



**Adoption of the  
Wireless Agreement**

**By**

**NE Colorado Cellular, Inc. dba Viaero Wireless**

**And**

**Qwest Corporation dba CenturyLink QC**

**Adopting the  
Wireless Agreement**

**Between**

**Qwest Corporation dba CenturyLink QC**

**And**

**Verizon Wireless**

**For the State of Nebraska**

## **Adoption of the Wireless Agreement**

This Adoption of the Wireless Agreement ("Agreement") is entered into by and between NE Colorado Cellular, Inc. dba Viaero Wireless ("Viaero"), a Colorado corporation, and Qwest Corporation dba CenturyLink QC ("CenturyLink") a Colorado corporation, each of which may be referred to herein as "Party", or collectively as "the Parties", to establish the rates, terms and conditions for local interconnection and the exchange of Local traffic for the state of Nebraska.

**NOW THEREFORE**, the Parties agree as follows:

### **1. ADOPTED AGREEMENT**

- 1.1 This Agreement between the Parties shall consist of the Wireless Agreement for the state of Nebraska entered into by and between Verizon Wireless, and Qwest Corporation dba CenturyLink QC, dated approved May 17, 2011, ("Adopted Agreement"). as filed with the Nebraska Public Service Commission ("Commission").
- 1.2 This Agreement is made a part of and incorporates the terms and conditions of the Adopted Agreement, including all amendments to that Adopted Agreement (the "Terms").
- 1.3 Except as set forth herein, the Adopted Agreement remains unchanged and in full force and effect. In the event of a conflict between the Terms of the Adopted Agreement and this Agreement, this Agreement will control.

### **2. PARTIES**

For the purposes of this Agreement, CLEC is hereby substituted in the Adopted Agreement for Verizon Wireless; and CenturyLink shall remain as the other Party to the Adopted Agreement.

### **3. PROVISIONS**

- 3.1 The Terms of the Verizon Wireless Agreement are being adopted in its entirety by Viaero pursuant to Viaero's statutory rights under Section 252(i). The filing and performance by CenturyLink of the Terms does not in any way constitute a waiver by CenturyLink of any position as to the Terms or a portion thereof, nor does it constitute a waiver by CenturyLink of any or all rights and remedies it may have to seek review of the Terms, or to seek review in any way of any provisions included in these Terms as a result of Viaero's 252(i) election.
- 3.2 Should Viaero attempt to apply the adopted Terms in a manner that conflicts with the provisions set forth herein, CenturyLink reserves its rights to seek appropriate legal and/or equitable relief.

### **4. EFFECTIVE DATE AND TERM**

- 4.1 This Agreement, if an initial Agreement shall become effective on the date of Commission Approval ("Effective Date"); however the Parties may agree to implement the provisions of this Agreement upon execution by both Parties. However, the initiation of a new account, any new provision of service or obligation or any revision to currently existing services or obligations may take up to 60 days to accommodate any required initial processes.
- 4.2 In the event that the Parties currently have an existing Wireless Agreement, this Agreement shall replace the existing Wireless Agreement in its entirety beginning on the Effective Date. However, nothing relieves the Parties from fulfilling all obligations incurred under that prior Wireless Agreement.

4.3 The expiration date of this Agreement shall be the expiration date of the Adopted Agreement, which is May 17, 2014.

## 5. NOTICES

Except as otherwise provided, all notices and communication hereunder will be deemed to have been duly given when made in writing and delivered in person or deposited in the U.S. mail, certified, postage paid, return receipt requested, and addressed as follows:

**To CenturyLink:**

CenturyLink  
Director Wholesale Contracts  
930 15th Street, 6th Floor  
Denver, CO 80202  
Phone: 303-672-2879  
Email: [intagree@centurylink.com](mailto:intagree@centurylink.com)

**With Copy to:**

CenturyLink Legal Department  
Wholesale Interconnection  
1801 California Street, 9th Floor  
Denver, CO 80202  
Phone: 303-383-6553  
Email: [Legal.Interconnection@centurylink.com](mailto:Legal.Interconnection@centurylink.com)

**To Viaero:**

NE Colorado Cellular, Inc.  
dba Viaero Wireless  
Andrew Newell, General Counsel  
1224 W Platte Ave.  
Fort Morgan, CO 80701  
Phone: 970-467-3145  
Email: [Andrew.newell@viaero.com](mailto:Andrew.newell@viaero.com)

**With Copy to:**

NE Colorado Cellular, Inc.  
dba Viaero Wireless  
Frank Di Rico - President  
1224 W Platte Ave  
Fort Morgan, CO 80701  
Phone: 970-768-0000  
Email: [Rosalie.jefferson@viaero.com](mailto:Rosalie.jefferson@viaero.com)

## 6. REGULATORY REQUIREMENTS

- 6.1 CLEC represents and warrants that it is authorized to provide telecommunications services in the State of Nebraska.
- 6.2 The Parties will cooperate to file this Agreement with the Commission for approval and complete all attendant requirements of the Commission for such approval.

**IN WITNESS WHEREOF**, Viaero and CenturyLink have caused this Agreement to be executed by their respective duly authorized representatives.

**NE Colorado Cellular, Inc.  
dba Viaero Wireless**

Signature

Michael Felicissimo  
Printed Name

Executive Vice-President  
Title

Date

**Qwest Corporation dba CenturyLink QC**

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*L T Christensen*  
DocuSigned By: L T Christensen  
Signature

L. T. Christensen  
Printed Name

Director – Wholesale Contracts  
Title

11/19/2013  
Date

**Type 2 Wireless Interconnection Agreement**

**Between**

**Qwest Corporation dba CenturyLink QC**

**And**

**NE Colorado Cellular, Inc. dba Viaero Wireless**

**For The State Of Nebraska**

**Agreement Number  
CDS 130913-0002**

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**Section 1.0 - GENERAL TERMS**

1.1 This Agreement for Type 2, two-way Wireless Interconnection is between the NE Colorado Cellular, Inc. dba Viaero Wireless ("Viaero Wireless"), and Qwest Corporation dba CenturyLink QC ("CenturyLink QC"), a Colorado corporation pursuant to Section 252 of the Telecommunications Act of 1996, for purposes of fulfilling CenturyLink QC's obligations under Sections 222, 251(a), (b), and (c), 252, 271, and other relevant provisions of the Act and the rules and regulations promulgated thereunder. Viaero Wireless is licensed by the Federal Communications Commission ("FCC") as a Commercial Mobile Radio Service ("CMRS") Provider. Services provided by CenturyLink QC to Viaero Wireless under this Agreement are provided pursuant to Viaero Wireless's role as a CMRS provider of two-way traffic.

1.2 This Interconnection Agreement sets forth the terms, conditions and pricing under which CenturyLink QC will provide to Viaero Wireless network Interconnection and Ancillary services within the geographical areas in which CenturyLink QC is providing local Exchange Service at that time, and for which CenturyLink QC is the incumbent Local Exchange Carrier within the state of Nebraska for purposes of exchanging local two way Telecommunications Services.

1.3 With respect to the terms and provisions of this Agreement, CenturyLink QC has negotiated the Agreement in its entirety, and the inclusion of any particular provision, or rate, term and condition, is not evidence of the reasonableness thereof when considered apart from all other provisions of the Agreement.

## SECTION 2.0 - INTERPRETATION AND CONSTRUCTION

2.1 This Agreement includes this Agreement and all Exhibits appended hereto, each of which is hereby incorporated by reference in this Agreement and made a part hereof. All references to Sections and Exhibits shall be deemed to be references to Sections of, and Exhibits to, this Agreement unless the context shall otherwise require. The headings and numbering of Sections and Exhibits used in this Agreement are for convenience only and will not be construed to define or limit any of the terms in this Agreement or affect the meaning and interpretation of this Agreement. Unless the context shall otherwise require, any reference to any statute, regulation, rule, Tariff, technical reference, technical publication, or any publication of Telecommunications industry administrative or technical standards, shall be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successor) of that statute, regulation, rule, Tariff, technical reference, technical publication, or any publication of Telecommunications industry administrative or technical standards that is in effect. Provided, however, that nothing in this Section 2.1 shall be deemed or considered to limit or amend the provisions of Section 2.2. In the event a change in a law, rule regulation or interpretation thereof would materially change this Agreement, the terms of Section 2.2 shall prevail over the terms of this Section 2.1. In the case of any material change, any reference in this Agreement to such law, rule, regulation or interpretation thereof will be to such law, rule, regulation or interpretation thereof in effect immediately prior to such change until the processes set forth in Section 2.2 are implemented. The existing configuration of either Party's network may not be in compliance with the latest release of technical references, technical publications, or publications of Telecommunications industry administrative or technical standards.

2.2 The provisions in this Agreement are intended to be in compliance with and based on the existing state of the law, rules, regulations and interpretations thereof, including but not limited to state and federal rules, regulations, and laws, as of March 11, 2005 (the Existing Rules). Nothing in this Agreement shall be deemed an admission by CenturyLink QC or Viaero Wireless concerning the interpretation or effect of the Existing Rules or an admission by CenturyLink QC or Viaero Wireless that the Existing Rules should not be changed, vacated, dismissed, stayed or modified. Nothing in this Agreement shall preclude or estop CenturyLink QC or Viaero Wireless from taking any position in any forum concerning the proper interpretation or effect of the Existing Rules or concerning whether the Existing Rules should be changed, vacated, dismissed, stayed or modified. To the extent that the Existing Rules are vacated, dismissed, stayed or materially changed or modified, then this Agreement shall be amended to reflect such legally binding modification or change of the Existing Rules. Where the Parties fail to agree upon such an amendment within sixty (60) Days after notification from a Party seeking amendment due to a modification or change of the Existing Rules or if any time during such sixty (60) Day period the Parties shall have ceased to negotiate such new terms for a continuous period of fifteen (15) Days, it shall be resolved in accordance with the Dispute Resolution provision of this Agreement. It is expressly understood that this Agreement will be corrected, or if requested by Viaero Wireless, amended as set forth in this Section 2.2, to reflect the outcome of generic proceedings by the Commission for pricing, service standards, or other matters covered by this Agreement. Rates in Exhibit A will reflect legally binding decisions of the Commission and shall be applied on a prospective basis from the effective date of the legally binding Commission decision, unless otherwise ordered by the Commission. Where a Party provides notice to the other Party within thirty (30) Days of the effective date of an order issuing a legally binding change, any resulting amendment shall be deemed effective on the effective date of the legally binding change or modification of the Existing Rules for rates, and to

Section 2  
Interpretation and Construction

the extent practicable for other terms and conditions, unless otherwise ordered. In the event neither Party provides notice within (thirty (30) Days, the effective date of the legally binding change shall be the Effective Date of the amendment unless the Parties agree to a different date. During the pendency of any negotiation for an amendment pursuant to this Section 2.2 the Parties shall continue to perform their obligations in accordance with the terms and conditions of this Agreement, for up to sixty (60) Days. For purposes of this section, "legally binding" means that the legal ruling has not been stayed, no request for a stay is pending, and any deadline for requesting a stay designated by statute or regulation, has passed.

2.3 Unless otherwise specifically determined by the Commission, in cases of conflict between this Agreement and CenturyLink QC's Tariffs, Product Catalog (PCAT), methods and procedures, technical publications, policies, product notifications or other CenturyLink QC documentation relating to CenturyLink QC's or Viaero Wireless's rights or obligations under this Agreement then the rates, terms and conditions of this Agreement shall prevail. To the extent another document abridges or expands the rights or obligations of either Party under this Agreement, the rates, terms and conditions of this Agreement shall prevail.

### **SECTION 3.0 - WSP INFORMATION**

3.1. Viaero Wireless need not fill out a New Customer Questionnaire since they are an existing WSP in the state of Nebraska, however, Viaero Wireless will update its New Customer Questionnaire with any changes in the required information that have occurred and communicate those changes to CenturyLink QC before placing an order for a new product, Viaero Wireless will need to complete the relevant New Product Questionnaire and amend this Agreement, as necessary.

## SECTION 4.0 - DEFINITIONS

“Access Service Request” or “ASR” means the industry guideline forms and supporting documentation used for ordering Access Services. The ASR will be used to order trunking and facilities between Viaero Wireless and CenturyLink QC for Wireless Interconnection Service.

“Access Services” refers to the interstate and intrastate switched access and private line transport services offered for the origination and/or termination of interexchange traffic.

“Access Tandem Switch” is a switch used to connect End Office Switches to Interexchange Carrier Switches. CenturyLink QC's Access Tandem Switches are also used to connect and switch traffic between and among Central Office Switches within the same LATA and may be used for the exchange of IntraMTA Traffic.

"Act" means the Communications Act of 1934 (47 U.S.C. 151 et. seq.), as amended, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

“Affiliate” means a Person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term ‘own’ means to own an equity interest (or the equivalent thereof) of more than ten (10) percent.

“Applicable Law” means all laws, statutes, common law, ordinances, codes, rules, guidelines, orders, permits and approval of any governmental regulations, including, but not limited to, the Act, the regulations, rules, and final orders of the FCC and the Commission, and any final orders and decisions of a court of competent jurisdiction reviewing the regulations, rules or orders of the FCC or the Commission.

"ATIS" or "Alliance for Telecommunications Industry Solutions" is a North American telecommunication industry standards forum which, through its committees and working groups, creates, and publishes standards and guidelines designed to enable Interoperability and Interconnection for Telecommunications products and services. ATIS Standards and Guidelines, as well as the standards of other industry fora, are referenced herein.

“Automatic Location Identification” or “ALI” is the automatic display at the Public Safety Answering Point (PSAP) or the caller’s telephone number, the address/location of the telephone and supplementary emergency services information for Enhanced 911 (E911).

“Basic Exchange Telecommunications Service” means, unless otherwise defined in Commission rules and then it shall have the meaning set forth therein, a service offered to End User Customers which provides the End User Customer with a telephonic connection to, and a unique local telephone number address on, the public switched telecommunications network, and which enables such End User Customer 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 Agreement and unless otherwise agreed, Basic Exchange Telecommunications

Service includes access to ancillary services such as 911, Directory Assistance (DA) and Operator Services (OS).

"Bill Date" means the date on which a Billing period ends, as identified on the bill.

"Billing" involves the provision of appropriate usage data by one Telecommunications Carrier to another to facilitate Customer Billing with attendant acknowledgments and status reports. It also involves the exchange of information between Telecommunications Carriers to process claims and adjustments.

"Busy Line Verify/Busy Line Interrupt" or "BLV/BLI Traffic" means a call to an operator service in which the caller inquires as to the busy status of or requests an interruption of a Wireline call on another End User Customer's Basic Exchange Telecommunications Service line.

"Calling Party Number" or "CPN" is a Common Channel Signaling ("CCS") parameter, which refers to the ten digit number transmitted through a network identifying the calling party.

"Carrier" or "Common Carrier" See Telecommunications Carrier.

"Carrier Liaison Committee" or "CLC" is under the auspices of ATIS and is the executive oversight committee that provides direction as well as an appeals process to its subtending fora, the Network Interconnection Interoperability Forum (NIIF), the Ordering and Billing Forum (OBF), the Industry Numbering Committee (INC), and the Toll Fraud Prevention Committee (TFPC). On occasion, the CLC commissions ad hoc committees when issues do not have a logical home in one of the subtending forums. OBF and Network Installation and Maintenance Committee (NIMC) publish business process rules for their respective areas of concern.

"Central Office" means a building or a space within a building where transmission facilities or circuits are connected or switched.

"Central Office Switch" means a Switch used to provide Telecommunications Services, including, but not limited to:

"End Office Switches" which are used to terminate End User Customer station loops, or equivalent, for the purpose of interconnecting to each other and to trunks; and

"Tandem Office Switches" (or "Tandem Switches") which are used to connect and switch trunk circuits between and among other End Office Switches.

"Mobile Switching Center" or "MSC" which is a Wireless Carrier's Switch(es) used by Viaero Wireless in performing originating and termination functions for calls exchanged between Viaero Wireless's End Users and other Telecommunications Carriers. A Viaero Wireless MSC shall be considered a Tandem Office Switch(es) to the extent such Switch(es) serve(s) a comparable geographic area as CenturyLink QC's Tandem Office Switch. A fact-based consideration by the Commission of geography should be used to classify any switch on a prospective basis

"Charge Number" (ChN) is a Common Channel Signaling parameter, which refers to the number, transmitted through the network identifying the Billing number of the calling party. Charge Number frequently is not the Calling Party Number (CPN).

"Collocation" is an arrangement where CenturyLink QC provides space in CenturyLink QC Premises for the placement of Viaero Wireless's equipment to be used for the purpose of Interconnection.

"Commercial Mobile Radio Service" or "CMRS" is defined in 47 U.S.C. Section 332 and FCC rules and orders interpreting that statute.

"Commission" means the Nebraska Public Service Commission.

"Common Channel Signaling" or "CCS" means a method of exchanging call set up and network control data over a digital signaling network fully separate from the Public switched Network that carries the actual call. Signaling System 7 (SS7) is currently the preferred CCS method.

"Competitive Local Exchange Carrier" or "CLEC" refers to a Party that has submitted a request, pursuant to an Agreement, to obtain Interconnection, access to Unbundled Network Elements, ancillary services, or resale of Telecommunications Services. CLEC is an entity authorized to provide local Exchange Service that does not otherwise qualify as an Incumbent Local Exchange Carrier (ILEC).

"Confidential Information" shall have the meaning set forth in Section 5.16.

"Connecting Facility Assignment" or "CFA" is a slot or channel assignment of Viaero Wireless identifying where their DS1s or DS3 will be connecting with the LEC. A CFA is the identifier or location where Viaero Wireless will interconnect with the incumbent Telecommunications Carrier.

"Cross Connection" is a cabling scheme between cabling runs, subsystems, and equipment using patch cords or jumper wires that attach to connection hardware on each end.

"Customer" is a Person to whom a Party provides or has agreed to provide a specific service or set of services, whether directly or indirectly. Customer includes Telecommunication Carriers. See also, End User Customer.

"Day" means calendar Days unless otherwise specified.

"Demarcation Point" means the point where CenturyLink QC owned or controlled facilities cease, and Viaero Wireless, End User Customer, premises owner or landlord ownership or control of facilities begin.

"Dialing Parity" shall have the meaning set forth in Section 14.1.

"Digital Signal Level" means one of several transmission rates in the time - division multiplex hierarchy.

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

"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. There are 28 DS1s in a DS3.

"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.

"Due Date" means the specific date on which the requested service is to be available to Viaero Wireless as applicable.

"Effective Date" shall have the meaning set forth in Section 5.2.1.

"Electronic Bonding" is a real-time and secure electronic exchange of data between information systems in separate companies. Electronic Bonding allows electronic access to services which have traditionally been handled through manual means. The heart of Electronic Bonding is strict adherence to both International and National standards. These standards define the communication and data protocols allowing all organizations in the world to exchange information.

"End User Customer" means a third party retail Customer that subscribes to a Telecommunications Service provided by either of the Parties.

"Environmental Hazard" means any substance of which the presence, use, transport, abandonment or disposal (i) requires investigation, remediation, compensation, fine or penalty under any Applicable Law (including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act, Superfund Amendment and Reauthorization Act, Resource Conservation Recovery Act, the Occupational Safety and Health Act and provisions with similar purposes in applicable foreign, state and local jurisdictions) or (ii) poses risks to human health, safety or the environment (including, without limitation, indoor, outdoor or orbital space environments) and is regulated under any Applicable Law.

"Exchange Access" shall have the same meaning as in the Act.

"Exchange Message Interface" or "EMI" means the format used for exchange of Telecommunications message information among Telecommunications Carriers. It is referenced in the Alliance for Telecommunications Industry Solutions (ATIS) document that defines industry guidelines for the exchange of message records.

"Exchange Service" or "Extended Area Service (EAS)Local Traffic" means traffic that is originated by a Wireline End User Customer and terminated to Viaero Wireless within the Local Calling Area as determined by the Commission.

"FCC" means the Federal Communications Commission.

"Firm Order Confirmation Date" or "FOC" means the notice CenturyLink QC provides to Viaero Wireless to confirm that Viaero Wireless's Access Service Order (ASR) has been received and has been successfully processed. The FOC confirms the schedule of dates committed to by CenturyLink QC for the provisioning of the service requested.

"Individual Case Basis" or "ICB" shall have the meaning set forth in Exhibit I.

"Information Service" is the offering of a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, or making available information via Telecommunications, and includes electronic publishing, but does not include any use of any such capability for the management, control, or operation of a Telecommunications system or the management of a Telecommunications Service.

"Information Services Providers" or "ISPs" are providers of Information Services.

"Integrated Digital Loop Carrier" means a subscriber loop carrier system, which integrates multiple voice channels within the Switch on a DS1 level signal.

"Intercarrier Compensation Credit" is a monetary credit for L-M Wireline to Wireless traffic which is originated by a CenturyLink QC Wireline End User Customer within the LATA, transported by CenturyLink QC, and is terminated to Viaero Wireless's End User Customer within the MTA. The Parties agree that the portion of the Intercarrier Compensation Credit for facilities only applies to two-way Type 2 Interconnection facilities.

"Interconnection" is as described in the Act and refers to the connection between networks for the purpose of transmission and routing of traffic.

"Interconnection Agreement" or "Agreement" or "ICA" is an agreement entered into between CenturyLink QC and Viaero Wireless for Interconnection, or other services as a result of negotiations, adoption and/or arbitration or a combination thereof pursuant to Section 252 of the Act. When both Parties execute this Agreement, subject to Commission approval, it becomes the Interconnection Agreement between the Parties pursuant to Section 252(e) of the Act.

"Interconnections Database" or "ICONN" is a CenturyLink QC database, available on the CenturyLink QC Web Site, which includes business and residence access line counts, switch types, and switch generics.

"Interexchange Carrier" (IXC) means a Carrier, other than Viaero Wireless, that provides InterLATA or IntraLATA Toll services.

"Interexchange Service" means telecommunications service between stations in different exchange areas. Modification of Final Judgment, § IV(K), reprinted in United States v. Am. Tel. & Tel. Co., 552 F. Supp. 131, 229 (D.D.C. 1982) (defining "interexchange telecommunications" as "telecommunications between a point or points located in one exchange telecommunications area and a point or points located in one or more other exchange areas or a point outside an exchange area").

"InterLATA" describes Telecommunications traffic between a point located in a Local Access and Transport Area ("LATA") and a point located outside such area.

“InterMTA” describes traffic to or from a CMRS carrier’s network that originates in one MTA and terminates in another MTA.

“InterMTA Factors” are factors that are used in intercarrier compensation to determine InterMTA MOUs when Viaero Wireless’s End User Customer is initiating (M-L) or receiving (L-M) a call in one MTA and terminating to another MTA.

“Internet Service Provider-Bound” or “ISP-Bound” refers only to the traffic delivered to an Internet Service provider for which the FCC prescribed intercarrier compensation in the Intercarrier Compensation for ISP-Bound Traffic, CC Docket No. 99-68, Order on Remand and Report and Order, 16 FCC Rcd 9151 (2001)(the “ISP Remand Order”). Such traffic does not include traffic delivered to an Internet Service provider located in a different local calling area than the calling party.

“IntraLATA” describes Telecommunications functions originating and terminating in the same LATA.

"IntraLATA Toll" describes IntraLATA traffic outside the Local Calling Area.

“IntraMTA” describes traffic to or from a CMRS carrier that originates and terminates in the same MTA.

“IntraMTA Traffic” is defined under this Agreement as that traffic subject to Intercarrier Compensation that originates or terminates between Viaero Wireless’s and CenturyLink QC’s network within the MTA.

“Local Access and Transport Area” or “LATA” is as defined in the Act.

“Local Calling Area” is a geographically defined area as established by the effective tariffs of CenturyLink QC, as approved by the Commission.

“Local Exchange Carrier” (LEC) means any Carrier that is engaged in the provision of telephone Exchange Service or Exchange Access. Such term does not include a Carrier insofar as such Carrier is engaged in the provision of a commercial mobile service under Section 332(c) of the Act, except to the extent that the FCC finds that such service should be included in the definition of such term.

“Local Exchange Routing Guide” or “LERG” means a Telcordia Technologies Reference Document used by LECs and IXCs to identify NPA-NXX routing and homing information as well as Network Element and equipment designations.

"Local Number Portability" or "LNP" shall have the meaning set forth in Section 9.1.1.1.

“Local Service Request” or “LSR” means the industry standard forms and supporting documentation used for ordering local services.

“Local Tandem Switch” is a CenturyLink QC switch used to connect and switch trunk circuits between End Office Switches for traffic within an EAS/Local Calling Area..

"Location Routing Number" or "LRN" means a unique ten- (10)-digit number assigned to a Central Office Switch in a defined geographic area for call routing purposes. This ten- (10)-digit number serves as a network address and the routing information is stored in a database. Switches routing calls to subscribers whose telephone numbers are in portable NXXs perform a database query to obtain the Location Routing Number that corresponds with the Switch serving the dialed telephone number. Based on the Location Routing Number, the querying Carrier then routes the call to the Switch serving the ported number. The term "LRN" may also be used to refer to a method of LNP.

"Maintenance and Repair" involves the exchange of information between Carriers where one initiates a request for maintenance or repair of existing products and services thereof from the other with attendant acknowledgments and status reports in order to ensure proper operation and functionality of facilities.

"Maintenance of Service charge" is a miscellaneous charge that relates to trouble isolation work performed by CenturyLink QC. Basic Maintenance of Service charges apply when the CenturyLink QC technician perform work during standard business hours. Overtime Maintenance of Service charges apply when the CenturyLink QC technician performs work on a business day, but outside standard business hours, or on a Saturday. Premium Maintenance of Service charges apply when the CenturyLink QC technician performs work on either a Sunday or CenturyLink QC recognized holiday.

"Major Trading Area (MTA)" is a geographic area established in Rand McNally 1992 Commercial Atlas and Marketing Guide and used by the FCC in defining CMRS license boundaries for CMRS providers for purposes of Sections 251 and 252 of the Act.

"Meet Point" is a point of Interconnection between two networks, designated by two Telecommunications Carriers, at which one Carrier's responsibility for service begins and the other Carrier's responsibility ends.

"Meet-Point Billing" or "MPB" or "Jointly Provided Switched Access" or "JP SA" refers to an arrangement whereby two (2) or more Telecommunications Carriers (including a LEC and Viaero Wireless) receive traffic in the same LATA that the call is to be terminated in or originated from, and jointly provide Switched Access Service to an Interexchange Carrier, with each LEC (or Viaero Wireless) billing and receiving, if applicable, an appropriate share of the revenues from the IXC as defined by the effective Switched Access Tariff or, if applicable, Viaero Wireless contract.

"Mid-Span Meet" means an Interconnection between two (2) networks, designated by two (2) Telecommunications Carriers, whereby each provides its own cable and equipment up to the Meet Point of the cable facilities.

"Mid-Span Meet POI" is a negotiated Point of Interface (POI), limited to the Interconnection of facilities between the CenturyLink QC Serving Wire Center location and the location of the Viaero Wireless switch or other equipment located within the area served by the CenturyLink QC Serving Wire Center.

"Miscellaneous Charges" mean charges that apply for miscellaneous services provided at Viaero Wireless's request or based on Viaero Wireless's actions that result in miscellaneous services being provided by CenturyLink QC, as described in this Agreement.

"Multiple Exchange Carrier Access Billing" or "MECAB" refers to the document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document, published by ATIS (0401004-0009), contains the recommended guidelines for the Billing of an access service provided by two or more Telecommunications Carriers (including a LEC and/or a WSP), or by one LEC in two or more states within a single LATA.

"Multiple Exchange Carrier Ordering and Design" or "MECOD" Guidelines for Access Services-Industry Support Interface, refers to the document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECOD document, published by ATIS (0404120-0006), establishes recommended guidelines for processing orders for access service which is to be provided by two or more Telecommunications Carriers (including a LEC and/or a WSP).

"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.

"N-1 Carrier" means the Carrier in the call routing process immediately preceding the terminating carrier. The N-1 Carrier is responsible for performing the database queries (under the FCC's rules) to determine the LRN value for correctly routing a call to a ported number.

"North American Numbering Plan" or "NANP" means the basic numbering plan used for the Telecommunications networks located in the United States as well as 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.

"Number Portability Administration Center" or "NPAC" means one (1) of the seven (7) regional number portability centers involved in the dissemination of data associated with ported numbers. The NPACs were established for each of the seven (7) original Bell Operating Company regions so as to cover the fifty (50) states, the District of Columbia and the U.S. territories in the North American Numbering Plan area.

"Numbering Plan Area" or "NPA" is also sometimes referred to as an area code. It is a unique three-digit indicator that is defined by the "A," "B" and "C" digits of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two (2) general categories of NPA: "Geographic NPA" is associated with a defined geographic area and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A "Non-Geographic NPA," also known as a "Service Access Code" (SAC Code), is typically associated with a specialized Telecommunications Service which may be provided across multiple geographic NPA areas; 500, Toll Free Service NPAs, 700, and 900 are examples of Non-Geographic NPAs.

"NXX," "NXX Code," "Central Office Code," or "CO Code" is the three- (3)-digit Switch entity code which is defined by the "D," "E" and "F" digits of a ten- (10) digit telephone number within the NANP.

"Operational Support Systems" or "OSS" shall have the meaning set forth in Section 12.

"Operator Tandem" means a CenturyLink QC switching system that provides a traffic concentration and distribution function for CenturyLink QC operator assisted traffic.

"Ordering and Billing Forum" or "OBF" means the telecommunications industry forum, under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions, concerned with inter-company ordering and Billing.

"Originating Line Information Parameter" or "OLIP" is a CCS SS7 signaling parameter that identifies the line class of service, i.e., originating screening and routing translation.

"Parity" means the provision of non-discriminatory access to Interconnection and other services provided under this Agreement to the extent legally required on rates, terms and conditions that are non-discriminatory, just and reasonable. Where Technically Feasible, the access provided by CenturyLink QC will be provided in "substantially the same time and manner" to that which CenturyLink QC provides to itself, its End User Customers, its Affiliates or to any other party.

"Party" means either CenturyLink QC or Viaero Wireless and "Parties" means CenturyLink QC and Viaero Wireless.

"PLU 2B" is a factor for determining the portion of CenturyLink QC originated traffic that rides the Type 2 facility between CenturyLink QC's Tandem Switches or End Office Switches and Viaero Wireless's POI for calculation of the facilities credit to Viaero Wireless.

"Person" is a general term meaning an individual or association, corporation, firm, joint-stock company, organization, partnership, trust or any other form or kind of entity.

"Point of Interface" "Point of Interconnection" or "POI" is a physical demarcation between the networks of two LECs (including a LEC and a WSP). The POI is that point where the exchange of traffic takes place. "Point of Presence" or "POP" means the Point of Presence of an IXC.

"Port" is an action relating to porting a telephone number from one central office switch to another central office switch using Local Number Portability.

"Premises" refers to CenturyLink QC's Central Offices and Serving Wire Centers; all buildings or similar structures owned, leased, or otherwise controlled by CenturyLink QC that house its network facilities; all structures that house CenturyLink QC facilities on public rights-of-way; and all land owned, leased, or otherwise controlled by CenturyLink QC that is adjacent to these Central Offices, Wire Centers, buildings and structures.

"Product Catalog" or "PCAT" is a CenturyLink QC document that provides information needed to request services available under this Agreement. The PCAT is available on CenturyLink QC's web site: <http://www.qwest.com/wholesale/pcat/wirelesstype2.html>

"Provisioning" involves the exchange of information between Telecommunications Carriers where one executes a request for a set of products and services from the other with attendant acknowledgments and status reports.

"Public Safety Answering Point" or "PSAP" is the public safety communications center where 911/E911 calls for a specific geographic area are answered.

"Public Switched Network" includes all Switches and transmission facilities, whether by wire or radio, provided by any Common Carrier including LECs, IXCs and CMRS providers that use the NANP in connection with the provision of switched services.

"Rate Center" identifies 1) the specific geographic point identified by specific vertical and horizontal (V&H) coordinates, which are used to measure distance sensitive End User Customer traffic to/from the particular NPA-NXX designations with the specific Rate Center, and 2) the corresponding geographic area which is associated with one or more particular NPA-NNX codes which have been assigned to a LEC for its provision of Telephone Exchange Service.

"Roamers" are end users of other wireless carriers that use the Viaero Wireless network pursuant to roaming agreements between such other wireless carriers and Viaero Wireless. Roamers on the Viaero Wireless network in Nebraska will be treated similar to Viaero Wireless's End Users.

"Roaming" is defined as a Telecommunications Service occurring when the End User Customer of one CMRS provider utilizes the facilities of another CMRS provider. Most often, Roaming occurs when the End User Customer is physically located outside the service area of his or her service provider.

"Service Control Point" or "SCP" means a node in the CCS network to which information requests for service handling, such as routing, are directed and processed. The SCP is a real time database system that, based on a query from a Service Switching Point (SSP), performs End User Customer or application-specific service logic and then sends instructions back to the SSP on how to continue call processing.

"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 SSPs and sending a query to an SCP for instructions on call routing. SSPs are interconnected by SS7 links.

"Serving Wire Center" denotes the CenturyLink QC building from which dial tone for local Exchange Service would normally be provided to a particular End User Customer Premises.

"Signaling System 7" or "SS7" is an out-of-band signaling protocol consisting of four basic sub-protocols:

- 1) Message Transfer Part (MTP), which provides functions for basic routing of signaling messages between signaling points;
- 2) Signaling Connection Control Part (SCCP), which provides additional routing and management functions for transfer of messages other than call setup between signaling points;
- 3) Integrated Services Digital Network User Part (ISUP), which provides for transfer of call setup signaling information between signaling points; and

- 4) Transaction Capabilities Application Part (TCAP), which provides for transfer of non-circuit related information between signaling points.

Single Point of Presence or "SPOP" is a Type 2 Interconnection trunking option that allows Viaero Wireless to establish one physical point of presence in the LATA in CenturyLink QC's territory. CenturyLink QC and Viaero Wireless may then exchange traffic at the Viaero Wireless's SPOP.

"Switch" means a switching device employed by a Carrier within the Public Switched Network. Switch includes but is not limited to End Office Switches, Tandem Switches, Access Tandem Switches, Remote Switching Modules, and Packet Switches. Switches may be employed as a combination of End Office/Tandem Switches.

"Switched Access Service" means the offering of transmission and switching services to Interexchange Carriers for the purpose of the origination or termination of telephone toll service. 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.

"Tariff" as used throughout this Agreement refers to CenturyLink QC interstate Tariffs and state Tariffs, price lists and price schedules.

"Technically Feasible" Interconnection, Collocation, and other methods of achieving Interconnection at a point in the network shall be deemed Technically Feasible absent technical or operational concerns that prevent the fulfillment of a request by a Telecommunications Carrier for such Interconnection, access, or methods. A determination of technical feasibility does not include consideration of economic, accounting, Billing, space, or site concerns, except that space and site concerns may be considered in circumstances where there is no possibility of expanding the space available. The fact that an incumbent LEC must modify its facilities or equipment to respond to such request does not determine whether satisfying such request is Technically Feasible. An incumbent LEC that claims that it cannot satisfy such request because of adverse network reliability impacts must prove to the Commission by clear and convincing evidence that such Interconnection, access, or methods would result in specific and significant adverse network reliability impacts.

"Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

"Telecommunications Carrier" means any provider of Telecommunications Services, except that such term does not include aggregators of Telecommunications Services (as defined in Section 226 of the Act). A Telecommunications Carrier shall be treated as a Common Carrier under the Act only to the extent that it is engaged in providing Telecommunications Services, except that the Federal Communications Commission shall determine whether the provision of fixed and mobile satellite service shall be treated as common carriage.

