

Type 2 Wireless Interconnection Agreement

Between

Qwest Corporation

And

Verizon Wireless

For The State Of South Dakota

**Agreement Number
CDS – 100901-0011**

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Section 1.0 - GENERAL TERMS

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

1.2 This Interconnection Agreement sets forth the terms, conditions and pricing under which Qwest will provide to VZW network Interconnection and Ancillary services 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 exchanging local two way Telecommunications Services.

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

SECTION 2.0 - INTERPRETATION AND CONSTRUCTION

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

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

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

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

SECTION 3.0 - WSP INFORMATION

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

SECTION 4.0 - DEFINITIONS

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

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

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

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

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

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

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

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

“Basic Exchange Telecommunications Service” means, unless otherwise defined in Commission rules and then it shall have the meaning set forth therein, a service offered to End User Customers which provides the End User Customer with a telephonic connection to, and a unique local telephone number address on, the public switched telecommunications network, and which enables such End User Customer to generally place calls to, or receive calls from, other stations on the public switched telecommunications network. Basic residence and business line services are Basic Exchange Telecommunications Services. As used solely in the context of this Agreement and unless otherwise agreed, Basic Exchange Telecommunications

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

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

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

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

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

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

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

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

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

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

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

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

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

"Collocation" is an arrangement where Qwest provides space in Qwest Premises for the placement of VZW's equipment to be used for the purpose of Interconnection.

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

"Commission" means the South Dakota Public Utilities Commission.

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

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

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

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

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

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

"Day" means calendar Days unless otherwise specified.

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

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

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

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

"Digital Signal Level 1" or "DS1" means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing. There are 28 DS1s in a DS3.

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

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

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

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

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

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

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

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

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

"FCC" means the Federal Communications Commission.

"Firm Order Confirmation Date" or "FOC" means the notice Qwest provides to VZW to confirm that VZW's Access Service Order (ASR) has been received and has been successfully

processed. The FOC confirms the schedule of dates committed to by Qwest for the provisioning of the service requested.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"IntraMTA Traffic" is defined under this Agreement as that traffic subject to Intercarrier Compensation that originates or terminates between VZW's and Qwest's network within the MTA.

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

"Local Calling Area" is a geographically defined area as established by the effective tariffs of Qwest, as approved by the Commission.

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

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

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

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

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

"Location Routing Number" or "LRN" means a unique ten- (10)-digit number assigned to a Central Office Switch in a defined geographic area for call routing purposes. This ten- (10)-digit number serves as a network address and the routing information is stored in a database.

Switches routing calls to subscribers whose telephone numbers are in portable NXXs perform a database query to obtain the Location Routing Number that corresponds with the Switch serving the dialed telephone number. Based on the Location Routing Number, the querying Carrier then routes the call to the Switch serving the ported number. The term "LRN" may also be used to refer to a method of LNP.

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

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

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

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

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

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

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

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

"Multiple Exchange Carrier Access Billing" or "MECAB" refers to the document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document, published by ATIS (0401004-0009), contains the

recommended guidelines for the Billing of an access service provided by two or more Telecommunications Carriers (including a LEC and/or a WSP), or by one LEC in two or more states within a single LATA.

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

"Multiplexing" or "MUX" means the function which converts a 44.736 MBPS DS3 channel to 28 1.544 MBPS DS1 channels or a 1.544 DS1 channel to 24 DS0 channels utilizing time division Multiplexing.

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

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

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

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

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

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

"Operator Tandem" means a Qwest switching system that provides a traffic concentration and

distribution function for Qwest operator assisted traffic.

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

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

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

"Party" means either Qwest or VZW and "Parties" means Qwest and VZW.

"Percent Local Usage (PLU) Factors" are percentages used in the Qwest intercarrier compensation credit method in determining Minutes of Use (MOU) for Land to Mobile (L-M) and Mobile to Land (M-L) traffic based on Qwest measured M-L traffic.

"PLU 1" is a factor for determining the total L-M and M-L MOUs between Qwest and VZW based on M-L traffic measured by Qwest.

"PLU 2A" is a factor for determining Qwest originated L-M MOUs terminating on VZW's network subject to intercarrier compensation.

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

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

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

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

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

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

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

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

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

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

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

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

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

"Service Switching Point" or "SSP" is a telephone switch that performs call processing on traffic that originates, Tandems, or terminates at that site. Such call processing includes the generation of SS7 messages to transfer call-related information to other SSPs and sending a query to an SCP for instructions on call routing. SSPs are interconnected by SS7 links.

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

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

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

- 3) Integrated Services Digital Network User Part (ISUP), which provides for transfer of call setup signaling information between signaling points; and
- 4) Transaction Capabilities Application Part (TCAP), which provides for transfer of non-circuit related information between signaling points.

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

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

"Switched Access Service" means the offering of transmission and switching services to Interexchange Carriers for the purpose of the origination or termination of telephone toll service. Switched Access Services include: Feature Group A, Feature Group B, Feature Group D, 8XX access, and 900 access and their successors or similar Switched Access Services.

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

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

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

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

"Telecommunications Services" means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

"Telephone Exchange Service" means a service within a telephone exchange, or within a connected system of telephone exchanges within the same exchange area operated to furnish to End User Customers intercommunicating service of the character ordinarily furnished by a single exchange, and which is covered by the Exchange Service charge, or comparable service provided through a system of Switches, transmission equipment or other facilities (or combinations thereof) by which a subscriber can originate and terminate a Telecommunications Service.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 5.0 - TERMS AND CONDITIONS

5.1 General Provisions

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5.1.2 The Parties are each solely responsible for participation in and compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan.

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

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

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

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

expedited or other Dispute Resolution.

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

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

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

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

5.2 Term of Agreement

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

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

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

5.2.4 If the statutory clock established in the Act under Section 252(b) expires and no successor agreement has been executed; and the Parties have not filed for arbitration with the

Commission, this Agreement will terminate. After such termination, the Parties' liability for termination of this Agreement shall be limited to obligations under Section 5.17.

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5.4 Payment

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

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

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

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

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

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

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

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

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

deposit. Required deposits are due and payable within thirty (30) Days after demand and non-payment is subject to Sections 5.4.2 and 5.4.3 of this Agreement.

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

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

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

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

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

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

5.5 Taxes

5.5.1 Any federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under Applicable Law, even if the obligation to collect and remit such taxes is placed upon the other Party. However, where the selling Party is permitted by law to collect such taxes, fees or surcharges, from the purchasing Party, such taxes, fees or surcharges shall be borne by the Party purchasing the services. Each Party is responsible for any tax on its corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Until such time as a resale tax exemption certificate is provided, no exemptions will be applied. If either Party (the Contesting Party) contests the application of any tax collected by the other Party (the Collecting Party), the Collecting Party shall reasonably cooperate in good faith with the Contesting Party's challenge,

provided that the Contesting Party pays any costs incurred by the Collecting Party. The Contesting Party is entitled to the benefit of any refund or recovery resulting from the contest, provided that the Contesting Party is liable for and has paid the tax contested.

5.6 Insurance

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

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

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

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

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

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

5.6.2 Each Party will initially provide certificate(s) of insurance evidencing coverage, and thereafter will provide such certificates upon request. Such certificates shall (1) name the other Party as an additional insured under commercial general liability coverage; (2) provide thirty (30) Days prior written notice of cancellation of the policy(s) to which certificate(s) relate; (3) indicate that coverage is primary and not excess of, or contributory with, any other valid and collectible insurance purchased by the other Party; and (4) acknowledge severability of interest/cross liability coverage.

