

Type 2 Wireless Interconnection Agreement

Between

Qwest Corporation f/k/a U S WEST Communications, Inc.

And

RSA No. 1 Limited Partnership d.b.a. Cellular 29 Plus

For the State of Nebraska

**Agreement Number
CDS-030807-0002**

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PART A - GENERAL TERMS

This Type 2, two-way Wireless Interconnection Agreement is between RSA No. 1 Limited Partnership d.b.a. Cellular 29 Plus, a limited partnership, and its Affiliates, ("Cellular 29"), a and Qwest Corporation f/k/a U S WEST Communications, Inc. ("Qwest"), a Colorado corporation. Cellular 29 is licensed by the Federal Communications Commission ("FCC") as a Commercial Mobile Radio Service ("CMRS") provider. Services provided by Qwest to Cellular 29 under this Agreement are provided pursuant to Cellular 29's role as two-way CMRS provider of two-way traffic.

(A)1. SCOPE OF AGREEMENT

- (A)1.1 Pursuant to this negotiated Type 2 Wireless Interconnection Agreement ("Agreement"), Cellular 29, a CMRS provider, and Qwest (collectively, "the Parties") will extend certain arrangements to one another within the geographical areas in which both Parties are providing local exchange service and/or CMRS at that time, and for which Qwest is the incumbent Local Exchange Carrier within the state of Nebraska for purposes of offering Wireless to Wireline or Wireline to Wireless services. This Agreement includes terms, conditions, and prices for Wireless network Interconnection, access to Unbundled Network Elements, (UNEs), and ancillary network services. It will be submitted to the Nebraska Public Service Commission ("Commission") for approval. Notwithstanding this mutual commitment, however, the Parties enter into this Agreement without prejudice to any positions they 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.
- (A)1.2 The provisions in this Agreement are based, in large part, on the existing state of the law, rules, regulations and interpretations thereof, as of the date hereof (the "Existing Rules"). Among the Existing Rules are or could be the results of arbitrated decisions by the Commission which are currently being challenged by Qwest. Among the Existing Rules are certain FCC rules and orders that are the subject of, or affected by, the opinion issued by the Supreme Court of the United States in *AT&T Corp., et al. v. Iowa Utilities Commission, et al.* on January 25, 1999. Although that opinion is legally-binding, many of the Existing Rules, including rules concerning which Network Elements are subject to unbundling requirements, may be changed or modified during legal proceedings that follow the Supreme Court opinion. Nothing in this Agreement shall be deemed an admission by Qwest concerning the interpretation or effect of the Existing Rules or an admission by Qwest that the Existing Rules should not be vacated, dismissed, stayed or modified. Nothing in this Agreement shall preclude or estop Qwest from taking any position in any forum concerning the proper interpretation or effect of the Existing Rules or concerning whether the Existing Rules should be changed, dismissed, stayed or modified. To the extent that the Existing Rules are changed, vacated, dismissed, stayed or modified, then the Parties shall amend this Agreement and all contracts adopting all or part of this Agreement pursuant to Section 252(l) of the Act, shall be amended to reflect such modification or change of the Existing Rules. Where the Parties fail to agree upon such an amendment, it shall be resolved in accordance with the

Dispute Resolution provision of this Agreement. It is expressly understood that this Agreement will be corrected to reflect the outcome of generic pricing proceedings by the Commission. This Section 1.2 shall be considered part of the rates, terms and conditions of each interconnection service, resale and network element arrangement contained in this Agreement, and this Section 1.2 shall be considered legitimately related to the purchase of each interconnection service, service for resale, and network element arrangement contained in this Agreement.

- (A)1.3 This Agreement sets forth the terms, conditions and prices under which Qwest agrees to provide certain ancillary functions and additional features to Cellular 29, all for the sole purpose of providing Telecommunications Services. The Agreement also sets forth the terms, conditions and prices under which the Parties agree to provide Type 2 Interconnection and reciprocal compensation for the exchange of traffic between Qwest and Cellular 29 for purposes of offering Telecommunications Services.
- (A)1.4 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.
- (A)1.5 Except as expressly provided for herein, Qwest may make services, functionalities and features available to Cellular 29 under this Agreement consistent with the way they are available to other Wireless Service Providers, without a formal amendment to this Agreement. Nothing herein prevents either Party from raising other issues through additional good faith negotiations.
- (A)1.6 This Agreement is structured in the following format:
- Part A - General Terms
 - Part B - Reciprocal Traffic Exchange
 - Part C - Collocation
 - Part D - Unbundled Network Elements
 - Part E - Ancillary Services
 - Part F - Miscellaneous Provisions
 - Part G - Rates
 - Part H - Signature
- (A)1.7 Prior to placing any orders for services under this Agreement, the Parties will jointly work together to obtain the following information, if applicable. This will then be used to:
- Determine geographical requirements
 - Identify Cellular 29 Ids
 - Determine Qwest system requirements to support Cellular 29 specific activity
 - Collect credit information
 - Obtain billing information

Create summary bills
Establish input and output requirements
Create and distribute Qwest and Cellular 29 contact lists
Identify client hours and holidays

(A)2. DEFINITIONS

- (A)2.1 "Access Service Request" or "ASR" means the industry standard forms and supporting documentation used for Telecommunications Carriers to request Interconnection, Access, and Private Line Services from Qwest. The ASR may be used in conjunction with a mechanized interface to order Wireless Type 2 Interconnection between Cellular 29 and Qwest.
- (A)2.2 "Access Services" refers to the tariffed interstate and intrastate switched access and private line transport services offered for the origination and/or termination of interexchange traffic, including phone to phone voice interexchange traffic that is transmitted over a carriers' packet switched network using protocols such as TCP/IP (see, e.g. Qwest's appropriate state and interstate access Tariffs).
- (A)2.3 "Access Tandem" means a Qwest switching system that provides a concentration and distribution function for originating and terminating traffic between end offices and an IXC's location. In short, a type of Central Office Switch specifically designed to provide equal access for all IXCs in that area. The Access Tandem provides the IXC with access to more than one End Office Switch within the LATA. More than one Access Tandem may be needed to provide access to all end offices within a LATA.
- (A)2.4 "Act" means the Communications Act of 1934 (47 U.S.C. 151 et.seq.), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or a Commission within its state of jurisdiction.
- (A)2.5 "Automatic Number Identification" or "ANI" means a signaling parameter which refers to the number transmitted through a network identifying the billing number of the calling party.
- (A)2.6 "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.
- (A)2.7 "Bill and Keep" is as defined in the FCC's Order on Remand and Report and Order in CC Docket 99-68 (Intercarrier Compensation for ISP-Bound Traffic). Bill and Keep is an arrangement where neither of two (2) interconnecting

networks charges the other for terminating traffic that originates on the other network. Instead, each network recovers from its own end users the cost of both originating traffic that it delivers to the other network and terminating traffic that it receives from the other network. Bill and Keep does not, however, preclude intercarrier charges for transport of traffic between carriers' networks.

- (A)2.8 "Commission" means the state regulatory agency with lawful jurisdiction over telecommunications.
- (A)2.9 "Bona Fide Request" or "BFR" means a request for a new interconnection or unbundled element not already available in this Agreement for the provision of local telecommunications services.
- (A)2.10 "Busy Line Verify/Busy Line Interrupt" or "BLV/BLI Traffic" means an operator service call in which the caller inquires as to the busy status of or requests an interruption of a call on another end user's Basic Exchange Telecommunications Service line.
- (A)2.11 "Call Termination" - see "Termination."
- (A)2.12 "Call Transport" - see "Tandem Switched Transport."
- (A)2.13 "Calling Party Number" or "CPN" is a Common Channel Signaling ("CCS") parameter which refers to the number transmitted through a network identifying the calling party. Reference Telcordia Technical Pub. 77342.
- (A)2.14 "Carrier" - see "Telecommunications Carrier."
- (A)2.15 "Central Office Switch" means a switch used to provide Telecommunications Services, including, but not limited to:
 - (A)2.15.1 "End Office Switches" which are used to terminate end user station loops for the purpose of interconnecting to each other and to trunks and
 - (A)2.15.2 "Tandem Office Switch(es)" Cellular 29 switch(es) shall be considered Tandem Office Switch(es) to the extent such switch(es) serve(s) a comparable geographic area as Qwest's Tandem Office Switch. A fact based consideration of geography, when approved by the Commission or mutually agreed to by the Parties, should be used to classify any switch on a prospective basis. Qwest "Tandem Office Switches" are used to connect and switch trunk circuits between and among other End Office Switches. Access tandems typically provide connections for exchange access and toll traffic, and Jointly Provided Switched Access traffic while local tandems provide connections for Exchange Service (EAS/Local) traffic. Cellular 29 may also utilize a Qwest Access Tandem for the exchange of local traffic as set forth in this Agreement.

- (A)2.16 "Collocation" is an arrangement where space is provided in a Qwest Central Office for the placement of Cellular 29's Cellular 29's transmission equipment to be used for the purpose of Interconnection with Qwest Unbundled Network Elements or Local Interconnection Service. Qwest offers four (4) Collocation arrangements: Virtual Collocation, Physical Collocation, Cageless Physical Collocation and Interconnection Distribution Frame (ICDF) Collocation.
- (A)2.17 "Commercial Mobile Radio Service" or "CMRS" is a radio communication service carried on between mobile stations or receivers and land stations, and by mobile stations communicating among themselves. CMRS includes both one-way and two-way radio communication services which are available to the public and provided for profit.
- (A)2.18 "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"). For purposes of this Agreement, the terms "CCS" and "SS7" shall be interchangeable.
- (A)2.19 "Conversation Time" means the measurement of Type 2 Interconnection usage which begins when Cellular 29'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 Cellular 29's customer or the disconnection signal from the terminating End Office.
- (A)2.20 "Co-Provider" means an entity authorized to provide Local Exchange Service that does not otherwise qualify as an incumbent Local Exchange Carrier ("LEC").
- (A)2.21 "Customer" means a third-party that subscribes to Telecommunications Services provided by either of the Parties. For purposes of this Agreement, unless the context of this Agreement otherwise requires the terms, "end user", "Customer", and "subscriber" shall be interchangeable.
- (A)2.22 "Digital Signal Level" means one of several transmission rates in the time division multiplexing hierarchy.
- (A)2.22.1 "Digital Signal Level 0" or "DS0" is the 64 KBPS worldwide standard speed for digitizing one voice conversation using pulse code modulation. There are 24 DS0 channels in a DS1.
- (A)2.22.2 "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.
- (A)2.22.3 "Digital Signal Level 3" or "DS3" means the 44.736 MBPS third-level signal in the time-division multiplex hierarchy. In the

time-division multiplexing hierarchy of the telephone network, DS3 is defined as the third-level of multiplexing.

- (A)2.23 "Entrance Facility" or "EF" means the dedicated facility between the CMRS provider's POI and the Qwest Serving Wire Center. This is also referred to as "Network Access Channel" or "NAC".
- (A)2.24 "Exchange Access" means the offering of access to telephone exchange services or facilities for the purpose of the origination or termination of telephone toll services.
- (A)2.25 "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.
- (A)2.26 "Extended Area Service (EAS)/Local Traffic" (Exchange Service) means traffic originated by an end user of one Party and terminated 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 state Commission. See also "Local Calling Area."
- (A)2.27 "Information Service" is as defined in the Telecommunications Act of 1996 and FCC Order on Remand and Report and Order in CC Docket 99-68 and includes ISP-bound traffic.
- (A)2.28 "Information Services Access" means the offering of access to Information Services Providers.
- (A)2.29 "Integrated Digital Loop Carrier" means a subscriber loop carrier system, which integrates with or within the switch at a DS1 level (twenty-four (24) Local Loop Transmission paths combined into a 1.544 MBPS digital signal).
- (A)2.30 "Interconnect & Resale Resource Guide" is a Qwest document that includes the Service Interval Guide (SIG). The SIG contains the Qwest intervals for Wireless services available under this Agreement. It is available on Qwest's Web Site.
- (A)2.31 "Interconnection" is as described in the Act and refers to the connection between Telecommunications Carrier's networks for the purpose of transmission and routing of Telephone Exchange Service.
- (A)2.32 "Interconnections Database" or "ICONN" is a Qwest database, available on the Qwest Web Site, which includes business and residence access line counts, switch types, and switch generics.
- (A)2.33 "Interexchange Carrier" or "IXC" means a carrier that provides interLATA or IntraLATA Toll services.

- (A)2.34 “InterLATA” describes telecommunications functions originating in one LATA and terminating in another.
- (A)2.35 “InterMTA” Traffic describes telecommunications traffic which originates in one MTA and terminates in another MTA.
- (A)2.36 “IntraLATA” describes telecommunications functions originating and terminating in the same LATA.
- (A)2.37 “IntraLATA Toll” (Exchange Access), as it relates to charges between Qwest and its end users, is defined in accordance with Qwest’s current intraLATA toll serving areas, as determined by the state Commission but does not apply as between Qwest and Cellular 29 with respect to the exchange of CMRS MTA/Local Traffic.
- (A)2.38 “Jointly Provided Switched Access” refers to the provisioning, operation and billing of Switched Access to the non-Qwest IXC which requires two or more Carriers be involved in transmitting a call to or from a non-Qwest IXC, which is the toll provider for the call (i.e., the non-Qwest IXC either bills the end user or has a reverse billing arrangement with another party to compensate it for the end user’s toll charges). MTA/Local Standard industry guidelines, MECAB and MECOD, shall be followed in relation to this traffic.
- (A)2.39 “Local Exchange Routing Guide” or “LERG” is the publication which contains routing information for NXX codes.
- (A)2.40 “Local Access and Transport Area” or “LATA” denotes a geographical area established for the provision and administration of telecommunications service. It encompasses one or more designated exchanges, which are grouped to serve common social, economic and other purposes.
- (A)2.41 “Local Calling Area” or “LCA” is a geographic area defined either by the MTA or the Qwest Extended Area Service (EAS) boundaries.
- (A)2.41.1 “MTA/Local” means the geographic area defined by the MTA within which Cellular 29 provides CMRS services. Local Interconnection rates apply for traffic originated and terminated within the same MTA as defined in the FCC First Report and Order 96-325, and Switched Access traffic.
- (A)2.41.2 “EAS/Local” means the geographic area defined by the EAS boundaries as determined by the Commission and defined in Qwest’s Local and/or General Exchange Service tariff. LEC customers may complete a call without incurring toll charges. Traffic terminated by Qwest Customers within their EAS boundary is considered to be EAS/Local; Qwest Customers are billed toll charges for traffic terminated outside of their EAS boundary.

- (A)2.42 "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.
- (A)2.43 "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 some CMRS license boundaries for CMRS providers and for purposes of determining carrier interconnection rights and obligations under Sections 251 and 252 of the Act.
- (A)2.44 "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 (2) or more Co-Providers and/or WSPs, or by one (1) Co-Provider or one (1) WSP in two (2) or more states within a single LATA.
- (A)2.45 "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 (2) or more Carriers. It is published by Telcordia as Special Report SR-BDS-000983.
- (A)2.46 "Mid-Span Meet" is a Point of Interconnection between two (2) networks, designated by two (2) Telecommunications Carriers, at which one carrier's responsibility for service begins and the other carrier's responsibility ends.
- (A)2.47 "Mobile Switching Center" or "MSC" is a switch designed to provide Wireless service to a Wireless subscriber and is analogous to an end office switch and, in the case of Cellular 29 a tandem, since it serves a comparable geographic area as a Qwest tandem office switch.
- (A)2.48 "Multifrequency Address Signaling" or "MF" denotes a signaling method in which a combination of two (2) out of six (6) voiceband frequencies are used to represent a digit or a control signal.
- (A)2.49 "Multiplexing" or "MUX" means the function which converts a 44.736 MBPS DS3 channel to 28 1.544 MBPS DS1 channels or a 1.544 DS1 channel to 24 DS0 channels utilizing time division multiplexing and vice versa.
- (A)2.50 "Network Access Channel" or "NAC" means the dedicated facility between the CMRS provider's POI and the Qwest Serving Wire Center. This is also referred to as an Entrance Facility (EF).

- (A)2.51 "Non-Local" Traffic is InterMTA, InterLATA, Roaming, and/or Switched Access traffic. Non-Local Traffic includes, but is not limited to, traffic originated by one Party to the other Party and carried by an IXC. Reciprocal Compensation does not apply to Non-Local Traffic.
- (A)2.52 "North American Numbering Plan" or "NANP" means the numbering plan used in the United States that also serves Canada, Bermuda, Puerto Rico, Guam, the Commonwealth of the Marianna Islands and certain Caribbean Islands. The NANP format is a 10-digit number that consists of a 3-digit NPA code (commonly referred to as the area code), followed by a 3-digit NXX code and 4-digit line number.
- (A)2.53 "NXX" means the fourth, fifth and sixth digits of a ten-digit telephone number.
- (A)2.54 "Operator Tandem" means a Qwest switching system that provides a traffic concentration and distribution function for Qwest operator assisted traffic.
- (A)2.55 "Party" means either Qwest or Cellular 29 and "Parties" means Qwest and Cellular 29.
- (A)2.56 "Point of Interface", or "Point of Interconnection" "POI" is a physical location where Carrier is interconnected with the Local Exchange Carrier Network. The POI is the connection point(s) between Cellular 29 and Qwest, the technical interfaces(s), test point(s), and point(s) for operational division of responsibility.
- (A)2.57 "Port" means an access point on a central office switch or MSC, but does not include switch features.
- (A)2.58 "Rate Center" means the specific geographic point and its corresponding geographic area, (associated with one (1) or more specific NPA-NXX codes and various Wire Centers), being used for billing and measuring Basic Exchange Telecommunications Service. For example, a Rate Center will normally include several Wire Centers within its geographic area, with each Wire Center having one (1) or more NPA-NXXs.
- (A)2.59 "Rate Center Area" is the geographic area within which the LEC provides local basic exchange services for NPA-NXX designations associated with a particular Rate Center.
- (A)2.60 "Reciprocal Compensation Credit" is defined as a monetary credit for two-way Wireline to Wireless traffic which is originated by a Qwest Wireline end user within the LATA, transported by Qwest, and terminates to Cellular 29's Wireless subscriber within the MTA/Local area. When more than two (2) Carriers are physically required to transport a call, Reciprocal Compensation Credit does not apply.
- (A)2.61 "Roaming" is defined as a Telecommunications Service occurring when the subscriber of one CMRS provider utilizes the facilities of another CMRS

provider. Most often, roaming occurs when the subscriber is physically located outside the service area of his or her service provider.

- (A)2.62 "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.
- (A)2.63 "Service Switching Point" or "SSP" is a telephone switch that performs call processing on traffic that originates, tandems, or terminates at that site. Such call processing includes the generation of SS7 messages to transfer call-related information to other SSP's and sending a query to an SCP for instructions on call routing. SSPs are interconnected by SS7 links.
- (A)2.64 "Serving Wire Center" (SWC) denotes the Qwest office from which dial tone for local exchange service should, absent special arrangements such as Foreign Exchange (FX) or Foreign Central Office (FCO) service, be provided to Cellular 29.
- (A)2.65 "Signaling System 7 Out of Band Signaling" or "SS7 Signaling" means the Common Channel Signaling (CCS) protocol used to digitally transmit 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. For purposes of this Agreement, the terms "CCS" and "SS7" shall be interchangeable.
- (A)2.66 "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.
- (A)2.67 "Switched Access Service" means the offering of transmission and switching services to Interexchange Carriers for the purpose of the origination or termination of non-MTA/Local calls and Local/MTA calls where the facilities of a non-Qwest IXC are physically required to complete such calls. Switched Access Services include: Feature Group A, Feature Group B, Feature Group D, 8XX access, and 900 access and their successors or similar Switched Access services. Switched Access traffic, is traffic other than MTA/Local traffic that originates at one of the Party's end users and terminates at a non-Qwest IXC point of presence, or originates at a non-Qwest 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.
- (A)2.68 "Tandem Switched Transport" is the tandem switching and transmission of terminating traffic from the tandem to the terminating Party's End Office Switch that directly serves the called party; may also be called "Call Transport" or "Tandem Transmission."
- (A)2.69 "Tandem Transmission" - see "Tandem Switched Transport."

- (A)2.70 "Tariff" as used throughout this Agreement refers to Qwest interstate Tariffs and state Tariffs, price lists, price schedules, catalogs and service agreements.
- (A)2.71 "Telecommunications Carrier" or "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 Federal Communications Commission shall determine whether the provision of fixed and mobile satellite service shall be treated as common carriage.
- (A)2.72 "Telecommunications Services" means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.
- (A)2.73 "Telephone Exchange Service" means (A) service within a telephone exchange, or within a connected system of telephone exchanges within the same exchange area operated to furnish to subscribers intercommunicating service of the character ordinarily furnished by a single exchange, and which is covered by the exchange service charge, or (B) comparable service provided through a system of switches, transmission equipment, or other facilities (or combination thereof) by which a subscriber can originate and terminate a telecommunications service.
- (A)2.74 "Termination" involves the terminating Party's End Office Switching and delivery of terminating traffic from that End Office Switch to the called party's location - may also be called "Call Termination."
- (A)2.75 "TGSR" is the notification the Qwest Trunk Forecasting Group sends to the Service Delivery Center to advise of blocking conditions on Carrier trunk groups.
- (A)2.76 "Toll/Access Tandem" means a Qwest switching system that provides a traffic concentration and distribution function for Qwest toll traffic. This toll traffic includes all IntraLATA toll and land-to-mobile interLATA toll.
- (A)2.77 "Transit Traffic" is traffic that originates from one Carrier's network, 'transits' another Carrier's network substantially unchanged, and terminates to yet another Carrier's network. For the purpose of this Agreement, transit excludes traffic scenarios where a non-Qwest IXC is the toll provider for the call. Those scenarios are covered under Jointly Provided Switched Access.
- (A)2.78 "Transport" - see "Tandem Switched Transport."
- (A)2.79 "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.

- (A)2.80 "Trunk Utilization" means the utilization of Type 2 trunk facilities as a percent busy.
- (A)2.81 Qwest's Web Site is <http://www.qwest.com/wholesale/pcat/wireless.html>.
- (A)2.82 "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.
- (A)2.83 "Wireless" is telecommunications services provided by a CMRS carrier in accordance with its CMRS license(s).
- (A)2.84 "Wireless Carrier Resource Guide" is a Qwest document that provides essential information needed for WSPs to request services available under this Agreement. It is available on Qwest's Web Site.
- (A)2.85 "Wireless Service Provider" or "WSP" means a CMRS provider of local service.
- (A)2.86 "Wireline" are telecommunications services provided by Qwest or other non-CMRS Telecommunications Carriers.

Terms not otherwise defined here, but defined in the Act shall have the meaning defined there. Where a term is defined in the regulations implementing the Act but not in this Agreement, the Parties do not necessarily intend to adopt the definition as set forth in said regulations.

(A)3. TERMS AND CONDITIONS

(A)3.1 General Provisions

- (A)3.1.1 Each Party shall use its best efforts to comply with the Implementation Schedule provisions that will be mutually agreed upon by the Parties.
- (A)3.1.2 The Parties are each solely responsible for participation in and compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan.
- (A)3.1.3 Neither Party shall use any service related to or use any of the services provided in this Agreement in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other carriers or to either Party's end users, 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 at the earliest practicable time.

- (A)3.1.4 Each Party is solely responsible for the services it provides to its end users and to other Telecommunications Carriers, except where the Party's NPA NXX is located within the same Rate Center Area as another party's NPA/NXX, calls between these two NPA/NXX's shall not be billed as toll calls by either Party to its customers.
- (A)3.1.5 The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.
- (A)3.1.6 If either Party raises a bona fide claim for cost related to Interconnection that are not addressed in this Agreement, it shall give written notice of such claim to the other Party, setting forth in detail a legal basis for the claim under the Act and the FCC's Rules, and setting forth the amount of the claim, whereupon the Parties shall negotiate in good faith to modify this Agreement as necessary to comply with the Act and the FCC's Rules.

(A)3.2 Term of Agreement

This Agreement shall become effective on June 10, 2002, subject to Commission approval, pursuant to Sections 251 and 252 of the Act, shall terminate on July 31, 2004 and shall be binding upon the Parties during that term. After the date specified above, this Agreement shall continue in force and effect until terminated by either Party providing one hundred sixty (160) days written notice of termination to the other Party. The day the notice is served will determine the starting point for a 160 day negotiation period (in accordance with 252(b)1 of the Act). In the event of such termination, existing or pending service arrangements made available under this Agreement shall continue in total without interruption under either a) a new or adoption agreement executed by the Parties, or b) tariff terms and conditions generally available to all Co-Providers or c) under the terms of this Agreement during any arbitration period as provided in (A)3.2.2 below.

