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November 8, 2005

Frances Nichols Anglin
Oregon Public Utility Commission
550 Capitol St., NE
Suite 215
Salem, OR 97301

Re: ARB 706

Dear Ms. Nichols Anglin:

Enclosed for filing please find an original and (5) copies of Qwest Corporation's Response to Petition for Arbitration, Including Motion to Dismiss, along with a certificate of service.

If you have any question, please do not hesitate to give me a call.

Sincerely,

A handwritten signature in black ink that reads "Carla". The signature is written in a cursive, flowing style.

Carla M. Butler

CMB:

Enclosure

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BEFORE THE PUBLIC UTILITY COMMISSION OF OREGON

ARB 706

In the Matter of the Petition of WESTERN RADIO SERVICES CO. for Arbitration of an Interconnection Agreement with QWEST CORPORATION, Pursuant to Section 252(b) of the Telecommunications Act

QWEST CORPORATION'S RESPONSE TO PETITION FOR ARBITRATION, INCLUDING MOTION TO DISMISS

Respondent Qwest Corporation (“Qwest”), pursuant to 47 USC § 252(b)(3) and OAR 860-016-0030(3), submits this response to the Petition for Arbitration (“Petition”) that petitioner Western Radio Services Co. (“Western”) filed on October 14, 2005. Qwest moves the Commission to dismiss the Petition because (1) the Petition is inappropriate in light of the Commission’s recent Order No. 05-1075 entered October 10, 2005 in docket ARB 537 approving the “Wireless Interconnection Agreement – Oregon Between Qwest Corporation and Western Radio Services Co.” that Qwest submitted to the Commission on November 18, 2004 (“Approved Agreement”), a copy of which is attached as Exhibit 1, (2) the Petition is inappropriate because it does not comply with the requirement that arbitration be requested following a request for negotiation of an interconnection agreement, and (3) the Petition fails to properly identify the disputed issues in the interconnection agreement and to otherwise comply with the requirements of OAR 860-016-0030.¹

¹ Qwest regrets that it is required to file this response and bring these issues before the Commission for decision. Qwest has communicated with Western since the Petition was filed urging Western to voluntarily withdraw it in light of Order No. 05-1075, which Qwest initially assumed may have come to Western’s attention after it had filed the Petition on October 14, 2005. Western, however, has refused to withdraw the Petition unless Qwest will negotiate a new agreement, without consideration of the Commission’s arbitration decisions, Order Nos. 04-600 and 05-1075, in docket ARB 537. Western claims that Qwest’s unwillingness to “negotiate” a new agreement is evidence of its refusal to negotiate in good faith. On the contrary, Western’s unwillingness to voluntarily withdraw the Petition in light of the Commission’s orders in docket ARB 537 inexcusably imposes a waste of resources on the Commission and the parties. Although Qwest does not seek sanctions for Western’s refusal to withdraw its Petition, this is certainly the type of case where such a request would be warranted.

INTRODUCTION

I. CONTACT INFORMATION

No counsel has entered an appearance for Western. Qwest understands that the individual to whom inquiries to Western relating to this matter should be addressed is:

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II. THE PARTIES

A. Western

Western is an Oregon corporation with its principal place of business in Bend, Oregon. Richard L. Oberdorfer is the president of Western. Western apparently holds a variety of licenses from the Federal Communications Commission ("FCC") to operate land mobile commercial, land mobile private and paging and radiotelephone transmitters in central and eastern Oregon. It does not hold a certificate of authority to provide telecommunications service in Oregon as a competitive local exchange carrier ("CLEC"), or otherwise. Western exchanges traffic with Qwest under the terms of Qwest's Oregon Radio Common Carrier Tariff.

B. Qwest

Qwest is duly organized and validly existing as a corporation pursuant to the laws of the state of Colorado. Qwest has its principal place of business in Denver, Colorado. Qwest is a telecommunications utility with authority to provide, among other things, switched and private line local exchange service in 64 exchanges in Oregon. Qwest also has authority to provide switched and private line interexchange, and intraLATA telecommunications service statewide. Qwest is an incumbent local exchange carrier (“ILEC”) in Oregon within the meaning of section 251(h) of the Telecommunications Act of 1996 (“Act”). 47 USC § 251(h). Qwest is also a “Bell Operating Company” or “BOC,” as that term is defined in the Act. 47 USC § 153(4). The Approved Agreement applies only to services, products and facilities to be provided within the geographical areas in which Qwest is the ILEC in Oregon.

III. DEALINGS REGARDING A WIRELESS INTERCONNECTION AGREEMENT BETWEEN WESTERN AND QWEST

A. Earlier Negotiations and Proceedings

On March 5, 1997, Mr. Oberdorfer sent a letter requesting negotiation of a wireless interconnection agreement with Qwest’s predecessor in interest, U S WEST Communications, Inc. The request was for an interconnection agreement that would cover Oregon and other states. The parties were unable to even agree on a starting place for negotiations, so no substantive negotiations took place.²

² Throughout its filings in various prior proceedings, Western has repeatedly referenced a letter that it allegedly sent to Qwest in August 1996, requesting negotiation of an interconnection agreement. Qwest has no record of ever receiving the letter, and, in any event, Western never followed-up on the alleged letter by pursuing negotiations or arbitration before the Commission at that time. See e.g., Arbitrator’s Decision (September 20, 2004), pp. 2, 7-8; adopted in Order No. 05-600 (Appendix, pp. 2, 7-8).

1. Docket ARB 137

On June 24, 1999, Mr. Oberdorfer filed a letter with the Commission requesting the ““Commission’s assistance in obtaining an interconnection agreement in accordance with Section 252(b)”” of the Act. The matter was assigned docket ARB 137. *See* Order No. 99-466 (August 6, 1999), docket ARB 137 (quoting Western’s letter). On August 6, 1999, the Commission issued an order dismissing the request because it “did not contain the required petition and information to initiate an arbitration proceeding.” *Id.* Subsequent to entry of the order dismissing the request, the parties continued to be unable to agree on the initial document from which to start negotiations and no substantive negotiations took place.

2. Docket ARB 537

On or about October 14, 2003, Mr. Oberdorfer initiated interconnection negotiations with Qwest to include the state of Oregon. On March 11, 2004, Western filed a petition for arbitration with the Commission, which was assigned docket ARB 537. Following extensive proceedings, including two sets of simultaneous prefiled testimony, a mutual waiver of an evidentiary hearing, and post-hearing briefs, the Arbitrator, Administrative Law Judge Allan Arlow, issued his Arbitrator’s Decision on September 20, 2004. Thereafter, Western filed comments on October 1, 2004, and the Commission adopted the Arbitrator’s Decision in Order No. 04-600 on October 18, 2004. Order No. 04-600 directed the parties to submit an interconnection agreement consistent with the terms of the order within 30 days.

On November 18, 2004, Qwest filed a letter with the Commission indicating that it was unable to comply with the order because, although Qwest had sent an interconnection agreement compliant with Order No. 04-600 to Western, Qwest had not received a copy of the agreement executed by Western. The Approved Agreement was an attachment to the letter.

Western did not respond to Qwest's November 18, 2004 letter. Instead, Western filed a Complaint for Violation of the Telecommunications Act of 1996 against Qwest and the Commission in the United States District Court for the District of Oregon, Case No. 05-00159-AA. Qwest and the Commission filed motions to dismiss the complaint on the ground that the federal district court lacked jurisdiction because the Commission had not yet approved an interconnection agreement between the parties. The federal district court agreed and thus dismissed the complaint. *See Western Radio Services Co. v. Qwest Corporation*, Civil No. 05-155-AA (D. Or. July 26, 2005) ("*Western Radio*").

On July 28, 2005, Qwest notified the Commission of the federal district court's decision and requested that the Commission approve the agreement that Qwest had submitted on November 18, 2004. On August 1, 2005, Western responded to Qwest's July 28, 2005 filing by requesting that the Commission take no further action because Western was appealing the federal district court's dismissal of Western's complaint.³ Western also stated that Qwest had requested negotiation of a new interconnection agreement on May 10, 2005. Qwest replied to Western's response on August 3, 2005 and stated that its May 10, 2005 letter was *not* a request for negotiation, but rather, was merely a form letter to all wireless carriers indicating that it was withdrawing a portion of its Oregon tariff as a result of the FCC's *T-Mobile* decision,⁴ and implementing an interim tariff in place until Qwest and the wireless carriers could amend their interconnection agreements consistent with the *T-Mobile* decision.

³ *Western Radio Services v. Qwest Corporation, et al.*, No. 05-35796 (9th Cir.). Briefing is scheduled in the appeal over the next few months. Qwest understands that Western Radio does not intend to brief issues related to Order No. 04-600 in light of the issuance of Order No. 05-1075.

⁴ *In the Matter of Developing a Unified Intercarrier Compensation Regime, T-Mobile et al. Petition for Declaratory Ruling Regarding Incumbent LEC Wireless Termination Tariffs*, CC Dkt. No. 01-92, FCC 05-42, 2005 WL 433200 (rel. Feb. 24, 2005) ("*T-Mobile*").

On October 10, 2005, the Commission issued Order No. 05-1075. In that order, the Commission noted that if a party could ignore an arbitration decision simply because it was displeased or disappointed in the outcome, it would render the concept of compulsory arbitration meaningless. Order No. 05-1075 (October 10, 2005), docket ARB 537, p. 3. The Commission reviewed the Approved Agreement and found that it complied with Order No. 04-600. Accordingly, the Commission approved it. *Id.*, pp. 3-5. The Commission also noted that Western's claim that the Commission could take no action in docket ARB 537 because Qwest had requested negotiation of a new interconnection agreement was unfounded. *Id.*, p. 4.

3. Docket ARB 706

On October 14, 2005, Western filed the current Petition. The Petition states that Qwest initiated the request for negotiation on May 10, 2005. The Petition raises five issues for arbitration, none of which addresses specific terms of a proposed interconnection agreement between Western and Qwest. Attached to the Petition as Exhibit 1 is a wireless interconnection agreement, which Western characterizes as "Qwest's current interconnection agreement offering." *See* Petition, p. 2. Attached to the Petition as Exhibit 2 is a Commercial Mobile Radio Services (CMRS) Interconnection Agreement Oregon, which Western states is its "proposed interconnection agreement." *Id.* Neither attachment identifies differences between the agreements attached as Exhibits 1 and 2, or between either of these agreements and the Approved Agreement.

B. Qwest's Dealings with Other Wireless Providers

Qwest is currently successfully providing interconnection services to 30 wireless providers in Oregon, many of which, like Western, are relatively small companies. These companies have managed not only to negotiate interconnection agreements with Qwest, but to operate under them. Prior to initiating arbitration with Qwest over the terms of an

interconnection agreement in docket ARB 537, Western would have been free to opt into the terms and conditions of Qwest's interconnection agreement with any of these other providers. *See* 47 USC § 252(i). Thus, Western's claims that Qwest has failed to negotiate in good faith with it, or that Qwest has attempted to stifle its competition in Oregon, ring hollow. Rather, it is apparent that Western seeks unique (and discriminatory) terms and conditions in its interconnection agreement with Qwest, and refuses to comply with a Commission order denying it those terms and conditions.

MOTION TO DISMISS

Qwest moves the Commission to dismiss the Petition for three reasons. First, the Petition is inappropriate in light of Order No. 05-1075 (and Order No. 04-600). Second, the Petition is inappropriate because Qwest's letter of May 10, 2005 did not constitute a request for negotiation of an interconnection agreement, and the Commission has already so ruled. *See* Order No. 05-1075, p. 4. Third, the Petition fails to properly identify the disputed issues in the interconnection agreement and/or to otherwise comply with the requirements of OAR 860-016-0030.

I. THE PETITION IS INAPPROPRIATE IN LIGHT OF ORDER NO. 05-1075

Just four days before Western filed the Petition, the Commission issued Order No. 05-1075, approving an interconnection agreement between the parties. In that order, the Commission made it clear that Western's apparent misunderstanding of the Act, pursuant to which it believes it can ignore an arbitration decision it is displeased with, was in error. The Commission ruled as follows:

The parties subject to the 252(b) process are plainly required to go through the steps set forth and *are not free to walk away from the arbitrated interconnection agreement if they are displeased with the outcome of the arbitration process* before the state commission. Indeed, if they were free to do so, it would *render the concept of compulsory arbitration meaningless. . . .*

An arbitrated interconnection agreement, with the disputed terms as decided by the Arbitrator and adopted by the commission, has the same legal power to bind the parties as if the agreement had been freely entered into by both parties prior to submission to the Commission. *One party cannot simply refuse to execute and honor the agreement because of disappointment with the outcome of the arbitration proceeding. . . .* Order No. 05-1075, p. 3. (Emphasis added.)

The Commission then addressed the interconnection agreement that Qwest submitted on November 18, 2004, following the Commission's issuance of Order No. 04-600. The Commission ruled:

We have reviewed the interconnection agreement submitted by Qwest and find that it complies with Order No. 04-600, entered October 18, 2004, and the Arbitrator's Decision appended thereto. *Id.*, p. 4.

Finally, the Commission ordered "that the Wireless Interconnection Agreement between Qwest Corporation and Western Radio Services Co. submitted by Qwest Corporation on November 18, 2004, is approved." *Id.*, p. 5.

The Approved Agreement provides in Section XXII.B.1:

This Agreement shall be effective as of the *effective date of commission approval* of this Interconnection Agreement and *shall remain in effect* for a period of 3 years, and thereafter shall continue in force and effect unless and until a new agreement, addressing all of the terms of this Agreement, becomes effective between the Parties. The Parties agree to commence negotiations on a new agreement no later than 2 1/2 years after this Agreement becomes effective. This Agreement shall become effective pursuant to Sections 251 and 252 of the Act. (Emphasis added.)

Thus, the Approved Agreement went into effect on October 10, 2005, and is in effect for a period of three years. Just as it would be inappropriate to allow Western to ignore the results of an arbitration proceeding by refusing to enter into an agreement consistent with the Commission's arbitration decision, it likewise would be inappropriate to allow Western to commence arbitration of a new interconnection agreement days after the Commission-arbitrated agreement becomes effective. Either way, if tolerated, Western's actions would render the Commission's arbitration decisions meaningless.

The process that the 1996 Act contemplates is that the parties will enter into an interconnection agreement through negotiation, or if negotiation is unsuccessful, through arbitration before the Commission. After they have entered into an agreement, both parties are expected to abide by its terms and conditions until it expires or until they voluntarily negotiate a new agreement.⁵

II. THE PETITION IS INAPPROPRIATE BECAUSE THERE HAS NOT BEEN A REQUEST FOR NEGOTIATIONS, NOR COULD THERE BE AT THIS TIME ABSENT QWEST'S CONSENT

Section 252(b)(1) of the Act requires that a petition for arbitration be filed “during the period from the 135th to the 160th day (inclusive) after the date on which an incumbent local exchange carrier receives a request for negotiation.” If the petition for arbitration is not filed during the specified period, it may not be entertained.⁶ Thus, it follows that if there is no request for negotiation, no petition can be entertained.

