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IDAHO PUBLIC UTILITIES COMMISSION

March 17, 2006

VIA HAND DELIVERY

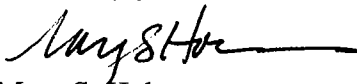
Jean D. Jewell, Secretary
Idaho Public Utilities Commission
472 West Washington
Boise, ID 83702-5983

RE: Docket No. QWE-T-06-06

Dear Ms. Jewell:

Enclosed for filing with this Commission are an original and seven (7) copies of **QWEST CORPORATION'S PETITION FOR APPROVAL OF INTERCONNECTION AGREEMENTS TO IMPLEMENT FCC RULING IN T-MOBILE ORDER**. If you have any questions, please contact me. Thank you for your cooperation in this matter.

Very truly yours,



Mary S. Hobson

Enclosures

cc: Service List

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Attorneys for Qwest Corporation

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

<p>QWEST CORPORATION,</p> <p>Complainant,</p> <p>v.</p> <p>Mountain Communications, Inc. dba Earl's Distributing, Inc.; Gem State Communications, Inc. dba Idaho Communications; Idaho Mobile Telephone a/k/a Idaho Phone Service, Inc. a/k/a Idaho Mobilephone a/k/a Idaho Mobile Phone service, Inc.; JJC, Inc. dba Intermountain Communications; Radio Service Company; and Teton Communications, Inc.</p> <p>Respondents</p>	<p>Docket No. <u>QWE-T-06-06</u></p>
<p>PETITION FOR APPROVAL OF INTERCONNECTION AGREEMENTS TO IMPLEMENT FCC RULING IN T-MOBILE ORDER</p>	

Qwest Corporation, (“Qwest”) petitions the Idaho Public Utilities Commission (“Commission”) for an order pursuant to 47 USC § 252(b) approving an interconnection agreement between Qwest and each of the Respondents to implement the ruling of the Federal Communications Commission (“FCC”) in *In the Matter of Developing a Unified Intercarrier Compensation Régime, T-Mobile et al. Petition for Declaratory Ruling Regarding Incumbent LEC Wireless Termination Tariffs*, CC Docket 01-92, FCC 05-42, (Rel. Feb. 24, 2005) (the “*T-Mobile Order*”), as follows:

Parties and Jurisdiction

1. Qwest is an incumbent local exchange carrier (“ILEC”) and regional Bell operating company (“RBOC”) with its principal place of business in Denver, Colorado. Qwest is certified as a local exchange carrier in Idaho pursuant to its certificates of public convenience and necessity issued by this Commission prior to January 1, 1988.

2. Qwest seeks approval of the Type 1 Wireless interconnection agreement attached hereto as **Exhibit A** with the following wireless carrier, consistent with the requirements of 47 USC § 252(b):

Teton Communications, Inc.
545 S. Utah Avenue
Idaho Falls, ID 83401

3. Qwest seeks arbitration and approval of the Type 1 and Type 2 Paging interconnection agreement attached hereto as **Exhibit B** with the following paging carriers:

Mountainland Communications, Inc.
dba Earl’s Distributing, Inc.
P. O. Box 1648
Idaho Falls, ID 83401

GEM State Communications, Inc.
dba Idaho Communications
1976 Century Way
Boise, ID 83709

Idaho Mobile Telephone
a/k/a Idaho Phone Service, Inc.
a/k/a Idaho Mobilephone
a/k/a Idaho Mobile Phone Service, Inc
P. O. Box 8747
Boise, ID 83707

J J C, Inc.
dba Intermountain Communications
808 N 4th St
Coeur D'Alene, ID 83814

Radio Service Company
P.O. Box 338
Burley, ID 83318

4. As required by section 252(b)(2)(B) of the Act, Qwest has delivered a copy of this Petition, together with all exhibits, to each of the providers identified above.

5. This Commission has jurisdiction to arbitrate and approve these agreements with the listed carriers pursuant to section 251(b)(1) of the Act, and also pursuant to the *T-Mobile Order* and clarifying regulations adopted thereunder.