5.7 Force Majeure

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

5.8 Limitation of Liability

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

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

5.8.3 Intentionally Left Blank.

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

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

5.9 Indemnity

5.9.1 The Parties agree that unless otherwise specifically set forth in this Agreement

the following constitute the sole indemnification obligations between and among the Parties:

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

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

5.9.2 The indemnification provided herein shall be conditioned upon:

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

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

5.9.2.3 In no event shall the Indemnifying Party settle or consent to any judgment pertaining to any such action without the prior written consent of the Indemnified Party. In the event the Indemnified Party withholds consent, the Indemnified Party may, at its

cost, take over such defense, provided that, in such event, the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the relevant Indemnified Party against, any cost or liability in excess of such refused compromise or settlement.

5.10 Intellectual Property

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

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

5.10.3 To the extent required under applicable federal and state law, Qwest shall use its best efforts to obtain, from its vendors who have licensed intellectual property rights to Qwest in connection with facilities and services provided hereunder, licenses under such intellectual property rights as necessary for VZW to use such facilities and services as contemplated hereunder and at least in the same manner used by Qwest for the facilities and services provided hereunder. Qwest shall notify VZW immediately in the event that Qwest believes it has used its best efforts to obtain such rights, but has been unsuccessful in obtaining such rights.

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

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

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

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

5.11 Warranties

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

5.12 Assignment

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

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

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

5.13 Default

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

5.14 Disclaimer of Agency

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

5.15 Severability

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

5.16 Nondisclosure

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

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

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

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

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

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

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

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

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

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

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

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

5.16.9.2 The Parties shall maintain confidential forecasting information in secure files and locations such that access to the forecasts is limited to the personnel designated in subsection 5.16.9.1 above and such that no other personnel have computer access to such information.

5.17 Survival

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

5.18 Dispute Resolution

5.18.1 The Parties will attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of, or relating to, this Agreement. Either Party may give written notice to the other Party of any dispute not resolved in the normal course of business. Each Party will within fifteen (15) Days after delivery of the written notice of dispute, designate a

knowledgeable, responsible and authorized employee or a representative with authority to make commitments to review, meet, and negotiate, in good faith, to resolve the dispute. The Parties intend that these negotiations be conducted by non-lawyer, business representatives, and the locations, format, frequency, duration, and conclusions of these discussions will be at the discretion of the representatives. By mutual agreement, the representatives may use other procedures to assist in these negotiations. The discussions and correspondence among the representatives for the purposes of these negotiations will be treated as Confidential Information developed for purposes of settlement, and will be exempt from discovery and production, and not be admissible in any subsequent proceedings without the concurrence of both Parties.

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

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

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

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

5.19 Controlling Law

5.19.1 This Agreement is offered by Qwest and accepted by VZW in accordance with applicable federal law and the state law of South Dakota. It shall be interpreted solely in accordance with applicable federal law and the state law of South Dakota.

5.20 Responsibility for Environmental Contamination

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

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

5.21 Notices

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

Qwest Corporation
Director Interconnection Agreements
930 15th Street 6th Floor
Denver, CO 80202
Email: intagree@qwest.com
Phone: 303-672-2879

With a copy to:
Qwest Law Department
Associate General Counsel, Interconnection
1801 California Street, 10th Floor
Denver, CO 80202
Email: Legal.Interconnection@qwest.com
Phone: 303-308-6553

and to VZW at the address shown below:

Verizon Wireless
Attention: Counsel - Interconnection
1300 I Street NW, Suite 400W
Washington DC 20005
Phone: 202-589-3756
Fax: 202-589-3750

With a copy to:
Verizon Wireless
Network Interconnection
1120 Sanctuary Parkway, Suite 150
Alpharetta, GA 30009
Email: networkinterconnection.contractrequests@VerizonWireless.com
Fax: 770-797-1037

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

5.22 Responsibility of Each Party

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

5.23 No Third Party Beneficiaries

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

5.24 Intentionally Left Blank.

5.25 Publicity

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

5.26 Executed in Counterparts

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

5.27 Compliance

5.27.1 Each Party shall comply with all applicable federal, state, and local laws, rules and regulations applicable to its performance under this Agreement. Without limiting the foregoing, Qwest and VZW agree to keep and maintain in full force and effect all permits, licenses, certificates, and other authorities needed to perform their respective obligations hereunder.

5.28 Compliance with the Communications Assistance Law Enforcement Act of 1994

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

5.29 Cooperation

5.29.1 The Parties agree that this Agreement involves the provision of 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 pre-ordering, ordering, maintenance, Provisioning and Billing and in reasonably resolving issues which result from such implementation on a timely basis. Electronic processes and procedures are addressed in Section 12 of this Agreement.

5.30 Amendments

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

5.30.2 Intentionally Left Blank.

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

5.31 Entire Agreement

5.31.1 This Agreement (including the documents referred to herein and any amendments to the Agreement) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of this Agreement and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of this Agreement.

SECTION 6.0 - INTERCONNECTION

6.1 Interconnection Facility Options

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

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

6.1.2 Methods of Interconnection

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

6.1.2.1.1 Qwest Provided WIS Entrance Facility. Interconnection may be accomplished through the provision of a DS1 or DS3 WIS Entrance Facility of VZW's determination. A WIS Entrance Facility extends from the Qwest Serving Wire Center to VZW's Switch location or any Technically Feasible POI chosen by VZW. Qwest-provided WIS Entrance Facilities may not extend beyond the area served by the Qwest Serving Wire Center. The rates for Qwest-provided WIS Entrance Facilities are provided in Exhibit A. Qwest's private line transport service is available as an alternative to WIS Entrance Facilities, when VZW uses

such private line transport service for multiple services.

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

6.1.2.3. Mid-Span Meet POI. A Mid-Span Meet POI is a negotiated Point of Interface, limited to the Interconnection of facilities between the Qwest Serving Wire Center location of the VZW Switch or other equipment located within the area served by the Qwest Serving Wire Center. The actual physical Point of Interface and facilities used will be subject to negotiations between the Parties. Each Party will be responsible for its portion of the build to the Mid-Span Meet POI. These Mid Span Meet POIs will consist of facilities used for the exchange of traffic and joint provisioning of Telecommunications Services to End User Customers and other Telecommunications Carriers, as well as Ancillary trunks such as OS, DA, and 911 trunk groups.

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

6.2 Exchange of Traffic

6.2.1 Description

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

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

6.2.1.2.1 IntraMTA traffic as defined in this Agreement.

6.2.1.2.2 InterMTA traffic as defined in this Agreement.

6.2.1.2.3 Intentionally Left Blank.

6.2.1.2.4 Wireless Switched Access Traffic as defined in this Agreement.

6.2.1.2.5 For purposes of the Agreement, Transit Traffic does not include traffic carried by Interexchange Carriers. That traffic is defined as Qwest Wireless

Switched Access Traffic which is addressed in Section 6.5. Transit Traffic is provided by Qwest, as a local and Access Tandem Switch provider to enable the completion of calls originated by or terminated to VZW end users or end users of another Telecommunications Carrier which is connected to Qwest's Switches. The fees associated with Transit Traffic are to be paid to Qwest by the Telecommunications Carrier originating the Transit Traffic.

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

6.2.1.3 Intentionally Left Blank.

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

6.2.1.4.1 Ancillary trunks for:

6.2.1.4.1.1 Directory Assistance

6.2.1.4.1.2 911/E911

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

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

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

6.2.1.6 Billed Number Screening allows VZW the capability of restricting incoming collect and/or third number billed calls from being billed to their Ancillary Trunks. Although these lines are outgoing trunks, the capability does exist to terminate a collect and/or third number billed call to the line. Other long distance companies may or may not subscribe to Billing Validation or recognize the billed number screening indicator. Therefore, calls placed on other long distance company networks may complete and bill collect and/or third number billed calls to the VZW account. Qwest is not responsible for any calls completed on other long distance company networks.

6.2.2 Terms and Conditions

6.2.2.1 Transport and Termination of IntraMTA Traffic.

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

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

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

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

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

6.2.2.1.4 Type 2 ordered to a Tandem Switch will be provided as direct trunked transport between the Serving Wire Center of the VZW's POI and the Tandem Switch. Tandem transmission rates, as specified in Exhibit A of this Agreement, will apply to the transport provided from the Tandem Switch to Qwest's End Office Switch.

