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TC 99-123

Public Utilities Commission of the State of South Dakota

DATE	MEMORANDA
12/23 99	Filed and docketed;
12/30 99	Weekly Filings;
2/11 00	Order approving agreement;
2/11 00	Docket Closed

TC 99-123

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RECEIVED

DEC 23 1999

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

VIA OVER-NIGHT DELIVERY

December 17, 1999

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

Re: Filing of Interconnection Agreement between TW Wireless, L.L.C. and
U S WEST Communications, Inc.

Pursuant to 20:10:32:21 of the Admin. Rules of South Dakota enclosed for filing is an original and ten (10) copies of the Interconnection Agreement between U S WEST Communications, Inc. ("U S WEST") and TW Wireless, L.L.C. ("TW Wireless") for approval by the Commission. The Agreement is a negotiated agreement setting forth the terms, conditions and prices under which U S WEST agrees to provide (a) services for resale, (b) certain unbundled network elements, ancillary functions and additional features to TW Wireless (collectively referred to as "Network Elements") for TW Wireless' offering and provisioning of telecommunications services. The Agreement also sets forth the terms, conditions and prices under which the parties agree to interconnect and pay reciprocal compensation for the exchange of local traffic.

The Agreement does not discriminate against other telecommunications carriers, and the Agreement is consistent with the FCC's guidelines for negotiation and performance. Additionally, other telecommunications carriers have the option to adopt any negotiated or arbitrated agreement approved by the Commission.

The Agreement is consistent with the public interest as identified in the state statutes of South Dakota, the Commission's rules, the federal Telecommunications Act of 1996, and rules of the Federal Communications Commission. Expedient approval of this Agreement will enable TW Wireless to enter the local exchange market and provide customers with increased choices among local exchange services.



Mr. William Bullard, Jr.
December 17, 1999
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TW Wireless has authorized U S WEST to submit this Agreement on TW Wireless' behalf.

Very truly yours,


Alex Duarte

Enclosures

cc: TW Wireless
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TC99-123

Type 2 Wireless Interconnection Agreement

Between

U S WEST Communications, Inc.

And

TW Wireless, L.L.C.

For the State of South Dakota

**Agreement Number
CDS-991111-0247**

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PART A - GENERAL TERMS

This Type 2, two-way Wireless Interconnection Agreement is between TW Wireless, L.L.C. ("TW Wireless"), a Delaware limited liability company and U S WEST Communications, Inc. ("USW"), a Colorado corporation. TW Wireless is licensed by the Federal Communications Commission ("FCC") as a Commercial Mobile Radio Service ("CMRS") provider. Services provided by USW to TW Wireless under this Agreement are provided pursuant to TW Wireless's role as two-way CMRS provider of two-way traffic.

(A)1. SCOPE OF AGREEMENT

(A)1.1 Pursuant to this negotiated Type 2 Wireless Interconnection Agreement ("Agreement"), TW Wireless, a CMRS provider, and USW (collectively, "the Parties") will extend certain arrangements to one another within the geographical areas in which both Parties are providing local exchange service at that time, and for which USW is the incumbent Local Exchange Carrier within the state of South Dakota for purposes of offering Wireless to Wireline or Wireline to Wireless services. This Agreement includes terms, conditions, and prices for Wireless network Interconnection, access to Unbundled Network Elements, (UNEs), and ancillary network services. It will be submitted to the South Dakota Public Utilities Commission ("Commission") for approval. Notwithstanding this mutual commitment, however, the Parties enter into this Agreement without prejudice to any positions they have taken previously, or may take in the future in any legislative, regulatory, or other public forum addressing any matters, including matters related to the types of arrangements prescribed by this Agreement.

(A)1.2 The provisions in this Agreement are based, in large part, on the existing state of the law, rules, regulations and interpretations thereof, as of the date hereof (the "Existing Rules"). Among the Existing Rules are or could be the results of arbitrated decisions by the Commission which are currently being challenged by USW. Among the Existing Rules are certain FCC rules and orders that are the subject of, or affected by, the opinion issued by the Supreme Court of the United States in *AT&T Corp., et al. v. Iowa Utilities Board, et al.* on January 25, 1999. Although that opinion is legally-binding, many of the Existing Rules, including rules concerning which Network Elements are subject to unbundling requirements, may be changed or modified during legal proceedings that follow the Supreme Court opinion. Nothing in this Agreement shall be deemed an admission by USW concerning the interpretation or effect of the Existing Rules or an admission by USW that the Existing Rules should not be vacated, dismissed, stayed or modified. Nothing in this Agreement shall preclude or estop USW from taking any position in any forum concerning the proper interpretation or effect of the Existing Rules or concerning whether the Existing Rules should be changed, dismissed, stayed or modified. To the extent that the Existing Rules are changed, vacated, dismissed, stayed or modified, then the Parties shall amend this Agreement and all contracts adopting all or part of this Agreement pursuant to Section 252(l) of the Act, shall be amended to reflect such modification or change of the Existing Rules. Where the Parties fail to agree upon such an amendment, it shall be resolved in accordance with the Dispute Resolution

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

- (A)1.3 This Agreement sets forth the terms, conditions and prices under which USW agrees to provide certain ancillary functions and additional features to TW Wireless, all for the sole purpose of providing Telecommunications Services. The Agreement also sets forth the terms, conditions and prices under which the Parties agree to provide Type 2 Interconnection and reciprocal compensation for the exchange of traffic between USW and TW Wireless for purposes of offering Telecommunications Services.
- (A)1.4 In the performance of their obligations under this Agreement, the Parties shall act in good faith and consistently with the intent of the Act. Where notice, approval or similar action by a Party is permitted or required by any provision of this Agreement, (including, without limitation, the obligation of the Parties to further negotiate the resolution of new or open issues under this Agreement) such action shall not be unreasonably delayed, withheld or conditioned.
- (A)1.5 USW may make services, functionalities and features available to TW Wireless under this Agreement consistent with the way they are available to other Wireless Service Providers, without a formal amendment to this Agreement. Nothing herein prevents either Party from raising other issues through additional good faith negotiations.
- (A)1.6 This Agreement is structured in the following format:
 - Part A - General Terms
 - Part B - Reciprocal Traffic Exchange
 - Part C - Collocation
 - Part D - Unbundled Network Elements
 - Part E - Ancillary Services
 - Part F - Miscellaneous Provisions
 - Part G - Rates
 - Part H - Signature
- (A)1.7 Prior to placing any orders for services under this Agreement, the Parties will jointly complete USW's "WSP Questionnaire". This questionnaire will then be used to:
 - Determine geographical requirements
 - Identify TW Wireless Ids
 - Determine USW system requirements to support TW Wireless specific activity
 - Collect credit information
 - Obtain billing information

Create summary bills
Establish input and output requirements
Create and distribute USW and TW Wireless contact lists
Identify client hours and holidays

(A)2. DEFINITIONS

- (A)2.1 "Access Service Request" or "ASR" means the industry standard forms and supporting documentation used for Telecommunications Carriers to request Interconnection, Access, and Private Line Services from USW. The ASR may be used in conjunction with a mechanized interface to order Wireless Type 2 Interconnection between TW Wireless and USW.
- (A)2.2 "Access Services" refers to the tariffed interstate and intrastate switched access and private line transport services offered for the origination and/or termination of interexchange traffic, including phone to phone voice interexchange traffic that is transmitted over a carriers' packet switched network using protocols such as TCP/IP (see each Party's appropriate state and interstate access Tariffs).
- (A)2.3 "Access Tandem" means a USW switching system that provides a concentration and distribution function for originating and terminating traffic between end offices and an IXC's location. In short, a type of Central Office Switch specifically designed to provide equal access for all IXCs in that area. The Access Tandem provides the IXC with access to more than one End Office Switch within the LATA. More than one Access Tandem may be needed to provide access to all end offices within a LATA.
- (A)2.4 "Act" means the Communications Act of 1934 (47 U.S.C. 151 et.seq.), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or a Commission within its state of jurisdiction.
- (A)2.5 "Automatic Number Identification" or "ANI" means a signaling parameter which refers to the number transmitted through a network identifying the billing number of the calling party.
- (A)2.6 "Basic Exchange Telecommunications Service" means a service offered to end users which provides the end user with a telephonic connection to, and a unique local telephone number address on, the public switched telecommunications network, and which enables such end user to generally place calls to, or receive calls from, other stations on the public switched telecommunications network. Basic residence and business line services are Basic Exchange Telecommunications Services. As used solely in the context of this statement and unless otherwise agreed, Basic Exchange Telecommunications Service includes access to ancillary services such as 911, directory assistance and operator services.

- (A)2.7 "Bona Fide Request" or "BFR" means a request for a new interconnection or unbundled element not already available in this Agreement for the provision of local telecommunications services.
- (A)2.8 "Busy Line Verify/Busy Line Interrupt" or "BLV/BLI Traffic" means an operator service call in which the caller inquires as to the busy status of or requests an interruption of a call on another end user's Basic Exchange Telecommunications Service line.
- (A)2.9 "Call Termination" - see "Termination."
- (A)2.10 "Call Transport" - see "Tandem Switched Transport."
- (A)2.11 "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 Bellcore Technical Pub. 77342.
- (A)2.12 "Carrier" - see "Telecommunications Carrier."
- (A)2.13 "Central Office Switch" means a switch used to provide Telecommunications Services, including, but not limited to:
- (A)2.13.1 "End Office Switches" which are used to terminate end user station loops for the purpose of interconnecting to each other and to trunks and
 - (A)2.13.2 "'Tandem Office Switches" which are used to connect and switch trunk circuits between and among other End Office Switches. Access Tandems exchange access traffic, Toll/Access Tandems exchange intraLATA toll traffic and Local Tandems exchange EAS/Local traffic. Access and Toll/Access Tandems functions are frequently combined in the same switch, and may be physically located in the same central office as a Local Tandem.
- (A)2.14 "Collocation" is an arrangement where space is provided in a USW Central Office for the placement of TW Wireless's transmission equipment to be used for the purpose of Interconnection with USW Unbundled Network Elements or Local Interconnection Service. USW offers four (4) Collocation arrangements: Virtual Collocation, Physical Collocation, Cageless Physical Collocation and Interconnection Distribution Frame (ICDF) Collocation.
- (A)2.15 "Commercial Mobile Radio Service" or "CMRS" is a radio communication service carried on between mobile stations or receivers and land stations communications among themselves. CMRS includes both one-way and two-way radio communication services which are available to the public and provided for profit.
- (A)2.16 "Commission" means the state regulatory agency with lawful jurisdiction over telecommunications.

- (A)2.17 "Common Channel Signaling" or "CCS" means a method of digitally transmitting call set-up and network control data over a special signaling network fully separate from the public voice switched network elements that carry the actual call. The CCS protocol used by the Parties shall be Signaling System 7 ("SS7"). For purposes of this Agreement, the terms "CCS" and "SS7" shall be interchangeable.
- (A)2.18 "Conversation Time" means the measurement of Type 2 Interconnection usage which begins when TW Wireless'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 TW Wireless's customer or the disconnection signal from the terminating End Office.
- (A)2.19 "Co-Provider" means an entity authorized to provide Local Exchange Service that does not otherwise qualify as an incumbent Local Exchange Carrier ("LEC").
- (A)2.20 "Customer" means a third-party that subscribes to Telecommunications Services provided by either of the Parties. For purposes of this Agreement, unless the context of this Agreement otherwise requires the terms, "end user", "Customer", and "subscriber" shall be interchangeable.
- (A)2.21 "Digital Signal Level" means one of several transmission rates in the time division multiplexing hierarchy.
- (A)2.21.1 "Digital Signal Level 0" or "DS0" is the 64 KBPS worldwide standard speed for digitizing one voice conversation using pulse code modulation. There are 24 DS0 channels in a DS1.
- (A)2.21.2 "Digital Signal Level 1" or "DS1" means the 1.544 MBPS first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing.
- (A)2.21.3 "Digital Signal Level 3" or "DS3" means the 44.736 MBPS third-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS3 is defined as the third-level of multiplexing.
- (A)2.22 "Entrance Facility" or "EF" means the dedicated facility between the CMRS provider's POI and the USW Serving Wire Center. This is also referred to as "Network Access Channel" or "NAC".
- (A)2.23 "Exchange Access" means the offering of access to telephone exchange services or facilities for the purpose of the origination or termination of telephone toll services.

- (A)2.24 "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.
- (A)2.25 "Extended Area Service (EAS)/Local Traffic" (Exchange Service) means traffic originated by an end user of one Party and terminated to an end user of the other Party as defined in accordance with USW's then current EAS/Local serving areas, as determined by the state Commission. See also "Local Calling Area."
- (A)2.26 "Hub" denotes a USW designated Wire Center, other than the USW Serving Wire Center of TW Wireless's POI, at which multiplexing is performed.
- (A)2.27 "Integrated Digital Loop Carrier" means a subscriber loop carrier system, which integrates with or within the switch at a DS1 level (twenty-four (24) Local Loop Transmission paths combined into a 1.544 MBPS digital signal).
- (A)2.28 "Interconnect & Resale Resource Guide" is a USW document that includes the Service Interval Guide (SIG). The SIG contains the USW intervals for Wireless services available under this Agreement. It is available on USW's Web Site.
- (A)2.29 "Interconnection" is as described in the Act and refers to the connection between Telecommunications Carrier's networks for the purpose of transmission and routing of Telephone Exchange Service.
- (A)2.30 "Interconnections Database" or "ICONN" is a USW database, available on the USW Web Site, which includes business and residence access line counts, switch types, and switch generics.
- (A)2.31 "Interexchange Carrier" or "IXC" means a carrier that provides interLATA or IntraLATA Toll services.
- (A)2.32 "InterLATA" describes telecommunications functions originating in one LATA and terminating in another.
- (A)2.33 "InterMTA" describes telecommunications functions originating in one MTA and terminating in another.
- (A)2.34 "IntraLATA" describes telecommunications functions originating and terminating in the same LATA.
- (A)2.35 "IntraLATA Toll" (Exchange Access) is defined in accordance with USW's current intraLATA toll serving areas, as determined by the state Commission.
- (A)2.36 "Jointly Provided Switched Access" refers to the provisioning, operation and billing of Switched Access to the IXC when two or more Carriers are involved in

transmitting a call to or from an IXC, which is the toll provider for the call (i.e., the IXC either bills the end user or has a reverse billing arrangement with another party to compensate it for the end user's toll charges). Standard industry guidelines, MECAB and MECOD, shall be followed in relation to this traffic.

- (A)2.37 "Local Exchange Routing Guide" or "LERG" is the publication which contains routing information for NXX codes.
- (A)2.38 "Local Access and Transport Area" or "LATA" denotes a geographical area established for the provision and administration of telecommunications service. It encompasses one or more designated exchanges, which are grouped to serve common social, economic and other purposes.
- (A)2.39 "Local Calling Area" or "LCA" is a geographic area defined either by the MTA or the USW Extended Area Service (EAS) boundaries.
- (A)2.39.1 "MTA/Local" means the geographic area defined by the MTA within which TW Wireless provides CMRS services. Local Interconnection rates apply for traffic originated and terminated within the same MTA. Traffic excluded from MTA/Local includes roaming traffic, as defined in the FCC First Report and Order 96-325 47CFR 51701 (b) (2), and Switched Access traffic.
- (A)2.39.2 "EAS/Local" means the geographic area defined by the EAS boundaries as determined by the Commission and defined in USW's Local and/or General Exchange Service tariff. LEC customers may complete a call without incurring toll charges. Traffic terminated by USW Customers within their EAS boundary is considered to be EAS/Local; USW Customers are billed toll charges for traffic terminated outside of their EAS boundary.
- (A)2.40 "Local Tandem" is a USW switching system that switches calls to and from end offices within the state Commission defined Wireline Local Calling Area for call completion.
- (A)2.41 "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 Act.
- (A)2.42 "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 (2) or more Co-Providers and/or WSPs, or by one (1) Co-Provider or one (1) WSP in two (2) or more states within a single LATA.

- (A)2.43 "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 (2) or more Carriers. It is published by Bellcore as Special Report SR-BDS-000983.
- (A)2.44 "Mid-Span Meet" is a Point of Interconnection between two (2) networks, designated by two (2) Telecommunications Carriers, at which one carrier's responsibility for service begins and the other carrier's responsibility ends.
- (A)2.45 "Mobile Switching Center" or "MSC" is a switch designed to provide Wireless service to a Wireless subscriber.
- (A)2.46 "Multifrequency Address Signaling" or "MF" denotes a signaling method in which a combination of two (2) out of six (6) voiceband frequencies are used to represent a digit or a control signal.
- (A)2.47 "Multiplexing" or "MUX" means the function which converts a 44.736 MBPS DS3 channel to 28 1.544 MBPS DS1 channels or a 1.544 DS1 channel to 24 DS0 channels utilizing time division multiplexing.
- (A)2.48 "Network Access Channel" or "NAC" means the dedicated facility between the CMRS provider's POI and the USW Serving Wire Center. This is also referred to as an Entrance Facility (EF).
- (A)2.49 "Non-Local" is traffic that is interMTA, roaming, and/or Switched Access traffic. Reciprocal Compensation does not apply to Non-Local Traffic. For traffic originated by TW Wireless, this includes InterMTA traffic and IntraMTA traffic delivered to USW via an IXC. For traffic delivered to TW Wireless, Non-Local includes all traffic carried by an IXC, traffic destined for TW Wireless's subscribers that are roaming in a different MTA, and all InterMTA/IntraLATA traffic.
- (A)2.50 "North American Numbering Plan" or "NANP" means the numbering plan used in the United States that also serves Canada, Bermuda, Puerto Rico, Guam, the Commonwealth of the Marianna Islands and certain Caribbean Islands. The NANP format is a 10-digit number that consists of a 3-digit NPA code (commonly referred to as the area code), followed by a 3-digit NXX code and 4-digit line number.
- (A)2.51 "NXX" means the fourth, fifth and sixth digits of a ten-digit telephone number.

- (A)2.52 "Operator Tandem" means a USW switching system that provides a traffic concentration and distribution function for USW operator assisted traffic.
- (A)2.53 "Party" means either USW or TW Wireless and "Parties" means USW and TW Wireless.
- (A)2.54 "Point of Interface", or "Point of Interconnection" "POI" is a physical location where Carrier is interconnected with the Local Exchange Carrier Network. The POI is the connection point(s) between TW Wireless and USW, the technical interfaces(s), test point(s), and point(s) for operational division of responsibility.
- (A)2.55 "Port" means an access point on a central office switch or MSC, but does not include switch features.
- (A)2.56 "Rate Center" means the specific geographic point and its corresponding geographic area, (associated with one (1) or more specific NPA-NXX codes and various Wire Centers), being used for billing and measuring Basic Exchange Telecommunications Service. For example, a Rate Center will normally include several Wire Centers within its geographic area, with each Wire Center having one (1) or more NPA-NXXs.
- (A)2.57 "Rate Center Area" is the geographic area within which the LEC provides local basic exchange services for NPA-NXX designations associated with a particular Rate Center.
- (A)2.58 "Reciprocal Compensation Credit" is defined as a monetary credit for two-way Wireline to Wireless traffic (except for Calling Party Pays) which is originated by a USW Wireline end user within the LATA, transported by USW, and terminates to TW Wireless's Wireless subscriber within the MTA/Local area. When more than two (2) carriers are involved in transporting a call, Reciprocal Compensation Credit does not apply.
- (A)2.59 "Service Control Point" or "SCP" means a signaling end point that acts as a database to provide information to another signaling end point (i.e., Service Switching Point or another SCP) for processing or routing certain types of network calls. A query/response mechanism is typically used in communicating with an SCP.
- (A)2.60 "Service Switching Point" or "SSP" is a telephone switch that performs call processing on traffic that originates, tandems, or terminates at that site. Such call processing includes the generation of SS7 messages to transfer call-related information to other SSP's and sending a query to an SCP for instructions on call routing. SSPs are interconnected by SS7 links.
- (A)2.61 "Serving Wire Center" (SWC) denotes the USW office from which dial tone for local exchange service should, absent special arrangements such as Foreign Exchange (FX) or Foreign Central Office (FCO) service, be provided to TW Wireless.

- (A)2.62 "Signaling System 7 Out of Band Signaling" or "SS7 Signaling" means the Common Channel Signaling (CCS) protocol used to digitally transmit call set-up and network control data over a special signaling network fully separate from the public voice switched network elements that carry the actual call. For purposes of this Agreement, the terms "CCS" and "SS7" shall be interchangeable.
- (A)2.63 "Signaling Transfer Point" or "STP" means a signaling point that performs message routing functions and provides information for the routing of messages between signaling end points. An STP transmits, receives and processes Common Channel Signaling ("CCS") messages.
- (A)2.64 "Switched Access Service" means the offering of transmission and switching services to Interexchange Carriers for the purpose of the origination or termination of telephone toll service. Switched Access Services include: Feature Group A, Feature Group B, Feature Group D, 8XX access, and 900 access and their successors or similar Switched Access services. Switched Access traffic, as specifically defined in USW's state and interstate Switched Access Tariffs, is 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.
- (A)2.65 "Tandem Switched Transport" is the tandem switching and transmission of terminating traffic from the tandem to the terminating Party's End Office Switch that directly serves the called party; may also be called "Call Transport" or "Tandem Transmission."
- (A)2.66 "Tandem Transmission" - see "Tandem Switched Transport."
- (A)2.67 "Tariff" as used throughout this Agreement refers to USW interstate Tariffs and state Tariffs, price lists, price schedules, catalogs and service agreements.
- (A)2.68 "Telecommunications Carrier" or "Carrier" means any provider of Telecommunications Services, except that such term does not include aggregators of Telecommunications Services (as defined in Section 226 of the Act). A Telecommunications Carrier shall be treated as a common carrier under the Act only to the extent that it is engaged in providing Telecommunications Services, except that the Federal Communications Commission shall determine whether the provision of fixed and mobile satellite service shall be treated as common carriage.
- (A)2.69 "Telecommunications Services" means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.
- (A)2.70 "Telephone Exchange Service" means (A) service within a telephone exchange, or within a connected system of telephone exchanges within the same exchange area operated to furnish to subscribers intercommunicating

service of the character ordinarily furnished by a single exchange, and which is covered by the exchange service charge, or (B) comparable service provided through a system of switches, transmission equipment, or other facilities (or combination thereof) by which a subscriber can originate and terminate a telecommunications service.

