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Qwest.
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Via Overnight delivery

December 30, 2008

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

Re: Case No. QWE-T-08-11
Application for Approval of Paging Interconnection Agreement
WaveSent LLC

Dear Ms. Jewell:

Enclosed for filing is an original and three copies of the Application for Approval of an Interconnection Agreement between Qwest Corporation and WaveSent LLC. 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.

Sincerely,

Maura E. Peterson

mep
cc: Service list

Adam L. Sherr (WSBA# 25291)
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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-08-11 **APPLICATION FOR APPROVAL OF INTERCONNECTION AGREEMENT**

Qwest Corporation ("Qwest") hereby files this Application for Approval of Interconnection Agreement ("Agreement"). The Agreement with WaveSent LLC ("WaveSent") 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 WaveSent to

interconnect with Qwest facilities and to provide customers with increased choices among local paging 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 30th day of December, 2008.

Qwest Corporation

Adam L. Sherr
Attorney for Qwest

CERTIFICATE OF SERVICE

I hereby certify that on this 30th day of December, 2008, 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
Attn: Telecom Admin 6610 Overland Road Boise, ID 83709	___ Hand Delivery X U. S. Mail ___ Overnight Delivery ___ Facsimile ___ Email

Maura Peterson, Paralegal

QWE-T-08-11

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 WaveSent LLC, an Idaho company, 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.

WaveSent LLC	**Qwest Corporation**
Printed Legal Name	
Signature	Signature
Joseph B. McNeal	Larry Christensen
Printed Name	Printed Name
Manager	Director – Interconnection Agreements
Title	Title
11-11-08	12/3/08
Date	Date

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UTILITIES COMMISSION

TYPE 1 and TYPE 2
PAGING CONNECTION SERVICE AGREEMENT

between

Qwest Corporation

And

WaveSent LLC

For the State of Idaho

AGREEMENT NUMBER
CDS-080917-0007

Table of Contents

1. RESERVATION OF RIGHTS; CHANGES IN THE LAW 1

2. INTERPRETATION AND CONSTRUCTION 2

3. DEFINITIONS 4

4. TERMS AND CONDITIONS 9

4.1 GENERAL PROVISIONS 9
4.2 TERM OF AGREEMENT 10
4.3 PROOF OF AUTHORIZATION 11
4.4 PAYMENT 11
4.5 TAXES 14
4.6 INSURANCE 14
4.7 FORCE MAJEURE 14
4.8 LIMITATION OF LIABILITY 14
4.9 INDEMNITY 15
4.10 INTELLECTUAL PROPERTY 16
4.11 WARRANTIES 20
4.12 ASSIGNMENT 20
4.13 DEFAULT 20
4.14 DISCLAIMER OF AGENCY 20
4.15 SEVERABILITY 21
4.16 NONDISCLOSURE 21
4.17 SURVIVAL 24
4.18 DISPUTE RESOLUTION 24
4.19 CONTROLLING LAW 25
4.20 RESPONSIBILITY FOR ENVIRONMENTAL CONTAMINATION 25
4.21 NOTICES 25
4.22 RESPONSIBILITY OF EACH PARTY 26
4.23 NO THIRD PARTY BENEFICIARIES 26
4.24 PUBLICITY 26
4.25 EXECUTED IN COUNTERPARTS 27
4.26 COMPLIANCE 27
4.27 COMPLIANCE WITH THE COMMUNICATIONS ASSISTANCE LAW ENFORCEMENT ACT OF 1994 27
4.28 COOPERATION 27
4.29 AMENDMENTS 27
4.30 ENTIRE AGREEMENT 28

5. SCOPE OF AGREEMENT 28

6. PAGING TRAFFIC 31

6.1. SCOPE 31
6.2. TYPES OF TRAFFIC 32
6.3. RATE STRUCTURE - TYPE 1 32
6.4. RATE STRUCTURE - TYPE 2 33

6.5. BILLING PARAMETERS 33
6.6. MISCELLANEOUS CHARGES 34
6.7. EQUIPMENT INTERFACE 34
6.8. COOPERATIVE TESTING 34
6.9. NEW OR CHANGES TO PAGING CONNECTION SERVICE; FORECASTING 35
6.10. MILEAGE MEASUREMENT 35

7. INTERCONNECTION FACILITIES 36

7.1. METHODS OF INTERCONNECTION 36
7.2. QUALITY OF INTERCONNECTION 36

8. (RESERVED FOR FUTURE USE) 36

9. SERVICE IMPAIRMENT 36

10. COLLOCATION 37

11. ACCESS TO TELEPHONE NUMBERS 38

12. ACCESS TO OPERATIONAL SUPPORT SYSTEMS (OSS) 38

12.1 DESCRIPTION 38
12.2 OSS SUPPORT FOR PRE-ORDERING, ORDERING AND PROVISIONING 39
12.3 HOURS OF OPERATION 40
12.4 BILLING 40
12.5 OUTPUTS 40
12.6 MODIFICATIONS TO OSS INTERFACES 40
12.7 PAGING PROVIDER RESPONSIBILITIES FOR IMPLEMENTATION OF OSS INTERFACES 41
12.8 WHOLESALE SERVICES (WS) SYSTEMS HELP DESK 41
12.9 COMPENSATION/COST RECOVERY 41

13. BONA FIDE REQUEST (BFR) 42

14. MISCELLANEOUS TERMS 43

APPENDIX A - RATES AND CHARGES DESCRIPTION 44

APPENDIX B - TYPE 1 PAGING CONNECTION SERVICE 45

EXHIBIT A – RATE SHEETS

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 WaveSent LLC, an Idaho company, ("Paging Provider").

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. 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 and federal 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 2.2, to reflect the outcome of generic proceedings by the Commission for pricing, service standards, or other matters covered by this Agreement. Rates in Exhibit A will reflect legally binding decisions of the Commission and shall be applied on a prospective basis from the effective date of the legally binding Commission decision, unless otherwise ordered by the Commission. 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.

2.2.1 In addition to, but not in limitation of, Section 2.2 above, nothing in this Agreement shall be deemed an admission by Qwest or Paging Provider concerning the interpretation or effect of any rule, regulation, statute, or interpretations thereof, including but not limited to the FCC's Triennial Review Order and/or its Triennial Review Remand Order and state rules, regulations, and laws as they may be issued or promulgated. 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 any rule, regulation, or statute, or concerning whether the foregoing should be changed, vacated, dismissed, stayed or modified.

2.3 Unless otherwise specifically determined by the Commission, in cases of conflict between this Agreement and Qwest's Tariffs, PCAT, methods and procedures, technical publications, policies, product notifications or other Qwest documentation relating to Qwest's or Paging Provider'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.

3. DEFINITIONS

3.1. "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 Courts, FCC or competent regulatory bodies.

3.2 "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.

3.3. "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 Pub. 77342.

3.4. "Central Office Switch" means a switch used to provide telecommunications services, and includes End Office Switches and Tandem Office Switches.

3.4.1. "End Office Switches" which are used to terminate customer station loops for the purpose of interconnecting to each other and to trunks; and

3.4.2. "Tandem Office Switches" are switches that are used to connect and switch trunk circuits between and among other End Office Switches. Access Tandems ("Access Tandems") exchange access traffic, Toll Tandems ("Toll Tandems") exchange intraLATA toll traffic and Local Tandems exchange EAS/Local traffic.

3.5. "Collocation" is an arrangement where space is provided in a Qwest Central Office for the placement of Paging-Provider's transmission equipment to be used for the purpose of Interconnection with Qwest Unbundled Network Elements or Local Interconnection Service. Qwest offers four Collocation arrangements: Virtual Collocation, Physical Collocation, Cageless Physical Collocation and Interconnection

Distribution Frame (ICDF) Collocation.

3.6. "Commercial Mobile Radio Service" ("CMRS") is a mobile service that is: (a)(1) provided for profit; (2) an interconnected service; and (3) available to the public, or to such classes of eligible users as to be effectively available to a substantial portion of the public; or (b) the functional equivalent of such a mobile service described in (a) above.

3.7. "Commission" means the state regulatory agency with lawful jurisdiction over telecommunications.

3.8. "Common Channel Signaling" or "CCS" means a method of digitally transmitting 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. The CCS protocol used by the Parties shall be Signaling System 7.

3.9. "Compensable Traffic" means the portion of all traffic delivered by Qwest to Paging Provider upon which terminating compensation is to be paid, if any, as set forth in Appendix A.