"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.

"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 End User Customers intercommunicating service of the character ordinarily furnished by a single exchange, and which is covered by the Exchange Service charge, or comparable service provided through a system of Switches, transmission equipment or other facilities (or combinations thereof) by which a subscriber can originate and terminate a Telecommunications Service.

"Toll Free Service" means service provided with any dialing sequence that invokes Toll Free, i.e., 800-like, service processing. Toll Free Service currently includes calls to the Toll Free Service 800/888/877/866 NPA SAC codes.

"Transit Traffic" is any traffic that originates from one (1) Telecommunications Carrier's network and/or its end user(s), transits another Telecommunications Carrier's network and terminates to yet another Telecommunications Carrier's network and/or its end user(s).

"Trouble Isolation Charge" – see "Maintenance of Service."

"Trunk Group Servicing Request "TGSR" is the notification the CenturyLink QC Trunk Forecasting Group sends to the Service Delivery Center to advise of blocking conditions on Carrier trunk groups.

"Waste" means all hazardous and non-hazardous substances and materials which are intended to be discarded, scrapped or recycled, associated with activities Viaero Wireless or CenturyLink QC or their respective contractors or agents perform at Work Locations. It shall be presumed that all substances or materials associated with such activities, that are not in use or incorporated into structures (including without limitation damaged components or tools, leftovers, containers, garbage, scrap, residues or by-products), except for substances and materials that Viaero Wireless, CenturyLink QC or their respective contractors or agents intend to use in their original form in connection with similar activities, are Waste. Waste shall not include substances, materials or components incorporated into structures (such as cable routes) even after such components or structures are no longer in current use.

"Wire Center" means the location of a CenturyLink QC local switching facility containing one or more Central Offices, as defined in the Appendix to Part 36, Chapter 1 of Title 47 of the Code of Federal Regulations. Wire Center boundaries define the area in which all End User Customers served by a given Wire Center are located. "Wireless" for the purposes of this Agreement, are Telecommunications Services provided by a 2-way CMRS Carrier in accordance with its CMRS license(s). This includes both cellular and personal communications service providers.

"Wireless Interconnection Service" or ("WIS") is the CenturyLink QC product name for Interconnection as described in Section 6 of this Agreement.

"Wireless Interconnection Service (WIS) Entrance Facility" is a DS1 or DS3 facility that extends from Viaero Wireless's Switch location or Point of Interconnection (POI) to the CenturyLink QC Serving Wire Center. An Entrance Facility may not extend beyond the area served by the CenturyLink QC Serving Wire Center.

"Wireless Service Provider" or "WSP" for purposes of this Agreement is a 2-way CMRS provider of Telecommunication Services

"Wireless Switched Access Traffic" is traffic that originates at one of Viaero Wireless's End User

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Definitions

Customers and terminates at an IXC Point of Presence, or originates at an IXC Point of Presence and terminates at one of Viaero Wireless's End User Customers, when the traffic transits the CenturyLink QC network. See Section 6.5.

"Wireline" are Telecommunications Services provided by CenturyLink QC or other non-CMRS Telecommunications Carriers. These services are provided via a fixed landline network where the End User Customers are stationary.

"Work Locations" means any real estate that Viaero Wireless or CenturyLink QC, as appropriate, owns, leases or licenses, or in which it holds easements or other rights to use, or does use, in connection with this Agreement.

Terms not otherwise defined here but defined in the Act and the orders and the rules implementing the Act, shall have the meaning defined there. The definition of terms that are included here and are also defined in the Act, or its implementing orders or rules, are intended to include the definition as set forth in the Act and the rules implementing the Act.

## SECTION 5.0 - TERMS AND CONDITIONS

### 5.1 General Provisions

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5.1.2 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.

5.1.3 Neither Party shall use any service related to or use any of the services provided in this Agreement in any manner that interferes with other Persons in the use of their service, prevents other Persons from using their service, or otherwise impairs the quality of service to other Carriers or to either Party's End User Customers. In addition, neither Party's provision of or use of services shall interfere with the services related to or provided under this Agreement.

5.1.3.1 If such impairment is material and poses an immediate threat to the safety of either Party's employees, Customers or the public or poses an immediate threat of a service interruption, that Party shall provide immediate notice by email to the other Party's designated representative(s) for the purposes of receiving such notification. Such notice shall include 1) identification of the impairment (including the basis for identifying the other Party's facilities as the cause of the impairment), 2) date and location of the impairment, and 3) the proposed remedy for such impairment for any affected service. Either Party may discontinue the specific service that violates the provision or refuse to provide the same type of service if it reasonably appears that the particular service would cause similar harm, until the violation of this provision has been corrected to the reasonable satisfaction of that Party and the service shall be reinstituted as soon as reasonably possible. The Parties shall work cooperatively and in good faith to resolve their differences. In the event either Party disputes any action that the other Party seeks to take or has taken pursuant to this provision, that Party may pursue immediate resolution by expedited or other Dispute Resolution.

5.1.3.2 If the impairment is service impacting but does not meet the parameters set forth in Section 5.1.3.1, such as low level noise or other interference, the other Party shall provide written notice within five (5) Days of such impairment to the other Party and such notice shall include the information set forth in subsection 5.1.3.1. The Parties shall work cooperatively and in good faith to resolve their differences. If the impairment has not been corrected or cannot be corrected within five (5) business days of receipt of the notice of non-compliance, the other Party may pursue immediate resolution by expedited or other Dispute Resolution.

5.1.3.3 If either Party causes non-service impacting impairment the other Party shall provide written notice within fifteen (15) Days of the impairment to the other Party and such notice shall include the information set forth in subsection 5.1.3.1. The Parties shall work cooperatively and in good faith to resolve their differences. If either Party fails to correct any such impairment within fifteen (15) Days of written notice, or if such non-compliance cannot be corrected within fifteen (15) Days of written notice of non-compliance, and if the impairing Party fails to take all appropriate steps to correct as soon as reasonably possible, the other Party may pursue immediate resolution by

expedited or other Dispute Resolution.

5.1.3.4 It is the responsibility of either Party to inform its End User Customers of service impacting impairment that may result in discontinuance of service as soon as the Party receives notice of same.

5.1.4 Each Party is solely responsible for the services it provides to its End User Customers and to other Telecommunications Carriers. This provision is not intended to limit the liability of either Party for its failure to perform under this Agreement.

5.1.5 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.

5.1.6 Nothing in this Agreement shall prevent either Party from seeking to recover the costs and expenses, if any, it may incur in (a) complying with and implementing its obligations under this Agreement, the Act, and the rules, regulations and orders of the FCC and the Commission, and (b) the development, modification, technical installation and maintenance of any systems or other infrastructure which it requires to comply with and to continue complying with its responsibilities and obligations under this Agreement. Notwithstanding the foregoing, CenturyLink QC shall not assess any charges against Viaero Wireless for services, facilities, Ancillary service and other related works or services covered by this Agreement, unless the charges are expressly provided for in this Agreement. All services and capabilities currently provided hereunder, to be provided hereunder, shall be priced in accordance with all applicable provisions of the Act and the rules and order of the Federal Communications Commission and orders of the Commission.

## 5.2 Term of Agreement

5.2.1 This Agreement shall become effective the date of Commission Approval ("Effective Date"); however, the Parties may agree to implement the provisions of this Agreement upon execution. This Agreement shall be binding upon the Parties for a term of three (3) years upon Commission approval and shall expire three years from the Effective Date unless the Parties mutually agree to any earlier termination.

5.2.2 Upon expiration of the term of this Agreement, this Agreement shall continue in full force and effect until superseded by a successor agreement in accordance with this Section 5.2.2. Either Party may request negotiation of a successor agreement by providing written notice to the other Party no earlier than one hundred sixty (160) Days prior to the expiration of the initial term or anytime thereafter. Upon receipt of a Party's negotiation request, the Parties shall commence good faith negotiations for a successor agreement following the statutory timeframes established in the Act under Section 252(b).

5.2.3 While the Parties are in negotiations, or have filed for arbitration with the Commission, both Parties shall continue to offer services to the other Party pursuant to the rates, terms and conditions set forth in this Agreement until a successor agreement becomes effective between the Parties.

5.2.4 If the statutory clock established in the Act under Section 252(b) expires and no

successor agreement has been executed; and the Parties have not filed for arbitration with the Commission, this Agreement will terminate. After such termination, the Parties' liability for termination of this Agreement shall be limited to obligations under Section 5.17.

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## 5.4 Payment

5.4.1 Amounts payable under this Agreement are due and payable within thirty (30) Days after the date of invoice (Payment Due Date). If a Payment Due Date falls on a Sunday, or on a holiday which is observed on a Monday, the payment date shall be the first non-holiday day following such Sunday or holiday. If a Payment Due Date falls on a Saturday or on a holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment date shall be the last non-holiday day preceding such Saturday or holiday. For invoices distributed electronically, the date of invoice is the same as if the invoice were billed on paper, not the date the electronic delivery occurs. If either Party fails to make payment on or before the Payment Due Date, the other Party may invoke all available rights and remedies.

5.4.2 One Party may discontinue processing orders for the failure of the other Party to make full payment for the services, less any good faith disputed amount as provided for in Section 5.4.4 of this Agreement, for the services provided under this Agreement thirty (30) Days following the payment due date provided the Billing Party has notified the other Party in writing at least ten (10) business days prior to discontinuing the processing of orders for services. If the Billing Party does not refuse to accept additional orders for the services on the date specified in the ten (10) business days' notice, and the other Party's non-compliance continues, nothing contained herein shall preclude the Billing Party's right to refuse to accept additional orders for the services from the non-complying Party without further notice. For order processing to resume, the billed Party will be required to make full payment of all charges for the services not disputed in good faith under this Agreement. Additionally, the Billing Party may require a deposit (or additional deposit) from the billed Party, pursuant to this section. In addition to other remedies that may be available at law or equity, the billed Party reserves the right to seek equitable relief, including injunctive relief and specific performance.

5.4.3 The Billing Party may disconnect relevant services for failure by the billed Party to make full payment, less any good faith disputed amount as provided for in Section 5.4.4 of this Agreement, for the services provided under this Agreement sixty (60) Days following the payment due date. The Billing Party will notify the billed Party in writing at least ten (10) business days prior to disconnection of the service(s). In case of such disconnection, all applicable undisputed charges, including termination charges, shall become due. If the Billing Party does not disconnect the billed Party's service(s) on the date specified in the ten (10) business days notice, and the billed Party's noncompliance continues, nothing contained herein shall preclude the Billing Party's right to disconnect services of the non-complying Party without further notice. For reconnection of the services to occur, the billed Party will be required to make full payment of all past and current undisputed charges under this Agreement for the services. Additionally, the Billing Party may request a deposit (or recalculate the deposit) as specified in Section 5.4.5 and 5.4.7 from the billed Party, pursuant to this Section. The billed Party will pay the applicable reconnect charge set forth in Exhibit A required to reconnect each service disconnected pursuant to this paragraph. In addition to other remedies that may be available at law or equity, each Party reserves the right to seek equitable relief, including injunctive relief and specific performance.

5.4.4 Should Viaero Wireless or CenturyLink QC dispute, in good faith, any portion of the charges under this Agreement, the Parties will notify each other in writing within fifteen (15) Days following the payment due date identifying the amount, reason and rationale of such dispute. At a minimum, Viaero Wireless and CenturyLink QC shall pay all undisputed amounts due. Both Viaero Wireless and CenturyLink QC agree to expedite the investigation of any disputed amounts, promptly provide reasonably requested documentation regarding the amount disputed, and work in good faith in an effort to resolve and settle the dispute through informal means prior to invoking any other rights or remedies.

5.4.4.1 If a Party disputes charges and does not pay such charges by the payment due date, such charges may be subject to late payment charges. If the disputed charges have been withheld and the dispute is resolved in favor of the Billing Party, the withholding Party shall pay the disputed amount and applicable late payment charges no later than the next Bill Date following the resolution. If the disputed charges have been withheld and the dispute is resolved in favor of the disputing Party, the Billing Party shall credit the bill of the disputing Party for the amount of the disputed charges and any late payment charges that have been assessed no later than the second Bill Date after the resolution of the dispute.

5.4.4.2 If a Party pays the disputed charges and the dispute is resolved in favor of the Billing Party, no further action is required. If a Party pays the disputed charges at the time of payment or at any time thereafter pursuant to Section 5.4.4.3, and the dispute is resolved in favor of the disputing Party, the Billing Party will adjust the Billing, within two (2) Billing cycles, after the resolution of the dispute, as follows:

- (1) The Billing Party will credit the Billed Party's bill for the disputed amount and any associated interest; or
- (2) If the disputed amount is greater than the bill to be credited, pay the remaining amount to the Billed Party.
- (3) The interest calculated on the disputed amounts will be the same rate as late payment charges. In no event, however, will any late payment charges be assessed on any previously assessed late payment charges.

5.4.4.3 If the Billed Party fails to dispute a rate or charge within sixty (60) Days following the invoice date on which the rate or charge appeared, adjustment will be made on a going-forward basis only, beginning with the date of the dispute.

5.4.5 A material adverse change means Viaero Wireless is repeatedly delinquent in making its payments, or is being reconnected after a disconnection of Service or discontinuance of the processing of orders by CenturyLink QC due to a previous failure to pay undisputed charges in a timely manner. CenturyLink QC may require a deposit to be held as security for the payment of charges before the orders from Viaero Wireless will be provisioned and completed or before reconnection of Service. "Repeatedly delinquent" means any payment of a material amount of total monthly Billing under the Agreement received after the Payment Due Date, three (3) or more times during the last twelve (12) month period. The deposit may not exceed the estimated total monthly charges for a two (2) month period based upon recent Billing. The deposit may be adjusted by Viaero Wireless's actual monthly average charges, payment history under this Agreement, or other relevant factors, but in no event will the security deposit exceed five million dollars (\$5,000,000.00). The deposit may be an irrevocable bank

letter of credit, a letter of credit with terms and conditions acceptable to CenturyLink QC, or some other form of mutually acceptable security such as a cash deposit. Required deposits are due and payable within thirty (30) Days after demand and non-payment is subject to Sections 5.4.2 and 5.4.3 of this Agreement.

5.4.6 Interest will be paid on cash deposits at the rate applying to deposits under applicable Commission regulations. Cash deposits and accrued interest will be credited to the Viaero Wireless's account or refunded, as appropriate, upon the earlier of the expiration of the term of the Agreement or the establishment of satisfactory credit with CenturyLink QC, which will generally be one full year of timely payments of undisputed amounts in full by Viaero Wireless. Upon a material change in financial standing, including factors referenced in Section 5.4.5 above, Viaero Wireless may request and CenturyLink QC will consider a recalculation of the deposit. The fact that a deposit has been made does not relieve Viaero Wireless from any requirements of this Agreement.

5.4.7 CenturyLink QC may review Viaero Wireless's credit standing and modify the amount of deposit required but in no event will the maximum amount exceed the amount stated in 5.4.5 or another amount, if approved by the Commission.

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

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

5.4.10 Viaero Wireless must not remit payment for the Services with funds obtained through the American Recovery and Reinvestment Act (or ARRA) or other similar stimulus grants or loans that would obligate CenturyLink QC to provide certain information or perform certain functions unless those functions and obligations are specifically agreed to by the Parties in this Agreement or in an amendment to this Agreement.

5.4.11 No Party shall bill the other Party for traffic or services that is older than ninety days.

## **5.5 Taxes**

5.5.1 Any federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under Applicable Law, even if the obligation to collect and remit such taxes is placed upon the other Party. However, where the selling Party is permitted by law to collect such taxes, fees or surcharges, from the purchasing Party, such taxes, fees or surcharges shall be borne by the Party purchasing the services. Each Party is responsible for any tax on its corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Until such time as a resale tax

exemption certificate is provided, no exemptions will be applied. If either Party (the Contesting Party) contests the application of any tax collected by the other Party (the Collecting Party), the Collecting Party shall reasonably cooperate in good faith with the Contesting Party's challenge, provided that the Contesting Party pays any costs incurred by the Collecting Party. The Contesting Party is entitled to the benefit of any refund or recovery resulting from the contest, provided that the Contesting Party is liable for and has paid the tax contested.

## 5.6 Insurance

5.6.1 Each Party shall at all times during the term of this Agreement, at its own cost and expense, carry and maintain the insurance coverage listed below with insurers having a "Best's" rating of A-VII with respect to liability arising from that Party's operations for which that Party has assumed legal responsibility in this Agreement. If either Party or its parent company has assets equal to or exceeding ten billion dollars (\$10,000,000,000), that Party may utilize an Affiliate captive insurance company in lieu of a "Best's" rated insurer. To the extent that the parent company of a Party is relied upon to meet the ten billion dollar (\$10,000,000,000) asset threshold, such parent shall be responsible for the insurance obligations contained in this Section 5.6.1, to the extent its affiliated Party fails to meet such obligations.

5.6.1.1 Workers' Compensation with statutory limits as required in the state of operation and Employers' Liability insurance with limits of not less than one hundred thousand dollars (\$100,000) each accident.

5.6.1.2 Commercial General Liability insurance covering claims for bodily injury, death, personal injury or property damage occurring or arising out of the use or occupancy of the premises, including coverage for independent contractor's protection (required if any work will be subcontracted), premises-operations, products and/or completed operations and contractual liability with respect to the liability assumed by each Party hereunder. The limits of insurance shall not be less than one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate limit.

5.6.1.3 Business automobile liability insurance covering the ownership, operation and maintenance of all owned, non-owned and hired motor vehicles with limits of not less than one million dollars (\$1,000,000) per occurrence for bodily injury and property damage.

5.6.1.4 Umbrella/Excess Liability insurance in an amount of ten million dollars (\$10,000,000) excess of Commercial General Liability insurance specified above. These limits may be obtained through any combination of primary and excess or umbrella liability insurance so long as the total limit is eleven million dollars (\$11,000,000).

5.6.1.5 "All Risk" Property coverage on a full replacement cost basis insuring all of Viaero Wireless personal property situated on or within the Premises or Remote Premises.

5.6.2 Each Party will initially provide certificate(s) of insurance evidencing coverage, and thereafter will provide such certificates upon request. Such certificates shall (1) name the other Party as an additional insured under commercial general liability coverage; (2) provide thirty (30) Days prior written notice of cancellation of the policy(s) to which certificate(s) relate;

(3) indicate that coverage is primary and not excess of, or contributory with, any other valid and collectible insurance purchased by the other Party; and (4) acknowledge severability of interest/cross liability coverage.

## **5.7 Force Majeure**

5.7.1 Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, power blackouts, volcanic action, other major environmental disturbances, or unusually severe weather conditions (collectively, a Force Majeure Event). Inability to secure products or services of other Persons or transportation facilities or acts or omissions of transportation carriers shall be considered Force Majeure Events to the extent any delay or failure in performance caused by these circumstances is beyond the Party's control and without that Party's fault or negligence. The Party affected by a Force Majeure Event shall give prompt notice to the other Party, shall be excused from performance of its obligations hereunder on a day to day basis to the extent those obligations are prevented by the Force Majeure Event, and shall use reasonable efforts to remove or mitigate the Force Majeure Event. In the event of a labor dispute or strike the Parties agree to provide service to each other at a level equivalent to the level they provide themselves.

## **5.8 Limitation of Liability**

5.8.1 Each Party's liability to the other Party for any loss relating to or arising out of any act or omission in its performance under this Agreement, whether in contract, warranty, strict liability, or tort, including (without limitation) negligence of any kind, shall be limited to the total amount that is or would have been charged to the other Party by such breaching Party for the service(s) or function(s) not performed or improperly performed. Each Party's liability to the other Party for any other losses shall be limited to the total amounts charged to Viaero Wireless under this Agreement during the contract year in which the cause accrues or arises.

5.8.2 Neither Party shall be liable to the other for indirect, incidental, consequential, or special damages, including (without limitation) damages for lost profits, lost revenues, lost savings suffered by the other Party regardless of the form of action, whether in contract, warranty, strict liability, tort, including (without limitation) negligence of any kind and regardless of whether the Parties know the possibility that such damages could result.

5.8.3 Intentionally Left Blank.

5.8.4 Nothing contained in this Section shall limit either Party's liability to the other for (i) willful or intentional misconduct or (ii) damage to tangible real or personal property proximately caused solely by such Party's negligent act or omission or that of their respective agents, subcontractors, or employees.

5.8.5 Nothing contained in this Section 5.8 shall limit either Party's obligations of indemnification specified in this Agreement, nor shall this Section 5.8 limit a Party's liability for failing to make any payment due under this Agreement.

## 5.9 Indemnity

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

5.9.1.1 Each of the Parties agrees to release, indemnify, defend and hold harmless the other Party and each of its officers, directors, employees and agents (each an Indemnitee) from and against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or unknown, liquidated or unliquidated, including, but not limited to, reasonable costs and expenses (including reasonable attorneys' fees), whether suffered, made, instituted, or asserted by any Person or entity, whether or not owned by others, resulting from the Indemnifying Party's breach of or failure to perform a material obligation under this Agreement, regardless of the form of action, whether in contract, warranty, strict liability, or tort, including (without limitation) negligence of any kind.

5.9.1.2 In the case of claims or loss alleged or incurred by an End User Customer of either Party arising out of or in connection with services provided to the End User Customer by the Party, the Party whose End User Customer alleged or incurred such claims or loss (the Indemnifying Party) shall defend and indemnify the other Party and each of its officers, directors, employees and agents (collectively the Indemnified Party) against any and all such claims or loss by the Indemnifying Party's, End User Customers regardless of whether the underlying service was provided by the Indemnified Party, unless the loss was caused by the willful misconduct of the Indemnified Party. The obligation to indemnify with respect to claims of the Indemnifying Party's End User Customers shall not extend to any claims for physical bodily injury or death of any Person or persons, or for loss, damage to, or destruction of tangible property, whether or not owned by others, alleged to have resulted directly from the negligence or intentional conduct of the employees, contractors, agents, or other representatives of the Indemnified Party.

5.9.2 The indemnification provided herein shall be conditioned upon:

5.9.2.1 The Indemnified Party shall promptly notify the Indemnifying Party of any action taken against the Indemnified Party relating to the indemnification. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such claim.

5.9.2.2 If the Indemnifying Party wishes to defend against such action, it shall give written notice to the Indemnified Party of acceptance of the defense of such action. In such event, the Indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the Indemnified Party may engage separate legal counsel only at its sole cost and expense. In the event that the Indemnifying Party does not accept the defense of the action, the Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate with the other Party in the defense of any such action and the relevant records of each Party shall be available to the other Party with respect to any such defense.

5.9.2.3 In no event shall the Indemnifying Party settle or consent to any judgment pertaining to any such action without the prior written consent of the Indemnified Party. In the event the Indemnified Party withholds consent, the Indemnified Party may, at its cost, take over such defense, provided that, in such event, the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the relevant Indemnified Party against, any cost or liability in excess of such refused compromise or settlement.

## 5.10 Intellectual Property

5.10.1 Except for a license to use any facilities or equipment (including software) solely for the purposes of this Agreement or to receive any service solely (a) as provided in this Agreement or (b) as specifically required by the then-applicable federal and state rules and regulations relating to Interconnection and access to Telecommunications facilities and services, nothing contained within this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, trade name trade mark, service mark, trade secret, or other proprietary interest or intellectual property, now or hereafter owned, controlled or licensable by either Party. Nothing in this Agreement shall be construed as the grant to the other Party of any rights or licenses to trade or service marks.

5.10.2 Subject to Section 5.9.2, each Party (the Indemnifying Party) shall indemnify and hold the other Party (the Indemnified Party) harmless from and against any loss, cost, expense or liability arising out of a claim that the use of facilities of the Indemnifying Party or services provided by the Indemnifying Party provided or used pursuant to the terms of this Agreement misappropriates or otherwise violates the intellectual property rights of any third party. In addition to being subject to the provisions of Section 5.9.2, the obligation for indemnification recited in this paragraph shall not extend to infringement which results from (a) any combination of the facilities or services of the Indemnifying Party with facilities or services of any other Person (including the Indemnified Party but excluding the Indemnifying Party and any of its Affiliates), which combination is not made by or at the direction of the Indemnifying Party or (b) any modification made to the facilities or services of the Indemnifying Party by, on behalf of or at the request of the Indemnified Party and not required by the Indemnifying Party. In the event of any claim, the Indemnifying Party may, at its sole option (a) obtain the right for the Indemnified Party to continue to use the facility or service; or (b) replace or modify the facility or service to make such facility or service non-infringing. If the Indemnifying Party is not reasonably able to obtain the right for continued use or to replace or modify the facility or service as provided in the preceding sentence and either (a) the facility or service is held to be infringing by a court of competent jurisdiction or (b) the Indemnifying Party reasonably believes that the facility or service will be held to infringe, the Indemnifying Party shall notify the Indemnified Party and the Parties shall negotiate in good faith regarding reasonable modifications to this Agreement necessary to (1) mitigate damage or comply with an injunction which may result from such infringement or (2) allow cessation of further infringement. The Indemnifying Party may request that the Indemnified Party take steps to mitigate damages resulting from the infringement or alleged infringement including, but not limited to, accepting modifications to the facilities or services, and such request shall not be unreasonably denied.

5.10.3 To the extent required under applicable federal and state law, CenturyLink QC shall use its best efforts to obtain, from its vendors who have licensed intellectual property rights to CenturyLink QC in connection with facilities and services provided hereunder, licenses under such intellectual property rights as necessary for Viaero Wireless to use such facilities and services as contemplated hereunder and at least in the same manner used by CenturyLink QC

for the facilities and services provided hereunder. CenturyLink QC shall notify Viaero Wireless immediately in the event that CenturyLink QC believes it has used its best efforts to obtain such rights, but has been unsuccessful in obtaining such rights.

5.10.3.1 CenturyLink QC covenants that it will not enter into any licensing agreements with respect to any CenturyLink QC facilities, equipment or services, including software, that contain provisions that would disqualify Viaero Wireless from using or interconnecting with such facilities, equipment or services, including software, pursuant to the terms of this Agreement. CenturyLink QC warrants and further covenants that it has not and will not knowingly modify any existing license agreements for any network facilities, equipment or services, including software, in whole or in part for the purpose of disqualifying Viaero Wireless from using or interconnecting with such facilities, equipment or services, including software, pursuant to the terms of this Agreement. To the extent that providers of facilities, equipment, services or software in CenturyLink QC's network provide CenturyLink QC with indemnities covering intellectual property liabilities and those indemnities allow a flow-through of protection to third parties, CenturyLink QC shall flow those indemnity protections through to Viaero Wireless.

5.10.4 Except as expressly provided in this Intellectual Property Section, nothing in this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, logo, trademark, trade name, trade secret or any other intellectual property right now or hereafter owned, controlled or licensable by either Party. Neither Party may use any patent, copyright, logo, trademark, trade name, trade secret or other intellectual property rights of the other Party or its Affiliates without execution of a separate agreement between the Parties.

5.10.5 Neither Party shall without the express written permission of the other Party, state or imply that: 1) it is connected, or in any way affiliated with the other or its Affiliates; 2) it is part of a joint business association or any similar arrangement with the other or its Affiliates; 3) the other Party and its Affiliates are in any way sponsoring, endorsing or certifying it and its goods and services; or 4) with respect to its marketing, advertising or promotional activities or materials, the goods and services are in any way associated with or originated from the other or any of its Affiliates. Nothing in this paragraph shall prevent either Party from truthfully describing the Network Elements it uses to provide service to its End User Customers, provided it does not represent the Network Elements as originating from the other Party or its Affiliates in any marketing, advertising or promotional activities or materials.

5.10.6 CenturyLink QC and Viaero Wireless each recognize that nothing contained in this Agreement is intended as an assignment or grant to the other of any right, title or interest in or to the trademarks or service marks of the other (the Marks) and that this Agreement does not confer any right or license to grant sublicenses or permission to third parties to use the Marks of the other and is not assignable. Neither Party will do anything inconsistent with the other's ownership of their respective Marks, and all rights, if any, that may be acquired by use of the Marks shall inure to the benefit of their respective Owners. The Parties shall comply with all Applicable Law governing Marks worldwide and neither Party will infringe the Marks of the other.

## 5.11 Warranties

5.11.1 EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THAT ALL PRODUCTS AND SERVICES PROVIDED HEREUNDER ARE PROVIDED "AS IS," WITH ALL FAULTS.

## 5.12 Assignment

5.12.1 Except as provided in this paragraph, neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a non-affiliated third party without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may assign or transfer this Agreement to a corporate Affiliate or an entity under its common control without the consent of the other Party, provided that the performance of this Agreement by any such assignee is guaranteed by the assignor. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

5.12.2 In the event that CenturyLink QC transfers, to any unaffiliated Party, exchanges including End User Customers that Viaero Wireless serves in whole or in part through facilities or services provided by CenturyLink QC under this Agreement, the transferee shall be deemed a successor to CenturyLink QC's responsibilities hereunder for a period of ninety (90) Days from notice to Viaero Wireless of such transfer or until such later time as the Commission may direct pursuant to the Commission's then applicable statutory authority to impose such responsibilities either as a condition of the transfer or under such other state statutory authority as may give it such power. In the event of such a proposed transfer, CenturyLink QC shall use its best efforts to facilitate discussions between Viaero Wireless and the Transferee with respect to Transferee's assumption of CenturyLink QC's obligations pursuant to the terms of this Agreement.

5.12.3 Nothing in this section is intended to restrict Viaero Wireless's rights to opt into a Wireless Interconnection Agreement under § 252(i) of the Act and 47 C.F.R. § 51.809.

## 5.13 Default

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

## **5.14 Disclaimer of Agency**

5.14.1 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.

## **5.15 Severability**

5.15.1 In the event that any one or more of the provisions contained herein shall for any reason be held to be unenforceable or invalid in any respect under law or regulation, the Parties will negotiate in good faith for replacement language as set forth herein. If any part of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will affect only the portion of this Agreement, which is invalid or unenforceable. In all other respects, this Agreement will stand as if such invalid or unenforceable provision had not been a part hereof, and the remainder of this Agreement shall remain in full force and effect.

## **5.16 Nondisclosure**

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

5.16.2 Upon request by the disclosing Party, the receiving Party shall return all tangible copies of Confidential Information, whether written, graphic or otherwise, except that the receiving Party may retain one copy for archival purposes.

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

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

5.16.4 Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Confidential Information as:

- a) was at the time of receipt already known to the receiving Party free of any obligation to keep it confidential evidenced by written records prepared prior to delivery by the disclosing Party; or
- b) is or becomes publicly known through no wrongful act of the receiving Party; or
- c) is rightfully received from a third Person having no direct or indirect secrecy or confidentiality obligation to the disclosing Party with respect to such information; or
- d) is independently developed by an employee, agent, or contractor of the receiving Party which individual is not involved in any manner with the provision of services pursuant to the Agreement and does not have any direct or indirect access to the Confidential Information; or
- e) is disclosed to a third Person by the disclosing Party without similar restrictions on such third Person's rights; or
- f) is approved for release by written authorization of the disclosing Party; or
- g) is required to be disclosed by the receiving Party pursuant to Applicable Law or regulation provided that the receiving Party shall give sufficient notice of the requirement to the disclosing Party to enable the disclosing Party to seek protective orders.

5.16.5 Nothing herein is intended to prohibit a Party from supplying factual information about its network and Telecommunications Services on or connected to its network to regulatory agencies including the Federal Communications Commission and the Commission so long as any confidential obligation is protected. In addition either Party shall have the right to disclose Confidential Information to any mediator, arbitrator, state or federal regulatory body, the Department of Justice or any court in the conduct of any proceeding arising under or relating in any way to this Agreement or the conduct of either Party in connection with this Agreement, including without limitation the approval of this Agreement, or in any proceedings concerning the provision of InterLATA services by CenturyLink QC that are or may be required by the Act. The Parties agree to cooperate with each other in order to seek appropriate protection or treatment of such Confidential Information pursuant to an appropriate protective order in any such proceeding.

5.16.6 Effective Date of this Section. Notwithstanding any other provision of this Agreement, the Confidential Information provisions of this Agreement shall apply to all information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the Effective Date.

5.16.7 Each Party agrees that the disclosing Party could be irreparably injured by a breach of the confidentiality obligations of this Agreement by the receiving Party or its representatives and that the disclosing Party shall be entitled to seek equitable relief, including injunctive relief and specific performance in the event of any breach of the confidentiality provisions of this Agreement. Such remedies shall not be deemed to be the exclusive remedies for a breach of the confidentiality provisions of this Agreement, but shall be in addition to all other remedies available at law or in equity.

5.16.8 Nothing herein should be construed as limiting either Party's rights with respect to its own Confidential Information or its obligations with respect to the other Party's Confidential Information under Section 222 of the Act.

5.16.9 Forecasts provided by either Party to the other Party shall be deemed Confidential Information and the Parties may not distribute, disclose or reveal, in any form, this material other than as allowed and described in subsections 5.16.9.1 and 5.16.9.2.

5.16.9.1 The Parties may disclose, on a need to know basis only, Viaero Wireless individual forecasts and forecasting information disclosed by CenturyLink QC, to CenturyLink QC's legal personnel in connection with their representation of CenturyLink QC in any dispute regarding the quality or timeliness of the forecast as it relates to any reason for which Viaero Wireless provided it to CenturyLink QC under this Agreement, as well as to Viaero Wireless's wholesale account managers, wholesale WIS and Collocation product managers, network and growth planning personnel responsible for preparing or responding to such forecasts or forecasting information. In no case shall retail marketing, sales or strategic planning have access to this forecasting information. The Parties will inform all of the aforementioned personnel with access to such Confidential Information, of its confidential nature and will require personnel to execute a nondisclosure agreement which states that, upon threat of termination, the aforementioned personnel may not reveal or discuss such information with those not authorized to receive it except as specifically authorized by law. Violations of these requirements shall subject the personnel to disciplinary action up to and including termination of employment.

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

5.16.9.2 The Parties shall maintain confidential forecasting information in secure files and locations such that access to the forecasts is limited to the personnel designated in subsection

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

## **5.17 Survival**

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

## **5.18 Dispute Resolution**

5.18.1 The Parties will attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of, or relating to, this Agreement. Either Party may give written notice to the other Party of any dispute not resolved in the normal course of business. Each Party will within fifteen (15) Days after delivery of the written notice of dispute, designate a knowledgeable, responsible and authorized employee or a representative with authority to make commitments to review, meet, and negotiate, in good faith, to resolve the dispute. The Parties intend that these negotiations be conducted by non-lawyer, business representatives, and the locations, format, frequency, duration, and conclusions of these discussions will be at the discretion of the representatives. By mutual agreement, the representatives may use other procedures to assist in these negotiations. The discussions and correspondence among the representatives for the purposes of these negotiations will be treated as Confidential Information developed for purposes of settlement, and will be exempt from discovery and production, and not be admissible in any subsequent proceedings without the concurrence of both Parties.

5.18.2 If the designated representatives have not reached a resolution of the dispute within thirty (30) Days after the written notice (or such longer period as agreed to in writing by the Parties), then either Party may commence a civil action or regulatory proceeding, as applicable Unless the action falls within the exclusive jurisdiction of the Federal Communications Commission or the state Public Utilities Commission, any action will be brought in the United States District Court for the District of Colorado if it has subject matter jurisdiction over the action, and shall otherwise be brought in the Denver District Court for the State of Colorado.