In the Petition, Western identifies the request for negotiations as “Qwest’s request for negotiation of an interconnection agreement with Western . . . received by Western on May 10, 2005.” *See* Petition, p. 1. However, as already noted, the letter to which Western refers was not a request for negotiation at all, but rather, was merely a form letter from Qwest to all wireless carriers subscribing to the Radio Common Carrier tariff explaining that, in light of the FCC’s *T-*

⁵ Interconnection agreements typically contain terms that require the parties to enter into amendments if there are changes in the law underlying the terms of the agreement (*see* Approved Agreement at Section I.B), and that allow the parties to submit disputes regarding implementation or amendment of the agreement to arbitration or resolution by the applicable state commission. (*Id.* at Section XX.II.Q.) Western does not contend that there has been any change in law that justifies arbitration of amended terms of the Approved Agreement. Rather, it is Western’s position that the Approved Agreement itself does not comply with the Act. (*See, e.g.,* Petition p. 3.) This is even more apparent from Western’s correspondence with Qwest that claims Western is not required to sign the Approved Agreement because it does not comply with the Act.

⁶ *See, e.g., In re Complaint of Supra Telecommunications & Information Systems Against BellSouth Telecommunications, Inc.*, Docket No. 980119-TP, 1998 WL 603617, *3-4 (Fla. PSC May 14, 1998) (refusing to arbitrate issues in part because petition to arbitrate not filed during the statutorily-prescribed window).

Mobile decision, Qwest was required to withdraw portions of its Radio Common Carrier Tariff, and that it was implementing an interim tariff provision until such time as the parties could amend their existing interconnection agreements consistent with the *T-Mobile* decision. See Petition, Exhibit 3 (the May 10, 2005 letter from Qwest to Western).

The Commission has already considered and rejected Western's position that this May 10, 2005 letter somehow constituted a request for negotiations. In Order No. 05-1075, the Commission found:

We also find that the Qwest letter of May 10, 2005, notifying radio carriers that it was withdrawing Section 20 of Oregon Tariff 29 as a result of the Federal Communications Commission's *T-Mobile* decision [citation omitted] and putting an interim tariff in place . . . in no way constituted a "request for negotiation." Order No. 05-1075, p. 4.

Because the May 10, 2005 letter did not constitute a request for negotiation of a new interconnection agreement by Qwest, Western Radio did not file (and could not have filed) a petition seeking arbitration within the requisite time period, and thus the Commission should dismiss its Petition. Moreover, as noted above, in the absence of Qwest's consent to negotiate a new interconnection agreement, negotiation is not proper at this time under the terms of the Approved Agreement, and therefore, the 135-160 day clock cannot even begin to run. To allow Western to seek new negotiations so close on the heels of the Commission's approval of the Approved Agreement, without Qwest's consent, would make a mockery of the contract terms regarding renegotiation, and would render the Commission's arbitration process meaningless.

III. THE PETITION DOES NOT COMPLY WITH THE COMMISSION'S RULES FOR INITIATING ARBITRATION

OAR 860-016-0030(2) provides that a petition for arbitration must contain:

- (a) A statement of all unresolved issues;
- (b) A description of each party's position on the unresolved issues;

(c) A proposed agreement addressing all issues, including those on which the parties have reached agreement and those that are in dispute. Wherever possible, the petitioner should rely on the fundamental organization of clauses and subjects contained in an agreement previously approved by the Commission[.] OAR 860-016-0030(2).

Western's Petition, however, fails to comply with these requirements because it does not contain a statement of all unresolved issues, it does not contain a description of each party's position on all unresolved issues, and it does not contain a proposed agreement addressing all issues.

As noted above, in response to Western's earlier attempt to seek arbitration without complying with the Commission's rules, the Commission dismissed Western's petition. *See supra* section III(A)(1), referring to Order No. 99-466. Moreover, in 1999, Western had not yet participated in a full arbitration proceeding before the Commission. In contrast, it has now participated in docket ARB 537, and thus it is well aware of the requirements for initiating an arbitration proceeding before the Commission. Therefore, its failure to comply with the Commission's rules is inexcusable, and the Commission should dismiss the Petition.

ISSUES FOR ARBITRATION

In the event the Commission does not dismiss the Petition, Qwest provides the following brief response to the issues for arbitration that Western raised.

I. ISSUES THAT WESTERN RAISES

Western has identified five issues in the Petition, none of which involves a dispute regarding any provision of an interconnection agreement between the parties. Therefore, none of the five issues is a valid issue for arbitration of the terms and conditions of an interconnection agreement between the parties. Nonetheless, Qwest will briefly respond to these issues.

A. Issue 1: Good Faith Negotiations and Compliance with Act

During the course of docket ARB 537, Western never contended that Qwest had refused to negotiate in good faith or sought any remedy from the Commission for Qwest's alleged failure to do so. In its complaint in federal district court, however, Western sought "damages" from Qwest based on Qwest's alleged failure to negotiate in good faith. Qwest and the Commission thereafter moved to dismiss this claim on various grounds, including that Western had not raised this claim before the Commission in docket ARB 537. Qwest and the Commission further contended that the Act contemplates appellate review proceedings before the district court, not a trial necessary to determine an issue such as damages. Qwest also sought to dismiss the claim because the remedy for failure to negotiate in good faith prescribed in the Act is for the state commission to impose terms and conditions in the arbitrated interconnection agreement, but not to seek monetary damages in federal district court. The federal district court dismissed this count. *Western Radio*, pp. 10-11. Qwest understands that this will be the sole issue that Western raises in its further appeal to the Ninth Circuit Court of Appeals.

In the Petition, consistent with its argument in court, Western suggests that Qwest has not negotiated with it in good faith because Qwest allegedly will not agree with terms and conditions that comply with sections 251(b) and 251(c) of the Act. In Order No. 04-600, however, the Commission found that Qwest's proposed language, which is included in the Approved Agreement, complies with the Act. Accordingly, the Commission has already addressed this issue, and thus Western's position is an improper collateral challenge to the Commission's prior determination.⁷ Indeed, if any party has failed to adhere to the Act's requirement of negotiation

⁷ See, e.g., *Skeen v. Department of Human Resources*, 171 Or. App. 557, 560, 17 P.3d 526, 528 (Or. App. 2000) ("An agency's final order, like a court's final judgment, has preclusive effect even while the order or judgment is on appeal."). (Citations omitted.)

in good faith, it is Western by its stubborn refusal to cooperate in the arbitration process and abide by Commission orders.

B. Issue 2: Commission Authority to Require Good Faith Negotiations

As explained above, Western has asserted in court that Qwest has refused to negotiate in good faith, and further, that Western should be entitled to monetary damages as a result.

However, the remedy provided in the Act for a party's failure to negotiate in good faith is for the state commission to impose terms and conditions in arbitration. *See e.g., Western Radio*, p. 11. Therefore, there is simply no basis for a claim of damages resulting from an alleged failure to negotiate in good faith.

Western also makes statements about a state commission's jurisdiction ending when it has made an arbitration determination, or when the FCC has preempted the state commission. Although it is difficult to understand the intent or relevance of these statements, they may have been prompted by a recent Utah Commission decision in an arbitration between Qwest and Western's sister company, Autotel, in that state. There, after Autotel had refused to sign an agreement that complied with the Utah Commission's decision, the Utah Commission declined to take any further action until the parties had filed an agreement that complied with its decision. The Utah Commission noted that if any party was aggrieved with its decision, it might take the matter to the FCC.⁸ However, the Utah Commission also subsequently made clear that it viewed its determinations on the disputed issues to be binding on the parties and that Autotel would not be able to avoid the effect of those determinations merely by attempting to forum shop.⁹

⁸ *See* Order Denying Request for Approval of Proposed Agreement, *In the Matter of the Petition of Autotel for Arbitration of an Interconnection Agreement with Qwest Corporation Pursuant to Section 252(b) of the Telecommunications Act*, Docket No. 03-049-19 (Utah PSC Aug. 17, 2005), pp. 3-4.

⁹ Order on Petition for Reconsideration and Clarification, *In the Matter of the Petition of Autotel for Arbitration of an Interconnection Agreement with Qwest Corporation Pursuant to Section 252(b) of the*

Apparently misunderstanding these decisions, Western suggests here that if the FCC preempts a state commission, the state commission cannot act further. In fact, however, the Act provides that if a state commission fails to act on a petition for arbitration, the FCC shall issue an order preempting the state commission's jurisdiction. This Commission, however, has not refused or failed to act, and there has been no such FCC order. Rather, this Commission has conducted an extensive arbitration proceeding and has approved an interconnection agreement between the parties that complies with the Commission's decisions. The Commission's dismissal of Western's improper arbitration petition in this docket would not constitute a "failure to act."

C. Issue 3: Review of State Commission Actions

Western raises two issues in this portion of its Petition. The first is whether the rates, terms and conditions included in Qwest's proposed agreement were approved by the Commission in its arbitration determination in docket ARB 537 and other dockets. Order No. 04-600 speaks for itself, however. In addition, it is not appropriate for Western to seek to negotiate a new agreement based on its view that the Approved Agreement does not comply with the Commission's order. Rather, Western should have raised these issues in docket ARB 537, as it was invited by the Commission and Qwest to do. Western's attempt to raise these issues in this docket now amounts to an impermissible collateral attack on Order No. 04-600.¹⁰

Telecommunications Act, Docket No. 03-049-19 (Utah PSC Sept. 21, 2005), pp. 2-3 ("We agree with Qwest's argument that state arbitration decisions are binding on the parties, relative to the issues arbitrated by a state commission. . . . [O]ur prior order should not be construed for the proposition that a party dissatisfied with the results of an arbitration may unilaterally reject or otherwise attempt to avoid the binding affect of a state commission's decision on the arbitrated issues. This would include, as Autotel seemingly has done, attempting to start a new Section 252 negotiation, mediation, arbitration cycle on the issues previously arbitrated. We believe that the parties may make an alternative, mutually agreed resolution on an issue resolved by state arbitration, but only if both parties are willing. Absent mutual agreement, either party may rely upon and insist that the state commission's arbitrated decision applies.").

¹⁰ See *supra*, fn. 7.

Second, the Petition raises the issue whether Western can seek federal court review of a state commission arbitration decision before the Commission approves an interconnection agreement. This is the precise issue that was raised and decided in Western's appeal of Order No. 04-600 to the federal district court. Judge Aiken held that the district court did not have jurisdiction over Western's claim because the Commission had not completed its arbitration function. The court held:

This court declines to assert jurisdiction prematurely under the Act and thus entangle itself as an "overseer" of ongoing state commission proceedings. The wiser and more efficient course is to allow the Commission to accomplish its task and wait until the Commission approves or rejects the interconnection agreement thus avoiding premature judicial involvement in the administrative decision making process.

As required by statute, the administrative record which is before this court clearly shows that Qwest and plaintiff have failed to submit to the Commission a mutually agreeable interconnection agreement that conforms to the Commission's Order. Until the Commission approves or rejects an interconnection agreement submitted by the parties or otherwise approves an interconnection agreement, any action before this court is premature. Without the Commission's approval of any agreement, this court lacks subject matter jurisdiction over plaintiff's claims. *Western Radio*, p. 10.

Thus, this issue is likewise *res judicata*, and is not subject to collateral attack.

D. Installation Charges

Western further contends that Qwest is improperly charging it the amount of \$2,341.75 for installation work under its Radio Common Carrier Tariff in Oregon. On its face, this claim does not properly raise a dispute between the parties related to a term or condition of their interconnection agreement for arbitration under section 252 of the Act. Furthermore, Western fails to identify any provision in the Approved Agreement or in its proposed agreement that addresses this issue. Finally, this is simply a billing dispute over one particular installation order in May 2004, and even if this were an appropriate issue for a section 252 arbitration proceeding (which it is not), it is the subject of a complaint that Western filed against Qwest and that is pending in docket UCB 22.

With respect to the substance of the allegation, Qwest denies it.

E. Claimed Overbilling

Western also claims that Qwest has overbilled it in the amount of \$3,180.28. Based on the fact that Western filed the Petition on October 14, 2005, the Approved Agreement was effective on October 10, 2005, and that Qwest has yet to bill Western any amount under the Approved Agreement, this claim must necessarily relate to charges that Qwest billed under its Radio Common Carrier Tariff. Therefore, on its face, this claim does not properly raise a dispute between the parties related to a term or condition of an interconnection agreement that is subject to arbitration under section 252 of the Act. Furthermore, Western fails to identify any provision in the Approved Agreement or in its proposed agreement that addresses this issue.

With respect to the substance of the allegation, Qwest denies it.

II. ISSUES THAT WESTERN DOES NOT IDENTIFY

Finally, Western fails to raise any issue that addresses a dispute between the parties on the language of a proposed interconnection agreement. In the event the Commission does not dismiss the Petition for the reasons identified above, Qwest notes that a computer-generated comparison of the Approved Agreement and Western's proposed interconnection agreement shows that essentially every term is different.¹¹ Of course, it is Qwest's position that the Commission should not even consider the Western proposal for the reasons set forth above.

CONCLUSION

Qwest respectfully submits that the Commission should dismiss the Petition for the reasons stated above. The process that the Act contemplates would be rendered meaningless if

¹¹ The differences in the agreements are so complete in the computer-generated comparison that Qwest considered it unhelpful to the Commission to submit the comparison as an exhibit. Nevertheless, upon request, Qwest would be pleased to provide the Commission with a copy of the comparison.

Western were allowed to initiate arbitration proceedings for a new agreement soon after the Commission has approved an interconnection agreement between the parties in a prior arbitration proceeding, simply because it is displeased or disappointed with the Commission's previous orders in docket ARB 537. Western is blatantly failing to abide by the Commission's prior directives, and the Commission should reject Western's actions.

Finally, in the event the Commission does not dismiss the Petition, it should disregard the issues that Western raises because they are not arbitrable claims under section 252. Based on the Commission's findings and conclusions in Order No. 05-1075 that the language in the Approved Agreement complies with Qwest's obligations under the Act, and complies with the Commission's Order No. 04-600, the Commission should affirm its approval of the Approved Agreement and should reject Western's improper attempt to collaterally attack Order Nos. 04-600 and 05-1075.

DATED: November 8, 2005

Respectfully submitted,



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**WIRELESS INTERCONNECTION
AGREEMENT - OREGON**

BETWEEN

QWEST CORPORATION

AND

WESTERN RADIO SERVICES CO.

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WIRELESS INTERCONNECTION SERVICE AGREEMENT

This Wireless Interconnection Agreement is between Western Radio Services Co. ("Western" or "Carrier"), an Oregon corporation, and Qwest Corporation ("Qwest"), a Colorado corporation.

Carrier is licensed by the Federal Communications Commission ("FCC") as a Commercial Mobile Radio Service ("CMRS") provider. Qwest and Carrier both agree to interconnect their facilities and exchange traffic for the benefit of the Parties. Services provided by Qwest to Carrier under this Agreement are provided pursuant to Carrier's role as a CMRS provider.