6. This Petition is timely filed in that Qwest initiated, then restarted, negotiations on October 11, 2005. Thus, the 160th day after Qwest restarted negotiations is March 19, 2006.

7. Pursuant to section 252(b)(4)(C) of the Act, this arbitration is to be concluded not later than nine months after the applicable request for negotiations was sent to each Respondent, which for purposes of this petition is July 11, 2006.

Background

8. The FCC has required Qwest to request and enter interconnection agreements for the termination of wireless traffic, including paging. Qwest has diligently pursued such interconnection agreement negotiations with Respondents, without response. The Respondents' failure to respond to Qwest's invitations to negotiate for an interconnection agreement is a failure to negotiate in good faith under the federal Telecommunications Act of 1996 (the "Act"), which has forced Qwest to seek approval of the interconnection agreements attached as Exhibits A and B as the preferable alternative to discontinuing services relating to termination of wireless traffic to Respondents.

9. In the *T-Mobile Order*, the FCC clarified a preference for contractual arrangements for wireless termination arrangements by (i) prohibiting LECs from imposing compensation obligations for non-access CMRS traffic pursuant to tariff, (ii) amending its rules to clarify that a LEC may request interconnection from a CMRS provider and invoke the negotiation and arbitration procedures set forth in section 252 of the Act, and (iii) identifying state commission implemented or approved rates as the applicable interim rates once a LEC initiates the negotiation process.

10. In response to that order and the clarifying regulations (*See* 47 CFR § 20.11), Qwest implemented the interim rates approved by the *T-Mobile Order*, and initiated negotiations with Respondents by correspondence dated May 3, 2005 for wireless Type 1 and Type 2 carriers and paging Type 1 and Type 2 carriers. A copy of that notice is attached as **Exhibit C**. The notice included a proposed agreement.

11. Also in response to these orders and regulations, Qwest withdrew its tariffs, catalogs, and price lists for wireless termination service in all of its in-region states. In Idaho,

Qwest filed to withdraw its catalog on January 6, 2006. That catalog provision was withdrawn by operation of law on January 16, 2006. (*See* Idaho Code sec. 62-606)

12. Many carriers responded to Qwest's initial request for negotiations, and Qwest has entered into and filed those agreements with the Commission.

13. Other carriers, including Respondents, did not acknowledge Qwest's initial request for negotiations, so Qwest sent a second request for negotiations on October 11, 2005, again referencing the web address for the current version of the proposed agreement. As an accommodation to the non-responding carriers, this letter also reset the time period for negotiations, so that the window for requesting arbitration opened on February 22, 2005 (the 135th day after October 11, 2005) and will close on March 19, 2005 (the 160th day). A copy of this second notice is attached as **Exhibit D**.

14. Qwest also notified the Commission of its attempts to initiate negotiations on by letter dated December 2, 2005. A copy of that letter (without attachments) is attached as **Exhibit E**.

15. A few more carriers responded to the second notice, and Qwest is in the process of entering into and filing those agreements with the Commission.

16. Other carriers, including Respondents, did not respond to Qwest's second notice, so Qwest sent a third request for negotiations on January 13, 2006 (for paging providers) or February 2 (for wireless providers). Copies of those requests are attached as **Exhibit F** and **Exhibit G**, respectively. These requests for negotiations also included a reference to the website address where the current template agreement could be located.

17. Respondents still failed to respond to Qwest's requests for negotiation, so Qwest sent yet another request to wireless and paging carriers on February 21, 2006. A copy of that

request is attached as **Exhibit H**. Again, Qwest provided Respondents with the website address for the current template agreement.

18. Qwest followed up on these email notices with telephone calls to Respondents when a contact and phone number could be identified.

19. Also, during this timeframe, Qwest conducted teleconference negotiation sessions on November 16, 30, and December 7, 2005 for paging providers and on December 8, 2005 for wireless providers. Qwest made several changes and updated the negotiation template agreement in response to concerns raised by the providers attending those sessions.