5.18.3 Waiver of Jury Trial and Class Action. Each Party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a trial by jury and any right to pursue any claim or action arising out of or relating to this Agreement on a class or consolidated basis or in a representative capacity.

5.18.4 No cause of action, including disputes raised pursuant to Section 5.4.4, regardless of the form, arising out of or relating to this Agreement, may be brought by either Party more than two (2) years after the cause of action arises.

5.18.5 The Parties shall continue providing services to each other during the pendency of any dispute resolution procedure, and the Parties shall continue to perform their payment obligations including making payments in accordance with this Agreement.

## **5.19 Controlling Law**

5.19.1 This Agreement is offered by CenturyLink QC and accepted by Viaero Wireless

in accordance with applicable federal law and the state law of Nebraska. It shall be interpreted solely in accordance with applicable federal law and the state law of Nebraska.

## 5.20 Responsibility for Environmental Contamination

5.20.1 Neither Party shall be liable to the other for any costs whatsoever resulting from the presence or release of any Environmental Hazard that either Party did not introduce to the affected Work Location. Both Parties shall defend and hold harmless the other, its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from (i) any Environmental Hazard that the Indemnifying Party, its contractors or agents introduce to the Work Locations or (ii) the presence or release of any Environmental Hazard for which the Indemnifying Party is responsible under Applicable Law.

5.20.2 In the event any suspect materials within CenturyLink QC-owned, operated or leased facilities are identified to be asbestos containing, Viaero Wireless will ensure that to the extent any activities which it undertakes in the facility disturb such suspect materials, such Viaero Wireless activities will be in accordance with applicable local, state and federal environmental and health and safety statutes and regulations. Except for abatement activities undertaken by Viaero Wireless or equipment placement activities that result in the generation of asbestos-containing material, Viaero Wireless does not have any responsibility for managing, nor is it the owner of, nor does it have any liability for, or in connection with, any asbestos-containing material. CenturyLink QC agrees to immediately notify Viaero Wireless if CenturyLink QC undertakes any asbestos control or asbestos abatement activities that potentially could affect Viaero Wireless personnel, equipment or operations, including, but not limited to, contamination of equipment.

## 5.21 Notices

5.21.1 Any notices required by or concerning this Agreement shall be in writing and shall be sufficiently given if delivered personally, delivered by prepaid overnight express service, or sent by certified mail, return receipt requested, or by email where specified in this Agreement to CenturyLink QC and Viaero Wireless at the addresses shown below:

CenturyLink QC  
Director Interconnection Agreements  
930 15th Street 6th Floor  
Denver, CO 80202  
Email: [intagree@qwest.com](mailto:intagree@qwest.com)  
Phone: 303-672-2879

With a copy to:  
CenturyLink QC Law Department  
Associate General Counsel, Interconnection  
1801 California Street, 9th Floor  
Denver, CO 80202  
Email: [Legal.Interconnection@qwest.com](mailto:Legal.Interconnection@qwest.com)  
Phone: 303-308-6553

and to Viaero Wireless at:

NE Colorado Cellular, Inc. dba Viaero Wireless  
Andrew Newell, General Counsel  
1224 W. Platte Ave  
Fort Morgan, CO 80701  
970-467-3145  
[Andrew.newell@viaero.com](mailto:Andrew.newell@viaero.com)

With a Copy to:

NE Colorado Cellular, Inc. dba Viaero Wireless  
Frank DiRico, President & CEO  
1224 W. Platte Ave  
Fort Morgan, CO 80701  
970-768-0000  
[Rosalie.jefferson@viaero.com](mailto:Rosalie.jefferson@viaero.com)

If personal delivery is selected to give notice, a receipt acknowledging such delivery must be obtained. Each Party shall inform the other of any change in the above contact Person and/or address using the method of notice called for in this Section 5.21.

## **5.22 Responsibility of Each Party**

5.22.1 Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of all employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Each Party will be solely responsible for proper handling, storage, transport and disposal at its own expense of all (i) substances or materials that it or its contractors or agents bring to, create or assume control over at Work Locations, and (ii) Waste resulting there from or otherwise generated in connection with its or its contractors' or agents' activities at the Work Locations. Subject to the limitations on liability and except as otherwise provided in this Agreement, each Party shall be responsible for (i) its own acts and performance of all obligations imposed by Applicable Law in connection with its activities, legal status and property, real or personal, and (ii) the acts of its own Affiliates, employees, agents and contractors during the performance of that Party's obligations hereunder.

## **5.23 No Third Party Beneficiaries**

5.23.1 The provisions of this Agreement are for the benefit of the Parties and not for any other Person. This Agreement will not provide any Person not a Party to this Agreement with any remedy, claim, liability, reimbursement, claim of action, or other right in excess of those existing by reference in this Agreement.

## **5.24 Intentionally Left Blank.**

## **5.25 Publicity**

5.25.1 Neither Party shall publish or use any publicity materials with respect to the execution and delivery or existence of this Agreement without the prior written approval of the other Party. Nothing in this section shall limit a Party's ability to issue public statements with respect to regulatory or judicial proceedings.

## **5.26 Executed in Counterparts**

5.26.1 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.

## **5.27 Compliance**

5.27.1 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, CenturyLink QC and Viaero Wireless agree to keep and maintain in full force and effect all permits, licenses, certificates, and other authorities needed to perform their respective obligations hereunder.

## **5.28 Compliance with the Communications Assistance Law Enforcement Act of 1994**

5.28.1 Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with the Communications Assistance Law Enforcement Act of 1994 (CALEA). Each Party shall indemnify and hold the other Party harmless from any and all penalties imposed upon the other Party for such noncompliance and shall at the non-compliant Party's sole cost and expense, modify or replace any equipment, facilities or services provided to the other Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA.

## **5.29 Cooperation**

5.29.1 The Parties agree that this Agreement involves the provision of CenturyLink QC services in ways such services were not previously available and the introduction of new processes and procedures to provide and bill such services. Accordingly, the Parties agree to work jointly and cooperatively in testing and implementing processes for pre-ordering, ordering, maintenance, Provisioning and Billing and in reasonably resolving issues which result from such implementation on a timely basis. Electronic processes and procedures are addressed in Section 12 of this Agreement.

## **5.30 Amendments**

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

5.30.2 Intentionally Left Blank.

5.30.3 The provisions of this Agreement, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Agreement may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

## **5.31 Entire Agreement**

5.31.1 This Agreement (including the documents referred to herein and any amendments to the Agreement) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of this Agreement and supersedes any prior

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understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of this Agreement.

## **SECTION 6.0 - INTERCONNECTION**

### **6.1 Interconnection Facility Options**

6.1.1 This Section describes the Interconnection of CenturyLink QC's network and Viaero Wireless's network for the purpose of exchanging IntraMTA, InterMTA, and Wireless Switched Access Traffic. Intercarrier traffic exchange will be mutual and reciprocal and all traffic exchanged between the Parties must be provisioned pursuant to this Agreement. CenturyLink QC will provide Interconnection at any technically feasible point within CenturyLink QC's network, including but not limited to, (i) the trunk side of a local Switch and (ii) the trunk connection points for a Tandem Office Switch. "Interconnection" is as described in the Act and refers, in this Section of the Agreement, to the connection between networks for the purpose of transmission and routing of IntraMTA traffic. CenturyLink QC's Wireless Interconnection Service is provided for the purpose of connecting End Office Switches to MSCs or MSCs to Local or Access Tandem Switches for the exchange of IntraMTA Traffic; or MSCs to Access Tandem Switches for the exchange of InterMTA or Wireless Switched Access Traffic. CenturyLink QC Tandem to Viaero Wireless Tandem Switch connections will be provided where technically feasible. New or continued CenturyLink QC Local Tandem to CenturyLink QC Access Tandem and CenturyLink QC Access Tandem to CenturyLink QC Access Tandem Switch connections are not required where CenturyLink QC can demonstrate that such connections present a risk of Switch exhaust and that CenturyLink QC does not make similar use of its network to transport the local calls of its own or any Affiliate's End User Customers.

6.1.1.1 CenturyLink QC will provide to Viaero Wireless Interconnection at least equal in quality to that provided to itself, to any subsidiary, Affiliate, or any other party to which it provides Interconnection. Notwithstanding specific language in other sections of this Agreement, all provisions of this Agreement regarding Interconnection are subject to this requirement. CenturyLink QC will provide Interconnection under rates, terms and conditions that are just, reasonable and non-discriminatory.

### **6.1.2 Methods of Interconnection**

6.1.2.1 The Parties will negotiate the facilities arrangement used to interconnect their respective networks. Viaero Wireless shall establish at least one (1) physical Point of Interconnection in CenturyLink QC territory in each LATA where Viaero Wireless has local End User Customers and has an NPA/NXX assigned to a Rate Center within the LATA. The Parties shall establish, through negotiations, at least one (1) of the following Interconnection arrangements, at any technically feasible point: (1) a DS1 or DS3 CenturyLink QC Provided WIS Entrance Facility; (2) Collocation; (3) negotiated Mid-Span Meet POI facilities; or (4) Other technically feasible methods of Interconnection via the Bona Fide Request (BFR) process unless a particular arrangement has been previously provided to a third party, or is offered by CenturyLink QC as a product.

6.1.2.1.1 CenturyLink QC Provided WIS Entrance Facility. Interconnection may be accomplished through the provision of a DS1 or DS3 WIS Entrance Facility of Viaero Wireless's determination. A WIS Entrance Facility extends from the CenturyLink QC Serving Wire Center to Viaero Wireless's Switch location or any Technically Feasible POI chosen by Viaero Wireless. CenturyLink QC-provided WIS Entrance Facilities may not extend beyond the area served by the CenturyLink QC Serving Wire Center. The rates for CenturyLink QC-provided

WIS Entrance Facilities are provided in Exhibit A. CenturyLink QC's private line transport service is available as an alternative to WIS Entrance Facilities, when Viaero Wireless uses such private line transport service for multiple services.

6.1.2.2. Collocation. Interconnection may be accomplished through the Collocation arrangements offered by CenturyLink QC. The terms and conditions under which Collocation will be available are described in Section 7.0 of this Agreement.

6.1.2.3. Mid-Span Meet POI. A Mid-Span Meet POI is a negotiated Point of Interface, limited to the Interconnection of facilities between the CenturyLink QC Serving Wire Center location of the Viaero Wireless Switch or other equipment located within the area served by the CenturyLink QC Serving 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. These Mid Span Meet POIs will consist of facilities used for the exchange of traffic and joint provisioning of Telecommunications Services to End User Customers and other Telecommunications Carriers, as well as Ancillary trunks such as OS, DA, and 911 trunk groups.

6.1.2.4. CenturyLink QC agrees to provide local Interconnection trunk diversity to the same extent it does so in CenturyLink QC's local network.

## **6.2 Exchange of Traffic**

### **6.2.1 Description**

6.2.1.1 Section 6.2 addresses the exchange of traffic between Viaero Wireless's network and CenturyLink QC's network. Intercarrier traffic exchange covered by this Agreement is for Wireless Interconnection for CMRS Carriers only in association with CMRS two-way services. Other Interconnections are covered by a separate agreement or Tariff. Wireless two-way Interconnection is intended for Wireless to Wireline or Wireline to Wireless, but not Wireline to Wireline communications. For purposes of this Agreement, Fixed Wireless used to connect two fixed locations via wireless technology is considered a Wireline architecture. The Wireless Interconnection provided shall not be used to terminate other types of traffic on CenturyLink QC's network, such as Wireline originated traffic. Where either Party interconnects and delivers traffic to the other from third parties, each Party shall bill such third parties the appropriate charges pursuant to its respective Tariffs or contractual offerings for such third party terminations. Unless otherwise agreed to by the Parties, by an amendment to this Agreement, the Parties will directly exchange traffic between their respective networks without the use of third party transit provider.

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

6.2.1.2.1 IntraMTA traffic as defined in this Agreement.

6.2.1.2.2 InterMTA traffic as defined in this Agreement.

6.2.1.2.3 Intentionally Left Blank.

6.2.1.2.4 Wireless Switched Access Traffic as defined in this Agreement.

6.2.1.2.5 For purposes of the Agreement, Transit Traffic does not include traffic carried by Interexchange Carriers. That traffic is defined as CenturyLink QC Wireless Switched Access Traffic which is addressed in Section 6.5. Transit Traffic is provided by CenturyLink QC, as a local and Access Tandem Switch provider to enable the completion of calls originated by or terminated to Viaero Wireless end users or end users of another Telecommunications Carrier which is connected to CenturyLink QC's Switches. The fees associated with Transit Traffic are to be paid to CenturyLink QC by the Telecommunications Carrier originating the Transit Traffic.

6.2.1.2.6 The Parties disagree as to the issue of whether voice traffic over Internet protocol ("VoIP") originated with a VoIP-enabled wireless handset by a Viaero Wireless End User or Roamer on the Viaero Wireless network that is converted by Viaero Wireless to TDM and delivered to CenturyLink QC within the MTA for termination to a CenturyLink QC End User is telecommunications traffic. Both Parties reserve their right to disagree without either Party waiving any rights to advocate its position, including without limitation, seeking appropriate remedies. For purposes of this Agreement, however, both Parties agree that "VoIP" traffic originated with a VoIP-enabled wireless handset by a Viaero Wireless End User or Roamer on the Viaero Wireless network that is converted by Viaero Wireless to TDM and delivered to CenturyLink QC within the MTA for termination to a CenturyLink QC End User shall be treated as Telecommunications traffic

6.2.1.3 Intentionally Left Blank.

6.2.1.4 Traffic having special billing or trunking requirements includes, but are not limited to, the following:

6.2.1.4.1 Ancillary trunks for:

6.2.1.4.1.1 Directory Assistance

6.2.1.4.1.2 911/E911

6.2.1.4.1.3 Multi Frequency (MF) Wireless Switched Access Traffic and Assistance Operator Services

6.2.1.4.1.4 Multi Frequency (MF) Wireless Switched Access Traffic Toll Free Services; and

6.2.1.5 Toll Blocking Service is a Selective Class of Call Screening (CustomNet). Selective Class of Call Screening restricts, by operator screen identification, outgoing toll calls from trunks to collect, third party billed, and/or credit card calls only. Direct dialed calls to Directory Assistance, 800/877/888, E911/911, 950, and CenturyLink QC Repair are permitted. It is available when Viaero Wireless sends its traffic on outgoing Ancillary Trunks.

6.2.1.6 Billed Number Screening allows Viaero Wireless the capability of restricting incoming collect and/or third number billed calls from being billed to their Ancillary Trunks. Although these lines are outgoing trunks, the capability does exist to

terminate a collect and/or third number billed call to the line. Other long distance companies may or may not subscribe to Billing Validation or recognize the billed number screening indicator. Therefore, calls placed on other long distance company networks may complete and bill collect and/or third number billed calls to the Viaero Wireless account. CenturyLink QC is not responsible for any calls completed on other long distance company networks.

## 6.2.2 Terms and Conditions

### 6.2.2.1 Transport and Termination of IntraMTA Traffic.

6.2.2.1.1 IntraMTA Traffic will be terminated as Wireless Type 2 Interconnection Service.

6.2.2.1.2 As negotiated between the Parties, the transport of IntraMTA Traffic may occur in several ways:

6.2.2.1.2.1 One-way or two-way trunk groups may be established. However, if either Party elects to provision its own one-way trunks for delivery of IntraMTA traffic to be terminated on the other Party's network, the ordering Party will provision its own one-way trunks. The Party ordering one-way trunks will choose the POI location for such one-way trunks and is responsible for one hundred (100%) percent of the costs of such trunk group.

6.2.2.1.2.2 Viaero Wireless may purchase transport services from CenturyLink QC or from a third party, including a third party that has leased the private line transport service facility from CenturyLink QC. Such transport provides a facility for the Type 2 trunk to be provisioned in order to deliver the originating Party's IntraMTA Traffic to the terminating Party's End Office Switch or Tandem Switch for call termination. Transport may be purchased from CenturyLink QC as Tandem Switch routed (i.e., tandem switching, tandem transmission and direct trunked transport) or direct routed to an end office (i.e., direct trunked transport). This Section is not intended to alter either Party's obligation under Section 251(a) of the Act.

6.2.2.1.3 When either Party utilizes the other Party's Tandem Switch for the exchange of IntraMTA traffic, where there is a DS1's worth of traffic (512 CCS) between the originating Party's End Office Switch delivered to the other Party's Tandem Switch for delivery to one (1) of the other Party's End Office Switches, the originating Party will order a direct trunk group to the other Party's End Office Switch. To the extent that Viaero Wireless has established a Collocation arrangement at a CenturyLink QC End Office Switch location, and has available capacity, Viaero Wireless may, at its sole option, provide two-way direct trunk facilities from that End Office Switch to Viaero Wireless's Switch.

6.2.2.1.4 Type 2 ordered to a Tandem Switch will be provided as direct trunked transport between the Serving Wire Center of the Viaero Wireless's POI and the Tandem Switch. Tandem transmission rates, as specified in Exhibit A of

this Agreement, will apply to the transport provided from the Tandem Switch to CenturyLink QC's End Office Switch.

6.2.2.1.5 If direct trunked transport is greater than fifty (50) miles in length, and existing facilities are not available in either Party's network, and the Parties have not been able to resolve the issue through Mid-Span Meet arrangements, and the Parties cannot agree as to which Party will provide the facility, the Parties may bring the matter before the Commission for resolution on an Individual Case Basis..

6.2.2.1.6 Regardless of the number of Location Routing Numbers (LRNs) used by Viaero Wireless in a LATA, CenturyLink QC will route traffic destined for Viaero Wireless's End User Customers via direct trunking where direct trunking has been established. In the event that direct trunking has not been established, such traffic shall be routed via a CenturyLink QC Tandem Switch.

#### 6.2.2.2 InterMTA Traffic

6.2.2.2.1 InterMTA Traffic will be exchanged over Type 2 facilities and usage will be rated using the CenturyLink QC's FCC's Access Tariff and the applicable switched Access rates.

#### 6.2.2.3 Transit Traffic

6.2.2.3.1 CenturyLink QC will accept traffic originated by Viaero Wireless's network and/or its end user(s) for termination to other Telecommunications Carrier's network and/or its end user(s) connected to CenturyLink QC's Switch. CenturyLink QC will also terminate traffic from these other Telecommunications Carriers' networks and/or its end users to Viaero Wireless's network and/or its end users. For purposes of the Agreement, Transit Traffic does not include traffic carried by Interexchange Carriers. Such traffic is defined in Section 6.5 as CenturyLink QC's Wireless Switched Access Traffic.

6.2.2.3.2 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.

6.2.2.3.3 The originating company is responsible for payment of appropriate rates to the transit company and to the terminating company. The Parties agree that they have an obligation, and will use all reasonable efforts, to enter into traffic exchange agreements with third party Telecommunications Carriers prior to delivering traffic to be transited to third party Telecommunications Carriers. Viaero Wireless represents and warrants to CenturyLink QC that it has and will make all reasonable efforts to enter into the above-referenced traffic exchange agreements. In the event one Party originates traffic that transits the second Party's network to reach a third party Telecommunications Carrier with whom the originating Party does not have a traffic exchange agreement, then the originating Party will indemnify, defend and hold harmless the second Party against any and all unpaid charges levied by such third party Telecommunications Carrier, including any termination charges related to such traffic and any reasonable attorneys fees and expenses

6.2.2.3.4 When CenturyLink QC receives an unqueried call from Viaero Wireless to a telephone number that has been Ported to another local services provider, the transit rate will apply in addition to any query rates.

6.2.2.3.5 In the case of a transit call that terminates in the Local Calling Area but in a different state than the call originated, and Viaero Wireless does not have an agreement with CenturyLink QC in the state where the transit call terminated, Viaero Wireless must execute an agreement for that state if it is a state served by CenturyLink QC. In the absence of such agreement, the transit rate in Exhibit A of this Agreement will be billed to Viaero Wireless.

6.2.2.4. CenturyLink QC's Wireless Switched Access Traffic (See Section 6.5)

6.2.2.5 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.

6.2.2.6 Signaling Options

6.2.2.6.1 SS7 Out of Band Signaling. SS7 Out-of Band Signaling must be requested on orders for Type 2 trunks. Common Channel Signaling Access Capability Service may be obtained under CenturyLink QC Intrastate and/or FCC Access Tariffs or from a third party signaling provider. SS7 signaling may be used on Type 2 Equal Access Trunks in an office where the SS7 Cell Feature has been deployed. Each of the Parties, CenturyLink QC and Viaero Wireless, will provide for Interconnection of their signaling network for the mutual exchange of signaling information in accordance with the industry standards as described in Telcordia documents, including but not limited to GR-905 CORE, GR-954 CORE, GR-394 CORE and CenturyLink QC Technical Publication 77342.

6.2.2.6.2 Multi-Frequency Signaling or MF Signaling is a signaling method used for ancillary services to transmit address information and other information over voice frequency transmission facilities. It is also referred to as In-Band Signaling.

6.2.2.6.3. 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. CenturyLink QC will provide Viaero Wireless with a listing of CenturyLink QC Switches fully capable of routing 64CCC traffic through the CenturyLink QC web site: <http://www.qwest.com/disclosures>. Where available to CenturyLink QC, CenturyLink QC will provide Viaero Wireless with the same 64CCC on an alternate route or if necessary via an overlay network.

6.2.2.7. The measurement of usage ends when the terminating or originating Switch receives or sends disconnect supervision, whichever occurs first. This is commonly referred to as "conversation time." The Parties will only charge for actual minutes of use and/or fractions thereof of completed calls. Minutes of use are aggregated at the end of the billing cycle by End Office Switch and rounded to the

nearest whole minute.

#### 6.2.2.8 WIS Trunk Forecasting

6.2.2.8.1 Both Viaero Wireless and CenturyLink QC shall work in good faith to define a mutually agreed upon forecast of Type 2 trunking.

6.2.2.8.2 Both Parties shall have the obligation to participate in joint planning meetings to establish trunk design and Provisioning requirements. The Parties agree to provide mutual trunk forecast information to ensure End User Customer call completion between the Parties' networks. Such forecasts shall be for Type 2 trunking, which impacts the Switch capacity and facilities of each Party. CenturyLink QC shall provide Viaero Wireless trunk group specific projections to Viaero Wireless on or before the date of the joint planning meeting.

6.2.2.8.3 Switch capacity growth requiring the addition of new switching modules may require six (6) months for ordering and installation. To align with the timeframe needed to provide for the requested facilities, including engineering, ordering, installation and make ready activities, for capacity growth CenturyLink QC will utilize Viaero Wireless's semi-annual forecasts and near-term demand submitted on Unforecasted Demand Notification Form to ensure availability of Switch capacity.

6.2.2.8.4 The forecast will identify trunking requirements for a two (2) year period.

6.2.2.8.5 Both Parties will follow the forecasting and Provisioning requirements of this Agreement for the appropriate sizing of trunks, and use of direct End Office Switch versus Tandem Switch routing. See Section 6.2.2.1.3.

6.2.2.8.6 Joint planning meetings will be used to bring clarity to the forecasting process. Each Party will provide adequate information associated with the CenturyLink QC 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. CenturyLink QC shall provide Viaero Wireless a report reflecting then current spare capacity at each CenturyLink QC Switch that may impact the Interconnection traffic. CenturyLink QC shall also provide a report reflecting then current blocking of local direct and alternate final trunk groups, Interconnection and non-Interconnection alike. Viaero Wireless will be provided Interconnection trunk group data on its own trunks. CenturyLink QC shall also provide a report reflecting Tandem Switch routed Interconnection trunking that has exceeded 512BHCCS. The information is CenturyLink QC-proprietary, provided under non-disclosure and is to be used solely for Interconnection network planning.

6.2.2.8.7 In addition to the above information, Viaero Wireless shall provide:

- (a) Completed CenturyLink QC Type 2 Trunk Forecast Forms; and

(b) Any planned use of an alternate third party transit provider associated with intraMTA traffic terminating to CenturyLink QC's End Users.

6.2.2.8.8 In addition to the above information, the following information will be available through the Local Exchange Routing Guide (LERG) or the Interconnections (ICONN) Database. The LERG is available through Telcordia. ICONN is available through the CenturyLink QC Web site located at: <http://www.qwest.com/cgi-bin/iconn/iconn.pl>.

- (a) CenturyLink QC Tandem Switches and CenturyLink QC End Office Switches (LERG);
- (b) CLLI codes (LERG);
- (c) Business/Residence line counts (ICONN);
- (d) Switch type (LERG or ICONN); and
- (e) Current and planned Switch generics (ICONN).

CenturyLink QC will notify Viaero Wireless six (6) months prior to LERG amendment of a new Local Tandem Switch.

6.2.2.8.9 CenturyLink QC network disclosure of deployment information for specific technical capabilities (e.g., ISDN deployment, 64 CCC, etc.) shall be provided on CenturyLink QC's web site, <http://www.qwest.com/disclosures>.

6.2.2.8.10 When appropriate, CenturyLink QC will notify Viaero Wireless through the CenturyLink QC Trunk Group Servicing Request (TGSR) process of the need to take action and place orders in accordance with the forecasted trunk requirements. Viaero Wireless shall respond to the TGSR within ten (10) business Days of receipt.

6.2.2.8.11 The following terms shall apply to the forecasting process:

6.2.2.8.11.1 Viaero Wireless forecasts shall be provided to CenturyLink QC as detailed in the standard Wireless Type 2 Trunk Forecast Form.

6.2.2.8.11.2 Viaero Wireless forecasts provided to CenturyLink QC, information provided by Viaero Wireless to CenturyLink QC outside of the normal forecasting process to modify the forecast, and forecasting information disclosed by CenturyLink QC to Viaero Wireless shall be deemed Confidential Information and the Parties may not distribute, disclose or reveal, in any form, this material other than as allowed and described in subsections 5.16.9.1 and 5.16.9.2.

6.2.2.8.12 To the extent that Viaero Wireless's historical trunking underutilization is such that it restricts CenturyLink QC from provisioning trunking to itself or other carriers without CenturyLink QC augmenting its Switch for additional trunking capacity, CenturyLink QC reserves the right to reclaim the facilities for the purpose of providing capacity to itself or other carriers.

CenturyLink QC shall not leave the Viaero Wireless-assigned trunk group with less than twenty five percent (25%) excess capacity. Ancillary trunks are excluded from this treatment.

6.2.2.8.13 Intentionally Left Blank.

6.2.2.8.14 Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

6.2.2.8.15 Interconnection facilities provided on a route that involves extraordinary circumstances may be subject to the Construction Charges, as detailed in Section 19 of this Agreement. When CenturyLink QC claims extraordinary circumstances exist, it must apply to the Commission for approval of such charges by showing that Viaero Wireless alone is the sole cause of such construction. CenturyLink QC shall initiate such proceeding within ten (10) Days of notifying Viaero Wireless in writing that it will not construct the requested facilities, or within ten (10) Days of notice from Viaero Wireless in writing that CenturyLink QC must either commence construction of the facilities or initiate such proceeding with the Commission. In this proceeding, CenturyLink QC shall not object to using the most expeditious procedure available under state law, rule or regulation. CenturyLink QC 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, CenturyLink QC and Viaero Wireless will share costs in proportion to each Party's use of the overall capacity of the route involved. CenturyLink QC and Viaero Wireless may also choose to work in good faith to identify and locate alternative routes that can be used to accommodate Viaero Wireless 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 CenturyLink QC 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.

#### 6.2.2.9 Trunking Requirements

6.2.2.9.1 The Parties will 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 current industry standards.

6.2.2.9.2 Intentionally Left Blank.

6.2.2.9.3 Separate trunk groups will be established based on billing, signaling, and network requirements. The following is the current list of traffic types that require separate trunk groups, unless specifically otherwise stated in this Agreement.

- a) Directory Assistance trunks (where the Switch type requires separation from operator services trunks);
- b) 911/E911 trunks;
- c) Operator services trunks (where the Switch type requires

separation from Directory Assistance trunks);

d) Mass calling trunks, if applicable.

6.2.2.9.3.1 IntraMTA, and Wireless Switched Access Traffic (See Section 6.5), may be combined in a single WIS trunk group at access tandems as appropriate per Section 6.2.2.9.6. Wireless Switched Access Traffic may, upon request, be routed on a separate WIS trunk group with all other traffic combined on the other trunk group at access tandems as appropriate per Section 6.2.2.9.6.

6.2.2.9.4 Trunks will be ordered in increments of DS1 for exchange of IntraMTA and Wireless Switched Access Traffic. Directory Assistance, 911/E911, operator Busy Line Interrupt and Busy Line Verify; and Toll Free Service trunks may be ordered in DS0.

6.2.2.9.5 The Parties will provide Common Channel Signaling (CCS) to one another in conjunction with all trunk circuits, except as provided below.

a) The Parties will provision all trunking using SS7/CCS capabilities. Exceptions to this arrangement would be limited to operator services trunking, Directory Assistance trunking and 911 trunking. CenturyLink QC will not require a Bona Fide Request to accomplish Interconnection with a CenturyLink QC Central Office Switch not currently equipped for SS7 and where MF signaling is used. When the SS7/CCS option becomes available in the CenturyLink QC network for said trunking, the Parties will provision new trunks using SS7. In addition, the Parties will jointly work to convert existing trunking to SS7, as appropriate.

b) When the Parties interconnect via CCS for Wireless Switched Access Traffic, the Tandem Switch provider will provide MF/CCS interworking as required for Interconnection with Interexchange Carriers who use MF signaling.

6.2.2.9.6 Viaero Wireless may interconnect at either the CenturyLink QC Local Tandem Switch or the CenturyLink QC Access Tandem Switch for the delivery of IntraMTA traffic. When Viaero Wireless is interconnected at the Access Tandem Switch and where there would be a DS1's worth of local traffic (512 BHCCS) between Viaero Wireless's Switch and those CenturyLink QC End Office Switches subtending a CenturyLink QC Local Tandem Switch, Viaero Wireless will order a trunk group to the CenturyLink QC Local Tandem Switch. As an alternative, Viaero Wireless shall terminate traffic on CenturyLink QC End Office Switches. When CenturyLink QC lacks available capacity at the Access Tandem Switch, CenturyLink QC will arrange Local Tandem Switch or End Office Switch Interconnection at the same cost to Viaero Wireless as Interconnection via the CenturyLink QC Access Tandem Switch.

6.2.2.9.6.1 CenturyLink QC will allow Interconnection for the exchange of IntraMTA traffic at CenturyLink QC's access tandem without requiring Interconnection at the local tandem, at least in those circumstances when traffic volumes do not justify direct connection to the local tandem; and regardless of whether capacity at the access tandem is exhausted or forecasted to exhaust, unless CenturyLink QC agrees to provide Interconnection facilities to the local

tandems or end offices served by the access tandem, at the same cost to Viaero Wireless as Interconnection at the access tandem.

6.2.2.9.7 To the extent CenturyLink QC is using a specific End Office Switch to deliver limited Tandem Switch functionality to itself, a wireless service provider, a CLEC, or another ILEC, it will offer to arrange the same trunking for Viaero Wireless.

6.2.2.9.8 Alternate Traffic Routing. If Viaero Wireless has a WIS arrangement which provides two (2) paths to a CenturyLink QC End Office Switch (one (1) route via a Tandem Switch and one (1) direct route), Viaero Wireless may elect to utilize alternate traffic routing. Viaero Wireless traffic will be offered first to the direct trunk group (also referred to as the "primary high" route) and then overflow to the Tandem Switch group (also referred to as the "alternate final" route) for completion to CenturyLink QC End Office Switches.

6.2.2.9.9 Host-Remote. When a CenturyLink QC Wire Center is served by a remote End Office Switch, Viaero Wireless may deliver traffic to the host Central Office or to the Tandem Switch.

#### 6.2.2.10 Wireless Interconnection Requirements

6.2.2.10.1 As a part of the Wireless Interconnection requirements, Viaero Wireless will establish Type 2 trunk groups to the CenturyLink QC Access Tandem, CenturyLink QC Local Tandem or End Office Switch(es), as required.

##### 6.2.2.10.2 Type 2A Local Tandem Interconnections

6.2.2.10.2.1 The Type 2A Local Tandem Interconnection links Viaero Wireless's POI to a CenturyLink QC Local Tandem and is used for the exchange of IntraMTA and incidental InterMTA Traffic between Viaero Wireless and NPA-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. A separate Type 2A Access Tandem Interconnection is needed in conjunction with a Type 2A Local Tandem Interconnection for the exchange of InterMTA, IntraMTA and Wireless Switched Access Traffic.

##### 6.2.2.10.3 Type 2A Access Tandem Interconnection

6.2.2.10.3.1 The Type 2A Access Tandem Interconnection links Viaero Wireless's POI to a CenturyLink QC Access Tandem for the exchange of InterMTA and Wireless Switched Access Traffic. In some circumstances, the Viaero Wireless may also choose to use a Type 2A Access Tandem connection for the exchange of IntraMTA Traffic. A Type 2A Access Tandem connection can be configured in either of the following ways: 1.) as a separate trunk group for both IntraMTA and InterMTA per section 6.2.2.9.6 excluding Wireless Switched Access Traffic and a second trunk group for Wireless Switched Access Traffic or 2.) as a single combined trunk group per section 6.2.2.9.6 for IntraMTA/InterMTA/Wireless Switched Access Traffic. Wireless Interconnection service arrangement

requires connection to those Access Tandems in each LATA where Viaero Wireless has originating or terminating traffic.

#### 6.2.2.10.4 Type 2A Equal Access Interconnection

6.2.2.10.4.1 This direct final route trunk group is used for the delivery of Wireless Switched Access Traffic. It is an Interconnection with in-band signaling or out of band signaling, where available, using Feature Group D signaling protocol between Viaero Wireless's POI and the Access Tandem serving the area in which the POI is located. The service enables Viaero Wireless's End User Customers to use their pre-subscribed Interexchange Carrier of choice. Equal Access trunks are available as one way out (mobile to land) in an office where the SS7 Cell Feature has been deployed and are not available as one way in (land to mobile), two way or for paging trunks.

#### 6.2.2.10.5 Type 2B Interconnections

##### 6.2.2.10.5.1 Type 2B Primary High Use Interconnection

6.2.2.10.5.1.1 The Type 2B Primary High Use Interconnection is a two-way trunk group Interconnection between Viaero Wireless's POI and a CenturyLink QC End Office, within the same LATA. Viaero Wireless must designate a Type 2A Trunk Group to a CenturyLink QC Local Tandem or Access Tandem Switch for overflow. 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. Viaero Wireless's IntraMTA and incidental InterMTA and CenturyLink QC's Local Traffic can be exchanged over this Interconnection. Viaero Wireless will not route ancillary traffic or Wireless Switched Access Traffic through the Type 2B Primary High Use Interconnection. Type 2B Primary High Use trunks are required when actual busy hour traffic exceeds 512 CCS to a CenturyLink QC End Office. Only traffic destined to telephone numbers associated with the CenturyLink QC End Office and the Viaero Wireless's POI may be exchanged on this trunk group.

##### 6.2.2.10.5.2 Type 2B Full Group Service Interconnection

6.2.2.10.5.2.1 The Type 2B Full Group Service is a direct final, two-way trunk group connection between Viaero Wireless POI and a CenturyLink QC End Office, within the same LATA. Each 2B Full Group serves only the individual End Office. Overflow capability to an alternative trunk group is not available with a Type 2B Full Group configuration. Only traffic destined to telephone numbers associated with the CenturyLink QC End Office and Viaero Wireless's POI may be exchanged on this trunk group.