I. RECITALS

- A. Pursuant to this Agreement, Carrier and Qwest, collectively "the Parties", will extend certain arrangements to one another for the purpose of offering wireless to wireline or wireline to wireless services within each LATA in which they both operate within the State of Oregon. This Agreement is a combination of agreed terms and terms imposed by arbitration under Section 252 of the Communications Act of 1934, as modified by the Telecommunications Act of 1996 ("the Act"), and as such does not necessarily represent the position of either Party on any given issue. The Parties enter into this Agreement without prejudice to any position they may have taken previously, or may take in the future in any legislative regulatory, or other public forum addressing any matters, including matters related to the types of arrangements prescribed by this Agreement.
- B. In the event of any amendment to the Act, any effective legislative action or any effective regulatory or judicial order, generic cost docket, rule, regulation, arbitration award or other legal action purporting to apply to the provisions of the Act which revises, modifies or reverses the Applicable rules upon which the agreement is based, either Party may, by providing written notice to the other Party, require that the effected provisions of this Agreement be renegotiated in good faith within sixty (60) days and this Agreement shall be amended accordingly to reflect the pricing, terms and conditions of each such Amended Rules relating to any of the provisions in this agreement. Should the Parties be unable to reach agreement with respect to the applicability of such order or the resulting appropriate modifications to this agreement within sixty (60) days, it shall be resolved in accordance with the Dispute Resolution provision of this Agreement. In cases of conflict between the terms of this agreement and any Qwest tariff, then the rates, terms and conditions of this Agreement shall prevail.

II. SCOPE OF AGREEMENT

- A. The Agreement also sets forth the terms, conditions and prices under which the Parties agree to provide interconnection for CMRS carriers only in association with CMRS services and reciprocal compensation for the exchange of traffic between Qwest and Carrier for purposes of offering telecommunications services. Unless otherwise provided in this

Agreement, the Parties will perform all of their obligations hereunder throughout, to the extent provided in the Appendices attached hereto. The Agreement includes all accompanying appendices.

- B. 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 limitation, 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.

III. DEFINITIONS

- A. "Access Tandem" means a Qwest switching system which switches calls between end offices.
- B. "Act" means the Communications Act of 1934 (47 U.S.C. 151 et.seq.), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or a Commission within its state of jurisdiction.
- C. "Automatic Number Identification" or "ANI" means a Feature Group D signaling parameter which refers to the number transmitted through a network identifying the billing number of the calling party.
- D. "Basic Exchange Telecommunications Service" means a service offered to end users which provides the end user with a telephonic connection to, and a unique local telephone number address on, the public switched telecommunications network, and which enables such end user to generally place calls to, or receive calls from, other stations on the public switched telecommunications network. Basic residence and business line services are Basic Exchange Telecommunications Services. As used solely in the context of this statement and unless otherwise agreed, Basic Exchange Telecommunications Service includes access to ancillary services such as 911, directory assistance and operator services.
- E. "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 Technical Pub. 77342.
- F. "Call Termination" involves the terminating carrier's end office switching and delivery of terminating traffic from that end office switch to the called party's location.
- G. "Call Transport" is the tandem switching and transmission of terminating traffic from the tandem to the terminating carrier's end office switch that directly serves the called party.

- H. "CMRS" or "Commercial Mobile Radio Service is as defined in the Communications Act of 1934 as amended by the Telecommunications Act of 1996.
- I. "Central Office Switch" means a switch used to provide Telecommunications Services, including, but not limited to:
 - a. "End Office Switches" which are used to terminate Customer station loops for the purpose of interconnecting to each other and to trunks; and
 - b. "Tandem Office Switches" which are used to connect and switch trunk circuits between and among other Central Office Switches. Access tandems provide connections for exchange access and non-local traffic while local tandems provide connections for local/EAS traffic.
- J. "Collocation" means an arrangement whereby one Party's (the "Collocating Party") facilities are terminated in its equipment necessary for Interconnection or for access to Network Elements on an unbundled basis which has been installed and maintained at the premises of a second Party (the "Housing Party"). Collocation may be "physical" or "virtual". In "Physical Collocation," the Collocating Party installs and maintains its own equipment in the Housing Party's premises. In "Virtual Collocation," the Housing Party installs and maintains the Collocating Party's equipment in the Housing Party's premises.
- K. "Commission" means the Oregon Public Utility Commission."
- L. "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(SS7).
- M. "Customer" means a third-party (residence or business) that subscribes to Telecommunications Services provided by either of the Parties.
- N. "Digital Signal Level" means one of several transmission rates in the time division multiplexing hierarchy.
- O. "Digital Signal Level 1" or "DS1" means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing.
- P. "Digital Signal Level 3" or "DS3" means the 44.736 Mbps third-level in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.
- Q. "Exchange Message Record" or "EMR" is the standard used for exchange of telecommunications message information between telecommunications providers for billable, non-billable, sample, settlement and study data. EMR format is contained in BR-010-200-010 CRIS Exchange Message Record, a Telcordia document that defines industry standards for exchange message records.

- R. "Extended Area Service (EAS)/Local Traffic means traffic that is originated by an end user of one Party and terminates to an end user of the other Party as defined in accordance with Qwest's then current EAS/Local serving areas, as determined by the Commission.
- S. "Interconnection" is as described in the Act and refers to the connection of separate pieces of equipment, facilities, or platforms between or within networks for the purpose of transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic.
- T. "Interexchange Carrier" or "IXC" means a carrier that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services.
- U. "InterLATA" is a term used to describe telecommunications functions originating in one LATA and terminating in another.
- V. "IntraLATA" is a term used to describe telecommunications functions originating and terminating in the same LATA.
- W. "InterMTA" is a term used to describe telecommunications functions used by CMRS providers originating in one MTA and terminating in another.
- X. "Local Access and Transport Area (LATA)" denotes a geographical area established for the provision and administration of communications service. It encompasses one or more designated exchanges, which are grouped to serve common social, economic and other purposes.
- Y. "Local Calling Area (LCA)" is a geographic area defined by the MTA within which Carrier provides CMRS services where local interconnection rates apply excluding roaming traffic as defined in FCC First Report and Order 96-325 47CFR 51701 (b) (2).
- Z. "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.
- AA. "Major Trading Area (MTA)" is a geographic area established in Rand McNally's Commercial Atlas and Marketing Guide and used by the FCC in defining CMRS license boundaries for CMRS providers for purposes of Sections 251 and 252 of the Communications Act of 1934 as amended.
- BB. "MECAB" refers to the Multiple Exchange Carrier Access Billing (MECAB) document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), that functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document, published by Telcordia as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an access service provided by two or more LECs (including a LEC and a CLEC), or by one LEC in two or more states within a single LATA.

- CC. "MECOD" refers to the Multiple Exchange Carriers Ordering and Design (MECOD) Guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), that functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECOD document, published by Telcordia as Special Report SR STS-002643, establishes recommended guidelines for processing orders for access service that is to be provided by two or more LECs (including a LEC and a CLEC). It is published by Telcordia as SRBDS 00983.
- DD. "Meet-Point Billing" or "MPB" refers to an agreement whereby two LECs (including a LEC and CLEC) jointly provide switched access service to an Interexchange Carrier, with each LEC (or CLEC) receiving an appropriate share of the transport element revenues as defined by their effective access tariffs.
- EE. "Mid-Span Meet" is a point of interconnection between two networks, designated by two telecommunications carriers, at which one carrier's responsibility for service begins and the other carrier's responsibility ends.
- FF. "Mobile Switching Center (MSC)" may also be referred to as Personal Communications Switching Center (PCSC) or Wireless Switching Center (WSC). The MSC is a configuration of equipment designed to provide wireless service to a wireless subscriber. Typically the switching element is referred to as MSC and provides the connection of call to other subscribers or the first point of switching for Carrier's customers.
- GG. "Non-Local Calls" is the completion of InterMTA, Roaming and/or Jointly Provided Switched Access calls based on location of wireless subscriber and Qwest land line end users as defined in FCC First Report and Order 96-325 paragraph 1043, to which interconnection Access charges will be applicable.
- HH. "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.
- II. "NXX" means the fourth, fifth and sixth digits of a ten-digit telephone number.
- JJ. "Party" means either Qwest or Carrier and "Parties" means Qwest and Carrier.
- KK. "Point of Connection" or "POC" is a physical location where Carrier is interconnected with the Local Exchange Carrier Network.
- LL. "Point of Interface" or "POI" is a mutually agreed upon point of demarcation where the exchange of traffic between two LECs (including a LEC and a CLEC) takes place.

- MM. "Reciprocal Compensation Credit" for purposes of this Agreement is defined as a monetary credit for 2-way wireline to wireless traffic (except for Calling Party Pays) which is originated by a Qwest landline subscriber and terminates to a Wireless Carrier's subscriber within the LCA.
- NN. "Service Control Point" or "SCP" means a signaling end point that acts as a database to provide information to another signaling end point (i.e., Service Switching Point or another SCP) for processing or routing certain types of network calls. A query/response mechanism is typically used in communicating with an SCP.
- OO. "Serving Wire Center (SWC) denotes the Qwest office from which dial tone for local exchange service should, absent special arrangements such as FX (Foreign Exchange) or FCO (foreign Central Office) service be provided to Carrier.
- PP. "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.
- QQ. "Tariff Services" as used throughout this Agreement refers to Qwest interstate tariffs and state tariffs, price lists, price schedules and catalog.
- RR. "Telecommunications Carrier" means any provider of telecommunications services, except that such term does not include aggregators of telecommunications services (as defined in Section 226 of the Act). A Telecommunications Carrier shall be treated as a common carrier under the Act only to the extent that it is engaged in providing telecommunications services, except that the Commission shall determine whether the provision of fixed and mobile satellite service shall be treated as common carriage.
- SS. "Transit Traffic" is traffic that originates from one provider's network, "transits" another provider's network substantially unchanged, and terminates to yet another provider's network.
- TT. "Trunk Group" is a set of trunks of common routing, origin and destination and which serve a like purpose or function, e.g., a 2A Local Tandem Connection or a 2B High Usage Group Connection are each separate Trunk Groups.
- UU. "Wire Center" denotes a building or space within a building that serves as an aggregation point on a given carrier's network where transmission facilities are connected or switched. Wire Center can also denote a building where one or more Central Offices, used for the provision of Basic Exchange Telecommunications Services and Access Services, are located. However, for purposes of Collocation Service, Wire Center shall mean those points eligible for such connections as specified in the FCC Docket No. 91-141, and rules adopted pursuant thereto.
- VV. "Wireless" is communications services provided by a CMRS carrier in accordance with its CMRS license.

- WW. "Wireless Service Request " or "WSR" means the industry standard forms and supporting documentation used for ordering Access Services. The WSR will be used to order trunking and facilities between Carrier and Qwest for Wireless Interconnection Service.
- XX. "Wireline" is communications services provided by Qwest or other non-CMRS telecommunications carriers.
- YY. Terms not otherwise defined here, but defined in the Act or in regulations implementing the Act, shall have the meaning defined there.

IV. RECIPROCAL TRAFFIC EXCHANGE

A. Scope

1. Reciprocal traffic exchange addresses the exchange of traffic between Carrier subscribers and Qwest end users. If such traffic is local, the provisions of this Agreement shall apply. Reciprocal traffic exchange covered by this Agreement is for Wireless interconnection for CMRS carriers only in association with CMRS services. Other interconnections are covered by separate contract, tariff or price lists. Wireless interconnection hereunder is intended for wireless to wireline or wireline to wireless, but not wireline to wireline communications. Such Wireless interconnection will not be used to terminate other types of traffic on Qwest's network, such as wireline originated traffic. Any incidental services (e.g. directory assistance, operator services, etc.) will be billed at the standard rates for those services.
2. Western may interconnect its network facilities at any one (1) or more technically feasible points of interconnection. The Parties agree to interconnect at one (1) or more of Qwest's Tandem Switches (Type 2) or to Qwest's End Office Switches (Type 1 or Type 2), at Western's option. For each LATA in which Western wants to establish interconnection with Qwest, Western must establish at least one (1) physical point of interconnection in Qwest territory.
3. Interconnection Descriptions
 - a. Type 2 A Interconnections.
 - i. The Type 2A Local Interconnection connects Carrier's switch to a Qwest Local Tandem and exchanges traffic between Carrier and NXXs served by the end offices subtending the Local Tandem. This interconnection arrangement carries both first routed direct final traffic and traffic overflowed on an alternate final basis from a Type 2B High Use interconnection arrangement.

Traffic may not be exchanged between local tandems and access tandems as there is no inter-tandem trunking between them.

- ii. The Type 2A Access Tandem Interconnection connects Carrier's switch to a Qwest Access Tandem. An access tandem exchanges switched access traffic, toll tandem switched intraLATA toll, and local tandem exchanges traffic between Carrier and Qwest End Offices other than those subtending the associated Local Tandem. An interconnection is required to the toll tandem in the geographic area in which the Carrier has local service. Qwest will allow Interconnection for the exchange of local traffic at Qwest's access tandem without requiring Interconnection at the local tandem, at least in those circumstances when traffic volumes do not justify direct connection to the local tandem; and regardless of whether capacity at the access tandem is exhausted or forecasted to exhaust.

Local traffic may not be sent to one access tandem for termination to another access tandem, as there is not inter-tandem trunking between them for the delivery of EAS/Local and Local Calling Area Traffic.

- iii. Type 2A Equal Access Interconnection. This direct final route trunk group is used for the exchange of Interexchange carrier or operator access traffic. It is an interconnection with inband signaling using Feature Group D signaling protocol between a CMRS provider's switch and the Access Tandem serving the area in which the POC is located. The service enables the CMRS provider's subscribers to use their pre-subscribed Interexchange Carrier of choice. Equal Access trunks are available as one way out (mobile to land) and are not available as one way in (land to mobile), two-way or for paging trunks.

b. Type 2B High Use Interconnections.

The Type 2B High Use Interconnection is a direct, two-way trunk group interconnection between Carrier's switch 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. Carrier's and Qwest's local

traffic can be exchanged over this interconnection. It can also provide routing of Carrier-originated traffic to Feature Group A or Type 1 numbers residing within the Qwest End Office switch. Carrier will not route ancillary traffic or traffic terminating to Interexchange Carrier's via Feature Group B, C, or D through the Type 2B High Use interconnection. Type 2B High Use trunks are required when actual busy hour traffic exceeds 512 CCS to a Qwest end office.

- c. Type 2D Interconnection is a direct final trunk group between Carrier's switch and the Operator Services Tandem for delivery of Operator Services calls, Directory Assistance calls, and National Directory Assistance calls. Type 2D trunks are available as one way out mobile to land only and are not available for paging. SS7 or MF Signaling may be used.
- d. Ancillary Interconnection is a one way mobile to land connection between Carrier's switch and the Qwest Serving Wire Center of the POC which includes Qwest common transport to terminate calls for miscellaneous traffic including: Directory Assistance, Operator Services (collect, credit card, and Third Party Billed), Toll Free Services, and 911.
- e. Type 1 Interconnection

The Type 1 Interconnection is a trunk side connection with line treatment (except for a 2-wire analog loop, which is available as a line side connection). Each trunk is translated like a line. Blocks of telephone numbers will be assigned to Western from an NXX assigned to Qwest's End Office Switch. Reservation and implementation of numbers will be in blocks of 20 or 100.

