

UT-043098 (SI)
10-13-04

Qwest
1600 7th Avenue, Room 3206
Seattle, Washington 98191
Phone: (206) 398-2507
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Adam L. Sherr
Senior Attorney
Regulatory Law

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RECORDS MANAGEMENT

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STATE OF WASH.
UTIL. AND TRANSP.
COMMISSION



September 15, 2004

Via Overnight Mail

Ms. Carole J. Washburn, Executive Secretary
Washington Utilities & Transportation Commission
1300 S. Evergreen Park Drive SW
P.O. Box 47250
Olympia, WA 98504-7250

Re: SS7 Infrastructure Sharing Agreement between Qwest Corporation
and Asotin Telephone Company

Dear Ms. Washburn:

Enclosed please find an executed SS7 Infrastructure Sharing Agreement ("Agreement") between Qwest Corporation and Asotin Telephone Company. This Agreement is made pursuant to Section 259 of the Telecommunications Act of 1996 and 47 C.F.R. § 59.2(f). Section 259 provides that incumbent local exchange carriers will "make available to any qualifying carrier such public switched network infrastructure, technology, information, and telecommunications facilities and functions as may be requested by the qualifying carrier for the purpose of enabling such qualifying carrier to provide telecommunications services ..."

Qwest is filing this Agreement with the Commission for notification purposes only pursuant to 47 C.F.R. § 59.2(f). Commission approval of this Agreement is not required.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Adam L. Sherr", with a long horizontal flourish extending to the right.

Adam L. Sherr

ALS/mep
Enclosure

cc: Carrier Relations, TDS Telecommunications Corporation
John Love, Qwest
Sharon Kampschroer, Qwest

CPS-040831-0007 Lewis River
0008- McDaniel
0009- Asotin

QWEST INFRASTRUCTURE SHARING MASTER SERVICES AGREEMENT

SIGNATURE PAGE

The undersigned Parties have read and agree to the terms and conditions set forth in the attached Infrastructure Sharing Master Services Agreement.

QWEST:

QWEST CORPORATION

Signature: Sharon Kampschroer

[Name]: Sharon Kampschroer

[INSERT AUTHORIZED REPRESENTATIVE OF SUCH ENTITY]

[Title]: Service Manager

Date: 8-23-2004

CUSTOMER:

Asotin Telephone Company, Lewis River Telephone Company, Inc. and McDaniel Telephone Company, All incorporated in the state of Washington.

Signature: [Signature]

[Name]: Louis D. Reilly III

[Title]: Director-Carrier Relations

Date: 7-20-04

NOTICE INFORMATION:

All written notices required under the Agreement shall be sent to the following:

To Qwest:	[INSERT ENTITY AND ADDRESS]	To Customer:	TDS Telecommunications Corp.
	<u>Qwest Communications</u>		<u>P.O. Box 5158</u>
	<u>200 5th SE, Rm 100, MN 55402</u>		<u>Madison, WI 53705-0158</u>
	Phone #: <u>612-359-5110</u>		Phone #: <u>608-664-4000</u>
	Facsimile #: <u>612-663-5995</u>		Facsimile #: <u>608-664-2854</u>
	E-mail: <u>Sharon.Kampschroer@Qwest.com</u>		E-mail: <u>carrierrelations@tdstelecom.com</u>
	Attention: <u>Sharon Kampschroer</u>		Attention: <u>Carrier Relations</u>

With copy to:

Qwest
c/o 1801 California Street, Suite 4900
Denver, Colorado 80202
United States
Facsimile #: 1-303-295-6973
Attention: Legal Department
Reference: Infrastructure Sharing Master Service Agreement

QWEST INFRASTRUCTURE SHARING MASTER SERVICES AGREEMENT

APPLICABLE SERVICES:

Qwest agrees to offer and Customer agrees to purchase the Services indicated below by Customer's signatory initialing on the applicable blanks:

<input checked="" type="checkbox"/>	Exhibit 1 -	Qwest Infrastructure Sharing Exhibit to Provide Operator Services Exhibit 1
<input checked="" type="checkbox"/>	Exhibit 2 -	Qwest Infrastructure Sharing Exhibit to Provide Directory Assistance Services Exhibit 2
<input checked="" type="checkbox"/>	Exhibit 3 -	Qwest Infrastructure Sharing Exhibit to Provide Directory Database Entry Services Exhibit 3
<input type="checkbox"/>	Exhibit 4 -	Qwest Infrastructure Sharing Exhibit to Provide Intercept Services Exhibit 4

The Qwest Infrastructure Sharing Master Services Agreement may be amended by the Parties from time to time in writing to include additional products and services.

QWEST INFRASTRUCTURE SHARING MASTER SERVICES AGREEMENT

THIS INFRASTRUCTURE SHARING MASTER SERVICES AGREEMENT, together with the signature page, annexes, addenda and exhibits attached hereto from time to time by the Parties (collectively, the "Agreement") is entered into by and between Qwest and Customer.

GENERAL TERMS AND CONDITIONS

1. **Definitions.** Capitalized terms used herein are defined in Addendum 1.

2. **Scope of Agreement; Service Provisioning; Controlling Documents.**

2.1 This Agreement describes the terms and conditions under which Qwest agrees to provide the services described in the applicable Service Exhibits. Services provided for under this Agreement must be in compliance with all applicable state and FCC rulings. Customer represents and warrants that it is an eligible carrier under Section 259 of the Telecommunications Act of 1996, and that it lacks economies of scope and scale and offers telephone exchange service, exchange access, and any other service, to all consumers without preference throughout the service area for which it has been designated as an eligible telecommunications carrier pursuant to 47 U.S.C. §214(e). As required by 47 U.S.C. §259, Customer also represents and warrants that it will not provide competing service under this Infrastructure Sharing Agreement in Qwest's service territory.