- (A)3.2.1 If the Parties are unable to negotiate a new agreement during the negotiation period described above, the window of opportunity to file for arbitration to resolve outstanding contractual issues in accordance with the Act will occur between days 135 and 160 of the 160 day notice period.
- (A)3.2.2 If the Parties are able to reach agreement, this Agreement shall continue for the brief period of time needed to secure the Commission's approval of an adoption or a new interconnection/resale agreement. In the case of Section (A)3.2.1, this Agreement will expire on the termination date specified in the one hundred sixty (160) day notice referenced above unless a petition for arbitration has been filed, but if such a petition has been filed then this Agreement shall continue for the period necessary for the Commission to act and resolve the

disputed issues so that the Parties will have an effective interconnection/resale agreement.

(A)3.3 Payment

- (A)3.3.1 Amounts payable under this Agreement are due and payable within thirty (30) calendar days after the date of invoice, or within twenty (20) days after receipt of the invoice, whichever is later. If the payment due date is not a business day, the payment shall be made the next business day.
- (A)3.3.2 Should Cellular 29 dispute, in good faith, any portion of the Qwest monthly billing under this Agreement, including the calculation or absence of any Reciprocal Compensation Credit, Cellular 29 will notify Qwest in writing within thirty (30) calendar days of the receipt of such billing, identifying the amount, reason and rationale of such dispute. Cellular 29 shall pay all amounts due that are not in dispute. Both Cellular 29 and Qwest 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 resolved in Qwest's favor the resolved amount plus interest from the date of payment shall be included on the next invoice to Cellular 29. The amount of interest will be calculated using the late payment factor that would have applied to such amount had it not been paid on time. These terms would apply reciprocally if Qwest places an order with Cellular 29.
- (A)3.3.3 Either Party may disconnect any and all services for failure by the other Party to make full payment, less any disputed amount as provided for in this Section of this Agreement, for the services provided under this Agreement within sixty (60) days of the due date on any outstanding bill. A Party will notify the non-complying Party in writing at least ten (10) business days prior to disconnection of the service(s). In case of such disconnection, all applicable charges, including termination charges, shall become due. If a Party elects not to disconnect the non-complying Party's service(s) on the date specified in the ten (10) days notice, and the noncompliance continues, nothing contained herein shall preclude a Party's right to disconnect any or all services of the non-complying Party without further notice. For reconnection of service to occur, the non-complying Party will be required to make full payment of all past and current charges. Additionally, a Party will request a deposit (or additional deposit) from the non-complying Party, pursuant to this Section. The Parties agrees, however, that the application of this provision will be suspended for the initial three (3) billing cycles of this Agreement and will not apply to amounts billed during those three (3) cycles.
- (A)3.3.4 Should Cellular 29 or Qwest dispute, in good faith, any portion of the monthly billing under this Agreement, the Parties will notify each other

in writing within thirty (30) calendar days of the receipt of such billing, identifying the amount, reason and rationale of such dispute. At a minimum, Cellular 29 and Qwest shall pay all undisputed amounts due. Both Cellular 29 and Qwest 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.

(A)3.3.4.1 If a Party disputes charges and does not pay such charges by the payment due date, such charges will be subject to late payment charges. If the disputed charges have been withheld and the dispute is resolved in favor of the billing Party, the withholding Party shall pay the disputed amount and applicable late payment charges no later than the second billing period following the resolution. If the disputed charges have been withheld and the dispute is resolved in favor of the disputing Party, the billing Party shall credit the bill of the disputing Party for the amount of the disputed charges no later than the second Bill Date after the resolution of the dispute. If a Party pays the disputed charges and the dispute is resolved in favor of the billing Party, no further action is required.

(A)3.3.4.2 If a Party pays the disputed charges and the dispute is resolved in favor of the disputing Party, the billing Party shall credit the disputing Party's bill for the disputed amount and any associated interest no later than the second bill payment due date after the resolution of the dispute. The interest calculated on the disputed amounts will be the same rate as late payment charges. In no event, however, shall any late payment charges be assessed on any previously assessed late payment charges.

(A)3.3.5 Qwest will determine Cellular 29's credit status and Cellular 29 will determine Qwest's credit status based on previous payment history with each other or credit reports such as Dun and Bradstreet. If a Party has not established satisfactory credit with the other Party or if a Party is repeatedly delinquent in making its payments, the other Party may require a deposit to be held as security for the payment of charges. "Repeatedly delinquent" means any payment received thirty (30) calendar days or more after the due date, three (3) or more times during a twelve (12) month period. The deposit may not exceed the estimated total monthly charges for a two (2) month period. The deposit may be a surety bond, a letter of credit with terms and conditions acceptable to the Party requiring the security deposit, or some other form of mutually acceptable security such as a cash deposit. Required deposits are due and payable within ten (10) calendar days after demand.

(A)3.3.6 Interest will be paid on cash deposits at the rate applying to deposits under applicable Commission rules, regulations, or Qwest's Tariffs. Cash deposits and accrued interest will be credited to the depositing Party's account or refunded, as appropriate, upon the earlier of the two year term or the establishment of satisfactory credit with the other

Party , which will generally be one full year of timely payments in full by a Party . The fact that a deposit has been made does not relieve a Party from any requirements of this Agreement.

(A)3.3.7 Either Party may review the Other Party's credit standing and modify the amount of deposit required.

(A)3.3.8 The late payment charge for amounts that are billed under this Agreement shall be in accordance with Commission requirements.

(A)3.4 Taxes

Each Party purchasing 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. Until such time as resale tax exemption certificate is provided, no exemptions will be applied.

(A)3.5 Insurance

The Parties agree that this Section relating to insurance requirements for co-locating parties has been deleted in its entirety; provided, however, if either party requests an amendment to this Agreement for Collocation, the amendment will require the co-locating party to meet insurance requirements maintained by Qwest for other telecommunications carriers at the time of the amendment.

(A)3.6 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"). The Party affected by a Force Majeure Event shall give prompt notice to the other Party, shall be excused from performance of its obligations hereunder on a day to day basis to the extent those obligations are prevented by the Force Majeure Event, and shall use reasonable efforts to remove or mitigate the Force Majeure

Event. In the event of a labor dispute or strike the Parties agree to provide service to each other at a level equivalent to the level they provide themselves.

(A)3.7 Limitation of Liability

- (A)3.7.1 If a Party (the “providing Party”) breaches its obligation to properly perform services or functions under this Agreement, the providing Party’s liability for loss or damage, whether arising in contract or in tort, shall be limited to the total amount that it would have been charged by the providing Party for services or functions not performed or improperly performed,
- (A)3.7.2 Except for losses caused by a providing Party under Section 3.7.1, each Party shall be liable to the other for direct out-of-pocket damages for any loss or damage (including equipment failure, any penalty, reparation or liquidated damages assessed by the Commission or under a Commission-ordered agreement (including without limitation penalties or liquidated damages assessed as a result of cable cuts), resulting from the causing Party’s conduct or the conduct of its agents or contractors.
- (A)3.7.3 Neither Party shall be liable to the other for indirect, incidental, consequential, or special damages, including (without limitation) damages for lost profits, lost revenues, lost savings suffered by the other Party regardless of the form of action, whether in contract, warranty, strict liability, tort, including (without limitation) negligence of any kind and regardless of whether the Parties knew the possibility that such damages could result.
- (A)3.7.4 Nothing contained in this Section shall limit either Party’s liability to the other for loss or damage arising out of willful or intentional misconduct, or a Party’s obligations of indemnification under Section 3.8 below.
- (A)3.7.5 Neither Party has any obligation under this Agreement to detect or investigate fraud of the other Party’s customers or associated with service to its end users and accounts. Notwithstanding the above, if a Party becomes aware of potential fraud with respect to the other Party’s accounts, the Party’s agree they will promptly inform the other Party and, at the other Party’s direction, take reasonable action to mitigate the fraud where such action is possible.

(A)3.8 Indemnity

- (A)3.8.1 With respect to third party claims, each of the Parties (the “Indemnifying Party”) agrees to release, indemnify, defend and hold harmless the other Party, its officers, directors, employees and agents (each an Indemnitee) from and against and in respect

of any loss, debt, liability, damage, obligation, claim, demand, costs, attorneys' fees, judgment or settlement of any nature or kind, whether known or unknown, liquidated or unliquidated ("collectively the "Losses"), if:

- (A)3.8.1.1 The Losses arise or are alleged to arise out of a third party claim for invasion of privacy, personal injury to or death, or damage to, or destruction of property, and
 - (A)3.8.1.2 the Losses arise out of the indemnifying Party's performance or failure to perform under this Agreement, breach of law, or status of its employees, agents and subcontractors; regardless of the form of action.
- (A)3.8.2 The indemnification provided herein shall be conditioned upon:
- (A)3.8.2.1 The indemnified Party shall promptly notify the indemnifying Party of any action taken against the indemnified Party relating to the indemnification. Failure to so notify the indemnifying Party shall not relieve the indemnifying Party of any liability that the indemnifying Party might have, except to the extent that such failure prejudices the indemnifying Party's ability to defend such claim.
 - (A)3.8.2.2 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.
 - (A)3.8.2.3 In no event shall the indemnifying Party settle or consent to any judgment pertaining to any such action without the prior written consent of the indemnified Party.
 - (A)3.8.2.4 The Parties agree that a breach of a Party's indemnification obligations might not provide the indemnified party with an adequate remedy at law and therefore agree that specific performance is the appropriate remedy for a Party's breach of its obligations to indemnify hereunder. In addition, a prevailing party shall be entitled to recover all costs, including reasonable attorneys' fees, in seeking to enforce a Party's obligation to indemnify hereunder.

(A)3.9 Intellectual Property

- (A)3.9.1 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.

- (A)3.9.2 The rights and licenses 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.
- (A)3.9.3 Each Party shall be solely responsible for providing, at its sole cost and expense, any requisite licenses or permissions to the access or use of patents, copyrights, trade secrets and other intellectual property (including software) owned or controlled by a third party but used in operating a Party’s network, 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.
- (A)3.9.4 Except as expressly provided in this Intellectual Property Section, nothing in this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, logo, trademark, trade name, trade secret or any other intellectual property right now or hereafter owned, controlled or licensable by either Party. Neither Party may use any patent, copyright, logo, trademark, trade name, trade secret or other intellectual property right of the other Party or its affiliates without execution of a separate agreement between the Parties.
- (A)3.9.5 Neither Party shall without the express written permission of the other Party, state or imply that: 1) it is connected, or in any way affiliated with the other or its affiliates, 2) it is part of a joint business association or any similar arrangement with the other or its affiliates, 3) the other Party and its affiliates are in any way sponsoring, endorsing or certifying it and its goods and services, or 4) with respect to its advertising or promotional activities or materials, that the resold goods and services are in any way associated with or originated from the other or any of its affiliates. Nothing in this paragraph shall prevent either Party from truthfully describing the network elements it uses to provide service to its end users, provided

it does not represent the network elements as originating from the other Party or its affiliates.

- (A)3.9.6 Each Party acknowledges the value of the trade marks owned by the other Party and/or its affiliates (the “Mark”) and the goodwill associated therewith and acknowledges that such goodwill is a property right belonging to the Party owning the Mark (the “Owner”). Cellular 29 and Qwest recognize that nothing contained in this Agreement is intended as an assignment or grant to the other Party of any right, title or interest in or to the Mark and that this Agreement does not confer any right or license to grant sublicenses or permission to third parties to use the Mark and is not assignable. Neither Party will do nothing inconsistent with the Owner’s ownership of the Mark, and all rights, if any, that may be acquired by use of the Mark shall inure to the benefit of the Owners. Neither Qwest nor Cellular 29 will 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 Mark 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 Owner. The Owner makes no warranties regarding ownership of any rights in or the validity of the Mark.

(A)3.10 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.

(A)3.11 Assignment

- (A)3.11.1 Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may assign or transfer this Agreement to a corporate affiliate or an entity under its common control or an entity acquiring all or substantially all of the assets or equity of a Party by providing the other Party with notice of such assignment or transfer; however, if Cellular 29’s assignee or transferee has an Interconnection agreement with Qwest, no assignment or transfer of this Agreement shall be effective without the prior written consent of Qwest unless such other Agreement is canceled simultaneously with the assignment or transfer of this Agreement in which event this Agreement shall replace the canceled agreement as the sole Interconnection Agreement between Qwest and such assignee. Such consent, which cannot be unreasonably withheld, shall include appropriate resolutions of conflicts and discrepancies between the assignee’s or transferee’s interconnection

agreement and this Agreement. 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.

(A)3.12 Default

If either Party defaults in the payment of any amount due hereunder, including a failure on the part of Qwest to properly apply any Reciprocal Compensation Credit in a timely manner for the benefit of Cellular 29, or if either Party violates any other material provision of this Agreement, and such default or violation shall continue for thirty (30) calendar days after written notice thereof, the other Party may seek relief in accordance with the Dispute Resolution provision of this Agreement. The failure of either Party to enforce any of the provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall, nevertheless, be and remain in full force and effect.

(A)3.13 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.

(A)3.14 Intentionally left blank for numbering consistency.

(A)3.15 Nondisclosure

(A)3.15.1 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 end user specific, facility specific, or usage specific information, other than end user information communicated for the purpose of providing directory assistance or publication of directory database, or (ii) in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary", or (iii) communicated and declared to the receiving Party at the time of delivery, or by written notice given to the receiving Party within ten (10) calendar 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.

- (A)3.15.2 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 (1) copy for archival purposes.
- (A)3.15.3 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; provided, however, that (i) if the Parties are engaged in a dispute resolution proceeding as provided in this Agreement, a Party may disclose relevant Proprietary Information to the trier of fact in such proceeding; and (ii) if a Party is, on the advice of counsel, compelled to disclose any Proprietary Information to any tribunal, the Party may disclose such Proprietary Information to the tribunal; provided further, *however*, that a Party shall use reasonable efforts to obtain an order or other assurance that confidential treatment will be accorded to such Proprietary Information.
- (A)3.15.4 Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Proprietary Information as:
 - (A)3.15.4.1 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
 - (A)3.15.4.2 is or becomes publicly known through no wrongful act of the receiving Party; or
 - (A)3.15.4.3 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
 - (A)3.15.4.4 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

(A)3.15.4.5 is disclosed to a third person by the disclosing Party without similar restrictions on such third person's rights; or

(A)3.15.4.6 is approved for release by written authorization of the disclosing Party; or

(A)3.15.4.7 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.

(A)3.15.5 Nothing herein is intended to prohibit a Party from supplying factual information about its network and Telecommunications Services on or connected to its network to regulatory agencies including the Federal Communications Commission and the Commission so long as any confidential obligation is protected.

(A)3.15.6 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.

(A)3.16 Survival

Any liabilities or obligations of a Party for acts or omissions prior to the cancellation or termination of this Agreement; any obligation of a Party under the provisions regarding indemnification, Confidential or Proprietary Information, limitations of liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or to be performed after) termination of this Agreement, shall survive cancellation or termination hereof.

(A)3.17 Dispute Resolution

(A)3.17.1 If any claim, controversy or dispute between the Parties, their agents, employees, officers, directors or affiliated agents should arise, and the Parties do not resolve it in the ordinary course of their dealings (the "Dispute"), then it shall be resolved in accordance with the dispute resolution process set forth in this Section. Each notice of default, unless cured within the applicable cure period, shall be resolved in accordance herewith.

(A)3.17.2 At the written request of either Party, and prior to any other formal dispute resolution proceedings, each Party shall designate an officer-level employee, at no less than the vice president level, to review,

meet, and negotiate, in good faith, to resolve the Dispute. The Parties intend that these negotiations be conducted by business representatives not acting as an attorney, and the locations, format, frequency, duration, and conclusions of these discussions shall be at the discretion of the representatives. By mutual agreement, the representatives may use other procedures, such as mediation, to assist in these negotiations. The discussions and correspondence among the representatives for the purposes of these negotiations shall be treated as Confidential Information developed for purposes of settlement, and shall be exempt from discovery and production, and shall not be admissible in any subsequent arbitration or other proceedings without the concurrence of both of the Parties.

- (A)3.17.3 If the vice-presidential level representatives have not reached a resolution of the Dispute within thirty (30) calendar days after the matter is referred to them, then either Party may demand that the Dispute be settled by arbitration. Such an arbitration proceeding shall be conducted by a single arbitrator, knowledgeable about the telecommunications industry. The arbitration proceedings shall be conducted under the then current rules of the American Arbitration Association (“AAA”). The Federal Arbitration Act, 9 U.S.C. Sections 1-16, not state law, shall govern the arbitrability of the Dispute. 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 proceedings shall occur in the Omaha, Nebraska metropolitan area. It is acknowledged that the Parties, by mutual, written agreement, may change any of these arbitration practices for a particular, some, or all Dispute(s).
- (A)3.17.4 Should it become necessary to resort to court proceedings to enforce a Party’s compliance with the dispute resolution process set forth herein, and the court directs or otherwise requires compliance herewith, then all of the costs and expenses, including its reasonable attorney fees, incurred by the Party requesting such enforcement shall be reimbursed by the non-complying Party to the requesting Party.
- (A)3.17.5 Nothing in this Section is intended to divest or limit the jurisdiction and authority of the Commission or the Federal Communications Commission as provided by state or federal law.
- (A)3.17.6 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.

(A)3.18 Controlling Law

This Agreement was negotiated by the Parties in accordance with the terms of the Act and the laws of the State of Nebraska 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 of Nebraska where the service is provided.

(A)3.19 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.

(A)3.20 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.

(A)3.21 Notices

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

Qwest Corporation
Director Interconnection Compliance
1801 California, Room 2410
Denver, Colorado 80202

With copy to:
Attention: General Counsel, Interconnection
1801 California Street, 51st Floor
Denver, Colorado 80202

RSA No. 1 Limited Partnership dba Cellular 29
404 Howland Street
Emerson, Iowa 51533
Attn: Mr. Robert Mauer

With copy to:

Michael K. Kurtis, Esquire
Kurtis & Associates, P.C.

1000 Potomac Street, N.W.
Suite 200
Washington, D.C. 20007

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

(A)3.22 Responsibility of Each Party

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

(A)3.23 No Third Party Beneficiaries

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.

(A)3.24 Referenced Documents

All references to Sections shall be deemed to be references to Sections of this Agreement unless the context shall otherwise require. Whenever any provision of this Agreement refers to a technical reference, technical publication, Cellular 29 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, Cellular 29 practice, Qwest practice, or publication of industry standards. The existing configuration of either Party's network may not be in immediate compliance with the latest release of applicable referenced documents.

(A)3.25 Publicity

Neither Party shall publish or use any publicity materials with respect to the execution and delivery or existence of this Agreement without the prior written approval of the other Party.

(A)3.26 Amendment

Cellular 29 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.

(A)3.27 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.

(A)3.28 Headings of No Force or Effect

The headings of 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.

(A)3.29 Regulatory Approval

The Parties understand and agree that this Agreement will be filed with the Commission for approval. In the event the Commission rejects any portion of this Agreement, renders it inoperable or creates an ambiguity that requires further amendment, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification.

(A)3.30 Compliance

Each Party shall comply with all applicable federal, state, and local laws, rules and regulations applicable to its performance under this Agreement. Without limiting the foregoing, Qwest and Cellular 29 agree to take all action necessary to keep and maintain in full force and effect all permits, licenses, certificates, and other authorities needed to perform their respective obligations hereunder.

(A)3.31 Cooperation

The Parties agree that this Agreement involves the provision of Qwest services in ways such services were not previously available and the introduction of new processes and procedures to provide and bill such services. Accordingly, the Parties agree to work jointly and cooperatively in testing and implementing

processes for pre-ordering, ordering, maintenance, provisioning and billing and in reasonably resolving issues which result from such implementation on a timely basis. Electronic processes and procedures are addressed in Part E of this Agreement.

PART B - RECIPROCAL TRAFFIC EXCHANGE

(B)1. INTERCONNECTION FACILITY OPTIONS

(B)1.1 This Section describes the Interconnection of Qwest's network and Cellular 29's network for the purpose of exchanging MTA/Local, Exchange Access (IntraLATA Toll) and Jointly Provided Switched Access (InterLATA and IntraLATA) traffic. Qwest will provide interconnection at any technically feasible point within its network. "Interconnection" in this Section is as described in the Act and refers to the connection between networks for the purpose of transmission and routing of telephone exchange service traffic and exchange access traffic. Qwest access tandem to Qwest access tandem local switch connections are not provided.

(B)1.1.1 Qwest will provide to Cellular 29 interconnection at least equal in quality to that provided to itself, to any subsidiary, affiliate, or any other party to which it provides interconnection. Qwest will provide interconnection under rates, terms and conditions that are just, reasonable and non-discriminatory.

(B)1.2 Methods of Interconnection

Cellular 29 shall establish at least one POI in Qwest territory in each LATA where it does business and has an assigned NPA-NXX Rate Center within that LATA. The Parties shall establish one of the following interconnection arrangements: (1) a DS1 or DS3 entrance facility; (2) Collocation; (3) negotiated Mid-Span Meet POI facilities; (4) Single Point of Presence ("SPOP"), or (5) Other methods of Interconnection mutually agreeable to the Parties.

(B)1.2.1 Entrance Facility

Interconnection may be accomplished through the provision of a DS1 or DS3 entrance facility, where facilities exist. An entrance facility extends from the Qwest Serving Wire Center to Cellular 29's POI. Entrance facilities may not extend beyond the area served by the Qwest Serving Wire Center. The rates for entrance facilities are provided in Part G. Qwest's Private Line Transport service is available as an alternative to entrance facilities. The Entrance Facility cannot be used to pick up/connect to Unbundled Network Elements (UNEs).

(B)1.2.2 Collocation

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

(B)1.2.3 Mid-Span Meet POI

A Mid-Span Meet POI is a negotiated Point of Interface, between the Qwest Wire Center and Cellular 29's switch location. The Mid-Span Meet POI may not extend beyond the area served by the Qwest Wire Center. 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. The Mid-Span Meet POI cannot be used to pick up/connect to Unbundled Network Elements (UNEs).

(B)1.2.3.4 Single Point of Presence (SPOP) in the LATA

(B)1.2.3.4.1 By utilizing SPOP in the LATA, WSP can deliver both Exchange Access (IntraLATA Toll Non-IXC) and Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic and MTA/Local traffic at Qwest's Access Tandem Switches. WSP can also utilize Qwest's behind the tandem infrastructure to terminate traffic to specific end offices. The SPOP is defined as the WSP's physical point of presence

(B)1.2.3.4.2 SPOP in the LATA includes an Entrance Facility (EF) and Direct Trunked Transport (DTT) at both a DS1 and DS3 capacity.

(B)1.2.3.4.3 Where there is a Qwest local tandem serving an end office that Cellular 29 intends to terminate traffic, the following conditions apply:

(B)1.2.3.4.3.1 Trunking to the local tandem is required when actual two-way busy hour traffic between a Qwest local tandem and Cellular 29 in the same local calling area exceeds 512 CCS.

(B)1.2.3.4.3.2 When a WSP 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, Cellular 29 may choose to use the access tandem for local traffic in the circumstances described above in (B)1.2.3.4.3.1. Cellular 29 will be required to submit an electronic letter on Cellular 29 letterhead to Qwest stating at which local tandems they will not interconnect. This letter should include, the local tandem CLLI(s) and the Cellular 29 specific NPA-NXXs for the local tandems. In addition, Cellular 29 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.

(B)1.2.3.4.3.3 Connections to a Qwest local tandem may be two-way or one-way trunks. These trunks will carry Exchange Service EAS/Local traffic only.

(B)1.2.3.4.3.4 A separate trunk group to the Qwest

Access Tandem is required for the exchange of Exchange Access (IntraLATA Toll Non-IXC) traffic and Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic.

(B)1.2.3.4.4 Where there is no Qwest local tandem serving a Qwest end office, Cellular 29 may choose from one of the following options:

(B)1.2.3.4.4.1 A two-way WSP Type 2 trunk group to the Qwest Access Tandem for CELLULAR 29 traffic terminating to, originating from, or passing through the Qwest network that combines MTA/ Local, Exchange Access (IntraLATA Toll Non-IXC) and Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic.

