

TC02-208

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In the Matter of — IN THE MATTER OF THE FILING FOR APPROVAL OF A TYPE 1 AND TYPE 2 PAGING CONNECTION SERVICE AGREEMENT BETWEEN QWEST CORPORATION AND WESTERN COMMUNICATIONS, INC.

Public Utilities Commission of the State of South Dakota

DATE	MEMORANDA
12/19/02	<i>Filed and docketed;</i>
12/26/02	<i>Weekly filing;</i>
1/28/03	<i>Order Approving Agreement;</i>
1/28/03	<i>Docket Closed.</i>

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December 18, 2002

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DEC 19 2002

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

Debra Elofson, Executive Director
Public Utilities Commission of the State of South Dakota
500 East Capitol Avenue
Pierre, SD 57501

Re: Type 1 and Type 2 Paging Connection Service Agreement between Qwest Corporation f/k/a U S WEST Communications, Inc. and Western Communications, Inc. for the State of South Dakota
Our File No. 2104.078

Dear Ms. Elofson:

Pursuant to ARSD 20:10:32:21 enclosed for filing are an original and ten (10) copies of the Type 1 and Type 2 Paging Connection Service Agreement between Qwest Corporation f/k/a U S WEST Communications, Inc. and Western Communications, Inc. for the State of South Dakota for approval by the Commission.

The Agreement is a negotiated agreement which sets forth the terms, conditions and prices under which Qwest will offer and provide to any requesting CLEC network interconnection, access to unbundled network elements, ancillary services and telecommunications services available for resale within the geographical areas in which Qwest is providing local exchange service at that time and for which Qwest is the incumbent local exchange carrier within the State of South Dakota for purposes of providing local telecommunications services.

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 the rules of the Federal Communications Commission and all disputes arising in South Dakota will be resolved by South Dakota law. Expedious approval of this Agreement will enable NOW to enter the local exchange market and provide customers with increased choices among local exchange services.

Debra Elofson, Executive Director
December 18, 2002
Page 2 of 2

Western has authorized Qwest to submit this Agreement on Western's behalf.

Sincerely yours,

BOYCE, MURPHY, MCDOWELL
& GREENFIELD, L.L.P.

Tom Welk

Thomas J. Welk

TJW/vjj
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TC02-208
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DEC 19 2002

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

**TYPE 1 and TYPE 2 PAGING CONNECTION
SERVICE AGREEMENT**

between

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

and

Western Communications, Inc.

State of South Dakota

**AGREEMENT NUMBER
CDS-020918-0005**

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TYPE 1 and Type 2 PAGING CONNECTION AGREEMENT

This Type 1 and Type 2 Paging Connection Service Agreement, is between Western Communications, Inc., a South Dakota corporation ("Western") and Qwest Corporation QWEST Communications, Inc. ("Qwest"), a Colorado corporation.

Western is licensed to provide paging services by the Federal Communications Commission ("FCC"). Qwest and Western both are engaged in providing telecommunications and other services and have agreed to connect their facilities for the purpose of delivering land to pager traffic.

WHEREAS, Western is a Commercial Mobile Radio Service provider under the Communications Act of 1934, as amended (the "Act") licensed by the Federal Communications Commission ("FCC");

WHEREAS, Qwest is an incumbent local exchange carrier ("ILEC");

NOW THEREFORE each Party, intending to be legally bound, hereby covenants and agrees as follows:

1. RESERVATION OF RIGHTS; CHANGES IN THE LAW

- 1.1. The Parties by entering into this Agreement reserve all rights and positions that they have taken, are taking, or will take in the future before any court or federal or state agency, with respect to: (a) whether CMRS carriers are entitled to terminating compensation for one-way paging traffic and the appropriate rate for any such compensation, (b) whether CMRS carriers are entitled to terminating compensation for one-way paging traffic at the same rate and on the same terms and conditions as other telecommunications traffic, (c) whether an ILEC is obligated to bear the costs of interconnection facilities to the extent they are used to deliver the ILEC's traffic to a CMRS carrier for Local Termination, and (d) the entitlement of a CMRS carrier to interconnection at prices comparable to the unbundled network element ("UNE") prices for equivalent services or facilities; (e) whether the government (federal or state) is liable to an ILEC for any unrecovered costs resulting from the above issues; and (f) any other position either Party may have relating to, arising out of, or in connection with (i) the Act and the FCC rules and Orders implementing or relating thereto; or (ii) any state law relating to telecommunications.
- 1.2. The Parties may have agreed to certain provisions in this Agreement, 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 the results of arbitrated decisions by the Commission which are currently being challenged by Qwest. To the extent the results of such arbitrations are changed by such challenges, the Parties shall incorporate the results of such challenges into this Agreement by amendment. To the extent that certain other of the

Existing Rules are changed or modified, and it reasonably appears that the Parties would have negotiated and agreed to different term(s), conditions(s), or covenant(s) than as contained herein had such change or modification been in existence before execution hereof, then this Agreement shall be amended to reflect such different term(s), condition(s), or covenant(s). 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 proceedings by the Commission for pricing, service standards, or other matters covered by this Agreement.

2. SCOPE OF AGREEMENT

2.1 This Agreement covers Type 1 and Type 2 Paging Connection Service which consists only of those one-way, intraLATA/intrastate, land-to-pager trunks, which deliver calls from Qwest's End Users to Western's POC. Upon Commission approval of this Agreement, Qwest shall provide these trunks to itself within the local calling area, without charge to the Western, except for the portion of facility charges for the delivery of third party traffic. These trunks shall receive all incoming paging calls at Qwest's Local Tandem, LATA Tandem, or Wire Center/End Office serving the geographic area in which Western's POC is located and shall deliver paging traffic to Western's POC(s). This Agreement includes all accompanying appendices and attachments.

2.1.1 Facilities for Delivery of Third Party Traffic

2.1.1.1 Qwest will deliver calls it receives for Western from a third party carrier to Western's POC over the same facilities and trunks used to deliver Qwest's End User originated paging traffic.

2.1.1.2 Western will be charged the rates listed on Appendix A for that portion of the facilities used to deliver Third Party Traffic.

2.1.2 Facilities for Delivery of Enhanced Services Traffic

This Agreement recognizes the unique status of traffic delivered to enhanced service providers. For purposes of this Agreement, Enhanced Services traffic, such as voice-mail, is not Compensable Traffic. Additionally, traffic originated by one Party, and delivered to the other Party, which in turn delivers the traffic to an Internet Service Provider (a) shall be deemed interstate in nature, (b) shall not qualify as Compensable Traffic under this Agreement, and (c) Qwest shall not be obligated to deliver such traffic to Western under this Agreement.

- 2.2 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 limit, 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.
- 2.3 Because Type 1 and Type 2 Paging Connection Service is provided by Qwest to Qwest, all orders for Type 1 and Type 2 Paging Connection Service are placed by Qwest at its sole discretion. Western is not authorized and shall not attempt to place orders to any telecommunications carrier for or on behalf of Qwest. Western agrees to pay Qwest for all telecommunications services it orders or requests on its own behalf from Qwest pursuant to applicable federal and state tariffs or separate written agreements.
- 2.4 Qwest will not permit its own End Users to use Type 1 Paging Connection Service to deliver traffic to Western's Enhanced Services operations, if any, where such Enhanced Services operations constitute Western's primary business. Western shall not assign numbers associated with Type 1 or Type 2 Paging Connection Service to its Enhanced Services operation that constitute a primary business.
- 2.5 This Agreement does not cover delivery of traffic from Western's network to Qwest's network. Should Western desire to deliver traffic to Qwest, the Parties shall negotiate in good faith a separate agreement for two way traffic exchange. However, such an agreement shall not supersede, amend or terminate this Agreement without the Parties' express written instruction.
- 2.6. Delivery of Paging Traffic
- 2.6.1. Qwest's Type 1 and Type 2 Paging Connection Service delivers paging traffic to the Western's POC(s) as identified in Appendix B.
- 2.6.2. Pursuant to joint planning as specified in the Forecasting section of this Agreement, Qwest alone shall determine all aspects and elements of the Type 1 and Type 2 Paging Connection Service facilities that it provides itself, including, but not limited to, design, location, quantities, distance, etc. Qwest shall base this determination on the minimum requirements specified by the Act, the FCC rules, as well technical and economic efficiency considerations, e.g., network requirements. Qwest shall monitor its usage on Type 1 and Type 2 Paging Connection Service and will reconfigure trunk groups as it deems necessary. Qwest reserves the right to review, revise or modify its Type 1 and Type 2 Paging Connection Service at any time for any lawful business reason. All

circuits and equipment provided by Qwest will always be wholly owned and operated by Qwest. Qwest agrees to establish and maintain facilities based on appropriate industry standards.

2.6.3. Notwithstanding the other provisions of this Agreement, Qwest agrees that it will not modify or revise existing facilities used to provide its Paging Connection Service for a period of ninety (90) days from the Effective Date of this Agreement.