Western shall establish Type 1 trunk groups to at least one Qwest End Office in each of the EAS/Local Calling Areas where Western provides service.

- f. Toll Blocking Service.

Selective Class of Call Screening (which restricts by operator identification outgoing toll calls to collect, third party billed, and credit card calls only), and when available and to the extent it is operational, Billed Number Screening (which prevents billing of incoming calls on a received collect or third number basis) are available to Carrier with the Type 1 interconnection. Any product having its own contractual terms and conditions separate from this Agreement is excluded from Toll Blocking Service.

B. Types of Traffic

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

1. EAS/Local and Local Calling Area Traffic as defined above.
2. Non-local traffic as defined above.
3. Switched access traffic, or interLATA toll traffic, as specifically defined in Qwest's state and interstate switched access tariffs, and generally identified as that traffic that originates at one of the Party's end users and terminates at an IXC point of presence, or originates at an IXC point of presence and terminates at one of the Party's end users, whether or not the traffic transits the other Party's network.
4. Transit traffic is any traffic other than switched access that originates from one Telecommunications Carrier's network, transits another Telecommunications Carrier's network, and terminates to yet another Telecommunications Carrier's network.

Transit service provides the ability for a Telecommunications Carrier to use its connection to a local or access tandem for delivery of calls that originate with a Telecommunications Carrier and terminate to a company other than the tandem company, such as another Competitive Local Exchange Carrier, an existing Exchange Carrier, or a wireless carrier. In these cases, neither the originating nor terminating end user is a customer of the tandem Telecommunications Carrier. The tandem Telecommunications Carrier will accept traffic originated by a Party and will terminate it at a point of interconnection with another local, intraLATA or interLATA network Telecommunications Carrier. This service is provided through local and access tandem switches.

5. Ancillary traffic includes all traffic destined for ancillary services, or that may have special billing requirements, including, but not limited to the following:
 - a. Directory Assistance
 - b. 911/E911
 - c. Operator call termination (busy line interrupt and verify)
 - d. 800/888
 - e. LIDB
 - f. Information services requiring special billing.
6. Unless otherwise stated in this Agreement, ancillary traffic will be exchanged in accordance with whether the traffic is Local, intraLATA, Toll, or Switched Access.

C. Types of Exchanged Traffic

1. Termination of EAS /Local and Local Calling Area Traffic.

Local traffic will be exchanged as Type 1 and/or Type 2 Service.

2. Transport of Local Traffic

As negotiated between the Parties, the exchange of local traffic between the Parties may occur in several ways:

- a. The Parties agree to use two-way trunking when technically feasible and agree to share proportionally in the cost of those facilities.
- b. Where one-way trunking is used, each Party will be solely responsible for the cost of that facility.
- c. Based on forecasted traffic at Carrier's busy hour in CCS, where there is a DS1's worth of traffic (512 CCS) between the Carrier switch and a Qwest end office, the Parties agree to provision a Type 2B dedicated (i.e., direct) two-way trunk group from the Carrier switch directly to the Qwest end office. To the extent that Carrier has established a collocation arrangement at a Qwest end office location, and has available capacity, the Parties agree that Carrier shall provide two-way Type 2B dedicated direct trunk facilities, unless one-way is technically required, from that end office to the Carrier switch. In all other cases, the direct facility may be provisioned by Qwest or Carrier or a third party. If both Carrier and Qwest desire to provision the facility and cannot otherwise agree, the Parties may agree to resolve the dispute through the submission of competitive bids.
- d. Telcordia document GR-145 - Core - Compatibility Information for Interconnection of a Wireless Services Provider and a Local Exchange Carrier Network, addresses blocking requirements for interconnection.

3. Transit Traffic.

- a. Qwest will accept traffic originated by Carrier and will terminate it at a point of interconnection with another CLEC, Exchange Carrier, Interexchange Carrier or Wireless Carrier. Qwest will provide this transit service through local and access tandem switches. Qwest may provide other network providers with Wireless interconnection usage reports on traffic which originated from Carrier when requested. Carrier may also provide Qwest with transit service.

- b. To the extent technically feasible for Type 2 Services, the Parties involved in transporting transit traffic will deliver calls to each involved network with CCS/SS7 protocol and the appropriate ISUP/TCAP message to facilitate full interoperability and billing functions. In all cases, the originating company is responsible to follow the EMR standard and to exchange records with both the transiting company and the terminating company, to facilitate the billing process to the originating network.
 - c. The Parties will use industry standards developed to handle the provisioning and billing of Switched Access by multiple providers (MECAB, MECOD and the Parties' FCC tariffs), including the one-time provision of notification to Carrier of the billing name, billing address and carrier identification codes of all interexchange carriers originating or terminating at each Qwest access tandem.
 - d. Reciprocal Compensation does not apply to Transit Traffic.
4. Non-Local Traffic.

Non-Local Traffic is InterMTA, Roaming and/or Jointly Provided Switched Access traffic. Non-Local Traffic includes, but is not limited to, traffic originated by one Party, carried by an IXC, and terminated by the other Party. Reciprocal Compensation does not apply to Non-Local Traffic. For convenience, the location of the initial cell site when a call begins shall be used as the determinant of the geographic location of the mobile customer.

D. Rate Structure - Local Traffic

- 1. Call Termination
 - a. The Parties agree that call termination rates as described in Section I, Reciprocal Compensation, will apply reciprocally for the termination of EAS/Local and Local Calling Area Traffic.
 - b. The Parties acknowledge that Carrier will initially serve all of the customers within a given LATA through a single Carrier switch. The Parties also acknowledge that Carrier may, in the future, deploy additional switches in each LATA. For purposes of call termination, the initial Carrier switch shall be treated as a tandem switch.
 - c. The Parties agree that Internet Service Provider (ISP) traffic between them will be *de minimus*. However, for compensation purposes for the exchange of ISP traffic the

Parties will not bill each other for this traffic during the term of this agreement.

2. Call Transport

For traffic terminated at a Qwest or Carrier tandem switch, the tandem call transport rates described in Section I, Reciprocal Compensation shall apply reciprocally. The tandem call transport rates provide for tandem switched transport and tandem switching.

3. Transport

- a. When one-way trunking to the other Party's end office for the termination of Wireless traffic is used, each Party will be responsible for its own expenses associated with the trunks and no transport charges will apply. Call termination charges shall apply as described above.
- b. Transport rate elements include the dedicated transport facilities between the POC and the terminating Party's tandem or end office switch. The applicable rates are described in Exhibit A.
- c. Dedicated transport facilities are provided as dedicated DS3, DS1 or DS0 facilities for the use of either Party between the Party's switch and the terminating end office or tandem switch.
- d. When two-way dedicated trunks are used, the compensation for such jointly used 'shared' facilities shall be adjusted as follows. The nominal compensation shall be pursuant to the rates for dedicated transport in Exhibit A. The actual rate paid to the provider of the dedicated trunk facility shall be in accordance with the Reciprocal Compensation Section of this Agreement.
- e. Multiplexing options are available at rates described in Exhibit A.

E. Rate Structure - Non-Local Traffic

Applicable Switched Access Tariff rates, terms, and conditions apply to non-local traffic routed to an access tandem, toll tandem, local tandem, or directly to an end office. Relevant rate elements include Direct Trunk Transport (DTT) or Tandem Switched Transport (TST), Interconnection Charge (IC), Local Switching, and Carrier Common Line, as appropriate.

F. Rate Structure - Transit Traffic

Transit Traffic rates apply for the use of Qwest's network to transport transit traffic. For transiting local traffic, the applicable local transit rate applies to the originating Party per Exhibit A. For transiting non-local traffic, the Parties will charge the applicable switched access rates to the responsible carrier.

G. Measuring Wireless Interconnection Minutes

1. Measured usage begins when Carrier's MSC is signaled by the terminating End Office that the call has been answered. Measured usage ends upon MSC recognition of disconnection by the earlier of Carrier's customer or the disconnection signal from the terminating End Office. Qwest will only charge Carrier for actual minutes of use and/or fractions thereof of completed calls. Minutes of use are aggregated at the end of the billing cycle and rounded to the nearest whole minute.
2. Where technically feasible, Qwest and Carrier are required to provide each other the proper call information (e.g., originated call party number and destination call party number, etc.) to enable each Party to issue bills in a complete and timely fashion.

H. Billing Parameters

1. Interconnection Access Traffic. The completion of Non-Local Calls based on location of wireless subscriber and Qwest landline end user traffic originating and terminating outside of the CMRS defined local calling area and for that roaming traffic, as defined in FCC First Report and Order 96-325 paragraph 1043, the rates found in the applicable Switched Access Tariff, intrastate or interstate are applicable. Relevant rates include Interconnection Charge (IC), Local Switching, Carrier Common Line, and Tandem Switched Transport.
2. Interconnection Facility. Interconnection may be accomplished through the provision of an Analog Loop or a DS1 or DS3 Entrance Facility. An Analog Loop or Entrance Facility extends from the Qwest Serving Wire Center to Carrier's Switch or POC. Analog Loops and Entrance Facilities may not extend beyond the serving area of the Qwest Serving Wire Center. The rates for Analog Loops and Entrance Facilities are provided in Exhibit A.
3. Dedicated Transport. When a Party's switch is beyond the serving area of the Qwest Serving Wire Center, dedicated transport extends the Interconnection facility to the tandem or end office. The interoffice facilities can be DS0, DS1 or DS3 digital systems. The dedicated transport rates are set forth in Exhibit A. Dedicated transport has one-time charges and recurring charges on a fixed basis, and recurring charges on a per mile basis. Monthly rates for

dedicated transport do not apply when Wireless Interconnection is on a SHNS ring.

Qwest will provide Direct Trunked Transport LATA-wide where facilities are available. If Direct Trunked Transport is greater than fifty (50) miles in length, and existing facilities are not available in either Party's network, and the Parties cannot agree as to which Party will provide the facility, the Parties will construct facilities to a mid-point of the span.

4. Call Termination. End office switching occurs at the end office serving the called landline number. It is assessed per minute of use to all traffic.
5. Multiplexing. Multiplexing performed at the serving wire center enables a DS1 NAC to be connected to a DS0 Dedicated Transport System. A DS3 system will be multiplexed down to a DS1 level in order to connect with the digital switch. One-time charges for multiplexing are incurred only when the multiplexing element is installed subsequent to the installation of the NAC.
6. Transiting Traffic. For traffic terminating to another network provider's switch on a local and access basis, Carrier will reimburse Qwest for tandem switching and tandem transport based on the rates listed in Exhibit A. Agreements between Carrier and the other network providers for termination are not covered by this representation. In all cases, the originating company is responsible to follow the EMR standard and to exchange records with both the transiting company and the terminating company, to facilitate the billing process to the originating network.
7. Call Transport - Tandem Switching and Transport. The interoffice facility between the tandem and the end office serving the dialed number. It is assessed per minute of use for all local and interconnection access Tandem traffic.

I. Reciprocal Compensation

1. The Parties agree that, because a traffic study performed by Qwest shows the traffic to be closely in balance, call termination and call transport compensation for EAS/Local and Local Calling Area Traffic shall be based upon the bill and keep mechanism, whereby neither Party charges the other Party for the termination of EAS/Local and Local Calling Area Traffic originated by the other Party. Bill and keep shall govern compensation for such traffic exchanged by the Parties in this state until the earlier of: (1) the expiration of this agreement, or (2) further action by the Federal Communications Commission, or a court of competent jurisdiction, vacates, replaces, modifies, or supersedes the applicable rules

adopted in Order on Remand and Report and Order, CC docket Nos. 96-98, 99-68, FCC 01-131 (rel. Apr. 27, 2001).

2. Reciprocal Compensation Credit Method of Billing.
 - a. A Party providing two-way dedicated facilities will pay the other Party the rates set forth in Exhibit A less 50%. Qwest will use its Reciprocal Compensation Credit Method of Billing to calculate the rate described above if Qwest is providing the two-way facility to Western based on the following criteria:

The Reciprocal Compensation Credit for two-way dedicated facility charges provided by Qwest shall be based on the rates listed on Exhibit A for three components: the Entrance Facility, Dedicated Transport (Mileage) and Multiplexing. The sum of these charges will be reduced by a factor of .50 (fifty percent) as a credit to reflect that the traffic on these facilities is relatively balanced. The two-way facility charges and the facilities credit will appear on the current month's bill to Western.
3. The effective date of Reciprocal Compensation between the Parties is October 14, 2003.

J. Miscellaneous Charges

The following miscellaneous charges found in Exhibit A apply.

- Due Date Change
- Design Change Charge
- Additional Engineering
- Additional Labor Installation
- Additional Labor Other
- Testing and Maintenance
- Maintenance of Service
- Nonscheduled Testing
- Nonscheduled Cooperative Testing
- Nonscheduled Manual Testing
- Additional Dispatch
- Cancellation of Service Order
- Expedited Order Charge

Reciprocal Compensation does not apply to Miscellaneous Charges. Cancellation charges will apply to cancelled Type 1 and Type 2 trunk orders, based upon the critical dates, terms and conditions in accordance with Exhibit A and the Trunk Nonrecurring Charges referenced in this Agreement.

K. Standard Billing Arrangement

Upon termination of Bill and Keep for EAS/Local and Local Calling Area Traffic, both Parties shall mutually agree, in advance, on the form and content of the bill prior to initiating such billing.

L. Type 2 Service Interface Code Availability and Optional Features

1. Interface Code Availability.

Supervisory Signaling specifications, and the applicable network channel interface codes for Type 2 Service trunks, are the same as those defined in Telcordia Reference Documents GR-145 - CORE & BR-795-403-100.

2. Optional Features

Inband MF or SS7 Out of Band Signaling.

Inband MF signaling and SS7 Out of Band Signaling are available for Type 2 Service trunks. MF signaling or SS7 Out-of-Band Signaling must be requested on the order for the new Type 2 Service trunks. Provisioning of the Type 2 Service trunks equipped with SS7 Out of Band Signaling is the same as that used for Feature Group D Switched Access. Common Channel Signaling Access Capability Service, as set forth in this Agreement, must be ordered by Carrier when SS7 Out-of-Band Signaling is requested on Type 2 Service trunks.

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

M. Testing

1. Acceptance Testing

At the time of installation of a Service trunk group, and at no additional charge, the Parties will cooperatively test the same parameters tested for terminating Feature Group D Switched Access Service. Please see Qwest's applicable switched access tariff for the specifications.

