STOEL RIVES LLP
ATTORNEYS AT LAW

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IDAHO PUBLIC
UTILITIES COMMISSION

101 S. Capitol Boulevard, Suite 1900
Boise, Idaho 83702
main 208.389.9000
fax 208.389.9040
www.stoel.com

MARY S. HOBSON
Direct (208) 387-4277
mshobson@stoel.com

December 5, 2005

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-05-23
APPLICATION FOR APPROVAL OF INTERCONNECTION AGREEMENT
Uintah Basin Electronics Telecommunication aka UBET Wireless

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,

Mary S. Hobson

Mary S. Hobson

:blg
Enclosure
cc: Service List

Oregon
Washington
California
Utah
Idaho

Mary S. Hobson (ISB# 2142)
Stoel Rives LLP
101 South Capitol Boulevard – Suite 1900
Boise, ID 83702
Telephone: (208) 389-9000
Facsimile: (208) 389-9040
mshobson@stoel.com

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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.:** QWE-T-05-23 **APPLICATION FOR APPROVAL OF INTERCONNECTION AGREEMENT**

Qwest Corporation ("Qwest") hereby files this Application for Approval of Interconnection Agreement ("Agreement"). The Agreement with Uintah Basin Electronics Telecommunication aka UBET Wireless ("UBET") 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 UBET 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 5th day of December, 2005.

Qwest Corporation

Mary S. Hobson
Stoel Rives LLP, Attorneys for Qwest

CERTIFICATE OF SERVICE

I hereby certify that on this 5th day of December, 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 472 West Washington Street P.O. Box 83720 Boise, Idaho 83720-0074 jjewell@puc.state.id.us	X ____ ____ ____ ____	Hand Delivery U. S. Mail Overnight Delivery Facsimile Email
Bert Potts Uintah Basin Electronics Telecommunication 211 East 200 North Roosevelt, UT 84006 Telephone: (435) 622-5255 Facsimile: (435-622-6255 bpotts@ubta-ubet.com	____ X ____ ____ ____	Hand Delivery U. S. Mail Overnight Delivery Facsimile Email

Brandi L. McMahon

Brandi L. McMahon, PLS
Legal Secretary to Mary S. Hobson
Stoel Rives LLP

Type 2 Wireless Interconnection Agreement

Between

Qwest Corporation

And

Uintah Basin Electronics Telecommunication
a/k/a UBET Wireless

For The State Of Idaho

Agreement Number
CDS-050825-0004

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EXHIBIT G - Intentionally Left Blank
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EXHIBIT I - Individual Case Basis
EXHIBIT J - Reciprocal Compensation Rate Election
EXHIBIT K - Intentionally Left Blank
EXHIBIT L - Advice Adoption Letter
EXHIBIT M - Interim Advice Adoption Letter

SECTION 1.0 - GENERAL TERMS

1.1 This Type 2, two-way Wireless Interconnection Agreement is effective upon approval of the Commission, and is between Uintah Basin Electronics Telecommunication, a/k/a UBET Wireless ("WSP"), a Utah Corporation and Qwest Corporation ("Qwest"), a Colorado corporation pursuant to Section 252 of the Telecommunications Act of 1996, for purposes of fulfilling Qwest's obligations under Sections 222, 251(a), (b), and (c), 252, 271, and other relevant provisions of the Act and the rules and regulations promulgated thereunder. WSP is licensed by the Federal Communications Commission ("FCC") as a Commercial Mobile Radio Service ("CMRS") Provider. Services provided by Qwest to WSP under this Agreement are provided pursuant to WSP's role as a CMRS provider of two-way traffic.

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

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

1.4 Intentionally Left Blank

1.5 Intentionally left Blank

1.6 Intentionally left blank

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

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

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

1.7.1.2 If WSP wishes to negotiate an amendment with different terms and conditions than defined by Qwest for such new product, WSP 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 M) based upon the terms and conditions as Qwest has identified as pertaining to the new product. The Interim Advice Adoption Letter will terminate when the final amendment is approved. The rates and to the extent practicable, other terms

and conditions contained in the final amendment will relate back to the date the Interim Advice Adoption Letter was executed. No new product offering or accompanying Interim Advice Adoption Letter will be construed to limit or add to any rates, terms or conditions existing in this Agreement.

SECTION 2.0 - INTERPRETATION AND CONSTRUCTION

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

2.2 The provisions in this Agreement are intended to be in compliance with and based on the existing state of the law, rules, regulations and interpretations thereof, including but not limited to state rules, regulations, and laws, as of the date hereof (the Existing Rules). Nothing in this Agreement shall be deemed an admission by Qwest or WSP concerning the interpretation or effect of the Existing Rules or an admission by Qwest or WSP that the Existing Rules should not be changed, vacated, dismissed, stayed or modified. Nothing in this Agreement shall preclude or estop Qwest or WSP 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 WSP, amended as set forth in this Section 2.2, to reflect the outcome of any applicable generic proceedings by the Commission for pricing, service standards, or other matters covered by this Agreement. Any amendment shall be deemed effective on the Effective Date of the legally binding change or modification of the Existing Rules for rates, and to the extent practicable for other terms and conditions, unless otherwise ordered. Where a Party provides notice to the other Party within thirty (30) Days of the effective date of an order issuing a legally binding change, any resulting 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. In the event neither Party provides notice within (thirty) 30 Days, the

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

2.3 Unless otherwise specifically determined by the Commission, in cases of conflict between the Agreement and Qwest's Tariffs, Product Catalog (PCAT), methods and procedures, technical publications, policies, product notifications or other Qwest documentation relating to Qwest's or WSP'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 - WSP INFORMATION

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

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

Determine geographical requirements;

Identify WSP Identification IDs;

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

Collect Credit Information;

Obtain Billing Information;

Create summary bills;

Establish input and output requirements;

Create and distribute Qwest and WSP Contact Lists; and

Identify WSP hours and holidays.

SECTION 4.0 - DEFINITIONS

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

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

4.3 "Access Tandem switch" is a switch used to connect End Office switches to Interexchange Carrier switches. Qwest's Access Tandem switches are also used to connect and switch traffic between and among Central Office switches within the same LATA and may be used for the exchange of Local Traffic.

4.4 "Act" means the Communications Act of 1934 (47 U.S.C. 151 et. seq.), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

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

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

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

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

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

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

4.11 "Bona Fide Request" or "BFR" shall have the meaning set forth in Section 16.

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

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

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

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

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

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

4.16 "Commission" means the Idaho Public Utilities Commission.

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

4.18 "Conversation Time" means the measurement of Type 2 Interconnection usage which begins when WSP's MSC is signaled by the terminating End Office that the call has been answered. Measured usage ends upon MSC recognition of disconnection by the earlier of WSP's End User Customer or the disconnection signal from the terminating End Office.

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

4.20 "Day" means calendar Days unless otherwise specified.

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

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

4.23 "Digital Signal Level 1" or "DS1" means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division Multiplexing hierarchy of the telephone network, DS1 is the initial level of Multiplexing. There are 28 DS1s in a DS3.

4.24 "Digital Signal Level 3" or "DS3" means the 44.736 Mbps third-level signal in the time-division multiplex hierarchy. In the time-division Multiplexing hierarchy of the telephone network, DS3 is defined as the third level of Multiplexing.

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

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

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

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

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

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

4.31 "FCC" means the Federal Communications Commission.

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

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

4.34 "Information Service" is as defined in the Telecommunications Act of 1996 and FCC Order on Remand and Report and Order in CC Docket 99-68 and includes ISP Bound Traffic.

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

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

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

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

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

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

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

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

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

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

4.45 Jointly Provided Switched Access see Meet Point Billing.

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

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

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

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

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

4.49 "Local Exchange Carrier" (LEC) 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.

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

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

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

4.53 "Major Trading Area (MTA)" is a geographic area established in Rand McNally 1992 Commercial Atlas and Marketing Guide and used by the FCC in defining CMRS license boundaries for CMRS providers for purposes of Sections 251 and 252 of the Act.

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

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

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

4.57 "Miscellaneous Charges" mean charges that Qwest may assess in addition to recurring and nonrecurring rates set forth in Exhibit A, for activities WSP requests Qwest to perform, activities WSP authorizes, or charges that are a result of WSP actions, such as cancellation charges, expedite charges, and charges for additional labor and maintenance. Miscellaneous Charges are not already included in Qwest's recurring or nonrecurring rates. Miscellaneous Charges are listed the applicable tariff, catalog, or price list.

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

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

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

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

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

MTA, and all InterMTA/InterLATA traffic.

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

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

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

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

4.67 "Percent Local Usage (PLU) Factors" are percentages used in the reciprocal compensation payment method in determining Minutes of Use (MOU) for Land to Mobile (L-M) and Mobile to Land (M-L) traffic.

4.67.1 "PLU 1" is a factor for determining the total L-M and M-L MOUs between Qwest and WSP based on M-L traffic measured by Qwest.

4.67.2 "PLU 2A" is a factor for determining Qwest originated L-M MOUs terminating on WSP's network subject to reciprocal compensation.

4.67.3 "InterMTA" are factors that are used in reciprocal compensation to determine InterMTA, Roaming MOUs when WSP's End User Customer is initiating (M-L) or terminating (L-M) a call in another MTA.

4.67.4 "PLU 2B" is a factor for determining the portion of Qwest originated traffic that rides the Type 2 facility between Qwest's Tandems or End Offices and WSP's POI for calculation of the facilities credit to WSP.

4.68 "Point of Interface" "Point of Interconnection" or "POI" is a physical demarcation between the networks of two LECs (including a LEC and WSP). The POI is that point where the exchange of traffic takes place. This point establishes the technical interface, the test point(s), and the point(s) for operational division of responsibility.

4.69 "Port"

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

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

4.70 "Rate Center" identifies 1) the specific geographic point identified by specific vertical and horizontal (V&H) coordinates, which are used to measure distance sensitive End User Customer traffic to/from the particular NPA-NXX designations with the specific Rate

Center, and 2) the corresponding geographic area which is associated with one or more particular NPA-NNX codes which have been assigned to a LEC for its provision of Telephone Exchange Service.

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

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

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

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

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

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

4.77 "Signaling Transfer Point" or "STP" means a signaling point that performs message routing functions and provides information for the routing of messages between signaling end points. A STP transmits, receives and processes Common Channel Signaling ("CCS") messages.

4.78 "Special Request Process" or "SRP" shall have the meaning set forth in Section 17.

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

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

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

4.82 "Telecommunications Carrier" means any provider of Telecommunications Services (such as LECs, Competitive Local Exchange Carriers (CLECs), WSPs, except that

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

4.83 "Telecommunications Services" means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

4.84 "Transit Traffic" is any traffic that originates from one Telecommunications Carrier's network, transits a Tandem Telecommunications Carrier's network, and terminates to yet another Telecommunications Carrier's network. In the cases neither the originating nor the terminating End User Customer is a Customer of a Tandem Telecommunications Carrier. For the purposes of this Agreement, Transit Traffic does not include traffic carried by Interexchange Carriers. That traffic is defined as Jointly Provided switched Access.

4.85 Trunk Group Servicing Request "TGSR" is the notification the Qwest Trunk Forecasting Group sends to the Service Delivery Center to advise of blocking conditions on Carrier trunk groups.

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

4.87 "Wireless" for the purposes of this Agreement, are Telecommunications Services provided by a 2-way CMRS Carrier in accordance with its CMRS license(s). This includes both Cellular and Personal Communications Service Providers.

4.88 "Wireless Carrier Resource Guide" is a Qwest document that provides information needed to request services available under this Agreement. It is available on Qwest's Web site: http://www.qwest.com/wholesale/pcat/wireless.html.

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

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

SECTION 5.0 - TERMS AND CONDITIONS

5.1 General Provisions

5.1.1 Intentionally Left Blank.

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

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

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

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

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

5.1.3.4 It is the responsibility of either Party to inform its End User Customers of

service impacting impairment that may result in discontinuance of service as soon as the Party receives notice of same.

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

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

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

5.2 Term of Agreement

5.2.1 This Agreement shall be deemed effective upon approval by the Commission ("Effective Date"); however, the Parties may agree to implement the provisions of this Agreement upon execution. This Agreement shall be binding upon the Parties for a term of three (3) years and shall expire three (3) years from the Effective Date.

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

5.3 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 in at least ten (10) business days prior to disconnection of the unpaid service(s). In case of such disconnection, all applicable undisputed charges, including termination charges, shall become due. If the Billing Party does not disconnect the billed Party's service(s) on the date specified in the ten (10) business days notice, and the billed Party's noncompliance continues, nothing contained herein shall preclude the Billing Party's right to disconnect any or all relevant services of the non-complying Party without further notice. For reconnection of the non-paid service to occur, the billed Party will be required to make full payment of all past and current undisputed charges under this Agreement for the relevant services. Additionally, the Billing Party will request a deposit (or recalculate the deposit) as specified in Section 5.4.5 and 5.4.7 from the billed Party, pursuant to this Section. Both Parties agree, however, that the application of this provision will be suspended for the initial three (3) Billing cycles of this Agreement and will not apply to amounts billed during those three (3) cycles. In addition to other remedies that may be available at law or equity, each Party reserves the right to seek equitable relief, including injunctive relief and specific performance.

5.4.4 Should WSP 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, WSP and Qwest shall pay all undisputed amounts due. Both WSP and Qwest agree to expedite the investigation of any disputed amounts, promptly provide all documentation regarding the amount disputed that is reasonably requested by the other Party, and work in good faith in an effort to resolve and settle the dispute prior to initiating any other rights or remedies.

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

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

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

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

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

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

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

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

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

5.5 Taxes

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

5.6 Insurance

5.6.1 The Parties agree that this Section relating to insurance requirements for co-locating parties has been deleted in its entirety; provided, however, if either party requests an amendment to this Agreement for Collocation, the amendment will require the co-locating party to meet insurance requirements maintained by Qwest for other telecommunications carriers at the time of the amendment.

5.7 Force Majeure

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

5.8 Limitation of Liability

5.8.1 Each Party's liability to the other Party for any loss relating to or arising out of any act or omission in its performance under this Agreement, whether in contract, warranty, strict liability, or tort, including (without limitation) negligence of any kind, shall be limited to the total amount that is or would have been charged to the other Party by such breaching Party for the

service(s) or function(s) not performed or improperly performed. Each Party's liability to the other Party for any other losses shall be limited to the total amounts charged to WSP under this Agreement during the contract year in which the cause accrues or arises. Payments pursuant to the QPAP should not be counted against the limit provided for in this Agreement 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.

5.8.3 Intentionally Left Blank.

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

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

5.9 Indemnity

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

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

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

5.9.2 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 WSP 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 WSP 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 WSP 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 WSP 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 WSP.

5.10.4 Except as expressly provided in this Intellectual Property Section, nothing in this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, logo, trademark, trade name, trade secret or any other intellectual property right now or hereafter owned, controlled or licensable by either Party. Neither Party may use any patent, copyright, logo, trademark, trade name, trade secret or other intellectual property rights of the other Party or its Affiliates without execution of a separate agreement between the Parties.

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

5.10.6 Intentionally Left Blank.

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

5.11 Warranties

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

5.12 Assignment

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

5.12.2 In the event that Qwest transfers to any unaffiliated Party exchanges including End User Customers that WSP 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 WSP 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 WSP and the Transferee with respect to Transferee's assumption of Qwest's obligations pursuant to the terms of this Agreement.

5.12.3 WSP shall have the right, without the prior written consent of Qwest, to assign this Agreement (including its rights, duties and obligations hereunder) to a limited liability company organized by WSP and other CMRS carriers for the purposing for forming a single entity for switching and transporting their respective wireless traffic. Upon written notification to Qwest of assignment pursuant to this Section 5.12.3, and delivery to Qwest of an instrument by which such limited liability company assumes all of WSP's rights, duties and obligations hereunder, WSP shall be released from any further liability under this Agreement.

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

5.13 Default

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

5.14 Disclaimer of Agency

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

5.15 Severability

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

5.16 Nondisclosure

5.16.1 All information, including but not limited to specifications, microfilm, photocopies, magnetic disks, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data, (i) furnished by one Party to the other Party dealing with business or marketing plans End User Customer specific, facility specific, or usage specific information, other than End User Customer information communicated for the purpose of providing Directory Assistance or publication of Directory Database, or (ii) in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary", or (iii) communicated and declared to the receiving Party at the time of delivery, or by written notice given to the receiving Party within ten (10) calendar Days after delivery, to be "Confidential" or "Proprietary" (collectively referred to as "Proprietary Information"), shall remain the property of the disclosing Party. A Party who receives Proprietary Information via an oral communication may request written confirmation that the material is Proprietary Information. A Party who delivers Proprietary Information via an oral communication may request written confirmation that the Party receiving the information understands that the material is Proprietary Information. Each Party shall have the right to correct an inadvertent failure to identify information as Proprietary Information by giving written notification within thirty (30) Days after the information is disclosed. The receiving Party shall from that time forward, treat such information as Proprietary Information.

5.16.2 Upon request by the disclosing Party, the receiving Party shall return all tangible

copies of Proprietary Information, whether written, graphic or otherwise, except that the receiving Party may retain one copy for archival purposes.

5.16.3 Each Party shall keep all of the other Party's Proprietary Information confidential and will disclose it on a need to know basis only. In no case shall retail marketing, sales personnel, or strategic planning have access to such Proprietary Information. The Parties shall use the other Party's Proprietary Information only in connection with this Agreement. Neither Party shall use the other Party's Proprietary Information for any other purpose except upon such terms and conditions as may be agreed upon between the Parties in writing.

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

a) was at the time of receipt already known to the receiving Party free of any obligation to keep it confidential evidenced by written records prepared prior to delivery by the disclosing Party; or

b) is or becomes publicly known through no wrongful act of the receiving Party; or

c) is rightfully received from a third Person having no direct or indirect secrecy or confidentiality obligation to the disclosing Party with respect to such information; or

d) is independently developed by an employee, agent, or contractor of the receiving Party which individual is not involved in any manner with the provision of services pursuant to the Agreement and does not have any direct or indirect access to the Proprietary Information; or

e) is disclosed to a third person by the disclosing Party without similar restrictions on such third person's rights; or

f) is approved for release by written authorization of the disclosing Party; or

g) is required to be disclosed by the receiving Party pursuant to Applicable Law or regulation provided that the receiving Party shall give sufficient notice of the requirement to the disclosing Party to enable the disclosing Party to seek protective orders.

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

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

5.16.7 Each Party agrees that the disclosing Party could be irreparably injured by a

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

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

5.16.9 Forecasts provided by either Party to the other Party shall be deemed Confidential Information and the Parties may not distribute, disclose or reveal, in any form, this material 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, WSP 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 or the forecast as it relates to any reason for which WSP provided it to Qwest under this Agreement, as well as to WSP's wholesale account managers, wholesale LIS and Collocation 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 WSPs have 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 WSP 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. 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 WSP 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 WSP, upon meeting the requisite showing, to obtain provisional remedies (including injunctive relief) from a court before, during or after the pendancy 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 WSP shall attempt, in good faith, to agree on a plan for such document discovery. Should they fail to agree, either Qwest or WSP may request a joint meeting or conference call with the Arbitrator. The Arbitrator shall resolve any Disputes between Qwest and WSP, 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, trade name, trade dress or service mark of a Party.

5.19 Controlling Law

5.19.1 This Agreement is offered by Qwest and accepted by WSP 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, WSP will ensure that to the extent any activities which it undertakes in the facility disturb such suspect materials, such WSP 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 WSP or equipment placement activities that result in the generation of asbestos-containing material, WSP 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 WSP if Qwest undertakes any asbestos control or asbestos abatement activities that potentially could affect WSP 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 WSP at the addresses shown below:

Qwest Corporation
Director Interconnection Agreements
1801 California, Room 2410
Denver, CO 80202
Email : intagree@Qwest.com
Phone : 303-965-3029
Fax : 303-896-7077

With copy to:

Qwest Law Department
Attention: Corporate Counsel, Interconnection
1801 California Street, 10th Floor
Denver, CO 80202

and to WSP at the address shown below:

Uintah Basin Electronics Telecommunication
211 E. 200 N
Roosevelt, Utah 84066
Attn: Bert Potts
Email :bpotts@ubta-ubet.com
Phone: 435-622-5255
Fax: 435-622-6255

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

5.22 Responsibility of Each Party

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

5.23 No Third Party Beneficiaries

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

5.24 Intentionally Left Blank.

5.25 Publicity

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

5.26 Executed in Counterparts

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

5.27 Compliance

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

5.28 Compliance with the Communications Assistance Law Enforcement Act of 1994

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

5.29 Cooperation

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

5.30 Amendments

5.30.1 Amendments; Waivers. The provisions of this Agreement, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to

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

5.31 Entire Agreement

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

SECTION 6.0 - INTERCONNECTION

6.1 Interconnection Facility Options

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

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

6.1.2 Methods of Interconnection

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

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

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

6.1.2.1.3 Mid-Span Meet POI. A Mid-Span Meet POI is a negotiated Point of Interface, limited to the Interconnection of facilities between one Party's switch and the other Party's switch. The actual physical Point of Interface and facilities

used will be subject to negotiations between the Parties. Each Party will be responsible for its portion of the build to the Mid-Span Meet POI. These Mid Span Meet POIs will consist of facilities used for the Provisioning of one or two way Type 2 and Jointly Provided switched Access Interconnection trunks, as well as Ancillary trunks such as, OS, DA, and 911 trunk groups.