Unresolved Issues

20. Pursuant to 47 USC § 252(a)(2)(A), a party petitioning for arbitration or approval of an interconnection agreement is ordinarily required to submit a list or matrix of unresolved issues from their negotiations. That is impractical in this case.

21. In this case, apart from Respondents' failure to respond to Qwest's many invitations for negotiations, there are no unresolved issues, precisely because of Respondents' failure to negotiate in good faith, or even at all. Thus, Qwest is not aware of any disputes or unresolved issues with respect to the proposed agreement.

Request for Arbitration and Approval Without Disputed Issues

22. Section 252 of the Act and 47 CFR § 20.11 both impose on Respondents a duty to negotiate in good faith in response to the several requests for negotiation described above. Respondents' failure even to respond during an extended negotiation window violates this duty.

23. Because of the Respondents' violation of their duty to negotiate in good faith, Qwest asks that Respondents be barred from raising any disputed issues in response to this

Petition. If any Respondent is allowed to raise disputes now, the statutory duty to negotiate in good faith would be rendered meaningless, and Respondents would be allowed to subvert the entire scheme for negotiation and arbitration set up in the Act.

24. Thus, Qwest requests that the Commission approve the agreement attached as **Exhibit A** as an interconnection agreement between Qwest and the Type 1 wireless carriers identified in paragraph 2 above, and approve the agreement attached as **Exhibit B** as an interconnection agreement between Qwest and the paging carriers identified in paragraph 3, as written, without changes or disputed issues.

25. While Qwest asks that Respondents be barred from raising any disputed issues in response to this Petition, Qwest does not ask the Commission to neglect its duties under section 252 of the Act to ensure that the agreements attached as **Exhibits A and B** meet the requirements of section 251 of the Act, including the regulations prescribed by the FCC pursuant to section 251, or any other requirements within the Commission's state law authority that are consistent with the Act and FCC regulations, as permitted under section 252(e)(3) of the Act.

26. Indeed, **Exhibits A and B** fully comply with sections 251 and 252 of the Act, applicable state laws and the orders of this Commission, and are consistent with the *T-Mobile Order*. The agreements are not discriminatory, and are consistent with the public interest, convenience, and necessity.

27. The *T-Mobile Order* requires Qwest to enter interconnection agreements with wireless and paging providers – and forbids the use of tariffs – to set the terms and conditions for the termination of traffic originated by these carriers. Pursuant to paragraph the *T-Mobile Order*, 47 CFR § 20.11, and 47 CFR 51.715(c), the interim arrangements for pricing have governed the exchange of traffic between Qwest and the Respondents thus far and will continue to apply

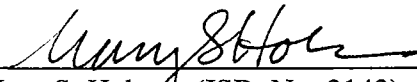
during the pendency of this proceeding, but may expire with this Commission's order either approving or rejecting the proposed agreements. Thus, if the Commission will not approve the agreements, Qwest will be forced to discontinue service to Respondents until an appropriate interconnection agreement can be negotiated, approved, and filed. Qwest has taken every step possible to avoid such a drastic result, but cannot provide termination services to Respondents without an approved, filed agreement or catalog/tariff..

WHEREFORE, Qwest respectfully requests that this Commission:

1. Conduct an arbitration pursuant to section 252(b) of the Act;
2. Bar Respondents from raising disputed issues in this arbitration as a consequence of their failure to negotiate in good faith as required by the Act;
3. Find that Qwest's proposed interconnection agreements contained in **Exhibits A** and **B** are consistent with applicable law and commercially reasonable;
4. Issue an Order adopting and approving the proposed agreements contained in **Exhibit A** as an interconnection agreement between Qwest and the Type 1 wireless provider Respondents identified in paragraph 2 of this Petition;
5. Issue an Order adopting and approving the proposed agreements contained in **Exhibit B** as an interconnection agreement between Qwest and the paging provider Respondents identified in paragraph 3 of this Petition; and
6. Grant Qwest such other and further relief as may be necessary.

DATED this 17th day of March, 2006.