2. Testing Capabilities

- a. Terminating Type 2 Service testing is provided where equipment is available, with the following test lines: seven-digit access to balance (100 type), milliwatt (102 type), non-synchronous or synchronous, automatic transmission measuring (105 type), data transmission (107 type), loop-around, short circuit, open circuit, and non-inverting digital loopback (108 type).
 - b. In addition to Type 2 Service acceptance testing, other tests are available (e.g. additional cooperative acceptance testing, automatic scheduled testing, cooperative scheduled testing, manual scheduled testing, and non-scheduled testing) at the applicable rates found in Exhibit A, Miscellaneous Charges.
3. Reciprocal Compensation does not apply to testing.

N. Ordering

1. A POC Form, consistent with the sample form attached as Exhibit C, will be completed for each POC covered under this Agreement. Although not attached to this Agreement, all POC Forms shall be considered a part of this Agreement and are hereby incorporated by reference.
2. When ordering Type 2 Service, the ordering Party shall specify on the service order: 1) the type and number of interconnection facilities to terminate at the point of interconnection in the serving wire center; 2) the dedicated trunk transport; 3) the peak busy hour CCS from the Carrier end office; 4) the number of trunks to be provisioned at a local exchange office or tandem; 5) and any optional features (see form Exhibit B). When the ordering Party requests facilities, routing, or optional features different than those determined to be available, the Parties will work cooperatively in determining an acceptable configuration, based on available facilities, equipment and routing plans.
3. When the ordering Party initially orders a DS3 interconnection facility, in conjunction with a tandem or local exchange office, the provider will forward the appropriate DS1 facility record information necessary to identify the circuit facility assignment (CFA). On subsequent orders utilizing existing DS3 interconnection facilities, or DS3 dedicated trunk transport facilities, the provider will assign the DS1 facility to the DS3 interconnection facility or DS3 direct trunk transport facility, as directed by the ordering Party.
4. A joint planning meeting will precede Carrier and Qwest trunking orders. These meetings will result in the transmittal of Wireless Service Requests (WSRs) to initiate order activity. A Party requesting tandem interconnection will provide its best estimate of the traffic distribution to each end office subtending the tandem.

5. Service intervals and due dates for negotiated arrangements will be determined on an individual case basis.

O. Billing Arrangements

1. Where feasible, Qwest will provide recording and rating of mobile to land traffic exchanged over the Wireless interconnection. If data necessary for billing is lost, Qwest will estimate usage based on the previous three (3) months' usage.
2. To the extent each Party has such information, it will forward the appropriate recording and rating for transiting traffic. In all cases, the originating company is responsible for following the Exchange Message Record (EMR) standard and to exchange records with both the transiting company and the terminating company, to facilitate the billing process to the originating network.
3. For billing purposes, if either Party is unable to classify on an automated basis traffic delivered by Carrier as local or non-local, and, for non-local traffic, intrastate or interstate, Carrier will provide Qwest with a Percent Local Use (PLU) factor, which represents the estimated portion of total traffic delivered by Carrier to Qwest that originates and terminates within the same MTA, and a Percent Interstate Use (PIU) factor, which represents the estimated interstate portion of InterMTA traffic delivered by Carrier. Carrier agrees that it will not transport calls between MTA's during the term of this agreement, therefore the initial PLU factor of 100% will be applied to the measured mobile to land Carrier minutes of use terminated on Qwest's network to determine the local minutes of use for which Bill and Keep apply. The PIU factor is applied to the remaining non-local minutes of use to determine the portion of non-local minutes to be billed at interstate access rates as opposed to intrastate access rates. The PLU and PIU factors will be updated on an annual basis to commence one (1) year after the Commission approval of this Interconnection Agreement and thereafter updated on a semi-annual basis. Carrier will provide the PLU and PIU factors to Qwest thirty (30) days prior to their effective date.

Should Qwest terminate a call on Carrier's network, that, because Carrier's customer is roaming in another cellular system in another MTA in another state, the call will be routed on Carrier's own interstate facilities to the cellular system in which Carrier's customer is roaming (as defined in FCC First Report and Order 96-325 paragraph 1043), carrier will be charged interstate access charges by Qwest for such call. If, however, in this same situation Carrier routes the call to an Interexchange Carrier, as is the common practice, instead of using its own interstate facilities, then Carrier shall not be charged interstate access charges.

4. Qwest and Carrier desire to submit separate bills, pursuant to their separate tariffs, to interexchange carriers for their respective portions of jointly provided switched access service.
5. Based on the negotiated POI, the Parties will agree on a meet point percentage to enable the joint provisioning and billing of Switched Access Services to third parties in conformance with the Meet-Point Billing guidelines adopted by and contained in the Ordering and Billing Forum's MECAB and MECOD documents and referenced in Qwest's Switched Access Tariffs. The Parties understand and agree that MPB arrangements are available and functional only to/from Interexchange Carriers who directly connect with the tandem(s) that Carrier sub-tends in each LATA.
6. The Parties will use reasonable efforts, individually and collectively, to maintain provisions in their respective federal and state access tariffs, and/or provisions within the National Exchange Carrier Association ("NECA") Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.
7. As detailed in the MECAB document, Carrier and Qwest will exchange all information necessary to bill third parties for Switched Access Services traffic jointly handled by Carrier and Qwest via the meet point arrangement in a timely fashion. Information shall be exchanged in EMR format (Telcordia Standard BR 010-200-010, as amended) on magnetic tape or via a mutually acceptable electronic file transfer protocol. The Parties will exchange records pursuant to this paragraph without additional compensation.
8. The Parties will agree upon reasonable audit standards and other procedures as required to ensure billing accuracy.
9. Each company will bill the IXC's the appropriate rate elements in accordance with their respective interstate and intrastate tariffs, as follows:

<u>Rate Element</u>	<u>Billing Company</u>
Carrier Common Line	Dial Tone Provider
Local Switching	Dial Tone Provider
Interconnection Charge	Dial Tone Provider
Local Transport Termination	Based on negotiated BIP
Local Transport Facility (also called Tandem Transmission per mile)	Based on negotiated BIP
Tandem Switching	Access Tandem Provider
NAC Facility	Access Tandem Provider

10. For originating 800/888 traffic routed to an access tandem, the tandem provider will perform 800/888 database inquiry and

translation functions and bill the inquiry charge and translation charge (if any) to the interexchange carrier pursuant to tariff.

P. Mileage Measurement

Where required, the mileage measurement for DS0, DS1, or DS3 facilities is measured from the V&H coordinates of the Serving Wire Center of Carrier's POC to the V&H coordinates the Qwest tandem or end office. Carrier's mileage measurement will be twenty-five miles.

Q. Reserved for Future Use

V. INTERCONNECTION

A. Definition

1. "Interconnection" is the linking of the Qwest and Carrier networks for the mutual exchange of traffic and for Carrier access to unbundled network elements. Interconnection does not include the transport and termination of traffic. Interconnection is provided by virtual or physical collocation, Qwest's network facilities or Mid-Span Meet arrangements.
2. Qwest will provide interconnection with its network including, at a minimum; the line side of the local switch, the trunk side of the local switch, trunk interconnection points of the tandem switch, central office cross-connect points, and signaling transfer points necessary to exchange traffic, access call related databases and the points of access to unbundled network elements.

B. Mid-Span Meet POI

1. A Mid-Span Meet POI is a negotiated Point of Interface requiring new construction by Qwest and is limited to the Interconnection of facilities between one Party's Switch and the other Party's Switch. The actual physical Point of Interface and facilities used will be subject to negotiations between the Parties. Each Party will be responsible for its portion of the build to the Mid-Span Meet POI. These Mid Span Meet POIs will consist of facilities used for the Provisioning of one or two way Type1 and Type 2 and Jointly Provided Switched Access Interconnection trunks, as well as Ancillary trunks such as, OS, DA, and 911 trunk groups. Requests for negotiations of a Mid-Span Meet POI for Type 1 interconnection will be made through the Special Request Process as defined by Section XVI.

C. Collocation

Interconnection may be accomplished through either virtual or physical collocation. The terms and conditions under which collocation will be available are described in Section VI herein.

D. Quality of Interconnection

Qwest will not, for the purpose of interconnection, provide to Carrier facilities built to lesser standards than Qwest provides itself or in a manner less efficient than it would impose on itself. The quality of interconnection will be at least equal to that of Qwest.

Both Parties agree to manage their network switches in accordance with the Telcordia LSSGR. The acceptable service levels for Type 2 Service and the criteria for applying protective controls will be administered in the same manner as the network management for Switched Access Service.

E. Trunking Requirements for Type 1 Interconnection

1. The Parties agree to provide designed interconnection facilities that meet technical criteria and service standards, such as probability of blocking in peak hours and transmission standards, in accordance with industry standards.
2. Two-way trunk groups will be established when ever possible. Exceptions to this will be based on recording capabilities, signaling, and network requirements.
3. Trunk group connections will be made at an analog, DS0, DS1, or multiple DS1 level.
4. Inband Multifrequency (MF) wink start signaling will be used with Type 1. Pulse or DTMF signaling may be ordered where available through the Special Request Process as defined in Section XVI.

F. Trunking Requirements for Type 2 Interconnection

1. The Parties agree to provide designed interconnection facilities that meet technical criteria and service standards, such as probability of blocking in peak hours and transmission standards, in accordance with industry standards. If Carrier desires additional trunks, Qwest would charge full charges, without applying reciprocal compensation credits.
2. Two-way trunk groups will be established wherever possible. Exceptions to this provision will be based on billing, signaling, and network requirements. For example, (1) billing requirements - recording capabilities, and (2) network requirements - directory assistance traffic to TOPS tandems. The following is the current list of traffic types that require separate trunk groups, unless specifically otherwise stated in this Agreement. If Carrier becomes

a transit provider separate trunk groups as stated in F(2)(f) and F(2)(g) below shall apply.

- a. IntraLATA toll and switched access trunks
 - b. EAS/Local trunks
 - c. Directory Assistance trunks
 - d. 911/E911 trunks
 - e. Operator services trunks
 - f. Transit intraLATA toll
 - g. Transit local
 - h. Meet Point Billing Trunks (for the joint provision of switched access).
3. Two-way trunks are offered only where technically feasible. Mobile to land two-way trunks are only available where the Qwest switch can support the rating and billing of mobile to land traffic.
 4. Trunk group connections will be made at a DS1 or multiple DS1 level for exchange of EAS/Local, intraLATA toll, wireless/Commercial Mobile Radio Service, and switched access traffic. Ancillary service trunk groups will be made below a DS1 level, as negotiated.
 5. The Parties will provide Common Channel Signaling (CCS) to one another, where available, in conjunction with all Local/EAS Trunk Circuits. All CCS signaling parameters will be provided including calling party number (CPN), originating line information (OLI) calling party category, charge number, etc. All privacy indicators will be honored.
 6. Where CCS is not available, in-band multi-frequency (MF) wink start signaling will be provided. When the Parties interconnect via CCS for jointly provided switched access service, the tandem provider will provide MF/CCS interworking as required for interconnection with interexchange carriers who use MF signaling.
 7. The Parties will follow all Ordering and Billing Forum adopted standards pertaining to CIC/OZZ codes.
 8. Qwest will cooperate in the provision of TNS (Transit Network Selection) for the joint provision of switched access.
 9. Single Point of Presence (SPOP)
 - a. Single Point of Presence (SPOP) in the LATA is a Type 2 Interconnection trunking option that allows Western to establish one physical point of presence in the LATA in Qwest's territory. Qwest and Western may then exchange traffic at the SPOP utilizing trunking as described following.

- b. By utilizing SPOP in the LATA, Western can deliver both Exchange Access (IntraLATA Toll Non-IXC) and Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic and Exchange Service EAS/Local Traffic at Qwest's Access Tandem Switches. Western can also utilize Qwest's behind the tandem infrastructure to terminate traffic to specific end offices. The SPOP is defined as Western's physical point of presence.
- c. SPOP in the LATA includes an Entrance Facility (EF), Expanded Interconnect Channel Termination (EICT), or Mid Span Meet POI and Direct Trunked Transport (DTT) options available at both a DS1 and DS3 capacity.
- d. Where there is a Qwest local tandem serving an end office that Western intends to terminate traffic, the following conditions apply:
 - i. Western may interconnect for the exchange of Qwest Local/EAS Traffic at either the Qwest access tandem or the Qwest local tandem, at Western's option. When Western is interconnected at the access tandem and where there would be a DS1's worth of local traffic (512 CCS) between Western's switch and a Qwest local tandem or a Qwest end office subtending the Qwest access tandem, Western will order a direct trunk group to that Qwest Local tandem or end office.
 - (A). Qwest will allow interconnection for the exchange of Qwest local traffic at Qwest's access tandem without requiring interconnection at the local tandem, at least in those circumstances when traffic volumes do not justify direct connection to the local tandem.
 - (B). When a Western has an NXX that subtends a local tandem, but the anticipated traffic to and from the NXX is less than 1 DS1s (512 CCS) worth of traffic, Western may choose to use the access tandem for local traffic in the circumstances described above in V.F.9.d.i(A). Western will be required to submit an electronic letter on Western letterhead to Qwest stating at which local tandems they will not interconnect. This letter should include, the local tandem CLLI(s) and Western specific NPA-NXXs for the local tandems. In addition, Western will provide a revised electronic letter

to Qwest of any changes in the network configuration or addition/deletions of NPA-NXXs of the aforementioned local tandems.

- ii. Connections to a Qwest local tandem may be two-way or one-way trunks. These trunks will carry Exchange Service EAS/Local Traffic only.
 - iii. A separate trunk group to the Qwest access tandem is necessary for the exchange of non-local Exchange Access (IntraLATA Toll Non-IXC) traffic and jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic.
- e. Where there is no Qwest local tandem serving a Qwest end office, Western may choose from one of the following options:
- i. A two-way Western Type 2 trunk group to the Qwest access tandem for Western traffic terminating to, originating from, or passing through the Qwest network that combines Exchange Service EAS/ Local, Exchange Access (IntraLATA Toll Non-IXC) and Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic.
 - ii. A two-way Western Type 2 trunk group to the Qwest access tandem for Western Jointly Provided Switched Access (InterLATA and IntraLATA IXC) Traffic terminating to and originating from the IXC Feature Group (FG) A/B/D network through the Qwest network and an additional two-way trunk Group to the Qwest access tandem for the combined Exchange Service EAS/Local and Exchange Access (IntraLATA Toll Non-IXC) traffic terminating to, originating from, and transiting the Qwest network.
 - (A). If Western uses two way trunking, Qwest will send all Exchange Service EAS/Local, Exchange Access (IntraLATA Toll Non-IXC) and Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic delivered To the Qwest access tandem on the same combined trunk.
 - iii. A one-way terminating Western Type 2 trunk group to the Qwest access tandem for Western traffic destined to or through the Qwest network that combines Exchange Service EAS/Local, Exchange Access (Intra LATA Toll Non-IXC) and Jointly Provided

Switched Access (InterLATA and IntraLATA IXC) traffic.