- (A)2.71 "Termination" involves the terminating Party's End Office Switching and delivery of terminating traffic from that End Office Switch to the called party's location - may also be called "Call Termination."
- (A)2.72 "TGS" is the notification the USW Trunk Forecasting Group sends to the Service Delivery Center to advise of blocking conditions on Carrier trunk groups.
- (A)2.73 "Toll/Access Tandem" means a USW switching system that provides a traffic concentration and distribution function for USW toll traffic. This toll traffic includes all IntraLATA toll and land-to-mobile interLATA toll.
- (A)2.74 "Transit Traffic" is traffic that originates from one Carrier's network, 'transits' another Carrier's network substantially unchanged, and terminates to yet another Carrier's network. For the purpose of this Agreement, transit excludes traffic scenarios where an IXC is the toll provider for the call. Those scenarios are covered under Jointly Provided Switched Access.
- (A)2.75 "Transport" - see "Tandem Switched Transport."
- (A)2.76 "Trunk Group" is a set of trunks of common routing origin and destination and which serve a like purpose or function, e.g., a 2A Local Tandem Connection or a 2B High Usage Group Connection are each separate Trunk Groups.
- (A)2.77 "Trunk Utilization" means the utilization of Type 2 trunk facilities as a percent busy.
- (A)2.78 USW's Web Site is <http://www.uswest.com/com/customers/carrier>.
- (A)2.79 "Wire Center" denotes a building or space within a building, that serves as an aggregation point on a given Carrier's network, where transmission facilities are connected or switched. Wire Center can also denote a building where one or more Central Offices, used for the provision of Basic Exchange Telecommunications Services and Access Services, are located. However, for purposes of Collocation service, Wire Center shall mean those points eligible for such connections as specified in the FCC Docket No. 91-141, and rules adopted pursuant thereto.
- (A)2.80 "Wireless" is telecommunications services provided by a CMRS carrier in accordance with its CMRS license(s).

- (A)2.81 "Wireless Carrier Resource Guide" is a USW document that provides essential information needed for TW Wireless to request services available under this Agreement. It is available on USW's Web Site.
- (A)2.82 "Wireless Service Provider" or "WSP" means a CMRS provider of local service.
- (A)2.83 "Wireline" are telecommunications services provided by USW or other non-CMRS Telecommunications Carriers.

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

(A)3. TERMS AND CONDITIONS

(A)3.1 General Provisions

- (A)3.1.1 Each Party shall use its best efforts to comply with the Implementation Schedule provisions that will be mutually agreed upon by the Parties.
- (A)3.1.2 The Parties are each solely responsible for participation in and compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan.
- (A)3.1.3 Neither Party shall use any service related to or use any of the services provided in this Agreement in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other carriers or to either Party's end users, and each Party may discontinue or refuse service if the other Party violates this provision. Upon such violation, either Party shall provide the other Party notice of such violation at the earliest practicable time.
- (A)3.1.4 Each Party is solely responsible for the services it provides to its end users and to other Telecommunications Carriers.
- (A)3.1.5 The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.
- (A)3.1.6 Nothing in this Agreement shall prevent either Party from seeking to recover the costs and expenses, if any, it may incur in (a) complying with and implementing its obligations under this Agreement, the Act, and the rules, regulations and orders of the FCC and the Commission, and (b) the development, modification, technical installation and maintenance of any systems or other infrastructure which it requires to comply with and to continue complying with its responsibilities and obligations under this Agreement.

(A)3.2 Term of Agreement

This Agreement shall become effective upon Commission approval, pursuant to Sections 251 and 252 of the Act, shall terminate on, December 15, 2002 and shall be binding upon the Parties during that term. After the date specified above, this Agreement shall continue in force and effect until terminated by either Party providing one hundred sixty (160) days written notice of termination to the other Party. The day the notice is served will determine the starting point for a 160 day negotiation period (in accordance with 252(b)1 of the Act). In the event of such termination, existing or pending service arrangements made available under this Agreement shall continue in total without interruption under either a) a new or adoption agreement executed by the Parties, or b) tariff terms and conditions generally available to all Co-Providers.

(A)3.2.1 If the Parties are unable to negotiate a new agreement during the negotiation period described above, the window of opportunity to file for arbitration to resolve outstanding contractual issues in accordance with the Act will occur between days 135 and 160 of the 160 day notice period.

(A)3.2.2 If the Parties are able to reach agreement, this Agreement shall continue for the brief period of time needed to secure the Commission's approval of an adoption or a new interconnection/resale agreement. In the case of Section (A)3.2.1, this Agreement will expire on the termination date specified in the one hundred sixty (160) day notice referenced above unless a petition for arbitration has been filed, but if such a petition has been filed then this Agreement shall continue for the period necessary for the Commission to act and resolve the disputed issues so that the Parties will have an effective interconnection/resale agreement.

(A)3.3 Payment

(A)3.3.1 Amounts payable under this Agreement are due and payable within thirty (30) calendar days after the date of invoice. Billing and collection of usage charges by TW Wireless from its end users shall have no bearing on the amount or timeliness of TW Wireless's payment obligation to USW. USW is solely responsible for making all Reciprocal Compensation Credits due to TW Wireless under this Agreement and the billing and collection of usage charged by USW from its end users shall have no bearing on the amount or timeliness of its credit obligations to TW Wireless.

(A)3.3.2 Should TW Wireless dispute, in good faith, any portion of the USW monthly billing under this Agreement, TW Wireless will notify USW in writing within thirty (30) calendar days of the receipt of such billing, identifying the amount, reason and rationale of such dispute. TW

Wireless shall pay all amounts due. Both TW Wireless and USW agree to expedite the investigation of any disputed amounts in an effort to resolve and settle the dispute prior to initiating any other rights or remedies. Should the dispute be resolved in TW Wireless's favor and the resolved amount did not appear as a credit on TW Wireless's next invoice from USW, USW will reimburse TW Wireless the resolved amount plus interest from the date of payment. The amount of interest will be calculated using the late payment factor that would have applied to such amount had it not been paid on time. Similarly, in the event TW Wireless withholds payment for a disputed charge, and upon resolution of the matter it is determined that such payment(s) should have been made to USW, USW is entitled to collect interest on the withheld amount, subject to the above provisions.

- (A)3.3.3 USW will determine TW Wireless's credit status based on previous payment history with USW or credit reports such as Dun and Bradstreet. If TW Wireless has not established satisfactory credit with USW or if TW Wireless is repeatedly delinquent in making its payments, USW may require a deposit to be held as security for the payment of charges. "Repeatedly delinquent" means being thirty (30) calendar 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 surety bond, a letter of credit with terms and conditions acceptable to USW or some other form of mutually acceptable security such as a cash deposit. Required deposits are due and payable within ten (10) calendar days after demand in accordance with Commission requirements.
- (A)3.3.4 Interest will be paid on cash deposits at the rate applying to deposits under applicable State Access tariff. Cash deposits and accrued interest will be credited to TW Wireless's account or refunded, as appropriate, upon the earlier of the termination of this Agreement or the establishment of satisfactory credit with USW which will generally be one (1) full year of timely payments in full by TW Wireless. The fact that a deposit has been made does not relieve TW Wireless from any requirements of this Agreement.
- (A)3.3.5 USW may review TW Wireless's credit standing and modify the amount of deposit required.
- (A)3.3.6 The late payment charge for amounts that are billed under this Agreement shall be in accordance with State Access tariff.

(A)3.4 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. Until such time as resale tax exemption certificate is provided, no exemptions will be applied.

(A)3.5 Insurance

TW Wireless shall at all times during the term of this Agreement, at its own cost and expense, carry and maintain the insurance coverage listed below with insurers having a "Best's" rating of B+XIII.

- (A)3.5.1 Workers' Compensation with statutory limits as required in the state of operation; and Employers' Liability insurance with limits of not less than \$100,000 each accident.
- (A)3.5.2 Commercial General Liability insurance covering claims for bodily injury, death, personal injury or property damage occurring or arising out of the use or occupancy of the premises, including coverage for independent contractor's protection (required if any work will be subcontracted), premises-operations, products and/or completed operations and contractual liability with respect to the liability assumed by TW Wireless hereunder. The limits of insurance shall not be less than \$1,000,000 each occurrence and \$2,000,000 general aggregate limit.
- (A)3.5.3 Comprehensive automobile liability insurance covering the ownership, operation and maintenance of all owned, non-owned and hired motor vehicles with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage.
- (A)3.5.4 Umbrella/Excess Liability insurance in an amount of \$10,000,000 excess of Commercial General Liability insurance specified above. These limits may be obtained through any combination of primary and excess or umbrella liability insurance so long as the total limit is \$11,000,000.
- (A)3.5.5 "All Risk" Property coverage on a full replacement cost basis insuring all of TW Wireless personal property situated on or within the premises. TW Wireless may elect to purchase business interruption and contingent business interruption insurance. USW has no liability for loss of profit or revenues should an interruption of service occur.
- (A)3.5.6 TW Wireless and USW each waive any and all rights of recovery against the other, or against the officers, employees, agents,

representatives of the other, or other tenants for loss or damage to such waiving Party arising from any cause covered by any property insurance required to be carried by such Party. Each Party shall give notice to insurance carrier(s) that the mutual waiver of subrogation is contained in this Agreement.

- (A)3.5.7 Upon the execution hereof, TW Wireless shall provide certificate(s) of insurance evidencing coverage, and annually thereafter within ten (10) calendar days of renewal of any coverage maintained pursuant to this Section. Such certificates shall: (1) name USW as an additional insured under commercial general liability coverage as respects USW's interests; (2) provide USW thirty (30) calendar days prior written notice of cancellation of, material change or exclusions in the policy(s) to which certificate(s) relate; (3) indicate that coverage is primary and not excess of, or contributory with, any other valid and collectible insurance purchased by USW; and (4) policy(s) provide severability of interest/cross liability coverage.

(A)3.6 Force Majeure

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

(A)3.7 Limitation of Liability

- (A)3.7.1 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.
- (A)3.7.2 Neither Party shall be liable to the other for indirect, incidental, consequential, or special damages, including (without limitation) damages for lost profits, lost revenues, lost savings suffered by the other Party regardless of the form of action, whether in contract, warranty, strict liability, tort, including (without limitation) negligence of

any kind and regardless of whether the Parties know the possibility that such damages could result.

- (A)3.7.3 Except for indemnity obligations, each Party's liability to the other Party for any loss relating to or arising out of any act or omission in its performance of this Agreement, whether in contract or in tort, shall be limited to the total amount that is or would have been charged to the other Party by such breaching Party for the service(s) or function(s) not performed or improperly performed.
- (A)3.7.4 Nothing contained in this Section shall limit either Party's liability to the other for intentional, malicious misconduct.
- (A)3.7.5 Nothing contained in this Section shall limit either Party's obligations of indemnification as specified in the Indemnity Section of this Agreement.
- (A)3.7.6 Neither Party shall be liable to the other under any theory including indemnity on account of such Party's failure or neglect to have or maintain a system or systems that are Year 2000 compliant. As the Parties approach the Year 2000, date information associated with any interfaces between the Parties is expected to remain as it is. Any changes in the interface format associated with date information will be negotiated and agreed to by the Parties prior to any changes.

(A)3.8 Indemnity

- (A)3.8.1 With respect to third party claims, the Parties agree to indemnify each other as follows:
 - (A)3.8.1.1 Except for claims made by end users of one Party against the other Party, which claims are based on defective or faulty services provided by the other Party to the one Party, 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.

(A)3.8.1.2 Where the third party claim is made by (or through) an end user of one Party against the other Party, which claim is based on defective or faulty services provided by the other Party to the one Party then there shall be no obligation of indemnity unless the act or omission giving rise to the defective or faulty services is shown to be intentional, malicious misconduct of the other Party.

(A)3.8.1.3 If the claim is made by (or through) an end user and where a claim is in the nature of a claim for invasion of privacy, libel, slander, or other claim based on the content of a transmission, and it is made against a Party who is not the immediate provider of the Telecommunications Service to the end user (the indemnified provider), then in the absence of fault or neglect on the part of the indemnified provider, the Party who is the immediate seller of such Telecommunications Service shall indemnify, defend and hold harmless the indemnified provider from such claim.

(A)3.8.2 The indemnification provided herein shall be conditioned upon:

(A)3.8.2.1 The indemnified Party shall promptly notify the indemnifying Party of any action taken against the indemnified Party relating to the indemnification. Failure to so notify the indemnifying Party shall not relieve the indemnifying Party of any liability that the indemnifying Party might have, except to the extent that such failure prejudices the indemnifying Party's ability to defend such claim.

(A)3.8.2.2 The indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the indemnified Party may engage separate legal counsel only at its sole cost and expense.

(A)3.8.2.3 In no event shall the indemnifying Party settle or consent to any judgment pertaining to any such action without the prior written consent of the indemnified Party.

(A)3.9 Intellectual Property

(A)3.9.1 Each Party hereby grants to the other Party the limited, personal and nonexclusive right and license to use its patents, copyrights and trade secrets but only to the extent necessary to implement this Agreement or specifically required by the then applicable federal and state rules

and regulations relating to Interconnection and access to telecommunications facilities and services, and for no other purposes. Nothing in this Agreement shall be construed as the grant to the other Party of any rights or licenses to trademarks.

- (A)3.9.2 The rights and licenses above are granted "AS IS" and the other Party's exercise of any such right and license shall be at the sole and exclusive risk of the other Party. Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other based on or arising from any claim, demand, or proceeding (hereinafter "claim") by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision of any facilities by either Party under this Agreement constitutes infringement, or misuse or misappropriation of any patent, copyright, trade secret, or any other proprietary or intellectual property right of any third party.
- (A)3.9.3 As a condition to the access or use of patents, copyrights, trade secrets and other intellectual property (including software) owned or controlled by a third party 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, the Party providing access may require the other upon written notice, from time to time, to obtain a license or permission for such access or use, make all payments in connection with obtaining such license, and provide evidence of such license.
- (A)3.9.4 Except as expressly provided in this Intellectual Property Section, nothing in this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, logo, trademark, tradename, trade secret or any other intellectual property right now or hereafter owned, controlled or licensable by either Party. Neither Party may use any patent, copyright, logo, trademark, tradename, trade secret or other intellectual property right of the other Party or its affiliates without execution of a separate agreement between the Parties.
- (A)3.9.5 Neither Party shall without the express written permission of the other Party, state or imply that: 1) it is connected, or in any way affiliated with the other or its affiliates, 2) it is part of a joint business association or any similar arrangement with the other or its affiliates, 3) the other Party and its affiliates are in any way sponsoring, endorsing or certifying it and its goods and services, or 4) with respect to its advertising or promotional activities or materials, that the resold goods and services are in any way associated with or originated from the other or any of its affiliates. Nothing in this

paragraph shall prevent either Party from truthfully describing the network elements it uses to provide service to its end users, provided it does not represent the network elements as originating from the other Party or its affiliates.

- (A)3.9.6 TW Wireless 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 USW respectively (the "Owners"). TW Wireless recognizes that nothing contained in this Agreement is intended as an assignment or grant to TW Wireless 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. TW Wireless 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. TW Wireless 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.

(A)3.10 Warranties

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

(A)3.11 Assignment

- (A)3.11.1 Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may assign or transfer this Agreement to a corporate affiliate or an entity under its common control; however, if TW Wireless's assignee or transferee has an interconnection agreement with USW, no assignment or transfer of this Agreement shall be effective without the prior written consent of USW. Such consent shall include appropriate resolutions of conflicts and discrepancies between the assignee's or transferee's interconnection agreement and this Agreement. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be

binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

- (A)3.11.2 Without limiting the generality of the foregoing subsection, any merger, dissolution, consolidation or other reorganization of TW Wireless, or any sale, transfer, pledge or other disposition by TW Wireless of securities representing more than 50% of the securities entitled to vote in an election of TW Wireless's board of directors or other similar governing body, or any sale, transfer, pledge or other disposition by TW Wireless of substantially all of its assets, shall be deemed a transfer of control. If any entity, other than TW Wireless, involved in such merger, dissolution, consolidation, reorganization, sale, transfer, pledge or other disposition of TW Wireless has an interconnection agreement with USW, the Parties agree that only one agreement, either this Agreement or the interconnection agreement of the other entity, will remain valid. All other interconnection agreements will be terminated. The Parties agree to work together to determine which interconnection agreement should remain valid and which should terminate. In the event the Parties cannot reach agreement on this issue, the issue shall be resolved through the Dispute Resolution process contained in this Agreement.

(A)3.12 Default

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

(A)3.13 Disclaimer of Agency

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

(A)3.14 Intentionally left blank for numbering consistency.

(A)3.15 Nondisclosure

- (A)3.15.1 All information, including but not limited to specifications, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data, (i) furnished by one Party to the other Party dealing with end user specific, facility specific, or usage specific information, other than end user information communicated for the purpose of providing directory assistance or publication of directory database, or (ii) in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary", or (iii) communicated and declared to the receiving Party at the time of delivery, or by written notice given to the receiving Party within ten (10) calendar days after delivery, to be "Confidential" or "Proprietary" (collectively referred to as "Proprietary Information"), shall remain the property of the disclosing Party. A Party who receives Proprietary Information via an oral communication may request written confirmation that the material is Proprietary Information. A Party who delivers Proprietary Information via an oral communication may request written confirmation that the Party receiving the information understands that the material is Proprietary Information.
- (A)3.15.2 Upon request by the disclosing Party, the receiving Party shall return all tangible copies of Proprietary Information, whether written, graphic or otherwise, except that the receiving Party may retain one (1) copy for archival purposes.
- (A)3.15.3 Each Party shall keep all of the other Party's Proprietary Information confidential and shall use the other Party's Proprietary Information only in connection with this Agreement. Neither Party shall use the other Party's Proprietary Information for any other purpose except upon such terms and conditions as may be agreed upon between the Parties in writing.
- (A)3.15.4 Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Proprietary Information as:
- (A)3.15.4.1 was at the time of receipt already known to the receiving Party free of any obligation to keep it confidential evidenced by written records prepared prior to delivery by the disclosing Party; or
 - (A)3.15.4.2 is or becomes publicly known through no wrongful act of the receiving Party; or
 - (A)3.15.4.3 is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation to

the disclosing Party with respect to such information;
or

- (A)3.15.4.4 is independently developed by an employee, agent, or contractor of the receiving Party which individual is not involved in any manner with the provision of services pursuant to the Agreement and does not have any direct or indirect access to the Proprietary Information;
or
- (A)3.15.4.5 is disclosed to a third person by the disclosing Party without similar restrictions on such third person's rights; or
- (A)3.15.4.6 is approved for release by written authorization of the disclosing Party; or
- (A)3.15.4.7 is required to be made public by the receiving Party pursuant to applicable law or regulation provided that the receiving Party shall give sufficient notice of the requirement to the disclosing Party to enable the disclosing Party to seek protective orders.

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

(A)3.15.6 Effective Date Of This Section. Notwithstanding any other provision of this Agreement, the Proprietary Information provisions of this Agreement shall apply to all information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the date of this Agreement.

(A)3.16 Survival

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

(A)3.17 Dispute Resolution

(A)3.17.1 If any claim, controversy or dispute between the Parties, their agents, employees, officers, directors or affiliated agents should arise, and the Parties do not resolve it in the ordinary course of their dealings

(the "Dispute"), then it shall be resolved in accordance with the dispute resolution process set forth in this Section. Each notice of default, unless cured within the applicable cure period, shall be resolved in accordance herewith.

- (A)3.17.2 At the written request of either Party, and prior to any other formal dispute resolution proceedings, each Party shall designate an officer-level employee, at no less than the vice president level, to review, meet, and negotiate, in good faith, to resolve the Dispute. The Parties intend that these negotiations be conducted by non-lawyer, business representatives, and the locations, format, frequency, duration, and conclusions of these discussions shall be at the discretion of the representatives. By mutual agreement, the representatives may use other procedures, such as mediation, to assist in these negotiations. The discussions and correspondence among the representatives for the purposes of these negotiations shall be treated as Confidential Information developed for purposes of settlement, and shall be exempt from discovery and production, and shall not be admissible in any subsequent arbitration or other proceedings without the concurrence of both of the Parties.
- (A)3.17.3 If the vice-presidential level representatives have not reached a resolution of the Dispute within thirty (30) calendar days after the matter is referred to them, then either Party may demand that the Dispute be settled by arbitration. Such an arbitration proceeding shall be conducted by a single arbitrator, knowledgeable about the telecommunications industry. The arbitration proceedings shall be conducted under the then current rules of the American Arbitration Association ("AAA"). The Federal Arbitration Act, 9 U.S.C. Sections 1-16, not state law, shall govern the arbitrability of the Dispute. The arbitrator shall not have authority to award punitive damages. All expedited procedures prescribed by the AAA rules shall apply. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Each Party shall bear its own costs and attorneys' fees, and shall share equally in the fees and expenses of the arbitrator. The arbitration proceedings shall occur in the Denver, Colorado metropolitan area. It is acknowledged that the Parties, by mutual, written agreement, may change any of these arbitration practices for a particular, some, or all Dispute(s).
- (A)3.17.4 Should it become necessary to resort to court proceedings to enforce a Party's compliance with the dispute resolution process set forth herein, and the court directs or otherwise requires compliance herewith, then all of the costs and expenses, including its reasonable attorney fees, incurred by the Party requesting such enforcement shall be reimbursed by the non-complying Party to the requesting Party.

(A)3.17.5 Nothing in this Section is intended to divest or limit the jurisdiction and authority of the Commission or the Federal Communications Commission as provided by state or federal law.

(A)3.17.6 No Dispute, regardless of the form of action, arising out of this Agreement, may be brought by either Party more than two (2) years after the cause of action accrues.

(A)3.18 Controlling Law

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

(A)3.19 Joint Work Product

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

(A)3.20 Responsibility for Environmental Contamination

Neither Party shall be liable to the other for any costs whatsoever resulting from the presence or release of any environmental hazard that either Party did not introduce to the affected work location. Both Parties shall defend and hold harmless the other, its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from (i) any environmental hazard that the indemnifying Party, its contractors or agents introduce to the work locations or (ii) the presence or release of any environmental hazard for which the indemnifying Party is responsible under applicable law.

(A)3.21 Notices

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

USWC

U S WEST Communications, Inc.
Director Interconnection Compliance
1801 California, Room 2410
Denver, CO 80202

With copy to:

U S WEST Law Department
General Counsel, Interconnection
1801 California Street, 51st Floor
Denver, CO 80202

TW Wireless, LLC

Attention: Mr. Rick Hagan, President
1860 Lincoln Street, 14th Floor
Denver, CO 80295
Fax: 720-947-1795

With a copy which shall not constitute notice to:
Ms. Liza Dennehy
Executive Vice President, TW Wireless, LLC
130 North Main Street
Butte, MT 59701
Fax: 406-496-5330

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

(A)3.22 Responsibility of Each Party

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

(A)3.23 No Third Party Beneficiaries

This Agreement does not provide and shall not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other privilege.