Respectfully submitted,


Mary S. Hobson (ISB. No. 2142)
999 Main. Suite 1103
Boise, ID 83702

Adam L. Sherr
Corporate Counsel, Qwest
1600 7th Avenue, Room 3206
Seattle, WA 98191

Attorneys for Qwest Corporation

CERTIFICATE OF SERVICE

I do hereby certify that a true and correct copy of the foregoing **QWEST CORPORATION'S Petition for Approval of Interconnection Agreements to Implement FCC Ruling in T-Mobile Order** was served on the 17th day of March, 2006 on the following individuals:

Jean D. Jewell
Idaho Public Utilities Commission
472 West Washington Street
P.O. Box 83720
Boise, ID 83702
Telephone (208) 334-0300
Facsimile: (208) 334-3762
jjewell@puc.state.id.us

Hand Delivery
 U. S. Mail
 Overnight Delivery
 Facsimile
 Email

Weldon Stutzman
Idaho Public Utilities Commission
472 West Washington Street
P.O. Box 83720
Boise, ID 83702
Telephone (208) 334-0300
Facsimile: (208) 334-3762

Hand Delivery
 U. S. Mail
 Overnight Delivery
 Facsimile
 Email

Mountainland Communications, Inc.
dba Earl's Distributing, Inc.
c/o Dean Dalling
525 Park Ave
Idaho Falls, ID 83402

Hand Delivery
 U. S. Mail
 Overnight Delivery
 Facsimile
 Email

GEM State Communications, Inc.
dba Idaho Communications
c/o Kirby L. Ortiz
1976 Century Way
Boise, ID 83709

Hand Delivery
 U. S. Mail
 Overnight Delivery
 Facsimile
 Email

Idaho Mobile Telephone
a/k/a Idaho Phone Service, Inc.
a/k/a Idaho Mobilephone
a/k/a Idaho Mobile Phone Service, Inc
c/o Donald Keeler
7478 Lemhi
Boise, ID 83706

Hand Delivery
 U. S. Mail
 Overnight Delivery
 Facsimile
 Email

J J C, Inc.
dba Intermountain Communications
c/o James E. Monroe III
808 N 4th St
Coeur D'Alene, ID 83814

Hand Delivery
 U. S. Mail
 Overnight Delivery
 Facsimile
 Email

Radio Service Company
c/o Dale D. Avery
659 So. 3000
Burley, ID 83318

Hand Delivery
 U. S. Mail
 Overnight Delivery
 Facsimile
 Email

Teton Communications, Inc.
c/o Richard E. Hafla
545 S. Utah Avenue
Idaho Falls, ID 83401