- iv. Western may utilize a one-way Type 2 trunk group to the Qwest access tandem for Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic terminating to the IXC FG A/B/D network through the Qwest Network, and an additional one-way trunk group to the Qwest access tandem for the combined Exchange Service EAS/ Local, Exchange Access (IntraLATA Toll Non-IXC) traffic terminating to, originating from, and transiting the Qwest network.
 - (A). If Western orders either of the above one-way trunk options, Qwest will return the traffic via one combined Exchange Service EAS/ Local, and Exchange Access (IntraLATA Toll Non-IXC) trunk group.
- v. To the extent Qwest combines Exchange Service (EAS/Local), Exchange Access (IntraLATA Toll carried solely by Local Exchange Carriers), and Jointly Provided Switched Access (InterLATA and IntraLATA Calls exchanged with a third-party IXC) traffic on a single trunk group, Qwest, at Western's request, will declare a percent local use factor (PLU). Such PLU(s) will be verifiable with either call summary records utilizing Calling Party Number information for jurisdictionalization or call detail samples. Western should apportion per minute of use (MOU) charges appropriately.
- f. Qwest assumes Western will be originating traffic destined for end users served by each Qwest access tandem in the LATA, therefore, Western must order Type 2 trunking to each Qwest access tandem in the LATA to accommodate routing of this traffic. Additionally, when there is more than one Qwest access tandem within the LATA boundary, Western must order Type 2 trunking to each Qwest access tandem that serves its end-user customers' traffic to avoid call blocking. Alternatively, should Western accept the conditions as outlined in the SPOP Waiver (Exhibit D), Trunking will not be required to each Qwest access tandem in a Multi-access tandem LATA. Western needs trunking to each local tandem where they have a customer base if not utilizing the option of interconnecting at the access tandem for local as described in V.F.9.d.i.(A). The 512 CCS rule and other direct trunking requirements will apply for direct trunking to Qwest end offices.

- g. If Direct Trunked Transport is greater than 50 miles in length, and existing facilities are not available in either Party's network, and the Parties cannot agree as to which Party will provide the facility, the Parties will construct facilities to a mid-point of the span.
- h. Western will provide notification to all Co-Providers in the local calling areas of Western's change in routing when Western chooses to route its traffic in accordance with Qwest's SPOP interconnection trunking.
- i. Ordering
 - i. SPOP in a LATA will be ordered based upon the standard ordering process for the type of facility chosen. See the Qwest Interconnection and Resale Resource Guide for further ordering information.
 - ii. Western will issue ASR's denoting change activity for existing trunk groups converting to SPOP trunk groups in the same LATA.
 - iii. SPOP elements, such as EF; DTT; EICT; and multiplexing will be billed in accordance with the interconnection agreement (see Exhibit A).

G. Interconnection Forecasting

- 1. The Parties agree that during the first year of interconnection, joint forecasting and planning meetings will take place no less frequently than once per quarter.
- 2. The Parties shall establish joint forecasting responsibilities for traffic utilization over trunk groups. Intercompany forecast information must be provided by the Parties to each other four times a year. The quarterly forecasts shall include forecasted requirements for each trunk group identified in Paragraph F(2) of this Section. In addition, the forecast shall include, for tandem-switched traffic, the quantity of tandem-switched traffic forecasted for each subtending end office. The Parties recognize that, to the extent historical traffic data can be shared between the Parties, the accuracy of the forecasts will improve. Forecasts shall be for a minimum of three (current and plus-1 and plus-2) years;
 - a) The use of Common Language Location Identifier (CLLI-MSG), which are described in Telcordia documents BR 795-100-100 and BR 795-400-100;
 - b) A description of major network projects anticipated for the following six months that could affect the other Party. Major

network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecasting period. This planning will include the issues of network capacity, forecasting and compensation calculation, where appropriate.

3. If differences in quarterly forecasts of the Parties vary by more than 24 additional two-way trunks for each Local Interconnection Trunk Group, the Parties shall meet to reconcile the forecast to within 24 trunks.
4. If a direct final trunk group is under 75 percent of centum call seconds (CCS) capacity on a monthly average basis for each month of any three month period, either Party may request to resize the trunk group, which resizing will not be unreasonably withheld. If a resizing occurs, the trunk group shall not be left with less than 25 percent excess capacity. In all cases, grade of service objectives identified below shall be maintained.
5. Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

H. Service Interruptions.

1. Standards and procedures for notification of trunk disconnects will be jointly developed by the Parties. Neither Party shall be expected to maintain active status for a trunk disconnected by the other Party for an extended or indefinite period of time. Collectively, the Parties will use their best good faith efforts to complete and agree on such plan.
2. The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not: 1) interfere with or impair service over any facilities of the other Party; its affiliated companies, or its connecting and concurring carriers involved in its services; 2) cause damage to 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".
3. If either Party causes an Impairment of Service, as set forth in this Section, the Party whose network or service is being impaired (the "Impaired Party") shall promptly notify the Party causing the Impairment of Service (the "Impairing Party") of the nature and location of the problem. The Impaired Party shall advise the

Impairing Party that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service. If the Impairing Party is unable to promptly remedy the Impairment of Service, the Impaired Party may temporarily discontinue use of the affected circuit, facility or equipment.

4. When Carrier reports trouble to Qwest and no trouble is found in Qwest equipment, Carrier will be responsible for payment of service maintenance charges as specified in Exhibit A, for the period of time from when Qwest's personnel are dispatched to when Qwest work is completed. Failure of Qwest's personnel to find trouble in Qwest's service will not result in a charge if the trouble is actually in that service, but not discovered at that time. Conversely, if Qwest reports trouble to Carrier and no trouble is found in Carrier's equipment, Qwest will be responsible for payment of service maintenance charges for the period of time that Carrier's personnel are involved.
5. 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 Carrier.
6. Each Party shall be solely responsible, and bear the expense, for the overall design of its services. Each Party shall also be responsible for any redesign or rearrangement of its services that may be required because of changes in facilities, operations or procedures, minimum network protection criteria, and operating or maintenance characteristics of the facilities.
7. To facilitate trouble reporting and to coordinate the repair of the service provided by each Party to the other under this Agreement, each Party shall designate a Repair Center for such service.
8. Each Party shall furnish a trouble reporting telephone number for the designated Repair Center. 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. Alternative out-of-hours procedures shall be established to ensure access to a location that is staffed and has the authority to initiate corrective action.
9. Before either Party reports a trouble condition, they shall use their best efforts to isolate the trouble to the other's facilities.
 - a. In cases where a trouble condition affects a significant portion of the other's service, the Parties shall assign the same priority provided to other interconnecting carriers.

- b. The Parties shall cooperate in isolating trouble conditions.

VI. COLLOCATION

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

VII. UNBUNDLED ACCESS/ELEMENT

Qwest shall provide nondiscriminatory access to the unbundled network elements (UNEs) and UNE combinations in accordance with applicable law. Should Western request provision of appropriate UNE's, Qwest will provide them in accordance with the terms and conditions of its current Oregon SGAT through a separate amendment to this Agreement.

VIII. ANCILLARY SERVICES AND ARRANGEMENTS

Ancillary services as required by the Act will be addressed in separate agreements between the Parties. These include, but are not limited to Signaling Access to Call-Related Databases, Directory Assistance, Directory Listings, Busy Line Verify/Interrupt, Non-Local Traffic and Assistance Operator Services, LIDB, Access to Poles/Ducts/Conduits/Rights of Way, 800 and CMDS. Reciprocal Compensation does not apply to Ancillary Services and Arrangements.

IX. ACCESS TO OPERATIONAL SUPPORT SYSTEMS (OSS)

Qwest is developing a proposal for access to its Operational Support Systems (OSS) to meet the requirements of the FCC's 1st and 2nd Orders. Specific provisions related to OSS will be contained in a separate agreement between the Parties.

X. ACCESS TO TELEPHONE NUMBERS

Number Resources Arrangements.

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 (last published by the Industry Numbering Committee ("INC") as INC 95-0407-008, Revision 4/19/96, formerly ICCF 93-0729-010).
2. To the extent Qwest serves as Central Office Code Administrator for a given region, Qwest will support all CMRS requests related to central office (NXX) code administration and assignments in the manner required and consistent with the Central Office Code Assignment Guidelines. In each location where Carrier establishes

a POC for a Wireless interconnection Carrier may be assigned separate NXX codes to be contained at either Carrier's POC or MSC.

3. The Parties will comply with code administration requirements as prescribed by the Federal Communications Commission, the Commission, and accepted industry guidelines.
4. It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the Local Exchange Routing Guide (LERG) guidelines to recognize and route traffic to the other Party's assigned NXX codes at all times. 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.
5. Each Party shall be responsible for notifying its customers of any changes in numbering or dialing arrangements to include changes such as the introduction of new NPAs or new NXX codes.
6. Until an impartial entity is appointed to administer telecommunications numbering and to make such numbers available on an equitable basis, Qwest will assign NXX codes to CMRS in accordance with national guidelines at no charge.
7. Each Party is responsible for administering NXX codes assigned to it. Each Party is responsible for obtaining Local Exchange Routing Guide ("LERG") listings of CLLI codes assigned to its switches. Each party shall use the LERG published by Telcordia or its successor for obtaining routing information and shall provide all required information to Telcordia for maintaining the LERG in a timely manner. Both Parties will make all reasonable efforts to conserve numbers.

XI. CALL COMPLETION FROM QWEST OPERATORS

Qwest Operators will provide operator call completion and call completion and rating information and like assistance to any end user customer reaching Qwest Operators (including information for calls to Carrier' NXXs) in the same manner as they provide such services for end user customers served by Qwest NXXs and for calls involving only Qwest NXXs.

XII. QWEST DEX ISSUES

Qwest and Carrier agree that certain issues, such as yellow page advertising, directory distribution, access to call guide pages, yellow page listings, will be the subject of negotiations between Carrier and directory publishers, including Qwest Dex. Qwest acknowledges that Carrier may request Qwest to facilitate discussions between Carrier and Qwest Dex.

XIII. ACCESS TO DATABASES

In accordance with Section 271 of the Act, QWEST shall provide Carrier with interfaces to access Qwest's databases and associated signaling necessary for the routing and completion of Carrier traffic.

XIV. NOTICE OF CHANGES

If a Party makes a change in its network which it believes will materially affect the inter-operability of its network with the other Party, the Party making the change shall provide advance notice of such change to the other Party in accordance with the applicable FCC regulations. Such coordination will include, at a minimum, providing at least ninety (90) days advance written notice of the nature of the changes and when the changes will occur.

If the licensed service areas of QWEST or Carrier change, the Parties agree to negotiate in good faith any necessary modifications to this Agreement.

XV. REFERRAL ANNOUNCEMENT

Carrier will provide a voice intercept announcement or distinctive signals to the calling party when a call is directed to a number within a Carrier NXX that is not assigned by Carrier. When Carrier is not able to complete calls because of malfunction, Carrier will provide proper signaling to the calling party advising that the call cannot be completed. Carrier will provide supervisory tones or voice announcements to the calling party on all calls, consistent with standard industry practices.

XVI. SPECIAL REQUEST PROCESS

- A. The Special Request Process shall be used for the following requests:
1. Requesting specific product feature(s) be made available by Qwest that are currently available in a switch, but which are not activated.
 2. Requesting specific product feature(s) be made available by Qwest that are not currently available in a switch, but which are available from the switch vendor.
 3. Requesting a combination of Unbundled Network Elements that is a combination not currently offered by Qwest as a standard product and:
 - a. that is made up of UNEs that are defined by the FCC or the Commission as a network element to which Qwest is obligated to provide unbundled access, and;
 - b. that is made up of UNEs that are ordinarily combined in the Qwest network.

4. Requesting an Unbundled Network Element that does not require a technical feasibility analysis and has been defined by the FCC or the State Commission as a network element to which Qwest is obligated to provide unbundled access, but for which Qwest has not created a standard product, including, but not limited to, OC-192 (and such higher bandwidths that may exist) UDIT, EEL between OC-3 and OC-192 and new varieties of subloops.
- B. Any request that requires an analysis of Technical Feasibility shall be rejected.
 - C. A Special Request shall be submitted in writing and on the appropriate Qwest form, which is located on Qwest's website.
 - D. Qwest shall acknowledge receipt of the Special Request within two (2) business days of receipt.
 - E. Qwest shall respond with an analysis, including costs and timeframes, within fifteen (15) business days of receipt of the Special Request. In the case of UNE Combinations, the analysis shall include whether the requested combination is a combination of network elements that are ordinarily combined in the Qwest network. If the request is for a combination of network elements that are not ordinarily combined in the Qwest network, the analysis shall indicate to Western that if Western elects to pursue its request it will be an ICB request.
 - F. Upon request, Qwest shall provide Western with Qwest's supporting cost data and/or studies for Unbundled Network Elements that Western wishes to order within seven (7) business days, except where Qwest cannot obtain a release from its vendors within seven (7) business days, in which case Qwest will make the data available as soon as Qwest receives the vendor release. Such cost data shall be treated as Confidential Information, if requested by Qwest under the non-disclosure sections of this Agreement.

XVII. AUDIT PROCESS

- A. "Audit" shall mean the comprehensive review of:
 1. Data used in the billing process for services performed and facilities provided under this Agreement; and
 2. Data relevant to provisioning and maintenance for services performed or facilities provided by either of the Parties for itself or others that are similar to the services performed or facilities provided under this Agreement for interconnection or access to unbundled elements.

- B. The data referred to in subsection A.2., above, shall be relevant to any performance standards that are adopted in connection with this Agreement, through negotiation, arbitration or otherwise.

This Audit shall take place under the following conditions:

1. Either Party may request to perform an Audit.
 2. The Audit shall occur upon 30 business days written notice by the requesting Party to the non-requesting Party.
 3. The Audit shall occur during normal business hours.
 4. There shall be no more than one Audit requested by each Party under this Agreement in any 12-month period.
 5. The requesting Party may review the non-requesting Party's records, books and documents, as may reasonably contain information relevant to the operation of this Agreement.
 6. The location of the Audit shall be the location where the requested records, books and documents are retained in the normal course of business.
 7. All transactions under this Agreement which are over 24 months old will be considered accepted and no longer subject to Audit.
 8. Each Party shall bear its own expenses occasioned by the Audit, provided that the expense of any special data collection shall be born by the requesting Party.
 9. The Party requesting the Audit may request that an Audit be conducted by a mutually agreed-to independent auditor. Under this circumstance, the costs of the independent auditor shall be paid for by the Party requesting the Audit.
 10. In the event that the non-requesting Party requests that the Audit be performed by an independent auditor, the Parties shall mutually agree to the selection of the independent auditor. Under this circumstance, the costs of the independent auditor shall be shared equally by the Parties.
 11. The Parties agree that if an Audit discloses error(s), the Party responsible for the error(s) shall, in a timely manner, undertake corrective action for such error(s).
- C. All information received or reviewed by the requesting Party or the independent auditor in connection with the Audit is to be considered Proprietary Information as defined by this Agreement. The non-requesting Party reserves the right to require any non-employee who is involved

directly or indirectly in any Audit or the resolution of its findings as described above to execute a nondisclosure agreement satisfactory to the non-requesting Party. To the extent an Audit involves access to information of other competitors, Carrier and Qwest will aggregate such competitors' data before release to the other Party, to insure the protection of the proprietary nature of information of other competitors. To the extent a competitor is an affiliate of the Party being audited (including itself and its subsidiaries), the Parties shall be allowed to examine such affiliates' disaggregated data, as required by reasonable needs of the audit.