2.6.4. Western's and Qwest's equipment and systems will be compatible, and will be consistent with normally accepted industry standards as defined in Telcordia Technical Reference GR-145-CORE entitled "Compatibility Information for Interconnection of a Wireless Services Provider and a Local Exchange Carrier Network".

2.6.4.1. Western will provide a voice intercept announcement or distinctive signals to the calling party when a call is directed to a number that is not assigned.

2.6.4.2. When Qwest is not able to complete calls because of malfunction, Qwest will provide proper voice announcement or distinctive signals to the calling party advising that the call cannot be completed.

2.6.4.3. Western and Qwest will provide supervisory tones or voice announcements to the calling party on all calls, consistent with standard industry practices.

2.6.4.4. Western shall provide a sufficient quantity of equipment ports to accommodate the number of trunks provided by Qwest.

2.6.5. Type 1 and Type 2 Paging Connection Service shall be provided upon Commission approval of this Agreement. Type 1 and Type 2 Paging Connection Service will be built in accordance with the specifications set forth in Telcordia GR-145-CORE.

2.6.6. Type 1 Paging Connection Service

2.6.6.1 Subject to Section 2.6.6.1.1, Paging Provider may designate new or additional POCs anywhere within the LATA.

2.6.6.1.1 Billing Demarcation Point:

2.6.6.1.1.1 The Billing Demarcation Point between Qwest's and Paging Provider's networks shall be located within the LATA at either

(i) 37.5 airline miles (60 miles in Washington) from the Qwest Serving Wire Center of the Paging Provider's Point of Connection where the facility is connected when such Serving Wire Center is located within the LATA and more than 37.5 airline miles from the Qwest End Office that houses the DID numbers, or (ii) at the Qwest Serving Wire Center of Paging Provider's Point of Connection when such Serving Wire Center is located within the LATA and less than 37.5 airline miles from the Qwest End Office that houses the DID numbers. Paging Provider is only responsible for recurring charges for Exempt Traffic between the Billing Demarcation Point and Paging Provider's Point of Connection. Such charges will be assessed pursuant to Appendix A, Section II.

2.6.6.1.1.2 When the Billing Demarcation Point is established at the 37.5 mile mark as described in 2.6.6.1.1.1(i) above, the Paging Provider shall pay only the recurring mileage based rates for the portion of the facility from the Billing Demarcation Point to the Qwest End Office that houses the DID numbers. Paging Provider shall not pay any portion of port charges, or other costs associated with such facilities. Such mileage charges will be assessed pursuant to Appendix A, Section II.

2.6.6.1.1.3 If Paging Provider has any Qwest provided, full NXX codes deployed using a Type 1 connection, Paging Provider will examine the possibility of converting these to a Type 2 Connection. If the Type 2 connection makes business sense in the market served, Paging

Provider will convert to a Type 2 connection within a reasonable period of time after the Approval Date hereof.

- 2.6.6.2 Western may utilize DID numbers located in a Qwest Wire Center/End Office within the EAS/Local Calling Area of the Western's POC. In cases where facilities extend beyond the EAS/Local Calling Area, Western must pay Qwest for Dedicated Transport pursuant to the applicable Qwest tariff from the Qwest Wire Center/End Office where the DID numbers reside to the Qwest Wire Center/End Office serving the Western's POC. Such service is not included in the Type 1 Paging Connection Service which Qwest provides itself and is beyond the scope of this Agreement.
- 2.6.7 Type 2 Paging Connection Service
 - 2.6.7.1 Within a LATA, Western may designate multiple POCs at which it wishes to receive paging traffic from Qwest. Each such POC shall receive traffic from the Qwest Local Tandem, LATA Tandem, or Wire Center/End Offices serving the geographic area in which the POC is located. Type 2 Paging Connection Service shall never extend beyond the boundaries of the geographic area of Qwest's Wire Center/End Office/Tandem serving Western's POC. Qwest shall not be responsible for providing, maintaining or paying for facilities used to connect Western POC(s) to Western's equipment or network.
 - 2.6.8. This Agreement is only for the delivery of land-to-pager traffic from Qwest to Western's POC and is not an undertaking by either Party to provide the services of the other.
 - 2.6.9. Any proposed post-installation changes of systems, operations or services which would materially affect the other Party's system, operation or services must be coordinated with the other Party by giving as much advance notice as is reasonable, and in no event in less than ninety (90) days, of the nature of the changes and when they will occur.
 - 2.6.9.1 Non recurring charges incurred due to Western's relocation or equipment change will be paid in advance by Western to Qwest.
 - 2.6.10. If the authorized service areas of Qwest or Western change, the

Parties agree to negotiate any necessary modifications to this Agreement in good faith.

3. DEFINITIONS

- 3.1. "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 Courts, FCC or competent regulatory bodies.
- 3.2. "Billing Demarcation Point" ("BDP") shall be the specified point on an interconnection facility where financial responsibility for the facility shifts from one party to this Agreement to the other party to this Agreement as contemplated by Section 2.6.4. There need be no physical demarcation of the Billing Demarcation Point.
- 3.3. "Calling Party Number" or "CPN" is a Common Channel Signaling ("CCS") parameter which refers to the number transmitted through a network identifying the calling party. Reference Telcordia Technical Pub. 77342.
- 3.4. "Central Office Switch" means a switch used to provide telecommunications services, and includes End Office Switches and Tandem Office Switches.
 - 3.4.1. "End Office Switches" which are used to terminate customer station loops for the purpose of interconnecting to each other and to trunks; and
 - 3.4.2. "Tandem Office Switches" are switches that are used to connect and switch trunk circuits between and among other End Office Switches. Access Tandems ("Access Tandems") exchange access traffic, Toll Tandems ("Toll Tandems") exchange intraLATA toll traffic and Local Tandems exchange EAS/Local traffic.
- 3.5. "Collocation" is an arrangement where space is provided in a Qwest Central Office for the placement of [Paging-Provider]'s transmission equipment to be used for the purpose of Interconnection with Qwest Unbundled Network Elements or Local Interconnection Service. Qwest offers four Collocation arrangements: Virtual Collocation, Physical Collocation, Cageless Physical Collocation and Interconnection Distribution Frame (ICDF) Collocation.
- 3.6. "Commercial Mobile Radio Service" ("CMRS") is a mobile service that is:
 - (a)(1) provided for profit; (2) an interconnected service; and (3) available to the public, or to such classes of eligible users as to be effectively available to a substantial portion of the public; or
 - (b) the functional equivalent of such a mobile service described in (a) above.

- 3.7. "Commission" means the state regulatory agency with lawful jurisdiction over telecommunications.
- 3.8. "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.
- 3.9. "Compensable Traffic" means the portion of all traffic delivered by Qwest to Western upon which terminating compensation is to be paid, if any, as set forth in Appendix A.
- 3.10. "Dial Tone Office" means the Qwest Central Office in which the DID numbers assigned to the Western are housed, which may be different than the Serving Wire Center.
- 3.11. "Digital Signal Level" means one of several transmission rates in the time division traffic aggregation hierarchy.
- 3.11.1. "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.
- 3.11.2. "Digital Signal Level 1" or "DS1" means the 1.544 MBPS first-level signal in the time-division traffic aggregation hierarchy. In the time-division traffic aggregation hierarchy of the telephone network, DS1 is the initial level of traffic aggregation.
- 3.11.3. "Digital Signal Level 3" or "DS3" means the 44.736 MBPS third-level signal in the time-division traffic aggregation hierarchy. In the time-division traffic aggregation hierarchy of the telephone network, DS3 is defined as the third-level of traffic aggregation.
- 3.12. "End User(s)" means a third-party (residence or business) that subscribes to Telecommunications Services provided by either of the Parties.
- 3.13. "Enhanced Services" are services offered over common Western transmission facilities used in communications, which employ computer processing applications that act on the format, content, code, protocol or similar aspects of the subscriber's transmitted information; provide the subscriber additional, different or restructured information; or involve subscriber interaction with stored information. Enhanced Services includes, but is not limited to, internet traffic and voicemail.
- 3.14. "FCC" means the Federal Communications Commission and any successor federal agency that performs the same or substantially the same regulatory functions.