Hand Delivery
 U. S. Mail
 Overnight Delivery
 Facsimile
 Email



Mary S. Hobson

Exhibit A

Due to duplication difficulties Exhibit A will
be provided under separate cover

Exhibit B

**Paging Type 1 Exhibit A
Idaho**

Select the appropriate type of contract below. For cost docket changes, leave blank:			EAS / Local Traffic Reciprocal Compensation Election			Notes		
New			Bill & Keep			REC	REC/MI	NRC
		USOC	Recurring	Recurring per Mile	Non- recurring			
4.5 Paging Traffic								
4.5.1 Entrance Facility & Trunking Charges								
4.5.1.1 Analog								
	4.5.1.1.1	2-Wire Analog Channels, 1-Way In (Land to Mobile)	MTZ1X	\$0.00	\$0.00	*		*
	4.5.1.1.2	4-Wire Analog Channels, 1-Way In (Land to Mobile)	MTJ1X	\$0.00	\$0.00	*		*
4.5.1.2 Digital								
	4.5.1.2.1	4-Wire Digital Channels, 1-Way In (Land to Mobile)	M4W1X		\$0.00			*
4.5.1.3 Entrance Facility								
	4.5.1.3.1	DS1 Level	MF31X	\$0.00	\$0.00	*		*
	4.5.1.3.2	DS3 Level	MF33X	\$0.00	\$0.00	*		*
4.5.2 Intentionally Left Blank								
4.5.3 Connectivity								
	4.5.3.1	Analog, per Analog Channel	CK6AX	\$0.00		*		
	4.5.3.2	DS1 Level, per DS1 Facility	CK61X	\$0.00		*		
	4.5.3.3	DS1 Activated on a DS3 Facility, per DS1 Activated	CK61X	\$0.00		*		
4.5.4 Channel Performance								
	4.5.1	Loop Start	PM2GG	\$0.00		*		
	4.5.2	Ground Start	PM2HG	\$0.00		*		
	4.5.3	Loop with Reverse Battery	PM2JG	\$0.00		*		
4.5.5 Dedicated Transport								
4.5.5.1 Recurring Charges								
4.5.5.1.1 DS0								
	4.5.5.1.1.1	Over 0 to 8 Miles	JZ3TA XU2T1	\$0.00	\$0.00	*		*
	4.5.5.1.1.2	Over 8 to 25 Miles	JZ3TB XU2T2	\$0.00	\$0.00	*		*
	4.5.5.1.1.3	Over 25 to 50 Miles	JZ3TC XU2T3	\$0.00	\$0.00	*		*
	4.5.5.1.1.4	Over 50 Miles	JZ3TD XU2T4	\$0.00	\$0.00	*		*
4.5.5.1.2 DS1								
	4.5.5.1.2.1	Over 0 to 8 Miles	JZ3JA XUWJ1	\$0.00	\$0.00	*		*
	4.5.5.1.2.2	Over 8 to 25 Miles	JZ3JB XUWJ2	\$0.00	\$0.00	*		*
	4.5.5.1.2.3	Over 25 to 50 Miles	JZ3JC XUWJ3	\$0.00	\$0.00	*		*
	4.5.5.1.2.4	Over 50 Miles	JZ3JD XUWJ4	\$0.00	\$0.00	*		*
4.5.6 Multiplexing								
	4.5.6.1	DS1 to DS0	MXG1X	\$0.00	\$0.00	*		*
	4.5.6.2	DS3 to DS1	MXG3X	\$0.00	\$0.00	*		*
4.5.7 Dial Outpulsing								
4.5.7.1 Per Each 1-Way In or 2-Way Channel (Land to Mobile)								
	4.5.7.1.1	Analog 2-Wire	OUPAX		\$0.00			*
	4.5.7.1.2	Analog 4-Wire	OUPDX		\$0.00			*
	4.5.7.1.3	Digital	OUPDX		\$0.00			*
4.5.8 Operational Support Systems								
	4.5.8.1	Development and Enhancements, per Order	URCTC		\$0.00			*
	4.5.8.2	Ongoing Maintenance, per Order	URCTD		\$0.00			*

**Paging Type 1 Exhibit A
Idaho**

	USOC	Recurring	Recurring per Mile	Non-recurring	REC	REC per Mile	NRC
4.5.8.3 Daily Usage Record File, per Record		\$0.000000			*		
4.5.9 Bona Fide Request (BFR) Process							
4.5.9.1 Processing Fee				\$1,851.86			B

NOTES:

Unless otherwise indicated, all rates are pursuant to Idaho Public Utilities Commission dockets listed below:
B: Cost Docket QWE-T-01-11, Order No. 29408 (January 5, 2004) Rates effective January 5, 2004

* Type 1 land to pager traffic will be exchanged on a bill and keep basis between the Parties.

TYPE 1 and TYPE 2 PAGING CONNECTION SERVICE AGREEMENT

This Type 1 and Type 2 Paging Connection Service Agreement, together with this signature page, the general terms and conditions, Appendices, and Exhibits attached hereto and incorporated herein (collectively, the "Agreement"), is between Qwest Corporation and Paging Provider, each identified for purposes of this Agreement in the signature block below (collectively, the "Parties"). This Agreement may be executed in counterparts. The undersigned Parties have read and agree to the terms and conditions set forth in the Agreement.