3.10 "Day" means calendar days unless otherwise specified.

3.11. "Dial Tone Office" means the Qwest Central Office in which the DID numbers assigned to the Paging Provider are housed, which may be different than the Serving Wire Center.

3.12. "Digital Signal Level" means one of several transmission rates in the time division traffic aggregation hierarchy.

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

3.12.2. "Digital Signal Level 1" or "DS1" means the 1.544 MBPS first-level signal in the time-division traffic aggregation hierarchy. In the time-division traffic aggregation hierarchy of the telephone network, DS1 is the initial level of traffic aggregation.

3.12.3. "Digital Signal Level 3" or "DS3" means the 44.736 MBPS third-level signal in the time-division traffic aggregation hierarchy. In the time-division traffic aggregation hierarchy of the telephone network, DS3 is defined as the third-level of traffic aggregation.

3.13. "End User(s)" means a third-party (residence or business) that subscribes to Telecommunications Services provided by either of the Parties.

3.14. "Enhanced Services" are services offered over common Paging Provider transmission facilities used in communications, which employ computer processing applications that act on the format, content, code, protocol or similar aspects of the subscriber's transmitted information; provide the subscriber additional, different or restructured information; or involve subscriber interaction with stored information. Enhanced Services includes, but is not limited to, internet traffic and voicemail.

3.15. "FCC" means the Federal Communications Commission and any successor federal agency that performs the same or substantially the same regulatory functions.

3.16. "Interexchange Carrier" or "IXC" means a carrier that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services.

3.17. "InterLATA" is telecommunications between a point located in a LATA and a point located outside such LATA.

3.18. "IntraLATA" is telecommunications between two points located within a single LATA.

3.19. "IntraLATA Toll" is defined in accordance with Qwest's IntraLATA toll serving areas, as determined by the state Commission.

3.20. "LATA Tandem" will have the same meaning as "Toll Tandem" in the context of this Agreement.

3.21. "Local Access and Transport Area (LATA)" means a contiguous geographic area: (a) established before the date of enactment of the Telecommunications Act of 1996 by a Bell operating company such that no exchange area includes points within more than one metropolitan statistical area, consolidated metropolitan statistical area, or State, except as expressly permitted under the AT&T Consent Decree; or (b) established or modified by a Bell operating company after such date of enactment and approved by the FCC

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

3.22.1. "MTA/Local" means the geographic area defined by the MTA within which Paging Provider provides CMRS services. Traffic excluded from MTA/Local includes roaming traffic, as defined in the FCC First Report and Order 96-325 47CFR 51701 (b) (2), and Switched Access traffic.

3.22.2. "Extended Area Service (EAS)/Local Traffic" 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 within which LEC customers may complete a landline call without incurring toll charges. Traffic rated and routed within the same EAS boundary is considered to be EAS/Local for purposes of this Agreement.

3.23. "Local Tandem" is a Qwest switching system that switches calls to and from end offices within the state Commission defined wireline Local Calling Area for call completion.

3.24. "MTA" or Major Trading Area" is a geographic area established in Rand McNally's Commercial Atlas and Marketing Guide, as modified and used by the FCC in defining CMRS license boundaries for CMRS providers for purposes of Sections 251 and 252 of the Act.

3.25 "Miscellaneous Charges" mean charges that Qwest may assess in addition to recurring and nonrecurring rates set forth in Exhibit A, for activities Paging Provider

requests Qwest to perform, activities Paging Provider authorizes, or charges that are a result of Paging Providers 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 in the applicable tariff, catalog, or price list.

3.26. "Network Access Channel" or "NAC" means the dedicated facility between the Paging Provider's POC and the Qwest Serving Wire Center. The Channel is a DS0 level connection and Channel Facility is either a DS1 or DS3 level connection. NAC is also commonly referred to as an Entrance Facility.

3.27. "Non-Local" is traffic that is interMTA, roaming, and/or Switched Access traffic. For traffic delivered to Paging Provider, Non-Local includes all traffic carried by an IXC, traffic destined for Paging Provider's subscribers that are roaming in a different MTA, and all InterMTA/IntraLATA traffic.

3.28. "North American Numbering Plan" or "NANP" means the numbering plan used in the United States that also serves Canada, Bermuda, Puerto Rico 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.

3.29. "NXX" means the fourth, fifth and sixth digits of a ten-digit telephone number, and designates a Central Office Code

3.30. "Order" means any order, writ, injunction, decree, stipulation, decision, or award entered or rendered by the Commission or the FCC.

3.31. "Party" means either Qwest or Paging Provider and "Parties" means Qwest and Paging Provider.

3.32. "Point of Connection" or "POC" is the connection point(s) between Paging Provider and Qwest; the technical interface(s), test point(s) and point(s) for operational division of responsibility. Paging Provider must have at least one physical POC in each LATA, and within Qwest serving territory, where Paging Provider provides CMRS service. Additional POC's may be established as described in Section 5 of this Agreement.

3.33. "Rate Center" means the specific geographic point (the "Rating Point") and corresponding geographic area that are associated with one or more particular NPA-NXX codes that have been assigned to a telecommunications carrier. The geographic point is identified by a specific vertical and horizontal ("V & H") coordinate that is used, in conjunction with the V & H coordinate of other rate centers, by Qwest to calculate distance-sensitive rates for End User traffic.

3.34. "Serving Wire Center" (SWC) denotes the Qwest office from which dial tone for local exchange service will, absent special arrangements, be provided to Qwest End Users.

3.35 "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. An STP transmits, receives and processes Common Channel Signaling ("CCS") messages.

3.36. "Switched Access Traffic or InterLATA Toll Traffic" as specifically defined in Qwest's state and interstate switched access tariffs, enters the Qwest network at the IXC point of presence, and is delivered to the Paging Provider's paging terminal.

3.37. "Tariff" as used throughout this Agreement refers to Qwest interstate tariffs and state tariffs, price lists, price schedules and catalog, as listed on the website http//tariffs.uswest.com/", and service agreements, as further identified in Appendix A.

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

3.39. "Third Party Traffic" means both Transit Traffic and Non-Local Traffic.

3.40 "Traffic Type" is the characterization of traffic as "local" (local includes EAS), "toll" traffic outside of the incumbent local exchange carrier's Local Calling Area established by the applicable tariffs, or Transit Traffic as defined below.

3.41. "Transit Traffic" is traffic that originates with a telecommunications carrier other than Qwest that transits Qwest's network and is delivered to the Paging Provider's POC. The sending and receiving parties are not End Users of Qwest, the transiting tandem telecommunications carrier.

3.42. "Trunk Group" is a set of trunks of common routing origin and destination and which serve a like purpose or function.

3.43. "V and H Coordinate" means vertical and horizontal geographical cross points on a map used to determine distance.

3.44. "Wire Center" denotes a building or space within a building, that serves as an aggregation point on a given Paging Provider'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. A Serving Wire Center typically serves a specific geographic area.

3.45. "Wireless Service Request" or "WSR" means the standard forms and supporting documentation used for requesting Wireless Services. The WSR will be used to request trunking and facilities between Paging Provider and Qwest for Wireless Interconnection Service.

3.46. Terms not otherwise defined here, but defined in the Act or in regulations implementing the Act, shall have the meaning defined there.

4. TERMS AND CONDITIONS

4.1 General Provisions

4.1.1 Intentionally Left Blank.

4.1.2 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.

4.1.3 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.

4.1.3.1 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.

4.1.3.2 If the impairment is service impacting but does not meet the parameters set forth in Section 4.1.3.1, such as low level noise or other interference, the other Party shall provide written notice within five (5) Days of such impairment to the other Party and such notice shall include the information set forth in subsection 4.1.3.1. 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.

4.1.3.3 If either Party causes non-service impacting impairment the other Party shall provide written notice within fifteen (15) Days of the impairment to the other Party and such notice shall include the information set forth in subsection 4.1.3.1. 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) Days of written notice, or if such non-compliance cannot be corrected within fifteen (15) 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.

4.1.3.4 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.

4.1.4 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.

4.1.5 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.

4.1.6 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 Paging Provider for services, facilities, Unbundled Network Elements, ancillary services and other related work or services covered by this Agreement, unless the charges are expressly provided for in this Agreement. All services and capabilities currently provided hereunder (including resold Telecommunications Services, Unbundled Network Elements, UNE Combinations and ancillary services) and all new and additional services or Unbundled Network Elements to be provided hereunder, shall be priced in accordance with all applicable provisions of the Act and the rules and orders of the Federal Communications Commission and orders of the Commission.