(B)1.2.3.4.4.2 A two-way WSP Type 2 trunk group to the Qwest Access Tandem for WSP 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 MTA/ Local and Exchange Access (IntraLATA Toll Non-IXC) traffic terminating to, originating from, and transiting the Qwest network.

(B)1.2.3.4.4.2.1 If the WSP uses two way trunking, Qwest will send all MTA/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.

(B)1.2.3.4.5 A one-way terminating WSP Type 2 trunk group to the Qwest access tandem for WSP traffic destined to or through the Qwest network that combines MTA/Local, Exchange Access (Intra LATA Toll Non-IXC) and Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic.

(B)1.2.3.4.6 Cellular 29 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 MTA/ Local, Exchange Access (IntraLATA Toll Non-IXC) traffic terminating to, originating from, and transiting the Qwest network.

(B)1.2.3.4.6.1 If CELLULAR 29 orders either of the above one-way trunk options, Qwest will return the traffic via one combined MTA/ Local, and Exchange Access (IntraLATA Toll Non-IXC) trunk group.

(B)1.2.3.4.7 Cellular 29 must have SS7 functionality to use SPOP in the LATA.

(B)1.2.3.4.8 Qwest assumes CELLULAR 29 will be originating MTA/Local and/or Exchange Access (IntraLATA Toll Non-IXC) traffic, therefore, CELLULAR 29 must order Type 2 trunking to each Qwest Access Tandem in the LATA to accommodate routing of this traffic. Additionally, if there is more than one Qwest Access Tandem within the LATA boundary, CELLULAR 29 must order Type 2 trunking to each Qwest Access Tandem that serves its NPA-NXX traffic to avoid call blocking. Alternatively, should the WSP accept the conditions as outlined in the SPOP Waiver (Exhibit A), trunking will not be required to each Qwest Access Tandem in a multi-Access Tandem LATA.

(B)1.2.3.4.9 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.

(B)1.2.3.4.10 SPOP in the LATA cannot be used in conjunction with existing CELLULAR 29 Type 2 trunking that connects to Qwest's end office switches with tandem functionality.

(B)1.2.3.4.11: Trunking to an end office is required when actual two-way busy hour traffic between a Qwest end office and Cellular 29 in the same local calling area exceeds 512 CCS.

(B)1.2.3.4.12 Ordering

(B)1.2.3.4.12.1 SPOP in a LATA will be ordered based upon the standard ordering process for the type of facility chosen.

(B)1.2.3.4.12.2 CELLULAR 29 will issue ASR's to disconnect/new connect existing access tandem trunk groups to convert them to SPOP trunk groups.

(B)1.2.3.4.12.3 In addition, the ASR ordering SPOP trunks will include SPOP Remarks "Single POP in LATA" and the SPEC Field must carry "SPOLATA."

(B)2. RECIPROCAL TRAFFIC EXCHANGE

(B)2.1 Description

(B)2.1.1 Reciprocal traffic exchange addresses the exchange of traffic between Cellular 29's network and Qwest's network. 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 or Tariff. Wireless two-way Interconnection is intended for Wireless to Wireline or Wireline to Wireless, but not Wireline to Wireline communications. The Wireless Interconnection provided will not be used to terminate other types of traffic on Qwest's network, such as Wireline originated traffic.

(B)2.1.2 Depending upon Cellular 29's needs and the technical capability and location of Qwest switches, various Wireless Interconnections and service arrangements are possible, as specified in the SPOP section of this Agreement.

(B)2.1.3 Wireless Type 2 Interconnections

(B)2.1.3.1 Type 2A Interconnections

(B)2.1.3.1.1 Type 2A Local

The Type 2A Local Interconnection connects Cellular 29's POI to a Qwest Local Tandem and exchanges traffic between Cellular 29 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 Primary High Use Interconnection arrangement.

(B)2.1.3.1.2 Type 2A Toll

The Type 2A Toll Interconnection connects Cellular 29's POI to a Qwest Toll/Access Tandem. A Toll/Access Tandem exchanges traffic between Cellular 29 and End Offices other than those subtending the associated Local Tandem, and delivers terminating Switched Access traffic from IXCs through Qwest to Cellular 29.

(B)2.1.3.1.3 Type 2A Equal Access Interconnection

This direct final route trunk group is used for the delivery of Interexchange Carrier Switched Access Traffic. It is an Interconnection with inband signaling using Feature Group D signaling protocol between Cellular 29's POI and the Access Tandem serving the area in which the POI is located. The service enables Cellular 29's end users to use their presubscribed 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)2.1.3.2 **Wireless Type 2B Primary High Use Interconnections**
The Type 2B Primary High Use Interconnection is a direct, two-way trunk group Interconnection between Cellular 29's POI and a Qwest end office, within the same LATA, with overflow traffic routed over an associated Type 2A trunk group to the associated Qwest Local Tandem. Type 2B Primary High Use service is only available in conjunction with an associated Type 2A service and is offered only where facilities and operating conditions permit. Cellular 29's and Qwest's local traffic can be exchanged over this Interconnection. It can also provide routing of Cellular 29-originated traffic to Feature Group A or Type 1 numbers residing within the Qwest end office switch. Cellular 29 will not route ancillary traffic or traffic terminating to Interexchange Carriers via Feature Group B, C, or D through the Type 2B Primary High Use Interconnection.

(B)2.1.3.3 **Wireless Type 2B Full Group Service**
The Type 2B Full Group Service is a direct, two-way trunk group connection between Cellular 29 POI and a Qwest End Office, within the same LATA. Each 2B Full Group serves only the individual End Office and not the entire EAS/Local Calling Area. There is no overflow capability to an alternative trunk group on a Type 2B direct final full trunk group configuration. Only telephone numbers associated with the Qwest End Office and the (WPS)'s POI are accessible from this trunk group.

Except with respect to SPOP facilities, a Type 2B Full Group connection is required to each End Office in the EAS/Local Calling Area when a Qwest Local Tandem is not available. These connections are in addition to the connection to the Qwest Toll/LATA Tandem which serves the Rate Center assigned to the Cellular 29's NNX where Cellular 29 elects to obtain Type 2A service from Qwest.

(B)2.1.3.4 **Type 2D Interconnection**
Type 2D Interconnection is a digital final route trunk group between a Cellular 29 Point of Interconnection and the Operator Services Tandem for the delivery of calls (i.e. Directory Assistance, National Directory Assistance, Operator Services). Type 2D Interconnection is a direct route to the Operator Services Tandem only. Type 2D trunks are available as one way out, mobile to land (to the Qwest operator tandem); they are not available as one

way in or for paging. Qwest offers only interim operator services signaling on Type 2D Interconnection.

- (B)2.1.4 The traffic types to be exchanged under this Agreement include:
- (B)2.1.4.1 MTA/Local Traffic as defined in this Agreement.
 - (B)2.1.4.2 Non-local (Inter-MTA) traffic as defined in this Agreement.
 - (B)2.1.4.3 Jointly provided Switched Access traffic as defined in this Agreement.
 - (B)2.1.4.4 Transit traffic is any traffic that originates from one Telecommunications Carrier's network, transits another Telecommunications Carrier's network, and terminates to yet another Telecommunications Carrier's network. For the purposes of this Agreement, transit traffic does not include traffic carried by Interexchange Carriers. That traffic is defined as Jointly Provided Switched Access.

Transit service is provided by Qwest to Cellular 29 to enable the completion of calls originated by or terminated to another Telecommunications Carrier (such as a carrier, an existing LEC, or another wireless carrier), which is connected to a Qwest tandem.

- (B)2.1.5 Ancillary traffic includes all traffic destined for ancillary services or that may have special billing requirements including, but not limited to the following:
- (B)2.1.5.1 Directory Assistance
 - (B)2.1.5.2 911/E911
 - (B)2.1.5.3 Operator busy line interrupt and verify
 - (B)2.1.5.4 Toll Free Services.

Ancillary services are addressed in Part E of this Agreement.

- (B)2.1.6 Toll Blocking Service
- (B)2.1.6.1 Selective Class of Call Screening.
Selective Class of Call Screening restricts, by operator identification, outgoing toll calls to collect, third party billed, and credit card calls only. When available, and to the extent it is operational, it is available to Cellular 29 on NXXs when traffic is originated from Ancillary trunks.
 - (B)2.1.6.2 Billed Number Screening.

Billed Number Screening prevents the billing of incoming calls on a received collect or third number basis. It is available to Cellular 29 on NXXs when traffic is sent via a Type 2A Local or Toll or a Type 2D trunk group to the Qwest operator tandem.

Cellular 29 will provide the appropriate signaling as defined in Telcordia document GR-145-CORE. Any service having its own contractual terms and conditions separate from this Agreement is excluded from Toll Blocking Service.

(B)2.2 Terms and Conditions

(B)2.2.1 Transport and Termination of Local Traffic.

(B)2.2.1.1 MTA/Local traffic will be exchanged as Type 2 Service.

(B)2.2.1.2 As negotiated between the Parties, the transport of MTA/Local traffic may occur in several ways:

(B)2.2.1.2.1 Two-way trunk groups will be established wherever possible; however, either Party may elect to provision its own one-way trunks for delivery of local traffic to be terminated on the other Party's network. If Cellular 29 uses two-way trunking, Qwest will send all MTA/Local traffic, Exchange access, and Jointly Provided Switched Access traffic on same combined trunk.

(B)2.2.1.2.2 The Parties may elect to purchase transport services from each other or from a third party. Such transport delivers the originating Party's local traffic to the terminating Party's end office or tandem for call termination.

(B)2.2.1.3 Based on forecasted or actual traffic at Cellular 29's busy hour in centum call seconds (ccs), where there is a DS1's worth of traffic (512 ccs) between Cellular 29's POI and any given Qwest end office, Cellular 29 will order a Type 2B dedicated (i.e., direct), two-way Primary High Use trunk group from Cellular 29 POI directly to the Qwest end office, which will overflow to an associated Type 2A local trunk group, if Cellular 29 has ordered such facilities. To the extent that Cellular 29 has established a collocation arrangement at a Qwest end office location, and has available capacity, the Parties agree that the Parties shall provide two-

way Type 2B direct trunk facilities (High Use or Full Group as applicable), when required, from that end office to Cellular 29's POI. In all other cases, the direct facility may be provisioned by Qwest or Cellular 29 or a third party. If both Cellular 29 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 or elect to implement separate one-way trunks.

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.

(B)2.2.2 Non-Local Traffic

Non-Local traffic can be exchanged over Type 2 facilities. However, mobile to land and land to mobile traffic usage will be rated using interstate tariffed Switched Access rates.

(B)2.2.3 Transit Traffic

(B)2.2.3.1 Qwest will accept traffic originated by Cellular 29 for termination to a WSP, existing non-Qwest LEC, or another Wireless carrier that is connected to Qwest's local and/or Toll/Access Tandems. Qwest will also terminate traffic from these other Telecommunications Carriers to Cellular 29.

(B)2.2.3.2 To the extent technically feasible, the Parties involved in transporting transit traffic will deliver calls to each involved network with CCS/SS7 Protocol and the appropriate ISUP/TCAP messages to facilitate full interoperability and billing functions.

(B)2.2.3.3 The originating company is responsible for payment of appropriate usage charges to the transit company and to the terminating company.

In the case of intraLATA toll traffic, where Qwest is the designated intraLATA Toll provider for existing non-Qwest LECs, Qwest will be responsible for payment of appropriate usage rates including the payment of terminating access to Cellular 29.

When Qwest receives a call from Cellular 29 to a number that has been ported to another local service provider, Qwest will consider such calls as transit traffic and therefore not subject to local reciprocal compensation from Cellular 29. This includes all

Cellular 29 originated calls regardless of who performed the query.

(B)2.2.3.4 The provisions of this section with respect to Transit Traffic which Qwest routes to Cellular 29, Cellular 29 shall charge Qwest under the same terms as conditions as Qwest would have charged Cellular 29 under for the same type of traffic.

(B)2.2.4 Jointly Provided Switched Access:
When Parties choose to participate in Jointly Provided Switched Access they will agree to use industry standards developed to handle the joint provisioning and billing of Switched Access to Interexchange Carriers (MECAB, MECOD, and the Parties' FCC and State Access Tariffs). Each Party will bill the IXC the appropriate portion of its Switched Access rates. Qwest will also provide the one-time notification to Cellular 29 of the billing name, billing address and carrier identification codes of each of the IXCs subtending any Access Tandems to which Cellular 29 directly connects. This type of traffic is discussed separately in this Section.

(B)2.2.5 Interface Code Availability.
Supervisory signaling specifications, and the applicable network channel interface codes for Type 2 trunks, are the same as those defined in Telcordia Reference Documents GR-145-CORE and BR-795-403-100.

(B)2.2.6 Signaling Options.

(B)2.2.6.1 SS7 Out of Band Signaling.
SS7 Out of Band Signaling (SS7) should be the signaling of choice for Type 2 trunks where technically feasible for both Parties. SS7 should be requested on the order for new Type 2 trunks. SS7 signaling may not be used on Type 2 Equal Access trunks.

Common Channel Signaling Access Capability (CCSAC) Links are available as Unbundled Network Elements (UNEs), as set forth in Part D, or may be ordered as a finished service from the Qwest FCC Tariff No.5, or may be ordered from a third party.

(B)2.2.6.2 Multifrequency Signaling.
Where SS7 signaling is not available or not technically feasible by both Parties, inband Multifrequency (MF) wink start signaling will be used. When the SS7 option becomes available in both networks, the Parties will jointly work to convert existing MF signaling to SS7.

(B)2.2.6.3 Clear Channel Capability.
Clear Channel Capability (64CCC) permits 24 DS0-64 Kbps services or 1.536 Mbps of information on the 1.544 Mbps/s line rate. 64CCC is available for Type 2 trunks equipped with SS7 Out-of-Band Signaling. 64CCC must be requested on the order for the new Type 2 trunks.

(B)2.2.7 Measurement of terminating local Interconnection minutes begins when Cellular 29's MSC receives answer supervision from the called end user's end office. The measurement of terminating call usage over Type 2 trunks ends when Cellular 29's MSC receives disconnect supervision from either the called end user's end office, indicating the call has disconnected, or Cellular 29's Point of Interconnection, whichever is recognized first by the entry switch. This is commonly referred to as "conversation time". Qwest will only charge Cellular 29 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.

Where feasible, Qwest will provide as a part of Cellular 29 bill, recording and rating of mobile to land traffic exchanged over the Wireless Interconnection. If data necessary for billing is lost, and Cellular 29 does not have its own measurements of such traffic, Qwest will estimate usage based on the previous three (3) months' usage.

(B)2.2.8 Type 2 Forecasting -

(B)2.2.8.1 Parties will work in good faith to define a mutually agreed upon forecast of Type 2 trunking.

(B)2.2.8.2 Both Parties shall have the obligation to participate in joint planning meetings at quarterly intervals to establish trunk design and provisioning requirements. The Parties agree to provide mutual trunk forecast information to ensure end user call completion between the Parties' networks. Such forecasts will be for Type 2 trunking which impacts the switch capacity and facilities of each Party.

(B)2.2.8.3 Switch growth jobs are custom jobs with a minimum six (6) month timeframe from the vendors. To align with the timeframe needed to provide for the capacity including engineering, ordering, installation and make ready activities required by the forecast, the Parties agree to utilize Qwest standard forecast timelines as defined in the Qwest Type 2 Trunk Forecast Form.

- (B)2.2.8.4 Each party will utilize the forecast cycle outlined on the Qwest TYPE 2 Trunk Forecast Forms which stipulates that forecasts be submitted on a quarterly basis. The forecast will identify trunking requirements for a three (3) year period. From the quarterly close date as outlined in the forecast cycle, the receiving Party will have one (1) month to determine network needs and place vendor orders which require a six (6) month minimum to complete network build. Seven (7) months after submission of the forecast, the forecasting party may begin to order against the facilities forecast for that quarter, given no vendor or other unavoidable delays.
- (B)2.2.8.5 Both Parties will follow the forecasting and provisioning requirements of this Agreement for the appropriate sizing of trunks, use of direct vs. local tandem routing. See (B) 2.2.1.3.
- (B)2.2.8.6 In the event of a dispute regarding forecast quantities, the Parties will not refuse the forecast in its entirety. The Parties shall attempt in good faith to resolve the matter informally. If the Parties fail to reach resolution, the Dispute Resolution provision of this Agreement shall apply. Until the dispute resolution process is completed, the lower forecast will be used.
- (B)2.2.8.7 Joint planning meetings/calls will be used to bring clarity to the process. Each Party will provide adequate information associated with the Qwest Type 2 Trunk Forecast Forms in addition to its forecasts. During the joint planning meetings, both Parties shall provide information on major network projects anticipated for the following year that may impact the other Party's forecast or Interconnection requirements. No later than two (2) weeks prior to the joint planning meetings, the Parties shall exchange information to facilitate the planning process.
- (B)2.2.8.8 In addition to the above information, Cellular 29 shall provide:
- Completed Qwest Type 2 Trunk Forecast Forms.
- Any planned use of an alternate local tandem provider.
- (B)2.2.8.9 In addition to the above information, Qwest shall provide the following information about Qwest through the Local Exchange Routing Guide or the

Interconnections (ICONN) Database. ICONN is available through the Qwest Web site: <http://www.qwest.com/wholesale/pcat/wireless.html>

Qwest Tandems and Qwest end offices (LERG)

CLLI codes (LERG)

Business/Residence line counts (ICONN)

Switch type (LERG or ICONN)

Current and planned switch generics (ICONN)

- (B)2.2.8.10 Trunk Blocking reports for existing trunk groups; (e.g., direct end office and local tandem connected TYPE 2 trunks), and a summary report for common trunk groups behind the local tandem that are blocking within specific thresholds or bands will be provided pursuant to the Service Performance Section of this Agreement.
- (B)2.2.8.11 Qwest Network Disclosure of deployment information for specific technical capabilities (e.g. ISDN deployment, 64 CCC, etc.) shall be provided on Qwest's Web Site.
- (B)2.2.8.12 When appropriate, the Qwest Trunk Group Servicing Request (TGSR) process will be utilized to notify of the need to take action and place orders against the forecasted trunk requirements.
- (B)2.2.8.13 The Parties agree that the following terms apply to the forecasting process:
 - (B)2.2.8.13.1 Cellular 29 forecasts shall be provided as detailed in the standard Qwest TYPE 2 Trunk Forecast Form.
 - (B)2.2.8.13.2 Forecasts shall be deemed Confidential Information.
- (B)2.2.8.14 If a trunk group comprised of 3 or more DS1s is consistently under sixty (60) percent of centum call seconds (ccs) capacity each month of any three (3) month period, Cellular 29 will be provided written notification of the requirement to resize the trunk groups. Such notification shall include information on current utilization levels. Thirty (30) days after the written notification, Qwest may reclaim the facilities

and charge Cellular 29 a charge equal to the rearrangement charge outlined in this Section of this Agreement. When trunk groups are utilized at less than sixty (60) percent of ccs for any three (3) month period, Qwest has the right to refuse ASRs and/or cancel pending requests to augment those under utilized trunk groups until such time as the utilization on that group reaches the required sixty (60) percent level. When reclamation does occur, the trunk group shall not be left with less than twenty five (25) percent excess capacity.

(B)2.2.8.15 Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

(B)2.2.8.16 Forecasts for Interconnection facilities to be provisioned on a route which involves extraordinary circumstances shall be handled as Construction Charges, as detailed in Part (F) of this Agreement. Qwest and Cellular 29 may also choose to work in good faith to identify and locate alternative routes which can be used to accommodate Cellular 29 forecasted build. Extraordinary circumstances include, but are not limited to, natural obstructions such as lakes, rivers, or steep terrain, and legal obstructions such as governmental, federal, Native American or private rights of way. Standard Qwest forecast timeframes will not apply under these circumstances.

(B)2.2.9 Trunking Requirements

(B)2.2.9.1 The Parties agree to provide designed Interconnection facilities that meet the same technical criteria and service standards, such as probability of blocking in peak hours and transmission standards, in accordance with industry standards.

(B)2.2.9.2 Two-way trunk groups will be established wherever possible. Separate trunk groups will be established based on billing, signaling, and network requirements. For example, (1) billing requirements - switched access vs. local traffic (except when utilized with SPOP), (2) signaling requirements - MF vs. SS7, and (3) network requirements - directory assistance traffic to Operator Services tandems.

(B)2.2.9.3 The following is the current list of traffic types that require separate trunk groups, unless specifically otherwise stated in this Agreement.

- (B)2.2.9.3.1 Type 2A Local - for the exchange of traffic that is originated by, or terminating to, a Wireline end user within the EAS/Local Calling Area.
- (B)2.2.9.3.2 Type 2A Toll - for the exchange of traffic that is originated by, or terminating to, a Wireline end user within the LATA, other than within the EAS/Local Calling Area. Nothing in this section shall be read to affect reciprocal compensation obligations for MTA/Local Traffic. Type 2A Toll trunks also carry Switched Access traffic terminating from IXCs, through Qwest, to Cellular 29. Calls originating from Cellular 29 to Directory Assistance may be routed over Type 2A Toll.
- (B)2.2.9.3.3 Type 2 Equal Access - One-way mobile to land trunk group for Switched Access traffic originated by Cellular 29, through Qwest, terminating to the IXC.
- (B)2.2.9.3.4 Type 2B - Exclusively for the exchange of traffic to or from Wireline end users served by a specific Qwest end office. Type 2B trunks are required when actual two-way busy hour traffic between a specific Qwest End Office and Cellular 29 in the same local calling area exceeds 512 CCS. During peak busy hours, an associated Type 2A interconnection to the Local Tandem or Access Tandem accepts overflow traffic from the 2B group.
- (B)2.2.9.3.5 Type 2D - One-way mobile to land trunk group for traffic originated by Cellular 29 to a Qwest Operator Tandem.
- (B)2.2.9.3.6 Ancillary - One-way mobile to land trunk group for miscellaneous traffic including: Directory Assistance, Operator Services (collect, credit

card and Third Party Billed), toll free services, 911, and interLATA toll services.

- (B)2.2.9.4 Two-way trunks are offered only where technically feasible.
- (B)2.2.9.5 Trunk group connections will be made at a DS1 or multiple DS1 level. Ancillary service trunk groups may be made at either a DS1 or DS0 level.
- (B)2.2.9.6 The Parties will provide Common Channel Signaling (CCS) to one another in conjunction with all EAS/Local trunk circuits, except as provided below.

The Parties agree that an all SS7 network is beneficial to end users and Carriers and therefore, will provision trunking using SS7/CCS capabilities. Redundant MF signaling networks will not be provided. Exceptions to this arrangement would be limited to operator services trunking, 911 trunking and any others currently available in the Qwest network only on MF signaling.

Qwest and Cellular 29 are required to provide each other the proper signaling information (e.g., originating call party number and destination call party number, etc.) to enable each Party to issue bills in a complete and timely fashion. All CCS signaling parameters will be provided including Calling Party Number (CPN), valid Automatic Number Identification (ANI), originating line information (OLI), calling party category, charge number, etc. All privacy indicators will be honored.

When the Parties interconnect via CCS for Jointly Provided Switched Access Service, Qwest will provide MF/CCS interworking as required for Interconnection with Interexchange Carriers who use MF signaling.

- (B)2.2.9.7 Cellular 29 shall terminate traffic to wireline EAS/Local end users on Access Tandems (when utilizing the SPOP option) Local Tandems or End Office switches.
- (B)2.2.9.8 Intentionally left blank for numbering consistency.
- (B)2.2.9.9 Alternate Traffic Routing on Type 2B Primary High Use When Cellular 29 has a Type 2B Primary High Use arrangement in addition to its Type 2A Local trunk group which provides two paths to a Qwest End Office, the Parties will utilize alternate traffic routing. Traffic will be offered first to the Type 2B trunk group (also

referred to as the “primary high” route) and then overflow to the Type 2A trunk group (also referred to as the “alternate final” route).

(B)2.2.10 Testing

(B)2.2.10.1 Acceptance Testing

At the time of installation of a Type 2 trunk group, and at no additional charge, the Parties will cooperatively test the same parameters tested for terminating Feature Group D Switched Access Service. See Qwest's applicable Switched Access Tariff for the specifications.