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

Individual Case Basis..

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

6.2.2.2 InterMTA Traffic

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

6.2.2.3 Transit Traffic

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

6.2.2.3.2 The Parties involved in transporting Transit Traffic will deliver calls to each involved network with CCS/SS7 protocol and the appropriate ISUP/TCAP messages to facilitate full interoperability and billing functions.

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

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

6.2.2.3.5 In the case of a transit call that terminates in the Local Calling Area but in a different state than the call originated, and VZW does not have an agreement with Qwest in the state where the transit call terminated, VZW must execute an agreement for that state if it is a state served by Qwest. In the

absence of such agreement, the transit rate in Exhibit A of this Agreement will be billed to VZW.

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

6.2.2.5 Interface Code Availability

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

6.2.2.6 Signaling Options

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

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

6.2.2.6.3. Clear Channel Capability (64CCC) permits 24 DS0-64 Kbps services or 1.536 Mbps of information on the 1.544 Mbps/s line rate. 64CCC is available for Type 2 trunks equipped with SS7 Out-of-Band Signaling. 64CCC must be requested on the order for the new Type 2 trunks. Qwest will provide VZW with a listing of Qwest Switches fully capable of routing 64CCC traffic through the Qwest web site: <http://www.qwest.com/disclosures>. Where available to Qwest, Qwest will provide VZW with the same 64CCC on an alternate route or if necessary via an overlay network.

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

6.2.2.8 WIS Trunk Forecasting

6.2.2.8.1 Both VZW and Qwest shall work in good faith to define a mutually agreed upon forecast of Type 2 trunking.

6.2.2.8.2 Both Parties shall have the obligation to participate in joint planning meetings to establish trunk design and Provisioning requirements. The

Parties agree to provide mutual trunk forecast information to ensure End User Customer call completion between the Parties' networks. Such forecasts shall be for Type 2 trunking, which impacts the Switch capacity and facilities of each Party. Qwest shall provide VZW trunk group specific projections to VZW on or before the date of the joint planning meeting.

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

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

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

6.2.2.8.6 Joint planning meetings will be used to bring clarity to the forecasting process. Each Party will provide adequate information associated with the Qwest Type 2 Trunk Forecast Forms in addition to its forecasts. During the joint planning meetings, both Parties shall provide information on major network projects anticipated for the following year that may impact the other Party's forecast or Interconnection requirements. No later than two (2) weeks prior to the joint planning meetings, the Parties shall exchange information to facilitate the planning process. Qwest shall provide VZW a report reflecting then current spare capacity at each Qwest Switch that may impact the Interconnection traffic. Qwest shall also provide a report reflecting then current blocking of local direct and alternate final trunk groups, Interconnection and non-Interconnection alike. VZW will be provided Interconnection trunk group data on its own trunks. Qwest shall also provide a report reflecting Tandem Switch routed Interconnection trunking that has exceeded 512BHCCS. The information is Qwest-proprietary, provided under non-disclosure and is to be used solely for Interconnection network planning.

6.2.2.8.7 In addition to the above information, VZW shall provide:

(a) Completed Qwest Type 2 Trunk Forecast Forms; and

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

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

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

Qwest will notify VZW six (6) months prior to LERG amendment of a new Local Tandem Switch.

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

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

6.2.2.8.11 The following terms shall apply to the forecasting process:

6.2.2.8.11.1 VZW forecasts shall be provided to Qwest as detailed in the standard Wireless Type 2 Trunk Forecast Form.

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

6.2.2.8.12 To the extent that VZW's historical trunking underutilization is such that it restricts Qwest from provisioning trunking to itself or other carriers without Qwest augmenting its Switch for additional trunking capacity, Qwest reserves the right to reclaim the facilities for the purpose of providing capacity to itself or other carriers. Qwest shall not leave the VZW-assigned trunk group with less than twenty five percent (25%) excess capacity. Ancillary trunks are excluded from this treatment.

6.2.2.8.13 Intentionally Left Blank.

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

6.2.2.8.15 Interconnection facilities provided on a route that involves extraordinary circumstances may be subject to the Construction Charges, as detailed in Section 19 of this Agreement. When Qwest claims extraordinary circumstances exist, it must apply to the Commission for approval of such

charges by showing that VZW alone is the sole cause of such construction. Qwest shall initiate such proceeding within ten (10) Days of notifying VZW in writing that it will not construct the requested facilities, or within ten (10) Days of notice from VZW in writing that Qwest must either commence construction of the facilities or initiate such proceeding with the Commission. In this proceeding, Qwest shall not object to using the most expeditious procedure available under state law, rule or regulation. Qwest shall be relieved of its obligation of constructing such facilities during the pendency of the proceeding before the Commission. If the Commission approves such charges, Qwest and VZW will share costs in proportion to each Party's use of the overall capacity of the route involved. Qwest and VZW may also choose to work in good faith to identify and locate alternative routes that can be used to accommodate VZW forecasted build. Extraordinary circumstances include, but are not limited to, natural obstructions such as lakes, rivers, or steep terrain, and legal obstructions such as governmental, federal, Native American or private rights of way. The standard Qwest forecast period of six (6) months may not apply under these circumstances. Construction Charges shall not apply in the event that construction is an augment of an existing route.

6.2.2.9 Trunking Requirements

6.2.2.9.1 The Parties will provide designed Interconnection facilities that meet the same technical criteria and service standards, such as probability of blocking in peak hours and transmission standards, in accordance with current industry standards.

6.2.2.9.2 Intentionally Left Blank.

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

- a) Directory Assistance trunks (where the Switch type requires separation from operator services trunks);
- b) 911/E911 trunks;
- c) Operator services trunks (where the Switch type requires separation from Directory Assistance trunks);
- d) Mass calling trunks, if applicable.

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

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

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

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

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

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

6.2.2.9.6.1 Qwest will allow Interconnection for the exchange of IntraMTA traffic at Qwest's access tandem without requiring Interconnection at the local tandem, at least in those circumstances when traffic volumes do not justify direct connection to the local tandem; and regardless of whether capacity at the access tandem is exhausted or forecasted to exhaust, unless Qwest agrees to provide Interconnection facilities to the local tandems or end offices served by the access tandem, at the same cost to VZW as Interconnection at the access tandem.

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

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

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

6.2.2.10 Wireless Interconnection Requirements

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

6.2.2.10.2 Type 2A Local Tandem Interconnections

6.2.2.10.2.1 The Type 2A Local Tandem Interconnection links VZW's POI to a Qwest Local Tandem and is used for the exchange of IntraMTA and incidental InterMTA Traffic between VZW and NPA-NXXs served by the End Offices subtending the Local Tandem. This Interconnection arrangement carries both first routed direct final traffic and traffic overflowed on an alternate final basis from a Type 2B Primary High Use Interconnection arrangement. A separate Type 2A Access Tandem Interconnection is needed in conjunction with a Type 2A Local Tandem Interconnection for the exchange of InterMTA, IntraMTA and Wireless Switched Access Traffic.

6.2.2.10.3 Type 2A Access Tandem Interconnection

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

6.2.2.10.4 Type 2A Equal Access Interconnection

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

6.2.2.10.5 Type 2B Interconnections

6.2.2.10.5.1 Type 2B Primary High Use Interconnection

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

6.2.2.10.5.2 Type 2B Full Group Service Interconnection

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

6.2.2.10.6 Type 2D Interconnection

6.2.2.10.6.1 Type 2D Interconnection is a direct final route trunk group between a VZW Point of Interconnection and the Operator Services Tandem for the delivery of calls (i.e., Directory Assistance, National Directory Assistance, Operator Services). Type 2D Interconnection is a direct route to the Operator Services Tandem only. Type 2D trunks are available as one way out, mobile to land (to the Qwest Operator Tandem); they are not available as one way in or for paging. Qwest offers Signaling System 7 (SS7) and Multi-frequency (MF) signaling on Type 2D Interconnection.