2.2 Each of the Services shall be provided pursuant to the terms and conditions of this Agreement. In the event of a conflict between the terms of any Service Exhibit attached hereto and these General Terms and Conditions, the Service Exhibit shall control. The terms of this Agreement, including any Annex or Service Exhibit, shall supercede any inconsistent terms and conditions contained in an Order Form.

2.3 Customer acknowledges and agrees that the Services shall be offered by Qwest or any third party pursuant to this Agreement and are subject to (i) any applicable tariffs; (ii) compliance with all applicable laws and regulations; (iii) obtaining any domestic or foreign approvals and authorizations required or advisable; and (iv) continued availability of access lines in any particular jurisdiction, country or location. Customer acknowledges and agrees that Qwest may elect not to offer the Services in or to any particular jurisdiction, location or country, or may block Services to or from any particular jurisdiction, location or country if Qwest determines, in its sole discretion, that the continuation of such Service is not permitted or advisable. If Qwest makes such a decision that affects any Services received by Customer, Qwest will provide reasonable notice of its intent. Further, Qwest's provision of the Services to Customer and the availability of the associated pricing as set forth herein is subject to availability of required facilities.

3. **Revenue and Utilization Requirements.** All term commitments and utilization requirements, if any, applicable to the Services are set forth in the Service Exhibits.

There is no minimum monthly revenue commitment associated with the Services.

4. **Financial Terms.**

Services, Rates and Terms

4.1 Each attached Service Exhibit specifies the description, rates, charges, discounts, and other terms applicable to the Services¹.

¹ If Customer is an existing wholesale customer of Qwest, then: (a) the rates and discounts, if any, set forth in each Service Exhibit attached to this Agreement will be effective as of: (i) the date Customer signs the Agreement provided that it is returned to Qwest on or before the tenth (10th) business day preceding the close of Customer's existing billing cycle (the "Due Date"); or (ii) if returned to Qwest after the Due Date, the first (1st) day of the next full billing cycle applicable to the

The rates do not include Taxes, access or access related charges, or CPE. All Service order requests or cancellations require Customer's completion and Qwest's acceptance of the Order Form.

Taxes, Fees, and other Governmental Impositions

4.2 Each Party acknowledges and agrees that the rates and charges for the Services provided hereunder do not include certain Taxes which are additional and the obligation of the Customer (whether such Taxes are assessed by a governmental authority directly upon Qwest or the Customer). Such Taxes shall be separately set forth on the invoices and shall be paid by the Customer at the same time as all other charges set forth on the invoices. If the Customer believes that it should be exempt from the application and collection of certain Taxes, it shall provide Qwest with an appropriately completed and valid Tax exemption certificate or other evidence acceptable to Qwest that neither Qwest nor the Customer is subject to such Taxes. Qwest shall not be required to issue any exemption, credit or refund of any Tax payment for usage prior to the Customer's submission of such acceptable Tax exemption evidence. Customer shall protect, indemnify and hold Qwest harmless from and against any Taxes imposed by any governmental authority on or with respect to the Services furnished pursuant to this Agreement, including any interest and/or penalties related thereto.

4.3 All payments due hereunder shall be made free and clear without deduction or withholding for, any and all present and future Taxes. In the event that any payment to be made to Qwest hereunder should be subject to any reduction by reason of a required deduction or withholding of any Tax, the Customer agrees to pay Qwest such further amounts as would have been necessary so that the aggregate net amount received by Qwest after deduction or withholding of any Taxes, shall be the same amount as would have been received by Qwest if there had been no requirement to deduct or withhold any Taxes.

4.4 Each Party shall be solely responsible for all taxes on its own business, the measure of which is its own net income or net worth and shall be responsible for any related tax filings, payment, protest, audit and litigation. Each Party shall be solely responsible for the billing, collection and proper remittance of all applicable Taxes relating to its own services provided to its own customers.

4.5 In the event a Tax is assessed against Qwest that is solely the responsibility of Customer and Customer desires to protest assessment, Customer shall submit to Qwest a statement of the issues and arguments requesting that Qwest grant Customer the authority to prosecute the protest in Qwest's name. Qwest's authorization shall not be unreasonably withheld. Customer shall finance, manage, control and determine the strategy for such protest keeping Qwest informed of the proceedings. However, the authorization shall be periodically reviewed by Qwest to determine any adverse impact on Qwest, and Qwest reserves the right to withdraw such authority at any time. Upon notice by Qwest that it is withdrawing such authority, Customer shall expeditiously terminate all proceedings.

