TC97-044

DOCKET NO. TC97-044

In the Matter of IN THE MATTER OF THE FILING OF WIRELESS INTERCONNECTION AGREEMENT BETWEEN U S WEST COMMUNICATIONS, INC. AND COMMNET CELLULAR, INC.

Public Utilities Commission of the State of South Dakota

DATE	MEMORANDA
4/15 97	Filed and Docketed;
4/24 97	TC Fax Filing;
6/26 97	Staff Analysis and Recommendation;
7/17 97	Order Approving Negotiated Agreement;
7/17 97	Docket Closed.
8/19 97	Revised Wireless Interconnection Agreement
12/12 97	Executed Concurrence Letter with a New Rate Page,
12/18 97	TC Fax Filing;
1/21 98	Order Approving First Amendment to a Negotiated Agreement,
1/21 98	Docket Closed

U S WEST, Inc.
1801 California Street, Suite 5100
Denver, Colorado 80202
303 672-2819
Facsimile 303 295-7069

William P. Heaston
Senior Attorney

TC97-044

U S WEST

VIA OVERNIGHT DELIVERY

April 17, 1997

Mr. William Bullard, Jr.
Executive Director
South Dakota Public Utilities Commission
State of South Dakota
500 East Capitol Avenue
Pierre, SD 57501

RECEIVED
APR 1 3 1997
SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Re: Filing of Type 2 Wireless Interconnection Agreement between
U S WEST Communications, Inc. and
CommNet Cellular, Inc.

Dear Mr. Bullard:

U S WEST Communications, Inc. ("U S WEST"), hereby files an original and ten (10) copies of the arbitrated Wireless Interconnection Service Agreement Number DLN-970320-4406/DLH (the "Agreement"), between U S WEST and CommNet Cellular, Inc.

U S WEST is simultaneously filing its Reservation of Rights regarding the filing of this arbitrated Wireless Interconnection Service Agreement.

Please date stamp the additional copy of each document enclosed and return in the self-addressed stamped envelope enclosed. Thank you for your cooperation.

Yours truly,

William P. Heaston

WPH:mb
Enclosures

cc: Per Service List

TC97-044

RECEIVED

APR 18 1997

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

WIRELESS INTERCONNECTION AGREEMENT - SOUTH DAKOTA

BETWEEN

U S WEST COMMUNICATIONS, INC.

AND

COMMNET CELLULAR, INC.

TABLE OF CONTENTS

I. RECITALS 1

II. SCOPE OF AGREEMENT 1

III. DEFINITIONS 2

IV. RECIPROCAL TRAFFIC EXCHANGE 7

A. Scope 7

B. Types of Traffic 8

C. Types of Exchanged Traffic 9

D. Rate Structure -- Local Traffic 11

E. Rate Structure – Non-Local Traffic 12

F. Rate Structure -- Transit Traffic 13

G. Measuring Wireless Interconnection Minutes 13

H. Billing Parameters 13

I. Reciprocal Compensation Credit 14

J. Miscellaneous Charges 16

K. Standard Billing Arrangement 16

M. Testing 17

N. Ordering 17

O. Billing Arrangements 18

P. Mileage Measurement 20

Q. Construction Charges 20

V. INTERCONNECTION 20

A. Definition 20

B. Mid-Span Meet POI 21

TABLE OF CONTENTS

C. Collocation 21

D. Network Access Channel 21

E. Quality of Interconnection 21

F. Points of Interface (POI) 22

G. Trunking Requirements 22

H. Interconnection Forecasting 23

I. Service Interruptions 24

VI. COLLOCATION 26

VII. UNBUNDLED ACCESS/ELEMENT 26

VIII. ANCILLARY SERVICES AND ARRANGEMENTS 26

IX. ACCESS TO OPERATIONAL SUPPORT SYSTEMS (OSS) 26

X. ACCESS TO TELEPHONE NUMBERS 26

Number Resources Arrangements 26

XI. CALL COMPLETION FROM USWC OPERATORS 27

XII. U S WEST DEX ISSUES 27

XIII. ACCESS TO DATABASES 28

XIV. NOTICE OF CHANGES 28

XV. REFERRAL ANNOUNCEMENT 28

XVI. NETWORK INTERCONNECTION AND UNBUNDLED ELEMENT REQUEST 28

XVII. AUDIT PROCESS 30

XVIII. AUDIOTEXT AND MASS ANNOUNCEMENT SERVICES 31

TABLE OF CONTENTS

XIX. LOCAL INTERCONNECTION DATA EXCHANGE FOR BILLING 32

XX. CONSTRUCTION CHARGES 33

XXI. SERVICE STANDARDS 33

XXII. MISCELLANEOUS TERMS 35

A. General Provisions 35

B. Term of Agreement 36

C. Most Favored Nation Terms and Treatment 36

D. Payment 36

E. Taxes 37

F. Force Majeure 37

G. Limitation of Liability 38

H. Indemnity 38

I. Intellectual Property 39

J. Warranties 41

K. Assignment 41

L. Default 41

M. Disclaimer of Agency 41

N. Severability 42

O. Nondisclosure 42

P. Survival 44

Q. Dispute Resolution 44

R. Controlling Law 44

S. Joint Work Product 44

T. Responsibility for Environmental Contamination 44

TABLE OF CONTENTS

U. Notices 45

V. Responsibility of Each Party 45

W. No Third Party Beneficiaries 45

X. Referenced Documents 45

Y. Publicity and Advertising 46

Z. Amendment 46

AA. Executed in Counterparts 46

BB. Headings of No Force or Effect 47

CC. Cancellation Charges 47

DD. Regulatory Approval 47

EE. Compliance 47

FF. Compliance with the Communications Law Enforcement Act of 1994 ("CALEA") 47

GG. Entire Agreement 47

WIRELESS INTERCONNECTION SERVICE AGREEMENT

This Wireless Interconnection Agreement is between CommNet Cellular Inc ("Carrier"), and U S WEST Communications, Inc ("USWC") a Colorado corporation

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

I. RECITALS

A. Pursuant to this Agreement Carrier and USWC collectively the Parties will extend certain arrangements to one another for the purpose of offering wireless to wireline or wireline to wireless services within each LATA in which they both operate within the State of South Dakota This Agreement is a combination of agreed terms and terms imposed by arbitration under Section 252 of the Communications Act of 1934 as modified by the Telecommunications Act of 1996 ("the Act"), and as such does not necessarily represent the position of either Party on any given issue The Parties enter into this Agreement without prejudice to any position they may have taken previously or may take in the future in any legislative regulatory or other public forum addressing any matters including matters related to the types of arrangements prescribed by this Agreement

B. The Parties agree and understand that USWC is proposing certain provisions in this Agreement based in large part on the FCC's First Report and Order in the Matter of Implementing of Local Competition Provisions in the Telecommunications Act of 1996 CC Docket No 96-98 rel Aug 8 1996 ("FCC 1st Order") and the Second Report and Order and Memorandum Opinion and Order, In the Matter of Implementation of the Local Competition Provisions of the Telecommunications act of 1996 CC Docket No 96-98 rel Aug 8 1996 ("FCC 2d Order") To the extent that certain of the rules contained in the FCC 1st Order and the FCC 2d Order or any other FCC Order adopted to implement the Telecommunications Act of 1996 are deemed by the courts to be not effective this Agreement shall be modified to comport with the final court decisions and subsequent FCC rules adopted to comply with the court's decisions

II. SCOPE OF AGREEMENT

A. The Agreement also sets forth the terms conditions and prices under which the Parties agree to provide Type 2 interconnection for CMRS carriers only in association with CMRS services and reciprocal compensation for the exchange of traffic between USWC and Carrier for purposes of offering telecommunications services Unless otherwise provided in this Agreement the Parties will perform all of their obligations hereunder throughout to the extent

provided in the Appendices attached hereto. The Agreement includes all accompanying appendices.

B. In the performance of their obligations under this Agreement, the Parties shall act in good faith and consistently with the intent of the Act. Where notice, approval or similar action by a Party is permitted or required by any provision of this Agreement, (including, without limitation, the obligation of the Parties to further negotiate the resolution of new or open issues under this Agreement) such action shall not be unreasonably delayed, withheld or conditioned.

III. DEFINITIONS

A. "Access Tandem" means a USWC switching system which switches calls between end offices.

B. "Act" means the Communications Act of 1934 (47 U.S.C. 151 et seq.), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or a Commission within its state of jurisdiction.

C. "Automatic Number Identification" or "ANI" means a Feature Group D signaling parameter which refers to the number transmitted through a network identifying the billing number of the calling party.

D. "Basic Exchange Telecommunications Service" means a service offered to end users which provides the end user with a telephonic connection to, and a unique local telephone number address on, the public switched telecommunications network, and which enables such end user to generally place calls to, or receive calls from, other stations on the public switched telecommunications network. Basic residence and business line services are Basic Exchange Telecommunications Services. As used solely in the context of this statement and unless otherwise agreed, Basic Exchange Telecommunications Service includes access to ancillary services such as 911, directory assistance and operator services.

E. "Calling Party Number" or "CPN" is a Common Channel Signaling ("CCS") parameter which refers to the number transmitted through a network identifying the calling party. Reference Technical Pub. 77342.

F. "Call Termination" involves the terminating carrier's end office switching and delivery of terminating traffic from that end office switch to the called party's location.

G. "Call Transport" is the tandem switching and transmission of terminating traffic from the tandem to the terminating carrier's end office switch that directly serves the called party.

H. "CMRS" or "Commercial Mobile Radio Service" is as defined in the Communications Act of 1934 as amended by the Telecommunications Act of 1996.

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

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

b "Tandem Office Switches" which are used to connect and switch trunk circuits between and among other Central Office Switches. Access tandems provide connections for exchange access and non-local traffic while local tandems provide connections for local/EAS traffic.

J "Collocation" means an arrangement whereby one Party's (the "Collocating Party") facilities are terminated in its equipment necessary for Interconnection or for access to Network Elements on an unbundled basis which has been installed and maintained at the premises of a second Party (the "Housing Party"). Collocation may be "physical" or "virtual". In "Physical Collocation," the Collocating Party installs and maintains its own equipment in the Housing Party's premises. In "Virtual Collocation," the Housing Party installs and maintains the Collocating Party's equipment in the Housing Party's premises.

K "Commission" means the Public Service Commission of South Dakota.

L "Common Channel Signaling" or "CCS" means a method of digitally transmitting call set-up and network control data over a special signaling network fully separate from the public voice switched network elements that carry the actual call. The CCS protocol used by the Parties shall be Signaling System 7.

M "Customer" means a third-party (residence or business) that subscribes to Telecommunications Services provided by either of the Parties.

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

O "Digital Signal Level 1" or "DS1" means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing.

P "Digital Signal Level 3" or "DS3" means the 44.736 Mbps third-level in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.

Q "Exchange Message Record" or "EMR" is the standard used for exchange of telecommunications message information between telecommunications providers for billable, non-billable, sample, settlement and study data. EMR format is contained in BR-010-200-010 CRIS Exchange Message Record, a Bellcore document that defines industry standards for exchange message records.

R "Extended Area Service (EAS)/Local Traffic means traffic that is originated by an end user of one Party and terminates to an end user of the other Party as defined in accordance with USWC's then current EAS/local serving areas, as determined by the Commission.

S "Interconnection" is as described in the Act and refers to the connection of separate pieces of equipment, facilities, or platforms between or within networks for the purpose of transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic.

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

U "InterLATA" is a term used to describe telecommunications functions originating in one LATA and terminating in another.

V "IntraLATA" is a term used to describe telecommunications functions originating and terminating in the same LATA.

W "InterMTA" is a term used to describe telecommunications functions used by CMRS providers originating in one MTA and terminating in another.

X "Local Access and Transport Area (LATA)" denotes a geographical area established for the provision and administration of communications service. It encompasses one or more designated exchanges, which are grouped to serve common social, economic and other purposes.

Y "Local Calling Area (LCA)" is a geographic area defined by the MTA within which Carrier provides CMRS services where local interconnection rates apply excluding roaming traffic as defined in FCC First Report and Order 96-325 47CFR 51701 (b) (2).

Z "Local Tandem" is a USWC switching system that switches calls to and from end offices within the state commission defined wireline local calling area for call completion.

AA "Major Trading Area (MTA)" is a geographic area established in Rand McNally's Commercial Atlas and Marketing Guide and used by the FCC in defining CMRS license boundaries for CMRS providers for purposes of Sections 251 and 252 of the Communications Act of 1934 as amended.