(B)2.2.10.2 Testing Capabilities

(B)2.2.10.2.1 Terminating Type 2 testing is provided where equipment is available, with the following test lines: seven-digit access to balance (100 type), milliwatt (102 type), nonsynchronous 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)2.2.10.2.2 In addition to Type 2 acceptance testing, during installation, additional 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 Tariff rates. Testing fees will be paid by the party requesting the additional tests.

(B)2.2.11 Mileage Measurement

Where required, the mileage measurement for Type 2 is determined in the same manner as the mileage measurement for V & H methodology as outlined in NECA Tariff No.4.

(B)2.3 Rate Elements

(B)2.3.1 Point of Interconnection

(B)2.3.1.1 Entrance Facilities

Recurring and nonrecurring rates for Entrance Facilities are specified in Part G of this Agreement and will apply for those DS1 or DS3 facilities dedicated to use by Type 2 Service.

If Cellular 29 chooses to use Qwest's Private Line Transport Service not covered by this Agreement from the state or FCC Access Tariffs, the rates from those Tariffs will apply.

(B)2.3.2 Direct Trunked Transport

(B)2.3.2.1 Direct Trunked Transport is available as follows:

(B)2.3.2.1.1 Direct Trunked Transport (DTT) is available between the Serving Wire Center of the POI and Qwest's tandem or end office switches. The applicable rates are described in Part G. DTT facilities are provided as dedicated DS3 or DS1 facilities.

(B)2.3.2.1.2 Mileage shall be measured for DTT based on V&H coordinates between the Serving Wire Center of the POI and the Qwest tandem or end office.

(B)2.3.2.1.3 Fixed and Per Mile Charges per DS1 and per DS3 are applicable and are defined for DTT in Part G of this Agreement.

(B)2.3.3 Multiplexing options (DS1/DS3 mux) are available at rates described in Part G.

(B)2.3.4 Facilities Credit

When Cellular 29 leases two-way facilities from Qwest for Entrance Facility (EF), Direct Trunked Transport (DTT) and Multiplexing, Qwest's charges shall be adjusted to account for the portion of the facility used to transport traffic originated by Qwest's end users to Cellular 29, as follows:

(B)2.3.4.1 A credit will be calculated by multiplying (1) the sum of the total monthly channel facility for the EF and DTT, multiplexer and distance sensitive facilities state specific charges by (2) a factor of 0.20 (twenty percent). This factor can be updated every six months subject to review and validation by Qwest, based on a three-month study of actual usage of Qwest originated land to mobile traffic to total traffic exchanged between the Parties and will include a true-up of the previous six months. This factor will be supplied to Qwest thirty (30) days prior to its effective date. If WSP does not supply a new factor, the previous factor will remain in effect until the next update. This credit will be applied each month for the term of this agreement.

- (B)2.3.4.2 Installation nonrecurring charges will be assessed at 100% by Qwest for each Type 2 two-way trunk ordered (including multiplexing) by Cellular 29 at rates specified in Part G. Cellular 29 may in turn bill Qwest at 20% (or the then current Qwest Facilities Credit Factor in effect) of the original nonrecurring charge levied by Qwest to Cellular 29.

EXAMPLE OF FACILITIES CREDIT CALCULATION

Equipment Cost (Entrance facility, multiplexing, etc.)	\$ 10,000.00
Dedicated transport cost (fixed and per mile)	<u>\$ 1,250.00</u>
Total facility cost (\$10,000.00 + \$1,250.00)	\$ 11,250.00
Multiply total facility cost by .20	
Facilities Credit (\$11,250.00 x .20)	\$ 2,250.00

(B)2.3.5 MTA/Local Traffic and ISP-Bound Traffic

- (B)2.3.5.1 Because Cellular 29 is licensed to operate by the FCC in RSA No. 1, an area entirely located within the State of Iowa, and 1) that the majority of the Mobile to Land (M-L) and Land to Mobile (L-M) MTA/Local Traffic between Cellular 29 and Qwest is under a Bill and Keep arrangement in Iowa, 2) all Cellular 29 M-L MTA/Local Traffic destined for Qwest end users located in Nebraska is originated from a Cellular 29 cell site located in Southwestern Iowa, and 3) all Cellular 29 originated MTA/Local traffic destined for Qwest end users located in Nebraska subtend the Omaha Access Tandem, the Parties agree to exchange MTA/Local Traffic in Nebraska at Bill and Keep. Bill and Keep is used in lieu of End Office Call Termination and Tandem Switched Transport rate elements.

- (B)2.3.5.1.1 Neither Party shall be responsible to the other for call termination charges associated with Transit Traffic that transits such Party's network.

- (B)2.3.5.2 The Parties agree to exchange all ISP-bound traffic at the Bill and Keep rate, pursuant to the FCC's Order on Remand and Report and Order in CC Docket 99-68, (Intercarrier Compensation for ISP-Bound Traffic.) Bill and Keep is used in lieu of End Office Call Termination and Tandem Switched Transport rate elements.

(B)2.3.6 Non-MTA Traffic.

Applicable Qwest Switched Access Tariff rates apply to Non-MTA Local traffic routed to a Toll/Access Tandem, Local Tandem, or directly to an end office by Cellular 29 without the use of a non-Qwest IXC. Because of the geographic configuration of Cellular 29's CMRS licensed service area and the fact that the reciprocal compensation under this Agreement is Bill and Keep for local non-transit traffic, the Parties have agreed to use the Rate Center of the dialing number (NPA NXX) and the Rate Center of the dialed number (NPA NXX) at the beginning of the call for purposes of determining whether a call is originated and terminated within the same MTA and whether reciprocal compensation applies.

(B)2.3.6.1 Until such time as Qwest can measure and bill both MTA/Local and Non-MTA Traffic delivered over the same trunk group, Cellular 29 will route Non-MTA Traffic to Qwest via an IXC. If Cellular 29 does not route this traffic to an IXC the Parties agree to use a Mobile to Land (M-L) InterMTA factor. This factor will be applied to the measured (M-L) minutes of use terminated on Qwest's network to determine the portion of InterMTA minutes of use to be billed at the applicable switched access rates.

(B)2.3.6.1.1 The M-L InterMTA factor will be initially set at 5% and can be updated quarterly by Cellular 29 to take effect on January 1, April 1, July 1, and October 1. Cellular 29 will provide the M-L InterMTA factor to Qwest at least 30 days prior to its effective date.

(B)2.3.6.1.2 If Cellular 29 does not provide an InterMTA factor declaration quarterly, Qwest will use the previous quarters declaration. Mail all M-L InterMTA declarations to:

Qwest Corporation
Wireless Billing Manager
250 Bell Plaza, Room 601
Salt Lake City, Utah 84111

(B)2.3.7.1 Transit Local: The applicable Type 2 transit rates for nonQwest MTA/Local transit traffic, contained in Part G of this Agreement, apply to the originating Cellular 29 and to all traffic delivered by Qwest to Cellular 29 which Cellular 29 terminates to another WSP.

(B)2.3.7.2 Transit Toll: The applicable Type 2 transit rates for non MTA/Local IntraLATA Toll transit traffic, contained

in Part G of this Agreement apply to the originating party.

(B)2.3.7.3 When either Party receives a call from the other Party to a number that has been ported to another local service or CMRS provider, as applicable, the terminating Party will consider such calls as transit traffic. This includes all such originated traffic regardless of who performed the query. Transit rates, as set forth in Part G of this agreement, will apply for such calls.

(B)2.3.8 Miscellaneous Charges

(B)2.3.8.1 Cancellation charges will apply to Type 2 orders, which are cancelled prior to implementation, based upon rates, terms and conditions described in state Tariffs governing Switched Access for Type 2 trunks and Private Line Transport Service for DS1 and DS3 Type 2 facilities, except where overridden by state Commission order.

(B)2.3.8.2 Expedites for Type 2 orders are allowed as set forth in the applicable Qwest tariff. When expedites are allowed, expedite charges will apply to Type 2 orders based on rates, terms and conditions described in Tariffs governing Switched Access for Type 2 trunks and Private Line Transport Service for DS1 and DS3 Type 2 facilities, except where overridden by state Commission order.

(B)2.3.8.3 Construction charges will apply as described in Section (F) of this Agreement.

(B)2.3.8.4 The following charges/procedures, except for normal and customary maintenance, repair and provisioning, charged against the party originating the change and will apply to Type 2 orders based upon rates, terms and conditions described in Qwest state tariffs governing Switched Access for Type 2 trunks, and Private Line Transport Services for DS1 and DS3 Type 2 facilities, except where overridden by state Commission order:

Due Date Change
Design Change Charge
Additional Engineering
Overtime Installation
Additional Labor Standby

Additional Labor Testing and Maintenance
Maintenance of Service
Additional Cooperative Testing
Automatic Scheduled Testing
Cooperative Scheduled Testing
Manual Scheduled Testing
Nonscheduled Testing
Nonscheduled Cooperative Testing
Nonscheduled Manual Testing

(B)2.4 Ordering

- (B)2.4.1 When ordering Type 2 service, Cellular 29 shall complete a Access Service Request (ASR) form which provides all information necessary to process an order.
- (B)2.4.2 Cellular 29 will provide the CLLI codes of the Qwest Tandem or End Office and Cellular 29 POI, and the Two-Six Code previously provided by Qwest with respect to the trunk group to which each NXX will be routed.
- (B)2.4.3 When the ordering Party initially requests a DS3 Interconnection facility to a local tandem or local exchange office, the provider will forward the appropriate DS1 facility record information necessary to identify the circuit facility assignment. On subsequent requests utilizing existing DS3 Direct Trunked Transport facilities, the provider will assign the DS1 facility to the DS3 Direct Trunked Transport facility, as directed by the ordering Party.
- (B)2.4.4 A joint planning meeting will precede Cellular 29 orders for Type 2 interconnections at new Points of Connection (POIs) or Qwest tandem locations. These meetings will result in the transmittal of Access Service Requests (ASRs) to initiate order activity. When requesting a tandem interconnection, Cellular 29 will provide its best estimate of the traffic distribution to each end office subtending the Qwest tandem.
- (B)2.4.5 Service intervals and due dates for the initial establishment of trunking arrangements at each location of Interconnection between the Parties will be determined on an individual case basis but in no event at an interval less favorable than commonly provided for LEC interconnection facilities.
- (B)2.4.6 Service intervals and due dates for the establishment of subsequent trunking arrangements for Interconnection between the Parties, will be in accordance with the guidelines for Type 2 contained in the Interconnect & Resale Resource Guide, available on Qwest's Web Site.
- (B)2.4.7 Cellular 29 may cancel an order for Type 2 service at any time prior to notification by Qwest that service is available for Cellular 29's

use, subject to cancellation charges described in State Access tariffs. If Cellular 29 is unable to accept Type 2 Service within 120 calendar days after the original service date, through no fault of Qwest's, Cellular 29 has the following options:

The order for Type 2 Service will be cancelled, and cancellation charges will apply, or

Billing for the service will commence.

In such instances, the cancellation date or the date billing is to commence, depending on which option is selected by Cellular 29, will be the 121st calendar day beyond the original service date of the order for Type 2 Service.

(B)3. JOINTLY PROVIDED SWITCHED ACCESS SERVICES

(B)3.1 Switched Access Service, other than as defined in this Agreement, is defined and governed by the FCC and State Access Tariffs, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD) Guidelines, and is not modified by any provisions of this Agreement. Both Parties agree to comply with such guidelines, including, but not limited to, requirements to file NXXs in NECA4 and to obtain an Operating Company Number (OCN). A summary of applicable guidelines is available in the Interconnect & Resale Resource Guide.

Qwest and Cellular 29 agree to exchange all records necessary for the billing of jointly provided switched access. The records to be exchanged include Category 11-01 and 11-50 access records as defined in the MECAB/MECOD documents.

(B)3.2 Qwest will agree to function as the Access Service Coordinator (ASC) as defined in the MECOD Guidelines (Technical Reference SR-TAP-000984). Qwest will provide the operational, technical and administrative support required in the planning, provisioning and maintenance involved in the joint access provisioning process to the IXCs. Qwest will be unable to fulfill the role of ASC if Cellular 29 does not fully comply with MECOD requirements.

PART C - COLLOCATION

Collocation allows for the placing of telecommunications equipment owned by Cellular 29 within Qwest's Central Office for the purpose of accessing and/or terminating EAS/Local and ancillary traffic

Should the Parties desire to establish a Collocation relationship, through either physical or virtual Collocation, the Parties will enter into an Amendment to this Agreement and additional insurance requirements may apply.

PART D - UNBUNDLED NETWORK ELEMENTS (UNEs)

Cellular 29 may order access to Qwest UNEs via Caged Physical, Cageless Physical, Virtual or ICDF Collocation. This access allows Cellular 29 to connect UNEs to other Qwest or Cellular 29's own network elements for the purpose of offering telecommunications services.

Should the Parties desire to establish Unbundled Network Elements (UNEs), the Parties will enter into an Amendment to this Agreement.

PART E - ANCILLARY SERVICES

(E)1. LOCAL NUMBER PORTABILITY

(E)1.1 Terms and Conditions

(E)1.1.1 Both Parties agree to implement Local Number Portability (LNP) or Wireless Local Number Portability (WLNP), as applicable, in conformance with FCC and state regulations. As FCC and state LNP/WLNP regulations are phased in, both Parties will conform to all LNP/WLNP industry standards and to applicable North American Numbering Council (NANC) and state guidelines and agreements.

(E)1.1.2 Each Party is responsible for ensuring that LNP/WLNP database queries are performed for calls originated by its customers, when the Party is the N-1 carrier, as defined by the FCC. Parties can either perform queries themselves or use a third party.

(E)1.1.3 Qwest query services are defined in F.C.C. Tariff No. 1; End Office and Tandem Default Query Charges are contained in Section 13 (Miscellaneous Service) and Database Query Charges are contained in Section 20 (CCSAC Service Applications). Cellular 29 agrees to apply these Qwest Charges for any queries performed by Cellular 29 where Qwest was the N-1 carrier.

(E)2 911/E911 Service

Compliance with FCC Docket 94-102 necessitates the integration of wireless calls to the E9-1-1 network, which is separate from the Type 2 interconnection. This E9-1-1 connectivity must be between the wireless carrier's switch and the appropriate 9-1-1 selective router and must include provisions for the delivery of the wireless subscriber's call back telephone number and the location of the originating cell tower for Phase I and the X,Y coordinate, within 157 meters, of the calling party in lieu of the originating cell tower location, for Phase II. It is the wireless carriers responsibility to arrange for compliance with this section of FCC 94-102. The Parties will cooperate in the joint provision of Wireless E9-1-1 service, to include the provisioning of the network and ALL (Automatic Location Identification) database, under a separate agreement, which is compliant with the requirements of FCC docket 94-102, when such service is requested by a qualifying Public Safety Answering Point (PSAP).

(E)3 White Pages Directory Listings

(E)3.1 Description

White Pages Listings Service (Listings) consists of Qwest placing the names, addresses and telephone numbers of Cellular 29's end users in Qwest's listing database, based on end user information provided to Qwest by Cellular 29. Cellular 29 is not obligated to provide Listings to Qwest however, where Cellular 29 elects to so provide the Listings, Qwest is authorized to use Cellular 29 end user listings as noted below.

(E)3.2 Terms and Conditions

(E)3.2.1 Cellular 29 will provide in standard, mechanized format, and Qwest will accept at no charge, one primary listing for each main telephone number belonging to Cellular 29's end users.

(E)3.2.2 Cellular 29 will be charged for premium and privacy listings (e.g., additional, foreign, cross reference) at Qwest's General Exchange listing Tariff rates, less the wholesale discount, as described in Part G. Primary listings and other types of listings are defined in the Qwest General Exchange Tariffs.

(E)3.2.3 Information on submitting and updating listings is available in Qwest Facility Based and Co-Provider Listings User Documents. Qwest will furnish Cellular 29 the listings format specifications. Directory publishing schedules and deadlines will be provided to Cellular 29.

(E)3.2.4 Cellular 29 grants Qwest a non-exclusive license to incorporate Cellular 29's end user listings information into its directory assistance database. Qwest will incorporate Cellular 29 end user listings in the directory assistance database. Qwest will incorporate Cellular 29's end user listings information in all existing and future directory assistance applications developed by Qwest.

(E)3.2.5 Cellular 29 end user listings will be treated the same as Qwest's end user listings. Prior written authorization from Cellular 29, which authorization may be withheld shall be required for Qwest to sell, make available, or release Cellular 29's end user listings to directory publishers, or other third parties other than directory assistance providers. Upon request by Qwest, Cellular 29 shall enter into negotiations with Qwest for Qwest's use of subscriber list information for purposes other than publishing directories, and Qwest and Cellular 29 will enter into a written contract if agreement is reached for such use. No prior authorization from Cellular 29 shall be required for Qwest to sell, make available or release Cellular 29's end user directory assistance listings to directory assistance providers. Listings shall not be provided or sold in such a manner as to segregate end users by carrier. Qwest will not charge Cellular 29 for updating and maintaining Qwest's listings database, including Cellular 29's end user listings. Cellular 29 will not receive compensation from Qwest for any sale of listings by Qwest to other directory assistance providers, provided for under this Agreement.

(E)3.2.6 To the extent that state Tariffs limit Qwest's liability with regard to listings, the applicable state Tariff(s) provision is incorporated herein and supersedes the Limitation of Liability Section of this Agreement with respect to the liability of both Qwest and Cellular 29, with respect to listings only.

(E)3.2.7 Qwest is responsible for maintaining listings, including entering, changing, correcting, rearranging and removing listings in accordance with Cellular 29 orders.

(E)3.2.8 Qwest provides non-discriminatory appearance and integration of white pages listings for all Cellular 29' and Qwest's end users. All requests for white pages directory listings, whether Cellular 29 or Qwest end users, follow the same processes for entry into the listings database.

(E)3.2.9 Qwest will take reasonable steps in accordance with industry practices to accommodate nonpublished and nonlisted listings provided that Cellular 29 has supplied Qwest the necessary privacy indicators on such listings.

(E)3.2.10 Cellular 29 white pages listings will be in the same font and size as listings for Qwest end-users, and will not be separately classified.

(E)3.2.11 Qwest processes for publication of white pages directory listings will make no distinction between Cellular 29 and Qwest subscribers. Cellular 29 listings will be provided with the same accuracy and reliability as Qwest's end user listings. Qwest will ensure Cellular 29 listings provided to Qwest are included in the white pages directory published on Qwest's behalf using the same methods and procedures, and under the same terms and conditions, as Qwest uses for its own end user listings.

(E)3.2.12 Qwest shall ensure its third party publisher distributes appropriate alphabetical and classified directories (white and yellow pages) and recycling services to Cellular 29 end-users at parity with Qwest end users, including providing directories a) upon establishment of new service; b) during annual mass distribution; and c) upon end-user request.

(E)3.2.13 Cellular 29 shall use commercially reasonable efforts to ensure that listings provided to Qwest are accurate and complete. Cellular 29's liability for providing incorrect information shall be to provide the correct information. All third party listings information provided by Qwest to Cellular 29, and all of Cellular 29's information provided by Qwest to any third parties, is provided AS IS, WITH ALL FAULTS. Cellular 29 further represents that it shall review all Cellular 29 listings information provided to Qwest, including end user requested restrictions on use, such as nonpublished and nonlisted restrictions.

(E)3.2.14 Intentionally left blank.

(E)3.2.15 Cellular 29 shall be solely responsible for knowing and adhering to state laws or rulings regarding listing of Cellular 29's customer information and for supplying Qwest with the applicable listing information.

(E)3.2.16 Cellular 29 agrees to provide to Qwest its end user names, addresses and telephone numbers in a standard mechanized format, as specified by Qwest.

(E)3.2.17 Cellular 29 will supply its ACNA/CIC or CLCC/OCN, as appropriate, with each order to provide Qwest the means of identifying listings ownership.

(E)3.2.18 Upon request by Qwest, Cellular 29 shall submit proof to Qwest of authorization from each end user for which Cellular 29 submits a change in end user's listing.

(E)3.2.19 Qwest will provide monthly listing verification proofs that provide the data to be displayed in the published white pages directory and available on directory assistance. Verification proofs containing nonpublished and nonlisted listings are also available upon request on the same monthly schedule.

(E)3.2.20 Qwest will provide Cellular 29 a reasonable opportunity to verify the accuracy of the listings to be included in the white pages directory and directory assistance.

(E)3.2.21 Cellular 29 may review and if necessary edit the white page listings prior to the close date for publication in the directory.

(E)3.2.22 Cellular 29 is responsible for all dealings with, and on behalf of, Cellular 29's end users, including:

(E)3.2.22.1 All end user account activity (e.g., end user queries and complaints);

(E)3.2.22.2 All account maintenance activity (e.g., additions, changes, issuance of orders for listings to Qwest);

(E)3.2.22.3 Determining privacy requirements and accurately coding the privacy indicators for Cellular 29's end user information (if end user information provided by Cellular 29 to Qwest does not contain a privacy indicator, no privacy restrictions will apply); and

(E)3.2.22.4 Any additional services requested by Cellular 29's end users.

(E)3.2.23 Pursuant to Sec. 222 (a), (b), (c), (d), and (e) of the Telecommunications Act, Qwest will provide subscriber lists information gathered in Qwest's capacity as a provider of local exchange service on a timely and unbundled basis, under non-discriminatory and reasonable rates, terms and conditions to Cellular 29 upon request for the purpose of publishing directories in any format. Upon request by Cellular 29, Qwest shall enter into negotiations with Cellular 29 for Cellular 29's use of subscriber list information (other than Cellular 29's subscriber list information) for purposes other than publishing directories, and Qwest and Cellular 29 will enter into a written contract if agreement is reached for such use.

(E)3.2.23.1 Qwest shall use commercially reasonable efforts to ensure that its retail end user listings provided to Cellular 29 are accurate and complete. Any third party listings are provided AS IS, WITH ALL FAULTS. Qwest further represents that it shall review all of its retail end user listings information provided to Cellular 29 including end user requested restrictions on use, such as nonpublished and nonlisted restrictions.

(E)3.2.24 Qwest represents and warrants that any arrangement for the publication of white pages directory listings with an affiliate (including, without limitation, Qwest Dex, Inc.) (an "Affiliate"), requires such Affiliate to publish the directory listings of Cellular 29 contained in Qwest's listings database so that Cellular 29's directory listings are non-discriminatory in appearance and integration, and have the same accuracy and reliability that such Affiliate provides to Qwest's end users.

(E)3.2.25 Qwest further agrees that any arrangements for the publication of white pages directory listings with an affiliate shall require such Affiliate to include in the customer guide pages of the white pages directory, a notice that end users should

contact their local service provider to request any modifications to their existing listing or to request a new listing.

(E)3.2.26 Qwest agrees that any arrangement with an Affiliate for the publication of white pages directory listings shall require such Affiliate to provide Cellular 29 space in the customer guide pages of the white pages directory for the purpose of notifying customers how to reach Cellular 29 to: (1) request service; (2) contact repair service; (3) dial directory assistance; (4) reach an account representative; (5) request buried cable local service; and (6) contact the special needs center for customers with disabilities.

(E)3.2.27 Upon written notification of cancellation by Cellular 29, Qwest will cease to provide Cellular 29 listings on any list services, including Qwest's own DA and directory publisher service.

(E)3.3 Rate Elements

The following rate elements apply to White Pages Listings and are contained in Part G of this Agreement.

(E)3.3.1 Primary Listings (beyond those provided at no cost pursuant to Section 9.4.2.1); and

(E)3.3.2 Premium/Privacy Listings.

(E)3.4 Ordering Process

(E)3.4.1 Qwest provides training on white page listings requests and submission processes. The ordering process is similar to the service ordering process.

(E)3.4.2 Cellular 29 listings can be submitted for inclusion in Qwest white pages directories according to the directions in the Qwest Listings User Documents for Facility Based and Resale WSPs, which is available on-line through the Interconnect Resale and Resource Guide: <http://www.qwest.com/wholesale/pcat/wireless.html> or will be provided in hard copy to Cellular 29 upon request. Initial information and directions are available in the Interconnect and Resale Resource Guide.

(E)3.4.3 Cellular 29 can submit the OBF forms incorporated in the Local Service Request via the IMA EDI, IMA GUI or fax.

(E)4 Directory Assistance

(E)4.1 Description

(E)4.1.1 Directory assistance service is a telephone number, voice information service that Qwest provides to its own end users and to other Telecommunications Carriers. Qwest provides Cellular 29 non-discriminatory access to Qwest's directory assistance centers, services and directory assistance databases. There are three forms of Directory Assistance Services available pursuant to this Agreement -- Directory

Assistance Service, Directory Assistance List Services, and Directory Assistance Database Service. These services are available with WSP-specific branding, generic branding and Directory Assistance Call Completion Link options.