4.6 In the event a Tax which is the responsibility of Customer pursuant to this Agreement is assessed against Qwest as part of a larger assessment against Qwest (a "Common Imposition"), Qwest shall give Customer written notice of the assessment. Customer shall timely respond to Qwest as to whether it desires to protest such assessment. All joint protests shall be financed in proportion to each

Services provisioned thereunder after the date on which the Agreement/Amendment is fully executed by all Parties

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Party's respective share of the protested amount, and any reduction in the Common Imposition shall be shared in the same ratio. All protests of Common Impositions shall be controlled and managed by Qwest with consideration given to the input by Customer. In the event either Party chooses not to participate in a protest of a Common Imposition, such Party shall timely notify the other Party of such decision. Thereafter, if the Party desiring to protest chooses to proceed, such Party shall be solely responsible for financing, controlling, managing, and determining the strategy of the protest. All reductions from the protest shall accrue to the benefit of the Party financing such protest. If Qwest is the non-participating Party in a protest of a Common Imposition, Customer shall submit to Qwest a statement of the issues and arguments requesting that Qwest grant Customer the authority to prosecute the protest in Qwest's name. Qwest's authorization shall not be unreasonably withheld, however, Qwest reserves the right to withdraw such authority at any time. Upon notice by Qwest that it is withdrawing such authority, Customer shall expeditiously terminate all proceedings. Customer shall finance, manage, control and determine the strategy for such protest keeping Qwest informed of the proceedings.

5. **Use of Name and Marks.** Neither Party shall use any trademark, service mark, brand name, copyright, patent, or any other intellectual property of the other Party or its respective Affiliates without the other Party's prior written consent and in the case of Qwest, with the prior written consent of Qwest's Chief Marketing Officer or his designee. Qwest's name and the names of its Affiliates are proprietary and nothing herein constitutes a license authorizing their use, and in no event shall Customer attempt to sell service to its End Users using the name of Qwest or its Affiliates. In addition, Customer shall not state to End Users or prospective End Users: (i) that they will be Qwest customers or that they may obtain Qwest service from Customer; or (ii) that Customer has any relationship with Qwest other than an agreement to purchase Services on a wholesale basis. Since a breach of this material obligation may cause irreparable harm for which monetary damages may be inadequate, in addition to other available remedies, the non-breaching Party may seek injunctive relief for any disclosure in violation hereof.

6. **Financial Responsibility, Payment and Security.**

6.1 **Payment Obligation.** Qwest will invoice Customer monthly for all Services. All invoiced amounts shall be remitted to the address listed in the Customer's billing invoice. Amounts not paid in full by the Due Date will be considered past due and subject to an interest charge commencing from the Past Due Date at the lesser rate of one and a half percent (1.5%) per month or the maximum rate allowable by applicable law. If Customer fails to pay or dispute any invoice as provided for herein by the Due Date, in addition to its termination rights under Section 8.1, Qwest may with notice: (i) refuse to provision any requested services; (ii) temporarily suspend any and all Services until Customer has paid all past due amounts (including interest); and/or (iii) offset such unpaid balances from any amounts that Qwest owes to Customer under any other agreement(s) between the Parties. During any period of suspension, no Service interruption shall be deemed to occur.

6.2 **Currency.** Unless specified to the contrary in a Service Exhibit, Qwest shall state all invoices in U.S. dollars, and Customer shall deliver all payments to Qwest in U.S. dollars.

6.3 **Billing Disputes.** All Bona Fide Disputes along with Complete Documentation must be submitted in writing and submitted with payment of all undisputed amounts due (any such withholding not to exceed twenty percent (20%) of the total invoiced amount), or, alternatively, if Customer has already paid its invoice, Customer shall have sixty (60) calendar days from invoice date to give notice of a Bona Fide Dispute regarding such invoice, and Complete Documentation thereof, otherwise such invoice will be deemed correct. Notification and Complete Documentation of a Bona Fide Dispute must

be sent to the billing contact listed on Customer's billing invoice. An amount will not be considered "in dispute" until Customer has provided Qwest with written notification and Complete Documentation of the Bona Fide Dispute, and the Parties will promptly address and attempt to resolve the claim. Qwest, in its discretion exercised in good faith, may request additional supporting documentation or reject Customer's Bona Fide Dispute as inadequate. If Qwest rejects such Bona Fide Dispute, Qwest will so notify Customer and Customer shall pay the withheld portion of the invoice within five (5) business days of such notice, unless such payment obligation is suspended thereafter by operation of Section 21.2. If Qwest determines that the Customer is entitled to credits or adjustments for Service outages pursuant to provisions of applicable Service Exhibits then Qwest will credit Customer's invoice for such amount on the next appropriate billing cycle.

7. **Term.** This Agreement shall be effective as of the Effective Date and continue for thirty-six (36) months (the "Initial Term"). After the expiration of the Initial Term, this Agreement will continue on a month-to-month basis unless terminated by either Party on thirty (30) calendar days prior written notice (the Initial Term and any month-to-month extensions hereof shall be collectively referred to as the "Term").

8. **Termination.**

8.1 **Termination by Qwest.** Qwest may terminate this Agreement immediately and without notice: (a) if Customer is or becomes Insolvent; or (b) for Cause. If Qwest terminates this Agreement for any of the aforementioned reasons, Customer shall be obligated to pay the following: (i) any early termination fees due under any Service Exhibit; and (ii) any charges accrued but unpaid as of the termination date.

8.2 **Termination by Customer.** Customer may terminate a Service Exhibit for Cause, or if Cause exists to terminate all or substantially all of the Services, then Customer may terminate the Agreement in its entirety. If Customer terminates this Agreement for Cause, Customer shall only be liable for charges accrued but unpaid as of the termination date. If Customer terminates this Agreement prior to the conclusion of the Initial Term for reasons other than Cause, Customer shall be obligated to pay the following: (i) any early termination fees due under any Service Exhibit; and (ii) any charges accrued but unpaid as of the termination date.