#### 6.2.2.10.6 Type 2D Interconnection

6.2.2.10.6.1 Type 2D Interconnection is a direct final route trunk group

between a Viaero Wireless 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 CenturyLink QC Operator Tandem); they are not available as one way in or for paging. CenturyLink QC offers Signaling System 7 (SS7) and Multi-frequency (MF) signaling on Type 2D Interconnection.

#### 6.2.2.10.7 Ancillary Interconnection

6.2.2.10.7.1 One-way mobile to land trunk group connection between the Viaero Wireless POI and the CenturyLink QC network to terminate calls for miscellaneous traffic including: Directory Assistance, Operator Services (collect, credit card and Third Party Billed), MF Toll Free Services, and E911/911.

#### 6.2.2.11 Testing

6.2.2.11.1 Acceptance Testing. At the time of installation of a WIS trunk group, and at no additional charge, acceptance tests will be performed to ensure that the service is operational and meets the applicable technical parameters.

##### 6.2.2.11.2 Testing Capabilities

6.2.2.11.2.1 Type 2 acceptance 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), and such other acceptance testing that may be needed to ensure that the service is operational and meets the applicable technical parameters.

6.2.2.11.2.2 In addition to Type 2 acceptance testing, other tests are available (e.g., additional cooperative acceptance testing, automatic scheduled testing, cooperative scheduled testing, manual scheduled testing, and non-scheduled testing) at the applicable rates found in Exhibit A, Miscellaneous Charges.

6.2.2.11.3 Repair Testing. At the time of repair of a Type 2 trunk group, at no additional charge, tests will be performed to ensure that the service is operational and meets the applicable technical parameters.

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

### 6.3 Intercarrier Compensation

#### 6.3.1 Interconnection Facility Options

The Intercarrier Compensation Provisions of this Agreement shall apply to the exchange of IntraMTA Traffic between Viaero Wireless's network (which includes Viaero Wireless's End User Customers and IntraMTA Roamers on the Viaero Wireless network in Nebraska) and CenturyLink QC's network. Where either Party interconnects and delivers traffic to the other Party from third parties, each Party shall bill such third parties the appropriate charges pursuant to its respective tariffs, price lists or contractual offerings for such third party terminations. Absent a separately negotiated agreement to the contrary, the Parties will exchange traffic between their respective networks without the use of third party transit provider.

#### 6.3.1.1 WIS Entrance Facilities

6.3.1.1.1 Recurring and nonrecurring rates for Entrance Facilities are specified in Exhibit A and will apply for those DS1 or DS3 facilities dedicated to use by Type 2 Service.

6.3.1.1.2 If Viaero Wireless chooses to provision WIS facilities over an existing facility purchased as private line transport service from the CenturyLink QC state or FCC access Tariffs, the rates from those Tariffs will apply.

#### 6.3.1.2 Collocation

6.3.1.2.1 See Section 7.

#### 6.3.2 Direct Trunked Transport

6.3.2.1. Viaero Wireless may elect to purchase Direct Trunked Transport ("DTT") from CenturyLink QC.

6.3.2.1.1 DTT is available between the Serving Wire Center of the POI and the terminating and/or transiting Party's Tandem Switch or End Office Switches. The applicable rates are described in Exhibit A. DTT facilities are provided as dedicated DS3, DS1 or DS0 facilities.

6.3.2.1.2 When DTT is provided to a local or Access Tandem Switch for IntraMTA traffic, or to an Access Tandem Switch for Wireless Switched Access Traffic, the applicable DTT rate elements apply between the Serving Wire Center and the Tandem Switch. Additional rate elements for delivery of traffic to the terminating End Office Switch are tandem switching and tandem transmission. These rates are described below.

6.3.2.1.3 Mileage shall be measured for DTT based on V&H coordinates between the Serving Wire Center and the local/Access Tandem or End Office Switch.

6.3.2.1.4 Fixed Charges per DS0, DS1 or DS3 and per mile charges are applicable and are defined for DTT in Exhibit A of this Agreement.

6.3.2.3 Multiplexing options (DS1/DS3 MUX or DS0/DS1 MUX) are available at the rates specified in Exhibit A.

#### 6.3.3 Trunk Nonrecurring Charges

6.3.3.1 Installation nonrecurring charges may be assessed by the provider for

each Type 2 trunk ordered. CenturyLink QC rates are specified in Exhibit A.

6.3.3.2 Nonrecurring charges for rearrangement may be assessed by the provider for each Type 2 trunk rearrangement ordered, at one-half the trunk non-recurring interface rates specified in Exhibit A.

#### **6.3.4 Ancillary Interconnection Trunks**

6.3.4.1 Recurring and nonrecurring rates for one-way mobile to land ancillary trunks are specified in Exhibit A and will apply per one-way mobile to land ancillary trunk.

#### **6.3.5 IntraMTA Traffic**

##### **6.3.5.1 End Office Call Termination**

6.3.5.1.1 The Parties agree that based on an actual three month traffic study (April through June 2010) measuring M-L and L-M originating and terminating traffic between CenturyLink QC's and Viaero Wireless's network, the traffic is relatively balanced. Therefore, the end office call termination compensation for IntraMTA Traffic shall be based upon the bill and keep compensation mechanism, whereby neither Party charges the other Party reciprocal compensation for the termination of IntraMTA Traffic originated by the other Party. Bill and keep shall govern compensation for such traffic exchanged by the Parties in this state until the earlier of: (1) the expiration of this agreement, or (2) further action by the Federal Communications Commission, or a court of competent jurisdiction, vacates, replaces, modifies, or supersedes the applicable rules adopted in Order on Remand and Report and Order, CC Docket Nos. 96-98, 99-68, FCC 01-131 (rel. Apr. 27, 2001).

6.3.5.1.2 Intentionally left Blank.

6.3.5.1.3 Neither Party shall be responsible to the other for call termination charges associated with third party traffic that transits such Party's network.

##### **6.3.5.2 Tandem Switched Transport**

6.3.5.2.1 The Parties agree that based on an actual three month traffic study (April through June 2010) measuring M-L and L-M originating and terminating traffic between CenturyLink QC's and Viaero Wireless's network, the traffic is relatively balanced. Therefore, the tandem switching and tandem transmission compensation for IntraMTA Traffic shall be based upon the bill and keep compensation mechanism, whereby neither Party charges the other Party reciprocal compensation for the termination of IntraMTA Traffic originated by the other Party. Bill and keep shall govern compensation for such traffic exchanged by the Parties in this state until the earlier of: (1) the expiration of this agreement, or (2) further action by the Federal Communications Commission, or a court of competent jurisdiction, vacates, replaces, modifies, or supersedes the applicable rules adopted in Order on Remand and Report and Order, CC Docket Nos. 96-98, 99-68, FCC 01-131 (rel. Apr. 27, 2001).

### **6.3.6 Miscellaneous Charges**

Miscellaneous Charges apply for the following miscellaneous services when provided with WIS trunks. Exhibit A includes a reference to the Tariff, catalog, price list, or other similar document that provides the amount of each Miscellaneous Charge.

6.3.6.1 Cancellation charges will apply to cancelled Type 2 trunk orders based upon critical dates, terms and conditions in accordance with the Access Service Tariff Section 5.2.3, and the Trunk Nonrecurring Charges referenced in this Agreement.

6.3.6.2 Expedite requests for WIS trunk orders are available. Expedites are requests for intervals that are shorter than the interval defined in CenturyLink QC's Service Interval Guide (SIG) or Individual Case Basis (ICB) Due Dates. Expedite charges apply per order for every day that the Due Date interval is shortened, based on the standard interval in the SIG or based on ICB criteria for Due Dates.

6.3.6.2.1 Viaero Wireless will request an expedite for WIS trunks, including an expedited Due Date, on the Access Service Request (ASR).

6.3.6.2.2 The request for expedite will be approved only when the request meets the criteria outlined in the Pre-Approved Expedite Process in CenturyLink QC's Product Catalog at CenturyLink QC's wholesale web site.

6.3.6.3 Additional testing including cooperative acceptance testing, automatic scheduled testing, cooperative scheduled testing, manual scheduled testing, and non-scheduled testing, is available for WIS trunks.

### **6.3.7 Intentionally Left Blank.**

### **6.3.8 Transit Traffic**

The following rates will apply:

6.3.8.1 The Parties disagree as to whether the provision of transiting services and transit mechanized records are required to be provided under Section 251 of the Act. The Parties further disagree as to whether these services are required to be priced according to a TELRIC methodology. Notwithstanding the foregoing, the Parties have included transiting services and transit mechanized records terms, conditions and rates

in this Agreement, at a rate that was negotiated solely for purposes of completing the agreement. The Parties agree that if the Commission, the FCC or a court of competent jurisdiction issues a legally binding ruling that provides transiting services or transit mechanized records, or both, either are or are not required to be provided under Section 251 of the Act or the services are not required to be priced according to a TELRIC methodology, either Party can provide a notice to the other Party to amend this Agreement or enter into an alternative service arrangement, or both, for transiting services and transit mechanized records. If the Parties fail to agree upon such an amendment or alternative service arrangement within sixty (60) Days after the notification from the Party requesting the amendment, it will be resolved in accordance with the Dispute Resolution provision of this Agreement.

6.3.8.1.1 Local Transit is any traffic that originates from one Telecommunications Carrier's network, transits CenturyLink QC's network, and terminates to yet another Telecommunications Carrier's network within an EAS Local Area. The applicable Type 2 Tandem switching and Tandem transmission rates at the assumed mileage contained in Exhibit A of this Agreement, apply to the originating Party.

6.3.8.1.2 Toll Transit is any traffic that originates from one Telecommunications Carrier's network, transits CenturyLink QC's network, and terminates to yet another Telecommunications Carrier's network between an EAS Local area but within the LATA. The applicable CenturyLink QC rate contained in Exhibit A of this Agreement shall apply to the originating Party.

6.3.8.2 Toll Transit: A per minute of use rate will be charged to the originating Party, as set forth in Exhibit A.

### **6.3.9 Signaling Parameters**

6.3.9.1 CenturyLink QC and Viaero Wireless are required to provide each other the proper signaling information (e.g., originating Calling Party Number (CPN), Charge Number (ChN) and destination call party number, etc.) per 47 C.F.R. § 64.1601 to enable each Party to issue bills in a complete and timely fashion. All CCS signaling parameters will be provided including CPN, calling party category, ChN, and Originating Line Information Parameter (OLIP) on calls destined for Interexchange Carriers (IXCs) All privacy indicators will be honored.

6.3.9.2 Any charges for SS7 signaling shall be associated with CenturyLink QC's tariffs, which contain guidelines associated with the Percent Other Messages (POM) declaration for intraMTA traffic.

### **6.3.10 Intercarrier Compensation Credit Method**

6.3.10.1 CenturyLink QC uses mathematical formulas called factors or PLU (Percent Local Use) factors to determine billing for Intercarrier Compensation Credit. The factors may be changed based upon a three consecutive month traffic study generated by either Party and acceptable to both Parties by amending this Agreement.

<b>PLU Factor</b>	<b>Percentage</b>	<b>Description</b>
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PLU 2B	9.9%	Determines portion of CenturyLink QC originated L-M MOUs used to calculate facility credit compensation
M-L InterMTA	2 %	Determines the amount of M-L MOUs that will be billed as switched access.
L-M InterMTA	2%	Determines the amount of L-M MOUs that CenturyLink QC may bill Viaero Wireless as switched access.

#### 6.3.10.2 Type 2 Facilities Credit

6.3.10.2.1 When Viaero Wireless leases Type 2 facilities from CenturyLink QC for WIS Entrance Facility, DTT and Multiplexing, CenturyLink QC's charges shall be adjusted to account for the portion of the facility used to transport traffic originated by CenturyLink QC's End User Customers to Viaero Wireless, as follows.

6.3.10.2.1.1 A credit will be calculated by multiplying the sum of the total monthly two way channel facility for the WIS Entrance Facility, DTT, and multiplexer state specific charges by a Percent Local Usage 2B (PLU 2B) factor. This credit will be applied each month for the term of this Agreement.

6.3.10.2.1.2. The Parties agree that the Facilities Credit is intended to apply only to two-way Type 2 Interconnection facilities.

#### 6.3.11 Intentionally Left Blank

#### 6.3.12 InterMTA Traffic

6.3.12.1 Applicable CenturyLink QC interstate Switched Access Tariff rates apply to InterMTA Traffic routed to CenturyLink QC's Toll/Access Tandem, Local Tandem, or directly to an End Office. Relevant usage-sensitive rate elements could include tandem switching, tandem transmission, and Local switching, as appropriate.

6.3.12.2 For billing purposes, if either Party is unable to classify on an automated basis traffic delivered by Viaero Wireless as Mobile to Land (M-L) InterMTA traffic, intrastate or interstate, Viaero Wireless will provide CenturyLink QC with a Percent M-L InterMTA factor, which represents the estimated portion of InterMTA traffic delivered on Viaero Wireless's trunks. The M-L InterMTA factor will be applied to the measured mobile to land minutes of use terminated on CenturyLink QC's network to determine the portion of InterMTA minutes to be billed at interstate Access rates. The M-L InterMTA factor will be two percent (2%) unless proven otherwise based upon a traffic study generated by either Party and acceptable to both Parties. The Parties agree to review the InterMTA factors on a periodic basis (not to exceed once annually) and, if warranted, revise the InterMTA factors on a going-forward basis.

6.3.12.3 CenturyLink QC will use the initial InterMTA factor stated in Section 6.3.9. for the M-L InterMTA factor.

6.3.12.4 For billing purposes, CenturyLink QC will use a Land to Mobile (L-M) InterMTA Percent Factor, which represents the estimated portion of total traffic delivered

by CenturyLink QC to Viaero Wireless that terminates (based on the first cell site of the Wireless End User Customer) outside the MTA in which the call originated. The L-M InterMTA factor will be two percent (2%) unless proven otherwise based upon a traffic study generated by either Party and acceptable to both Parties.

6.3.12.5 If the Intercarrier Compensation Credit method is utilized, the L-M InterMTA factor will be multiplied by the calculated CenturyLink QC originated Land to Mobile Minutes of Use (MOU). CenturyLink QC may reduce Intercarrier Compensation Credit L-M MOU and bill Viaero Wireless for the resulting MOU at interstate switched Access Tariff rates.

## **6.4 Ordering**

6.4.1 When ordering Type 2 Service, the ordering Party shall specify requirements on the Access Service Request (ASR): 1) the type and number of Interconnection facilities to terminate at the Point of Interconnection in the Serving Wire Center; 2) the type of interoffice transport, (i.e. direct trunked transport or tandem switched transport); and 3) the number of ports to be provisioned at End office Switch or Local Tandem Switch; 4) any optional features. When the ordering Party requests facilities, routing or optional features different than those determined to be available, the Parties will work cooperatively in determining an acceptable configuration based on available facilities, equipment and routing plans.

6.4.2 For each NXX code assigned to Viaero Wireless by the NANPA, Viaero Wireless will provide CenturyLink QC with the CLLI codes of the CenturyLink QC Tandem Switches and Viaero Wireless's Point of Interface to which traffic associated with the NXX will be routed. For NXX codes assigned to existing Type 2 trunk groups, Viaero Wireless will also provide CenturyLink QC with the CenturyLink QC assigned two-six Code (TGSN) to which each NXX will be routed. Information that is not currently available in the LERG may be provided via the NPA NXX Code Request Routing Form available on the CenturyLink QC web site:

[http://www.qwest.com/wholesale/notices/npa\\_nxxProcess.html](http://www.qwest.com/wholesale/notices/npa_nxxProcess.html).

Either Party shall respond to a special request for an NPA-NXX Code Request Routing Form when a single Switch is served by multiple trunk groups.

6.4.3 When either Party has ordered a DS3 WIS Entrance Facility or private line facility, that Party will order the appropriate DS1 facility required and identify the channels of the DS3 to be used to provide circuit facility assignments (CFA). Also, if Viaero Wireless has provided or ordered a DS1 WIS Entrance Facility or private line facility, Viaero Wireless will be responsible for identification of the DS0 channels of the DS1 private line to be used to provide CFA.

6.4.4 A joint planning meeting will precede initial trunking orders. These meetings will result in agreement and commitment that both Parties can implement the proposed plan and the transmittal of Access Service Requests (ASRs) to initiate order activity. The Parties will provide their best estimate of the traffic distribution to each End Office Switch subtending the Tandem Switch.

6.4.5 If Viaero Wireless uses a method of interconnection of one POI in the LATA or the access tandem for the exchange of traffic in accordance with Section 6.1.2 and/or 6.2.2.9.6, CenturyLink QC and Viaero Wireless will work together to review Viaero Wireless's network configuration in order to ensure correct and complete ASR ordering.

6.4.6 Service intervals and Due Dates for initial establishment of trunking arrangements at each new Switch location of Interconnection between the Parties will be determined on an Individual Case Basis.

6.4.7 CenturyLink QC will establish intervals for the provision of WIS trunks that conform to the performance objectives set forth in the Standard Interval Guide (SIG), available on CenturyLink QC's web site: <http://www.qwest.com/wholesale/pcat/wireless.html>. CenturyLink QC will provide notice to Viaero Wireless of any changes related to ordering Type 2 service according to the established processes.

6.4.8 The ordering Party may cancel an order at any time prior to notification that service is available. If the ordering Party is unable to accept Type 2 Service within thirty (30) Days after the original service date, Viaero Wireless has the following options:

- a) The order for Type 2 Service will be cancelled, and cancellation charges specified in 6.3.5.1 apply unless otherwise mutually agreed by the Parties;
- b) Intentionally Left Blank.
- c) 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, will be the 31st Day after the Service Date

## **6.5 Wireless Switched Access Traffic**

6.5.1 Viaero Wireless must select one of the following methods for the delivery of Viaero Wireless Switched Access Service: 1) Jointly Provided Switched Access (JPSA), or 2) CenturyLink QC-provided Wireless Switched Access Traffic. Both methods require the provisioning of Type 2 trunks.

6.5.1.1 JPSA describes traffic involving interexchange carriers and the allocation of billing between multiple carriers based on industry standard processes. JPSA is defined and governed by the FCC No. 1, Section 2.4.7, 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. CenturyLink QC and Viaero Wireless agree that all parties in the route, including the originating intermediate, and terminating Viaero Wireless or LECs for Switched Access, will cooperatively determine the Jointly Provided Switched Access arrangements in which all Parties concur. Each Party will bill the IXC the appropriate portion of its Switched Access rates. CenturyLink QC will also provide the one-time notification to Viaero Wireless of the billing name, billing address and the Carrier Identification Codes (CIC) of the IXCs subtending any Access Tandems to which Viaero Wireless directly connects.

6.5.1.1.2 CenturyLink QC will agree to function as the Access Service Coordinator (ASC) as defined in the Multiple Exchange Carrier Ordering and Design Guidelines (MECOD) (Technical Reference SR-TAP-000984). CenturyLink QC 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. CenturyLink QC will be unable to fulfill

the role of ASC if Viaero Wireless does not fully comply with MECOD requirements, and file Viaero Wireless End Offices and billed percentages (BPs) in the NECA 4 Tariff.

6.5.1.1.3 Billing to the IXC will follow MECAB's multiple bill single tariff option whereby CenturyLink QC and Viaero Wireless render separate bills to the IXC.

6.5.1.1.4 A charge will apply for Category 11-01-XX records sent in an EMI mechanized format. These records are used to provide information necessary for each Party to bill the Interexchange Carrier for Jointly Provided Switched Access Services and 8XX database queries. The charge for each record created and transmitted is listed in Exhibit A of this Agreement.

6.5.1.1.5. The applicable Switched Access rates will be billed by the Parties to the IXC based on MECAB guidelines and each Party's respective FCC, state Access Tariffs or contractual agreements.

6.5.1.2. CenturyLink QC-provided Wireless Switched Access Traffic connects Wireless End User calls and an interexchange carrier, whereby CenturyLink QC completes the connection between Viaero Wireless's POI and the long distance provider, using Viaero Wireless Type 2 Interconnection trunking arrangements described in this Agreement, in accordance with the regulations set forth in FCC and State Access Tariffs. CenturyLink QC's billing to the IXC is described in FCC No. 1 Tariff, Section 2.4.8. CenturyLink QC and Viaero Wireless agree that under this option, CenturyLink QC will determine the routes in all Switched Access arrangements. Viaero Wireless are required to follow MECOD requirements. Viaero Wireless are not required to file BPs in the NECA 4 Tariff.

6.5.1.2.1 Category 11-01-XX records are not exchanged under this option, and in all instances, CenturyLink QC performs the 8XX database queries.

## **6.6 Single Point of Presence (SPOP)**

6.6.1 By utilizing SPOP in the LATA, Viaero Wireless can deliver InterMTA, Switched Access Traffic, and IntraMTA traffic at CenturyLink QC's Access Tandems. Viaero Wireless can also utilize CenturyLink QC's tandem infrastructure to terminate traffic to specific end offices. The SPOP is defined as the Viaero Wireless's physical point of presence. This allows for a trunk group from Viaero Wireless's POI in one Local Calling Area (LCA) to be ordered to any CenturyLink QC local tandem or end office in another LCA which is otherwise not available, absent this arrangement.

6.6.2 SPOP in the LATA includes an Entrance Facility (EF), Expanded Interconnect Channel Termination (EICT), or Mid Span Meet POI and Direct Trunked Transport (DTT) options available at both a DS1 and DS3 capacity.

6.6.3 Where Viaero Wireless intends to send calls through a CenturyLink QC tandem to a subtending end office, the following conditions apply:

6.6.3.1 Viaero Wireless may interconnect at either the CenturyLink QC Local Tandem Switch or the CenturyLink QC Access Tandem Switch for the delivery of

IntraMTA Traffic. When Viaero Wireless is interconnected at the Access Tandem and where there would be a DS1's worth of IntraMTA traffic (512 BHCCS) between Viaero Wireless's MSC and those CenturyLink QC End Offices subtending a CenturyLink QC Local Tandem, Viaero Wireless will order a trunk group to the CenturyLink QC Local Tandem. As an alternative, Viaero Wireless shall terminate traffic on CenturyLink QC End Office Switches. When CenturyLink QC lacks available capacity at the Access Tandem, CenturyLink QC will arrange Local Tandem or End Office interconnection at the same cost to Viaero Wireless as interconnection via the CenturyLink QC Access Tandem.

6.6.3.2 CenturyLink QC will allow Interconnection for the exchange of IntraMTA Traffic at CenturyLink QC's Access Tandem without requiring Interconnection at the Local Tandem, at least in those circumstances when traffic volumes do not justify direct connection to the Local Tandem; regardless of whether capacity at the access tandem is exhausted or forecasted to exhaust, unless CenturyLink QC agrees to provide Interconnection facilities to the Local Tandems or End Offices served by the Access Tandem, at the same cost to Viaero Wireless as Interconnection at the Access Tandem.

#### 6.6.4 Ordering

6.6.4.1 Prior to ordering, CenturyLink QC and Viaero Wireless will work together to review Viaero Wireless's network configuration in order to ensure correct and complete ASR ordering.

6.6.4.2 SPOP in a LATA will be ordered based upon the standard ordering process for the type of facility chosen.

6.6.4.3 Viaero Wireless will issue ASRs to convert existing access tandem trunk groups to SPOP trunk groups.

6.6.4.4 In addition, the ASR used to order SPOP trunks will include SPOP Remarks "Single POP in LATA " and the SPEC Field must be completed with the appropriate code.

## **SECTION 7.0 - COLLOCATION**

7.1 Collocation allows for the placing of Telecommunications equipment owned by Viaero Wireless within CenturyLink QC's premises that is necessary for Interconnection with CenturyLink QC under a Type 2 arrangement. There are five (5) types of Collocation available: Virtual, Caged Physical, Shared Caged Physical, Cageless Physical, Interconnection Distribution Frame (ICDF) (for Ancillary services only).

7.2 Should the Parties desire to establish a Type 2 Wireless Collocation relationship, the Parties will enter into an Amendment to this Agreement and additional insurance requirements may apply.

## **SECTION 8.0 - Intentionally Left Blank**

## **SECTION 9.0 - ANCILLARY SERVICES**

### **9.1 Local Number Portability**

#### **9.1.1 Query Services**

9.1.1.1 CenturyLink QC shall perform default LNP queries where Viaero Wireless is unable to perform its own query. Viaero Wireless shall perform default LNP queries where CenturyLink QC is unable to perform its own query. CenturyLink QC query services and charges are defined in CenturyLink QC's FCC Tariff #1, Section 13.19.1, including End Office and Tandem Default Query Charges which are contained in Tariff Section 13 (Miscellaneous Service.)

9.1.1.2 A Party shall be charged for a LNP query by the other Party only if the Party to be charged is the N-1 carrier and it was obligated to perform the LNP query but failed to do so. Parties are not obligated to perform the LNP query prior to the first Port requested in a NXX.

### **9.2 911/E911 Service**

9.2.1 Compliance with FCC Docket 94-102 necessitates the integration of Wireless calls to the E911 network, which is separate from the Type 2 Interconnection. This E911 connectivity must be between the Wireless Carrier's switch and the appropriate 911 selective router and must include provisions for the delivery of the Wireless End User Customer'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 E911 service, to include the provisioning of the network and Automatic Location Identification (ALI) Database, under a separate agreement, which is compliant with the requirements of FCC docket 94-102, when a qualifying Public Safety Answering Point (PSAP) requests such service.

### **9.3 Intentionally Left Blank**

### **9.4 Access to Poles, Ducts, Conduits, and Rights of Way - see Exhibit D**

### **9.5 Construction Charges**

9.5.1 CenturyLink QC will conduct an individual financial assessment of any request that requires construction of network capacity, facilities, or space. When CenturyLink QC constructs to fulfill Viaero Wireless's request, CenturyLink QC will bid this construction on a case-by-case basis. CenturyLink QC will charge for the construction through nonrecurring charges and a term agreement for the remaining recurring charge, as described in the Construction Charges Section. When Viaero Wireless orders the same or substantially similar service available to CenturyLink QC End User Customers, nothing in this Section shall be interpreted to authorize CenturyLink QC to charge Viaero Wireless for special construction where such charges are not provided for in a Tariff or where such charges would not be applied to a CenturyLink QC End User Customer.

**SECTION 10.0 - NETWORK SECURITY**

10.1 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 User Customers, or their property as it employs to protect its own personnel, End User Customers and property, etc.

10.2 Each Party is responsible to provide security and privacy of communications. This entails protecting the confidential nature of Telecommunications transmissions between End User Customers 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 Customer 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 covering its employees on such security requirements and penalties.

10.3 The Parties' Telecommunications networks are part of the national security network, and as such, are 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. The Parties are responsible for covering their employees on such security requirements and penalties.

10.4 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.

10.5 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.

10.6 CenturyLink QC and Viaero Wireless employees, agents and vendors will display the identification/access card above the waist and visible at all times.

10.7 CenturyLink QC and Viaero Wireless shall ensure adherence by their employees, agents and vendors to all applicable CenturyLink QC 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.

10.8 Revenue Protection. CenturyLink QC shall make available to Viaero Wireless all present and future fraud prevention or revenue protection features. These features include, but are not limited to, screening codes, information digits '29' and '70' which indicate prison and COCOT pay phone originating line types respectively; call blocking of domestic, international, 800, 888, 900, NPA-976, 700 and 500 numbers.

10.8.1 Uncollectable or unbillable revenues resulting from, but not confined to, Provisioning, maintenance, or signal network routing errors shall be the responsibility of the Party causing such error or malicious acts, if such malicious acts could have reasonably been avoided.

10.8.2 To the extent that incremental costs are directly attributable to a revenue protection capability requested by Viaero Wireless, those costs will be borne by Viaero Wireless.

10.8.3 To the extent that either Party is liable to any toll provider for fraud and to the extent that either Party could have reasonably prevented such fraud, the Party who could have reasonably prevented such fraud must indemnify the other for any fraud due to compromise of its network (e.g., clip-on, missing information digits, missing toll restriction, etc.).

10.8.4 If CenturyLink QC becomes aware of potential fraud with respect to Viaero Wireless's accounts, CenturyLink QC will promptly inform Viaero Wireless and, and the direction of Viaero Wireless, take reasonable action to mitigate the fraud where such action is possible.

10.9 Law Enforcement Interface. CenturyLink QC provides emergency assistance to 911 centers and law enforcement agencies seven (7) Days a week/twenty-four (24) 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.

10.10 CenturyLink QC 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 Viaero Wireless, for any lines served from CenturyLink QC Wire Centers or cross boxes.

## **SECTION 11.0 - Intentionally Left Blank**

## **SECTION 12.0 - ACCESS TO OPERATIONAL SUPPORT SYSTEMS (OSS)**

### **12.1 Description**

12.1.1 CenturyLink QC has developed and shall continue to provide Operational Support System (OSS) interfaces using electronic gateways and manual processes. These gateways act as a mediation or control point between Viaero Wireless's and CenturyLink QC's OSS. These gateways provide security for the interfaces, protecting the integrity of the CenturyLink QC OSS and databases. CenturyLink QC's OSS interfaces have been developed to support Pre-ordering, Ordering and Provisioning, Maintenance and Repair and Billing. This section describes the interfaces and manual processes that CenturyLink QC has developed and shall provide to Viaero Wireless. Additional technical information and details shall be provided by CenturyLink QC in training sessions and documentation and support, such as the "Interconnect Mediated Access User's Guide." CenturyLink QC will continue to make improvements to the electronic interfaces as technology evolves, CenturyLink QC's legacy systems improve, or Viaero Wireless needs require. CenturyLink QC shall provide notification to Viaero Wireless consistent with existing practices.

12.1.2 Through its electronic gateways and manual processes, CenturyLink QC shall provide Viaero Wireless non-discriminatory access to CenturyLink QC's OSS for Pre-ordering, Ordering and Provisioning, Maintenance and Repair, and Billing functions. For those functions with a retail analogue, CenturyLink QC shall provide Viaero Wireless access to its OSS in substantially the same time and manner as it provides to itself. For those functions with no retail analogue, CenturyLink QC shall provide Viaero Wireless access to CenturyLink QC's OSS sufficient to allow an efficient competitor a meaningful opportunity to compete. CenturyLink QC shall deploy the necessary systems and personnel to provide sufficient access to each of the necessary OSS functions. CenturyLink QC shall provide assistance for Viaero Wireless to understand how to implement and use all of the available OSS functions. CenturyLink QC shall provide Viaero Wireless sufficient electronic and manual interfaces to allow Viaero Wireless equivalent access to all of the necessary OSS functions. Through its web site, training, disclosure documentation and development assistance, CenturyLink QC shall disclose to Viaero Wireless any internal business rules and other formatting information necessary to ensure that Viaero Wireless's requests and orders are processed efficiently. CenturyLink QC shall provide training to enable Viaero Wireless to devise its own course work for its own employees. Through its documentation available to Viaero Wireless, CenturyLink QC will identify how its interface differs from national guidelines or standards. CenturyLink QC shall provide OSS designed to accommodate both current demand and reasonably foreseeable demand.

### **12.2 OSS Support for Pre-Ordering, Ordering and Provisioning**

12.2.0 CenturyLink QC will establish interface contingency plans and disaster recovery plans for the interfaces described in this Section. CenturyLink QC will work cooperatively with Viaero Wireless through Service Management to consider any suggestions made by Viaero Wireless to improve or modify such plans. Viaero Wireless specific requests for modifications to such plans will be negotiated and mutually agreed upon between CenturyLink QC and Viaero Wireless.

#### **12.2.0.1 Ordering and Provisioning**

12.2.0.1.1 Ordering and Provisioning - CenturyLink QC will provide access to ordering and status functions. Viaero Wireless will populate the service request to identify what features, services, or elements it wishes CenturyLink QC to provision in accordance with CenturyLink QC's published business rules.

12.2.0.1.2 CenturyLink QC shall provide all Provisioning services to Viaero Wireless during the same business hours that CenturyLink QC provisions services for its End User Customers. CenturyLink QC will provide out-of-hours Provisioning services to Viaero Wireless on a non-discriminatory basis as it provides such Provisioning services to itself, its End User Customers, its Affiliates or any other Party. CenturyLink QC shall disclose the business rules regarding out-of-hours Provisioning on its wholesale web site.

12.2.0.1.3 When Viaero Wireless places a manual order, CenturyLink QC will provide Viaero Wireless with a manual Firm Order Confirmation notice. The confirmation notice will follow industry-standard formats.

12.2.0.1.4 Business rules regarding rejection of LSRs or ASRs are subject to the provisions of Access Service Ordering Guide (ASOG) and Local Service Ordering Guide (LSOG).

## **12.2.1 Ordering Process**

### **12.2.1.1 Local Service Request (LSR)**

12.2.1.1.1 CenturyLink QC shall provide electronic interface gateways for submission of LSRs, including both an application to application interface and a Graphical User Interface (GUI).

12.2.1.1.2 The interface guidelines for the application to application interface are based upon the Order & Billing Forum (OBF) Local Service Order Guidelines (LSOG), and the appropriate electronic transmission standards. Exceptions to the above guidelines/standards shall be specified in the Interconnect Mediated Access (IMA) disclosure documents.

12.2.1.1.3 The GUI shall provide a single interface for Pre-Order and Order transactions from Viaero Wireless to CenturyLink QC and is browser based. The GUI interface shall be based on the LSOG and utilizes a WEB standard technology, Hyper Text Markup Language (HTML), JAVA and the Transmission Control Protocol/Internet Protocol (TCP/IP) to transmit messages.

12.2.1.1.4 Functions Pre-Ordering - CenturyLink QC will provide real time, electronic access to pre-order functions to support Viaero Wireless's ordering via the electronic interfaces described herein.

12.2.1.1.5 When Viaero Wireless places an electronic order, CenturyLink QC will provide Viaero Wireless with an electronic Firm Order Confirmation notice (FOC). The FOC will follow industry-standard formats and contain the

CenturyLink QC Due Date for order completion. Upon completion of the order, CenturyLink QC will provide Viaero Wireless with an electronic completion notice which follows industry-standard formats and which states when the order was completed. CenturyLink QC supplies two (2) separate completion notices: 1) service order completion (SOC) which notifies Viaero Wireless that the service order record has been completed, and 2) Billing completion that notifies Viaero Wireless that the service order has posted to the Billing system.

12.2.1.1.6 When Viaero Wireless places an electronic order, CenturyLink QC shall provide notification electronically of any instances when (1) CenturyLink QC's Committed Due Dates are in jeopardy of not being met by CenturyLink QC on any service or (2) an order is rejected.

12.2.1.1.7 When Viaero Wireless places a manual order, CenturyLink QC shall provide notification of any instances when (1) CenturyLink QC's Committed Due Dates are in jeopardy of not being met by CenturyLink QC on any service or (2) an order is rejected.

12.2.1.1.8 Dial-Up Capabilities

12.2.1.1.8.1 When Viaero Wireless requests from CenturyLink QC more than fifty (50) SecurIDs for use by Viaero Wireless Customer service representatives at a single Viaero Wireless location, Viaero Wireless shall use a T1 line instead of dial-up access at that location. If Viaero Wireless is obtaining the line from CenturyLink QC, then Viaero Wireless shall be able to use SecurIDs until such time as CenturyLink QC provisions the T1 line and the line permits pre-order and order information to be exchanged between CenturyLink QC and Viaero Wireless.

12.2.1.2 Access Service Request (ASR)

12.2.1.2.1 CenturyLink QC shall provide a computer-to-computer batch file interface, an application to application interface and a GUI interface, for submission of ASRs based upon the OBF Access Service Order Guidelines (ASOG). CenturyLink QC shall supply exceptions to these guidelines in writing in sufficient time for Viaero Wireless to adjust system requirements.

