c) Operator Busy Line Verify/Busy Line Interrupt;
- d) Toll Free Services;
- e) ISP-bound traffic.

7.2.2 Terms and Conditions

7.2.2.1 Transport and Termination of Exchange Service (EAS/Local) Traffic

7.2.2.1.1 Exchange Service (EAS/Local) traffic will be terminated as Local Interconnection Service (LIS).

7.2.2.1.2 As negotiated between the Parties, the transport of Exchange Service (EAS/Local) traffic may occur in several ways:

7.2.2.1.2.1 One-way or two-way trunk groups may be established. However, if either Party elects to provision its own one-way trunks for delivery of Exchange Service (EAS/Local) traffic to be terminated on the other Party's network, the other Party must also provision its own one-way trunks to the extent that traffic volumes warrant. To the extent there is a dispute, Section 5.18 applies.

7.2.2.1.2.2 PMT may purchase transport services from Qwest or from a third party, including a third party that has leased the private line transport service facility from Qwest. Such transport provides a transmission path for the LIS trunk to deliver the originating Party's Exchange Service EAS/Local traffic to the terminating Party's End Office Switch or Tandem Switch for call termination. Transport may be purchased from Qwest as Tandem Switch routed (i.e., tandem switching, tandem transmission and direct trunked transport) or direct routed (i.e.,

direct trunked transport). This Section is not intended to alter either Party's obligation under Section 251(a) of the Act.

7.2.2.1.3 When either Party utilizes the other Party's Tandem Switch for the exchange of local traffic, where there is a DS1's worth of traffic (512 CCS) between the originating Party's End Office Switch delivered to the other Party's Tandem Switch for delivery to one (1) of the other Party's End Office Switches, the originating Party will order a direct trunk group to the other Party's End Office Switch.

7.2.2.1.4 LIS ordered to a Tandem Switch will be provided as direct trunked transport between the Serving Wire Center of PMT's POI and the Tandem Switch. Tandem transmission rates, as specified in Exhibit A of this Agreement, will apply to the transport provided from the Tandem Switch to Qwest's End Office Switch.

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

7.2.2.1.6 Regardless of the number of Location Routing Numbers (LRNs) used by a PMT in a LATA, Qwest will route traffic destined for PMT's End User Customers via direct trunking where direct trunking has been established. In the event that direct trunking has not been established, such traffic shall be routed via a Qwest Tandem Switch.

7.2.2.2 Exchange Access (IntraLATA Toll) Traffic

7.2.2.2.1 Exchange Access (IntraLATA Toll) traffic shall be delivered to Qwest at the Access Tandem Switch or via separate trunks to Qwest's End Office Switch(es), as designated by PMT.

7.2.2.3 Transit Traffic

7.2.2.3.1 Qwest will accept traffic originated by PMT for termination to another CLEC, existing LEC, or wireless Carrier that is connected to Qwest's local and/or Access Tandem Switch. Qwest will also terminate traffic from these other Telecommunications Carriers to PMT. For purposes of the Agreement, transit traffic does not include traffic carried by Interexchange Carriers. That traffic is defined as Jointly Provided Switched Access.

7.2.2.3.2 To the extent Technically Feasible, the Parties involved in transporting transit traffic will deliver calls to each involved network with CCS/SS7 protocol and the appropriate ISUP/TCAP messages to facilitate full Interoperability and Billing functions.

7.2.2.3.3 The originating company is responsible for payment of appropriate rates to the transit company and to the terminating company. The

Parties agree to enter into traffic exchange agreements with third party Telecommunications Carriers prior to delivering traffic to be transited to third party Telecommunications Carriers. In the event one Party originates traffic that transits the second Party's network to reach a third party Telecommunications Carrier with whom the originating Party does not have a traffic exchange agreement, then the originating Party will indemnify, defend and hold harmless the second Party against any and all charges levied by such third party Telecommunications Carrier, including any termination charges related to such traffic and any attorneys fees and expenses. 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.

7.2.2.3.4 When Qwest receives an unqueried call from PMT to a telephone number that has been ported to another local services provider, the transit rate will apply.

7.2.2.4 Jointly Provided Switched Access. The Parties will use industry standards developed to handle the Provisioning and Billing of Jointly Provided Switched Access (MECAB, MECOD, and the Parties' FCC and state access Tariffs). Each Party will bill the IXC the appropriate portion of its Switched Access rates. Qwest will also provide the one-time notification to PMT of the billing name, billing address and Carrier identification codes of the IXCs subtending any Access Tandem Switches to which PMT directly connects. This type of traffic is discussed separately in this Section.

7.2.2.5 Interface Code Availability. Supervisory signaling specifications, and the applicable network channel interface codes for LIS trunks can be found in the Qwest Technical Publication for Local Interconnection Service 77398.

7.2.2.6 Signaling Options

7.2.2.6.1 SS7 Out-of-Band Signaling. SS7 Out-of-Band Signaling is available for LIS trunks. SS7 Out-of-Band Signaling must be requested on the order for new LIS trunks. Common Channel Signaling Access Capability Service may be obtained through the following options: (a) under Qwest Intrastate Access Tariffs; (b) as defined in the Qwest FCC Tariff # 1; or (c) from a third party signaling provider. Each of the Parties, Qwest and PMT, will provide for Interconnection of their signaling network for the mutual exchange of signaling information in accordance with the industry standards as described in Telcordia documents, including but not limited to GR-905 CORE, GR-954 CORE, GR-394 CORE and Qwest Technical Publication 77342.

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

7.2.2.6.3 MF Signaling. Interconnection trunks with MF signaling may be

ordered by PMT if the Qwest Central Office Switch does not have SS7 capability or if the Qwest Central Office Switch does not have SS7 diverse routing.

7.2.2.7 Measurement of terminating Local Interconnection Service (LIS) minutes begins when the terminating LIS entry Switch receives answer supervision from the called End User Customer's End Office Switch indicating the called End User Customer has answered. The measurement of terminating call usage over LIS trunks ends when the terminating LIS entry Switch receives disconnect supervision from either the called End User Customer's End Office Switch, indicating the called End User Customer has disconnected, or PMT's Point of Interconnection, whichever is recognized first by the entry Switch. This is commonly referred to as "conversation time." The Parties will only charge for actual minutes of use and/or fractions thereof of completed calls. Minutes of use are aggregated at the end of the Billing cycle by End Office Switch and rounded to the nearest whole minute.

7.2.2.8 LIS Forecasting

7.2.2.8.1 Both PMT and Qwest shall work in good faith to define a mutually agreed upon forecast of LIS trunking.

7.2.2.8.2 Both Parties shall have the obligation to participate in joint planning meetings at semi-annual intervals to establish trunk design and Provisioning requirements. The Parties agree to provide mutual trunk forecast information to ensure End User Customer call completion between the Parties' networks. Such forecasts shall be for LIS trunking that impacts the Switch capacity and facilities of each Party. Qwest shall provide trunk group specific projections to PMT on or before the date of the joint planning meeting.

7.2.2.8.3 Switch capacity growth requiring the addition of new switching modules may require six (6) months to order and install. To align with the timeframe needed to provide for the requested facilities, including engineering, ordering, installation and make ready activities, for capacity growth, Qwest will utilize PMT's semi-annual forecasts and near-term demand submitted on Unforecast Demand Notification Forms to ensure availability of Switch capacity.

7.2.2.8.4 The forecast will identify trunking requirements for a two (2) year period. From the semi-annual close date as outlined in the forecast cycle, the receiving Party will have one (1) month to determine network needs and place vendor orders which may require a six (6) month interval to complete the network build. Seven (7) months after submission of the forecast, Qwest will have the necessary capacity in place to meet orders against the forecast. For ordering information see Section 7.4. See also Section 7.2.2.8.6.

7.2.2.8.5 Both Parties will follow the forecasting and Provisioning requirements of this Agreement for the appropriate sizing of trunks, and use of direct End Office Switch vs. Tandem Switch routing. See Section 7.2.2.1.3.

7.2.2.8.6 LIS Forecasting Deposits: In the event of a dispute regarding forecast quantities, where in each of the preceding eighteen (18) months, the amount of trunks-required is less than fifty percent (50%) of trunks-in-service, Qwest will make capacity available in accordance with the lower forecast.

7.2.2.8.6.1 Three (3) weeks after a forecasting cycle, Qwest will provide PMT feedback in the form of a potentially lower forecast. In the event of a dispute regarding forecast quantities, where in each of the preceding eighteen (18) months, trunks-required is less than fifty percent (50%) of trunks in service each month, Qwest will make capacity available in accordance with the higher forecast if PMT provides Qwest with a deposit according to the following terms. As to the difference between the lower and higher forecast, Qwest reserves the right to require, prior to construction, a refundable deposit of up to one hundred percent (100%) of the trunk-group specific estimated cost to provision the new trunks, if PMT's trunk state-wide average utilization over the prior eighteen (18) months is less than fifty percent (50%) of trunks in service each month. Qwest will return the deposit if PMT's state-wide average trunks in service to trunk usage (utilization) ratio exceeds fifty percent (50%) within six (6) months of the forecasting period to which the deposit applies. If PMT does not achieve the fifty percent (50%) utilization within six (6) months, Qwest will retain a pro-rata portion of the deposit to cover its capital cost of Provisioning. The pro-rata shall assume a full refund when the state-wide average utilization ratio meets or exceeds fifty percent (50%) for one (1) of the six (6) months following receipt of deposit. The pro-rata assumes one-half (1/2) of the deposit is refunded when the highest state-wide average utilization ratio for any one of the six (6) months after receipt of deposit is twenty-five percent (25%). In the event Qwest does not have available facilities to provision Interconnection trunking orders that PMT forecasted and for which PMT provided a deposit, Qwest will immediately refund a pro rata portion of the deposit associated with its facility shortfall. Ancillary trunk groups, such as mass calling, are excluded from the ratio.

7.2.2.8.6.2 Where there is a reasonably reliable basis for doing so, Qwest shall include in the trunks-required calculation any usage by others, including but not limited to Qwest itself, of facilities for which PMT has made deposit payments. Qwest shall not be required to credit such usage more than once in all the trunks-required calculations it must make for all CLECs in the relevant period.

7.2.2.8.7 Joint planning meetings will be used to bring clarity to the process. Each Party will provide adequate information associated with the Qwest LIS Trunk Forecast Forms in addition to its forecasts. During the joint planning meetings, both Parties shall provide information on major network projects anticipated for the following year that may impact the other Party's forecast or Interconnection requirements. No later than two (2) weeks prior to the joint planning meetings, the Parties shall exchange information to facilitate the planning process. Qwest shall provide PMT a report reflecting then current spare capacity at each Qwest Switch that may impact the Interconnection traffic. Qwest shall also provide a report reflecting then current blocking of local direct and alternate final trunk groups, Interconnection and non-Interconnection alike. PMT will be provided Interconnection trunk group data on its own trunks. Qwest shall also provide a report reflecting Tandem Switch routed Interconnection trunking that has exceeded 512BHCCS. The information is Proprietary, provided

under non-disclosure and is to be used solely for Interconnection network planning.

7.2.2.8.8 In addition to the above information, PMT shall provide:

- a) Completed Qwest LIS Trunk Forecast Forms; and
- b) Any planned use of an alternate Tandem Switch provider.

7.2.2.8.9 In addition to the above information, the following information will be available through the Local Exchange Routing Guide or the Interconnections (ICONN) Database. The LERG is available through Telcordia. ICONN is available through the Qwest Web site.

- a) Qwest Tandem Switches and Qwest End Office Switches (LERG);
- b) CLLI codes (LERG);
- c) Business/Residence line counts (ICONN);
- d) Switch type (LERG or ICONN); and
- e) Current and planned Switch generics (ICONN).

Qwest will notify PMT six (6) months prior to LERG amendment, the anticipation of a new local Tandem Switch.

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

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

7.2.2.8.12 The following terms shall apply to the forecasting process:

7.2.2.8.12.1 PMT forecasts may be provided to Qwest as detailed in Qwest's Trunk Forecast Form;

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

7.2.2.8.13 If a trunk group is consistently utilized (trunks-required over trunks-in-service) at less than fifty percent (50%) of rated busy-hour capacity each month of any consecutive three (3) month period, Qwest will notify PMT of

Qwest's desire to resize the trunk group. Such notification shall include Qwest's information on current utilization levels. If PMT does not submit an ASR to resize the trunk group or provide Qwest with its reasons for maintaining excess capacity within thirty (30) calendar Days of the written notification, Qwest may reclaim the unused facilities and rearrange the trunk group. When reclamation does occur, Qwest shall not leave the PMT-assigned trunk group with less than twenty-five percent (25%) excess capacity. Ancillary trunk groups are excluded from this treatment.

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

7.2.2.8.15 Interconnection facilities provided on a route that involves extraordinary circumstances may be subject to the Construction Charges, as detailed in Section 19 of this Agreement. When Qwest claims extraordinary circumstances exist, it must apply to the Commission for approval of such charges by showing that PMT alone is the sole cause of such construction. Qwest shall initiate such proceeding within ten (10) calendar Days of notifying PMT in writing that it will not construct the requested facilities, or within ten (10) calendar Days of notice from PMT in writing that Qwest must either commence construction of the facilities or initiate such proceeding with the Commission. In this proceeding, Qwest shall not object to using the most expeditious procedure available under state law, rule or regulation. Qwest shall be relieved of its obligation of constructing such facilities during the pendency of the proceeding before the Commission. If the Commission approves such charges, Qwest and PMT will share costs in proportion to each Party's use of the overall capacity of the route involved. Qwest and PMT may also choose to work in good faith to identify and locate alternative routes that can be used to accommodate PMT forecasted build. Extraordinary circumstances include, but are not limited to, natural obstructions such as lakes, rivers, or steep terrain, and legal obstructions such as governmental, federal, Native American or private rights of way. The standard Qwest forecast period of six (6) months may not apply under these circumstances. Construction Charges shall not apply in the event that construction is an augment of an existing route.

