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Contract Development
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Law Department

June 28, 2000

Via Airborne Express

Ms. Carole J. Washburn, Secretary
Washington Utilities and
Transportation Commission
1300 S. Evergreen Park Dr. S.W.
P.O. Box 47250
Olympia, WA 98504-7254

**RE: Negotiated Adoption of a Type 1 and Type 2 Paging Connection
Agreement between Arch Paging, Inc. and Mobile Communications
Corporation of America and U S WEST Communications, Inc.**

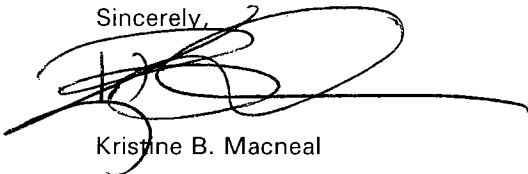
Dear Ms. Washburn:

Pursuant to the Interpretive and Policy Statement issued in Docket No. UT-990355 on April 12, 2000, U S WEST is notifying the Commission that Arch Paging, Inc. and Mobile Communications Corporation of America ("Arch Paging") is adopting the enclosed interconnection agreement in its entirety. Arch Paging and U S WEST have agreed that Arch Paging will adopt, in its entirety, the Paging Connection Agreement between U S WEST and AirTouch Paging which was approved by the Commission on August 8, 1999 in Docket No. UT-990300. This Agreement is the exact agreement previously approved by this Commission as set forth above, except that the name and address for notification of Arch Paging has been inserted in place of those for AirTouch Paging.

The agreement will be effective on the 16th day after this notice is filed with the Commission if no objections are received. If objections are received, the agreement will be effective on a date determined by the Commission. The agreement is due to expire on October 1, 2001.

Please date, file stamp and return the extra copy of this letter in the enclosed self-addressed and postage paid envelope. If you have any questions or need any further information, please do not hesitate to contact me at (303) 793-6605.

Sincerely,



Kristine B. Macneal

Enclosures

cc: Elizabeth Weber (w/enc.)
Bernis Doyle (w/enc.)



Proud Sponsor
36 USC 380

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**PAGING CONNECTION
AGREEMENT**

BETWEEN

U S WEST COMMUNICATIONS, INC.

AND

**ARCH PAGING, INC. AND MOBILE COMMUNICATIONS
CORPORATION OF AMERICA**

Washington

CDS-000613-0008

NOTE:

In this Agreement, **bold** text indicates arbitrated language (excluding bold in Schedule 1 and Appendix B). All other language is negotiated and agreed upon by the Parties.

PAGING INTERCONNECTION AGREEMENT

This Paging Interconnection Agreement ("Agreement"), is between Arch Paging, Inc. and Mobile Communications Corporation of America ("Arch" or "Paging Provider"), a Delaware corporation and U S WEST Communications, Inc. ("USWC"), a Colorado corporation.

WHEREAS, USWC and Paging Provider each are facility-based providers of telecommunications services;

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

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

WHEREAS, the Parties desire to interconnect their respective systems in a technically and economically efficient manner;

WHEREAS, the Parties desire to interconnect their respective systems on terms that are fair and equitable to both Parties; and

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

1. RESERVATIONS OF RIGHTS; CHANGES IN THE LAW

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

1.2. This Agreement is a combination of agreed terms and conditions imposed by arbitration under Section 252 of the Communications Act of 1934, as modified by the Telecommunications Act of 1996, and as such does not necessarily represent the position of either Party on any given issue. The Parties have agreed to certain provisions in this Agreement, based on their respective understanding of the current state of the law, rules, regulations and interpretations thereof, as of the date hereof (the "Existing Rules"). To the extent that the Existing Rules are amended or modified in a manner material to this

Agreement and such changes have become a Final Order (the "New Rules"), then the Parties shall negotiate in good faith in an effort to amend the Agreement to bring this Agreement into compliance with the New Rules. If the Parties are unable to agree upon such an amendment, the matter shall be resolved in accordance with the Dispute Resolution provisions of this Agreement.

2. SCOPE OF AGREEMENT

- 2.1. This Agreement covers both Type 1 and Type 2 Paging Connection Service, which consists only of those one-way facilities and services that are provisioned by USWC for the sole purpose of delivering one-way, land-to-pager traffic sent by USWC's End Users and Transit Traffic to Paging Provider's POC(s). Type 1 and Type 2 Paging Connection Service enables USWC's End Users and other telecommunications carriers transiting USWC's network to page End Users of Paging Provider's network. This Agreement includes and incorporates by reference all accompanying appendices and attachments.
 - 2.1.1. When local routing number local number portability (LRN/LNP) is implemented at a USWC end office where Paging Provider has been assigned Type 1 numbers, the Parties shall negotiate in good faith to determine whether it is technically feasible and economically efficient for both parties (taking into consideration the cost savings, if any, and cost increases, if any, associated with the porting of numbers) to have any or all such numbers ported from the end office where the numbers reside to the Paging Provider Switch via a Type 2 tandem level interconnection while retaining the rating of such numbers at the end office. If those conditions are met, the Parties shall cooperate in good faith to revise their interconnection arrangement in this manner.
- 2.2. Facilities for Delivery of Transit Traffic
 - 2.2.1 USWC will deliver Transit Traffic to Paging Provider's POC over the same facilities and trunks used to deliver USWC's End User originated calls.
- 2.3. Each Party agrees to pay the other Party for any Telecommunications Services it orders or requests on its own behalf from the other Party pursuant to applicable federal and state tariffs or separate written agreements. Neither Party is authorized nor shall attempt to place orders to any telecommunications carrier for or on behalf of the other Party.
- 2.4. This Agreement recognizes the unique status of traffic delivered to enhanced service providers. Paging Provider will utilize separate trunk groups, ordered through USWC's Basic Exchange Tariff, for provisioning enhanced services if such service is not incidental to the Paging Service and Narrowband PCS service which are Paging Providers' primary business.
- 2.5. This Agreement does not cover delivery of traffic from Paging Provider's network to USWC's network. Should Paging Provider desire to deliver traffic to USWC

from Paging Provider's End Users, the Parties shall negotiate in good faith such appropriate additional or different interconnection arrangements for such traffic.

2.6. Delivery of Paging Traffic

2.6.1. Paging Connection Service delivers paging traffic to the Paging Provider's POC(s) as identified in Appendix B.

2.6.2 Pursuant to joint planning as specified in the Forecasting section of this Agreement, USWC shall determine all aspects and elements of the Paging Connection Service facilities that it provides itself, including, but not limited to, design, location, quantities, distance, etc. USWC shall base this determination on technical and economic efficiency considerations, e.g., network requirements. **Subject to the provisions of this Section**, USWC shall monitor its usage on Paging Connection Service and will reconfigure trunk groups as it deems necessary. USWC reserves the right to review, revise or modify its Paging Connection Service at any time for any lawful business reason. All circuits and equipment provided by USWC will always be wholly owned and operated by USWC. **USWC shall provide interconnection and interconnection facilities for Paging Connection Service that are equal in quality to what USWC provides itself, its affiliates, or other carriers. Paging Connection Service facilities shall be engineered to be consistent with the Eighth Circuit court decision, BellCore Special Report SR-TAP-000191, and WAC 480-120-515.¹**

2.6.3. Paging Provider's and USWC's equipment and systems will be compatible, and will be consistent with normally accepted industry standards as defined in Bellcore Technical Reference GR-145-CORE entitled "Compatibility Information For Interconnection of a Wireless Services Provider and a Local Exchange Carrier Network".

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

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

2.6.3.3. Paging Provider and USWC will provide supervisory tones or voice announcements to the calling party on all calls, consistent with standard industry practices.

¹ AirTouch Order, Docket No. UT-990300, Section II, 6(D) Decision

2.6.3.4 Paging Provider shall provide a sufficient quantity of equipment ports to accommodate the number of trunks provided by USWC.

2.6.4 Type 1 and Type 2 Paging Connection Service will be established in accordance with the specifications set forth in Bellcore GR-145-CORE and in accordance with the following:

2.6.4.1 The Parties at present are interconnected at numerous points and in various manners throughout the USWC serving area. **The present network design and resulting interconnection arrangements are technically feasible and efficient. Paging Provider may designate new or additional POCs where it wants to receive traffic from USWC. The Parties must cooperate and work together to maintain efficient interconnection during the term of the Agreement. Any related dispute shall be resolved according to the Dispute Resolution procedures set forth in Section 13.14 of this Agreement.²**

2.6.4.2 **The provisions of this Section apply to all existing and future Paging Connection Service arrangements.**

2.6.4.3 **Type 1 Paging Connection Service**

2.6.4.3.1. Subject to Section 2.6.4.3.2., Paging Provider may designate new or additional POCs anywhere within the LATA.

2.6.4.3.2 Billing Demarcation Point:

2.6.4.3.2.1 The Billing Demarcation Point between USWC's and Paging Provider's networks shall be located within the LATA at either (i) 60 airline miles from the USWC Serving Wire Center of the Paging Provider's Point of Connection where the facility is connected when such Serving Wire Center is located within the LATA and more than 60 airline miles from the USWC End Office that houses the DID numbers, or (ii) at the USWC Serving Wire Center of the Paging Provider's Point of Connection when such Serving Wire Center is located within the LATA and less than

² AirTouch Order, Docket No. UT-990300, Section II. 3(D) Decision

60 airline miles from the USWC End Office that houses the DID numbers (the Paging Provider is only responsible for recurring charges for non-compensable traffic between the USWC Serving Wire Center of the Paging Provider's Point of Connection and the location of Paging Provider's Point of Connection).

2.6.4.3.2.2 When the Billing Demarcation Point is established at the 60 mile mark as described in 2.6.4.3.2.1(i) above, the Paging Provider shall pay only the recurring mileage based rates for the portion of the facility from the Billing Demarcation Point to the USWC End Office that houses the DID numbers. Paging Provider shall not pay any portion of port charges, or other costs associated with such facilities. Such mileage charges will be pursuant to Schedule 1, at the fifty-plus mileage band rate.