4.2 Term of Agreement

4.2.1 This Agreement shall become effective on the date of Commission Approval. This Agreement shall be binding upon the Parties for a term of five (5) years from the date of approval by the Commission.

4.2.2 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 4.2.2. Any Party may request negotiation of a successor agreement by written notice to the other Party no earlier than one hundred sixty (160) Days prior to the expiration of the term, or the Agreement shall renew on a month to month basis. The date of this notice will be the

starting point for the negotiation window under Section 252 of the Act. This Agreement will terminate on the date a successor agreement is approved by the Commission.

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

4.3 Proof of Authorization

4.3.1 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.

4.3.2 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.

4.4 Payment

4.4.1 Amounts payable under this Agreement are due and payable within thirty (30) Days after the date of invoice, or within twenty (20) 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.

4.4.2 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 4.4.4 of this Agreement, for the relevant services provided under this Agreement within thirty (30) 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.

4.4.3 The Billing Party may disconnect only those respective services for failure by the billed Party to make full payment, less any disputed amount as provided for in Section 4.4.4 of this Agreement, for the respective services provided under this Agreement within sixty (60) Days following the payment due date. The billed Party will pay the applicable reconnect charge set forth in Exhibit A. The Billing Party will notify the billed Party at least ten (10) business days prior to

disconnection of the unpaid service(s). In case of such disconnection, all applicable undisputed charges, including termination charges, shall become due. If the Billing Party does not disconnect the billed Party's service(s) on the date specified in the ten (10) business days notice, and the billed Party's noncompliance continues, nothing contained herein shall preclude the Billing Party's right to disconnect only those respective 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 services. Additionally, the Billing Party will request a deposit (or recalculate the deposit) as specified in Section 4.4.5 and 4.4.7 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.

4.4.4 Should Paging Provider 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) Days following the payment due date identifying the amount, reason and rationale of such dispute. At a minimum, Paging Provider and Qwest shall pay all undisputed amounts due. Both Paging Provider and Qwest agree to expedite the investigation of any disputed amounts, promptly provide all documentation regarding the amount disputed that is reasonably requested by the other Party, and work in good faith in an effort to resolve and settle the dispute through informal means prior to initiating any other rights or remedies.

4.4.4.1 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.

4.4.4.2 If a Party pays the charges disputed at the time of payment or at any time thereafter pursuant to Section 4.4.4.3, 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 Paging Provider, 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.

4.4.4.3 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 4.4.4, 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.

4.4.5 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) 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) Days after demand.

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

4.4.7 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 4.4.4.

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

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

4.5 Taxes

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.

4.6 Insurance

The Parties agree that this Section relating to insurance requirements for the Parties has been deleted in its entirety; provided however, if either Party requests an amendment to this Agreement for Collocation and/or Poles, Ducts, Conduits, and Rights of Way, the amendment will require the collocating or attaching Party to meet insurance requirements maintained by Qwest for other Telecommunications Carriers at the time of the amendment.

4.7 Force Majeure

Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, 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.

4.8 Limitation of Liability

4.8.1 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 Paging Provider under this Agreement during the contract year in which the cause accrues or arises. Payments pursuant to the QPAP shall not be counted against the limit provided for in this Section.

4.8.2 Neither Party shall be liable to the other for indirect, incidental, consequential, or special damages, including (without limitation) damages for lost profits, lost revenues, lost savings suffered by the other Party regardless of the form of action, whether in contract, warranty, strict liability, tort, including (without limitation) negligence of any kind and regardless of whether the Parties know the possibility that such damages could result. If the Parties enter into a Performance Assurance Plan under this Agreement, nothing in this Section 4.8.2 shall limit amounts due and owing under any Performance Assurance Plan.

4.8.3 Intentionally Left Blank.

4.8.4 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.

4.8.5 Nothing contained in this Section 4.8 shall limit either Party's obligations of indemnification specified in this Agreement, nor shall this Section 4.8 limit a Party's liability for failing to make any payment due under this Agreement.

4.9 Indemnity

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

4.9.1.1 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.

4.9.1.2 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 Network 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 persons, or for loss, damage to, or destruction of tangible property, whether or not owned by others, alleged to have resulted directly from the negligence or intentional conduct of the employees, contractors, agents, or other representatives of the Indemnified Party.

4.9.2 The indemnification provided herein shall be conditioned upon:

4.9.2.1 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.

4.9.2.2 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.

4.9.2.3 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.

4.10 Intellectual Property

4.10.1. 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.

4.10.2 Subject to Section 4.9.2, 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 4.9.2, 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.

4.10.3 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 Paging Provider 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 Paging Provider 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.

4.10.3.1 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 Paging Provider 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 Paging Provider 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 Paging Provider.

4.10.4 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.

4.10.5 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.

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

4.10.6.1 The Authorized Phrase is not used in connection with any goods or services other than Qwest services resold by Paging Provider.

4.10.6.2 Paging Provider's use of the Authorized Phrase does not cause End User Customers to believe that Paging Provider is Qwest.

4.10.6.3 The Authorized Phrase, when displayed, appears only in text form (Paging Provider may not use the Qwest logo) with all letters being

the same font and point size. The point size of the Authorized Phrase shall be no greater than one fourth the point size of the smallest use of Paging Provider's name and in no event shall exceed 8 point size.

4.10.6.4 Paging Provider shall provide all printed materials using the Authorized Phrase to Qwest for its prior written approval.

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

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

4.10.7 Qwest and Paging Provider 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.

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

terms and conditions equivalent to those governing access by and disclosure to Qwest.

4.11 Warranties

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.

4.12 Assignment

4.12.1 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.

4.12.2 In the event that Qwest transfers to any unaffiliated party exchanges including End User Customers that Paging Provider 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 Paging Provider 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 Paging Provider and the transferee with respect to transferee's assumption of Qwest's obligations pursuant to the terms of this Agreement.

4.13 Default

4.13.1 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) 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.

4.14 Disclaimer of Agency

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.

4.15 Severability

4.15.1 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.

4.16 Nondisclosure

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

4.16.2 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.

4.16.3 Each Party shall keep all of the other Party's Proprietary Information confidential and will disclose it on a need to know basis only. Each Party shall use the other Party's Proprietary Information only in connection with this

Agreement and in accordance with Applicable Law, including but not limited to, 47 U.S.C. §222. In accordance with Section 222 of the Act, when either Party receives or obtains Proprietary Information from the other Party for purposes of providing any Telecommunications Services, that Party shall use such information only for such purpose, and shall not use such information for its own marketing efforts. Neither Party shall use the other Party's Proprietary Information for any other purpose except upon such terms and conditions as may be agreed upon between the Parties in writing. Violations of these obligations shall subject a Party's employees to disciplinary action up to and including termination of employment. If either Party loses, or makes an unauthorized disclosure of, the other Party's Proprietary Information, it will notify such other Party immediately and use reasonable efforts to retrieve the information.

4.16.4 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.

4.16.5 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.

4.16.6 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.

4.16.7 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.

4.16.8 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.

4.16.9 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 4.16.9.1 and 4.16.9.2.

4.16.9.1 The Parties may disclose, on a need to know basis only, Paging Provider individual forecasts and forecasting information disclosed by Qwest, to Qwest's legal personnel in connection with their representation of Qwest in any dispute regarding the quality or timeliness of the forecast as it relates to any reason for which Paging Provider provided it to Qwest under this Agreement, as well as to Paging Provider'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.

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

4.16.9.2 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 4.16.9.1 above and such that no other personnel have computer access to such information.

4.17 Survival

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.

4.18 Dispute Resolution

4.18.1 The Parties will attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of, or relating to, this Agreement. Either Party may give written notice to the other Party of any dispute not resolved in the normal course of business. Each Party will within seven (7) Days after delivery of the written notice of dispute, designate a vice-president 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 will be at the discretion of the representatives. By mutual agreement, the representatives may use other procedures to assist in these negotiations. The discussions and correspondence among the representatives for the purposes of these negotiations will be treated as Confidential Information (Confidential Information) developed for purposes of settlement, and will be exempt from discovery and production, and not be admissible in any subsequent proceedings without the concurrence of both Parties.