9. **Limitation of Liability and Disclaimer of Warranties.**

WITHOUT LIMITING ANY EXPRESS FINANCIAL OR LIABILITY PROVISIONS PROVIDED FOR IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, RELIANCE, COVER-TYPE, INCIDENTAL OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL) ARISING IN CONNECTION WITH THIS AGREEMENT OR THE PROVISION OF SERVICES HEREUNDER (INCLUDING ANY SERVICE IMPLEMENTATION DELAYS/FAILURES), UNDER ANY THEORY OF TORT, CONTRACT, WARRANTY, STRICT LIABILITY OR NEGLIGENCE, EVEN IF THE PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. QWEST MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY SERVICE PROVISIONED HEREUNDER. QWEST SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. NOTWITHSTANDING THE FOREGOING, QWEST'S TOTAL LIABILITY HEREUNDER SHALL IN NO EVENT EXCEED THE LESSER OF: (I) CUSTOMER'S

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PROVEN DIRECT DAMAGES; OR (II) THE AGGREGATE AMOUNT OF ANY APPLICABLE OUTAGE CREDITS DUE UNDER THE SERVICE EXHIBIT FOR THE AFFECTED SERVICE. THE FOREGOING LIMITATION APPLIES TO ALL CAUSES OF ACTIONS AND CLAIMS, INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS. IN ANY ARBITRATION UNDER THIS AGREEMENT, THE ARBITRATOR SHALL NOT BE ABLE TO AWARD, NOR SHALL ANY PARTY BE ENTITLED TO RECEIVE PUNITIVE, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, RELIANCE OR SPECIAL DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS OR ANY OTHER DAMAGES NOT OTHERWISE RECOVERABLE UNDER THIS AGREEMENT.

Customer acknowledges and accepts the reasonableness of the foregoing disclaimer and limitations of liability. No cause of action under any theory which accrued more than one (1) year prior to the institution of a legal proceeding alleging such cause of action may be asserted by either Party against the other. For purposes of this Section 9, all references to Customer include its respective Affiliates, End Users, agents, officers, directors, shareholders and employees.

10. **Relationship.** Unless specifically provided for otherwise in this Agreement, (i) neither Party shall have the authority to bind the other by contract or otherwise or make any representations or guarantees on behalf of the other and (ii) the relationship arising from this Agreement does not constitute an agency, joint venture, partnership, employee relationship or franchise.

11. **Assignment or Sale.** This Agreement shall be binding upon Customer and its respective Affiliates, successors, and assigns. Customer shall not assign, sell or transfer this Agreement or any of its rights or obligations hereunder, including the right to receive the Services, whether by operation of law or otherwise, without the prior written consent of Qwest, which consent will not be unreasonably withheld or delayed. Any attempted assignment in violation hereof shall be null and void and shall be deemed a material breach of this agreement.

12. **Reporting/Filing Requirements.** If reporting or filing obligations or requirements are imposed upon Qwest by any third party or regulatory agency in connection with either this Agreement or the Services, including use of the Services by Customer or its End Users, Customer agrees to assist Qwest in complying with such obligations and requirements, as reasonably required by Qwest and to hold Qwest harmless for any failure by Customer in this regard. Customer acknowledges that Qwest may, in its sole discretion, provide this Agreement to a state commission for informational purposes, pursuant to 47 U.S.C. § 259, and to the extent that Qwest determines that this Agreement contains an ongoing term of interconnection, file this Agreement with a state commission or state commission pursuant to 47 U.S.C. § 252.

13. **Customer's Resale and End User Responsibilities.**

13.1 Customer is solely responsible for obtaining all licenses, approvals, and regulatory authority for its use and operation of the Services and the provision of Services to its End Users. In connection with its resale of the Services, Customer is solely responsible for all billing, billing adjustments/credits, customer service, creditworthiness and other service-related requirements of its End Users, and Qwest shall have no liability to Customer's End Users under this Agreement. Customer's payment obligations hereunder are not contingent upon Customer's ability to collect payments or charges from its End Users, Affiliates, agents, brokers or re-sellers.

13.2 Qwest may suspend any or all of the Services immediately and/or terminate the Agreement pursuant to Section 8.1 if: (a) Customer fails to comply with any applicable federal, state or local law

or regulation applicable to Customer's resale of the Services; (b) Customer or its End Users commit any illegal acts relating to the subject matter of this Agreement; or (c) Customer fails to comply with any representations made by Customer under this Agreement. Customer shall: (i) be liable to Qwest for any damages caused by any intentional or illegal acts of Customer, (e.g., slamming) in connection with its use or resale of the Services; and (ii) indemnify, defend and hold harmless Qwest from and against any third party (including End Users') claims, actions, damages, liabilities, costs, judgments or expenses (including attorney fees) arising out of or relating to Customer's or End User's use, resale or modification of the Services.

14. **Survival.** The expiration or termination of this Agreement shall not relieve either Party of those obligations that by their nature are intended to survive.

15. **Nondisclosure/Publicity.** No publicity regarding the existence and/or terms of this Agreement may occur without Qwest's prior express written consent, and such written consent, if granted, may be granted only by Qwest's Chief Marketing Officer or his designee. The content and timing of any press releases and all other publicity regarding the subject matter of this Agreement or Customer's relationship with Qwest, if authorized, shall be mutually agreed upon by the parties in advance. Notwithstanding anything to the contrary, Customer may not make any disclosure to any other person or any public announcement regarding this Agreement or any relation between Customer and Qwest, without Qwest's prior written consent. In addition, both Parties shall comply with the provisions contained in Section 5 of this Agreement. Qwest shall have the right to terminate this Agreement and any other agreements between the parties if Customer violates this provision.