2.6.4.4 Type 2 Paging Connection Service

2.6.4.4.1 Within a LATA, Paging Provider may designate multiple POCs at which it wishes to receive paging traffic from USWC. Each such POC shall receive traffic from the USWC Local and Toll Tandem serving the geographic area in which the POC is located. Type 2 Paging Connection Service shall never extend beyond the boundaries of the geographic area of USWC's Local Tandem serving Paging Provider's POC³. USWC shall not be responsible for providing, maintaining or paying for facilities used to connect Paging Provider POC(s) to Paging Provider's equipment or network.

2.6.4.4.2 If Paging Provider designates a POC outside of the geographic area of the Local Tandem and Toll Tandem serving areas, a billing demarcation point will be established at the USWC wire center closest to the boundary on the route to Paging Provider's designated POC. Mileage charges will be billed pursuant to applicable USWC Tariffs at the

³ AirTouch Order, Docket No. UT-990300, Section II. 3(D) Decision

appropriate mileage band as determined by the airline miles from the billing demarcation point to the Serving Wire Center of the POC.

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

2.6.4.5.1 Network Access Channel

A NAC facility extends from the Serving Wire Center of USWC to the Paging Provider's Paging Terminal location. NAC facilities may not extend beyond the area served by USWC's Serving Wire Center. A NAC must always be provisioned with Type 1 and Type 2 Service for connection, identification, and billing purposes. (The Paging Provider is only responsible for recurring and non-recurring charges for non-compensable traffic between the USWC Serving Wire Center of the Paging Provider's Point of Connection and the location of Paging Provider's Point of Connection).

The digital option for NAC is available only where technically feasible or where Paging Provider agrees to pay Construction Charges to build necessary facilities.

2.6.4.5.2 Mid-Span Meet (POC)

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

2.6.4.5.3 Hub Location

When Paging Provider locates its terminal outside the EAS/Local Calling Area, but within the LATA, the Hub Location POC is available to

establish Paging Provider's POC within the EAS/Local Calling Area under the following provisions. The Hub Location POC, limited to use with Type 2 Local Tandem or Type 1 end office interconnection, may be established at a USWC central office at which multiplexing is performed. The physical arrangement of a POC at a Hub Location consists of: a DS1 or DS3 Private Line Transport Service (PLTS) facility from Paging Provider's POC (in another EAS/Local Calling Area within the LATA) to the USWC Hub Location, leased from USWC, and a Private Line Transport Service multiplexer at the Hub Location, leased from USWC. Where a multiplexer is not required, a digital cross connect bay at the Hub Location can be designated as the POC.

USWC will not be required to pass EAS/Local traffic of the Hub Location calling area to Paging Provider at any other location other than the leased DS3 multiplexer⁴.

- 2.6.5. Any proposed post-installation changes of systems, operations or services, other than the Paging Connection Services, which would materially affect the other Party's system, operation or services must be coordinated with the other Party by giving as much advance notice as is reasonable, and in no event in less than ninety (90) days, of the nature of the changes and when they will occur. For Paging Connection Service, changes may be made only in accordance with the provisions of this Agreement.
- 2.6.6. If the authorized service areas of USWC or Paging Provider change, the Parties agree to negotiate any necessary modifications to this Agreement in good faith.
- 2.6.7. If USWC proposes any change to the listed rate in any Tariff to which Paging provider is subject under this agreement, USWC shall give Paging Provider such notice as is required by statute, Commission rule or Tariff, or if no notice is required, thirty (30) days' advance notice. Nothing in this Section is intended to limit any right of Paging Provider to challenge any change of such rates.

⁴ Commission Order Modifying Arbitrator's Report dated July 1, 1999, Docket No. UT-990300 ("Order Modifying Arbitrator's Report"), paragraphs 67-69, 80-82.

3. DEFINITIONS

- 3.1. "Act" means the Communications Act of 1934 (47 U.S.C.151 *et seq.*), as amended inter alia by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the courts, FCC, or competent state regulatory bodies.
- 3.2. "Billing Demarcation Point" shall be the specified point on an interconnection facility where financial responsibility for the facility shifts from one party to this Agreement to the other party to this Agreement as contemplated by Section 2.6.4. There need be no physical demarcation of the Billing Demarcation Point.
- 3.3. "Commercial Mobile Radio Service" ("CMRS") is a mobile service that is:(a)(1) provided for profit; (2) an interconnected service; and (3) available to the public, or to such classes of eligible users as to be effectively available to a substantial portion of the public; or (b) the functional equivalent of such a mobile service described in Section 3.2(a) above.
- 3.4. "Commission" means the Washington Utilities and Transportation Commission and any successor state agency that performs the same or substantially the same regulatory functions.
- 3.5. "Compensable Traffic" means the portion of all traffic delivered by USWC to Paging Provider upon which terminating compensation is to be paid, if any, as set forth on Appendix A.
- 3.6. "EAS/Local Calling Area" means the geographic area defined by the EAS boundaries as determined by the Commission and defined in USWC's Local and/or General Exchange Service Tariff within which LEC customers may complete a landline call without incurring toll charges. Traffic originated and terminated within the same EAS boundary is considered to be EAS/Local and is to be considered local for purposes of this Agreement.
- 3.7. "End User(s)" means a third-party (residence or business) that subscribes to Telecommunications Services provided by either of the Parties.
- 3.8. "Enhanced Services" are services offered over common carrier transmission facilities used in interstate communications, which employ computer processing applications that act on the format, content, code, protocol or similar aspects of the subscriber's transmitted information; provide the subscriber additional, different or restructured information; or involve subscriber interaction with stored information.
- 3.9. **"Exempt Traffic" means the portion of all traffic delivered by USWC to Paging Provider which is not Compensable Traffic, as set forth on Appendix A. ⁵ The Parties agree for purposes of this Agreement that Exempt Traffic includes inter-MTA traffic, Transit Traffic and traffic**

⁵ AirTouch Order, Docket No. UT-990300, Section II. 8(D) Decision

originated by USWC customers which is routed to a Paging Provider POC located in a different LATA than where the call originates.⁶

- 3.10. "FCC" means the Federal Communications Commission and any successor federal agency that performs the same or substantially the same regulatory functions.
- 3.11. "Final Order" means an Order or Orders entered by the Commission or the FCC with respect to which (a) the time period for seeking reconsideration or review, or filing a judicial appeal, shall have elapsed without the filing of any petition for reconsideration, application for review, or appeal by any party or third party and, if the Order or Orders were granted by the Commission or FCC staff on delegated authority, the time period for review by the full Commission or FCC on its own motion shall have expired without such review having been undertaken with respect to such Orders, or any aspect or portion thereof, or (b) a petition for reconsideration, application for review, or appeal has been filed or the full Commission or FCC has undertaken review on its own motion, but the Order or Orders shall have been reaffirmed or upheld or the challenge thereto shall have been withdrawn or dismissed and the applicable period for seeking further administrative or judicial review with respect to such action shall have expired without the filing of any action, petition or request for further review.
- 3.12. "InterLATA service" is telecommunications between a point located in a LATA and a point located outside such LATA.
- 3.13. "IntraLATA service" is telecommunications between two points located within a single LATA.
- 3.14. "Local Access and Transport Area" ("LATA") means a contiguous geographic area: a) established before the date of enactment of the Telecommunications Act of 1996 by a Bell operating company such that no exchange area includes points within more than 1 metropolitan statistical area, consolidated metropolitan statistical area, or State, except as expressly permitted under the AT&T Consent Decree; or (b) established or modified by a Bell operating company after such date of enactment and approved by the FCC.
- 3.15. "Local Tandem" is a USWC switching system that switches calls to and from end offices within the Commission-defined Wireline local calling area for call completion.
- 3.16. [Left blank for numbering consistency.]
- 3.17. "MTA" or "Major Trading Area" is a geographic area established in Rand McNally's Commercial Atlas and Marketing Guide, as modified and used by the FCC in defining CMRS license boundaries for CMRS providers for purposes of Sections 251 and 252 of the Act.

⁶ AirTouch Order, Docket No. UT-990300, Section II. 1(D) Decision

- 3.18. "NXX" means the fourth, fifth and sixth digits of a ten-digit telephone number, and designates a Central Office Code.
- 3.19. "Order" means any order, writ, injunction, decree, stipulation, decision, or award entered or rendered by the Commission or the FCC.
- 3.20. "Party" means either USWC or Paging Provider and "Parties" means USWC and Paging Provider.
- 3.21. "Point of Connection" or "POC" is the physical connection point(s) between Paging Provider and USWC; the technical interface(s), test point(s) and point(s) for operational division of responsibility as set forth in this agreement.
- 3.22. "Rate Center" means the specific geographic point (the "Rating Point") and corresponding geographic area that are associated with one or more particular NPA-NXX codes that have been assigned to a telecommunications carrier. The geographic point is identified by a specific vertical and horizontal ("V & H") coordinate that is used by USWC in conjunction with the V&H coordinates of other rate centers to calculate distance-sensitive rates for end user traffic.
- 3.23. **"Routing Point" denotes a location that a telecommunications carrier has designated on its network as the homing (routing) point for traffic that terminates to a specific NPA-NXX designation. The Routing Point need not be the same as the Rating Point and need not be within the same Rate Center, but must be in the same LATA as the associated NPA-NXX.**⁷
- 3.24. "Serving Wire Center" or "SWC" denotes the USWC office from which dial tone for local exchange service will, absent special arrangements, be provided to USWC End Users.
- 3.25. "Tandem Office Switches" are switches that are used to connect and switch trunk circuits between and among other End Office Switches, "Access Tandems" are Tandem Office Switches that exchange access traffic. "Toll Tandems" are Tandem Office Switches that exchange intraLATA toll traffic.
- 3.26. "Tandem Service Area" denotes the geographic area that is serviced by a Tandem office switch and all end offices subtending that tandem.
- 3.27. "Tariff" as used throughout this Agreement refers to USWC interstate and state tariffs, price lists, price schedules, catalogs, and service agreements as listed on the website <http://tariffs.uswest.com/>, and as further identified on Schedule 1 to Appendix A.