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

6.1.2.1.3.2 In a Mid-Span Fiber Meet the Parties agree to establish technical interface specifications for Fiber Meet arrangements that permit the successful Interconnection and completion of traffic routed over the facilities that interconnect at the Fiber Meet. WSP 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 WSP.

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

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

6.2 Exchange of Traffic

6.2.1 Description

6.2.1.1 Reciprocal traffic exchange addresses the exchange of traffic between WSP's network and Qwest's network. Reciprocal traffic exchange covered by this Agreement is for Wireless Interconnection for CMRS Carriers only in association with CMRS two-way services. Other Interconnections are covered by a separate agreement or Tariff. Wireless two-way Interconnection is intended for Wireless to Wireline or Wireline to Wireless, but not Wireline to Wireline communications. For purposes of this Agreement, Fixed Wireless is considered a Wireline architecture. The Wireless Interconnection provided shall not be used to terminate other types of traffic on Qwest's network, such as Wireline originated traffic. 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, by an amendment to this Agreement, the Parties will directly exchange traffic between their respective

networks without the use of third party transit providers.

6.2.1.1.1 Qwest and WSP understand and agree that WSP may provide use of its facilities and the interconnection trunking and other services WSP may obtain from Qwest pursuant to this Agreement to other CMRS carriers who do not have interconnection agreements with Qwest. WSP will provide a Letter of Authorization ("LOA") to Qwest for each such arrangement, executed both by WSP and the CMRS carrier receiving the services from WSP. WSP further understands and agrees that all traffic exchanged over the trunking facilities and any other services provided to WSP that WSP permits another CMRS carrier to make use of shall continue to be treated as solely between Qwest and WSP pursuant to the Agreement. WSP shall not claim it is providing any transiting services to Qwest and Qwest and WSP shall pay each other for the reciprocal exchange of traffic under this Agreement for all traffic exchanged, regardless of whether it is for WSP's end users or for a different CMRS carrier. WSP represents and warrants that any CMRS carriers receiving services from WSP as discussed in this Section 6.2.1.1.1 will not be permitted to bill Qwest for the exchange of traffic or any services related to the exchange of traffic and WSP will indemnify and hold Qwest harmless from any claims of other CMRS carriers who utilize WSP as discussed in this Section 6.2.1.1 against Qwest relating in any way to this Agreement.

6.2.1.2 Depending upon WSP's needs and the technical capability and location of Qwest switches, various Wireless Interconnections and service arrangements are possible. Wireless Interconnection service arrangement requires, at a minimum, a connection to those Access Tandems in each LATA where WSP originates or terminates traffic, by using Type 2A Interconnections. When total traffic volumes of all End Offices subtending a Local Tandem or to an individual End Office reach 512 CCS, the WSP may be required to interconnect to the Local Tandem or End Office.

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

6.2.1.3.1 Local Traffic as defined in this Agreement.

6.2.1.3.2 Non-Local traffic as defined in this Agreement.

6.2.1.3.3 Jointly Provided Switched Access Traffic as defined in this Agreement.

6.2.1.3.4 Transit Traffic as defined in this Agreement.

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

6.2.1.4.1 Directory Assistance

6.2.1.4.2 911/E911

6.2.1.4.3 Toll and Assistance Operator Services

6.2.1.4.4 Toll Free Services; and

6.2.1.4.5 ISP Bound Traffic.

6.2.1.5 Toll Blocking Service is a Selective Class of Call Screening (CustomNet). Selective Class of Call Screening restricts, by operator screen identification, outgoing toll calls from trunks to collect, third party billed, and/or credit card calls only. Direct dialed calls to Directory Assistance, 800/877/888, E911/911, 950, and Qwest Repair are permitted. It is available when WSP sends its traffic on outgoing Ancillary Trunks.

6.2.1.6 Billed Number Screening allows WSP the capability of restricting incoming collect and/or third number billed calls from being billed to their Ancillary Trunks. Although these lines are outgoing trunks, the capability does exist to terminate a collect and/or third number billed call to the line. Other long distance companies may or may not subscribe to Billing Validation or recognize the billed number screening indicator. Therefore, calls placed on other long distance company networks may complete and bill collect and/or third number billed calls to the WSP account. Qwest is not responsible for any calls completed on other long distance company networks.

6.2.2 Wireless Interconnection Requirements

As a part of the Wireless Interconnection requirements, WSP will establish Type 2 trunk groups to the Qwest Access Tandem or End Office switch(es), as required.

6.2.2.1 Type 2A Interconnections

6.2.2.1.1 Type 2A Local Tandem Interconnection

6.2.2.1.1.1 The Type 2A Local Tandem Interconnection links WSP's POI to a Qwest Local Tandem and is used for the exchange of Local Traffic between WSP and NXXs served by the End Offices subtending the Local Tandem. This Interconnection arrangement carries both first routed direct final traffic and traffic overflowed on an alternate final basis from a Type 2B Primary High Use Interconnection arrangement. A separate Type 2A Access Tandem Interconnection is needed in conjunction with a Type 2A Local Tandem Interconnection for the exchange of Non-Local Exchange Access and Jointly Provided switched Access.

6.2.2.1.2 Type 2A Access Tandem Interconnection

6.2.2.1.2.1 The Type 2A Access Tandem Interconnection links WSP's POI to a Qwest Access Tandem for the exchange of Non-Local, Exchange Access and Jointly Provided switched Access traffic. In some circumstances, the WSP may also choose to use a Type 2A Access Tandem connection for the exchange of Local Traffic. A Type 2A Access Tandem connection can be configured in either of the following ways: 1.) as a separate trunk group for Local/IntraLATA and Non-Local excluding Jointly Provided switched Access and a second trunk group for Jointly Provided switched Access or 2.) as a single combined trunk group for Local/IntraLATA/Non-Local/and Jointly Provided switched Access. Wireless Interconnection service arrangement requires connection to those Access Tandems in each LATA where WSP has originating or terminating traffic.

6.2.2.1.3 Type 2A Equal Access Interconnection

6.2.2.1.3.1 This direct final route trunk group is used for the delivery of Interexchange Carrier Switched Access Traffic. It is an Interconnection with inband signaling or out of band signaling, where available, using Feature Group D signaling protocol between WSP's POI and the Access Tandem serving the area in which the POI is located. The service enables WSP's End User Customers to use their pre-subscribed Interexchange Carrier of choice. Equal Access trunks are available as one way out (mobile to land) and are not available as one way in (land to mobile), two way or for paging trunks.

6.2.2.2 Type 2B Interconnections

6.2.2.2.1 Type 2B Primary High Use Interconnection

6.2.2.2.1.1 The Type 2B Primary High Use Interconnection is a two-way trunk group Interconnection between WSP's POI and a Qwest End Office, within the same LATA. WSP must designate a Type 2A Trunk Group to a Qwest Local Tandem or Access Tandem switch for overflow. Type 2B Primary High Use service is only available in conjunction with an associated Type 2A service and is offered only where facilities and operating conditions permit. WSP's and Qwest's Local Traffic can be exchanged over this Interconnection. WSP will not route ancillary traffic or traffic terminating to Interexchange Carriers via Feature Group B, C, or D through the Type 2B Primary High Use Interconnection. Type 2B Primary High Use trunks are required when actual busy hour traffic exceeds 512 CCS to a Qwest End Office.

6.2.2.2.2 Type 2B Full Group Service Interconnection

6.2.2.2.2.1 The Type 2B Full Group Service is a direct final, two-way trunk group connection between WSP POI and a Qwest End Office, within the same LATA. Each 2B Full Group serves only the individual End Office. Overflow capability to an alternative trunk group is not available with a Type 2B Full Group configuration. Only traffic destined to telephone numbers associated with the Qwest End Office and the WSP's POI may be exchanged on this trunk group.

6.2.2.3 Type 2D Interconnection

6.2.2.3.1 Type 2D Interconnection is a direct final route trunk group between a WSP Point of Interconnection and the Operator Services Tandem for the delivery of calls (i.e. Directory Assistance, National Directory Assistance, Operator Services). Type 2D Interconnection is a direct route to the Operator Services Tandem only. Type 2D trunks are available as one way out, mobile to land (to the Qwest Operator Tandem); they are not available as one way in or for paging. Qwest offers Signaling System 7 (SS7) and Multi-frequency (MF) signaling on Type 2D Interconnection.

6.2.2.4 Ancillary Interconnection

6.2.2.4.1 One-way mobile to land trunk group connection between the WSP POI and the Qwest Serving Wire Center of the POI which includes Qwest common transport to terminate calls for miscellaneous traffic including: Directory Assistance, Operator Services (collect, credit card and Third Party Billed), Toll Free Services, 911, InterLATA Toll Services.

6.2.3 Trunking Requirements

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

6.2.3.2 Two-way trunk groups will be established wherever possible and where the Qwest switch can support the rating and billing of mobile to land traffic. Separate trunk groups will be established based on billing, signaling, and network requirements.

6.2.3.3 Although, two-way trunk groups are the preferred method of Interconnection, one-way trunk groups may be established. If either Party elects to provision its own one-way trunks for delivery of Local Traffic to be terminated on the other Party's network, the other Party must also provision its own one-way trunks to the extent that traffic volumes warrant.

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

6.2.3.5 Host-Remote. When a Qwest Wire Center is served by a remote End Office switch, WSP may deliver traffic to the host Central Office or to the Tandem. WSP may deliver traffic directly to the remote End Office switch only to the extent Qwest has arranged similar trunking for itself or others. For remote switches that currently lack direct trunking capability, Qwest will accept Bona Fide Requests for Trunk Side access.

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

6.2.3.6.1 WSP may interconnect at either the Qwest Local Tandem switch or the Qwest Access Tandem switch for the delivery of local exchange traffic. When WSP is interconnected at the Access Tandem switch and where there would be a DS1's worth of Local Traffic (512 CCS) between WSP's switch and those Qwest End Offices subtending a Qwest Local Tandem switch, WSP will order a direct trunk group to the Qwest Local Tandem switch.

6.2.3.6.1.1 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.

6.2.3.6.2 To the extent Qwest is using a specific End Office to deliver limited Tandem switching functionality to itself, a Wireless Service Provider,

WSP, or another ILEC, it will arrange the same trunking for WSP.

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

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

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

6.2.3.7.3 When the Parties interconnect via CCS for Jointly Provided switched Access Service, the Tandem provider will provide MF/CCS interworking as required for Interconnection with Interexchange Carriers who use MF signaling.

6.2.4 Terms and Conditions

6.2.4.1 Transport and Termination of Local Traffic.

6.2.4.1.1 Local Traffic will be exchanged as Type 2 Service.

6.2.4.1.2 As negotiated between the Parties, the transport of Local Traffic may occur in several ways. The Parties may purchase transport services from each other or from a third party including a third party that has leased the Private Line Transport Service facility from Qwest. Such transport provides a transmission path for the Type 2 trunk to deliver the originating Party's Local Traffic to the terminating Party's End Office or Tandem for call termination. This Section is not intended to expand either Party's obligation under Section 251(a) of the Act.

6.2.4.1.3 Based on forecasted or actual traffic at WSP's busy hour in centum call seconds (ccs), where there is a DS1's worth of traffic (512 ccs) between WSP's POI and a Qwest End Office or Local Tandem, WSP will order a dedicated trunk group from WSP's POI directly to the Qwest End Office or Local Tandem.

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

6.2.4.1.5 If Direct Trunked Transport is greater than fifty (50) miles in length, and existing facilities are not available in either Party's network, and the Parties cannot agree as to which Party will provide the facility, the Parties will bring the matter before the Commission for resolution on an Individual Case Basis.

6.2.4.2 Non-Local Traffic

6.2.4.2.1 Non-Local Traffic will be exchanged over Type 2 facilities and usage will be rated using the FCC's Access Tariff and the applicable switched Access rates.

6.2.4.3 Transit Traffic

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

6.2.4.3.2 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.

6.2.4.3.3 Except as noted in Section 6.2.4.3.4 below, the originating company is responsible for the provisioning of billable usage data and/or billable records and payment of appropriate rates to the both the transit company and to the terminating company. The transit company may waive the data and/or record provisioning requirement at its option. In no event shall the transit company be obligated to pay termination charges to any other carrier. The transit company shall have the option of receiving the originating usage data in either report format or billable record format. If the transit company elects to receive billable records, the record format shall be in accordance with industry standard Category 11-01 record format.

6.2.4.3.4 In the case of InterMTA Exchange Access (IntraLATA Toll) calls which flow from the End User Customer of a LEC, transit Qwest facilities and terminate to the Wireless Company, and where Qwest is the 1+ presubscribed IntraLATA Toll provider for End User Customers who originate such calls, Qwest will be responsible for payment of appropriate termination charges to the terminating company. In no other event will the transit company be obligated to pay termination charges to any other carrier.

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

6.2.4.4 Jointly Provided Switched Access

6.2.4.4.1 The Parties will use industry standards developed to handle the

provisioning and billing of Jointly Provided switched Access (MECAB, MECOD, and the appropriate 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 WSP of the billing name, billing address and the Carrier Identification Codes (CIC) of the IXCs subtending any Access Tandems to which WSP directly connects. This type of traffic is discussed separately in this Section.

6.2.4.5 Interface Code Availability

6.2.4.5.1 Supervisory signaling specifications, and the applicable Network Channel Interface codes for Type 2 trunks, are the same as those defined in Telcordia Reference Documents GR-145-CORE and BR-795-403-100.

6.2.4.6 Signaling Options

6.2.4.6.1 SS7 Out of Band Signaling

6.2.4.6.1.1 "Signaling System 7 Out of Band Signaling" or "SS7 Signaling" means the Common Channel Signaling (CCS) protocol used to digitally transmit call set-up and network control data over a special signaling network fully separate from the public voice switched Network Elements that carry the actual call. For purposes of this Agreement, the terms "CCS" and "SS7" shall be interchangeable. SS7 Signaling should be the signaling of choice for Type 2 trunks where technically feasible for both Parties. SS7 signaling may be used on Type 2 Equal Access Trunks in an office where the SS7 Cell Feature has been deployed. Common Channel Signaling Access Capability Service may be obtained through the following options: (a) a finished service as defined in the Qwest FCC Tariff No. 1, and State Access Tariffs or (b) from a third party Signaling provider. Qwest and WSP, will provide for Interconnection of their signaling network for the mutual exchange of signaling information in accordance with the industry standards as described in Telcordia documents, including but not limited to GR-905 CORE, GR-954 CORE, GR-394 CORE and Qwest Technical Publication 77342.

6.2.4.6.2 "Multi-Frequency Address Signaling" or "MF Signaling"

6.2.4.6.2.1 MF Signaling is a signaling method used to transmit address information and other information over voice frequency transmission facilities. It is also referred to as in-band signaling. Where SS7 signaling is not available or not technically feasible by both Parties, inband Multi-Frequency (MF) wink start signaling will be used. When the SS7 option becomes available in both networks, the Parties will jointly work to convert existing MF Signaling to SS7.

6.2.4.6.3 Clear Channel Capability

6.2.4.6.3.1 Clear Channel Capability (64CCC) permits 24 DS0-64 Kbps services or 1.536 Mbps of information on the 1.544 Mbps/s line rate. 64CCC is available for Type 2 trunks equipped with SS7 Out-of-Band

Signaling. 64CCC must be requested on the order for the new Type 2 trunks. Qwest will provide WSP with a listing of Qwest Tandems fully capable of routing 64CCC traffic through the Qwest website: http://www.qwest.com/disclosures. Where available to Qwest, Qwest will provide WSP with the same 64CCC on an alternate route or if necessary via an overlay network.

6.2.4.7 Measurement of Terminating Local Minutes

6.2.4.7.1 Measurement of terminating Local minutes begins when the calling Party's switch receives answer supervision from the called Party's switch indicating the called Party has answered. The measurement of terminating call usage over Type 2 trunks ends when the calling Party's switch receives disconnect supervision from either the called Party's switch, indicating the called Party has disconnected, or the calling Party's switch, indicating the calling Party has disconnected, whichever is recognized first by the calling Party's switch. This is commonly referred to as "Conversation Time." The Parties will only charge for actual minutes of use and/or fractions thereof of completed calls. Minutes of use are aggregated at the end of the billing cycle by End Office and rounded to the nearest whole minute.

6.2.4.8 Type 2 Forecasting

6.2.4.8.1 Both WSP and Qwest shall work in good faith to define a mutually agreed upon forecast of Type 2 trunking.

6.2.4.8.2 Both Parties shall have the obligation to participate in joint planning meetings at semi-annual intervals to establish trunk design and provisioning requirements. The Parties agree to provide mutual trunk forecast information to ensure End User Customer call completion between the Parties' networks. Such forecasts shall be for Type 2 trunking, which impacts the switch capacity and facilities of each Party.

6.2.4.8.3 switch capacity growth jobs requiring the addition of new switching modules may require six months for order and install. To align with the timeframe needed to provide for the requested facilities, including engineering, ordering, installation and make ready activities, the Parties will utilize Qwest standard forecast timelines, as defined in the standard Qwest Type 2 Trunk Forecast Forms for growth planning. For capacity growth, Qwest will utilize WSP semi-annual forecasts and near-term demand submitted on Unforecasted Demand Notification Form to ensure availability of switch capacity.

6.2.4.8.4 Each Party will utilize the forecast cycle outlined on the Qwest Type 2 Trunk Forecast Forms, which stipulates that forecasts be submitted on a semi-annual basis. The forecast will identify trunking requirements for a two-year period. From the semi-annual close date as outlined in the forecast cycle, the receiving Party will have one (1) month to determine network needs and place vendor orders which require a six (6) month minimum to complete the network build. Seven (7) months after submission of the initial forecast, Qwest will have the necessary capacity in place to meet the WSP forecast. After the initial Forecast, Qwest will ensure that capacity is available to meet WSP's needs as

described in the WSP forecasts.

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

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

6.2.4.8.7 Joint planning meetings will be used to bring clarity to the process. Qwest shall work cooperatively with WSP in determining proper volumes of Interconnection facilities through joint, cooperative planning sessions. Each Party will provide adequate information associated with the Qwest Type 2 Trunk Forecast Forms in addition to its forecasts. No later than two weeks prior to the joint planning meetings, the Parties shall exchange information to facilitate the planning process. Both Parties shall provide information on major network projects anticipated for the following year that may impact the other Party's forecast or Interconnection requirements Qwest shall provide WSP 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. WSP will be provided Interconnection trunk group data on its own trunks. The information is Qwest-proprietary, provided under non-disclosure and is to be used solely for Interconnection network planning.

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

(a) Completed Qwest Type 2 Trunk Forecast Forms; and

(b) Any planned use of an alternate Local Tandem Provider.

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

(a) Qwest Tandems and Qwest End Offices (LERG);

(b) CLLI codes (LERG);

(c) Business/Residence line counts (ICONN);

(d) switch type (LERG or ICONN); and

(e) Current and planned switch generics (ICONN).

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

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

6.2.4.8.11 When appropriate, Qwest will notify WSP 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. WSP shall respond to the TGSR within ten (10) business Days of receipt.

6.2.4.8.12 The following terms shall apply to the forecasting process:

6.2.4.8.12.1 WSP forecasts shall be provided to Qwest as detailed in the standard Wireless Type 2 Trunk Forecast Form.

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

6.2.4.8.13 If a trunk group is consistently utilized (trunks required over trunks in service) at less than fifty percent (50%) of rated busy hour capacity each month of any consecutive three (3) month period, Qwest will notify WSP of Qwest's desire to resize the trunk group. Such notification shall include Qwest's information on current utilization levels. If WSP does not submit an ASR to resize the trunk group 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 WSP assigned trunk group with less than twenty five percent (25%) excess capacity. Ancillary trunks are excluded from this treatment.