6.2.2.10.7 Ancillary Interconnection

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

6.2.2.11 Testing

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

6.2.2.11.2 Testing Capabilities

6.2.2.11.2.1 Type 2 acceptance testing is provided where equipment is available, with the following test lines: seven-digit access to balance (100 type), milliwatt (102 type), nonsynchronous or synchronous, automatic transmission measuring (105 type), data transmission (107 type), loop-around, short circuit, open circuit, and non-inverting digital loopback (108 type), and such other acceptance testing that may be needed to ensure that the service is operational and meets the applicable technical parameters.

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

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

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

6.3 Intercarrier Compensation

6.3.1 Interconnection Facility Options

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

6.3.1.1 WIS Entrance Facilities

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

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

6.3.1.2 Collocation

6.3.1.2.1 See Section 7.

6.3.2 Direct Trunked Transport

6.3.2.1. VZW may elect to purchase Direct Trunked Transport (“DTT”) from Qwest.

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

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

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

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

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

6.3.3 Trunk Nonrecurring Charges

6.3.3.1 Installation nonrecurring charges may be assessed by the provider for each Type 2 trunk ordered. Qwest rates are specified in Exhibit A.

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

6.3.4 Ancillary Interconnection Trunks

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

6.3.5 IntraMTA Traffic

6.3.5.1 End Office Call Termination

6.3.5.1.1 The per minute of use call termination rates as described in Exhibit A of this Agreement will apply reciprocally for IntraMTA Traffic terminated at a Qwest End Office or VZW MSC.

6.3.5.2 Tandem Switched Transport

6.3.5.2.1 For traffic delivered through a Qwest or VZW Tandem Switch, the tandem switching rate and the tandem transmission rate in Exhibit A shall apply per minute in addition to the End Office call termination rate described above.

6.3.5.2.2 Mileage shall be measured for the tandem transmission rate elements based on V&H coordinates between the Tandem Switch and terminating End Office.

6.3.5.2.3 When a Party terminates traffic to a remote Switch, tandem transmission rates will be applied for the mileage between the host Switch and the remote Switch as long as the identity of each is filed in the NECA 4 Tariff.

6.3.5.2.4 When Qwest receives an unqueried call from VZW to a number that has been Ported to another Switch within the rate center and Qwest performs the query, mileage sensitive tandem transmission rates will apply which reflect the distance to the End Office Switch to which the call has been ported.

6.3.5.2.4.1 To determine the responsible originating Carrier of unqueried calls for purposes of identification of the Carrier to bill LNP query charges, Qwest and VZW are required to utilize the Number Portability Administration Center (NPAC) database, or another database that is supported by OBF.

6.3.5.3 Intentionally Left Blank.

6.3.5.4 VZW may choose one (1) of the following two (2) options for the exchange of traffic subject to Section 251(b)(5) of the Act ("Section 251(b)(5) Traffic") (see Exhibit J):

6.3.5.4.1 The rates applicable to Section 251(b)(5) Traffic between Qwest and VZW shall be the same as the rates established for ISP-Bound traffic. Such rate for ISP-Bound traffic will apply to Section 251(b)(5) Traffic in lieu of End Office Switch call termination rates, and Tandem Switched Transport rates.

6.3.5.4.2 The compensation rate for Section 251(b)(5) Traffic shall be as established by the Commission.

6.3.5.5 Intentionally Left Blank.

6.3.6 Miscellaneous Charges

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

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

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

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

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

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

6.3.7 Intentionally Left Blank.

6.3.8 Transit Traffic

The following rates will apply:

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

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

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

6.3.9 Signaling Parameters

6.3.9.1 Qwest and VZW are required to provide each other the proper signaling information (e.g., originating Calling Party Number (CPN), Charge Number (ChN) and

destination call party number, etc.) per 47 C.F.R. § 64.1601 to enable each Party to issue bills in a complete and timely fashion. All CCS signaling parameters will be provided including CPN, calling party category, ChN, and Originating Line Information Parameter (OLIP) on calls destined for Interexchange Carriers (IXCs) All privacy indicators will be honored.

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

6.3.10 Intercarrier Compensation Credit Method

6.3.10.1 Qwest uses mathematical formulas called factors or PLU (Percent Local Use) factors to determine billing for Intercarrier Compensation Credit. The factors may be changed based upon a three consecutive month traffic study generated by either Party and acceptable to both Parties by amending this Agreement. The first two factors are not used if VZW direct bills Qwest for usage.

PLU Factor	Percentage	Description
PLU 1	61 %	Applied to total Mobile (M-L) MOUs to determine total MOUs (M-L and L-M) for intercarrier compensation
PLU 2A	39 %	Determines Qwest originated L-M MOUs terminating on VZW's network for intercarrier compensation.
PLU 2B	8.2 %	Determines portion of Qwest originated L-M MOUs used to calculate facility credit compensation
M-L InterMTA	12 %	Determines the amount of M-L MOUs that will be billed as switched access.
L-M InterMTA	2%	Determines the amount of L-M MOUs that Qwest may bill VZW as switched access.

6.3.10.2 Type 2 Facilities Credit

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

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

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

6.3.10.3 Billing for Qwest – Originated IntraMTA Traffic

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

6.3.10.3.2 Inter-carrier Compensation Credit for Qwest - Originated Traffic

6.3.10.3.2.1 Each Party will compensate the other for its traffic terminating to the other Party's End User Customers. VZW's rate for Qwest's Inter-carrier Compensation Credit will be based upon either (i) End Office switching rate, and Tandem rates if VZW Switch(es) meet the definition of a Tandem Switch or (ii) FCC ISP Ordered Rate listed in Exhibit A, dependent on VZW's choice for IntraMTA Traffic, as found in Exhibit J. Qwest will compensate VZW for IntraMTA traffic originated by its End User Customers within the LATA. Qwest will not compensate VZW for paging traffic under this Agreement.

6.3.10.3.3 The Inter-carrier Compensation Credit shall be calculated as follows.

Step 1 - Determine IntraMTA Use Factor by subtracting the M-L InterMTA percent factor from the number one.

Step 2 - Multiply the measured mobile to land minutes of use terminated on the Qwest network by the IntraMTA Use factor from Step 1 to obtain IntraMTA M-L VZW minutes.

Step 3 - Divide the total adjusted number of monthly IntraMTA VZW minutes of use terminated on Qwest's network calculated in Step 2 by a PLU 1 factor.

Step 4 - Multiply the total of the calculation in Step 3 by a PLU 2A factor to arrive at the total Qwest IntraMTA minutes of use terminated on VZW's network per month.

Step 5 - Multiply the monthly total minutes calculated in Step 4 by the applicable inter-carrier compensation rate specified in Exhibit A to obtain the Inter-carrier Compensation Credit for the month.

6.3.10.3.4 Inter-carrier Compensation Credit does not include: one-time charges and Ancillary service charges.

6.3.10.3.5 The Inter-carrier Compensation Credit for the month will appear on each monthly bill to VZW as a credit against amounts due and payable. Inter-carrier Compensation Credits will be applied one (1) month in arrears. Any minutes of use eligible for the Inter-carrier Compensation Credit which are adjusted (debit or credit) will

directly result in an adjustment in the Intercarrier Compensation Credit.

6.3.10.3.6 Invoices will comply with Billing Output Specifications (BOS). Included in the detail will be data by MSC, a total page summarizing the charges and minutes of use by LATA by state and a summary page of charges and total amounts due.

6.3.10.3.7 In no event will charges be billed in excess of ninety (90) Days after such charges have been incurred.

6.3.10.3.8 Qwest's invoice to VZW for IntraMTA Traffic will only include traffic originating from VZW's End User Customers., or IntraMTA Roamers on the VZW network in South Dakota.