- 3.15. "Interexchange Carrier" or "IXC" means a carrier that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services.
- 3.16. "InterLATA" is telecommunications between a point located in a LATA and a point located outside such LATA.
- 3.17. "IntraLATA" is telecommunications between two points located within a single LATA.
- 3.18. "IntraLATA Toll" is defined in accordance with Qwest's IntraLATA toll serving areas, as determined by the state Commission.
- 3.19. "LATA Tandem" will have the same meaning as "Toll Tandem" in the context of this Agreement.
- 3.20. "Local Access and Transport Area (LATA)" means a contiguous geographic area: (a) established before the date of enactment of the Telecommunications Act of 1996 by a Bell operating company such that no exchange area includes points within more than one metropolitan statistical area, consolidated metropolitan statistical area, or State, except as expressly permitted under the AT&T Consent Decree; or (b) established or modified by a Bell operating company after such date of enactment and approved by the FCC
- 3.21. "Local Calling Area" or "LCA" is a geographic area defined either by the MTA or the Qwest Extended Area Service (EAS) boundaries.
- 3.21.1. "MTA/Local" means the geographic area defined by the MTA within which Western provides CMRS services. 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.
- 3.21.2. "Extended Area Service (EAS)/Local Traffic" means the geographic area defined by the EAS boundaries as determined by the Commission and defined in Qwest's Local and/or General Exchange Service Tariff within which LEC customers may complete a landline call without incurring toll charges. Traffic rated and routed within the same EAS boundary is considered to be EAS/Local for purposes of this Agreement.
- 3.22. "Local Tandem" is a Qwest switching system that switches calls to and from end offices within the state Commission defined wireline Local Calling Area for call completion.
- 3.23. "MTA" or Major Trading Area" is a geographic area established in Rand McNally's Commercial Atlas and Marketing Guide, as modified and used by the FCC in defining CMRS license boundaries for CMRS providers for

purposes of Sections 251 and 252 of the Act.

- 3.24. "Network Access Channel" or "NAC" means the dedicated facility between the Western's POC and the Qwest Serving Wire Center. Channel is a DS0 level connection and Channel Facility is either a DS1 or DS3 level connection. NAC is also commonly referred to as an Entrance Facility.
- 3.25. "Non-Local" is traffic that is interMTA, roaming, and/or Switched Access traffic. For traffic delivered to Western, Non-Local includes all traffic carried by an IXC, traffic destined for Western's subscribers that are roaming in a different MTA, and all InterMTA/IntraLATA traffic.
- 3.26. "North American Numbering Plan" or "NANP" means the numbering plan used in the United States that also serves Canada, Bermuda, Puerto Rico and certain Caribbean Islands. The NANP format is a 10-digit number that consists of a 3-digit NPA code (commonly referred to as the area code), followed by a 3-digit NXX code and 4-digit line number.
- 3.27. "NXX" means the fourth, fifth and sixth digits of a ten-digit telephone number, and designates a Central Office Code
- 3.28. "Order" means any order, writ, injunction, decree, stipulation, decision, or award entered or rendered by the Commission or the FCC.
- 3.29. "Party" means either Qwest or Western and "Parties" means Qwest and Paging Provider.
- 3.30. "Point of Connection" or "POC" is the connection point(s) between Western and Qwest; the technical interface(s), test point(s) and point(s) for operational division of responsibility. Western must have at least one physical POC in each LATA, and within Qwest serving territory, where Western provides CMRS service. Additional POC's may be established as described in Section 5 of this Agreement.
- 3.31. "Rate Center" means the specific geographic point (the "Rating Point") and corresponding geographic area that are associated with one or more particular NPA-NXX codes that have been assigned to a telecommunications carrier. The geographic point is identified by a specific vertical and horizontal ("V & H") coordinate that is used, in conjunction with the V & H coordinate of other rate centers, by Qwest to calculate distance-sensitive rates for End User traffic.
- 3.32. "Serving Wire Center" (SWC) denotes the Qwest office from which dial tone for local exchange service will, absent special arrangements, be provided to Qwest End Users.
- 3.33. "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.

- 3.34. "Switched Access Traffic or InterLATA Toll Traffic" as specifically defined in Qwest's state and interstate switched access tariffs, enters the Qwest network at the IXC point of presence, and is delivered to the Western's paging terminal.
- 3.35. "Tariff" as used throughout this Agreement refers to Qwest interstate tariffs and state tariffs, price lists, price schedules and catalog, as listed on the website <http://tariffs.uswest.com/>, and service agreements, as further identified in Appendix A.
- 3.36. "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.
- 3.37. "Third Party Traffic" means both Transit Traffic and Non-Local Traffic.
- 3.38. "Traffic Type" is the characterization of traffic as "local" (local includes EAS), "toll" traffic outside of the incumbent local exchange carrier's Local Calling Area established by the applicable tariffs, or Transit Traffic as defined below.
- 3.39. "Transit Traffic" is traffic that originates with a telecommunications carrier other than Qwest that transits Qwest's network and is delivered to the Western's POC. The sending and receiving parties are not End Users of Qwest, the transiting tandem telecommunications carrier.
- 3.40. "Trunk Group" is a set of trunks of common routing origin and destination and which serve a like purpose or function.
- 3.41. "V and H Coordinate" means vertical and horizontal geographical cross points on a map used to determine distance.
- 3.42. "Wire Center" denotes a building or space within a building, that serves as an aggregation point on a given Western'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. A Serving Wire Center typically serves a specific geographic area.
- 3.43. "Wireless Service Request" or "WSR" means the standard forms and supporting documentation used for requesting Wireless Services. The WSR will be used to request trunking and facilities between Western and Qwest for Wireless Interconnection Service.

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

4. PAGING TRAFFIC

4.1. Scope

4.1.1. Traffic exchange covered by this Agreement is for one-way paging service only. Other services are covered by separate contract, tariff or price lists.

4.1.2. Type 1 Paging Service is a one-way final route trunk group between Qwest's Serving Wire Center, or in some circumstances the Dial Tone Office, and Westerns' POC(s).

4.1.2.1. Qwest provides the following: the transmission medium; signaling and supervision. Maintenance and restoral are provided as detailed in the applicable sections of the state tariffs. Restoral is subject to the terms of the Telecommunications Service Priority System (TSP) for National Security and Emergency Preparedness Telecommunication (FCC #1, Section 10.8.1D).

4.1.3. Type 2 Service is a one-way intraLATA/intrastate final route Trunk Group between Qwest's Local and LATA/Toll Tandems (Type 2A) and End Office Switches (Type 2B) and a Western's Point of Connection (POC). Each Type 2 Paging Service arrangement requires connection to both the Qwest Local and LATA/Toll Tandems which serve the Rate Center assigned to the Western's NNX. Additionally, when traffic volumes to an end office reach 512 centum call seconds (ccs), a Type 2B high use trunk group will be required to that end office. When a Local Tandem is not available to provide Type 2A Local trunks, a Type 2B Full Group connection to each End Office within the EAS/Local Calling Area is required Qwest and Western shall utilize out of band signaling where technically feasible for both Parties. Type 2A and 2B Services are defined in the following paragraphs.

4.1.3.1. Type 2A Paging Service is a one-way intraLATA final route trunk group between Qwest's Local and LATA/Toll Tandem switches and Westerns' POC(s).

4.1.3.1.1. The Type 2A Local Service connects a Qwest Local Tandem to a Western's POC and delivers traffic from NXXs served by the end offices subtending the Local Tandem to the Western.

4.1.3.1.2. The Type 2A LATA/Toll Tandem Service

connects Qwest LATA/Toll Tandem to a Western's POC, and delivers traffic from the subtending End Offices to the Toll Tandem.

4.1.3.2. Wireless Type 2B High Use Service

The Type 2B High Use Service is a direct, one-way trunk group connection between Western's POC and a Qwest end office, within the same LATA, with overflow traffic routed over an associated Type 2A trunk group to the Qwest 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.

4.1.3.2.1. Pursuant to joint planning as specified in the Forecasting section of this Agreement, Qwest will require a Type 2B dedicated (i.e., direct) one-way Primary High Use trunk group from the Western POC directly to the Qwest end office. Type 2B High Use Service is based on forecasted or actual traffic at Western's busy hour in centum call seconds (ccs), where there is a DS1's worth of traffic (512 ccs) between Western's POC and a Qwest end office. During peak busy hours, an associated Type 2A local trunk group accepts overflow traffic from the 2B High Use group.

4.1.3.3. Wireless Type 2B Full Group Service

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

4.1.3.3.1. A Type 2B Full Group connection is required to each End Office in the EAS/Local Calling Area when a Qwest Local Tandem is not available. These connections are in addition to the connection to the Qwest Toll/LATA Tandem which serves the Rate Center assigned to the Western's NNX.

4.2. Types of Traffic

4.2.1. The traffic types Qwest will deliver to Western under this Agreement include:

4.2.1.1. EAS/Local as defined in this Agreement.

4.2.1.2. IntraLATA Toll as defined in this Agreement.

4.2.1.3. Transit Traffic as defined in this Agreement

4.2.1.4. Non-Local traffic as defined in this Agreement.

4.3. Rate Structure - Type 1

The Western will be billed standard recurring and non-recurring rates for the portion of the Qwest facilities used to deliver Third Party Traffic, pursuant to the percentages and rates specified in Appendix A.