(E)4.1.1.1 Directory Assistance Service: The published and non-listed telephone numbers provided within the relevant geographic area are those contained in Qwest's then current Directory Assistance database.

(E)4.1.1.1.1 Local Directory Assistance Service -- Allows Cellular 29's end users to receive published and non-listed telephone numbers within the caller's NPA/LATA geographic areas, whichever is greater.

(E)4.1.1.1.2 National Directory Assistance Service -- Allows Cellular 29's end users to receive listings from Qwest's Local Directory Assistance database and from the database of the National Directory Assistance services vendor selected by Qwest. National Directory Assistance Service includes Local Directory Assistance Service.

(E)4.1.1.1.3 Call Branding Service – Allows Cellular 29's end users to receive the service options listed in this Section branded with the brand of Cellular 29, where technically feasible or with a generic brand. Call Branding announces Cellular 29's name to Cellular 29's end user at the start and completion of the call. Call Branding is an optional service available to Cellular 29.

a) Front End Brand -- Announces Cellular 29's name to Cellular 29's end user at the start of the call. There is a nonrecurring charge to setup and record the Front End Brand message, set forth in Part G of this Agreement.

b) Back End Brand -- Announces Cellular 29's name to Cellular 29's end user at the completion of the call. There is a nonrecurring charge to setup and record the Back End Brand message, set forth in Part G of this Agreement.

c) There is a non-recurring charge to load Cellular 29's branded message in each switch, set forth in Part G of this Agreement.

d) Qwest will record the Cellular 29's branded message, comparable to the recordings provided by Qwest for its own branded messages.

(E)4.1.1.1.4 Call Completion Link allows the Cellular 29's end users' calls to be returned to the Cellular 29 for completion on the Cellular 29's network, where available. There is a recurring charge per call, set forth in Part G of this Agreement.

(E)4.1.1.2 Directory Assistance List Service -- Directory Assistance List Service is the access to Qwest's directory listings for subscribers within Qwest's fourteen (14) states for the purpose of providing Directory Assistance Service to its local exchange end user customers subject to the terms and conditions of this Agreement.

(E)4.1.1.2.1 If Cellular 29 elects to build its own directory assistance service, it can obtain Qwest directory listings through the purchase of the Directory Assistance List as set forth in E.3.2.23.

(E)4.1.1.3 Directory Assistance Database Service -- Qwest shall provide Cellular 29 non-discriminatory access to Qwest's Directory Assistance Database or "Directory1" database, where technically feasible, on a "per dip" basis, at the rate set forth in Part G of this Agreement.

(E)4.2 Terms and Conditions

(E)4.2.1 Qwest will provide Cellular 29 non-discriminatory access to Qwest's directory assistance databases, directory assistance centers and personnel to provide Directory Assistance service.

(E)4.2.2 Qwest's Directory Assistance database contains only those published and non-listed telephone number listings obtained by Qwest from its own end users and other Telecommunications Carriers.

(E)4.2.3 Qwest will provide access to Directory Assistance Service for facility-based WSPs via Type 2A to Access Tandem only, dedicated Ancillary or Type 2D multi-frequency (MF) operator service trunks. Where Cellular 29 elects to utilize operator services trunks, Cellular 29 may purchase Type 2D trunks from Qwest or provide them itself. These Type 2D trunks will be connected directly to a Qwest Directory Assistance host or remote switch. Where Cellular 29 elects to deploy dedicated Type 2D trunks, Cellular 29 will be required to order or provide at least one Type 2D trunk for each NPA served.

(E)4.2.4 Qwest will perform Directory Assistance Services for Cellular 29 in accordance with operating methods, practices, and standards in effect for all Qwest end users. Qwest will provide the same priority of handling for Cellular 29's end user calls to Qwest's Directory Assistance service as it provides for its own end user calls. Calls to Qwest's directory assistance are handled on a first come, first served basis, without regard to whether calls are originated by Cellular 29 or Qwest end users.

(E)4.2.5 Call Branding for Directory Assistance will entail recording and setting up a brand message. Dedicated Type 2D facilities are required, until Originating Line Number Screening (OLNS) is available.

(E)4.2.6 Call Completion Link requires dedicated Type 2D facilities, until Originating Line Number Screening (OLNS) is available.

(E)4.2.7 If Cellular 29 elects to access the Qwest Directory Assistance databases on a per dip basis, Qwest will provide to Cellular 29 the facility and equipment specifications necessary to enable Cellular 29 to obtain compatible facilities and equipment.

(E)4.2.8 A reseller WSP's end user customers may use the same dialing pattern to access directory assistance service as used by Qwest's end user customers (i.e., 411, 1+411, or 1+NPA+555-1212).

(E)4.2.9 A facility-based WSP may choose to have its end-users dial a unique number or use the same dialing pattern as Qwest end users to access Qwest Directory Assistance operators.

(E)4.2.10 Qwest will timely enter into its Directory Assistance database updates of Cellular 29's listings. Qwest will implement quality assurance procedures such as random testing for listing accuracy. Except where Cellular 29 elects to utilize the branding option, Qwest will identify itself to end-users calling its DA service provided for itself either by company name or operating company name or operating company number so that end-users have a means to identify with whom they are dealing.

(E)4.2.11 Qwest shall use Cellular 29's Directory Assistance listings supplied to Qwest by Cellular 29 under the terms of this Agreement solely for the purposes of providing Directory Assistance Service and for providing DA List Information to Directory Assistance providers.

(E)4.2.12 Upon written notification of cancellation by Cellular 29, Qwest will cease to provide Cellular 29 listings on any list services, including Qwest's own DA and directory publisher service.

(E)4.3 Rate Elements

The following rate elements apply to directory assistance service and are contained in Part G of this Agreement.

(E)4.3.1 A per call rate is applicable for Local Directory Assistance and National Directory Assistance Service selected by Cellular 29.

(E)4.3.2 A non-recurring setup and recording fee will be charged for establishing each Call Branding option. A nonrecurring charge to load the Cellular 29's brand in each switch is also applicable. Such non-recurring fees must be paid before service commences.

(E)4.3.3 A per call rate is applicable for Call Completion Link.

(E)4.4 Ordering Process

Cellular 29 will order Directory Assistance Service by completing the questionnaire entitled "Qwest Operator Services/Directory Assistance Questionnaire for Local Service Providers." This questionnaire may be obtained from Cellular 29's Qwest account manager.

(E)4.5 BILLING

(E)4.5.1 Qwest will track and bill Cellular 29 for the number of calls placed to Qwest's Directory Assistance service by Cellular 29's end users as well as for the number of requests for Call Completion Link and shall identify each such call and associate all charges with the Cellular 29 end user placing the call.

(E)4.5.2 For purposes of determining when Cellular 29 is obligated to pay the per call rate the call shall be deemed made and Cellular 29 shall be obligated to pay when

the call is received by the Operator Services switch and a directory number is provided. An end user may request and receive no more than two telephone numbers per Directory Assistance call. Qwest will not credit, rebate or waive the per call charge due to providing an incorrect telephone number, except when the Cellular 29 end user calls back and reports getting an incorrect number to Qwest Directory Assistance. The operator will supply another number if available and will not charge the second call as long as Cellular 29 sends ANI or the originating number of the end user requesting Directory Assistance.

(E)4.5.3 Call Completion Link will be charged at the per call rate when the end user completes the required action (i.e., "press the number one," "stay on the line," etc.).

(E)5 Directory Assistance List

(E)5.1 Description

(E)5.1.1 Directory Assistance List (DA List) Information consists of name, address and telephone number information for all end users of Qwest and other Telecommunications Carriers, including Cellular 29, that are contained in Qwest's directory assistance database and, where available, related elements required in the provision of Directory Assistance service to Cellular 29's end users. No prior authorization from Cellular 29 shall be required for Qwest to sell, make available, or release Cellular 29's end user Directory Assistance listings to Directory Assistance providers on the same terms and conditions as Qwest provides DA List information for its own customers to such Directory Assistance providers. In the case of end users who have non-published listings, Qwest shall provide the end user's local numbering plan area ("NPA"), address, and an indicator to identify the non-published status of the listing to Cellular 29; however, Qwest will not provide the non-published telephone number.

(E)5.1.2 Qwest will provide DA List Information via initial loads and daily updates either by means of a magnetic tape or Network Data Mover (NDM) or as otherwise mutually agreed upon by the Parties. Qwest will provide all changes, additions or deletions to the DA List Information overnight on a daily basis. The Parties will use a mutually agreed upon format for the data loads.

(E)5.1.3 DA List Information shall specify whether the Qwest subscriber is a residential, business, or government subscriber, and the listings of other carriers will specify such information where it has been provided on the carrier's listing order.

(E)5.1.4 In the event Cellular 29 requires a reload of DA List from Qwest's database in order to validate, synchronize or reconcile its database, a reload will be made available according to the rate specified in Part G.

(E)5.1.5 Qwest and Cellular 29 will cooperate in the designation of a location to which the data will be provided.

(E)5.2 Terms and Conditions

(E)5.2.1 Qwest grants to Cellular 29, as a Telecommunications Carrier, competing provider of telephone Exchange Service and/or telephone toll service, access to the DA

List Information solely for the purpose of providing Directory Assistance Service to Cellular 29's end user customers, or for other incidental use by other carrier's customers, or for other incidental use by other carrier's customers, subject to the terms and conditions of this Agreement. As it pertains to the DA List Information in this Agreement, "Directory Assistance Service" shall mean the provision, by Cellular 29 via a live operator or a mechanized system, of telephone number and address information for an identified telephone service end user or the name and/or address of the telephone service end user for an identified telephone number. Should Cellular 29 cease to be a Telecommunications Carrier, a competing provider of telephone Exchange Service or telephone toll service, this access grant automatically terminates.

(E)5.2.1.1 Qwest shall make commercially reasonable efforts to ensure that listings belonging to Qwest retail end users provided to Cellular 29 in Qwest's DA List Information are accurate and complete. All third party DA List Information is provided AS IS, WITH ALL FAULTS. Qwest further represents that it shall review all of its end user listings information provided to Cellular 29, including end user requested restrictions on use, such as nonpublished and nonlisted restrictions and shall provide Cellular 29 with any corrections made to such DA Lists.

(E)5.2.2 Qwest will provide and Cellular 29 will timely enter into its Directory Assistance database daily updates of the DA List Information, will implement quality assurance procedures such as random testing for directory assistance listing accuracy, and will identify itself to end-users calling its DA service either by company name or operating company number so that end-users have a means to identify with whom they are dealing.

(E)5.2.3 Cellular 29 shall use Qwest's Directory Assistance listings supplied to Cellular 29 under the terms of this Agreement solely for the purposes of providing Directory Assistance Service.

(E)5.2.4 Each Party shall retain all right, title, interest and ownership in and to the DA Listing Information it provides to the other hereunder. Each Party acknowledges and understands that while it may disclose the names, addresses, and telephone numbers (or an indication of non-published status) of the other Party's end users to a third party calling its Directory Assistance for such information, the fact that such end user subscribes to Qwest's and/or Cellular 29's telecommunications services is confidential and proprietary information and shall not be disclosed to any third party.

(E)5.2.5 Neither Qwest nor Cellular 29 shall sublicense, copy or allow any third party to access, download, copy or use the DA List Information, or any portions thereof, or any information extracted therefrom. Each Party shall take commercially reasonable and prudent measures to prevent disclosure and unauthorized use of the other Party's DA List Information at least equal to the measures it takes to protect its own confidential and proprietary information, including but not limited to implementing adequate computer security measures to prevent unauthorized access to the other Party's DA List Information when contained in any database.

(E)5.2.5.1 Unauthorized use of a Party's DA List information, or any disclosure to a third party of the fact that an end user, whose listing is furnished in the DA list, subscribes to such other Party, another Local Exchange Carrier's,

Reseller's or CMRS's telecommunications services shall be considered a material breach of this Agreement and shall be resolved under the Dispute Resolution provisions of this Agreement.

(E)5.2.6 Within five (5) days after the expiration or earlier termination of this Agreement, Cellular 29 shall (a) return and cease using any DA List/database which it has in its possession or control, (b) extract and expunge any and all copies of such DA List, any portions thereof, and any and all information extracted therefrom, from its files and records, whether in print or electronic form or in any other media whatsoever, and (c) provide a written certification to Qwest from an officer that all of the foregoing actions have been completed. A copy of this certification may be provided to third party carriers if the certification pertains to such carriers' DA List contained in Qwest's database.

(E)5.2.7 Each Party is responsible for ensuring that it has proper security measures in place to protect the privacy of the end user information contained within the DA List Information. Each Party must remove from its database any telephone number for an end user whose listing has become non-published when so notified by the other Party.

(E)5.2.8 Audits -- In accordance with the Audit Process Section of this Agreement, either Party may request a comprehensive audit of the other Party's use of the DA List Information. In addition to the terms specified in the Audit Process Section of this Agreement, the following also apply:

(E)5.2.8.1 As used herein, "Audit" shall mean a comprehensive review of the other Party's delivery and use of the DA List Information provided hereunder and such other Party's performance of its obligations under this Agreement. Either Party (the "Requesting Party") may perform up to two (2) Audits per 12-month period commencing with the effective date of this Agreement. Either Party shall be entitled to "seed" or specially code some or all of the DA List Information that it provides hereunder in order to trace such information during an Audit and ensure compliance with the disclosure and use restrictions set forth above.

(E)5.2.8.2 All paper and electronic records will be subject to audit.

(E)5.2.10 Qwest will provide a non-discriminatory process and procedure for contacting end users with non-published telephone numbers in emergency situations for non-published telephone numbers that are included in Qwest's directory assistance database. Such process and procedure will be available to Cellular 29 for Cellular 29's use when Cellular 29 provides its own directory assistance and purchases Qwest's Directory Assistance List product.

(E)5.3 Rate Elements

Recurring and non-recurring rate elements for DA List Information are described below and are contained in Exhibit A of this Agreement.

(E)5.3.1 Initial Database Load -- A "snapshot" of data in the Qwest DA List Information database or portion of the database at the time the order is received.

(E)5.3.2 Reload -- A “snapshot” of the data in the Qwest DA List Information database or portion of the database required in order to refresh the data in Cellular 29's database.

(E)5.3.3 Daily Updates -- Daily change activity affecting DA List in the listings database.

(E)5.3.4 One-Time Set-Up Fees -- Charges for special database loads.

(E)5.3.5 Output Charges -- Media charges resulting from either the electronic transmission or tape delivery of the DA List Information, including any shipping costs.

(E)5.4 Ordering

(E)5.4.1 Cellular 29 may order the initial DA List Information load or update files for Qwest's local Exchange Service areas in its 14 state operating territory or, where technically feasible, Cellular 29 may order the initial DA List Information load or update files by Qwest White Page Directory Code or NPA.

(E)5.4.2 Special requests for data at specific geographic levels (such as NPA) must be negotiated in order to address data integrity issues.

(E)5.4.3 Cellular 29 shall use the Directory Assistance List Order Form found in the Interconnect & Resale Resource Guide.

(E)6. TOLL AND ASSISTANCE OPERATOR

(E)6.1 Description

(E)6.1.1 Toll and Assistance refers to functions end users associate with the “0” operator. Subject to availability and capacity, access may be provided via Type 2A, Ancillary or Type 2D trunks purchased from Qwest or provided by Cellular 29 via Collocation arrangements to route calls to Cellular 29's platform.

(E)6.1.2 Operator Services provides assistance to Cellular 29's end user on placing or completing calls, connecting to directory assistance, and handling emergency calls for police, sheriff and fire of Cellular 29's end user. Operator Services also provides connections to the business office or repair, provides dialing instructions and other assistance as necessary.

0- (zero minus) provides general assistance.

0+ (zero plus) provides Alternate Billing Services (ABS) such as billed to third number collect and calling card where technically feasible.

(E)6.1.3 Emergency Assistance – Provide assistance for handling the emergency local and intraLATA toll calls to emergency agencies of Cellular 29's end user, including but not limited to, police, sheriff, highway patrol and fire. Cellular 29 is responsible for providing

Qwest with the appropriate emergency agency numbers and updates with respect to any services provided on Type 2D trunks.

- (E)6.1.4 Busy Line Verification ("BLV") is performed when Cellular 29's end user requests assistance from the operator to determine if the called line is in use. The operator will not complete the call for the end user initiating the BLV inquiry. Only one (1) BLV attempt will be made per end user call, and a charge shall apply.
- (E)6.1.5 Busy Line Interrupt ("BLI") is performed when Cellular 29's end user requests assistance from the operator to interrupt a telephone call in progress after BLV has occurred. The operator will interrupt the busy line and inform the called party that there is a call waiting. The operator will only interrupt the busy line and will not connect Cellular 29's end user and the calling party. The operator will make only one (1) BLI attempt per end user call and the applicable charge applies whether or not the called party releases the line.

(E)6.2 Terms and Conditions

- (E)6.2.1 The technical requirements of operator services type 2D trunks and the circuits to connect the positions to the host are covered in the Operator Services System Generic Requirement (OSSGR), Telcordia Document FR-NWT-000271, Section 6 (Signaling) and Section 10 (System Interfaces) in general requirements form.
- (E)6.2.2 Qwest will perform Operator Services in accordance with operating methods, practices, and standards in effect for all its end users.
- (E)6.2.3 It is understood that Qwest shall not be obligated to provide specific operator services where there are facility or technical limitations. Qwest, in its reasonable discretion, may modify and change the nature, extent and detail of specific operator services from time to time on a non-discriminatory basis and will ensure that, at all times, the provision of these services to Cellular 29 shall be on terms and conditions no less favorable than offered by Qwest to itself, its affiliates, other LECs and other wireless service providers.
- (E)6.2.4 Qwest shall maintain adequate equipment and personnel to reasonably perform the Operator Services. Cellular 29 shall provide and maintain the facilities necessary to connect its end users to the locations where Qwest provides the Operator Services and to provide all information and data needed or reasonably requested by Qwest in order to perform the Operator Services.

(E)6.3 Rate Elements

Two pricing options exist as described below.

(E)6.3.1 Option A - Price Per Message

- (E)6.3.1.1 Operator Handled Calling Card – For each completed calling card call that was dialed 0+ where the operator entered the calling card number.
- (E)6.3.1.2 Machine Handled Call – For each completed call that was dialed 0+ where the end user entered the required information, such as calling card number.
- (E)6.3.1.3 Station Call – For each completed station call, including station sent paid, collect, third number special billing or 0- calling card call.
- (E)6.3.1.4 Person Call – For each completed person to person call regardless of the billing used by the end user.
- (E)6.3.1.5 Connect to Directory Assistance – For each operator placed call to directory assistance.
- (E)6.3.1.6 Busy Line Verify – For each call where the operator determines that conversation exists on a line.
- (E)6.3.1.7 Busy Line Interrupt – For each call where the operator interrupts conversation on a busy line and requests release of the line.
- (E)6.3.1.8 Operator Assistance – For each local call completed or not, that does not potentially generate an operator surcharge. These calls include, but are not limited to: calls given the DDD rate because of transmission problems; calls where the operator has determined there should be no charge, such as Busy Line Verify attempts where conversation was not found on the line; calls where the end user requests information from the operator and no attempt is made to complete a call; and calls for quote service.
- (E)6.3.1.9 “Completed call” as used in this Section, shall mean that the end user makes contact with the location, telephone number, person or extension designated by the end user. A completed call shall be computed and recorded in accordance with the methods and practices of Qwest and the operating capacity and ability of Qwest’s measuring equipment.

(E)6.3.2 Option B - Price Per Work Second and Computer Handled Calls

- (E)6.3.2.1 Operator Handled - Per operator work second for all operator assisted services and functions of services. Cellular 29 is charged per work second for all calls originating from its end users and facilities that go to Qwest's operator for handling. Work second charging begins when the Qwest operator position connects with Cellular 29's end user and terminates when the connection between the Qwest operator position and Cellular 29's end user is terminated.
- (E)6.3.2.2 Machine Handled - Per call for all services which are handled solely by computers and Qwest equipment. Calls without live operator intervention are computer (machine) handled and include, but are not limited to, credit card calls where the end user enters the calling card number, calls originating from coin telephones where the computer requests deposit of coins, additional end user key actions, recording of end user voice, etc.

(E)6.4 Ordering Process

Cellular 29 will complete the Qwest's Operator Services/Directory Assistance Questionnaire for Local Service Providers" to request Operator Services. Cellular 29 will use all commercially reasonable efforts to ensure that the information provided is true and correct to the best of its knowledge and belief. Cellular 29's liability in the event of an error shall be limited to correcting the incorrect information.

(E)6.5 Billing

- (E)6.5.1 Qwest will track usage and bill Cellular 29 for the calls placed by Cellular 29's end users and facilities. Such billing information shall include the WSP end user number placing the call.
- (E)6.5.2 Qwest will compute Cellular 29's invoice based on both Option A (Price Per Message) and Option B (Price Per Work Second and Machine Handled Calls). Qwest will charge Cellular 29 whichever result is less.
- (E)6.5.3 If, due to equipment malfunction or other error, Qwest does not have available the necessary information to compile an accurate billing statement, Qwest may render a reasonably estimated bill, but shall notify Cellular 29 of the methods of such estimate and cooperate in good faith with Cellular 29 to establish a fair, equitable and mutually agreeable estimate. Qwest shall render a bill reflecting actual billable quantities when and if the information necessary for the billing statement becomes available.

(E)7. ADVANCED INTELLIGENT NETWORK (AIN)

(E)7.1 Description

AIN services are offered and available as an enhancement to Cellular 29's SS7 capable network structure and operation using AIN Version 0.1 capable switches.

(E)7.1.1 Access to AIN Service Creation Environment - AASCE allows Cellular 29 to utilize Qwest's AIN service application development process to develop new AIN services or features. AASCE is determined on an individual case basis. The elements are also combined on an individual case basis to meet Cellular 29's request. Services developed through the AASCE process can either be implemented in Qwest's network or handed off to Cellular 29 to be installed in its own network.

(E)7.1.2 Access to AIN OSS/SMS (AAOS) – This service allows Cellular 29 to provide specific Qwest AIN services/features to its end users as well as any AIN service that is deployed for Cellular 29 utilizing the AASCE process in Qwest's SCP. Qwest is responsible for the provisioning of these AIN services. Cellular 29 will be able to populate data for provisioning of the Call Processing Records (CPRs) stored in the SCP for AIN services. The process to provision, modify or update information in the AIN databases is predominately manual.

(E)7.1.3 AIN Query Processing (AQP)- TCAP queries are used to collect information from the AIN database for use in call processing of the AIN based services above. Cellular 29 launches a query from an AIN capable switch over the SS7 network to the Qwest Signal Transfer Point (STP). Routing may be accomplished in two scenarios:

From Cellular 29 Service Switching Point (SSP) through a Qwest Local STP and then to the Qwest Regional STP (RSTP).

Through a Cellular 29 RSTP to Qwest RSTP arrangement.

From the RSTP the query is directed to Qwest's SCP to collect data for the response to the originating switch.

(E)7.2 Terms and Conditions

(E)7.2.1 Cellular 29 is not obligated to obtain these services from Qwest. To the extent that Cellular 29 elects to participate with this service, the terms and conditions set forth herein shall apply. Access to AIN Service Creation Environment (AASCE) – Since each proposed service is unique and complex, when AASCE is ordered, Qwest conducts a feasibility study which estimates the amount of time and cost necessary to develop the proposed service or enhancement. The charges associated with the feasibility analysis, development and implementation are negotiated under a separate contract. The

service is developed and tested in a Qwest lab environment. If the service is implemented in Qwest's network, it goes through network test prior to implementation.

(E)7.2.2 Access to AIN OSS/SMS (AAOS)

(E)7.2.2.1 Prior to activation of the AIN feature, Cellular 29's switch point code must be activated for AIN processing on the CCSAC/SS7 link (described in Section (E)8 for Options Activation) that is sending the AIN query.

(E)7.2.2.2 Qwest will provide requirements for data load preparation and delivery by Cellular 29.

(E)7.2.2.3 In order to make AAOS service work, service logic must be loaded to provision an AIN service on the platform for Cellular 29. Qwest is responsible for provisioning the Call Processing Record (CPR) in the SCP.