6.3.11 Requirements for Direct Billing Qwest – Originated IntraMTA Traffic

6.3.11.1 VZW may elect to direct bill Qwest if SS7 signaling is used. The following are the requirements for VZW to render a bill for Qwest-originated IntraMTA Traffic, to be illustrated in a sample bill mutually agreed upon at least thirty (30) Days prior to initiating such billing. This sample bill shall also display any additional requirements agreed upon by both Parties.

6.3.11.2 Invoices will comply with Billing Output Specifications (BOS). Included in the detail will be data by End Office, a total page summarizing the charges and minutes of use by state and a summary page of charges and total amounts due.

6.3.11.3 Carriers will exchange billing contacts and telephone numbers.

6.3.11.4 The invoices will include identification of the monthly bill period (from and through dates), which will coincide with Qwest bills rendered to VZW.

6.3.11.5 VZW will bill Qwest by state, based on the terminating location of the call. VZW will display the CLLI code(s) of the POI.

6.3.11.6 VZW will assign an Invoice Number and/or Billing Account Number.

6.3.11.7 VZW 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).

6.3.11.8 The rendered bill will include a summary of charges and total amounts due.

6.3.11.9 Charges incurred during the bill period, including fractional monthly charges, will be reflected on the next bill. Per unit rates will be displayed for all charges (usage and/or monthly elements).

6.3.11.10 Invoice will include all adjustments, credits, debits and payments.

6.3.11.11 Invoice will include all applicable taxes and surcharges. VZW will calculate, bill, collect and remit applicable taxes and surcharges to the appropriate authorities.

6.3.11.12 VZW's invoices to Qwest will be provided on paper, unless a mechanized format is mutually agreed upon.

6.3.11.13 In no event will charges be billed in excess of ninety (90) Days after such charges have been incurred.

6.3.11.14 VZW's invoice to Qwest will include only IntraMTA Traffic originating from Qwest's Wireline End User Customers, and will not include traffic originated by any other third party (such as a CLEC, an existing LEC, another Wireless Carrier, or unknown). VZW will exclude ported numbers, before billing Qwest, by utilizing an OBF supported database to differentiate Qwest End User Customer from ported End User Customers.

6.3.11.15 If VZW is direct Billing Qwest, the L-M InterMTA factor will be applied to the billed land to mobile minutes of use originated from Qwest's network and terminated to VZW and deducted from Qwest total L-M MOU. No Intercarrier Compensation will be paid by Qwest to VZW for such traffic. Qwest may bill VZW interstate switched Access Tariffed rates for this traffic.

6.3.11.16 VZW's invoice to Qwest will not include billing for InterMTA Traffic.

6.3.11.17 VZW's invoice will contain only the agreed upon measured usage element charges.

6.3.11.18 Back up data to the invoice will identify the Qwest End User Customer's NPA NXX from which the call was originated, when requested.

6.3.11.19 Billing of MOUs will follow the parameters identified in Section 6.2.2.7.

6.3.12 InterMTA Traffic

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

6.3.12.2 For billing purposes, if either Party is unable to classify on an automated basis traffic delivered by VZW as Mobile to Land (M-L) InterMTA traffic, intrastate or interstate, VZW will provide Qwest with a Percent M-L InterMTA factor, which represents the estimated portion of InterMTA traffic delivered on VZW's trunks. The M-L InterMTA factor will be applied to the measured mobile to land minutes of use terminated on Qwest's network to determine the portion of InterMTA minutes to be billed at interstate Access rates. The M-L InterMTA factor will be twelve percent (12%) unless proven otherwise based upon a traffic study generated by either Party and acceptable to both Parties. The Parties agree to review the InterMTA factors on a periodic basis (not to exceed once annually) and, if warranted, revise the InterMTA factors on a going-forward basis.

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

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

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

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

6.4 Ordering

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

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

http://www.qwest.com/wholesale/notices/npa_nxxProcess.html.

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

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

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

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

6.4.6 Service intervals and Due Dates for initial establishment of trunking arrangements at

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each new Switch location of Interconnection between the Parties will be determined on an Individual Case Basis.

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

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

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

In such instances, the cancellation date or the date Billing is to commence, depending on which option is selected, will be the 31st Day after the Service Date

6.5 Wireless Switched Access Traffic

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

6.5.1.1 JPSA describes traffic involving interexchange carriers and the allocation of billing between multiple carriers based on industry standard processes. JPSA is defined and governed by the FCC No. 1, Section 2.4.7, and State Access Tariffs, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD) Guidelines, and is not modified by any provisions of this Agreement. Qwest and VZW agree that all parties in the route, including the originating intermediate, and terminating VZWs or LECs for Switched Access, will cooperatively determine the Jointly Provided Switched Access arrangements in which all Parties concur. Each Party will bill the IXC the appropriate portion of its Switched Access rates. Qwest will also provide the one-time notification to VZW of the billing name, billing address and the Carrier Identification Codes (CIC) of the IXCs subtending any Access Tandems to which VZW directly connects.

6.5.1.1.2 Qwest will agree to function as the Access Service Coordinator (ASC) as defined in the Multiple Exchange Carrier Ordering and Design Guidelines (MECOD) (Technical Reference SR-TAP-000984). Qwest will provide the operational, technical and administrative support required in the planning, provisioning and maintenance involved in the joint access provisioning process to the IXCs. Qwest will be unable to fulfill the role of ASC if VZW does not fully comply with MECOD requirements, and file VZW End Offices and billed percentages (BPs) in the NECA 4 Tariff.

6.5.1.1.3 Billing to the IXC will follow MECAB's multiple bill single tariff

option whereby Qwest and VZW render separate bills to the IXC.

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

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

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

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

6.6 Single Point of Presence (SPOP)

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

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

6.6.3 Where VZW intends to send calls through a Qwest tandem to a subtending end office, the following conditions apply:

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

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

6.6.4 Ordering

6.6.4.1 Prior to ordering, Qwest and VZW will work together to review VZW's network configuration in order to ensure correct and complete ASR ordering.

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

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

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

SECTION 7.0 - COLLOCATION

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

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

SECTION 8.0 - Intentionally Left Blank

SECTION 9.0 - ANCILLARY SERVICES

9.1 Local Number Portability

9.1.1 Query Services

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

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

9.2 911/E911 Service

9.2.1 Compliance with FCC Docket 94-102 necessitates the integration of Wireless calls to the E911 network, which is separate from the Type 2 Interconnection. This E911 connectivity must be between the Wireless Carrier's switch and the appropriate 911 selective router and must include provisions for the delivery of the Wireless End User Customer's call back telephone number and the location of the originating cell tower for Phase I and the X, Y coordinate, within 157 meters, of the calling party in lieu of the originating cell tower location, for Phase II. It is the Wireless Carriers responsibility to arrange for compliance with this section of FCC 94-102. The Parties will cooperate in the joint provision of Wireless E911 service, to include the provisioning of the network and Automatic Location Identification (ALI) Database, under a separate agreement, which is compliant with the requirements of FCC docket 94-102, when a qualifying Public Safety Answering Point (PSAP) requests such service.

9.3 Intentionally Left Blank

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

9.5 Construction Charges

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

SECTION 10.0 - NETWORK SECURITY

10.1 Protection of Service and Property. Each Party shall exercise the same degree of care to prevent harm or damage to the other Party and any third parties, its employees, agents or End User Customers, or their property as it employs to protect its own personnel, End User Customers and property, etc.

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

10.3 The Parties' Telecommunications networks are part of the national security network, and as such, are protected by federal law. Deliberate sabotage or disablement of any portion of the underlying equipment used to provide the network is a violation of federal statutes with severe penalties, especially in times of national emergency or state of war. The Parties are responsible for covering their employees on such security requirements and penalties.

10.4 Each Party is responsible for the physical security of its employees, agents or representatives. Providing safety glasses, gloves, etc. must be done by the respective employing Party. Hazards handling and safety procedures relative to the Telecommunications environment is the training responsibility of the employing Party. Proper use of tools, ladders, and test gear is the training responsibility of the employing Party.