7.2.2.9 Trunking Requirements

7.2.2.9.1 The Parties will provide designed Interconnection facilities that meet the same technical criteria and service standards, such as probability of blocking in peak hours and transmission standards, in accordance with current industry standards, state requirements and standards provided for in the ROC and incorporated herein by reference.

7.2.2.9.1.1 Qwest shall provide monthly reports to PMT on all Interconnection trunk groups and quarterly reports on all interoffice trunk groups carrying EAS/Local traffic between Qwest Tandem Switches and Qwest End Office Switches. The reports will contain busy hour traffic data, including but not limited to, overflow and the number of trunks in each trunk group.

7.2.2.9.2 Separate trunk groups may be established based on Billing,

signaling, and network requirements. The following is the current list of traffic types that require separate trunk groups, unless specifically otherwise stated in this Agreement.

- a) Directory Assistance trunks (where the Switch type requires separation from operator services trunks);
- b) 911/E911 trunks;
- c) Operator services trunks (where the Switch type requires separation from Directory Assistance trunks);
- d) Mass calling trunks, if applicable.

7.2.2.9.2.1 Exchange Service (EAS/Local), ISP-Bound Traffic, Exchange Access (IntraLATA Toll carried solely by Local Exchange Carriers), and Jointly Provided Switched Access (InterLATA and IntraLATA Toll involving a third party IXC) may be combined in a single LIS trunk group or transmitted on separate LIS trunk groups. If traffic is combined, Section 7.3.9 of this Agreement applies.

7.2.2.9.2.2 Exchange Service (EAS/Local) traffic shall not be combined with Switched Access, not including Jointly Provided Switched Access, on the same trunk group, i.e. EAS/Local may not be combined with FGD to a Qwest Access Tandem Switch and/or End Office Switch.

7.2.2.9.3 Trunk group connections will be made at a DS1 or multiple DS1 level for exchange of EAS/Local, and IntraLATA Toll/Jointly Provided Switched Access traffic. Directory Assistance, 911/E911, operator Busy Line Interrupt and Busy Line Verify; and Toll Free Service trunk groups may be made below a DS1 level, as negotiated.

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

- a) The Parties will provision all trunking using SS7/CCS capabilities. Exceptions to this arrangement would be limited to operator services trunking, Directory Assistance trunking, 911 trunking and any others currently available in the Qwest network only on MF signaling. Qwest will not require a Bona Fide Request to accomplish Interconnection with a Qwest Central Office Switch not currently equipped for SS7 and where MF signaling is used. When the SS7/CCS option becomes available in the Qwest network for said trunking, the Parties will provision new trunks using SS7. In addition, the Parties will jointly work to convert existing trunking to SS7, as appropriate.
- b) When the Parties interconnect via CCS for Jointly Provided Switched Access Service, the Tandem Switch provider will provide MF/CCS interworking as required for Interconnection with Interexchange Carriers who use MF signaling.

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

7.2.2.9.5.1 Qwest will allow Interconnection for the exchange of local traffic at Qwest's Access Tandem Switch without requiring Interconnection at the local Tandem Switch, at least in those circumstances when traffic volumes do not justify direct connection to the local Tandem Switch; and regardless of whether capacity at the Access Tandem Switch is exhausted or forecasted to exhaust.

7.2.2.9.6 To the extent Qwest is using a specific End Office Switch to deliver limited Tandem Switch functionality to itself, a wireless service provider, another CLEC, or another ILEC, it will arrange the same trunking for PMT.

7.2.2.9.7 Alternate Traffic Routing. If PMT has a LIS arrangement which provides two (2) paths to a Qwest End Office Switch (one (1) route via a Tandem Switch and one (1) direct route), PMT may elect to utilize alternate traffic routing. PMT traffic will be offered first to the direct trunk group (also referred to as the "primary high" route) and then overflow to the Tandem Switch group (also referred to as the "alternate final" route) for completion to Qwest End Office Switches.

7.2.2.9.8 Host-Remote. When a Qwest Wire Center is served by a remote End Office Switch, PMT may deliver traffic to the host Central Office or to the Tandem Switch. PMT may deliver traffic directly to the remote End Office Switch only to the extent Qwest has arranged similar trunking for itself or others.

7.2.2.10 Testing

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

7.2.2.10.2 Testing Capabilities

7.2.2.10.2.1 LIS Acceptance Testing is provided where equipment is available, with the following test lines: seven-digit access to balance (100 type), milliwatt (102 type), nonsynchronous or synchronous,

automatic transmission measuring (105 type), data transmission (107 type), loop-around, short circuit, open circuit, and non-inverting digital loop-back (108 type), and such other acceptance testing that may be needed to ensure that the service is operational and meets the applicable technical parameters.

7.2.2.10.2.2 In addition to LIS acceptance testing, other tests are available (e.g., additional cooperative acceptance testing, automatic scheduled testing, cooperative scheduled testing, manual scheduled testing, and non-scheduled testing) at the applicable Qwest Tariff rates. Testing fees will be paid by PMT when requesting this type of testing.

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

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

7.3 Reciprocal Compensation

7.3.1 Interconnection Facility Options

The Reciprocal Compensation provisions of this Agreement shall apply to the exchange of Exchange Service (EAS/Local) traffic between PMT's network and Qwest's network. Where either Party acts as an IntraLATA Toll provider, each Party shall bill the other the appropriate charges pursuant to its respective tariff or price lists. Where either Party interconnects and delivers traffic to the other from third parties, each Party shall bill such third parties the appropriate charges pursuant to its respective tariffs, price lists or contractual offerings for such third party terminations. Absent a separately negotiated agreement to the contrary, the Parties will directly exchange traffic between their respective networks without the use of third party transit providers.

7.3.1.1 Entrance Facilities

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

7.3.1.1.2 If PMT chooses to use an existing facility purchased as private line transport service from the Qwest state or FCC access Tariffs, the rates from those Tariffs will apply.

7.3.1.1.3 If the Parties elect to establish LIS two-way trunks, for reciprocal exchange of Exchange Service (EAS/Local) traffic, the cost of the LIS two-way facilities shall be shared among the Parties by reducing the LIS two-way Entrance Facility (EF) rate element charges as follows:

7.3.1.1.3.1 The provider of the LIS two-way Entrance Facility (EF) will initially share the cost of the LIS two-way EF by assuming an

initial relative use factor (RUF) of fifty percent (50%) for a minimum of one (1) quarter if the Parties have not exchanged LIS traffic previously. The nominal charge to the other Party for the use of the EF, as described in Exhibit A, shall be reduced by this initial relative use factor. Payments by the other Party will be according to this initial relative use factor for a minimum of one (1) quarter. The initial relative use factor will continue for both bill reduction and payments until the Parties agree to a new factor, based upon actual minutes of use data for non-ISP-bound traffic to substantiate a change in that factor. If PMT's End User Customers are assigned NPA-NXXs associated with a rate center different from the rate center where the End User Customers are physically located, traffic that does not originate and terminate within the same Qwest local calling area (as approved by the Commission), regardless of the called and calling NPA-NXXs involving those End User Customers, is referred to as "VNXX traffic." For purposes of determining the relative use factor, the terminating carrier is responsible for ISP-bound traffic and for VNXX traffic. If either Party demonstrates with traffic data that actual minutes of use during the previous quarter justifies a new relative use factor, that Party will send a notice to the other Party. The new factor will be calculated based upon Exhibit H. Once the Parties finalize a new factor, bill reductions and payments will apply going forward from the date the original notice was sent. ISP-bound traffic or traffic delivered to Enhanced Service providers is interstate in nature. Qwest has never agreed to exchange VNXX traffic with PMT.

7.3.2 Direct Trunked Transport

7.3.2.1 Either Party may elect to purchase direct trunked transport from the other Party.

7.3.2.1.1 Direct trunked transport (DTT) is available between the Serving Wire Center of the POI and the terminating Party's Tandem Switch or End Office Switches. The applicable rates are described in Exhibit A. DTT facilities are provided as dedicated DS3, DS1 or DS0 facilities.

7.3.2.1.2 When DTT is provided to a local or Access Tandem Switch for Exchange Service (EAS/Local) traffic, or to an Access Tandem Switch 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 Switch. Additional rate elements for delivery of traffic to the terminating End Office Switch are tandem switching and tandem transmission. These rates are described below.

7.3.2.1.3 Mileage shall be measured for DTT based on V&H coordinates between the Serving Wire Center and the local/Access Tandem Switch or End Office Switch.

7.3.2.1.4 Fixed Charges per DS0, DS1 or DS3 and per mile charges are defined for DTT in Exhibit A of this Agreement.

7.3.2.2 If the Parties elect to establish LIS two-way DTT trunks, for reciprocal

exchange of Exchange Service (EAS/Local) traffic, the cost of the LIS two-way DTT facilities shall be shared among the Parties by reducing the LIS two-way DTT rate element charges as follows:

7.3.2.2.1 The provider of the LIS two-way DTT facility will initially share the cost of the LIS two-way DTT facility by assuming an initial relative use factor of fifty percent (50%) for a minimum of one (1) quarter if the Parties have not exchanged LIS traffic previously. The nominal charge to the other Party for the use of the DTT facility, as described in Exhibit A, shall be reduced by this initial relative use factor. Payments by the other Party will be according to this initial relative use factor for a minimum of one (1) quarter. The initial relative use factor will continue for both bill reduction and payments until the Parties agree to a new factor, based upon actual minutes of use data for non-ISP-bound traffic to substantiate a change in that factor. If PMT's End User Customers are assigned NPA-NXXs associated with a rate center other than the rate center where the End User Customers are physically located, traffic that does not originate and terminate within the same Qwest local calling area (as approved by the Commission), regardless of the called and calling NPA-NXXs involving those End User Customers, is referred to as "VNXX traffic." For purposes of determining the relative use factor, the terminating carrier is responsible for ISP-bound traffic and for VNXX traffic. If either Party demonstrates with traffic data that actual minutes of use during the previous quarter justifies a new relative use factor, that Party will send a notice to the other Party. The new factor will be calculated based upon Exhibit H. Once the Parties finalize a new factor, bill reductions and payments will apply going forward from the date the original notice was sent. ISP-bound traffic is interstate in nature. Qwest has never agreed to exchange VNXX traffic with PMT.

7.3.2.3 Multiplexing options (DS1/DS3 MUX or DS0/DS1 MUX) are available at rates described in Exhibit A.

7.3.3 Trunk Nonrecurring charges

7.3.3.1 Installation nonrecurring charges may be assessed by the provider for each LIS trunk ordered. Qwest rates are specified in Exhibit A.

7.3.3.2 Nonrecurring charges for rearrangement may be assessed by the provider for each LIS trunk rearrangement ordered, at one-half (1/2) the rates specified in Exhibit A.

7.3.4 Exchange Service (EAS/Local) Traffic

7.3.4.1 End Office Switch Call Termination

7.3.4.1.1 The Parties agree that call termination rates as described in Exhibit A will apply reciprocally for the termination of EAS/Local traffic per minute of use. If the exchange of EAS/Local traffic between the Parties is within +/- 10% of balance (as measured monthly), the Parties agree that their respective call termination charges will offset one another, and no compensation will be paid. The Parties agree to perform monthly joint traffic audits, based upon mutually agreeable measurement criteria and auditing standards. In the event

that the exchange of traffic is not in balance as described above, the call termination charges in Exhibit A will apply.

7.3.4.1.2 Reserved for Future Use.

7.3.4.1.3 Reserved for Future Use.

7.3.4.1.4 Neither Party shall be responsible to the other for call termination charges associated with third party traffic that transits such Party's network.

7.3.4.2 Tandem Switched Transport

7.3.4.2.1 For traffic delivered through a Qwest or CLEC tandem Switch (as defined in this Agreement), the Parties agree that, based upon the fact that the traffic exchanged between the Parties historically has been roughly balanced, tandem switched transport functions for Exchange Service (EAS/Local) non-transit traffic shall be compensated based upon the bill and keep compensation mechanism. Bill and keep will apply to both the tandem switching rate and the tandem transmission rate.

7.3.4.2.2 Reserved for Future Use.

7.3.4.2.3 Reserved for Future Use.

7.3.4.2.4 When Qwest receives an unqueried call from CLEC to a number that has been ported to another CLEC switch within the EAS/Local calling area, and Qwest performs the query, mileage sensitive tandem transmission rates will apply which reflect the distance to the end office to which the call has been ported.

7.3.4.2.4.1 To determine the responsible originating Carrier of unqueried calls for purposes of identification of the Carrier to bill LNP query charges, Qwest and CLEC are required to utilize the Number Portability Administration Center (NPAC) database, or another database that is supported by OBF.

7.3.4.3 Reserved for Future Use.

7.3.4.4 Reserved for Future Use.

7.3.5 Miscellaneous Charges

7.3.5.1 Cancellation charges will apply to cancelled LIS trunk orders, based upon the critical dates, terms and conditions in accordance with the Access Service Tariff Section 5.2.3, and the trunk nonrecurring charges referenced in this Agreement.

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

7.3.6 ISP-bound Traffic

7.3.6.1 The Parties agree that ISP-bound traffic is Interstate traffic and governed by the FCC's Order on Remand and Report and Order (Intercarrier Compensation for ISP-bound Traffic) CC Docket 01-131 (FCC ISP Order), effective June 14, 2001. However, the Parties agree to exchange ISP-bound traffic utilizing the bill and keep compensation mechanism. Bill and keep will apply to both end office call termination and tandem switched transport of ISP-bound traffic.

7.3.7 Transit Traffic

The following rates will apply:

7.3.7.1 Exchange Service and Information Service Transit: The applicable LIS tandem switching and tandem transmission rates at the assumed mileage contained in Exhibit A of this Agreement, apply to the originating Party. The assumed mileage will be modified to reflect actual mileage, where the mileage can be measured, based on negotiations between the Parties.

7.3.7.2 IntraLATA Toll Transit: The applicable Qwest Tariffed Switched Access tandem switching and tandem transmission rates apply to the originating CLEC or LEC. The assumed mileage contained in Exhibit A of this Agreement shall apply.