(E)7.2.2.4 Each end user line must be provisioned by the facility owner. Cellular 29 is responsible for setting the AIN trigger in its switch.

(E)7.2.3 AIN Query Processing

Qwest will certify and test Cellular 29 switch for AIN message transmission to assure quality performance, as described in Section (E)8.2. Qwest and Cellular 29 will test cooperatively.

(E)7.2.4 Query types accepted:

the Qwest AIN SCP can accept and process ANSI41 Standard queries for specific services (Reference: Interconnection Resource Guide).

other AIN Services may require service logic changes to add this capability. These changes to service logic would be managed through the AASCE process at Cellular 29 expense.

(E)7.3 Rate Elements

(E)7.3.1 Access to AIN Service Creation Environment (AASCE) - Hourly rates are applicable for each component of the AASCE service according to the estimates determined in the feasibility analysis. A separate contract will identify the specific charges for each component and specify the terms and conditions for payment. AASCE services created by Qwest for Cellular 29 become the

property of Cellular 29. If Qwest wishes to access this software for its own use or the use of others, Qwest must initiate separate negotiations with Cellular 29 outside the scope of this Agreement.

(E)7.3.2 Access to AIN OSS/SMS (AAOS) - AAOS is billed a monthly recurring and a one-time nonrecurring charge for each AIN feature activated, per telephone number.

(E)7.3.3 AIN Query Processing - The AIN service is billed on a monthly recurring and/or a per query charge basis.

(E)7.4. Ordering

(E)7.4.1 AASCE is ordered on an individual case basis and is coordinated through the Qwest Account Manager and the AIN Product Manager. One-time and miscellaneous charges are detailed in the contract described above.

Due date intervals for the proposal phase are detailed below.

Within five (5) business days of receipt of an inquiry, Qwest will provide the customer with the Service Request form.

Within ten (10) business days of receiving the completed Service Request Form, Qwest will provide a written acknowledgement of receipt.

Within fifteen (15) business days after acknowledgement, Qwest will assess the Service Request and prepare for a meeting with the customer to review the Service Request.

Qwest will be available to attend a Service Request Meeting within five (5) business days of the completion of the Service Request assessment. The Service Request will be considered accepted once Qwest and Cellular 29 come to an agreed upon understanding of the service feature set and scope.

Within thirty (30) business days of acceptance of the Service Request, Qwest will provide a response, the Service Evaluation, which includes an initial service evaluation and, development time and cost estimates.

Within ninety (90) business days of Cellular 29 approval of the Service Evaluation, Qwest will complete a Feasibility Analysis, development time and costs.

Remaining deliverables are negotiated with Cellular 29 so that mutually agreeable due dates based on service complexity are established. Due date intervals are negotiated on an individual case basis.

- (E)7.4.2 AAOS is ordered using the LSR form.
 - (E)7.4.2.1 In the event that miscellaneous charges apply, they will be applied consistent with the application used for equivalent services ordered by Qwest end users.
 - (E)7.4.2.2 The due date intervals will be consistent with the due dates used for equivalent services ordered by Qwest end users. Upon receipt of a complete and accurate LSR, Qwest will load the Cellular 29 records into the AIN database within ten (10) days. Qwest will also establish translations at the STP to allow query access from the Cellular 29 switch within ten (10) days.
 - (E)7.4.2.3 Completion notification will be either by e-mail or by fax.
 - (E)7.4.2.4 Qwest will provide jeopardy notification under terms and conditions consistent with Qwest end users.
 - (E)7.4.2.5 Qwest will provide Firm Order Confirmation (FOC) under terms and conditions consistent with Qwest end users.
 - (E)7.4.2.6 The service order interval begins when a complete and accurate LSR is received in the Interconnect Service Center by 3:00 p.m., Mountain Time.
- (E)7.4.3 AIN Query Processing (AQP) – is specific to the service ordered and must be established at the time of the AAOS ordering process.

(E)8. INTERCONNECTION TO LINE INFORMATION DATABASE (LIDB)

(E)8.1 Description

- (E)8.1.1 Description - Line Information Database (LIDB) Storage.

Line Information Database (LIDB) stores various telephone line numbers and Special Billing Number (SBN) data used by operator services systems to process and bill Alternately Billed Services (ABS) calls. The operator services system accesses LIDB data to provide originating line (calling number), billing number and terminating line (called number) information. LIDB is used for calling card validation, fraud prevention, billing or service restrictions and the sub-account information to be included on the call's billing record.

Telcordia's GR-446-CORE defines the interface between the administration system and LIDB including specific message formats. (Telcordia's TR-NWP-000029, Section 10).

(E)8.1.2 Description - Line Validation Administration System (LVAS) Access

LVAS is the comprehensive administrative management tool which loads the LIDB data and coordinates line record updates in Qwest's redundant LIDB databases. LVAS is the vehicle which audits stored information and assures accurate responses.

Development is currently in progress which will allow Cellular 29 access to a mediated electronic interface which will enable Cellular 29 to add, update, and delete Cellular 29 end user line records. Until an electronic interface is available, Cellular 29 will submit LIDB updates via a manual fax or e-mail process.

LVAS access is available only to facility based Co-Providers.

(E)8.1.3 Description - LIDB Query Service

LIDB Query Service provides information to query originators for use in processing Alternately Billed Services (ABS) calls. ABS call types include calling card, billed to third number, and collect calls.

On behalf of Cellular 29 Qwest will process LIDB queries from query originators (Telecommunications Carriers) requesting Cellular 29 telephone line number data. Qwest allows LIDB query access through Qwest regional STPs. The terms and conditions which apply to LIDB Query Service are in accordance with FCC Tariff #5, Section 20.

(E)8.1.4 Description - Fraud Alert Notification

The Watch Dog Fraud Management System (FMS) processes the LIDB query detail records to establish patterns and identify potential fraudulent situations. Watch Dog issues an alert to the Qwest Fraud Investigation Unit (FIU). Qwest will notify Cellular 29 of system alerts on Cellular 29 end user lines.

(E)8.2 Terms and Conditions

(E)8.2.1 Terms and Conditions - Line Information Database (LIDB) Storage

If Cellular 29 elects to participate with this service, Cellular 29 will provide initial data, add, update or delete data, and license said data to Qwest for placement in Qwest's LIDB. Cellular 29 will provide and maintain necessary information to enable Qwest to provide LIDB services. Cellular 29 will ensure, to the extent commercially possible, the accuracy of the data provided to Qwest for storage in Qwest's LIDB, and supply updated and changed data in a timely manner.

(E)8.2.2 Terms and Conditions - LVAS Access

If Cellular 29 elects to participate with this service, Cellular 29 will provide Qwest with the following information:

- (E)8.2.2.1 The LIDB service requested (i.e. calling name, calling cards, Originating Line Number Screening (OLNS), ABS, etc.);
- (E)8.2.2.2 Cellular 29's Revenue Accounting Office (RAO), Operating Customer Number (OCN), and/or Local Service Provider Identification (LSPI);
- (E)8.2.2.3 The NPA NXX and signaling point codes for the operator or end office switches from which queries are launched;
- (E)8.2.2.4 The identity of Cellular 29's SS7 provider for Number Portability, ABS, OLNS and calling name;
- (E)8.2.2.5 The identity of Cellular 29's operator services provider for ABS queries;
- (E)8.2.2.6 A forecast for changes in volumes of line records, both increases and decreases;
- (E)8.2.2.7 The contact names and fax numbers of all Cellular 29 personnel to be contacted for fraud notification, and LIDB data administration;
- (E)8.2.2.8 The establishment of Cellular 29 line records will be provisioned through an interim manual process. An ASCII file must be e-mailed from Cellular 29 to Qwest up to two (2) times per day; at 12:00 p.m. and 5:00 p.m. Mountain Time;
- (E)8.2.2.9 After Qwest receives the file, Qwest will attempt to load the file into LVAS. If Qwest successfully loads the file into LVAS, the originator of Cellular 29's files will be notified by Qwest;
- (E)8.2.2.10 In the event that Qwest is not successful in loading the file because errors were detected, Qwest will e-mail the file back to Cellular 29 with an error notice;
- (E)8.2.2.11 Cellular 29 will e-mail to Qwest all updates, adds, changes, and deletions, subsequent to the initial file for establishment;
- (E)8.2.2.12 Qwest will provide to Cellular 29 the necessary methods and procedures when the LVAS electronic interface becomes available.

(E)8.2.3 Terms and Conditions - LIDB Query Service

(E)8.2.3.1 All LIDB queries and responses from operator services systems and end offices are transmitted over a CCS network using a Signaling System 7 (SS7) protocol (TR-NWT-000246, Bell Communications Research Specification of Signaling System 7).

(E)8.2.3.2 The application data needed for processing LIDB data are formatted as Transaction Capabilities Application Part (TCAP) messages. TCAP messages may be carried as an application level protocol using SS7 protocols for basic message transport.

(E)8.2.3.3 The SCP node provides all protocol and interface support. Cellular 29 SS7 connections will be required to meet Telcordia's GR905, TR954 and Qwest's Technical Publication 77342 specifications.

(E)8.2.3.4 Qwest will include Cellular 29-provided data in Qwest's LIDB, and allow access to the data subject to Qwest negotiated agreements with Telecommunications Carriers, allowing Cellular 29's end users the same benefits of said agreements as enjoyed by Qwest end users. Qwest will update Cellular 29 data, as requested by Cellular 29. Qwest will perform services provided hereunder and determine the applicable standard for the data, in accordance with operating methods, practices and standards in effect.

(E)8.2.4 Terms and Conditions - Fraud Alert Notification

Qwest will notify Cellular 29 of system alerts on Cellular 29 end user lines. At the direction of Cellular 29, Qwest will institute a block to prevent any further occurrence of fraud or uncollectible toll charges in accordance with practices used by Qwest for its own end users. Such practices include, but are not limited to, removing from valid data those data which incur fraud or uncollectible toll charges.

(E)8.3 Rate Elements

(E)8.3.1 Rate Elements - Line Information Database (LIDB) Storage

LIDB Data Storage does not have a recurring charge. When electronic access becomes available, a one-time non-recurring fee will be charged for the initial load of Cellular 29's data into LIDB, if Cellular 29 elects to participate with this service.

(E)8.3.2 Rate Elements - Line Validation Administration System (LVAS) Access

- (E)8.3.2.1 LIDB Line Record Initial Load Charge - Qwest's vendor charges Qwest to format end user line record information data so that it may be loaded into LVAS. Qwest will pass this nonrecurring charge along to Cellular 29.
- (E)8.3.2.2 Mechanized Service Account Update - LVAS Access is the product which allows Cellular 29 to add, update and delete telephone line numbers from the Qwest LIDB for Cellular 29's end users. LVAS processing will be billed per each addition or update processed. No charge to delete.
- (E)8.3.2.3 Individual Line Record Audit - Cellular 29 may verify the data for a given ten digit line number using an inquiry on its end user data.
- (E)8.3.2.4 Account Group Audit - Cellular 29 may audit an individual Account Group NPA-NXX using a fax.
- (E)8.3.2.5 Expedited Request Charge for Manual Updates - An update request that is outside of the normal batch process and requires immediate action to the database (i.e., deny PIN number).
- (E)8.3.3 Rate Elements - LIDB Query Service
 - (E)8.3.3.1 A query validation rate and a query transportation rate will apply to all LIDB queries for Alternately Billed Services (ABS) calls processed by an Operator Services Switch, if Cellular 29 elects to participate with this service.
- (E)8.3.4 Rate Elements - Fraud Alert Notification

Fraud Alert Notification will be billed on a per alert basis, if Cellular 29 elects to participate with this service.

(E)8.4 Ordering Process

- (E)8.4.1 Ordering - Line Information Database (LIDB) Storage

Qwest will be responsible for loading and updating Cellular 29's line records into the LIDB database from the data provided by Cellular 29. The establishment of Cellular 29 line records will be provisioned through an interim manual process. An ASCII file must be e-mailed from Cellular 29 to Qwest. Updates, adds, changes and deletions subsequent to the initial file for establishment can either be e-mailed or faxed to Qwest. Cellular 29 is responsible for the accuracy of the data which is sent to Qwest.

Inquiries from Cellular 29 must be faxed to Qwest using the approved forms appropriate for the type of inquiry requested.

(E)8.4.2 Ordering-LVAS Access

LVAS report queries from Cellular 29 must be faxed to Qwest MIDAS center using the approved forms appropriate for the type of inquiry requested.

(E)8.4.3 Ordering- LIDB Inquiry Service

LIDB requires a connection to the Common Channel Signaling Network (CCSN), therefore, Cellular 29 must have Common Channel Signaling Access Capability (CCSAC).

Provisioning of LIDB is done via the LIDB Access Request Form. In addition to the LIDB Request Form, Hub Providers requesting LIDB services on behalf of end users must furnish Qwest a Letter of Agency to prove that they have customer authorization to provide these services. This letter must be on file prior to provisioning.

(E)8.4.4 Ordering - Fraud Alert Notification

As part of the planning for LIDB Data Storage, Cellular 29 will provide Qwest a contact for fraud notification. The contact must be available 24 hours a day, 7 days a week. Qwest will not take any action when fraud notification is received other than to notify Cellular 29. Cellular 29 may request that Qwest deny a calling card. Any request of this type must be followed up by a fax as a confirmation.

(E)8.5 Billing

(E)8.5.1 Line Validation Administration System (LVAS) Access

When electronic access becomes available, a per query rate will apply to each Mechanized Service Account Update, Individual Line Record Audit, Account Group Audit, and Expedited Request Charge for Manual Updates.

(E)8.5.2 LIDB Query Service

LIDB Query Service will be billed as outlined in FCC No. 5, Section 20.

(E)85.3 Fraud Alert Notification

A per occurrence rate will apply for each Fraud notification alert.

(E)9. ACCESS TO POLES, DUCTS, CONDUITS AND RIGHTS OF WAY

(E)9.1 Description

- (E)9.1.1 Pole Attachments - Qwest will lease available pole attachment space to Cellular 29 for the placing of Cellular 29's facilities for the purpose of transmitting Telecommunications Services.
- (E)9.1.2 Ducts and Conduits - Qwest will lease available underground ducts/conduits, for transmitting Telecommunications Services. A spare conduit will be leased for copper facilities only, and an innerduct for the purpose of placing fiber.

(E)9.2 Terms and Conditions

- (E)9.2.1 If the parties desire to establish access to poles, ducts, conduits and rights of way, the parties will enter into an amendment to this Agreement providing for that subject matter.

(E)10. 8XX DATABASE QUERY SERVICE

(E)10.1 Description

8XX Database Query Service is an originating service which provides for the forwarding of Cellular 29 end user dialed 8XX-NXX-XXXX calls to a toll carrier, based on the dialed 8XX number. When an 8XX call is originated by Cellular 29's end user, Cellular 29's SSP (SS7 equipped end office) will send an 8XX query to the Qwest 8XX Service Control Point (SCP) through the Qwest Signaling Transfer Point (STP). The Qwest SCP will perform the carrier identification function based on the dialed digits to determine the toll carrier trunk group to which the call should be routed in accordance with the Service Management System/800 (SMS/800) information residing in the Qwest SCP. The SCP will transmit the results of the carrier identification function back to Cellular 29's SSP through the Qwest STP. The results of the carrier identification function will be the Carrier Identification Code (CIC) and/or the vertical features associated with the 8XX number. Call routing information in the SMS/800 Database reflects the desires of the owner of the 8XX number as entered in the SMS/800 by its chosen responsible organization. The cost of the 8XX database query will be billed to the toll carrier whose CIC is returned from the 8XX Database Query.

(E)10.2 8XX Optional Features

- (E)10.2.1 POTS Translation - Delivers the ten-digit Plain Old Telephone Service (POTS) number to Cellular 29. To determine that the call originated as an 8XX number, the trunk group must be provisioned with Automatic Number Identification (ANI). ANI digit 24 will be delivered to the trunk group.
- (E)10.2.2 Call Handling and Destination Features - This will allow routing options by specifying a single carrier, multiple carriers, single termination or multiple terminations. Multiple terminations may require the POTS translation feature. Variable routing options are:

Routing by originating NPA-NXX-XXXX
Time of day
Day of week
Specified date
Allocation by percentage

(E)10.3 Rate Elements

- (E)10.3.1 The recurring charges for 8XX Database Query Service, POTS Translation, and Call Handling and Destination Features are contained in Part G of this Agreement.

- (E)10.3.2 The rates for 8XX Database Query Service only apply to queries for local 8XX calls. Local 8XX calls are defined as 8XX calls where the calling party number and the terminating party number (the POTS number to which the 8XX number is translated) are in the same free calling area.

- (E)10.3.3 A non-recurring Point Code Activation Charge will apply for Cellular 29 to activate 8XX Database Query Service. This rate element is contained in the CCSAC/SS7 section of Part G.

(E)10.4 Ordering Process

Cellular 29 shall order access to Qwest local STP (links and ports) prior to or in conjunction with 8XX Database Query Service.

(E)10.5 Technical Requirements

- (E)10.5.1 Qwest shall make Qwest's Toll Free Number Database available, through its STPs, for Cellular 29 to query from Cellular 29's designated switch.

- (E)10.5.2 The Toll Free Number Database shall return carrier identification and, where applicable, the queried toll free number, translated numbers and instructions as it would in response to a query from a Qwest switch.

(E)10.6 Interface Requirements

The signaling interface between Cellular 29's or other local switch and the Toll-Free Number Database shall use the TCAP protocol as specified in the technical references together with the signaling network interface.

(E)10.7 Technical References

SCPs/Databases shall be consistent with the following technical references:

- (E)10.7.1 GR-246-CORE, Bell Communications Research Specification of Signaling System Number 7, Issue 1 (Telcordia, December 199X);

- (E)10.7.2 GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and

Transaction Capabilities Application Part (TCAP) (Telcordia, March 1994);

- (E)10.7.3 GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service 6, Issue 1, Rev. 1 (Telcordia, October 1995);
- (E)10.7.4 GR-1149-CORE, OSSGR Section 10: System Interfaces, Issue 1 (Telcordia, October 1995) (Replaces TR-NWT-001149);
- (E)10.7.5 GR-1158-CORE, OSSGR Section 22.3: Line Information Database 6, Issue 1 (Telcordia, October 1995); and
- (E)10.7.6 GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service (Telcordia, May 1995).

PART F- MISCELLANEOUS PROVISIONS

(F)1. NETWORK SECURITY

(F)1.1 Protection of Service and Property - Each Party shall exercise the same degree of care to prevent harm or damage to the other Party and any third parties, its employees, agents or end users, or their property as it employs to protect its own personnel, end users and property, etc.

(F)1.1.1 Each Party is responsible to provide security and privacy of communications. This entails protecting the confidential nature of telecommunications transmissions between end users, during technician work operations and at all times. Specifically, no employee, agent or representative, shall monitor any circuits except as required to repair or provide service, of any end user at any time. Nor shall an employee, agent or representative disclose the nature of overheard conversations, or who participated in such communications or even that such communication has taken place. Violation of such security may entail state and federal criminal penalties, as well as civil penalties. Each Party is responsible for instructing its employees on such security requirements and penalties.

(F)1.1.2 The Qwest telecommunications network is part of the national security network, and as such, is protected by federal law. Deliberate sabotage or disablement of any portion of the underlying equipment used to provide the network is a violation of federal statutes with severe penalties, especially in times of national emergency or state of war. Each Party is responsible for instructing its employees on such security requirements and penalties.

(F)1.1.3 Qwest and Cellular 29 share responsibility for security and network protection, due to the varying Collocation arrangements; i.e., physical, common, etc. Each Party's employees, agents or representatives must secure its own portable test equipment, spares, etc. and shall not use the test equipment or spares of other parties. Use of such test equipment or spares without written permission constitutes theft and may be prosecuted. Exceptions are the use of Qwest ladders in the Wire Center, either rolling or track, which Cellular 29 may use in the course of work operations. Qwest assumes no liability to Cellular 29, its agents, employees or representatives, if Cellular 29 uses a Qwest ladder available in the Wire Center.

(F)1.1.4 Each Party is responsible for the physical security of its employees, agents or representatives. Providing safety glasses, gloves, etc. must be done by the respective employing Party. Hazards handling and safety procedures relative to the telecommunications environment is the training responsibility of the employing Party. Proper use of tools, ladders, and test gear is the training responsibility of the employing Party.

- (F)1.1.5 In the event that one Party's employees, agents or representatives, inadvertently damage or impair the equipment of the other Party, prompt notification will be given to the damaged Party, by verbal notification between the Parties' technicians at the site or by telephone to each Party's 24 x 7 security numbers.
- (F)1.1.6 Each Party shall comply at all times with Qwest security and safety procedures and requirements.
- (F)1.1.7 Qwest will allow Cellular 29 to inspect or observe spaces which house or contain Cellular 29 equipment or equipment enclosures at any time and to furnish Cellular 29 with all keys, entry codes, lock combinations, or other materials or information which may be needed to gain entry into any secured Cellular 29 space, in a manner consistent with that used by Qwest.
- (F)1.1.8 Qwest will limit the keys used in its keying systems for enclosed collocated spaces which contain or house Cellular 29 equipment or equipment enclosures to its employees and representatives to emergency access only. Cellular 29 shall further have the right to change locks where deemed necessary for the protection and security of such spaces.
- (F)1.1.9 Keys may entail either metallic keys or combination electronic ID/key cards. It is solely the responsibility of Cellular 29 to ensure keys are not shared with unauthorized personnel and recover keys and electronic ID/keys promptly from discharged personnel, such that office security is always maintained. Qwest has similar responsibility for its employees.
- (F)1.1.10 Cellular 29 agrees to:
 - (F)1.1.10.1 Train its employees, agents and vendors on Qwest security policies and guidelines.
 - (F)1.1.10.2 When working on Qwest Spot Frames or in Qwest equipment line-ups, Cellular 29 employees, agents and vendors agree to adhere to Qwest quality and performance standards provided by Qwest and as specified in this Agreement.
 - (F)1.1.10.3 Report all material losses to Qwest Security. All security incidents are to be referred directly to local Qwest Security – 1-888-USW-SECURE. In cases of emergency, all 911 and 1-888-USW-SECURE.
 - (F)1.1.10.4 Wear the identification/access card above the waist and visible at all times.

- (F)1.1.10.5 Ensure adherence by its employees, agents and vendors to all Qwest environmental health and safety regulations. This includes all fire/life safety matters, OSHA, EPA, Federal, State and local regulations, including evacuation plans and indoor air quality.
- (F)1.1.10.6 Secure and lock all doors and gates.
- (F)1.1.10.7 Report to Qwest all property and equipment losses immediately, any lost cards or keys, vandalism, unsecured conditions, security violations, anyone who is unauthorized to be in the work area or is not wearing the Qwest identification/access card.
- (F)1.1.11 Cellular 29's employees, agents and vendors will comply with Qwest Central Office fire and safety regulations, which include but are not limited to, wearing safety glasses in designated areas, keeping doors and aisles free and clean of trip hazards such as wire, checking ladders before moving, not leaving test equipment or tools on rolling ladders, not blocking doors open, providing safety straps and cones in installation areas, using electro-static discharge protection, and exercising good housekeeping.
- (F)1.1.12 Smoking is not allowed in Qwest buildings, Wire Centers, and all other Qwest facilities. No open flames shall be permitted anywhere within the buildings. Failure to abide by this restriction will result in immediate denial of access for that individual and will constitute a violation of the access rules, subjecting Cellular 29 to denial of unescorted access.
- (F)1.1.13 No flammable or explosive fluids or materials are to be kept or used anywhere within the Qwest buildings or on the grounds.
- (F)1.1.14 No weapons of any type are allowed on Qwest premises. Vehicles on Qwest property are subject to this restriction as well.
- (F)1.1.15 Cellular 29's employees, agents or vendors may not make any modifications, alterations, additions or repairs to any space within the building or on the grounds.
- (F)1.1.16 Any Qwest employee may request Cellular 29's employee, agent or vendor to stop any work activity that in their reasonable judgment is a jeopardy to personal safety or poses a potential for damage to the building, equipment of services within the facility.
- (F)1.1.17 Qwest is not liable for any damage, theft or personal injury resulting from Cellular 29's employees, agents or vendors parking in a Qwest parking area.