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

6.2.4.8.15 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 WSP alone is the sole cause of such construction. Qwest shall initiate such proceeding within ten (10) calendar Days of notifying WSP in writing that it will not construct the requested facilities, or within ten (10) calendar Days of notice from WSP 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 WSP will share costs in proportion to each Party's use of the overall capacity of the route involved. Qwest and WSP may also choose to work in good faith to identify and locate alternative routes that can be used to accommodate WSP

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.

6.2.4.9 Testing

6.2.4.9.1 Acceptance Testing. At the time of installation of a Type 2 trunk group, and at no additional charge, acceptance tests will be performed to ensure that the service is operational and meets the applicable technical parameters.

6.2.4.9.2 Testing Capabilities

6.2.4.9.2.1 Type 2 acceptance testing is provided where equipment is available, with the following test lines: seven-digit access to balance (100 type), milliwatt (102 type), nonsynchronous or synchronous, automatic transmission measuring (105 type), data transmission (107 type), loop-around, short circuit, open circuit, and non-inverting digital loopback (108 type), and such other acceptance testing that may be needed to ensure that the service is operational and meets the applicable technical parameters.

6.2.4.9.2.2 In addition to Type 2 acceptance testing, other tests are available (e.g., additional cooperative acceptance testing, automatic scheduled testing, cooperative scheduled testing, manual scheduled testing, and non-scheduled testing) at the applicable rates found in Exhibit A, Miscellaneous Charges. Testing fees will be paid by WSP when requesting testing.

6.2.4.9.3 Repair Testing. At the time of repair of a Type 2 trunk group, at no additional charge, tests will be performed to ensure that the service is operational and meets the applicable technical parameters.

6.2.4.10 Mileage Measurement. Where required, the mileage measurement for Type 2 rate elements is determined in the same manner as the mileage measurement for V & H methodology as outlined in NECA Tariff No. 4.

6.3 Reciprocal Compensation

6.3.1 Interconnection Facility Options

6.3.1.1 The Reciprocal Compensation Provisions of this Agreement shall apply to the exchange of Local Traffic between WSP's network and Qwest's network. Where either Party interconnects and delivers traffic to the other from third parties, each Party shall bill such third parties the appropriate charges pursuant to its respective Tariffs, Price Lists or contractual offerings for such third party terminations. 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.

6.3.1.2 Entrance Facilities

6.3.1.2.1 Recurring and nonrecurring rates for Entrance Facilities are specified in Exhibit A and will apply for those DS1 or DS3 facilities dedicated to use by Type 2 Service.

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

6.3.1.3 Collocation

6.3.1.3.1 Interconnection may be accomplished through the Collocation arrangements offered by Qwest. The terms and conditions under which Collocation will be available are described in Section 7 of this Agreement.

6.3.1.4 Direct Trunked Transport is available as follows:

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

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

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

6.3.2 Trunk Nonrecurring Charges

6.3.2.1 Installation nonrecurring charges may be assessed by the provider for each Type 2 trunk ordered. Qwest rates are specified in Exhibit A.

6.3.2.2 Nonrecurring charges for rearrangement may be assessed by the provider for each Type 2 trunk rearrangement ordered, at one-half the trunk non-recurring interface rates specified in Exhibit A.

6.3.3 Miscellaneous Charges

6.3.3.1 Cancellation charges will apply to cancelled Type 2 trunk orders, based upon the critical dates, terms and conditions in accordance with the Access Service Tariff Section 5.2.3, and the Trunk Nonrecurring Charges referenced in this Agreement.

6.3.3.2 Expedite requests for trunk orders are allowed. Expedites are requests for intervals that are shorter than the interval defined in Qwest's Service Interval Guide (SIG) or Individual Case Basis (ICB) due date. Charges as set forth in Exhibit A apply for expedites.

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

6.3.3.5 Miscellaneous Charges are defined in the Definitions Section.

6.3.4 Multiplexing

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

6.3.5 Facilities Credit

6.3.5.1 When WSP leases facilities from Qwest for Entrance Facility (EF), Direct Trunked Transport (DTT) and Multiplexing, Qwest's charges shall be adjusted to account for the portion of the facility used to transport traffic originated by Qwest's End User Customers to WSP, as follows.

6.3.5.1.1 A credit will be calculated by multiplying the sum of the total monthly two way channel facility for the EF, DTT, and multiplexer state specific charges by a Percent Local Usage 2B(PLU 2B) factor of 0.185 (eighteen and one half percent). This PLU 2B factor can be updated every six months subject to review and validation by Qwest, based on a three-month study of actual usage of Qwest originated land to mobile traffic to total traffic exchanged between the Parties. This factor will be supplied to Qwest thirty (30) Days prior to its effective date. If WSP does not supply a new factor, the previous factor will remain in effect until the next update. This credit will be applied each month for the term of this Agreement.

6.3.5.1.2 The Parties agree that the Facilities Credit is intended to apply only to 2-way Type 2 Interconnection facilities.

6.3.6 Local Traffic

6.3.6.1 End Office Call Termination

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

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

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

6.3.6.2 Tandem Switched Transport

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

6.3.6.2.2 Mileage shall be measured for the Tandem transmission rate

elements based on V&H coordinates between the Tandem and terminating End Office.

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

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

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

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

6.3.7 Billing for Qwest – Originated Local Traffic

6.3.7.1 WSP may receive payment for Qwest originated Local Traffic it terminates by either: (1) using Reciprocal Compensation Credits, or; (2) Billing Qwest directly. SS7 signaling is a prerequisite for direct billing. The Reciprocal Compensation Credits method will be the billing method used unless written notification is made to Qwest from WSP indicating the election of direct billing. Such notification shall be made at least ninety (90) Days in advance, and both Parties shall agree on the format and content of the bill at least thirty (30) Days prior to commencement of such billing. If WSP cannot provide appropriate billing detail, as per the agreed upon content and format, billing will remain as Reciprocal Compensation Credits.

6.3.7.2 Reciprocal Compensation Credit for Qwest - Originated Traffic

6.3.7.2.1 Each Party will compensate the other for its traffic terminating to the other Party's End User Customers. WSP's rate for Qwest's Reciprocal Compensation Credit will be based upon either (i) End Office switching rate, and Tandem rates if WSP switch(es) meet the definition of a Tandem switch or (ii) FCC ISP Ordered Rate listed in Exhibit A, dependent on WSP's choice for Local Traffic, as found in Exhibit J. Qwest will compensate WSP for MTA/Local two-way traffic originated from Qwest's End User Customers within the LATA. Qwest will not compensate for paging traffic in this Agreement.

6.3.7.2.2 The Reciprocal Compensation Credit shall be calculated as follows.

Step 1 - Determine IntraMTA/Local Use Factor by subtracting the M-L InterMTA percent factor of 5% from the number one.

Step 2 - Multiply the measured mobile to land minutes of use terminated on the Qwest network by using the Percent IntraMTA/Local Use factor of ninety-five percent (95%).

Step 3 - Divide the total adjusted number of monthly MTA/Local WSP minutes of use terminated on Qwest's network by a PLU 1 factor of [0.70 (seventy percent)].

Step 4 - Multiply the total of the calculation in Step 3 by a PLU 2A factor [0.185 (eighteen and one-half percent)], to arrive at the total Qwest IntraMTA/Local minutes of use terminated on WSP's network per month.

Step 5 - Multiply the monthly total by the applicable reciprocal compensation rate specified in Exhibit A to obtain the Reciprocal Compensation Credit for the month.

EXAMPLE OF RECIPROCAL CREDIT CALCULATION
Illustrated Only With Call Termination End Office switching Rate

WSP minutes terminated to Qwest subscribers (M-L)	10,000,000
Step 1 - Percent IntraMTA/Local Use Factor (1-.05)	.95
Step 2 – Adjusted (M-L) IntraMTA MOU's (10,000,000 * .95)	9,500,000
Step 3 - Divide by .70 (PLU 1) factor to arrive at total minutes (9,500,000 /.70)	13,571,429
Step 4 – Multiply by .185 (PLU 2A) factor to arrive at Qwest minutes to WSP	2,510,714
Step 5 - Multiply result by End Office switching rate for Reciprocal Compensation Credit (2,510,714 x $0.00298)	$ 7,481.92

6.3.7.2.3 Reciprocal Compensation Credit does not include: one-time charges and Ancillary service charges.

6.3.7.2.4 The Reciprocal Compensation Credit for the month will appear on each monthly bill to WSP as a credit against amounts due and payable. Reciprocal Compensation Credits will be applied one (1) month in arrears. Any minutes of use eligible for the Reciprocal Compensation Credit which are adjusted (debit or credit) will directly result in an adjustment in the Reciprocal Compensation Credit.

6.3.8 Requirements for Direct Billing Qwest – Originated Local Traffic

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

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

6.3.8.3 Carriers will exchange billing contacts and telephone numbers.

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

6.3.8.5 WSP will bill Qwest by LATA, by state, based on the terminating location of the call. WSP will display the CLLI code(s) of the POI.

6.3.8.6 WSP will assign an Invoice Number and/or Billing Account Number.

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

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

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

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

6.3.8.11 Invoice will include all applicable taxes and surcharges. WSP will calculate, bill, collect and remit applicable taxes and surcharges to the appropriate authorities.

6.3.8.12 WSP's invoices to Qwest will be provided on paper, unless a mechanized format is mutually agreed upon.

6.3.8.13 In no event will charges be billed in excess of ninety (90) Days after such charges have been incurred.

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

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

6.3.8.16 WSP's invoice to Qwest will not include switched Access Traffic.

6.3.8.17 WSP's invoice will contain only the agreed upon measured usage element charges.

6.3.8.18 Back up data to the invoice will identify the Qwest End User Customer's

NPA NXX from which the call was originated, when requested.

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

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

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

6.3.9 Non-Local Traffic

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

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

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

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

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

6.3.9.5 If the Reciprocal Compensation Credit method is utilized, the L-M InterMTA factor will be multiplied by the calculated Qwest originated Land to Mobile Minutes of Use (MOU). Qwest may reduce Reciprocal Compensation Credit LM MOU and bill WSP for the resulting MOU at interstate switched Access Tariff rates.

6.3.10 ISP Bound Traffic

6.3.10.1 ISP Bound Traffic

6.3.10.1.1 Subject to the terms of this Section, intercarrier compensation for ISP-bound traffic exchanged between Qwest and WSP will be billed pursuant to rates in Exhibit A, without limitation as to the number of MOU ("minutes of use") or whether the MOU are generated in "new markets" as that term has been defined by the FCC.

6.3.10.2 Identification of ISP-Bound traffic -- Qwest will presume traffic delivered to WSP that exceeds a 3:1 ratio of terminating (Qwest to WSP) to originating (WSP to Qwest) traffic is ISP-bound traffic. Either Party may rebut this presumption by demonstrating the factual ratio to the state Commission. Traffic exchanged that is not ISP bound traffic will be considered to be section 251(b)(5) traffic. The provisions in this Agreement apply regardless of how the ISP-bound traffic is determined.

6.3.10.2.1 Rate Caps:

6.3.10.2.1.1 $.0007 per MOU from June 14, 2003 until thirty six (36) months after the effective date or until further FCC action on Intercarrier compensation, whichever is later.

6.3.11 Transit Traffic Rates

6.3.11.1 Local Transit:

6.3.11.1.1 Local Transit is any traffic that originates from one Telecommunications Carrier's network, transits Qwest's network, and terminates to yet another Telecommunications Carrier's network within an EAS Local Area. The applicable Type 2 Tandem switching and Tandem transmission rates at the assumed mileage contained in Exhibit A of this Agreement, apply to the originating Party.

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

6.3.11.1.1.2 To determine the responsible originating Carrier of all calls for billing purposes, Qwest and WSP are required to utilize the Number Portability Administration Center (NPAC) database, or another database that is supported by Ordering and Billing Forum (OBF).

6.3.11.2 Toll Transit

6.3.11.2.1 Toll Transit is any traffic that originates from one Telecommunications Carrier's network, transits Qwest's network, and terminates to yet another Telecommunications Carrier's network between an EAS Local

area but within the LATA. The applicable Qwest rate contained in Exhibit A of this Agreement shall apply to the originating Party.

6.3.12 Jointly Provided Switched Access Services

6.3.12.1 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.

6.3.12.2 Qwest will agree to function as the Access Service Coordinator (ASC) as defined in the Multiple Exchange Carrier Ordering and Design Guidelines (MECOD). 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 WSP does not fully comply with MECOD requirements, including filing WSP End Offices and billed percentages (BPs) in the NECA 4 Tariff.

6.3.12.3 Qwest and WSP will each render a separate bill to the IXC, using the multiple bill, multiple Tariff option.

6.3.12.4 A charge will apply for Category 11-01-XX records sent in an EMI 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 is for each record created and transmitted and is listed in Exhibit A of this Agreement. The Parties will charge each other the rates set forth in Exhibit A for record exchange.

6.3.12.5 If Jointly Provided switched Access data is not processed and delivered by either Party (Qwest or WSP) and sent to the other Party within ten calendar Days of the relevant recording period and in turn such Party is unable to bill the Interexchange Carrier for the appropriate charges, the Party who failed to deliver the data will pay the other Party for the amount of the unbillable charges.

6.3.12.6 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.

6.3.13 Signaling Parameters

6.3.13.1 Telecommunications Carriers are required to provide each other the proper signaling information (e.g., originating call party number and destination call party number, etc.) to enable each Party to issue bills in a complete and timely fashion. All CCS signaling parameters will be provided including Calling Party Number (CPN), Originating Line Information (OLI), calling party category, charge number, etc. All privacy indicators will be honored. If WSP fails to provide CPN (valid originating information), and cannot substantiate technical restrictions (i.e., MF signaling) such traffic will be billed as switched Access.

6.4 Ordering

6.4.1 When ordering Type 2 Service, the ordering Party shall specify requirements on the Access Service Request: (ASR) 1) the type and number of Type 2 Interconnection facilities to terminate at the Point of Interconnection in the Serving Wire Center; 2) the type of interoffice transport, (i.e., Direct Trunked Transport or Tandem switched Transport); and 3) any optional features. When the ordering Party requests facilities, routing, or optional features different than those determined to be available, the Parties will work cooperatively in determining an acceptable configuration, based on available facilities, equipment and routing plans.

6.4.2 For each NXX code assigned to WSP by the NANPA, WSP will provide Qwest with the CLLI codes of the Qwest Tandems and WSP's Point of Interface to which traffic associated with the NXX will be routed. For NXX codes assigned to existing Type 2 trunk groups, WSP will also provide Qwest with the Qwest assigned Two-Six Code aka Trunk Group Serial Number (TGSN) to which each NXX will be routed.

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

6.4.4 A joint planning meeting will precede WSP orders for Type 2 Interconnection at new Points of Interconnection (POIs). These meetings will result in agreement and commitment that both Parties can implement the proposed plan and the transmittal of Access Service Requests (ASRs) to initiate order activity. A Party requesting Tandem Interconnection will provide its best estimate of the traffic distribution to each End Office subtending the Tandem.

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

6.4.6 Service intervals and due dates for the establishment of subsequent trunking arrangements for Interconnection between the Parties, will be in accordance with the guidelines for Type 2 contained in the Wireless Carrier Resource Guide, available on Qwest's web site: http://www.qwest.com/wholesale/pcat/wireless.html.

6.4.7 WSP may cancel an order for Type 2 service at any time prior to notification by Qwest that service is available for WSP's use, subject to cancellation charges described in State Access Tariffs. If WSP is unable to accept Type 2 Service within thirty (30) calendar Days after the original service date, WSP has the following options:

6.4.7.1 The order for Type 2 Service will be cancelled, and cancellation charges will apply, or Billing for the service will commence.

6.4.7.2 In such instances, the cancellation date or the date billing is to commence, depending on which option is selected by WSP, will be the 31st calendar Day beyond the original service date of the order for Type 2 Service.

SECTION 7.0 - COLLOCATION

7.1 Collocation allows for the placing of Telecommunications equipment owned by WSP within Qwest's premises that is necessary for accessing Interconnection and Ancillary services. There are eight types of Collocation available: Virtual, Caged Physical, Shared Caged Physical, Cageless Physical, Interconnection Distribution Frame (ICDF) (for Ancillary services only), Adjacent Collocation, Common Area Splitter Collocation, and Remote Collocation.

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

SECTION 8.0 - Intentionally Left Blank

SECTION 9.0 - ANCILLARY SERVICES

9.1 Local Number Portability

9.1.1 Managed Cuts

9.1.1.1 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.

9.1.1.2 WSP may order the LNP Managed Cut, as described in Section 9.1.1.3.

9.1.1.2.1 Parties understand that LNP order activity may be coordinated in order to ensure that the end user is provided with uninterrupted service. If the Party porting the telephone number experiences problems with its Port, and needs to delay or cancel the Port, that Party shall notify the other Party immediately. Parties will work cooperatively and take prompt action to delay or cancel the Port in accordance with industry (LNPA's Working Group) accepted procedures to minimize End User Customer service disruptions.

9.1.1.3 LNP Managed Cut: A Managed Cut permits WSP to select a project managed cut for LNP. Managed Cuts are offered on a 24 X 7 basis.

9.1.1.3.1 The date and time for the managed cut requires up-front planning and may need to be coordinated between Qwest and WSP. 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 WSPs requesting the same FDT in the same switch (switch contention) must be reviewed. In the event that any of these situations would occur, Qwest will coordinate with WSP 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.

9.1.1.3.2 WSP 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. WSP must also populate Manual IND field with the letter Y.

9.1.1.3.3 WSP 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 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.

9.1.1.3.4 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. WSP understands and agrees that in the event WSP

does not make payment for Managed Cuts, unless disputed as permitted under Section 5.4 of the Agreement, Qwest shall not accept any new LSR requests for Managed Cuts.

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

9.1.1.3.6 In the event that the LNP Managed Cut LNP conversion is not successful, WSP and Qwest agree to isolate and fix the problem in a timeframe acceptable to WSP or the Customer. If the problem cannot be corrected within an acceptable timeframe to WSP or the Customer, WSP may request the restoral of Qwest service for the ported Customer. Such restoration shall begin immediately upon request. If WSP 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 WSP.

9.1.1.3.7 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, including, without limitation, ensuring that the end user's Qwest Loop will not be disconnected prior to confirmation that telephone number has been successfully ported.

9.1.2 Query Services

9.1.2.1 Qwest shall perform default LNP queries where WSP is unable to perform its own query. WSP shall perform default LNP queries where Qwest is unable to perform its own query. Qwest query services and charges are defined in Qwest's FCC Tariff #1, Section 13.19.1, including End Office and Tandem Default Query Charges which are contained in Tariff Section 13 (Miscellaneous Service.)

9.1.2.2 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.

9.2 911/E911 Service

9.2.1 Compliance with FCC Docket 94-102 necessitates the integration of Wireless calls to the E911 network, which is separate from the Type 2 Interconnection. This E911 connectivity must be between the Wireless Carrier's switch and the appropriate 911 selective router and must include provisions for the delivery of the

Wireless End User Customer's call back telephone number and the location of the originating cell tower for Phase I and the X, Y coordinate, within 157 meters, of the calling party in lieu of the originating cell tower location, for Phase II. It is the Wireless Carriers responsibility to arrange for compliance with this section of FCC 94-102. The Parties will cooperate in the joint provision of Wireless E911 service, to include the provisioning of the network and Automatic Location Identification (ALI)) Database, under a separate agreement, which is compliant with the requirements of FCC docket 94-102, when a qualifying Public Safety Answering Point (PSAP) requests such service.

9.3 Intentionally Left Blank

9.4 Access to Poles, Ducts, Conduits, and Rights of Way see Exhibit D

9.5 Construction Charges

9.5.1 Qwest will conduct an individual financial assessment of any request that requires construction of network capacity, facilities, or space. When Qwest constructs to fulfill WSP's request, Qwest will bid this construction on a case-by-case basis. Qwest will charge for the construction through nonrecurring charges and a term agreement for the remaining recurring charge, as described in the Construction Charges Section. When WSP orders the same or substantially similar service available to Qwest End User Customers, nothing in this Section shall be interpreted to authorize Qwest to charge WSP for special construction where such charges are not provided for in a Tariff or where such charges would not be applied to a Qwest End User Customer.