(A)3.24 Referenced Documents

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

(A)3.25 Publicity

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

(A)3.26 Amendment

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

(A)3.27 Executed in Counterparts

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

(A)3.28 Headings of No Force or Effect

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

(A)3.29 Regulatory Approval

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

(A)3.30 Compliance

Each Party shall comply with all applicable federal, state, and local laws, rules and regulations applicable to its performance under this Agreement. Without limiting the foregoing, USW and TW Wireless agree to take all action necessary

to keep and maintain in full force and effect all permits, licenses, certificates, and other authorities needed to perform their respective obligations hereunder.

(A)3.31 Compliance with the Communications Assistance 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.

(A)3.32 Cooperation

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

PART B - RECIPROCAL TRAFFIC EXCHANGE

(B)1. INTERCONNECTION FACILITY OPTIONS

(B)1.1 This Section describes the Interconnection of USW's network and TW Wireless's own network for the purpose of exchanging MTA/Local traffic. USW will provide Interconnection at the trunk side of an end office switch and on the trunk connection points of a local or access tandem switch. "Interconnection" is as described in the Act and refers to the connection between networks for the purpose of transmission and routing of telephone exchange service traffic and Exchange Access traffic. Interconnection is provided for the purpose of connecting end office switches to end office switches or end office switches to local tandem switches for the exchange of MTA/Local traffic; or end office switches to access tandem switches for the exchange of intraLATA toll or Jointly Provided Switched Access traffic. Local tandem to local tandem switch connections will be provided where technically feasible. Local tandem to access tandem and access tandem to access tandem switch connections are not provided.

(B)1.2 Methods of Interconnection

The Parties will negotiate the facilities arrangement between their networks. TW Wireless shall establish Type 2A Local trunk groups to the USW Local Tandems that serve each of the EAS/Local Calling Areas where TW Wireless provides service. The following alternatives are negotiable: (1) a DS1 or DS3 entrance facility; (2) Collocation; (3) Negotiated Mid-Span Meet POI; or (4) Hub Location. TW Wireless shall establish a physical point of interconnection (POI) in each USW EAS/Local Calling Area in which TW Wireless has NXXs assigned.

(B)1.2.1 Entrance Facility

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

(B)1.2.2 Collocation

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

(B)1.2.3 Mid-Span Meet POI

A Mid-Span Meet POI is a negotiated Point of Interface, between the USW Wire Center and TW Wireless's switch location. The

Mid-Span Meet POI may not extend beyond the area served by the USW Wire Center. The actual physical Point of Interface and facilities used will be subject to negotiations between the Parties. Each Party will be responsible for its portion of the build to the Mid-Span Meet POI. The Mid-Span Meet POI cannot be used to pick up/connect to Unbundled Network Elements (UNEs).

(B)1.2.4 Hub Location

(B)1.2.4.1 When TW Wireless locates its switch outside the EAS/Local calling area, the Hub Location Point of Interface is available to establish TW Wireless's Point of Interface within the local calling area under the following provisions.

(B)1.2.4.2 The hub location Point of Interconnection, limited to use with Type 2A local tandem or Type 2B end office Interconnection, may be established at a USW central office at which multiplexing is performed.

(B)1.2.4.3 The physical arrangement of a POI at a hub location consists of:

(B)1.2.4.3.1 a DS1 or DS3 Private Line Transport Service (PLTS) facility from TW Wireless's POI (in another EAS/Local Calling Area) to the USW Hub location, leased from USW, and;

(B)1.2.4.3.2 a Private Line Transport Service multiplexer at the Hub location, leased from USW. Where a multiplexer is not required, a digital cross connect bay at the hub location can be designated as the point of interconnection.

(B)1.2.4.4 Hub location POI traffic from TW Wireless will be transported in the EAS/Local Calling Area where the hub location is located only. USW will not be required to pass EAS/Local traffic of the hub location calling area to TW Wireless at any other location other than the leased DS3 multiplexer, or digital cross connect bay as applicable.

(B)1.2.4.5 Rates, terms and conditions for provisioning and billing for Private Line Transport Services are found in the state and interstate Private Line Tariffs.

- (B)1.2.4.6. The hub location POI can not be used to pick up/connect to UNEs.

(B)2. RECIPROCAL TRAFFIC EXCHANGE

(B)2.1 Description

(B)2.1.1 Reciprocal traffic exchange addresses the exchange of traffic between TW Wireless's network and USW's network. Reciprocal traffic exchange covered by this Agreement is for Wireless Interconnection for CMRS carriers only in association with CMRS two-way services. Other interconnections are covered by separate contract or Tariff. Wireless two-way Interconnection is intended for Wireless to Wireline or Wireline to Wireless, but not Wireline to Wireline communications. The Wireless Interconnection provided will not be used to terminate other types of traffic on USW's network, such as Wireline originated traffic.

(B)2.1.2 Depending upon TW Wireless's needs and the technical capability and location of USW switches, various Wireless Interconnections and service arrangements are possible. Each Wireless Interconnection service arrangement requires connection to the USW Local and Toll/Access Tandems in each LATA which serve the EAS/Local area of TW Wireless's NPA/NXX, via Type 2A Local and Type 2A Toll Interconnections. Depending on traffic volumes, direct End Office connections using Type 2B High Use Interconnections may be required as well.

(B)2.1.3 Wireless Type 2 Interconnections

(B)2.1.3.1 Type 2A Interconnections

(B)2.1.3.1.1 Type 2A Local

The Type 2A Local Interconnection connects TW Wireless's POI to a USW local tandem and exchanges traffic between TW Wireless 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.

(B)2.1.3.1.2 Type 2A Toll

The Type 2A Toll Interconnection connects TW Wireless's POI to a USW Toll/Access Tandem. A Toll/Access Tandem exchanges traffic between TW Wireless and End Offices other than those subtending the associated Local Tandem, and delivers

terminating Switched Access traffic from IXC's through USW to TW Wireless.

(B)2.1.3.1.3 **Type 2A Equal Access Interconnection.**
This direct final route trunk group is used for the delivery of Interexchange Carrier Switched Access Traffic. It is an Interconnection with inband signaling using Feature Group D signaling protocol between TW Wireless's POI and the access tandem serving the area in which the POI is located. The service enables TW Wireless's end users to use their presubscribed Interexchange Carrier of choice. Equal Access trunks are available as one way out (mobile to land) and are not available as one way in (land to mobile), two way or for paging trunks.

(B)2.1.3.2 **Wireless Type 2B High Use Interconnections**
The Type 2B High Use Interconnection is a direct, two-way trunk group Interconnection between TW Wireless's POI and a USW end office, within the same LATA, with overflow traffic routed over an associated Type 2A trunk group to the USW 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. TW Wireless's and USW's local traffic can be exchanged over this Interconnection. It can also provide routing of TW Wireless-originated traffic to Feature Group A or Type 1 numbers residing within the USW end office switch. TW Wireless will not route ancillary traffic or traffic terminating to Interexchange Carriers via Feature Group B, C, or D through the Type 2B High Use Interconnection.

(B)2.1.3.3 **Type 2D Interconnection**
Type 2D Interconnection is a digital final route trunk group between a (WSP) Point of Interconnection and the Operator Services Tandem for the delivery of calls (i.e. Directory Assistance, National Directory Assistance, Operator Services). Type 2D Interconnection is a direct route to the Operator Services Tandem only. Type 2D trunks are available as one way out, mobile to land (to the USW operator tandem); they are not available as one way in or for paging. USW offers only interim operator services signaling on Type 2D Interconnection.

(B)2.1.4 **The traffic types to be exchanged under this Agreement include:**

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

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

- (B)2.1.5 Ancillary traffic includes all traffic destined for ancillary services or that may have special billing requirements including, but not limited to the following:

- (B)2.1.5.1 Directory Assistance
- (B)2.1.5.2 911/E911
- (B)2.1.5.3 Operator busy line interrupt and verify
- (B)2.1.5.4 Toll Free Services.

Ancillary services are addressed in Part E of this Agreement.

- (B)2.1.6 Toll Blocking Service

- (B)2.1.6.1 Selective Class of Call Screening.
Selective Class of Call Screening restricts, by operator identification, outgoing toll calls to collect, third party billed, and credit card calls only. When available, and to the extent it is operational, it is available to TW Wireless on NXXs when traffic is originated from ancillary trunks.
- (B)2.1.6.2 Billed Number Screening.
Billed Number Screening prevents the billing of incoming calls on a received collect or third number basis. It is available to TW Wireless on NXXs when traffic is sent via a Type 2A Local or Toll or a Type 2D trunk group to the USW operator tandem.

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

(B)2.2 Terms and Conditions

(B)2.2.1 Transport and Termination of Local Traffic.

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

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

(B)2.2.1.2.1 Two-way trunk groups will be established wherever possible; however, either Party may elect to provision its own one-way trunks for delivery of local traffic to be terminated on the other Party's network.

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

(B)2.2.1.3 Based on forecasted or actual traffic at TW Wireless's busy hour in centum call seconds (ccs), where there is a DS1's worth of traffic (512 ccs) between TW Wireless's POI and a USW end office, TW Wireless will order a Type 2B dedicated (i.e., direct), two-way Primary High Use trunk group from TW Wireless POI directly to the USW end office, which will overflow to an associated Type 2A local trunk group. To the extent that TW Wireless has established a collocation arrangement at a USW end office location, and has available capacity, the Parties agree that TW Wireless shall provide two-way Type 2B direct trunk facilities, when required, from that end office to TW Wireless's POI. In all other cases, the direct facility may be provisioned by USW or TW Wireless or a third party. If both TW Wireless and USW desire to provision the facility and cannot otherwise agree, the Parties may

agree to resolve the dispute through the submission of competitive bids.

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.

- (B)2.2.2 Non-Local Traffic
Non-Local traffic will be exchanged over Type 2 facilities. However, mobile to land usage will be rated using interstate tariffed Switched Access rates.
- (B)2.2.3 Transit Traffic
- (B)2.2.3.1 USW will accept traffic originated by TW Wireless for termination to a TW Wireless, existing LEC, or another Wireless carrier that is connected to USW's local and/or Toll/Access Tandems. USW will also terminate traffic from these other Telecommunications Carriers to TW Wireless.
- (B)2.2.3.2 To the extent technically feasible, the Parties involved in transporting transit traffic will deliver calls to each involved network with CCS/SS7 Protocol and the appropriate ISUP/TCAP messages to facilitate full interoperability and billing functions.
- (B)2.2.3.3 The originating company is responsible for payment of appropriate usage charges to the transit company and to the terminating company.
- In the case of intraLATA toll traffic, where USW is the designated intraLATA Toll provider for existing LECs, USW will be responsible for payment of appropriate usage rates.
- When USW receives a call from TW Wireless to a number that has been ported to another local service provider, USW will consider such calls as transit traffic. This includes all TW Wireless originated calls regardless of who performed the query.
- (B)2.2.4 Jointly Provided Switched Access:
When Parties choose to participate in Jointly Provided Switched Access they will agree to use industry standards developed to handle the joint provisioning and billing of Switched Access to Interexchange Carriers (MECAB, MECOD, and the Parties' FCC and State Access Tariffs). Each Party will bill the IXC the appropriate portion of its Switched Access rates. USW will also

provide the one-time notification to TW Wireless of the billing name, billing address and carrier identification codes of the IXCs subtending any access tandems to which TW Wireless directly connects. This type of traffic is discussed separately in this Section.

(B)2.2.5 Interface Code Availability.

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

(B)2.2.6 Signaling Options.

(B)2.2.6.1 SS7 Out of Band Signaling.

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

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

(B)2.2.6.2 Multifrequency Signaling.

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

(B)2.2.6.3 Clear Channel Capability.

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

(B)2.2.7 Measurement of terminating local Interconnection minutes begins when TW Wireless's MSC receives answer supervision from the called end user's end office. The measurement of terminating call usage over Type 2 trunks ends when TW Wireless's MSC receives disconnect supervision from either the called end user's end office, indicating the call has disconnected, or TW Wireless's Point of Interconnection, whichever is recognized first by the entry switch.

This is commonly referred to as "conversation time". USW will only charge TW Wireless for actual minutes of use and/or fractions thereof of completed calls. Minutes of use are aggregated at the end of the billing cycle and rounded to the nearest whole minute.

Where feasible, USW will provide as a part of TW Wireless bill, recording and rating of mobile to land traffic exchanged over the Wireless Interconnection. If data necessary for billing is lost, USW will estimate usage based on the previous three (3) months' usage.

(B)2.2.8 Type 2 Forecasting -

- (B)2.2.8.1 Parties will work in good faith to define a mutually agreed upon forecast of Type 2 trunking.
- (B)2.2.8.2 Both Parties shall have the obligation to participate in joint planning meetings at quarterly intervals to establish trunk design and provisioning requirements. The Parties agree to provide mutual trunk forecast information to ensure end user call completion between the Parties' networks. Such forecasts will be for Type 2 trunking which impacts the switch capacity and facilities of each Party.
- (B)2.2.8.3 Switch growth jobs are custom jobs with a minimum six (6) month timeframe from the vendors. To align with the timeframe needed to provide for the capacity including engineering, ordering, installation and make ready activities required by the forecast, the Parties agree to utilize USW standard forecast timelines as defined in the USW Type 2 Trunk Forecast Form.
- (B)2.2.8.4 Each party will utilize the forecast cycle outlined on the USW TYPE 2 Trunk Forecast Forms which stipulates that forecasts be submitted on a quarterly basis. The forecast will identify trunking requirements for a three (3) year period. From the quarterly close date as outlined in the forecast cycle, the receiving Party will have one (1) month to determine network needs and place vendor orders which require a six (6) month minimum to complete network build. Seven (7) months after submission of the forecast, the forecasting party may begin to order against the facilities forecast for that quarter, given no vendor or other unavoidable delays.
- (B)2.2.8.5 Both Parties will follow the forecasting and provisioning requirements of this Agreement for the

appropriate sizing of trunks, use of direct vs. local tandem routing. See (B) 2.2.1.3.

(B) 2.2.8.6 In the event of a dispute regarding forecast quantities, the Parties will not refuse the forecast in its entirety. The Parties shall attempt in good faith to resolve the matter informally. If the Parties fail to reach resolution, the Dispute Resolution provision of this Agreement shall apply. Until the dispute resolution process is completed, the lower forecast will be used.

(B)2.2.8.7 Joint planning meetings/calls will be used to bring clarity to the process. Each Party will provide adequate information associated with the USW Type 2 Trunk Forecast Forms in addition to its forecasts. During the joint planning meetings, both Parties shall provide information on major network projects anticipated for the following year that may impact the other Party's forecast or Interconnection requirements. No later than two (2) weeks prior to the joint planning meetings, the Parties shall exchange information to facilitate the planning process.

(B)2.2.8.8 In addition to the above information, TW Wireless shall provide:

Completed USW Type 2 Trunk Forecast Forms.

Any planned use of an alternate local tandem provider.

(B)2.2.8.9 In addition to the above information, USW shall provide the following information about USW through the Local Exchange Routing Guide or the Interconnections (ICONN) Database. ICONN is available through the USW Web site: <http://www.uswest.com/cgi-bin/iconn/iconn.pl>.

USW Tandems and USW end offices (LERG)

CLLI codes (LERG)

Business/Residence line counts (ICONN)

Switch type (LERG or ICONN)

Current and planned switch generics (ICONN)

- (B)2.2.8.10 Trunk Blocking reports for existing trunk groups; (e.g., direct end office and local tandem connected TYPE 2 trunks), and a summary report for common trunk groups behind the local tandem that are blocking within specific thresholds or bands will be provided pursuant to the Service Performance Section of this Agreement.
- (B)2.2.8.11 USW Network Disclosure of deployment information for specific technical capabilities (e.g. ISDN deployment, 64 CCC, etc.) shall be provided on USW's Web Site.
- (B)2.2.8.12 When appropriate, the USW Trunk Group Servicing Request (TGSR) process will be utilized to notify of the need to take action and place orders against the forecasted trunk requirements.
- (B)2.2.8.13 The Parties agree that the following terms apply to the forecasting process:
 - (B)2.2.8.13.1 TW Wireless forecasts shall be provided as detailed in the standard USW TYPE 2 Trunk Forecast Form.
 - (B)2.2.8.13.2 Forecasts shall be deemed Confidential Information.
- (B)2.2.8.14 If a trunk group is consistently under sixty (60) percent of centum call seconds (ccs) capacity each month of any three (3) month period, TW Wireless will be provided written notification of the requirement to resize the trunk groups. Such notification shall include information on current utilization levels. Thirty (30) days after the written notification, USW may reclaim the facilities and charge TW Wireless a charge equal to the rearrangement charge outlined in this Section of this Agreement. When trunk groups are utilized at less than sixty (60) percent of ccs for any three (3) month period, USW has the right to refuse ASRs and/or cancel pending requests to augment those under utilized trunk groups until such time as the utilization on that group reaches the required sixty (60) percent level. When reclamation does occur, the trunk group shall not be left with less than twenty five (25) percent excess capacity
- (B)2.2.8.15 Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

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

(B)2.2.9 Trunking Requirements

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

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

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

(B)2.2.9.3.1 Type 2A Local - for the exchange of traffic that is originated by, or terminating to, a Wireline end user within the EAS/Local Calling Area.

(B)2.2.9.3.2 Type 2A Toll - for the exchange of traffic that is originated by, or terminating to, a wireline end user within the LA^{CA}, other than within the EAS/Local Calling Area. Type 2A Toll trunks also carry Switched Access traffic terminating from IXCs, through USW, to TW Wireless. Calls originating from TW Wireless

to Directory Assistance may be routed over Type 2A Toll.

- (B)2.2.9.3.3 Type 2 Equal Access - One-way mobile to land trunk group for Switched Access traffic originated by TW Wireless, through USW, terminating to the IXC.
- (B)2.2.9.3.4 Type 2B - for the exchange of traffic to or from wireline end users served by a specific USW end office. Type 2B trunks are required when actual busy hour traffic exceeds 512 CCS. During peak busy hours, an associated Type 2A interconnection to the local tandem accepts overflow traffic from the 2B group.
- (B)2.2.9.3.5 Type 2D - One-way mobile to land trunk group for traffic originated by TW Wireless to a USW Operator Tandem.
- (B)2.2.9.3.6 Ancillary - One-way mobile to land trunk group for miscellaneous traffic including: Directory Assistance, Operator Services (collect, credit card and Third Party Billed), toll free services, 911, interLATA toll services.
- (B)2.2.9.4 Two-way trunks are offered only where technically feasible and where the USW switch can support the rating and billing of mobile to land traffic.
- (B)2.2.9.5 Trunk group connections will be made at a DS1 or multiple DS1 level. Ancillary service trunk groups may be made at either a DS1 or DS0 level.
- (B)2.2.9.6 The Parties will provide Common Channel Signaling (CCS) to one another in conjunction with all EAS/Local trunk circuits, except as provided below.

The Parties agree that an all SS7 network is beneficial to end users and Carriers and therefore, will provision trunking using SS7/CCS capabilities. Redundant MF signaling networks will not be provided. Exceptions to this arrangement would be limited to operator services

trunking, 911 trunking and any others currently available in the USW network only on MF signaling. When the SS7/CCS option becomes available in the USW network for said trunking, the Parties will provision new trunks using SS7. In addition, the Parties will jointly work to convert existing trunking to SS7, as appropriate.

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

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

(B)2.2.9.7 TW Wireless shall terminate traffic to wireline EAS/Local end users exclusively on Local Tandems or End Office switches. This traffic shall not be terminated on USW's Toll/Access Tandems. In the complete absence of a Local Tandem, Type 2B trunk groups will be established directly between TW Wireless and USW End Office switches.

(B)2.2.9.8 The Parties agree to exchange local traffic in the same EAS/Local area as such traffic originated.

(B)2.2.9.9 Alternate Traffic Routing on Type 2B High Use
When TW Wireless has a Type 2B High Use arrangement in addition to its Type 2A Local trunk group which provides two paths to a USW End Office, the Parties will utilize alternate traffic routing. Traffic will be offered first to the Type 2B trunk group (also referred to as the "primary high" route) and then overflow to the Type 2A Local (also referred to as the "alternate final" route).

(B)2.2.10 Testing

(B)2.2.10.1 Acceptance Testing

At the time of installation of a Type 2 trunk group, and at no additional charge, the Parties will cooperatively test the same parameters tested for terminating

Feature Group D Switched Access Service. See USW's applicable Switched Access Tariff for the specifications.

(B)2.2.10.2 Testing Capabilities

(B)2.2.10.2.1 Terminating Type 2 testing is provided where equipment is available, with the following test lines: seven-digit access to balance (100 type), milliwatt (102 type), nonsynchronous or synchronous, automatic transmission measuring (105 type), data transmission (107 type), loop-around, short circuit, open circuit, and non-inverting digital loopback (108 type).

(B)2.2.10.2.2 In addition to Type 2 acceptance testing, 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. Testing fees will be paid by TW Wireless when requesting the testing.

(B)2.2.11 Mileage Measurement

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

(B)2.3 Rate Elements

(B)2.3.1 Point of Interconnection

(B)2.3.1.1 Entrance Facilities

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

If TW Wireless chooses to use an existing facility purchased as USW Private Line Transport Service from the state or FCC Access Tariffs, the rates from those Tariffs will apply.

(B)2.3.2 Direct Trunked Transport

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

(B)2.3.2.1.1 Direct Trunked Transport (DTT) is available between the Serving Wire Center of the POI and USW's tandem or

end office switches. The applicable rates are described in Part G. DTT facilities are provided as dedicated DS3 or DS1 facilities.

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

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

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

(B)2.3.4 Facilities Credit
When TW Wireless leases two-way facilities from USW for Entrance Facility (EF), Direct Trunked Transport (DTT) and Multiplexing, USW's charges shall be adjusted to account for the portion of the facility used to transport traffic originated by USW's end users to TW Wireless, as follows:

(B)2.3.4.1 A credit will be calculated by multiplying (1) the sum of the total monthly two-way channel facility for the EF and DTT, multiplexer and distance sensitive facilities state-specific charges by (2) a factor of 0.185 (eighteen and one-half percent). This credit will be applied each month for the term of this Agreement.

(B)2.3.4.2 The Parties agree that the Facilities 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.

(B)2.3.4.3 Installation nonrecurring charges may be assessed by USW for each Type 2 trunk ordered by TW Wireless, at the rates specified in Part G.