⁷ AirTouch Order, Docket No. UT-990300, Section II. 4(D) Decision

- 3.28. "Telecommunications Services" means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.
- 3.29. "Transit Traffic" is traffic that originates with a telecommunications carrier other than USWC that transits USWC's network and is delivered to the Paging Provider's POC. The sending and receiving parties are not End Users of USWC, the transiting tandem telecommunications carrier.
- 3.30. "Type 1 Paging Connection Service" is a one-way final route trunk group between USWC's end office switch and Paging Providers' POC(s). "Type 2 Paging Connection Service" is a one-way final route trunk group between USWC's Local and Toll Tandem switches and Paging Providers' POC(s).

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

4. RATE ELEMENTS FOR DELIVERY OF EXEMPT TRAFFIC

- 4.1. **Paging Provider will pay USWC for the portion of the USWC facilities used to deliver Exempt Traffic as specified in Appendix A hereto⁸.**
- 4.2. Applicable rate elements are:
- 4.2.1. Channel (Network Access Channel - NAC). Connection from Paging Provider's POC to the Serving Wire Center. Non-recurring charges apply to four-wire digital channels.
- 4.2.2. Channel Facility (for digital service) - DS1 level. Twenty-four digital voice grade channels can be transmitted over one DS1 facility. A full DS1 is necessary for the addition of voice grade channels even if ordered in increments of less than 24. The transmission rate is 1.544 Mbps.
- 4.2.3. Channel Facility (for digital service) - DS3 level. Twenty-eight DS1s, including their associated digital voice grade channels, can be transmitted over one DS3 facility. When using a DS3 multiplexing level, a full DS3 is necessary for the addition of DS1s even if ordered in increments of less than 28. The facility transmission rate is 44.736 Mbps.
- 4.2.4. Dedicated Transport. If the Serving Wire Center is not the USWC end office or Local or Toll Tandem, dedicated transport extends the channels/channel facility from the end office or tandem to the Serving Wire Center. The interoffice facilities can be either analog or DS1 or DS3 digital systems.

⁸ AirTouch Order, Docket No. UT-990300, Section II. 8(D) Decision

4.2.5. Multiplexing. Multiplexing performed at the Serving Wire Center enables a DS1 NAC to be connected to a DS0 Dedicated Transport System. A DS3 system will be multiplexed down to a DS1 level in order to connect with the digital switch.

5. PAGING CONNECTION ARRANGEMENTS

5.1. Technical Requirements

Equipment Interface. It is solely the Paging Provider's responsibility to advise USWC of the equipment interface to be used at Paging Provider's POC. The technical requirements for the equipment interface must be selected from those specified in Appendix B. Available equipment interfaces specified in Appendix B are defined in Bellcore Reference Documents GR145-CORE & BR-795-403-100.

5.2. Cooperative Testing

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

5.3. Forecasting

5.3.1 Either Party shall, at the request of the other Party, participate in joint planning sessions at quarterly intervals. The Paging Provider shall complete a POC Forecast Form – Paging Connection (POC Forecast Form(s)) attached as Appendix B, for each POC and for each different equipment interface within each POC. Although Paging Provider is required to complete a POC Forecast Form(s), such forecasts are not orders for USWC telecommunications services. USWC may use Paging Provider's forecasts and other sources of data which USWC independently selects and obtains to help determine the design and configuration of Paging Connection Service. Except as set for in Section 2.6.2 hereof, USWC is under no obligation to provide services to meet the usage forecasted by the Paging Provider in the POC Forecast Form, such information is for USWC's planning purposes only.

5.3.1.1. Paging Provider shall complete the first POC Forecast form(s) upon execution of this Agreement. Thereafter, Paging Provider must complete and send USWC updated POC Forecast Form(s) quarterly. If USWC does not receive an updated form with a new forecast each quarter, then USWC will rely on the last form received and its own current measurement of traffic over the Paging Connection Service facilities.

5.3.2 USWC shall, upon execution of this Agreement, provide Paging Provider with any data in its possession regarding the volume of traffic over the Paging Connection Service facilities. Thereafter, USWC shall on a quarterly basis send Paging Provider any updated traffic data in its possession.

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

5.4. **Rate Centers**

In the context of Type 2 Paging Connection Service, for purposes of compensation between the Parties and the ability of USWC to appropriately apply its toll tariff to its End Users, Paging Provider shall select an end office as a Rate Center for each NXX code that is within the Tandem Service Area of the Tandem Office Switch to which Paging Provider interconnects. Until such time as the assignment of less than whole NPA-NXX codes to each Rate Center is technically and economically feasible, Paging Provider shall assign whole NPA-NXX codes to each Rate Center.⁹

5.5 Routing Points

With respect to Type 2 Paging Connection Service, Paging Provider will also designate a Routing Point for each designated NXX code. Paging Provider shall designate one of its switch locations as the Routing Point for each NXX code assigned to Paging Provider.

6. LOCAL TRANSPORT AND TERMINATION RATES

6.1. **USWC will pay Paging Provider for the transport and termination of Compensable Traffic as set forth in Appendix A.¹⁰**

7. SERVICE IMPAIRMENT

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

⁹ AirTouch Order, Docket No. UT-990300, Section II. 5(D) Decision

¹⁰ AirTouch Order, Docket No. UT-990300, Section II. 8(D) Decision

- 7.2. If either Party causes an Impairment of Service, as set forth in this Section, the Party (the "Impaired Party") shall promptly notify the Party causing the Impairment of Service (the "Impairing Party") of the nature and location of the problem. The Impaired Party shall advise the Impairing Party that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service. If the Impairing Party is unable to promptly remedy the Impairment of Service, the Impaired Party may temporarily discontinue use of the affected circuit, facility or equipment.
- 7.3. When a Party reports trouble to the other Party, and no trouble is found in the other Party's equipment, the reporting Party will be responsible for payment of service maintenance charges as specified in USWC's Intrastate Switched Access Tariff (cite) or state-specific pricing catalogue, as appropriate, for the period of time from when the other Party's personnel are dispatched to when the work is completed. Failure of the other Party's personnel to find trouble in its service will not result in a charge if the trouble is actually in that service, but not discovered at that time.
- 7.4. To facilitate trouble reporting and to coordinate the repair of the service provided by each Party to the other under this Agreement, each Party shall designate a Trouble Reporting Control Office (TRCO) and a toll free telephone number for such service.

USWC's TRCO number is (800) 784-3414
Paging Provider's TRCO number is (800) 733-4823

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

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

8. COLLOCATION

Should the Parties desire to collocate transmission equipment, through either physical or virtual collocation, the Parties will enter into a separate collocation agreement.

9. ACCESS TO TELEPHONE NUMBERS

9.1 Number Resources Arrangements

- 9.1.1 Nothing in this Agreement shall be construed in any manner to limit or otherwise adversely impact either Party's right to request or to the assignment of any North American Numbering Plan ("NANP") number resources including, but not limited to, central office "NXX" codes pursuant to the Central Office Code Assignment Guidelines (last

published by the Industry Numbering Committee ("INC") as INC 95-0407-008, Revision 4/19/96, formerly ICCF 93-0729-010).

- 9.1.2. If changes occur in the manner in which number resources are allocated, administered or handled by the network such that Paging Provider can be and is assigned a partial NXX code in lieu of a whole NXX code for Type 2 connection service, then all references in this Agreement to an NXX code shall be deemed to include such partial NXX code if technically feasible, to the extent appropriate under Commission (or FCC) orders, rules, or decisions.
- 9.1.3. USWC will assign Type 1 numbers to Paging Provider on an equitable non-discriminatory basis upon reasonable request. **Blocks of 100 local numbers will be provided by USWC to Paging Provider as available from the NXX codes assigned to a USWC End Office¹¹.** Charges for such numbers shall be in accordance with Schedule 1.
- 9.1.4. It shall be the responsibility of each Party to program and update its own network systems pursuant to the Local Exchange Routing Guide (LERG) to recognize and route traffic to the other Party's assigned NXX codes. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities. The Parties will cooperate to establish procedures to ensure the timely activation of NXX assignments in their respective networks.
- 9.1.5. Each Party shall be responsible for notifying its end users of any changes in numbering or dialing arrangements to include changes such as the introduction of new NPA's or new NXX codes.
- 9.1.6. Each Party is responsible for administering NXX codes assigned to it. Each Party is responsible for arranging LERG input for NXX codes assigned to its equipment. Each Party shall use the LERG published by Bellcore or its successor for obtaining routing information and shall provide through an authorized LERG input agent, all required information regarding its network for maintaining the LERG in a timely manner.
- 9.1.7. Notwithstanding any provision of this Agreement to the contrary, Paging Provider reserves the right to challenge, at any time, before the Commission, or any court or agency with jurisdiction, the reasonableness or appropriateness of any USWC recurring or nonrecurring charge for numbers, number assignments, number maintenance, number administration and/or other number resource related charges.

¹¹ AirTouch Order, Docket No. UT-990300, Section II. 3(D) Decision

10. U S WEST DEX ISSUES

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

11. TERM OF AGREEMENT

11.1 Effective Dates

11.1.1 The economic terms of the Agreement pertaining to the percentage of Facilities Charges payable by Paging Provider, as set forth in Section II of Appendix A, shall be given effect as of July 28, 1998, pursuant to Sections 251 and 252 of the Act¹². The Parties will use their best efforts to reach mutual agreement within 30 days after approval of this Agreement by the Commission (the "Approval Date") on the payments that must be made or the credits that must be issued to implement this provision. If the Parties are unable to reach such agreement, the matter shall be subject to the Dispute Resolution provisions of this Agreement.¹³

11.1.2 Except as provided in Section 11.1.1 above, all **terms¹⁴** and conditions of this Agreement, including USWC's obligation to pay terminating compensation specified in Section III of Appendix A, shall be effective as of the Approval Date.

11.2 Initial Term

The "Initial Term" of this Agreement shall expire on October 1, 2001.

11.3 Renewal

After the date specified in Section 11.2 above, this Agreement shall continue in force and effect until terminated by either Party's providing written notice of termination to the other Party pursuant to the terms of this Agreement.

