

**MINNESOTA
SERVICE EXHIBIT
WIRELESS TRANSIT SERVICES EXHIBIT FOR TERMINATING
WIRELESS TRAFFIC THROUGH ACCESS TANDEM SWITCHES
AND RATE SCHEDULE TO SERVICES AGREEMENT**

1.0 WIRELESS TRANSIT SERVICES MINIMUM SERVICE TERM.

This Wireless Transit Services Exhibit is being entered into as a result of Docket No. P-et al/M-04-707. Qwest reserves the right to pursue charging ILECs for all other transit traffic under another Transit Services Exhibit, and the ILEC reserves the right to challenge liability for such charges. Parties agree to disagree on the legal framework of this Exhibit as it relates to Qwest's position that this Exhibit is governed under Section 259 of the Act or ILEC's argument that this Exhibit is a Section 251 legal document. Both parties specifically preserve and do not waive any arguments regarding the appropriate regulatory treatment of this Agreement.

The term of this Service Exhibit shall commence upon the Effective Date of the Agreement (or an amendment hereto, as applicable) and remain in effect for the same period listed in Section 7 of the Services Agreement. Both Parties shall provide the Wireless Transit Services, as further described herein, according to the terms and conditions of this Service Exhibit and the Services Agreement.

The Parties are incumbent local exchange carriers operating in certain respective communities which are located in adjacent, but not overlapping territories; the Parties do not compete against each other as local exchange carriers in those communities (collectively, the "Communities").

OTHER TYPES OF INTERCONNECTION AND SERVICES EXCLUDED. Nothing in this Agreement will be construed as granting to either Party any collocation arrangements through either physical or virtual collocation ("Collocation"), any access to any unbundled network elements ("Unbundled Access"), or access to operational support systems ("OSS Access"), and nothing herein will be construed as waiving or limiting in any way any rights available to either Party under the Act with respect to Collocation, Unbundled Access, OSS Access, or other matters, including, but not limited to, ancillary services such as signaling access to call-related databases, directory assistance, white pages directory listings, busy line verify/interrupt, toll and assistance operator services, LIDB, access to poles/ducts/conduits, rights-of-way, 800 and CMDS. The Parties reserve the right to negotiate such matters in separate agreements. This Exhibit relates solely to Wireless Transit Services. The only traffic covered by this Exhibit is Wireless Transit Traffic.

This Wireless Transit Services Exhibit is intended solely for the use by each Party for its operations which are the subject of the Agreement. As such, this Exhibit applies solely to the uses discussed herein, and use of the services in a manner contrary to the restrictions of use in Section 2.0 shall be a material breach of the Exhibit and the Agreement.

2.0 WIRELESS TRANSIT SERVICES.

Wireless Transit Service under this exhibit is where either Party originates a call that transits the other Party's Access Tandem Switch and routes to the network of a Wireless Service Provider for termination. The Party originating the Wireless Transit Traffic acknowledges that it is its responsibility to enter into arrangements with any other Telecommunications Carriers involved in transiting the call and each third party Wireless Service Provider terminating the call, for the exchange of Wireless Transit Traffic from such originating Party and for the billing to the originating carrier for such exchange.

Each Party originating Wireless Transit Traffic acknowledges that the other Party has no responsibility to pay any other third party Telecommunications Carriers involved in transiting the call and/or third party Wireless Service Provider terminating the call for termination of any Wireless Transit Traffic from such originating Party. In the event one Party originates Wireless Transit Traffic that transits the second Party's network to reach a third party Wireless Service Provider with whom the originating Party does not have a traffic exchange agreement, then the originating Party will indemnify, defend and hold harmless the second Party against any and all charges lawfully levied by such third party Wireless Service Provider, including any termination charges related to such Wireless Transit Traffic and any attorneys fees and expenses. In the event that one Party can identify the Wireless Transit Traffic, and the other Party requests the transit records, the Parties will negotiate a separate agreement for the provision of those transit records.