12.2.1.2.2 Functions Pre-Ordering. CenturyLink QC will provide real time, electronic access to pre-order functions to support Viaero Wireless's ordering via the electronic interfaces described herein. CenturyLink QC will make the following real time pre-order functions available to Viaero Wireless:

12.2.1.2.2.1 Service Address validation;

12.2.1.2.2.2 CFA validation;

12.2.1.2.2.3 NC-NCI validation;

12.2.1.2.2.4 BAN validation; and

12.2.1.2.2.5 CLLI validation.

12.2.1.2.3 When Viaero Wireless places an electronic or manual order, CenturyLink QC shall provide notification of any instances when (1) CenturyLink QC's Committed Due Dates are in jeopardy of not being met by CenturyLink QC on any service or (2) an order is rejected.

12.2.1.2.4 When Viaero Wireless places an electronic order, CenturyLink QC will provide Viaero Wireless with an electronic Firm Order Confirmation notice (FOC). The FOC will follow industry-standard formats and contain the CenturyLink QC Due Date for order completion.

## **12.2.2 Maintenance and Repair**

12.2.2.1 CenturyLink QC shall provide electronic interface gateways, including an Electronic Bonding interface and a GUI interface, for reviewing trouble history of a specific circuit, conducting testing where applicable, and reporting trouble to facilitate the exchange of updated information and progress reports between CenturyLink QC and Viaero Wireless while the Trouble Report (TR) is open and a CenturyLink QC technician is working on the resolution. Viaero Wireless may also report trouble through manual processes. For designed services, the TR will not be closed prior to verification by Viaero Wireless that trouble is cleared.

## **12.2.3 Interface Availability**

12.2.3.1 CenturyLink QC shall make its OSS interfaces available to Viaero Wireless.

12.2.3.2 CenturyLink QC shall notify Viaero Wireless in a timely manner regarding system downtime through mass email distribution and pop-up windows as applicable.

## **12.2.4 Billing**

12.2.4.1 For products billed out of the CenturyLink QC Interexchange Access Billing System (IABS), CenturyLink QC will utilize the existing CABS/BOS format and technology for the transmission of bills.

12.2.4.2 For products billed out of the CenturyLink QC Customer Record Information System (CRIS), CenturyLink QC will utilize the existing EDI standard for the transmission of monthly local Billing information. EDI is an established standard under the auspices of the ANSI/ASC X12 Committee. A proper subset of this specification has been adopted by the Telecommunications Industry Forum (TCIF) as the "811 Guidelines" specifically for the purposes of Telecommunications Billing. Any deviance from these standards and guidelines shall be documented and accessible to Viaero Wireless.

## **12.2.5 Outputs**

Output information will be provided to Viaero Wireless in the form of bills. Bills will capture all regular monthly and incremental/usage charges and present them in a summarized format.

12.2.5.1 The IABS Bill represents a monthly summary of charges. This 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.

**12.2.6 Intentionally Left Blank.****12.2.7 Viaero Wireless Responsibilities for Implementation of OSS Interfaces**

12.2.7.1 Before Viaero Wireless implementation can begin, Viaero Wireless must completely and accurately answer the New Customer Questionnaire as required in Section 3.2.

12.2.7.2 Once CenturyLink QC receives a complete and accurate New Customer Questionnaire, CenturyLink QC and Viaero Wireless will mutually agree upon time frames for implementation of connectivity between Viaero Wireless and the OSS interfaces.

**12.2.8 CenturyLink QC Responsibilities for On-going Support for OSS Interfaces**

CenturyLink QC will support previous application-to-application releases for six (6) months after the next subsequent release has been deployed.

12.2.8.1 CenturyLink QC will provide written notice to Viaero Wireless of the need to migrate to a new release.

12.2.8.2 CenturyLink QC will provide an Implementation Coordinator to work with Viaero Wireless for business scenario re-certification, migration and data conversion strategy definition.

12.2.8.3 Re-certification is the process by which Viaero Wireless demonstrates the ability to generate correct functional transactions for enhancements not previously certified. CenturyLink QC will provide the suite of tests for re-certification to Viaero Wireless with the issuance of the disclosure document.

12.2.8.4 CenturyLink QC shall provide training mechanisms for Viaero Wireless to pursue in educating its internal personnel. CenturyLink QC shall provide training necessary for Viaero Wireless to use CenturyLink QC's OSS interfaces and to understand CenturyLink QC's documentation, including CenturyLink QC's business rules.

**12.2.9 Viaero Wireless Responsibilities for On-going Support for OSS Interfaces**

12.2.9.1 If using the GUI interface, Viaero Wireless will take reasonable efforts to train Viaero Wireless personnel on the GUI functions that Viaero Wireless will be using.

12.2.9.2 An application-to-application exchange protocol will be used to transport electronically-formatted content. Viaero Wireless must perform certification testing of exchange protocol prior to using the application-to-application interface.

12.2.9.3 CenturyLink QC will provide Viaero Wireless with access to a stable testing environment that mirrors production to certify that its OSS will be capable of interacting smoothly and efficiently with CenturyLink QC's OSS. CenturyLink QC has established the following test processes to assure the implementation of a solid interface between CenturyLink QC and Viaero Wireless:

12.2.9.3.1 Connectivity Testing – Viaero Wireless and CenturyLink QC will conduct connectivity testing. This test will establish the ability of the trading partners to send and receive electronic messages effectively. This test verifies the communications between the trading partners. Connectivity is established during each phase of the implementation cycle. This test is also conducted prior to controlled production and before going live in the production environment if Viaero Wireless or CenturyLink QC has implemented environment changes when moving into production.

12.2.9.3.2 Stand-Alone Testing Environment (SATE) –regression testing: CenturyLink QC's stand-alone testing environment will take pre-order and order requests, pass them to the stand-alone database, and return responses to Viaero Wireless during its development and implementation of the application-to-application interface regression testing SATE provides Viaero Wireless the opportunity to validate its technical development efforts built via CenturyLink QC documentation without the need to schedule test times. This testing verifies Viaero Wireless's ability to send correctly formatted electronic transactions through the IMA system edits successfully for both new and existing releases. SATE uses test account data supplied by CenturyLink QC. CenturyLink QC will make additions to the test beds and test accounts as it introduces new OSS electronic interface capabilities, including support of new products and services, new interface features, and functionalities. All SATE pre-order queries and orders are subjected to the same edits as production pre-order and order transactions. This testing phase is optional.

12.2.9.3.3 SATE–progression testing: Viaero Wireless has the option of participating with CenturyLink QC in progression testing to provide Viaero Wireless with the opportunity to validate technical development efforts and to quantify processing results. Progression testing provides Viaero Wireless the opportunity to validate its technical development efforts built via CenturyLink QC documentation without the need to schedule test times. This testing verifies Viaero Wireless's ability to send correctly formatted electronic transactions through the IMA system edits successfully for both new and existing releases. SATE uses test account data supplied by CenturyLink QC. CenturyLink QC will make additions to the test beds and test accounts as it introduces new OSS electronic interface capabilities, including support of new products and services, new interface features, and functionalities. All SATE pre-order queries and orders are subjected to the same edits as production pre-order and order transactions. This testing phase is required.

12.2.9.3.4 Controlled Production – CenturyLink QC and Viaero Wireless will perform controlled production. The controlled production process is designed to validate the ability of Viaero Wireless to transmit electronic data that completely meets the appropriate electronic transmission standards and complies with all CenturyLink QC business rules. Controlled production consists of the controlled submission of actual Viaero Wireless production requests to the CenturyLink QC production environment. CenturyLink QC treats these pre-order queries and orders as production pre-order and order transactions. CenturyLink QC and Viaero Wireless use controlled production results to determine operational readiness. Controlled production requires the use of valid account and order data. All certification orders are considered to be live orders and will be

provisioned.

12.2.9.3.5 If Viaero Wireless is using the application-to-application interface, CenturyLink QC shall provide Viaero Wireless with a pre-allotted amount of time to complete certification of its business scenarios. CenturyLink QC will allow Viaero Wireless a reasonably sufficient amount of time during the day and a reasonably sufficient number of days during the week to complete certification of its business scenarios consistent with Viaero Wireless's business plan. It is the sole responsibility of Viaero Wireless to schedule an appointment with CenturyLink QC for certification of its business scenarios. Viaero Wireless must make every effort to comply with the agreed upon dates and times scheduled for the certification of its business scenarios. If the certification of business scenarios is delayed due to Viaero Wireless, it is the sole responsibility of Viaero Wireless to schedule new appointments for certification of its business scenarios. CenturyLink QC will make reasonable efforts to accommodate Viaero Wireless schedule. Conflicts in the schedule could result in certification being delayed. If a delay is due to CenturyLink QC, CenturyLink QC will honor Viaero Wireless's schedule through the use of alternative hours.

12.2.9.4 If Viaero Wireless is using the application-to-application interface, Viaero Wireless must work with CenturyLink QC to certify the business scenarios that Viaero Wireless will be using in order to ensure successful transaction processing. CenturyLink QC and Viaero Wireless shall mutually agree to the business scenarios for which Viaero Wireless requires certification. Certification will be granted for the specified release of the interface. If Viaero Wireless is certifying multiple products or services, Viaero Wireless has the option of certifying those products or services serially or in parallel where Technically Feasible.

12.2.9.4.1 For a new software release or upgrade, CenturyLink QC will provide Viaero Wireless a stable testing environment that mirrors the production environment in order for Viaero Wireless to test the new release. For software releases and upgrades, CenturyLink QC has implemented the testing processes set forth in Sections 12.2.9.3.2, 12.2.9.3.3 and 12.2.9.3.4.

12.2.9.5 New releases of the application-to-application interface may require re-certification of some or all business scenarios. A determination as to the need for re-certification will be made by the CenturyLink QC coordinator in conjunction with the release manager of each IMA release. Notice of the need for re-certification will be provided to Viaero Wireless as the new release is implemented. The suite of re-certification test scenarios will be provided to Viaero Wireless with the disclosure document. If Viaero Wireless is certifying multiple products or services, Viaero Wireless has the option of certifying those products or services serially or in parallel, where Technically Feasible.

12.2.9.6 Viaero Wireless will contact the CenturyLink QC Implementation Coordinator to initiate the migration process. Viaero Wireless may not need to certify to every new IMA application-to-application release, however, Viaero Wireless must complete the re-certification and migration to the new release within six (6) months of the deployment of the new release. Viaero Wireless will use reasonable efforts to provide sufficient support and personnel to ensure that issues that arise in migrating to the new release are handled in a timely manner.

12.2.9.6.1 The following rules apply to initial development and certification of IMA application-to-application interface versions and migration to subsequent application-to-application interface versions:

12.2.9.6.1.1 SATE regression or SATE progression interoperability testing must begin on the prior release before the next release is implemented. Otherwise, Viaero Wireless will be required to move its implementation plan to the next release.

12.2.9.6.1.2 New IMA application-to-application users must be certified and in production with at least one (1) product and one (1) order activity type on a prior release two (2) months after the implementation of the next release. Otherwise, Viaero Wireless will be required to move its implementation plan to the next release.

12.2.9.6.1.3 Any IMA application-to-application user that has been placed into production on the prior release not later than two (2) months after the next release implementation may continue certifying additional products and activities until two (2) months prior to the retirement of the release. To be placed into production, the products/order activities must have been tested in the SATE before two (2) months after the implementation of the next release.

12.2.9.7 Viaero Wireless will be expected to execute the re-certification test cases in the stand alone test environment. Viaero Wireless will provide Purchase Order Numbers (PONs) of the successful test cases to CenturyLink QC.

## **12.2.10 Viaero Wireless Support**

12.2.10.1 CenturyLink QC shall provide documentation and assistance for Viaero Wireless to understand how to implement and use all of the available OSS functions. CenturyLink QC shall provide to Viaero Wireless in writing any internal business rules and other formatting information necessary to ensure that Viaero Wireless's requests and orders are processed efficiently. This assistance will include, but is not limited to, contacts to the Viaero Wireless account team, training, documentation, and Wholesale Help Desk. CenturyLink QC will also supply Viaero Wireless with an escalation level contact list in the event issues are not resolved via contacts to the Viaero Wireless account team, training, documentation and Wholesale Systems Help Desk.

### **12.2.10.2 Wholesale Systems Help Desk**

12.2.10.2.1 The Wholesale Systems Help Desk will provide a single point of entry for Viaero Wireless to gain assistance in areas involving connectivity, system availability, and file outputs. The Wholesale Systems Help Desk areas are further described below.

12.2.10.2.1.1 Connectivity covers trouble with Viaero Wireless's access to the CenturyLink QC system for hardware configuration requirements with relevance to application-to-application and GUI interfaces; software configuration requirements with relevance to application-to-application and GUI interfaces; modem configuration requirements, T1 configuration

and dial-in string requirements, firewall access configuration, web-services configuration, SecurID configuration, Profile Setup, and password verification.

12.2.10.2.1.2 System Availability covers system errors generated during an attempt by Viaero Wireless to place orders or open trouble reports through application-to-application and GUI interfaces. These system errors are limited to: Design Services and Repair.

12.2.10.2.1.3 File Outputs covers Viaero Wireless's output files and reports produced from its usage and order activity. File outputs system errors are limited to: IABS Bill.

12.2.10.3 Additional assistance to Viaero Wireless is available through various public web sites. These web sites provide electronic interface training information and user documentation and technical specifications and are located on CenturyLink QC's wholesale web site. CenturyLink QC will provide Interconnect Service Center Help Desks which will provide a single point of contact for Viaero Wireless to gain assistance in areas involving order submission and manual processes.

#### **12.2.11 Compensation/Cost Recovery**

Recurring and nonrecurring OSS charges, as applicable, will be billed at rates set forth in Exhibit A. Any such rates will be consistent with Existing Rules. CenturyLink QC shall not impose any recurring or nonrecurring OSS charges unless and until the Commission approves such rates or until such rates go into effect by operation of law.

### **12.3 Maintenance and Repair**

#### **12.3.1 Service Levels**

12.3.1.1 CenturyLink QC will provide repair and maintenance for all services covered by this Agreement in substantially the same time and manner as that which CenturyLink QC provides for itself, its End User Customers, its Affiliates, or any other party. CenturyLink QC shall provide Viaero Wireless repair status information in substantially the same time and manner as CenturyLink QC provides for its retail services.

12.3.1.2 During the term of this Agreement, CenturyLink QC will provide necessary maintenance business process support to allow Viaero Wireless to provide similar service quality to that provided by CenturyLink QC to itself, its End User Customers, its Affiliates, or any other party.

12.3.1.3 CenturyLink QC will perform repair service that is substantially the same in timeliness and quality to that which it provides to itself, its End User Customers, its Affiliates, or any other party. Trouble calls from Viaero Wireless shall receive response time priority that is substantially the same as that provided to CenturyLink QC, its End User Customers, its Affiliates, or any other party and shall be handled in a nondiscriminatory manner.

**12.3.2 Intentionally Left Blank.****12.3.3 Service Interruptions**

12.3.3.1 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 the plant of the other Party, its affiliated companies, or its connecting concurring Carriers involved in its services; 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".

12.3.3.2 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 Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service.

12.3.3.3 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.

12.3.3.4 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.

12.3.3.5 Before either Party reports a trouble condition, it shall use its best efforts to isolate the trouble to the other's facilities.

12.3.3.5.1 In cases where a trouble condition affects a significant portion of the other's service, the Parties shall assign the same priority provided to Viaero Wireless as itself, its End User Customers, its Affiliates, or any other party.

12.3.3.5.2 The Parties shall cooperate in isolating trouble conditions.

**12.3.4 Trouble Isolation**

12.3.4.1 Viaero Wireless is responsible for its own End User Customer base and will have the responsibility for resolution of any service trouble report(s) from its End User Customers. Viaero Wireless will perform trouble isolation on services it provides to its End User Customers to the extent the capability to perform such trouble isolation is available to Viaero Wireless, prior to reporting trouble to CenturyLink QC. Viaero Wireless shall have access for testing purposes at the Demarcation Point, or Point of Interface. CenturyLink QC will work cooperatively with Viaero Wireless to resolve

trouble reports when the trouble condition has been isolated and found to be within a portion of CenturyLink QC's network. CenturyLink QC and Viaero Wireless will report trouble isolation test results to the other. Each Party shall be responsible for the costs of performing trouble isolation on its facilities, subject to Section 12.3.4.2.

12.3.4.2 When Viaero Wireless elects not to perform trouble isolation and CenturyLink QC performs tests at Viaero Wireless request, a Maintenance of Service Charge or a Trouble Isolation Charge shall apply if the trouble is not in CenturyLink QC's facilities, including CenturyLink QC's facilities leased by Viaero Wireless. Maintenance of Service charges are set forth in Exhibit A. When trouble is found on CenturyLink QC's side of the Demarcation Point, or Point of Interface during the investigation of the initial or repeat trouble report for the same line or circuit within thirty (30) Days, Maintenance of Service charges shall not apply.

### **12.3.5 Intentionally Left Blank.**

### **12.3.6 Testing/Test Requests/Coordinated Testing**

12.3.6.1 Where Viaero Wireless does not have the ability to diagnose and isolate trouble on a CenturyLink QC line, circuit, or service provided in this Agreement that Viaero Wireless is utilizing to serve an End User Customer, CenturyLink QC will conduct testing, to the extent testing capabilities are available to CenturyLink QC, to diagnose and isolate a trouble in substantially the same time and manner that CenturyLink QC provides for itself, its End User Customers, its Affiliates, or any other party.

12.3.6.2 Prior to CenturyLink QC conducting a test on a line, circuit, or service provided in this Agreement that Viaero Wireless is utilizing to serve an End User Customer, CenturyLink QC must receive a trouble report from Viaero Wireless.

12.3.6.3 On manually reported trouble for designed services provided in this Agreement, CenturyLink QC will provide Viaero Wireless test results upon request. For electronically reported trouble, CenturyLink QC will provide Viaero Wireless with the ability to obtain basic test results in substantially the same time and manner that CenturyLink QC provides for itself, its End User Customers, its Affiliates, or any other party.

12.3.6.4 Viaero Wireless shall isolate the trouble condition to CenturyLink QC's portion of the line, circuit, or service provided in this Agreement before CenturyLink QC accepts a trouble report for that line, circuit or service. Once CenturyLink QC accepts the trouble report from Viaero Wireless, CenturyLink QC shall process the trouble report in substantially the same time and manner as CenturyLink QC does for itself, its End User Customers, its Affiliates, or any other party.

### **12.3.7 Work Center Interfaces**

12.3.7.1 CenturyLink QC and Viaero Wireless shall work cooperatively to develop positive, close working relationships among corresponding work centers involved in the trouble resolution processes.

### 12.3.8 Misdirected Repair Calls

12.3.8.1 Viaero Wireless and CenturyLink QC will employ the following procedures for handling misdirected repair calls:

12.3.8.1.1 Viaero Wireless and CenturyLink QC will provide their respective End User Customers with the correct telephone numbers to call for access to their respective repair bureaus.

12.3.8.1.2 End User Customers of Viaero Wireless shall be instructed to report all cases of trouble to Viaero Wireless. End User Customers of CenturyLink QC shall be instructed to report all cases of trouble to CenturyLink QC.

12.3.8.1.3 To the extent the correct provider can be determined, misdirected repair calls will be referred to the proper provider of Basic Exchange Telecommunications Service.

12.3.8.1.4 Viaero Wireless and CenturyLink QC will provide their respective repair contact numbers to one another on a reciprocal basis.

12.3.8.1.5 In responding to repair calls, Viaero Wireless's End User Customers contacting CenturyLink QC in error will be instructed to contact Viaero Wireless; and CenturyLink QC's End User Customers contacting Viaero Wireless in error will be instructed to contact CenturyLink QC. In responding to calls, neither Party shall make disparaging remarks about each other. To the extent the correct provider can be determined, misdirected calls received by either Party will be referred to the proper provider of local Exchange Service; however, nothing in this Agreement shall be deemed to prohibit CenturyLink QC or Viaero Wireless from discussing its products and services with Viaero Wireless's or CenturyLink QC's End User Customers who call the other Party.

### 12.3.9 Major Outages/Restoral/Notification

12.3.9.1 CenturyLink QC will notify Viaero Wireless of major network outages in substantially the same time and manner as it provides itself, its End User Customers, its Affiliates, or any other party. This notification will be via e-mail to Viaero Wireless's identified contact. With the minor exception of certain Proprietary Information such as Customer information, CenturyLink QC 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 schedule as is provided internally within CenturyLink QC. The email notification schedule shall consist of initial report of abnormal condition and estimated restoration time/date, abnormal condition updates, and final disposition. Service restoration will be non-discriminatory, and will be accomplished as quickly as possible according to CenturyLink QC and/or industry standards.

12.3.9.2 CenturyLink QC's emergency restoration process operates on a 7X24 basis.

**12.3.10 Protective Maintenance**

12.3.10.1 CenturyLink QC will perform scheduled maintenance of substantially the same type and quality to that which it provides to itself, its End User Customers, its Affiliates, or any other party.

12.3.10.2 CenturyLink QC will work cooperatively with Viaero Wireless to develop industry-wide processes to provide as much notice as possible to Viaero Wireless of pending maintenance activity. CenturyLink QC shall provide notice of potentially Viaero Wireless Customer impacting maintenance activity, to the extent CenturyLink QC can determine such impact, and negotiate mutually agreeable dates with Viaero Wireless in substantially the same time and manner as it does for itself, its End User Customers, its Affiliates, or any other party.

12.3.10.3 CenturyLink QC shall advise Viaero Wireless of non-scheduled maintenance, testing, monitoring, and surveillance activity to be performed by CenturyLink QC on any services, including, to the extent CenturyLink QC can determine, any hardware, equipment, software, or system providing service functionality which may potentially impact Viaero Wireless and/or Viaero Wireless End User Customers. CenturyLink QC shall provide the maximum advance notice of such non-scheduled maintenance and testing activity possible, under the circumstances; provided, however, that CenturyLink QC shall provide emergency maintenance as promptly as possible to maintain or restore service and shall advise Viaero Wireless promptly of any such actions it takes.

**12.3.11 Hours of Coverage**

12.3.11.1 CenturyLink QC's repair operation is seven (7) Days a week, twenty-four (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, CenturyLink QC's repair operations center (always available 7X24) can call-out technicians or other personnel required for the identified situation.

**12.3.12 Escalations**

12.3.12.1 CenturyLink QC will provide trouble escalation procedures to Viaero Wireless. Such procedures will be substantially the same type and quality as CenturyLink QC employs for itself, its End User Customers, its Affiliates, or any other party. CenturyLink QC escalations are manual processes.

12.3.12.2 CenturyLink QC repair escalations may be initiated by either calling the trouble reporting center or through the electronic interfaces. Escalations sequence through five tiers: tester, duty supervisor, manager, director, vice president. The first escalation point is the tester. Viaero Wireless may request escalation to higher tiers in its sole discretion. Escalations status is available through telephone and the electronic interfaces. Electronic escalation is not available for non-designed products.

12.3.12.3 CenturyLink QC shall handle chronic troubles on non-designed services, which are those greater than three (3) troubles in a rolling thirty (30) Day period, pursuant to Section 12.2.2.1.

**12.3.13 Dispatch**

12.3.13.1 CenturyLink QC will provide maintenance dispatch personnel in substantially the same time and manner as it provides for itself, its End User Customers, its Affiliates, or any other party.

12.3.13.2 Upon the receipt of a trouble report from Viaero Wireless, CenturyLink QC will follow internal processes and industry standards, to resolve the repair condition. CenturyLink QC will dispatch repair personnel on occasion to repair the condition. It will be CenturyLink QC's decision whether or not to send a technician out on a dispatch. CenturyLink QC reserves the right to make this dispatch decision based on the best information available to it in the trouble resolution process. It is not always necessary to dispatch to resolve trouble; should Viaero Wireless require a dispatch when CenturyLink QC believes the dispatch is not necessary, appropriate charges will be billed by CenturyLink QC to Viaero Wireless for those dispatch-related costs in accordance with Exhibit A if CenturyLink QC can demonstrate that the dispatch was in fact unnecessary to the clearance of trouble or the trouble is identified to be caused by Viaero Wireless facilities or equipment.

**12.3.14 Electronic Reporting**

12.3.14.1 Viaero Wireless may submit Trouble Reports through the Electronic Bonding or GUI interfaces provided by CenturyLink QC.

12.3.14.2 Manually reported trouble tickets cannot be accessed by Viaero Wireless through electronic interfaces until the ticket has been closed. Viaero Wireless will only be able to view the history on the account. Tickets created electronically in CEMR (Customer Electronic Maintenance and Repair) can be monitored from the time the ticket has been created until it is closed as well as to view the account history.

**12.3.15 Intervals/Parity**

12.3.15.1 Similar trouble conditions, whether reported on behalf of CenturyLink QC End User Customers or on behalf of Viaero Wireless End User Customers, will receive commitment intervals in substantially the same time and manner as CenturyLink QC provides for itself, its End User Customers, its Affiliates, or any other party.

**12.3.16 Jeopardy Management**

12.3.16.1 CenturyLink QC will notify Viaero Wireless, in substantially the same time and manner as CenturyLink QC provides this information to itself, its End User Customers, its Affiliates, or any other party, that a trouble report commitment (appointment or interval) has been or is likely to be missed. At Viaero Wireless option, notification may be sent by email or fax through the electronic interface. Viaero Wireless may telephone CenturyLink QC repair center or use the electronic interfaces to obtain jeopardy status. A jeopardy, caused by either Viaero Wireless or CenturyLink QC, endangers completing provisioning and/or installation processes and impacts meeting the schedule due date of Viaero Wireless's service request. When Viaero Wireless's service-request is in jeopardy, CenturyLink QC notifies Viaero Wireless via a status update, email, Jeopardy Notification, telephone call, and/or a FOC (Firm Order Confirmation). The purpose of the jeopardy notification is to identify jeopardy conditions

to Viaero Wireless that impact meeting the scheduled due date of Viaero Wireless's service requests.

#### **12.3.17      Trouble Screening**

12.3.17.1      Viaero Wireless shall screen and test its End User Customer trouble reports completely enough to insure, to the extent possible, that it sends to CenturyLink QC only trouble reports that involve CenturyLink QC facilities. For services and facilities where the capability to test all or portions of the CenturyLink QC network service or facility rest with CenturyLink QC, CenturyLink QC will then perform test isolation and test the service and facility on behalf of Viaero Wireless.

#### **12.3.18      Maintenance Standards**

12.3.18.1      CenturyLink QC will cooperate with Viaero Wireless to meet the maintenance standards outlined in this Agreement.

12.3.18.2      On manually reported trouble, CenturyLink QC will inform Viaero Wireless of repair completion in substantially the same time and manner as CenturyLink QC provides to itself, its End User Customers, its Affiliates, or any other party. On electronically reported trouble reports the electronic system will automatically update status information, including trouble completion, across the joint electronic gateway as the status changes.

#### **12.3.19      End User Customer Interface Responsibilities**

12.3.19.1      Viaero Wireless will be responsible for all interactions with its End User Customers including service call handling and notifying its End User Customers of trouble status and resolution.

12.3.19.2      All CenturyLink QC employees who perform repair service for Viaero Wireless End User Customers will be trained in non-discriminatory behavior.

12.3.19.3      CenturyLink QC will recognize the designated Viaero Wireless as the Customer of Record for all services ordered by Viaero Wireless and will send all notices, invoices and pertinent information directly to Viaero Wireless. Except as otherwise specifically provided in this Agreement, Customer of Record shall be CenturyLink QC's single and sole point of contact for all Viaero Wireless End User Customers.

#### **12.3.20      Repair Call Handling**

12.3.20.1      Manually-reported repair calls by Viaero Wireless to CenturyLink QC will be answered with the same quality and speed as CenturyLink QC answers calls from its own End User Customers.

#### **12.3.21      Single Point of Contact**

12.3.21.1      CenturyLink QC will provide a single point of contact for Viaero Wireless to report maintenance issues and trouble reports seven (7) Days a week, twenty-four (24) hours a day. A single 7X24 trouble reporting telephone number will be provided to Viaero Wireless for each category of trouble situation being encountered.

**12.3.22 Network Information**

12.3.22.1 CenturyLink QC maintains an information database, available to Viaero Wireless for the purpose of allowing Viaero Wireless to obtain information about CenturyLink QC's NPAs, LATAs, Access Tandem Switches and Central Offices.

12.3.22.2 This database is known as the ICONN database, available to Viaero Wireless via CenturyLink QC's web site.

12.3.22.3 Customer Proprietary Network Information (CPNI) and NXX activity reports are also included in this database.

12.3.22.4 ICONN data is updated in substantially the same time and manner as CenturyLink QC updates the same data for itself, its End User Customers, its Affiliates, or any other party.

**12.3.23 Maintenance Windows**

12.3.23.1 Generally, CenturyLink QC performs major Switch maintenance activities off-hours, during certain "maintenance windows". Major Switch maintenance activities include Switch conversions, Switch generic upgrades and Switch equipment additions.

12.3.23.2 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., Mountain Time. Although CenturyLink QC normally does major Switch maintenance during the above maintenance window, there will be occasions where this will not be possible. CenturyLink QC will provide notification of any and all maintenance activities that may impact Viaero Wireless ordering practices such as embargoes, moratoriums, and quiet periods in substantially the same time and manner as CenturyLink QC provides this information to itself, its End User Customers, its Affiliates, or any other party.

12.3.23.3 Planned generic upgrades to CenturyLink QC Switches are included in the ICONN database, available to Viaero Wireless via CenturyLink QC's web site.

**12.3.24 Switch and Frame Conversion Service Order Practices**

12.3.24.1 Switch Conversions. Switch conversion activity generally consists of the removal of one switch and its replacement with another. Generic Switch software or hardware upgrades, the addition of switch line and trunk connection hardware and the addition of capacity to a Switch do not constitute Switch conversions.

12.3.24.2 Frame Conversions. Frame conversions are generally the removal and replacement of one or more frames, upon which the Switch Ports terminate.

12.3.24.3 Conversion Date. The "Conversion Date" is a Switch or frame conversion planned day of cut-over to the replacement frame(s) or Switch. The actual conversion time typically is set for midnight of the Conversion Date. This may cause the actual Conversion Date to migrate into the early hours of the day after the planned Conversion Date.

12.3.24.4 Conversion Embargoes. A Switch or frame conversion embargo is the time period that the switch or frame trunk side facility connections are frozen to facilitate conversion from one switch or frame to another with minimal disruption to the End User Customer or Viaero Wireless services. During the embargo period, CenturyLink QC will reject orders for trunk side facilities (see Section 12.3.24.4.1) other than conversion orders described in Section 12.3.24.4.3. Notwithstanding the foregoing and to the extent CenturyLink QC provisions trunk or trunk facility related service orders for itself, its End User Customers, its Affiliates, or any other party during embargoes, CenturyLink QC shall provide Viaero Wireless the same capabilities.

12.3.24.4.1 ASRs for switch or frame trunk side facility augments to capacity or changes to Switch or frame trunk side facilities must be issued by Viaero Wireless with a Due Date prior to or after the appropriate embargo interval as identified in the ICONN database. CenturyLink QC shall reject Switch or frame trunk side ASRs to augment capacity or change facilities issued by Viaero Wireless or CenturyLink QC, its End User Customers, its Affiliates or any other party during the embargo period, regardless of the order's Due Date except for conversion ASRs described in Section 12.3.24.4.3.

12.3.24.4.2 For switch and trunk side frame conversions, CenturyLink QC shall provide Viaero Wireless with conversion trunk group service requests (TGSR) no less than ninety (90) Days before the Conversion Date.

12.3.24.4.3 For switch and trunk side frame conversions, Viaero Wireless shall issue facility conversion ASRs to CenturyLink QC no later than thirty (30) Days before the Conversion Date for like-for-like, where Viaero Wireless mirrors their existing circuit design from the old Switch or frame to the new Switch or frame, and sixty (60) Days before the Conversion Date for addition of trunk capacity or modification of circuit characteristics (i.e., change of AML to B8ZS).

12.3.24.5 Frame Embargo Period. During frame conversions, service orders and ASRs shall be subject to an embargo period for services and facilities connected to the affected frame. For conversion of trunks where Viaero Wireless mirrors their existing circuit design from the old frame to the new frame on a like-for-like basis, such embargo period shall extend from thirty (30) Days prior to the Conversion Date until five (5) Days after the Conversion Date. If Viaero Wireless requests the addition of trunk capacity or modification of circuit characteristics (i.e., change of AML to B8ZS) to the new frame, new facility ASRs shall be placed, and the embargo period shall extend from sixty (60) Days prior to the Conversion Date until five (5) Days after the Conversion Date. Prior to instituting an embargo period, CenturyLink QC shall identify the particular dates and locations for frame conversion embargo periods in its ICONN database in substantially the same time and manner as CenturyLink QC notifies itself, its End User Customers, Affiliates, or any other party.

12.3.24.6 Switch Embargo Period. During Switch conversions, service orders and ASRs shall be subject to an embargo period for services and facilities associated with the trunk side of the switch. For conversion of trunks where Viaero Wireless mirrors their existing circuit design from the old Switch to the new Switch on a like-for-like basis, such embargo period shall extend from thirty (30) Days prior to the Conversion Date until five (5) Days after the Conversion Date. If Viaero Wireless requests the addition of trunk capacity or modification of circuit characteristics to the new Switch, new facility ASRs

shall be placed, and the embargo period shall extend from sixty (60) Days prior to the Conversion Date until five (5) Days after the Conversion Date. Prior to instituting an embargo period, CenturyLink QC shall identify the particular dates and locations for Switch conversion embargo periods in its ICONN database in substantially the same time and manner as CenturyLink QC notifies itself, its End User Customers, Affiliates, or any other party.

12.3.24.7 Switch and Frame Conversion Quiet Periods for LSRs. Switch and frame conversion quiet periods are the time period within which LSRs may not contain Due Dates, with the exception of LSRs that result in disconnect orders, including those related to LNP orders, record orders, Billing change orders for non-switched products, and emergency orders.

12.3.24.7.1 LSRs of any kind issued during Switch or frame conversion quiet periods create the potential for loss of End User Customer service due to manual operational processes caused by the Switch or frame conversion. LSRs of any kind issued during the Switch or frame conversion quiet periods will be handled as set forth below, with the understanding that CenturyLink QC shall use its best efforts to avoid the loss of End User Customer service. Such best efforts shall be substantially the same time and manner as CenturyLink QC uses for itself, its End User Customers, its Affiliates, or any other party.

12.3.24.7.2 The quiet period for Switch conversions, where no LSRs except those requesting order activity described in 12.3.24.7 are processed for the affected location, extends from five (5) Days prior to conversion until two (2) Days after the conversion and is identified in the ICONN database.

12.3.24.7.3 The quiet period for frame conversions, where no LSRs except those requesting order activity described in 12.3.24.7 are processed or the affected location, extends from five (5) Days prior to conversion until two (2) Days after the conversion.

12.3.24.7.4 LSRs, except those requesting order activity described in 12.3.24.7, (i) must be issued with a Due Date prior to or after the conversion quiet period and (ii) may not be issued during the quiet period. LSRs that do not meet these requirements will be rejected by CenturyLink QC.

12.3.24.7.5 LSRs requesting disconnect activity issued during the quiet period, regardless of requested Due Date, will be processed after the quiet period expires.