¹² AirTouch Order, Docket No. UT-990300, Section II. 12(D) Decision. This does not apply to the Arch Adoption Agreement and shall be deemed Effective upon the latest date of signature.

¹³ This language is specific to the AirTouch Agreement and does not apply to this Arch Adoption Agreement.

¹⁴ AirTouch Order, Docket No. UT-990300, Section II. 12(D) Decision

11.4 Termination

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

11.4.2 Voluntary Termination. The Agreement may be terminated upon 160 days' advance written notice at any time after [date certain 160 days prior to the end of the Initial Term]. The Parties agree that any such notification of termination shall be deemed a formal request under Sections 251 and 252 of the Act for negotiation of an interconnection agreement. During the termination notice period, the Parties shall negotiate in good faith to reach a revised agreement. If no such agreement is reached, the Agreement will terminate on the 161st day after notice, unless either party has requested arbitration pursuant to Section 252(b)(1) of the Act, in which case the Agreement will continue in force and effect until a successor agreement has been approved by the Commission.

12. PAYMENT

12.1 Amounts payable under this Agreement are due and payable within thirty (30) days after the date of invoice, unless disputed in good faith by either Party. Billing and collection of usage charges by either Party from its End Users shall have no bearing on the amount or timeliness of either Party's payment obligation to the other Party.

12.2 Unless otherwise specified in this Agreement, any amount due and not paid by the due date to either Party shall be subject to the late payment factor of the USWC Intrastate Access Service Tariffs, General Regulations for the state in which the Paging Connection Service or other service provided pursuant to this Agreement is rendered.

12.3 Should either Party dispute any portion of the monthly billing under this Agreement, that Party will notify the other Party in writing within thirty (30) days of the receipt of such billing, identifying the amount and details of such dispute. Both Parties agree to expedite the investigation of any disputed amounts in an effort to resolve and settle the dispute prior to initiating any other rights or remedies. Each party shall pay all billed amounts when due, provided, however, that a Party may withhold (i) up to four months worth of disputed charges (not to exceed \$100,000 in the aggregate for all disputes should multiple disputes exist) pending resolution of such dispute, and (ii) any disputed amounts pertaining to reciprocal compensation for internet-related traffic. Should the dispute be resolved in the non-disputing Party's favor, the disputing Party shall pay the withheld amounts to the non-disputing Party within thirty days. Should the

dispute be resolved in the disputing Party's favor, the non-disputing party will credit any paid disputed amounts against the disputing Party's succeeding monthly bills; provided, however, that if a credit balance remains for more than 3 months on an account, the non-disputing Party shall pay the credit balance in cash to the disputing Party. No late payment factor or charges, interest or other penalties shall apply to payments or credits made pursuant to the settlement of disputed amounts provided the payment or credit is made within 30 days following the resolution of the dispute.

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

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

13. MISCELLANEOUS TERMS

13.1. General Provisions

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

13.1.2. Each Party is solely responsible for the services it provides to its End Users and to other telecommunications carriers.

13.1.3. 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.

13.2. Taxes

Each Party shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such Party, except for any tax on either Party's corporate existence, status or net income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax

exemption. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party.

13.3. Force Majeure

Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, labor disputes, strikes or lockouts, equipment failures due to year 2000 (Y2K) problems, power blackouts, volcanic action, other major environmental disturbances, an unforeseeable inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (collectively, a "Force Majeure Event").

13.4. Limitation of Liability

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

13.4.2 Except for indemnity obligations, each Party's liability to the other Party for any loss relating to or arising out of any negligent act or omission in its performance of this Agreement, whether in contract or in tort, shall be limited to the total amount that is or would have been charged to the other Party by such negligent or breaching Party for the service(s) or function(s) not performed or improperly performed.

13.4.3. Except as provided in Sections 13.6.4 and 13.6.5 below, neither Party shall be liable to the other under this Agreement for indirect, incidental, consequential, or special damages, including (without limitation) damages for lost profits, lost revenues, lost whether in contract, warranty, strict liability, tort, including (without limitation) negligence of any kind and regardless of whether the Parties knew the possibility that such damages could result.

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

13.4.5. Nothing contained in this Section shall limit either Party's obligations of indemnification as specified in Section 13.7 of this Agreement.

13.5. Indemnity

13.5.1. With respect to third party claims, each of the Parties agrees to release, indemnify, defend and hold harmless the other Party and each of its officers, directors, employees and agents (each an "Indemnitee") from, against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or unknown, liquidated or unliquidated including, but not limited to, costs and

attorneys' fees (collectively and individually "Claims"), whether suffered, made, instituted, or asserted by any other party or person, for invasion of privacy, personal injury to or death of any person or persons, or for loss, damage to, or destruction of property, whether or not owned by others, resulting from the indemnifying Party's performance, violation of law, or status of its employees, agents and subcontractors; or for failure to perform under this Agreement, regardless of the form of action, except for Claims arising out of, resulting from, or in connection with the Indemnitee's negligence or willful misconduct.

13.5.2. The indemnification provided herein shall be conditioned upon:

13.5.2.1. The indemnified Party shall promptly notify the indemnifying Party in writing 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.

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

13.5.2.3. In no event shall the indemnifying Party settle or consent to any judgment pertaining to any such action which is payable in any part by the indemnified Party without the prior written consent of the indemnified Party.

13.6. Intellectual Property

13.6.1. Paging Provider and USWC shall not, without the express written permission of the other, state or imply that; 1) they are connected, or in any way affiliated, with each other or the other's affiliates, 2) they are part of a joint business association or any similar arrangement with each other or the other's affiliates, 3) they or their affiliates are in any way sponsoring, endorsing or certifying each other or their goods and services, or 4) with respect to the other's advertising or promotional activities or materials, that they are in any way associated with or originated from the other or any of the other's affiliates. Nothing in this paragraph shall prevent Paging Provider and USWC from truthfully describing the network elements they use to provide service to their End Users.

13.6.2. Except as expressly provided in this Intellectual Property Section, nothing in this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, logo, trademark,

tradename, trade secret or any other intellectual property right now or hereafter owned, controlled or licensable by either Party. Paging Provider and USWC may not use any patent, copyright, logo, trademark, tradename, trade secret or other intellectual property right of the other Party or its affiliates without execution of a separate agreement between the Parties.

13.6.3. Paging Provider and USWC acknowledge the value of the marks "U S WEST," "U S WEST Communications," and "Arch Paging, Inc. and Mobile Communications Corporation of America" (the "Marks") and the goodwill associated there with and acknowledge that such goodwill is a property right belonging to U S WEST, Inc., USWC and Arch Paging, Inc. and Mobile Communications Corporation of America respectively (the "Owners"). The Parties recognize that nothing contained in this Agreement is intended as an assignment or grant to either Party of any right, title or interest in or to the Marks and that this Agreement does not confer any right or license to grant sublicenses or permission to third parties to use the Marks and is not assignable. The Parties will do nothing inconsistent with the Owners' ownership of the Marks, and all rights, if any, that may be acquired by use of the Marks shall inure to the benefit of the Owners. The Parties will not adopt, use (other than as authorized herein,) register or seek to register any mark anywhere in the world which is identical or confusingly similar to the Marks or which is so similar thereto as to constitute a deceptive colorable imitation thereof or to suggest or imply some association, sponsorship, or endorsement by the Owners. The Owners make no warranties regarding ownership of any rights in or the validity of the Marks.

13.6.4. As a condition to the access or use of patents, copyrights, trade secrets and other intellectual property (including software) owned or controlled by a third party to the extent necessary to implement this Agreement or specifically required by the then applicable federal and state rules and regulations relating to interconnection and access to telecommunications facilities and services, the Party providing access may require the other upon written notice, from time to time, to obtain a license or permission for such access or use, make all payments in connection with obtaining such permission, and providing evidence of such permission.

13.7. Warranties

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

13.8 Assignment

Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party, which consent shall not be

unreasonably withheld or delayed, provided that each Party may assign this Agreement to a corporate affiliate or an entity under its common control or an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

13.9. Default

If either Party defaults in the payment of any amount due hereunder, or if either Party violates any other provision of this Agreement, and such default or violation shall continue for thirty (30) days after written notice thereof, the other Party may seek legal and/or regulatory relief. All remedies provided for herein shall be cumulative. 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.

13.10. Disclaimer of Agency

Except for provisions herein, if any, expressly authorizing a Party to act for the other, 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.

13.11. Severability

Except as provided in Section 1.2 of this Agreement, the provisions of this Agreement are not severable.

13.12. Nondisclosure

13.12.1. All information, including but not limited to specifications, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, customer records, Customer Proprietary Network Information (as defined by Section 222 (f)(2) of the Act and as implemented by the FCC) and market data, (i) furnished by one Party to the other Party, or (ii) in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary", or (iii) communicated and declared to the receiving Party at the time of delivery, or by written notice given to the receiving Party within ten (10) days after delivery, to be "Confidential" or "Proprietary" (collectively referred to as "Proprietary Information"), shall remain the property of the disclosing Party. A Party who receives Proprietary Information via an oral communication may request written confirmation that the material is Proprietary Information. A Party who delivers

Proprietary Information via an oral communication may request written confirmation that the Party receiving the information understands that the material is Proprietary Information.

- 13.12.2. Upon request by the disclosing Party, the receiving Party shall either return or destroy all tangible copies of Proprietary Information whether written, graphic or otherwise at the receiving Party's option.
- 13.12.3. Each Party shall endeavor to keep all of the other Party's Proprietary Information confidential using the same degree of care as the receiving Party uses for its own confidential information of similar importance and shall use the other Party's Proprietary Information only in connection with performance of this Agreement. Neither Party shall use the other Party's Proprietary Information for any other purpose except upon such terms and conditions as may be agreed upon between the Parties in writing.
- 13.12.4. Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Proprietary Information as:
 - 13.12.4.1. was at the time of receipt already known to the receiving Party free of any obligation to keep it confidential; or
 - 13.12.4.2. is or becomes publicly known through no wrongful act of the receiving Party; or
 - 13.12.4.3. is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation to the disclosing Party with respect to such information; or
 - 13.12.4.4. is independently developed by an employee, agent, or contractor of the receiving Party without reference to the Proprietary Information; or
 - 13.12.4.5. is disclosed to a third person by the disclosing Party without similar restrictions on such third person's rights; or
 - 13.12.4.6. is approved for release by written authorization of the disclosing Party; or
 - 13.12.4.7. is required to be made public by the receiving Party pursuant to applicable law or regulation provided that the receiving Party shall give sufficient notice of the requirement to the disclosing Party to enable the disclosing Party to seek protective orders, at the disclosing Party's sole expense.