4.18.2 If the designated representatives have not reached a resolution of the dispute within fifteen (15) Days after the written notice (or such longer period as agreed to in writing by the Parties), then either Party may commence 1.) American Arbitration Association (AAA) arbitration for disputes up to $250,000 conducted by a single arbitrator engaged in the practice of law, under the current rules of AAA or 2.) a civil action or regulatory proceeding for disputes over $250,000, as applicable. Unless the action falls within the exclusive jurisdiction of the Federal Communications Commission or the state Public Utilities Commission, any action will be brought in the United States District Court for the District of Idaho if it has subject matter jurisdiction over the action,

and shall otherwise be brought in the Boise District Court for the State of Idaho. The Parties agree that such courts have personal jurisdiction over them.

4.18.3 Intentionally Left Blank.

4.18.4 No cause of action, including disputes raised pursuant to Section 4.4.4, regardless of the form, arising out of or relating to this Agreement, may be brought by either Party more than two (2) years after the cause of action arises.

4.19 Controlling Law

This Agreement is offered by Qwest and accepted by Paging Provider 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.

4.20 Responsibility for Environmental Contamination

4.20.1 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.

4.20.2 In the event any suspect materials within Qwest-owned, operated or leased facilities are identified to be asbestos containing, Paging Provider will ensure that to the extent any activities which it undertakes in the facility disturb such suspect materials, such Paging Provider 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 Paging Provider or equipment placement activities that result in the generation of asbestos-containing material, Paging Provider 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 Paging Provider if Qwest undertakes any asbestos control or asbestos abatement activities that potentially could affect Paging Provider personnel, equipment or operations, including, but not limited to, contamination of equipment.

4.21 Notices

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 Paging Provider at the addresses shown below:

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

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

and to Paging Provider at the address shown below:

WaveSent LLC
Attention: Telecom Admin
6610 Overland Rd.
Boise, ID 83709
E-mail: telecomadmin@pagedata.com

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 4.21.

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

4.23 No Third Party Beneficiaries
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.

4.24 Publicity
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.

4.25 Executed in Counterparts

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

4.26 Compliance

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 Paging Provider agree to keep and maintain in full force and effect all permits, licenses, certificates, and other authorities needed to perform their respective obligations hereunder.

4.27 Compliance with the Communications Assistance Law Enforcement Act of 1994

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

4.28 Cooperation

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 12 of this Agreement.

4.29 Amendments

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

4.29.2 Intentionally Left Blank.

4.29.3 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.

4.30 Entire Agreement
This Agreement (including the documents referred to herein and any amendments to the Agreement) 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.

5. SCOPE OF AGREEMENT

5.1 This Agreement covers Type 1 and Type 2 Paging Connection Service which consists 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 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.

5.1.1 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.

5.1.2 Facilities for Delivery of Enhanced Services Traffic - This Agreement recognizes the unique status of traffic delivered to enhanced service providers. For this Agreement any Enhanced Services traffic delivered to Paging Provider from Qwest will be treated as Bill and Keep and no Intercarrier Compensation will be paid by Qwest to Paging Provider.

5.2 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.

5.3 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 will be approved by Qwest its sole discretion. Paging Provider is NOT authorized and shall not attempt to place orders to any telecommunications carrier for and on behalf of Qwest without Qwest approval. 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.

5.4 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.

5.5. Delivery of Paging Traffic

5.5.1. 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.

5.5.2. 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.

5.5.3 Excluding the requirements of Section 5.5.2 above, Qwest will agree not to modify or change Paging Providers current network facilities for a period of 12 months after the effective date of this Agreement. After 12 months, Qwest agrees that it will provide Paging Provider 90 days notice prior to modifying or changing existing facilities used to provide Paging Connection Service. If Paging Provider does not concur with these modifications or revisions it may institute the Dispute Resolution provisions of this Agreement. Qwest agrees not to change any network facilities during the dispute until it has been resolved by the Parties either through negotiations or arbitration.

5.5.3.1 Prior to ordering facilities in a new location, Paging Provider will meet with Qwest representatives to determine the type of facilities, quantity, and locations necessary for a single point of connection using at a minimum a DS1 facility.

5.5.4. 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".

5.5.4.1. 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.

5.5.4.2. 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.

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

standard industry practices.

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

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

5.5.6 Type 1 Paging Connection Service

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

5.5.6.2 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.

5.5.7 Type 2 Paging Connection Service

5.5.7.1 Within a LATA, Paging Provider may designate multiple POCs at which it wishes to receive paging traffic from Qwest. Each such POC shall receive traffic from the Qwest Local Tandem, LATA Tandem, or Wire Center/End Offices serving the geographic area in which the POC is located. Type 2 Paging Connection Service shall never extend beyond the boundaries of the geographic area of Qwest's Wire Center/End Office/Tandem serving Paging Provider's POC. Qwest shall not be responsible for providing, maintaining or paying for facilities used to connect Paging Provider POC(s) to Paging Provider's equipment or network.

5.5.8. This Agreement is for the delivery of land-to-pager traffic from Qwest to Paging Provider's POC and is not an undertaking by either Party to provide the services of the other.

5.5.9. Any proposed post-installation changes of systems, operations or services which would materially affect the other Party's system, operation or services must be coordinated with the other Party by giving as much advance notice as is reasonable, and in no event in less than ninety (90) days, of the nature of the changes and when they will occur.

5.5.9.1 Non recurring charges incurred due to Paging Provider's relocation or equipment change will be paid in advance by Paging Provider to Qwest.

5.5.10. If the authorized service areas of Qwest or Paging Provider change, the Parties agree to negotiate any necessary modifications to this Agreement in good faith.

6. PAGING TRAFFIC

6.1. Scope

6.1.1. Traffic exchange covered by this Agreement is for one-way paging service. Other services are covered by separate contract, tariff or price lists.

6.1.2. Type 1 Paging Service is a one-way final route trunk group between Qwest's Serving Wire Center, or in some circumstances the Dial Tone Office, and Paging Providers' POC(s).

6.1.2.1. Qwest provides the following: the transmission medium; signaling and supervision. Maintenance and restoral are provided as detailed in the applicable sections of the state tariffs. Restoral is subject to the terms of the Telecommunications Service Priority System (TSP) for National Security and Emergency Preparedness Telecommunication (FCC #1, Section 10.8.1D).

6.1.3. Type 2 Service is a one-way intraLATA/intrastate final route Trunk Group between Qwest's Local and LATA/Toll Tandems (Type 2A) and End Office Switches (Type 2B) and a Paging Provider's Point of Connection (POC). Each Type 2 Paging Service arrangement requires connection to both the Qwest Local and LATA/Toll Tandems which serve the Rate Center assigned to the Paging Provider's NNX. Additionally, when traffic volumes to an end office reach 512 centum call seconds (ccs), a Type 2B high use trunk group will be required to that end office. When a Local Tandem is not available to provide Type 2A Local trunks, a Type 2B Full Group connection to each End Office within the EAS/Local Calling Area is required Qwest and Paging Provider shall utilize out of band signaling where technically feasible for both Parties. Type 2A and 2B Services are defined in the following paragraphs.

6.1.3.1. Type 2A Paging Service is a one-way intraLATA final route trunk group between Qwest's Local and LATA/Toll Tandem switches and Paging Providers' POC(s).

6.1.3.1.1. The Type 2A Local Service connects a Qwest Local Tandem to a Paging Provider's POC and delivers traffic from NXXs served by the end offices subtending the Local Tandem to the Paging Provider.

6.1.3.1.2. The Type 2A LATA/Toll Tandem Service connects Qwest LATA/Toll Tandem to a Paging Provider's POC, and delivers traffic from the subtending End Offices to the Toll Tandem.

6.1.3.2. Wireless Type 2B High Use Service - The Type 2B High Use Service is a direct, one-way trunk group connection between Paging Provider's POC and a Qwest end office, within the same LATA, with overflow traffic routed over an associated Type 2A trunk group to the Qwest designated local tandem. Type 2B High Use service is only available in conjunction with an associated Type 2A service and is offered

only where facilities and operating conditions permit.

6.1.3.2.1 Pursuant to joint planning as specified in the Forecasting section of this Agreement, Qwest will require a Type 2B dedicated (i.e., direct) one-way Primary High Use trunk group from the Paging Provider POC directly to the Qwest end office. Type 2B High Use Service is based on forecasted or actual traffic at Paging Provider's busy hour in centum call seconds (ccs), where there is a DS1's worth of traffic (512 ccs) between Paging Provider's POC and a Qwest end office. During peak busy hours, an associated Type 2A local trunk group accepts overflow traffic from the 2B High Use group.