BB "MECAB" refers to the Multiple Exchange Carrier Access Billing (MECAB) document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), that functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document, published by Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an access service provided by two or more LECs (including a LEC and a CLEC), or by one LEC in two or more states within a single LATA.

CC "MECOD" refers to the Multiple Exchange Carriers Ordering and Design (MECOD) Guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), that functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECOD document, published by Bellcore as Special Report SR STS-002643, establishes

recommended guidelines for processing orders for access service that is to be provided by two or more LECs (including a LEC and a CLEC). It is published by Bellcore as SRBDS 00983.

DD "Meet-Point Billing" or "MPB" refers to an agreement whereby two LECs (including a LEC and CLEC) jointly provide switched access service to an Interexchange Carrier, with each LEC (or CLEC) receiving an appropriate share of the transport element revenues as defined by their effective access tariffs.

EE "Mid-Span Meet" is a point of interconnection between two networks, designated by two telecommunications carriers, at which one carrier's responsibility for service begins and the other carrier's responsibility ends.

FF "Mobile Switching Center (MSC)" may also be referred to as Personal Communications Switching Center (PCSC) or Wireless Switching Center (WSC). The MSC is a configuration of equipment designed to provide wireless service to a wireless subscriber. Typically the switching element is referred to as MSC and provides the connection of call to other subscribers or the first point of switching for Carrier's customers.

GG "Non-Local Calls" is the completion of interMTA and roaming calls based on location of wireless subscriber and USWC land line end users as defined in FCC First Report and Order 96-325 paragraph 1043, which interconnection Access charges will be applicable.

HH "North American Numbering Plan" or "NANP" means the numbering plan used in the United States that also serves Canada, Bermuda, Puerto Rico and certain Caribbean Islands. The NANP format is a 10-digit number that consists of a 3-digit NPA code (commonly referred to as the area code), followed by a 3-digit NXX code and 4-digit line number.

II "NXX" means the fourth, fifth and sixth digits of a ten-digit telephone number.

JJ "Party" means either USWC or Carrier and "Parties" means USWC and Carrier.

KK "Point of Connection" or "POC" is a physical location where Carrier is interconnected with the Local Exchange Carrier Network.

LL "Point of Interface" or "POI" is a mutually agreed upon point of demarcation where the exchange of traffic between two LECs (including a LEC and a CLEC) takes place.

MM "Reciprocal Compensation Credit" for purposes of this Agreement is defined as a monetary credit for 2-way wireline to wireless traffic (except for Calling Party Pays) which is originated by a USWC landline subscriber and terminates to a Wireless Carrier's subscriber within the LCA.

NN "Service Control Point" or "SCP" means a signaling end point that acts as a database to provide information to another signaling end point (i.e., Service Switching Point or another SCP) for processing or routing certain types of network calls. A query/response mechanism is typically used in communicating with an SCP.

OO "Serving Wire Center (SWC) denotes the USWC office from which dial tone for local exchange service should, absent special arrangements such as FX (Foreign Exchange) or FCO (foreign Central Office) service be provided to Carrier.

PP "Signaling Transfer Point" or "STP" means a signaling point that performs message routing functions and provides information for the routing of messages between signaling end points. An STP transmits, receives and processes Common Channel Signaling ("CCS") messages.

QQ "Tariff Services" as used throughout this Agreement refers to USWC interstate tariffs and state tariffs, price lists, price schedules and catalog.

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

SS "Transit Traffic" is traffic that originates from one provider's network, "transits" another provider's network substantially unchanged, and terminates to yet another provider's network.

TT "Trunk Group" is a set of trunks of common routing, origin and destination and which serve a like purpose or function, e.g., a 2A Local Tandem Connection or a 2B High Usage Group Connection are each separate Trunk Groups.

UU "Wire Center" denotes a building or space within a building, that serves as an aggregation point on a given carrier's network, where transmission facilities are connected or switched. Wire Center can also denote a building where one or more Central Offices, used for the provision of Basic Exchange Telecommunications Services and Access Services, are located. However, for purposes of Collocation Service, Wire Center shall mean those points eligible for such connections as specified in the FCC Docket No. 91-141, and rules adopted pursuant thereto.

VV "Wireless" is communications services provided by a CMRS carrier in accordance with its CMRS license.

WW "Wireless Service Request " or "WSR" means the industry standard forms and supporting documentation used for ordering Access Services. The WSR will be used to order trunking and facilities between Carrier and USWC for Wireless Interconnection Service.

XX "Wireline" is communications services provided by USWC or other non-CMRS telecommunications carriers.

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

IV. RECIPROCAL TRAFFIC EXCHANGE

A. Scope

1. Reciprocal traffic exchange addresses the exchange of traffic between Carrier subscribers and USWC end users. If such traffic is local, the provisions of this Agreement shall apply. Reciprocal traffic exchange covered by this Agreement is for Wireless interconnection for CMRS carriers only in association with CMRS services. Other interconnections are covered by separate contract, tariff or price lists. Wireless interconnection hereunder is intended for wireless to wireline or wireline to wireless, but not wireline to wireline communications. Such Wireless interconnection will not be used to terminate other types of traffic on USWC's network, such as wireline originated traffic. Any incidental services (e.g. directory assistance, operator services, etc.) will be billed at the standard rates for those services.

2. Depending upon Carrier's needs and the technical capability and location of USWC switches, various Wireless interconnections and service arrangements are possible. Each Wireless interconnection service arrangement requires connection to both the USWC Local, Toll, and Access Tandems which serve the geographic area where Carrier's point of connection is located. Carrier may utilize either inband signaling or out of band signaling where technically feasible for both Parties. Wireless Type 2B and Wireless 2A Interconnections are defined in the following paragraphs.

   a. Type 2A Interconnections.

      i. The Type 2A Local Interconnection connects Carrier's POC to a USWC Local Tandem and exchanges traffic between Carrier and NXXs served by the end offices subtending the Local Tandem. This interconnection arrangement carries both first routed direct final traffic and traffic overflowed on an alternate final basis from a Type 2B High Use interconnection arrangement.

      ii. The Access and Toll Tandem Interconnection connects Carrier's POC to a USWC Access and Toll Tandem. An access tandem exchanges switched access traffic, toll tandem switched intraLATA toll, and local tandem exchanges traffic between Carrier and USWC End Offices other than those subtending the associated Local Tandem. An interconnection is required to the toll tandem in the geographic area in which the Carrier has local service.

      iii. Type 2A Equal Access Interconnection. This direct final route trunk group is used for the exchange of Interexchange carrier or operator access traffic. It is an

interconnection with inband signaling using Feature Group D signaling protocol between a CMRS provider's POC and the Access Tandem serving the area in which the POC is located. The service enables the CMRS provider's subscribers to use their presubscribed Interexchange Carrier of choice. Equal Access trunks are available as one way out (mobile to land) and are not available as one way in (land to mobile), two way or for paging trunks.

b. Type 2B High Use Interconnections

The Type 2B High Use Interconnection is a direct, two-way trunk group interconnection between Carrier's POC and a USWC End Office, within the same LATA, with overflow traffic routed over an associated Type 2A trunk group to the USWC designated Local Tandem. Type 2B High Use Service is only available in conjunction with an associated Type 2A Service and is offered only where facilities and operating conditions permit. Carrier's and USWC's local traffic can be exchanged over this interconnection. It can also provide routing of Carrier-originated traffic to Feature Group A or Type 1 numbers residing within the USWC End Office switch. Carrier will not route ancillary traffic or traffic terminating to Interexchange Carrier's via Feature Group B, C, or D through the Type 2B High Use interconnection.

3. Toll Blocking Service

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

B. Types of Traffic

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

1. EAS/local traffic as defined above.

2. Non-local traffic as defined above.

3. Switched access traffic, or interLATA toll traffic, as specifically defined in USWC's state and interstate switched access tariffs, and generally identified as that traffic that originates at one of the Party's end users and terminates at an IXC point of presence, or originates at an IXC point of

presence and terminates at one of the Party's end users, whether or not the traffic transits the other Party's network.

4. Transit traffic is any traffic other than switched access, that originates from one Telecommunications Carrier's network, transits another Telecommunications Carrier's network, and terminates to yet another Telecommunications Carrier's network.

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

5. Ancillary traffic includes all traffic destined for ancillary services, or that may have special billing requirements, including, but not limited to the following:

a. Directory Assistance
b. 911/E911
c. Operator call termination (busy line interrupt and verify)
d. 800/888
e. LIDB
f. Information services requiring special billing.

6. Unless otherwise stated in this Agreement, ancillary traffic will be exchanged in accordance with whether the traffic is Local, intraLATA Toll, or Switched Access.

C. **Types of Exchanged Traffic**

1. Termination of Local Traffic

Local traffic will be terminated as Type 2 Service.

2. Transport of Local Traffic

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

a. While the Parties anticipate the use of two way trunks for the delivery of local traffic, either Party may elect to provision its own

one-way trunks for delivery of local traffic to be terminated on the other Party's network at the "initial" point of interconnection.

b. The Parties may elect to purchase transport services from each other or from a third party. Such transport delivers the originating Party's local traffic to the terminating Party's end office or tandem for call termination. Type 2A or Type 2B Transport is purchased as dedicated transport.

c. Based on forecasted traffic at Carrier's busy hour in CCS, where there is a DS1's worth of traffic (512 CCS) between the Carrier switch and a USWC end office, the Parties agree to provision a Type 2B dedicated (i.e., direct) two-way trunk group from the Carrier switch directly to the USWC end office. To the extent that Carrier has established a collocation arrangement at a USWC end office location, and has available capacity, the Parties agree that Carrier shall provide two-way, Type 2B dedicated direct trunk facilities, unless one-way is technically required, from that end office to the Carrier switch. In all other cases, the direct facility may be provisioned by USWC or Carrier or a third party. If both Carrier and USWC desire to provision the facility and cannot otherwise agree, the Parties may agree to resolve the dispute through the submission of competitive bids.

d. Bellcore document GR-145 - Core - Compatibility Information for Interconnection of a Wireless Services Provider and a Local Exchange Carrier Network, addresses blocking requirements for interconnection.

3. Transit Traffic.

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

b. The Parties expect that all networks involved in transporting transit traffic will deliver calls to each involved network with CCS/SS7 protocol and the appropriate ISUP/TCAP message to facilitate full interoperability and billing functions. In all cases, the originating company is responsible to follow the EMR standard and to exchange records with both the transiting company and the terminating company, to facilitate the billing process to the originating network.

c. The Parties will use industry standards developed to handle the provisioning and billing of Switched Access by multiple providers (MECAB, MECOD and the Parties' FCC tariffs), including the one-time provision of notification to Carrier of the billing name, billing address and carrier identification codes of all interexchange carriers originating or terminating at each USWC access tandem.

4. Non-Local Traffic

Non-Local traffic is the completion of non-local calls based on location of wireless subscriber and USWC landline end user traffic originating and terminating outside of the CMRS defined local calling area or roaming traffic carried over Carrier's own interexchange, interstate facilities. The rates found in the applicable Switched Access Tariff, intrastate or interstate are applicable. Relevant rates include interconnection Charge (IC), Local Switching, Carrier Common Line, and Tandem Switched Transport.

D. **Rate Structure -- Local Traffic**

1. Call Termination

a. The Parties agree that call termination rates as described in Appendix A will apply reciprocally for the termination of local traffic per minute of use.

b. For traffic terminated at an USWC or Carrier end office, the end office call termination rate in Appendix A shall apply.

c. The Parties acknowledge that Carrier will initially serve all of the customers within a given LATA through a single Carrier switch. The Parties also acknowledge that Carrier may, in the future, deploy additional switches in each LATA. For purposes of call termination, the initial Carrier switch shall be treated as an end office switch.

d. For purposes of call termination, this Agreement recognizes the unique status of traffic originated by and terminated to enhanced service providers. These parties have historically been subject to an access charge exemption by the FCC which permits the use of Basic Exchange Telecommunications Service as a substitute for switched access service. USWC expects that the FCC will address this exemption in its forthcoming access charge reform proceeding. Until any such reform affecting enhanced service providers is accomplished, USWC believes it is appropriate to exempt traffic originated to and terminated by enhanced service providers from the reciprocal compensation arrangements of this Agreement.

F. **Rate Structure -- Transit Traffic**

For Type 2 transiting local traffic, the applicable local transit rate applies to the originating Party per Appendix A. For Type 2 transiting non-local traffic, the Parties will charge the applicable switched access rates to the responsible carrier.