SECTION 10.0 - NETWORK SECURITY

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

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

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

10.4 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.

10.5 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.

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

10.7 Qwest and WSP 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.

10.8 Revenue Protection. Qwest shall make available to WSP all present and future fraud prevention or revenue protection features. These features include, but are not limited to, screening codes, information digits '29' and '70' which indicate prison and COCOT pay phone originating line types respectively; call blocking of domestic, international, 800, 888, 900, NPA-976, 700 and 500 numbers. Qwest shall additionally provide partitioned access to fraud prevention, detection and control functionality within pertinent Operations Support Systems which include but are not limited to LIDB Fraud monitoring systems.

10.8.1 Uncollectable or unbillable revenues resulting from, but not confined to, Provisioning, maintenance, or signal network routing errors shall be the responsibility of the Party causing such error or malicious acts, if such malicious acts could have reasonably been avoided.

10.8.2 To the extent that incremental costs are directly attributable to a revenue protection capability requested by WSP, those costs will be borne by WSP.

10.8.3 To the extent that either Party is liable to any toll provider for fraud and to the extent that either Party could have reasonably prevented such fraud, the Party who could have reasonably prevented such fraud must indemnify the other for any fraud due to compromise of its network (e.g., clip-on, missing information digits, missing toll restriction, etc.).

10.8.4 If Qwest becomes aware of potential fraud with respect to WSP's accounts, Qwest will promptly inform WSP and, and the direction of WSP, take reasonable action to mitigate the fraud where such action is possible.

10.9 Law Enforcement Interface. Qwest provides emergency assistance to 911 centers and law enforcement agencies seven (7) Days a week/twenty-four (24) hours a Day. Assistance includes, but is not limited to, release of 911 trace and subscriber information; in-progress trace requests; establishing emergency trace equipment, release of information from an emergency trap/trace or *57 trace; requests for emergency subscriber information; assistance to law enforcement agencies in hostage/barricade situations, kidnappings, bomb threats, extortion/scams, runaways and life threats.

10.10 Qwest provides trap/trace, pen register and Title III assistance directly to law enforcement, if such assistance is directed by a court order. This service is provided during normal business hours, Monday through Friday. Exceptions are addressed in the above paragraph. The charges for these services will be billed directly to the law enforcement agency, without involvement of WSP, for any lines served from Qwest Wire Centers or cross boxes.

SECTION 11.0 - ACCESS TO OPERATIONAL SUPPORT SYSTEMS (OSS)

11.1 Description

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

11.2 OSS Support for Pre-Ordering, Ordering and Provisioning

11.2.1 ASR (Access Service Request) Ordering Process

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

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

11.2.1.3 Type 2 Interconnection can be ordered electronically via EXACT and TELIS.

11.2.2 Functions

11.2.2.1 Access Service Request (ASR)

11.2.2.1.1 The ASR transaction allows WSP to submit an order.

11.2.2.2 Firm Order Confirmation (FOC)

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

11.2.3 Facility Based EDI Listing Process

11.2.3.1 The Facility Based EDI Listing Process is a single interface from WSP to Qwest. This interface is compliant with OBF ASOG and ANSI ASC X.12 standards, version 4010. This interface enables WSP listing data to be translated and passed into the Qwest listing database. After Qwest's daily batch processing, a

Confirmation/Completion record (for every PON provided on input) is returned to WSP via an EDI 855 transaction.

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

11.3 Hours of Operation

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

11.4 Billing

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

11.5 Outputs

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

a) Paper

b) NDM (Dedicated Circuit or dial-up)

c) Internet/WEB (read only)

d) Diskette

11.5.2 Files and Records

11.5.2.1 Category 11 Records: These Exchange Message Records (EMR) provides mechanized record formats that can be used to exchange access usage information between Qwest and WSP. For Transit Traffic, the originating company is responsible to follow the EMR standard and to exchange records with both the transiting company and the terminating company, to facilitate the billing process to the originating network.

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

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

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

a) NDM (Dedicated Circuit or dial-up)

b) Internet WEB

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

11.6 Modifications to OSS Interfaces

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

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

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

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

11.7 WSP Responsibilities for Implementation of OSS Interfaces

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

11.8 Wholesale Services (WS) Systems Help Desk

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

11.8.1.1 Connectivity

11.8.1.1.2 Connectivity covers trouble with WSP's access to the Qwest

System for modem configuration requirements; T1 configuration and dial in string requirements; firewall access configuration; SecurID configuration; Profile Setup and password verification.

11.8.1.2 File Outputs

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

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

11.8.1.4 Hours of Operation

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

11.9 Intentionally Left Blank

11.10 Compensation/Cost Recovery

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

SECTION 12.0 - MAINTENANCE AND REPAIR

12.1 Service Levels

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

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

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

12.2 Service Interruptions

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

12.2.2 If it is confirmed that either Party is causing an Impairment of Service, as set forth in this Section, the Party whose network or service is being impaired (the "Impaired Party") shall promptly notify the Party causing the Impairment of Service (the "Impairing Party") of the nature and location of the problem. The Impaired Party shall advise the Impairing Party that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service. If the Impairing Party is unable to promptly remedy the Impairment of Service, the Impaired Party may temporarily discontinue use of the affected circuit, facility or equipment.

12.2.3 To facilitate trouble reporting and to coordinate the repair of the service provided by each Party to the other under this Agreement, each Party shall designate a repair center for such service.

12.2.4 Each Party shall furnish a trouble reporting telephone number for the designated repair center. This number shall give access to the location where records are normally located and where current status reports on any trouble reports are readily available. If necessary, alternative out-of-hours procedures shall be established to ensure access to a location that is staffed and has the authority to initiate corrective action.

12.2.5 Before either Party reports a trouble condition, it shall use its best efforts to isolate the trouble to the other's facilities.

12.2.5.1 In cases where a trouble condition affects a significant portion of the

other's service, the Parties shall assign the same priority provided to other interconnecting WSPs and itself.

12.2.5.2 The Parties shall cooperate in isolating trouble conditions.

12.3 Trouble Isolation

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

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

12.4 Work Center Interfaces

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

12.5 Misdirected Repair Calls

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

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

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

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

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

12.5.1.5 In responding to repair calls, neither Party shall make disparaging remarks about each other, nor shall they use these repair calls as the basis for internal referrals or to solicit End User Customers to market services. Either Qwest or WSP may respond with accurate information in answering End User Customer questions.

12.6 Major Outages/Restoral/Notification

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

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

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

12.7 Protective Maintenance

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

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

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

12.8 Hours of Coverage

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

12.9 Escalations

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

12.9.2 Qwest repair escalations may be initiated by either calling the trouble-reporting center or through the electronic interfaces. Escalations sequence through five tiers: tester, duty supervisor, manager, director, vice president. The first escalation point if the tester. WSP may

request escalation to higher tiers in its sole discretion. Escalation status is available through telephone and the electronic interfaces.

12.10 Dispatch

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

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

12.11 Electronic Reporting

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

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

12.12 Intervals/Parity

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

12.13 Jeopardy Management

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

12.14 Trouble Screening

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

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

12.15 Maintenance Standards

12.15.1 Qwest will cooperate with WSP to meet the maintenance standards outlined in this

Agreement.

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

12.16 End User Customer Interfaces

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

12.17 Single Point of Contact

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

12.18 Network Information

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

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

12.18.3 NXX Activity Reports are included in this database.

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

12.19 Maintenance Windows

12.19.1 Generally, Qwest performs major switch maintenance activities off-hours, during certain "maintenance windows".

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

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

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

SECTION 13.0 - ACCESS TO TELEPHONE NUMBERS

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

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

13.3 It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the Local Exchange Routing Guide (LERG) to recognize and route traffic to the other Party's assigned NXX or NXX-X codes. Neither Party shall impose any fees or charges on the other Party for such activities. The Parties will cooperate to establish procedures to ensure the timely activation of NXX assignments in their respective networks.

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

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

SECTION 14.0 - LOCAL DIALING PARITY

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

SECTION 15.0 - Intentionally Left Blank

SECTION 16.0 - BONA FIDE REQUEST PROCESS

16.1 Any request for Interconnection or Ancillary service that is not already available as described in other sections of this Agreement, including but not limited to Exhibit F or any other Interconnection Agreement, Tariff or otherwise defined by Qwest as a product or service shall be treated as a Bona Fide Request (BFR). Qwest shall use the BFR Process to determine the terms and timetable for providing the requested Interconnection or Ancillary services and the technical feasibility of new/different points of Interconnection. Qwest will administer the BFR Process in a non-discriminatory manner.

16.2 A BFR shall be submitted in writing and on the appropriate Qwest form for BFRs. WSP and Qwest may work together to prepare the BFR form and either Party may request that such coordination be handled on an expedited basis. This form shall be accompanied by the non-refundable Processing Fee specified in Exhibit A of this Agreement. Qwest will refund on-half of the Processing Fee if the BFR is cancelled within ten (10) business Days of the receipt of the BFR form. The form will request, and WSP will need to provide, the following information, and may also provide any additional information that may be reasonably necessary in describing and analyzing WSP's request:

16.2.1 a technical description of each requested new or different point of Interconnection or Ancillary service;

16.2.2 the desired interface specification;

16.2.3 each requested type of Interconnection or access;

16.2.4 a statement that the Interconnection or Ancillary service will be used to provide a Telecommunications Service;

16.2.5 the quantity requested;

16.2.6 the specific location requested;

16.3 Within two (2) business Days of its receipt, Qwest shall acknowledge receipt of the BFR and in such acknowledgment advise WSP of missing information, if any, necessary to process the BFR. Thereafter, Qwest shall promptly advise WSP of the need for any additional information required to complete the analysis of the BFR. If requested, either orally or in writing, Qwest will provide weekly updates on the status of the BFR.

16.4 Within twenty-one (21) calendar Days of its receipt of the BFR and all information necessary to process it, Qwest shall provide to WSP an analysis of the BFR. The preliminary analysis shall specify Qwest's conclusions as to whether or not the requested Interconnection is technically feasible.

16.5 If Qwest determines during the twenty-one (21) Day period that a BFR does not qualify as an Interconnection or Ancillary service that is required to be provided under the Act or state law, Qwest shall advise WSP as soon as reasonably possible of that fact, and Qwest shall promptly, but in no case later than the twenty-one Day period, provide a written report setting forth the basis for its conclusion.

16.6 If Qwest determines during such twenty-one (21) Day period that the BFR qualifies under the Act or state law, it shall notify WSP in writing of such determination within ten (10) calendar Days, but in no case later than the end of such twenty-one (21) Day period.

16.7 As soon as feasible, but in any case within forty-five (45) calendar Days after Qwest notifies WSP that the BFR qualifies under the Act, Qwest shall provide to WSP a BFR quote. The BFR quote will include, at a minimum, a description of each Interconnection and Ancillary service, the quantity to be provided, any interface specifications, and the applicable rates (recurring and nonrecurring) including the separately stated development costs and construction charges of the Interconnection Ancillary service and any minimum volume and term commitments required, and the timeframes within which the request will be provisioned.

16.8 A WSP has sixty (60) business Days upon receipt of the BFR quote, to either agree to purchase under the quoted price, or cancel its BFR.

16.9 If WSP has agreed to minimum volume and term commitments under the preceding paragraph, WSP may cancel the BFR or volume and term commitment at any time but may be subject to termination liability assessment or minimum period charges.

16.10 If either Party believes that the other Party is not requesting, negotiating or processing any BFR in good faith, or disputes a determination or quoted price or cost, it may invoke the Dispute Resolution provision of this Agreement.

16.11 All time intervals within which a response is required from one Party to another under this Section are maximum time intervals. Each Party agrees that it will provide all responses to the other Party as soon as the Party has the information and analysis required to respond, even if the time interval stated herein for a response is not over.

16.12 In the event WSP has submitted a Request for an Interconnection or Ancillary services and Qwest determines in accordance with the provisions of this Section 16 that the request is technically feasible, subsequent requests or orders for substantially similar types of Interconnection or Ancillary services by that WSP shall not be subject to the BFR process. To the extent Qwest has deployed or denied a substantially similar Interconnection or Ancillary services under a previous BFR, a subsequent BFR shall not be required and the BFR application fee shall be refunded immediately. ICB pricing and intervals will still apply for requests that are not yet standard offerings. For purposes of this Section 16.12, a "substantially similar" request shall be one with substantially similar characteristics to a previous request with respect to the information provided pursuant to Subsections 16.2.1 through 16.2.6 of Section 16.2 above. The burden of proof is upon Qwest to prove the BFR is not substantially similar to a previous BFR.

16.13 The total cost charged to WSP shall not exceed the BFR quoted price.

16.14 Upon request, Qwest shall provide WSP with Qwest's supporting cost data and/or studies for the Interconnection or Ancillary service that WSP wishes to order within seven (7) business Days, except where Qwest cannot obtain a release from its vendors within seven (7) business Days, in which case Qwest will make the data available as soon as Qwest receives the vendor release. Such cost data shall be treated as Confidential Information, if requested by Qwest under the non-disclosure sections of this Agreement.

16.15 Qwest shall make available a topical list of the BFRs that it has received with WSPs under this Agreement. The description of each item on that list shall be sufficient to allow WSP to understand the general nature of the product, service, or combination thereof that has been requested and a summary of the disposition of the request as soon as it is made. Qwest shall also be required upon the request of WSP to provide sufficient details about the terms and conditions of any granted requests to allow WSP to elect to take the same offering under substantially identical circumstances. Qwest shall not be required to provide information about the request initially made by WSP whose BFR was granted, but must make available the same kinds of information about what it offered in response to the BFR as it does for other products or

services available under this Agreement. WSP shall be entitled to the same offering terms and conditions made under any granted BFR, provided that Qwest may require the use of ICB pricing where it makes a demonstration to WSP of the need therefore.

SECTION 17.0 - SPECIAL REQUEST PROCESS

17.1 Special Request Process shall be used for the following requests:

17.1.1 Requesting specific product feature(s) be made available by Qwest that are currently available in a switch, but which are not activated.

17.1.2 Requesting specific product feature(s) be made available by Qwest that are not currently available in a switch, but which are available from the switch vendor.

17.2 Any request that requires an analysis of technical feasibility shall be treated as a Bona Fide Request (BFR), and will follow the BFR Process set forth in this Agreement. The BFR process shall be used for, among other things, the following:

17.2.1 Requests for Interconnection not already available as described in this Agreement.

17.3 A Special Request shall be submitted in writing and on the appropriate Qwest form, which is located on Qwest's website. The form must be completely filled out.

17.4 Qwest shall acknowledge receipt of the Special Request within 5 business Days of receipt.

17.5 Qwest shall respond with a preliminary analysis, including costs and timeframes, within 15 business Days of receipt of the Special Request. 17.6 All timeframes will be met unless extraordinary circumstances arise. In such a situation, WSP and Qwest will negotiate a reasonable response timeframe.

SECTION 18.0 - AUDIT PROCESS

18.1 "Audit" shall mean the comprehensive review of:

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

18.1.2 Data relevant to provisioning and maintenance for services performed or facilities provided by either of the Parties for itself or others that are similar to the services performed or facilities provided under this Agreement.

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

18.2.1 Either Party may request to perform an Audit.

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

18.2.3 The Audit shall occur during normal business hours.

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

18.2.5 The requesting Party may review the non-requesting Party's records, books and documents, as may reasonably contain information relevant to the operation of this Agreement.

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

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

18.2.8 Each Party shall bear its own expenses occasioned by the Audit, provided that the expense of any special data collection shall be born by the requesting Party.

18.2.9 The Party requesting the Audit may request that an Audit be conducted by a mutually agreed-to independent auditor. Under this circumstance, the costs of the independent auditor shall be paid for by the Party requesting the Audit.

18.2.10 In the event that the non-requesting Party requests that the Audit be performed by an independent auditor, the Parties shall mutually agree to the selection of the independent auditor. Under this circumstance, the costs of the independent auditor shall be shared equally by the Parties.

18.2.11 The Parties agree that if an Audit discloses error(s), the Party responsible for the error(s) shall, in a timely manner, undertake corrective action for such error(s). All errors not corrected within thirty (30) business Days shall be escalated to the Vice-President level.

18.3 All information received or reviewed by the requesting Party or the independent auditor in connection with the Audit is to be considered Proprietary Information as defined by this Agreement. The non-requesting Party reserves the right to require any non-employee who is involved directly or indirectly in any Audit or the resolution of its findings as described above to execute a nondisclosure agreement satisfactory to the non-requesting Party. To the extent an Audit involves access to information of other competitors, WSP and Qwest will aggregate such competitors' data before release to the other Party, to insure the protection of the proprietary nature of information of other competitors. To the extent a competitor is an affiliate of the Party being audited (including itself and its subsidiaries), the Parties shall be allowed to examine such affiliates' disaggregated data, as required by reasonable needs of the Audit.

SECTION 19.0 - CONSTRUCTION CHARGES

19.1 Qwest will conduct an individual financial assessment of any request which requires construction of network capacity, facilities, or space for access. When Qwest constructs to fulfill WSP's request, Qwest will bid this construction on a case-by-case basis. Qwest will charge for the construction through non-recurring charges and a term agreement for the remaining recurring charge, as described in the Construction Charges Section of this Agreement. When the WSP orders the same or substantially similar service available to Qwest End User Customers, nothing in this Section shall be interpreted to authorize Qwest to charge WSP for special construction where such charges are not provided for in a Tariff or where such charges would not be applied to a Qwest End User Customer.