XVIII. AUDIOTEXT AND MASS ANNOUNCEMENT SERVICES

- A. The Parties agree that access to the audiotext, mass announcement and information services of each Party should be made available to the other Party upon execution of an agreement defining terms for billing and compensation of such calls. Services included in this category include 976 calls, whether flat rated or usage sensitive, intra-LATA 900 services and other intra-LATA 976-like services. Such calls will be routed over the Ancillary Trunks.
- B. Carrier and Qwest will work together in good faith to negotiate and execute the agreement for billing and compensation for these services within 90 days of the execution of this Agreement. The Parties agree that their separate agreement on audiotext and mass announcement services will include details concerning the creation, exchange and rating of records, all of which will occur without any explicit charge between the Parties, as well as a process for the handling of uncollectables so that the originating Party does not have any responsibility for uncollectables.
- C. Until such time that such an agreement is executed, Carrier may choose to block such calls, or Carrier will agree to back-bill and compensate retroactively for such calls once the subsequent agreement is executed retroactive to the effective date of this Agreement.

- 1. Usage Sensitive Compensation.

All audiotext and mass announcement calls shall be considered toll calls for purposes of reciprocal compensation between the Parties. Compensation will be paid based on the compensation for toll calls referenced in this Agreement with respect to reciprocal compensation between the Parties, except that such compensation shall be paid by the Party terminating the call, rather than the Party originating the call.

- 2. Billing and Collection Compensation.

Billing and collection compensation will be dealt with in the agreement referenced in this section.

XIX. LOCAL INTERCONNECTION DATA EXCHANGE FOR BILLING

- A. There are certain types of calls or types of interconnection that require exchange of billing records between the Parties, including, for example, alternate billed and Toll Free Service calls. The Parties agree that all call types must be routed between the networks, accounted for, and settled among the parties. Certain calls will be handled via the Parties' respective operator service platforms. The Parties agree to utilize, where possible and appropriate, existing accounting and settlement systems to bill, exchange records and settle revenue.
- B. The exchange of billing records for alternate billed calls (e.g., calling card, bill-to-third number, and collect) will be distributed through the existing CMDS processes, unless otherwise separately agreed to by the Parties.
- C. Inter-Company Settlements ("ICS") revenues will be settled through the Calling Card and Third Number Settlement System ("CATS"). Each Party will provide for its own arrangements for participation in the CATS processes, through direct participation or a hosting arrangement with a direct participant.
- D. Non-ICS revenue is defined as collect calls, calling card calls, and billed to third number calls which originate on one service provider's network and terminate on another service provider's network in the same Local Access Transport Area ("LATA"). The Parties agree to negotiate and execute an Agreement within 30 days of the execution of this Agreement for settlement of non-ICS revenue. This separate arrangement is necessary since existing CATS processes do not permit the use of CATS for non-ICS revenue. The Parties agree that the CMDS system can be used to transport the call records for this traffic.
- E. Both Parties will provide the appropriate call records to the intraLATA Toll Free Service Provider, thus permitting the Service Provider to bill its subscribers for the inbound Toll Free Service. No adjustments to bills via tapes, disks or NDM will be made without the mutual agreement of the Parties.

XX. RESERVED FOR FUTURE USE

XXI. SERVICE STANDARDS

- A. Definitions

When used in this Section, the following terms shall have the meanings indicated.

- 1. "Specified Performance Commitment" means the commitment by Qwest to meet the Performance Criteria for any Specified Activity during the Specified Review Period.

2. "Specified Activity" means any of the following activities:
 - a. Installation Activities -- apply to resold services, unbundled loops, unbundled switching, and interim number portability:
 - i. Installation Intervals Offered (measured from application date to original due date);
 - ii. Installation Commitments Met;
 - iii. Installation Reports within 7 days (percent of reports per total of new, to or change orders).
 - b. Repair Activities -- apply to resold service, unbundled loops, unbundled switching, and interim number portability:
 - i. Out of Service Cleared in Less Than 24 Hours (percent of total out of service reports);
 - ii. Report Rate per 100 Access Lines;
 - iii. Repair Commitments Met;
 - iv. Out of Service and Service Affecting Cleared in Less than 48 Hours;
 - v. Repair Repeat Reports within 30 Days (Percent of Repeats per 100 Access Lines).
 - c. Trunking Activities -- includes interconnection trunks:
 - i. Defects per 1 Million Calls (Dedicated Facilities/Trunkside only).
3. "Performance Criteria" means, with respect to a Specified Review Period (i.e., a calendar month or quarter), the performance by Qwest for the specified activities for Carrier will meet or exceed the average performance by Qwest for the total universe of specified activities.

B. Failure to Meet the Performance Criteria. If during a Specified Review Period, Qwest fails to meet the performance criteria, Qwest will use its best efforts to meet the Performance Criteria for the next Specified Review Period. If Qwest fails to meet the performance criteria for two consecutive periods, the Parties agree, in good faith, to attempt to resolve such issues through negotiation or non-binding arbitration. This paragraph shall not be construed to waive either Party's right to seek legal or regulatory intervention as provided by state or federal law. Carrier may seek

regulatory or other legal relief including requests for specific performance of Qwest's obligations under this Agreement.

- C. Limitations. Qwest's failure to meet or exceed the Performance Criteria cannot be as a result, directly or indirectly, of a Delaying Event. A "Delaying Event" means (a) a failure by Carrier to perform any of its obligations set forth in this Agreement, (b) any delay, act or failure to act by a Customer, agent or subcontractor of Carrier or (c) any Force Majeure Event. If a Delaying Event prevents Qwest from performing a Specified Activity, then such Specified Activity shall be excluded from the calculation of Qwest's compliance with the Performance Criteria.
- D. Records. Qwest shall maintain complete and accurate records, for the Specified Review Period of its performance under this Agreement for each Specified Activity and its compliance with the Performance Criteria. Qwest shall provide to Carrier such records in a self-reporting format. The parties agree that such records shall be deemed "Proprietary Information".
- E. Cost Recovery. Qwest reserves the right to recover the costs associated with the creation of the above reports and standards through a future proceeding before a regulatory body. Such a proceeding may address a wide range of implementation costs not otherwise recovered through charges established herein.

XXII. MISCELLANEOUS TERMS

A. General Provisions

- 1. Each Party is individually responsible to provide facilities within its network which are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in the standard format compatible with the other Party's network and to terminate the traffic it receives in that standard format or the proper address on its network. Such facility shall be designed based upon the description and forecasts provided under this Agreement. 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.
- 2. 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 Customers, and each Party may discontinue or refuse service if the other Party violates this provision. Upon such violation, either Party shall provide the other Party notice of such violation, if practicable, at the earliest practicable time.

3. Each Party is solely responsible for the services it provides to its Customers and to other Telecommunications Carriers.
4. 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.

B. Term of Agreement

1. This Agreement shall be effective as of the effective date of commission approval of this Interconnection Agreement and shall remain in effect for a period of 3 years, and thereafter shall continue in force and effect unless and until a new agreement, addressing all of the terms of this Agreement, becomes effective between the Parties. The Parties agree to commence negotiations on a new agreement no later than 2 1/2 years after this Agreement becomes effective. This Agreement shall become effective pursuant to Sections 251 and 252 of the Act.
2. This Agreement will terminate upon a revocation or other termination of either Party's governmental authority to provide the services contemplated by this Agreement. If the authority is temporarily suspended, exchange of traffic will cease only during the suspension if the suspended Party otherwise is and remains in full compliance under this Agreement.

C. Most Favored Nation Terms and Treatment

The Parties agree that the provisions of Section 252(i) of the Act shall apply, including state and federal interpretive regulations in effect from time to time.

D. Payment

1. Amounts payable under this Agreement are due and payable within thirty (30) days after the date of invoice. Billing and collection of usage charges by either Party from its customers shall have no bearing on the amount or timeliness of either Party's payment obligation to the other Party.
2. Unless otherwise specified in this Agreement, any amount due and not paid by the due date stated above shall be subject to the late payment factor of the Intrastate Access Service Tariffs, General Regulations for the state in which the Service is rendered.
3. Should either Party dispute any portion of the monthly billing under this Agreement, that Party will notify the other Party in writing within thirty (30) days of the receipt of such billing, identifying the amount and details of such dispute. The Parties shall pay all undisputed

amounts due. The Parties agree to expedite the investigation of any disputed amounts in an effort to resolve and settle the dispute prior to initiating any other rights or remedies. Should the dispute be found in Carrier's favor, Qwest will reimburse Carrier the resolved amount plus interest from the date of payment at the late payment factor of the Intrastate Access Service Tariffs, General Regulations for the state in which the service is rendered.

4. If Carrier is repeatedly delinquent in making its payments, Qwest may, in its sole discretion, require a deposit to be held as security for the payment of charges. "Repeatedly delinquent" means being thirty (30) days or more delinquent for three (3) consecutive months. The deposit may not exceed the estimated total monthly charges for a two (2) month period. The deposit may be a cash deposit, a letter of credit with terms and conditions acceptable to Qwest in its sole discretion, or some other form of mutually acceptable security.
5. Interest will be paid on cash deposits at the rate applying to deposits under applicable Commission rules, regulations, or tariffs. Cash deposits and accrued interest will be credited to Carrier's account or refunded, as appropriate, upon the earlier of the termination of this Agreement or one full year of timely payments in full by Carrier. The fact that a deposit has been made does not relieve Carrier from any requirements of this Agreement.

E. Taxes

Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's 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. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party.

F. 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, equipment failure, power blackouts,

volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (collectively, a "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.

G. Limitation of Liability

1. Each Party shall be liable to the other for direct damages for any loss, defect or equipment failure resulting from the causing Party's conduct or the conduct of its agents or contractors in performing the obligations contained in this Agreement.
2. Neither Party shall be liable to the other under this Agreement 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.
3. Nothing contained in this Section shall limit either Party's liability to the other for willful or intentional misconduct, including its gross negligence, or its repeated breach of any one or more of its material obligations under this agreement.
4. Nothing contained in this Section shall limit either Party's obligations of indemnification as specified in the Indemnity Section of this Agreement.

H. Indemnity

1. With respect to third party claims, 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, costs and attorneys' fees, whether suffered, made, instituted, or asserted by any other party or person, for invasion of privacy, personal injury to or death of any person or persons, or for loss, damage to, or destruction of property, whether or not owned by others, resulting from the indemnifying Party's performance, breach of Applicable Law, or status of its employees, agents and subcontractors; or for failure to perform under this Agreement, regardless of the form of action.
2. The indemnification provided herein shall be conditioned upon:

- a. 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.
- b. 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.
- c. 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.

I. Intellectual Property

1. Each Party hereby grants to the other Party the limited, personal and nonexclusive right and license to use its patents, copyrights and trade secrets but only to the extent necessary to implement this Agreement or specifically required by the then applicable federal and state rules and regulations relating to interconnection and access to telecommunications facilities and services, and for no other purposes. Nothing in this Agreement shall be construed as the grant to the other Party of any rights or licenses to trademarks.
2. The rights and licenses under Section J.1. above are granted "AS IS" and the other Party's exercise of any such right and license shall be at the sole and exclusive risk of the other Party. Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other based on or arising from any claim, demand, or proceeding (hereinafter "claim") by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision of any facilities by either Party under this Agreement constitutes infringement, or misuse or misappropriation of any patent, copyright, trade secret, or any other proprietary or intellectual property right of any third party.
3. Carrier shall not, without the express written permission of Qwest, state or imply that; 1) Carrier is connected, or in any way affiliated with Qwest or its affiliates, 2) Carrier is part of a joint business association or any similar arrangement with Qwest or its affiliates, 3) Qwest and its affiliates are in any way sponsoring, endorsing or certifying Carrier and its goods and services, or 4) with respect to Carrier advertising or promotional activities or materials, that the

resold goods and services are in any way associated with or originated from Qwest or any of its affiliates. Nothing in this paragraph shall prevent Carrier from truthfully describing the network elements it uses to provide service to its customers.

4. 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. Carrier may not use any patent, copyright, logo, trademark, trade name, trade secret or other intellectual property right of Qwest or its affiliates without execution of a separate agreement between the Parties.
5. Notwithstanding the above, unless otherwise prohibited by Qwest pursuant to an applicable provision herein, Carrier may use the phrase "Carrier is a reseller of Qwest services" (the "Authorized Phrase") in Carrier's printed materials provided:
 - a. The Authorized Phrase is not used in connection with any goods or services other than Qwest services resold by Carrier.
 - b. Carrier's use of the Authorized Phrase does not, in Qwest's sole discretion, cause customers to believe that Carrier is Qwest.
 - c. The Authorized Phrase, when displayed, appears only in text form (Carrier 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 Carrier's name and in no even shall exceed 8 point size.
 - d. Carrier shall provide all printed materials to Qwest for its prior written approval.
 - e. If Qwest determines that Carrier's use of the Authorized Phrase causes customer confusion, Qwest may in its sole discretion, immediately terminate Carrier's right to use the Authorized Phrase.
 - f. Upon termination of the Carrier'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 Carrier shall immediately cease any and all such use of the Authorized Phrase. Carrier shall either promptly return to QWEST or destroy all materials in its possession or control displaying the Authorized Phrase.

6. Carrier acknowledges the value of the marks "Qwest" and "Qwest Communications" (the "Marks") and the goodwill associated therewith and acknowledges that such goodwill is a property right belonging to Qwest Communications International Inc. and Qwest respectively (the "Owners"). Carrier recognizes that nothing contained in this Agreement is intended as an assignment or grant to Carrier of any right, title or interest in or to 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 and is not assignable. Carrier will do nothing inconsistent with the Owners' ownership of the Marks, and all rights, if any, that may be acquired by use of the Marks shall inure to the benefit of the Owners. Carrier will not adopt, use (other than as authorized herein,) register or seek to register any mark anywhere in the world which is identical or confusingly similar to the Marks or which is so similar thereto as to constitute a deceptive colorable imitation thereof or to suggest or imply some association, sponsorship, or endorsement by the Owners. The Owners make no warranties regarding ownership of any rights in or the validity of the Marks.

J. Warranties

NOTWITHSTANDING ANY OTHER PROVISION OF 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.

K. Assignment

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 provided that each Party may assign this Agreement to a corporate affiliate or an entity under its common control or an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer. 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.

L. Default

If either Party defaults in the payment of any amount due hereunder, or if either Party violates any other provision of this Agreement, and such default or violation shall continue for thirty (30) days after written notice thereof, the other Party may seek legal and/or regulatory relief. 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.