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

_____	<u>Qwest Corporation</u>
Printed Legal Name	
_____	_____
Signature	Signature
_____	<u>L. T. Christensen</u>
Printed Name	Printed Name
_____	<u>Director -- Interconnection Agreements</u>
Title	Title
_____	_____
Date	Date

**TYPE 1 and TYPE 2
PAGING CONNECTION SERVICE AGREEMENT**

between

Qwest Corporation

And

(*1)

State of (*2)

**AGREEMENT NUMBER
CDS-(*3)**

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TYPE 1 and TYPE 2 PAGING CONNECTION SERVICE AGREEMENT

This Type 1 and Type 2 Paging Connection Service Agreement is between and Qwest Corporation ("Qwest"), a Colorado corporation, and (*1), ("Paging Provider"), incorporated in the State of _____.

Paging Provider is licensed to provide paging services by the Federal Communications Commission ("FCC"). Qwest and Paging Provider both are engaged in providing telecommunications and other services and have agreed to connect their facilities for the purpose of delivering land to pager traffic.

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

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

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

1. RESERVATION OF RIGHTS; CHANGES IN THE LAW

1.1 The provisions in this Agreement are intended to be in compliance with and based on the existing state of the law, rules, regulations and interpretations thereof, including but not limited to state rules, regulations, and laws, as of March 11, 2005 (the Existing Rules). Nothing in this Agreement shall be deemed an admission by Qwest or Paging Provider concerning the interpretation or effect of the Existing Rules or an admission by Qwest or Paging Provider that the Existing Rules should not be changed, vacated, dismissed, stayed or modified. Nothing in this Agreement shall preclude or estop Qwest or Paging Provider 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 Paging Provider, amended as set forth in this section, to reflect the outcome of 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, the Parties shall continue to perform their obligations in accordance with the terms and conditions of this Agreement. 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.

1.1.1 In addition to, but not in limitation of, Section 1.1. above, nothing in this Agreement shall be deemed an admission by Qwest or Paging Provider concerning the interpretation or effect of the FCC's decision and rules adopted in *In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers; Implementation of the Local Competition Provisions of the Telecommunications Act of 1996; Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket Nos. 01-338, 96-98 and 98-147, nor rules, regulations and interpretations thereof, including but not limited to state rules, regulations, and laws as they may be issued or promulgated regarding the same ("Decision(s)"). Nothing in this Agreement shall preclude or estop Qwest or Paging Provider from taking any position in any forum concerning the proper interpretation or effect of Decisions or concerning whether the Decision should be changed, vacated, dismissed, stayed or modified.

2. SCOPE OF AGREEMENT

2.1 This Agreement covers Type 1 and Type 2 Paging Connection Service which consists only of those one-way, intraLATA/intrastate, land-to-pager trunks, which deliver calls from Qwest's End Users to Paging Provider's POC. Upon Commission approval of this Agreement, Qwest shall provide these trunks to itself within the local calling area, without charge to the Paging Provider except as defined in Sections 4.3 and 4.4. These trunks shall receive all incoming paging calls at Qwest's Local Tandem, LATA Tandem, or Wire Center/End Office serving the geographic area in which Paging Provider's POC is located and shall deliver paging traffic to Paging Provider's POC(s). This Agreement includes all accompanying appendices and attachments.

2.1.1 Facilities for Delivery of Third Party Traffic

Qwest will deliver calls it receives for Paging Provider from a third party carrier to Paging Provider's POC over the same facilities and trunks used to deliver Qwest's End User originated paging traffic.

2.1.2 Facilities for Delivery of Enhanced Services Traffic

This Agreement recognizes the unique status of traffic delivered to enhanced service providers. For purposes of this Agreement, Enhanced Services traffic, such as voice-mail, is not Compensable Traffic. Additionally, traffic originated by one Party, and delivered to the other Party, which in turn delivers the traffic to an Internet Service Provider (a) shall be deemed interstate in

nature, (b) shall not qualify as Compensable Traffic under this Agreement, and (c) Qwest shall not be obligated to deliver such traffic to Paging Provider under this Agreement.