SECTION 20.0 - NETWORK STANDARDS

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

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

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

20.3.1 Switching

GR-954-CORE LIDB

GR-2863-CORE AIN

GR-1428-CORE Toll Free Service

GR-1432-CORE TCAP

GR-905-CORE ISUP

GR-1357-CORE switched Fractional DS1

GR-1298-CORE AIN switching System Generic Requirements

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

TR-NWT-001284 AIN 0.1 switching System Generic Requirements

GR-905-CORE Common Channel Signaling Network Interface Specification

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

GR-305-CORE

GR-1429-CORE

GR-2863-CORE

FR-64 LATA LSSGR

GR-334-CORE Switched Access Service

TR-NWT-000335 Voice Grade Special Access Services

TR-TSY-000529 Public LSSGR

TR-NWT-000505 LSSGR Call Processing

FR-NWT-000271 OSSGR

TR-NWT-001156 OSSGR Subsystem

SR-TSY-001171 System Reliability Analysis

20.3.2 Transport

Telcordia FR-440

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

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

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

TR-NWT-000507 Transmission

TR-NWT-000776 NID for ISDN Subscriber Access

TR-INS-000342 High Capacity Digital Special Access Service

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

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

20.3.3 Loops

TR-NWT-000057 Functional Criteria for Digital Loop Carrier Systems Issue 2

TR-NWT-000393 Generic Requirements for ISDN Basic Access Digital Subscriber Lines

GR-253-CORE SONET Common Generic Criteria

TR-NWT-000303 Integrated Digital Loop Carrier System Generic Requirements

TR-TSY-000673 Operations Interface for an IDLC System

GR-303-CORE Issue 1 Integrated Digital Loop Carrier System Generic Requirements

TR-NWT-000393 Generic Requirements for ISDN Basic Access Digital Subscriber Lines

TR-TSY-000008 Digital Interface Between the SLC 96 Digital Loop Carrier System and a Local Digital switch

TR-NWT-008 and 303

TA-TSY-000120 Subscriber Premises or Network Ground Wire

GR-49-CORE Generic Requirements for Outdoor Telephone Network Interface Requirements

TR-NWT-000239 Indoor Telephone Network Interfaces

TR-NWT-000937 Generic Requirements for Outdoor and Indoor Building Entrance

TR-NWT-000133 Generic Requirements for Network Inside Wiring

20.3.4 Local Number Portability

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

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

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

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

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

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

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

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

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

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

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

20.4 The Parties will cooperate in the development of national standards for Interconnection elements as the competitive environment evolves. Recognizing that there are no current national standards for Interconnection Network Elements, Qwest has developed its own standards for some Network Elements, including:

Expanded Interconnection and Collocation for Private Line Transport and Switched Access Services - #77386

Competitive Local Exchange Carrier Installation/Removal Guidelines - #77390

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

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

SECTION 21.0 - SIGNATURE PAGE

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

Uintah Basin Electronics Telecommunication	**Qwest Corporation**
Signature	Signature
Bruce H. Todd	L.T. Christensen
Name Printed/Typed	Name Printed/Typed
General Manager/CEO	Director Interconnection Agreements
Title	Title
November 28, 2005	12/1/05
Date	Date

WirelessType 2 Exhibit A
Idaho

Select the appropriate type of contract below. For cost docket changes, leave blank:			EAS / Local Traffic Reciprocal Compensation Election					
New			FCC ISP Ordered Rate			Notes		
			Recurring	Recurring per Mile	Non-recurring	REC	REC per Mile	NRC
Interconnection								
6.0 Interconnection Facility Option								
6.1 Intentionally Left Blank								
6.2 Intentionally Left Blank								
6.3 Reciprocal Compensation								
6.3.1 Interconnection Facility Options								
6.3.1.1 Entrance Facilities								
6.3.1.1.1 DS1			$103.61		$208.34	A		A
6.3.1.1.2 DS3			$524.42		$277.13	A		A
6.3.2.1 Direct Trunked Transport								
6.3.2.1.1 DS1								
6.3.2.1.1.1	Over 0 to 8 Miles		$37.35	$1.25		A	A	
6.3.2.1.1.2	Over 8 to 25 Miles		$37.35	$1.82		A	A	
6.3.2.1.1.3	Over 25 to 50 Miles		$37.35	$1.89		A	A	
6.3.2.1.1.4	Over 50 Miles		$37.35	$1.90		A	A	
6.3.2.1.2 DS3								
6.3.2.1.2.1	Over 0 to 8 Miles		$257.18	$19.48		A	A	
6.3.2.1.2.2	Over 8 to 25 Miles		$260.49	$24.24		A	A	
6.3.2.1.2.3	Over 25 to 50 Miles		$260.77	$26.43		A	A	
6.3.2.1.2.4	Over 50 Miles		$259.32	$26.35		A	A	
6.3.2 Trunk Nonrecurring Charges								
6.3.2.1 DS1 Interface								
6.3.2.2.1	First Trunk				$229.40			A
6.3.2.2.2	Each Additional Trunk				$5.46			A
6.3.2.2 DS3 Interface								
6.3.2.2.1	First Trunk				$235.71			A
6.3.2.2.2	Each Additional Trunk				$11.78			A
6.3.2.3 Trunk Routing Change, per Type 2 Trunk Group								
6.3.2.3.1	2A Direct Final to Alternate Final				$74.61			1
6.3.2.3.2	Type 2 Routing Translation Change				$74.61			1
6.3.3 Miscellaneous Charges								
6.3.3.1 Cancellation Charge					Qwest's Idaho Access Service Tariff 5.2.3			
6.3.3.2 Expedite Charge					Qwest's Idaho Access Service Tariff			
6.3.3.3 Construction Charges			ICB		ICB	3		3
6.3.3.4 Additional Labor Other (Additional Testing)								
6.3.3.4.1	Additional Labor Other - Basic				$27.70			A
6.3.3.4.2	Additional Labor Other - Overtime				$36.98			A
6.3.3.4.3	Additional Labor Other - Premium				$46.29			A
6.3.4 Multiplexing								
6.3.4.1 DS1 to DS0			$263.86		$193.30	A		A
6.3.4.2 DS3 to DS1			$304.22		$193.30	A		A
6.3.5 Intentionally Left Blank								
6.3.6 Exchange Services MTA / Local Traffic								
6.3.6.1 End Office Call Termination, per MOU			$0.001343			###		
6.3.6.2 Tandem Switched Transport								
6.3.6.2.1	Tandem Switching, per MOU		$0.000690			#		
6.3.6.3 Tandem Transmission								
6.3.6.3.1	Over 0 to 8 Miles		$0.0004564	$0.0000367		A	A	
6.3.6.3.2	Over 8 to 25 Miles		$0.0004564	$0.0000367		A	A	
6.3.6.3.3	Over 25 to 50 Miles		$0.0004564	$0.0000367		A	A	
6.3.6.3.4	Over 50 Miles		$0.0004560	$0.0000144		A	A	

WirelessType 2 Exhibit A
Idaho

	Recurring	Recurring per Mile	Non-recurring	REC	REC per Mile	NRC
6.3.7 Intentionally Left Blank						
6.3.8 Intentionally Left Blank						
6.3.9 Non-Local Traffic	Qwest FCC Switched Access Tariff	Qwest FCC Switched Access Tariff				
6.3.10 ISP Bound Traffic						
6.3.10.1 Local Traffic-FCC-ISP Rate Caps						
6.3.10.1.1 MOU as of June 14, 2003, rates in effect until further FCC Action	$0.0007			4		
6.3.11 Transit Traffic						
6.3.11.1 Local Transit (Local Transit Assumed Mileage = 7 Miles)	See Tandem Switching and Tandem Transmission Rates Above	See Tandem Switching and Tandem Transmission Rates Above				
6.3.11.2 IntraLATA Toll Transit	$0.002857			1		
6.3.12 Jointly Provided Switched Access Services						
6.3.12.1 Category 11 Mechanized Record Charge, per Record	$0.0014877			A		
7.0 Intentionally Left Blank						
8.0 Intentionally Left Blank						
9.0 Ancillary Service						
9.1 Local Number Portability						
9.1.1 LNP Queries	See FCC Tariff #1 Sections 13		See FCC Tariff #1 Sections 13			
9.1.2 LNP Managed Cuts						
9.1.2.1 Standard Managed Cuts per person per Half Hour			$26.57			A
9.1.2.2 Overtime Managed Cuts per person per Half Hour			$34.38			A
9.1.2.3 Premium Managed Cuts per person per Half Hour			$42.21			A
9.2 911 / E911	No Charge		No Charge			
9.3 Intentionally Left Blank						
9.4 Access to Poles, Ducts, Conduits and Rights of Way (ROW)						
9.4.1 Pole Inquiry Fee, per Mile			$335.92			1
9.4.2 Innerduct Inquiry Fee, per Mile			$403.79			1
9.4.3 ROW Inquiry Fee			$149.23			1
9.4.4 ROW Document Preparation Fee			$149.23			1
9.4.5 Field Verification Fee, per Pole			$37.31			1
9.4.6 Field Verification Fee, per Manhole			$485.01			1
9.4.7 Planner Verification, per Manhole			$16.64			1
9.4.8 Manhole Verification Inspector, per Manhole			$298.47			1
9.4.9 Manhole Make-Ready Inspector, per Manhole			$447.70			1
9.4.10 Intentionally Left Blank						
9.4.11 Pole Attachment Fee, per Foot, per Year	$2.77			A		
9.4.12 Innerduct Occupancy Fee, per Foot, per Year	$0.31			A		
9.4.13 Access Agreement Consideration			$10.00			A
9.4.14 Make Ready			ICB			3
9.5 Construction Charges	ICB		ICB	3		3
10.0 Intentionally Left Blank						
11.0 Access to Operational Support Systems (OSS) and Maintenance and Repair						
11.1 Development and Enhancements, per Order			$5.00			A
11.2 Ongoing Maintenance, per Order			$1.40			A
11.3 Daily Usage Record File, per record	$0.000419			A		
12.0 Maintenance and Repair						
12.1 Trouble Isolation						

WirelessType 2 Exhibit A
Idaho

	Recurring	Recurring per Mile	Non-recurring	REC	REC per Mile	NRC
12.1.1 Maintenance of Service for non-Qwest Trouble						
12.1.1.1 Maintenance of Service – Basic			$28.86			A
12.1.1.2 Maintenance of Service – Overtime			$38.55			A
12.1.1.3 Maintenance of Service – Premium			$48.25			A
12.1.2 Dispatch for non-Qwest Trouble			$87.98			A
13.0 Intentionally Left Blank						
14.0 Intentionally Left Blank						
15.0 Intentionally Left Blank						
16.0 Bona Fide Request Process						
16.1 Processing Fee			$1,851.86			A

NOTES:

* Unless otherwise indicated, all rates are pursuant to Idaho Public Utilities Commission Dockets listed below:

A: Cost Docket QWE-T-01-11, effective 1/5/04.

\# Voluntary Rate Reduction, Docket USW-T-00-3, effective 6/10/02. Reductions reflected in the 5/31/02 Exhibit A.

Third voluntary Rate Reduction, Docket USW-T-00-3, effective 12/16/02. Reductions reflected in the 10/16/02 Exhibit A.

[1] Rates not addressed in cost docket (TELRIC-based costs where required.)
[2] Market-based rates.
[3] ICB, Individual Case Basis pricing.
[4] Rates per FCC Guidelines.
[5] Regional TELRIC based where required.
[6] Qwest will not charge for this element until the Commission has an opportunity to review and approve a rate in a cost proceeding.

EXHIBIT B

SERVICE PERFORMANCE INDICATORS

Qwest and [WSP] agree that Qwest will provide Type 2 Interconnection Trunks to [WSP] and other Wireless Service Providers, for use as Telecommunications Services, in a non-discriminatory manner. Qwest will work with [WSP] on an Individual Case Basis (ICB) when [WSP] requires data from Qwest to develop operation reporting.

EXHIBIT C

INTENTIONALLY LEFT BLANK

Date General Information Provided by Qwest:_____
General Agreement :_____
BAN Number(must be assigned before processing):_____

REVISED QWEST RIGHT OF WAY, POLE ATTACHMENT, INNERDUCT OCCUPANCY GENERAL INFORMATION: EFFECTIVE 6/29/01

1 **1. PURPOSE.** The purpose of this General Information document is to share information and provide or deny permission to attach and maintain WSP's facilities ("Facilities") to Qwest Corporation's ("Qwest") Poles, to place Facilities on or within Qwest's Innerduct (collectively "Poles/Innerduct") and to obtain access to Qwest's private right of way ("ROW"), to the extent Qwest has the right to grant such access. This General Information is necessary to determine if Qwest can meet the needs of the WSP's request but does not guarantee that physical space or access is currently available. Permission will be granted on a first-come, first-serve basis on the terms and conditions set forth in the appropriate agreement pertaining to "Poles/Innerduct".

2 **PROCESS**. The Qwest process is designed to provide the WSP the information so as to assist WSP and Qwest to make Poles, Innerduct and ROW decisions in a cost-efficient manner. The Process has these distinct steps:

2.1 Inquiry Review - Attachment 1.A (Database Search). The WSP is requested to review this document and return Attachment 1.A along with two copies of a map and the nonrefundable Inquiry Fee, calculated in accordance with Attachment 1.A hereto. These fees are intended to cover Qwest's expenses associated with performing an internal record (database) review, preparing a cost estimate for the required field survey, setting up an account, and determining time frames for completion of each task to meet the WSP's Request. Be sure a BAN number is assigned by the Qwest Service Support Representative for each request before sending an Attachment 1.A. To request a BAN number send an email requesting one to: wholesale.servicesupportteam@qwest.com. Include your name, company, phone number, email address, city and state of our inquiry. A BAN number will be assigned to your inquiry and will be emailed to you along with other materials.

As indicated on Attachment 1.A, a copy of the signed Attachment and maps of the desired route must be emailed to wholesale.servicesupportteam@qwest.com while the fee must be sent to the Qwest WSP Joint Use Manager with the original signed Attachment 1.A. The map should clearly show street names and highways along the entire route, and specific locations of entry and exit of the ROW/duct/pole system. Area Maps should be legible and identify all significant geographic characteristics including, but not limited to, the following: Qwest central offices, streets, cities, states, lakes, rivers, mountains, etc. Qwest reserves the right to reject illegible or incomplete maps. If WSP wishes to terminate at a particular manhole (such as a POI) it must be indicated on the maps. For ROW: Section, Range and Township, to the ¼ section must also be provided.

Qwest will complete the Inquiry review and prepare and return a Poles/Innerduct Verification/ROW Access Agreement Preparation Costs Quotation (Attachment 1.B) to the WSP generally within ten (10) days or the applicable federal or state

law, rule or regulation that governs this Agreement in the state in which Innerduct attachment is requested. In the case of poles, Qwest will assign a Field Engineer and provide his/her name and phone number to the WSP. The Field Engineer will check the local database and be available for a joint verification with the WSP. The Poles/Innerduct Verification/ROW Access Agreement Preparation Costs Quotation will be valid for thirty (30) calendar days from the date of quotation. The Inquiry step results only in the location and mapping of Qwest facilities and does not indicate whether space is available. This information is provided with Attachment 1.B.

In the case of ROW, Qwest will prepare and return a ROW information matrix and a copy of agreements listed in the ROW Matrix, within ten (10) days. The ROW Matrix will identify (a) the owner of the ROW as reflected in Qwest's records, and (b) the nature of each ROW (i.e., publicly recorded and non-recorded). The ROW information matrix will also indicate whether or not Qwest has a copy of the ROW agreement in its possession. Qwest makes no representations or warranties regarding the accuracy of its records, and WSP acknowledges that, to the extent that real property rights run with the land, the original granting party may not be the current owner of the property.

In the case of MDUs, Qwest will prepare and return an MDU information matrix, within ten (10) days, which will identify (a) the owner of the MDU as reflected in Qwest's records, and (b) whether or not Qwest has a copy of the agreement between Qwest and the owner of a specific multi-dwelling unit that grants Qwest access to the multi-dwelling unit in its possession. Qwest makes no representations or warranties regarding the accuracy of its records, and WSP acknowledges that the original landowner may not be the current owner of the property.

Qwest will provide to WSP a copy of agreements listed in the Matrices that have not been publicly recorded if WSP obtains authorization for such disclosure from the third party owner(s) of the real property at issue by an executed version of the Consent to Disclosure form, which is included in Attachment 4. Qwest will redact all dollar figures from copies of agreements listed in the Matrices that have not been publicly recorded that Qwest provides to WSP. Alternatively, in order to secure any agreement that has not been publicly recorded, a WSP may provide a legally binding and satisfactory agreement to indemnify Qwest in the event of any legal action arising out of Qwest's provision of such agreement to WSP. In that event, the WSP shall not be required to execute the Consent to Disclosure form.

If there is no other effective agreement (*i.e.,* an Interconnection Agreement) between WSP and Qwest concerning access to Poles, Ducts and ROW, then Attachment 3 must be executed by both parties in order to start the Inquiry Review and in order for WSP to obtain access to Poles, Ducts and/or ROW.

2.2 <u>Attachment 1.B (Verification) & Attachment 4 (Access Agreement Preparation)</u>. With respect to Poles and Innerduct, upon review and acceptance of signed Attachment 1.B and payment of the estimated verification costs by the WSP, Qwest will conduct facilities verification and provide the requested information which may or may not include the following: a review of public and/or

internal Qwest right-of-ways records for restrictions, identification of additional rights-of-way required; a field survey and site investigation of the Innerduct, including the preparation of distances and drawings, to determine availability on existing Innerduct; identification of any make-ready costs required to be paid by the WSP, if applicable, prior to installing its facilities. In the case of Poles, Attachment 1.B orders the field verification which may be done jointly. A copy of the signed Attachment 1.B should be emailed to wsst@qwest.com while the appropriate fees should be sent to the Qwest-WSP Joint Use Manager with the original signed Attachment 1.B. Upon completion of the verification, Attachment 2 will be sent to the WSP by Qwest.

With respect to ROW, upon review and acceptance of signed Attachment 1.B and payment of the ROW conveyance consideration, Qwest will deliver to the WSP an executed and acknowledged Access Agreement to the WSP in the form attached hereto as Attachment 4 (the "Access Agreement"). In the event that the ROW in question was created by a publicly recorded document and Qwest has a copy of such document in its files, a copy of the Right-of-Way Agreement, as defined in the Access Agreement, will be attached to the Access Agreement and provided to the WSP at the time of delivery of the Access Agreement. If the ROW was created by a document that is not publicly recorded, or if Qwest does not have a copy of the Right-of-Way Agreement in its possession, the Access Agreement will not have a copy of the Right-of-Way Agreement attached. If the ROW was created by a non-publicly recorded document, but Qwest does not have a copy of the Right-of-Way Agreement in its possession, the WSP must obtain a copy of the Right-of-Way Agreement or other suitable documentation reasonably satisfactory to Qwest to describe the real property involved and the underlying rights giving rise to the Access Agreement.

Although Qwest will provide the identity of the original grantor of the ROW, as reflected in Qwest's records, the WSP is responsible for determining the current owner of the property and obtaining the proper signature and acknowledgement to the Access Agreement. If Qwest does not have a copy of the Right-of-Way Agreement in its records, it is the responsibility of the WSP to obtain a copy of the Right-of-Way Agreement. If the ROW was created by a publicly recorded document, the WSP must record the Access Agreement (with the Right-of-Way Agreement attached) in the real property records of the county in which the property is located. If the ROW was created by a grant or agreement that is not publicly recorded, WSP must provide Qwest with a copy of the properly executed and acknowledged Access Agreement and, if applicable, properly executed Consent Regarding Disclosure form or letter of indemnification.

Qwest is required to respond to each Attachment 1.B. submitted by WSP within 35 days of receiving the Attachment 1.B. In the event that Qwest believes that circumstances require a longer duration to undertake the activities reasonably required to deny or approve a request, it may petition for relief before the Commission or under the escalation and dispute resolution procedures generally applicable under the interconnection agreement, if any, between Qwest and WSP.

2.3 Poles/Duct Order Attachment 2 (Access). In the case of Poles and Innerduct, upon completion of the inquiry and verification work described in

Section 2.2 above, Qwest will provide the WSP a Poles/Innerduct Order (Attachment 2) containing annual recurring charges, estimated Make-ready costs. Upon receipt of the executed Attachment 2 Order form from the WSP and applicable payment for the Make-Ready Fees identified, Qwest will assign the WSP's requested space; Qwest will also commence the Make-ready work within 30 days following payment of the Make-Ready Fees. Qwest will notify WSP when Poles/Innerduct are ready for attachment or placement of Facilities. A copy of the signed Attachment 2 form should be emailed to wholesale.servicesupportteam@qwest.com while the payment should go to the Joint Use Manager along with the original signed Attachment 2.

NOTE: Make-ready work performed by Qwest concerns labor only. For Poles it involves rearrangement to accommodate the new attachment. For Innerduct, it involves placing the standard three innerducts in the conduit to accommodate fiber cable where spare conduit exists. Segments without conduit space are considered "blocked". Qwest will consider repair or clearing damaged facilities, but may not construct new facilities as part of Make-ready work.

Construction work to place conduit or replace poles may be required where facilities are blocked. The WSP may contract separately with a Qwest-approved contractor to complete the construction provided a Qwest inspector inspects the work during and after construction. If other parties benefit from construction, the costs may be divided among the beneficiaries. Construction costs are not included in Attachment 2. The WSP is not encouraged to sign the Poles/Innerduct Order (Attachment 2) until provisions have been made for construction.

2.4 Provision of ROW/Poles/Innerduct. Qwest agrees to issue to WSP for any lawful telecommunications purpose, a nonexclusive, revocable Order authorizing WSP to install, maintain, rearrange, transfer, and remove at its sole expense its Facilities on Poles/Innerduct to the extent owned or controlled by Qwest. Qwest provides access to Poles/Innerduct/ROW in accordance with the applicable federal, state, or local law, rule, or regulation, incorporated herein by this reference, and said body of law, which governs this Agreement in the state in which Poles/Innerduct is provided. Any and all rights granted to WSP shall be subject to and subordinate to any future federal, state, and/or local requirements. Nothing in this General Information shall be construed to require or compel Qwest to construct, install, modify, or place any Poles/Innerduct or other facility for use by the WSP.

The costs included in the Poles/Innerduct Verification Fee are used to cover the costs incurred by Qwest in determining if Poles/Innerduct space is available to meet the WSP's request; however, the WSP must agree and will be responsible for payment of the actual costs incurred if such costs exceed the estimate. If the actual costs are less than the estimate, an appropriate credit can be provided upon request. If Qwest denies access, Qwest shall do so in writing, specifying the reasons for denial within 45 days of the initial inquiry.

Likewise, the fees included in the ROW processing costs quotation are used to cover the costs incurred by Qwest in searching its databases and preparing the Access Agreement. In the event that complications arise with respect to

preparing the Access Agreement or any other aspect of conveying access to Qwest's ROW, the WSP agrees to be responsible for payment of the actual costs incurred if such costs exceed the standard fees; actual costs shall include, without limitation, personnel time, including attorney time.