12.3.24.7.6 Viaero Wireless may request a Due Date change to a LNP related disconnect scheduled during quiet periods up to 12:00 noon Mountain Time the Day prior to the scheduled LSR Due Date. Such changes shall be requested by issuing a supplemental LSR requesting a Due Date change. Such changes shall be handled as emergency orders by CenturyLink QC.

12.3.24.7.7 Viaero Wireless may request a Due Date change to a LNP related disconnect order scheduled during quiet periods after 12:00 noon Mountain Time the Day prior to the scheduled LSR Due Date until 12 noon Mountain Time the Day after the scheduled LSR Due Date. Such changes shall be requested by

issuing a supplemental LSR requesting a Due Date change and contacting the Interconnect Service Center. Such changes shall be handled as emergency orders by CenturyLink QC.

12.3.24.7.8 In the event that Viaero Wireless End User Customer service is disconnected in error, CenturyLink QC will restore service in substantially the same time and manner as CenturyLink QC does for itself, its End User Customers, its Affiliates, or any other party. Restoration of Viaero Wireless End User Customer service will be handled through the LNP escalations process.

12.3.24.8 Switch Upgrades. Generic Switch software and hardware upgrades are not subject to the Switch conversion embargoes or quiet periods described above. If such generic Switch or software upgrades require significant activity related to translations, an abbreviated embargo and/or quiet period may be required. CenturyLink QC shall implement service order embargoes and/or quiet periods during Switch upgrades in substantially the same time and manner as CenturyLink QC does for itself, its End User Customers, its Affiliates, and any other party.

12.3.24.9 Switch Line and Trunk Hardware Additions. CenturyLink QC shall use its best efforts to minimize Viaero Wireless service order impacts due to hardware additions and modifications to CenturyLink QC's existing Switches. CenturyLink QC shall provide Viaero Wireless substantially the same service order processing capabilities as CenturyLink QC provides itself, its End User Customers, Affiliates, or any other party during such Switch hardware additions.

**SECTION 13.0 - ACCESS TO TELEPHONE NUMBERS**

13.1 Nothing in this Agreement shall be construed in any manner to limit or otherwise adversely impact either Party's right to request an 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) and Thousand Block (NXX-X) Pooling Administration Guidelines INC 99-0127-023, when these Guidelines are implemented by the FCC or Commission Order. The latest version of the Guidelines will be considered the current standard.

13.2 North American Numbering Plan Administration (NANPA) has transitioned to NeuStar. Both Parties agree to comply with Industry guidelines and Commission rules, including those sections requiring the accurate reporting of data to the NANPA.

13.3 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 or NXX-X codes. Neither Party shall impose any fees or charges 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.

13.4 Each Party is responsible for administering numbering resources assigned to it. Each Party will cooperate to timely rectify inaccuracies in its LERG data. Each Party will maintain/revise the LERG to reflect current homing arrangements, which includes subtending arrangements for local and access tandems, and 800 SSP. Each Party is responsible for updating the LERG data for NXX codes assigned to its End Office 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.

13.5 Each Party shall be responsible for notifying its End User Customers of any changes in numbering or dialing arrangements to include changes such as the introduction of new NPAs.

**SECTION 14.0 - LOCAL DIALING PARITY**

14.1 The Parties shall provide local dialing parity to each other as required under Section 251(b)(3) of the Act. CenturyLink QC will provide local dialing parity to competing Carriers of telephone Exchange Service and telephone Toll Service, and will permit all such Carriers to have non-discriminatory access to telephone numbers, Operator Services (OS), and Directory Assistance (DA), with no unreasonable dialing delays. Viaero Wireless may elect to route all of its End User Customers calls in the same manner as CenturyLink QC routes its End User Customers calls, for a given call type (e.g., 0, 0+, 1+, 411), or Viaero Wireless may elect to custom route its End User Customers' calls differently than CenturyLink QC routes its End User Customer's calls. Additional terms and conditions with respect to customized routing are described in this Agreement.

## **SECTION 15.0 - Intentionally Left Blank**

**SECTION 16.0 - BONA FIDE REQUEST PROCESS**

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

16.2 A BFR shall be submitted in writing and on the appropriate CenturyLink QC form for BFRs. Viaero Wireless and CenturyLink QC 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 Exhibit A of this Agreement. CenturyLink QC will refund on-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 Viaero Wireless will need to provide, the following information, and may also provide any additional information that may be reasonably necessary in describing and analyzing Viaero Wireless's request:

- 16.2.1 a technical description of each requested new or different point of Interconnection or Ancillary service;
- 16.2.2 the desired interface specification;
- 16.2.3 each requested type of Interconnection or access;
- 16.2.4 a statement that the Interconnection or Ancillary service will be used to provide a Telecommunications Service;
- 16.2.5 the quantity requested;
- 16.2.6 the specific location requested;

16.3 Within two (2) business Days of its receipt, CenturyLink QC shall acknowledge receipt of the BFR and in such acknowledgment advise Viaero Wireless of missing information, if any, necessary to process the BFR. Thereafter, CenturyLink QC shall promptly advise Viaero Wireless of the need for any additional information required to complete the analysis of the BFR. If requested, either orally or in writing, CenturyLink QC will provide weekly updates on the status of the BFR.

16.4 Within twenty-one (21) calendar Days of its receipt of the BFR and all information necessary to process it, CenturyLink QC shall provide to Viaero Wireless an analysis of the BFR. The preliminary analysis shall specify CenturyLink QC's conclusions as to whether or not the requested Interconnection is technically feasible.

16.5 If CenturyLink QC determines during the twenty-one (21) Day period that a BFR does not qualify as an Interconnection or Ancillary service that is required to be provided under the Act or state law, CenturyLink QC shall advise Viaero Wireless as soon as reasonably possible

of that fact, and CenturyLink QC shall promptly, but in no case later than the twenty-one Day period, provide a written report setting forth the basis for its conclusion.

16.6 If CenturyLink QC determines during such twenty-one (21) Day period that the BFR qualifies under the Act or state law, it shall notify Viaero Wireless 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.

16.7 As soon as feasible, but in any case within forty-five (45) calendar Days after CenturyLink QC notifies Viaero Wireless that the BFR qualifies under the Act, CenturyLink QC shall provide to Viaero Wireless a BFR quote. The BFR quote will include, at a minimum, a description of each Interconnection 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 Ancillary service and any minimum volume and term commitments required, and the timeframes within which the request will be provisioned.

16.8 A Viaero Wireless has sixty (60) business Days upon receipt of the BFR quote, to either agree to purchase under the quoted price, or cancel its BFR.

16.9 If Viaero Wireless has agreed to minimum volume and term commitments under the preceding paragraph, Viaero Wireless may cancel the BFR or volume and term commitment at any time but may be subject to termination liability assessment or minimum period charges.

16.10 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.

16.11 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.

16.12 In the event Viaero Wireless has submitted a Request for an Interconnection or Ancillary services and CenturyLink QC determines in accordance with the provisions of this Section 16 that the request is technically feasible, subsequent requests or orders for substantially similar types of Interconnection or Ancillary services by that Viaero Wireless shall not be subject to the BFR process. To the extent CenturyLink QC has deployed or denied a substantially similar Interconnection or Ancillary services under a previous BFR, a subsequent BFR shall not be required and the BFR application fee shall be refunded immediately. ICB pricing and intervals will still apply for requests that are not yet standard offerings. For purposes of this Section 16.12, a "substantially similar" request shall be one with substantially similar characteristics to a previous request with respect to the information provided pursuant to Subsections 16.2.1 through 16.2.6 of Section 16.2 above. The burden of proof is upon CenturyLink QC to prove the BFR is not substantially similar to a previous BFR.

16.13 The total cost charged to Viaero Wireless shall not exceed the BFR quoted price.

16.14 Upon request, CenturyLink QC shall provide Viaero Wireless with CenturyLink QC's supporting cost data and/or studies for the Interconnection or Ancillary service that Viaero Wireless wishes to order within seven (7) business Days, except where CenturyLink QC cannot obtain a release from its vendors within seven (7) business Days, in which case CenturyLink QC will make the data available as soon as CenturyLink QC receives the vendor release. Such cost data shall be treated as Confidential Information, if requested by CenturyLink QC under the non-disclosure sections of this Agreement.

16.15 CenturyLink QC shall make available a topical list of the BFRs that it has received with Viaero Wireless under this Agreement. The description of each item on that list shall be sufficient to allow Viaero Wireless 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. CenturyLink QC shall also be required upon the request of Viaero Wireless to provide sufficient details about the terms and conditions of any granted requests to allow Viaero Wireless to elect to take the same offering under substantially identical circumstances. CenturyLink QC shall not be required to provide information about the request initially made by Viaero Wireless 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. Viaero Wireless shall be entitled to the same offering terms and conditions made under any granted BFR, provided that CenturyLink QC may require the use of ICB pricing where it makes a demonstration to Viaero Wireless of the need therefore.

**SECTION 17.0 - AUDIT PROCESS**

17.1 "Audit" shall mean the comprehensive review of the books, records, and other documents used in providing services under this Agreement. The term "Audit" also applies to back office systems and databases.

17.2 The data referred to above shall be relevant to any performance indicators that are adopted in connection with this Agreement, through negotiation, arbitration or otherwise. This Audit shall take place under the following conditions:

17.2.1 Either Party may request to perform an Audit.

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

17.2.3 The Audit shall occur during normal business hours.

17.2.4 There shall be no more than one (1) Audit requested by each Party under this Agreement in any twelve (12)-month period, unless the previous audit finds significant deficiencies in which case audits can be made on those deficiency items in less than the twelve (12) months.

17.2.5 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. The Audited Party may redact from the books, records or other documents provided to the auditor any Audited Party information that reveals the identity of the End User Customers of Audited Party.

17.2.6 The location of the Audit shall be the location where the requested records, books and documents are retained in the normal course of business.

17.2.7 All transactions under this Agreement which are over twenty-four (24) months prior to the date of request will be considered accepted and no longer subject to Audit. In the event an audit is initiated, the Parties agree to retain records of all transactions under this Agreement for at least twenty-four (24) months and all subsequent transactions will also be subject to audit.

17.2.8 Each Party shall bear its own expenses occasioned by the Audit, provided that the expense of any special data collection shall be born by the requesting Party.

17.2.9 The Party requesting the Audit may request that an Audit be conducted by a mutually agreed-to independent auditor. Under this circumstance, the costs of the independent auditor shall be paid for by the Party requesting the Audit.

17.2.10 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 shared equally by the Parties.

17.2.11 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.

17.3 All information received or reviewed by the requesting Party or the independent auditor in connection with the Audit is to be considered Confidential Information as defined by this Agreement. The non-requesting Party reserves the right to require any non-employee who is involved directly or indirectly in any Audit or the resolution of its findings as described above to execute a nondisclosure agreement satisfactory to the non-requesting Party. To the extent an Audit involves access to information of other competitors, Viaero Wireless and CenturyLink QC will aggregate such competitors' data before release to the other Party, to insure the protection of the proprietary nature of information of other competitors. To the extent a competitor is an Affiliate of the Party being audited (including itself and its subsidiaries), the Parties shall be allowed to examine such Affiliates' disaggregated data, as required by reasonable needs of the Audit.

**SECTION 18.0 - CONSTRUCTION CHARGES**

18.1 CenturyLink QC will conduct an individual financial assessment of any request which requires construction of network capacity, facilities, or space for access. When CenturyLink QC constructs to fulfill Viaero Wireless's request, CenturyLink QC will bid this construction on a case-by-case basis. CenturyLink QC will charge for the construction through non-recurring charges and a term agreement for the remaining recurring charge, as described in the Construction Charges Section of this Agreement. When Viaero Wireless orders the same or substantially similar service available to CenturyLink QC End User Customers, nothing in this Section shall be interpreted to authorize CenturyLink QC to charge Viaero Wireless for special construction where such charges are not provided for in a Tariff or where such charges would not be applied to a CenturyLink QC End User Customer.

**SECTION 19.0 - NETWORK STANDARDS**

19.1 The Parties recognize that CenturyLink QC services and Network Elements have been purchased and deployed, over time, to Telcordia and CenturyLink QC technical standards. Specification of standards is built into the CenturyLink QC purchasing process, whereby vendors incorporate such standards into the equipment CenturyLink QC purchases. CenturyLink QC supplements generally held industry standards with CenturyLink QC Technical Publications.

19.2 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.

19.3 Generally accepted and developed industry standards which the Parties agree to support include, but are not limited to:

19.3.1 Switching

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

#### 19.3.2 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

ANSI T1.102-1993 Digital Hierarchy – Electrical Interface; Annex B

#### 19.3.3 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 an 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

## 19.3.4 Local Number Portability

Generic Requirements for SCP Application and GTT Function for Number Portability, ICC LNP Workshop SCP Generic Requirements Subcommittee.

Generic Switching and Signaling Requirements for Number Portability, Version 1.03, ICC LNP Workshop Switch Generic Requirements Subcommittee, September 4, 1996.

Generic Operator Services Switching Requirements for Number Portability, Issue 1.1, Tech Rep, Illinois Number Portability Workshop, 1996.

Number Portability Operator Services Switching Systems (Revision of T1.TRQ.1-1999) T1.TRQ.1-2001

Number Portability Switching Systems (Revision of T1.TRQ.2-1999) T1.TRQ.02-2001

Number Portability Database and Global Title Translation T1.TRQ.03-1999

FCC First Report and Order and Further Notice of Proposed Rulemaking; FCC 96-286; CC Docket 95-116, RM 8535; Released July 2, 1996;

FCC First Memorandum Opinion and Order on Reconsideration; FCC 97-74; CC Docket 95-116, RM 8535; Released March 11, 1997.

FCC Second Report and Order, FCC 97-298; CC Docket 95-116, RM 8535; Released August 18, 1997.

FCC Third Report and Order, FCC 98-82; CC Docket 95-116, RM 8535; Released May 12, 1998.

FCC Wireless LNP deadline to 11/24/03, FCC 02-215; CC Docket 95-116; WT

Docket 01-184; Released July 26, 2002.

19.4 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, CenturyLink QC has developed its own standards for some Network Elements, including:

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

Competitive Local Exchange Carrier Installation/Removal Guidelines - #77390

19.5 CenturyLink QC Technical Publications have been developed to support service offerings, inform End User Customers and suppliers, and promote engineering consistency and deployment of developing technologies. CenturyLink QC provides all of its Technical Publications at no charge via website: <http://www.qwest.com/techpub/>.<sup>1</sup>

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<sup>1</sup> CenturyLink QC now provides all Technical Publications to Viaero Wirelesss for no charge via the internet.

## SECTION 20.0 - SIGNATURE PAGE

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

**NE Colorado Cellular, Inc.  
dba Viaero Wireless**

**Qwest Corporation dba CenturyLink QC**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name Printed/Typed

\_\_\_\_\_  
Name Printed/Typed

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

NE Colorado Cellular, Inc. dba Viaero Wireless

Wireless Type 2 Exhibit A  
Nebraska

New							Options	Bill and Keep			Notes		
								Recurring	Recurring Per Mile	Non-Recurring	REC	REC per Mile	NRC
6.0	Interconnection												
	6.1	Entrance Facilities											
		6.1.1	DS1					\$79.98		\$179.89	A		A
		6.1.2	DS3					\$429.36		\$314.74	A		A
	6.2	EICT											
		6.2.1	Per DS1					\$0.00		\$0.00	6		6
		6.2.2	Per DS3					\$0.00		\$0.00	6		6
	6.3	Direct Trunked Transport											
		6.3.1	DS0 (Recurring Fixed & per Mile)										
			6.3.1.1	Over 0 to 8 Miles				\$20.95	\$0.23		A	A	
			6.3.1.2	Over 8 to 25 Miles				\$21.00	\$0.13		A	A	
			6.3.1.3	Over 25 to 50 Miles				\$21.11	\$0.11		A	A	
			6.3.1.4	Over 50 Miles				\$21.19	\$0.07		A	A	
		6.3.2	DS1 (Recurring Fixed & per Mile)										
			6.3.2.1	Over 0 to 8 Miles				\$34.12	\$3.25		A	A	
			6.3.2.2	Over 8 to 25 Miles				\$34.95	\$3.28		A	A	
			6.3.2.3	Over 25 to 50 Miles				\$36.80	\$1.86		A	A	
			6.3.2.4	Over 50 Miles				\$35.44	\$0.79		A	A	
		6.3.3	DS3 (Recurring Fixed & per Mile)										
			6.3.3.1	Over 0 to 8 Miles				\$219.24	\$54.79		A	A	
			6.3.3.2	Over 8 to 25 Miles				\$222.65	\$17.32		A	A	
			6.3.3.3	Over 25 to 50 Miles				\$204.76	\$21.47		A	A	
			6.3.3.4	Over 50 Miles				\$216.42	\$14.86		A	A	
	6.4	Multiplexing											
		6.4.1	DS1 to DS0					\$233.80		\$203.08	A		A
		6.4.2	DS3 to DS1					\$248.81		\$203.08	A		A
	6.5	Trunk Nonrecurring Charges											
		6.5.1	DS1 Interface										
			6.5.1.1	First Trunk						\$262.34			A
			6.5.1.2	Each Additional Trunk						\$4.74			A
		6.5.2	DS3 Interface										
			6.5.2.1	First Trunk						\$267.84			A
			6.5.2.2	Each Additional Trunk						\$10.25			A
		6.5.3	Trunk Routing Change, per Type 2 Trunk Group										
			6.5.3.1	2A Direct Final to Alternate Final						\$76.42			1
			6.5.3.2	Type 2 Routing Translation Change						\$76.42			1
	6.6	Ancillary Trunks											
		6.6.1	One-Way Out Only, Ancillary Trunks, per Trunk					\$38.20		\$45.00			
	6.7	IntraMTA Traffic											
		6.7.1	End Office Call Termination, per Mou					\$0.001260			###		
		6.7.2	Tandem Switched Transport, per Minute of Use					\$0.00069			#		
		6.7.3	Tandem Transmission (Recurring Fixed & per Mile)										
			6.7.3.1	Over 0 to 8 Miles				\$0.000488	\$0.0000308		A	A	
			6.7.3.2	Over 8 to 25 Miles				\$0.000496	\$0.0000179		A	A	
			6.7.3.3	Over 25 to 50 Miles				\$0.000528	\$0.0000134		A	A	
			6.7.3.4	Over 50 Miles				\$0.000537	\$0.0000076		A	A	
	6.8	ISP Bound Traffic											
		6.8.1	Local Traffic - FCC - ISP Rate Caps										
			6.8.1.1	Minute Of Use as of June 14, 2003, rate in effect until further FCC action				\$0.0007			4		
	6.9	Miscellaneous Charges											
		6.9.1	Cancellation Charge							Qwest s Nebraska Access Service Catalog			
		6.9.2	Expedite Charge							Qwest s Nebraska Access Service Catalog			

Wireless Type 2 Exhibit A  
Nebraska

				Recurring	Recurring Per Mile	Non- Recurring	REC	REC per Mile	NRC
		6.9.3	Additional Testing				Qwest s Nebraska Access Service Catalog		
	6.10	Transit Traffic							
		6.10.1	Local Transit (Assumed 15 miles) per Minute of Use		See Tandem Switching and Tandem Transmission rates above				
		6.10.2	Toll Transit, per Minute of Use		\$0.003005				
	6.11	Jointly Provided Switched Access Services							
		6.11.1	Mechanized Access Records, per Record		\$0.001723		A		
	6.12	InterMTA Traffic			Qwest FCC Switched Access Tariff		Qwest FCC Switched Access Tariff		
7.0	Intentionally Left Blank								
8.0	Intentionally Left Blank								
9.0	Ancillary Services								
	9.1	Local Number Portability							
		9.1.1	LNP Queries		See FCC Tariff #1 Sections 13 & 20		See FCC Tariff #1 Sections 13 & 20		
		9.1.2	LNP Managed Cuts						
			9.1.2.1	Standard Managed Cuts, per Person, per Half Hour			\$27.38		1
			9.1.2.2	Overtime Managed Cuts, per Person, per Half Hour			\$35.43		1
			9.1.2.3	Premium Managed Cuts, per Person, per Half Hour			\$43.49		1
	9.2	911 / E911			No Charge		No Charge		
	9.3	Intentionally Left Blank							
	9.4	Access to Poles, Ducts, Conduits and Rights of Way (ROW)							
		9.4.1	Pole Inquiry Fee, per Mile				\$304.67		A
		9.4.2	Innerduct Inquiry Fee, per Mile				\$366.22		A
		9.4.3	ROW Inquiry Fee, per Inquiry				\$135.35		A
		9.4.4	ROW Document Preparation Fee				\$135.35		A
		9.4.5	Field Verification Fee, per Pole				\$33.84		A
		9.4.6	Field Verification Fee, per Manhole				\$439.88		A
		9.4.7	Planner Verification, per Manhole				\$15.09		A
		9.4.8	Manhole Verification Inspector, per Manhole				\$270.70		A
		9.4.9	Manhole Make-Ready Inspector, per Manhole				\$406.04		A
		9.4.10	Intentionally Left Blank						
		9.4.11	Pole Attachment Fee, per Foot, per Year						
			9.4.11.1	Urban	\$1.77		4		
			9.4.11.2	Non-Urban	\$2.66		4		
		9.4.12	Innerduct						
			9.4.12.1	Intentionally Left Blank					
			9.4.12.2	Innerduct Occupancy Fee, per Foot, per Year	\$0.2037		4		
		9.4.13	Access Agreement Consideration				\$10.00		5
		9.4.14	Make Ready				ICB		3
10.0	Intentionally Left Blank								
11.0	Access to Operational Support Systems (OSS)								
	11.1	Development and Enhancements, per Order					No Charge at this Time		6
	11.2	Ongoing Operations, per Order					No Charge at this Time		6
12.0	Maintenance and Repair								
	12.1	Trouble Isolation							
		12.1.1	Maintenance of Service for non-Qwest Trouble, per Half Hour or fraction thereof						
			12.1.1.1	Maintenance of Service - Basic			\$26.18		A
			12.1.1.2	Maintenance of Service - Overtime			\$34.96		A
			12.1.1.3	Maintenance of Service - Premium			\$43.76		A
		12.1.2	Dispatch for non-Qwest Trouble				\$79.80		A
13.0	Intentionally Left Blank								

NE Colorado Cellular, Inc. dba Viaero Wireless

Wireless Type 2 Exhibit A  
Nebraska

								Recurring	Recurring Per Mile	Non- Recurring	REC	REC per Mile	NRC
14.0	Intentionally Left Blank												
15.0	Intentionally Left Blank												
16.0	Bona Fide Request Process												
	16.1	Processing Fee								\$2,273.80			A
17.0	Intentionally Left Blank												
18.0	Intentionally Left Blank												
19.0	Construction Charges							ICB		ICB	3		3
NOTES:													
	*	Unless otherwise indicated, all rates are pursuant Nebraska Public Service Commission Dockets listed below:											
	A	Cost Docket C-2516 / PI-49 Effective 6/7/02											
	#	Voluntary Rate Reduction Docket C-2516/ PI-49, C-266, C-2750, effective 6/7/02. Reductions reflected in the 6/2/02 Exhibit A. All carriers will receive the voluntarily reduced rates unless they explicitly request the higher Ordered rates.											
	###	Third Voluntary Rate Reduction Docket C-2516/ PI-49, C-266, C-2750, effective 12/18/02. Reductions reflected in the 10/16/02 Exhibit A.											
	1	Rates not addressed in Cost Docket (estimated TELRIC)											
	2	Market Based Rates											
	3	Individual Case Basis- ICB											
	4	Rates based on FCC guidelines.											
	5	Rate agreed upon in 271 workshops.											
	6	Qwest has agreed to a Bill and keep arrangement for EICT, pursuant to 271 workshops.											
	7	The provision of transiting services is not required pursuant to Section 251 of the Telecommunications Act. Qwest has chosen to offer this service as part of its interconnection agreement.											

## **EXHIBIT B**

### **SERVICE PERFORMANCE INDICATORS**

CenturyLinkQC and Viaero Wireless agree that CenturyLinkQC will provide Type 2 Interconnection Trunks to Viaero Wireless and other Wireless Service Providers, for use as Telecommunications Services, in a non-discriminatory manner. CenturyLink QC will work with Viaero Wireless] on an Individual Case Basis (ICB) when Viaero Wireless requires data from CenturyLink QC to develop operation reporting.

## **EXHIBIT C**

**Intentionally Left Blank**

**Date General Information Provided by CenturyLink QC: \_\_\_\_\_**  
**General Agreement : \_\_\_\_\_**  
**BAN Number(must be assigned before processing): \_\_\_\_\_**

**REVISED CENTURYLINK QC RIGHT OF WAY, POLE ATTACHMENT, INNERDUCT  
OCCUPANCY GENERAL INFORMATION: EFFECTIVE 6/29/01**

- 1 **1. PURPOSE.** The purpose of this General Information document is to share information and provide or deny permission to attach and maintain WSP's facilities ("Facilities") to Qwest Corporation dba CenturyLink QC's ("CenturyLink QC") Poles, to place Facilities on or within CenturyLink QC's Innerduct (collectively "Poles/Innerduct") and to obtain access to CenturyLink QC's private right of way ("ROW"), to the extent CenturyLink QC has the right to grant such access. This General Information is necessary to determine if CenturyLink QC can meet the needs of the WSP's request but does not guarantee that physical space or access is currently available. Permission will be granted on a first-come, first-serve basis on the terms and conditions set forth in the appropriate agreement pertaining to "Poles/Innerduct".
- 2 **PROCESS.** The CenturyLink QC process is designed to provide the WSP the information so as to assist WSP and CenturyLink QC to make Poles, Innerduct and ROW decisions in a cost-efficient manner. The Process has these distinct steps:

2.1 Inquiry Review - Attachment 1.A (Database Search). The WSP is requested to review this document and return Attachment 1.A along with two copies of a map and the nonrefundable Inquiry Fee, calculated in accordance with Attachment 1.A hereto. These fees are intended to cover CenturyLink QC's expenses associated with performing an internal record (database) review, preparing a cost estimate for the required field survey, setting up an account, and determining time frames for completion of each task to meet the WSP's Request. Be sure a BAN number is assigned by the CenturyLink QC Service Support Representative for each request before sending an Attachment 1.A. To request a BAN number send an email requesting one to: [wholesale.servicesupportteam@CenturyLink.com](mailto:wholesale.servicesupportteam@CenturyLink.com). Include your name, company, phone number, email address, city and state of our inquiry. A BAN number will be assigned to your inquiry and will be emailed to you along with other materials.

As indicated on Attachment 1.A, a copy of the signed Attachment and maps of the desired route must be emailed to [wholesale.servicesupportteam@centurylink.com](mailto:wholesale.servicesupportteam@centurylink.com) while the fee must be sent to the CenturyLink QC WSP Joint Use Manager with the original signed Attachment 1.A. The map should clearly show street names and highways along the entire route, and specific locations of entry and exit of the ROW/duct/pole system. Area Maps should be legible and identify all significant geographic characteristics including, but not limited to, the following: CenturyLink QC central offices, streets, cities, states, lakes, rivers, mountains, etc. CenturyLink QC reserves the right to reject illegible or incomplete maps. If WSP wishes to terminate at a particular manhole (such as a POI) it must be indicated on the maps. For ROW: Section, Range and Township, to the ¼ section must also be provided.

CenturyLink QC will complete the Inquiry review and prepare and return a Poles/Innerduct Verification/ROW Access Agreement Preparation Costs Quotation (Attachment 1.B) to the WSP generally within ten (10) days or the applicable federal or state law, rule or regulation that governs this Agreement in the state in which Innerduct attachment is requested. In the case of poles, CenturyLink QC will assign a Field Engineer and provide his/her name and phone number to the WSP. The Field Engineer will check the local database and be available for a joint verification with the WSP. The Poles/Innerduct Verification/ROW Access Agreement Preparation Costs Quotation will be valid for thirty (30) calendar days from the date of quotation. The Inquiry step results only in the location and mapping of CenturyLink QC facilities and does not indicate whether space is available. This information is provided with Attachment 1.B.

In the case of ROW, CenturyLink QC will prepare and return a ROW information matrix and a copy of agreements listed in the ROW Matrix, within ten (10) days. The ROW Matrix will identify (a) the owner of the ROW as reflected in CenturyLink QC's records, and (b) the nature of each ROW (i.e., publicly recorded and non-recorded). The ROW information matrix will also indicate whether or not CenturyLink QC has a copy of the ROW agreement in its possession. CenturyLink QC makes no representations or warranties regarding the accuracy of its records, and WSP acknowledges that, to the extent that real property rights run with the land, the original granting party may not be the current owner of the property.

In the case of MDUs, CenturyLink QC will prepare and return an MDU information matrix, within ten (10) days, which will identify (a) the owner of the MDU as reflected in CenturyLink QC's records, and (b) whether or not CenturyLink QC has a copy of the agreement between CenturyLink QC and the owner of a specific multi-dwelling unit that grants CenturyLink QC access to the multi-dwelling unit in its possession. CenturyLink QC makes no representations or warranties regarding the accuracy of its records, and WSP acknowledges that the original landowner may not be the current owner of the property.

CenturyLink QC will provide to WSP a copy of agreements listed in the Matrices that have not been publicly recorded if WSP obtains authorization for such disclosure from the third party owner(s) of the real property at issue by an executed version of the Consent to Disclosure form, which is included in Attachment 4. CenturyLink QC will redact all dollar figures from copies of agreements listed in the Matrices that have not been publicly recorded that CenturyLink QC provides to WSP. Alternatively, in order to secure any agreement that has not been publicly recorded, a WSP may provide a legally binding and satisfactory agreement to indemnify CenturyLink QC in the event of any legal action arising out of CenturyLink QC's provision of such agreement to WSP. In that event, the WSP shall not be required to execute the Consent to Disclosure form.

If there is no other effective agreement (i.e., an Interconnection Agreement) between WSP and CenturyLink QC concerning access to Poles, Ducts and ROW, then Attachment 3 must be executed by both parties in order to start the

Inquiry Review and in order for WSP to obtain access to Poles, Ducts and/or ROW.

2.2 Attachment 1.B (Verification) & Attachment 4 (Access Agreement Preparation). With respect to Poles and Innerduct, upon review and acceptance of signed Attachment 1.B and payment of the estimated verification costs by the WSP, CenturyLink QC will conduct facilities verification and provide the requested information which may or may not include the following: a review of public and/or internal CenturyLink QC right-of-ways records for restrictions, identification of additional rights-of-way required; a field survey and site investigation of the Innerduct, including the preparation of distances and drawings, to determine availability on existing Innerduct; identification of any make-ready costs required to be paid by the WSP, if applicable, prior to installing its facilities. In the case of Poles, Attachment 1.B orders the field verification which may be done jointly. A copy of the signed Attachment 1.B should be emailed to [wsst@CenturyLinkQC.com](mailto:wsst@CenturyLinkQC.com) while the appropriate fees should be sent to the CenturyLink QC-WSP Joint Use Manager with the original signed Attachment 1.B. Upon completion of the verification, Attachment 2 will be sent to the WSP by CenturyLink QC.

With respect to ROW, upon review and acceptance of signed Attachment 1.B and payment of the ROW conveyance consideration, CenturyLink QC will deliver to the WSP an executed and acknowledged Access Agreement to the WSP in the form attached hereto as Attachment 4 (the "Access Agreement"). In the event that the ROW in question was created by a publicly recorded document and CenturyLink QC has a copy of such document in its files, a copy of the Right-of-Way Agreement, as defined in the Access Agreement, will be attached to the Access Agreement and provided to the WSP at the time of delivery of the Access Agreement. If the ROW was created by a document that is not publicly recorded, or if CenturyLink QC does not have a copy of the Right-of-Way Agreement in its possession, the Access Agreement will not have a copy of the Right-of-Way Agreement attached. If the ROW was created by a non-publicly recorded document, but CenturyLink QC does not have a copy of the Right-of-Way Agreement in its possession, the WSP must obtain a copy of the Right-of-Way Agreement or other suitable documentation reasonably satisfactory to CenturyLink QC to describe the real property involved and the underlying rights giving rise to the Access Agreement.

Although CenturyLink QC will provide the identity of the original grantor of the ROW, as reflected in CenturyLink QC's records, the WSP is responsible for determining the current owner of the property and obtaining the proper signature and acknowledgement to the Access Agreement. If CenturyLink QC does not have a copy of the Right-of-Way Agreement in its records, it is the responsibility of the WSP to obtain a copy of the Right-of-Way Agreement. If the ROW was created by a publicly recorded document, the WSP must record the Access Agreement (with the Right-of-Way Agreement attached) in the real property records of the county in which the property is located. If the ROW was created by a grant or agreement that is not publicly recorded, WSP must provide CenturyLink QC with a copy of the properly executed and acknowledged Access Agreement and, if applicable, properly executed Consent Regarding Disclosure form or letter of indemnification.

CenturyLink QC is required to respond to each Attachment 1.B. submitted by WSP within 35 days of receiving the Attachment 1.B. In the event that CenturyLink QC believes that circumstances require a longer duration to undertake the activities reasonably required to deny or approve a request, it may petition for relief before the Commission or under the escalation and dispute resolution procedures generally applicable under the interconnection agreement, if any, between CenturyLink QC and WSP.

2.3 Poles/Duct Order Attachment 2 (Access). In the case of Poles and Innerduct, upon completion of the inquiry and verification work described in Section 2.2 above, CenturyLink QC will provide the WSP a Poles/Innerduct Order (Attachment 2) containing annual recurring charges, estimated Make-ready costs. Upon receipt of the executed Attachment 2 Order form from the WSP and applicable payment for the Make-Ready Fees identified, CenturyLink QC will assign the WSP's requested space; CenturyLink QC will also commence the Make-ready work within 30 days following payment of the Make-Ready Fees. CenturyLink QC will notify WSP when Poles/Innerduct are ready for attachment or placement of Facilities. A copy of the signed Attachment 2 form should be emailed to [wholesale.servicesupportteam@CenturyLink.com](mailto:wholesale.servicesupportteam@CenturyLink.com) while the payment should go to the Joint Use Manager along with the original signed Attachment 2.

NOTE: Make-ready work performed by CenturyLink QC concerns labor only. For Poles it involves rearrangement to accommodate the new attachment. For Innerduct, it involves placing the standard three innerducts in the conduit to accommodate fiber cable where spare conduit exists. Segments without conduit space are considered "blocked". CenturyLink QC will consider repair or clearing damaged facilities, but may not construct new facilities as part of Make-ready work.

Construction work to place conduit or replace poles may be required where facilities are blocked. The WSP may contract separately with a CenturyLink QC-approved contractor to complete the construction provided a CenturyLink QC inspector inspects the work during and after construction. If other parties benefit from construction, the costs may be divided among the beneficiaries. Construction costs are not included in Attachment 2. The WSP is not encouraged to sign the Poles/Innerduct Order (Attachment 2) until provisions have been made for construction.

2.4 Provision of ROW/Poles/Innerduct. CenturyLink QC agrees to issue to WSP for any lawful telecommunications purpose, a nonexclusive, revocable Order authorizing WSP to install, maintain, rearrange, transfer, and remove at its sole expense its Facilities on Poles/Innerduct to the extent owned or controlled by CenturyLink QC. CenturyLink QC provides access to Poles/Innerduct/ROW in accordance with the applicable federal, state, or local law, rule, or regulation, incorporated herein by this reference, and said body of law, which governs this Agreement in the state in which Poles/Innerduct is provided. Any and all rights granted to WSP shall be subject to and subordinate to any future federal, state, and/or local requirements. Nothing in this General Information shall be construed to require or compel CenturyLink QC to construct, install, modify, or place any Poles/Innerduct or other facility for use by the WSP.