6.1.3.3. Wireless Type 2B Full Group Service - The Type 2B Full Group Service is a direct, one-way trunk group connection between Paging Provider's POC and a Qwest End Office, within the same LATA. Each 2B Full Group serves only the individual End Office and not the entire EAS/Local Calling Area. There is no overflow capability to an alternative trunk group on a Type 2B direct final full trunk group configuration. Only telephone numbers associated with the Qwest End Office and the Paging Provider's POC are accessible from this trunk group.

6.1.3.3.1. A Type 2B Full Group connection is required to each End Office in the EAS/Local Calling Area when a Qwest Local Tandem is not available. These connections are in addition to the connection to the Qwest Toll/LATA Tandem which serves the Rate Center assigned to the Paging Provider's NNX.

6.2. Types of Traffic

6.2.1. The traffic types Qwest will deliver to Paging Provider under this Agreement include:

6.2.1.1. EAS/Local as defined in this Agreement.

6.2.1.2. IntraLATA Toll as defined in this Agreement.

6.2.1.3. Transit Traffic as defined in this Agreement

6.2.1.4. Non-Local traffic as defined in this Agreement.

6.2.1.5 Enhanced Services Traffic

6.3. Rate Structure - Type 1

Type 1 land to pager traffic will be exchanged on a Bill and Keep basis between the Parties. This means that the facilities provided by Qwest to Paging Provider for traffic originating on or transiting Qwest's network from another carrier, will be provided at no charge to Paging Provider and Paging Provider will not bill Qwest usage charges for terminating Qwest originated traffic.

6.3.1. Connection from Serving Wire Center

6.3.1.1 Applicable rate elements for digital service include channel and channel facility, connectivity and dial outpulsing. Applicable rate elements for analog service include channel, connectivity and dial outpulsing. See Billing Parameters for further definitions. The digital option is available only where Qwest facilities exist, or where the Paging Provider agrees to pay Special Construction to build necessary facilities.

6.3.2. Connection to Distant Dial Tone Office

6.3.2.1. Dedicated Transport - Applicable rate elements include dedicated transport and channel performance. When the Serving Wire Center is not the Dial Tone Office, Dedicated Transport is the transmission path for the switched traffic from Qwest's Foreign Central Office to Qwest's Serving Wire Center. The digital option is available only where Qwest facilities exist, or where the Paging Provider agrees to pay Special Construction to build necessary facilities.

6.3.2.2. Traffic Aggregation - Traffic aggregation options are available.

6.4. Rate Structure - Type 2

Type 2 land to pager traffic will be exchanged on a Bill and Keep basis between the Parties. This means that the facilities provided by Qwest to Paging Provider for traffic originating on or transiting Qwest's network from another carrier, will be provided at no recurring charges to Paging Provider and Paging Provider will not bill Qwest usage charges for terminating Qwest originated traffic. When Paging Provider requests facilities and Qwest concurs, Paging Provider will be billed non recurring rates for the portion of the Qwest facilities used to deliver Third Party Traffic, pursuant to the percentages and rates specified in Appendix A.

6.4.1. Connection from Serving Wire Center - Applicable rate elements include channel and channel facility. See Billing Parameters for further definitions.

6.4.2. Connection to Tandem or End Office

6.4.2.1. Dedicated Transport - When the Serving Wire Center of Paging Provider's POC is not collocated with the Local and LATA/Toll Tandems (for 2A Paging Service) or the End Office (for 2B Paging Service), Dedicated Transport rate elements will apply.

6.4.2.2. Traffic Aggregation - Traffic aggregation options are available.

6.5. Billing Parameters

6.5.1. Channel - DS0 level. Connection to Paging Provider's Point of Connection from the Serving Wire Center.

6.5.2. Channel Facility (for digital service) - DS1 level. Twenty-four digital voice grade channels can be transmitted over one DS1 facility. A full DS1 is

necessary for the addition of voice grade channels even if ordered in increments of less than 24. The transmission rate is 1.544 Mbps.

6.5.3. Channel Facility (for digital service) - DS3 level. Twenty-eight DS1s, including their associated digital voice grade channels, can be transmitted over one DS3 facility. When using a DS3 traffic aggregation level, a full DS3 is necessary for the addition of DS1s even if ordered in increments of less than 28. The facility transmission rate is 44.736 Mpbs.

6.5.4. Channel Performance. Conditioning to extend signaling on a two-wire analog channel when there is dedicated transport.

6.5.5. Dedicated Transport.

6.5.5.1. With Type 1 Service, when the Serving Wire Center is not the Dial Tone Office, Dedicated Transport is the transmission path for the switched traffic from Qwest's distant Central Office to Qwest's Serving Wire Center.

6.5.5.2. With Type 2 Service, if the Serving Wire Center is not the Qwest Local or LATA/Toll Tandem, or the Type2B End Office dedicated transport extends the channels/channel facility from the tandem/end office to the Serving Wire Center. The interoffice facilities can be at a DS0, DS1 or DS3 level.

6.5.6. Traffic Aggregation. - Traffic aggregation performed at a Qwest End Office enables a DS1 Channel Facility or DS1 Dedicated Transport to be connected to a DS0 Dedicated Transport System. A DS3 Channel Facility or DS3 Dedicated Transport will be multiplexed down to a DS1 level in order to connect with the digital switch.

6.5.6. DID Numbers - DID numbers are billed a non-recurring charge pursuant to Section 5.3.4 of the Exchange and Network Services Tariff/Price List/Catalog.

6.6. Miscellaneous Charges

Miscellaneous Charges mean charges that Qwest may assess in addition to recurring and nonrecurring rates set forth in Exhibit A, for activities Paging Provider requests Qwest to perform, activities Paging Provider authorizes, or charges that are a result of Paging Provider's 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 are provided in the applicable tariff, catalog, or price list.

6.7. Equipment Interface

It is the Paging Provider's responsibility to advise Qwest of the equipment interface to be used at Paging Provider's POC. The technical requirements for the equipment interface must be selected from those specified in Appendix B. Available equipment interfaces specified in Appendix B are defined in Telcordia Reference Documents GR-145 - CORE & BR-795-403-100.

6.8. Cooperative Testing

During installation, integrity testing, and ongoing maintenance activities, the Parties will cooperate to ensure the integrity of the connection. Qwest and Paging Provider will each

do such maintenance testing and inspection of their own equipment as may be necessary.

6.9. New or Changes to Paging Connection Service; Forecasting

6.9.1. Paging Provider may submit a request for Type 1 or Type 2 Paging Connection Service. When requesting Type 1 or Type 2 Paging Connection Service, Paging Provider shall specify on the Wireless Service Request: 1) the type and number of channels and channel facilities; 2) the Common Language Location Identifier (CLLI) codes associated with the POC and the Qwest Tandem or End Office; 3) and when applicable, the Wire Center where the traffic aggregation is performed.

6.9.2. Qwest will evaluate the request in accordance with Section 5.5.2 of this Agreement. Qwest shall advise Paging Provider of the analysis of the request. The analysis shall specify Qwest's conclusions as to whether or not the service request shall be provisioned as requested.

6.9.3. Forecasting

6.9.3.1. Either Party shall, at the request of the other Party, participate in joint planning sessions at quarterly intervals. The Paging Provider shall complete the appropriate POC Forecast Form(s) attached as Appendix B, for each POC and for each different equipment interface within each POC. Although Paging Provider is required to complete a POC Forecast form(s), such forecasts are not deemed to be orders for or reservation of Qwest telecommunications services. Qwest may use Paging Provider's forecasts and any other sources of data which Qwest independently selects and obtains to help determine the design and configuration of Type 1 and Type 2 Paging Connection Service. Information included in the POC forecast form is for Qwest's planning purposes only. Paging Provider must complete the first POC Forecast form(s) prior to execution of this Agreement. Thereafter, Paging Provider must complete and send Qwest updated POC Forecast form(s) quarterly. If Qwest does not receive an updated form with a new forecast each quarter, then Qwest will rely on the last form received.

6.9.3.2. Paging Provider shall submit to Qwest a description of anticipated major network projects that could affect Qwest; at a minimum, the Paging Provider will provide at least ninety (90) days advance written notice of the nature of the changes and when the change(s) will occur. Major network projects include: shifts in anticipated traffic patterns or other activities that would result in a significant increase or decrease in traffic. These projects shall also include, but are not limited to, issues of equipment types and network capacity, usage, and location. Paging Provider shall attach the above information to the updated POC Forecast form(s) as appropriate.