10.5 In the event that one Party's employees, agents or representatives inadvertently damage or impair the equipment of the other Party, prompt notification will be given to the damaged Party by verbal notification between the Parties' technicians at the site or by telephone to each Party's 24 x 7 security numbers.

10.6 Qwest and VZW employees, agents and vendors will display the identification/access card above the waist and visible at all times.

10.7 Qwest and VZW shall ensure adherence by their employees, agents and vendors to all applicable Qwest environmental health and safety regulations. This includes all fire/life safety matters, OSHA, EPA, Federal, State and local regulations, including evacuation plans and indoor air quality.

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

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

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

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

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

10.9 Law Enforcement Interface. Qwest provides emergency assistance to 911 centers and law enforcement agencies seven (7) Days a week/twenty-four (24) hours a Day. Assistance includes, but is not limited to, release of 911 trace and subscriber information; in-progress trace requests; establishing emergency trace equipment, release of information from an emergency trap/trace or *57 trace; requests for emergency subscriber information; assistance to law enforcement agencies in hostage/barricade situations, kidnappings, bomb threats, extortion/scams, runaways and life threats.

10.10 Qwest provides trap/trace, pen register and Title III assistance directly to law enforcement, if such assistance is directed by a court order. This service is provided during normal business hours, Monday through Friday. Exceptions are addressed in the above paragraph. The charges for these services will be billed directly to the law enforcement agency, without involvement of VZW, for any lines served from Qwest Wire Centers or cross boxes.

SECTION 11.0 - Intentionally Left Blank

SECTION 12.0 - ACCESS TO OPERATIONAL SUPPORT SYSTEMS (OSS)

12.1 Description

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

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

12.2 OSS Support for Pre-Ordering, Ordering and Provisioning

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

12.2.0.1 Ordering and Provisioning

12.2.0.1.1 Ordering and Provisioning - Qwest will provide access to ordering and status functions. VZW will populate the service request to identify what features, services, or elements it wishes Qwest to provision

in accordance with Qwest's published business rules.

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

12.2.0.1.3 When VZW places a manual order, Qwest will provide VZW with a manual Firm Order Confirmation notice. The confirmation notice will follow industry-standard formats.

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

12.2.1 Ordering Process

12.2.1.1 Local Service Request (LSR)

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

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

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

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

12.2.1.1.5 When VZW places an electronic order, Qwest will provide VZW with an electronic Firm Order Confirmation notice (FOC). The FOC will follow industry-standard formats and contain the Qwest Due Date for order completion. Upon completion of the order, Qwest will provide VZW with an electronic completion notice which follows industry-standard formats and which states when the order was completed. Qwest supplies two (2) separate completion notices: 1) service order completion (SOC) which notifies VZW that the service order record has been completed, and 2) Billing completion that notifies VZW that the

service order has posted to the Billing system.

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

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

12.2.1.1.8 Dial-Up Capabilities

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

12.2.1.2 Access Service Request (ASR)

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

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

12.2.1.2.2.1 Service Address validation;

12.2.1.2.2.2 CFA validation;

12.2.1.2.2.3 NC-NCI validation;

12.2.1.2.2.4 BAN validation; and

12.2.1.2.2.5 CLLI validation.

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

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

12.2.2 Maintenance and Repair

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

12.2.3 Interface Availability

12.2.3.1 Qwest shall make its OSS interfaces available to VZW.

12.2.3.2 Qwest shall notify VZW in a timely manner regarding system downtime through mass email distribution and pop-up windows as applicable.

12.2.4 Billing

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

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

12.2.5 Outputs

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

12.2.5.1 The IABS Bill represents a monthly summary of charges. This bill includes monthly and one-time charges plus a summary of any usage charges. These bills are segmented by product, LATA, Billing account number (BAN) and bill cycle.

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12.2.7 VZW Responsibilities for Implementation of OSS Interfaces

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

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

12.2.8 Qwest Responsibilities for On-going Support for OSS Interfaces

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

12.2.8.1 Qwest will provide written notice to VZW of the need to migrate to a new release.

12.2.8.2 Qwest will provide an Implementation Coordinator to work with VZW for business scenario re-certification, migration and data conversion strategy definition.

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

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

12.2.9 VZW Responsibilities for On-going Support for OSS Interfaces

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

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

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

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

12.2.9.3.2 Stand-Alone Testing Environment (SATE) –regression testing: Qwest's stand-alone testing environment will take pre-order and order requests, pass them to the stand-alone database, and return responses to VZW during its development and implementation of the application-to-application interface regression testing SATE provides VZW the opportunity to validate its technical development efforts built via Qwest documentation without the need to schedule test times. This testing verifies VZW's ability to send correctly formatted electronic transactions through the IMA system edits successfully for both new

and existing releases. SATE uses test account data supplied by Qwest. Qwest will make additions to the test beds and test accounts as it introduces new OSS electronic interface capabilities, including support of new products and services, new interface features, and functionalities. All SATE pre-order queries and orders are subjected to the same edits as production pre-order and order transactions. This testing phase is optional.

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

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

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

12.2.9.4 If VZW is using the application-to-application interface, VZW must work with Qwest to certify the business scenarios that VZW will be using in order to ensure successful transaction processing. Qwest and VZW shall mutually agree to the business

scenarios for which VZW requires certification. Certification will be granted for the specified release of the interface. If VZW is certifying multiple products or services, VZW has the option of certifying those products or services serially or in parallel where Technically Feasible.

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

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

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

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

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

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

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

12.2.9.7 VZW will be expected to execute the re-certification test cases in the

stand alone test environment. VZW will provide Purchase Order Numbers (PONs) of the successful test cases to Qwest.

12.2.10 VZW Support

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

12.2.10.2 Wholesale Systems Help Desk

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

12.2.10.2.1.1 Connectivity covers trouble with VZW's access to the Qwest system for hardware configuration requirements with relevance to application-to-application and GUI interfaces; software configuration requirements with relevance to application-to-application and GUI interfaces; modem configuration requirements, T1 configuration and dial-in string requirements, firewall access configuration, web-services configuration, SecurID configuration, Profile Setup, and password verification.

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

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

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

12.2.11 Compensation/Cost Recovery

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

February 9, 2011/kjc/Verizon/SD/CDS- 100901-0011

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12.3 Maintenance and Repair

12.3.1 Service Levels

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

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

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

12.3.2 Intentionally Left Blank.

12.3.3 Service Interruptions

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

12.3.3.2 If it is confirmed that either Party is causing an Impairment of Service, as set forth in this Section, the Party whose network or service is being impaired (the "Impaired Party") shall promptly notify the Party causing the Impairment of Service (the "Impairing Party") of the nature and location of the problem. The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service.

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

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

action.

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

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

12.3.3.5.2 The Parties shall cooperate in isolating trouble conditions.

12.3.4 Trouble Isolation

12.3.4.1 VZW is responsible for its own End User Customer base and will have the responsibility for resolution of any service trouble report(s) from its End User Customers. VZW will perform trouble isolation on services it provides to its End User Customers to the extent the capability to perform such trouble isolation is available to VZW, prior to reporting trouble to Qwest. VZW shall have access for testing purposes at the Demarcation Point, or Point of Interface. Qwest will work cooperatively with VZW to resolve trouble reports when the trouble condition has been isolated and found to be within a portion of Qwest's network. Qwest and VZW will report trouble isolation test results to the other. Each Party shall be responsible for the costs of performing trouble isolation on its facilities, subject to Section 12.3.4.2.

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

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12.3.6 Testing/Test Requests/Coordinated Testing

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

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

12.3.6.3 On manually reported trouble for designed services provided in this Agreement, Qwest will provide VZW test results upon request. For electronically reported trouble, Qwest will provide VZW with the ability to obtain basic test results in substantially the same time and manner that Qwest provides for itself, its End User

Customers, its Affiliates, or any other party.