Parties will not pay switched access on Wireless Transit Traffic calls between Parties and any Wireless Service Provider when Wireless Transit Traffic calls are routed through an Access Tandem Switch.

3.0 NETWORK RESPONSIBILITIES.

If the Wireless Transit Traffic volumes between one Party's end office and a Wireless Service Provider's switch at anytime exceeds the centum call second ("CCS") busy hour equivalent of one (1) DS1 (512 CCS), the end office Party will contact the Wireless Service Provider within sixty (60) days of such occurrence, and request that a new direct trunk group be established between the Wireless Service Provider and that Party's end office.

Only those valid NXX codes served by an end office may be accessed through a direct connection to that end office.

It shall be the responsibility of each Party to program and update its own Switches and network systems pursuant to the Local Exchange Routing Guide (LERG) to recognize and route traffic to the other Party's assigned NXX or NXX-X codes.

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Neither Party shall impose any fees or charges on the other Party for such activities. The Parties will cooperate to establish procedures to ensure the timely activation of NXX assignments in their respective networks.

Each Party is responsible for administering numbering resources assigned to it. Each Party will cooperate to timely rectify inaccuracies in its LERG data. Each Party is responsible for updating the LERG data for NXX codes assigned to its End Office Switches. Each Party shall use the LERG published by Telcordia or its successor for obtaining routing information and shall provide through an authorized LERG Input agent, all required information regarding its network for maintaining the LERG in a timely manner.

To the extent available, the parties will interconnect their networks using SS7 signaling where technically feasible and available as defined in applicable industry standards including ISDN user part ("ISUP") for trunk signaling and transaction capabilities application part ("TCAP") for common channel signaling based features in the interconnection of their networks.

4.0 OBLIGATIONS OF BOTH PARTIES.

Parties will provide and maintain the equipment and facilities necessary to permit each other to furnish the services for which the Parties contract.

Parties will provision appropriate trunking to Access Tandem Switches this includes but not limited to provisioning trunking with appropriate traffic use codes.

Parties shall have no obligation to supply a Service where facilities or technical abilities are limited. Should a party not be able to provide services due to lack of facilities or technical abilities, it will provide reasonable notice of the limitation to the other party.

5.0 CHARGES AND PAYMENTS FOR WIRELESS TRANSIT SERVICES.

The charge for the Wireless Transit Services provided by each Party under this Service Exhibit is reciprocal and listed in Schedule A, attached hereto and incorporated herein by reference.

Parties shall be obligated to pay all applicable charges as set forth herein for Wireless Transit Services provided by the other Party.

Transit Provider will track usage and bill the originating Party of the Wireless Transit Traffic, and the originating Party of the Wireless Transit Traffic shall be responsible for and will pay the Transit Provider for charges applicable to the calls placed to Wireless Service Providers' end users at the rate specified in Schedule A.

A completed call shall be computed, calculated and recorded in accordance with the methods and practices of Transit Provider and the operating capacity and ability of Transit Provider's measuring equipment.

The originating Party of the Wireless Transit Traffic will pay the Transit Provider for Wireless Transit Traffic at the reciprocal rates specified in Schedule A. It is the responsibility of the originating Party of the Wireless Transit Traffic to provide billing information to any other Telecommunications Carriers that are involved in transiting the call and the terminating Wireless Service Provider assuming that recording capabilities exist to obtain that measured data.

If, due to equipment malfunction or other error, Transit Provider does not have available the necessary information to compile an accurate billing statement, Transit Provider may render a reasonably estimated statement, but shall notify originating Party of the Wireless Transit Traffic of the methods of such estimates and cooperate in good faith with originating carrier of the traffic to establish a fair, equitable estimate. Transit Provider shall render a statement reflecting actual billable quantities when and if the information necessary for the billing statement becomes available.