7.3.7.3 Jointly Provided Switched Access: The applicable Switched Access rates will be billed by the Parties to the IXC based on MECAB guidelines and each Party's respective FCC and state access tariffs.

7.3.8 Signaling Parameters: Qwest and PMT are required to provide each other the proper signaling information (e.g., originating Calling Party Number and destination called party number, etc.) per 47 CFR 64.1601 to enable each Party to issue bills in a complete and timely fashion. All CCS signaling parameters will be provided including Calling Party Number (CPN), Originating Line Information Parameter (OLIP) on calls to 8XX telephone numbers, calling party category, Charge Number, etc. All privacy indicators will be honored. If either Party fails to provide CPN (valid originating information), and cannot substantiate technical restrictions (i.e., MF signaling) such traffic will be billed as Switched Access. Traffic sent to the other Party without CPN (valid originating information) will be handled in the following manner. The transit provider will be responsible for only its portion of this traffic, which will not exceed more than five percent (5%) of the total Exchange Service (EAS/Local) and Exchange Access (IntraLATA Toll) traffic delivered to the other Party. The Switch owner will provide to the other Party, upon request, information to demonstrate that Party's portion of no-CPN traffic does not exceed five percent (5%) of the total traffic delivered. The Parties will coordinate and exchange data as necessary to determine the cause of the CPN failure and to assist its correction.

7.3.9 To the extent a Party combines Exchange Service (EAS/Local), Exchange Access (IntraLATA Toll carried solely by Local Exchange Carriers), and Jointly Provided Switched Access (InterLATA and IntraLATA calls exchanged with a third party IXC) traffic on a single LIS trunk group, the originating Party, at the terminating Party's request will declare quarterly PLU(s). Such PLUs will be verifiable with either call summary records utilizing Calling Party Number information for jurisdictionalization or call detail samples. The terminating Party should apportion per minute of use (MOU) charges appropriately.

7.4 Ordering

7.4.1 When ordering LIS, the ordering Party shall specify requirements on the Access Service Request (ASR): 1) the type and number of Interconnection facilities to terminate at the Point of Interconnection in the Serving Wire Center; 2) the type of interoffice transport, (i.e., direct trunked transport or tandem switched transport); 3) the number of Ports to be provisioned at an End Office Switch or local Tandem Switch; and 4) any optional features. When the ordering Party requests facilities, routing, or optional features different than those determined to be available, the Parties will work cooperatively in determining an acceptable configuration, based on available facilities, equipment and routing plans.

7.4.2 For each NXX Code assigned to PMT by the NANPA, PMT will provide Qwest with the CLLI codes of the Qwest Tandem Switches and PMT's Point of Interface to which traffic associated with the NXX will be routed. For NXX Codes assigned to existing LIS trunk groups, PMT 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 NPA NXX Code Request Routing Form available on the Qwest web site:

http://www.qwest.com/wholesale/notices/npa_nxxProcess.html.

Either Party shall respond to a special request for a NPA NXX Code Request Routing Form when a single Switch is served by multiple trunk groups.

7.4.3 When either Party has ordered a DS3 Entrance Facility or private line facility, that Party will order the appropriate DS1 facility required and identify the channels of the DS3 to be used to provide circuit facility assignments (CFA). Also, if either Party has provided or ordered a DS1 Entrance Facility or private line facility, that Party will be responsible for identification of the DS0 channels of the DS1 private line to be used to provide CFA.

7.4.4 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. The Parties will provide their best estimate of the traffic distribution to each End Office Switch subtending the Tandem Switch.

7.4.5 Service intervals and Due Dates for initial establishment of trunking arrangements at each new Switch location of Interconnection between the Parties will be determined on an Individual Case Basis.

7.4.6 Qwest will establish intervals for the provision of LIS trunks that conform to the performance objectives set forth in Section 20. Qwest will provide notice to PMT of any changes to the LIS trunk intervals consistent with the Change Management Process (CMP) applicable to the PCAT. Operational processes within Qwest work centers are discussed as part of the CMP. Qwest agrees that PMT shall not be held to the requirements of the PCAT.

7.4.7 The ordering Party may cancel an order at any time prior to notification that service is available. If the ordering Party is unable to accept service within thirty (30) calendar Days after the Service Date, the provider has the following options:

- a) The order will be canceled; cancellation charges as noted in Section 7.3.5.1 apply unless mutually agreed to by the Parties;

- b) Billing for the service will commence.

In such instances, the cancellation date or the date Billing is to commence, depending on which option is selected, will be the 31st calendar Day beyond the Service Date.

7.5 Jointly Provided Switched Access Services

7.5.1 Jointly Provided Switched Access Service is defined and governed by the FCC and state access Tariffs, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD) Guidelines, and is not modified by any provisions of this Agreement. Both Parties agree to comply with such guidelines.

7.5.2 Qwest will agree to function as the Access Service Coordinator (ASC) as defined in the Multiple Exchange Carrier Ordering and Design Guidelines (MECOD) (Technical Reference SR-TAP-000984). Qwest will provide the operational, technical and administrative support required in the planning, Provisioning and maintenance involved in the joint access Provisioning process to the IXCs. Qwest will be unable to fulfill the role of ASC if PMT does not fully comply with MECOD requirements, including filing PMT's End Office Switches and billed percentages (BPs) in the NECA 4 Tariff.

7.5.3 Qwest and PMT will each render a separate bill to the IXC, using the multiple bill, multiple tariff option.

7.5.4 A charge will apply for Category 11-01-XX and 11-50-XX records sent in an EMR mechanized format. These records are used to provide information necessary for each Party to bill the Interexchange Carrier for Jointly Provided Switched Access Services and 8XX database queries. The charge for each Billable Record created and transmitted is listed in Exhibit A of this Agreement.

7.6 Transit Records

7.6.1 Qwest and PMT will exchange wireline network usage data originated by a wireline Local Exchange Carrier (LEC) where the NXX resides in a wireline LEC Switch, transits Qwest's network, and terminates to PMT's network. Each Party agrees to provide to the other this wireline network usage data when Qwest or PMT acts as a transit provider currently or in the future. The Parties understand that this information is Carrier protected information under §222 of the Communications Act and shall be used solely for the purposes of Billing the wireline LEC. PMT will provide to Qwest information to be able to provide transit records on a mechanized basis when Technically Feasible. This includes, but is not limited to: service center information, operating company number, and state jurisdiction. Qwest and PMT agree to exchange wireline network usage data as Category 11-01-XX.

7.6.2 Qwest and PMT will exchange wireless network usage data originated by a Wireless Service Provider (WSP) where the NXX resides in a WSP Switch, transits Qwest's network, and terminates to PMT's network. Each Party agrees to provide to the other this wireless network usage data when Qwest or PMT acts as a transit provider currently or in the future. The Parties understand that this information is Carrier protected information under §222 of the Communications Act and shall be used solely for the purposes of Billing the WSP. PMT will provide to Qwest information to be able to provide transit records on a mechanized basis when Technically Feasible. This includes, but is not limited to: service center information,

operating company number and state jurisdiction. Qwest and PMT agree to exchange wireless network usage data as Category 11-01-XX.

7.6.3 A charge will apply for Category 11-01-XX records sent in an EMR mechanized format. These records are used to provide information necessary for each Party to bill the originating Carrier for transit when Technically Feasible. The charge for each Billable Record created and transmitted is listed in Exhibit A of this Agreement.

7.7 Local Interconnection Data Exchange for Billing

7.7.1 There are certain types of calls or types of Interconnection that require exchange of Billing records between the Parties, including, for example, alternate billed and Toll Free Service calls. The Parties agree that all call types must be routed between the networks, accounted for, and settled among the Parties. Certain calls will be handled via the Parties' respective operator service platforms. The Parties agree to utilize, where possible and appropriate, existing accounting and settlement systems to bill, exchange records and settle revenue.

7.7.2 The exchange of Billing records for alternate billed calls (e.g., calling card, bill-to-third-number and collect) will be distributed through the existing CMDS processes, unless otherwise separately agreed to by the Parties.

7.7.3 Inter-Company Settlements (ICS) revenues will be settled through the Calling Card and Third Number Settlement System (CATS). Each Party will provide for its own arrangements for participation in the CATS processes, through direct participation or a hosting arrangement with a direct participant.

7.7.4 Non-ICS revenue is defined as IntraLATA collect calls, calling card calls, and billed to third number calls which originate on one (1) service provider's network and are billed by another service provider located within the same Qwest geographic specific region. The Parties agree to negotiate and execute an agreement for settlement of non-ICS revenue. This separate arrangement is necessary since existing CATS processes do not permit the use of CATS for non-ICS revenue. The Parties agree that current message distribution processes, including the CMDS system or Qwest in-region facilities, can be used to transport the call records for this traffic.

7.7.5 Both Parties will provide the appropriate call records to the IntraLATA Toll Free Service provider, thus permitting the service provider to bill its End User Customers for the inbound Toll Free Service. No adjustments to bills via tapes, disks or Network Data Mover (NDM) will be made without the mutual agreement of the Parties.

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SECTION 10.0 - ANCILLARY SERVICES

10.1 Interim Number Portability (If applicable)

10.1.1 Description

10.1.1.1 Interim Number Portability (INP) service is an arrangement that allows an End User Customer to retain its dialed telephone number when switching to another service provider. INP service can be provided by Qwest to PMT or by PMT to Qwest. For the purposes of this section, the Party porting traffic to the other Party shall be referred to as the "INP Provider" and the Party receiving INP traffic for termination shall be referred to as the "INP Requestor."

10.1.1.2 INP applies to those situations where an end user elects to transfer to a new service provider and such end user also wishes to retain its existing telephone number. INP consists of INP Provider's provision to the INP Requestor the capability to route calls placed to telephone numbers assigned to the INP Provider's switches to the INP Requestor's switches. INP is available only for working telephone numbers assigned to the INP Provider's end users who request to transfer to the INP Requestor's service. Local Interconnect Service (LIS) is required for INP.

10.1.1.3 INP is available as INP-Remote Call Forwarding (INP-RCF), Direct Inward Dialing (DID), and Directory Number Route Index (DNRI) and NXX Migration. DNRI is available as either direct to an end office or through a tandem, also referred to as DNRI Tandem (RIPH) or portability hub. NXX Migration, or Local Exchange Routing Guide Reassignment, reassigns the entire Central Office Code (NXX) to the PMT Switch if the code is used solely for one End User.

10.1.1.4 Remote Call Forwarding (RCF)

10.1.1.4.1 RCF permits a call to an INP Provider's assigned telephone number to be translated to the INP Requestor's dialable local number. With the RCF solution, a permanent RCF is established in Qwest's Switch forwarding any incoming call to the number assigned and maintained in the PMT Switch.

10.1.1.4.2 INP via RCF also requires Office Equipment (OE), on a per telephone number basis. The INP Requestor will need to provide a forecast of deployment sites and estimated quantities of ported numbers to assist in an assessment of available porting methods. Each request for INP via RCF will be analyzed by the Infrastructure Availability Center, IAC, to determine if OE is available.

10.1.1.5 Direct Inward Dialing (DID)

DID permits incoming calls to be ported to the INP Requestor's Switch via a DID trunk configuration. Each DID trunk group used for INP is dedicated to carrying DID INP traffic between Qwest's End Office and PMT's Switch. The traffic on these trunks cannot overflow to other trunks. In addition, inter-Switch signaling for DID is limited to multi-frequency (MF). This precludes passing the Calling Line ID to the PMT Switch. With DID, because there is no SS7 capability, there are CLASS feature limitations. For DID, the INP Provider will deliver the dialed telephone number to the INP requestor's central office.

10.1.1.6 Directory Number Route Indexing (DNRI)

DNRI permits incoming calls to be ported to the INP Requestor's Switch via a route index. A permanent route index is assigned to the end user's ported number in the INP Provider's Switch. The INP Provider will deliver the dialed seven digit telephone number to the INP requestor's central office. INP Requestor may terminate the call as desired. Additional capacity for simultaneous call forwarding is available where technically feasible. The INP Requestor will need to specify the number of simultaneous calls to be forwarded for each number ported. DNRI tandem routing requires an additional thirty (30) day lead time to establish technical requirements for routing the ported calls.

10.1.2 Terms and Conditions

10.1.2.1 Qwest and PMT will provide INP service in a non-discriminatory manner and with as little impairment of functioning, quality, reliability and convenience as possible.

10.1.2.2 The Parties shall provide INP on a reciprocal basis to each other to the extent technically feasible, and in accordance with rules and regulations as, from time to time, prescribed by the FCC and/or the Commission.

10.1.2.3 Until the long term number portability solution, referred to as Local Number Portability (LNP), is implemented by the industry pursuant to regulations issued by the FCC or the Commission, the Parties agree to provide INP to each other through RCF, DID, DNRI and NXX migration. Local Interconnect Service (LIS) is required for INP.

10.1.2.4 Once Local Number Portability has been implemented within a Wire Center, INP will no longer be available for ordering within that Wire Center.

10.1.2.5 Upon LNP implementation, the INP offerings will be withdrawn subject to advance notice to the other Party. Both Parties will conform to the Western Region LNP Technical and Operations team guidelines and agreements for completion of INP to LNP conversion activity.

10.1.2.6 The INP Requestor's designated INP Switch must return answer and disconnect supervision to the INP Provider's Switch.

10.1.2.7 The INP Requestor will provide to the E911 database provider the network telephone number that the INP Requestor assigned to the INP Provider-assigned, ported telephone number. Updates to and maintenance of the INP information to the E911 database are the responsibility of the INP Requestor. For consistency in administration, the INP Requestor shall enter into a separate agreement with the E911 database provider.

10.1.2.8 Qwest will update its Line Information Database (LIDB) listings for ported numbers as directed by PMT. Qwest will restrict or cancel calling cards associated with these ported numbers. LIDB updates shall be completed by the Parties on the same business day each INP arrangement is activated.