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

12.3.7 Work Center Interfaces

12.3.7.1 Qwest and VZW shall work cooperatively to develop positive, close working relationships among corresponding work centers involved in the trouble resolution processes.

12.3.8 Misdirected Repair Calls

12.3.8.1 VZW and Qwest will employ the following procedures for handling misdirected repair calls:

12.3.8.1.1 VZW and Qwest will provide their respective End User Customers with the correct telephone numbers to call for access to their respective repair bureaus.

12.3.8.1.2 End User Customers of VZW shall be instructed to report all cases of trouble to VZW. End User Customers of Qwest shall be instructed to report all cases of trouble to Qwest.

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

12.3.8.1.4 VZW and Qwest will provide their respective repair contact numbers to one another on a reciprocal basis.

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

12.3.9 Major Outages/Restoral/Notification

12.3.9.1 Qwest will notify VZW of major network outages in substantially the same time and manner as it provides itself, its End User Customers, its Affiliates, or any other party. This notification will be via e-mail to VZW's identified contact. With the minor exception of certain Proprietary Information such as Customer information, Qwest will utilize the same thresholds and processes for external notification as it does for internal

purposes. This major outage information will be sent via e-mail on the same schedule as is provided internally within Qwest. The email notification schedule shall consist of initial report of abnormal condition and estimated restoration time/date, abnormal condition updates, and final disposition. Service restoration will be non-discriminatory, and will be accomplished as quickly as possible according to Qwest and/or industry standards.

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

12.3.10 Protective Maintenance

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

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

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

12.3.11 Hours of Coverage

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

12.3.12 Escalations

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

12.3.12.2 Qwest repair escalations may be initiated by either calling the trouble reporting center or through the electronic interfaces. Escalations sequence through five tiers: tester, duty supervisor, manager, director, vice president. The first escalation point is the tester. VZW may request escalation to higher tiers in its sole discretion. Escalations status is available through telephone and the electronic interfaces.

Electronic escalation is not available for non-designed products.

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

12.3.13 Dispatch

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

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

12.3.14 Electronic Reporting

12.3.14.1 VZW may submit Trouble Reports through the Electronic Bonding or GUI interfaces provided by Qwest.

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

12.3.15 Intervals/Parity

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

12.3.16 Jeopardy Management

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

jeopardy, Qwest notifies VZW via a status update, email, Jeopardy Notification, telephone call, and/or a FOC (Firm Order Confirmation). The purpose of the jeopardy notification is to identify jeopardy conditions to VZW that impact meeting the scheduled due date of VZW's service requests.

12.3.17 Trouble Screening

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

12.3.18 Maintenance Standards

12.3.18.1 Qwest will cooperate with VZW to meet the maintenance standards outlined in this Agreement.

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

12.3.19 End User Customer Interface Responsibilities

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

12.3.19.2 All Qwest employees who perform repair service for VZW End User Customers will be trained in non-discriminatory behavior.

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

12.3.20 Repair Call Handling

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

12.3.21 Single Point of Contact

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

12.3.22 Network Information

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

12.3.22.2 This database is known as the ICONN database, available to VZW via Qwest's web site.

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

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

12.3.23 Maintenance Windows

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

12.3.23.2 Generally, the maintenance window is between 10:00 p.m. through 6:00 a.m. Monday through Friday, and Saturday 10:00 p.m. through Monday 6:00 a.m., Mountain Time. Although Qwest normally does major Switch maintenance during the above maintenance window, there will be occasions where this will not be possible. Qwest will provide notification of any and all maintenance activities that may impact VZW ordering practices such as embargoes, moratoriums, and quiet periods in substantially the same time and manner as Qwest provides this information to itself, its End User Customers, its Affiliates, or any other party.

12.3.23.3 Planned generic upgrades to Qwest Switches are included in the ICONN database, available to VZW via Qwest's web site.

12.3.24 Switch and Frame Conversion Service Order Practices

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

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

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

12.3.24.4 Conversion Embargoes. A Switch or frame conversion embargo is the

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

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

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

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

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

12.3.24.6 Switch Embargo Period. During Switch conversions, service orders and ASRs shall be subject to an embargo period for services and facilities associated with the trunk side of the switch. For conversion of trunks where VZW mirrors their existing circuit design from the old Switch to the new Switch on a like-for-like basis, such embargo period shall extend from thirty (30) Days prior to the Conversion Date until five (5) Days after the Conversion Date. If VZW requests the addition of trunk capacity or modification of circuit characteristics to the new Switch, new facility ASRs shall be placed, and the embargo period shall extend from sixty (60) Days prior to the Conversion Date until five (5) Days after the Conversion Date. Prior to instituting an

embargo period, Qwest shall identify the particular dates and locations for Switch conversion embargo periods in its ICONN database in substantially the same time and manner as Qwest notifies itself, its End User Customers, Affiliates, or any other party.

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

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

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

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

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

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

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

12.3.24.7.7 VZW may request a Due Date change to a LNP related disconnect order scheduled during quiet periods after 12:00 noon Mountain Time the Day prior to the scheduled LSR Due Date until 12 noon Mountain Time the Day after the scheduled LSR Due Date. Such changes shall be requested by issuing a supplemental LSR requesting a Due Date change and contacting the Interconnect Service Center. Such changes shall be handled as emergency orders by Qwest.

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

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

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

SECTION 13.0 - ACCESS TO TELEPHONE NUMBERS

13.1 Nothing in this Agreement shall be construed in any manner to limit or otherwise adversely impact either Party's right to request an assignment of any NANP number resources including, but not limited to, Central Office (NXX) Codes pursuant to the Central Office Code Assignment Guidelines published by the Industry Numbering Committee (INC) as INC 95-0407-008 (formerly ICCF 93-0729-010) and Thousand Block (NXX-X) Pooling Administration Guidelines INC 99-0127-023, when these Guidelines are implemented by the FCC or Commission Order. The latest version of the Guidelines will be considered the current standard.

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

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

13.4 Each Party is responsible for administering numbering resources assigned to it. Each Party will cooperate to timely rectify inaccuracies in its LERG data. Each Party will maintain/revise the LERG to reflect current homing arrangements, which includes subtending arrangements for local and access tandems, and 800 SSP. Each Party is responsible for updating the LERG data for NXX codes assigned to its End Office Switches. Each Party shall use the LERG published by Telcordia or its successor for obtaining routing information and shall provide through an authorized LERG input agent, all required information regarding its network for maintaining the LERG in a timely manner.

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

SECTION 14.0 - LOCAL DIALING PARITY

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

SECTION 15.0 - Intentionally Left Blank

SECTION 16.0 - BONA FIDE REQUEST PROCESS

16.1 Any request for Interconnection or Ancillary service that is not already available as described in other sections of this Agreement, including but not limited to Exhibit F or any other Interconnection Agreement, Tariff or otherwise defined by Qwest as a product or service 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 Ancillary services and the technical feasibility of new/different points of Interconnection. Qwest will administer the BFR Process in a non-discriminatory manner.

16.2 A BFR shall be submitted in writing and on the appropriate Qwest form for BFRs. VZW and Qwest may work together to prepare the BFR form and either Party may request that such coordination be handled on an expedited basis. This form shall be accompanied by the non-refundable Processing Fee specified in Exhibit A of this Agreement. Qwest will refund on-half of the Processing Fee if the BFR is cancelled within ten (10) business Days of the receipt of the BFR form. The form will request, and VZW will need to provide, the following information, and may also provide any additional information that may be reasonably necessary in describing and analyzing VZW's request:

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

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

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

16.5 If Qwest determines during the twenty-one (21) Day period that a BFR does not qualify as an Interconnection or Ancillary service that is required to be provided under the Act or state law, Qwest shall advise VZW as soon as reasonably possible of that fact, and Qwest shall promptly, but in no case later than the twenty-one Day period, provide a written report setting forth the basis for its conclusion.