G. **Measuring Wireless Interconnection Minutes**

1. Measured usage begins when Carrier's MSC is signaled by the terminating End Office that the call has been answered. Measured usage ends upon MSC recognition of disconnection by the earlier of Carrier's customer or the disconnection signal from the terminating End Office. USWC will only charge Carrier for actual minutes of use and/or fractions thereof of completed calls. Minutes of use are aggregated at the end of the billing cycle and rounded to the nearest whole minute.

2. Where technically feasible, USWC and Carrier are required to provide each other the proper call information (e.g., originated call party number and destination call party number, etc.) to enable each Party to issue bills in a complete and timely fashion.

H. **Billing Parameters**

1. Interconnection Access Traffic. The completion of non-local calls based on location of wireless subscriber and USWC landline end user traffic originating and terminating outside of the CMRS defined local calling area and for that roaming traffic, as defined in FCC First Report and Order 96-325 paragraph 1043, the rates found in the applicable Switched Access Tariff, intrastate or interstate are applicable. Relevant rates include Interconnection Charge (IC), Local Switching, Carrier Common Line, and Tandem Switched Transport.

2. Channel (Network Access Channel - NAC). An analog or digital connection from Carrier's switch (CMRS) or point of connection to the serving wire center. One time charges and monthly rates apply to two-wire analog and four-wire analog. One-time charges apply to four-wire digital and Wireless Interconnection on a Self Healing Network Service (SHNS) ring. Monthly charges do not apply to four-wire digital and Wireless Interconnection on a SHNS ring.

3. Channel Facility (for digital service) - DS1 level. Twenty-four digital voice grade channels can be transmitted over one DS1 facility. A full DS1 is necessary for the addition of voice grade channels even if ordered in increments of less than 24. The transmission rate is 1.544 Mbps. One-time charges and monthly rates apply.

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

5. Dedicated Transport. When the serving Wire Center is not the local, toll access tandem, dedicated transport extends the channels/channel facility to the tandem or end office. The interoffice facilities can be two or four-wire analog or DS1 or DS3 digital systems. The dedicated transport rates are set forth in Appendix A. Such selection shall be an annual election. Dedicated transport has one-time charges and recurring charges on a fixed basis, and recurring charges on a per mile basis. Monthly rates for dedicated transport do not apply when Wireless Interconnection is on a SHNS ring.

6. Call Termination. End office switching occurs at the end office serving the called landline number. It is assessed per minute of use to all Type 2A and Type 2B traffic.

7. Multiplexing. Multiplexing performed at the serving wire center enables a DS1 NAC to be connected to a DS0 Dedicated Transport System. A DS3 system will be multiplexed down to a DS1 level in order to connect with the digital switch. One-time charges for multiplexing are incurred only when the multiplexing element is installed subsequent to the installation of the NAC.

8. Transiting Traffic. For traffic terminating to another network provider's switch on a local and access basis, Carrier will reimburse USWC for tandem switching and tandem transport based on the rates listed in Appendix A. Agreements between Carrier and the other network providers for termination are not covered by this representation. In all cases, the originating company is responsible to follow the EMR standard and to exchange records with both the transiting company and the terminating company, to facilitate the billing process to the originating network.

9. Call Transport - Tandem Switching and Transport. The interoffice facility between the tandem and the end office serving the dialed number. It is assessed per minute of use for all local and interconnection access Tandem traffic.

I. Reciprocal Compensation Credit

1. Each Party will compensate the other for its traffic terminating to the other Party's subscriber. Carrier's rate for USWC's Reciprocal Compensation Credit will be symmetrical to USWC's call termination rate as listed in Appendix A of this Agreement. USWC will compensate Carrier for local

2-way voice traffic, not paging traffic, originated from USWC's subscribers. Both originating and terminating points for the minutes of use must be contained within the same LCA.

2. The Reciprocal Compensation Credit for termination of USWC Wireline subscriber calls shall be comprised of two components: termination charges and two-way dedicated facilities charges and calculated as set forth in this Section. Examples of the application of the calculation are provided for reference in Appendix A-1.

   a. The Reciprocal Compensation Credit for the termination component shall be calculated as follows: Divide the total number of monthly USWC measured LCA Carrier minutes of use terminated on USWC's network by a factor of 0.70 (seventy percent). The total of the calculation will then be multiplied by 0.17 (seventeen percent) to arrive at the total USWC minutes of use terminated on Carrier's network per month. This monthly total will be multiplied by the applicable call terminating end office switching rate set forth in Appendix A to obtain the Reciprocal Compensation Credit for the month with respect to USWC terminations.

   b. The Reciprocal Compensation Credit for two-way dedicated facilities charges shall be based upon the Type 2 channel facilities or two-way network access channels used by both USWC and Carrier to terminate their respective local interconnection subscriber traffic. This shall be calculated by multiplying (1) the sum of the total monthly two-way channel facility or network access channel multiplexer and distance sensitive facilities state specific rates by (2) a factor of 0.17 (seventeen percent). The Parties agree that the Reciprocal Compensation Credit is intended to apply only to Type 2 interconnection facilities which are actually utilized as two-way facilities, and will not apply to one-way facilities. Unless the Parties agree otherwise in writing, either Party may route traffic to the other utilizing one-way trunks.

   c. The total Reciprocal Compensation Credit for the month will be the sum of the termination component as calculated above and the facilities component as calculated above, and will appear on each monthly bill to Carrier as a credit against amounts due and payable. Reciprocal Compensation Credits will be applied one month in arrears. Any minutes of use eligible for the Reciprocal Compensation Credit which are adjusted (debit or credit) will directly result in an adjustment in the Reciprocal Compensation Credit.

3. One-time charges, ancillary service charges, traffic from another network provider transiting the USWC network and terminating on Carrier's network, and any USWC provided product which has its own contractual terms and conditions other than the services set forth in this Agreement are not eligible for Reciprocal Compensation.

J. Miscellaneous Charges

The following charges/procedures found in Section 2, 5, or 12 of the State Access Tariff are applicable to Carrier:

Due Date Change
Design Change Charge
Additional Engineering
Overtime Installation
Additional Labor Standby
Additional Labor Testing and Maintenance
Maintenance of Service
Additional Cooperative Testing
Automatic Scheduled Testing
Cooperative Scheduled Testing
Manual Scheduled Testing
Nonscheduled Testing
Nonscheduled Cooperative Testing
Nonscheduled Manual Testing
Credit Allowance for Service Interruption (Switch Access)
Deposits, Advance Payments
Cancellation of Service Order, Cancellation after 30 days
Expedited Order Charge
Late Payment Charge

K. Standard Billing Arrangement

If Carrier chooses to bill USWC directly rather than utilizing the Reciprocal Compensation Credit method, both Parties shall mutually agree, in advance, on the form and content of the bill prior to initiating such billing. USWC would expect reciprocal billing requirements and outputs as the Carrier receives from USWC today, which adhere to the Billing Output Specifications (BOS). A separate negotiated agreement between USWC and the other Party would be required if Carrier chose to bill USWC.

L. Type 2 Service Interface Code Availability And Optional Features

1. Interface Code Availability

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

2. Optional Features.

Inband MF or SS7 Out of Band Signaling.

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

M. Testing

1. Acceptance Testing

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

2. Testing Capabilities

a. Terminating Type 2 Service testing is provided where equipment is available, with the following test lines: seven-digit access to balance (100 type), milliwatt (102 type), nonsynchronous or synchronous, automatic transmission measuring (105 type), data transmission (107 type), loop-around, short circuit, open circuit, and non-inverting digital loopback (108 type).

b. In addition to Type 2 Service acceptance testing, other tests are available (e.g., additional cooperative acceptance testing, automatic scheduled testing, cooperative scheduled testing, manual scheduled testing, and non-scheduled testing) at the applicable tariff rates.

N. Ordering

1. A POC Form, consistent with the sample form attached as Appendix C, will be completed for each POC covered under this Agreement. Although not attached to this Agreement, all POC Forms shall be considered a part of this Agreement and are hereby incorporated by reference.

2. When ordering Type 2 Service, the ordering Party shall specify on the service order: 1) the type and number of interconnection facilities to terminate at the point of interconnection in the serving wire center; 2) the dedicated trunk transport; 3) the peak busy hour CCS from the Carrier end office; 4) the number of trunks to be provisioned at a local exchange office or tandem; 5) and any optional features (see form Appendix B). When the ordering Party requests facilities, routing, or optional features different than those determined to be available, the Parties will work cooperatively in determining an acceptable configuration, based on available facilities, equipment and routing plans.

3. When the ordering Party initially orders a DS3 interconnection facility in conjunction with a tandem or local exchange office, the provider will forward the appropriate DS1 facility record information necessary to identify the circuit facility assignment (CFA). On subsequent orders utilizing existing DS3 interconnection facilities, or DS3 dedicated trunk transport facilities, the provider will assign the DS1 facility to the DS3 interconnection facility or DS3 direct trunk transport facility, as directed by the ordering Party.

4. A joint planning meeting will precede Carrier and USWC trunking orders. These meetings will result in the transmittal of Wireless Service Requests (WSRs) to initiate order activity. A Party requesting tandem interconnection will provide its best estimate of the traffic distribution to each end office subtending the tandem.

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

O. Billing Arrangements

1. Where feasible, USWC will provide recording and rating of mobile to land traffic exchanged over the Wireless interconnection. If data necessary for billing is lost, USWC will estimate usage based on the previous three (3) months' usage.

2. To the extent each Party has such information, it will forward the appropriate recording and rating for transiting traffic. In all cases, the originating company is responsible for following the Exchange Message Record (EMR) standard and to exchange records with both the transiting company and the terminating company, to facilitate the billing process to the originating network.

3. For billing purposes, if either Party is unable to classify on an automated basis traffic delivered by Carrier as local or non-local, and, for non-local traffic, intrastate or interstate, Carrier will provide USWC with a Percent Local Use (PLU) factor, which represents the estimated portion of total traffic delivered by Carrier to USWC that originates and terminates within the same MTA, and a Percent Interstate Use (PIU) factor, which

represents the estimated interstate portion of InterMTA traffic delivered by Carrier. The PLU factor will be applied to the measured mobile to land Carrier minutes of use terminated on USWC's network to determine the local minutes of use for which Call Termination and Call Transport rates apply. The PIU factor is applied to the remaining local minutes of use to determine the portion of non-local minutes to be billed at interstate access rates as opposed to intrastate access rates. The PLU and PIU factors will be updated on an annual basis to commence one (1) year after the Commission approval of this Interconnection Agreement and thereafter updated on a semi-annual basis. Carrier will provide the PLU and PIU factors to USWC thirty (30) days prior to their effective date.

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

4. USWC and Carrier desire to submit separate bills, pursuant to their separate tariffs, to interexchange carriers for their respective portions of jointly provided switched access service.

5. Based on the negotiated POI, the Parties will agree on a meet point percentage to enable the joint provisioning and billing of Switched Access Services to third parties in conformance with the Meet-Point Billing guidelines adopted by and contained in the Ordering and Billing Forum's MECAB and MECOD documents and referenced in USWC's Switched Access Tariffs. The Parties understand and agree that MPB arrangements are available and functional only to/from Interexchange Carriers who directly connect with the tandem(s) that Carrier sub-tends in each LATA.

6. The Parties will use reasonable efforts, individually and collectively, to maintain provisions in their respective federal and state access tariffs and/or provisions within the National Exchange Carrier Association ("NECA") Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.

7. As detailed in the MECAB document, Carrier and USWC will exchange all information necessary to bill third parties for Switched Access Services traffic jointly handled by Carrier and USWC via the meet point arrangement in a timely fashion. Information shall be exchanged in EMR format (Bellcore Standard BR 010-200-010, as amended) on magnetic tape or via a mutually acceptable electronic file transfer protocol. The

Parties will exchange records pursuant to this paragraph without additional compensation.

8. The Parties will agree upon reasonable audit standards and other procedures as required to ensure billing accuracy.

9. Each company will bill the IXC's the appropriate rate elements in accordance with their respective interstate and intrastate tariffs, as follows:

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

10. For originating 800/888 traffic routed to an access tandem, the tandem provider will perform 800/888 database inquiry and translation functions and bill the inquiry charge and translation charge (if any) to the interexchange carrier pursuant to tariff.

P. Mileage Measurement

Where required, the mileage measurement for Type 2 Service facilities and trunks is measured from the V&H coordinates of the USWC local, toll, or access tandem where the call originates, to the V&H of the end office where the call terminates.