6.10. Mileage Measurement

6.10.1. Where required, the mileage measurement for Type 1 dedicated transport is measured from the V&H coordinates of the Qwest Dial Tone Office to the V&H of the Qwest Serving Wire Center.

6.10.2. Where required, the mileage measurement for Type 2 Service

facilities and trunks is measured from the V&H coordinates of the Qwest Local or LATA/Toll Tandem or End Office to the V&H coordinates of the Qwest Serving Wire Center.

7. INTERCONNECTION FACILITIES

7.1. Methods of Interconnection

The location of the POC will determine the method of interconnection. The following arrangements for interconnection are available: (1) Network Access Channel; (2) Collocation; (3) Mid-Span Meet facilities.

7.1.1. Network Access Channel

7.1.1.1. A NAC facility extends from the Serving Wire Center of Qwest to the Paging Provider's POC location. NAC facilities may not extend beyond the area served by Qwest's Serving Wire Center. A NAC must always be provisioned with Type 1 and Type 2 Service for connection, identification, and billing purposes.

7.1.1.2. The digital option for NAC is available only where technically feasible or where Paging Provider agrees to pay Construction Charges to build necessary facilities.

7.1.2. Mid-Span Meet POI - A Mid-Span Meet POI is a negotiated point of connection, limited to the joining of facilities between Qwest's switch and the Paging Provider's paging terminal. Mid-Span Meet POI may be accomplished by the Parties through the negotiation of a separate Agreement. The actual physical point of connection and facilities used will be subject to negotiations between the Parties. Each Party will be responsible for its portion of the build to the Mid-Span Meet POI.

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

7.2. Quality of Interconnection

Qwest will provision Paging Connection Service facilities in accordance with current industry standards.

8. RESERVED FOR FUTURE USE

9. SERVICE IMPAIRMENT

9.1. The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party shall not: 1) interfere with or impair service over any facilities of the other Party; its affiliated companies, or its connecting and concurring carriers involved in its services; 2) cause damage to their plant; 3) violate any applicable law or regulation regarding the invasion of

privacy of any communications carried over the Party's facilities; or 4) create hazards to the employees of either Party or to the public. Each of these requirements is hereinafter referred to as an "Impairment of Service". Each Party shall use its best efforts to isolate a trouble condition(s) to the other's facilities before reporting trouble to the other Party.

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

9.3. When a Party reports trouble to the other Party, and no trouble is found in the other Party's equipment, the reporting Party will be responsible for payment of service maintenance charges as specified in Qwest's Intrastate Switched Access Tariff or state-specific pricing catalogue, as appropriate, for the period of time from when the other Party's personnel are dispatched to when the work is completed. Failure of the Other Party's personnel to find trouble in its service will not result in a charge if the trouble is actually in that service, but not discovered at that time.

9.4. No out-of-service credit will apply for the interruption involved if the service maintenance charge applies as a result of the trouble not being in Qwest's equipment, but is, in fact, a result of a failure in the equipment or service of Paging Provider.

9.5. To facilitate trouble reporting and to coordinate the repair of the service provided by each Party to the other under this Agreement, each Party shall designate a Trouble Reporting Control Office (TRCO) and a toll free telephone number for such service.

Qwest's TRCO number is (800) 784-3414

Paging Provider's TRCO number is (800) 412-4012

This number shall give access to the location where facility records are normally located and where current status reports on any trouble reports are readily available.

9.6. Where new facilities, services and arrangements are installed, the TRCO shall ensure that continuity exists and take appropriate transmission measurements before advising the other Party that the new circuit is ready for service.

9.7. Each Party shall use its best efforts to isolate a trouble condition(s) to the other's facilities before reporting trouble to the other Party.

10. COLLOCATION

Should the Parties desire to establish a Collocation relationship, through either physical or virtual Collocation, the Parties will enter into an amendment to this Agreement.

11. ACCESS TO TELEPHONE NUMBERS

11.1 Number Resources Arrangements.

11.1.1. Nothing in this Agreement shall be construed in any manner to limit or otherwise adversely impact either Party's right to the request and 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). The latest version of the Guidelines will be considered the current standard.

11.1.2. Each Party shall be responsible for notifying its End Users of any changes in numbering or dialing arrangements to include changes such as the introduction of new NPAs or new NXX codes.

11.1.3. Paging Provider may request blocks of telephone numbers from Qwest. Such blocks of telephone numbers will be assigned to the Paging Provider from an NXX housed in the Qwest Dial Tone Office. This will usually be the Serving Wire Center of the Paging Provider's paging terminal location. In the event sufficient numbers are not available to meet the Paging Provider's two year forecast, a new NXX, if practicable, will be assigned to the Dial Tone Office from which numbers will be allocated. All numbers are assigned and administered by Qwest. The Paging Provider performs subadministration (assigning specific numbers to individual subscribers).

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

11.1.5. Each Party is responsible for administering NXX codes assigned to it. Each Party is responsible for arranging LERG input for NXX codes assigned to its equipment. Each Party shall use the LERG published by 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.

12. ACCESS TO OPERATIONAL SUPPORT SYSTEMS (OSS)

12.1 Description

12.1.1 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 Paging Provider'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.

12.2 OSS Support for Pre-Ordering, Ordering and Provisioning

12.2.1 ASR (Access Service Request) Ordering Process

12.2.1.1 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 Connect Direct from customers. It is the Paging Provider's responsibility to obtain the appropriate software to access and interface with Qwest systems.

12.2.1.2 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 Paging Provider's responsibility to obtain the appropriate software to access and interface with Qwest systems.

12.2.1.3 Type 1 Interconnection can be ordered electronically via EXACT and TELIS.

12.2.2 Functions

12.2.2.1 Access Service Request (ASR)

12.2.2.1.1 The ASR transaction allows Paging Provider to submit an order.

12.2.2.2 Firm Order Confirmation (FOC)

12.2.2.2.1 Once an ASR is accepted by Qwest, the assigned service order number(s) is returned to Paging Provider. 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.

12.2.3 Facility Based EDI Listing Process

12.2.3.1 The Facility Based EDI Listing Process is a single interface from Paging Provider to Qwest. This interface is compliant with OBF ASOG and ANSI ASC X.12 standards, version 4010. This interface enables Paging Provider 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 Paging Provider via an EDI 855 transaction.

12.2.3.2 Qwest will continue to make improvements to the electronic interfaces as the technology evolves, providing notification to Paging Provider

consistent with the provisions of this Section.

12.3 Hours of Operation

Qwest Operational Support Systems will be available to Paging Provider` 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.

12.4 Billing

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

12.5 Outputs

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

12.6 Modifications to OSS Interfaces

12.6.1 Paging Provider 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.

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

12.6.3 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 Paging Provider the features list for modifications to the interface ninety (90) Days prior to any release date. Specifications for interface modifications will be provided to Paging Provider three (3) weeks prior to the release date. Paging Provider is required to upgrade to the current release within six (6) months of the installation date.

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

12.7 Paging Provider Responsibilities for Implementation of OSS Interfaces

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

12.8 Wholesale Services (WS) Systems Help Desk

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

12.8.1.1 Connectivity

12.8.1.1.1 Connectivity covers trouble with Paging Provider'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.

12.8.1.2 File Outputs

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

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

12.8.1.4 Hours of Operation

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

12.9 Compensation/Cost Recovery

Recurring and nonrecurring OSS charges, as applicable, will be billed at rates set forth in Exhibit A for Type 2 Paging Providers. Any such rates will be consistent with Existing Rules. Qwest shall not impose any recurring or nonrecurring OSS 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.

13. BONA FIDE REQUEST (BFR)

13.1. Any request for Interconnection that is not already available as described herein 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, if available, and the technical feasibility of new/different points of Interconnection. Qwest will administer the BFR Process in a nondiscriminatory manner.

13.2. A BFR shall be submitted in writing and on the appropriate Qwest form for BFRs. Paging Provider and Qwest will work together to prepare the BFR form. This form shall be accompanied by the non-refundable Processing Fee specified in Appendix A of this Agreement. The form will request, and Paging Provider will need to provide, at a minimum: (a) a new/different points of Interconnection; (b) the desired interface specification; (c) each requested type of Interconnection or access; (d) a statement that the Interconnection will be used to provide a Telecommunications Service; (e) the quantity requested; and (f) the specific location requested.