4.3.1. Connection from Serving Wire Center

Applicable rate elements for digital service include channel and channel facility, connectivity and dial outpulsing. Applicable rate elements for analog service include channel, connectivity and dial outpulsing. See Billing Parameters for further definitions. The digital option is available only where Qwest facilities exist, or where the Western agrees to pay Special Construction to build necessary facilities.

4.3.2. Connection to Distant Dial Tone Office

4.3.2.1. Dedicated Transport

Applicable rate elements include dedicated transport and channel performance. When the Serving Wire Center is not the Dial Tone Office, Dedicated Transport is the transmission path for the switched traffic from Qwest's Foreign Central Office to Qwest's Serving Wire Center. The digital option is available only where Qwest facilities exist, or where the Western agrees to pay Special Construction to build necessary facilities.

4.3.2.2. Traffic Aggregation

Traffic aggregation options are available.

4.4. Rate Structure - Type 2

The Western will be billed recurring and non-recurring rates for the portion of the Qwest facilities used to deliver Third Party Traffic, pursuant to the percentages and rates specified in Appendix A.

4.4.1. Connection from Serving Wire Center

Applicable rate elements include channel and channel facility. See Billing Parameters for further definitions.

4.4.2. Connection to Tandem or End Office

4.4.2.1. Dedicated Transport

When the Serving Wire Center of Western's POC is not collocated with the Local and LATA/Toll Tandems (for 2A Paging Service) or the End Office (for 2B Paging Service), Dedicated Transport rate elements will apply.

4.4.2.2. Traffic Aggregation

Traffic aggregation options are available.

4.5 Billing Parameters

4.5.1. Channel - DS0 level. Connection to Western's Point of Connection from the Serving Wire Center. Non-recurring charges and monthly rates apply to two-wire analog and four-wire analog. Non-recurring charges apply to four-wire digital. Monthly charges do not apply to four-wire digital.

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

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

4.5.4. Channel Performance. Conditioning to extend signaling on a two-wire analog channel when there is dedicated transport.

4.5.5. Dedicated Transport.

4.5.5.1. With Type 1 Service, when the Serving Wire Center is not the Dial Tone Office, Dedicated Transport is the transmission path for the switched traffic from Qwest's distant Central Office to Qwest's Serving Wire Center.

4.5.5.2. With Type 2 Service, if the Serving Wire Center is not the Qwest Local or LATA/Toll Tandem, or the Type2B End Office dedicated transport extends the channels/channel facility from the tandem/end office to the Serving Wire Center. The interoffice facilities can be at a DS0, DS1 or DS3 level. Dedicated transport has non-recurring charges and monthly charges on a fixed basis, and monthly charges on a per mile basis.

4.5.6. Traffic Aggregation.

Traffic aggregation performed at a Qwest End Office enables a DS1 Channel Facility or DS1 Dedicated Transport to be connected to a DS0 Dedicated Transport System. A DS3 Channel Facility or DS3 Dedicated Transport will be multiplexed down to a DS1 level in order to connect with the digital switch.

4.5.7. DID Numbers

DID numbers are billed a non-recurring charge pursuant to the applicable Tariff.

4.6. Miscellaneous Charges

The following charges/procedures found in Section 2, 5, or 12 of the State Access Tariff are applicable to Type 1 and Type 2 Paging Connection Services and will be charged at 100% of the current Tariff rate. DS1 and DS3 level service will follow charges/procedures in the Private Line Tariff; DS0 level service will follow charges/procedures in the Switched Access tariff.

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

4.7. Equipment Interface

It is the Western's responsibility to advise Qwest of the equipment interface to be used at Western's POC. The technical requirements for the equipment interface must be selected from those specified in Appendix B. Available equipment interfaces specified in Appendix B are defined in Telcordia Reference Documents GR-145 - CORE & BR-795-403-100.

4.8. Cooperative Testing

During installation, integrity testing, and ongoing maintenance activities, the Parties will cooperate to ensure the integrity of the connection. Qwest and Western will each do such maintenance testing and inspection of their own equipment as may be necessary.

4.9. New or Changes to Paging Connection Service; Forecasting

4.9.1. Western may submit a request for Type 1 or Type 2 Paging Connection Service. When requesting Type 1 or Type 2 Paging Connection Service, Western shall specify on the Wireless Service Request: 1) the type and number of channels and channel facilities; 2) the Common Language Location Identifier (CLLI) codes associated with the POC and the Qwest Tandem or End Office; 3) and when applicable, the Wire Center where the traffic aggregation is performed.

4.9.2. Qwest will evaluate the request in accordance with Section 2.6.2. of this Agreement. Qwest shall advise Western of the analysis of the request. The analysis shall specify Qwest's conclusions as to whether or not the service request shall be provisioned as requested.

4.9.3. Forecasting

4.9.3.1. Either Party shall, at the request of the other Party, participate in joint planning sessions at quarterly intervals. The Western shall complete the appropriate POC Forecast Form(s) attached as Appendix B, for each POC and for each different equipment interface within each POC. Although Western is required to complete a POC Forecast form(s), such forecasts are not deemed to be orders for or reservation of Qwest telecommunications services. Qwest may use Western's forecasts and any other sources of data which Qwest independently selects and obtains to help determine the design and configuration of Type 1 and Type 2 Paging Connection Service. Information included in the POC forecast form is for Qwest's planning purposes only. Western must complete the first POC Forecast form(s) prior to execution

of this Agreement. Thereafter, Western must complete and send Qwest updated POC Forecast form(s) quarterly. If Qwest does not receive an updated form with a new forecast each quarter, then Qwest will rely on the last form received.

- 4.9.3.2 Western shall submit to Qwest a description of anticipated major network projects that could affect Qwest; at a minimum, the Western will provide at least ninety (90) days advance written notice of the nature of the changes and when the change(s) will occur. Major network projects include: shifts in anticipated traffic patterns or other activities that would result in a significant increase or decrease in traffic. These projects shall also include, but are not limited to, issues of equipment types and network capacity, usage, and location. Western shall attach the above information to the updated POC Forecast form(s) as appropriate.

4.10. Mileage Measurement

- 4.10.1. Where required, the mileage measurement for Type 1 dedicated transport is measured from the V&H coordinates of the Qwest Dial Tone Office to the V&H of the Qwest Serving Wire Center.
- 4.10.2. Where required, the mileage measurement for Type 2 Service facilities and trunks is measured from the V&H coordinates of the Qwest Local or LATA/Toll Tandem or End Office to the V&H coordinates of the Qwest Serving Wire Center.

5. INTERCONNECTION FACILITIES

5.1 Methods of Interconnection

The location of the POC will determine the method of interconnection. The following arrangements for interconnection are available: (1) Network Access Channel; (2) Collocation; (3) Mid-Span Meet facilities.

5.1.1. Network Access Channel

- 5.1.1.1. A NAC facility extends from the Serving Wire Center of Qwest to the Western's POC location. NAC facilities may not extend beyond the area served by Qwest's Serving Wire Center. A NAC must always be provisioned with Type 1 and Type 2 Service for connection, identification, and billing purposes.

- 5.1.1.2. The digital option for NAC is available only where

technically feasible or where Western agrees to pay Construction Charges to build necessary facilities.

5.1.2. Mid-Span Meet POI

A Mid-Span Meet POI is a negotiated point of connection, limited to the joining of facilities between Qwest's switch and the Western's paging terminal. Mid-Span Meet POI may be accomplished by the Parties through the negotiation of a separate Agreement. The actual physical point of connection and facilities used will be subject to negotiations between the Parties. Each Party will be responsible for its portion of the build to the Mid-Span Meet POI.

5.1.3. Collocation

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

5.2. Quality of Interconnection

Qwest will provision Paging Connection Service facilities in accordance with current industry standards.

6. COMPENSATION FOR DELIVERY OF QWEST ORIGINATED TRAFFIC

6.1. Qwest will pay Paging Provider for the transport and termination of Compensable Traffic as set forth in Appendix A.

6.1.1 The compensation to Western will be based on an assumed 6,000 minutes of use ("MOUs") per trunk per billing period. Either Party may adjust the MOUs one time during the term of this Agreement based on the average of three consecutive months of actual data. If the Parties do not agree on the adjusted MOUs, the provisions of the Dispute Resolution section shall apply. Total paging messages shall be converted to MOUs as follows: 1) the number of messages will be aggregated at the end of the billing period by trunk group, 2) the aggregated number of messages will be multiplied by the average hold time in seconds and divided by 60 (to convert to minutes) and 3) the result rounded to the nearest whole minute. In the absence of actual hold time data, it will be assumed that average hold time per paging message is 20 seconds.

6.1.2 If the traffic data indicates an under utilization of the installed trunks, Qwest may reduce the number of trunks assigned to Western.