Q. Construction Charges

If applicable, construction charges will apply as detailed in Section XXI of this Agreement.

V. INTERCONNECTION

A. Definition

1. "Interconnection" is the linking of the USWC and Carrier networks for the mutual exchange of traffic and for Carrier access to unbundled network elements. Interconnection does not include the transport and termination of traffic. Interconnection is provided by virtual or physical collocation, NAC facilities or Mid-Span Meet arrangements.

2. USWC will provide interconnection at the line side of the local switch, the trunk side of the local switch, trunk interconnection points of the tandem

switch, central office cross-connect points, and signaling transfer points necessary to exchange traffic and access call related databases.

3. The digital option for interconnection is available only where technically feasible or where Carrier agrees to pay Construction Charges to build necessary facilities.

B. **Mid-Span Meet POI**

1. A Mid-Span Meet POI is a negotiated point of connection, limited to the interconnection of facilities between one Party's switch and the other Party's switch. Mid-Span Meet POI may be accomplished by the Parties through the negotiation of a separate Agreement. The actual physical point of connection and facilities used will be subject to negotiations between the Parties. Each Party will be responsible for its portion of the build to the Mid-Span Meet POI, if the meet point arrangement is used exclusively for the exchange of local traffic.

2. If the Mid-Span Meet arrangement is to be used for access to unbundled network elements, Carrier must pay the portion of the economic costs of the Mid-Span Meet arrangement used by Carrier for access to unbundled network elements.

C. **Collocation**

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

D. **Network Access Channel**

Network Access Channel (NAC) may be accomplished through the provision of a NAC facility. A NAC facility extends from the serving wire center of the provider to the other Party's switch location. NAC facilities may not extend beyond the area described by the provider's serving wire center. The rates for NAC facilities are provided in Appendix A.

E. **Quality of Interconnection**

USWC will not, for the purpose of interconnection, provide to Carrier facilities built to lessor standards than USWC provides itself or in a manner less efficient than it would impose on itself. The quality of interconnection will be at least equal to that of USWC. To the extent that Carrier requests a higher or lower quality interconnection, or where Carrier's request cannot be met by the offerings specified in this Agreement, or where this Agreement does not establish a price to recover the development, implementation, or other costs of meeting the request, Carrier agrees to use the New Interconnection/Unbundled Element Request procedure described in Section XVII.

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

F. Points of Interface (POI)

Upon the request for specific point to point routing, USWC will make available to Carrier information indicating the location and technical characteristics of USWC's network facilities. The following alternatives are negotiable: (1) a DS1 or DS3 NAC facility, where facilities are available (where facilities are not available and USWC is required to build, special construction charges will apply); (2) Virtual Collocation; (3) Physical Collocation; and (4) negotiated Mid-Span Meet facilities. Each Party is responsible for providing its own facilities up to the Mid-Span Meet POI. The Parties will negotiate the facilities arrangement between their networks.

G. Trunking Requirements

1. The Parties agree to provide designed interconnection facilities that meet technical criteria and service standards, such as probability of blocking in peak hours and transmission standards, in accordance with industry standards. If Carrier desires additional trunks, USWC would charge full charges, without applying reciprocal compensation credits.

2. Two-way trunk groups will be established wherever possible. Exceptions to this provision will be based on billing, signaling, and network requirements. For example, (1) billing requirements - recording capabilities, and (2) network requirements - directory assistance traffic to TOPS tandems. The following is the current list of traffic types that require separate trunk groups, unless specifically otherwise stated in this Agreement. If Carrier becomes a transit provider separate trunk groups as stated in G(2)(f) and G(2)(g) below shall apply.

   a. IntraLATA toll and switched access trunks
   b. EAS/local trunks
   c. Directory Assistance trunks
   d. 911/E911 trunks
   e. Operator services trunks
   f. Transit intraLATA toll
   g. Transit local
   h. Meet Point Billing Trunks (for the joint provision of switched access)

3. Two-way trunks are offered only where technically feasible. Mobile to land two-way trunks are only available where the USWC switch can support the rating and billing of mobile to land traffic.

4 Trunk group connections will be made at a DS1 or multiple DS1 level for exchange of EAS/local, intraLATA toll, wireless/Commercial Mobile Radio Service, and switched access traffic. Ancillary service trunk groups will be made below a DS1 level, as negotiated.

5 The Parties will provide Common Channel Signaling (CCS) to one another, where available, in conjunction with all Local/EAS Trunk Circuits. All CCS signaling parameters will be provided including calling party number (CPN), originating line information (OLI) calling party category, charge number, etc. All privacy indicators will be honored.

6 Where CCS is not available, in-band multi-frequency (MF) wink start signaling will be provided. When the Parties interconnect via CCS for jointly provided switched access service, the tandem provider will provide MF/CCS interworking as required for interconnection with interexchange carriers who use MF signaling.

7 The Parties will follow all Ordering and Billing Forum adopted standards pertaining to CIC/OZZ codes.

8 USWC will cooperate in the provision of TNS (Transit Network Selection) for the joint provision of switched access.

9 The Parties shall terminate local/EAS traffic exclusively on local/EAS trunk groups. Unless otherwise agreed to by the Parties, no local/EAS traffic shall be terminated on USWC's access tandems.

H. Interconnection Forecasting

1 The Parties agree that during the first year of interconnection, joint forecasting and planning meetings will take place no less frequently than once per quarter.

2 The Parties shall establish joint forecasting responsibilities for traffic utilization over trunk groups. Intercompany forecast information must be provided by the Parties to each other four times a year. The quarterly forecasts shall include forecasted requirements for each trunk group identified in Paragraph G(2) of this Section. In addition, the forecast shall include, for tandem-switched traffic, the quantity of tandem-switched traffic forecasted for each subtending end office. The Parties recognize that, to the extent historical traffic data can be shared between the Parties, the accuracy of the forecasts will improve. Forecasts shall be for a minimum of three (current and plus-1 and plus-2) years.

a) The use of Common Language Location Identifier (CLLI-MSG), which are described in Bellcore documents BR 795-100-100 and BR 795-400-100.

b) A description of major network projects anticipated for the following six months that could affect the other Party. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecasting period. This planning will include the issues of network capacity, forecasting and compensation calculation, where appropriate.

3. If differences in quarterly forecasts of the Parties vary by more than 24 additional two-way trunks for each Local Interconnection Trunk Group, the Parties shall meet to reconcile the forecast to within 24 trunks.

4. If a direct final trunk group is under 75 percent of centum call seconds (CCS) capacity on a monthly average basis for each month of any three month period, either Party may request to resize the trunk group, which resizing will not be unreasonably withheld. If a resizing occurs, the trunk group shall not be left with less than 25 percent excess capacity. In all cases, grade of service objectives identified below shall be maintained.

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

I. **Service Interruptions.**

1. Standards and procedures for notification of trunk disconnects will be jointly developed by the Parties. Neither Party shall be expected to maintain active status for a trunk disconnected by the other Party for an extended or indefinite period of time. Collectively, the Parties will use their best good faith efforts to complete and agree on such plan.

2. The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not: 1) interfere with or impair service over any facilities of the other Party, its affiliated companies, or its connecting and concurring carriers involved in its services; 2) cause damage to their plant; 3) violate any applicable law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities; or 4) create hazards to the employees of either Party or to the public. Each of these requirements is hereinafter referred to as an "Impairment of Service".

3. If either Party causes an Impairment of Service, as set forth in this Section, the Party whose network or service is being impaired (the "Impaired Party") shall promptly notify the Party causing the Impairment of Service (the "Impairing Party") of the nature and location of the problem. The Impaired Party shall advise the Impairing Party that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Impairing Party and the

Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service. If the Impairing Party is unable to promptly remedy the Impairment of Service, the Impaired Party may temporarily discontinue use of the affected circuit, facility or equipment.

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

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

6. Each Party shall be solely responsible, and bear the expense, for the overall design of its services. Each Party shall also be responsible for any redesign or rearrangement of its services that may be required because of changes in facilities, operations or procedures, minimum network protection criteria, and operating or maintenance characteristics of the facilities.

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

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

9. Each Party shall furnish a trouble reporting telephone number for the designated TRCO. This number shall give access to the location where facility records are normally located and where current status reports on any trouble reports are readily available. Alternative out-of-hours procedures shall be established to ensure access to a location that is staffed and has the authority to initiate corrective action.

10. Before either Party reports a trouble condition, they shall use their best efforts to isolate the trouble to the other's facilities.

a. In cases where a trouble condition affects a significant portion of the other's service, the Parties shall assign the same priority provided to other interconnecting carriers.

b. The Parties shall cooperate in isolating trouble conditions.

VI. COLLOCATION

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

VII. UNBUNDLED ACCESS/ELEMENT

USWC shall provide nondiscriminatory access to, and where appropriate, development of unbundled network elements pursuant to the Act in response to specific requests therefore, pursuant to the New Interconnection/Unbundled Element Request Process detailed in Section XVII of this Agreement.

VIII. ANCILLARY SERVICES AND ARRANGEMENTS

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

IX. ACCESS TO OPERATIONAL SUPPORT SYSTEMS (OSS)

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

X. ACCESS TO TELEPHONE NUMBERS

Number Resources Arrangements.

1. Nothing in this Agreement shall be construed in any manner to limit or otherwise adversely impact either Party's right to the request and assignment of any NANP number resources including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines (last published by the Industry Numbering Committee ("INC") as INC 95-0407-008, Revision 4/19/96, formerly ICCF 93-0729-010).

2. To the extent USWC serves as Central Office Code Administrator for a given region, USWC will support all CMRS requests related to central office (NXX) code administration and assignments in the manner required and consistent with the Central Office Code Assignment Guidelines. In

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

3. The Parties will comply with code administration requirements as prescribed by the Federal Communications Commission, the Commission, and accepted industry guidelines.

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

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

6. Until an impartial entity is appointed to administer telecommunications numbering and to make such numbers available on an equitable basis, USWC will assign NXX codes to CMRS in accordance with national guidelines at no charge.

7. Each Party is responsible for administering NXX codes assigned to it. Each Party is responsible for obtaining Local Exchange Routing Guide ("LERG") listings of CLLI codes assigned to its switches. Each party shall use the LERG published by Bellcore or its successor for obtaining routing information and shall provide all required information to Bellcore for maintaining the LERG in a timely manner. Both Parties will make all reasonable efforts to conserve numbers.

XI. CALL COMPLETION FROM USWC OPERATORS

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

XII. U S WEST DEX ISSUES

USWC and Carrier agree that certain issues, such as yellow page advertising, directory distribution, access to call guide pages, yellow page listings, will be the subject of negotiations between Carrier and directory publishers, including U S WEST Dex.

USWC acknowledges that Carrier may request USWC to facilitate discussions between Carrier and U S WEST Dex

XIII. ACCESS TO DATABASES

In accordance with Section 271 of the Act, USWC shall provide Carrier with interfaces to access USWC's databases and associated signaling necessary for the routing and completion of Carrier traffic. Except where otherwise specified, access to such databases, and the appropriate interfaces, shall be made available to Carrier via a Network Interconnection and Unbundled Element Request.

XIV. NOTICE OF CHANGES

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

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

XV. REFERRAL ANNOUNCEMENT

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

XVI. NETWORK INTERCONNECTION AND UNBUNDLED ELEMENT REQUEST

A. Any request for interconnection or access to an unbundled Network Element that is not already available as described herein shall be treated as a Network Interconnection and Unbundled Element Request (NIUER). USWC shall use the NIUER Process to determine technical feasibility of the requested interconnection or Network Elements and, for those items found to be feasible, to provide the terms and timetable for providing the requested items.

B. A NIUER shall be submitted in writing and shall, at a minimum, include: (a) a technical description of each requested Network Element or interconnection, (b) the desired interface specification, (c) each requested type of interconnection or access, (d) a statement that the interconnection or Network Element will be used to provide a telecommunications service, and (e) the quantity requested, (f) the specific location requested.

C. Within 15 business days of its receipt, USWC shall acknowledge receipt of the NIUER and in such acknowledgment advise Carrier of any missing information, if any, necessary to process the NIUER. Thereafter, USWC shall promptly advise Carrier of the need for any additional information that will facilitate the analysis of the NIUER.