The costs included in the Poles/Innerduct Verification Fee are used to cover the costs incurred by CenturyLink QC in determining if Poles/Innerduct space is available to meet the WSP's request; however, the WSP must agree and will be responsible for payment of the actual costs incurred if such costs exceed the estimate. If the actual costs are less than the estimate, an appropriate credit can be provided upon request. If CenturyLink QC denies access, CenturyLink QC shall do so in writing, specifying the reasons for denial within 45 days of the initial inquiry.

Likewise, the fees included in the ROW processing costs quotation are used to cover the costs incurred by CenturyLink QC in searching its databases and preparing the Access Agreement. In the event that complications arise with respect to preparing the Access Agreement or any other aspect of conveying access to CenturyLink QC's ROW, the WSP agrees to be responsible for payment of the actual costs incurred if such costs exceed the standard fees; actual costs shall include, without limitation, personnel time, including attorney time.

### 3. **DISPUTE RESOLUTION**

3.1. Other than those claims over which a federal or state regulatory agency has exclusive jurisdiction, all claims, regardless of legal theory, whenever brought and whether between the parties or between one of the parties to this Agreement and the employees, agents or affiliated businesses of the other party, shall be resolved by arbitration. A single arbitrator engaged in the practice of law and knowledgeable about telecommunications law shall conduct the arbitration in accordance with the then current rules of the American Arbitration Association ("AAA") unless otherwise provided herein. The arbitrator shall be selected in accordance with AAA procedures from a list of qualified people maintained by AAA. The arbitration shall be conducted in the regional AAA office closest to where the claim arose.

3.2. All expedited procedures prescribed by the AAA shall apply. The arbitrator's decision shall be final and binding and judgment may be entered in any court having jurisdiction thereof.

3.3. Other than the determination of those claims over which a regulatory agency has exclusive jurisdiction, federal law (including the provisions of the Federal Arbitration Act, 9 U.S.C. Sections 1-16) shall govern and control with respect to any issue relating to the validity of this Agreement to arbitrate and the arbitrability of the claims.

3.4. If any party files a judicial or administrative action asserting claims subject to arbitration, and another party successfully stays such action and/or compels arbitration of such claims, the party filing the action shall pay the other party's costs and expenses incurred in seeking such stay or compelling arbitration, including reasonable attorney's fees.

**ATTACHMENT 1. A**  
**Poles/Innerduct/ or ROW Inquiry Preparation Fee**

General Agreement \_\_\_\_\_  
 BAN Number (one for each route must be assigned before  
 processing): \_\_\_\_\_

Date Submitted: \_\_\_\_\_ Date Replied to WSP: \_\_\_\_\_

WSP Name \_\_\_\_\_ Contact  
 name: \_\_\_\_\_  
 Billing Address: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_ e-mail  
 address: \_\_\_\_\_  
 State and city of  
 inquiry: \_\_\_\_\_

Poles/Innerduct Permit Database Search Costs Quotation  
 (One Mile Minimum)

	<u>Costs</u>	<u>Est. Miles</u>	<u>Total</u>
1. Pole Inquiry Fee	(see attached pricing chart) X _____	=	
\$ _____			
2. Innerduct Inquiry Fee	(see attached pricing chart) X _____	=	
\$ _____			
3. ROW Records Inquiry	(see attached pricing chart) X _____	=	
\$ _____			
4. Estimated Interval for Completion of Items 1, 2 or 3:	_____ 10 _____	Days	
5. Additional requirements of WSP:	_____		

This Inquiry will result in (a) for Poles and Innerduct: a drawing of the duct or innerduct structure fitting the requested route, if available, and a quote of the charges for field verification, and/or (b) in the case of ROW, a ROW identification matrix, a quote of the charges for preparation of and consideration for, the necessary Access Agreements, and copies of ROW documents in CenturyLink QC's Possession. (c) For Poles, the name and telephone number of the Field Engineer are provided so that the WSP may contact the CenturyLink QC Field engineer and discuss attachment plans. If a field verification of poles is required, Attachment 1.B must be completed and the appropriate charges paid. Innerduct verification is always needed.

By signing below and providing payment of the Estimated Costs identified above, the WSP desires CenturyLink QC to proceed with the processing of its database/records search and acknowledges receipt of this General Information, including the General Terms and Conditions under which CenturyLink QC offers such Poles/Innerduct. Quotes expire in 30 days.

		Qwest Corporation dba CenturyLink QC
Signature		Signature
Name Typed or Printed		Name Typed or Printed
Title		Title

Date		Date

This signed form (original) must be sent with a check for the Inquiry amount (to "CenturyLink QC") to:

**Manager, CenturyLink QC Joint Use, 700 W. Mineral Ave. MT G28.24 Littleton, CO 80120**

A copy of this form must be sent with two acceptably-detailed maps showing the requested route to:

**CenturyLink QC Service Representative at:** [wholesale.servicesupportteam@centurylink.com](mailto:wholesale.servicesupportteam@centurylink.com).

**Put "Agree" on signature line.**

**ATTACHMENT 1.B**

General Agreement \_\_\_\_\_

BAN Number: \_\_\_\_\_

**Poles/Innerduct Verification/ROW Access Agreement Preparation Costs Quotation**

Date Nonrefundable Received: \_\_\_\_\_

Date Replied to WSP: \_\_\_\_\_

**\*\*NOTE: THIS ATTACHMENT WILL BE COMPLETED BY CENTURYLINK QC AND SENT TO THE WSP FOR SIGNATURE AFTER THE DATABASE INQUIRY IS COMPLETE.\*\***

	Estimated Costs	Number	Total Charge
1. Pole Field Verification Fee (10 pole minimum)	_____	_____	\$_____
2. Innerduct Field Verification Fee	_____	_____	\$_____
3. Preparation of private ROW documents \$_____	_____	_____	
4. Access Agreement Prep. and Consideration \$10/ Access Agreement	_____		\$_____
5. Estimated Interval to Complete Items 1 or 2 or 3 and/or 4: Working Days	_____		

Comments: \_\_\_\_\_

By signing below and providing payment of the Total Estimated Costs identified above, the WSP desires CenturyLink QC to proceed with the processing of its field survey/preparation of Access Agreements, and acknowledges receipt of this General Information, including the General Terms and Conditions under which CenturyLink QC offers such ROW/Poles/Innerduct. The WSP acknowledges the above costs are estimates only and WSP may be financially responsible for final actual costs which exceed this estimate, or receive credit if requested. Quotes expire in 30 days.

	Qwest Corporation dba CenturyLink QC
Signature	Signature
Name Typed or Printed	Name Typed or Printed
Title	Title

Date		Date

The original signed form must be sent with a check for the verification amount to:  
**Manager, CenturyLink QC WSP Joint Use, 700 W. Mineral Ave. MT G28.24,  
Littleton, CO 80120.** An email copy of this form must be sent to: [wsst@centuryLink.com](mailto:wsst@centuryLink.com),  
with "Agree" on the signature line.

**ATTACHMENT 2****Poles/Innerduct Order**

General Agreement \_

BAN Number: \_\_\_\_\_

**\*\*NOTE: THIS FORM WILL BE COMPLETED BY CENTURYLINK QC AND SENT TO WSP FOR SIGNATURE\*\***

Make-ready Work required: Yes ( ) No ( )

Date \_\_\_\_\_

Received \_\_\_\_\_

If Yes is checked, estimated Make-ready costs: \$ \_\_\_\_\_

The following Attachments are hereby incorporated by reference into this Order:

1. Term - Effective Date - \_\_\_\_\_.
2. Summary of Field Results (including Make-Ready work if required).
3. When placing fiber, WSP must:
  - a. provide CenturyLink QC representative, a final design of splice, racking and slack locations in CenturyLink QC utility holes.
  - b. tag all equipment located in/on CenturyLink QC's facilities from beginning of the route to the end, and at the entrance and exit of each utility hole with the following information: (1) WSP's Name and Contact Number, (2) Contract Number and Date of Contract, (3) Number of Fibers in the Innerduct and Color of Occupied Innerduct.

Annual Recurring Charges for this Permit:

	<u>Annual Charge</u>	<u>Quantity</u>	<u>Total Annual Charge</u>
1. Pole Attachment, Per Pole	\$ _____ /	_____	\$ _____
2. Innerduct Occupancy, Per Foot	\$ _____	_____	\$ _____
3. Request conf. call for Construction?	____ YES ____ NO		

Please check YES if construction by CenturyLink QC is needed for access to CenturyLink QC manholes (e.g. core drills, stubouts, not innerduct placement) For Poles, quantity is based on the number of vertical feet used (One cable attachment = one foot). If you do not place an order at this time, these Poles/Innerduct will be assigned on a first come-first served basis.

Additional Comments: THE ESTIMATED COSTS ARE FOR THE INSTALLATION OF INNERDUCT OR REARRANGEMENT PER THE WORK SHEETS. THE ANNUAL RECURRING CHARGE FOR YEAR 2001 HAS BEEN PRORATED TO \_\_\_\_\_ ( /DAY \* DAYS). PLEASE PROVIDE PAYMENT FOR THE MAKE-READY COSTS AND THE PRORATED 2001 RECURRING FEE ALONG WITH THIS SIGNED ORDER \_\_\_\_\_

By signing below and providing payment of the Make-ready costs and the first year's prorated Annual Recurring Charge (or, if WSP requests Semiannual billing, then the first half-year's prorated Semiannual Recurring Charge), the WSP desires CenturyLink QC to proceed with the Make-ready Work identified herein and acknowledges receipt of the General Terms and Conditions under which CenturyLink QC offers such Poles/Innerduct. By signing this document you are agreeing to the access described herein. Quotes expire in 90 days.

Return this signed form and check to: **Manager, Joint Use Supervisor, 700 W. Mineral Ave. MT G28.24 Littleton, CO 80120.** Send a copy to: **wholesale.service.supportteam@centurylink.com.**

		Qwest Corporation dba CenturyLink QC
Signature		Signature
Name Typed or Printed		Name Typed or Printed
Title		Title
Date		Date

**ATTACHMENT 3**

General Agreement: \_\_\_\_\_

**CENTURYLINK QC RIGHT OF WAY ACCESS, POLE ATTACHMENT AND/OR  
INNERDUCT OCCUPANCY  
GENERAL TERMS AND CONDITIONS**

This is an Agreement between \_\_\_\_\_ (“WSP”) and Qwest Corporation dba CenturyLink QC (“CenturyLink QC”), for one or more Orders for the WSP to obtain access to CenturyLink QC’s Right-of-Way (“ROW”) and/or to install/attach and maintain their communications facilities (“Facilities”) to CenturyLink QC’s Poles and/or placement of Facilities on or within CenturyLink QC’s Innerduct (collectively “Poles/Innerduct”) described in the General Information and WSP Map, which are incorporated herein by this reference (singularly “Order” or collectively, “Orders”). If there is no other effective agreement (*i.e.*, an Interconnection Agreement) between WSP and CenturyLink QC concerning access to Poles, Ducts and ROW, then this Agreement/Attachment 3 must be executed by both parties in order to start the Inquiry Review and in order for WSP to obtain access to Poles, Ducts and/or ROW.

**1. SCOPE.**

- 1.1 Subject to the provisions of this Agreement, CenturyLink QC agrees to issue to WSP for any lawful telecommunications purpose, (a) one or more nonexclusive, revocable Orders authorizing WSP to attach, maintain, rearrange, transfer, and remove at its sole expense its Facilities on Poles/Innerduct owned or controlled by CenturyLink QC, and/or (b) access to CenturyLink QC’s ROW to the extent that (i) such ROW exists, and (ii) CenturyLink QC has the right to grant access to the WSP. Any and all rights granted to WSP shall be subject to and subordinate to any future local, state and/or federal requirements, and in the case of ROW, to the original document granting the ROW to CenturyLink QC or its predecessors.
- 1.2 Except as expressly provided herein, nothing in this Agreement shall be construed to require or compel CenturyLink QC to construct, install, modify, or place any Poles/Innerduct or other facility for use by WSP or to obtain any ROW for WSP’s use.
- 1.3 CenturyLink QC agrees to provide access to ROW/Poles/Innerduct in accordance with the applicable local, state or federal law, rule, or regulation, incorporated herein by this reference, which governs this Agreement in the state in which Poles/Innerduct is provided.

2. **TERM.** Any Order issued under this Agreement for Pole attachments or Innerduct occupancy shall continue in effect for the term specified in the Order. Any access to ROW shall be non-exclusive and perpetual, subject to the terms and conditions of the Access Agreement (as hereinafter defined) and the original instrument granting the ROW to CenturyLink QC. This Agreement shall continue

during such time WSP is providing Poles/Innerduct attachments under any Order to this Agreement.

### **3. TERMINATION WITHOUT CAUSE.**

- 3.1 To the extent permitted by law, either party may terminate this Agreement (which will have the effect of terminating all Orders hereunder), or any individual Order(s) hereunder, without cause, by providing notice of such termination in writing and by certified Mail to the other party. The written notice for termination without cause shall be dated as of the day it is mailed and shall be effective no sooner than one hundred twenty (120) calendar days from the date of such notice.
- 3.2 Termination of this Agreement or any Order hereunder does not release either party from any liability under this Agreement that may have accrued or that arises out of any claim that may have been accruing at the time of termination, including indemnity, warranties, and confidential information.
- 3.3 If CenturyLink QC terminates this Agreement for Cause, or if WSP terminates this Agreement without Cause, WSP shall pay termination charges equal to the amount of fees and charges remaining on the terminated Order(s) and shall remove its Facilities from the Poles/Innerduct within sixty (60) days, or cause CenturyLink QC to remove its Facilities from the Poles/Innerduct at WSP's expense; provided, however, that WSP shall be liable for and pay all fees and charges provided for in this Agreement to CenturyLink QC until WSP's Facilities are physically removed. Notwithstanding anything herein to the contrary, upon the termination of this Agreement for any reason whatsoever, all Orders hereunder shall simultaneously terminate.
- 3.4 If this Agreement or any Order is terminated for reasons other than Cause, then WSP shall remove its Facilities from Poles/Innerduct within one hundred and eighty (180) days from the date of termination; provided, however, that WSP shall be liable for and pay all fees and charges provided for in this Agreement to CenturyLink QC until WSP's Facilities are physically removed.
- 3.5 CenturyLink QC may abandon or sell any Poles/Innerduct at any time by giving written notice to the WSP. Upon abandonment of Poles/Innerduct, and with the concurrence of the other WSP(s), if necessary, WSP shall, within sixty (60) days of such notice, either apply for usage with the new owner or purchase the Poles/Innerduct from CenturyLink QC, or remove its Facilities therefrom. Failure to remove its Facilities within sixty (60) days shall be deemed an election to purchase the Poles/Innerduct at the current market value.

### **4. CHARGES AND BILLING.**

- 4.1. WSP agrees to pay CenturyLink QC Poles/Innerduct usage fees ("Fees") as specified in the Order. Fees will be computed in compliance with applicable local, state and Federal law, regulations and guidelines. Such

Fees will be assessed, in advance on an annual basis. Annual Fees will be assessed as of January 1st of each year. Fees are not refundable except as expressly provided herein. WSP shall pay all applicable Fees and charges specified herein within thirty (30) days from receipt of invoice. Any outstanding invoice will be subject to applicable finance charges.

- 4.2. CenturyLink QC has the right to revise Fees, at its sole discretion, upon written notice to WSP within at least sixty (60) days prior to the end of any annual billing period.

**5. INSURANCE.** The WSP shall obtain and maintain at its own cost and expense the following insurance during the life of the Contract:

- 5.1. Workers' Compensation and/or Longshoremen's and Harbor Workers Compensation insurance with (1) statutory limits of coverage for all employees as required by statute; and (2) although not required by statute, coverage for any employee on the job site; and (3) Stop Gap liability or employer's liability insurance with a limit of One Hundred Thousand Dollars (\$100,000.00) for each accident.
- 5.2. General liability insurance providing coverage for underground hazard coverage (commonly referred to as "U" coverage), products/completed operations, premises operations, independent contractor's protection (required if contractor subcontracts the work), broad form property damage and contractual liability with respect to liability assumed by the WSP hereunder. This insurance shall also include: (1) explosion hazard coverage (commonly referred to as "X" coverage) if the work involves blasting and (2) collapse hazard coverage (commonly referred to as "C" coverage) if the work may cause structural damage due to excavation, burrowing, tunneling, caisson work, or under-pinning. The limits of liability for this coverage shall be not less than One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury or property damage. These limits of liability can be obtained through any combination of primary and excess or umbrella liability insurance.
- 5.3. Comprehensive automobile liability insurance covering the use and maintenance of owned, non-owned and hired vehicles. The limits of liability for this coverage shall be not less than One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury or property damage. These limits of liability can be obtained through any combination of primary and excess or umbrella liability insurance.
- 5.4. CenturyLink QC may require the WSP from time-to-time during the life of the Contract to obtain additional insurance with coverage or limits in addition to those described above. However, the additional premium costs of any such additional insurance required by CenturyLink QC shall be borne by CenturyLink QC, and the WSP shall arrange to have such costs billed separately and directly to CenturyLink QC by the insuring carrier(s). CenturyLink QC shall be authorized by the WSP to confer directly with the agent(s) of the insuring carrier(s) concerning the extent

and limits of the WSP's insurance coverage in order to assure the sufficiency thereof for purposes of the work performable under the Contract and to assure that such coverage as a whole with respect to the work performable are coordinated from the standpoint of adequate coverage at the least total premium costs.

- 5.5 The insuring carrier(s) and the form of the insurance policies shall be subject to approval by CenturyLink QC. The WSP shall forward to CenturyLink QC, certificates of such insurance issued by the insuring carrier(s). The insuring carrier(s) may use the ACORD form, which is the Insurance Industries certificate of insurance form. The insurance certificates shall provide that: (1) CenturyLink QC is named as an additional insured; (2) thirty (30) calendar days prior written notice of cancellation of, or material change or exclusions in, the policy to which the certificates relate shall be given to CenturyLink QC; (3) certification that underground hazard coverage (commonly referred to as "U" coverage) is part of the coverage; and (4) the words "pertains to all operations and projects performed on behalf of the certificate holder" are included in the description portion of the certificate. The WSP shall not commence work hereunder until the obligations of the WSP with respect to insurance have been fulfilled. The fulfillment of such obligations shall not relieve the WSP of any liability hereunder or in any way modify the WSP's obligations to indemnify CenturyLink QC.
- 5.6 Whenever any work is performed requiring the excavation of soil or use of heavy machinery within fifty (50) feet of railroad tracks or upon railroad right-of-way, a Railroad Protective Liability Insurance policy will be required. Such policy shall be issued in the name of the Railroad with standard limits of Two Million Dollars (\$2,000,000.00) per occurrence combined single limit for bodily injury, property damage or physical damage to property with an aggregate limit of Six Million Dollars (\$6,000,000.00). In addition, said policy shall name CenturyLink QC and the WSP/SubWSP on the declarations page with respect to its interest in these specific job. Said insurance policy shall be in form and substance satisfactory both to the CenturyLink QC and the Railroad and shall be delivered to and approved by both parties prior to the entry upon or use of the Railroad Property.
- 5.7 Whenever any work must be performed in the Colorado State Highway right-of-way, policies and certificates of insurance shall also name the State of Colorado as an additional insured. Like coverage shall be furnished by or on behalf of any subcontractor. Copies of said certificates must be available on site during the performance of the work.

## **6. CONSTRUCTION AND MAINTENANCE OF FACILITIES.**

- 6.1 CenturyLink QC retains the right, in its sole judgment, to determine the availability of space on Poles/Innerduct. When modifications to a CenturyLink QC spare conduit include the placement of innerduct, CenturyLink QC retains the right to install the number of innerducts required to occupy the conduit structure to its full capacity. In the event

CenturyLink QC determines that rearrangement of the existing facilities on Poles/Innerduct is required before WSP's Facilities can be accommodated, the cost of such modification will be included in the WSP's nonrecurring charges for the associated Poles/Innerduct Order.

- 6.2 WSP shall be solely responsible for obtaining the necessary underlying legal authority to occupy Poles/Innerduct on governmental, federal, Native American, and private rights of way, as applicable, and CenturyLink QC does not warrant or represent that providing WSP with access to the Poles/Innerduct in any way constitutes such legal right. The WSP shall obtain any necessary permits, licenses, bonds, or other legal authority and permission, at the WSP's sole expense, in order to perform its obligations under this Agreement. The WSP shall contact all owners of public and private rights-of-way, as necessary, to obtain written permission required to perform the work prior to entering the property or starting any work thereon and shall provide CenturyLink QC with written documentation of such legal authority prior to placement of its facilities on or in the Poles/Innerduct. The WSP shall comply with all conditions of rights-of-way and Orders.
- 6.3 WSP's Facilities shall be placed and maintained in accordance with the requirements and specifications of the current applicable standards of Bellcore Manual of Construction Standards, the National Electrical Code, the National Electrical Safety Code, and the rules and regulations of the Occupational Safety and Health Act, all of which are incorporated herein by reference, and any governing authority having jurisdiction of the subject matter of this Agreement. Where a difference in specifications exists, the more stringent shall apply. Failure to maintain Facilities in accordance with the above requirements shall be Cause as referenced in Section 3 to this Agreement for termination of the Order in question. Termination of more than two (2) Orders in any twelve-month period pursuant to the foregoing sentence shall be Cause as referenced in Section 3 for termination of this Agreement. CenturyLink QC's procedures governing its standard maintenance practices shall be made available upon request for public inspection at the appropriate CenturyLink QC premises. WSP's procedures governing its standards maintenance practices for Facilities shall be made available to CenturyLink QC upon written request. WSP shall within thirty (30) days comply and provide the requested information to CenturyLink QC to bring their facilities into compliance with these terms and conditions.
- 6.4. In the event of any service outage affecting both CenturyLink QC and WSP, repairs shall be effectuated on a priority basis as established by local, state or federal requirements, or where such requirement do not exist, repairs shall be made in the following order: electrical, telephone (local), telephone (long distance), and cable television, or as mutually agreed to by the users of the effected Poles/Innerduct.
- 6.5 In the event of an infrastructure outage, the WSP should contact their Network Maintenance Center at 1-800-223-7881 or the WSP may contact their Account Manager at the Interconnect Service Center.

## **7. MODIFICATION TO EXISTING POLES/INNERDUCT.**

7.1. If WSP requests CenturyLink QC to replace or modify existing Poles/Innerduct to increase its strength or capacity for the benefit of the WSP and CenturyLink QC determines in its sole discretion to provide the requested capacity, the WSP shall pay CenturyLink QC the total replacement cost, CenturyLink QC's cost to transfer its attachments, as necessary, and the cost for removal (including destruction fees) of any replaced Poles/Innerduct, if such is necessary. Ownership of new Poles/Innerduct shall vest in CenturyLink QC. To the extent that a modification is incurred for the benefit of multiple parties, WSP shall pay a proportionate share of the total cost as outlined above, based on the ratio of the amount of new space occupied by the Facilities to the total amount of space occupied by all parties joining the modification. Modifications that occur in order to bring Poles/Innerduct into compliance with applicable safety or other requirements shall be deemed to be for the benefit of the multiple parties and WSP shall be responsible for its pro rata share of the modification cost. Except as set forth herein, WSP shall have no obligation to pay any of the cost of replacement or modification of Poles/Innerduct requested solely by third parties.

7.2 Written notification of modification initiated by or on behalf of CenturyLink QC shall be provided to WSP at least sixty (60) days prior to beginning modifications if such modifications are not the result of an emergency situation. Such notification shall include a brief description of the nature and scope of the modification. If WSP does not rearrange its facilities within sixty (60) days after receipt of written notice from CenturyLink QC requesting such rearrangement, CenturyLink QC may perform or cause to have performed such rearrangement and WSP shall pay for cost thereof. No such notice shall be required in emergency situations or for routine maintenance of Poles/Innerduct.

## **8. INSPECTION OF FACILITIES.** CenturyLink QC reserves the right to make final construction, subsequent and periodic inspections of WSP's facilities occupying the Poles/Innerduct system. WSP shall reimburse CenturyLink QC for the cost of such inspections except as specified in Section 8 hereof.

8.1. WSP shall provide written notice to CenturyLink QC, at least fifteen (15) days in advance, of the locations where WSP's plant is to be constructed.

8.2. The WSP shall forward Exhibit A, entitled "Pulling In Report" attached hereto and incorporated herein by this reference, to CenturyLink QC within five (5) business days of the date(s) of the occupancy.

8.3. CenturyLink QC shall provide written notification to WSP within seven (7) days of the date of completion of a final construction inspection.

8.4. Where final construction inspection by CenturyLink QC has been completed, WSP shall be obligated to correct non-complying conditions within thirty (30) days of receiving written notice from CenturyLink QC. In

the event the corrections are not completed within the thirty (30)-day period, occupancy authorization for the Poles/Innerduct system where non-complying conditions remain uncorrected shall terminate immediately, regardless of whether WSP has energized the facilities occupying said Poles/Innerduct system, unless CenturyLink QC has provided WSP a written extension to comply. WSP shall remove its facilities from said Poles/Innerduct in accordance with the provisions set forth in Section 10 of this Agreement. No further occupancy authorization shall be issued to WSP until such non-complying conditions are corrected or until WSP's facilities are removed from the Pole/Conduit system where such non-complying conditions exist. If agreed to in writing, by both parties, CenturyLink QC shall perform such corrections and WSP shall pay CenturyLink QC the cost of performing such work. Subsequent inspections to determine if appropriate corrective action has been taken may be made by CenturyLink QC.

- 8.5. Once the WSPs facilities occupy CenturyLink QC Poles/Innerduct system and Exhibit A has been received by CenturyLink QC, CenturyLink QC may perform periodic inspections. The cost of such inspections shall be borne by CenturyLink QC, unless the inspection reveals any violations, hazards, or conditions indicating that WSP has failed to comply with the provisions set forth in this Agreement, in which case the WSP shall reimburse CenturyLink QC for full costs of inspection, and re-inspection to determine compliance as required. A WSP representative may accompany CenturyLink QC on field inspections scheduled specifically for the purpose of inspecting WSP's Facilities; however, WSP's costs associated with its participation in such inspections shall be borne by WSP. CenturyLink QC shall have no obligation to notify WSP, and WSP shall have no right to attend, any routine field inspections.
- 8.6. The costs of inspections made during construction and/or the final construction survey and subsequent inspection shall be billed to the WSP within thirty (30) days upon completion of the inspection.
- 8.7. Final construction, subsequent and periodic inspections or the failure to make such inspections, shall not impose any liability of any kind upon CenturyLink QC, and shall not relieve WSP of any responsibilities, obligations, or liability arising under this Agreement.

## **9. UNAUTHORIZED FACILITIES**

- 9.1 If any facilities are found attached to Poles/Innerduct for which no Order is in effect, CenturyLink QC, without prejudice to any other rights or remedies under this Agreement, shall assess an unauthorized attachment administrative fee of Two Hundred Dollars (\$200.00) per attachment per Pole or innerduct run between manholes, and require the WSP to submit in writing, within ten (10) day after receipt of written notification from CenturyLink QC of the unauthorized occupancy, a Poles/Innerduct application. CenturyLink QC shall waive the unauthorized attachment fee if the following conditions are both met: (1) WSP cures such unauthorized attachment (by removing it or submitting a valid Order for

attachment in the form of Attachment 2 of Exhibit D, within thirty (30) days of written notification from CenturyLink QC of the unauthorized attachment; and (2) the unauthorized attachment did not require CenturyLink QC to take curative measures itself (e.g., pulling additional innerduct) prior to the cure by WSP. CenturyLink QC shall also waive the unauthorized attachment fee if the unauthorized attachment arose due to error by CenturyLink QC rather than by WSP. If such application is not received by CenturyLink QC within the specified time period, the WSP will be required to remove its unauthorized facility within ten (10) days of the final date for submitting the required application, CenturyLink QC may remove the WSP's facilities without liability, and the cost of such removal shall be borne by the WSP.

9.2 For the purpose of determining the applicable charge, the unauthorized Poles/Innerduct occupancy shall be treated as having existed for a period of five (5) years prior to its discovery, and the charges, as specified in Section 4, shall be due and payable forthwith whether or not WSP is ordered to continue the occupancy of the Poles/Innerduct system.

9.3. No act or failure to act by CenturyLink QC with regard to an unauthorized occupancy shall be deemed to constitute the authorization of the occupancy; any authorization that may be granted subsequently shall not operate retroactively or constitute a waiver by CenturyLink QC of any of its rights of privileges under this Agreement or otherwise.

**10. REMOVAL OF FACILITIES.** Should CenturyLink QC, under the provisions of this Agreement, remove WSP's Facilities from the Poles/Innerduct covered by any Order (or otherwise), CenturyLink QC will deliver the Facilities removed upon payment by WSP of the cost of removal, storage and delivery, and all other amounts due CenturyLink QC. If payment is not received by CenturyLink QC within thirty (30) days, WSP will be deemed to have abandoned such facilities, and CenturyLink QC may dispose of said facilities as it determines to be appropriate. If CenturyLink QC must dispose of said facilities, such action will not relieve WSP of any other financial responsibility associated with such removal as provided herein. If WSP removes its Facilities from Poles/Innerduct for reasons other than repair or maintenance purposes, the WSP shall have no right to replace such facilities on the Poles/Innerduct until such time as all outstanding charges due to CenturyLink QC for previous occupancy have been paid in full. WSP shall submit Exhibit B, entitled "Notification of Surrender of Modification of Conduit Occupancy License by WSP," or Exhibit C, entitled "Notification of Surrender of Modification of Pole Attachment by WSP," each as attached hereto, advising CenturyLink QC as to the date on which the removal of Facilities from each Poles/Innerduct has been completed.

**11. INDEMNIFICATION AND LIMITATION OF LIABILITIES.** WSP shall indemnify and hold harmless CenturyLink QC, its owners, parents, subsidiaries, affiliates, agents, directors, and employees against any and all liabilities, claims, judgments, losses, orders, awards, damages, costs, fines, penalties, costs of defense, and attorneys' fees ("Liabilities") to the extent they arise from or in connection with: (1) infringement, or alleged infringement, of any patent rights or claims caused, or alleged to have been caused, by the use of any apparatus,

appliances, equipment, or parts thereof, furnished, installed or utilized by the WSP; (2) actual or alleged fault or negligence of the WSP, its officers, employees, agents, subcontractors and/or representatives; (3) furnishing, performance, or use of any material supplied by WSP under this Contract or any product liability claims relating to any material supplied by WSP under this Contract; (4) failure of WSP, its officers, employees, agents, subcontractors and/or representatives to comply with any term of this Contract or any applicable local, state, or federal law or regulation, including but not limited to the OSH Act and environmental protection laws; (5) assertions under workers' compensation or similar employee benefit acts by WSP or its employees, agents, subcontractors, or subcontractors' employees or agents; (6) the acts or omissions (other than the gross negligence or willful misconduct) of CenturyLink QC, its officers, employees, agents, and representatives, except as otherwise provided in paragraphs 11.3 and 11.4 below; and/or, (7) any economic damages that may rise, including damages for delay or other related economic damages that the CenturyLink QC or third parties may suffer or allegedly suffer as a result of the performance or failure to perform work by the WSP. If both CenturyLink QC and the WSP are sued as a result of or in connection with the performance of work arising out of this Contract, the parties hereby agree that the defense of the case (including the costs of the defense and attorneys' fees) shall be the responsibility of the WSP, if CenturyLink QC desires. CenturyLink QC shall give the WSP reasonable written notice of all such claims and any suits alleging such claims and shall furnish upon the WSP's request and at the WSP's expense all information and assistance available to the CenturyLink QC for such defense. The parties shall employ Article 13, Dispute Resolution, to resolve any dispute concerning the proportional fault and liability after the underlying case is terminated.

11.1 IF WORK IS PERFORMED IN THE STATE OF WASHINGTON UNDER THIS GENERAL CONTRACT, THE WSP ACKNOWLEDGES AND AGREES THAT THIS INDEMNIFICATION OBLIGATION SHALL INCLUDE, BUT IS NOT LIMITED TO, ALL CLAIMS AGAINST CENTURYLINK QC BY AN EMPLOYEE OR FORMER EMPLOYEE OF THE WSP, AND THE WSP EXPRESSLY WAIVES ALL IMMUNITY AND LIMITATION ON LIABILITY UNDER ANY INDUSTRIAL INSURANCE ACT, OTHER WORKERS' COMPENSATION ACT, DISABILITY BENEFIT ACT, OR OTHER EMPLOYEE BENEFIT ACT OF ANY JURISDICTION WHICH WOULD OTHERWISE BE APPLICABLE IN THE CASE OF SUCH A CLAIM.

11.2 Except as expressly provided herein, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, ANY LOSS OF USE, LOSS OF BUSINESS OR LOSS OF PROFIT; provided, however, there shall be no limitation on a party's liability to the other for any fines or penalties imposed on the other party by any court of competent jurisdiction or federal, state or local administrative agency resulting from the failure of the party to comply with any term or condition of this Contract or any valid and applicable law, rule or regulation.

- 11.3 FOR ANY WORK PERFORMED IN ARIZONA, IDAHO, SOUTH DAKOTA, UTAH OR WASHINGTON, SECTION 11(6) SHALL NOT EXTEND TO THE SOLE NEGLIGENCE OF CENTURYLINK QC BUT SHALL EXTEND TO THE NEGLIGENCE OF CENTURYLINK QC WHEN CONCURRENT WITH THAT OF THE WSP.
- 11.4 FOR ANY WORK PERFORMED IN THE STATES OF MINNESOTA, NEBRASKA, NEW MEXICO, OR OREGON, ARTICLE 11 SHALL NOT APPLY, EXCEPT THAT SECTION 11 SHALL APPLY FOR WORK PERFORMED IN MINNESOTA FOR MAINTENANCE OR REPAIR OF MACHINERY, EQUIPMENT, OR OTHER SUCH DEVICES, USED AS PART OF A MANUFACTURING, COVERING, OR OTHER PRODUCTION PROCESS INDULGING ELECTRIC, GAS, STEAM, AND TELEPHONE UTILITY EQUIPMENT USED FOR PRODUCTION, TRANSMISSION, OR DISTRIBUTION PURPOSES.

12. **FORCE MAJEURE**

- 12.1 The WSP shall be excused from its performance as to any Order if prevented by acts or events beyond the WSP's reasonable control including extreme weather conditions, strikes, fires, embargoes, actions of civil or military law enforcement authorities, acts of God, or acts of legislative, judicial, executive, or administrative authorities.
- 12.2 If such contingency occurs, CenturyLink QC may elect:
  - 12.2.1 To terminate this Agreement as to the Order in question; or
  - 12.2.2 To terminate already-assigned specific work assignment(s) the WSP is unable to perform, or any part thereof, and to assign new specific work assignments to other parties for the duration of the cause of the delay; or
  - 12.2.3 To suspend already-assigned specific work assignment(s) the WSP is unable to perform, or any part thereof, for the duration of the cause of the delay; and to assign new specific work assignments to other parties for the duration of the cause of the delay.
- 12.3 CenturyLink QC shall be deemed to have elected Section 12.2.3 above unless written notice of termination is given by CenturyLink QC after the contingency occurs. With respect to CenturyLink QC's election of Section 12.2.3 above:
  - 12.3.1 CenturyLink QC shall give the WSP written notice of the work to be performed by such other party prior to its performance and shall deduct from the WSP's price the cost of the work or services actually performed by such other parties.