10.1.2.9 An INP telephone number may be assigned by INP Requestor only to the

INP Requestor's end users located within the INP Provider's local calling area and toll rating area that is associated with the NXX of the ported number.

10.1.2.10 INP is applicable only if the INP Requestor is engaged in a reciprocal traffic exchange arrangement with the INP Provider.

10.1.2.11 Only the existing INP Provider assigned end user telephone number may be used as a ported number for INP.

10.1.2.12 An INP telephone number must be active and assigned to an end user to accommodate INP.

10.1.2.13 INP services shall not be re-sold, shared or assigned by either Party to another LEC or CLEC.

10.1.2.14 INP is not offered for NXX Codes 555, 976, 960, and coin telephones, and Service Access Codes (i.e., 500, 700, 8XX, 900). INP is not available for Feature Group A seven-digit numbers, including Foreign Exchange. Furthermore, INP numbers may not be used for mass calling events.

10.1.2.15 The ported telephone number will be returned to the Switch which originally had the ported number when the end user disconnects service from the INP Requestor. The INP Requestor shall not retain it and reassign it to another end user. The normal intercept announcement will be provided by the INP Provider for the period of time until the telephone number is reassigned by the INP Provider.

10.1.2.16 Forecasts for INP must be included in the forecasting process detailed in Section 7 of this Agreement.

10.1.2.17 NXX Migration, or Local Exchange Routing Guide Reassignment, reassigns the entire Central Office Code (NXX) to the PMT Switch if the code is used solely for one End User. Where one Party has activated an entire NXX for a single end user, or activated a substantial portion of an NXX for a single end user with the remaining numbers in that NXX either reserved for future use or otherwise unused, if such end user chooses to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned to an End Office operated by the second Party through the NANP administrator. In addition, both Parties agree to cooperate in arranging necessary updates and industry notification in the LERG (and associated industry databases, routing tables, etc.). Such transfer will be accomplished with appropriate coordination between the Parties and subject to appropriate industry lead-times (as identified in the LERG guidelines and the Central Office Code Administration guidelines) for movement of NXXs from one Switch to another. Other applications of NXX migration will be discussed by the Parties as circumstances arise.

10.1.3 Ordering

10.1.3.1 Both parties shall comply with ordering standards as developed by the industry. INP service is ordered via a Local Service Request and associated Number Portability forms. Specific details regarding the ordering of INP service is contained in the PCAT.

10.1.3.2 PMT may order INP service either manually or through an electronic interface. The electronic gateway solution for ordering service is described in Section 12 of this Agreement.

10.1.3.3 Service intervals for INP are described below. These intervals apply when facilities and network capacity is available. Where facilities or network capacity is not available, intervals are on an Individual Case Basis (ICB). Orders received after 3:00 P.M. are considered the next business day. The following service intervals have been established for interim number portability:

Number of Lines	Interval
Simple (1FR/1FB)	
1-49 lines	3 business days
50 or more lines	ICB
Complex (PBX Trunks/ISDN)	
1-8 lines or trunks	5 business days
9-16 lines or trunks	6 business days
17-24 lines or trunks	7 business days
25 or more lines or trunks	ICB
Centrex	
1-10 lines	5 business days
11-20 lines	10 business days
21 or more lines	ICB
Out of Hours Conversions	
Any quantity	ICB

10.1.3.4 Qwest will provide FOCs to PMT within a reasonable time, no later than 48 hours after receipt of complete and accurate orders for Regular POTS or Simple Business End Users. The FOC interval for all other complex orders will be within a reasonable time, no later than 8 business days from receipt of complete and accurate orders. The FOC for ICB orders will reflect an ICB FOC date.

10.1.3.5 For purposes of this Section, Qwest's normal business hours are 7:00 a.m. to 7:00 p.m., local time, Monday through Friday. PMT may also request a Frame Due Time (FDT) of 5:00 a.m. as a normal business hour, Monday through Friday. Requests for Frame Due Times other than the 5:00 a.m. or 7:00 a.m. to 7:00 p.m. normal business hours shall be considered an out of hours cut.

10.1.3.6 PMT shall request service within the normal business hours by submitting a Local Service Request (LSR) and designating the requested Frame Due Time. Requests for Frame Due Times within normal business hours will be proactively managed by Qwest to ensure that the Frame Due Time is met.

10.1.3.7 Out of Hours Cut

10.1.3.7.1 Out of hours cuts permits PMT to select either a coordinated or non-coordinated cut for INP service outside of Qwest's normal business hours.

For planning purposes, PMT shall provide Qwest with a forecast of out of hours coordinated cuts at least two weeks prior to PMT placing an order in a particular state. Forecasts should include the anticipated Frame Due Times and volumes to be ported out of hours.

10.1.3.7.2 PMT shall request out of hours cuts by submitting a Local Service Request (LSR) and designating the desired FDT outside of the normal business hours. In the Remarks section of the LSR, PMT must specify an Out of Hours cut and the type of cut (coordinated or non-coordinated).

10.1.3.7.3 The date and time for the coordinated cut may need to be negotiated between Qwest and PMT because of system downtime, Switch upgrades, Switch maintenance, and the possibility of other CLECs requesting the same FDT in the same Switch (Switch contention). Because of this up-front coordination and FDT negotiation efforts, Firm Order Confirmation (FOC) of the FDT will require additional time. In the event that this situation would occur, Qwest will negotiate with PMT to provide the FOC within a reasonable time frame.

10.1.3.7.4 Non-Coordinated Out of Hours Cut

10.1.3.7.4.1 PMT shall request out of hours non-coordinated cuts by submitting a LSR and designating a 1:00 a.m. FDT (due date) which is outside of the normal business hours. Non-coordinated cuts allow PMT to request a Qwest FDT of 1:00 a.m. where the actual cut occurs between the hours of 1:00 a.m. and 7:00 a.m., with the cut completed by 7:30 a.m. of that day (if the requested date is a business day, or by 7:30 a.m. of the next business day).

10.1.3.7.4.2 Conversion desk activities and escalation processes for non-coordinated out of hour cuts are accomplished during the business day prior to the cut.

10.1.3.7.4.3 PMT will not incur additional charges for non-coordinated out of hours cuts.

10.1.3.7.5 Coordinated Out of Hours Cut

10.1.3.7.5.1 PMT shall request a coordinated out of hours cut by submitting a LSR and designating the requested FDT.

10.1.3.7.5.2 Out of hours coordinated cuts will be managed by a Qwest project manager. Coordination of this effort requires an up-front internal planning session. Any changes to the original FDT will be negotiated with PMT and will occur prior to issuing an FOC.

10.1.3.7.5.3 PMT will incur additional charges for coordinated out of hours cuts.

10.1.3.8 End User Impacts

10.1.3.8.1 The INP Requestor is responsible for all dealings with and on behalf of its end users, including all end user account activity (e.g., end user inquiries and complaints).

10.1.3.8.2 Each Party is responsible for obtaining a Proof of Authorization from its end users who request a transfer of the end user's telephone number from the other Party.

10.1.3.8.3 The INP Provider will work cooperatively with the INP Requestor to ensure a smooth end user transition and to provide for coordination with other facilities (e.g., Loops).

10.1.3.8.4 If an end user requests transfer of service from the INP Requestor back to the INP Provider, the INP Provider may rely on that end user request to institute cancellation of the INP service. The INP Provider will provide at least 48 hours notice to the INP Requestor of the cancellation of INP service, and will work cooperatively with the INP Requestor to ensure a smooth end user transition and to provide for coordination with other facilities (e.g., Loops).

10.1.3.8.5 The INP Requestor will submit to the INP Provider a disconnect order for each ported number that is relinquished by the INP Requestor's end users. Qwest will provide an electronic interface for the purpose of ordering INP service. This interface may be accomplished by either a GUI (Graphical User Interface) or EDI (Electronic Data Interchange).

10.1.4 Maintenance and Repair

10.1.4.1 PMT is responsible for its own end users and will have the responsibility for resolution of any service trouble report(s) from its end users. End user customers of PMT will be instructed to report all cases of trouble to their Service Provider.

10.1.4.2 PMT and Qwest will provide to their respective end user customers the correct telephone numbers to call for access to their respective repair bureaus. PMT and Qwest will provide their repair contact numbers to one another on a reciprocal basis.

10.1.4.3 Qwest will work cooperatively with PMT to resolve trouble reports when the trouble condition has been isolated and found to be within a portion of the Qwest network. Qwest will perform standard tests to isolate and repair the trouble.

10.1.4.4 The trouble ticket will be closed by the functional group that corrected the trouble. This group will also contact PMT to inform them that the ticket has been closed. Current trouble codes and analysis codes will be entered to the trouble ticket.

10.1.5 Rate Elements

10.1.5.1 INP Rate Elements

In accordance with Commission requirements, Qwest recovers an appropriate allocation

of its INP costs through charges to PMT for each NXX code assigned to PMT. Per Commission Orders, a true-up will be completed semi-annually. The true-up is a mechanism for readjusting the monthly charge based on forecasted quantities, to account for actual quantities during the year. The Parties will comply with the FCC rules and Commission decisions on cost recovery for interim number portability. Exhibit A of this Agreement contains Interim Number Portability rates.

10.1.5.1.1 In accordance with Commission requirements, Qwest recovers an appropriate allocation of its INP costs through charges to PMT for each NXX code assigned to PMT. Per Commission Orders, a true-up will be completed semi-annually. The true-up is a mechanism for readjusting the monthly charge based on forecasted quantities, to account for actual quantities during the year.

10.1.5.1.2 Charges for Coordinated Out of Hours Cuts. Charges for coordinated out of hours cuts shall be based upon actual hours worked at Qwest's overtime rate, time and one-half rates for timeframes outside of Qwest's normal hours except for Sundays and Holidays. Charges for coordinated out of hours cuts on Sundays and Holidays shall be based upon Qwest's overtime premium rate, which is double time. Overtime rates will be multiplied by the number of Qwest personnel actively participating in the cut, multiplied by the number of hours required for the cut. Exhibit A of this Agreement contains overtime rates for coordinated out of hours cuts.

10.1.5.1.2.1 Qwest will schedule the appropriate number of employees prior to the cut, based upon information provided by PMT. If such information requires modification during the cut and, as a result, non-scheduled employees are required, PMT shall be charged a four hour minimum callout.

10.1.5.2 Switched Access Revenues. Qwest will comply with the FCC and Commission rules regarding the sharing of terminating access revenues. Once the End Office Switch is converted to long term number portability (LNP), PMT has the ability to directly bill the Interexchange Carrier, and no sharing of terminating access revenues is required.

10.1.5.2.1 The Switched Access rate elements are identified in Qwest's Switched Access Tariff.

10.1.5.2.2 Qwest will use ARMIS data to determine the average Minutes of Use (MOU) by jurisdiction. ARMIS data is updated on a yearly basis.

10.1.5.2.3 The number of lines to be used in determining the amount of terminating switched access will be extracted from the Qwest corporate data warehouse once each month. This database contains billed information for posted orders.

10.1.5.2.4 The calculation of the terminating Switch access charges, along with the appropriate data for the preceding month will be provided to PMT to support the payment. Qwest will pay the pass through amounts to PMT within one month. Disputes will be processed as though this credited amount were a billed amount under this Agreement.

10.2 Local Number Portability

10.2.1 Description

10.2.1.1 Local Number Portability (LNP) is defined by the FCC as the ability of users of Telecommunications Services to retain, at the same location, existing Telecommunications numbers without impairment of quality, reliability, or convenience when switching from one Telecommunications Carrier to another. Qwest will allow PMT to port telephone numbers for its End User Customers in the same manner as Qwest ports telephone numbers for Qwest End User Customers. PMT may port telephone numbers into and out of Qwest End Office Switches on behalf of an End User Customer using the FCC rules and industry guidelines as described in the following Sections.

10.2.1.2 Qwest uses the Location Routing Number (LRN) architecture. Under the LRN architecture, each End Office Switch is assigned a unique ten-digit LRN, the first six digits of which identify the location of that End Office Switch. The LRN technology is a triggering and addressing method which allows the re-homing of individual telephone numbers to other End Office Switches and ensures the proper routing of calls to ported telephone numbers through the use of a database and the signaling network. The LRN solution interrupts call processing through the use of an Advanced Intelligent Network (AIN) trigger, commonly referred to as the LRN trigger. During this interruption, a query is launched to the LNP database in the signaling network and the call is re-addressed using the LRN information for the ported telephone number. The LRN will route the call to the proper End Office Switch destination. The actual routing of the call with either the dialed telephone number, for calls to non-ported telephone numbers, or the LRN, for calls to ported telephone numbers, observes the rules, protocols and requirements of the existing Public Office Dialing Plan (PODP).

10.2.2 Terms and Conditions

10.2.2.1 Qwest will provide Local Number Portability (LNP), also known as long-term number portability, in a non-discriminatory manner in compliance with the FCC's rules and regulations and the guidelines of the FCC's North American Numbering Council's (NANC) Local Number Portability Administration (LNPA) Working Group and the Industry Numbering Committee (INC) of the Alliance for Telecommunications Industry Solutions (ATIS). Unless specifically excluded in Section 10.2.2.6, all telephone numbers assigned to an End User Customer are available to be ported through LNP. Mass calling events shall be handled in accordance with the industry's non-LRN recommendation (NANC's High Volume Call-In Networks dated February 18, 1998).

10.2.2.2 Each Party shall use reasonable efforts to facilitate the expeditious deployment of LNP. The Parties shall comply with the processes and implementation schedules for LNP deployment prescribed by the FCC. In accordance with industry guidelines, the publications of LNP capable End Office Switches and the schedule and status for future deployment will be identified in the Local Exchange Routing Guide (LERG).

10.2.2.3 In connection with the provision of LNP, the Parties agree to support and comply with all relevant requirements or guidelines that are adopted by the FCC, or state regulatory agency.

10.2.2.4 For coordination with Loops not associated with Qwest's unbundled loop offering, PMT may order the LNP managed cut, as described in Section 10.2.5.4.

