

Qwest
1600 7th Avenue, Room 3206
Seattle, Washington 98191
(206) 398-2504
Facsimile (206) 343-4040

Maura E. Peterson
Paralegal
Regulatory Law

RECEIVED
2008 DEC 31 AM 10:45
IDAHO PUBLIC
UTILITIES COMMISSION



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-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,

A handwritten signature in black ink, appearing to read 'Maura E. Peterson', is written over the typed name below it.

Maura E. Peterson

mep

cc: Service list

Adam L. Sherr (WSBA# 25291)
Qwest
1600 7th Ave, Room 3206
Seattle, WA 98191
Telephone: (206) 398-2504
Facsimile: (206) 343-4040
Adam.sherr@qwest.com

RECEIVED
2008 DEC 31 AM 10:45
IDAHO PUBLIC
UTILITIES COMMISSION

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.

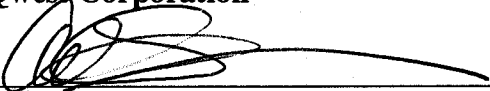
Qwest respectfully submits that this Agreement provides no basis for either of these findings, and, therefore requests that the Commission approve this Agreement expeditiously. This Agreement is consistent with the public interest as identified in the pro-competitive policies of the State of Idaho, the 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

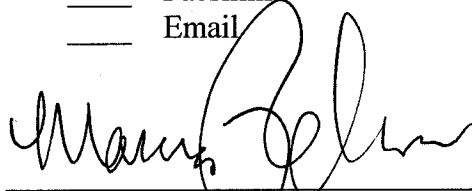
I hereby certify that on this 30th day of December, 2008, I served the foregoing **APPLICATION FOR APPROVAL OF INTERCONNECTION AGREEMENT** upon all parties of record in this matter as follows:

Jean Jewell, Secretary
Idaho Public Utilities Commission
472 West Washington Street
P.O. Box 83720
Boise, Idaho 83720-0074
jjewell@puc.state.id.us

- Hand Delivery
- U. S. Mail
- Overnight Delivery
- Facsimile
- Email

Attn: Telecom Admin
6610 Overland Road
Boise, ID 83709

- Hand Delivery
- U. S. Mail
- Overnight Delivery
- Facsimile
- Email



Maura Peterson, Paralegal

QWE-7-08-11

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

Printed Legal Name

Joseph B. McNeal
Signature

Joseph B. McNeal

Printed Name

Manager

Title

11-11-08

Date

Qwest Corporation

Signature

Larry Christensen

Printed Name

Director - Interconnection Agreements

Title

12/3/08

Date

RECEIVED
2008 DEC 31 AM 10:46
IDAHO PUBLIC
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 199427	
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.