M. 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.

N. Severability

The Parties recognize that the FCC is promulgating rules addressing issues contained in this Agreement. In the event that any one or more of the provisions contained herein shall for any reason be held to be unenforceable in any respect under law or regulation, the parties will negotiate in good faith for replacement language. If replacement language cannot be agreed upon, either party may seek regulatory intervention, including negotiations pursuant to Sections 251 and 252 of the Act.

O. Nondisclosure

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 customer specific, facility specific, or usage specific information, other than customer information communicated for the purpose of publication or directory database inclusion, 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.

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.
3. Each Party shall keep all of the other Party's Proprietary Information confidential and shall use the other Party's Proprietary Information only in connection with this Agreement. Neither Party shall use the other Party's Proprietary Information for any other purpose except upon such terms and conditions as may be agreed upon between the Parties in writing.
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 made public by the receiving Party pursuant to applicable law or regulation provided that the receiving Party shall give sufficient notice of the requirement to the disclosing Party to enable the disclosing Party to seek protective orders.
5. Notwithstanding the foregoing, the Parties acknowledge that certain Proprietary Information relating to usage and traffic termination data may be released, without the consent of the disclosing Party, to any third party carrier (i.e., ILEC, CLEC, or IXC) which terminates traffic

on its network originated by Carrier's subscriber and transited through Qwest's network. The release shall be conditioned upon Qwest having a similar non-disclosure agreement with that third party carrier.

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 date of this Agreement.

P. Survival

The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

Q. Dispute Resolution

If any claim, controversy or dispute between the Parties, their agents, employees, officers, directors or affiliated agents ("Dispute") cannot be settled through negotiation, it shall be resolved by arbitration conducted by a single arbitrator engaged in the practice of law, under the then current rules of the American Arbitration Association ("AAA"). The Federal Arbitration Act, 9 U.S.C. Secs. 1-16, not state law, shall govern the arbitrability of all Disputes. The arbitrator shall not have authority to award punitive damages. All expedited procedures prescribed by the AAA rules shall apply. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Each Party shall bear its own costs and attorneys' fees, and shall share equally in the fees and expenses of the arbitrator. The arbitration shall occur in Portland, Oregon or a location mutually agreed to by the Parties. Nothing in this Section shall be construed to waive or limit either Party's right to seek relief from the Commission, the Federal Communications Commission, or from any body of competent jurisdiction as provided by state or federal law.

No Dispute, regardless of the form of action, arising out of this Agreement, may be brought by either Party more than two (2) years after the cause of action accrues.

R. Controlling Law

This Agreement was negotiated by the Parties in accordance with the terms of the Act and the laws of the state where service is provided hereunder. It shall be interpreted solely in accordance with the terms of the Act and the applicable state law in the state where the service is provided.

S. Joint Work Product

This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

T. Responsibility for Environmental Contamination

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.

U. Notices

Any notices required by or concerning this Agreement shall be sent to the Parties at the addresses shown below:

Qwest Corporation
Director of Interconnection Compliance
1801 California St., Rm. 2410
Denver, Colorado 80202
Phone: 303-896-2707, Fax: 303-896-1287

Western Radio Services Co.
114 N.E. Penn Avenue
Bend, Oregon 97701
Phone: 541-389-5286, Fax: 541-389-9856

Each Party shall inform the other of any changes in the above addresses.

V. 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 or, (ii) waste resulting therefrom 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.

W. No Third Party Beneficiaries

Except as may be specifically set forth in this Agreement, this Agreement does not provide and shall not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other privilege.

X. Referenced Documents

All references to Sections, Exhibits, and Schedules shall be deemed to be references to Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. Whenever any provision of this Agreement refers to a technical reference, technical publication, Carrier practice, Qwest practice, any publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated into this agreement, it will be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successors) of such document that is in effect, and will include the most recent version or edition (including any amendments, supplements, addenda, or successors) of each document incorporated by reference in such a technical reference, technical publication, Carrier practice, Qwest practice, or publication of industry standards (unless Carrier elects otherwise). Should there be any inconsistency between or among publications or standards, Carrier shall elect which requirement shall apply.

Y. Publicity and Advertising

Neither Party shall publish or use any advertising, sales promotions or other publicity materials that use the other Party's logo, trademarks or service marks without the prior written approval of the other Party.

Z. Amendment

Carrier and Qwest may mutually agree to amend this Agreement in writing. Since it is possible that amendments to this Agreement may be needed to fully satisfy the purposes and objectives of this Agreement, the Parties agree to work cooperatively, promptly and in good faith to negotiate and implement any such additions, changes and corrections to this Agreement.

AA. 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.

BB. Headings of No Force or Effect

The headings of Articles and Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

CC. Cancellation Charges

Except as otherwise provided in any applicable tariff or contract referenced herein, no cancellation charges shall apply.

DD. Regulatory Approval

The Parties understand and agree that this Agreement will be filed with the Commission and may thereafter be filed with the FCC and shall, at all times, be subject to review by the Commission or the FCC. In the event any such review rejects any portion of this Agreement, renders it inoperable or creates any ambiguity of requirement for further amendment, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification.

EE. Compliance

Each Party shall comply with all applicable federal, state, and local laws, rules and regulations applicable to its performance under this Agreement.

FF. Compliance with the Communications Law Enforcement Act of 1994 (“CALEA”)

Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with 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.

GG. Entire Agreement

This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral or written agreements, representations,

statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.

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

Western Radio Services Co.

Qwest Corporation

Signature

Signature

Name Printed/Typed

L.T. Christensen

Name Printed/Typed

Title

Director-Interconnection Agreements

Title

Date

Date

**Wireless Type 1 Exhibit A
Oregon**

Select the appropriate type of contract below. For		EAS / Local Traffic			Notes			
		Reciprocal			REC	Mile	REC	NRC
New		Recurring	Recurring per Mile	Non-recurring				
Interconnection								
6.0	Interconnection Facility Option							
6.1	Intentionally Left Blank							
6.2	Intentionally Left Blank							
6.3	Reciprocal Compensation							
6.3.1	Interconnection Facility Options							
6.3.1.1	Entrance Facilities							
6.3.1.1.1	Analog 2-Wire		\$22.48		\$291.77			
6.3.1.1.2	Analog 4-Wire		\$44.95		\$291.77			
6.3.1.1.3	DS1		\$87.37		\$354.56			
6.3.1.2	Connectivity							
6.3.1.2.1	Analog per channel		\$18.21					
6.3.1.2.2	DS1 per facility		\$37.20					
	Per DS1 on a DS3		\$37.20					
6.3.1.3	Dial Outpulsing							
6.3.1.3.1	Analog 2-Wire				\$184.94			
6.3.1.3.2	Analog 4-Wire or Digital				\$184.94			
6.3.1.4	Channel Performance							
6.3.1.4.1	Loop Start		\$7.51					
6.3.1.4.2	Ground Start		\$5.81					
6.3.1.4.3	Loop with Reverse Battery		\$4.67					
6.3.2	Trunk Nonrecurring Charges							
6.3.2.1	DS0 Interface first trunk							
6.3.2.1.1	Manual				\$364.19			
6.3.2.1.2	Mechanized				\$313.49			
6.3.2.2	DS0 Interface Each Additional Trunk							
6.3.2.2.1	Manual				\$44.96			
6.3.2.2.2	Mechanized				\$44.96			
6.3.2.3	DS1 Interface First Trunk							
6.3.2.3.1	Manual				\$338.80			
6.3.2.3.2	Mechanized				\$288.11			
6.3.2.4	DS1 Interface Each Additional Trunk							
6.3.2.4.1	Manual				\$23.55			
6.3.2.4.2	Mechanized				\$23.55			
6.3.3	Multiplexing							
6.3.3.1	DS1 To DS0							
6.3.3.1.1	Manual		\$212.76		\$165.28			
6.3.3.1.2	Mechanized				\$97.28			
6.3.4	Direct Trunk Transport							
6.3.4.1	Analog/DS0							
6.3.4.1.1	Over 0 to 8 Miles		\$19.74	\$0.09				
6.3.4.1.2	Over 8 to 25 Miles		\$19.74	\$0.08				
6.3.4.1.3	Over 25 to 50 Miles		\$19.74	\$0.11				
6.3.4.1.4	Over 50 miles		\$19.74	\$0.08				
6.3.4.2	DS1							
6.3.4.2.1	Over 0 to 8 Miles		\$37.94	\$0.49				
6.3.4.2.2	Over 8 to 25 Miles		\$37.94	\$0.85				
6.3.4.2.3	Over 25 to 50 Miles		\$37.94	\$1.16				
6.3.4.2.4	Over 50 miles		\$37.94	\$1.17				

Note: Rates for miscellaneous charges, maintenance and repair, Non-local traffic, Transit and Jointly Provided Switched Access are shown on Wireless Type 2 Exhibit A.

**EXHIBIT B
ENGINEERING REQUIREMENTS
TRUNK FORECAST FORMS**

**INTERCONNECTION CHECKLIST
MEET POINT**

DATE OF MEETING:

Interconnector Information

Name:	
Address:	
City, State, Zip:	
Technical Contact Person:	
Technical Contact Person Telephone #:	
Qwest Negotiator:	
Qwest Negotiator Telephone #:	
Desired U S WEST Central office	
CLLI:	
Central Office address:	
City, State:	
Meet Point Address:	

Equipment

Manufacture/ model#	Quantity	

Cable Makeup

Number of cables:	
Number of fibers per cable:	
Distance from Qwest to Meet Point	
Distance from Carrier to Meet Point	

Service Requirements

	Year 1	Year 2	Year 3
--	--------	--------	--------

DS3			
DS1			

Remarks:

Please attach a sketch of the requested meet point arrangement:

**EXHIBIT B -- PAGE 2
INTERCONNECTION CHECKLIST
ADDITIONAL TRUNKING**

Interconnector Information

Name:	
Address:	
City, State, Zip:	
Technical Contact Person:	
Technical Contact Person Telephone #:	
Qwest Negotiator:	
Qwest Negotiator Telephone #:	
Desired Central office (TANDEM)	
CLLI:	
Central Office address:	
City, State:	
Meet Point Address:	

Service Requirements

	Year 1	Year 2	Year 3
Qwest End Office:			
- Terminating CCS (peak busy hr)			
- Number Portability:			
Arrangements			
Call paths per # ported			
Qwest End Office:			
- Terminating CCS (peak busy hr)			
- Number Portability:			
Arrangements			
Call paths per # ported			
Qwest End Office:			
- Terminating CCS (peak busy hr)			
- Number Portability:			
Arrangements			
Call paths per # ported			
Qwest End Office:			

- Terminating CCS (peak busy hr)			
- Number Portability:			
Arrangements			
Call paths per # ported			

Remarks:

Please attach a sketch of the agreed upon meet point arrangement

**EXHIBIT C
POINT OF CONNECTION (POC)**

Legal Entity: _____

Effective Date _____

Type 2A

Carrier's POC:

Qwest's Serving Wire Center:

V = _____ H = _____

V = _____ H = _____

CLLI Code: _____

CLLI Code: _____

NXX _____

SERVING ARRANGEMENT:

The interconnection provided by the Agreement is represented by the following:

Qwest Local CLLI

Qwest Ancillary CLLI

Qwest Non-Local Traffic CLLI

Type of TRUNKS

Type of TRUNKS

Type of Trunks

Local Calling Area Information - City & State

BILLING INFORMATION:

Actual Billing _____

1997 Estimate Billing _____ Assumed

Minutes of Use _

Zone 1____ 2____ 3____

Multiplexing N/A ____ DS1 to DS0 ____ DS3 to DS1 ____.

DEDICATED TRANSPORT:

Number of miles to Local Tandem _____

Number of miles to Access Tandem _____

Note: If this interconnection is local only, all intraLATA non-local traffic and ancillary traffic will be handled on their existing non-local traffic and ancillary interconnection as described below:

Access Tandem CLLI Code _____ Ancillary End Office
CLLI Code_____

**EXHIBIT D
SINGLE POINT OF PRESENCE WAIVER**

Qwest will waive the requirement for Western to connect to each Qwest Access Tandem in the LATA with this waiver amendment.

Western certifies that it will not originate any traffic destined for subtending offices of Qwest's Access Tandems for which Western seeks a waiver. Or, if Western does originate such traffic, that Western will route such traffic to a Non-Qwest network. In addition, Western certifies that it has no end users in the serving area of the Qwest Access Tandem for which Western seeks a waiver.

Western will send an electronic letter to Qwest indicating the Qwest access tandems subject to this waiver at the time of ordering trunks required to implement SPOP in the LATA. In addition, Western will provide a revised electronic letter to Qwest advising of any changes in the network configuration of the aforementioned access tandems. Should Western desire to begin serving end users in the serving area of a Qwest access tandem currently under this waiver, Western must first establish trunking to the Qwest access tandem. Additionally, should Western desire to originate traffic destined to a Qwest end office subtending a Qwest access tandem currently under this waiver, Western must first establish trunking to the Qwest access tandem.

Should this traffic occur, the Parties agree to meet within forty-five (45) days of Qwest's identification of such misrouted traffic to discuss methods for avoiding future misrouting on that trunk group or groups. Western will then have thirty (30) days from the date of meeting to correct such misrouting on that trunk group or groups. If further misrouting occurs or continues after that date on the same trunk group or groups as the original misrouting identified, the Parties agree to meet again within thirty (30) days of Qwest's identification of such misrouted traffic to discuss methods for avoiding future misrouting on that trunk group or groups. Western will then have thirty (30) days from the date of meeting to correct such misrouting. If further misrouting occurs or continues after that date on the same trunk group or groups, Qwest will consider this waiver null and void and all requirements in the existing Interconnection Agreement currently in effect between the Parties will be reinstated. If the parties disagree about whether the traffic identified by Qwest was actually misrouted, the Parties agree to avail themselves of the dispute resolution provision of their interconnection agreement.

Western Radio Services Co.

Qwest Corporation

Signature

Signature

Name Printed/Typed

L.T. Christensen

Name Printed/Typed

Title

Director-Interconnection Agreements

Title

Date

Date

CERTIFICATE OF SERVICE

ARB 706

I hereby certify that on the 8th day of November 2005, I served the foregoing **QWEST CORPORATION'S RESPONSE TO PETITION FOR ARBITRATION, INCLUDING MOTION TO DISMISS** in the above entitled docket on the following persons via U.S. Mail, by mailing a correct copy to them in a sealed envelope, with postage prepaid, addressed to them at their regular office address shown below, and deposited in the U.S. post office at Portland, Oregon.

Richard L. Oberdorfer
Western Radio Services Co., Inc.
114 NE Penn Avenue
Bend, OR 97701
oberdorfer@earthlink.net

Bryan Sanderson
Qwest Corporation
1600 7th Ave., Rm. 3007
Seattle WA 98191
Bryan.Sanderson@Qwest.Com

DATED this 8th day of November, 2005.

QWEST CORPORATION



By: _____
ALEX M. DUARTE, OSB No. 02045
421 SW Oak Street, Suite 810
Portland, OR 97204
Telephone: 503-242-5623
Facsimile: 503-242-8589
e-mail: alex.duarte@qwest.com
Attorney for Qwest Corporation