- 2.2 In the performance of their obligations under this Agreement, the Parties shall act in good faith and consistently with the intent of the Act. Where notice, approval or similar action by a Party is permitted or required by any provision of this Agreement, (including, without limit, the obligation of the Parties to further negotiate the resolution of new or open issues under this Agreement) such action shall not be unreasonably delayed, withheld or conditioned.
- 2.3 Because Type 1 and Type 2 Paging Connection Service is provided by Qwest to Qwest, all orders for Type 1 and Type 2 Paging Connection Service are placed by Qwest at its sole discretion. Paging Provider is not authorized and shall not attempt to place orders to any telecommunications carrier for or on behalf of Qwest. Paging Provider agrees to pay Qwest for all telecommunications services it orders or requests on its own behalf from Qwest pursuant to applicable federal and state tariffs or separate written agreements.
- 2.4 Qwest will not permit its own End Users to use Type 1 Paging Connection Service to deliver traffic to Paging Provider's Enhanced Services operations, if any, where such Enhanced Services operations constitute Paging Provider's primary business. Paging Provider shall not assign numbers associated with Type 1 or Type 2 Paging Connection Service to its Enhanced Services operation that constitute a primary business.
- 2.5 This Agreement does not cover delivery of traffic from Paging Provider's network to Qwest's network. Should Paging Provider desire to deliver traffic to Qwest, the Parties shall negotiate in good faith a separate agreement for two way traffic exchange. However, such an agreement shall not supersede, amend or terminate this Agreement without the Parties' express written instruction.
- 2.6. Delivery of Paging Traffic
 - 2.6.1. Qwest's Type 1 and Type 2 Paging Connection Service delivers paging traffic to the Paging Provider's POC(s) as identified in Appendix B.
 - 2.6.2. Pursuant to joint planning as specified in the Forecasting section of this Agreement, Qwest alone shall determine all aspects and elements of the Type 1 and Type 2 Paging Connection Service facilities that it provides itself, including, but not limited to, design, location, quantities, distance, etc. Qwest shall base this determination on the minimum requirements specified by the Act, the FCC rules, as well technical and economic efficiency considerations, e.g., network requirements. Qwest shall monitor its usage on Type 1 and Type 2 Paging Connection Service and will reconfigure trunk groups as it deems necessary. Qwest reserves the right to review, revise or modify its Type 1 and Type 2 Paging

Connection Service at any time for any lawful business reason. All circuits and equipment provided by Qwest will always be wholly owned and operated by Qwest. Qwest agrees to establish and maintain facilities based on appropriate industry standards.

2.6.3. Notwithstanding the other provisions of this Agreement, Qwest agrees that it will not modify or revise existing facilities used to provide its Paging Connection Service for a period of ninety (90) days from the Effective Date of this Agreement.

2.6.4. Paging Provider's and Qwest's equipment and systems will be compatible, and will be consistent with normally accepted industry standards as defined in Telcordia Technical Reference GR-145-CORE entitled "Compatibility Information for Interconnection of a Wireless Services Provider and a Local Exchange Carrier Network".

2.6.4.1. Paging Provider will provide a voice intercept announcement or distinctive signals to the calling party when a call is directed to a number that is not assigned.

2.6.4.2. When Qwest is not able to complete calls because of malfunction, Qwest will provide proper voice announcement or distinctive signals to the calling party advising that the call cannot be completed.

2.6.4.3. Paging Provider and Qwest will provide supervisory tones or voice announcements to the calling party on all calls, consistent with standard industry practices.

2.6.4.4. Paging Provider shall provide a sufficient quantity of equipment ports to accommodate the number of trunks provided by Qwest.

2.6.5. Type 1 and Type 2 Paging Connection Service shall be provided upon Commission approval of this Agreement.

2.6.6. Type 1 Paging Connection Service

2.6.6.1. Paging Provider may designate new or additional POCs anywhere within the LATA in Qwest territory.

2.6.6.2. Intentionally Left Blank

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

2.6.7. Type 2 Paging Connection Service

2.6.7.1. Within a LATA, Paging Provider may designate multiple POCs at which it wishes to receive paging traffic from