EXAMPLE OF FACILITIES CREDIT CALCULATION

Equipment Cost (Entrance facility, multiplexing, etc.)	\$ 10,000.00
Dedicated transport cost (fixed and per mile)	\$ <u>1,250.00</u>

Total facility cost (\$10,000.00 + \$1,250.00) \$ 11,250.00

Multiply total facility cost by .185
Facilities Credit (\$11,250.00 x .185) \$ 2,081.25

(B)2.3.5 MTA/Local Traffic

(B)2.3.5.1 End Office Call Termination

(B)2.3.5.1.1 The Parties agree that per minute of use call termination rates as described in Part G of this Agreement will apply reciprocally for the termination of MTA/Local traffic.

(B)2.3.5.1.2 For purposes of call termination, TW Wireless switch(es) shall be treated as End Office Switch(es).

(B)2.3.5.1.3 Neither Party shall be responsible to the other for call termination charges associated with third party traffic that transits such Party's network.

(B)2.3.5.1.4 As set forth above, the Parties agree that reciprocal compensation only applies to Local Traffic and further agree that the FCC has determined that traffic originated by either Party (the "Originating Party") and delivered to the other Party, which in turn delivers the traffic to an enhanced service provider (the "Delivering Party") is primarily interstate in nature. Consequently, the Delivering Party must identify which, if any, of this traffic is Local Traffic. The Originating Party will only pay reciprocal compensation for the traffic the Delivering Party has substantiated to be Local Traffic. In the absence of such substantiation, such traffic shall be presumed to be interstate.

(B)2.3.5.2 Tandem Switched Transport

(B)2.3.5.2.1 For traffic delivered to a USW Local or Toll/Access Tandem switch from TW Wireless, the tandem switching rate and the tandem transmission rate in Part G shall apply per minute in addition to the end office call termination rate described above.

(B)2.3.5.2.2 Mileage shall be measured for the tandem transmission rate elements based on V&H coordinates between the USW tandem and the USW terminating end office. If actual mileage cannot be measured, an assumed four (4) miles will be used.

(B)2.3.5.2.3 When TW Wireless terminates traffic to a USW remote office, the mileage calculated for purposes of assessing Tandem Switched Transport charges will include the mileage between the USW host office and the USW remote office.

(B)2.3.5.2.4 When USW receives a call from TW Wireless to a number that has been ported to another USW central office within the EAS/Local calling area, mileage transport charges will apply which reflect the distance to the end office to which the call has been ported.

(B)2.3.6 Non-Local Traffic.

Applicable USW Switched Access Tariff rates apply to Non-Local traffic routed to a Toll/Access Tandem, Local Tandem, or directly to an end office. Applicable USW Switched Access Tariff rates also apply to interMTA roaming traffic originated by, or terminating to, USW. Relevant rate elements could include Direct Trunked Transport, Tandem Switching, Tandem Transmission, and Local Switching, as appropriate.

(B)2.3.6.1 For billing purposes, if either Party is unable to classify on an automated basis traffic delivered by TW Wireless as MTA/local or non-MTA/local, and, for non-MTA/local traffic, intrastate or interstate, TW Wireless will provide USW with a Percent MTA/Local Use (PMLU) factor, which represents the estimated portion of total traffic delivered by TW Wireless to USW that originates and terminates within the same MTA, and a Percent InterMTA Use (PIMU) factor, which represents the estimated portion of InterMTA traffic and roaming traffic delivered by TW Wireless. The PMLU factor will be applied to the measured mobile to land TW Wireless minutes of use terminated on USW's network to determine the local minutes of use for which Call Termination and Call Transport rates apply. The PIMU factor is applied to the remaining local minutes of use

to determine the portion of non-MTA/local minutes to be billed at interstate access rates. The PMLU and PIMU factors will be updated on a quarterly basis and take effect on January 1, April 1, July 1 and October 1 of each year of this Agreement unless otherwise agreed to by both Parties. TW Wireless will provide the PMLU and PIMU factors to USW thirty (30) days prior to their effective date.

- (B)2.3.6.2 TW Wireless will declare, initially and on a quarterly basis, the percent of total traffic, that represents Non-MTA/Local traffic (PIMU - Percent InterMTA Usage). If TW Wireless does not provide a PIMU declaration either initially or quarterly, USW will use a default of the last declared PIMU or five (5) percent, whichever is greater.

Quarterly PIMU declaration is due by the 15th of the month in January, April, July, and October. The PIMU will be applied to bills issued during the following three (3) months.

Mail all PIMU declarations to:
U S WEST
Wireless Billing Manager
250 Bell Plaza
Room 601
Salt Lake City, UT 84111

- (B)2.3.6.3 For billing purposes, USW will use a Percent InterMTA Use (PIMU2) factor, which represents the estimated portion of total traffic delivered by USW to TW Wireless that terminates (based on the first cell site of the wireless subscriber) outside the MTA in which the call originated.
- (B)2.3.6.4 If the reciprocal compensation credit method is utilized, the PIMU2 factor will be multiplied by the calculated USW originated land to mobile Minutes of Use (MOU). USW may bill TW Wireless for the resulting MOU at interstate switched access tariff rates.
- (B)2.3.6.5 If TW Wireless is direct billing USW instead of using the reciprocal compensation credit method, the PIMU2 factor will be applied to the billed land to mobile minutes of use originated from USW's network and terminated to TW Wireless. No reciprocal compensation will be paid by JSW to TW Wireless for

such traffic. USW may bill TW Wireless interstate switched access tariffed rates for this traffic.

- (B)2.3.6.6 The PIMU2 factor will be 10% unless proven otherwise by TW Wireless thirty (30) days prior to their effective date. The PIMU2 factor can be reevaluated (per request from either party) annually, based upon a study generated by TW Wireless and acceptable by both parties.

(B)2.3.7 Transit Traffic

- (B)2.3.7.1 Transit Local: The applicable Type 2 transit rates for EAS/Local transit traffic, contained in Part G of this Agreement, apply to the originating TW Wireless.
- (B)2.3.7.2 Transit Toll: The applicable Type 2 transit rates for IntraLATA Toll transit traffic, contained in Part G of this Agreement apply to the originating TW Wireless.
- (B)2.3.7.3 When USW receives a call from TW Wireless to a number that has been ported to another local service provider, USW will consider such calls as transit traffic. This includes all TW Wireless originated regardless of who performed the query. Transit rates, as set forth in Part G of this agreement, will apply for such calls.

(B)2.3.8 Miscellaneous Charges

- (B)2.3.8.1 Cancellation charges will apply to Type 2 orders, which are cancelled, based upon rates, terms and conditions described in state Tariffs governing Switched Access for Type 2 trunks and Private Line Transport Service for DS1 and DS3 Type 2 facilities, except where overridden by state Commission order.
- (B)2.3.8.2 Expedites for Type 2 orders are allowed only on an exception basis with USW executive approval. When expedites are approved, expedite charges will apply to Type 2 orders based on rates, terms and conditions described in Tariffs governing Switched Access for Type 2 trunks and Private Line Transport Service for DS1 and DS3 Type 2 facilities, except where overridden by state Commission order.
- (B)2.3.8.3 Construction charges are described in Section (F) of this Agreement.

- (B)2.3.8.4 The following charges/procedures will apply to Type 2 orders based upon rates, terms and conditions described in state tariffs governing Switched Access for Type 2 trunks, and Private Line Transport Services for DS1 and DS3 Type 2 facilities, except where overridden by state Commission order:

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

(B)2.4 Ordering

- (B)2.4.1 When ordering Type 2 service, TW Wireless shall complete a Access Service Request (ASR) form which provides all information necessary to process an order.
- (B)2.4.2 TW Wireless will provide the CLLI codes of the USW Tandem or End Office and TW Wireless POI, and the Two-Six Code to which each NXX will be routed.
- (B)2.4.3 When the ordering Party initially requests a DS3 Interconnection facility to a local tandem or local exchange office, the provider will forward the appropriate DS1 facility record information necessary to identify the circuit facility assignment. On subsequent requests utilizing existing DS3 Direct Trunked Transport facilities, the provider will assign the DS1 facility to the DS3 Direct Trunked Transport facility, as directed by the ordering Party.
- (B)2.4.4 A joint planning meeting will precede TW Wireless orders for Type 2 interconnections at new Points of Connection (POIs) or USW tandem locations. These meetings will result in the transmittal of Access Service Requests (ASRs) to initiate order activity. When requesting a tandem interconnection, TW Wireless will provide its

best estimate of the traffic distribution to each end office subtending the USW tandem.

- (B)2.4.5 TW Wireless will order trunks to the USW Local and Toll/Access Tandems in each LATA which serve the EAS/Local area of TW Wireless NPA/NXX, via Type 2A Local and Type 2A Toll Interconnections. Depending on traffic volumes, direct End Office connections using Type 2B High Use Interconnections may be required as well.
- (B)2.4.6 Service intervals and due dates for the initial establishment of trunking arrangements at each location of Interconnection between the Parties will be determined on an individual case basis.
- (B)2.4.7 Service intervals and due dates for the establishment of subsequent trunking arrangements for Interconnection between the Parties, will be in accordance with the guidelines for Type 2 contained in the Interconnect & Resale Resource Guide, available on USW's Web Site.
- (B)2.4.8 TW Wireless may cancel an order for Type 2 service at any time prior to notification by USW that service is available for TW Wireless's use, subject to cancellation charges described in State Access tariffs.. If TW Wireless is unable to accept Type 2 Service within 120 calendar days after the original service date, TW Wireless has the following options:

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

Billing for the service will commence.

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

(B)2.5 Billing for USW - Originated Traffic

TW Wireless may receive payment for USW originated traffic it terminates by either: (1) using Reciprocal Compensation Credits, or; (2) Billing USW directly. SS7 signaling is a prerequisite for direct billing. The Reciprocal Compensation Credits method will be the billing method used unless written notification is made to USW from TW Wireless indicating the election of direct billing. Such notification shall be made at least ninety (90) days in advance, and both Parties shall agree on the format and content of the bill at least thirty (30) days prior to commencement of such billing. If TW Wireless cannot provide appropriate billing detail, as per the agreed upon content and format, billing will remain as Reciprocal Compensation Credits.

(B)2.5.1 Reciprocal Compensation Credit for USW - Originated Traffic

(B)2.5.1.1 Each Party will compensate the other for its traffic terminating to the other Party's end users. TW Wireless's rate for USW's Reciprocal Compensation Credit will be symmetrical to USW's Call Termination rate as listed in Part G. USW will compensate TW Wireless for MTA/local two-way traffic originated from USW's end users within the LATA. USW will not compensate for paging traffic.

(B)2.5.1.2 The Reciprocal Compensation Credit shall be calculated based on the following example:

EXAMPLE OF RECIPROCAL CREDIT CALCULATION

Total TW Wireless minutes terminated to USW subscribers	10,000,000
Total non/local Inter-MTA minutes terminated to USW	-500,000
Subscribers (PIMU) based on factor of 5%	
Total TW Wireless IntraMTA/Local minutes terminated to USW subscribers	9,500,000
Divide by .70 factor to arrive at total minutes (9,500,000 / .70)	13,571,429
Multiply by .185 to arrive at USW minutes to TW Wireless	2,510,714
Multiply result by End Office Switching rate (.00298)	
Reciprocal Compensation Credit (2,510,714 x .00298)	\$ 7,481.93

Monthly USW measured MTA/Local TW Wireless minutes do not include: one-time charges, ancillary service charges, traffic from TW Wireless transiting the USW network and terminating on another provider's network, switched access traffic, and any USW provided service which has its own contractual terms and conditions other than the services set forth in this Agreement.

(B)2.5.1.3 PMLU factors will be mutually reviewed by both Parties as described in (B)2.3.6.1 above. This review will be based on a traffic study that includes auditable billing records identifying originating and terminating Party, completed calls and conversation minutes of use. If following review, the Parties agree to change the PMLU factor used in the reciprocal compensation credit calculation to compute the number of USW minutes terminating to TW Wireless, the same revised factor will also be used in (B)2.3.4 for calculating the facilities credit.

(B)2.5.1.4 The Reciprocal Compensation Credit for the month will appear on each monthly bill to TW Wireless as a credit against amounts due and payable. Reciprocal

Compensation Credits will be applied one (1) 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.

- (B)2.5.2 Requirements for Direct Billing USW – Originated Traffic
TW Wireless may elect to direct bill USW. The following are the requirements for TW Wireless to render a bill for USW-originated traffic, to be illustrated in a sample bill mutually agreed upon at least thirty (30) days prior to initiating such billing. This sample bill shall also display any additional requirements agreed upon by both Parties.
- (B)2.5.2.1 Invoices will comply with Billing Output Specifications (BOS).
 - (B)2.5.2.2 Providers will exchange billing contacts and telephone numbers.
 - (B)2.5.2.3 The invoices will include identification of the monthly bill period (from and through dates), which will coincide with USW bills rendered to TW Wireless.
 - (B)2.5.2.4 TW Wireless will bill USW by LATA, by state, based on the terminating location of the call. TW Wireless will display the CLLI code(s) of the POI.
 - (B)2.5.2.5 TW Wireless will assign an Invoice Number and/or Billing Account Number.
 - (B)2.5.2.6 TW Wireless will provide a Remittance Document including: remittance address, Invoice Number and/or Billing Account Number, amount due and Payment Due Date (at least thirty (30) days from invoice issuance date).
 - (B)2.5.2.7 The rendered bill will include a summary of charges and total amounts due.
 - (B)2.5.2.8 Charges incurred during the bill period, including fractional monthly charges, will be reflected on the next bill. Per unit rates will be displayed for all charges (usage and/or monthly elements).
 - (B)2.5.2.9 Invoice will include all adjustments, credits, debits and payments.

- (B)2.5.2.10 Invoice will include all applicable taxes and surcharges. TW Wireless will calculate, bill, collect and remit applicable taxes and surcharges to the appropriate authorities.
- (B)2.5.2.11 TW Wireless's invoices to USW will be provided on paper, unless a mechanized format is mutually agreed upon.
- (B)2.5.2.12 In no event will charges be billed in excess of ninety (90) days after such charges have been incurred.
- (B)2.5.2.13 TW Wireless's invoice to USW will include only traffic originating from USW's wireline end users, and will not include traffic originated by any other third party (such as a Co-Provider, an existing LEC, another Wireless carrier, or unknown).
- (B)2.5.2.14 TW Wireless's invoice to USW will not include Switched Access traffic.
- (B)2.5.2.15 TW Wireless's invoice will contain only the agreed upon measured usage element charges.
- (B)2.5.2.16 Invoice will identify the USW end user's end office from which the call was originated.
- (B)2.5.2.17 Only completed calls (not attempts) will be billed.
- (B)2.5.2.18 Conversation minutes (not including connect time) will be billed.
- (B)2.5.2.19 Minutes of Use (MOUs) will be aggregated at the end of the billing period, with the aggregated amount rounded to the nearest whole minute. MOUs will not be rounded on a per call basis.
- (B)2.5.3 Billing disputes will be resolved through the Dispute Resolution provisions of this Agreement.

(B)3. JOINTLY PROVIDED SWITCHED ACCESS SERVICES

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

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

- (B)3.2 USW will agree to function as the Access Service Coordinator (ASC) as defined in the MECOD Guidelines (Technical Reference SR-TAP-000984). USW will provide the operational, technical and administrative support required in the planning, provisioning and maintenance involved in the joint access provisioning process to the IXC's. USW will be unable to fulfill the role of ASC if TW Wireless does not fully comply with MECOD requirements, including filing their end offices and BPs (Billed Percentages) in the NECA 4 Tariff..
- (B)3.3 USW and TW Wireless will each render a separate bill to the IXC, using the multiple bill, multiple tariff option.

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

- (B)3.2 USW will agree to function as the Access Service Coordinator (ASC) as defined in the MECOD Guidelines (Technical Reference SR-TAP-000984). USW will provide the operational, technical and administrative support required in the planning, provisioning and maintenance involved in the joint access provisioning process to the IXC's. USW will be unable to fulfill the role of ASC if TW Wireless does not fully comply with MECOD requirements, including filing their end offices and BPs (Billed Percentages) in the NECA 4 Tariff..
- (B)3.3 USW and TW Wireless will each render a separate bill to the IXC, using the multiple bill, multiple tariff option.

PART C - COLLOCATION

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

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

PART D - UNBUNDLED NETWORK ELEMENTS (UNES)

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

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

PART E - ANCILLARY SERVICES

(E)1. LOCAL NUMBER PORTABILITY

- (E)1.1 Both Parties agree to implement Local Number Portability (LNP) in conformance with FCC and state regulations. As FCC and state LNP regulations are phased in, both Parties will conform to all LNP industry standards and to North American Numbering Council (NANC) Region #1 (also known as the Western Region) and state guidelines and agreements.
- (E)1.2 Each Party is responsible for ensuring that LNP database queries are performed for calls originated by its customers. Parties can either perform queries themselves or use a third party. USW shall be the default carrier for LNP database queries when TW Wireless does not perform the query. When wireless-wireline integration takes effect, TW Wireless shall be the default carrier for LNP database queries when USW does not perform the query.
- (E)1.3 USW query services are defined in F.C.C. Tariff No.5; End Office and Tandem Default Query Charges are contained in Section 13 (Miscellaneous Service) and Database Query Charges are contained in Section 20 (CCSAC Service Applications).

(E)2. 911/E-911 SERVICE

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

(E)3. DIRECTORY ASSISTANCE

(E)3.1 Description

- (E)3.1.1 Directory Assistance (DA) service is a telephone number, voice information service that USW provides to other Telecommunications Carriers and its own end users.
- (E)3.1.1.1 Local Directory Assistance service permits TW Wireless's end users to receive published and non-listed telephone numbers within the NPA or LATA, whichever is greater. The telephone numbers provided are only those contained in USW's current DA database.

- (E)3.1.1.2 If TW Wireless selects the National Directory Assistance service option, the geographic area will be the remaining NPAs not included in local DA. This service is available only over Type 2D Interconnection.
- (E)3.1.2 If TW Wireless elects to receive the branding option, USW will provide it wherever technically feasible. Branding provides the announcement of TW Wireless's name to TW Wireless's end users during the introduction of the call and at the completion of the call
- (E)3.1.3 If TW Wireless elects to receive the IntraLATA Call Completion service option, USW will provide Call Completion service, where available, using the USW intraLATA Toll network which allows TW Wireless's end user the option of completing the call to the requested number without having to originate another call. Call Completion is an optional service available to TW Wireless.

(E)3.2 Terms and Conditions

USW will provide access to Directory Assistance service via Type 2A, Ancillary, or Type 2D trunks purchased from USW. 2D operator service trunks will be connected directly to USW's Directory Assistance host switch or directly to a remote Directory Assistance switch via the trunk side. With 2D service TW Wireless will be required to order or provide an Operator Service trunk for each NPA served.

(E)3.3 Rate Elements

The following rates are contained in Part G of this Agreement.

- (E)3.3.1 A per call rate is applicable for Local Directory Assistance and National Directory Assistance Service selected by TW Wireless. The per call rate includes recurring branding and call completion charges and may be changed from time to time by USW and such changes may vary from state to state, but only upon thirty (30) calendar days prior written notice.
- (E)3.3.2 A non-recurring setup and recording fee will be applicable for establishing the Branding option. Such non-recurring charge must be paid prior to commencement of the service.
- (E)3.3.3 Additional charges for USW intraLATA Toll Service may also apply for completed intraLATA Toll calls.

(E)3.4 Ordering Process

TW Wireless will complete the "USW Operator Services/Directory Assistance Questionnaire" to request Directory Assistance service.

(E)3.5 Billing

- (E)3.5.1 USW will track and bill for the number of calls placed to USW's Directory Assistance.
- (E)3.5.2 For purposes of determining when TW Wireless is obligated to pay the per call rate, the call shall be deemed made and TW Wireless shall be obligated to pay when the call is received by the Operator Services switch. Further, an end user may request and receive no more than two (2) telephone numbers per Directory Assistance call. USW will not credit, rebate or waive the per call charge due to any failure to provide a telephone number.

(E)4. DIRECTORY LISTINGS.

(E)4.1 White Pages Directory Listings

(E)4.1.1 Description

White Pages Listings Service ("Listings") consists of USW placing the names, addresses and telephone numbers of TW Wireless's end users in USW's listing database, based on end user information provided to USW by TW Wireless. USW is authorized to use Listings in Directory Assistance (DA) and as noted below.

(E)4.1.2 Terms and Conditions

- (E)4.1.2.1 TW Wireless will provide in standard, mechanized format, and USW will accept at no charge, one (1) primary listing for each main telephone number belonging to TW Wireless's end users. Primary listings for TW Wireless will include the end user Listings for wireless services and are further defined in USW's general exchange Tariffs. TW Wireless will be charged for premium and privacy listings, (e.g., additional, foreign, cross reference, informational, listings indented under other listings, etc.), at USW's general exchange listing Tariff rates, less the wholesale discount.
- (E)4.1.2.2 USW will furnish TW Wireless the Listings format specifications. All manual requests are considered a project and require coordination between TW Wireless and USW to determine time frames.
- (E)4.1.2.3 TW Wireless grants USW a non-exclusive license to incorporate Listings information into its directory assistance database. With this license USW will incorporate Listings in the DA database.
- (E)4.1.2.4 TW Wireless hereby selects one of two options for USW's additional use of Listings and dissemination of

Listings to third parties. If no selection is made, TW Wireless will be automatically assigned the second option below.

OPTIONS:

(E)4.1.2.4.1 Treat the same as USW's end user listings - No prior authorization is needed for USW to release Listings to directory publishers or other third parties. USW will incorporate Listings information in all existing and future directory assistance applications developed by USW. TW Wireless authorizes USW to sell and otherwise make Listings available to directory publishers. Listings shall not be provided or sold in such a manner as to segregate end users by carrier. USW will not charge for updating and maintaining the Listings database. TW Wireless will not receive compensation from USW for any sale of Listings by USW.

(E)4.1.2.4.2 Restrict to directory assistance services provided by USW or other telecommunications providers -- Prior authorization required by TW Wireless for all other uses. TW Wireless makes its own, separate agreements with USW, other third parties and directory publishers for all uses of its Listings beyond directory assistance. Only after a third party provides proof of a TW Wireless's authorization and an order will USW transmit Listings to directory publishers (including USW's publisher affiliate), other third parties and USW products. Listings shall not be provided or sold in such a manner as to segregate end users by carrier.

TW Wireless hereby selects Option _____.

(E)4.1.2.5 To the extent that state Tariffs limit USW's liability with regard to Listings, the applicable state Tariff(s) is incorporated herein and supersedes the Limitation of Liability section of this Agreement with respect to Listings only.