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

13.13. Survival

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

13.14. Dispute Resolution

If any claim, controversy or dispute between the Parties, their agents, employees, officers, directors or affiliated agents ("Dispute") cannot be settled through negotiation, it shall be resolved by arbitration under the then current rules of the American Arbitration Association ("AAA"). The arbitration shall be conducted by a single neutral arbitrator familiar with the telecommunications industry and engaged in the practice of law. Such arbitrator shall not be a current or former employee, agent, contractor, officer or director of either Party or its affiliates or subsidiaries or related in any way to a current or former employee, agent, contractor, officer, or director of either Party or its affiliates. The Federal Arbitration Act, 9 U.S.C. Secs. 1-16, not state law, shall govern the arbitrability of all Disputes. The arbitrator shall not have authority to award punitive damages. All expedited procedures prescribed by the AAA rules shall apply and the rules used shall be those for the telecommunications industry. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. The prevailing Party, as determined by the arbitrator, shall be entitled to an award of reasonable attorneys' fees and costs. The arbitration shall occur at a mutually agreed upon location. Nothing in this Section shall be construed to waive or limit either Party's right to seek relief from the Commission or the FCC as provided by state or federal law.

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

13.15. Controlling Law

This Agreement was negotiated by the Parties in accordance with the terms of the Act and the laws of the state where service is provided hereunder. It shall be interpreted solely in accordance with the terms of the Act and the applicable state law in the state where the service is provided. Where this Agreement and an applicable Tariff are in conflict, this Agreement shall control.

13.16. Joint Work Product

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

13.17. Responsibility for Environmental Contamination

Neither Party shall be liable to the other for any costs whatsoever resulting from the presence or release of any environmental hazard that such 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, except to the extent such environmental hazard arises out of, or is in connection with, the other Party's negligence or willful misconduct.

13.18. Notices

Any notices required by or concerning this Agreement shall be delivered by hand or sent via courier or certified mail to the Parties at the addresses shown below:

U S WEST Communications, Inc.

Director - Compliance
1801 California Street, Room 2410
Denver, CO 80202

Arch Paging, Inc. and Mobile
Communications Corporation of
America
Mr. Dennis Doyle
1800 West Park Drive, Suite 250
Westborough, MA 01581-3912
(508) 870-6612

With a copy to:

U S WEST Law Department
Attention General Counsel
1801 California, Room 5100
Denver, CO 80202

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

13.19. Responsibility of Each Party

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

each Party shall be responsible for (i) its own acts and performance of all obligations imposed by applicable law in connection with its activities, legal status and property, real or personal and, (ii) the acts of its own affiliates, employees, agents and contractors during the performance of that Party's obligations hereunder.

13.20. No Third Party Beneficiaries

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

13.21. Referenced Documents

All references to Appendixes, Sections, Exhibits, and Schedules shall be deemed to be references to Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. Whenever any provision of this Agreement refers to a technical reference, technical publication, Paging Provider practice, USWC practice, any publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated into this Agreement, it will be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successors) of such document that is in effect on the date hereof. If there are changes to such documents, the Parties will jointly agree whether this Agreement shall include such revised version or edition (including any amendments, supplements, addenda, or successors) of each document incorporated by reference in such a technical reference, technical publication, Paging Provider practice, USWC practice, or publication of industry standards (unless Paging Provider elects otherwise). Should there be any inconsistency between or among publications or standards, the Parties will jointly agree which requirement shall apply.

13.22. Publicity and Advertising

Neither Party shall publish (other than in connection with necessary approval of this Agreement by a Commission with jurisdiction) or use any advertising, sales promotions or other publicity materials that use the other Party's logo, trademarks or service marks without the prior written approval of the other Party.

13.23. Amendment

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

13.24. Executed in Counterparts

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

13.25. Headings of No Force or Effect

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

13.26. Regulatory Approval

The Parties understand and agree that this Agreement will be filed with the Commission and may thereafter be filed with the FCC and shall, at times, be subject to review by the Commission or the FCC. The Parties shall cooperate in a good faith effort to secure, as soon as practicable, any required regulatory approvals of this Agreement.

13.27. Compliance

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

13.28 Further Assurances

Each Party shall at any time, and from time to time, upon the written request of the other Party, execute and deliver such further documents, and do such further acts and things as the other Party may reasonably request to effect the purposes of this Agreement. The Parties shall act in good faith and consistent with the intent of the Act in the performance of their obligations under this Agreement. Where notice, approval or similar action by a Party is permitted or required by any provision of this Agreement (including, without limit, the obligation of the Parties to further negotiate the resolution of new or open issues under this Agreement) such action shall not be unreasonably delayed, withheld or conditioned.

13.29. **Section 252(i) Election**

USWC shall make available to Paging Provider any interconnection, service, or network element provided under an agreement approved under Section 252 of the Telecommunications Act to which USWC is a party upon the same terms and conditions as those provided in the agreement.¹⁵

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

¹⁵ Order Modifying Arbitrator's Report, paragraphs 45, 47

***ARCH PAGING INC. AND MOBILE COMMUNICATIONS CORPORATION OF AMERICA**

U S WEST COMMUNICATIONS, INC. *

Dennis M. Doyle
Signature

Elizabeth J. Stamp
Signature

Dennis M. Doyle
Name Printed/Typed

Elizabeth J. Stamp
Name Printed/Typed

V.P. Telecommunications
Title

Director - Interconnect
Title

6/14/00
Date

06/15/00
Date

* This Agreement is made pursuant to Section 252 (i) of the Act and is premised upon the Interconnection Agreement between AirTouch Paging and U S WEST Communications, Inc. (the "Underlying Agreement") The Underlying Agreement was approved by the Commission on August 9, 1999.

With respect to this Agreement, the Parties understand and agree:

- i) The Parties shall request the Commission to expedite its review and approval of this Agreement.
- ii) Notwithstanding the mutual commitments set forth herein, the Parties are entering into this Agreement without prejudice to any positions they have taken previously, or may take in the future, in any legislative, regulatory, or other public forum addressing any matters, including those relating to the types of arrangements contained in this Agreement. During the proceeding in which the Commission is to review and approve the Agreement, U S WEST may point out that it has objected, and continues to object, to the inclusion of the terms and conditions to which it objected in the proceedings involving the approval of the Underlying Agreement.
- iii) This Agreement contains provisions based upon the decisions and orders of the FCC and the Commission under and with respect to the Act. Currently, court and regulatory proceedings affecting the subject matter of this Agreement are in various stages, including the proceedings where certain of the rules and regulations of the FCC are being challenged. In addition, there is uncertainty in the aftermath of the Supreme Court's decision in AT&T Corp. et al. v. Iowa Utilities Board. Based on that uncertainty, and the regulatory and judicial proceedings which will occur as a result of that decision, the Parties acknowledge that this Agreement may need to be changed to reflect any changes in law. The Agreement has not been corrected to reflect the requirements, claims or outcomes of any of the Proceedings, although the pricing does reflect the Commission's most current generic order, if any. Accordingly, when a final, decision or decisions are made in the Proceedings that automatically change and modify the Underlying Agreement, then like changes and modifications will similarly be made to this Agreement. In addition, to the extent rules or laws are based on regulatory or judicial proceedings as a result of the recent Supreme Court decision, this Agreement will be amended to incorporate such changes.

iv) Subsequent to the execution of this Agreement, the FCC or the Commission may issue decisions or orders that change or modify the rules and regulations governing implementing of the Act. If such changes or modifications alter the state of the law upon which the Underlying Agreement was negotiated and agreed, and it reasonably appears that the parties to the Underlying Agreement would have negotiated and agreed to different term(s) condition(s) or covenant(s) than as contained in the Underlying Agreement had such change or modification been in existence before execution of the Underlying Agreement, then this Agreement shall be amended to reflect such different terms(s), condition(s), or covenant(s). Where the parties fail to agree upon such an amendment, it shall be resolved in accordance with the Dispute Resolution provision of this Agreement.

v) This Agreement shall continue in force and effect until terminated by either Party. The Agreement can be terminated on thirty (30) days notice, if another Interconnection Agreement will not replace the current Agreement. If there is a replacement Interconnection Agreement, one Party can notify the other Party that it is requesting Section 251/252 negotiations under the Federal Telecommunications Act of 1996 ("Act"). That notification will trigger the timeframes and procedures contained in Section 252 of the Act. In the event of such notice, the arrangements between our companies shall continue and be governed by the terms of the expired agreement until the new agreement is approved by the appropriate state commission.

vi) This Agreement shall be interpreted in accordance with GTE Service Corp. v. Federal Communications Commission, No. 99-1176 (D.C. Cir. March 17, 2000). Accordingly, subject to the change of law provisions set forth above, [Co-Provider] will not be allowed to collocate equipment that is not necessary for interconnection or access to unbundled network elements, and cross-connects between Co-Providers' equipment will not be allowed within U S WEST's premises. The Parties shall not be bound by any language in the Underlying Agreement, or any prior interpretation or performance under such language, that are inconsistent with the Court's decision in GTE Service Corp v. Federal Communications Commission.