D. Within 30 calendar days of its receipt of the NIUER and all information necessary to process it, USWC shall provide to Carrier a preliminary analysis of the NIUER. The preliminary analysis shall specify: (a) USWC's conclusions as to whether or not the requested interconnection or access to an unbundled Network Element is technically feasible, and (b) any objections to qualification of the requested Network Element or interconnection under the Act.

1. If USWC determines during the 30 day period that a NIUER is not technically feasible or that the NIUER otherwise does not qualify as a Network Element or Interconnection that is required to be provided under the Act, USWC shall advise Carrier as soon as reasonably possible of that fact, and USWC shall promptly, but in no case later than ten days after making such a determination, provide a written report setting forth the basis for its conclusion.

2. If USWC determines during the thirty day period that the NIUER is technically feasible and otherwise qualifies under the Act, it shall notify Carrier in writing of such determination within ten days.

3. As soon as feasible, but in any case within 90 days after USWC notifies Carrier that the NIUER is technically feasible, USWC shall provide to Carrier a NIUER quote which will include, at a minimum, a description of each interconnection and Network Element, the quantity to be provided, any interface specifications, and the applicable rates (recurring and nonrecurring) including the separately stated amortized development costs of the interconnection or the network elements and any minimum volume and term commitments required to achieve amortization of development costs. An initial payment for development cost is appropriate only where Carrier is the only conceivable customer or where requested quantity is insufficient to provide amortization.

E. If USWC has indicated minimum volume and term commitments, then within 30 days of its receipt of the NIUER quote, Carrier must either agree to purchase under those commitments, cancel its NIUER, or seek mediation or arbitration.

F. If Carrier has agreed to minimum volume and term commitments under the preceding paragraph, Carrier may cancel the NIUER or volume and term commitment at any time, but in the event of such cancellation Carrier will pay USWC's reasonable development costs incurred in providing the interconnection or network element, to the extent that those development costs are not otherwise amortized.

G If either Party believes that the other Party is not requesting, negotiating or processing any NIUER in good faith, or disputes a determination, or quoted price or cost, it may seek arbitration or mediation under §252 of the Act. Carrier is not required to use this section as the exclusive method of seeking access to interconnection or Network Elements.

XVII. AUDIT PROCESS

A "Audit" shall mean the comprehensive review of:

1. Data used in the billing process for services performed and facilities provided under this Agreement; and

2. Data relevant to provisioning and maintenance for services performed or facilities provided by either of the Parties for itself or others that are similar to the services performed or facilities provided under this Agreement for interconnection or access to unbundled elements.

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

This Audit shall take place under the following conditions:

1. Either Party may request to perform an Audit.

2. The Audit shall occur upon 30 business days written notice by the requesting Party to the non-requesting Party.

3. The Audit shall occur during normal business hours.

4. There shall be no more than one Audit requested by each Party under this Agreement in any 12-month period.

5. The requesting Party may review the non-requesting Party's records, books and documents, as may reasonably contain information relevant to the operation of this Agreement.

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

7. All transactions under this Agreement which are over 24 months old will be considered accepted and no longer subject to Audit.

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

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

10 In the event that the non-requesting Party requests that the Audit be performed by an independent auditor, the Parties shall mutually agree to the selection of the independent auditor. Under this circumstance, the costs of the independent auditor shall be shared equally by the Parties.

11 The Parties agree that if an Audit discloses error(s), the Party responsible for the error(s) shall, in a timely manner, undertake corrective action for such error(s).

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

XVIII. AUDIOTEXT AND MASS ANNOUNCEMENT SERVICES

A The Parties agree that access to the audiotext, mass announcement and information services of each Party should be made available to the other Party upon execution of an agreement defining terms for billing and compensation of such calls. Services included in this category include 976 calls, whether flat rated or usage sensitive, intra-LATA 900 services and other intra-LATA 976-like services. Such calls will be routed over the Ancillary Trunks.

B Carrier and USWC will work together in good faith to negotiate and execute the agreement for billing and compensation for these services within 90 days of the execution of this Agreement. The Parties agree that their separate agreement on audiotext and mass announcement services will include details concerning the creation, exchange and rating of records, all of which will occur without any explicit charge between the Parties, as well as a process for the handling of uncollectables so that the originating Party does not have any responsibility for uncollectables.

C Until such time that such an agreement is executed, Carrier may choose to block such calls, or Carrier will agree to back-bill and compensate retroactively for

such calls once the subsequent agreement is executed retroactive to the effective date of this Agreement.

1. Usage Sensitive Compensation.

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

2. Billing and Collection Compensation.

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

XIX. LOCAL INTERCONNECTION DATA EXCHANGE FOR BILLING

A. There are certain types of calls or types of interconnection that require exchange of billing records between the Parties, including, for example, alternate billed and Toll Free Service calls. The Parties agree that all call types must be routed between the networks, accounted for, and settled among the parties. Certain calls will be handled via the Parties' respective operator service platforms. The Parties agree to utilize, where possible and appropriate, existing accounting and settlement systems to bill, exchange records and settle revenue.

B. The exchange of billing records for alternate billed calls (e.g., calling card, bill-to-third number, and collect) will be distributed through the existing CMDS processes, unless otherwise separately agreed to by the Parties.

C. Inter-Company Settlements ("ICS") revenues will be settled through the Calling Card and Third Number Settlement System ("CATS"). Each Party will provide for its own arrangements for participation in the CATS processes, through direct participation or a hosting arrangement with a direct participant.

D. Non-ICS revenue is defined as collect calls, calling card calls, and billed to third number calls which originate on one service provider's network and terminate on another service provider's network in the same Local Access Transport Area ("LATA"). The Parties agree to negotiate and execute an Agreement within 30 days of the execution of this Agreement for settlement of non-ICS revenue. This separate arrangement is necessary since existing CATS processes do not permit the use of CATS for non-ICS revenue. The Parties agree that the CMDS system can be used to transport the call records for this traffic.

E. Both Parties will provide the appropriate call records to the intraLATA Toll Free Service Provider, thus permitting the Service Provider to bill its subscribers for the inbound Toll Free Service. No adjustments to bills via tapes, disks or NDM will be made without the mutual agreement of the Parties.

XX. CONSTRUCTION CHARGES

A. All rates, charges and initial service periods specified in this Agreement contemplate the provision of network interconnection services, equipment and facilities to the extent available. Where USWC is required to build facilities for network interconnection, construction charges will apply. Construction charges will also apply when USWC determines that the placement of facilities will be temporary, or facilities are ordered in advance of actual Carrier demand for service.

B. When facilities for interconnection services are not available and USWC is required to construct said facilities, USWC will develop the cost required to be paid by Carrier to provide the service.

C. Except where required, all necessary construction will be undertaken at the discretion of USWC, consistent with budgetary responsibilities and consideration for the impact on the general body of customers.

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

E. In the event a construction charge is applicable, Carrier service application date will become the date upon which USWC receives the required payment.

XXI. SERVICE STANDARDS

A. Definitions

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

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

2. "Specified Activity" means any of the following activities:

a. Installation Activities -- apply to resold services, unbundled loops, unbundled switching, and interim number portability.

i. Installation Intervals Offered (measured from application date to original due date).

ii. Installation Commitments Met;

iii. Installation Reports within 7 days (percent of reports per total of new, to or change orders).

b. Repair Activities -- apply to resold service, unbundled loops, unbundled switching, and interim number portability.

i. Out of Service Cleared in Less Than 24 Hours (percent of total out of service reports);

ii. Report Rate per 100 Access Lines;

iii. Repair Commitments Met;

iv. Out of Service and Service Affecting Cleared in Less than 48 Hours;

v. Repair Repeat Reports within 30 Days (Percent of Repeats per 100 Access Lines).

c. Trunking Activities -- includes interconnection trunks.

i. Defects per 1 Million Calls (Dedicated Facilities/Trunkside only).

3. "Performance Criteria" means, with respect to a Specified Review Period (i.e., a calendar month or quarter), the performance by USWC for the specified activities for Carrier will meet or exceed the average performance by USWC for the total universe of specified activities.

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

C. Limitations. USWC's failure to meet or exceed the Performance Criteria cannot be as a result, directly or indirectly, of a Delaying Event. A "Delaying Event" means (a) a failure by Carrier to perform any of its obligations set forth in this Agreement , (b) any delay, act or failure to act by a Customer, agent or subcontractor of Carrier or (c) any Force Majeure Event. If a Delaying Event prevents USWC from performing a Specified Activity, then such Specified Activity shall be excluded from the calculation of USWC's compliance with the Performance Criteria.

D. Records. USWC shall maintain complete and accurate records for the Specified Review Period of its performance under this Agreement for each Specified Activity and its compliance with the Performance Criteria. USWC shall provide to Carrier such records in a self-reporting format. The parties agree that such records shall be deemed "Proprietary Information".

E. Cost Recovery. USWC reserves the right to recover the costs associated with the creation of the above reports and standards through a future proceeding before a regulatory body. Such a proceeding may address a wide range of implementation costs not otherwise recovered through charges established herein.

XXII. MISCELLANEOUS TERMS

A. General Provisions

1. Each Party is individually responsible to provide facilities within its network which are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in the standard format compatible with the other Party's network and to terminate the traffic it receives in that standard format or the proper address on its network. Such facility shall be designed based upon the description and forecasts provided under this Agreement. The Parties are each solely responsible for participation in and compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan.

2. Neither Party shall use any service related to or use any of the services provided in this Agreement in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other carriers or to either Party's Customers, and each Party may discontinue or refuse service if the other Party violates this provision. Upon such violation, either Party shall provide the other Party notice of such violation, if practicable, at the earliest practicable time.

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

4. The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.

B. Term of Agreement

1. This Agreement shall become effective upon the latest execute date by the Parties to this Agreement and shall remain in effect for a period of 2 years, and thereafter shall continue in force and effect unless and until a new agreement, addressing all of the terms of this Agreement, becomes effective between the Parties. The Parties agree to commence negotiations on a new agreement no later than 1 1/2 years after this Agreement becomes effective. This Agreement shall become effective pursuant to Sections 251 and 252 of the Act.

2. This Agreement will terminate upon a revocation or other termination of either Party's governmental authority to provide the services contemplated by this Agreement. If the authority is temporarily suspended, exchange of traffic will cease only during the suspension if the suspended Party otherwise is and remains in full compliance under this Agreement.

C. Most Favored Nation Terms and Treatment

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

D. Payment

1. Amounts payable under this Agreement are due and payable within thirty (30) days after the date of invoice. Billing and collection of usage charges by Carrier from its customers shall have no bearing on the amount or timeliness of Carrier's payment obligation to USWC. USWC is solely responsible for making all Reciprocal Compensation Credits due to Carrier under this Agreement and the billing and collection of usage charged by USWC from its customers shall have no bearing on the amount or timeliness of its credit obligations to Carrier.

2. Unless otherwise specified in this Agreement, any amount due and not paid by the due date stated above shall be subject to the late payment factor of the Intrastate Access Service Tariffs, General Regulations for the state in which the Service is rendered.

3. Should Carrier dispute any portion of the monthly billing under this Agreement, including the Reciprocal Compensation Credit, Carrier will notify USWC in writing within thirty (30) days of the receipt of such billing, identifying the amount and details of such dispute. Carrier shall pay all amounts due. Both Carrier and USWC agree to expedite the investigation of any disputed amounts in an effort to resolve and settle the dispute prior to initiating any other rights or remedies. Should the dispute be found in Carrier's favor, USWC will reimburse Carrier the resolved amount plus interest from the date of payment at the late

payment factor of the Intrastate Access Service Tariffs, General Regulations for the state in which the service is rendered.

4. If Carrier is repeatedly delinquent in making its payments, USWC may, in its sole discretion, require a deposit to be held as security for the payment of charges. "Repeatedly delinquent" means being thirty (30) days or more delinquent for three (3) consecutive months. The deposit may not exceed the estimated total monthly charges for a two (2) month period. The deposit may be a cash deposit, a letter of credit with terms and conditions acceptable to USWC in its sole discretion, or some other form of mutually acceptable security.

5. Interest will be paid on cash deposits at the rate applying to deposits under applicable Commission rules, regulations, or tariffs. Cash deposits and accrued interest will be credited to Carrier's account or refunded, as appropriate, upon the earlier of the termination of this Agreement or one full year of timely payments in full by Carrier. The fact that a deposit has been made does not relieve Carrier from any requirements of this Agreement.

E. Taxes

Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party.

F. Force Majeure

Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (collectively, a "Force Majeure Event"). In the event of a labor dispute or strike the Parties agree to provide service to each other at a level equivalent to the level they provide themselves.