16. **Waiver.** The terms, representations and warranties of this Agreement may only be waived by a written instrument executed by the Party waiving compliance. Except as otherwise provided for herein, neither Party's failure, at any time, to enforce any right or remedy available to it under this Agreement shall be construed as a continuing waiver of such right or a waiver of any other provision hereunder.

17. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement will remain in full force and effect, and such provision will be deemed to be amended to the minimum extent necessary to render it enforceable.

18. **Notices.** Except as otherwise provided herein, all required notices shall be in writing, transmitted to the Parties' addresses specified in the signature page or such other addresses as may be specified by written notice, and will be considered given either: (i) when delivered by facsimile or e-mail, so long as duplicate notification is sent via US Mail; (ii) when delivered in person to the recipient named on the signature page; (iii) if sent in the U.S., when deposited in either registered or certified U.S. Mail, return receipt requested, postage prepaid; or (iv) when delivered to an overnight courier service.

19. **Force Majeure/System Maintenance.** Neither Party shall be liable to the other for any delay or failure in performance of any part of this Agreement if such delay or failure is caused by a Force Majeure Event. The Party claiming relief under this Section shall notify the other in writing of the existence of the Force Majeure Event and shall be excused on a day-by-day basis to the extent of such prevention, restriction or interference until the cessation of such Force Majeure Event. Qwest will use reasonable efforts during the Term of this Agreement to minimize any Service interruptions that might occur as a result of planned system maintenance required to provision the Services.

20. **Governing Law.** This Agreement will be governed by, enforced and construed in accordance with the laws of the State of New York without regard to its choice of law principles, except and to

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the extent that (a) the United States Communications Act of 1934, as amended and interpreted by the United States FCC, or (b) the telecommunications regulatory law of another national jurisdiction, applies to this Agreement. Qwest reserves the right to suspend, modify or terminate any Service without liability where: (i) Regulatory Activity prohibits, restricts or otherwise prevents Qwest from furnishing such Service; or (ii) any material rate, charge or term of such Service is substantially changed by a legitimate regulatory body, governmental authority, or by order of the highest court of competent jurisdiction to which the matter is appealed.

21. Arbitration of Disputes.

21.1 Any unresolved disputes, controversy or claims arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, will be finally settled by binding arbitration at the office of the AAA located in Denver, Colorado, United States. The arbitration will be held in accordance with the AAA Rules, as amended by this Agreement, which rules are hereby incorporated by reference into this Section. Either Party may initiate arbitration by providing written demand for arbitration (with a copy to the other Party), a copy of this Agreement and the administrative fee required by the AAA Rules to the AAA in Denver, Colorado, United States. The remaining cost of the arbitration, including arbitrator's fees, shall be shared equally by the Parties unless the arbitration award provides otherwise. Each Party shall bear the cost of preparing and presenting its case. The tribunal shall consist of three arbitrators. One arbitrator will be appointed in accordance with the AAA Rules within thirty (30) calendar days of the submission of the demand for arbitration. The Parties agree to undertake all reasonable steps to expedite the arbitration process. All negotiations connected with the arbitration shall be conducted in complete confidence, and the Parties undertake not to divulge details of such negotiations except to their professional advisors who shall also be subject to such confidentiality and shall be without prejudice to the rights of the Parties in any future proceedings. The arbitrator shall designate the time and place in Denver, Colorado, United States for the hearing within thirty (30) calendar days of his or her appointment. Qwest and the Customer agree that the arbitrator's authority to grant relief shall be subject to the provisions of this Agreement, the USAA, the ABA-AAA Code of Ethics for Arbitrators in Commercial Disputes, the Communications Act of 1934, as amended, and any other applicable law. The arbitrator's shall be bound by the Parties' substantive agreements and agreements with regard to dispute resolution in rendering his or her decision and shall follow the plain meaning of the Agreement. An arbitrator's decision shall be final, binding, and enforceable in a court of competent jurisdiction.

21.2 If either Party notifies the other that it intends to request an arbitration proceeding, Customer shall promptly place all disputed and withheld amounts, if any, on an on-going basis with the Escrow Agent, pursuant to a mutually agreeable escrow agreement. Qwest reserves the right to suspend provisioning of the Services or terminate the Agreement pursuant to Section 8.1 if Customer fails to comply with the above escrow obligation.

22. Headings. The headings used in this Agreement are for convenience only and do not in any way limit or otherwise affect the meaning of any terms of this Agreement.

23. Authorization. Customer represents and warrants that: (i) the full legal name of the legal entity intended to receive the benefits and Services under this Agreement is accurately set forth herein; (ii) the person signing this Agreement has been duly authorized to execute this Agreement on Customer's behalf; and (iii) the execution hereof is not in conflict with law, the terms of any charter, bylaw, articles of association, or any agreement to which Customer is bound or affected. Qwest may act in reliance upon any instruction, instrument, or signature reasonably believed by Qwest to be genuine. Qwest may assume that any employee of Customer who gives any

written notice, Order Form, or other instruction in connection with this Agreement has the authority to do so.

24. Third Party Beneficiaries. The terms, representations, warranties and agreements of the Parties set forth in this Agreement are not intended for, nor shall they be for the benefit of or enforceable by, any third party (including, without limitation, Customer's Affiliates and End Users).