10.2.2.4.1 Parties understand that LNP order activity must be coordinated with facilities cutovers in order to ensure that the End User Customer is provided with uninterrupted service. If the Party porting the telephone number experiences problems with its port or provision of its Loop, and needs to delay or cancel the port and any Loop disconnection, that Party shall notify the other Party immediately. Parties will work cooperatively and take prompt action to delay or cancel the port and any Loop disconnection in accordance with industry (LNPA's National Number Porting Operations Team), accepted procedures to minimize End User Customer service disruptions.

10.2.2.4.2 Parties shall transmit a port create subscription or port concurrence message to the NPAC, in accordance with the FCC's LNPA Working Group's guidelines. Qwest will routinely send a concurrence message within the time frames established by the industry.

10.2.2.5 The Parties agree to implement LNP within the guidelines set forth by the generic technical requirements for LNP as specified in Section 21 of this Agreement.

10.2.2.6 Neither Party shall be required to provide Local Number Portability for telephone numbers that are excluded by FCC rulings (e.g. 500 and 900 NPAs, 950 and 976 NXX number services).

10.2.2.7 After an End Office Switch becomes equipped with LNP, all NXXs assigned to that End Office Switch will be defined as portable, to the extent Technically Feasible, and translations will be changed in each Party's Switches so that the portable NXXs are available for LNP database queries. When an NXX is defined as portable, it will also be defined as portable in all LNP-capable End Office Switches that have direct trunks to the End Office Switch associated with the portable NXX.

10.2.2.8 Each Party shall offer Local Number Portability to End User Customers for any portion of an existing DID block without being required to port the entire block of DID telephone numbers. Each Party shall permit End User Customers who port a portion of DID telephone numbers to retain DID service on the remaining portion of the DID telephone numbers.

10.2.2.9 At the time of porting a telephone number via LNP from Qwest, Qwest shall ensure that the LIDB entry for that telephone number is de-provisioned if the Qwest LIDB is not being used by PMT.

10.2.2.10 Both Parties agree to follow the LNP End Office Switch request process established by the Parties and in compliance with industry guidelines.

10.2.2.11 NXX Migration, or Local Exchange Routing Guide Reassignment, reassigns the entire Central Office Code (NXX) to PMT's End Office Switch if the code is used solely for one End User Customer. Where one Party has activated an entire NXX for a single End User Customer, or activated a substantial portion of an NXX for a single End User Customer with the remaining telephone numbers in the NXX either reserved for future use or otherwise unused, if such End User Customer chooses to receive

service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned to an End Office Switch operated by the second Party through the NANP administrator. In addition, both Parties agree to cooperate in arranging necessary updates and industry notification in the LERG (and associated industry databases, routing tables, etc.). Such transfer will be accomplished with appropriate coordination between the Parties and subject to appropriate industry lead-times (as identified in the LERG and the Central Office Code Administration guidelines) for movement of NXXs from one End Office Switch to another. Other applications of NXX migration will be discussed by the Parties as circumstances arise.

10.2.2.12 In connection with all LNP requests, the Parties agree to comply with the National Emergency Number Association (NENA) recommended standards for service provider Local Number Portability (NENA-02-011), as may be updated from time to time, regarding unlocking and updating End User Customers' telephone number records in the 911/Automatic Location Information (ALI) database. The Current Service Provider shall send the 911 unlock record on the completion date of the order to the 911 database administrator.

10.2.2.13 Porting of Reserved Numbers. The End User Customers of each Party may port Reserved Numbers from one Party to the other Party via LNP. Qwest will port telephone numbers previously reserved by the End User Customer via the appropriate retail Tariffs until these reservations expire. Qwest will reserve telephone numbers in accordance with the FCC's rules.

10.2.2.14 Limits on Subscriber Relocation. Qwest and PMT agree that an End User Customer may geographically relocate at the same time as it ports its telephone number, using LNP, to the New Service Provider; provided, however, that the Current Service Provider may require that the End User Customer's relocation at the time of the port to the New Service Provider be limited to the geographic area represented by the NXX of the ported telephone number. The Current Service Provider may not impose a relocation limitation on the New Service Provider or the New Service Provider's subscribers that is more restrictive than that which the Current Service Provider would impose upon its own subscribers with telephone numbers having the same NXX as the telephone number(s) being ported. In addition, the Current Service Provider may not impose any restrictions on relocation within the same Rate Center by a ported End User Customer while that End User Customer is served by the New Service Provider.

10.2.3 Service Management System

10.2.3.1 Each Party shall sign the appropriate NPAC user agreement(s) and obtain certification from the appropriate NPAC administrator(s) that the Party or the Party's Service Order Administration (SOA) and Local Service Management System (LSMS) vendor(s) has systems and equipment that are compatible with the NPAC's established protocols and that the application of such systems and equipment is compatible with the NPAC.

10.2.3.2 Each Party shall cooperate to facilitate the administration of the SMS through the process prescribed in the documents referenced in Section 21.

10.2.4 Database and Query Services

10.2.4.1 The LNP database provides the call routing information used by Qwest's End Office Switches and Tandem Switches to route PMT's End User Customer's calls to a ported telephone number or to terminate calls to PMT's End User Customers using a ported telephone number. Qwest shall perform default LNP queries where PMT is unable to perform its own query. PMT shall perform default LNP queries where Qwest is unable to perform its own query. Qwest query services and charges are defined in FCC Tariff #5, including End Office and Tandem Switch Default Query Charges which are contained in Tariff Section 13 (Miscellaneous Service) and Database Query Charges which are contained in Tariff Section 20 (CCSAC Service Applications).

10.2.4.2 For local calls to a NXX in which at least one (1) telephone number has been ported via LNP at the request of PMT, the Party that owns the originating Switch shall query an LNP database as soon as the call reaches the first LNP-capable Switch in the call path. The Party that owns the originating Switch shall query on a local call to a NXX in which at least one (1) telephone number has been ported via LNP prior to any attempts to route the call to any other Switch. Prior to the first telephone number in a NXX being ported via LNP at the request of PMT, Qwest may query all calls directed to the NXX, subject to the Billing provisions as discussed in Section 10.2.4.1 and provided that Qwest queries shall not adversely affect the quality of service to PMT's End User Customers as compared to the service Qwest provides its own End User Customers.

10.2.4.3 A Party shall be charged for a LNP query by the other Party only if the Party to be charged is the N-1 Carrier and it was obligated to perform the LNP query but failed to do so. Parties are not obligated to perform the LNP query prior to the first port requested in a NXX.

10.2.4.4 On calls originating from a Party's network, the Party will populate, if Technically Feasible, the Jurisdiction Information Parameter (JIP) with the first six digits of the originating LRN in the SS7 Initial Address Message.

10.2.4.5 Each Party shall cooperate in the process of porting telephone numbers from one Carrier to another so as to limit service outage for the ported End User Customer. Qwest shall update its LNP database from the NPAC SMS data within fifteen (15) minutes of receipt of a download from the NPAC SMS.

10.2.5 Ordering

10.2.5.1 Both Parties shall comply with ordering standards as developed by the industry and as described in Section 12 of this Agreement. LNP service is ordered via a Local Service Request and associated LNP forms. PMT may order LNP either manually or through an electronic interface. The electronic gateway solution for ordering service is described in Section 12 of this Agreement.

10.2.5.2 Standard Due Date Intervals. Service intervals for LNP are described below. These intervals include the time for Firm Order Confirmation (FOC). Orders received after 7:00 p.m. (mountain time) are considered the next business day. The following service intervals have been established for LNP:

	Telephone Numbers To Port	Interval*
<u>Simple</u> (1FR/1FB)	1-5	3 business days (includes FOC 24 hr interval)
	6-50	4 business days (includes FOC 24 hr interval)
	51 or more	Project Basis
<u>Complex</u> (PBX Trunks, ISDN, Centrex)	1-25	5 business days (includes FOC 24 hr interval)
	26 or more	Project Basis

10.2.5.3 Most LNP order activity is flow-through, meaning that the ten (10) digit unconditional trigger, or Line Side Attribute (LSA) trigger, can be set automatically. PMT may request any Due Date/Frame Due Time (DD/FDT) where the trigger can be set automatically, although there may be some instances when Qwest or the Number Portability Administration Center/Service Management System (NPAC/SMS) will provide prior electronic notice of specific blocks of time which cannot be used as a DD/FDT due to scheduled maintenance or other circumstances. If the DD/FDT on a flow-through cut is outside Qwest's normal business hours for LNP, Qwest will have personnel available in the repair center to assist in the event that PMT experiences problems during the cut. In addition, Qwest allows PMT to request a managed cut on a 24 X 7 basis in those situations where a cut would otherwise have been flow-through, but where PMT has a business need to have Qwest personnel dedicated to the cut. The terms and conditions for managed cuts are described in Section 10.2.5.4.

10.2.5.3.1 Qwest will set the ten (10) digit unconditional trigger for telephone numbers to be ported, unless technically infeasible, by 11:59 p.m. (local time) on the business day preceding the scheduled port date. (A 10-digit unconditional trigger cannot be set for DID services in AXE10 and DMS10 End Office Switches thus managed cuts are required, at no charge.) The ten (10) digit unconditional trigger and End Office Switch translations associated with the End User Customer's telephone number will not be removed, nor will Qwest disconnect the End User Customer's Billing and account information, until 11:59 p.m. (local time) of the next business day after the Due Date. PMT is required to make timely notifications of Due Date changes or cancellations by 8:00 p.m. (mountain time) on the Due Date through a supplemental LSR order. In the event PMT does not make a timely notification, PMT may submit a late notification to Qwest as soon as possible but in no event later than 12:00 p.m. (mountain time) the next business day after the Due Date to Qwest's Interconnect Service Center in the manner set forth below. For a late notification properly submitted, Qwest agrees to use its best efforts to ensure that the End

User Customer's service is not disconnected prior to 11:59 p.m. of the next business day following the new Due Date or, in the case of a cancellation, no disruption of the End User Customer's existing service. Late notifications must be made by calling Qwest's Interconnect Service Center followed by PMT submitting a confirming supplemental LSR order.

10.2.5.4 LNP Managed Cut With PMT-Provided Loop: A managed cut permits PMT to select a project managed cut for LNP. Managed cuts are offered on a 24 X 7 basis.

10.2.5.4.1 The date and time for the managed cut requires up-front planning and may need to be coordinated between Qwest and PMT. All requests will be processed on a first come, first served basis and are subject to Qwest's ability to meet a reasonable demand. Considerations such as system downtime, Switch upgrades, Switch maintenance, and the possibility of other CLECs requesting the same FDT in the same End Office Switch (Switch contention) must be reviewed. In the event that any of these situations would occur, Qwest will coordinate with PMT for an agreed upon FDT, prior to issuing the Firm Order Confirmation (FOC). In special cases where a FDT must be agreed upon, the interval to reach agreement will not exceed two (2) days. In addition, standard intervals will apply.

10.2.5.4.2 PMT shall request a managed cut by submitting a Local Service Request (LSR) and designating this order as a managed cut in the remarks section of the LSR form.

10.2.5.4.3 PMT will incur additional charges for the managed cut dependent upon the FDT. The rates are based upon whether the request is within Qwest's normal business hours or out of hours. Qwest's normal business hours are 7:00 a.m. to 7:00 p.m., End User Customer local time, Monday through Friday. The rate for managed cuts during normal business hours is the standard rate. The rate for managed cuts out of hours, except for Sundays and Holidays, is the overtime rate. Sundays and Holidays are at premium rate.

10.2.5.4.4 Charges for managed cuts shall be based upon actual hours worked in one-half (½) hour increments. Exhibit A of this Agreement contains the rates for managed cuts. PMT understands and agrees that in the event PMT does not make payment for managed cuts, unless disputed as permitted under Section 5.4 of this Agreement, Qwest shall not accept any new LSR requests for managed cuts.

10.2.5.4.5 Qwest will schedule the appropriate number of employees prior to the cut, normally not to exceed three (3) employees, based upon information provided by PMT. PMT will also have appropriate personnel scheduled for the negotiated FDT. If PMT's information is modified during the cut, and, as a result, non-scheduled employees are required, PMT shall be charged a three (3) hour minimum callout charge per each additional non-scheduled employee. If the cut is either cancelled, or supplemented to change the Due Date, within twenty-four (24) hours of the negotiated FDT, PMT will be charged a one person three (3) hour minimum charge. If the cut is cancelled due to a Qwest error or a new Due Date is requested by Qwest within twenty-four (24) hours of the negotiated FDT,

Qwest may be charged by PMT one person three (3) hour minimum charge as set forth in Exhibit A.

10.2.5.4.6 In the event that the LNP managed cut conversion is not successful, PMT and Qwest agree to isolate and fix the problem in a timeframe acceptable to PMT or the End User Customer. If the problem cannot be corrected within an acceptable timeframe to PMT or the End User Customer, PMT may request the restoration of Qwest service for the ported End User Customer. Such restoration shall begin immediately upon request. If PMT is in error then a supplemental order shall be provided to Qwest. If Qwest is in error, no supplemental order or additional order will be required of PMT.

10.2.5.4.7 Qwest shall ensure that any LNP order activity requested in conjunction with a managed cut shall be implemented in a manner that avoids interrupting service to the End User Customer, including, without limitation, ensuring that the End User Customer's Qwest Loop will not be disconnected prior to confirmation that PMT's Loop has been successfully installed.

10.2.6 Maintenance and Repair

10.2.6.1 Each Party is responsible for its own End User Customers and will have the responsibility for resolution of any service trouble report(s) from its End User Customers. End User Customers will be instructed to report all cases of trouble to their Current Service Provider.

10.2.6.2 Each Party will provide its respective End User Customers the correct telephone numbers to call for access to its respective repair bureau. Each Party will provide its repair contact telephone numbers to one another on a reciprocal basis.