G. Limitation of Liability

1. Each Party shall be liable to the other for direct damages for any loss, defect or equipment failure resulting from the causing Party's conduct or the conduct of its agents or contractors in performing the obligations contained in this Agreement.

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

3. Nothing contained in this Section shall limit either Party's liability to the other for willful or intentional misconduct.

4. Nothing contained in this Section shall limit either Party's obligations of indemnification as specified in the Indemnity Section of this Agreement.

H. Indemnity

1. With respect to third party claims, each of the Parties agrees to release, indemnify, defend and hold harmless the other Party and each of its officers, directors, employees and agents (each an "Indemnitee") from and against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or unknown, liquidated or unliquidated including, but not limited to, costs and attorneys' fees, whether suffered, made, instituted, or asserted by any other party or person, for invasion of privacy, personal injury to or death of any person or persons, or for loss, damage to, or destruction of property, whether or not owned by others, resulting from the indemnifying Party's performance, breach of Applicable Law, or status of its employees, agents and subcontractors, or for failure to perform under this Agreement, regardless of the form of action.

2. The indemnification provided herein shall be conditioned upon:

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

b. The indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the indemnified Party may engage separate legal counsel only at its sole cost and expense.

c. In no event shall the indemnifying Party settle or consent to any judgment pertaining to any such action without the prior written consent of the indemnified Party.

I. Intellectual Property

1. Each Party hereby grants to the other Party the limited, personal and nonexclusive right and license to use its patents, copyrights and trade secrets but only to the extent necessary to implement this Agreement or specifically required by the then applicable federal and state rules and regulations relating to interconnection and access to telecommunications facilities and services, and for no other purposes. Nothing in this Agreement shall be construed as the grant to the other Party of any rights or licenses to trademarks.

2. The rights and licenses under Section J.1 above are granted "AS IS" and the other Party's exercise of any such right and license shall be at the sole and exclusive risk of the other Party. Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other based on or arising from any claim, demand, or proceeding (hereinafter "claim") by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision of any facilities by either Party under this Agreement constitutes infringement, or misuse or misappropriation of any patent, copyright, trade secret, or any other proprietary or intellectual property right of any third party.

3. Carrier shall not, without the express written permission of USWC, state or imply that: 1) Carrier is connected, or in any way affiliated with USWC or its affiliates; 2) Carrier is part of a joint business association or any similar arrangement with USWC or its affiliates; 3) USWC and its affiliates are in any way sponsoring, endorsing or certifying Carrier and its goods and services; or 4) with respect to Carrier advertising or promotional activities or materials, that the resold goods and services are in any way associated with or originated from USWC or any of its affiliates. Nothing in this paragraph shall prevent Carrier from truthfully describing the network elements it uses to provide service to its customers.

4. Nothing in this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, logo, trademark, tradename, trade secret or any other intellectual property right now or hereafter owned, controlled or licensable by either Party. Carrier

may not use any patent, copyright, logo, trademark, tradename, trade secret or other intellectual property right of USWC or its affiliates without execution of a separate agreement between the Parties.

5. Notwithstanding the above, unless otherwise prohibited by USWC pursuant to an applicable provision herein, Carrier may use the phrase "Carrier is a reseller of U S WEST Communications services" (the "Authorized Phrase") in Carrier's printed materials provided:

a. The Authorized Phrase is not used in connection with any goods or services other than USWC services resold by Carrier.

b. Carrier's use of the Authorized Phrase does not, in USWC's sole discretion, cause customers to believe that Carrier is USWC.

c. The Authorized Phrase, when displayed, appears only in text form (Carrier may not use the U S WEST logo) with all letters being the same font and point size. The point size of the Authorized Phrase shall be no greater than one fourth the point size of the smallest use of Carrier's name and in no even shall exceed 8 point size.

d. Carrier shall provide all printed materials to USWC for its prior written approval.

e. If USWC determines that Carrier's use of the Authorized Phrase causes customer confusion, USWC may in its sole discretion, immediately terminate Carrier's right to use the Authorized Phrase.

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

6. Carrier acknowledges the value of the marks "U S WEST" and "U S WEST Communications" (the "Marks") and the goodwill associated therewith and acknowledges that such goodwill is a property right belonging to U S WEST, Inc. and USWC respectively (the "Owners"). Carrier recognizes that nothing contained in this Agreement is intended as an assignment or grant to Carrier of any right, title or interest in or to the Marks and that this Agreement does not confer any right or license to grant sublicenses or permission to third parties to use the Marks and is not assignable. Carrier will do nothing inconsistent with the Owner's ownership of the Marks, and all rights, if any, that may be acquired by use of the Marks shall inure to the benefit of the Owners. Carrier will not

adopt, use (other than as authorized herein,) register or seek to register any mark anywhere in the world which is identical or confusingly similar to the Marks or which is so similar thereto as to constitute a deceptive colorable imitation thereof or to suggest or imply some association, sponsorship, or endorsement by the Owners. The Owners make no warranties regarding ownership of any rights in or the validity of the Marks.

J Warranties

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

K Assignment

Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party provided that each Party may assign this Agreement to a corporate affiliate or an entity under its common control or an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

L Default

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

M Disclaimer of Agency

Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party

whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

N. Severability

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

O. Nondisclosure

1. All information, including but not limited to specifications, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data, (i) furnished by one Party to the other Party dealing with customer specific, facility specific, or usage specific information, other than customer information communicated for the purpose of publication of directory database inclusion, or (ii) in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary", or (iii) communicated and declared to the receiving Party at the time of delivery, or by written notice given to the receiving Party within ten (10) days after delivery, to be "Confidential" or "Proprietary" (collectively referred to as "Proprietary Information"), shall remain the property of the disclosing Party. A Party who receives Proprietary Information via an oral communication may request written confirmation that the material is Proprietary Information. A Party who delivers Proprietary Information via an oral communication may request written confirmation that the Party receiving the information understands that the material is Proprietary Information.

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

3. Each Party shall keep all of the other Party's Proprietary Information confidential and shall use the other Party's Proprietary Information only in connection with this Agreement. Neither Party shall use the other Party's Proprietary Information for any other purpose except upon such terms and conditions as may be agreed upon between the Parties in writing.

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

a was at the time of receipt already known to the receiving Party free of any obligation to keep it confidential evidenced by written records prepared prior to delivery by the disclosing Party, or

b is or becomes publicly known through no wrongful act of the receiving Party, or

c is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation to the disclosing Party with respect to such information, or

d is independently developed by an employee, agent, or contractor of the receiving Party which individual is not involved in any manner with the provision of services pursuant to the Agreement and does not have any direct or indirect access to the Proprietary Information, or

e is disclosed to a third person by the disclosing Party without similar restrictions on such third person's rights, or

f is approved for release by written authorization of the disclosing Party, or

g is required to be made public by the receiving Party pursuant to applicable law or regulation provided that the receiving Party shall give sufficient notice of the requirement to the disclosing Party to enable the disclosing Party to seek protective orders.

5 Notwithstanding the foregoing, the Parties acknowledge that certain Proprietary Information relating to usage and traffic termination data may be released, without the consent of the disclosing Party, to any third party carrier (i.e., ILEC, CLEC, or IXC) which terminates traffic on its network originated by Carrier's subscriber and transited through USWC's network. The release shall be conditioned upon USWC having a similar non-disclosure agreement with that third party carrier.

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

P Survival

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

Q Dispute Resolution

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

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

R Controlling Law

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

S Joint Work Product

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

T Responsibility for Environmental Contamination

Neither Party shall be liable to the other for any costs whatsoever resulting from the presence or release of any environmental hazard that either Party did not introduce to the affected work location. Both Parties shall defend and hold harmless the other, its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and

expenses (including reasonable attorneys' fees) that arise out of or result from (i) any environmental hazard that the indemnifying party, its contractors or agents introduce to the work locations or (ii) the presence or release of any environmental hazard for which the indemnifying party is responsible under applicable law.

U. Notices

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

USWC
Group Interconnection Product & Market Mgr.
1801 California St., Rm. 2420
Denver, CO 80202
Phone: 303-896-2707, Fax: 303-896-1287

CommNet Cellular, Inc.
Mr. Thomas D. Flaherty
8350 East Crescent Parkway, Suite 400
Englewood, CO 80111

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

V. Responsibility of Each Party

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

W. No Third Party Beneficiaries

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

X. Referenced Documents

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

Y. Publicity and Advertising

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

Z. Amendment

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

AA. Executed in Counterparts

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

BB. Headings of No Force or Effect

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

CC. Cancellation Charges

Except as provided pursuant to a Network Element Network Interconnection and Unbundled Element Request, or as otherwise provided in any applicable tariff or contract referenced herein, no cancellation charges shall apply.

DD. Regulatory Approval

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

EE. Compliance

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

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

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

GG. Entire Agreement

This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.

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

Cellular, Inc.*	U S WEST Communications, Inc.*
Signature	Signature
Name Printed/Typed	Kathy Fleming Name Printed/Typed
Title	Executive Director - Interconnect Title
Date	March 26, 1997 Date

* Signature does not indicate agreement with all aspects of the arbitrator's/commission's decision, nor does it waive any rights of either Party to seek administrative/judicial review of all or part of the agreement, or to reform the agreement as the result of successful administrative/judicial review. In addition, if this Agreement is based on an agreement which the Commission previously approved (i.e., an agreement which Carrier is "opting into"), signature does not waive any rights of either Party to reform this Agreement as a result of future settlement agreements between the original parties to that previously approved agreement.

APPENDIX A - PAGE 1 - SOUTH DAKOTA

DESCRIPTION	USOC	NON RECURRING	RECURRING
CHANNEL			
(Network Access Channel- NAC)			
2 wire Analog (trunk side termination)			
2A 1 way in (land to mobile)	M2L1X	$261.35	$31.77
2A 1 way out (mobile to land)	M2L0X	$261.35	$31.77
2A 1 way in (Paging)	P231X	$261.35	$31.77
2B 1 way in (land to mobile)	M2O1X	$261.35	$31.77
2B 1 way out (mobile to land)	M2O0X	$261.35	$31.77
4 wire Analog (trunk side termination)			
2A 1 way in (land to mobile)	M4L1X	$261.35	$60.28
2A 1 way out (mobile to land)	M4L0X	$261.35	$60.28
2A 2 way	M4LCX	$261.35	$60.28
2A 1 way in (Paging)	P431X	$261.35	$60.28
2B 1 way in (land to mobile)	M4O1X	$261.35	$60.28
2B 1 way out (mobile to land)	M4O0X	$261.35	$60.28
2B 2 way	M4OCX	$261.35	$60.28
4 wire Digital (trunk side termination)			
TYPE 2A			
2A 1 way in (land to mobile)			
Initial	MZV1X	$78.19	N/A
Subsequent	MZV1X	$78.19	N/A
2A 1 way out (mobile to land)			
Initial	MZV0X	$78.19	N/A
Subsequent	MZV0X	$78.19	N/A
2A 2 way			
Initial	MZV2X	$78.19	N/A
Subsequent	MZV2X	$78.19	N/A
2A 1 way in (paging)			
Initial	P4Y1X	$78.19	N/A
Subsequent	P4Y1X	$78.19	N/A

APPENDIX A - PAGE 2 - SOUTH DAKOTA

DESCRIPTION	USOC	NON RECURRING	RECURRING
CHANNEL (Cont.)			
(Network Access Channel- NAC)			
TYPE 28			
28 1 way in (land to mobile)			
Initial	MZW1 X	$78.19	N/A
Subsequent	MZW1 X	$78.19	N/A
28 1 way out (mobile to land)			
Initial	MZW0 X	$78.19	N/A
Subsequent	MZW0 X	$78.19	N/A
28 2 way			
Initial	MZW2 X	$78.19	N/A
Subsequent	MZW2 X	$78.19	N/A
Equal Access 1 way out			
Initial	MYV0X	$78.19	N/A
Subsequent	MYV0X	$78.19	N/A
Equal Access 2 way			
Initial	MYV2X	$78.19	N/A
Subsequent	MYV2X	$78.19	N/A
Channel Facility-DS1 Level	MF31X	$480.83	$96.87
Channel Facility-DS3 Level	MF33X	$527.64	$388.63