- (F)1.1.18 Cellular 29's employees, agents or vendors outside the designated Cellular 29 access area or without proper identification will be asked to vacate the premises and Qwest Security will be notified. Continued violations may result in termination of access privileges.
- (F)1.1.19 Building related problems may be referred to the Qwest Work Environment Centers:

800-879-3499 (CO, WY, AZ, NM)
800-201-7033 (all other Qwest states)
- (F)1.1.20 Cellular 29 will submit a Qwest Collocation Access Application form for individuals needing to access Qwest facilities. Cellular 29 and Qwest will meet to review applications and security requirements.
- (F)1.1.21 Cellular 29 employees, agents and vendors will utilize only corridors, stairways and elevators that provide direct access to Cellular 29's space or the nearest restroom facility. Such access will be covered in orientation meetings. Access shall not be permitted to any other portions of the building.
- (F)1.1.22 Cellular 29 will collect identification/access cards for any employees, agents or vendors no longer working on behalf of Cellular 29 and forward them to Qwest Security. If cards or keys cannot be collected, Cellular 29 will immediately notify Qwest at 800-210-8169.
- (F)1.1.23 Cellular 29 will assist Qwest in validation and verification of identification of its employees, agents and vendors by providing a telephone contact available 7 - days a week, 24 - hours a day.
- (F)1.1.24 Cellular 29 employees, agents and vendors will notify Qwest Service Assurance (800-713-3666) when gaining access into a Central Office after hours. Normal business hours are 7:00 a.m. to 5:00 p.m.
- (F)1.1.25 Cellular 29 will notify Qwest if Cellular 29 has information that its employee, agent or vendor poses a safety and/or security risk. Qwest may deny access to anyone who in the reasonable judgment of Qwest threatens the safety or security of facilities or personnel.
- (F)1.1.26 Cellular 29 will supply to Qwest Security, and keep up to date, a list of its employees, agents and vendors who require access to Cellular 29's space. The list will include names and social security numbers. Names of employees, agents or vendors to be added to the list will be provided to Qwest Security, who will provide it to the appropriate Qwest personnel.

- (F)1.2 Revenue Protection - Qwest shall make available to Cellular 29 all present and future fraud prevention or revenue protection features. These features include, but are not limited to screening codes, 900 and 976 numbers. Qwest shall additionally provide partitioned access to fraud prevention, detection and control functionality within pertinent Operations Support Systems which include but are not limited to LIDB Fraud monitoring systems.
- (F)1.3. Law Enforcement Interface - Qwest provides emergency assistance to 911 centers and law enforcement agencies seven days a week/twenty-four hours a day. Assistance includes, but is not limited to release of 911 trace and subscriber information; in-progress trace requests; establishing emergency trace equipment, release of information from an emergency trap/trace or *57 trace; requests for emergency subscriber information; assistance to law enforcement agencies in hostage/barricade situations, kidnappings, bomb threats, extortion/scams, runaways and life threats.
- (F)1.4 Qwest provides trap/trace, pen register and Title III assistance directly to law enforcement, if such assistance is directed by a court order. This service is provided during normal business hours, Monday through Friday. Exceptions are addressed in the above paragraph. The charges for these services will be billed directly to the law enforcement agency, without involvement of Cellular 29, for any lines service from Qwest Wire Centers or cross boxes.

(F)2. ACCESS TO OPERATIONAL SUPPORT SYSTEMS (OSS)

Qwest has developed OSS interfaces using an electronic gateway solution consistent with the design prescribed by the FCC, Docket 96-98, FCC 96-325, paragraph 527. These gateways act as a mediation or control point between Cellular 29's and Qwest's Operations Systems. These gateways provide security for the interface, protecting the integrity of the Qwest network and its databases. Qwest's operational systems interfaces have been developed to support Pre-ordering, Ordering and Provisioning, Maintenance and Repair and Billing. Included below is a description of the products and functions supported by Qwest OSS interfaces and the technology used by each.

(F)2.1 OSS Support for Pre-Ordering, Ordering and Provisioning

(F)2.1.1 ASR (Access Service Request) Ordering Process

(F)2.1.1.1 Qwest proposes the use of the existing EXACT system for orders placed using the ASR process. EXACT is compliant with the OBF Access Service Order Guidelines (ASOG). The EXACT interface accepts a batch file that is transmitted via an NDM connection to Qwest from Cellular 29. It is Cellular 29's responsibility to obtain the appropriate software to interface with Qwest's EXACT system.

(F)2.1.1.2 Type 2 interconnection can be ordered electronically via EXACT.

(F)2.1.1.3 Functions

(F)2.1.1.3.1 **Submit ASR**
This transaction allows Cellular 29 to submit the ASR.

(F)2.1.1.3.2 **Firm Order Confirmation**
Once an ASR is accepted by Qwest, the assigned service order number(s) is returned to Cellular 29. Firm Order Confirmation means that Qwest has received the ASR, issued the order and assigned an order number for tracking. In addition, it confirms the dates Qwest will meet.

(F)2.1.2 **Facility Based EDI Listing Process**
The Facility Based EDI Listing Process is a single interface from Cellular 29 to Qwest. This interface is compliant with OBF LSOG and ANSI ASC X.12 standards, version 4010. This interface enables Cellular 29 listing data to be translated and passed into the Qwest listing database. After Qwest's daily batch processing, a Confirmation/Completion record (for every PON provided on input) is returned to Cellular 29 via an EDI 855 transaction.

(F)2.1.3 Qwest will continue to make improvements to the electronic interfaces as the technology evolves, providing notification to Cellular 29 consistent with the provisions of this Section.

(F)2.2 Hours of Operation

Qwest Operational Support Systems will be available to Cellular 29 consistent with the Qwest retail operations and internal processes that support pre-ordering, ordering and provisioning, maintenance and repair, and billing as they are described in this Agreement.

(F)2.3 Billing

(F)2.3.1 For products billed out of the Qwest IABS system, Qwest will utilize the existing CABS/BOS format and technology for the transmission of bills.

(F)2.4 Outputs

(F)2.4.1 IABS Bill - The IABS (Interexchange Access Billing System) Bill includes monthly and one time charges plus a summary of any usage charges. These bills are segmented by product, LATA, billing account number (BAN) and bill cycle. The IABS Bill is only provided in the following media:

- Paper
- NDM
- Diskette
- Magnetic Tape

(F)2.4.2 **Files and Reports**

(F)2.4.2.1 Category 11 Records- These Exchange Message Records (EMR) provide mechanized record formats that can be used to exchange access and transit usage information between Qwest and Cellular 29. For transit traffic, 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.

Category 1101XX series records are used to exchange detailed access usage information.

Category 1150XX series records are used to exchange summarized access minutes-of-use and 8XX database queries.

These mechanized records are available from Qwest in the following formats:

NDM (direct connect or dial-up)
Comet
Tape
Cartridge

A charge will apply for Category 1101XX and 1150XX records sent by Qwest to Cellular 29 in an EMR mechanized format. These records are used to provide information necessary for Cellular 29 to bill the originating carrier for jointly provided access services and 8XX database queries. The charge is for each record created and transmitted and is listed in Part G of this Agreement.

(F)2.5 Modifications to OSS Interfaces

Cellular 29 and Qwest agree to discuss the modification of OSS interfaces based upon evolving standards (e.g., data elements, protocols, transport networks, etc.) and guidelines issued by or referenced by relevant Alliance for Telecommunication Industry Solution (ATIS) committees. Establishment of new, or changes to industry standards and guidelines will be reviewed on no less than a quarterly basis commencing on the effective date of this Agreement. This review will consider standards and guidelines that have reached final closure as well as those published in final form. Both Parties agree to evaluate evolving standards and determine the relevant modification to be implemented based upon the latest approved version adopted or the latest version reflecting final closure by the relevant ATIS committee or subcommittee. The Parties will use reasonable effort to reach closure upon the necessary changes within no more than three (3) months of initiating each review and to implement the changes within nine (9) months or earlier, if reasonably possible, unless there is agreement to a different implementation schedule.

- (F)2.5.1 In the course of establishing operational ready system interfaces between Qwest and Cellular 29 to support local service delivery, Cellular 29 and Qwest may need to define and implement system interface specifications that are supplemental to existing standards. Cellular 29 and Qwest will submit such specifications to the appropriate standards committee and will work towards its acceptance as a standard.
- (F)2.5.2 Release updates will be based on regulatory obligations as dictated by the FCC or Commissions and, as time permits, the agreed to changes requested by the FORUM. Qwest will provide to Cellular 29 the features list for modifications to the interface ninety (90) days prior to any release date. Specifications for interface modifications will be provided to Cellular 29 three (3) weeks prior to the release date. Cellular 29 is required to upgrade to the current release within six (6) months of the installation date.
- (F)2.5.3 This Part G constitutes the entirety of the OSS agreement. Nothing beyond what is described herein, should be implied or inferred.

(F)2.6 Cellular 29 Responsibilities for Implementation of OSS Interfaces

- (F)2.6.1 Before any Cellular 29 implementation can begin, Cellular 29 must completely and accurately provide detailed information needed by Qwest to establish service for Cellular 29.

(F)2.7 LSP Systems Help Desk

- (F)2.7.1 The LSP Systems Help Desk will provide a single point of entry for Cellular 29 to gain assistance in areas involving connectivity and File Outputs. These areas are further described below:
- (F)2.7.1.1 Connectivity
Connectivity covers trouble with Cellular 29's access to the Qwest System for modem configuration requirements; T1 configuration and dial in string requirements; firewall access configuration; SecurID configuration; Profile Setup and password verification.
- (F)2.7.1.2 File Outputs
File outputs system errors are limited to IABS Bill and Category 11 Report.
- (F)2.7.2 The LSP Systems Help Desk does not support status or trouble while the Service Order is processing through the ISC.
- (F)2.7.3 Hours of Operation
The LSP Systems Help Desk is available Monday through Friday, 6:00 a.m. until 8:00 p.m. Mountain Time, excluding Qwest holidays.

(F)3. ACCESS TO TELEPHONE NUMBERS

- (F)3.1 Nothing in this Agreement shall be construed in any manner to limit or otherwise adversely impact either Party's right to the request and assignment of any NANP number resources including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines published by the Industry Numbering Committee ("INC") as INC 95-0407-008, formerly ICCF 93-0729-010). The latest version of the Guidelines will be considered the current standard.
- (F)3.2 The Parties will comply with code administration requirements as prescribed by the Federal Communications Commission, the Commission, and accepted industry guidelines.
- (F)3.3 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) to recognize and route traffic to the other Party's assigned NXX codes. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities. The Parties will cooperate to establish procedures to ensure the timely activation of NXX assignments in their respective networks.
- (F)3.4 Each Party shall be responsible for notifying its end users of any changes in numbering or dialing arrangements to include changes such as the introduction of new NPAs or new NXX codes.
- (F)3.5 Each Party is responsible for administering NXX codes assigned to it. Each Party is responsible for arranging LERG input for NXX codes assigned to its switches. Each Party shall use the LERG published by Telcordia or its successor for obtaining routing information and shall provide through an authorized LERG input agent, all required information regarding its network for maintaining the LERG in a timely manner.

(F)4. DIALING PARITY

The Parties shall provide dialing parity to each other as required under Section 251(b)(3) of the Act. This Agreement does not impact either Party's ability to default IntraLATA Toll via a specific dialing pattern until otherwise required by the Act.

(F)5. QWEST DEX

Qwest and Cellular 29 agree that certain issues outside the provision of basic white page directory listings, such as yellow pages advertising, yellow pages listings, directory coverage, directory distribution, access to call guide pages (phone service pages), applicable listings criteria, white page enhancements and publication schedules will be the subject of negotiations between Cellular 29 and directory publishers, including Qwest Dex. Qwest acknowledges that Cellular 29 may request Qwest to facilitate discussions between Cellular 29 and Qwest Dex.

(F)6. NOTICE OF CHANGES

Notice should be written and provide pertinent descriptive information of such changes, within the limitations of confidentiality and disclosure, such that the other Party can evaluate potential effects. Also included with the written notice should be contact names and phone numbers for subsequent discussions.

This is good faith effort on the part of the Parties and will evolve over time as required for effective Interconnection.

(F)7. Intentionally left blank for numbering consistency.

(F)8. MAINTENANCE AND REPAIR

(F)8.1 Service Levels

(F)8.1.1 Qwest will provide repair and maintenance for all services covered by this Agreement in a manner equal to that which Qwest provides for itself.

(F)8.1.2 During the term of this Agreement, Qwest will provide necessary maintenance business process support to allow Cellular 29 to provide similar service quality to that provided by Qwest to its end users.

(F)8.1.3 Qwest will perform repair service that is equal in timeliness and quality to that which it provides to its own end users.

(F)8.2 Service interruptions

(F)8.2.1 The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party 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."

(F)8.2.2 If it is confirmed that either Party is causing 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.

(F)8.2.3 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.

- (F)8.2.4 Each Party shall furnish a trouble reporting telephone number for the designated repair center. This number shall give access to the location where records are normally located and where current status reports on any trouble reports are readily available. If necessary, 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.
- (F)8.2.5 Before either Party reports a trouble condition, it shall use its best efforts to isolate the trouble to the other's facilities.
 - (F)8.2.5.1 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 Co-Providers and itself.
 - (F)8.2.5.2 The Parties shall cooperate in isolating trouble conditions.
- (F)8.3 Maintenance of Service Charge
 - (F)8.3.1 Maintenance of Service Charges may be imposed by Qwest on Cellular 29 for internal repair work costs incurred on behalf of Cellular 29 and later found to be in Cellular 29 network components. Similarly, charges may be imposed by Cellular 29 on Qwest for internal repair work incurred as a result of a Qwest notification that the problem is not in the wireline network and Cellular 29 incurs costs to test its network. Cellular 29
- (F)8.4 Work Center Interfaces
 - (F)8.4.1 Qwest and Cellular 29 shall work cooperatively to develop positive, close working relationships among corresponding work centers involved in the trouble resolution processes.
- (F)8.5 Major Outages/Restoral/Notification
 - (F)8.5.1 Qwest will notify Cellular 29 of major network outages as soon as is practical. This notification will be via e-mail to Cellular 29's identified contact. With the minor exception of certain proprietary information, Qwest will utilize the same thresholds and processes for external notification as it does for internal purposes. This major outage information will be sent via E-mail on the same frequency schedule as is provided internally within Qwest. Service restoration will be nondiscriminatory, and will be accomplished as quickly as possible according to Qwest and/or industry standards.
 - (F)8.5.2 Cellular 29 will supply Qwest with the current e-mail address for purposes of receiving this notification.

- (F)8.5.3 Qwest will meet with associated personnel from Cellular 29 to share contact information and review Qwest's outage restoral processes and notification processes.
- (F)8.5.4 Qwest's emergency restoration process operates on a 7X24 basis.
- (F)8.6 Proactive Maintenance
 - (F)8.6.1 Qwest will perform scheduled maintenance as defined in (F)8.14.
 - (F)8.6.2 Qwest will work cooperatively with Cellular 29 to develop processes to provide as much notice as possible to Cellular 29 of pending maintenance activity. Such process work will include establishment of reasonable thresholds and notification standards.
- (F)8.7 Hours of Coverage
 - (F)8.7.1 Qwest's repair operation is seven days a week, 24 hours a day. Not all functions or locations are covered with scheduled employees on a 7X24 basis. Where such 7X24 coverage is not available Qwest's repair operations center (always available 7X24) can call-out technicians or other personnel required for the situation.
- (F)8.8 Escalations
 - (F)8.8.1 Qwest will provide trouble escalation procedures to Cellular 29. Such procedures will be based on the processes Qwest employs for its own end users. Qwest escalations are manual processes.
 - (F)8.8.2 Qwest repair escalations begin with calls to the up-front trouble reporting centers.
- (F)8.9 Dispatch
 - (F)8.9.1 Qwest will provide maintenance dispatch personnel on the same schedule as it provides for other Co-Providers.
 - (F)8.9.2 Upon the receipt of a trouble report from Cellular 29, Qwest will do all that is reasonable and practical, according to industry standards, to resolve the repair condition Cellular 29 Cellular 29
- (F)8.10 Jeopardy Management
 - (F)8.10.1 Notification to Cellular 29 will be given as soon as Qwest becomes aware that a trouble report interval is likely to be missed.
- (F)8.11 Trouble Screening
 - (F)8.11.1 Cellular 29 shall screen and test its end user trouble reports completely enough to insure that it sends to Qwest only trouble reports that involve Qwest facilities.

(F)8.12 Maintenance Standards

(F)8.12.1 Qwest will cooperate with Cellular 29 to meet the maintenance standards outlined in this Agreement.

(F)8.12.2 On Cellular 29 reported trouble, Qwest will inform Cellular 29 of repair completion as soon as is practical after its completion.

(F)8.13 Repair Call Handling

(F)8.13.1 Manually-reported repair calls by Cellular 29 to Qwest will be answered with the same quality and speed as Qwest answers calls from its own end users.

(F)8.14 Single Point of Contact

(F)8.14.1 Qwest will provide a single point of contact for Cellular 29 to report maintenance issues and trouble reports 24 hours a day, 7 days a week.

(F)8.14.2 For manually-reported trouble reports, a single 7X24 trouble reporting telephone number will be provided to Cellular 29 for each category of trouble situation being encountered.

(F)8.15 Maintenance Windows

(F)8.15.1 Generally, the maintenance window is between 10:00 p.m. through 6:00 a.m. Monday through Friday and Saturday 10:00 p.m. through Monday 6:00 a.m.

(F)9. BONA FIDE REQUEST PROCESS

(F)9.1 Any request for Interconnection or access to an Unbundled Network Element or ancillary service that is not already available as described in other sections of this Agreement, including but not limited to any other Interconnection Agreement, Tariff or otherwise defined by Qwest as a product or service shall be treated as a Bona Fide Request (BFR). Qwest shall use the BFR Process to determine the terms and timetable for providing the requested Interconnection, access to UNEs or ancillary services and the technical feasibility of new/different points of Interconnection. Qwest will administer the BFR Process in a non-discriminatory manner.

(F)9.2 A BFR shall be submitted in writing and on the appropriate Qwest form for BFRs. Cellular 29 and Qwest may work together to prepare the BFR form and either Party may request that such coordination be handled on an expedited basis. This form shall be accompanied by the non-refundable Processing Fee specified in Part G of this Agreement. Qwest will refund one-half of the Processing Fee if the BFR is cancelled within ten (10) business days of the receipt of the BFR form. The form will request, and Cellular 29 will need to provide, the following information, and may also provide any additional information that may be reasonably necessary in describing and analyzing Cellular 29's request:

- (F)9.2.1 a technical description of each requested Network Element or new/different points of Interconnection or ancillary services;
- (F)9.2.2 the desired interface specification;
- (F)9.2.3 each requested type of Interconnection or access;
- (F)9.2.4 a statement that the Interconnection or Network Element or ancillary service will be used to provide a Telecommunications Service;
- (F)9.2.5 the quantity requested;
- (F)9.2.6 the specific location requested;
- (F)9.3 Within two (2) business days of its receipt, Qwest shall acknowledge receipt of the BFR and in such acknowledgment advise Cellular 29 of missing information, if any, necessary to process the BFR. Thereafter, Qwest shall promptly advise Cellular 29 of the need for any additional information required to complete the analysis of the BFR. If requested, either orally or in writing, Qwest will provide weekly updates on the status of the BFR.
- (F)9.4 Within twenty-one (21) calendar Days of its receipt of the BFR and all information necessary to process it, Qwest shall provide to Cellular 29 an analysis of the BFR. The preliminary analysis shall specify Qwest's conclusions as to whether or not the requested Interconnection or access to an Unbundled Network Element complies with the unbundling requirements of the Act or state law.
- (F)9.5 If Qwest determines during the twenty-one (21) Day period that a BFR does not qualify as an Unbundled Network Element or Interconnection or ancillary service that is required to be provided under the Act or state law, Qwest shall advise Cellular 29 as soon as reasonably possible of that fact, and Qwest shall promptly, but in no case later than the twenty-one Day period, provide a written report setting forth the basis for its conclusion.
- (F)9.6 If Qwest determines during such twenty-one (21) Day period that the BFR qualifies under the Act or state law, it shall notify Cellular 29 in writing of such determination within ten (10) calendar Days, but in no case later than the end of such twenty-one (21) Day period.
- (F)9.7 As soon as feasible, but in any case within forty-five (45) calendar Days after Qwest notifies Cellular 29 that the BFR qualifies under the Act, Qwest shall provide to Cellular 29 a BFR quote. The BFR quote will include, at a minimum, a description of each Interconnection, Network Element, and ancillary service, the quantity to be provided, any interface specifications, and the applicable rates (recurring and nonrecurring) including the separately stated development costs and construction charges of the Interconnection, Unbundled Network Element or ancillary service and any minimum volume and term commitments required, and the timeframes the request will be provisioned.

- (F)9.8 Cellular 29 has sixty (60) business days upon receipt of the BFR quote, to either agree to purchase under the quoted price, or cancel its BFR.
- (F)9.9 If Cellular 29 has agreed to minimum volume and term commitments under the preceding paragraph, Cellular 29 may cancel the BFR or volume and term commitment at any time but may be subject to termination liability assessment or minimum period charges.
- (F)9.10 If either Party believes that the other Party is not requesting, negotiating or processing any BFR in good faith, or disputes a determination or quoted price or cost, it may invoke the Dispute Resolution provision of this Agreement.
- (F)9.11 All time intervals within which a response is required from one Party to another under this Section are maximum time intervals. Each Party agrees that it will provide all responses to the other Party as soon as the Party has the information and analysis required to respond, even if the time interval stated herein for a response is not over.
- (F)9.12 In the event Cellular 29 has submitted a Request for an Interconnection, Unbundled Network Elements or any combinations thereof, or ancillary services, and Qwest determines in accordance with the provisions of this Section that the request is Technically Feasible, subsequent requests or orders for substantially similar types of Interconnection, Unbundled Network Elements or combinations thereof or ancillary services by that Cellular 29 shall not be subject to the BFR process. To the extent Qwest has deployed or denied a substantially similar Interconnection, Unbundled Network Elements or combinations thereof or ancillary services under a previous BFR, a subsequent BFR shall not be required and the BFR application fee shall be refunded immediately. Qwest may only require Cellular 29 to complete a New Product Questionnaire before ordering such Interconnection, Unbundled Network Elements or combinations thereof, or ancillary services. ICB pricing and intervals will still apply for requests that are not yet standard offerings. For purposes of this Section, a “substantially similar” request shall be one with substantially similar characteristics to a previous request with respect to the information provided pursuant to Subsections 9.2.1 through 9.2.6 of this Section 9. The burden of proof is upon Qwest to prove the BFR is not substantially similar to a previous BFR.
- (F)9.13 The total cost charged to Cellular 29 shall not exceed the BFR quoted price.
- (F)9.14 Upon request, Qwest shall provide Cellular 29 with Qwest’s supporting cost data and/or studies for the Interconnection, Unbundled Network Element or ancillary service that Cellular 29 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.

(F)9.15 Qwest shall make available a topical list of the BFRs that it has received from other WSPs. The description of each item on that list shall be sufficient to allow Cellular 29 to understand the general nature of the product, service, or combination thereof that has been requested and a summary of the disposition of the request as soon as it is made. Qwest shall also be required upon the request of Cellular 29 to provide sufficient details about the terms and conditions of any granted requests to allow Cellular 29 to elect to take the same offering under substantially identical circumstances. Qwest shall not be required to provide information about the request initially made by Cellular 29 whose BFR was granted, but must make available the same kinds of information about what it offered in response to the BFR as it does for other products or services available under this Agreement. Cellular 29 shall be entitled to the same offering terms and conditions made under any granted BFR, provided that Qwest may require the use of ICB pricing where it makes a demonstration to Cellular 29 of the need therefor.

(F)10. AUDIT PROCESS

(F)10.1 "Audit" shall mean the comprehensive review of:

(F)10.1.1 Data used in the billing process for services performed, including reciprocal compensation, and facilities provided under this Agreement; and

(F)10.1.2 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 UNEs.

(F)10.1.3 Any other data and/or records reasonably required to determine compliance with any terms or conditions of this Agreement, or any applicable state or federal rules, regulations, guidelines or requirement.

(F)10.2 The data referred to 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:

(F)10.2.1 Either Party may request to perform an Audit.

(F)10.2.2 The Audit shall occur upon thirty (30) business days written notice by the requesting Party to the non-requesting Party.

(F)10.2.3 The Audit shall occur during normal business hours.

(F)10.2.4 There shall be no more than two (2) Audits requested by each Party under this Agreement in any twelve (12) month period.