- (E)4.1.2.6 USW is responsible for maintaining Listings, including entering, changing, correcting, rearranging and removing Listings in accordance with TW Wireless orders. USW will take reasonable steps in accordance with industry practices to accommodate non-published and non-listed Listings provided that TW Wireless has supplied USW the necessary privacy indicators on such Listings.
- (E)4.1.2.7 USW will include TW Wireless Listings in USW's Directory Assistance service to ensure that callers to USW's Directory Assistance service have nondiscriminatory access to TW Wireless's Listings.
- (E)4.1.2.8 USW will ensure TW Wireless Listings provided to USW are included in the white pages directory published on USW's behalf, in accordance with TW Wireless's selection above.
- (E)4.1.2.9 TW Wireless agrees to provide to USW its end user names, addresses and telephone numbers in a standard mechanized format, as specified by USW.
- (E)4.1.2.10 TW Wireless will supply its ACNA/CIC or CLCC/OCN, as appropriate, with each order to provide USW the means of identifying Listings ownership.
- (E)4.1.2.11 Upon request by USW, TW Wireless shall submit proof to USW, of authorization from each end user for which TW Wireless submits a change in end user's Listing.
- (E)4.1.2.12 TW Wireless represents and warrants the end user information provided to USW is accurate and correct. TW Wireless further represents and warrants that it has reviewed all Listings provided to USW, including end user requested restrictions on use such as non-published and non-listed. TW Wireless shall be solely responsible for knowing and adhering to state laws or rulings regarding Listings (e.g., no solicitation requirements in the states of Arizona and Oregon, privacy requirements in Colorado), and for supplying USW with the applicable Listing information.
- (E)4.1.2.13 TW Wireless is responsible for all dealings with, and on behalf of, TW Wireless's end users, including:
 - (E)4.1.2.13.1 All end user account activity, (e.g. end user queries and complaints).

- (E)4.1.2.13.2 All account maintenance activity, (e.g., additions, changes, issuance of orders for Listings to USW).
- (E)4.1.2.13.3 Determining privacy requirements and accurately coding the privacy indicators for TW Wireless's end user information. If end user information provided by TW Wireless to USW does not contain a privacy indicator, no privacy restrictions will apply.
- (E)4.1.2.13.4 Any additional services requested by TW Wireless's end users.

(E)4.2 Directory Assistance List

(E)4.2.1 Description

- (E)4.2.1.1 Directory Assistance List (DA List) Information consists of all USW and, where available, the end user name, address and telephone number information of other LECs, along with other related elements required in the provision of Directory Assistance service to TW Wireless's end users. In the case of end users who have non-published listings, USW shall provide the end user's local numbering plan area ("NPA"), address, and an indicator to identify the non-published status of the listing to TW Wireless; however, the non-published telephone number shall not be provided.
- (E)4.2.1.2 Some LECs and Co-Providers allow USW to supply their DA List Information to TW Wireless without obtaining prior approval. Other LECs/Co-Providers require TW Wireless to negotiate separate agreements for the use of their DA List Information. In the latter event, TW Wireless must provide USW a signed letter of authorization before USW can release the LEC/Co-Provider's DA List Information. TW Wireless will give USW fourteen (14) days notice prior to the termination of any separate agreement for the use of DA List Information. Upon the effective date of such termination, USW will no longer supply TW Wireless with the LEC/Co-Provider's DA List Information. TW Wireless's use of other LEC/Co-Providers' end user listings shall be in accordance with the terms and conditions of the separate agreement between TW Wireless and that LEC/Co-Provider.

- (E)4.2.1.3 USW will provide DA List Information via initial loads and daily updates either by means of a magnetic tape or Network Data Mover (NDM) or as otherwise mutually agreed upon by the Parties. USW will provide all changes, additions or deletions to the DA List Information overnight on a daily basis. The Parties will use a mutually agreed upon format for the data loads.
- (E)4.2.1.4 DA List Information shall specify whether the subscriber is a residential, business, or government subscriber.
- (E)4.2.1.5 In the event TW Wireless requires a reload of DA List Information from USW's database in order to validate, synchronize or reconcile its database, a reload will be made available according to the rate specified in Part G.
- (E)4.2.1.6 USW and TW Wireless will cooperate in the designation of a location to which the data will be provided.

(E)4.2.2 Terms and Conditions

- (E)4.2.2.1 USW grants to TW Wireless a non-exclusive, non-transferable, revocable license to use the DA List Information solely for the purpose of providing DA service subject to the terms and conditions of this Agreement. As it pertains to the DA List Information in this Agreement, "DA service" shall mean the provision via either a live operator or a mechanized voice of telephone number and address information for an identified telephone service end user or the name and/or address of the telephone service end user for an identified telephone number.
- (E)4.2.2.2 TW Wireless shall not use the DA List Information provided hereunder for any other purpose whatsoever. By way of example and not limitation, USW's DA List Information shall not be used by TW Wireless for soliciting subscribers, telemarketing, creating or distributing marketing lists or other compilations of marketing information, publishing any form of directory in any media whatsoever, or providing any Internet, on-line or other electronic directory assistance service.
- (E)4.2.2.3 USW shall retain all right, title, interest and ownership in and to the DA Listing Information it provides hereunder. TW Wireless acknowledges and understands that while it may disclose the names,

addresses, and telephone numbers (or an indication of nonpublished status) of USW's end users to a third party calling its Directory Assistance for such information, the fact that such end user subscribes to USW's telecommunications services is confidential and proprietary information and shall not be disclosed to any third party.

- (E)4.2.2.4 TW Wireless shall not sublicense, copy or allow any third party to access, download, copy or use the DA List Information, or any portions thereof, or any information extracted therefrom. Each Party shall take commercially reasonable and prudent measures to prevent disclosure and unauthorized use of USW's DA List Information at least equal to the measures it takes to protect its own confidential and proprietary information, including but not limited to implementing adequate computer security measures to prevent unauthorized access to USW's DA List Information when contained in any database.
- (E)4.2.2.5 Any disclosure of the fact that an end user subscribes to USW's telecommunications services or unauthorized use of USW's DA List Information shall be considered a material breach of this Agreement and shall be resolved under the Dispute Resolution provisions of this Agreement.
- (E)4.2.2.6 Within five (5) days after the expiration or earlier termination of this Agreement, TW Wireless shall (a) return and cease using any and all DA List Information which it has in its possession or control, (b) extract and expunge any and all copies of such DA List Information, any portions thereof, and any and all information extracted therefrom, its files and records, whether in print or electronic form or in any other media whatsoever, and (c) provide a written certification to USW from an officer that all of the foregoing actions have been completed.
- (E)4.2.2.7 TW Wireless is responsible for ensuring that it has proper security measures in place to protect the privacy of the end user information contained within the DA List Information. TW Wireless must remove from its database any telephone number for an end user whose listing has become non-published when so notified by USW.

- (E)4.2.2.8 Audits - In accordance with Section (E), USW may request a comprehensive audit of TW Wireless's use of the DA List Information.

In addition to the terms specified in (E)9, the following also apply:

- (E)4.2.2.8.1 As used herein, "Audit" shall mean a comprehensive review of the other Party's delivery and use of the DA List Information provided hereunder and such other Party's performance of its obligations under this Agreement. Either Party (the "Requesting Party") may perform up to two (2) Audits per 12-month period commencing with the effective date of this Agreement. USW shall be entitled to "seed" or specially code some or all of the DA List Information that it provides hereunder in order to trace such information during an Audit and ensure compliance with the disclosure and use restrictions set forth in (E)4.2.2 above.

- (E)4.2.2.8.2 All paper and electronic records will be subject to audit.

(E)4.2.3 Rate Elements

- (E)4.2.3.1 Initial Database Load - A "snapshot" of data in the USW DA List Information database, or portion of the database at the time the order is received.
- (E)4.2.3.2 Reload - A "snapshot" of the data in the USW DA List Information database, or portion of the database required in order to refresh the data in TW Wireless's database.
- (E)4.2.3.3 Daily Updates - Daily change activity affecting DA List Information in the listings database.
- (E)4.2.3.4 One-Time Set-Up Fees - Charges for special database loads.
- (E)4.2.3.5 Output Charges - Media charges resulting from either the electronic transmission or tape delivery of the DA List Information including any shipping costs.

(E)4.2.4 Ordering

(E)4.2.4.1 TW Wireless may order the initial DA List Information load or update files for USW's local exchange service areas in its fourteen (14) state operating territory or, where technically feasible, TW Wireless may order by USW White Page Directory Code or NPA.

(E)4.2.4.2 Special requests for data at specific geographic levels (such as NPA) must be negotiated in order to address data integrity issues.

(E)4.2.4.3 TW Wireless shall use the Directory Assistance List Order Form found in the Interconnect Resale and Resource Guide.

(E)4.2.5 Billing

(E)4.2.5.1 Recurring and nonrecurring rates for DA List Information are specified in Part G.

(E)5. TOLL AND ASSISTANCE OPERATOR

(E)5.1 Description

(E)5.1.1 Toll and Assistance refers to functions end users associate with the "0" operator. Subject to availability and capacity, access may be provided via Type 2A, Ancillary or Type 2D trunks purchased from USW or provided by TW Wireless via Collocation arrangements to route calls to TW Wireless's platform.

(E)5.1.2 Operator Services provides assistance to TW Wireless's end user on placing or completing calls, connecting to directory assistance, and handling emergency calls for police, sheriff and fire of TW Wireless's end user. Operator Services also provides connections to the business office or repair, provides dialing instructions and other assistance as necessary.

0- (zero minus) provides general assistance.

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

(E)5.1.3 Emergency Assistance - Provide assistance for handling the emergency local and intraLATA toll calls to emergency agencies of TW Wireless's end user, including but not limited to, police, sheriff, highway patrol and fire. TW Wireless is responsible for providing USW with the appropriate emergency agency numbers and updates.

(E)5.1.4 Busy Line Verification ("BLV") is performed when TW Wireless's end user requests assistance from the operator to determine if the called line is in use. The operator will not complete the call for the

end user initiating the BLV inquiry. Only one (1) BLV attempt will be made per end user call, and a charge shall apply.

- (E)5.1.5 Busy Line Interrupt ("BLI") is performed when TW Wireless's end user requests assistance from the operator to interrupt a telephone call in progress after BLV has occurred. The operator will interrupt the busy line and inform the called party that there is a call waiting. The operator will only interrupt the busy line and will not connect TW Wireless's end user and the calling party. The operator will make only one (1) BLI attempt per end user call and the applicable charge applies whether or not the called party releases the line.

(E)5.2 Terms and Conditions

- (E)5.2.1 Interconnection to USW Toll and Assistance Operator Services from a wireless switching office to USW is technically feasible at two (2) distinct points on the trunk side of the switch. The first connection point is an operator services trunk connected directly to the USW Operator Services host switch. The second connection point is an operator services trunk connected directly to a remote USW Operator Services switch.
- (E)5.2.2 Trunk provisioning and facility ownership will follow USW guidelines.
- (E)5.2.3 Operator Services Interconnection will require an operator services type trunk between the end office and the Interconnection point on the USW switch.
- (E)5.2.4 The technical requirements of operator services type trunks and the circuits to connect the positions to the host are covered in the Operator Services System Generic Requirement (OSSGR), Bellcore Document FR-NWT-000271, Section 6 (Signaling) and Section 10 (System Interfaces) in general requirements form.
- (E)5.2.5 USW will perform Operator Services in accordance with operating methods, practices, and standards in effect for all its end users.
- (E)5.2.6 It is understood that USW shall not be obligated to provide specific operator services where there are facility or technical limitations. USW, in its reasonable discretion, may modify and change the nature, extent and detail of specific operator services from time to time.
- (E)5.2.7 USW shall maintain adequate equipment and personnel to reasonably perform the Operator Services. TW Wireless shall provide and maintain the facilities necessary to connect its end users to the locations where USW provides the Operator Services and to provide all information and data needed or reasonably requested by USW in order to perform the Operator Services.

(E)5.3 Rate Elements

Two pricing options exist as described below.

(E)5.3.1 Option A - Price Per Message

- (E)5.3.1.1 Operator Handled Calling Card – For each completed calling card call that was dialed 0+ where the operator entered the calling card number.
- (E)5.3.1.2 Machine Handled Call – For each completed call that was dialed 0+ where the end user entered the required information, such as calling card number.
- (E)5.3.1.3 Station Call – For each completed station call, including station sent paid, collect, third number special billing or 0- calling card call.
- (E)5.3.1.4 Person Call – For each completed person to person call regardless of the billing used by the end user.
- (E)5.3.1.5 Connect to Directory Assistance – For each operator placed call to directory assistance.
- (E)5.3.1.6 Busy Line Verify – For each call where the operator determines that conversation exists on a line.
- (E)5.3.1.7 Busy Line Interrupt – For each call where the operator interrupts conversation on a busy line and requests release of the line.
- (E)5.3.1.8 Operator Assistance – For each local call completed or not, that does not potentially generate an operator surcharge. These calls include, but are not limited to: calls given the DDD rate because of transmission problems; calls where the operator has determined there should be no charge, such as Busy Line Verify attempts where conversation was not found on the line; calls where the end user requests information from the operator and no attempt is made to complete a call; and calls for quote service.
- (E)5.3.1.9 "Completed call" as used in this Section, shall mean that the end user makes contact with the location, telephone number, person or extension designated by the end user. A completed call shall be computed and recorded in accordance with the methods and practices of USW and the operating capacity and ability of USW's measuring equipment.

- (E)5.3.2 **Option B - Price Per Work Second and Computer Handled Calls**
- (E)5.3.2.1 **Operator Handled -** Per operator work second for all operator assisted services and functions of services. TW Wireless is charged per work second for all calls originating from its end users and facilities that go to USW's operator for handling. Work second charging begins when the USW operator position connects with TW Wireless's end user and terminates when the connection between the USW operator position and TW Wireless's end user is terminated.
- (E)5.3.2.2 **Machine Handled -** Per call for all services which are handled solely by computers and USW equipment. Calls without live operator intervention are computer (machine) handled and include, but are not limited to, credit card calls where the end user enters the calling card number, calls originating from coin telephones where the computer requests deposit of coins, additional end user key actions, recording of end user voice, etc.

(E)5.4 Ordering Process

TW Wireless will complete the USW's Operator Services/Directory Assistance Questionnaire for Local Service Providers" to request Operator Services. TW Wireless represents that the information provided is true and correct to the best of its knowledge and belief.

(E)5.5 Billing

- (E)5.5.1 USW will track usage and bill TW Wireless for the calls placed by TW Wireless's end users and facilities.
- (E)6.5.2 USW will compute TW Wireless's invoice based on both Option A (Price Per Message) and Option B (Price Per Work Second and Machine Handled Calls). USW will charge TW Wireless whichever result is less.
- (E)6.5.3 If, due to equipment malfunction or other error, USW does not have available the necessary information to compile an accurate billing statement, USW may render a reasonably estimated bill, but shall notify TW Wireless of the methods of such estimate and cooperate in good faith with TW Wireless to establish a fair, equitable estimate. USW shall render a bill reflecting actual billable quantities when and if the information necessary for the billing statement becomes available.

(E)6. ADVANCED INTELLIGENT NETWORK (AIN)

(E)6.1 Description

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

(E)6.1.1 Access to AIN Service Creation Environment - AASCE allows TW Wireless to utilize USW's AIN service application development process to develop new AIN services or features. AASCE is determined on an individual case basis. The elements are also combined on an individual case basis to meet TW Wireless's request. Services developed through the AASCE process can either be implemented in USW's network or handed off to TW Wireless to be installed in its own network.

(E)6.1.2 Access to AIN OSS/SMS (AAOS) - This service allows TW Wireless to provide specific USW AIN services/features to its end users as well as any AIN service that is deployed for TW Wireless utilizing the AASCE process in USW's SCP. USW is responsible for the provisioning of these AIN services. TW Wireless will be able to populate data for provisioning of the Call Processing Records (CPRs) stored in the SCP for AIN services. The process to provision, modify or update information in the AIN databases is predominately manual.

(E)6.1.3 AIN Query Processing (AQP)- TCAP queries are used to collect information from the AIN database for use in call processing of the AIN based services above. TW Wireless launches a query from an AIN capable switch over the SS7 network to the USW Signal Transfer Point (STP). Routing may be accomplished in two scenarios:

From TW Wireless Service Switching Point (SSP) through a USW Local STP and then to the USW Regional STP (RSTP).

Through a TW Wireless RSTP to USW RSTP arrangement.

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

(E)6.2 Terms and Conditions

(E)6.2.1 Access to AIN Service Creation Environment (AASCE) - Since each proposed service is unique and complex, when AASCE is ordered, USW conducts a feasibility study which estimates the amount of time and cost necessary to develop the proposed service or enhancement. The charges associated with the feasibility analysis, development and implementation are negotiated under a separate contract. The service is developed and tested in a USW

lab environment. If the service is implemented in USW's network, it goes through network test prior to implementation.

(E)6.2.2 Access to AIN OSS/SMS (AAOS)

(E)6.2.2.1 Prior to activation of the AIN feature, TW Wireless's switch point code must be activated for AIN processing on the CCSAC/SS7 link that is sending the AIN query.

(E)6.2.2.2 USW will provide requirements for data load preparation and delivery by TW Wireless.

(E)6.2.2.3 In order to make AAOS service work, service logic must be loaded to provision an AIN service on the platform for TW Wireless. USW is responsible for provisioning the Call Processing Record (CPR) in the SCP.

(E)6.2.2.4 Each end user line must be provisioned by the facility owner. TW Wireless is responsible for setting the AIN trigger in its switch.

(E)6.2.3 AIN Query Processing
USW will certify and test TW Wireless switch for AIN message transmission to assure quality performance. USW and TW Wireless will test cooperatively.

(E)6.2.4 Query types accepted:
the USW AIN SCP can accept and process ANSI41 Standard queries for specific services (Reference: Interconnection Resource Guide).

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

(E)6.3 Rate Elements

(E)6.3.1 Access to AIN Service Creation Environment (AASCE) - Hourly rates are applicable for each component of the AASCE service according to the estimates determined in the feasibility analysis. A separate contract will identify the specific charges for each component and specify the terms and conditions for payment.

(E)6.3.2 Access to AIN OSS/SMS (AAOS) - AAOS is billed a monthly recurring and a one-time nonrecurring charge for each AIN feature activated, per telephone number.

- (E)6.3.3 AIN Query Processing - The AIN service is billed on a monthly recurring and/or a per query charge basis.

(E)6.4. Ordering

- (E)6.4.1 AASCE is ordered on an individual case basis and is coordinated through the USW Account Manager and the AIN Product Manager. One-time and miscellaneous charges are detailed in the contract described above.

Due date intervals for the proposal phase are detailed below.

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

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

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

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

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

Within ninety (90) business days of TW Wireless approval of the Service Evaluation, USW will complete a Feasibility Analysis, development time and costs.

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

- (E)6.4.2 AAOS is ordered using the LSR form.

- (E)6.4.2.1 In the event that miscellaneous charges apply, they will be applied consistent with the application used for equivalent services ordered by USW end users.

- (E)6.4.2.2 The due date intervals will be consistent with the due dates used for equivalent services ordered by USW end users. Upon receipt of a complete and accurate LSR, USW will load the TW Wireless records into the AIN database within ten (10) days. USW will also establish translations at the STP to allow query access from the TW Wireless switch within ten (10) days.
 - (E)6.4.2.3 Completion notification will be either by e-mail or by fax.
 - (E)6.4.2.4 USW will provide jeopardy notification under terms and conditions consistent with USW end users.
 - (E)6.4.2.5 USW will provide Firm Order Confirmation (FOC) under terms and conditions consistent with USW end users.
 - (E)6.4.2.6 The service order interval begins when a complete and accurate LSR is received in the Interconnect Service Center by 3:00 p.m., Mountain Time.
- (E)6.4.3 AIN Query Processing (AQP) – is specific to the service ordered and must be established at the time of the AAOS ordering process.

(E)7. INTERCONNECTION TO LINE INFORMATION DATABASE (LIDB)

(E)7.1 Description

(E)7.1.1 Description - Line Information Database (LIDB) Storage.

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

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

(E)7.1.2 Description - Line Validation Administration System (LVAS) Access

LVAS is the comprehensive administrative management tool which loads the LIDB data and coordinates line record updates in USW's

- (E)6.4.2.2 The due date intervals will be consistent with the due dates used for equivalent services ordered by USW end users. Upon receipt of a complete and accurate LSR, USW will load the TW Wireless records into the AIN database within ten (10) days. USW will also establish translations at the STP to allow query access from the TW Wireless switch within ten (10) days.
 - (E)6.4.2.3 Completion notification will be either by e-mail or by fax.
 - (E)6.4.2.4 USW will provide jeopardy notification under terms and conditions consistent with USW end users.
 - (E)6.4.2.5 USW will provide Firm Order Confirmation (FOC) under terms and conditions consistent with USW end users.
 - (E)6.4.2.6 The service order interval begins when a complete and accurate LSR is received in the Interconnect Service Center by 3:00 p.m., Mountain Time.
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Bellcore's GR-446-CORE defines the interface between the administration system and LIDB including specific message formats. (Bellcore's TR-NWP-000029, Section 10).

(E)7.1.2 Description - Line Validation Administration System (LVAS) Access

LVAS is the comprehensive administrative management tool which loads the LIDB data and coordinates line record updates in USW's

redundant LIDB databases. LVAS is the vehicle which audits stored information and assures accurate responses.

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

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

(E)7.1.3 Description - LIDB Query Service

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

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

(E)7.1.4 Description - Fraud Alert Notification

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

(E)7.2 Terms and Conditions

(E)7.2.1 Terms and Conditions - Line Information Database (LIDB) Storage

TW Wireless will provide initial data, add, update or delete data, and license said data to USW for placement in USW's LIDB. TW Wireless will provide and maintain necessary information to enable USW to provide LIDB services. TW Wireless will ensure, to the extent possible, the accuracy of the data provided to USW for storage in USW's LIDB, and supply updated and changed data in a timely manner.

