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IDAHO PUBLIC  
UTILITIES COMMISSION

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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

:blg  
Enclosure  
cc: Service List

Mary S. Hobson (ISB# 2142)  
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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. Expedient approval would further the public interest.

Respectfully submitted this 5<sup>th</sup> day of December, 2005.

**Qwest Corporation**



---

Mary S. Hobson  
Stoel Rives LLP, Attorneys for Qwest

**CERTIFICATE OF SERVICE**

I hereby certify that on this 5<sup>th</sup> 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  
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P.O. Box 83720  
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\_\_\_\_\_  
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 F -	Special request Process
EXHIBIT G -	Intentionally Left Blank
EXHIBIT H -	Intentionally Left Blank
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 pendency of any negotiation for an amendment pursuant to this Section 2.2 the Parties shall continue to perform their obligations in accordance with the terms and conditions of this Agreement, for up to sixty (60) Days. If the Parties fail to agree on an amendment during the sixty (60) Day negotiation period, the Parties agree that the first matter to be resolved during Dispute Resolution will be the implementation of an interim operating agreement between the Parties regarding the disputed issues, to be effective during the pendency of Dispute Resolution. The Parties agree that the interim operating agreement shall be determined and implemented within the first fifteen (15) Days of Dispute Resolution and the Parties will continue to perform their obligations in accordance with the terms and conditions of this Agreement, until the interim operating agreement is implemented. For purposes of this section, "legally binding" means that the legal ruling has not been stayed, no request for a stay is pending, and any deadline for requesting a stay designated by statute or regulation, has passed.

2.3 Unless otherwise specifically determined by the Commission, in cases of conflict between the Agreement and 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