APPENDIX A

I. Traffic Percentages

- A. **80¹⁶%** of all traffic delivered by USWC to Paging Provider under this Agreement shall be deemed "Compensable Traffic".
- B. **20¹⁷%** of all traffic delivered by USWC to Paging Provider under this Agreement shall be deemed "Exempt Traffic".
- C. **The Traffic Percentages will remain in effect until more reliable paging-specific data pertaining to the percentage of Exempt Traffic is available, at which time such data will be used to revise the Traffic Percentages set forth above. To the extent that means exist to produce a more accurate measurement, upon request, a Party shall reasonably cooperate to produce more reliable data. If the Parties are unable to agree on such data, such disagreement shall be resolved according to the Dispute Resolution procedures set forth in Section 13.14 of this Agreement.**¹⁸

II. Facilities Charges

Paging Provider shall be obligated to pay USWC, at the USWC Tariff rate, as more particularly described on Schedule 1 hereto, for the portion of facilities used to deliver Exempt Traffic. The payment shall be calculated by multiplying the Tariff rate by the percentage of traffic deemed Exempt Traffic under Section I of this Appendix A.

III. Terminating Compensation

Terminating Compensation shall be paid by USWC on Compensable Traffic at the End Office rate of \$.00169 per minute of use ("MOU"), on an interim basis until the Commission's final determination of rates in the generic cost and pricing proceeding captioned In the Matter of the Pricing Proceeding for Interconnection, Unbundled Elements, Transport and Termination, and Resale, UT-960369 (general), UT-960370 (USWC), UT-960371 (GTE), or until such time as the FCC makes a further determination, provided, however, that the interim rate shall not be subject to a "true up" subsequent to such final determination.¹⁹

¹⁶ AirTouch Order, Docket No. UT-990300, Section II. 11(D) Decision

¹⁷ AirTouch Order, Docket No. UT-990300, Section II. 11(D) Decision

¹⁸ AirTouch Order, Docket No. UT-990300, Section II. 11(D) Decision; Order Modifying Arbitrator's Report; paragraphs 61, 79.

¹⁹ AirTouch Order, Docket No. UT-990300, Section II. 10(D) Decision; Order Modifying Arbitrator's Report, paragraphs 30-31, 77.

SCHEDULE 1

WASHINGTON – TYPE 1 INTECONNECTION

SCHEDULE 1 (APPENDIX A)

ELEMENTS		One-Time	Monthly
1. Channels			
Analog 2-wire Channels:			
1-way in (land to mobile)	MTZ1X	\$515.79	\$10.00
Analog 4-wire Channels:			
1-way in (land to mobile)	MTJ1X	\$515.79	\$42.00
4-wire Digital Channels:			
1-way in (land to mobile)	M4W1X	\$210.00	N/A
(up to 24 Digital Channels may be activated on each DS1 facility)			
2. Digital Facility			
(Not applicable to analog service.)			
Facility:			
DS1 Level	MF31X	\$1,000.00	\$155.00
3. Connectivity			
Analog (Per analog channel)	CK6AX	N/A	\$27.00
DS1 Level (Per DS1 Facility)	CK61X	N/A	\$100.00
-per DS1 Activated on a DS3 Facility	CK61X	N/A	\$100.00
4. Dial Outpulsing			
Per each one-way-in (land to mobile)			
-Analog 2-wire	OUPAX	\$17.25	\$13.50
-Analog 4-wire or Digital	OUPDX	\$17.25	\$13.50
5. Multiplexing			
DS1 to DS0	MXG1X	\$250.00	\$218.45

ELEMENTS	One-Time	Monthly
----------	----------	---------

6. Dedicated Transport

This charge applies when the Type 1 interconnection is out of a different USWC central office than the Serving Wire Center.

This charge is calculated by measuring the distance between the USWC Serving Wire Center and the USWC Central Office where the Type 1 is located. Service must match the facility (either DS1 or DS3-level).

6a. Channel Performance

This charge only applies when using Dedicated Transport and Analog 2-wire Service.

Loop Start	PM2GG	N/A	\$11.03
Ground Start	PM2HG	N/A	\$9.04
Loop with Reverse Battery	PM2JG	N/A	\$19.45

6b. Dedicated Transport

This charge is calculated by measuring the distance between the USWC Serving Wire Center and the USWC Central Office where the Type 1 DID Numbers are housed.

Analog

Fixed:

Over 0 - 8	XUWH1	\$100.00	\$30.95
8 - 25	XUWH2	\$100.00	\$34.95
25 - 50	XUWH3	\$100.00	\$38.70
50 + miles	XUWH4	\$100.00	\$51.20

Per Mile:

Over 0 - 8	JZ3HA	N/A	\$2.05
8 - 25	JZ3HB	N/A	\$1.55
25 - 50	JZ3HC	N/A	\$1.40
50 + miles	JZ3HD	N/A	\$1.15

WASHINGTON – TYPE 1 INTECONNECTION

SCHEDULE 1 (APPENDIX A)

ELEMENTS		One-Time	Monthly
DS1 Level			
Fixed:			
Over 0 - 8	XUWJ1	\$135.00	\$150.00
8 - 25	XUWJ2	\$135.00	\$200.00
25 - 50	XUWJ3	\$135.00	\$250.00
50 + miles	XUWJ4	\$135.00	\$250.00
Per Mile:			
Over 0 - 8	JZ3JA	N/A	\$11.00
8 - 25	JZ3JB	N/A	\$15.00
25 - 50	JZ3JC	N/A	\$17.00
50 + miles	JZ3JD	N/A	\$17.00

7. Numbers		One-Time	Monthly
Reservation:*			
Blocks of 100	NOJA1	N/A	\$15.00
Activation:			
Blocks of 100	RC6BX	\$20.62	N/A
Blocks of 20	NGS	\$32.34	N/A
Nonsequential Number	NDN	\$4.08	N/A

* Paging provider may not reserve DID numbers if there is Type 1 Service Provisioned from the Paging Provider's POC to the same USWC End Office.

WASHINGTON - TYPE 2 INTERCONNECTION

SCHEDULE 1 (APPENDIX A)

ELEMENTS	USOC	ONE-TIME	MONTHLY
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CHANNEL

(Network Access Channel- NAC)

<u>2 wire Analog (trunk side termination)</u> 2A-1 way in (Paging)	P231X	515.79	10.00
4 wire Analog (trunk side termination) 2A-1 way in (Paging)	P431X	515.79	42.00
4 wire Digital (trunk side termination) 2A-1 way in (Paging)			
Initial	P4Y1X	100.00	N/A
Subsequent	PG21X	100.00	N/A
2B-1 way in (land to mobile)			
Initial	MZW1X	100.00	N/A
Subsequent	M6Y1X	100.00	N/A
Channel Facility-DS1 Level	MF31X	313.25	108.00 (Z1) 20.00 (Z2) 132.00 (Z3)
Channel Facility-DS3 Level	MF33X	313.25	1,300.00
Trunk Routing Change, per Type 2 Trunk Group			
- 2A Direct Final to Alternate Final	NRB2F	210.00	N/A
- 2A Alternate Final to Direct Final	NRB2H	210.00	N/A

WASHINGTON - TYPE 2 INTERCONNECTION

SCHEDULE 1 (APPENDIX A)

<u>ELEMENTS</u>		<u>USOC</u>	<u>ONE-TIME</u>	<u>MONTHLY</u>
-----------------	--	-------------	-----------------	----------------

DEDICATED TRANSPORT*

Analog/DS0

over 0 to 8 Miles	-Fixed	XU2T1	100.00	30.95
	-Per mile	JZ3TA		2.05
over 8 to 25 Miles	-Fixed	XU2T2	100.00	34.95
	-Per mile	JZ3TB		1.55
over 25 to 50 Miles	-Fixed	XU2T3	100.00	38.70
	-Per mile	JZ3TC		1.40
over 50 Miles	-Fixed	XU2T4	100.00	51.20
	-Per mile	ZJ3TD		1.15

DS1 Level

over 0 to 8 Miles	-Fixed	XUWJ1	125.00	89.00
	-Per mile	JZ3JA		13.70
over 8 to 25 Miles	-Fixed	XUWJ2	125.00	114.50
	-Per mile	JZ3JB		14.60
over 25 to 50 Miles	-Fixed	XUWJ3	125.00	120.00
	-Per mile	JZ3JC		14.60
over 50 Miles	-Fixed	XUWJ4	125.00	140.00
	-Per mile	JZ3JD		15.44

DS3 Level

over 0 to 8 Miles	-Fixed	XUWK1	305.00	400.00
	-Per mile	JZ3KA		43.00
over 8 to 25 Miles	-Fixed	XUWK2	305.00	400.00
	-Per mile	JZ3KB		43.00
over 25 to 50 Miles	-Fixed	XUWK3	305.00	400.00
	-Per miles	JZ3KC		44.00
over 50 Miles	-Fixed	XUWK4	305.00	450.00
	-Per mile	JZ3KD		50.00

*Nonrecurring charges for Dedicated Transport and Multiplexing are incurred only when these elements are installed subsequent to the installation of the NAC or if the Dedicated Transport is at a different transmission rate than the ordered NAC.

WASHINGTON - TYPE 2 INTERCONNECTION**SCHEDULE 1 (APPENDIX A)**

<u>ELEMENTS</u>	<u>USOC</u>	<u>ONE-TIME</u>	<u>MONTHLY</u>
CHANNEL PERFORMANCE Loop with Reverse Battery applies only when there is Dedicated Transport on Analog 2-Wire NAC	PM2JG	N/A	19.45
MULTIPLEXING			
per DS1 to DS0 Multiplexer	MXG1X	250.00	218.45
per DS3 to DS1 Multiplexer	MXG3X	250.00	266.00

Applicable CALC charges apply to Part 90 carriers only due to FCC ruling.