- (F)10.2.5 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.
 - (F)10.2.6 The location of the Audit shall be the location where the requested records, books and documents are retained in the normal course of business.
 - (F)10.2.7 Except in the case of actual fraud, all transactions under this Agreement which are over twenty-four (24) months old will be considered accepted and no longer subject to Audit. The Parties agree to retain records of all transactions under this Agreement for at least twenty-four (24) months.
 - (F)10.2.8 Each Party shall bear its own expenses occasioned by the Audit, provided that the expense associated with any study or data collection, other than that made in the ordinary course of business, shall be borne by the requesting Party.
 - (F)10.2.9 The Party requesting the Audit may request that an Audit be conducted by an independent auditor of that Party's choice. Under this circumstance, the costs of the independent auditor shall be paid for by the Party requesting the Audit.
 - (F)10.2.10 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 borne by the party requesting the independent auditor.
 - (F)10.2.11 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). All errors not corrected within thirty (30) business days shall be escalated to the Vice-President level. All costs incurred in conjunction with the Audit that verified material errors shall be reimbursed to the Party requesting the audit by the Party responsible for the error(s). Any amount found to be due and owing as a result of an audit, shall be paid within thirty (30) days of the audit results and shall include late charges from the date that such charge was originally due through the date such charge is actually paid.
- (F)10.3 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 reasonably satisfactory to the non-requesting Party. To the extent an Audit involves access to information of other competitors, Cellular 29 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' dis-aggregated data, as required by reasonable needs of the Audit.

(F)11. CONSTRUCTION CHARGES

Interconnection facilities provided on a route that involves extraordinary circumstances may be subject to the Construction Charges. When Qwest claims extraordinary circumstances exist, it must apply to the Commission for approval of such charges by showing that Cellular 29 alone is the sole cause of such construction. Qwest shall initiate such proceeding within ten (10) calendar days of notifying Cellular 29 in writing that it will not construct the requested facilities, or within ten (10) calendar days of notice from Cellular 29 in writing that Qwest must either commence construction of the facilities or initiate such proceeding with the Commission. In this proceeding, Qwest shall not object to using the most expeditious procedure available under state law, rule or regulation. Qwest shall be relieved of its obligation of constructing such facilities during the pendency of the proceeding before the Commission. If the Commission approves such charges, Qwest and Cellular 29 will share costs in proportion to each Party's use of the overall capacity of the route involved. Qwest and Cellular 29 may also choose to work in good faith to identify and locate alternative routes that can be used to accommodate Cellular 29 forecasted build. Extraordinary circumstances include, but are not limited to, natural obstructions such as lakes, rivers, or steep terrain, and legal obstructions such as governmental, federal, Native American or private rights of way. The standard Qwest forecast period of six (6) months may not apply under these circumstances. Construction Charges shall not apply in the event that construction is an augment of an existing route.

(F)12. SERVICE PERFORMANCE

(F)12.1 General Provisions

- (F)12.1.1** Qwest and Cellular 29 agree that, under the Act, Qwest is required to provide Type 2 Interconnection Trunks to Cellular 29 and other Wireless Service Providers, for use as Telecommunications services, in a non-discriminatory manner. Accordingly, Qwest agrees to provide performance data to Cellular 29 in a manner that will assist in making a determination of whether Qwest has provided services to Cellular 29 in a non-discriminatory manner.

- (F)12.1.2** In no instance shall this Agreement be construed to require Qwest to provide superior levels of service to Cellular 29 in comparison to the level of service which Qwest provides service to itself, its affiliated and other telecommunications carriers or its own customers. Nothing contained herein is intended to preclude a parties' right to file a complaint as to the level of service provided or to cancel facilities deemed unacceptable.

- (F)12.1.3 Cellular 29 agrees to measure its performance for the applicable performance indicators listed below in providing required reciprocal services to Qwest.
- (F)12.1.4 In the event that Qwest wishes to procure other services than those referred to in this Agreement from Cellular 29, the Parties agree to negotiate an amendment to this Agreement.
- (F)12.1.5 As further specified in this Section, Qwest will provide results for the list of performance indicators identified for Interconnection Type 2 services.

(F)12.2 Performance Indicators

(F)12.2.1 Ordering and Provisioning Indicators

- Average Installation Intervals Delivered
- Installation Commitments Met
- Installation Trouble Reports
- Average Firm Order Confirmation Interval
- Cellular 29 Caused Missed Installation Commitments
- Average Speed of Answer - Qwest Provisioning Center
- Percent Calls Answered within Standard Interval - Qwest Provisioning Center

(F)12.2.2 Maintenance and Repair Indicators

- Mean Time to Restore
- Repair Repeat Report Rate
- Troubles Cleared within 4 Hours
- Cellular 29 Caused Trouble Reports
- Average Speed of Answer - Qwest Repair Center
- Percent Calls Answered within Twenty Seconds - Qwest Repair Center

(F)12.2.3 Operator Services/Directory Assistance Indicators

- Mean Time to Answer - Operator Services
- Percentage of Calls Answered within Ten Seconds - Operator Services
- Mean Time to Answer - Directory Assistance
- Percentage of Calls Answered within Ten Seconds - Directory Assistance

(F)12.2.4 Network Interconnection

- Percent Final Trunk Groups Blockage
- Average Final Trunk Group Utilization

(F)12.3 Performance Results

Qwest will provide performance results for the performance indicators listed above for Cellular 29, other Wireless Service Providers, and, where applicable, Qwest customers. For Type 2 Interconnection Trunks, Qwest will provide performance results for trunks procured by Cellular 29 and other Wireless Service Providers (which utilize joint planning and forecasting with Qwest in procuring trunks), and the performance results for trunk services which Qwest provides to its affiliates which furnish Telecommunications Services. If Cellular 29 does not participate in joint planning, only Cellular 29 results will be provided.

(F)12.4 The performance results provided to Cellular 29 by Qwest shall be consistent with the current version of the Qwest Performance Indicators Descriptions (PID). These descriptions shall be the exclusive description used by both Cellular 29 and Qwest when discussing performance results.

(F)12.5 The performance results provided under the Agreement are to be used solely for the purposes set forth herein, and shall be treated as “Confidential Information” as provided in this Agreement.

(F)12.6 Service Performance – Reported Events

(F)12.6.1 When applicable, the Parties will report service-related performance results for all “events.” An “event” is the activity that generates the measurement.

(F)12.6.2 The Parties will report results referenced above provided the other Party has ordered and is utilizing the services reported.

(F)12.6.3 The Parties will provide the reports on a calendar monthly basis. These reports will be provided within forty-five (45) calendar days of the close of the preceding month. The Parties agree not to perform their initial analysis, if any, to determine whether any trend suggesting that non-compliance with the Act may be occurring until the Party has collected six (6) months of data and such trend analysis will be completed retroactively utilizing no less than each of three (3) consecutive months’ data.

(F)12.7 Statistically and Operationally Significant Difference in Reported Trend Results

The Parties agree that a statistically and operationally significant trend of occurrences over a period of each of three (3) or more consecutive months must occur before any conclusions may be drawn from the data. Determination of the significance of a difference in each month service performance indicator results shall be based on a standard deviation or mean test, commonly referred to as a “z-test.” A difference in results will be deemed significant if the one-tailed test shows with ninety-nine (99%) percent confidence, that service operations provided to the other Party are inferior to similar operations provided by the Party to itself, or which favors other customers, as applicable.

If a statistically and operationally significant difference has occurred in the trend results, the Parties shall meet on at least a monthly basis to discuss the Parties efforts to end the statistically and operationally significant difference in trend results.

If a statistically and operationally significant difference has occurred in the trend results for any particular performance indicator, the Parties shall have three (3) months to correct the difference in the trend results. If the statistically and operationally significant difference in trend results is corrected within the three (3) month time, no action, formal or informal, can be taken by either Party with respect to that difference.

If the statistically and operationally significant difference in trend results is not corrected within the three (3) month time frame, the Dispute Resolution provision of this Agreement shall apply.

(F)12.8 Delaying Events

A Party's failure to meet a requirement in this Section of the Interconnection Agreement shall not be included when that failure is a result, directly or indirectly, of a delaying event.

A "Delaying Event" means:

- (a) Failure by either Party to perform any of its obligations set forth in this Agreement;
- (b) Any delay, act or failure to act by an end user agent or subcontractor of the other Party, or
- (c) Any Force Majeure event.

If a delaying Event prevents either Party from performing a measured activity event, then such measured activity event shall be excluded from the performance indicator(s).

(F)12.9 Records

Each Party shall maintain complete and accurate records, for the specified review period, of its performance under this Agreement, for each measured activity. Each Party shall provide such records to the other Party in a self-reporting format. Such records shall be in the format kept in the performing Party's ordinary course of business. The Parties agree that such records shall be deemed "Confidential Information."

(F)12.10 Joint Defense and Advocacy

The Parties shall jointly and separately advocate and defend the sufficiency of this Agreement in addressing the Telecommunications Act of 1996 and wholesale services performance measurement reporting rights, remedies and related terms and conditions in any forum in which its sufficiency might be challenged.

(F)12.11 Cost Recovery

Each Party reserves the right to recover the cost associated with the creation of the above measures, indicators, and reports 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.

(F)13. NETWORK STANDARDS

(F)13.1 The Parties recognize that Qwest services and network elements have been purchased and deployed, over time, to Telcordia and Qwest technical standards. Specification of standards is built into the Qwest purchasing process, whereby vendors incorporate such standards into the equipment Qwest purchases. Qwest supplements generally held industry standards with Qwest Technical Publications.

(F)13.2 The Parties recognize that equipment vendors may manufacture telecommunications equipment that does not fully incorporate and may differ from industry standards at varying points in time (due to standards development processes and consensus) and either Party may have such equipment in place within its network. Except where otherwise explicitly stated within this Agreement, such equipment is acceptable to the Parties, provided said equipment does not pose a security, service or safety hazard to persons or property.

(F)13.3 Generally accepted and developed industry standards which the Parties agree to support include, but are not limited to:

- (F)13.3.1 Switching
 - GR-954-CORE LIDB
 - GR-2863-CORE AIN
 - GR-1428-CORE Toll Free Service
 - GR-1432-CORE TCAP
 - GR-905-CORE ISUP
 - GR-1357-CORE Switched Fractional DS1
 - GR-1298-CORE AIN Switching System Generic Requirements
 - GR-1299-CORE AIN Service Control Point Adjunct Interface Generic Requirements
 - TR-NWT-001284 AIN 0.1 Switching System Generic Requirements
 - GR-905-CORE Common Channel Signaling Network Interface Specification
 - GR-1432-CORE CCS Network Interface Specification Telcordia TR-TSY-000540, Issue 2R2
 - GR-305-CORE
 - GR-1429-CORE
 - GR-2863-CORE
 - FR-64 LATA LSSGR
 - GR-334-CORE Switched Access Service
 - TR-NWT-000335 Voice Grade Special Access Services
 - TR-TSY-000529 Public LSSGR

TR-NWT-000505 LSSGR Call Processing
FR-NWT-000271 OSSGR
TR-NWT-001156 OSSGR Subsystem
SR-TSY-001171 System Reliability Analysis

(F)13.3.2 Transport

Telcordia FR-440
TR-NWT-000499 (TSGR) Transport Systems Generic Requirements
GR-820-CORE Generic Transmission Surveillance; DS1 and DS3 Performance
GR-253-CORE Synchronous Optical Network Systems (SONET)
TR-NWT-000507 Transmission
TR-NWT-000776 NID for ISDN Subscriber Access
TR-INS-000342 High Capacity Digital Special Access Service
ST-TEC-000051 & 52 Telecommunications Transmission Engineering Handbooks Volumes 1 & 2

(F)13.3.3 Loops

TR-NWT-000057 Functional Criteria for Digital Loop Carrier Systems Issue 2
TR-NWT-000393 Generic Requirements for ISDN Basic Access Digital Subscriber Lines
GR-253-CORE SONET Common Generic Criteria
TR-NWT-000303 Integrated Digital Loop Carrier System Generic Requirements
TR-TSY-000673 Operations Interface for and IDLC System
GR-303-CORE Issue 1 Integrated Digital Loop Carrier System Generic Requirements
TR-NWT-000393 Generic Requirements for ISDN Basic Access Digital Subscriber Lines
TR-TSY-000008 Digital Interface Between the SLC 96 Digital Loop Carrier System and a Local Digital Switch
TR-NWT-008 and 303
TA-TSY-000120 Subscriber Premises or Network Ground Wire
GR-49-CORE Generic Requirements for Outdoor Telephone Network Interface Requirements
TR-NWT-000239 Indoor Telephone Network Interfaces
TR-NWT-000937 Generic Requirements for Outdoor and Indoor Building Entrance
TR-NWT-000133 Generic Requirements for Network Inside Wiring

(F)13.4 Interface

Telcordia Reference Documents GR-145-CORE and BR-795-403-100.

(F)13.5 The Parties will cooperate in the development of national standards for Interconnection elements as the competitive environment evolves.

Recognizing that there are no current national standards for Interconnection network elements, Qwest has developed its own standards for some network elements, including:

Qwest Interconnection – Unbundled Loop #77384

Expanded Interconnection and Collocation for Private Line Transport and Switched Access Services - #77386

Unbundled Dedicated Interoffice Transport - #77389

Competitive Local Exchange Carrier Installation/Removal Guidelines - #77390

(F)13.6 Qwest Technical Publications are available at Qwest's Web Site:
<http://www.qwest.com/wholesale/pcat/wireless.html>

PART G - RATES

Type 2 Wireless Interconnection

Nebraska Rates
Page 1

				Local Billing Type	
				Recurring	Non Recurring
Interconnection					
Interconnection Facility Option					
Entrance Facilities					
		DS1		\$79.98	\$179.89
		DS3		\$429.36	\$314.47
				Recurring Fixed	Recurring Per Mile
Direct Trunked Transport					
		DS1			
		Over 0 to 8 Miles	\$34.12	\$3.25	
		Over 8 to 25 Miles	\$34.95	\$3.28	
		Over 25 to 50 Miles	\$36.80	\$1.86	
		Over 50 Miles	\$35.44	\$0.79	
		DS3			
		Over 0 to 8 Miles	\$219.24	\$54.79	
		Over 8 to 25 Miles	\$222.65	\$17.32	
		Over 25 to 50 Miles	\$204.76	\$21.47	
		Over 50 Miles	\$216.42	\$14.86	
				Recurring	Non Recurring
Multiplexing					
		DS3 to DS1	\$248.81	\$203.08	
		DS1 to DS0	\$233.80	\$203.08	
Trunk NonRecurring					
		DS1 Interface, First Trunk		\$262.34	
		DS1 Interface, Each Additional Trunk		\$4.74	
		DS3 Interface, First Trunk		\$267.84	
		DS3 Interface, Each Additional Trunk		\$10.25	
Trunk Routing Change - Per Type 2 Trunk Group					
		2A Direct Final to Alternate Final		\$76.42	
		Type 2 Routing Translation Change		\$76.42	
Exchange Services MTA / Local Traffic					
		End Office Call Termination, per MOU		\$0.002034	
		Tandem Switched Transport Tandem Switching, per MOU		\$0.001776	
				Recurring Fixed	Recurring Per Mile

		Tandem Transmission				
		Over 0 to 8 Miles	\$0.000488	\$0.0000308		
		Over 8 to 25 Miles	\$0.000496	\$0.0000179		
		Over 25 to 50 Miles	\$0.000528	\$0.0000134		
		Over 50 Miles	\$0.000537	\$0.0000076		
		For MTA/Local, the rates for Call Termination, Tandem Switching & Tandem Transmission are Bill & Keep				
				Recurring	Non Recurring	
		Local Traffic-FCC-ISP Rate Caps				
		MOU for 6 mo. June 14-Dec. 13,2001		N/A		
		MOU for 18 mo. Dec. 14,2001-June 13,2003		\$0.001		3
		MOU for 36 mo. June 14, 2003-June 13, 2006		\$0.0007		3
		Transit Traffic				
		Local Transit	See Tandem Switching and Tandem Transmission Rates Above.			
		Local Transit Assumed Miles	5	Miles		
		IntraLATA Toll Transit		\$0.0030050		1
		NonLocal Traffic	Qwest FCC Switched Access Tariff			
		Category 11 Mechanized Record Charge, per Record		\$0.001723		1
		Miscellaneous Charges				
		Expedite Charge	Qwest's Nebraska Access Service Catalog			
		Cancellation Charge	Qwest's Nebraska Access Service Catalog			
		Additional Testing	Qwest's Nebraska Access Service Catalog			
		Construction Charges		ICB	ICB	3
		Common Channel Signaling/SS7				
		CCSAC STP Port		\$226.45	\$369.78	
		CCSAC Options Activation Charge				
		Basic Translations				
		First Activation, per order			\$77.26	
		Each Additional Activation, per			\$6.11	
		CCSAC Options Database Translations				
		First Activation per order			\$89.49	
		Each additional Activation per order			\$36.69	
		Signal Formulation, ISUP, Per Call Set-Up Request		\$0.0005523		
		Signal Transport, ISUP, Per Call Set-Up Request		\$0.0001770		
		Signal Transport, TCAP, per Data Request		\$0.0000197		
		Signal Switching, ISUP, Per Call Set-Up Request		\$0.0010372		
		Signal Switching, TCAP, Per Data Request		\$0.0008833		
		Advanced Intelligent Network (AIN)				
		AIN Customized Services (ACS)			ICB	4
		AIN Platform Access (APA)		ICB	ICB	4
		AIN Query Processing, per Query		ICB		4
		Line Information Database (LIDB)				
		LIDB Storage			No Charge	

	Line Validation Administration System Access (LVAS)			
	LIDB Line Record Initial Load			
	Up to 20,00 Line Records		\$2,601.00	
	Over 20,000 Line Records		ICB	4
	Mechanized Service Account Update, per Addition or Update Processed		ICB	4
	Individual Line Record Audit		ICB	4
	Account Group Audit		ICB	4
	Expedited Request Charge for Manual Updates		ICB	4
	LIDB Query Service, per query	\$0.00080200		
	Fraud Alert Notification, per alert	No Charge		
	8xx Databases Query Service			
	Per Query	\$0.01893496		
	Pot Translation	\$0.00000051		
	Call Handling & Destination Feature	\$0.00000152		
	InterNetwork Calling Name (ICNAM)	\$0.007250		
	Ancillary Service			
	Local Number Portability			
	LNP Queries	See FCC Tariff #1 Section 20.3.1 & 20.3.3		
	LNP Managed Cuts			
	Standard Managed Cuts per person per 1/2 Hr.		\$27.38	5
	Overtime Managed Cuts per person per 1/2 Hr.		\$35.43	5
	Premium Managed Cuts per person per 1/2 Hr.		\$43.49	5
	911/E911	No Charge		
	White Pages Directory Listings, Facility Based Providers			
	Premium/Privacy Listings		General Exchange Tariff Rate, less wholesale discount	
	Directory Assistance			
	Local Directory Assistance, Per Call	\$0.34		5
	National Directory Assistance, Per Call	\$0.36		5
	Call Branding, Set Up and Recording		\$10,500.00	5
	Loading Brand / Per Switch		\$175.00	5
	Call Completion Link, Per Call	\$0.09		5
	Directory Assistance List Information			
	Initial Database Load, Per Listing	\$0.25		5
	Reload, per Listing	\$0.02		5
	Daily Updates, per Listing	\$0.05		5
	One-Time Set Up Fee	\$81.42		5
	Output Charge			
	Electronic Transmission	\$0.0020		5
	Tapes (Charges only apply if this is selected as the normal delivery medium for daily updates)	\$30.00		5
	Shipping Charges (for tape delivery)		ICB	4
	Toll and Assistance Operator Services			

			Option A				
			Operator - Handled Calling Card Call		\$1.45		5
			Computer - Handled Calling Card Call		\$0.60		5
			Station Call		\$1.50		5
			Person Call		\$3.50		5
			Connection to Directory Assistance Call		\$0.75		5
			Busy Line Verify Call		\$1.95		5
			Busy Line Interrupt Call		\$2.05		5
			Operator Assistance Call		\$0.50		5
			Option B				
			Operator Handled Call		\$0.028		5
			Computer - Handled Calls		\$0.250		5
			Call Branding, Set Up and Recording			\$10,500.00	5
			Loading Brand / Per Switch			\$175.00	5
			Access to Poles, Ducts, Conduits and Rights of Way				
			Pole Inquiry Fee, per Mile			\$320.97	1
			Innerduct Inquiry Fee, per Mile			\$385.82	1
			ROW Inquiry Fee			\$142.59	1
			ROW Doc Prep Fee			\$142.59	1
			Field Verification Fee, per Pole			\$35.65	1
			Field Verification Fee, per Manhole			\$463.42	1
			Planner Verification, Per Manhole			\$15.90	1
			Manhole Verification Inspector Per Manhole			\$285.18	1
			Manhole Make-Ready Inspector, per Manhole			\$427.77	1
			Pole Attachment Fee, per Foot, per Year		\$3.50		5
			Innerduct Occupancy Fee, per Foot, per Year		\$0.28		5
			Access Agreement Consideration			\$10.00	4
			Make Ready			ICB	4
			Support Functions : Operational Support Systems (OSS) and Maintenance and Repair				
			Usage Record File, per record		\$0.0008290		
			Bona Fide Request Process				
			Processing Fee			\$2,273.80	
			NOTES:				
			* Unless otherwise indicated, all rates are pursuant to Commission Order.				
			[1] Rates proposed in Cost Docket C-2516.				
			[2] Rates not proposed in Nebraska Cost Docket. (TELRIC based where required.)				
			[3] Rates per FCC Guidelines.				
			[4] ICB, Individual Case Basis pricing.				
			[5] Market-based rates				
			[6] Regional TELRIC based where required.				

PART H - SIGNATURE

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.

**RSA No. 1 Limited Partnership,
d.b.a. Cellular 29 Plus ***

Qwest Corporation *

Signature

Signature

Name Printed/Typed

L.T. Christensen

Name Printed/Typed

Title

Director - Business Development

Title

Date

Date

*** Signature does not waive any rights of either Party to seek administrative/judicial review of all or part of the Agreement, or to reform the agreement as the result of successful administrative/judicial review and/or future settlement agreements between the Parties to this Agreement.**

EXHIBIT A**SINGLE POINT OF PRESENCE WAIVER**

Qwest will waive the requirement for Cellular 29 to connect to each Qwest Access Tandem in the LATA with this waiver amendment.

Cellular 29 certifies that it will not originate any traffic destined for subtending offices of Qwest's Access Tandems for which Cellular 29 seeks a waiver. Or, if Cellular 29 does originate such traffic, that Cellular 29 will route such traffic to a Non-Qwest network. In addition, Cellular 29 certifies that it does not have an NPA/NXX in the rate center that homes on the Qwest Access Tandem for which Cellular 29 seeks a waiver.

Cellular 29 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, Cellular 29 will provide a revised electronic letter to Qwest advising of any changes in Cellular 29's network configuration affecting the aforementioned access tandems. Should Cellular 29 desire to establish an NPA/NXX with a rate center in the serving area of a Qwest access tandem currently under this waiver, Cellular 29 must first establish trunking to the Qwest access tandem. Additionally, should Cellular 29 desire to originate traffic destined to a Qwest end office subtending a Qwest access tandem currently under this waiver, Cellular 29 must first establish trunking either to the Qwest end office or to the Qwest access tandem or send it to a non-Qwest IXC.

Under this waiver any Cellular 29 originated traffic destined for an end office subtending a Qwest tandem under this waiver that is not routed to a non-Qwest IXC or over a Type 2B facility will be billed separately by Qwest to Cellular 29.

Misrouted usage under this waiver will be billed, a penalty of \$.21 per MOU.

Additionally, a manual handling fee of \$100 or 10% of total billing, whichever is greater, will be charged for each such manual bill rendered.

Late Payment charges will apply as outlined in the existing Interconnection Agreement currently in effect between the Parties.

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 mis-routing on that trunk group or groups. Cellular 29 will then have thirty (30) days from the date of meeting to correct such mis-routing on that trunk group or groups. If further mis-routing occurs or continues after that date on the same trunk group or groups as the original mis-routing 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 mis-routing on that trunk group or groups. Cellular 29 will then have thirty (30) days from the date of meeting to correct such mis-routing. If further mis-routing 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. Nothing in this provision affects or alters in any way Cellular 29's obligation to pay the rates, the manual handling fee, and the late payment charges specified above for misrouted

traffic.