- 6.2. Western will issue a direct bill to Qwest for the transport and termination of Compensable Traffic based on the sample invoice in Appendix C. This sample invoice shall also display any additional requirements agreed upon by both Parties.
- 6.2.1 The Parties will exchange billing contacts and telephone numbers.
 - 6.2.2 The invoices will include identification of the monthly bill period, which will be the first through the last day of the prior calendar month.
 - 6.2.3 Paging Provider will bill Qwest by state.
 - 6.2.4 Paging Provider will assign an Invoice Number and/or Billing Account Number.
 - 6.2.5 Paging Provider 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).
 - 6.2.6 The rendered bill will include a summary of charges and total amounts due.
 - 6.2.7 Charges incurred during the bill period will be reflected on the next bill. Minute of use ("MOU") rates will be displayed for all charges.
 - 6.2.8 Invoice will include all adjustments, credits, debits and payments.
 - 6.2.9 Invoice will include all applicable taxes and surcharges. Paging Provider will calculate, bill, collect and remit applicable taxes and surcharges to the appropriate authorities.
 - 6.2.10 Paging Provider's invoices to Qwest, will be provided on paper, unless a mechanized format is mutually agreed upon.
- 6.3 Billing disputes will be resolved through the Dispute Resolution provisions of this Agreement.

7. UNBUNDLED NETWORK ELEMENT

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

8. SERVICE IMPAIRMENT

- 8.1. 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 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". Each Party shall use its best efforts to isolate a trouble condition(s) to the other's facilities before reporting trouble to the other Party.

- 8.2. If either Party causes an impairment of service, as set forth in this Section, the Party (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.
- 8.3. When a Party reports trouble to the other Party, and no trouble is found in the other Party's equipment, the reporting Party will be responsible for payment of service maintenance charges as specified in Qwest's Intrastate Switched Access Tariff or state-specific pricing catalogue, as appropriate, for the period of time from when the other Party's personnel are dispatched to when the work is completed. Failure of the Other Party's personnel to find trouble in its service will not result in a charge if the trouble is actually in that service, but not discovered at that time.
- 8.4. No out-of-service credit will apply for the interruption involved if the service maintenance charge applies as a result of the trouble not being in Qwest's equipment, but is, in fact, a result of a failure in the equipment or service of Western.
- 8.5. To facilitate trouble reporting and to coordinate the repair of the service provided by each Party to the other under this Agreement, each Party shall designate a Trouble Reporting Control Office (TRCO) and a toll free telephone number for such service.

Qwest's TRCO number is (800) 784-3414
Western's TRCO number is (605) 342-7885

This number shall give access to the location where facility records are normally located and where current status reports on any trouble reports are readily available.

- 8.6. Where new facilities, services and arrangements are installed, the TRCO

shall ensure that continuity exists and take appropriate transmission measurements before advising the other Party that the new circuit is ready for service.

- 8.7. Each Party shall use its best efforts to isolate a trouble condition(s) to the other's facilities before reporting trouble to the other Party.

9. COLLOCATION

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.

10. ACCESS TO TELEPHONE NUMBERS

10.1 Number Resources Arrangements.

- 10.1.1. 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.
- 10.1.2. 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.
- 10.1.3. Western may request blocks of telephone numbers from Qwest. Such blocks of telephone numbers will be assigned to the Western from an NXX housed in the Qwest Dial Tone Office. This will usually be the Serving Wire Center of the Western's paging terminal location. In the event sufficient numbers are not available to meet the Western's two year forecast, a new NXX, if practicable, will be assigned to the Dial Tone Office from which numbers will be allocated. All numbers are assigned and administered by Qwest. The Western performs sub-administration (assigning specific numbers to individual subscribers).
- 10.1.4. It shall be the responsibility of each Party to program and update its own 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.

- 10.1.5. 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 equipment. Each Party shall use the LERG published by Telcordia or its successor for obtaining routing information and shall provide through an authorized LERG input agent, all required information regarding its network for maintaining the LERG in a timely manner.

11. QWEST DEX ISSUES

Qwest and Western agree that certain issues, such as yellow page advertising, directory distribution, access to call guide pages, yellow page listings, will be the subject of negotiations between Western and directory publishers, including Qwest Dex. Qwest acknowledges that Western may request Qwest to facilitate discussions between Western and Qwest Dex.

12. TERM OF AGREEMENT

- 12.1 This Agreement shall become effective upon Commission approval, pursuant to Sections 251 and 252 of the Act, shall terminate on the 30th of September 2004 and shall be binding upon the Parties during that term. After the date specified above, this Agreement shall continue in force and effect until terminated by either Party providing one hundred sixty (160) days written notice of termination to the other Party. The day the notice is served will determine the starting point for a 160 day negotiation period (in accordance with 252(b)1 of the Act). In the event of such termination, existing or pending service arrangements made available under this Agreement shall continue in total without interruption under either a) a new or adoption agreement executed by the Parties, or b) tariff terms and conditions generally available to all Paging Providers.

- 12.1.1 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.

- 12.1.2 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 agreement. In the case of Section 12.1.1, 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 agreement.

13. PAYMENT

- 13.1. Amounts payable under this Agreement are due and payable within thirty (30) calendar days after the date of Qwest's invoice, or within twenty (20) days after receipt of the invoice, whichever is later. If the normal payment due date is a Saturday or legal holiday that falls on a Tuesday, Wednesday, Thursday or Friday then payment is due on the previous business day as a payment due date. If the normal payment due date is a Sunday or legal holiday that falls on a Monday then the payment defaults to the next business day.
- 13.2. Should Western dispute, in good faith, any portion of the Qwest monthly billing under this Agreement, Western will notify Qwest in writing within thirty (30) calendar days of the receipt of such billing, identifying the amount, reason and rationale of such dispute. Western shall pay all amounts due. Both Western and Qwest agree to expedite the investigation of any disputed amounts in an effort to resolve and settle the dispute prior to initiating any other rights or remedies. Should the dispute be resolved in Western's favor and the resolved amount did not appear as a credit on Western's next invoice from Qwest, Qwest will reimburse Western 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.
- 13.3. Qwest will determine Western's credit status based on previous payment history with Qwest or credit reports such as Dun and Bradstreet. If Western has not established satisfactory credit with Qwest or if Western is repeatedly delinquent in making its payments, Qwest may require a deposit to be held as security for the payment of charges. "Repeatedly delinquent" means any payment received after the due date three or more times during a 12 month period. The deposit may not exceed the estimated total monthly charges for a two (2) month period. The deposit may be a surety bond, a letter of credit with terms and conditions acceptable to Qwest 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.
- 13.4. 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 Western's account or refunded, as appropriate, upon the earlier of the termination of this Agreement or the establishment of satisfactory credit with Qwest which will generally be one full year of

timely payments in full by Western. The fact that a deposit has been made does not relieve Western from any requirements of this Agreement.

- 13.5. Qwest may review Western's credit standing and modify the amount of deposit required.
- 13.6. Qwest will assess a late payment charge for any amounts not paid by the payment due date. The late payment charge for amounts that are billed under this Agreement shall be in accordance with State Access tariff/Commission Rules and Orders.

14. MISCELLANEOUS TERMS

14.1. General Provisions

- 14.1.1. The Parties are each solely responsible for participation in and compliance with national network plans, including the National Network Security Plan and Emergency Preparedness Plan.
- 14.1.2. Neither Party shall use any service related to or use any of the services provided in this Agreement in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other carriers or to either Party's 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.
- 14.1.3. Each Party is solely responsible for the services it provides to its End Users and to other telecommunications carriers.
- 14.1.4. The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.
- 14.1.5. 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.

14.2 Insurance

Western shall maintain at its own cost and expense insurance, with

insurers having a "Best's" rating of B+XIII, as necessary to cover the obligations assumed under this Agreement and as satisfactory to Qwest as outlined below.

- 14.2.1 Commercial General Liability covering claims for bodily injury, death, personal injury or property damage with limits of \$500,000 each occurrence and \$1,000,000 in the aggregate. The policy shall name Qwest as an additional insured as respects their interest.
- 14.2.2 Automobile Liability, should operations hereunder involve use of automobiles, covering the ownership, operation and maintenance of all owned, non-owned and hired automobiles with limits of \$300,000 each occurrence.
- 14.2.3 Workers' Compensation with statutory limits as required in the state(s) operation and Employers' Liability or "Stop Gap" coverage with limits of \$100,000 each accident.
- 14.2.4 "All Risk" Property coverage on a full replacement cost basis insuring all of Western personal property situated on or within the premises. Western may elect to purchase business interruption and contingent business interruption insurance. Qwest has no liability for loss of profit or revenues should an interruption of service occur.
- 14.2.5 Upon the execution hereof, Western 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 Qwest as an additional insured under commercial general liability coverage as respects Qwest's interests; (2) provide Qwest 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 Qwest; and (4) policy(s) provide severability of interest/cross liability coverage.

14.3. 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 net income. Whenever possible, these amounts shall be billed

as a separate item on the invoice. To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Until such time as a resale tax exemption certificate is provided, no exemptions will be applied.