(E)7.2.2 Terms and Conditions - LVAS Access

TW Wireless will provide USW with the following information:

- (E)7.2.2.1 The LIDB service requested (i.e. calling name, calling cards, Originating Line Number Screening (OLNS), ABS, etc.);
- (E)7.2.2.2 TW Wireless's Revenue Accounting Office (RAO), Operating Customer Number (OCN), and/or Local Service Provider Identification (LSPI);
- (E)7.2.2.3 The NPA NXX and signaling point codes for the operator or end office switches from which queries are launched;
- (E)7.2.2.4 The identity of TW Wireless's SS7 provider for Number Portability, ABS, OLNS and calling name;
- (E)7.2.2.5 The identity of TW Wireless's operator services provider for ABS queries;
- (E)7.2.2.6 A forecast for changes in volumes of line records, both increases and decreases;
- (E)7.2.2.7 The contact names and fax numbers of all TW Wireless personnel to be contacted for fraud notification, and LIDB data administration;
- (E)7.2.2.8 The establishment of TW Wireless line records will be provisioned through an interim manual process. An ASCII file must be e-mailed from TW Wireless to USW up to two (2) times per day; at 12:00 p.m. and 5:00 p.m. Mountain Time;
- (E)7.2.2.9 After USW receives the file, USW will attempt to load the file into LVAS. If USW successfully loads the file into LVAS, the originator of TW Wireless's files will be notified by USW;
- (E)7.2.2.10 In the event that USW is not successful in loading the file because errors were detected, USW will e-mail the file back to TW Wireless with an error notice;
- (E)7.2.2.11 TW Wireless will e-mail to USW all updates, adds, changes, and deletions, subsequent to the initial file for establishment;
- (E)7.2.2.12 USW will provide to TW Wireless the necessary methods and procedures when the LVAS electronic interface becomes available.

(E)7.2.3 Terms and Conditions - LIDB Query Service

- (E)7.2.3.1 All LIDB queries and responses from operator services systems and end offices are transmitted over a CCS network using a Signaling System 7 (SS7) protocol (TR-NWT-000246, Bell Communications Research Specification of Signaling System 7).
- (E)7.2.3.2 The application data needed for processing LIDB data are formatted as Transaction Capabilities Application Part (TCAP) messages. TCAP messages may be carried as an application level protocol using SS7 protocols for basic message transport.
- (E)7.2.3.3 The SCP node provides all protocol and interface support. TW Wireless SS7 connections will be required to meet Bellcore's GR905, TR954 and USW's Technical Publication 77342 specifications.
- (E)7.2.3.4 USW will include TW Wireless-provided data in USW's LIDB, and allow access to the data subject to USW negotiated agreements with Telecommunications Carriers, allowing TW Wireless's end users the same benefits of said agreements as enjoyed by USW end users. USW will update TW Wireless data, as requested by TW Wireless. USW will perform services provided hereunder and determine the applicable standard for the data, in accordance with operating methods, practices and standards in effect.

(E)7.2.4 Terms and Conditions - Fraud Alert Notification

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

(E)7.3 Rate Elements

(E)7.3.1 Rate Elements - Line Information Database (LIDB) Storage

LIDB Data Storage does not have a recurring charge. When electronic access becomes available, a one-time non-recurring fee will be charged for the initial load of TW Wireless's data into LIDB.

(E)7.3.2 Rate Elements - Line Validation Administration System (LVAS) Access

- (E)7.3.2.1 LIDB Line Record Initial Load Charge - USW's vendor charges USW to format end user line record information data so that it may be loaded into LVAS. USW will pass this nonrecurring charge along to TW Wireless.
- (E)7.3.2.2 Mechanized Service Account Update - LVAS Access is the product which allows TW Wireless to add, update and delete telephone line numbers from the USW LIDB for TW Wireless's end users. LVAS processing will be billed per each addition or update processed. No charge to delete.
- (E)7.3.2.3 Individual Line Record Audit - TW Wireless may verify the data for a given ten digit line number using an inquiry on its end user data.
- (E)7.3.2.4 Account Group Audit - TW Wireless may audit an individual Account Group NPA-NXX using a fax.
- (E)7.3.2.5 Expedited Request Charge for Manual Updates - An update request that is outside of the normal batch process and requires immediate action to the database (i.e., deny PIN number).

(E)7.3.3 Rate Elements - LIDB Query Service

- (E)7.3.3.1 A query validation rate and a query transportation rate will apply to all LIDB queries for Alternately Billed Services (ABS) calls processed by an Operator Services Switch.

(E)7.3.4 Rate Elements - Fraud Alert Notification

Fraud Alert Notification will be billed on a per alert basis.

(E)7.4 Ordering Process

(E)7.4.1 Ordering - Line Information Database (LIDB) Storage

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

Inquiries from TW Wireless must be faxed to USW using the approved forms appropriate for the type of inquiry requested.

(E)7.4.2 Ordering-LVAS Access

LVAS report queries from TW Wireless must be faxed to USW MIDAS center using the approved forms appropriate for the type of inquiry requested.

(E)7.4.3 Ordering- LIDB Inquiry Service

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

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

(E)7.4.4 Ordering - Fraud Alert Notification

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

(E)7.5 Billing

(E)7.5.1 Line Validation Administration System (LVAS) Access

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

(E)7.5.2 LIDB Query Service

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

(E)7.5.3 Fraud Alert Notification

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

(E)8. ACCESS TO POLES, DUCTS, CONDUITS AND RIGHTS OF WAY

(E)8.1 Description

- (E)8.1.1 Pole Attachments - USW will lease available pole attachment space to TW Wireless for the placing of TW Wireless's facilities for the purpose of transmitting Telecommunications Services.
- (E)8.1.2 Ducts and Conduits - USW will lease available underground ducts/conduits, for transmitting Telecommunications Services. A spare conduit will be leased for copper facilities only, and an innerduct for the purpose of placing fiber.

(E)8.2 Terms and Conditions

- (E)8.2.1 Subject to the provisions of this Agreement, USW agrees to issue to TW Wireless authorization for TW Wireless to attach, maintain, rearrange, transfer, and remove at its sole expense its facilities on Poles/Innerduct owned in whole or in part by USW. Any and all rights granted to TW Wireless shall be subject to and subordinate to any future local, state and/or federal requirements.
- (E)8.2.2 TW Wireless shall provide a map of the requested Poles/Innerduct route, including estimated distances between major points, the identification and location of the Poles/Innerduct, and a description of TW Wireless's facilities.
- (E)8.2.3 Except as expressly provided herein, nothing herein shall be construed to compel USW to construct, install, modify, or place any Poles/Innerduct or other facility for use by TW Wireless.
- (E)8.2.4 Any Order issued hereunder shall continue in effect for the term specified in the Order.
- (E)8.2.5 If USW terminates an Order for cause, or if TW Wireless terminates an Order without cause, TW Wireless shall pay termination charges equal to the amount of fees and charges remaining on the terminated Order(s) and shall remove its facilities from the Poles/Innerduct within sixty (60) calendar days, or cause USW to remove its facilities from the Poles/Innerduct at TW Wireless's expense; provided, however, that TW Wireless shall be liable for and pay all fees and charges provided for in this Agreement to USW until TW Wireless's facilities are physically removed. "Cause" as used herein shall include but not be limited to TW Wireless's use of its facilities in violation of any law or in aid of any unlawful act or making an unauthorized modification to USW's Poles/Innerduct.
- (E)8.2.6 USW may abandon any Poles/Innerduct at any time by giving written notice to TW Wireless. Upon abandonment of Poles/Innerduct, and with the concurrence of the other joint user(s), if necessary, TW Wireless shall, within sixty (60) calendar days of such notice, either apply for usage with the new owner or purchase

the Poles/Innerduct from USW, or remove its facilities therefrom. Failure to remove its facilities within sixty (60) calendar days shall be deemed an election to purchase the Poles/Innerduct at the current market value.

- (E)8.2.7 USW retains the right, to determine the availability of space on Poles/Innerduct. In the event USW determines that rearrangement of the existing facilities on Poles/Innerduct is required before TW Wireless's facilities can be accommodated, the cost of such modification will be included in TW Wireless's nonrecurring charges for the associated Order ("Make-ready fee"). When modifications to a USW spare conduit include the placement of Innerduct, USW will install the number of Innerduct required to fill the conduit structure to its full capacity.
- (E)8.2.8 USW shall make manhole ingress and egress for Innerduct access available to TW Wireless. USW will perform a feasibility study to determine whether to provide a stub out via the pre-constructed knock out within the manhole, or to perform a core drill of the manhole.
- (E)8.2.9 Where such authority does not already exist, TW Wireless shall be responsible for obtaining the necessary legal authority to occupy Poles/Innerduct on governmental, federal, Native American, and private rights of way in order. TW Wireless shall obtain any permits, licenses, bonds, or other necessary legal authority and permission, at TW Wireless's sole expense, in order to perform its obligations under this Agreement. TW Wireless shall contact all owners of public and private rights-of-way to obtain the permission required to perform the work prior to entering the property or starting any work thereon. TW Wireless shall comply with all conditions of rights-of-way and permits.
- (E)8.2.10 TW Wireless's facilities shall be placed and maintained in accordance with the requirements and specifications of the current applicable standards of Bellcore Manual of Construction Standards, the National Electrical Code, the National Electrical Safety Code, and the rules and regulations of the Occupational Safety and Health Act, all of which are incorporated by reference, and any governing authority having jurisdiction. Where a difference in specifications exists, the more stringent shall apply. Failure to maintain facilities in accordance with the above requirements shall be cause for termination of the Order. USW's procedures governing its standard maintenance practices shall be made available upon request for public inspection at the appropriate USW premises. TW Wireless's standard maintenance practices for facilities shall be made available to USW upon request. TW Wireless shall in a timely manner comply with all requests from USW to bring its facilities into compliance with these terms and conditions.

- (E)8.2.11 If TW Wireless requests USW to replace or modify existing Poles/Innerduct to increase its strength or capacity for the sole benefit of TW Wireless, TW Wireless shall pay USW the total replacement cost, USW's cost to transfer its attachments to new Poles/Innerduct, as necessary, and the cost for removal (including destruction fees) of the replaced Poles/Innerduct, if necessary. Ownership of new Poles/Innerduct shall vest in USW. To the extent that a modification is incurred for the benefit of multiple parties, TW Wireless shall pay a proportionate share of the total cost based on the ratio of the amount of new space occupied by the facilities to the total amount of space occupied by all parties joining the modification. Modifications that occur in order to bring Poles/Innerduct into compliance with applicable safety or other requirements shall be deemed to be for the benefit of multiple parties and TW Wireless shall be responsible for its share of the modification cost.
- (E)8.2.12 Notification of modifications initiated by or on behalf of USW shall be provided to TW Wireless at least sixty (60) calendar days prior to beginning modifications. Such notification shall include a brief description of the nature and scope of the modification. If TW Wireless does not rearrange its facilities within sixty (60) days after receipt of written notice from USW requesting rearrangement, USW may perform or have performed such rearrangement and TW Wireless shall pay the cost thereof. No such notice shall be required in emergency situations or for routine maintenance of Poles/Innerduct.
- (E)8.2.13 USW reserves the right to make on-site/final construction, subsequent and periodic inspections of TW Wireless's facilities occupying the Poles/Innerduct system. TW Wireless shall reimburse USW for the cost of such inspections except where specified in this Section.
- (E)8.2.14 TW Wireless shall provide written notice to USW, in advance, of the locations where TW Wireless's plant is to be constructed. USW shall notify TW Wireless in writing of the date of the completion of the final construction inspection.
- (E)8.2.15 When final construction inspection by USW has been completed, TW Wireless shall correct such non-complying conditions within the period of time specified by USW in its written notice. If corrections are not completed within the specified period, occupancy authorizations for the Poles/Innerduct system where non-complying conditions remain uncorrected shall terminate forthwith, regardless of whether TW Wireless has energized the facilities occupying said Poles/Innerduct system and TW Wireless shall remove its facilities from said Poles/Innerduct in accordance with the provisions of this

Section. No further occupancy authorization shall be issued to TW Wireless until such non-complying conditions are corrected or until TW Wireless's facilities are removed from the Poles/Innerduct system where such non-complying conditions exist. If agreed between both Parties, USW shall perform or have performed such corrections and TW Wireless shall pay USW the cost of performing such work. Subsequent inspections to determine if appropriate corrective actions have been taken may be made by USW.

- (E)8.2.16 Once TW Wireless's facilities begin occupying the Poles/Innerduct system, USW may perform periodic inspections. USW shall bear the cost of such inspections unless the results of the inspection reveal any violation or hazard, or that TW Wireless has in any other way failed to comply with the provisions of this Agreement; in which case TW Wireless shall reimburse USW the costs of inspections and re-inspections, as required. TW Wireless's representative may accompany USW on such field inspections.
- (E)8.2.17 The costs of inspections made during construction and/or the final construction survey and subsequent inspection shall be billed to TW Wireless upon completion of the inspections. The cost of periodic inspection or any special inspections found necessary due to the existence of sub-standard or unauthorized occupancies shall be billed separately.
- (E)8.2.18 Final construction, subsequent, and periodic inspections or the failure to make such inspections, shall not impose any liability of any kind upon USW nor relieve TW Wireless of any responsibilities, obligations, or liability assigned under this Agreement.
- (E)8.2.19 Should USW under the provisions of this Agreement remove TW Wireless's facilities from the Poles/Innerduct covered by any Order, USW will deliver the facilities removed upon payment by TW Wireless of the cost of removal, storage and delivery, and all other amounts due USW. If TW Wireless removes facilities from Poles/Innerduct for other than repair or maintenance purposes, no replacement on the Poles/Innerduct shall be made until all outstanding charges due USW for previous occupancy have been paid in full. TW Wireless shall advise USW in writing as to the date on which the removal of facilities from the Poles/Innerduct has been completed.
- (E)8.2.20 If any facilities are found attached to Poles/Innerduct for which no Order is in effect, USW, without prejudice to its other rights or remedies under this Agreement, may assess a charge and TW Wireless agrees to pay a charge of \$200.00 per Pole/Innerduct run, plus payment as specified in this Section. TW Wireless is required to submit in writing, within ten (10) days after receipt of written notification from USW of the unauthorized occupancy, a

Poles/Innerduct application. If such application is not received by USW within the specified time period, TW Wireless will be required to remove its unauthorized facility within ten (10) days of the final date for submitting the required application, or USW may remove TW Wireless's facilities without liability, and the cost of such removal shall be borne by TW Wireless.

- (E)8.2.21 No act or failure to act by USW with regard to an unauthorized occupancy shall be deemed as the authorization of the occupancy. Any subsequently issued authorization shall not operate retroactively or constitute a waiver by USW of any of its right or privileges under this Agreement or otherwise. TW Wireless shall be subject to all liabilities of the Agreement in regard to said unauthorized occupancy from its inception.

(E)8.3 Rate Elements

- (E)8.3.1 Inquiry Fee - A non-refundable charge used to recover the costs associated with performing an internal record review to determine if a requested route and/or facility is available for lease.
- (E)8.3.2 Field Verification Fee - A non-refundable charge which recovers the field survey required for a site investigation and to determine the scope of any required make-ready work.
- (E)8.3.3 Make-Ready Work - A non-refundable charge which recovers the necessary work required to make the requested facility available for lease. For innerduct leases this could include, but is not limited to, the placing of innerduct in conduit/duct systems or core drilling of manholes. For pole attachment requests this could include, but is not limited to the replacement of poles to meet required clearances over roads or land.
- (E)8.3.4 Pole Attachment Fee - An annual fee which is charged for the occupancy of one (1) foot of pole space for a normal attachment on the side of the pole, or which is charged at two (2) times that rate for the occupancy of the pole top via a wireless antenna.
- (E)8.3.5 Innerduct Occupancy Fee - An annual fee which is charged for the occupancy of an innerduct on a per foot basis.

(E)8.4 Ordering

The Ordering Process has five (5) distinct steps:

- (E)8.4.1 Inquiry - TW Wireless will supply the General Information section of the USW Pole and Anchor Attachment and/or Innerduct Occupancy Form along with the Inquiry Fee.
- (E)8.4.2 USW will complete the inquiry review and prepare and return a Poles/Innerduct Permit Processing Costs Quotation (estimated

costs) to TW Wireless within ten (10) business days or within the time frames of the applicable federal or state law, rule or regulation. This time frame is applicable to the standard inquiry of one hundred (100) Poles or fewer, or thirty (30) Utility Holes sections or fewer. An Inquiry which exceeds the standard will have negotiated completion dates for the records review. The poles/Innerduct Permit Processing Costs quotation shall be valid for ninety (90) calendar days.

- (E)8.4.3 Request. Upon review and acceptance of the Cost Quotation and payment of the estimated costs, USW will provide the requested information which may or may not include the following: a review of public and internal right-of-way records for restrictions and to identify to TW Wireless what additional right of way permission is required; a field survey and site investigation of the Poles/Innerduct, including the preparation of distances and drawings, to determine availability on existing Poles/Innerduct; identification of Make-ready costs required from TW Wireless, if applicable, prior to installing its facilities; the schedule in which the Make-ready work will be completed, and the annual recurring prices associated with the attachment of facilities. Such work shall be completed within thirty-five (35) business days for a standard inquiry of One Hundred (100) Poles or less, or Thirty (30) Utility Hole sections or less, or as negotiated between USW and TW Wireless identified in the Cost Quotation.
- (E)8.4.4 The costs included in the Cost Quotation are used to cover the actual costs incurred by USW in determining if Poles/Innerduct space is available to meet TW Wireless's request; however, TW Wireless will be responsible for payment of the actual costs incurred if such costs exceed the estimate. If the actual costs are less than the estimate, an appropriate credit will be made towards the Poles/Innerduct Make-ready or nonrecurring fees. If USW denies the Poles/Innerduct request, USW shall do so in writing, specifying the reasons for denial along with all relevant evidence and supporting information and will also refund the difference between the costs incurred and those prepaid by TW Wireless, if any.
- (E)8.4.5 Upon completion of the work described above, USW shall provide TW Wireless a Poles/Innerduct Order containing estimated Make-ready costs, field survey drawings, annual recurring charges. Upon receipt of an accepted Poles/Innerduct Order from TW Wireless and applicable payment for the Make-ready fees identified, USW will assign TW Wireless's requested space and complete the Make-ready work which may be required. Unless USW is requested by TW Wireless to perform work associated with the attachment of facilities, USW will notify TW Wireless when Poles/Innerduct are ready for attachment of facilities.

(E)8.5 Billing

TW Wireless agrees to pay USW Poles/Innerduct usage fees ("Fees") as specified in the Order. Fees will be computed in compliance with applicable local, state and Federal guidelines. Such Fees will be assessed on an annual basis with a \$200.00 minimum per application. Annual Fees will be assessed as of January 1 of each year. Fees are not refundable except as expressly provided herein.

(E)8.6 Maintenance and Repair

In the event of any service outage affecting both USW and TW Wireless, repairs shall be effectuated on a nondiscriminatory priority basis as established by local, state or federal requirements, or where such requirements do not exist, repairs shall be made in the following order: electrical, telephone (local), telephone (long distance), and cable television, or as mutually agreed to by the users of the affected Poles/Innerduct.

(E)9. 8XX DATABASE QUERY SERVICE

(E)9.1 Description

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

(E)9.2 8XX Optional Features

- (E)9.2.1** POTS Translation - Delivers the ten-digit Plain Old Telephone Service (POTS) number to TW Wireless. To determine that the call originated as an 8XX number, the trunk group must be provisioned with Automatic Number Identification (ANI). ANI digit 24 will be delivered to the trunk group.
- (E)9.2.2** Call Handling and Destination Features - This will allow routing options by specifying a single carrier, multiple carriers, single termination or multiple terminations. Multiple terminations may require the POTS translation feature. Variable routing options are:

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

(E)9.3 Rate Elements

- (E)9.3.1 The recurring charges for 8XX Database Query Service, POTS Translation, and Call Handling and Destination Features are contained in Part G of this Agreement.
- (E)9.3.2 The rates for 8XX Database Query Service only apply to queries for local 8XX calls. Local calls are defined as 8XX calls where the calling party number and the terminating party number (the POTS number to which the 8XX number is translated) are in the same free calling area. For all other calls, reference existing interstate and intrastate access Tariffs.
- (E)9.3.3 A non-recurring Point Code Activation Charge will apply for TW Wireless to activate 8XX Database Query Service. This rate element is contained in the CCSAC/SS7 section of Part G.

(E)9.4 Ordering Process

TW Wireless shall order access to USW local STP (links and ports) prior to or in conjunction with 8XX Database Query Service.

(E)9.5 Technical Requirements

- (E)9.5.1 USW shall make USW's Toll Free Number Database available, through its STPs, for TW Wireless to query from TW Wireless's designated switch.
- (E)9.5.2 The Toll Free Number Database shall return carrier identification and, where applicable, the queried toll free number, translated numbers and instructions as it would in response to a query from a USW switch.

(E)9.6 Interface Requirements

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

(E)9.7 Technical References

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

- (E)9.7.1 GR-246-CORE, Bell Communications Research Specification of Signaling System Number 7, Issue 1 (Bellcore, December 199X);
- (E)9.7.2 GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and

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

- (E)9.7.3 GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service 6, Issue 1, Rev. 1 (Bellcore, October 1995);
- (E)9.7.4 GR-1149-CORE, OSSGR Section 10: System Interfaces, Issue 1 (Bellcore, October 1995) (Replaces TR-NWT-001149);
- (E)9.7.5 GR-1158-CORE, OSSGR Section 22.3: Line Information Database 6, Issue (Bellcore, October 1995); and
- (E)9.7.6 GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service (Bellcore, May 1995).

PART F- MISCELLANEOUS PROVISIONS

(F)1. NETWORK SECURITY

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

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

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

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

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

Proper use of tools, ladders, and test gear is the training responsibility of the employing Party.

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

- (F)1.1.10.4 Wear the identification/access card above the waist and visible at all times.
- (F)1.1.10.5 Ensure adherence by its employees, agents and vendors to all USW environmental health and safety regulations. This includes all fire/life safety matters, OSHA, EPA, Federal, State and local regulations, including evacuation plans and indoor air quality.
- (F)1.1.10.6 Secure and lock all doors and gates.
- (F)1.1.10.7 Report to USW all property and equipment losses immediately, any lost cards or keys, vandalism, unsecured conditions, security violations, anyone who is unauthorized to be in the work area or is not wearing the USW identification/access card.
- (F)1.1.11 TW Wireless's employees, agents and vendors will comply with USW Central Office fire and safety regulations, which include but are not limited to, wearing safety glasses in designated areas, keeping doors and aisles free and clean of trip hazards such as wire, checking ladders before moving, not leaving test equipment or tools on rolling ladders, not blocking doors open, providing safety straps and cones in installation areas, using electro-static discharge protection, and exercising good housekeeping.
- (F)1.1.12 Smoking is not allowed in USW buildings, Wire Centers, and all other USW facilities. No open flames shall be permitted anywhere within the buildings. Failure to abide by this restriction will result in immediate denial of access for that individual and will constitute a violation of the access rules, subjecting TW Wireless to denial of unescorted access.
- (F)1.1.13 No flammable or explosive fluids or materials are to be kept or used anywhere within the USW buildings or on the grounds.
- (F)1.1.14 No weapons of any type are allowed on USW premises. Vehicles on USW property are subject to this restriction as well.
- (F)1.1.15 TW Wireless's employees, agents or vendors may not make any modifications, alterations, additions or repairs to any space within the building or on the grounds.
- (F)1.1.16 Any USW employee may request TW Wireless's employee, agent or vendor to stop any work activity that in their reasonable judgment is a jeopardy to personal safety or poses a potential for damage to the building, equipment of services within the facility.