6.0 DEFINITIONS.

Words and phrases which are capitalized and not otherwise defined in this Exhibit shall have the meaning given to such words or phrases in the Services Agreement.

"Access Tandem Switch" is a switch used to connect End Office Switches to interexchange Carrier Switches. Qwest's Access Tandem Switches are also used to connect and Switch traffic between and among Central Office Switches within the same LATA and may be used for the exchange of local traffic. For purposes of this Services Agreement and Exhibit, the term Access Tandem Switch means those switches identified by the CLLI Codes listed on Attachment A which may be amended from time to time.

"Act", as used in this Exhibit, means the Communications Act of 1934 (47 U.S.C. Section 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 Federal Communications Commission ("FCC") or the Commission.

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"Ancillary Traffic", includes all traffic destined for ancillary services, or that may have special billing requirements, including but not limited to the following: Directory assistance, 911/E911, Operator call termination (busy line interrupt and verify), 800/888, LIDB, and Information services requiring special billing.

"Incumbent Local Exchange Carrier" (ILEC), as used in this Exhibit, means with respect to an area, the LEC that: (1) on February 8, 1996, provided Telephone Exchange Service in such area; and (2) (i) on February 8, 1996, was deemed to be a member of the exchange carrier association pursuant to § 69.601 (b) of the FCC's regulations; or (ii) is a person or entity that, on or after February 8, 1996, became a successor or assign of a member described in clause (i) of this paragraph.

"Transit Provider", as used in this Exhibit means the Party that is providing the Wireless Transit Service.

"Wireless Service Provider" means a Telecommunications Carrier which provides Wireless Telecommunications Services as defined in 47 CFR § 1.07.

"Wireless Transit Service" means the service provided pursuant to this Service Exhibit, where one Party originates a call that transits the other Party's Access Tandem Switch and routes to the network of a Wireless Service Provider for termination.

"Wireless Transit Traffic" as used in this Exhibit is any telecommunications traffic that originates from one (1) Party's network, transits the Access Tandem Switch of the other Party, and routes to the network of a Wireless Service Provider for termination. Wireless Transit Traffic can transit one or more Telecommunications Carrier's network before it is terminated to the network of a Wireless Service Provider. For purposes of the Agreement, Wireless Transit Traffic does not include traffic carried by Interexchange Carriers or traffic originated by either Party when acting as a toll provider. Interexchange Carriers' traffic is defined as Jointly Provided Switched Access.

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**SCHEDULE A
WIRELESS TRANSIT CHARGE**

WIRELESS TRANSIT RATE	\$.0027 Per MOU
RATE FOR DE MINIMIS TRAFFIC	\$6.00 per month flat rate

The Parties have agreed to the wireless transit rate stated above, and further agree to the flat rate stated above for the initial year of this Agreement, substantially on the basis that Service usage is de minimis. The de minimis traffic rate shall be subject to review and modification annually during the term of this Agreement, as provided in this Schedule A.

Either Party may give written notice to the other not less than sixty (60) days prior to the anniversary of the Effective Date to request renegotiation of the de minimis wireless transit rate, on a prospective basis. The Parties shall negotiate in good faith to determine any mutually agreeable modification to the de minimis wireless transit rate, and/or modifications to the Services Agreement or this Exhibit. If the Parties are unable to reach resolution, either Party may pursue dispute resolution as provided in Section 21.1 of the Services Agreement.

ACCESS TANDEM SWITCHES

** FARGNDBC12T	Fargo
GDFRNDBC12T	Grand Forks
MPLSMNDT12T	Minneapolis
GLVYMNOR01T	Golden Valley
STCDMNTO12T	St. Cloud
DLTHMNME12T	Duluth
OWTNMNOW12T	Owatonna
ROCHMNRO12T	Rochester
WNDMMNWI12T	Windom
WADNMNWA12T	Wadena

** Specific Tandem for each MIC Company identified from this group.