16.6 If Qwest determines during such twenty-one (21) Day period that the BFR qualifies under the Act or state law, it shall notify VZW in writing of such determination within ten (10) calendar Days, but in no case later than the end of such twenty-one (21) Day period.

16.7 As soon as feasible, but in any case within forty-five (45) calendar Days after Qwest notifies VZW that the BFR qualifies under the Act, Qwest shall provide to VZW a BFR quote. The BFR quote will include, at a minimum, a description of each Interconnection and Ancillary service, the quantity to be provided, any interface specifications, and the applicable rates (recurring and nonrecurring) including the separately stated development costs and construction charges of the Interconnection Ancillary service and any minimum volume and term commitments required, and the timeframes within which the request will be provisioned.

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

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

16.10 If either Party believes that the other Party is not requesting, negotiating or processing any BFR in good faith, or disputes a determination or quoted price or cost, it may invoke the Dispute Resolution provision of this Agreement.

16.11 All time intervals within which a response is required from one Party to another under this Section are maximum time intervals. Each Party agrees that it will provide all responses to the other Party as soon as the Party has the information and analysis required to respond, even if the time interval stated herein for a response is not over.

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

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

16.14 Upon request, Qwest shall provide VZW with Qwest's supporting cost data and/or studies for the Interconnection or Ancillary service that VZW wishes to order within seven (7) business Days, except where Qwest cannot obtain a release from its vendors within seven (7) business Days, in which case Qwest will make the data available as soon as Qwest receives

the vendor release. Such cost data shall be treated as Confidential Information, if requested by Qwest under the non-disclosure sections of this Agreement.

16.15 Qwest shall make available a topical list of the BFRs that it has received with VZWs under this Agreement. The description of each item on that list shall be sufficient to allow VZW to understand the general nature of the product, service, or combination thereof that has been requested and a summary of the disposition of the request as soon as it is made. Qwest shall also be required upon the request of VZW to provide sufficient details about the terms and conditions of any granted requests to allow VZW to elect to take the same offering under substantially identical circumstances. Qwest shall not be required to provide information about the request initially made by VZW whose BFR was granted, but must make available the same kinds of information about what it offered in response to the BFR as it does for other products or services available under this Agreement. VZW shall be entitled to the same offering terms and conditions made under any granted BFR, provided that Qwest may require the use of ICB pricing where it makes a demonstration to VZW of the need therefore.

SECTION 17.0 - AUDIT PROCESS

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

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

17.2.1 Either Party may request to perform an Audit.

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

17.2.3 The Audit shall occur during normal business hours.

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

17.2.5 The requesting Party may review the non-requesting Party's records, books and documents, as may reasonably contain information relevant to the operation of this Agreement. The Audited Party may redact from the books, records or other documents provided to the auditor any Audited Party information that reveals the identity of the End User Customers of Audited Party.

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

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

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

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

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

17.2.11 The Parties agree that if an Audit discloses error(s), the Party responsible

for the error(s) shall, in a timely manner, undertake corrective action for such error(s). All errors not corrected within thirty (30) business Days shall be escalated to the Vice-President level.

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

SECTION 18.0 - CONSTRUCTION CHARGES

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

SECTION 19.0 - NETWORK STANDARDS

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

19.2 The Parties recognize that equipment vendors may manufacture Telecommunications equipment that does not fully incorporate and may differ from industry standards at varying points in time (due to standards development processes and consensus) and either Party may have such equipment in place within its network. Except where otherwise explicitly stated within this Agreement, such equipment is acceptable to the Parties, provided said equipment does not pose a security, service or safety hazard to persons or property.

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

19.3.1 Switching

GR-2863-CORE AIN

GR-1428-CORE Toll Free Service

GR-1432-CORE TCAP

GR-905-CORE ISUP

GR-1357-CORE switched Fractional DS1

GR-1298-CORE AIN switching System Generic Requirements

GR-1299-CORE AIN Service Control Point Adjunct Interface Generic Requirements

TR-NWT-001284 AIN 0.1 switching System Generic Requirements

GR-905-CORE Common Channel Signaling Network Interface Specification

GR-1432-CORE CCS Network Interface Specification Telcordia TR-TSY-000540, Issue 2R2

GR-305-CORE

GR-1429-CORE

GR-2863-CORE

FR-64 LATA LSSGR

GR-334-CORE Switched Access Service

TR-NWT-000335 Voice Grade Special Access Services

TR-TSY-000529 Public LSSGR

TR-NWT-000505 LSSGR Call Processing

FR-NWT-000271 OSSGR

TR-NWT-001156 OSSGR Subsystem

SR-TSY-001171 System Reliability Analysis

19.3.2 Transport

Telcordia FR-440

TR-NWT-000499 (TSGR) Transport Systems Generic Requirements

GR-820-CORE Generic Transmission Surveillance; DS1 and DS3 Performance

GR-253-CORE Synchronous Optical Network Systems (SONET)

TR-NWT-000507 Transmission

TR-NWT-000776 NID for ISDN Subscriber Access

TR-INS-000342 High Capacity Digital Special Access Service

ST-TEC-000051 & 52 Telecommunications Transmission Engineering
Handbooks Volumes 1 & 2

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

19.3.3 Loops

TR-NWT-000057 Functional Criteria for Digital Loop Carrier Systems Issue 2

TR-NWT-000393 Generic Requirements for ISDN Basic Access Digital
Subscriber Lines

GR-253-CORE SONET Common Generic Criteria

TR-NWT-000303 Integrated Digital Loop Carrier System Generic Requirements

TR-TSY-000673 Operations Interface for an IDLC System

GR-303-CORE Issue 1 Integrated Digital Loop Carrier System Generic
Requirements

TR-NWT-000393 Generic Requirements for ISDN Basic Access Digital

Subscriber Lines

TR-TSY-000008 Digital Interface Between the SLC 96 Digital Loop Carrier System and a Local Digital switch

TR-NWT-008 and 303

TA-TSY-000120 Subscriber Premises or Network Ground Wire

GR-49-CORE Generic Requirements for Outdoor Telephone Network Interface Requirements

TR-NWT-000239 Indoor Telephone Network Interfaces

TR-NWT-000937 Generic Requirements for Outdoor and Indoor Building Entrance

TR-NWT-000133 Generic Requirements for Network Inside Wiring

19.3.4 Local Number Portability

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

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

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

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

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

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

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

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

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

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

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

Docket 01-184; Released July 26, 2002.

19.4 The Parties will cooperate in the development of national standards for Interconnection elements as the competitive environment evolves. Recognizing that there are no current national standards for Interconnection Network Elements, Qwest has developed its own standards for some Network Elements, including:

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

Competitive Local Exchange Carrier Installation/Removal Guidelines - #77390

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

¹ Qwest now provides all Technical Publications to VZWs for no charge via the internet.

SECTION 20.0 - SIGNATURE PAGE

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

**Cellular, Inc. Financial Corporation
d/b/a Verizon Wireless**

**Cellular Inc. Network Corporation
d/b/a Verizon Wireless**

Rural Cellular Corporation

**Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless**

Qwest Corporation

Signature

Beth Drohan
Name Printed/Typed

Area Vice President – Network Midwest Area
Title

Date

Signature

L.T. Christensen
Name Printed/Typed

Director - Wholesale Contracts
Title

Date

SECTION 20.0 - SIGNATURE PAGE

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**Cellular, Inc. Financial Corporation
d/b/a Verizon Wireless**

**Cellular Inc. Network Corporation
d/b/a Verizon Wireless**

Rural Cellular Corporation

**Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless**



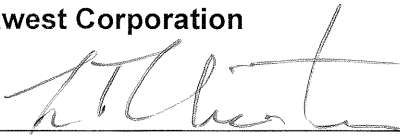
Signature

Beth Drohan
Name Printed/Typed

Area Vice President – Network Midwest Area
Title

3/14/11
Date

Qwest Corporation



Signature

L.T. Christensen
Name Printed/Typed

Director - Wholesale Contracts
Title

3/29/11
Date