14.4. 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.

14.5. Limitation of Liability

14.5.1 Except for losses relating to or arising out of any act or omission in its performance of services or functions provided under this Agreement, each Party shall be liable to the other for direct damages for any loss, defect or equipment failure including without limitation any penalty, reparation or liquidated damages assessed by the Commission or under a Commission-ordered agreement (including without limitation penalties or liquidated damages assessed as a result of cable cuts), resulting from the causing Party's conduct or the conduct of its agents or contractors in performing the obligations contained in this Agreement.

14.5.2 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.

- 14.5.3 Except for indemnity obligations or as otherwise set forth in this Section, 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 services or functions provided under 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.
- 14.5.4 Nothing contained in this Section shall limit either Party's liability to the other for intentional, malicious misconduct.
- 14.5.5 Nothing contained in this Section shall limit either Party's obligations of indemnification as specified in the Indemnity Section of this Agreement.

14.6. Indemnity

- 14.6.1 With respect to third party claims, the Parties agree to indemnify each other as follows:

- 14.6.1.1 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.

- 14.6.1.2 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.

14.6.1.3 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.

14.6.2 The indemnification provided herein shall be conditioned upon:

14.6.2.1 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.

14.6.2.2 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.

14.6.2.3 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.

14.7. Intellectual Property

14.7.1 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.

14.7.2 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.

- 14.7.3 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.
- 14.7.4 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.
- 14.7.5 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.

- 14.7.6 Western acknowledges the value of the marks "Qwest" and "Qwest" (the "Marks") and the goodwill associated therewith and acknowledges that such goodwill is a property right belonging to Qwest Communications International, Inc. (the "Owner"). Western recognizes that nothing contained in this Agreement is intended as an assignment or grant to Western 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. Western 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 Owner. Western will not adopt, use (other than as authorized herein), register or seek to register any marks 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 Owner. The Owner makes no warranties regarding ownership of any rights in or the validity of the Marks.

14.8. 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.

14.9. Assignment

- 14.9.1 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 Western's assignee or transferee has an Interconnection agreement with Qwest, no assignment or transfer of this Agreement shall be effective without the prior written consent of Qwest. 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.

14.9.2 Without limiting the generality of the foregoing subsection, any merger, dissolution, consolidation or other reorganization of Western, or any sale, transfer, pledge or other disposition by Western of securities representing more than 50% of the securities entitled to vote in an election of Western's board of directors or other similar governing body, or any sale, transfer, pledge or other disposition by Western of substantially all of its assets, shall be deemed a transfer of control. If any entity, other than Western, involved in such merger, dissolution, consolidation, reorganization, sale, transfer, pledge or other disposition of Western has an interconnection agreement with Qwest, 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.

14.9.3 Qwest makes no representations or warranties regarding the configuration, identity, or number of telephone exchanges covered by this Agreement. Nothing in this Agreement, therefore, shall be deemed to limit or restrict the right of Qwest to sell, lease, transfer, assign, or hypothecate any of its assets, rights, title or interests in or to any of its property or rights, including but not limited to the telephone exchange(s) in which it conducts its business. Likewise nothing in this Agreement shall be deemed to limit or restrict the right of Qwest to acquire, buy, procure, lease, or mortgage any assets, rights, title, or interest in or to any property or rights, including but not limited to the telephone exchange(s) in which it conducts its business. If Qwest should sell or otherwise transfer and assign to an unaffiliated third party all or substantially all of its assets and rights with respect to a telephone exchange(s) which is covered by this Agreement, then as to such exchange(s), this Agreement shall terminate upon the effective date of such sale or other transfer. Qwest shall provide Western with as much advance notice of such sale or transfer as is reasonably possible.

14.10. 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.

14.11. 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.

14.12. Nondisclosure

14.12.1. 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.

14.12.2. Upon request by the disclosing Party, the receiving Party shall return all tangible copies of Proprietary Information, whether written, graphic or otherwise, except that the receiving Party

may retain one copy for archival purposes.

14.12.3. Each Party shall endeavor to keep all of the other Party's Proprietary Information confidential using the same degree of care as the receiving Party uses for its own confidential information of similar importance and shall use the other Party's Proprietary Information only in connection with performance of 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.

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

14.12.4.1. 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

14.12.4.2. is or becomes publicly known through no wrongful act of the receiving Party; or

14.12.4.3. 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

14.12.4.4. 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

14.12.4.5. is disclosed to a third person by the disclosing Party without similar restrictions on such third person's rights; or

14.12.4.6. is approved for release by written authorization of the disclosing Party; or

14.12.4.7. 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.

- 14.12.5. 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.
- 14.12.6. Effective Date of this Section. Notwithstanding any other provision of this Agreement, the Proprietary Information provisions of this Agreement shall apply to all Proprietary 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.

14.13. 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.

14.14. Dispute Resolution

- 14.14.1 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.
- 14.14.2 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.

- 14.14.3 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).
- 14.14.4 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.
- 14.14.5 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.

14.15. Controlling Law

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

14.16. 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.

14.17. 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.

14.18. Notices

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

Qwest Corporation
Director – Compliance
1801 California Street, Suite 2410
Denver, Colorado 80202

Western Communications, Inc.
Michael A. Lees, President
3106 South Highway 79
Rapid City, South Dakota 57701

With a copy to:
Qwest Legal Department
Attention General Counsel
1801 California Street, Suite 5100
Denver, Colorado 80202

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

14.19. 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.

14.20. 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.

14.21. 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, Western practice, Qwest practice, any publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated into this Agreement, it will be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successors) of such document that is in effect, and will include the most recent version or edition (including any amendments, supplements, addenda, or successors) of each document incorporated by reference in such a technical reference, technical publication, Western practice, Qwest practice, or publication of industry standards. The existing configuration of either Party's network may not be in immediate compliance with the latest release of applicable referenced documents.

14.22. 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.

14.23. Amendment

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

14.24. 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.

14.25. Headings of No Force or Effect

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

14.26. 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.

14.27. Compliance

Each Party shall comply with all applicable federal, state, and local laws, rules and regulations applicable to its performance under this Agreement. Without limiting the foregoing, Qwest and Western 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.

14.28. 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.

14.29 Cooperation

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

billing and in reasonably resolving issues which result from such implementation on a timely basis.

14.30. Availability of Other Agreements

With regard to the availability of other agreements, the Parties agree that the provisions of Section 252(i) of the Act shall apply, including state and federal, Commission and court interpretive regulations and decisions in effect from time to time.

14.31. 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.

15. BONA FIDE REQUEST

- 15.1. 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). Qwest 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. Qwest will administer the BFR Process in a nondiscriminatory manner.
- 15.2. A BFR shall be submitted in writing and on the appropriate Qwest form for BFRs. Western and Qwest will work together to prepare the BFR form. This form shall be accompanied by the non-refundable Processing Fee specified in Appendix A of this Agreement. The form will request, and Western 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, Western 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 Western to provide the services that it seeks to offer, and that Western'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, Western 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 Western.

- 15.3. Within fifteen (15) business days of its receipt, Qwest shall acknowledge receipt of the BFR and in such acknowledgment advise Western of missing information, if any, necessary to process the BFR. Thereafter, Qwest shall promptly advise Western of the need for any additional information required to complete the analysis of the BFR.
- 15.4. Within thirty (30) business days of its receipt of the BFR and all information necessary to process it, Qwest shall provide to Western a preliminary analysis of the BFR. The preliminary analysis shall specify Qwest's conclusions as to whether or not the requested Interconnection or access to an unbundled Network Element complies with the unbundling requirements set forth above.
 - 15.4.1. If Qwest 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, Qwest shall advise Western as soon as reasonably possible of that fact, and Qwest shall promptly, but in no case later than ten business days after making such a determination, provide a written report setting forth the basis for its conclusion.
 - 15.4.2. If Qwest determines during the thirty (30) day period that the BFR qualifies under the Act, it shall notify Western in writing of such determination within ten (10) business days.
 - 15.4.3. As soon as feasible, but in any case within ninety (90) business days after Qwest notifies Western that the BFR qualifies under the Act, Qwest shall provide to Western 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.
- 15.5. If Qwest has indicated minimum volume and term commitments, then within thirty (30) business days of its receipt of the BFR quote, Western must either agree to purchase under those commitments, cancel its BFR, or seek mediation or arbitration.
- 15.6. If Western has agreed to minimum volume and term commitments under the preceding paragraph, Western may cancel the BFR or volume and term commitment at any time, but in the event of such cancellation Western will pay Qwest's reasonable development costs incurred in providing the Interconnection or Network Element, to the extent that those development costs are not otherwise amortized.

- 15.7 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.