DESCRIPTION	USOC	NON RECURRING	RECURRING
DEDICATED TRANSPORT			
Analog DS0			
Over 0 to 8 Miles			
fixed	XU2T1	$28.03	$19.66
per mile	JZ3TA	N/A	$0.10
Over 8 to 25 Miles			
fixed	XU2T2	$28.03	$19.64
per mile	JZ3TB	N/A	$0.14
Over 25 to 50 Miles			
fixed	XU2T3	$28.03	$19.64
per mile	JZ3TC	N/A	$0.13
Over 50 Miles			
fixed	XU2T4	$28.03	$19.66
per mile	JZ3TD	N/A	$0.08
DS1 Level			
Over 0 to 8 Miles			
fixed	XUWJ1	$214.03	$39.86
per mile	JZ3JA	N/A	$1.13
Over 8 to 25 Miles			
fixed	XUWJ2	$214.03	$39.87
per mile	JZ3JB	N/A	$2.15
Over 25 to 50 Miles			
fixed	XUWJ3	$214.03	$39.87
per mile	JZ3JC	N/A	$2.09
Over 50 Miles			
fixed	XUWJ4	$214.03	$39.86
per mile	JZ3JD	N/A	$1.44

DESCRIPTION	USOC	NON RECURRING	RECURRING
DS3 Level			
Over 0 to 8 Miles			
fixed	XUWK1	$214.03	$270.95
per mile	JZ3KA	N/A	$12.50
Over 8 to 23 Miles			
fixed	XUWK2	$214.03	$271.31
per mile	JZ3KB	N/A	$12.95
Over 23 to 50 Miles			
fixed	XUWK3	$214.03	$271.52
per mile	JZ3KC	N/A	$11.80
Over 50 Miles			
fixed	XUWK4	$214.03	$279.80
per mile	JZ3KD	N/A	$28.76
CHANNEL PERFORMANCE	PM2JG	N/A	$4.06
Loop with Reverse Battery			
applies only when there is Dedicated			
Transport on Analog 2-Wire NAC			
MULTIPLEXING			
per DS1 to DS0 Multiplexed	MXG1X	$288.64	$207.83
per DS3 to DS1 Multiplexed	MXG3X	$295.51	$219.52

APPENDIX A - PAGE 5 - SOUTH DAKOTA

DESCRIPTION	USOC	USAGE RATE
2A Usage		
LOCAL END OFFICE SWITCHING		
Charge per MOU	N/A	$.003334
mobile to land calls		
TANDEM SWITCHING	N/A	$.001676
TANDEM SWITCHING LOCAL TRANSPORT		
Fixed		
0 miles	N/A	No Charge
Over 0 - 8 miles	N/A	$.000410
Over 8 - 25 miles	N/A	$.000404
Over 25 - 50 miles	N/A	$.000406
Over 50 miles	N/A	$.000408
Per Mile		
0 miles	N/A	No Charge
Over 0 - 8 miles	N/A	$.000012
Over 8 - 25 miles	N/A	$.000014
Over 25 - 50 miles	N/A	$.000014
Over 50 miles	N/A	$.000010
2B Usage		
END OFFICE SWITCHING		
Charge per MOU	N/A	$.003334
mobile to land calls		
Transit Traffic		
Local	N/A	$.003191 *
Toll	N/A	$.003477 *
Interconnection Access		
Interstate Rate	N/A	Per Switched Access Tariff
Intrastate Rate	N/A	Per Switched Access Tariff
Directory Assistance Charge - per call	N/A	$.34

*CORRECTED RATE PAGE AS OF 3/20/97

APPENDIX A - PAGE 7 - SOUTH DAKOTA

DESCRIPTION	USOC	NON RECURRING	RECURRING
DS1 Level			
over 0 to 8 Miles			
-fixed	CCA1B	N/A	$39.86
-per mile	CCA1B	N/A	$1.13
over 8 to 25 Miles			
-fixed	CCA1C	N/A	$39.87
-per mile	CCA1C	N/A	$2.15
over 25 to 50 Miles			
-fixed	CCA1D	N/A	$39.87
-per mile	CCA1D	N/A	$2.09
over 50 Miles			
-fixed	CCA1E	N/A	$39.86
-per mile	CCA1E	N/A	$1.44
DS3 Level			
over 0 to 8 Miles			
-fixed	CCA3B	N/A	$270.95
-per mile	CCA3B	N/A	$12.50
over 8 to 25 Miles			
-fixed	CCA3C	N/A	$271.31
-per mile	CCA3C	N/A	$12.95
over 25 to 50 Miles			
-fixed	CCA3D	N/A	$271.52
-per mile	CCA3D	N/A	$11.80
over 50 Miles			
-fixed	CCA3E	N/A	$279.80
-per mile	CCA3E	N/A	$28.76

APPENDIX A - PAGE 6 - SOUTH DAKOTA

DESCRIPTION	USOC	NON RECURRING	RECURRING
SS7 Out of Band Signaling			
Trunk Rearrangement			
- Analog 2-wire/4-wire, each trunk			
1-way MF to 1-way SS7	NR6T1	$27.61	N/A
2-way MF to 2-way SS7	NR6T2	$27.61	N/A
1-way MF to 2-way SS7	NR6T3	$31.53	N/A
2-way MF to 1-way SS7	NR6T4	$31.53	N/A
- Digital, each trunk			
1-way MF to 1-way SS7	NR6T5	$23.61	N/A
2-way MF to 2-way SS7	NR6T6	$23.61	N/A
1-way MF to 2-way SS7	NR6T7	$27.54	N/A
2-way MF to 1-way SS7	NR6T8	$27.54	N/A
Channel Facility-DS1 Level	EFY1X	$480.83	$96.87
Channel Facility-DS3 Level *	EFY3X	$527.64	$380.63
DEDICATED TRANSPORT			
Analog/DS0			
over 0 to 8 Miles			
-fixed	CCA2B	N/A	$19.66
-per mile	CCA2B	N/A	$0.10
over 8 to 25 Miles			
-fixed	CCA2C	N/A	$19.64
-per mile	CCA2C	N/A	$0.14
over 25 to 50 Miles			
-fixed	CCA2D	N/A	$19.64
-per mile	CCA2D	N/A	$0.13
over 50 Miles			
-fixed	CCA2E	N/A	$19.66
-per mile	CCA2E	N/A	$0.08

* - This rate is used for shared use only

APPENDIX A - PAGE 8 - SOUTH DAKOTA

DESCRIPTION	USOC	NON RECURRING	RECURRING
MULTIPLEXING			
per DS1 to DS0 Multiplexer	QMVX X	N/A	$207.83
per DS3 to DS1 Multiplexer	QM3XX	N/A	$219.52
CCS Link - 1st Link	NRBS1	$475.57	N/A
CCS Link - Each Additional Link	NRBSA	$68.10	N/A
STP Port - Per Port	PT8SX	N/A	$214.66

APPENDIX A-1
TYPE 2 RECIPROCAL COMPENSATION
EXAMPLE OF RECIPROCAL COMPENSATION CREDIT CALCULATION

Termination Component

Carrier Minutes terminated to USWC subscribers		10,000,000
Divide by .70 factor to arrive at Total Minutes (10,000,000/ 70)		14,285,714
Multiply Total Minutes by .17 to arrive at USWC minutes to Carrier (14,285,714 x .17)		2,428,571
Multiply result by Type 2B rate ($0.003334)		
Termination Component Credit (2,428,571 x $0.003334)	$ 8,097	

Facility Component (using a DS3 for this example)

Equipment costs (Channel facility, multiplexing, etc.)		$ 10,000
Dedicated transport cost (fixed and per mile)		$ 1,250
Total Facility cost ($10,000 + 1,250)		$ 11,250
Multiply Total Facility cost by .17		
Facility Component Credit ($11,250 X .17)		$ 1,913

Reciprocal Compensation Credit

Termination Component		$ 8,097
Facility Component		$ 1,913
Total Reciprocal Compensation Credit ($8,097 + 1,913)	$ 10,010	

APPENDIX B
ENGINEERING REQUIREMENTS
TRUNK FORECAST FORMS

INTERCONNECTION CHECKLIST
MEET POINT

DATE OF MEETING:

Interconnector Information

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

Equipment

Manufacture/ model#	Quantity	

Cable Makeup

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

Service Requirements

	Year 1	Year 2	Year 3
DS3			
DS1			

Remarks:

Please attach a sketch of the requested meet point arrangement:

Appendix B -- PAGE 2
INTERCONNECTION CHECKLIST
ADDITIONAL TRUNKING

Interconnector Information

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

Service Requirements

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

Remarks:

Please attach a sketch of the agreed upon meet point arrangement

APPENDIX C
POINT OF CONNECTION (POC)

Legal Entity: _____

Effective Date _____ Type 2A

Carrier's POC: _____ USWC's Serving Wire Center _____

V = _____ H = _____ V = _____ H = _____

CLLI Code: _____ CLLI Code _____

NXX _____

SERVING ARRANGEMENT:

The interconnection provided by the Agreement is represented by the following

USWC LOCAL CLLI Traffic CLLI	USWC ANCILLARY CLLI	USWC Non-Local
Type of TRUNKS	Type of TRUNKS	Type of Trunks

Local Calling Area Information - City & State

BILLING INFORMATION:

Actual Billing _____ 1997 Estimate Billing _____ Assumed
Minutes of Use __

Zone 1___ 2____ 3____

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

DEDICATED TRANSPORT:

Number of miles to Local Tandem _____
Number of miles to Access Tandem _____

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

Access Tandem CLLI Code _____ Ancillary End Office
CLLI Code _____

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

RECEIVED
APR 1[illegible] 1997
SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

IN THE MATTER OF THE FILING	)	
OF WIRELESS INTERCONNECTION	)	
AGREEMENT BETWEEN	)	DOCKET NO. _____
U S WEST COMMUNICATIONS, INC.	)	
AND COMMNET CELLULAR, INC.	)	

U S WEST COMMUNICATIONS, INC.'S RESERVATION OF RIGHTS REGARDING FILING OF WIRELESS INTERCONNECTION AGREEMENT

U S WEST Communications, Inc. ("U S WEST") and CommNet Cellular, Inc. ("CommNet") have entered into an arbitrated Wireless Interconnection Agreement pursuant to the federal Telecommunications Act of 1996 ("1996 Act"), and the nondiscriminatory clause contained in the Act, i.e., the most favored clause.

The interconnection agreement entered into with CommNet is identical in terms and conditions to the interconnection agreement entered into between Western Wireless Services Corporation ("Western") and U S WEST. Therefore, if the Commission, in its review of the Western/U S WEST agreement makes any changes, those changes should follow through and be incorporated into this agreement between CommNet and U S WEST. U S WEST has entered into this agreement based on this understanding.

U S WEST considers this CommNet agreement, as with the Western agreement, to be an arbitrated agreement.

U S WEST respectfully submits that this agreement does not comply with Sections 251 and 252 of the Act, as Western's agreement did not comply with the Act.

U S WEST notifies the Commission that by filing the Agreement, to the extent that other pending litigation or appeals, including the appeal to the Eighth Circuit Court of Appeals of the FCC's First Report and Order, result in further orders, decisions, and rulings that invalidate, undermine or alter any legal requirement upon which any provision of the proposed Agreement was based, U S WEST expressly reserves the right to reform the Agreement or any portion of the Agreement, either before this Commission or any other court or regulatory body having jurisdiction over the Agreement or its implementation.

DATED this 17th day of April, 1997.

Respectfully submitted,

U S WEST COMMUNICATIONS, INC

William P. Heaston
Senior Attorney
U S WEST, Inc.
1801 California, Suite 5100
Denver, CO 80202
(303) 672-2810

CERTIFICATE OF SERVICE

I hereby certify that on this 17th day of April, 1997, an original and ten (10) copies of the foregoing **U S WEST COMMUNICATIONS, INC.'S RESERVATION OF RIGHTS REGARDING FILING OF WIRELESS INTERCONNECTION AGREEMENT** was sent via overnight delivery to the following:

Mr. William Bullard, Jr.
Executive Director
South Dakota Public Utilities Commission
State of South Dakota
500 East Capitol Avenue
Pierre, SD 57501

and a true and correct copy was mailed by United States first class mail, postage prepaid, to each of the following:

CommNet Cellular, Inc.
Mr. Thomas D. Flaherty
8350 East Crescent Parkway, Suite 400
Englewood, CO 80111

U S WEST Communications, Inc.
Group Interconnection Product & Market Manager
1801 California Street, Room 2420
Denver, CO 80202

Ms. Colleen Sevold
Manager - Public Policy
U S WEST Communications, Inc.
125 S. Dakota Avenue, Room 8 Floor
Sioux Falls, SD 57194

U S WEST Communications, Inc.