25. Export Regulations. The Parties acknowledge and agree that both (i) certain equipment, software and technical data which may be provided or utilized in connection with the furnishing of the Services hereunder; and (ii) the use of such services may be subject to export, re-export or import controls under the United States Export Administration Regulations or similar regulations of the United States or of any other country.

26. Foreign Corrupt Practices Act. Notwithstanding anything to the contrary herein, the Parties each hereby acknowledge and agree that certain laws of the United States, including the Foreign Corrupt Practices Act, 15 U.S.C. Sections 78dd-1 et seq., prohibit any person subject to the jurisdiction of the United States from making or promising to make any payment of money or anything of value, directly or indirectly, to any government official, political party, or candidate for political office for the purpose of obtaining or retaining business. The Parties each hereby represents and warrants that, in the performance of its obligations hereunder, it has not made, and will not make, any such proscribed payment.

27. Entire Agreement. This Agreement, together with all Addenda and Service Exhibits, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior offers, contracts, agreements, representations and understandings made to or with Customer by Qwest or any predecessors-in-interest, whether oral or written, relating to the subject matter hereof. All amendments to this Agreement shall be in writing and signed by the Parties.

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ADDENDUM 1 DEFINITIONS:

"AAA" means the American Arbitration Association.

"AAA Rules" means the commercial Arbitration Rules of the American Arbitration Association, as amended by this Agreement.

"Affiliate(s)" means: (i) any individual, corporation, partnership, limited liability company, limited liability partnership, practice, association, joint stock company, trust, unincorporated organization or other venture or business vehicle (each an "Entity") in which a Party owns a ten percent (10%) or greater equity interest; or (ii) any Entity which, directly or indirectly, is in Control of, is Controlled by or is under common Control with a Party, as applicable, after applying the attribution rules of Section 318 of the U.S. Internal Revenue Code. In addition to the below definition of "Control" and for the purpose of this definition, "Control" of an Entity shall also include the power, directly or indirectly, whether or not exercised to vote fifty percent (50%) (or such lesser percentage as is the maximum allowed to be owned by a foreign corporation in a particular jurisdiction) or more of the securities or other interests having ordinary voting power for the election of directors or other managing authority of such Entity.

"Bona Fide Dispute" means a good faith assertion of a right, claim, billing adjustment or credit which Customer reasonably believes it is entitled to under the Agreement. A Bona Fide Dispute shall not include, and Customer may not withhold any amounts invoiced for, actual calls made by Customer, Customer's End Users or unauthorized third parties (e.g., fraudulent calls).

"Cause" means the failure of a Party to perform a material obligation under this Agreement which failure is not remedied, if curable: (a) in the event of a payment or security default, upon five (5) calendar days written notice, or (b) in the event of any other general default, upon thirty (30) calendar days written notice (unless a shorter notice period is expressly set forth in the Agreement, in which case the shorter notice period shall apply).

"Change of Control" shall be deemed to have occurred with respect to Customer if: (a) any entity having previously Controlled (as hereinafter defined) Customer, ceases to do so; (b) any entity acquires Control of Customer (whether by reason of acquisition, merger, reorganization, operation of law or otherwise); or (c) all, or substantially all, of the assets of Customer or an entity that Controls Customer are acquired (whether by reason of acquisition, merger, reorganization, operation of law or otherwise) by, or combined by merger with, any other entity. A Change of Control shall not include any assignment permitted under this Agreement pursuant to Section 11.

"Complete Documentation" means documentation and other detailed written support which identifies with specificity the basis and the charges which are subject to the Bona Fide Dispute, the Service interruption credit or other credit to which Customer reasonably believes itself entitled, and the amounts being withheld by Customer pending resolution of such Bona Fide Dispute.

"Control" (and "Controls," "Controlling," "Controlled by" and "under common Control with" shall be construed accordingly) as applied to any Party means the possession directly or indirectly of the power to direct or cause the direction or the management and policies of that Party, whether through the ownership of voting securities, partnership or equity, by contract or otherwise. Where any two parties together satisfy any of this definition, they shall be deemed to have Control. For purposes of this definition, there shall be attributed to any Party rights and powers of a nominee for it (that is to say, any rights or powers that another Party possesses on its behalf or may be required to exercise on its direction or behalf).

"CPE" means Customer premise equipment, software and/or other materials associated with the Service.

"Customer" means the customer identified in the signature page that executed this Agreement as "Customer".

"Due Date" means thirty (30) calendar days from the invoice date.

"End User(s)" mean Customer's end-users or customers.

"Effective Date" means the latest date of execution of this Agreement by a Party.

"Escrow Agent" means, entity or person indicated by Qwest to Customer in writing.

"FCC" means the Federal Communications Commission.

"Force Majeure Event" means an unforeseeable event (other than a failure to comply with payment obligations) beyond the reasonable control of a Party, including without limitation: act of God; fire; flood; labor strike; sabotage; fiber cut; material shortages or unavailability or other delay in delivery not resulting from the responsible Party's failure to timely place orders therefor; lack of or delay in transportation; government codes, ordinances, laws, rules, regulations or restrictions; war or civil disorder.

"Insolvent" means the occurrence of any of the following events, whereby Customer (i) becomes or is declared insolvent or bankrupt; (ii) is the subject of any proceedings related to its liquidation, insolvency or for the appointment of a receiver or similar officer for it; (iii) makes an assignment for the benefit of all or substantially all of its creditors; or (iv) enters into an agreement for the composition, extension, or readjustment of all or substantially all of its obligations.

"Order Form" means Service order request forms issued by Qwest, as amended from time to time.

"Parties" means collectively Qwest and Customer.