13.3. Within fifteen (15) business days of its receipt, Qwest shall acknowledge receipt of the BFR and in such acknowledgment advise Paging Provider of missing information, if any, necessary to process the BFR. Thereafter, Qwest shall promptly advise Paging Provider of the need for any additional information required to complete the analysis of the BFR.

13.4. Within thirty (30) business days of its receipt of the BFR and all information necessary to process it, Qwest shall provide to Paging Provider a preliminary analysis of the BFR. The preliminary analysis shall specify Qwest's conclusions as to whether or not the requested Interconnection complies with the requirements set forth above.

13.4.1. Qwest may review Paging Provider's credit standing and modify the amount of deposit required.

13.4.2. If Qwest determines during the thirty (30) day period that the BFR qualifies under the Act, it shall notify Paging Provider in writing of such determination within ten (10) business days.

13.4.3. As soon as feasible, but in any case within ninety (90) business days after Qwest notifies Paging Provider that the BFR qualifies under the Act, Qwest shall provide to Paging Provider a BFR quote. The BFR quote will include, at a minimum, a description of each Interconnection , 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 and any minimum volume and term commitments required.

13.5 If Qwest has indicated minimum volume and term commitments, then within thirty (30) business days of its receipt of the BFR quote, Paging Provider must either agree to purchase under those commitments, cancel its BFR, or seek mediation or arbitration.

13.6. Qwest will assess a late payment charge for any amounts not paid by the payment due date. The late payment charge for amounts that are billed under this

Agreement shall be in accordance with State Access tariff/Commission Rules and Orders.

13.7 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 seek arbitration pursuant to the Dispute Resolution provision of this Agreement.

14. MISCELLANEOUS TERMS

14.1. General Provisions

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

14.1.2. A quote for Paging Provider's portion of a specific job will be provided to Paging Provider. The quote will be in writing and will be binding for ninety (90) business days after the issue date. When accepted, Paging Provider will be billed the quoted price and construction will commence after receipt of payment. If Paging Provider chooses not to have Qwest construct the facilities, Qwest reserves the right to bill Paging Provider for the expense incurred for producing the engineered job design.

14.1.3. In the event a construction charge is applicable, Paging Provider's service application date will become the date upon which Qwest receives the required payment.

APPENDIX A - Rates and Charges Description

1. **FACILITY CHARGES- All rates and charges are defined in Exhibit A.**

   A. Type 1

      (i) Between the Serving Wire Center serving Paging Provider's POC , Qwest will provide if applicable all facilities including the NAC or Channel Facility, Connectivity, Dial Outpulsing, Channel Performance, Multiplexing and Dedicated Transport at no charge to Paging Provider.

   B. Type 2

      (i) Subject to Section 5.5.2, Paging Provider when ordering new facilities shall be obligated to pay the non recurring rates described in Exhibit A for the portion of the facilities used to deliver Third Party Traffic based on the following applicable Third Party Traffic percentage, as follows:

AZ	21.1%
ID	24%
OR	31.45%
UT	17.05%
WA	20%

   C. 100% of the Non recurring charges incurred due to Paging Provider relocation or equipment change will be paid.

2. **INTERCARRIER COMPENSATION FOR DELIVERY OF TYPE 2 QWEST ORIGINATED TRAFFIC will be Bill and Keep.**

3. **BFR PROCESSING FEE All rates and charges are defined in Exhibit A.**

   Pursuant to Section 13, Bona Fide Request, Qwest shall apply a fee as listed in Exhibit A for processing each Bona Fide Request submitted by Paging Provider.

APPENDIX B - TYPE 1 PAGING CONNECTION SERVICE

QUARTERLY POC FORECAST FORM

-- THIS IS NOT AN ORDER FORM --
THIS IS A TWO YEAR FORECAST

DATE PREPARED: _____(update required quarterly)
Paging Provider's Point of Connection (POC) (one form required per POC)

_____ **New POC**
_____**Existing POC**

For Internal Use Only

Paging Provider: _____ACNA: _____

POC Address:_____

City, State, Zip: _____

Switch CLLI Code (associated with NXX):_____

POC CLLI Code (if assigned) : _____

Technical Contact Name: _____

Technical Contact Phone Number: _____

Billing Contact Name: _____

Billing Contact Phone Number: _____

List ALL PAGING DID Numbers associated with this POC:

_____

_____

Paging Provider's Equipment Requirements (check appropriate line(s))

_____ Digital _____ Analog_____ 2-wire_ 4-wire
Trunk Pulsing: _____Multifrequency (MF) _____Dial Pulse (DP)
____ Dual Tone Multifrequency (DTMF)

Start Signaling: _____Wink _____Immediate (IMM) _____Delayed Start
Outpulsing (4-10 digits) _____

Network Channel Interface - **Analog**
- ____ Reverse Battery - 600 ohms
- ____ Reverse Battery - 900 ohms
- ____ Loop Start
- ____ E & M Signaling - Type I
- ____ E & M Signaling - Type II

Network Channel Interface - **Digital:**
- ____ DS3
- ____ DS1 AMI + SF
- ____ DS1 AMI + ANSI ESF
- ____ DS1 AMI + non-ANSI ESF
- ____ DS1 B8ZS + SF
- ____ DS1 B8ZS + ANSI ESF
- ____ DS1 B8ZS + non-ANSI ESF

APPENDIX B - TYPE 1 PAGING CONNECTION SERVICE
QUARTERLY POC FORECAST FORM

	Year 1	Year 2
Busy Season: _____		
Average Busy Hour Minutes of Use	_____	_____
Average Busy Hour Number of Messages	_____	_____

For Internal Use Only:

Prepared by:_____ Date:_____

Title:_____ Telephone Number:_____

Please attach additional major network project information to this forecast, per Section 6.9.3 of this Agreement

Mail completed form to:

Qwest
Type 1 Forecast Manger
700 W Mineral Ave., MTD28.28
Littleton, CO 80120

APPENDIX B - TYPE 1 PAGING CONNECTION SERVICE
INITIAL POC FORECAST FORM

-- THIS IS NOT AN ORDER FORM --
THIS IS A TWO YEAR FORECAST

DATE PREPARED: _____(update required quarterly)

Paging Provider's Point of Connection (POC) (one form required per POC)
_____ New POC
_____Existing POC

For Internal Use Only

Paging Provider: _____ACNA: _____

POC Address:_____

City, State, Zip: _____

Switch CLLI Code (associated with NXX):_____

POC CLLI Code (if assigned) : _____

Technical Contact Name: _____

Technical Contact Phone Number: _____

Billing Contact Name: _____

Billing Contact Phone Number: _____

List ALL PAGING DID Numbers associated with this POC:

_____

_____

Paging Provider's Equipment Requirements (check appropriate line(s))

_____ Digital _____ Analog_____ 2-wire_ 4-wire
Trunk Pulsing: _____Multifrequency (MF) _____Dial Pulse (DP)
____ Dual Tone Multifrequency (DTMF)

Start Signaling: _____Wink _____Immediate (IMM) _____Delayed Start
Outpulsing (4-10 digits) _____

Network Channel Interface - **Analog**
____ Reverse Battery - 600 ohms
____ Reverse Battery - 900 ohms
____ Loop Start
____ E & M Signaling - Type I
____ E & M Signaling - Type II

Network Channel Interface - **Digital:**
____ DS3
____ DS1 AMI + SF
____ DS1 AMI + ANSI ESF
____ DS1 AMI + non-ANSI ESF
____ DS1 B8ZS + SF
____ DS1 B8ZS + ANSI ESF
____ DS1 B8ZS + non-ANSI ESF

APPENDIX B - TYPE 1 PAGING CONNECTION SERVICE
INITIAL POC FORECAST FORM

	Year 1	Year 2
Busy Season: _____		
Average Busy Hour Minutes of Use	_____	_____
Average Busy Hour Number of Messages	_____	_____
For Internal Use Only:	_____	_____

Prepared by:_____ Date:_____

Title:_____ Telephone Number:_____

Please attach additional major network project information to this forecast, per Section 6.9.3 of this Agreement

Mail completed form to:

Qwest
Type 1 Forecast Manger
700 W Mineral Ave., MTD28.28
Littleton, CO 80120

APPENDIX B - TYPE 2 PAGING CONNECTION SERVICE
INITIAL POC FORECAST FORM

-- THIS IS NOT AN ORDER FORM --
THIS IS A TWO YEAR FORECAST

DATE PREPARED: _____(update required quarterly)