12.3.2 The WSP shall resume performance, and complete any work not performed or to be performed by another party, once the delaying cause ceases.

12.3.3 If appropriate, at the CenturyLink QC's discretion, the time for completion of specific work assignment(s) shall be extended up to the length of time the contingency endured.

12.4 CenturyLink QC shall be excused from its performance if prevented by acts or events beyond the CenturyLink QC's reasonable control including extreme weather conditions, strikes, fires, embargoes, actions of civil or military law enforcement authorities, acts of God, or acts of legislative, judicial, executive, or administrative authorities.

**13. DISPUTE RESOLUTION.**

13.1. Other than those claims over which a regulatory agency has exclusive jurisdiction, all claims, regardless of legal theory, whenever brought and whether between the parties or between one of the parties to this Agreement and the employees, agents or affiliated businesses of the other party, shall be resolved by arbitration. A single arbitrator engaged in the practice of law and knowledgeable about telecommunications law shall conduct the arbitration in accordance with the then current rules of the American Arbitration Association ("AAA") unless otherwise provided herein. The arbitrator shall be selected in accordance with AAA procedures from a list of qualified people maintained by AAA. The arbitration shall be conducted in the regional AAA office closest to where the claim arose.

13.2. All expedited procedures prescribed by the AAA shall apply. The arbitrator's decision shall be final and binding and judgment may be entered in any court having jurisdiction thereof.

13.3. Other than the determination of those claims over which a regulatory agency has exclusive jurisdiction, federal law (including the provisions of the Federal Arbitration Act, 9 U.S.C. Sections 1-16) shall govern and control with respect to any issue relating to the validity of this Agreement to arbitrate and the arbitrability of the claims.

13.4. If any party files a judicial or administrative action asserting claims subject to arbitration, and another party successfully stays such action and/or compels arbitration of such claims, the party filing the action shall pay the other party's costs and expenses incurred in seeking such stay or compelling arbitration, including reasonable attorney's fees.

**14. LAWFULNESS.** This Agreement and the parties' actions under this Agreement shall comply with all applicable federal, state, and local laws, rules, regulations, court orders, and governmental agency orders. Any change in rates, charges or regulations mandated by the legally constituted authorities will act as a modification of any contract to that extent without further notice. This Agreement shall be governed by the laws of the state where Poles/Innerduct is provided.

Nothing contained herein shall substitute for or be deemed a waiver of the parties' respective rights and obligations under applicable federal, state and local laws, regulations and guidelines, including (without limitation) Section 224 of the Communications Act of 1934, as amended (47 U.S.C. 224). The WSP represents that it is a certified Competitive Local Exchange Carrier or otherwise has the legal right, pursuant to 47 U.S.C. 224 to attach to CenturyLink QC's pole pursuant to the terms thereof. The WSP acknowledges that CenturyLink QC will rely on the foregoing representation, and that if such representation is not accurate, this Agreement shall be deemed void *ab initio*, except for Article 9 hereof, for which WSP shall remain fully liable.

15. **SEVERABILITY.** In the event that a court, governmental agency, or regulatory agency with proper jurisdiction determines that this Agreement or a provision of this Agreement is unlawful, this Agreement, or that provision of the Agreement to the extent it is unlawful, shall terminate. If a provision of this Agreement is terminated but the parties can legally, commercially and practicably continue without the terminated provision, the remainder of this Agreement shall continue in effect.

16. **GENERAL PROVISIONS.**

- 16.1 Failure or delay by either party to exercise any right, power, or privilege hereunder, shall not operate as a waiver hereto.
- 16.2 This Agreement shall not be assignable by WSP without the express written consent of CenturyLink QC, which shall not be unreasonably withheld. Assignment of this Agreement by WSP to WSP's subsidiary or affiliate shall be presumed to be reasonable; provided, however, that WSP must obtain CenturyLink QC's consent in any event.
- 16.3 This Agreement benefits WSP and CenturyLink QC. There are no third party beneficiaries.
- 16.4 This Agreement constitutes the entire understanding between WSP and CenturyLink QC with respect to Service provided herein and supersedes any prior agreements or understandings.

The parties hereby execute and authorize this Agreement as of the latest date shown below:

WSP  
QC

Qwest Corporation dba CenturyLink

Signature

Signature

---

Name Typed or Printed

Pat Finley

Name Typed or Printed

---

Title

## PRODUCT MANAGER

Title

Date \_\_\_\_\_

Date \_\_\_\_\_

Address for Notices	Address for Notices
	Qwest Corporation dba CenturyLink QC 1801 California, Rm. 2160 Denver, CO 80202
Contact:	Contact: PAT FINLEY
Phone:	Phone: 303-896-8466
FAX:	FAX: 303-896-3300

## EXHIBIT A

## PULLING IN REPORT

This report is to be completed by the WSP when fiber cable is placed into innerduct.

\_\_\_\_\_, 20\_\_\_\_

Send to:

Sandie Thomas, Qwest Corp dba CenturyLink QC  
700 W Mineral, Rm IAF12  
Littleton, CO 80120 (303-707-7904)

This is to advise you that pursuant to General Agreement No. \_\_\_\_\_  
 granted to us under the terms of the Innerduct Agreement dated \_\_\_\_\_, 20\_\_\_\_  
 we have completed installation of the following cable into the following ducts.

Municipality \_\_\_\_\_

Location		
From	To	Cable and
<u>Manhole at</u>	<u>Manhole at</u>	<u>Equipment</u>
<u>Installed</u>		

\_\_\_\_\_  
 Name of WSP

By: \_\_\_\_\_

Title: \_\_\_\_\_

Receipt of the above report is hereby acknowledged \_\_\_\_\_, 20\_\_\_\_.

Qwest Corporation dba CenturyLink QC

By: \_\_\_\_\_

Title: \_\_\_\_\_

1. Reports shall be submitted in duplicate.
2. A complete description of all facilities shall be given, including a print showing the locations, quantities, sizes and types of all cables and equipment.

3. Sketch to be furnished showing duct used. Must be same duct assigned to Licensee by Licensor as shown on Exhibit \_\_\_\_, unless a change has been previously authorized in writing by Licensor.

EXHIBIT B

WSP: \_\_\_\_\_

NOTIFICATION OF SURRENDER OR MODIFICATION  
OF CONDUIT OCCUPANCY ORDER BY WSP

Return to:  
Sandie Thomas, Qwest Corp dba CenturyLink QC  
700 W Mineral, Rm IAF12  
Littleton, CO 80120

In accordance with the terms and conditions of this Agreement between us, dated \_\_\_\_\_, 20\_\_, notice is hereby given that the licenses covering occupancy of the following conduit are surrendered (and/or modified as indicated in Licensee's prior notification to Licensor, dated \_\_\_\_\_, 20\_\_) effective \_\_\_\_\_.

CONDUIT LOCATION	LIC. NO. & DATE	SURRENDER OR MODIFICATION	DATE FAC. RMVD. OR MODIFIED

\_\_\_\_\_  
Name of Licensor

\_\_\_\_\_  
Name of Co- Provider

\_\_\_\_\_  
Date Notification Received

By \_\_\_\_\_

\_\_\_\_\_  
Date Modification Accepted

Title \_\_\_\_\_

By \_\_\_\_\_  
Discontinued:

Total duct footage\_\_\_\_\_

## EXHIBIT C

NOTIFICATION OF SURRENDER OR MODIFICATION  
OF POLE ATTACHMENT ORDER BY WSP

WSP: \_\_\_\_\_

Return to:

Sandie Thomas, Qwest Corp dba CenturyLink QC  
700 W Mineral, Rm IAF12  
Littleton, CO 80120

In accordance with the terms and conditions of the Agreement between CenturyLink QC and WSP, dated \_\_\_\_, 20\_\_, notice is hereby given that the licenses covering attachments to the following poles and/or anchors, and/or utilization of anchor/guy strand is surrendered (or modified as indicated in WSP's prior notification to CenturyLink QC, dated \_\_\_\_\_, 20\_\_) effective \_\_\_\_\_.

	POLE NO.	ASSOC. POLE NO.	LIC. NO. & DATE	SURRENDER OR MODIFICATION	DATE FAC. RMVD OR MODIFIED
1.		A A/GS -			
2.		A A/GS -			
3.		A A/GS -			
4.		A A/GS -			
5.		A A/GS -			
6.		A A/GS -			
7.		A A/GS -			
8.		A A/GS -			
9.		A A/GS -			

Date Notification Received \_\_\_\_\_

Date Modification Received \_\_\_\_\_

By: \_\_\_\_\_

Name of WSP

Discontinued:

By: \_\_\_\_\_

Poles \_\_\_\_\_

Anchors \_\_\_\_\_

Anchor/Guy Strands \_\_\_\_\_ Its: \_\_\_\_\_

**ATTACHMENT 4  
FORM OF ACCESS AGREEMENT**

After recording, please return to:  
Sandie Thomas  
700 W Mineral, Rm IAF12  
Littleton, CO 80120

**ACCESS AGREEMENT**

**THIS ACCESS AGREEMENT** (this "Agreement") is made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between **QWEST CORPORATION dba CENTURYLINK QC**, a Colorado corporation, successor in interest to **U S WEST COMMUNICATIONS, INC.**, a Colorado corporation ("Grantor"), whose address is \_\_\_\_\_, and \_\_\_\_\_, a \_\_\_\_\_, whose address is \_\_\_\_\_ ("Grantee").

**RECITALS**

A. This Agreement relates to certain real property (the "Property") located in the County of \_\_\_\_\_ (the "County"), State of \_\_\_\_\_ (the "State").

B. A copy of an agreement purporting to grant to Grantor certain rights to use the Property, as described therein (the "Easement Rights"), is attached as Exhibit A (the "Right of Way Agreement").

C. Pursuant to 42 U.S.C. §§ 224 and 251(b)(5), Grantor, as a Local Exchange Carrier, is required to provide access to rights-of-way to a requesting telecommunications carrier, as defined in 42 U.S.C. § 224. Grantee is a telecommunications carrier that has requested access to Grantor's Easement Rights. To comply with the aforementioned legal requirement, Grantor has agreed to share with Grantee its Easement Rights, if any, relating to the Property, to the extent Grantor may legally convey such an interest.

D. Subject to the terms and conditions set forth in this Agreement, Grantor has agreed to convey to Grantee, without any representation or warranty, the right to use the Easement Rights, and Grantee has agreed to accept such conveyance.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Grant of Right of Access. Grantor hereby conveys to Grantee and its Authorized Users (as defined below) a non-exclusive, perpetual right to access and use the Easement Rights, which right shall be expressly (a) subject to, subordinate to, and

limited by the Right of Way Agreement, and (b) subject to the terms and conditions hereof. As used in this Agreement, "Authorized Users" of Owner, Grantor and Grantee shall mean Owner, Grantor or Grantee, as applicable, their respective Affiliates and agents, licensees, employees, and invitees, including, without limitation, contractors, subcontractors, consultants, suppliers, public emergency vehicles, shipping or delivery vehicles, or construction vehicles. "Affiliates" means, with respect to any Person, any Person that controls, is controlled by or is under common control with such Person, together with its and their respective members, partners, venturers, directors, officers, stockholders, agents, employees and spouses. A Person shall be presumed to have control when it possesses the power, directly or indirectly, to direct, or cause the direction of, the management or policies of another Person, whether through ownership of voting securities, by contract, or otherwise. "Person" means an individual, partnership, limited liability company, association, corporation or other entity.

2. Grantor's Reserved Rights. Grantor reserves to itself and its Authorized Users the right to use the Easement Rights for any purpose not incompatible with the rights conveyed to Grantee by this Agreement.

3. Conditions Precedent to Effectiveness of Agreement. This Agreement is expressly conditioned on the following:

a. Recordation of Agreement. If the Right-of-Way Agreement has been publicly recorded, Grantee shall be responsible for assuring that the Agreement is in appropriate form for recording in the real property records of the County, shall pay for the recording thereof, and shall provide a copy of the recorded Agreement to Grantor at the address set forth above. A legible copy of the Right of Way Agreement must be attached to the Agreement when recorded or the Agreement shall not be effective.

b. Payment of Costs and Expenses. Grantee shall pay to or reimburse Grantor for all costs and expenses, including reasonable attorneys' fees, relating to Grantor's execution and delivery of this Agreement.

4. Grantee's Representations and Warranties. Grantee represents and warrants to Grantor that:

a. Authority. Grantee is a \_\_\_\_\_, duly formed and validly existing under the laws of the State of \_\_\_\_\_. All necessary action has been taken by Grantee to execute and deliver this Agreement and to perform the obligations set forth hereunder. Grantee is a "telecommunications carrier" as that term is defined in 42 U.S.C. § 224.

b. Due Diligence. Grantee acknowledges and agrees that neither Grantor nor any agent, employee, attorney, or representative of Grantor has made any statements, agreements, promises, assurances, representations, or warranties, whether in this Agreement or otherwise and whether express or implied, regarding the Right of Way Agreement or the Easement Rights or the assignability or further granting thereof, or title to or the environmental or other condition of the Property. Grantee further acknowledges and agrees that Grantee has examined and investigated to its full satisfaction the physical nature and condition of the Property and the Easement Rights and that it is acquiring the

Easement Rights in an "AS IS, WHERE IS" condition. Grantee expressly waives all claims for damages by reason of any statement, representation, warranty, assurance, promise or agreement made, if any.

5. Grantee's Covenants.

a. Compliance with Right of Way Agreement. Grantee agrees that the rights granted by Grantor hereunder are expressly subject to, subordinate to, and limited by the Right of Way Agreement, and Grantee further agrees to comply in all respects with the terms and conditions of the Right of Way Agreement as they apply to the holder or user of the Easement Rights. In the event Grantee fails to observe or perform any of its obligations under the Right of Way Agreement, Grantor shall have the right, but not the obligation, to perform or observe such obligation to the extent that such obligation can be observed or performed by Grantor.

b. Compliance with Laws. Grantee agrees to use the Property and the Easement Rights in compliance with all applicable laws.

c. No Further Grant. Grantee shall not grant to any Person other than Grantee's Authorized Users the right to use the Easement Rights without the prior written consent of Grantor, which consent may be granted or withheld in Grantor's sole discretion.

d. Non-Interference. Grantee agrees that it will not interfere with Grantor's or Grantor's Authorized Users' use of the Easement Rights and will not take any action or fail to take any action that would negatively affect the Easement Rights or cause or contribute to the termination of the Right of Way Agreement.

6. Indemnification. Grantee hereby agrees to indemnify, defend and hold Owner, Grantor and their respective Affiliates harmless from and against any and all claims, judgments, damages, liabilities, penalties, fines, suits, causes of action, costs of settlement, and expenses (including, without limitation, reasonable attorneys' fees) which may be imposed upon or incurred by Grantor or its Authorized Users, or any of them, arising from, relating to or caused by Grantee's breach of this Agreement or the use, or the use by any of Grantee's Authorized Users, of the Easement Rights. In addition to the indemnity obligations described above, in the event that any act or omission of Grantee or Grantee's Authorized Users causes, directly or indirectly, and without reference to any act or omission of Owner, Grantor or their respective Authorized users, the termination or revocation of the Easement Rights, Grantee shall be liable to Grantor for all costs incurred in connection with (a) acquiring replacement Easement Rights over the Property or over other suitable Property, as determined in Grantor's sole judgment (the "Replacement Easement"), (b) the fully-loaded cost of constructing replacement facilities over the Replacement Easement, (c) the cost of removing its facilities and personal property from the Property, if required by the Right of Way Agreement, and (d) any other costs of complying with the Right of Way Agreement, including, without limitation, reasonable attorneys' fees. Grantee shall pay all such amounts within ten (10) days of receipt of any invoice for such costs delivered to Grantee by Owner, Grantor or their respective Authorized Users.

7. Condemnation. If any action is taken whereby the Right of Way Agreement or any part of the Easement Rights are terminated, relocated or otherwise affected, by any taking or partial taking by a governmental authority or otherwise, then such any compensation due or to be paid to the holder of the Easement Rights due to such occurrence shall belong solely to Grantor.

8. Severable Provisions. If any term of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

9. Default; Remedies. (a) If Grantee files a petition in bankruptcy, or a petition is bankruptcy is filed against Grantee, which is not dismissed on or before fifteen (15) days after such filing, or (b) in the event of Grantee's breach or threatened breach of any term, covenant or condition of this Agreement, then Grantor shall have, in addition to all other legal and equitable remedies, the right to (x) terminate this Agreement, (y) enforce the provisions hereof by the equitable remedy of specific performance, or (z) enjoin such breach or threatened breach by injunctive action, all without the necessity of proof of actual damages or inadequacy of any legal remedy. Grantee agrees to pay all costs of enforcement of the obligations of Grantee hereunder, including reasonable attorneys' fees and all costs of suit, in case it becomes necessary for Grantor to enforce the obligations of Grantee hereunder, whether suit be brought or not, and whether through courts of original jurisdiction, as well as in courts of appellate jurisdiction, or through a bankruptcy court or other legal proceedings.

10. Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be assigned at any time in whole or in part by Grantor.

11. No Dedication. Nothing contained in this Agreement shall constitute a gift or dedication of any portion of the Easement Rights to the general public or for any public purpose whatsoever. There are no intended third-party beneficiaries to this Agreement.

12. Grantor's Waiver of Confidentiality. If the Right of Way Agreement is not publicly recorded, Grantor hereby grants a limited waiver of any right to keep the terms and conditions of the Right of Way Agreement confidential, except for any dollar amounts in the Right of Way Agreement, which rights Grantor expressly reserves, and subject to Grantee's and Owner's compliance with the terms and conditions in this paragraph. In all instances, Grantee will use the Right of Way Agreement only for the following purposes: (a) to determine whether Grantor has ownership or control over duct, conduits, or rights-of-way within the property described in the Right of Way Agreement; (b) to determine the ownership of wire within the property described in the Right of Way agreement; or (c) to determine the demarcation point between Grantor facilities and the Owner's facilities in the property described in the agreement. Grantee further agrees that Grantee shall not disclose the contents, terms, or conditions of any agreement provided pursuant to Section 10.8 to any Grantee agents or employees engaged in sales, marketing, or product management efforts on behalf of Grantee. Grantor's waiver of rights, subject to the limitations set forth above, is intended to be effective whether or not such right to confidentiality is expressly set forth in the Right of Way Agreement or elsewhere or may have been agreed to orally, and so long as Grantee and Owner comply with the conditions set forth above, Grantor further covenants not to assert any claim or commence any action, lawsuit, or other legal proceeding against Owner or Grantee, based upon or arising out of Grantor's alleged right to confidentiality relating to the Right of Way Agreement, except in the event of disclosure of dollar amounts in the Right of Way Agreement. Grantor's waiver is expressly conditioned on Owner's waiver of Owner's confidentiality rights, as set forth in the Consent to Disclosure form, which is a part hereof, or Grantee's provision to Grantor of a legally binding and satisfactory agreement to indemnify Grantee in the event of any legal action arising out of Owner's provision of a non-recorded agreement to Grantee. In the event that , the person executing the Consent to Disclosure form does not have the legal right to bind the Owner, Grantor reserves the right to maintain an action for damages, including, without limitation, consequential damages, arising from such improper execution against any Person improperly executing the Consent to Disclosure form. In any event, Grantor reserves its right to (a) to enforce the confidentiality provisions of the Right of Way Agreement as to any dollar amounts set forth in such Right of Way Agreements, and/or (b) to maintain an action for damages, including, without limitation, consequential damages, arising from the disclosure of the dollar amounts in any Right of Way Agreement, against any party, including, without limitation, against Grantee or against any Person improperly executing the Consent to Disclosure form.

13. Notices. All notices to be given pursuant to this Agreement shall be deemed delivered (a) when personally delivered, or (b) three (3) business days after being mailed postage prepaid, by United States certified mail, return receipt requested, or (c) one business day after being timely delivered to an overnight express courier service such as Federal Express which provides for the equivalent of a return receipt to the sender, to the above described addresses of the parties hereto, or to such other address as a party may request in a writing complying with the provisions of this Section.

14. Modification; Counterparts. This Agreement may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective, except by an instrument in writing and signed by the party against whom enforcement of any amendment, modification, change or waiver is sought. This Agreement may be executed in any number of counterparts, all of which shall constitute but one and the same document.

15. Controlling Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

**16. Waiver of Jury Trial. THE PARTIES HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT OF APPLICABLE LAW, ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

**[Signature pages follow]**

**EXECUTED** as of the date first written above.

**GRANTOR:**

Witnessed by: \_\_\_\_\_

QWEST CORPORATION dba  
CENTURYLINK QC a Colorado corporation,  
successor in interest to  
U S WEST COMMUNICATIONS, INC.,  
a Colorado corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

) ss:

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of QWEST CORPORATION dba CENTURYLINK QC, a Colorado corporation.

Witness my hand and official seal.

(SEAL)

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**EXECUTED** as of the date first written above.

**GRANTEE:**

Witnessed by: \_\_\_\_\_, a  
\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Name:  
Title:  
STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss:  
\_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of  
\_\_\_\_\_, 20\_\_, by \_\_\_\_\_ as  
\_\_\_\_\_ of  
\_\_\_\_\_, a \_\_\_\_\_.

Witness my hand and official seal.

(SEAL)

\_\_\_\_\_  
Notary Public  
My Commission Expires:  
\_\_\_\_\_

## CONSENT TO DISCLOSURE

**THE UNDERSIGNED**, \_\_\_\_\_, a  
\_\_\_\_\_, ("Owner"), whose address is \_\_\_\_\_, hereby  
consents to the terms of the following paragraphs regarding the agreement described or  
entitled as \_\_\_\_\_ between Qwest Corporation  
dba CenturyLink QC formerly U S WEST Communications, Inc. ("CenturyLink QC") and  
Owner for the property located at \_\_\_\_\_ ("Property") that  
provides CenturyLink QC with access to Owner's Property (the "Agreement").

**FOR TEN DOLLARS (\$10)** and other good and valuable consideration, the  
receipt and sufficiency of which are hereby acknowledged, Owner agrees as follows:

1. Title to Property. Owner represents and warrants either (a) that Owner is the owner of  
fee title to the Property described in the Agreement or, if no description of the Property is  
given in the Agreement, then (b) that Owner is the grantor, or the successor to or  
assignee of the grantor, of the easement rights, if any, under the Agreement. Owner  
further represents and warrants that Owner has the legal right to execute this Consent to  
Disclosure, including, without limitation, the right to waive the confidentiality of the  
Agreement as set forth in paragraph 3 of this Consent to Disclosure.

2. Owner's Acknowledgments. Owner expressly acknowledges that (a) this is a legal  
document that may affect Owner's rights and Owner was given the opportunity to have  
the Agreement and this Consent to Disclosure reviewed by Owner's attorney; and (b)  
Owner, by signing this Consent to Disclosure, waives any rights it may have to keep the  
terms and provisions of the Agreement confidential.

3. Owner's Waiver of Confidentiality. Owner hereby waives any right it may have to  
keep the terms and conditions of the Agreement confidential, whether or not such right  
to confidentiality is expressly set forth in the Agreement or elsewhere or may have been  
agreed to orally, subject to the compliance of the competitive local exchange carrier  
("WSP") with the requirements of paragraph 5. Owner further covenants not to assert  
any claim or commence any action, lawsuit, or other legal proceeding against  
CenturyLink QC or WSP presenting this Consent to Disclosure, based upon or arising  
out of Owner's alleged right to confidentiality relating to the Agreement. Owner's  
consent to disclosure applies only to the Agreement that is described in this Consent to  
Disclosure form and only to the undersigned WSP.

4. CenturyLink QC's Waiver of Confidentiality. CenturyLink QC represents and warrants  
that it is granting a limited waiver of its confidentiality rights that permits WSP to review  
the Agreement subject to WSP's compliance with the requirements of paragraph 5 and  
CenturyLink QC's right to redact all dollar amounts set forth in the Agreement.  
CenturyLink QC's consent to disclosure applies only to the Agreement that is described  
in this Consent to Disclosure form and only to the undersigned WSP.

5. WSP's Obligations. WSP shall use the Agreement exclusively for the following  
purposes and for no other purpose whatsoever:

- (a) to determine whether CenturyLink QC has ownership or control over duct, conduits, or rights-of-way within the Property described in the Agreement; or
- (b) to determine the ownership of wire within the Property described in the Agreement; or
- (c) to determine the demarcation point between CenturyLink QC facilities and the Owner's facilities in the Property described in the Agreement.

WSP further agrees that WSP shall not disclose the contents, terms, or conditions of the Agreement to any WSP agents or employees engaged in sales, marketing, or product management efforts on behalf of WSP.

6. Acknowledgement of Limitation on Waivers. **Owner understands that CenturyLink QC does not agree to waive the confidentiality of the dollar amounts set forth in any Agreement, and acknowledges that Owner has no right to provide copies of such Agreements to any party unless Owner has completely deleted the dollar amounts. Owner shall not provide a copy of the Agreement unless Owner has completely deleted all dollar amounts. Whether provided by Owner or CenturyLink QC, WSP shall comply with the conditions set forth in paragraph 5.**

7. Notices. All notices to be given pursuant to this Agreement shall be deemed delivered (a) when personally delivered, or (b) three (3) business days after being mailed postage prepaid, by United States certified mail, return receipt requested, or (c) one business day after being timely delivered to an overnight express courier service such as Federal Express which provides for the equivalent of a return receipt to the sender, to the above described addresses of the parties hereto, or to such other address as a party may request in a writing complying with the provisions of this Section.

**EXECUTED** as of the date first written above.

**OWNER:**

\_\_\_\_\_

\_\_\_\_\_

**WSP:**

\_\_\_\_\_

\_\_\_\_\_

**EXHIBIT 1**

**Right of Way Agreement**

(This represents the ROW agreement between the

## **EXHIBIT E**

**Intentionally Left Blank**

## **EXHIBIT F**

**INTENTIONALLY LEFT BLANK**

## **EXHIBIT G**

**Intentionally Left Blank**

## **EXHIBIT H**

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## **Exhibit I – Individual Case Basis**

1. This Agreement contains references to both ICB rates and ICB intervals. The purpose of this exhibit is to identify how WSP's ICB requests – whether they be for rates or intervals – are processed through and by CenturyLink QC.
2. ICB Rate Intervals
  - 2.1 For those products and services identified in the AGREEMENT that contain a provision for ICB rates, CenturyLink QC will provide WSP with a written quote of the ICB rate within twenty (20) business days unless a specific interval for providing the quote is either contained in the AGREEMENT or this Exhibit.
  - 2.2 The purpose of this subsection is to identify those circumstances when the generic twenty (20) business day interval in the aforementioned subsection to this Exhibit does not apply. In these specified circumstances, CenturyLink QC shall provide WSP with an ICB quote within the stated specific intervals:
    - 2.2.1 Quotes for all Bona Fide Requests (BFR) shall be provided in accord with Section 16.
    - 2.2.2 Quotes for all Special Request Processes (SRP) shall be provided in accord with Section 17 and Exhibit F.
  - 2.3 Upon request, CenturyLink QC shall provide WSP with CenturyLink QC's supporting cost data and/or cost studies for the Unbundled Network Element or service that WSP wishes to order within seven (7) business days, except where CenturyLink QC cannot obtain a release from its vendors within seven (7) business days, in which case CenturyLink QC will make the data available as soon as CenturyLink QC receives the vendor release. Consistent with the terms and conditions of any applicable vendor contract or agreement, CenturyLink QC shall diligently pursue obtaining the release of cost information as soon as reasonably possible. To the extent consistent with the terms and obligations of any applicable vendor contract or agreement, CenturyLink QC shall request the release of vendor cost information when CenturyLink QC communicates with the vendor(s) when CenturyLink QC seeks a quote for the costs of the ICB project. Such cost data shall be treated as confidential information if requested by CenturyLink QC under the non-disclosure sections of this Agreement.
3. ICB Provisioning Intervals
  - 3.1 For those products and services provided pursuant to this AGREEMENT that contain a provision for ICB interval but do not contain a specific provision for when the ICB interval shall be provided, the ICB interval shall be provided within twenty (20) business days of receipt of the order, request or application.

- 3.2 For ICB intervals for those products and services that require negotiated project time lines for installation, such as 2/4 wire analog loop for more than twenty-five (25) loops, the CenturyLink QC representative, authorized to commit to intervals, shall meet with WSP's representative within seven (7) business days of receipt of the request from WSP to negotiate intervals.

## Exhibit J

### Election of Reciprocal Compensation Option

The Parties have agreed to a Bill and Keep Arrangement for IntraMTA traffic. However, should the FCC take further action or a court of competent jurisdiction replaces, modifies or supersedes the applicable compensation rules or the traffic become out of balance, the compensation rate shall be based on the election made from this Exhibit J.

Pursuant to the election in this Exhibit J of this Agreement, the Parties agree to exchange IntraMTA traffic per section 6.3.5.4.

WSP must select either 1. OR 2.

1. The rates applicable to IntraMTA traffic between Qwest and WSP shall be the same as the rates established in ISP-bound traffic pursuant to Exhibit A, Section 6.8. Such rate for ISP-bound traffic will apply to IntraMTA traffic in lieu of End Office Call Termination rates, and Tandem Switched Transport rates.

Signature \_\_\_\_\_

Print Name: \_\_\_\_\_

2. Compensation rate for IntraMTA traffic shall be as established by the Commission pursuant to Exhibit A, Section 6.7.

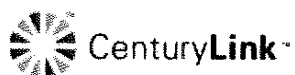
Signature \_\_\_\_\_

Print Name: \_\_\_\_\_

When the FCC ordered rate for ISP-bound traffic is applied to IntraMTA Traffic, the FCC Ordered ISP rate is used in lieu of End Office call termination and Tandem Switched Transport rate elements.

## **EXHIBIT K**

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From:	Michael Felicissimo
Envelope Subject:	NE Colorado Cellular, Inc. dba Viaero Wireless-Qwest dba CenturyLink Wireless Agreement - NE
Attachments to Fax:	
Envelope ID:	cd53e662-0fff-4732-b01e-0987e3ba6677
Sender Account Name:	CenturyLink
Number of Pages: (Including cover page)	<u>4</u>

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Adoption of the  
Wireless Agreement

By

NE Colorado Cellular, Inc. dba Viaero Wireless

And

Qwest Corporation dba CenturyLink QC

Adopting the  
Wireless Agreement

Between

Qwest Corporation dba CenturyLink QC

And

Verizon Wireless

For the State of Nebraska

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### Adoption of the Wireless Agreement

This Adoption of the Wireless Agreement ("Agreement") is entered into by and between NE Colorado Cellular, Inc. dba Viaero Wireless ("Viaero"), a Colorado corporation, and Qwest Corporation dba CenturyLink QC ("CenturyLink") a Colorado corporation, each of which may be referred to herein as "Party", or collectively as "the Parties", to establish the rates, terms and conditions for local interconnection and the exchange of Local traffic for the state of Nebraska.

NOW THEREFORE, the Parties agree as follows:

#### 1. ADOPTED AGREEMENT

- 1.1 This Agreement between the Parties shall consist of the Wireless Agreement for the state of Nebraska entered into by and between Verizon Wireless, and Qwest Corporation dba CenturyLink QC, dated approved May 17, 2011, ("Adopted Agreement"), as filed with the Nebraska Public Service Commission ("Commission").
- 1.2 This Agreement is made a part of and incorporates the terms and conditions of the Adopted Agreement, including all amendments to that Adopted Agreement (the "Terms").
- 1.3 Except as set forth herein, the Adopted Agreement remains unchanged and in full force and effect. In the event of a conflict between the Terms of the Adopted Agreement and this Agreement, this Agreement will control.

#### 2. PARTIES

For the purposes of this Agreement, CLEC is hereby substituted in the Adopted Agreement for Verizon Wireless; and CenturyLink shall remain as the other Party to the Adopted Agreement.

#### 3. PROVISIONS

- 3.1 The Terms of the Verizon Wireless Agreement are being adopted in its entirety by Viaero pursuant to Viaero's statutory rights under Section 252(i). The filing and performance by CenturyLink of the Terms does not in any way constitute a waiver by CenturyLink of any position as to the Terms or a portion thereof, nor does it constitute a waiver by CenturyLink of any or all rights and remedies it may have to seek review of the Terms, or to seek review in any way of any provisions included in these Terms as a result of Viaero's 252(i) election.
- 3.2 Should Viaero attempt to apply the adopted Terms in a manner that conflicts with the provisions set forth herein, CenturyLink reserves its rights to seek appropriate legal and/or equitable relief.

#### 4. EFFECTIVE DATE AND TERM

- 4.1 This Agreement, if an initial Agreement shall become effective on the date of Commission Approval ("Effective Date"); however the Parties may agree to implement the provisions of this Agreement upon execution by both Parties. However, the initiation of a new account, any new provision of service or obligation or any revision to currently existing services or obligations may take up to 60 days to accommodate any required initial processes.
- 4.2 In the event that the Parties currently have an existing Wireless Agreement, this Agreement shall replace the existing Wireless Agreement in its entirety beginning on the Effective Date. However, nothing relieves the Parties from fulfilling all obligations incurred under that prior Wireless Agreement.

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4.3 The expiration date of this Agreement shall be the expiration date of the Adopted Agreement, which is May 17, 2014.

5. NOTICES

Except as otherwise provided, all notices and communication hereunder will be deemed to have been duly given when made in writing and delivered in person or deposited in the U.S. mail, certified, postage paid, return receipt requested, and addressed as follows:

To CenturyLink:  
CenturyLink  
Director Wholesale Contracts  
930 15th Street, 6th Floor  
Denver, CO 80202  
Phone: 303-672-2879  
Email: [intagree@centurylink.com](mailto:intagree@centurylink.com)

With Copy to:  
CenturyLink Legal Department  
Wholesale Interconnection  
1801 California Street, 9th Floor  
Denver, CO 80202  
Phone: 303-383-6553  
Email: [Legal.Interconnection@centurylink.com](mailto:Legal.Interconnection@centurylink.com)

To Viaero:  
NE Colorado Cellular, Inc.  
dba Viaero Wireless  
Andrew Newell, General Counsel  
1224 W Platte Ave.  
Fort Morgan, CO 80701  
Phone: 970-467-3145  
Email: [Andrew.newell@viaero.com](mailto:Andrew.newell@viaero.com)

With Copy to:  
NE Colorado Cellular, Inc.  
dba Viaero Wireless  
Frank Di Rico - President  
1224 W Platte Ave  
Fort Morgan, CO 80701  
Phone: 970-768-0000  
Email: [Rosalie.jefferson@viaero.com](mailto:Rosalie.jefferson@viaero.com)

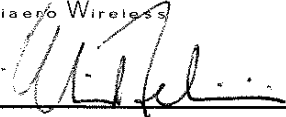
6. REGULATORY REQUIREMENTS

6.1 CLEC represents and warrants that it is authorized to provide telecommunications services in the State of Nebraska.

6.2 The Parties will cooperate to file this Agreement with the Commission for approval and complete all attendant requirements of the Commission for such approval.

IN WITNESS WHEREOF, Viaero and CenturyLink have caused this Agreement to be executed by their respective duly authorized representatives.

NE Colorado Cellular, Inc.  
dba Viaero Wireless

  
\_\_\_\_\_  
Signature

Michael Felicissimo  
\_\_\_\_\_  
Printed Name

Executive Vice-President  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Qwest Corporation dba CenturyLink QC

\_\_\_\_\_  
Signature

L. T. Christensen  
\_\_\_\_\_  
Printed Name

Director - Wholesale Contracts  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date