"Party" means either Qwest or Customer.

"Past Due Date" means the first calendar day following the Due Date.

"Proprietary Information" means written information that is either: (a) marked as confidential and/or proprietary, or which is accompanied by written notice that such information is confidential/proprietary, or (b) not marked or notified as confidential/proprietary, but which, if disclosed to any third party, could reasonably and foreseeably cause competitive harm to the owner of such information.

"Qwest" means the entity identified in the signature page that executed this Agreement as "Qwest".

"Regulatory Activity" means any regulation and/or ruling, including modifications thereto, by any regulatory agency, legislative body or court of competent jurisdiction.

"Service(s)" means the Qwest services provided pursuant to any Service Exhibit attached hereto.

"Service Exhibits" means those service descriptions and rate schedules attached hereto as an exhibit, pursuant to which Qwest shall

QWEST INFRASTRUCTURE SHARING SERVICES AGREEMENT

provide or cause to be provided acting as Customer's agent, and Customer shall purchase the applicable Services.

"Tax" or "Taxes" mean(s) any and all applicable national, federal, state and local taxes, including, without limitation, all use, sales, value-added, goods and services, surcharges, excise, franchise, commercial, gross receipts, license, privilege or other similar taxes, levies, surcharges, duties, fees, or other tax-related surcharges whether

charged to or against the Customer, with respect to the supply of the Services or underlying facilities provided by a Party under this Agreement, as well as any other imposition by any governmental authority which has the effect of increasing Qwest's cost of providing the Services or the underlying facilities

"USAA" means the United States Arbitration Act.

**SERVICE EXHIBIT 1
OPERATOR SERVICES EXHIBIT AND RATE SCHEDULE
INFRASTRUCTURE SHARING MASTER SERVICES AGREEMENT**

1.0 OPERATOR SERVICES MINIMUM SERVICE TERM.

The term of this Service Exhibit 1 shall commence upon the Effective Date of the Agreement (or an amendment hereto, as applicable) and remain in effect for the same period listed in Section 7 of the Qwest Infrastructure Sharing Master Services Agreement.

2.0 OPERATOR SERVICES TO BE PROVIDED BY QWEST.

SERVICES.

Qwest shall provide the Operator Services, as further described herein, to Customer according to the terms and conditions of this Service Exhibit and the Agreement. The Operator Services shall be provided, by live operators, computers (machine), or otherwise, to Customer's end users when dialing 0+ or 0- to place a domestic alternately billed call or when Customer's End User is in need of general assistance. Services provided under this Service Exhibit shall be provided using shared infrastructure facilities provided under 47 U.S.C. §259. All Customer representations in the Agreement also apply to this Service Exhibit, including, but not limited to, Customer's representation and warrant in Section 2.1 of the Agreement. The specific services available to a Customer's End User are as follows:

Local Assistance - Provide assistance to Customer's End User requesting help with or information on placing or completing local calls, connecting to home NPA directory assistance, and such other information and guidance, including referral to Exchange Carrier's business office and repair numbers, as may be consistent with Qwest's customary practice for providing customer assistance.

Emergency Assistance - Provide assistance to Customer's End User for handling the emergency local and intraLATA toll calls to emergency agencies of Customer's End User, including, but not limited to, police, sheriff, highway patrol and fire. Customer will be responsible for providing Qwest with the appropriate emergency agencies numbers and updates.

Busy Line Verify ("BLV") - Performed when Customer's End User requests assistance from the operator to determine if the called line is in use. The operator will not complete the call for the End User initiating the BLV inquiry. Only one (1) BLV attempt will be made per End User call, and a charge shall apply.

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

Coin Refund Requests - Provide information to Customer's End User regarding Customer's End Users requesting coin refunds.

Quote Service - Provide time and charges to Customer's End User for guest/account identification.

Custom Branding - Custom Branding provides the announcement of Customer's name to Customer's End User during the introduction of the call, and at the completion of the call, where technically feasible. Qwest will record the brand. If Custom Branding is selected, a non-recurring charge for studio set-up and recording will apply. The non-recurring studio/recording charge will be assessed each time the brand message is changed. A non-recurring brand loading charge also applies to place the brand on Qwest's operator services platforms.

3.0 OBLIGATIONS OF CUSTOMER.

Customer will provide and maintain the equipment and facilities necessary to permit Qwest to furnish the services for which the Customer contracts.

The technical requirements of operator services type trunks and the circuits to connect the positions to the host are covered in the Operator Services Systems Generic Requirement (OSSGR), Telcordia Document No. FR-NWT-000271, Section 6 (Signaling) and Section 10 (System Interfaces) in general requirements form incorporated herein by reference.

Customer will provide separate (non-local/intraLATA trunks) no-test trunks to the Qwest BLV-BLI validation hubs or to the Qwest operator services switches.

Customer will complete the "Qwest Operator Services/Directory Assistance Questionnaire for Local Service Providers" to request Services, and Customer represents that the information is true and correct to the best of its knowledge and belief.

4.0 OBLIGATIONS OF COMPANY.

Qwest shall have no obligation to supply a Service where facilities or technical abilities are limited.

**SERVICE EXHIBIT 1
OPERATOR SERVICES EXHIBIT AND RATE SCHEDULE
INFRASTRUCTURE SHARING MASTER SERVICES AGREEMENT**

Qwest will perform Services provided under this Agreement in accordance with operating methods, practices, and standards in effect for all Qwest's End Users.