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

-- THIS IS NOT AN ORDER FORM --

THIS IS A THREE YEAR FORECAST PER THE PAGING TRAFFIC SECTION OF THIS AGREEMENT

DATE PREPARED: _____ (update required quarterly)

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

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

For Internal Use Only

Paging Provider: _____ ACNA: _____

POC Address: _____

City, State, Zip: _____

Switch CLLI Code (associated with NXX): _____

POC CLLI Code (if assigned) : _____

Technical Contact Name: _____

Technical Contact Phone Number: _____

Billing Contact Name: _____

Billing Contact Phone Number: _____

List ALL PAGING DID Numbers associated with this POC:

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

_____ Digital _____ Analog
_____ 2-wire _____ 4-wire
Trunk Pulsing
_____ Multifrequency (MF) _____ Dial Pulse (DP) _____ Dual Tone Multifrequency (DTMF)
Start Signaling
_____ Wink _____ Immediate (IMM) _____ Delayed Start
Outpulsing (4-10 digits) _____

Network Channel Interface - Analog

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

Network Channel Interface - Digital:

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

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

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Busy Season: _____			
Average Busy Hour Minutes of Use	_____	_____	_____
Average Busy Hour Number of Messages	_____	_____	_____

For Internal Use Only:

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

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

Mail completed form to: USWC
Type 1 Provisioning Manger
250 Bell Plaza, Room 501
Salt Lake City, UT 84111

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

-- THIS IS NOT AN ORDER FORM --

THIS IS A THREE YEAR FORECAST PER THE PAGING TRAFFIC SECTION OF THIS AGREEMENT

DATE PREPARED: _____ (update required quarterly)

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

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

For Internal Use Only

Paging Provider: _____ ACNA: _____

POC Address: _____

City, State, Zip: _____

Switch CLLI Code (associated with NXX): _____

POC CLLI Code (if assigned) : _____

Technical Contact Name: _____

Technical Contact Phone Number: _____

Billing Contact Name: _____

Billing Contact Phone Number: _____

List ALL PAGING DID Numbers associated with this POC:

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

_____ Digital _____ Analog
_____ 2-wire _____ 4-wire
Trunk Pulsing
_____ Multifrequency (MF) _____ Dial Pulse (DP) _____ Dual Tone Multifrequency (DTMF)
Start Signaling
_____ Wink _____ Immediate (IMM) _____ Delayed Start
Outpulsing (4-10 digits) _____

Network Channel Interface - Analog

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

Network Channel Interface - Digital:

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

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

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Busy Season: _____			
Average Busy Hour Minutes of Use	_____	_____	_____
Average Busy Hour Number of Messages	_____	_____	_____

For Internal Use Only:

Prepared by: _____ Date: _____

Title: _____ Telephone Number: _____

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

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

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

DATE PREPARED: _____ (update required quarterly)

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

For Internal Use Only

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

Paging Provider: _____ ACNA: _____

POC Address: _____

City, State, Zip: _____

Switch CLLI Code (associated with NXX): _____

POC CLLI Code (if assigned) : _____

Technical Contact Name: _____

Technical Contact Phone Number: _____

Billing Contact Name: _____

Billing Contact Phone Number: _____

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

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

Trunk Pulsing

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

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

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

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

Usage Forecast - EAS Traffic

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Busy Season: _____			
Average Busy Hour Minutes of Use	_____	_____	_____
Average Busy Hour Number of Messages	_____	_____	_____

For Internal Use Only: Equivalent Trunks:	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
	_____	_____	_____

Usage Forecast - Toll Traffic

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Busy Season: _____			
Average Busy Hour Minutes of Use	_____	_____	_____
Average Busy Hour Number of Messages	_____	_____	_____

For Internal Use Only:

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

<p>Please attach additional major network project information to this forecast Per Section 5 of the Agreement</p>
--

Mail completed form to: USWC
 Type 2 Provisioning Manager
 250 Bell Plaza, Room 501
 Salt lake City, UT 84111

APPENDIX B - TYPE 2 PAGING SERVICE - QUARTERLY POC FORECAST FORM

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

DATE PREPARED: _____ (update required quarterly)

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

**For Internal
Use only**

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

Paging Provider: _____ ACNA: _____

POC Address: _____

City, State, Zip: _____

Switch CLLI Code (associated with NXX): _____

POC CLLI Code (if assigned) : _____

Technical Contact Name: _____

Technical Contact Phone Number: _____

Billing Contact Name: _____

Billing Contact Phone Number: _____

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

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

Trunk Pulsing

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

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

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

APPENDIX B - TYPE 2 PAGING SERVICE - QUARTERLY POC FORECAST FORM

Usage Forecast - EAS Traffic

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Busy Season: _____			
Average Busy Hour Minutes of Use	_____	_____	_____
Average Busy Hour Number of Messages	_____	_____	_____

For Internal Use Only: Equivalent Trunks:	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
	_____	_____	_____

Usage Forecast - Toll Traffic

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Busy Season: _____			
Average Busy Hour Minutes of Use	_____	_____	_____
Average Busy Hour Number of Messages	_____	_____	_____

For Internal Use Only:

Prepared by: _____ Date: _____

Title: _____ Telephone Number: _____

Please attach additional major network project information to this forecast, per Section 5 of the Agreement

Mail completed form to: USWC
 Type 2 Provisioning Manager
 250 Bell Plaza, Room 501
 Salt lake City, UT 84111

Amendment No. 1

To

Paging Connection Agreement

Between

U S WEST Communications, Inc.

And

**Arch Paging Inc. and Mobile Communications Corporation of
America**

Washington

CDS-000613-0008

AMENDMENT NO. 1
TO
PAGING CONNECTION AGREEMENT

THIS AMENDMENT NO. 1 (this "Amendment") is by and between Arch Paging, Inc. and Mobile Communications Corporation of America ("Arch" or "Paging Provider"), a Delaware corporation, and U S WEST Communications, Inc. ("USWC" or "U S WEST"), a Colorado corporation. "Party" means either U S WEST or Paging Provider and "Parties" means U S WEST and Paging Provider.

WHEREAS, the Parties have agreed to amend the Agreement as provided herein.

NOW THEREFORE, in consideration of the premises set forth above, the mutual covenants contained herein, and other valuable consideration exchanged between the Parties (the receipt of which is hereby acknowledged), the Parties, intending to be legally bound, hereby agree to amend the Agreement as follows:

1. Section 2.3 of the Agreement is hereby deleted in its entirety.

2. Section 2.6.4.3.2.2 of the Agreement is amended by deleting the last sentence thereof in its entirety and substituting the following:

"Such mileage charges will be assessed pursuant to Appendix A Section II.

3. The words "USWC Tariffs" in Section 2.6.4.4.2 of the Agreement are hereby deleted and the words "rates set forth in Appendix A hereof" substituted therefor.

4. Section 3.27 (Tariff) of the Agreement is hereby deleted in its entirety and the following new Section 3.27 (Tariff) substituted therefor:

"Tariff" as used throughout this Agreement refers to USWC interstate and state tariffs, price lists, price schedules, catalogs, and service agreements.

5. The words "[date certain 160 prior to the end of the Initial Term]" in Section 11.4.2 of the Agreement are hereby deleted and the words "April 24, 2001" substituted therefor.

6. Section II of Appendix A of the Agreement is hereby deleted in its entirety and the following new Section II is substituted therefor:

II. Facilities Charges

A. Type 1

(i) Between the Serving Wire Center serving Paging Provider's POC and the Billing Demarcation Point ("BDP"), Paging Provider shall be obligated to pay at the rates described in Schedule 2 for the portion of the facilities used to deliver Exempt Traffic. The payment shall be calculated by multiplying the specified Schedule 2 rate by the percentage of traffic

deemed exempt under Section 1 of this Appendix A

(ii) Between the BDP and the end office where the DID numbers reside, Paging Provider shall be obligated to pay for 100 % of the mileage band rates only pursuant to Schedule 1.

B. Type 2

(i) If Paging Provider designates a POC inside of the geographic area of the Local Tandem and Toll Tandem serving areas, Paging Provider shall be obligated to pay at the rates described in Schedule 2 for the portion of the facilities used to deliver Exempt Traffic. The payment shall be calculated by multiplying the specified Schedule 2 rate by the percentage of Exempt Traffic.

(ii) If Paging Provider designates a POC outside of the geographic area of the Local Tandem and Toll Tandem serving areas, Paging Provider shall be obligated to pay 100% of the mileage band rates only, pursuant to Schedule 1, for that portion of the facility from the BDP to the Serving Wire Center of the POC.

7. The attached Schedule 2 to Appendix A of the Agreement is added.

8. Except as specifically and expressly amended herein, the Agreement shall remain unmodified and in full force and effect.

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

Arch Paging, Inc. and Mobile Communications Corporation of America

U S WEST Communications, Inc.

By: [Signature]
Title: V.P. Telecommunications
Date: 6/14/00

By: [Signature]
Title: Director - Interconnect
Date: 06/15/00

APPENDIX A - SCHEDULE 2
TYPE 1 TELRIC RATES

WASHINGTON TYPE 1 TELRIC RATES

DESCRIPTION	USOC	NON-RECURRING	RECURRING
NETWORK ACCESS CHANNEL - NAC			
Analog 2-wire Channels: 1-way in (land to mobile)	MTZ1X	\$277.93	\$36.20
Analog 4-wire Channels: 1-way in (land to mobile)	MTJ1X	\$277.93	\$80.79
4-wire Digital Channels: 1-way in (land to mobile)	M4W1X	\$83.16	N/A
DIGITAL FACILITY			
DS1 Level	MF31X	\$511.34	\$99.78
CONNECTIVITY			
Analog (Per analog channel)	CK6AX	N/A	\$20.44
DS1 Level (Per DS1 Facility)	CK61X	N/A	\$37.68
-per DS1 Activated on a DS3 Facility	CK61X	N/A	\$37.68
DIAL OUTPUTSING			
Per each one-way-in (land to mobile) or two-way channel:			
-Analog 2-wire	OUPAX	\$191.18	N/A
-Analog 4-wire or Digital	OUPAX	\$191.18	N/A
MULTIPLEXING			
DS1 to DS0	MXG1X	\$306.95	\$221.08
CHANNEL PERFORMANCE			
Loop Start	PM2GG	N/A	\$7.23
Ground Start	PM2HG	N/A	\$5.32
Loop with Reverse Battery	PM2JG	N/A	\$4.52