10.2.6.3 Qwest will work cooperatively with PMT to isolate and resolve trouble reports. When the trouble condition has been isolated and found to be within a portion of the Qwest network, Qwest will perform standard tests and isolate and repair the trouble within twenty-four (24) hours of receipt of the report.

10.2.6.4 Qwest will proactively test new Switch features and service offerings to ensure there are no problems with either the porting of telephone numbers or calls from Qwest End User Customers to PMT End User Customers with ported telephone numbers or vice versa.

10.2.7 Rate Elements

10.2.7.1 Qwest will comply with FCC and Commission rules on cost recovery for Local Number Portability.

10.3 911/E911 Service

10.3.1 Description

10.3.1.1 911 and E911 provides an End User Customer access to the applicable emergency service bureau, where available, by dialing a 3-digit universal telephone number (911).

10.3.1.2 Automatic Location Identification/Data Management System (ALI/DMS). The ALI/DMS database contains End User Customer information (including name, address, telephone number, and sometimes special information from the Current Service Provider or End User Customer) used to determine to which Public Safety Answering Point (PSAP) to route the call. The ALI/DMS database is used to provide more routing flexibility for E911 calls than Basic 911.

10.3.1.3 Basic 911 directly connects to the PSAP all 911 calls from one or more local exchange End Office Switches that serve a geographic area. E911 provides additional Selective Routing flexibility for 911 calls. E911 uses End User Customer data, contained in the ALI/DMS, to determine to which Public Safety Answering Point (PSAP) to route the call.

10.3.2 Terms and Conditions

10.3.2.1 Qwest will provide nondiscriminatory access to the same Basic 911 or Enhanced 911 features, functions and services that Qwest provides to its End User Customers. E911 functions provided to PMT shall be at the same level of accuracy and reliability as for such support and services that Qwest provides to its End User Customers for such similar functionality.

10.3.2.2 In counties where Qwest has obligations under existing agreements as the primary provider of the 911 system to the county, PMT will participate in the provision of the 911 System as described in Section 10.3.

10.3.2.3 Qwest shall conform to all state regulations concerning emergency services.

10.3.2.4 Qwest shall route E911 calls to the appropriate PSAP.

10.3.2.5 Each Party will be responsible for those portions of the 911 system for which it has total control, including any necessary maintenance to each Party's portion of the 911 system.

10.3.2.6 Qwest will provide PMT with the identification of the Qwest 911 controlling office that serves each geographic area served by PMT.

10.3.2.7 Qwest will provide PMT with the ten-digit telephone numbers of each PSAP agency, for which Qwest provides the 911 function, to be used by PMT to acquire emergency telephone numbers for operators to handle emergency calls in those instances where PMT's End User Customer dials "0" instead of "911". It shall be the responsibility of PMT to verify or confirm the appropriate use of the contact information provided by Qwest with each PSAP prior to offering 911 calls or publication of such data.

10.3.2.8 If a third party is the primary service provider to a county, PMT will negotiate separately with such third party with regard to the provision of 911 service to the county. All relations between such third party and PMT are separate from this Agreement and Qwest makes no representations on behalf of the third party.

10.3.2.9 If PMT is the primary service provider to the county, PMT and Qwest will negotiate the specific provisions necessary for providing 911 service to the county and

will include such provisions in an amendment to this Agreement.

10.3.2.10 PMT will separately negotiate with each county regarding the collection and reimbursement to the county of applicable End User Customer taxes for 911 service.

10.3.2.11 PMT is responsible for network management of its network components in compliance with the Network Reliability Council Recommendations and meeting the network standard of Qwest for the 911 call delivery.

10.3.2.12 The Parties shall provide a single point of contact to coordinate all activities under this Agreement.

10.3.2.13 Neither Party will reimburse the other for any expenses incurred in the provision of E911 services. All costs incurred by the Parties for 911/E911 services shall be billed to the appropriate PSAP.

10.3.2.14 Qwest's designated E911 database provider, an independent third party, will be responsible for maintaining the E911 database. PMT shall have non-discriminatory access to the E911 database, including the listings of other LECs for purposes of providing 911 services related to the public health, safety and welfare.

10.3.3 E911 Database Updates

10.3.3.1 PMT exchanges to be included in Qwest's E911 Database will be indicated via written notice to the appropriate 911 authority (state agency or PSAP administrator or county) and will not require an amendment to this Agreement.

10.3.3.2 Qwest's designated E911 database provider, an independent third party, will be responsible for maintaining the E911 database. Qwest, or its designated database provider, will provide to PMT an initial copy of the most recent Master Street Address Guide (MSAG), and subsequent versions on a quarterly basis, at no charge. MSAGs provided outside the quarterly schedule will be provided and charged on an Individual Case Basis. The data will be provided in computer readable format. Qwest shall provide PMT access to the Master Street Address Guide at a level of accuracy and reliability that is equivalent to the access Qwest provides to itself.

10.3.4 E911 Database Updates for Facilities-Based CLECs

10.3.4.1 Qwest will ensure that the 911 database entries for PMT will be maintained with the same accuracy and reliability that Qwest maintains for Qwest's own End User Customers.

10.3.4.2 For Selective Routing table updates, facilities-based CLECs will negotiate directly with Qwest's database provider for the input and validation of End User Customer data into the Qwest Automatic Location Identification (ALI) database. PMT will negotiate directly with the PSAP (or PSAP agency's) DMS/ALI provider for input of End User Customer data into the ALI database. In most cases the Selective Routing table updates and the ALI database will be managed by the same provider. PMT assumes all responsibility for the accuracy of the data that PMT provides for MSAG preparation and E911 Database operation.

10.3.4.3 If it is facilities-based, PMT will provide End User Customer data to Qwest's agent for the Qwest ALI database utilizing NENA-02-010 Recommended Formats and Protocols For ALI Data Exchange standards. Qwest will furnish PMT any variations to NENA recommendations required for ALI database input.

10.3.4.4 If it is facilities-based, PMT will provide End User Customer data to Qwest's database provider for Qwest's ALI database that is MSAG valid and meets all components of the NENA-02-011 Recommended Data Standards for Local Exchange Carriers, ALI Service Providers and 9-1-1 Jurisdictions standard format, as specified by Qwest.

10.3.4.5 If it is facilities-based, PMT will update its End User Customer records provided to Qwest's database provider for Qwest's ALI database to agree with the 911 MSAG standards for its service areas.

10.3.4.6 Qwest's E911 database administrator, an independent third party, shall resolve failed Local Number Portability migrate records in accordance with the NENA standard, NENA-02-011 Sections 22B.1-2, for Qwest records where Qwest is the donor company as defined in the NENA standard. The Qwest E911 database administrator will compare PMT's (i.e., recipient company as defined in the NENA standard) failed migrate records to the Regional Number Portability Administration Center's (NPAC) database once each business day to determine if the migrate record (i.e., ported telephone number) has been activated by the recipient company. If the migrate record has been activated by PMT in the NPAC, the record shall be unlocked and the migrate record processed. If, at the end of ten (10) business days, the NPAC database does not show the migrate record as activated or the record owner identification does not match, the migrate record will be rejected. The E911 database administrator will send reports regarding PMT's failed migrate records (i.e., 755 error code) and rejected migrate records (i.e., 760 error code) to PMT or PMT's designated database administrator. Qwest's E911 database administrator will also resolve failed migrate records for PMT, if valid based on the NPAC database.

10.3.5 E911 Database Updates for Resale Based CLECs

10.3.5.1 For resold services, Qwest, or its designated database provider, will provide updates to the ALI database in a manner that is at the same level of accuracy and reliability as such updates are provided for Qwest's End User Customers. For resold accounts, PMT shall provide Qwest with accurate End User Customer location information to be updated to the ALI/DMS database. Qwest shall use its current process to update and maintain End User Customer information in the ALI/DMS database.

10.3.6 E911 Database Accuracy

10.3.6.1 E911 Database accuracy shall be measured jointly by the PSAPs and Qwest's database provider in a format supplied by Qwest. The reports shall be forwarded to PMT by Qwest's database provider when relevant and will indicate incidents when incorrect or no ALI data is displayed. The reports provided to PMT shall contain PMT-specific information regarding PMT's accounts.

10.3.6.2 Each discrepancy report will be jointly researched by Qwest and PMT. Corrective action will be taken immediately by the responsible Party.

10.3.6.3 Each Party providing updates to the E911 database will be responsible for the accuracy of its End User Customer records. Each Party providing updates specifically agrees to indemnify and hold harmless the other Party from any claims, damages, or suits related to the accuracy of End User Customer data provided for inclusion in the E911 Database.

10.3.6.4 Qwest and its vendor will provide non-discriminatory error correction for records submitted to the Automatic Location Identification (ALI) database. For resold accounts, if vendor detects errors, it will attempt to correct them. If vendor is unable to correct the error, vendor will contact Qwest for error resolution. For errors referred to Qwest, Qwest will provide the corrections in a non-discriminatory manner. If Qwest is unable to resolve the error, Qwest will contact PMT (Reseller) for resolution. In the case of facilities-based CLECs, the vendor will interface directly with the CLEC to resolve record errors.

10.3.7 E911 Interconnection

10.3.7.1 If required by PMT, Qwest shall interconnect direct trunks from PMT's network to the Basic 911 PSAP, or the E911 tandem. Such trunks may alternatively be provided by PMT. If provided by Qwest, such trunks will be provided on a non-discriminatory basis. Qwest shall provide special protection identification for PMT 911 circuits in the same manner as Qwest provides for its 911 circuits.

10.3.7.1.1 The Parties shall establish a minimum of two (2) dedicated trunks from PMT's Central Office to each Qwest 911/E911 Selective Router (i.e., 911 Tandem Office) that serves the areas in which PMT provides Exchange Service, for the provision of 911/E911 services and for access to all subtending PSAPs (911 Interconnection Trunk Groups). PMT can order diverse routing for 911/E911 circuits, if facilities are available. When Qwest facilities are available, Qwest will comply with diversity of facilities and systems as ordered by PMT. Where there is alternate routing of 911/E911 calls to a PSAP in the event of failures, Qwest shall make that alternate routing available to PMT.

10.3.7.1.2 911 Interconnection Trunk Groups must be, at a minimum, DS0 level trunks configured as a 2-wire analog interface or as part of a digital (1.544 Mbps) interface. Either configuration must use Centralized Automatic Message Accounting (CAMA) type signaling with MF tones that will deliver Automatic Number Identification (ANI) with the voice portion of the call, or Signaling System 7 (SS7) if available (i.e., other signaling technology as available). All 911 Interconnection trunk groups must be capable of transmitting and receiving Baudot code necessary to support the use of Telecommunications Devices for the Deaf (TTY/TDDs).

10.3.7.1.3 Qwest shall begin restoration of 911/E911 trunking facilities immediately upon notification of failure or outage. Qwest must provide priority restoration of trunks or network outages on the same terms and conditions it provides itself. PMT will be responsible for the isolation, coordination, and restoration of all 911 network maintenance problems to PMT's demarcation. Qwest will be responsible for the coordination and restoration of all 911 network maintenance problems beyond the demarcation. Qwest repair service includes testing and diagnostic service from a remote location, dispatch of or in-person

visit(s) of personnel. Where an on-site technician is determined to be required, a technician will be dispatched without delay. PMT is responsible for advising Qwest of the circuit identification when notifying Qwest of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. Qwest will refer network trouble to PMT if no defect is found in Qwest's network. The Parties agree that 911 network problem resolution will be managed in an expeditious manner at all times.

10.3.7.2 For PMT-identified 911 trunk blockages, Qwest agrees to take corrective action using the same trunking service procedures used for Qwest's own E911 trunk groups.

10.3.7.3 The Parties will cooperate in the routing of 911 traffic in those instances where the ALI/ANI information is not available on a particular 911 call.

10.3.7.4 In cases where PMT is operating as a facilities-based provider using its own switch(es), Qwest shall provide 911 Interconnection, including the provision of dedicated trunks from PMT End Office Switch to the 911 control office, at Parity with what Qwest provides itself.

10.3.7.5 For PMT's resale local exchange lines, Qwest shall provide access to the same 911 trunks used for Qwest's retail End User Customers which extend from the Qwest End Office Switch to the Basic 911 PSAP or the E911 Tandem Switch. PMT access to such 911 trunks shall be on a shared, non-discriminatory basis.

10.3.8 E911 and Number Portability

10.3.8.1 When a Qwest telephone number is ported out, PMT, as the receiving Party, shall be responsible to update the ALI/DMS database. When a PMT telephone number is ported in, Qwest shall be responsible to update the ALI/DMS database.

10.3.8.2 When Remote Call Forwarding (RCF) is used to provide number portability to the End User and a remark or other appropriate field information is available in the database, the shadow or "forwarded-to" number and an indication that the number is ported shall be added to the End User record by PMT.

10.3.9 Public Switch/Automatic Location Identification (PS/ALI) Service

10.3.9.1 PS/ALI Description

10.3.9.1.1 Private Switch/Automatic Location Identification (PS/ALI) Service provides End User Customers using a private telephone Switch, such as Private Branch Exchanges (PBXs) and some Centrex/Centron, with the Selective Routing and/or Automatic Location Identification (SR/ALI) feature(s) of E911 for individual telephone stations served by the PBX or Centrex/Centron. The PS/ALI capability allows for the storage and retrieval of Automatic Location Identification and/or the Selective Routing of that call to the appropriate Public Safety Answering Point (PSAP).

10.3.9.1.2 PMT's PS/ALI End User Customer systems are viewed as a Serving Wire Center within the E911 network. The Automatic Number

Identification (ANI) generated by the PBX/Centrex/Centron will be read, processed, and utilized as if it were a typical End Office Switch. The E911 SR will route the E911 PS/ALI call to the appropriate PSAP based on the ANI received, or the default Emergency Service Number (ESN). Upon receipt of the information, the PSAP forwards the ANI information to the ALI database over an existing data network, where it is then used to retrieve the stored station name, address and location information. The PSAP monitor then displays the station address and location information for handling by the emergency response personnel.