Paging Provider's Point of Connection (POC) (one form required per POC)

_____ **New POC**
_____ **Existing POC**

For Internal Use Only

Paging Provider: _____ACNA: _____

POC Address:_____

City, State, Zip: _____

Switch CLLI Code (associated with NXX):_____

POC CLLI Code (if assigned) : _____

Technical Contact Name: _____

Technical Contact Phone Number: _____

Billing Contact Name: _____

Billing Contact Phone Number: _____

List ALL PAGING NXX's associated with this POC: (Type 2 Paging Service is only available to NXX's and associated POCs located within the geographical serving area of the respective Qwest Local and LATA/Toll Tandems)

_____

_____

Paging Provider's Equipment Requirements (check appropriate line(s))

Trunk Pulsing

_____ Multifrequency (MF-Wink Start)
_____ Common Channel Signaling (SS7)
_____ Digits Required (4-10 digits): _____

Network Channel Interface - Digital only
(if DS3, identify both DS3 and DS1 level):

_____ DS3

_____ DS1 AMI + SF
_____ DS1 AMI + ANSI ESF
_____ DS1 AMI + non-ANSI ESF
_____ DS1 B8ZS + SF
_____ DS1 B8ZS + ANSI ESF
_____ DS1 B8ZS + non-ANSI ESF

APPENDIX B - TYPE 2 PAGING CONNECTION SERVICE
INITIAL POC FORECAST FORM

Usage Forecast - EAS Traffic

	Year 1	Year 2
Busy Season: _____		
Average Busy Hour Minutes of Use	_____	_____
Average Busy Hour Number of Messages	_____	_____

For Internal Use Only:		
Equivalent Trunks:	**Year 1**	**Year 2**
	_____	_____

Usage Forecast - Toll Traffic

	Year 1	Year 2
Busy Season: _____		
Average Busy Hour Minutes of Use	_____	_____
Average Busy Hour Number of Messages	_____	_____

For Internal Use Only:

Prepared by:_____ Date:_____

Title:_____ Telephone Number:_____

Please attach additional major network project information to this forecast, per Section 6.9.3 of the Agreement

Mail completed form to:

Qwest
Type 2 Forecast Manager
700 W Mineral Ave., MTD28.28
Littleton, CO 80120

APPENDIX B - TYPE 2 PAGING CONNECTION SERVICE
QUARTERLY POC FORECAST FORM

-- THIS IS NOT AN ORDER FORM --
THIS IS A TWO YEAR FORECAST

DATE PREPARED: _____(update required quarterly)

Paging Provider's Point of Connection (POC) (one form required per POC)

_____ **New POC**
_____ **Existing POC**

For Internal Use Only

Paging Provider: _____ACNA: _____

POC Address:_____

City, State, Zip: _____

Switch CLLI Code (associated with NXX):_____

POC CLLI Code (if assigned) : _____

Technical Contact Name: _____

Technical Contact Phone Number: _____

Billing Contact Name: _____

Billing Contact Phone Number: _____

List ALL PAGING NXX's associated with this POC: (Type 2 Paging Service is only available to NXX's and associated POCs located within the geographical serving area of the respective Qwest Local and LATA/Toll Tandems)

_____

_____

Paging Provider's Equipment Requirements (check appropriate line(s))

Trunk Pulsing

_____ Multifrequency (MF-Wink Start)
_____ Common Channel Signaling (SS7)
_____ Digits Required (4-10 digits): _____

Network Channel Interface - Digital only
(if DS3, identify both DS3 and DS1 level):

_____ DS3

_____ DS1 AMI + SF
_____ DS1 AMI + ANSI ESF
_____ DS1 AMI + non-ANSI ESF
_____ DS1 B8ZS + SF
_____ DS1 B8ZS + ANSI ESF
_____ DS1 B8ZS + non-ANSI ESF

APPENDIX B - TYPE 2 PAGING CONNECTION SERVICE
QUARTERLY POC FORECAST FORM

Usage Forecast - EAS Traffic

	Year 1	Year 2
Busy Season: _____		
Average Busy Hour Minutes of Use	_____	_____
Average Busy Hour Number of Messages	_____	_____

For Internal Use Only: **Equivalent Trunks:**	**Year 1**	**Year 2**
	_____	_____

Usage Forecast - Toll Traffic

	Year 1	Year 2
Busy Season: _____		
Average Busy Hour Minutes of Use	_____	_____
Average Busy Hour Number of Messages	_____	_____

For Internal Use Only:

Prepared by:_____ Date:_____

Title:_____ Telephone Number:_____

Please attach additional major network project information to this forecast, per Section 6.9.3 of the Agreement

Mail completed form to:

Qwest
Type 2 Forecast Manager
700 W Mineral Ave., MTD28.28
Littleton, CO 80120

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					
New			Bill & Keep			Notes		
	USOC	Recurring	Recurring per Mile	Non-recurring	REC	REC per Mile	NRC
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.

Paging Type 2 Exhibit A
Idaho

Select the appropriate type of contract below. For cost docket changes, leave blank:			EAS / Local Traffic Reciprocal Compensation Election					
New			Reciprocal			Notes		
	USOC	Recurring	Recurring per Mile	Non-recurring	REC	REC per Mile	NRC
4.5 Paging Traffic							
4.5.1 Entrance Facility and Trunking Charges							
4.5.1.1 2-Wire Analog, Trunk-Side Termination							
4.5.1.1.1 2A 1-Way-In Paging	P231X	$0.00		$63.31	*		*
4.5.1.2 4-Wire Analog, Trunk-Side Termination							
4.5.1.2.1 2A 1-Way-In Paging	P431X	$0.00		$63.31	*		*
4.5.1.3 4-Wire Digital , Trunk-Side Termination							
4.5.1.3.1 2A 1-Way-In (Paging)							
4.5.1.3.1.1 Initial	P4Y1X			$18.94			*
4.5.1.3.1.2 Subsequent	P4Y1X			$18.94			*
4.5.1.3.2 2B 1-Way-In (Paging)							
4.5.1.3.2.1 Initial	MZW1X			$55.06			*
4.5.1.3.2.2 Subsequent	M6Y1X			$1.31			*
4.5.1.4 Entrance Facility							
4.5.1.4.1 DS1	MF31X	$0.00		$50.00	*		*
4.5.1.4.2 DS3	MF33X	$0.00		$66.66	*		*
4.5.2 Intentionally Left Blank							
4.5.3 Intentionally Left Blank							
4.5.4 Intentionally Left Blank							
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		*	*	
4.5.5.1.3 DS3							
4.5.5.1.3.1 Over 0 to 8 Miles	JZ3KA XUWK1	$0.00	$0.00		*	*	
4.5.5.1.3.2 Over 8 to 25 Miles	JZ3KB XUWK2	$0.00	$0.00		*	*	
4.5.5.1.3.3 Over 25 to 50 Miles	JZ3KC XUWK3	$0.00	$0.00		*	*	
4.5.5.1.3.4 Over 50 Miles	JZ3KD XUWK4	$0.00	$0.00		*	*	
4.5.5.2 Intentionally Left Blank							
4.5.5.3 Trunk Routing Rearrangement							
4.5.5.3.1 2A Direct Final to Alternate Final	NRB2F			$17.91			*
2A Alternate Final to Direct Final	NRB2H			$17.91			*
4.5.6 Multiplexing							
4.5.6.1 DS1 to DS0	MXG1X	$0.00		$46.39	*		*

Paging Type 2 Exhibit A
Idaho

	USOC	Recurring	Recurring per Mile	Non-recurring	REC	REC per Mile	NRC
4.5.6.2 DS3 to DS1	MXG3X	$0.00		$46.39	*		*
4.5.7 Intentionally Left Blank							
4.5.8 Operational Support Systems							
4.5.8.1 Development and Enhancements, per Order	URCTC			$5.00			B
4.5.8.2 Ongoing Maintenance, per Order	URCTD			$1.40			B
4.5.8.3 Daily Usage Record File, per Record		$0.000419			B		
4.5.9 Bona Fide Request (BFR) Process							
4.5.9.1 Processing Fee				$2,128.00			B

NOTES:

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

B Cost Docket QWE-T-01-11, Order No. 29408 (January 5, 2004) rates effective January 5, 2004.

* Rates are a result of applying a Idaho Transit Factor of 24%