DEDICATED TRANSPORT**Analog/DSO**

Over 0 to 8 Miles

Fixed:	XUWH1	\$29.81	\$20.89
Per Mile	JZ3HA	N/A	\$0.13

Over 8 to 25 Miles

Fixed	XUWH2	\$29.81	\$20.88
Per Mile	JZ3HB	N/A	\$0.10

Over 25 to 50 Miles

Fixed	XUWH3	\$29.81	\$20.88
Per Mile	JZ3HC	N/A	\$0.10

Over 50 Miles

Fixed	XUWH4	\$29.81	\$20.89
Per Mile	JZ3HD	N/A	\$0.17

DS1 Level

Over 0 to 8 Miles

Fixed:	XUWJ1	\$227.58	\$41.72
Per Mile	JZ3JA	N/A	\$0.67

Over 8 to 25 Miles

Fixed	XUWJ2	\$227.58	\$41.72
Per Mile	JZ3JB	N/A	\$0.84

Over 25 to 50 Miles

Fixed	XUWJ3	\$227.58	\$41.73
Per Mile	JZ3JC	N/A	\$2.97

Over 50 Miles

Fixed	XUWJ4	\$227.58	\$41.73
Per Mile	JZ3JD	N/A	\$3.49

**APPENDIX A - SCHEDULE 2
TYPE 2 TELRIC RATES**

WASHINGTON TYPE 2 TELRIC RATES

DESCRIPTION	USOC	NON RECURRING	MONTHLY
CHANNEL			
(Network Access Channel- NAC)			
<u>4 wire Digital (trunk side termination)</u>			
TYPE 2A			
2A-1 way in (Paging)			
- Initial	P4Y1X	\$83.16	N/A
- Subsequent	PG21X	\$83.16	N/A
TYPE 2B			
2B-1 way in (land to mobile)			
- Initial	MZW1	\$83.16	N/A
	X		
- Subsequent	M6Y1X	\$83.16	N/A
Trunk Routing Change, Per Type 2 Trunk Group			
- 2A Direct Final to Alternate Final	NRB2F	\$78.62	N/A
- 2A Alternate Final to Direct Final	NRB2H	\$78.62	N/A
Channel Facility-DS1 Level	MF31X	\$511.34	\$99.78
Channel Facility-DS3 Level	MF33X	\$561.12	\$404.24

WASHINGTON TYPE 2 TELRIC RATES

DESCRIPTION USOC NON RECURRING MONTHLY

DEDICATED TRANSPORT

DS0

over 0 to 8 Miles

-fixed	XU2T1	\$29.81	\$20.89
-per mile	JZ3TA	N/A	\$0.13

over 8 to 25 Miles

-fixed	XU2T2	\$29.81	\$20.88
-per mile	JZ3TB	N/A	\$0.10

over 25 to 50 Miles

-fixed	XU2T3	\$29.81	\$20.88
-per mile	JZ3TC	N/A	\$0.10

over 50 Miles

-fixed	XU2T4	\$29.81	\$20.89
-per mile	JZ3TD	N/A	\$0.17

DS1 Level

over 0 to 8 Miles

-fixed	XUWJ1	\$227.58	\$41.72
-per mile	JZ3JA	N/A	\$0.67

over 8 to 25 Miles

-fixed	XUWJ2	\$227.58	\$41.72
-per mile	JZ3JB	N/A	\$0.84

over 25 to 50 Miles

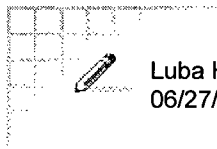
-fixed	XUWJ3	\$227.58	\$41.73
-per mile	JZ3JC	N/A	\$2.97

over 50 Miles

-fixed	XUWJ4	\$227.58	\$41.73
-per mile	JZ3JD	N/A	\$3.49

**SCHEDULE 2 (APPENDIX A)
WASHINGTON TYPE 2 TELRIC RATES**

DESCRIPTION	USOC	NON RECURRING	MONTHLY
DS3 Level			
<u>over 0 to 8 Miles</u>			
-fixed	XUWK1	\$227.58	\$283.30
-per mile	JZ3KA	N/A	\$13.83
<u>over 8 to 25 Miles</u>			
-fixed	XUWK2	\$227.58	\$284.17
-per mile	JZ3KB	N/A	\$15.03
<u>over 25 to 50 Miles</u>			
-fixed	XUWK3	\$227.58	\$291.31
-per mile	JZ3KC	N/A	\$39.19
<u>over 50 Miles</u>			
-fixed	XUWK4	\$227.58	\$293.91
-per mile	JZ3KD	N/A	\$44.74
 MULTIPLEXING			
per DS1 to DS0 Multiplexer	MXG1X	\$306.95	\$221.08
per DS3 to DS1 Multiplexer	MXG3X	\$314.26	\$218.58



Luba Hromyk
06/27/2000 04:43 PM

To: Christine Becker/DNVRULNS12/USWEST/US@USWEST, Traci
Byrne/DNVRULNS12/USWEST/US@USWEST, Denise Boucher/DNVRULNS12/USWEST/US@USWEST,
Karen Dealy/DNVRULNS12/USWEST/US@USWEST, Mary
Sullivan/DNVRULNS12/USWEST/US@USWEST
cc: Deborah Hartl/DNVRULNS12/USWEST/US@USWEST
Subject: Parallel Processing Letter for Amendments

Hello Everyone,

Just a quick note to inform you that I have added a Parallel Processing Letter Agreement to be used with Amendments as it relates to early ordering. The document is named Amendment Parallel Proc Ltr 6-27.doc. It can be found on the Website under Model Agreements/Parallel Processing Letter Agreement which is the same location as the other Parallel Processing Letter Agreement.

Please let me know if you have any questions.

Luba

Amendment No. 2 to the Interconnection Agreement

Between

Arch Paging, Inc. and Mobile Communications Corporation of America

And

U S WEST Communications, Inc.

Washington

CDS-000613-0008

This Amendment No 2 ("Amendment") is made and entered into by and between Arch Paging, Inc. and Mobile Communications Corporation of America ("Arch") and U S WEST Communications, Inc. ("U S WEST").

RECITALS

Arch and U S WEST wish to amend the Agreement under the terms and conditions, contained herein;

NOW THEREFORE, the Parties agree to the following:

1. DESCRIPTION OF AMENDMENT.

This Amendment is made in order to add the terms and conditions for Inter Local Calling Area (InterLCA Facility) by adding the definition to the Type 1 and Type 2 Paging Connection Agreement ("Underlying Agreement") and deleting, in its entirety, Section 2.6.4.5.3 of the Underlying Agreement and replacing it with the terms and conditions contained in Attachment 1 to this Amendment, attached hereto and incorporated herein;

2. EFFECTIVE DATE.

This Amendment shall be deemed effective upon approval by the appropriate state Commission and approval of the Paging Connection Agreement.

3. FURTHER AMENDMENTS.

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. Neither the Agreement nor this Amendment may be further amended or altered except by written instrument executed by an authorized representative of both parties.

The parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

Arch Paging Inc. and Mobile
Communications Corporation
of America

U S WEST Communications, Inc.

Dennis M. Doyle
Authorized Signature

Elizabeth
Authorized Signature

DENNIS M. DOYLE
Name Typed or Printed

Elizabeth Stamp
Name Typed or Printed

J. P. Telecommunications
Title

Director - Interconnect
Title

6/14/00
Date

06/15/00
Date

ATTACHMENT 1

3.31 Definition

Inter Local Calling Area ("InterLCA Facility") is an interconnection DS1 offering that allows Arch to establish a virtual POC in a distant calling area.

2.6.4.5.3 Inter Local Calling Area (LCA) Facility

- 2.6.4.5.3.1 Arch may request U S WEST-provided facilities to transport EAS/Local Traffic from a virtual POC in a U S WEST EAS/LCA to a POC located in a distant EAS/LCA (a 'distant POC'). The U S WEST-provided facilities interconnecting a U S WEST EAS/LCA to a distant POC are Type 2 InterLCA Facilities.
- 2.6.4.5.3.2 The actual origination of the InterLCA Facility shall be the U S WEST Wire Center located in the EAS/LCA associated with Arch's NXX. The Termination point is in the POC in the distant EAS/LCA.
- 2.6.4.5.3.3 If the distance between the U S WEST Wire Center in the EAS/LCA and the Serving Wire Center is twenty miles or less, the fixed and per-mile rates for Dedicated Transport shall apply in accordance with Appendix A of the Underlying Agreement.
- 2.6.4.5.3.4 If the distance between the U S WEST Wire Center in the EAS/LCA and the Serving Wire Center of the distant POC is greater than twenty miles, the fixed and per-mile Dedicated Transport rates shall apply to the first twenty miles in accordance with Appendix A of the Underlying Agreement, and the remaining miles are rated as intrastate monthly fixed and per mile DS1 Private Line Transport Services. The Private Line Transport Services rates are contained in the applicable state Private Line catalogs and Tariffs.
- 2.6.4.5.3.5 The facilities connecting the distant POC to the U S WEST Wire Center will be rated as intrastate DS1 Private Line Transport Services. The Private Line Transport rates are contained in the applicable state Private Line catalogs and Tariffs.
- 2.6.4.5.3.6 Arch will be charged for the first twenty miles of the InterLCA Facility as specified in Appendix A of the Underlying Agreement, to reflect the portion of the InterLCA facility that is used by U S WEST to transport U S WEST-originated traffic to Arch. U S WEST shall not be required to reduce the Private Line Transport Services rates for the portion of the InterLCA Facility that exceeds 20 miles in length.
- 2.6.4.5.3.7 The InterLCA facility may be utilized with a DS1 to DS0 multiplexer in the U S WEST Wire Center. A DS0 level Type 2 Interconnection trunk may use the InterLCA DS1 as Customer Facility Assignment (CFA) within the originating EAS/LCA.
- 2.6.4.5.3.8 In addition Arch may choose to purchase a Private Line Transport Services DS3 from U S WEST as a CFA on which the Type 2 InterLCA Facility would ride. Arch will purchase a Private Line DS3 to DS1 multiplexer to support the DS1 InterLCA Facility. If Arch chooses to utilize a Private Line DS3 as CFA, these rates will be billed out of the applicable Private Line Transport Services catalogs or Tariffs.

2.6.4.5.3.9 The InterLCA Facility cannot be used to access unbundled network elements.

2.6.4.5.3.10 The InterLCA Facility is available only where facilities are available. U S WEST is not obligated to construct new facilities to provide a InterLCA Facility.