- (F)1.1.17 USW is not liable for any damage, theft or personal injury resulting from TW Wireless's employees, agents or vendors parking in a USW parking area.
- (F)1.1.18 TW Wireless's employees, agents or vendors outside the designated TW Wireless access area or without proper identification will be asked to vacate the premises and USW Security will be notified. Continued violations may result in termination of access privileges.
- (F)1.1.19 Building related problems may be referred to the USW Work Environment Centers:
- 800-879-3499 (CO, WY, AZ, NM)
800-201-7033 (all other USW states)
- (F)1.1.20 TW Wireless will submit a USW Collocation Access Application form for individuals needing to access USW facilities. TW Wireless and USW will meet to review applications and security requirements.
- (F)1.1.21 TW Wireless employees, agents and vendors will utilize only corridors, stairways and elevators that provide direct access to TW Wireless's space or the nearest restroom facility. Such access will be covered in orientation meetings. Access shall not be permitted to any other portions of the building.
- (F)1.1.22 TW Wireless will collect identification/access cards for any employees, agents or vendors no longer working on behalf of TW Wireless and forward them to USW Security. If cards or keys cannot be collected, TW Wireless will immediately notify USW at 800-210-8169.
- (F)1.1.23 TW Wireless will assist USW in validation and verification of identification of its employees, agents and vendors by providing a telephone contact available 7 - days a week, 24 - hours a day.
- (F)1.1.24 TW Wireless employees, agents and vendors will notify USW Service Assurance (800-713-3666) when gaining access into a Central Office after hours. Normal business hours are 7:00 a.m. to 5:00 p.m.
- (F)1.1.25 TW Wireless will notify USW if TW Wireless has information that its employee, agent or vendor poses a safety and/or security risk. USW may deny access to anyone who in the reasonable judgment of USW threatens the safety or security of facilities or personnel.

- (F)1.1.26 TW Wireless will supply to USW Security, and keep up to date, a list of its employees, agents and vendors who require access to TW Wireless's space. The list will include names and social security numbers. Names of employees, agents or vendors to be added to the list will be provided to USW Security, who will provide it to the appropriate USW personnel.
- (F)1.2 Revenue Protection - USW shall make available to TW Wireless all present and future fraud prevention or revenue protection features. These features include, but are not limited to screening codes, 900 and 976 numbers. USW shall additionally provide partitioned access to fraud prevention, detection and control functionality within pertinent Operations Support Systems which include but are not limited to LIDB Fraud monitoring systems.
- (F)1.3. Law Enforcement Interface - USW provides emergency assistance to 911 centers and law enforcement agencies seven days a week/twenty-four hours a day. Assistance includes, but is not limited to release of 911 trace and subscriber information; in-progress trace requests; establishing emergency trace equipment, release of information from an emergency trap/trace or *57 trace; requests for emergency subscriber information; assistance to law enforcement agencies in hostage/barricade situations, kidnappings, bomb threats, extortion/scams, runaways and life threats.
- (F)1.4 USW provides trap/trace, pen register and Title III assistance directly to law enforcement, if such assistance is directed by a court order. This service is provided during normal business hours, Monday through Friday. Exceptions are addressed in the above paragraph. The charges for these services will be billed directly to the law enforcement agency, without involvement of TW Wireless, for any lines service from USW Wire Centers or cross boxes.
- (F)1.5 In all cases involving telephone lines served from USW Wire Centers or cross boxes, whether the line is a resold line or part of an unbundled switch or Loop element, USW will perform trap/trace Title III and pen register assistance directly with law enforcement. TW Wireless will not be involved or notified of such actions, due to non-disclosure court order considerations, as well as timely response duties when law enforcement agencies are involved. Exceptions to the above will be those cases, as yet undetermined, where TW Wireless must participate due to technical reasons wherein its circuitry must be accessed or modified to comply with law enforcement, or for legal reasons that may evolve over time. TW Wireless will provide USW with a 24 - hour a day, 7 - days a week contact for processing such requests, should they occur.

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

USW has developed OSS interfaces using an electronic gateway solution consistent with the design prescribed by the FCC, Docket 96-98, FCC 96-325, paragraph 527. These gateways act as a mediation or control point between TW Wireless's and USW's Operations Systems. These gateways provide security for the interface, protecting the integrity of the USW network and its databases. USW's operational systems interfaces have been developed to support Pre-ordering, Ordering and Provisioning, Maintenance

and Repair and Billing. Included below is a description of the products and functions supported by USW OSS interfaces and the technology used by each.

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

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

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

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

(F)2.1.1.3 Functions

(F)2.1.1.3.1 Submit ASR

This transaction allows TW Wireless to submit the ASR.

(F)2.1.1.3.2 Firm Order Confirmation

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

(F)2.1.2 Facility Based EDI Listing Process

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

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

(F)2.2 Hours of Operation

USW Operational Support Systems will be available to TW Wireless consistent with the USW retail operations and internal processes that support pre-ordering.

ordering and provisioning, maintenance and repair, and billing as they are described in this Agreement.

(F)2.3 Billing

(F)2.3.1

For products billed out of the USW IABS system, USW will utilize the existing CABS/BOS format and technology for the transmission of bills.

(F)2.4 Outputs

(F)2.4.1

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

Paper
NDM
Diskette
Magnetic Tape

(F)2.4.2

Files and Reports

(F)2.4.2.1

Category 11 Records- These Exchange Message Records (EMR) provide mechanized record formats that can be used to exchange access and transit usage information between USW and TW Wireless. For transit traffic, the originating company is responsible to follow the EMR standard and to exchange records with both the transiting company and the terminating company, to facilitate the billing process to the originating network.

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

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

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

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

A charge will apply for Category 1101XX and 1150XX records sent by USW to TW Wireless in an EMR mechanized format. These records are used

to provide information necessary for TW Wireless to bill the originating carrier for jointly provided access services and 8XX database queries. The charge is for each record created and transmitted and is listed in Part G of this Agreement.

(F)2.5 Modifications to OSS Interfaces

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

(F)2.5.1 In the course of establishing operational ready system interfaces between USW and TW Wireless to support local service delivery, TW Wireless and USW may need to define and implement system interface specifications that are supplemental to existing standards. TW Wireless and USW will submit such specifications to the appropriate standards committee and will work towards its acceptance as a standard.

(F)2.5.2 Release updates will be based on regulatory obligations as dictated by the FCC or Commissions and, as time permits, the agreed to changes requested by the FORUM. USW will provide to TW Wireless the features list for modifications to the interface ninety (90) days prior to any release date. Specifications for interface modifications will be provided to TW Wireless three (3) weeks prior to the release date. TW Wireless is required to upgrade to the current release within six (6) months of the installation date.

(F)2.5.3 This Part G constitutes the entirety of the OSS agreement. Nothing beyond what is described herein, should be implied or inferred.

(F)2.6 TW Wireless Responsibilities for Implementation of OSS Interfaces

(F)2.6.1 Before any TW Wireless implementation can begin, TW Wireless must completely and accurately provide detailed information needed by USW to establish service for TW Wireless.

(F)2.7 LSP Systems Help Desk

(F)2.7.1 The LSP Systems Help Desk will provide a single point of entry for TW Wireless to gain assistance in areas involving connectivity and File Outputs. These areas are further described below:

(F)2.7.1.1 Connectivity

Connectivity covers trouble with TW Wireless's access to the USW System for modem configuration requirements; T1 configuration and dial in string requirements; firewall access configuration; SecurID configuration; Profile Setup and password verification.

(F)2.7.1.2 File Outputs

File outputs system errors are limited to IABS Bill and Category 11 Report.

(F)2.7.2 The LSP Systems Help Desk does not support status or trouble while the Service Order is processing through the ISC.

(F)2.7.3 Hours of Operation

The LSP Systems Help Desk is available Monday through Friday, 6:00 a.m. until 8:00 p.m. Mountain Time, excluding USW holidays.

(F)3. ACCESS TO TELEPHONE NUMBERS

(F)3.1 Nothing in this Agreement shall be construed in any manner to limit or otherwise adversely impact either Party's right to the request and assignment of any NANP number resources including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines published by the Industry Numbering Committee ("INC") as INC 95-0407-008, formerly ICCF 93-0729-010). The latest version of the Guidelines will be considered the current standard.

(F)3.2 The Parties will comply with code administration requirements as prescribed by the Federal Communications Commission, the Commission, and accepted industry guidelines.

(F)3.3 It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the Local Exchange Routing Guide (LERG) to recognize and route traffic to the other Party's assigned NXX codes. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities. The Parties will cooperate to establish procedures to ensure the timely activation of NXX assignments in their respective networks.

(F)3.4 Each Party shall be responsible for notifying its end users of any changes in numbering or dialing arrangements to include changes such as the introduction of new NPAs or new NXX codes.

- (F)3.5 Each Party is responsible for administering NXX codes assigned to it. Each Party is responsible for arranging LERG input for NXX codes assigned to its switches. Each Party shall use the LERG published by Bellcore or its successor for obtaining routing information and shall provide through an authorized LERG input agent, all required information regarding its network for maintaining the LERG in a timely manner.

(F)4. DIALING PARITY

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

(F)5. U S WEST DEX

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

(F)6. NOTICE OF CHANGES

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

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

(F)7. REFERRAL ANNOUNCEMENT

When an end user changes from USW to TW Wireless, or from TW Wireless to USW, and does not retain its original main/listed telephone number, the Party formerly providing service to the end user will provide a transfer of service announcement on the abandoned telephone number. Each Party will provide this referral service consistent with its Tariff. This announcement will provide details on the new number that must be dialed to reach this end user.

(F)8. MAINTENANCE AND REPAIR

(F)8.1 Service Levels

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

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

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

(F)8.2 Service interruptions

(F)8.2.1 The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not: 1) interfere with or impair service over any facilities of the other Party; its affiliated companies, or its connecting and concurring carriers involved in its services; 2) cause damage to their plant; 3) violate any applicable law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities; or 4) create hazards to the employees of either Party or to the public. Each of these requirements is hereinafter referred to as an "Impairment of Service".

(F)8.2.2 If it is confirmed that either Party is causing an Impairment of Service, as set forth in this Section, the Party whose network or service is being impaired (the "Impaired Party") shall promptly notify the Party causing the Impairment of Service (the "Impairing Party") of the nature and location of the problem. The Impaired Party shall advise the Impairing Party that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service. If the Impairing Party is unable to promptly remedy the Impairment of Service, the Impaired Party may temporarily discontinue use of the affected circuit, facility or equipment.

(F)8.2.3 To facilitate trouble reporting and to coordinate the repair of the service provided by each Party to the other under this Agreement, each Party shall designate a repair center for such service.

(F)8.2.4 Each Party shall furnish a trouble reporting telephone number for the designated repair center. This number shall give access to the location where records are normally located and where current status reports on any trouble reports are readily available. If necessary, alternative out-of-hours procedures shall be established to ensure access to a location that is staffed and has the authority to initiate corrective action.

(F)8.2.5 Before either Party reports a trouble condition, it shall use its best efforts to isolate the trouble to the other's facilities.

(F)8.2.5.1 In cases where a trouble condition affects a significant portion of the other's service, the Parties shall assign

the same priority provided to other interconnecting Co-Providers and itself.

(F)8.2.5.2 The Parties shall cooperate in isolating trouble conditions.

(F)8.3 Trouble Isolation

(F)8.3.1 Trouble Isolation Charges may be imposed by USW on TW Wireless for internal repair work incurred on behalf of TW Wireless and later found to be in TW Wireless network components.

(F)8.3.2 TW Wireless shall isolate the trouble condition to the USW network prior to reporting the condition to USW.

(F)8.4 Work Center Interfaces

(F)8.4.1 USW and TW Wireless shall work cooperatively to develop positive, close working relationships among corresponding work centers involved in the trouble resolution processes.

(F)8.5 Major Outages/Restoral/Notification

(F)8.5.1 USW will notify TW Wireless of major network outages as soon as is practical. This notification will be via e-mail to TW Wireless's identified contact. With the minor exception of certain proprietary information, USW will utilize the same thresholds and processes for external notification as it does for internal purposes. This major outage information will be sent via E-mail on the same frequency schedule as is provided internally within USW. Service restoration will be nondiscriminatory, and will be accomplished as quickly as possible according to USW and/or industry standards.

(F)8.5.2 TW Wireless will supply USW with the current e-mail address for purposes of receiving this notification.

(F)8.5.3 USW will meet with associated personnel from TW Wireless to share contact information and review USW's outage restoral processes and notification processes.

(F)8.5.4 USW's emergency restoration process operates on a 7X24 basis.

(F)8.6 Proactive Maintenance

(F)8.6.1 USW will perform scheduled maintenance equal in quality to that which it provides to itself.

(F)8.6.2 USW will work cooperatively with TW Wireless to develop industry-wide processes to provide as much notice as possible to TW Wireless of pending maintenance activity. Such process work will include establishment of reasonable thresholds and notification standards.

(F)8.7 Hours of Coverage

(F)8.7.1 USW's repair operation is seven days a week, 24 hours a day. Not all functions or locations are covered with scheduled employees on a 7X24 basis. Where such 7X24 coverage is not available USW's repair operations center (always available 7X24) can call-out technicians or other personnel required for the situation.

(F)8.8 Escalations

(F)8.8.1 USW will provide trouble escalation procedures to TW Wireless. Such procedures will be based on the processes USW employs for its own end users. USW escalations are manual processes.

(F)8.8.2 USW repair escalations begin with calls to the up-front trouble reporting centers.

(F)8.9 Dispatch

(F)8.9.1 USW will provide maintenance dispatch personnel on the same schedule as it provides for its own end users.

(F)8.9.2 Upon the receipt of a trouble report from TW Wireless, USW will do all that is reasonable and practical, according to internal and industry standards, to resolve the repair condition. It will be USW's decision whether or not to send a technician out on a dispatch. USW reserves the right to make this dispatch decision based on the best information available to it in the trouble resolution process. It is not always necessary to dispatch to resolve trouble; should TW Wireless require a dispatch when USW believes the dispatch is not necessary, appropriate charges will be billed by USW to TW Wireless for those dispatch-related costs.

(F)8.10 Jeopardy Management

(F)8.10.1 Notification to TW Wireless will be given as soon as USW becomes aware that a trouble report interval is likely to be missed.

(F)8.11 Trouble Screening

(F)8.11.1 TW Wireless shall screen and test its end user trouble reports completely enough to insure that it sends to USW only trouble reports that involve USW facilities.

(F)8.12 Maintenance Standards

(F)8.12.1 USW will cooperate with TW Wireless to meet the maintenance standards outlined in this Agreement.

(F)8.12.2 On TW Wireless reported trouble, USW will inform TW Wireless of repair completion as soon as is practical after its completion.

(F)8.13 Repair Call Handling

- (F)8.13.1 Manually-reported repair calls by TW Wireless to USW will be answered with the same quality and speed as USW answers calls from its own end users.
- (F)8.14 Single Point of Contact
 - (F)8.14.1 USW will provide a single point of contact for TW Wireless to report maintenance issues and trouble reports 24 hours a day, 7 days a week.
 - (F)8.14.2 For manually-reported trouble reports, a single 7X24 trouble reporting telephone number will be provided to TW Wireless for each category of trouble situation being encountered.
- (F)8.15 Maintenance Windows
 - (F)8.15.1 Generally, the maintenance window is between 10:00 p.m. through 6:00 a.m. Monday through Friday and Saturday 10:00 p.m. through Monday 6:00 a.m.
- (F)9. BONA FIDE REQUEST PROCESS**
 - (F)9.1 Any request for Interconnection or access to an unbundled Network Element that is not already available as described herein shall be treated as a Bona Fide Request (BFR). USW shall use the BFR Process to determine the terms and timetable for providing the requested Interconnection or access to UNEs, if available, and the technical feasibility of new/different points of Interconnection. USW will administer the BFR Process in a nondiscriminatory manner.
 - (F)9.2 A BFR shall be submitted in writing and on the appropriate USW form for BFRs. TW Wireless and USW will work together to prepare the BFR form. This form shall be accompanied by the non-refundable Processing Fee specified in Part G of this Agreement. The form will request, and TW Wireless will need to provide, at a minimum: (a) a technical description of each requested Network Element or new/different points of 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; (e) the quantity requested; (f) the specific location requested; (g) if the requested unbundled Network Element is a proprietary element as specified in Section 251(d)(2) of the Act, TW Wireless must submit documentation that demonstrates that access to such Network Element is necessary, that the failure to provide access to such Network Element would impair the ability of TW Wireless to provide the services that it seeks to offer, and that TW Wireless's ability to compete would be significantly impaired or thwarted without access to such requested proprietary element; and (h) if the requested unbundled Network Element is a non-proprietary element as specified in Section 251(d)(2) of the Act, TW Wireless must submit documentation that demonstrates that denial of access to such unbundled non-proprietary Network Element would decrease the quality or increase the cost of the service sought to be offered by TW Wireless.

- (F)9.3 Within fifteen (15) business days of its receipt, USW shall acknowledge receipt of the BFR and in such acknowledgment advise TW Wireless of missing information, if any, necessary to process the BFR. Thereafter, USW shall promptly advise TW Wireless of the need for any additional information required to complete the analysis of the BFR.
- (F)9.4 Within thirty (30) business days of its receipt of the BFR and all information necessary to process it, USW shall provide to TW Wireless a preliminary analysis of the BFR. The preliminary analysis shall specify USW's conclusions as to whether or not the requested Interconnection or access to an unbundled Network Element complies with the unbundling requirements set forth above.
 - (F)9.4.1 If USW determines during the thirty (30) day period that a BFR does not qualify as a Network Element or Interconnection that is required to be provided under the Act, USW shall advise TW Wireless as soon as reasonably possible of that fact, and USW shall promptly, but in no case later than ten (10) business days after making such a determination, provide a written report setting forth the basis for its conclusion.
 - (F)9.4.2 If USW determines during the thirty (30) day period that the BFR qualifies under the Act, it shall notify TW Wireless in writing of such determination within ten (10) business days.
 - (F)9.4.3 As soon as feasible, but in any case within ninety (90) business days after USW notifies TW Wireless that the BFR qualifies under the Act, USW shall provide to TW Wireless a BFR quote. The BFR quote 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 development costs and construction charges of the Interconnection or the Network Elements and any minimum volume and term commitments required.
- (F)9.5 If USW has indicated minimum volume and term commitments, then within thirty (30) business days of its receipt of the BFR quote, TW Wireless must either agree to purchase under those commitments, cancel its BFR, or seek mediation or arbitration.
- (F)9.6 If TW Wireless has agreed to minimum volume and term commitments under the preceding paragraph, TW Wireless may cancel the BFR or volume and term commitment at any time, but in the event of such cancellation TW Wireless will pay USW's reasonable development costs incurred in providing the Interconnection or Network Element, to the extent that those development costs are not otherwise amortized.
- (F)9.7 If either Party believes that the other Party is not requesting, negotiating or processing any BFR in good faith, or disputes a determination, or quoted price

or cost, it may seek arbitration pursuant to the Dispute Resolution provision of this Agreement.

(F)10. AUDIT PROCESS

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

- (F)10.1.1 Data used in the billing process for services performed, including reciprocal compensation, and facilities provided under this Agreement; and
- (F)10.1.2 Data relevant to provisioning and maintenance for services performed or facilities provided by either of the Parties for itself or others that are similar to the services performed or facilities provided under this Agreement for Interconnection or access to UNEs.

(F)10.2 The data referred to above shall be relevant to any performance standards that are adopted in connection with this Agreement, through negotiation, arbitration or otherwise. This Audit shall take place under the following conditions:

- (F)10.2.1 Either Party may request to perform an Audit.
- (F)10.2.2 The Audit shall occur upon thirty (30) business days written notice by the requesting Party to the non-requesting Party.
- (F)10.2.3 The Audit shall occur during normal business hours.
- (F)10.2.4 There shall be no more than two (2) Audits requested by each Party under this Agreement in any twelve (12) month period.
- (F)10.2.5 The requesting Party may review the non-requesting Party's records, books and documents, as may reasonably contain information relevant to the operation of this Agreement.
- (F)10.2.6 The location of the Audit shall be the location where the requested records, books and documents are retained in the normal course of business.
- (F)10.2.7 All transactions under this Agreement which are over twenty-four (24) months old will be considered accepted and no longer subject to Audit. The Parties agree to retain records of all transactions under this Agreement for at least twenty-four (24) months.
- (F)10.2.8 Each Party shall bear its own expenses occasioned by the Audit, provided that the expense of any special data collection shall be born by the requesting Party.
- (F)10.2.9 The Party requesting the Audit may request that an Audit be conducted by a mutually agreed-to independent auditor. Under this

circumstance, the costs of the independent auditor shall be paid for by the Party requesting the Audit.

(F)10.2.10 In the event that the non-requesting Party requests that the Audit be performed by an independent auditor, the Parties shall mutually agree to the selection of the independent auditor. Under this circumstance, the costs of the independent auditor shall be shared equally by the Parties.

(F)10.2.11 The Parties agree that if an Audit discloses error(s), the Party responsible for the error(s) shall, in a timely manner, undertake corrective action for such error(s). All errors not corrected within thirty (30) business days shall be escalated to the Vice-President level.

(F)10.3 All information received or reviewed by the requesting Party or the independent auditor in connection with the Audit is to be considered Proprietary Information as defined by this Agreement. The non-requesting Party reserves the right to require any non-employee who is involved directly or indirectly in any Audit or the resolution of its findings as described above to execute a nondisclosure agreement satisfactory to the non-requesting Party. To the extent an Audit involves access to information of other competitors, TW Wireless and USW 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.

(F)11. CONSTRUCTION CHARGES

(F)11.1 All rates, charges and initial service periods specified in this Agreement contemplate the provision of network Interconnection services and access to UNEs to the extent existing facilities are available. Except for modifications to existing facilities necessary to accommodate Interconnection and access to UNEs specifically provided for in this Agreement, USW will consider requests to build additional or further facilities for network Interconnection and access to UNEs as described in the applicable Section of this Agreement.

(F)11.2 All necessary construction will be undertaken at the discretion of USW, consistent with budgetary responsibilities, consideration for the impact on the general body of end users, and without discrimination among the various carriers.