Maize Beck

South Dakota
Public Utilities Commission
State Capitol 500 E. Capitol
Pierre, SD 57501-5070
Phone: (800) 332-1782
Fax: (605) 773-3809

TELECOMMUNICATIONS SERVICE FILINGS

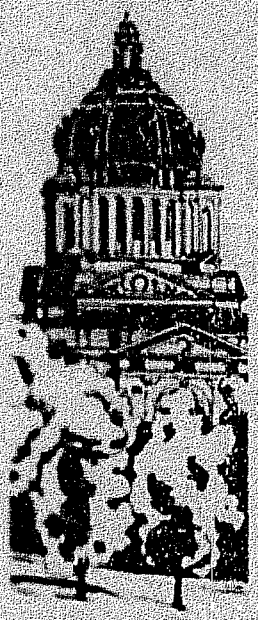
These are the telecommunications service filings that the Commission has received for the period of:

04/18/97 through 04/24/97

If you need a complete copy of a filing faxed, overnight expressed, or mailed to you, please contact Delaine Kolbo within five days of this filing.

DOCKET NUMBER	TITLE/STAFF/SYNOPSIS	DATE FILED	INTERVENTION DEADLINE
	NEGOTIATED WIRELESS INTERCONNECTION AGREEMENT FILED		
TC97-044	CommNet Cellular, Inc. and U S WEST Communications, Inc. submitted copies of the contract entered into between the parties for a wireless interconnection agreement. Any person wishing to comment on the parties' request for approval may do so by filing written comments with the Commission and the parties to the agreement no later than May 14, 1997. Parties to the agreement may file written responses to the comments no later than June 3, 1997.	04/18/97	Responses Due 05/14/97

Important Notice: The Commission is compiling a list of internet addresses. If you have an internet address please notify the Commission by E-mailing it to Terry Norum at: terryn@puc.state.sd.us Faxing the address to the Commission at: 605-773-3809



South Dakota Public Utilities Commission

State Capitol Building, 500 East Capitol Avenue, Pierre, South Dakota 57501-5070

Capitol Office
Telephone (605)773-3201
FAX (605)773-3809

Transportation/
Warehouse Division
Telephone (605)773-5280
FAX (605)773-3225

Consumer Hotline
1-800-332-1782

TTY Through
Relay South Dakota
1-800-877-1113

Internet
http://pur.state.sd.us

Jim Burg
Chairman
Pam Nelson
Vice-Chairman
Laska Schoenfelder
Commissioner

William Bullard Jr
Executive Director

Edward R. Anderson
Harlan Best
Martin C. Bettmann
Charlie Bolle
Sue Cichos
Karen L. Cremer
Marlette Fischbach
Shirleen Fugitt
Lewis Hammond
Leni Healy
Camron Hoseck
Dave Jacobson
Bob Knadle
Delaine Kolbo
Terri J. Lesmeister
Jeffrey P. Lorensen
Terry Norum
Gregory A. Risley
Tammi Stangohr
Steven M. Wegman
Rolayne Ailts Wiest

June 26, 1997

Mr. William P. Heaston
Senior Attorney
U S WEST Communications, Inc.
1801 California, Suite 5100
Denver CO 80202

Ms. Colleen Sevold
Manager - Public Policy
U S WEST Communications, Inc.
125 S. Dakota Avenue, 8th Floor
Sioux Falls, SD 57194

Ms. Tamara A. Wilka
Attorney at Law
Boyce, Murphy, McDowell, Greenfield
P. O. Box 5015
Sioux Falls, SD 57117-5015

Mr. Thomas D. Flaherty
CommNet Cellular, Inc
8350 East Crescent Parkway, Ste 400
Englewood, CO 80111

Re: In the Matter of the Filing of Wireless Interconnection Agreement Between U S WEST Communications, Inc. and CommNet Cellular, Inc.
Docket TC97-044

Dear Folks:

Enclosed each of you will find a copy of Staff Analysis and Recommendation in the above captioned matter.

This is intended as service upon you by mail

Very truly yours,

Camron Hoseck
Staff Attorney

CH:dk
Enc.

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF SOUTH DAKOTA

IN THE MATTER OF THE FILING OF WIRELESS INTERCONNECTION AGREEMENT BETWEEN U S WEST COMMUNICATIONS, INC. AND COMMNET CELLULAR, INC.	STAFF ANALYSIS AND RECOMMENDATION TC97-044

PRELIMINARY STATEMENT

At 47 U S C. Section 252 (a)(1) the law provides that negotiated interconnection agreements which have been reached are to be submitted to the Public Utilities Commission (Commission) for approval. Submission of the agreement is to be in accordance with subsection (e) of this provision. Subsection (e) provides that the Commission may approve the agreement or reject it with written findings as to deficiencies. The grounds for rejection are specified in Subsection (e)(2). As summarized, those reasons include discrimination, inconsistency with the public interest, convenience and necessity or inconsistency with section 251 or the standards of (d) of Section 252.

The following analyses and recommendations are based upon the standards of (1) discrimination and (2) the public interest, convenience and necessity.

ANALYSIS

I. Discrimination

A. quality of service

The undersigned staff attorney notes with interest that this proposed interconnection agreement contains two provisions which address service quality. One is at Paragraph V. E. on page 21 which provides that US WEST Communications, Inc. (U S WEST) assures that equipment, service and quality of interconnection will be at least that which

U S WEST would serve itself. The second is at Paragraph XXI on page 33. This section actually sets service standards. I find these provisions to have merit. In fact I advocated the inclusion of language similar to that on p 21of this Agreement in the Firstel Agreement Docket, TC97-032.

This, however, raises the issue of discrimination in that it appears that U S WEST will grant service quality assurances to cellular companies but not to non-cellular resellers. U S WEST appears to treat those with whom it does business in a less than uniform manner. My objection to this agreement is that it treats interconnection customers of U S WEST in a disparate manner. This activity should be justified to the Commission's satisfaction.

B. payment penalty

Under Paragraph XXII. D. on page 36 late payments are addressed and it appears that the only penalty assessed is a late payment factor which is found in U S WEST's Intrastate Access Service Tariffs, General Regulations for South Dakota. A similar approach was taken in the approved agreement with Western Wireless, TC96-160. However, it should be pointed out that in the Firstel and Pam Oil, Inc. (TC96-190) Agreements, payment disputes are ultimately handled by disconnection. The Firstel Agreement permits disconnection with certain qualifications. The undersigned staff attorney was not able to find any similar penalty provision in the cellular agreements, more particularly in this one. If U S WEST can point to a similar provision in this Agreement which I may have missed as an oversight, I will reconsider my recommendation. Unless that is done, I would recommend that the Commission give careful consideration as to whether or not U S WEST is acting in a discriminatory manner by treating interconnection carriers differently.

C. other considerations

I note that U S WEST has treated small domestic South Dakota corporations (i.e. Firstel and Pam Oil, Inc.) different than cellular corporations incorporated outside of South Dakota.

Should the Commission facially find there to be discrimination, consideration should be given to directing staff to institute an action under SDCL 49-31-11, the state's anti-discrimination law.

II. Public interest, convenience and necessity

A. In paragraph V. I. 1. on page 24 there is reference to standards and procedures for notification of trunk disconnects which are yet to be developed by the parties. I would bring this to the Commission's attention for the following reason. Presumably trunk disconnects are critical to the continuous and uninterrupted service that CommNet Cellular, Inc. (CommNet) would come to expect from U S WEST. If the public interest, convenience and necessity is to be served, these standards and procedures should be a part of this Agreement and operative upon its being signed by the parties and approved by the Commission. This important feature should not be left to later negotiations; it should be part of this Agreement so that trunk disconnects can be addressed as soon as the parties actually interconnect and start doing business with each other.

B. In Paragraph XXII, D. 5. on page 37, there is reference to interest to be paid upon cash deposits at a rate applying under Commission rules, regulations, or tariffs. This language is vague; it should either specify the interest rate or the <u>specific</u> rule, regulation or tariff.

Further, the language is disjunctive in that it uses "or" when referring to the rules, regulations, or tariffs. This reemphasizes the need for a more definite reference as to what interest rate will prevail.

C. In Paragraph XXII, J. on page 41 there is a standard provision for warranties. Again, I would question how the public interest, convenience and necessity is served by a warranty when the contract is for a <u>service</u>. Warranties typically apply to the sale of goods.

D. In Paragraph XXII, R. on page 44 there is reference to the applicable law which

is the law of the state where the service is provided. Consistent with my approach in prior cases, I would strongly recommend that this Agreement not be approved until this explicly states that the Agreement shall be construed in accordance with the law of the state of South Dakota. The vagueness of this provision for construing the Agreement in accordance with the law of the state where the service is provided presents a problem. If different services under the Agreement are performed in states other than South Dakota, then different parts of the contract could potentially be interpreted by laws of a variety of states. In order to protect the consuming public in South Dakota, South Dakota's laws should govern the execution and performance of this Agreement.

RECOMMENDATION

I recommend that this Agreement NOT be approved until these matters are resolved to the satisfaction of the Commission.

Respectfully submitted this 26 day of June, 1997.

Camron Hoseck, Staff Attorney

CERTIFICATE OF SERVICE

I hereby certify that copies of Staff Analysis and Recommendation were served on the following by mailing the same to them by United States Post Office First Class Mail, postage thereon prepaid, at the address shown below on this the 26th day of June, 1997

Mr. William P. Heaston
Senior Attorney
U S WEST Communications, Inc.
1801 California, Suite 5100
Denver CO 80202

Ms. Colleen Sevold
Manager - Public Policy
U S WEST Communications, Inc.
125 S. Dakota Avenue, 8th Floor
Sioux Falls, SD 57194

Ms. Tamara A. Wilka
Attorney at Law
Boyce, Murphy, McDowell & Greenfield
P. O. Box 5015
Sioux Falls, SD 57117-5015

Mr. Thomas D. Flaherty
CommNet Cellular, Inc.
8350 East Crescent Parkway, Suite 400
Englewood, CO 80111

Camron Hoseck
Staff Attorney
South Dakota Public Utilities Commission
500 East Capitol
Pierre, SD 57501

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF SOUTH DAKOTA

IN THE MATTER OF THE FILING OF WIRELESS INTERCONNECTION AGREEMENT BETWEEN U S WEST COMMUNICATIONS, INC. AND COMMNET CELLULAR, INC.	))))	ORDER APPROVING NEGOTIATED AGREEMENT TC97-044

On April 18, 1997, the South Dakota Public Utilities Commission (Commission) received a filing from CommNet Cellular, Inc. (CommNet) and U S WEST Communications, Inc. (U S WEST) regarding a contract entered into between the parties for a wireless interconnection agreement pursuant to 47 U.S.C. §§ 252(a)(1) and 252(e).

On April 24, 1997, the Commission electronically transmitted notice of this filing to interested individuals and entities. The notice stated that any person wishing to comment on the parties request for approval had until May 14, 1997, to do so. Parties to the agreement had until June 3, 1997, to file written responses to the comments. On June 26, 1997, Staff filed its analysis and recommendation.

At its duly noticed July 15, 1997, meeting, the Commission considered whether to approve the negotiated agreement between CommNet and U S WEST. The Commission considered Staff's analysis and recommendation.

The Commission has jurisdiction over this matter pursuant to SDCL Chapter 49-31, and the Federal Telecommunications Act of 1996. Upon review of the agreement, the Commission found that, as required by 47 U.S.C. § 252(e)(2)(A), the agreement does not discriminate against a telecommunications carrier not a party to the agreement nor is the implementation of this agreement inconsistent with the public interest, convenience, and necessity. The Commission voted to approve the negotiated agreement, subject to the condition that Paragraph XXII, R. on page 44 of the agreement be revised to state that the agreement shall be construed in accordance with the laws of the state of South Dakota. It is therefore

ORDERED, that pursuant to 47 U.S.C. § 252(e) the Commission approves the negotiated agreement, subject to the condition that Paragraph XXII, R. on page 44 of the agreement be revised to state that the agreement shall be construed in accordance with the laws of the state of South Dakota.

Dated at Pierre, South Dakota, this 17th day of July, 1997.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, by facsimile or by first class mail, in properly addressed envelopes, with charges prepaid thereon.

By Delaine Kolbo

Date 7/17/97

(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION

JAMES A. BURG, Chairman

LASKA SCHOENFELDER, Commissioner

PAM NELSON, Commissioner
Dissenting