3. **DISPUTE RESOLUTION**

3.1. Other than those claims over which a federal or state regulatory agency has exclusive jurisdiction, all claims, regardless of legal theory, whenever brought and whether between the parties or between one of the parties to this Agreement and the employees, agents or affiliated businesses of the other party, shall be resolved by arbitration. A single arbitrator engaged in the practice of law and knowledgeable about telecommunications law shall conduct the arbitration in accordance with the then current rules of the American Arbitration Association ("AAA") unless otherwise provided herein. The arbitrator shall be selected in accordance with AAA procedures from a list of qualified people maintained by AAA. The arbitration shall be conducted in the regional AAA office closest to where the claim arose.

3.2. All expedited procedures prescribed by the AAA shall apply. The arbitrator's decision shall be final and binding and judgment may be entered in any court having jurisdiction thereof.

3.3. Other than the determination of those claims over which a regulatory agency has exclusive jurisdiction, federal law (including the provisions of the Federal Arbitration Act, 9 U.S.C. Sections 1-16) shall govern and control with respect to any issue relating to the validity of this Agreement to arbitrate and the arbitrability of the claims.

3.4. If any party files a judicial or administrative action asserting claims subject to arbitration, and another party successfully stays such action and/or compels arbitration of such claims, the party filing the action shall pay the other party's costs and expenses incurred in seeking such stay or compelling arbitration, including reasonable attorney's fees.

ATTACHMENT 1. A
Poles/Innerduct/ or ROW Inquiry Preparation Fee

General Agreement _____
BAN Number (one for each route must be assigned before processing):_____

Date Submitted:_____ Date Replied to WSP: _____

WSP Name_____Contact name:_____
Billing Address: _____
Phone Number:_____ e-mail address:_____
State and city of inquiry:_____

Poles/Innerduct Permit Database Search Costs Quotation
(One Mile Minimum) Costs Est. Miles Total

1. Pole Inquiry Fee (see attached pricing chart) X _____ = $_____
2. Innerduct Inquiry Fee (see attached pricing chart) X_____ = $_____
3. ROW Records Inquiry (see attached pricing chart) X_____ = $_____
4. Estimated Interval for Completion of Items 1, 2 or 3: ___10_____ Days
5. Additional requirements of WSP: _

This Inquiry will result in (a) for Poles and Innerduct: a drawing of the duct or innerduct structure fitting the requested route, if available, and a quote of the charges for field verification, and/or (b) in the case of ROW, a ROW identification matrix, a quote of the charges for preparation of and consideration for, the necessary Access Agreements, and copies of ROW documents in Qwest's Possession. (c) For Poles, the name and telephone number of the Field Engineer are provided so that the WSP may contact the Qwest Field engineer and discuss attachment plans. If a field verification of poles is required, Attachment 1.B must be completed and the appropriate charges paid. Innerduct verification is always needed.

By signing below and providing payment of the Estimated Costs identified above, the WSP desires Qwest to proceed with the processing of its database/records search and acknowledges receipt of this General Information, including the General Terms and Conditions under which Qwest offers such Poles/Innerduct. Quotes expire in 30 days.

		Qwest Corporation
Signature		Signature
Name Typed or Printed		Name Typed or Printed
Title		Title

Date		Date

This signed form (original) must be sent with a check for the Inquiry amount (to "Qwest") to:
Manager, Qwest Joint Use, 700 W. Mineral Ave. MT G28.24 Littleton, CO 80120
A copy of this form must be sent with two acceptably-detailed maps showing the requested route to:
Qwest Service Representative at: wholesale.servicesupportteam@qwest.com. **Put "Agree" on signature line.**

ATTACHMENT 1.B

General Agreement _____
BAN Number:_____

Poles/Innerduct Verification/ROW Access Agreement Preparation Costs Quotation

Date Nonrefundable Received: _____ Date Replied to WSP: _____

NOTE: THIS ATTACHMENT WILL BE COMPLETED BY QWEST AND SENT TO THE WSP FOR SIGNATURE AFTER THE DATABASE INQUIRY IS COMPLETE.

	Estimated Costs	Number	Total Charge
1. Pole Field Verification Fee (10 pole minimum)	_____	_____	$_____
2. Innerduct Field Verification Fee	_____	_____	$_____
3. Preparation of private ROW documents $_____	_____		_____
4. Access Agreement Prep. and Consideration	$10/ Access Agreement_____		$_____

5. Estimated Interval to Complete Items 1 or2 or 3 and/or 4: _____ Working Days

Comments: _____

By signing below and providing payment of the Total Estimated Costs identified above, the WSP desires Qwest to proceed with the processing of its field survey/preparation of Access Agreements, and acknowledges receipt of this General Information, including the General Terms and Conditions under which Qwest offers such ROW/Poles/Innerduct. The WSP acknowledges the above costs are estimates only and WSP may be financially responsible for final actual costs which exceed this estimate, or receive credit if requested. Quotes expire in 30 days.

		Qwest Corporation
Signature		Signature
Name Typed or Printed		Name Typed or Printed
Title		Title

Date		Date

The original signed form must be sent with a check for the verification amount to: **Manager, Qwest WSP Joint Use, 700 W. Mineral Ave. MT G28.24, Littleton, CO 80120.** An email copy of this form must be sent to: wsst@qwest.com, with "Agree" on the signature line.

ATTACHMENT 2
Poles/Innerduct Order General Agreement _____

BAN Number:_____

NOTE: THIS FORM WILL BE COMPLETED BY QWEST AND SENT TO WSP FOR SIGNATURE

Make-ready Work required: Yes ( ) No ( ) Date Received_____

If Yes is checked, estimated Make-ready costs: $ _____

The following Attachments are hereby incorporated by reference into this Order:

1. Term - Effective Date - _____.
2. Summary of Field Results (including Make-Ready work if required).
3. When placing fiber, WSP must:

a. provide Qwest representative, a final design of splice, racking and slack locations in Qwest utility holes.
b. tag all equipment located in/on Qwest's facilities from beginning of the route to the end, and at the entrance and exit of each utility hole with the following information: (1) WSP's Name and Contact Number, (2) Contract Number and Date of Contract, (3) Number of Fibers in the Innerduct and Color of Occupied Innerduct.

Annual Recurring Charges for this Permit:

	Annual Charge	Quantity	Total Annual Charge
1. Pole Attachment, Per Pole	$ _____/	_____	$_____
2, Innerduct Occupancy, Per Foot	$ _____	_____	$_____
3.Request conf. call for Construction?	____ YES _____ NO		

Please check YES if construction by Qwest is needed for access to Qwest manholes (e.g. core drills, stubouts, not innerduct placement) For Poles, quantity is based on the number of vertical feet used (One cable attachment = one foot). If you do not place an order at this time, these Poles/Innerduct will be assigned on a first come-first served basis.

Additional Comments: THE ESTIMATED COSTS ARE FOR THE INSTALLATION OF INNERDUCT OR REARRANGEMENT PER THE WORK SHEETS. THE ANNUAL RECURRING CHARGE FOR YEAR 2001 HAS BEEN PRORATED TO_____ (/DAY * DAYS). PLEASE PROVIDE PAYMENT FOR THE MAKE-READY COSTS AND THE PRORATED 2001 RECURRING FEE ALONG WITH THIS SIGNED ORDER_____

By signing below and providing payment of the Make-ready costs and the first year's prorated Annual Recurring Charge (or, if WSP requests Semiannual billing, then the first half-year's prorated Semiannual Recurring Charge), the WSP desires Qwest to proceed with the Make-ready Work identified herein and acknowledges receipt of the General Terms and Conditions under which Qwest offers such Poles/Innerduct. By signing this document you are agreeing to the access described herein. Quotes expire in 90 days.

Return this signed form and check to: **Manager, Joint Use Supervisor, 700 W. Mineral Ave. MT G28.24 Littleton, CO 80120.** Send a copy to: **wholesale.service supportteam@qwest.com.**

		Qwest Corporation
Signature		Signature
Name Typed or Printed		Name Typed or Printed
Title		Title
Date		Date

ATTACHMENT 3

General Agreement:_____

QWEST RIGHT OF WAY ACCESS, POLE ATTACHMENT AND/OR INNERDUCT OCCUPANCY
GENERAL TERMS AND CONDITIONS

This is an Agreement between _____ ("WSP") and Qwest Corporation ("Qwest"), for one or more Orders for the WSP to obtain access to Qwest's Right-of-Way ("ROW") and/or to install/attach and maintain their communications facilities ("Facilities") to Qwest's Poles and/or placement of Facilities on or within Qwest's Innerduct (collectively "Poles/Innerduct") described in the General Information and WSP Map, which are incorporated herein by this reference (singularly "Order" or collectively, "Orders"). If there is no other effective agreement (*i.e.,* an Interconnection Agreement) between WSP and Qwest concerning access to Poles, Ducts and ROW, then this Agreement/Attachment 3 must be executed by both parties in order to start the Inquiry Review and in order for WSP to obtain access to Poles, Ducts and/or ROW.

1. SCOPE.

1.1 Subject to the provisions of this Agreement, Qwest agrees to issue to WSP for any lawful telecommunications purpose, (a) one or more nonexclusive, revocable Orders authorizing WSP to attach, maintain, rearrange, transfer, and remove at its sole expense its Facilities on Poles/Innerduct owned or controlled by Qwest, and/or (b) access to Qwest's ROW to the extent that (i) such ROW exists, and (ii) Qwest has the right to grant access to the WSP. Any and all rights granted to WSP shall be subject to and subordinate to any future local, state and/or federal requirements, and in the case of ROW, to the original document granting the ROW to Qwest or its predecessors.

1.2 Except as expressly provided herein, nothing in this Agreement shall be construed to require or compel Qwest to construct, install, modify, or place any Poles/Innerduct or other facility for use by WSP or to obtain any ROW for WSP's use.

1.3 Qwest agrees to provide access to ROW/Poles/Innerduct in accordance with the applicable local, state or federal law, rule, or regulation, incorporated herein by this reference, which governs this Agreement in the state in which Poles/Innerduct is provided.

2. TERM. Any Order issued under this Agreement for Pole attachments or Innerduct occupancy shall continue in effect for the term specified in the Order. Any access to ROW shall be non-exclusive and perpetual, subject to the terms and conditions of the Access Agreement (as hereinafter defined) and the original instrument granting the ROW to Qwest. This Agreement shall continue during such time WSP is providing Poles/Innerduct attachments under any Order to this Agreement.

3. TERMINATION WITHOUT CAUSE.

3.1 To the extent permitted by law, either party may terminate this Agreement (which will have the effect of terminating all Orders hereunder), or any individual Order(s) hereunder, without cause, by providing notice of such termination in writing and by certified Mail to the other party. The written notice for termination without cause shall be dated as of the day it is mailed and shall be effective no sooner than one hundred twenty (120) calendar days from the date of such notice.

3.2. Termination of this Agreement or any Order hereunder does not release either party from any liability under this Agreement that may have accrued or that arises out of any claim that may have been accruing at the time of termination, including indemnity, warranties, and confidential information.

3.3 If Qwest terminates this Agreement for Cause, or if WSP terminates this Agreement without Cause, WSP shall pay termination charges equal to the amount of fees and charges remaining on the terminated Order(s) and shall remove its Facilities from the Poles/Innerduct within sixty (60) days, or cause Qwest to remove its Facilities from the Poles/Innerduct at WSP's expense; provided, however, that WSP shall be liable for and pay all fees and charges provided for in this Agreement to Qwest until WSP's Facilities are physically removed. Notwithstanding anything herein to the contrary, upon the termination of this Agreement for any reason whatsoever, all Orders hereunder shall simultaneously terminate.

3.4 If this Agreement or any Order is terminated for reasons other than Cause, then WSP shall remove its Facilities from Poles/Innerduct within one hundred and eighty (180) days from the date of termination; provided, however, that WSP shall be liable for and pay all fees and charges provided for in this Agreement to Qwest until WSP's Facilities are physically removed.

3.5 Qwest may abandon or sell any Poles/Innerduct at any time by giving written notice to the WSP. Upon abandonment of Poles/Innerduct, and with the concurrence of the other WSP(s), if necessary, WSP shall, within sixty (60) days of such notice, either apply for usage with the new owner or purchase the Poles/Innerduct from Qwest, or remove its Facilities therefrom. Failure to remove its Facilities within sixty (60) days shall be deemed an election to purchase the Poles/Innerduct at the current market value.

4. CHARGES AND BILLING.

4.1. WSP agrees to pay Qwest Poles/Innerduct usage fees ("Fees") as specified in the Order. Fees will be computed in compliance with applicable local, state and Federal law, regulations and guidelines. Such Fees will be assessed, in advance on an annual basis. Annual Fees will be assessed as of January 1st of each year. Fees are not refundable except as expressly provided herein. WSP shall pay all applicable Fees and charges specified herein within thirty (30) days from receipt of

invoice. Any outstanding invoice will be subject to applicable finance charges.

4.2. Qwest has the right to revise Fees, at its sole discretion, upon written notice to WSP within at least sixty (60) days prior to the end of any annual billing period.

5. **INSURANCE.** The WSP shall obtain and maintain at its own cost and expense the following insurance during the life of the Contract:

5.1. Workers' Compensation and/or Longshoremen's and Harbor Workers Compensation insurance with (1) statutory limits of coverage for all employees as required by statute; and (2) although not required by statute, coverage for any employee on the job site; and (3) Stop Gap liability or employer's liability insurance with a limit of One Hundred Thousand Dollars ($100,000.00) for each accident.

5.2 General liability insurance providing coverage for underground hazard coverage (commonly referred to as "U" coverage), products/completed operations, premises operations, independent contractor's protection (required if contractor subcontracts the work), broad form property damage and contractual liability with respect to liability assumed by the WSP hereunder. This insurance shall also include: (1) explosion hazard coverage (commonly referred to as "X" coverage) if the work involves blasting and (2) collapse hazard coverage (commonly referred to as "C" coverage) if the work may cause structural damage due to excavation, burrowing, tunneling, caisson work, or under-pinning. The limits of liability for this coverage shall be not less than One Million Dollars ($1,000,000.00) per occurrence combined single limit for bodily injury or property damage. These limits of liability can be obtained through any combination of primary and excess or umbrella liability insurance.

5.3 Comprehensive automobile liability insurance covering the use and maintenance of owned, non-owned and hired vehicles. The limits of liability for this coverage shall be not less than One Million Dollars ($1,000,000.00) per occurrence combined single limit for bodily injury or property damage. These limits of liability can be obtained through any combination of primary and excess or umbrella liability insurance.

5.4 Qwest may require the WSP from time-to-time during the life of the Contract to obtain additional insurance with coverage or limits in addition to those described above. However, the additional premium costs of any such additional insurance required by Qwest shall be borne by Qwest, and the WSP shall arrange to have such costs billed separately and directly to Qwest by the insuring carrier(s). Qwest shall be authorized by the WSP to confer directly with the agent(s) of the insuring carrier(s) concerning the extent and limits of the WSP's insurance coverage in order to assure the sufficiency thereof for purposes of the work performable under the Contract and to assure that such coverage as a hole with respect to the work performable are coordinated from the standpoint of adequate coverage at the least total premium costs.

5.5 The insuring carrier(s) and the form of the insurance policies shall be subject to approval by Qwest. The WSP shall forward to Qwest, certificates of such insurance issued by the insuring carrier(s). The insuring carrier(s) may use the ACORD form, which is the Insurance Industries certificate of insurance form. The insurance certificates shall provide that: (1) Qwest is named as an additional insured; (2) thirty (30) calendar days prior written notice of cancellation of, or material change or exclusions in, the policy to which the certificates relate shall be given to Qwest; (3) certification that underground hazard overage (commonly referred to as "U" coverage) is part of the coverage; and (4) the words "pertains to all operations and projects performed on behalf of the certificate holder" are included in the description portion of the certificate. The WSP shall not commence work hereunder until the obligations of the WSP with respect to insurance have been fulfilled. The fulfillment of such obligations shall not relieve the WSP of any liability hereunder or in any way modify the WSP's obligations to indemnify Qwest.

5.6 Whenever any work is performed requiring the excavation of soil or use of heavy machinery within fifty (50) feet of railroad tracks or upon railroad right-of-way, a Railroad Protective Liability Insurance policy will be required. Such policy shall be issued in the name of the Railroad with standard limits of Two Million Dollars ($2,000,000.00) per occurrence combined single limit for bodily injury, property damage or physical damage to property with an aggregate limit of Six Million Dollars ($6,000,000.00). In addition, said policy shall name Qwest and the WSP/SubWSP on the declarations page with respect to its interest in these specific job. Said insurance policy shall be in form and substance satisfactory both to the Qwest and the Railroad and shall be delivered to and approved by both parties prior to the entry upon or use of the Railroad Property.

5.7 Whenever any work must be performed in the Colorado State Highway right-of-way, policies and certificates of insurance shall also name the State of Colorado as an additional insured. Like coverage shall be furnished by or on behalf of any subcontractor. Copies of said certificates must be available on site during the performance of the work.

6. CONSTRUCTION AND MAINTENANCE OF FACILITIES.

6.1 Qwest retains the right, in its sole judgment, to determine the availability of space on Poles/Innerduct. When modifications to a Qwest spare conduit include the placement of innerduct, Qwest retains the right to install the number of innerducts required to occupy the conduit structure to its full capacity. In the event Qwest determines that rearrangement of the existing facilities on Poles/Innerduct is required before WSP's Facilities can be accommodated, the cost of such modification will be included in the WSP's nonrecurring charges for the associated Poles/Innerduct Order.

6.2 WSP shall be solely responsible for obtaining the necessary underlying legal authority to occupy Poles/Innerduct on governmental, federal, Native American, and private rights of way, as applicable, and Qwest does not warrant or represent that providing WSP with access to the Poles/Innerduct in any way constitutes such legal right. The WSP shall obtain any necessary permits, licenses, bonds, or other legal authority and permission, at the WSP's sole expense, in order to perform its obligations under this Agreement. The WSP shall contact all owners of public and private rights-of-way, as necessary, to obtain written permission required to perform the work prior to entering the property or starting any work thereon and shall provide Qwest with written documentation of such legal authority prior to placement of its facilities on or in the Poles/Innerduct. The WSP shall comply with all conditions of rights-of-way and Orders.

6.3 WSP's Facilities shall be placed and maintained in accordance with the requirements and specifications of the current applicable standards of Bellcore 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 herein by reference, and any governing authority having jurisdiction of the subject matter of this Agreement. Where a difference in specifications exists, the more stringent shall apply. Failure to maintain Facilities in accordance with the above requirements shall be Cause as referenced in Section 3 to this Agreement for termination of the Order in question. Termination of more than two (2) Orders in any twelve-month period pursuant to the foregoing sentence shall be Cause as referenced in Section 3 for termination of this Agreement. Qwest's procedures governing its standard maintenance practices shall be made available upon request for public inspection at the appropriate Qwest premises. WSP's procedures governing its standards maintenance practices for Facilities shall be made available to Qwest upon written request. WSP shall within thirty (30) days comply and provide the requested information to Qwest to bring their facilities into compliance with these terms and conditions.

6.4. In the event of any service outage affecting both Qwest and WSP, repairs shall be effectuated on a priority basis as established by local, state or federal requirements, or where such requirement do not exists, repairs shall be made in the following order: electrical, telephone (local), telephone (long distance), and cable television, or as mutually agreed to by the users of the effected Poles/Innerduct.

6.5 In the event of an infrastructure outage, the WSP should contact their Network Maintenance Center at 1-800-223-7881 or the WSP may contact their Account Manager at the Interconnect Service Center.

7. MODIFICATION TO EXISTING POLES/INNERDUCT.

7.1. If WSP requests Qwest to replace or modify existing Poles/Innerduct to increase its strength or capacity for the benefit of the WSP and Qwest

determines in its sole discretion to provide the requested capacity, the WSP shall pay Qwest the total replacement cost, Qwest's cost to transfer its attachments, as necessary, and the cost for removal (including destruction fees) of any replaced Poles/Innerduct, if such is necessary. Ownership of new Poles/Innerduct shall vest in Qwest. To the extent that a modification is incurred for the benefit of multiple parties, WSP shall pay a proportionate share of the total cost as outlined above, based on the ratio of the amount of new space occupied by the Facilities to the total amount of space occupied by all parties joining the modification. Modifications that occur in order to bring Poles/Innerduct into compliance with applicable safety or other requirements shall be deemed to be for the benefit of the multiple parties and WSP shall be responsible for its pro rata share of the modification cost. Except as set forth herein, WSP shall have no obligation to pay any of the cost of replacement or modification of Poles/Innerduct requested solely by third parties.