10.3.9.1.3 The PS/ALI capability consists of the ALI database updates and transport of PS/ALI calls to an E911 SR or to the appropriate PSAP.

10.3.9.2 PS/ALI Terms and Conditions

10.3.9.2.1 PS/ALI service is only available in areas where E911 is currently supported. PS/ALI is not available with Basic 911 service.

10.3.9.2.2 PMT or PMT's PS/ALI End User Customer is responsible for establishing and maintaining the E911 database records for the PBX/Centrex/Centron. PMT or PMT's PS/ALI End User Customer shall provide the PBX/Centrex/Centron ALI information to Qwest's designated E911 database provider. PS/ALI information includes the name, address and location information for each station behind the PBX/Centrex/Centron. Qwest does not guarantee or confirm the accuracy of End User Customer provided information.

10.3.9.2.3 When the station user dials 911, the PBX/Centrex/Centron must be able to recognize the digits as a complete dialing code. (In some systems, it may be necessary to dial a single digit network access code before dialing 911, i.e., dial "9" to make a call outside of the private Switch prior to dialing 911). The PBX/Centrex/Centron must provide a full seven (7) digit numbering system and the associated ANI for every station within the private Switch. If the seven (7) digit telephone number is not dialable, PMT's PS/ALI End User Customer is responsible to identify the associated call back telephone number to be populated in the database. PS/ALI Service is not available with Digital Switched Service (DSS). PS/ALI is available over Primary Rate Interface (PRI) trunks. If PMT's PS/ALI End User Customer uses Integrated Service Digital Network – Primary Rate Interface (ISDN-PRI) to provide PS/ALI, special Centralized Automatic Accounting (CAMA) trunks are not required.

10.3.9.2.4 For PS/ALI resold service, PMT shall meet the terms and conditions for Qwest's PS/ALI retail product.

10.3.9.3 PS/ALI Database Updates

10.3.9.3.1 Qwest's designated E911 database provider, an independent third party, will be responsible for maintaining the PS/ALI E911 database. Qwest's E911 database provider will provide PMT's PS/ALI End User Customer with the specific PC based PS/ALI software requirements to access and update the ALI database with their station name, address and location information.

10.3.9.3.2 PMT's PS/ALI End User Customer will provide the input and validation of station data directly into the ALI database. PMT's PS/ALI End User Customer will provide station data to Qwest's ALI database provider that is Master Street Address Guide (MSAG) valid and utilizes National Emergency Number Association (NENA) guidelines. PS/ALI follows the NENA-02-010 Recommended Formats and Protocols For ALI Data Exchange, NENA-02-011 Recommended Data Standards for Local Exchange Carriers (LEC), ALI Service Providers and 911 Jurisdictions. Qwest will furnish PMT with any variations to NENA recommendations required for PS/ALI database input.

10.3.9.4 PS/ALI Database Accuracy

10.3.9.4.1 PS/ALI database accuracy shall be measured jointly by the PSAPs and Qwest's database provider. The reports shall be forwarded to PMT or PMT's PS/ALI End User Customer by Qwest's database provider when relevant and will indicate incidents when incorrect or no ALI data is displayed. The responsible Party will take corrective action immediately.

10.3.9.4.2 Each Party providing PS/ALI updates to the E911 database will be responsible for the accuracy of its records.

10.3.9.5 PS/ALI Interconnection

10.3.9.5.1 PMT, as a facilities-based provider, using its own switch(es) shall interconnect direct trunks from PMT's network to the PSAP or the E911 tandem (Selective Router), in accordance with the terms and conditions identified in "E911 Interconnection". If technically capable, PMT may route PS/ALI calls over PMT's existing E911 Interconnection trunks. In some instances technical requirements may necessitate provisioning dedicated PS/ALI CAMA trunks between either PMT's Switch and the E911 Selective Router or PSAP or between PMT's PS/ALI End User Customer PBX/Centrex/Centron and the E911 Selective Router or PSAP. In these instances the dedicated PS/ALI ES CAMA trunks must comply with the terms and conditions of standard E911 Interconnection.

10.3.9.5.2 In cases where PMT is operating as a reseller, PMT's PS/ALI End User Customer is required to install a minimum of two (2) trunks for each main location listed where the PBX/Centrex/Centron resides on an End User Customer's premises to the 911 system. The dedicated PS/ALI ES CAMA trunks will comply with the terms and conditions of standard E911 Interconnection. PS/ALI service is available in some Qwest End Office Switches over PRI trunks. If PMT's PS/ALI End User Customer uses ISDN PRI to provide PS/ALI, special CAMA trunks are not required. Dedicated circuits are not required for Centron service.

10.3.9.6 PS/ALI Rate Elements

10.3.9.6.1 Rates and charges for PS/ALI service will be assessed based on PMT's specific requirements. Both nonrecurring and monthly recurring rates may be applicable as shown in Exhibit A. Rate elements for PS/ALI include charges for establishing the service account with the E911 database provider,

trunks, transport, Selective Routing, and ALI service features, storage and retrieval.

10.3.9.7 PS/ALI Ordering

10.3.9.7.1 PMT, a facilities-based provider, Using its Own Switch(es) – PS/ALI Ordering

10.3.9.7.1.1 Once all critical information has been obtained and agreed upon in the PS/ALI joint planning meeting, PMT's PS/ALI Interconnection arrangement will determine the ordering process to be followed. If PMT is planning on routing PS/ALI traffic over an existing E911 ES trunk group, and capacity exists to handle the additional PS/ALI traffic, PMT will not be required to issue any changes to the existing E911 Interconnection arrangement. If PMT determines that a new dedicated PS/ALI ES trunk group is required to route PS/ALI traffic from PMT Switch to the Qwest SR, PMT will follow the process outlined in the PCAT E911 ordering section.

10.3.9.7.1.2 ALI service features may be ordered from Qwest or directly from the third party database provider. If ordering from Qwest, PMT will use the ASR process. If ordering directly from the third party provider, PMT will need to establish service with the third party provider for the PS/ALI update, storage and retrieval capability.

10.3.9.7.2 Resale – PS/ALI Ordering

10.3.9.7.2.1 Orders for Resold PS/ALI are submitted using the Local Service Ordering Guidelines (LSOG) and should be placed via the Interconnect Mediated Access Graphical User Interface (IMA GUI) or Interconnect Mediated Access Electronic Data Interexchange (IMA EDI).

10.3.9.8 PS/ALI Billing

10.3.9.8.1 Upon completion of implementation of the PS/ALI service, Qwest will initiate PS/ALI nonrecurring and recurring Billing.

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10.8 Access to Rights of Way

This Section has been modified, at the request of PMT, to conform with PMT's business practice.

10.8.1 Description

10.8.1.1 Rights of Way (ROW) – Where it has ownership or control to do so, Qwest will provide to PMT (via an Access Agreement) access to available ROW for the purpose of placing telecommunications facilities. ROW includes land or other property owned or controlled by Qwest and may run under, on, above, across, along or through public or private property or enter multi-unit buildings.

10.8.1.1.1 ROW means a real property interest in privately-owned real property, but expressly excluding any public, governmental, federal or Native American, or other quasi-public or non-private lands, sufficient to permit Qwest to place telecommunications facilities on such real property; such property owner may permit Qwest to install and maintain facilities under, on, above, across, along or through private property or enter multi-unit buildings.

10.8.1.2 PMT Duties – PMT shall have the duty to afford access to its ROW of PMT telecommunications services to Qwest the other party on rates, terms, and conditions that are consistent with 47 U.S.C. §Sections 224 and 251(b)(4) and applicable FCC orders and regulations or state rules, and further, PMT shall provide reasonable access to right of way when feasible and when access is necessary for Qwest to provide service as may be set forth in 47 U.S.C. §251(b)(4), applicable FCC orders and regulations or state rules.

10.8.1.3 The phrase “ownership or control to do so” means the legal right, as a matter of state law, to convey an interest in real or personal property.

10.8.2 Terms and Conditions

Qwest shall provide PMT non-discriminatory access to ROW on terms and conditions found in the Revised Qwest Right of Way, Pole Attachment and/or Innerduct Occupancy General Information Document. Qwest will not favor itself over PMT when provisioning access to ROW. Qwest shall not give itself preference when assigning space.

10.8.2.1 Subject to the provisions of this Agreement, Qwest agrees to issue to PMT authorization for PMT to attach, operate, maintain, rearrange, transfer and remove at its sole expense its facilities on ROW owned or controlled in whole or in part by Qwest, subject to Orders placed by PMT. Any and all rights granted to PMT shall be subject to and subordinate to any future local, state and/or federal requirements.

10.8.2.2 Qwest will rely on such codes as the National Electrical Safety Code (NESC) to prescribe standards with respect to capacity, safety, reliability, and general engineering principles.

10.8.2.3 Federal requirements, such as those imposed by Federal Energy Regulatory Commission (FERC) and Occupational Safety and Health Administration (OSHA), will continue to apply to the extent such requirements affect requests for attachments or occupancy to Qwest facilities under Section 224(f)(1) of the Act.

10.8.2.4 PMT shall provide access to a map of the requested ROW route, including estimated distances between major points, the identification and location of the ROW and a description of PMT's facilities. Qwest agrees to provide to PMT access to relevant plats, maps, engineering records and other data within ten (10) business days of receiving a request for such information, except in the case of extensive requests. Rates for such requests are shown in Exhibit A. Extensive requests involve the gathering of plats from more than one (1) location, span more than five (5) Wire Centers, or consist of ten (10) or more intra-Wire Center requests submitted simultaneously. Responses to extensive requests will be provided within a reasonable interval, not to exceed sixty (60) calendar days.

10.8.2.5 Qwest retains the right to determine the availability of ROW consistent with 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC § 224. In the event Qwest determines that rearrangement of the existing facilities on ROW is required before PMT's facilities can be accommodated, the actual cost of such modification will be included in PMT's nonrecurring charges for the associated Order ("Make-Ready fee").

10.8.2.6 Where such authority does not already exist, PMT shall be responsible for obtaining the necessary legal authority to occupy ROW. PMT shall obtain any permits, licenses, bonds, or other necessary legal authority and permission, at PMT's sole expense, in order to perform its obligations under this Agreement. PMT shall contact all owners of public and private ROW to obtain the permission required to perform the work prior to entering the property or starting any work thereon, in accordance with the Ordering Section below. PMT shall comply with all conditions of ROW and permits. Once such permission is obtained, all such work may be performed by Qwest or PMT at the option of PMT.

10.8.2.7 When final construction inspection by Qwest has been completed, PMT shall correct such non-complying conditions within the reasonable period of time specified by Qwest in its written notice. If corrections are not completed within the specified reasonable period, occupancy authorizations for the ROW system where non-complying conditions remain uncorrected shall suspend forthwith, regardless of whether PMT has energized the facilities occupying said ROW system and PMT shall remove its facilities from said ROW in accordance with the provisions of this Section, provided, however, if the corrections physically cannot be made within such specified time, and PMT has been diligently prosecuting such cure, PMT shall be granted a reasonable additional time to complete such cure. Qwest may deny further occupancy authorization to PMT until such non-complying conditions are corrected. If agreed between both Parties, Qwest shall perform or have performed such corrections and PMT shall pay Qwest the actual cost of performing such work. Subsequent inspections to determine if appropriate corrective actions have been taken may be made by Qwest.

10.8.2.8 Once PMT's facilities begin occupying the ROW system, Qwest may perform a reasonable number of inspections. Qwest shall bear the cost of such inspections unless the results of the inspection reveal any violation or hazard, or that PMT has in any other way failed to comply with the provisions of this Agreement; in which case PMT shall reimburse Qwest the costs of inspections and re-inspections, as required. PMT's representative may accompany Qwest on such field inspections. The cost of periodic

inspection or any special inspections found necessary due to the existence of sub-standard or unauthorized occupancies shall be billed separately.

10.8.2.9 The costs of inspections made during construction and/or the final construction survey and subsequent inspection shall be billed to PMT upon completion of the inspections.

10.8.2.10 Final construction, subsequent, and periodic inspections or the failure to make such inspections, shall not relieve PMT of any responsibilities, obligations, or liability assigned under this Agreement.

10.8.2.11 PMT may use individual workers of its choice to perform any work necessary for the attaching of its facilities so long as such workers have the same qualifications and training as Qwest's workers. PMT may use any contractor approved by Qwest to perform Make-Ready Work.

10.8.2.12 If Qwest terminates an Order for cause, or if PMT terminates an Order without cause, subject to the provisions of this Section, PMT shall pay termination charges equal to the amount of fees and charges remaining on the terminated Order(s). "Cause" as used herein shall include, in the case of ROW, any act or omission that violates the terms and conditions of either (a) the Access Agreement by which Qwest conveys a right of access to the ROW to PMT, or (b) the instrument granting the original ROW to Qwest or its predecessor.

10.8.2.13 Qwest may abandon or sell any ROW at any time by giving written notice to PMT. Any ROW that is sold, will be sold subject to all existing legal rights of PMT. Upon abandonment of ROW, and with the concurrence of the other joint user(s), if necessary, PMT shall, within sixty (60) calendar days of such notice, either, 1) continue to occupy the ROW pursuant to its existing rights under this Agreement if the ROW is purchased by another party; 2) purchase the ROW from Qwest at the current market value; or 3) remove its facilities therefrom. Failure to explicitly elect one of the foregoing options within sixty (60) calendar days shall be deemed an election to purchase the ROW at the current market value if no other party purchased the ROW within this sixty (60) day period.

10.8.2.14 PMT's facilities shall be placed and maintained in accordance with the requirements and specifications of the current applicable standards of Telcordia Manual of Construction Standards, the National Electrical Code, the National Electrical Safety Code, and the rules and regulations of the Occupational Safety and Health Act, all of which are incorporated by reference, and any governing authority having jurisdiction. Where a difference in specifications exists, the more stringent shall apply. Notwithstanding the foregoing, PMT shall only be held to such standard as Qwest its Affiliates or any other Telecommunications Carrier is held. Failure to maintain facilities in accordance with the above requirements or failure to correct as provided herein shall be cause for termination of the Order. PMT shall in a timely manner comply with all requests from Qwest to bring its facilities into compliance with these terms and conditions.