(F)11.3 A quote for TW Wireless's portion of a specific job will be provided to TW Wireless. The quote will be in writing and will be binding for ninety (90) business days after the issue date. When accepted, TW Wireless will be billed the quoted price and construction will commence after receipt of payment. If TW Wireless chooses not to have USW construct the facilities, USW reserves

the right to bill TW Wireless for the expense incurred for producing the engineered job design.

- (F)11.4 In the event a construction charge is applicable, TW Wireless's service application date will become the date upon which USW receives the required payment.

(F)12. SERVICE PERFORMANCE

(F)12.1 General Provisions

- (F)12.1.1 USW and TW Wireless agree that, under the Act, USW is required to provide Type 2 Interconnection Trunks to TW Wireless and other Wireless Service Providers, for use as Telecommunications services, in a non-discriminatory manner. Accordingly, USW agrees to provide performance data to TW Wireless in a manner that will assist in making a determination of whether USW has provided services to TW Wireless in a non-discriminatory manner.
- (F)12.1.2 In no instance shall this Agreement be construed to require USW to provide superior levels of service to TW Wireless in comparison to the level of service which USW provides service to itself or its own customers.
- (F)12.1.3 TW Wireless agrees to measure its performance for the applicable performance indicators listed below in providing required reciprocal services to USW.
- (F)12.1.4 USW may wish to procure other services than those referred to above from TW Wireless. In such case, USW reserves the right to seek the applicable information regarding performance of TW Wireless in the same or similar manner as described in this Agreement.
- (F)12.1.5 As further specified in this Section, USW will provide results for the list of performance indicators identified for Interconnection Type 2 services.

(F)12.2 Performance Indicators

(F)12.2.1 Ordering and Provisioning Indicators

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

(F)12.2.2 Maintenance and Repair Indicators

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

(F)12.2.3 Operator Services/Directory Assistance Indicators

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

(F)12.2.4 Network Interconnection

Percent Final Trunk Groups Blockage
Average Final Trunk Group Utilization

(F)12.3 Performance Results

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

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

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

(F)12.6 Service Performance - Reported Events

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

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

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

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

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

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

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

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

(F)12.8 Delaying Events

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

A "Delaying Event" means:

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

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

(F)12.9 Records

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

(F)12.10 Joint Defense and Advocacy

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

(F)12.11 Cost Recovery

Each Party reserves the right to recover the cost associated with the creation of the above measures, indicators, and reports through a future proceeding before a regulatory body. Such a proceeding may address a wide range of implementation costs not otherwise recovered through charges established herein.

(F)13. NETWORK STANDARDS

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

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

said equipment does not pose a security, service or safety hazard to persons or property.

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

(F)13.3.1 Switching

GR-954-CORE LIDB
 GR-2863-CORE AIN
 GR-1428-CORE Toll Free Service
 GR-1432-CORE TCAP
 GR-905-CORE ISUP
 GR-1357-CORE Switched Fractional DS1
 GR-1298-CORE AIN Switching System Generic Requirements
 GR-1299-CORE AIN Service Control Point Adjunct Interface
 Generic Requirements
 TR-NWT-001284 AIN 0.1 Switching System Generic
 Requirements
 GR-905-CORE Common Channel Signaling Network Interface
 Specification
 GR-1432-CORE CCS Network Interface Specification Bellcore
 TR-TSY-000540, Issue 2R2
 GR-305-CORE
 GR-1429-CORE
 GR-2863-CORE
 FR-64 LATA LSSGR
 GR-334-CORE Switched Access Service
 TR-NWT-000335 Voice Grade Special Access Services
 TR-TSY-000529 Public LSSGR
 TR-NWT-000505 LSSGR Call Processing
 FR-NWT-000271 OSSGR
 TR-NWT-001156 OSSGR Subsystem
 SR-TSY-001171 System Reliability Analysis

(F)13.3.2 Transport

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

(F)13.3.3 Loops

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

(F)13.4 Interface
Bellcore Reference Documents GR-145-CORE and BR-795-403-100.

(F)13.5 The Parties will cooperate in the development of national standards for Interconnection elements as the competitive environment evolves. Recognizing that there are no current national standards for Interconnection network elements, USW has developed its own standards for some network elements, including:

USW Interconnection – Unbundled Loop #77384

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

Unbundled Dedicated Interoffice Transport - #77389

Competitive Local Exchange Carrier Installation/Removal Guidelines - #77390

(F)13.5 USW Technical Publications have been developed to support service offerings, inform end users and suppliers, and promote engineering consistency and deployment of developing technologies. For a complete listing and to place orders for USW Technical Publications, contact:

Faison Office Products Company
3251 Revere St., Suite 200
Aurora, CO 80011
800-777-3672
Fax - 303-340-1905

PART G – SOUTH DAKOTA RATES**Type 2 Wireless Interconnection**

(G)1	Trunks		USOC	Recurring	Nonrecurring
(G)1.1	2A Trunk - 4 wire Digital				
(G)1.1.1	2A 1 Way In (Land to Mobile)				
	Initial	MZV1X	N/A	\$78.19	
	Subsequent	M5Y1X	N/A	\$78.19	
(G)1.1.2	2A 1 Way Out (Mobile to Land)				
	Initial	MZV0X	N/A	\$78.19	
	Subsequent	M5Y0X	N/A	\$78.19	
(G)1.1.3	2A 2 Way				
	Initial	MZV2X	N/A	\$78.19	
	Subsequent	M5Y2X	N/A	\$78.19	
(G)1.2	2B Trunk - 4 wire Digital				
(G)1.2.1	2B 1 Way In (Land to Mobile)				
	Initial	MZW1X	N/A	\$78.19	
	Subsequent	M6Y1X	N/A	\$78.19	
(G)1.2.2	2B 1 Way Out (Mobile to Land)				
	Initial	MZW0X	N/A	\$78.19	
	Subsequent	M6Y0X	N/A	\$78.19	
(G)1.2.3	2B 2 Way				
	Initial	MZW2X	N/A	\$78.19	
	Subsequent	M6Y2X	N/A	\$78.19	
(G)1.3	Equal Access - 4 wire Digital				
(G)1.3.1	1 Way Out (Mobile to Land)				
	Initial	MYV0X	N/A	\$78.19	
	Subsequent	MYV0X	N/A	\$78.19	
(G)1.3.2	2 Way				
	Initial	MYV2X	N/A	\$78.19	
	Subsequent	MYV2X	N/A	\$78.19	
(G)1.4	2D - 4 Wire Digital - Operator				
	1 Way Out (Mobile to Land)				
	Initial	MZFOX	N/A	\$78.19	
	Subsequent	MZFOX	N/A	\$78.19	
(G)1.5	Trunk Routing Change -				
	Per Type 2 Trunk Group				
(G)1.5.1	2A Direct Final to Alternate Final	NRB2F	N/A	\$73.93	
(G)1.5.2	Type 2 Routing Translation Change	NRB2H	N/A	\$73.93	

Type 2 Wireless Interconnection

South Dakota Rates
Page 2

(G)2	Reciprocal Traffic Exchange	USOC	Recurring	Nonrecurring	
(G)2.1	Entrance Facilities				
(G)2.1.1	DS1	MF31X	\$96.87	\$480.83	
(G)2.1.2	DS3	MF33X	\$388.63	\$527.64	
(G)2.2	Direct Trunked Transport	USOC	Fixed	Per Mile	Non-recurring
(G)2.2.1	DSO 0 Miles	N/A	N/A	N/A	N/A
		N/A	N/A	N/A	N/A
	DSO Over 0 to 8 Miles	XU2T1	\$19.66	N/A	\$28.03
		JZ3TA	N/A	\$0.10	N/A
	DSO Over 8 to 25 Miles	XUWT2	\$19.64	N/A	\$28.03
		JZ3TB	N/A	\$0.14	N/A
	DSO Over 25 to 50 Miles	XUWT3	\$19.64	N/A	\$28.03
		JZ3TC	N/A	\$0.13	N/A
	DSO Over 50 Miles	XUWT4	\$19.66	N/A	\$28.03
		JZ3TD	N/A	\$0.08	N/A
(G)2.2.2	DS1 0 Miles	N/A	N/A	N/A	N/A
		N/A	N/A	N/A	N/A
	DS1 Over 0 to 8 Miles	XUWJ1	\$39.86	N/A	\$214.03
		JZ3JA	N/A	\$1.13	N/A
	DS1 Over 8 to 25 Miles	XUWJ2	\$39.87	N/A	\$214.03
		JZ3JB	N/A	\$2.15	N/A
	DS1 Over 25 to 50 Miles	XUWJ3	\$39.87	N/A	\$214.03
		JZ3JC	N/A	\$2.09	N/A
	DS1 Over 50 Miles	XUWJ4	\$39.86	N/A	\$214.03
		JZ3JD	N/A	\$1.44	N/A
(G)2.2.3	DS3 0 Miles	N/A	N/A	N/A	N/A
		N/A	N/A	N/A	N/A
	DS3 Over 0 to 8 Miles	XUWK1	\$270.95	N/A	\$214.03
		JZ3KA	N/A	\$12.50	N/A
	DS3 Over 8 to 25 Miles	XUWK2	\$271.31	N/A	\$214.03
		JZ3KB	N/A	\$12.95	N/A
	DS3 Over 25 to 50 Miles	XUWK3	\$271.52	N/A	\$214.03
		JZ3KC	N/A	\$11.80	N/A
	DS3 Over 50 Miles	XUWK4	\$279.80	N/A	\$214.03
		JZ3KD	N/A	\$28.76	N/A
			Recurring	Nonrecurring	
(G)2.2.4	Multiplexing, DS1 to DSO	MXG1X	\$207.83	\$288.64	
(G)2.2.5	Multiplexing, DS3 to DS1	MXG3X	\$219.52	\$295.51	
(G)2.3	Local Traffic				
(G)2.3.1	Call Termination		Per MOU		
	End office call termination,	N/A	\$0.0033340		
(G)2.3.2	Tandem Switched Transport				
(G)2.3.2.1	Tandem Switching, per MOU	N/A	\$0.0016760		
(G)2.3.2.2	Tandem Transmission, per MOU		Fixed	Per Mile	
	Over 0 to 8 Miles	N/A	\$0.0004100	\$0.0000120	
	Over 8 to 25 Miles	N/A	\$0.0004040	\$0.0000140	
	Over 25 to 50 Miles	N/A	\$0.0004060	\$0.0000140	
	Over 50 Miles	N/A	\$0.0004080	\$0.0000100	

Type 2 Wireless Interconnection

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(G)2.4	Transit Traffic	Per MOU
(G)2.4.1	Transit Local	\$0.0026260
(G)2.4.2	Transit toll	\$0.0031230
(G)2.5	Cancellation Charges	Applicable Access Tariff
(G)2.6	Expedite Charge	Applicable Access Tariff
(G)2.7	Construction Charges	Individual Case Basis(ICB)
(G)2.8	Jointly Provided Switched Access	Applicable Switched Access Tariff

(G)3	Local number Portability	Recurring	Nonrecurring
(G)3.1	LNP Queries	FCC Tariff #5	

(G)4	Directory Assistance		
(G)4.1	Regional Directory Assistance, Per Call	\$0.31	
(G)4.2	National Directory Assistance, Per Call	\$0.385	
(G)4.3	Custom Call Branding, setup and recording	Under Development	
(G)4.4	Call Completion, Per Call	Under Development	
(G)4.5	Call Completion Link, Per Call	Under Development	

(G)5	White Pages Directory Listings		
(G)5.1	Primary Listing	No Charge	
(G)5.2	Premium/Privacy Listing	General Exchange Tariff	

(G)6	Directory Assistance List Information		
(G)6.1	Initial Database Load, per Listing	\$0.05	
(G)6.2	Reload of Data Base, per Listing	20% discount off Initial Load	
(G)6.3	Daily Updates, per Listing	\$0.06	
(G)6.4	One-time Set Up Fee		\$64.06/hour
(G)6.5	Media Charges for File Delivery		
(G)6.5.1	Electronic transmission	\$0.002	
(G)6.5.2	Tapes (charges only apply if this is selected as the normal delivery medium for daily updates)	\$30/tape	
(G)6.5.3	Shipping Charges (for tape delivery)	Actual rate charged by carrier selected	

(G)7	Toll and Assistance Operator Services		
(G)7.1	Busy Line Verification, per call	\$0.72	
(G)7.2	Busy Line Verification Interrupt, per call	\$0.87	
(G)7.3	Operator Handled, per operator work second	\$0.0181	
(G)7.4	Machine Handled, per call	\$0.13	

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(G)8 Advanced Intelligent Network (AIN)		Recurring	Nonrecurring
(G)8.1	AIN Service Creation Environment	ICB	
(G)8.2	Access to AIN Operational Support Systems/Service Management	Under Development	
(G)8.3	AIN Query Processing, per query	Under Development	
(G)9 Line Information Database (LIDB)		Under Development	
(G)9.1	LIDB Storage		
(G)9.2	Line Validation Administration System Access (LVAS)		
(G)9.2.1	LIDB Line Record Initial Load		
(G)9.2.2	Mechanized Service Account Update, per addition or update		
(G)9.2.3	Individual Line Record Audit		
(G)9.2.4	Account Group Audit		
(G)9.2.5	Expedited Request Charge for Manual Updates		
(G)9.3	LIDB Query Service, per query		
(G)9.4	Fraud Alert Notification, per alert		
(G)10 Access to Poles, Ducts, Conduits, and Rights of Way		Recurring	Nonrecurring
(G)10.1	Inquiry Fee		\$114.00
(G)10.2	Field Verification Fee		ICB
(G)10.3	Make-Ready Work		ICB
(G)10.4	Pole Attachment Fee, per foot, per year	\$1.98	
(G)10.5	Innerduct Occupancy Fee, per foot, per year	\$2.26	
(G)11 8XX Database Query Service			
(G)11.1	Per Query	\$0.00117966	
(G)11.2	POTS Translation	\$0.00005115	
(G)11.3	Call Handling & Destination Feature	\$0.00004194	
(G)12 Bona Fide Request Process			
(G)12.1	Processing Fee		\$2,128.00
(G)13 Construction Charges		ICB	ICB
(G)14 Usage Record File, per record		\$0.0011	
(G)15 Category 11 Mechanized Record Charge, per record		\$0.0025	

Type 2 Wireless Interconnection

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(G)8 Advanced Intelligent Network (AIN)		Recurring	Nonrecurring
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(G)11 8XX Database Query Service			
(G)11.1	Per Query	\$0.00117966	
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Type 2 Wireless Interconnection

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Page 4

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(G)13 Construction Charges		ICB	ICB
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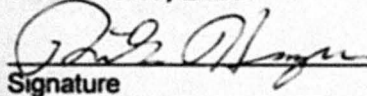
PART H - SIGNATURE

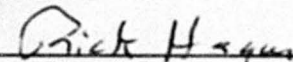
Entire Agreement

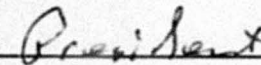
This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.

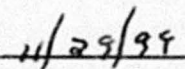
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

TW Wireless, L.L.C.*

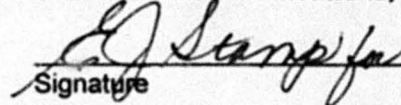

Signature


Name Printed/Typed


Title


Date

U S WEST Communications, Inc. *


Signature

Kathy Fleming
Name Printed/Typed

V.P. - Interconnection
Title

12/06/99
Date

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

South Dakota Public Utilities Commission
WEEKLY FILINGS
For the Period of December 23, 1999 through December 29, 1999

If you need a complete copy of a filing faxed, overnight expressed, or mailed to you, please contact
Delaine Kolbo within five business days of this filing.
Phone: 605-773-3705 Fax: 605-773-3809

CONSUMER COMPLAINTS

CT99-089 In the Matter of the Complaint filed by Kenneth Erickson, Watertown, South Dakota, against WiTel, Inc. and OLS, Inc. Regarding Unauthorized Switching of Services.

The Complainant alleges that OLS took his long distance service without authorization. The Complainant is asking that South Dakota laws and rules be applied to these issues.

Staff Analyst: Leni Healy
Staff Attorney: Karen Cremer
Date Received and Filed: 12/23/99
Intervention Date: N/A

CT99-090 In the Matter of the Complaint filed by James Melgaard, Pierre, South Dakota, against U S WEST Communications, Inc. and Sprint Communications Company L.P. Regarding Unauthorized Switching of Services.

The complainant states that an unauthorized switch was made from AT&T to Sprint. He has only used the VarTec dial around for interstate long distance calls. The complainant wants the calls to be re-rated to \$0.10 per minute plus taxes and a credit for all overcharges billed by Sprint and U S West. The complainant also requests a letter from U S West stating there will be no further billings by U S West or Sprint for interstate calls.

Staff Analyst: Michele Farris
Staff Attorney: Camron Hoseck
Date Received and Filed: 12/23/99
Intervention Date: NA

ELECTRIC

EL99-021 In the Matter of the Petition filed by Northern States Power Company for Approval of the Inclusion of Financial Incentives in its Fuel Clause.

On December 23, 1999, Northern States Power Company filed a petition seeking approval of the inclusion of the expenses of financial instruments and linked transactions as related to the purchase of energy to be recovered within the fuel adjustment clause.

Staff Analyst: Heather Fomey
Staff Attorney: Camron Hoseck
Date Filed: 12/23/99
Intervention Deadline: 01/14/2000

NATURAL GAS

NG99-010 In the Matter of the Filing by MidAmerican Energy Company for Approval of its 1999 Economic Development Report and its 2000 Economic Development Plan.

On December 29, 1999, the Commission received a filing from MidAmerican Energy Company of: (1) a report of its 1999 economic development activity as required by SD Public Utilities Commission Docket NG98-011; and (2) setting forth its 2000 economic development plan in accordance with the same docket.

Staff Analyst: Michele Farris
Staff Attorney: Karen Cremer
Date Filed: 12/29/99
Intervention Deadline: 01/14/2000

TELECOMMUNICATIONS

TC99-121 In the Matter of the Application of WebNet Communications, Inc. for a Certificate of Authority to Provide Telecommunications Services in South Dakota.

WebNet Communications, Inc. seeks a Certificate of Authority to provide resold intrastate interexchange telecommunications services. WebNet will provide service to commercial enterprises and residential customers. WebNet does not seek authority at this time to provide any form of operator services nor any service to payphones.

Staff Analyst: Keith Senger
Staff Attorney: Camron Hoseck
Date Filed: 12/23/99
Intervention Date: 01/14/2000

TC99-122 In the Matter of the Application of Adelphia Telecommunications, Inc. for a Certificate of Authority to Provide Telecommunications Services in South Dakota.

Adelphia Telecommunications, Inc. (Adelphia) seeks a Certificate of Authority to provide resold intrastate long distance telecommunication services. Adelphia intends to offer 1+ direct dialing long distance service, calling cards, international calling, "1-800/888" service, and prepaid calling cards.

Staff Analyst: Heather Forney
Staff Attorney: Karen Cremer
Date Filed: 12/23/99
Intervention Date: 01/14/2000

TC99-123 In the Matter of the Filing for Approval of a Type 2 Wireless Interconnection Agreement between U S WEST Communications, Inc. and TW Wireless, L.L.C.

On December 23, 1999, the Public Utilities Commission received an interconnection agreement between TW Wireless, L.L.C. and U S WEST Communications, Inc. for approval by the Commission. The agreement governs services for resale, certain unbundled network elements, ancillary functions and additional features to TW Wireless for TW Wireless' offering and provisioning of telecommunications services. The Agreement also sets forth the terms, conditions and prices under which the parties agree to interconnect and pay reciprocal compensation for the exchange of local traffic.

Any party wishing to comment on the agreement may do so by filing written comments with the Commission and the parties to the agreement no later than January 13, 2000. Parties to the agreement may file written responses to the comments no later than January 25, 2000.

Staff Attorney: Camron Hoseck
Date Filed: 12/23/99
Comments Due: 1/13/2000

TC99-124 In the Matter of the Application of BCGI Communications Corp. for a Certificate of Authority to Provide Telecommunications Services in South Dakota.

BCGI Communications Corp. seeks a Certificate of Authority to provide resold intrastate interexchange telecommunications services. BCGI proposes initially to provide prepaid calling card services only.

Staff Analyst: Keith Senger
Staff Attorney: Karen Cremer
Date Filed: 12/27/99
Intervention Date: 01/14/2000

TC99-125 In the Matter of the Filing for Approval of an Interconnection Agreement between U S WEST Communications, Inc. and Pathnet, Inc.

On December 29, 1999, the Public Utilities Commission received an interconnection agreement between Pathnet, Inc. and U S WEST Communications, Inc. for approval by the Commission. The agreement governs services for resale, certain unbundled network elements, ancillary functions and additional features to Pathnet, Inc. for the offering and provisioning of telecommunications services by Pathnet, Inc. The Agreement also sets forth the terms, conditions and prices under which the parties agree to interconnect and pay reciprocal compensation for the exchange of local traffic.

Any party wishing to comment on the agreement may do so by filing written comments with the Commission and the parties to the agreement no later than January 19, 2000. Parties to the agreement may file written responses to the comments no later than January 31, 2000.

Staff Attorney: Camron Hoseck
Date Filed: 12/29/99
Comments Due: 01/19/2000

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**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA**

IN THE MATTER OF THE FILING BY U S WEST)
COMMUNICATIONS, INC. FOR APPROVAL OF)
A TYPE 2 WIRELESS INTERCONNECTION)
AGREEMENT BETWEEN U S WEST)
COMMUNICATIONS, INC. AND TW WIRELESS,)
L.L.C.)

**ORDER APPROVING
AGREEMENT**

TC99-123

On December 23, 1999, U S WEST Communications, Inc. (U S WEST) filed for approval by the South Dakota Public Utilities Commission (Commission) a type 2 wireless interconnection agreement between TW Wireless, L.L.C. (TW) and U S WEST.

On December 30, 1999, 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 January 13, 2000, to do so. No comments were filed.

At its duly noticed February 2, 2000, meeting, the Commission considered whether to approve the agreement between U S WEST and TW. Commission Staff recommended its approval.

The Commission has jurisdiction over this matter pursuant to SDCL Chapter 49-31, and the Federal Telecommunications Act of 1996. In accordance with 47 U.S.C. § 252(e)(2), the Commission found that the agreement does not discriminate against a telecommunications carrier that is not a party to the agreement and the agreement is consistent with the public interest, convenience, and necessity. The Commission unanimously voted to approve the agreement. It is therefore

ORDERED, that the Commission approves the agreement.

Dated at Pierre, South Dakota, this 11th day of February, 2000.

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: *Nelaine Kebo*

Date: 2/11/00

(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

James A. Burg
JAMES A. BURG, Chairman

Pam Nelson
PAM NELSON, Commissioner

Laska Schoenfelder
LASKA SCHOENFELDER, Commissioner