7.2 Written notification of modification initiated by or on behalf of Qwest shall be provided to WSP at least sixty (60) days prior to beginning modifications if such modifications are not the result of an emergency situation. Such notification shall include a brief description of the nature and scope of the modification. If WSP does not rearrange its facilitates within sixty (60) days after receipt of written notice from Qwest requesting such rearrangement, Qwest may perform or cause to have performed such rearrangement and WSP shall pay for cost thereof. No such notice shall be required in emergency situations or for routine maintenance of Poles/Innerduct.

8. **INSPECTION OF FACILITIES**. Qwest reserves the right to make final construction, subsequent and periodic inspections of WSP's facilities occupying the Poles/Innerduct system. WSP shall reimburse Qwest for the cost of such inspections except as specified in Section 8 hereof.

8.1. WSP shall provide written notice to Qwest, at least fifteen (15) days in advance, of the locations where WSP's plant is to be constructed.

8.2. The WSP shall forward Exhibit A, entitled "Pulling In Report" attached hereto and incorporated herein by this reference, to Qwest within five (5) business days of the date(s) of the occupancy.

8.3. Qwest shall provide written notification to WSP within seven (7) days of the date of completion of a final construction inspection.

8.4. Where final construction inspection by Qwest has been completed, WSP shall be obligated to correct non-complying conditions within thirty (30) days of receiving written notice from Qwest. In the event the corrections are not completed within the thirty (30)-day period, occupancy authorization for the Poles/Innerduct system where non-complying conditions remain uncorrected shall terminate immediately, regardless of whether WSP has energized the facilities occupying said Poles/Innerduct system, unless Qwest has provided WSP a written extension to comply. WSP shall remove its facilities from said Poles/Innerduct in accordance

with the provisions set forth in Section 10 of this Agreement. No further occupancy authorization shall be issued to WSP until such non-complying conditions are corrected or until WSP's facilities are removed from the Pole/Conduit system where such non-complying conditions exist. If agreed to in writing, by both parties, Qwest shall perform such corrections and WSP shall pay Qwest the cost of performing such work. Subsequent inspections to determine if appropriate corrective action has been taken my be made by Qwest.

8.5. Once the WSPs facilities occupy Qwest Poles/Innerduct system and Exhibit A has been received by Qwest, Qwest may perform periodic inspections. The cost of such inspections shall be borne by Qwest, unless the inspection reveals any violations, hazards, or conditions indicating that WSP has failed to comply with the provisions set forth in this Agreement, in which case the WSP shall reimburse Qwest for full costs of inspection, and re-inspection to determine compliance as required. A WSP representative may accompany Qwest on field inspections scheduled specifically for the purpose of inspecting WSP's Facilities; however, WSP's costs associated with its participation in such inspections shall be borne by WSP. Qwest shall have no obligation to notify WSP, and WSP shall have no right to attend, any routine field inspections.

8.6. The costs of inspections made during construction and/or the final construction survey and subsequent inspection shall be billed to the WSP within thirty (30) days upon completion of the inspection.

8.7. Final construction, subsequent and periodic inspections or the failure to make such inspections, shall not impose any liability of any kind upon Qwest, and shall not relieve WSP of any responsibilities, obligations, or liability arising under this Agreement.

9. UNAUTHORIZED FACILITIES

9.1 If any facilities are found attached to Poles/Innerduct for which no Order is in effect, Qwest, without prejudice to any other rights or remedies under this Agreement, shall assess an unauthorized attachment administrative fee of Two Hundred Dollars ($200.00) per attachment per Pole or innerduct run between manholes, and require the WSP to submit in writing, within ten (10) day after receipt of written notification from Qwest of the unauthorized occupancy, a Poles/Innerduct application. Qwest shall waive the unauthorized attachment fee if the following conditions are both met: (1) WSP cures such unauthorized attachment (by removing it or submitting a valid Order for attachment in the form of Attachment 2 of Exhibit D, within thirty (30) days of written notification from Qwest of the unauthorized attachment; and (2) the unauthorized attachment did not require Qwest to take curative measures itself (e.g., pulling additional innerduct) prior to the cure by WSP. Qwest shall also waive the unauthorized attachment fee if the unauthorized attachment arose due to error by Qwest rather than by WSP. If such application is not received by Qwest within the specified time period, the WSP will be required to

remove its unauthorized facility within ten (10) days of the final date for submitting the required application, Qwest may remove the WSP's facilities without liability, and the cost of such removal shall be borne by the WSP.

9.2 For the purpose of determining the applicable charge, the unauthorized Poles/Innerduct occupancy shall be treated as having existed for a period of five (5) years prior to its discovery, and the charges, as specified in Section 4, shall be due and payable forthwith whether or not WSP is ordered to continue the occupancy of the Poles/Innerduct system.

9.3. No act or failure to act by Qwest with regard to an unauthorized occupancy shall be deemed to constitute the authorization of the occupancy; any authorization that may be granted subsequently shall not operate retroactively or constitute a waiver by Qwest of any of its rights of privileges under this Agreement or otherwise.

10. REMOVAL OF FACILITIES. Should Qwest, under the provisions of this Agreement, remove WSP's Facilities from the Poles/Innerduct covered by any Order (or otherwise), Qwest will deliver the Facilities removed upon payment by WSP of the cost of removal, storage and delivery, and all other amounts due Qwest. If payment is not received by Qwest within thirty (30) days, WSP will be deemed to have abandoned such facilities, and Qwest may dispose of said facilities as it determines to be appropriate. If Qwest must dispose of said facilities, such action will not relieve WSP of any other financial responsibility associated with such removal as provided herein. If WSP removes its Facilities from Poles/Innerduct for reasons other than repair or maintenance purposes, the WSP shall have no right to replace such facilities on the Poles/Innerduct until such time as all outstanding charges due to Qwest for previous occupancy have been paid in full. WSP shall submit Exhibit B, entitled "Notification of Surrender of Modification of Conduit Occupancy License by WSP," or Exhibit C, entitled "Notification of Surrender of Modification of Pole Attachment by WSP," each as attached hereto, advising Qwest as to the date on which the removal of Facilities from each Poles/Innerduct has been completed.

11. INDEMNIFICATION AND LIMITATION OF LIABILITIES. WSP shall indemnify and hold harmless Qwest, its owners, parents, subsidiaries, affiliates, agents, directors, and employees against any and all liabilities, claims, judgments, losses, orders, awards, damages, costs, fines, penalties, costs of defense, and attorneys' fees ("Liabilities") to the extent they arise from or in connection with: (1) infringement, or alleged infringement, of any patent rights or claims caused, or alleged to have been caused, by the use of any apparatus, appliances, equipment, or parts thereof, furnished, installed or utilized by the WSP; (2) actual or alleged fault or negligence of the WSP, its officers, employees, agents, subcontractors and/or representatives; (3) furnishing, performance, or use of any material supplied by WSP under this Contract or any product liability claims relating to any material supplied by WSP under this Contract; (4) failure of WSP, its officers, employees, agents, subcontractors and/or representatives to comply with any term of this Contract or any applicable local, state, or federal law or regulation, including but not limited to the OSH Act and environmental protection laws; (5) assertions under workers' compensation or similar employee benefit

acts by WSP or its employees, agents, subcontractors, or subcontractors' employees or agents; (6) the acts or omissions (other than the gross negligence or willful misconduct) of Qwest, its officers, employees, agents, and representatives, except as otherwise provided in paragraphs 11.3 and 11.4 below; and/or, (7) any economic damages that may rise, including damages for delay or other related economic damages that the Qwest or third parties may suffer or allegedly suffer as a result of the performance or failure to perform work by the WSP. If both Qwest and the WSP are sued as a result of or in connection with the performance of work arising out of this Contract, the parties hereby agree that the defense of the case (including the costs of the defense and attorneys' fees) shall be the responsibility of the WSP, if Qwest desires. Qwest shall give the WSP reasonable written notice of all such claims and any suits alleging such claims and shall furnish upon the WSP's request and at the WSP's expense all information and assistance available to the Qwest for such defense. The parties shall employ Article 13, Dispute Resolution, to resolve any dispute concerning the proportional fault and liability after the underlying case is terminated.

11.1 IF WORK IS PERFORMED IN THE STATE OF WASHINGTON UNDER THIS GENERAL CONTRACT, THE WSP ACKNOWLEDGES AND AGREES THAT THIS INDEMNIFICATION OBLIGATION SHALL INCLUDE, BUT IS NOT LIMITED TO, ALL CLAIMS AGAINST QWEST BY AN EMPLOYEE OR FORMER EMPLOYEE OF THE WSP, AND THE WSP EXPRESSLY WAIVES ALL IMMUNITY AND LIMITATION ON LIABILITY UNDER ANY INDUSTRIAL INSURANCE ACT, OTHER WORKERS' COMPENSATION ACT, DISABILITY BENEFIT ACT, OR OTHER EMPLOYEE BENEFIT ACT OF ANY JURISDICTION WHICH WOULD OTHERWISE BE APPLICABLE IN THE CASE OF SUCH A CLAIM.

11.2 Except as expressly provided herein, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, ANY LOSS OF USE, LOSS OF BUSINESS OR LOSS OF PROFIT; provided, however, there shall be no limitation on a party's liability to the other for any fines or penalties imposed on the other party by any court of competent jurisdiction or federal, state or local administrative agency resulting from the failure of the party to comply with any term or condition of this Contract or any valid and applicable law, rule or regulation.

11.3 FOR ANY WORK PERFORMED IN ARIZONA, IDAHO, SOUTH DAKOTA, UTAH OR WASHINGTON, SECTION 11(6) SHALL NOT EXTEND TO THE SOLE NEGLIGENCE OF QWEST BUT SHALL EXTEND TO THE NEGLIGENCE OF QWEST WHEN CONCURRENT WITH THAT OF THE WSP.

11.4 FOR ANY WORK PERFORMED IN THE STATES OF MINNESOTA, NEBRASKA, NEW MEXICO, OR OREGON, ARTICLE 11 SHALL NOT APPLY, EXCEPT THAT SECTION 11 SHALL APPLY FOR WORK PERFORMED IN MINNESOTA FOR MAINTENANCE OR

REPAIR OF MACHINERY, EQUIPMENT, OR OTHER SUCH DEVICES, USED AS PART OF A MANUFACTURING, COVERING, OR OTHER PRODUCTION PROCESS INDULGING ELECTRIC, GAS, STEAM, AND TELEPHONE UTILITY EQUIPMENT USED FOR PRODUCTION, TRANSMISSION, OR DISTRIBUTION PURPOSES.

12. FORCE MAJEURE

12.1 The WSP shall be excused from its performance as to any Order if prevented by acts or events beyond the WSP's reasonable control including extreme weather conditions, strikes, fires, embargoes, actions of civil or military law enforcement authorities, acts of God, or acts of legislative, judicial, executive, or administrative authorities.

12.2 If such contingency occurs, Qwest may elect:

12.2.1 To terminate this Agreement as to the Order in question; or

12.2.2 To terminate already-assigned specific work assignment(s) the WSP is unable to perform, or any part thereof, and to assign new specific work assignments to other parties for the duration of the cause of the delay; or

12.2.3 To suspend already-assigned specific work assignment(s) the WSP is unable to perform, or any part thereof, for the duration of the cause of the delay; and to assign new specific work assignments to other parties for the duration of the cause of the delay.

12.3 Qwest shall be deemed to have elected Section 12.2.3 above unless written notice of termination is given by Qwest after the contingency occurs. With respect to Qwest's election of Section 12.2.3 above:

12.3.1 Qwest shall give the WSP written notice of the work to be performed by such other party prior to its performance and shall deduct from the WSP's price the cost of the work or services actually performed by such other parties.

12.3.2 The WSP shall resume performance, and complete any work not performed or to be performed by another party, once the delaying cause ceases.

12.3.3 If appropriate, at the Qwest's discretion, the time for completion of specific work assignment(s) shall be extended up to the length of time the contingency endured.

12.4 Qwest shall be excused from its performance if prevented by acts or events beyond the Qwest's reasonable control including extreme weather conditions, strikes, fires, embargoes, actions of civil or military law enforcement authorities, acts of God, or acts of legislative, judicial, executive, or administrative authorities.

13. **DISPUTE RESOLUTION.**

13.1. Other than those claims over which a regulatory agency has exclusive jurisdiction, all claims, regardless of legal theory, whenever brought and whether between the parties or between one of the parties to this Agreement and the employees, agents or affiliated businesses of the other party, shall be resolved by arbitration. A single arbitrator engaged in the practice of law and knowledgeable about telecommunications law shall conduct the arbitration in accordance with the then current rules of the American Arbitration Association ("AAA") unless otherwise provided herein. The arbitrator shall be selected in accordance with AAA procedures from a list of qualified people maintained by AAA. The arbitration shall be conducted in the regional AAA office closest to where the claim arose.

13.2. All expedited procedures prescribed by the AAA shall apply. The arbitrator's decision shall be final and binding and judgment may be entered in any court having jurisdiction thereof.

13.3. Other than the determination of those claims over which a regulatory agency has exclusive jurisdiction, federal law (including the provisions of the Federal Arbitration Act, 9 U.S.C. Sections 1-16) shall govern and control with respect to any issue relating to the validity of this Agreement to arbitrate and the arbitrability of the claims.

13.4. If any party files a judicial or administrative action asserting claims subject to arbitration, and another party successfully stays such action and/or compels arbitration of such claims, the party filing the action shall pay the other party's costs and expenses incurred in seeking such stay or compelling arbitration, including reasonable attorney's fees.

14. **LAWFULNESS.** This Agreement and the parties' actions under this Agreement shall comply with all applicable federal, state, and local laws, rules, regulations, court orders, and governmental agency orders. Any change in rates, charges or regulations mandated by the legally constituted authorities will act as a modification of any contract to that extent without further notice. This Agreement shall be governed by the laws of the state where Poles/Innerduct is provided. Nothing contained herein shall substitute for or be deemed a waiver of the parties' respective rights and obligations under applicable federal, state and local laws, regulations and guidelines, including (without limitation) Section 224 of the Communications Act of 1934, as amended (47 U.S.C. 224). The WSP represents that it is a certified Competitive Local Exchange Carrier or otherwise has the legal right, pursuant to 47 U.S.C. 224 to attach to Qwest's pole pursuant to the terms thereof. The WSP acknowledges that Qwest will rely on the foregoing representation, and that if such representation is not accurate, this Agreement shall be deemed void *ab initio*, except for Article 9 hereof, for which WSP shall remain fully liable.

15. **SEVERABILITY**. In the event that a court, governmental agency, or regulatory agency with proper jurisdiction determines that this Agreement or a provision of

this Agreement is unlawful, this Agreement, or that provision of the Agreement to the extent it is unlawful, shall terminate. If a provision of this Agreement is terminated but the parties can legally, commercially and practicably continue without the terminated provision, the remainder of this Agreement shall continue in effect.

16. **GENERAL PROVISIONS.**

16.1 Failure or delay by either party to exercise any right, power, or privilege hereunder, shall not operate as a waiver hereto.

16.2 This Agreement shall not be assignable by WSP without the express written consent of Qwest, which shall not be unreasonably withheld. Assignment of this Agreement by WSP to WSP's subsidiary or affiliate shall be presumed to be reasonable; provided, however, that WSP must obtain Qwest's consent in any event.

16.3 This Agreement benefits WSP and Qwest. There are no third party beneficiaries.

16.4 This Agreement constitutes the entire understanding between WSP and Qwest with respect to Service provided herein and supersedes any prior agreements or understandings.

The parties hereby execute and authorize this Agreement as of the latest date shown below:

WSP	Qwest Corporation
Signature	Signature
Name Typed or Printed	Pat Finley Name Typed or Printed
Title	PRODUCT MANAGER Title
Date	Date

Address for Notices	Address for Notices
	Qwest Corporation 1801 California, Rm. 2160 Denver, CO 80202
Contact: Phone: FAX:	Contact: PAT FINLEY Phone: 303-896-8466 FAX: 303-896-3300

EXHIBIT A

PULLING IN REPORT

This report is to be completed by the WSP when fiber cable is placed into innerduct.

_____20____

Send to:
Sandie Thomas, Qwest Corp
700 W Mineral, Rm IAF12
Littleton, CO 80120 (303-707-7904)

This is to advise you that pursuant to General Agreement No. _____ granted to us under the terms of the Innerduct Agreement dated _____, 20__ we have completed installation of the following cable into the following ducts.

Municipality

Location		
From	To	Cable and
Manhole at	Manhole at	Equipment
Installed		

_____
Name of WSP
By:_____
Title:_____

Receipt of the above report is hereby acknowledged_____, 20__.

Qwest Corporation
By:_____
Title:_____

1. Reports shall be submitted in duplicate.

2. A complete description of all facilities shall be given, including a print showing the locations, quantities, sizes and types of all cables and equipment.

3. Sketch to be furnished showing duct used. Must be same duct assigned to Licensee by Licensor as shown on Exhibit ___, unless a change has been previously authorized in writing by Licensor.

EXHIBIT B

WSP:_____

NOTIFICATION OF SURRENDER OR MODIFICATION
OF CONDUIT OCCUPANCY ORDER BY WSP

Return to:
Sandie Thomas, Qwest Corp
700 W Mineral, Rm IAF12
Littleton, CO 80120

In accordance with the terms and conditions of this Agreement between us, dated _____ _____, 20__, notice is hereby given that the licenses covering occupancy of the following conduit are surrendered (and/or modified as indicated in Licensee's prior notification to Licensor, dated _____, 20__) effective _____ _____.

CONDUIT LOCATION	LIC. NO. & DATE	SURRENDER OR MODIFICATION	DATE FAC. RMVD. OR MODIFIED

_____
Name of Licensor

_____
Name of Co- Provider

_____
Date Notification Received

By_____

_____
Date Modification Accepted

Title_____

By _____
Discontinued:

Total duct footage_____

EXHIBIT C

NOTIFICATION OF SURRENDER OR MODIFICATION
OF POLE ATTACHMENT ORDER BY WSP

WSP:_____

Return to:
Sandie Thomas, Qwest Corp
700 W Mineral, Rm IAF12
Littleton, CO 80120

In accordance with the terms and conditions of the Agreement between Qwest and WSP, dated_____,20__, notice is hereby given that the licenses covering attachments to the following poles and/or anchors, and/or utilization of anchor/guy strand is surrendered (or modified as indicated in WSP's prior notification to Qwest, dated ____ _____, 20__) effective _____.

	POLE NO.	ASSOC. POLE NO.	LIC. NO. & DATE	SURRENDER OR MODIFICATION	DATE FAC. RMVD OR MODIFIED
1.		A A/GS -			
2.		A A/GS -			
3.		A A/GS -			
4.		A A/GS -			
5.		A A/GS -			
6.		A A/GS -			
7.		A A/GS -			
8.		A A/GS -			
9.		A A/GS -			

Date Notification Received _____
Date Modification Received_____ _____

By:_____ Name of WSP

Discontinued: By:_____
Poles_____
Anchors_____ Anchor/Guy Strands_____Its:_____
_____

ATTACHMENT 4
FORM OF ACCESS AGREEMENT

After recording, please return to:
Sandie Thomas
700 W Mineral, Rm IAF12
Littleton, CO 80120

ACCESS AGREEMENT

THIS ACCESS AGREEMENT (this "Agreement") is made as of the ___ day of _____, 20__, by and between **QWEST CORPORATION**, a Colorado corporation, successor in interest to **U S WEST COMMUNICATIONS, INC.**, a Colorado corporation ("Grantor"), whose address is _____, and _____, a _____, whose address is _____ ("Grantee").

RECITALS

A. This Agreement relates to certain real property (the "Property") located in the County of _____ (the "County"), State of _____ (the "State").

B. A copy of an agreement purporting to grant to Grantor certain rights to use the Property, as described therein (the "Easement Rights"), is attached as Exhibit A (the "Right of Way Agreement").

C. Pursuant to 42 U.S.C. §§ 224 and 251(b)(5), Grantor, as a Local Exchange Carrier, is required to provide access to rights-of-way to a requesting telecommunications carrier, as defined in 42 U.S.C. § 224. Grantee is a telecommunications carrier that has requested access to Grantor's Easement Rights. To comply with the aforementioned legal requirement, Grantor has agreed to share with Grantee its Easement Rights, if any, relating to the Property, to the extent Grantor may legally convey such an interest.