16. CONSTRUCTION CHARGES

- 16.1. 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, Qwest 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.
- 16.2. All necessary construction will be undertaken at the discretion of Qwest, consistent with budgetary responsibilities, consideration for the impact on the general body of End Users, and without discrimination among the various carriers.
- 16.3. A quote for Western's portion of a specific job will be provided to Western. The quote will be in writing and will be binding for ninety (90) business days after the issue date. When accepted, Western will be billed the quoted price and construction will commence after receipt of payment. If Western chooses not to have Qwest construct the facilities, Qwest reserves the right to bill Western for the expense incurred for producing the engineered job design.
- 16.4. In the event a construction charge is applicable, Western's service application date will become the date upon which Qwest receives the required payment.

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

Western Communications, Inc. *



Signature

Michael A. Lees

Name Printed/Typed

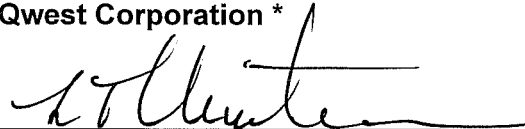
President

Title

Nov 1, 2002

Date

Qwest Corporation *



Signature

L.T. Christensen

Name Printed/Typed

Directory - Business Policy

Title

11/14/02

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.**

APPENDIX A - Rates and Charges

1. FACILITY CHARGES

- A. Western shall be obligated to pay for the portion of the facilities used to deliver Third Party Traffic as set forth below. The payment shall be calculated by multiplying the specified rate by the Third Party Traffic percentage. Twenty-six percent (26%) of all traffic delivered by Qwest to Western under this Agreement shall be deemed Third Party Traffic.
- B. 100% of the Non recurring charges incurred due to Western relocation or equipment change will be paid

2. COMPENSATION FOR DELIVERY OF Qwest ORIGINATED TRAFFIC

- A. Flat Rate per Trunk: Pursuant to Section 6, Qwest will compensate Western on a monthly basis at a flat rate per trunk for delivery of Qwest originated traffic as follows:
 - Type 1: 6,000 MOU per trunk times Compensable Traffic percentage times \$.001 times trunk quantity
 - Type 2: 6,000 MOU per trunk times Compensable Traffic percentage times \$0.003334 times trunk quantity
- B. Flat Rate per Trunk: Pursuant to Section 6, upon establishment of an actual three (3) month average Minutes of Use (MOU) per trunk group type, Qwest will compensate Western on a monthly basis at a flat rate per trunk for delivery of Qwest originated traffic as follows:
 - Type 1: Average MOU per trunk times Compensable Traffic percentage times \$.001 times trunk quantity
 - Type 2: Average MOU per trunk times Compensable Traffic percentage times \$0.003334 times trunk quantity
- C. The Compensable Traffic percentage shall be calculated as follows:
Compensable Traffic percentage equals one minus Third Party Traffic percentage.

3. BFR PROCESSING FEE

Pursuant to Section 15, Bona Fide Request, Qwest shall apply a fee of Two Thousand, One Hundred and Twenty Eight Dollars (\$2128.00) for processing each Bona Fide Request submitted by Western.

SCHEDULE 1
Type 1 and Type 2 Paging Connection Rates
APPENDIX A - SCHEDULE 1
SOUTH DAKOTA TYPE 1 TELRIC RATES

PAGE 1 – SOUTH DAKOTA TYPE 1 TELRIC RATES

DESCRIPTION	USOC	NON- RECURRING	RECURRING
NETWORK ACCESS CHANNEL - NAC			
Analog 2-wire Channels: 1-way in (land to mobile)	MTZ1X	\$261.35	\$31.77
Analog 4-wire Channels: 1-way in (land to mobile)	MTJ1X	\$261.35	\$74.77
2-way	MTJCX	\$261.35	\$74.77
4-wire Digital Channels: 1-way in (land to mobile)	M4W1X	\$78.19	N/A
DIGITAL FACILITY			
DS1 Level	MF31X	\$480.83	\$96.87
CONNECTIVITY			
Analog (Per analog channel)	CK6AX	N/A	\$21.99
DS1 Level (Per DS1 Facility)	CK61X	N/A	\$51.12
-per DS1 Activated on a DS3 Facility	CK61X	N/A	\$51.12
DIAL OUTPUTSING			
Per each one-way-in (land to mobile) or two-way channel:			
-Analog 2-wire	OUPAX	\$179.04	N/A
-Analog 4-wire or Digital	OUPAX	\$179.04	N/A
MULTIPLEXING			
DS1 to DS0	MXG1X	\$288.64	\$207.83
CHANNEL PERFORMANCE			
Loop Start	PM2GG	N/A	\$6.98
Ground Start	PM2HG	N/A	\$5.14
Loop with Reverse Battery	PM2JG	N/A	\$4.06

PAGE 2 – SOUTH DAKOTA TYPE 1 TELRIC RATES

DESCRIPTION	USOC	NON-RECURRING	RECURRING
DEDICATED TRANSPORT			
Analog/DSO			
Over 0 to 8 Miles			
Fixed:	XUWH1	\$28.03	\$19.66
Per Mile	JZ3HA	N/A	\$0.10
Over 8 to 25 Miles			
Fixed	XUWH2	\$28.03	\$19.64
Per Mile	JZ3HB	N/A	\$0.14
Over 25 to 50 Miles			
Fixed	XUWH3	\$28.03	\$19.64
Per Mile	JZ3HC	N/A	\$0.13
Over 50 Miles			
Fixed	XUWH4	\$28.03	\$19.66
Per Mile	JZ3HD	N/A	\$0.08
DS1 Level			
Over 0 to 8 Miles			
Fixed:	XUWJ1	\$214.03	\$39.86
Per Mile	JZ3JA	N/A	\$1.13
Over 8 to 25 Miles			
Fixed	XUWJ2	\$214.03	\$39.87
Per Mile	JZ3JB	N/A	\$2.15
Over 25 to 50 Miles			
Fixed	XUWJ3	\$214.03	\$39.87
Per Mile	JZ3JC	N/A	\$2.09
Over 50 Miles			
Fixed	XUWJ4	\$214.03	\$39.86
Per Mile	JZ3JD	N/A	\$1.44

APPENDIX A - SCHEDULE 1
SOUTH DAKOTA TYPE 2 TELRIC RATES

PAGE 1 – SOUTH DAKOTA TYPE 2 TELRIC RATES

DESCRIPTION	USOC	NON RECURRING	MONTHLY
CHANNEL			
(Network Access Channel- NAC)			
<u>2 wire Analog (trunk side termination)</u>			
2A-1 way in (Paging)	P231X	\$261.35	\$31.77
<u>4 wire Analog (trunk side termination)</u>			
2A-1 way in (Paging)	P431X	\$261.35	\$60.28
<u>4 wire Digital (trunk side termination)</u>			
TYPE 2A			
2A-1 way in (Paging)			
- Initial	P4Y1X	\$78.19	N/A
- Subsequent	P4Y1X	\$78.19	N/A
Channel Facility-DS1 Level	MF31X	\$480.83	\$96.87
Channel Facility-DS3 Level	MF33X	\$527.64	\$388.63

PAGE 2 – SOUTH DAKOTA TYPE 2 TELRIC RATES

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

PAGE 3 – SOUTH DAKOTA TYPE 2 TELRIC RATES

DESCRIPTION	USOC	NON RECURRING	MONTHLY
DS3 Level			
<u>over 0 to 8 Miles</u>			
-fixed	XUWK1	\$214.03	\$270.95
-per mile	JZ3KA	N/A	\$12.50
<u>over 8 to 25 Miles</u>			
-fixed	XUWK2	\$214.03	\$271.31
-per mile	JZ3KB	N/A	\$12.95
<u>over 25 to 50 Miles</u>			
-fixed	XUWK3	\$214.03	\$271.52
-per mile	JZ3KC	N/A	\$11.80
<u>over 50 Miles</u>			
-fixed	XUWK4	\$214.03	\$279.80
-per mile	JZ3KD	N/A	\$28.76
CHANNEL PERFORMANCE	PM2JG	N/A	\$4.06
Loop with Reverse Battery applies only when there is Dedicated Transport on Analog 2-Wire NAC			
MULTIPLEXING			
per DS1 to DS0 Multiplexer	MXG1X	\$288.64	\$207.83
per DS3 to DS1 Multiplexer	MXG3X	\$295.51	\$219.52

**APPENDIX B - TYPE 1 PAGING CONNECTION SERVICE
QUARTERLY POC FORECAST FORM**

**-- THIS IS NOT AN ORDER FORM --
THIS IS A TWO YEAR FORECAST**

DATE PREPARED: _____ (update required quarterly)

Western's Point of Connection (POC) (one form required per POC)

_____**New POC**
_____**Existing POC**

For Internal Use Only

Paging Provider: _____ ACNA: _____

POC Address: _____

City, State, Zip: _____

Switch CLLI Code (associated with NXX): _____

POC CLLI Code (if assigned) : _____

Technical Contact Name: _____

Technical Contact Phone Number: _____

Billing Contact Name: _____

Billing Contact Phone Number: _____

List ALL PAGING DID Numbers associated with this POC:

Paging Provider's Equipment Requirements (check appropriate line(s))

_____Digital _____Analog _____2-wire _____4-wire
Trunk Pulsing: _____Multifrequency (MF) _____Dial Pulse (DP)
_____ Dual Tone Multifrequency (DTMF)

Start Signaling: _____Wink _____Immediate (IMM) _____Delayed Start
Outpulsing (4-10 digits) _____

Network Channel Interface - Analog

_____Reverse Battery - 600 ohms
_____Reverse Battery - 900 ohms
_____Loop Start
_____E & M Signaling - Type I
_____E & M Signaling - Type II

Network Channel Interface - Digital:

_____DS3
_____DS1 AMI + SF
_____DS1 AMI + ANSI ESF
_____DS1 AMI + non-ANSI ESF
_____DS1 B8ZS + SF
_____DS1 B8ZS + ANSI ESF
_____DS1 B8ZS + non-ANSI ESF

**APPENDIX B - TYPE 1 PAGING CONNECTION SERVICE
QUARTERLY POC FORECAST FORM**

	<u>Year 1</u>	<u>Year 2</u>
Busy Season: _____		
Average Busy Hour Minutes of Use	_____	_____
Average Busy Hour Number of Messages	_____	_____

For Internal Use Only:

Prepared by: _____ Date: _____
Title: _____ Telephone Number: _____

Please attach additional major network project information to this forecast, per Section 4.9.3.2 of this Agreement

Mail completed form to: Qwest
Type 1 Forecast Manger
250 Bell Plaza, Room 1001
Salt Lake City, UT 84111

**APPENDIX B - TYPE 1 PAGING CONNECTION SERVICE
INITIAL POC FORECAST FORM**

**-- THIS IS NOT AN ORDER FORM --
THIS IS A TWO YEAR FORECAST**

DATE PREPARED: _____ (update required quarterly)

Paging Provider's Point of Connection (POC) (one form required per POC)

_____**New POC**
_____**Existing POC**

For Internal Use Only

Paging Provider: _____ ACNA: _____

POC Address: _____

City, State, Zip: _____

Switch CLLI Code (associated with NXX): _____

POC CLLI Code (if assigned) : _____

Technical Contact Name: _____

Technical Contact Phone Number: _____

Billing Contact Name: _____

Billing Contact Phone Number: _____

List ALL PAGING DID Numbers associated with this POC:

Paging Provider's Equipment Requirements (check appropriate line(s))

_____Digital _____Analog _____2-wire _____4-wire
Trunk Pulsing: _____Multifrequency (MF) _____Dial Pulse (DP)
 _____Dual Tone Multifrequency (DTMF)

Start Signaling: _____Wink _____Immediate (IMM) _____Delayed Start
Outpulsing (4-10 digits) _____

Network Channel Interface - Analog

- _____ Reverse Battery - 600 ohms
- _____ Reverse Battery - 900 ohms
- _____ Loop Start
- _____ E & M Signaling - Type I
- _____ E & M Signaling - Type II

Network Channel Interface - Digital:

- _____ DS3
- _____ DS1 AMI + SF
- _____ DS1 AMI + ANSI ESF
- _____ DS1 AMI + non-ANSI ESF
- _____ DS1 B8ZS + SF
- _____ DS1 B8ZS + ANSI ESF
- _____ DS1 B8ZS + non-ANSI ESF

**APPENDIX B - TYPE 1 PAGING CONNECTION SERVICE
INITIAL POC FORECAST FORM**

	<u>Year 1</u>	<u>Year 2</u>
Busy Season: _____		
Average Busy Hour Minutes of Use	_____	_____
Average Busy Hour Number of Messages	_____	_____

For Internal Use Only:

Prepared by: _____	Date: _____
Title: _____	Telephone Number: _____

Please attach additional major network project information to this forecast, per Section 4.9.3.2 of this Agreement

Mail completed form to:

Qwest
Type 1 Forecast Manger
250 Bell Plaza, Room 1001
Salt Lake City, UT 84111

**APPENDIX B - TYPE 2 PAGING CONNECTION SERVICE
INITIAL POC FORECAST FORM**

**-- THIS IS NOT AN ORDER FORM --
THIS IS A TWO YEAR FORECAST**

DATE PREPARED: _____(update required quarterly)

Paging Provider's Point of Connection (POC) (one form required per POC)

_____ **New POC**
_____ **Existing POC**

For Internal Use Only

Paging Provider: _____ ACNA: _____

POC Address: _____

City, State, Zip: _____

Switch CLLI Code (associated with NXX): _____

POC CLLI Code (if assigned) : _____

Technical Contact Name: _____

Technical Contact Phone Number: _____

Billing Contact Name: _____

Billing Contact Phone Number: _____

List ALL PAGING NXX's associated with this POC: (Type 2 Paging Service is only available to NXX's and associated POCs located within the geographical serving area of the respective Qwest Local and LATA/Toll Tandems)

Paging Provider's Equipment Requirements (check appropriate line(s))

Trunk Pulsing

- _____ Multifrequency (MF-Wink Start)
- _____ Common Channel Signaling (SS7)
- _____ Digits Required (4-10 digits): _____

**Network Channel Interface - Digital only
(if DS3, identify both DS3 and DS1 level):**

- | | |
|-----------|-------------------------------|
| _____ DS3 | _____ DS1 AMI + SF |
| | _____ DS1 AMI + ANSI ESF |
| | _____ DS1 AMI + non-ANSI ESF |
| | _____ DS1 B8ZS + SF |
| | _____ DS1 B8ZS + ANSI ESF |
| | _____ DS1 B8ZS + non-ANSI ESF |

**APPENDIX B - TYPE 2 PAGING CONNECTION SERVICE
INITIAL POC FORECAST FORM**

Usage Forecast - EAS Traffic

	<u>Year 1</u>	<u>Year 2</u>
Busy Season: _____		
Average Busy Hour Minutes of Use	_____	_____
Average Busy Hour Number of Messages	_____	_____

For Internal Use Only: Equivalent Trunks:	<u>Year 1</u>	<u>Year 2</u>
--	---------------	---------------

Usage Forecast - Toll Traffic

	<u>Year 1</u>	<u>Year 2</u>
Busy Season: _____		
Average Busy Hour Minutes of Use	_____	_____
Average Busy Hour Number of Messages	_____	_____

For Internal Use Only:

Prepared by: _____ Date: _____
Title: _____ Telephone Number: _____

Please attach additional major network project information to this forecast, per Section 4.9.3.2 of the Agreement
--

Mail completed form to: Qwest
Type 2 Forecast Manager
250 Bell Plaza, Room 1001
Salt Lake City, UT 84111

South Dakota Public Utilities Commission

WEEKLY FILINGS

For the Period of December 19, 2002 through December 25, 2002

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 report. Phone: 605-773-3705

TELECOMMUNICATIONS

TC02-208 In the Matter of the Filing for Approval of a Type 1 and Type 2 Paging Connection Service Agreement between Qwest Corporation and Western Communications, Inc.

On December 19, 2002, the Commission received a filing of a Type 1 and Type 2 Paging Connection Service Agreement between Qwest Corporation f/k/a U S WEST Communications, Inc. (Qwest) and Western Communications, Inc. for the State of South Dakota. According to the parties, the Agreement is a negotiated agreement which sets forth the terms, conditions and prices under which Qwest will offer and provide to any requesting CLEC network, interconnection, access to unbundled network elements, ancillary services and telecommunications services available for resale within the geographical areas in which Qwest is providing local exchange service at that time and for which Qwest is the incumbent local exchange carrier within the State of South Dakota for purposes of providing local telecommunications services. 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 8, 2003. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Kelly Frazier

Date Docketed: 12/19/02

Initial Comments Due: 01/08/03

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

IN THE MATTER OF THE FILING FOR)	ORDER APPROVING
APPROVAL OF A TYPE 1 AND TYPE 2)	AGREEMENT
PAGING CONNECTION SERVICE)	
AGREEMENT BETWEEN QWEST)	TC02-208
CORPORATION AND WESTERN)	
COMMUNICATIONS, INC.)	

On December 19, 2002, Qwest Corporation (Qwest) filed for approval by the South Dakota Public Utilities Commission (Commission) a type 1 and type 2 paging connection service agreement between Western Communications, Inc. (Western) and Qwest.

On December 26, 2002, 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 8, 2003, to do so. No comments were filed.

At its duly noticed January 16, 2003, meeting, the Commission considered whether to approve the agreement between Qwest and Western. 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 28th day of January, 2003.

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: <u><i>Rebecca Kolbo</i></u>
Date: <u>1/28/03</u>
(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

Robert K. Sahr
ROBERT K. SAHR, Chairman

Gary Hanson
GARY HANSON, Commissioner

James A. Burg
JAMES A. BURG, Commissioner