10.8.2.15 No act or failure to act by Qwest with regard to an unauthorized occupancy shall be deemed as the authorization of the occupancy. Any subsequently issued authorization shall not operate retroactively or constitute a waiver by Qwest of any of its rights or privileges under this Agreement or otherwise. PMT shall be subject to all liabilities of the Agreement in regard to said unauthorized occupancy from its inception.

10.8.2.16 Qwest will provide PMT non-discriminatory access to ROW pursuant to 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC § 224. In the event of a conflict between this Agreement, on one hand, and 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC § 224, on the other, 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC § 224 shall govern. Further, in all cases, 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC § 224 shall govern, provided however, that any Access Agreement that has been duly executed, acknowledged and recorded in the real property records for the county in which the ROW is located shall govern in any event pursuant to its terms.

10.8.2.17 Nothing in this Agreement shall require Qwest to exercise eminent domain on behalf of PMT.

10.8.2.18 Upon PMT's request, Qwest will certify to a landowner with whom Qwest has an ROW agreement, the following:

10.8.2.18.1 that the ROW agreement with Qwest does not preclude the landowner from entering into a separate ROW agreement with PMT; and

10.8.2.18.2 that there will be no penalty under the agreement between the landowner and Qwest if the landowner enters into a ROW agreement with PMT.

10.8.3 Rate Elements

Qwest fees for attachments are in accordance with Section 224 of the Act and FCC orders, rules and regulations promulgated thereunder, as well as the rates established by the Commission, including the following rates, are reflected in Exhibit A.

10.8.3.1 Inquiry Fee. A non-refundable pre-paid charge used to recover the costs associated with performing an internal record review to determine if a requested route and/or facility is available, or with respect to ROW, to determine the information necessary to create the ROW Matrix, which identifies, for each ROW, the name of the original grantor and the nature of the ROW (i.e., publicly recorded and non-recorded) and the MDU Matrix, which identifies each requested legal agreement between Qwest and a third party who has a multi-unit building in Qwest's possession that relates to Telecommunications Services provided to or through real property owned by the third party (MDU Agreement) and, for each such MDU Agreement, the name of the third party. Separate Inquiry Fees apply for ROW.

10.8.3.2 Access Agreement Preparation Fee. In the case of ROW, the Access Agreement Preparation Fee is a non-refundable, pre-paid charge which recovers the estimated actual costs for preparation of the Access Agreement for each ROW requested by PMT. Access Agreement Preparation Fees shall be billed in advance.

10.8.3.3 Make-Ready Fee. A pre-paid non-refundable (other than true-up) charge which recovers the cost of necessary work required to make the requested facility/ROW available for access. For ROW, this Make-Ready could include, but is not limited to, personnel time, including attorney time. With respect to ROW, Make-Ready work refers to legal or other investigation or analysis arising out of PMT's failure to comply with the ROW process, or other circumstances giving rise to such work beyond the simple preparation of one or more Access Agreements. The estimated pre-paid fee shall be billed in advance.

10.8.3.4 Access Agreement Consideration. A pre-paid fee which constitutes consideration for conveying access to the ROW to PMT. This fee shall be a one-time (i.e. non-recurring) fee.

10.8.4 Ordering

There are two (2) steps required before placing an Order for access to ROW; Inquiry Review and Field Verification.

10.8.4.1 Inquiry Reviews. Upon receipt of an inquiry regarding ROW access, Qwest will provide PMT with documentation. PMT will review the documents and provide Qwest with maps of the desired area indicating the ROW as well as the street addresses of any multi-unit buildings upon or through which PMT proposes construction on ROW owned or controlled by Qwest. PMT will include the appropriate Inquiry Fee with a completed request form.

10.8.4.1.1 Inquiry Review – ROW. Qwest shall, upon request of PMT, provide the ROW Matrix, the MDU Matrix and a copy of all publicly recorded agreements listed in those Matrices to PMT within ten (10) days of the request. Qwest will provide to PMT a copy of agreements listed in the Matrices that have not been publicly recorded if and only if PMT obtains authorization for such disclosure from the third party owner(s) of the real property at issue by an executed version of either the Consent to Disclosure form or the Consent Regarding Access Agreement form. Qwest may redact all dollar figures from copies of agreements listed in the Matrices that have not been publicly recorded that Qwest provides to PMT. Any dispute over whether terms have been redacted appropriately shall be resolved pursuant to the dispute resolution procedures set forth in this Agreement. Qwest makes no warranties concerning the accuracy of the information provided to PMT; PMT expressly acknowledges that Qwest's files contain only the original ROW instruments, and that the current owner(s) of the fee estate may not be the party identified in the document provided by Qwest.

10.8.4.2 Access Agreement Preparation (ROW). PMT will review the Inquiry results and determine whether to proceed with Access Agreement preparation for ROW.

If Access Agreement preparation is desired, PMT will sign and return request form along with a check for the relevant Access Agreement Preparation Fee plus \$10.00 per Access Agreement as consideration for the Access Agreement. Upon payment of the relevant fee and Access Agreement consideration, if applicable, Qwest will provide, in the case of ROW, the completed Access Agreement(s), executed and acknowledged by Qwest. Upon completion of the Access Agreement(s) by PMT, the Access Agreement becomes effective to convey the interest identified in the Access Agreement (if any). Any dispute regarding whether a legal agreement conveys a ROW shall be resolved between PMT and the relevant third party or parties, and such disputes shall not involve Qwest.

10.8.4.3 Make-Ready - Estimates of Make-Ready are used to cover actual Make-Ready costs.

10.8.4.3.1 If Qwest requests, PMT will be responsible for payment of the actual Make-Ready costs determined if such costs exceed the estimate. Such payment shall be made within thirty (30) days of receipt of an invoice for the costs that exceed the estimate.

10.8.4.3.2 Within fifteen (15) business days of a request, Qwest will provide PMT copies of records reflecting actual cost of Make-Ready work; provided, however, that, if Qwest does not possess all such records at the time of the request, then Qwest will provide copies of such records within fifteen (15) business days of receipt of such records. PMT must request such records, if at all, within sixty (60) calendar days after written notification of the completion of the Make-Ready work.

10.8.4.3.3 If the actual Make-Ready costs are less than the estimate, an appropriate credit for the difference will be issued upon request. Such request must be received within sixty (60) calendar days following PMT's receipt of copies of records if PMT has requested records under this paragraph, or within sixty (60) calendar days after written notification of the completion of Make-Ready work if PMT has not requested records under this paragraph. Such credit will issue within ten (10) business days of Qwest's receipt of either all records related to such actual costs or PMT's request for credit, whichever comes last, but in no event later than ninety (90) calendar days following the request for credit.

10.8.4.3.4 If PMT cancels or if, due to circumstances unforeseen during inquiry/verification, Qwest denies the request for ROW, upon PMT's request, Qwest will also refund the difference between the actual Make-Ready costs incurred and those prepaid by PMT, if any. Such request must be made within thirty (30) calendar days of PMT's receipt of written denial or notification of cancellation. Any such refund shall be made within ten (10) business days of either receipt of PMT's request or Qwest's receipt of all records relating to the actual costs, whichever comes last, but in no event later than ninety (90) calendar days following the denial.

10.8.5 Billing

PMT agrees to pay the following fees in advance as appropriate: Inquiry Fee, Access Agreement Preparation Fee, Make-Ready Fee and Access Agreement Consideration. Make-Ready Fees will be computed in compliance with applicable local, state and federal guidelines. All fees shall be paid within thirty (30) days following receipt of invoices. All fees are not refundable except as expressly provided herein.

10.8.6 Maintenance and Repair

In the event of any service outage affecting both Qwest and PMT, repairs shall be effectuated on a non-discriminatory basis as established by local, state or federal requirements.

SECTION 11.0 - NETWORK SECURITY

Because PMT does not intend to collocate within the Qwest central office, the following provisions that relate to security within a Qwest central office will be binding to the extent applicable.

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

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

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

11.4 Qwest and PMT share responsibility for security and network protection for each collocation arrangement. Each Party's employees, agents or representatives must secure its own portable test equipment, spares, etc. and shall not use the test equipment or spares of other parties. Use of such test equipment or spares without written permission constitutes theft and may be prosecuted. Exceptions are the use of Qwest ladders in the Wire Center, either rolling or track, which PMT may use in the course of work operations. Qwest assumes no liability to PMT, its agents, employees or representatives, if PMT uses a Qwest ladder available in the Wire Center.

11.5 Each Party is responsible for the physical security of its employees, agents or representatives. Providing safety glasses, gloves, etc. must be done by the respective employing Party. Hazards handling and safety procedures relative to the Telecommunications environment is the training responsibility of the employing Party. Proper use of tools, ladders, and test gear is the training responsibility of the employing Party.

11.6 In the event that one Party's employees, agents or representatives inadvertently damage or impair the equipment of the other Party, prompt notification will be given to the damaged Party by verbal notification between the Parties' technicians at the site or by telephone to each Party's 24 x 7 security numbers.

11.7 Each Party shall comply at all times with Qwest security and safety procedures and requirements while performing work activities on Qwest's Premises.

11.8 Qwest will allow PMT to inspect or observe spaces which house or contain PMT equipment or equipment enclosures at any time and to furnish PMT with all keys, entry codes, lock combinations, or other materials or information which may be needed to gain entry into any secured PMT space, in a manner consistent with that used by Qwest.

11.9 Qwest will limit the keys used in its keying systems for enclosed collocated spaces which contain or house PMT equipment or equipment enclosures to its employees and representatives to emergency access only. PMT shall further have the right to change locks where deemed necessary for the protection and security of such spaces.

11.10 Keys may entail either metallic keys or combination electronic ID/key cards. It is solely the responsibility of PMT to ensure keys are not shared with unauthorized personnel and recover keys and electronic ID/keys promptly from discharged personnel, such that office security is always maintained. Qwest has similar responsibility for its employees.

11.11 PMT will train its employees, agents and vendors on Qwest security policies and guidelines.

11.12 When working on Qwest ICDF Frames or in Qwest's common or PMT equipment line-ups, Qwest and PMT employees, agents and vendors agree to adhere to Qwest quality and performance standards provided by Qwest and as specified in this Agreement.

11.13 PMT shall report all material losses to Qwest Security. All security incidents are to be referred directly to local Qwest Security – 1-888-879-7328. In cases of emergency, PMT shall call 911 and 1-888-879-7328.

11.14 Qwest and PMT employees, agents and vendors will display the identification/access card above the waist and visible at all times.

11.15 Qwest and PMT shall ensure adherence by their employees, agents and vendors to all applicable Qwest environmental health and safety regulations. This includes all fire/life safety matters, OSHA, EPA, Federal, State and local regulations, including evacuation plans and indoor air quality.

11.16 Qwest and PMT employees, agents and vendors will secure and lock all doors and gates.

11.17 PMT will report to Qwest all property and equipment losses immediately, any lost cards or keys, vandalism, unsecured conditions, security violations, anyone who is unauthorized to be in the work area or is not wearing the Qwest identification/access card.

11.18 Qwest and PMT's employees, agents and vendors shall comply with Qwest Central Office fire and safety regulations, which include but are not limited to, wearing safety glasses in designated areas, keeping doors and aisles free and clean of trip hazards such as wire, checking ladders before moving, not leaving test equipment or tools on rolling ladders, not blocking doors open, providing safety straps and cones in installation areas, using electrostatic discharge protection, and exercising good housekeeping.

11.19 Smoking is not allowed in Qwest buildings, Wire Centers, or other Qwest facilities. No open flames shall be permitted anywhere within the buildings, Wire Centers or other facilities. Failure to abide by this restriction may result in denial of access for that individual and may constitute a violation of the access rules, subjecting PMT employee, agent or vendor to denial of unescorted access. Qwest shall provide written notice within five (5) calendar Days of PMT violation of this provision to PMT prior to denial of access and such notice shall include: 1) identification of the violation of this provision and the personnel involved, 2) identification of the safety regulation violated, and 3) date and location of such violation. PMT will have five (5) calendar Days to remedy any such violation for which it has received notice from Qwest. In the event that PMT fails to remedy any such violation of which it has received notice within such five (5) calendar Days following receipt of such notice, PMT shall be denied unescorted access to the affected Premises. In the event PMT disputes any action Qwest seeks to take or has taken pursuant to this provision, PMT may pursue immediate resolution by expedited Dispute Resolution.

11.20 No flammable or explosive fluids or materials are to be kept or used anywhere within the Qwest buildings or on the grounds.

11.21 No weapons of any type are allowed on Qwest Premises. Vehicles on Qwest property are subject to this restriction as well.

11.22 Except as otherwise provided in this Agreement, PMT's employees, agents or vendors may not make any modifications, alterations, additions or repairs to any space within the building or on the grounds, provided, however, nothing in Section 11 shall prevent PMT, its employees or agents from performing modifications, alterations, additions or repairs to its own equipment or facilities.

11.23 Qwest employees may request PMT's employees, agents or vendors to stop any work activity that in their reasonable judgment is a jeopardy to personal safety or poses a potential for damage to the Qwest Premises, Qwest equipment or Qwest services within the facility until the situation is remedied. PMT employees may report any work activity that in their reasonable judgment is a jeopardy to personal safety or poses a potential for damage to the building, PMT equipment or PMT services within the facility, to Qwest Service Assurance (800-713-3666) and the reported work activity will be immediately stopped until the situation is remedied. In the event such non-compliant activity occurs in a Qwest Central Office, notification of the non-compliant activity may be made to the Central Office supervisor, and the Central Office supervisor shall immediately stop the reported work activity until the situation is remedied. The compliant Party shall provide immediate notice of the non-compliant work activity to the non-compliant Party and such notice shall include: 1) identification of the non-compliant work activity, 2) identification of the safety regulation violated, and 3) date and location of safety