D. Subject to the terms and conditions set forth in this Agreement, Grantor has agreed to convey to Grantee, without any representation or warranty, the right to use the Easement Rights, and Grantee has agreed to accept such conveyance.

NOW, THEREFORE, for Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Grant of Right of Access. Grantor hereby conveys to Grantee and its Authorized Users (as defined below) a non-exclusive, perpetual right to access and use the Easement Rights, which right shall be expressly (a) subject to, subordinate to, and

limited by the Right of Way Agreement, and (b) subject to the terms and conditions hereof. As used in this Agreement, "Authorized Users" of Owner, Grantor and Grantee shall mean Owner, Grantor or Grantee, as applicable, their respective Affiliates and agents, licensees, employees, and invitees, including, without limitation, contractors, subcontractors, consultants, suppliers, public emergency vehicles, shipping or delivery vehicles, or construction vehicles. "Affiliates" means, with respect to any Person, any Person that controls, is controlled by or is under common control with such Person, together with its and their respective members, partners, venturers, directors, officers, stockholders, agents, employees and spouses. A Person shall be presumed to have control when it possesses the power, directly or indirectly, to direct, or cause the direction of, the management or policies of another Person, whether through ownership of voting securities, by contract, or otherwise. "Person" means an individual, partnership, limited liability company, association, corporation or other entity.

2. Grantor's Reserved Rights. Grantor reserves to itself and its Authorized Users the right to use the Easement Rights for any purpose not incompatible with the rights conveyed to Grantee by this Agreement.

3. Conditions Precedent to Effectiveness of Agreement. This Agreement is expressly conditioned on the following:

a. Recordation of Agreement. If the Right-of-Way Agreement has been publicly recorded, Grantee shall be responsible for assuring that the Agreement is in appropriate form for recording in the real property records of the County, shall pay for the recording thereof, and shall provide a copy of the recorded Agreement to Grantor at the address set forth above. A legible copy of the Right of Way Agreement must be attached to the Agreement when recorded or the Agreement shall not be effective.

b. Payment of Costs and Expenses. Grantee shall pay to or reimburse Grantor for all costs and expenses, including reasonable attorneys' fees, relating to Grantor's execution and delivery of this Agreement.

4. Grantee's Representations and Warranties. Grantee represents and warrants to Grantor that:

a. Authority. Grantee is a _____, duly formed and validly existing under the laws of the State of _____. All necessary action has been taken by Grantee to execute and deliver this Agreement and to perform the obligations set forth hereunder. Grantee is a "telecommunications carrier" as that term is defined in 42 U.S.C. § 224.

b. Due Diligence. Grantee acknowledges and agrees that neither Grantor nor any agent, employee, attorney, or representative of Grantor has made any statements, agreements, promises, assurances, representations, or warranties, whether in this Agreement or otherwise and whether express or implied, regarding the Right of Way Agreement or the Easement Rights or the assignability or further granting thereof, or title to or the environmental or other condition of the Property. Grantee further acknowledges and agrees that Grantee has examined and investigated to its full satisfaction the physical nature and condition of the Property and the Easement Rights and that it is acquiring the

Easement Rights in an "AS IS, WHERE IS" condition. Grantee expressly waives all claims for damages by reason of any statement, representation, warranty, assurance, promise or agreement made, if any.

5. Grantee's Covenants.

a. Compliance with Right of Way Agreement. Grantee agrees that the rights granted by Grantor hereunder are expressly subject to, subordinate to, and limited by the Right of Way Agreement, and Grantee further agrees to comply in all respects with the terms and conditions of the Right of Way Agreement as they apply to the holder or user of the Easement Rights. In the event Grantee fails to observe or perform any of its obligations under the Right of Way Agreement, Grantor shall have the right, but not the obligation, to perform or observe such obligation to the extent that such obligation can be observed or performed by Grantor.

b. Compliance with Laws. Grantee agrees to use the Property and the Easement Rights in compliance with all applicable laws.

c. No Further Grant. Grantee shall not grant to any Person other than Grantee's Authorized Users the right to use the Easement Rights without the prior written consent of Grantor, which consent may be granted or withheld in Grantor's sole discretion.

d. Non-Interference. Grantee agrees that it will not interfere with Grantor's or Grantor's Authorized Users' use of the Easement Rights and will not take any action or fail to take any action that would negatively affect the Easement Rights or cause or contribute to the termination of the Right of Way Agreement.

6. Indemnification. Grantee hereby agrees to indemnify, defend and hold Owner, Grantor and their respective Affiliates harmless from and against any and all claims, judgments, damages, liabilities, penalties, fines, suits, causes of action, costs of settlement, and expenses (including, without limitation, reasonable attorneys' fees) which may be imposed upon or incurred by Grantor or its Authorized Users, or any of them, arising from, relating to or caused by Grantee's breach of this Agreement or the use, or the use by any of Grantee's Authorized Users, of the Easement Rights. In addition to the indemnity obligations described above, in the event that any act or omission of Grantee or Grantee's Authorized Users causes, directly or indirectly, and without reference to any act or omission of Owner, Grantor or their respective Authorized users, the termination or revocation of the Easement Rights, Grantee shall be liable to Grantor for all costs incurred in connection with (a) acquiring replacement Easement Rights over the Property or over other suitable Property, as determined in Grantor's sole judgment (the "Replacement Easement"), (b) the fully-loaded cost of constructing replacement facilities over the Replacement Easement, (c) the cost of removing its facilities and personal property from the Property, if required by the Right of Way Agreement, and (d) any other costs of complying with the Right of Way Agreement, including, without limitation, reasonable attorneys' fees. Grantee shall pay all such amounts within ten (10) days of receipt of any invoice for such costs delivered to Grantee by Owner, Grantor or their respective Authorized Users.

7. Condemnation. If any action is taken whereby the Right of Way Agreement or any part of the Easement Rights are terminated, relocated or otherwise affected, by any taking or partial taking by a governmental authority or otherwise, then such any compensation due or to be paid to the holder of the Easement Rights due to such occurrence shall belong solely to Grantor.

8. Severable Provisions. If any term of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

9. Default; Remedies. (a) If Grantee files a petition in bankruptcy, or a petition is bankruptcy is filed against Grantee, which is not dismissed on or before fifteen (15) days after such filing, or (b) in the event of Grantee's breach or threatened breach of any term, covenant or condition of this Agreement, then Grantor shall have, in addition to all other legal and equitable remedies, the right to (x) terminate this Agreement, (y) enforce the provisions hereof by the equitable remedy of specific performance, or (z) enjoin such breach or threatened breach by injunctive action, all without the necessity of proof of actual damages or inadequacy of any legal remedy. Grantee agrees to pay all costs of enforcement of the obligations of Grantee hereunder, including reasonable attorneys' fees and all costs of suit, in case it becomes necessary for Grantor to enforce the obligations of Grantee hereunder, whether suit be brought or not, and whether through courts of original jurisdiction, as well as in courts of appellate jurisdiction, or through a bankruptcy court or other legal proceedings.

10. Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be assigned at any time in whole or in part by Grantor.

11. No Dedication. Nothing contained in this Agreement shall constitute a gift or dedication of any portion of the Easement Rights to the general public or for any public purpose whatsoever. There are no intended third-party beneficiaries to this Agreement.

12. Grantor's Waiver of Confidentiality. If the Right of Way Agreement is not publicly recorded, Grantor hereby grants a limited waiver of any right to keep the terms and conditions of the Right of Way Agreement confidential, except for any dollar amounts in the Right of Way Agreement, which rights Grantor expressly reserves, and subject to Grantee's and Owner's compliance with the terms and conditions in this paragraph. In all instances, Grantee will use the Right of Way Agreement only for the following purposes: (a) to determine whether Grantor has ownership or control over duct, conduits, or rights-of-way within the property described in the Right of Way Agreement; (b) to determine the ownership of wire within the property described in the Right of Way agreement; or (c) to determine the demarcation point between Grantor facilities and the Owner's facilities in the property described in the agreement. Grantee further agrees that Grantee shall not disclose the contents, terms, or conditions of any agreement provided pursuant to Section 10.8 to any Grantee agents or employees engaged in sales, marketing, or product management efforts on behalf of Grantee. Grantor's waiver of rights, subject to the limitations set forth above, is intended to be effective whether or not such right to confidentiality is expressly set forth in the Right of Way Agreement or elsewhere or may have been agreed to orally, and so long as Grantee and Owner comply with the conditions set forth above, Grantor further covenants not to assert any claim or commence any action, lawsuit, or other legal proceeding against Owner or Grantee, based upon or arising out of Grantor's alleged right to confidentiality relating to the Right of Way Agreement, except in the event of disclosure of dollar amounts in the Right of Way Agreement. Grantor's waiver is expressly conditioned on Owner's waiver of Owner's confidentiality rights, as set forth in the Consent to Disclosure form, which is a part hereof, or Grantee's provision to Grantor of a legally binding and satisfactory agreement to indemnify Grantee in the event of any legal action arising out of Owner's provision of a non-recorded agreement to Grantee . In the event that , the person executing the Consent to Disclosure form does not have the legal right to bind the Owner, Grantor reserves the right to maintain an action for damages, including, without limitation, consequential damages, arising from such improper execution against any Person improperly executing the Consent to Disclosure form. In any event, Grantor reserves its right to (a) to enforce the confidentiality provisions of the Right of Way Agreement as to any dollar amounts set forth in such Right of Way Agreements, and/or (b) to maintain an action for damages, including, without limitation, consequential damages, arising from the disclosure of the dollar amounts in any Right of Way Agreement, against any party, including, without limitation, against Grantee or against any Person improperly executing the Consent to Disclosure form.

13. Notices. All notices to be given pursuant to this Agreement shall be deemed delivered (a) when personally delivered, or (b) three (3) business days after being mailed postage prepaid, by United States certified mail, return receipt requested, or (c) one business day after being timely delivered to an overnight express courier service such as Federal Express which provides for the equivalent of a return receipt to the sender, to the above described addresses of the parties hereto, or to such other address as a party may request in a writing complying with the provisions of this Section.

14. Modification; Counterparts. This Agreement may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective, except by an instrument in writing and signed by the party against whom enforcement of any amendment, modification, change or waiver is sought. This Agreement may be executed in any number of counterparts, all of which shall constitute but one and the same document.

15. Controlling Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

16. Waiver of Jury Trial. THE PARTIES HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT OF APPLICABLE LAW, ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

[Signature pages follow]

EXECUTED as of the date first written above.

GRANTOR:

Witnessed by: _____

QWEST CORPORATION, a Colorado corporation, successor in interest to U S WEST COMMUNICATIONS, INC., a Colorado corporation

By:_____
Name:_____
Title:_____

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 20__, by _____ as _____ of QWEST CORPORATION, a Colorado corporation.

Witness my hand and official seal.

(SEAL)

_____
Notary Public
My Commission Expires: _____

EXECUTED as of the date first written above.

GRANTEE:

Witnessed by: _____ _____, a _____

By:_____

_____

Name:
Title:

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 20__, by _____ as _____ of _____, a _____.

Witness my hand and official seal.

(SEAL)

_____
Notary Public
My Commission Expires:

_____

CONSENT TO DISCLOSURE

THE UNDERSIGNED, _____, a _____ ("Owner"), whose address is _____, hereby consents to the terms of the following paragraphs regarding the agreement described or entitled as _____ between Qwest Corporation, formerly U S WEST Communications, Inc. ("Qwest") and Owner for the property located at _____ ("Property") that provides Qwest with access to Owner's Property (the "Agreement").

FOR TEN DOLLARS ($10) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner agrees as follows:

1. Title to Property. Owner represents and warrants either (a) that Owner is the owner of fee title to the Property described in the Agreement or, if no description of the Property is given in the Agreement, then (b) that Owner is the grantor, or the successor to or assignee of the grantor, of the easement rights, if any, under the Agreement. Owner further represents and warrants that Owner has the legal right to execute this Consent to Disclosure, including, without limitation, the right to waive the confidentiality of the Agreement as set forth in paragraph 3 of this Consent to Disclosure.

2. Owner's Acknowledgments. Owner expressly acknowledges that (a) this is a legal document that may affect Owner's rights and Owner was given the opportunity to have the Agreement and this Consent to Disclosure reviewed by Owner's attorney; and (b) Owner, by signing this Consent to Disclosure, waives any rights it may have to keep the terms and provisions of the Agreement confidential.

3. Owner's Waiver of Confidentiality. Owner hereby waives any right it may have to keep the terms and conditions of the Agreement confidential, whether or not such right to confidentiality is expressly set forth in the Agreement or elsewhere or may have been agreed to orally, subject to the compliance of the competitive local exchange carrier ("WSP") with the requirements of paragraph 5. Owner further covenants not to assert any claim or commence any action, lawsuit, or other legal proceeding against Qwest or WSP presenting this Consent to Disclosure, based upon or arising out of Owner's alleged right to confidentiality relating to the Agreement. Owner's consent to disclosure applies only to the Agreement that is described in this Consent to Disclosure form and only to the undersigned WSP.

4. Qwest's Waiver of Confidentiality. Qwest represents and warrants that it is granting a limited waiver of its confidentiality rights that permits WSP to review the Agreement subject to WSP's compliance with the requirements of paragraph 5 and Qwest's right to redact all dollar amounts set forth in the Agreement. Qwest's consent to disclosure applies only to the Agreement that is described in this Consent to Disclosure form and only to the undersigned WSP.

5. WSP's Obligations. WSP shall use the Agreement exclusively for the following purposes and for no other purpose whatsoever:

(a) to determine whether Qwest has ownership or control over duct, conduits, or rights-of-way within the Property described in the Agreement; or

(b) to determine the ownership of wire within the Property described in the Agreement; or

(c) to determine the demarcation point between Qwest facilities and the Owner's facilities in the Property described in the Agreement.

WSP further agrees that WSP shall not disclose the contents, terms, or conditions of the Agreement to any WSP agents or employees engaged in sales, marketing, or product management efforts on behalf of WSP.

6. Acknowledgement of Limitation on Waivers. **Owner understands that Qwest does not agree to waive the confidentiality of the dollar amounts set forth in any Agreement, and acknowledges that Owner has no right to provide copies of such Agreements to any party unless Owner has completely deleted the dollar amounts. Owner shall not provide a copy of the Agreement unless Owner has completely deleted all dollar amounts. Whether provided by Owner or Qwest, WSP shall comply with the conditions set forth in paragraph 5.**

7. Notices. All notices to be given pursuant to this Agreement shall be deemed delivered (a) when personally delivered, or (b) three (3) business days after being mailed postage prepaid, by United States certified mail, return receipt requested, or (c) one business day after being timely delivered to an overnight express courier service such as Federal Express which provides for the equivalent of a return receipt to the sender, to the above described addresses of the parties hereto, or to such other address as a party may request in a writing complying with the provisions of this Section.

EXECUTED as of the date first written above.

OWNER:

_____

_____,

WSP:

_____

_____

EXHIBIT 1

Right of Way Agreement

(This represents the ROW agreement between the

EXHIBIT E

INTENTIONALLY LEFT BLANK

EXHIBIT F – Special Request Process

1. The Special Request Process shall be used for the following requests:

1.1 Requesting specific product feature(s) be made available by Qwest that are currently available in a switch, but which are not activated.

1.2 Requesting specific product feature(s) be made available by Qwest that are not currently available in a switch, but which are available from the switch vendor

1.3 Requesting a combination of Unbundled Network Elements that is a combination not currently offered by Qwest as a standard product and:

1.3.1 that is made up of UNEs that are defined by the FCC or the Commission as a network element to which Qwest is obligated to provide unbundled access, and;

1.3.2 that is made up of UNEs that are ordinarily combined in the Qwest network.

1.4 Requesting an Unbundled Network Element that does not require a technical feasibility analysis and has been defined by the FCC or the State Commission as a network element to which Qwest is obligated to provide unbundled access, but for which Qwest has not created a standard product, including, but not limited to, OC-192 (and such higher bandwidths that may exist) UDIT, EEL between OC-3 and OC-192 and new varieties of subloops.

2. Any request that requires an analysis of Technical Feasibility shall be treated as a Bona Fide Request (BFR), and will follow the BFR Process set forth in this Agreement. If it is determined that a request should have been submitted through the BFR process, Qwest will consider the BFR time frame to have started upon receipt of the original Special Request application form.

3. A Special Request shall be submitted in writing and on the appropriate Qwest form, which is located on Qwest's website.

4. Qwest shall acknowledge receipt of the Special Request within two (2) business days of receipt.

5. Qwest shall respond with an analysis, including costs and timeframes, within fifteen (15) business days of receipt of the Special Request. In the case of UNE Combinations, the analysis shall include whether the requested combination is a combination of network elements that are ordinarily combined in the Qwest network. If the request is for a combination of network elements that are not ordinarily combined in the Qwest network, the analysis shall indicate to WSP that it should use the BFR process if WSP elects to pursue its request.

6. Upon request, Qwest shall provide WSP with Qwest's supporting cost data and/or studies for Unbundled Network Elements that WSP wishes to order within seven (7) business days, except where Qwest cannot obtain a release from its vendors within seven (7) business days, in which case Qwest will make the data available as soon as Qwest receives the vendor release. Such cost data shall be treated as Confidential Information, if requested by Qwest under the non-disclosure sections of this Agreement.

EXHIBIT G

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EXHIBIT H

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Exhibit I – Individual Case Basis

1. This Agreement contains references to both ICB rates and ICB intervals. The purpose of this exhibit is to identify how WSP's ICB requests – whether they be for rates or intervals – are processed through and by Qwest.

2. ICB Rate Intervals

   2.1 For those products and services identified in the AGREEMENT that contain a provision for ICB rates, Qwest will provide WSP with a written quote of the ICB rate within twenty (20) business days unless a specific interval for providing the quote is either contained in the AGREEMENT or this Exhibit.

   2.2 The purpose of this subsection is to identify those circumstances when the generic twenty (20) business day interval in the aforementioned subsection to this Exhibit does not apply. In these specified circumstances, Qwest shall provide WSP with an ICB quote within the stated specific intervals:

      2.2.1 Quotes for all Bona Fide Requests (BFR) shall be provided in accord with Section 16.

      2.2.2 Quotes for all Special Request Processes (SRP) shall be provided in accord with Section 17 and Exhibit F.

   2.3 Upon request, Qwest shall provide WSP with Qwest's supporting cost data and/or cost studies for the Unbundled Network Element or service that WSP wishes to order within seven (7) business days, except where Qwest cannot obtain a release from its vendors within seven (7) business days, in which case Qwest will make the data available as soon as Qwest receives the vendor release. Consistent with the terms and conditions of any applicable vendor contract or agreement, Qwest shall diligently pursue obtaining the release of cost information as soon as reasonably possible. To the extent consistent with the terms and obligations of any applicable vendor contract or agreement, Qwest shall request the release of vendor cost information when Qwest communicates with the vendor(s) when Qwest seeks a quote for the costs of the ICB project. Such cost data shall be treated as confidential information if requested by Qwest under the non-disclosure sections of this Agreement.

3. ICB Provisioning Intervals

   3.1 For those products and services provided pursuant to this AGREEMENT that contain a provision for ICB interval but do not contain a specific provision for when the ICB interval shall be provided, the ICB interval shall be provided within twenty (20) business days of receipt of the order, request or application.

   3.2 For ICB intervals for those products and services that require negotiated project time lines for installation, such as 2/4 wire analog loop for more

than twenty-five (25) loops, the Qwest representative, authorized to commit to intervals, shall meet with WSP's representative within seven (7) business days of receipt of the request from WSP to negotiate intervals.

Exhibit J
Election of Reciprocal Compensation Option

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

WSP must select either 1. OR 2.

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

Signature _____

Print Name: Bruce H. Todd

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

Signature _____

Print Name: _____

Following must be populated to ensure accurate billing:

ACNA _____
ACNA _____
ACNA _____
ACNA _____

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

EXHIBIT K

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EXHIBIT L

ADVICE ADOPTION LETTER

Director of Interconnection Agreements
Qwest
1801 California, Room 2410
Denver, CO 80202

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

_____

Dear Sir or Madam:

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

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

WSP

By:_____

Title:_____

Date:_____

EXHIBIT M

INTERIM ADVICE ADOPTION LETTER

Director of Interconnection Agreements
Qwest
1801 California, Room 2410
Denver, CO 80202

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

_____

Dear Sir or Madam:

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

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

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

WSP

By:_____

Title:_____

Date:_____