Qwest shall maintain adequate equipment and personnel to reasonably perform the Services. Customer shall connect its End Users to the place(s) where Qwest provides the Services and to provide all information and data needed or reasonably requested by Qwest in order to perform the Services.

5.0 CHARGES AND PAYMENT.

Qwest will charge the Customer on per Call or Message as follows:

CALL TYPE	CHARGE APPLICATION
Operator Handled Calling Card	For each completed calling card call that was dialed 0+ where the operator entered the calling card number.
Machine Handled Call	For each completed call that was dialed 0+ where the End User entered the required information, such as calling card number.
Station Call	For each completed station call, including station sent paid, collect, 3rd number special billing or 0- calling card call.
Person Call	For each completed person-to-person call regardless of the billing used by the End User.
Connect to Directory Assistance	For each operator placed call to directory assistance.
Busy Line Verify	For each call where the operator determines that conversation exists on a line.
Busy Line Interrupt	For each call where the operator interrupts conversation on a busy line and requests release of the line.
Operator Assistance	For each local call, completed or not. These calls include, but are not limited to: calls given the DDD rate because of transmission problems; calls where the operator has determined there should be no charge, such as Busy Line Verify attempts where conversation was not found on the line; calls where the End User requests information from the operator, and no attempt is made to complete a call; calls for quote service.

The charges for the Services provided by Qwest under this Service Exhibit are listed in Schedule A for Company(s), State(s), and OCN(s) listed in Schedule B, attached hereto and incorporated herein by reference.

The charges listed in Schedule A shall be subject to adjustment upon thirty (30) days prior written notice to Customer from Qwest.

Customer shall be obligated to pay all applicable recurring and non-recurring charges as set forth herein for Operator Services provided by Qwest.

Qwest will track usage and bill Customer, and Customer shall be responsible for and will pay Qwest for all Rates and charges applicable to the calls/messages placed by Customer's End Users.

The rate per call/message will be based on the number of calls recorded by Qwest's equipment during the billing month.

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

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

Customer alone and independently establishes all prices it charges its End Users for Services provided by means of this Agreement, and Qwest is not liable or responsible for the collection of any such amounts.

In the event Qwest experiences an increase in the cost for providing Services, Qwest reserves the right to increase prices to Customer in order to cover the cost of providing the Services. In such event, Customer reserves the right to terminate this Agreement upon thirty (30) days written notice to Qwest.

**SERVICE EXHIBIT 1
OPERATOR SERVICES EXHIBIT AND RATE SCHEDULE
INFRASTRUCTURE SHARING MASTER SERVICES AGREEMENT**

6.0 DEFINITIONS.

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

"Business Day" means Monday through Friday excluding bank holidays.

"Calls" shall mean any call, completed or not, including, but are not limited to: calls given the DDD rate because of transmission problems; calls where the operator has determined there should be no charge, such as Busy Line Verify attempts where conversation was not found on the line; calls where the End User requests information from the operator, and no attempt is made to complete a call; calls for quote service.

"Completed Call" shall be conclusively determined to mean that "End User makes contact with the location, telephone number, person, or extension designated by the End User".

"Commission" shall mean the WA PUC.

"End User" means a third party retail customer that subscribes to a Telecommunications Service provided by either of the Parties or by another Carrier or by two (2) or more Carriers.

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

"Messages" shall mean that the End User makes contact with the location, telephone number, person, or extension designated by the End User

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

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

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

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

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

**SERVICE EXHIBIT 1
 OPERATOR SERVICES EXHIBIT AND RATE SCHEDULE
 INFRASTRUCTURE SHARING MASTER SERVICES AGREEMENT**

SCHEDULE A

CHARGES

Recurring Charges, per Call or Message (Rates are based on monthly usage quantities)

Category	Messages per Month	Rate per Call/Message
1	0-9,999	\$0.75
2	10,000-99,999	\$0.55
3	Over 100,000	\$0.40

Non-recurring charges

Customized Branding, Setup and Recording	\$10,500.00
(Includes both front and back-end brands for 0+ and 0-. Also applies to subsequent changes)	
Brand Loading, per Brand	\$800.00

**SERVICE EXHIBIT 1
OPERATOR SERVICES EXHIBIT AND RATE SCHEDULE
INFRASTRUCTURE SHARING MASTER SERVICES AGREEMENT**

SCHEDULE B

LIST OF COMPANIES

1.0 Customer will provide companies that this Service Exhibit covers:

<u>Company</u>	<u>State</u>	<u>OCN</u>
Asotin Telephone Company	WA	2404
Lewis River Telephone Company, Inc.	WA	2427
McDaniel Telephone Company	WA	2430

**SERVICE EXHIBIT 2
DIRECTORY ASSISTANCE SERVICE EXHIBIT AND RATE SCHEDULE
INFRASTRUCTURE SHARING MASTER SERVICES AGREEMENT**

1.0 DIRECTORY ASSISTANCE MINIMUM SERVICE TERM.

The term of his Service Exhibit 1 shall commence upon the Effective Date of the Agreement (or an amendment hereto, as applicable) and remain in effect for the same period listed in Section 7 of the Qwest Infrastructure Sharing Master Services Agreement.

2.0 DIRECTORY ASSISTANCE TO BE PROVIDED BY QWEST.

SERVICES.

Directory Assistance Service is a telephone number, voice information service that Qwest provides to other telecommunications carriers and its own end users. The published and non-listed telephone numbers provided are only those contained in Qwest's current Directory Assistance database. End users may obtain telephone numbers in their own NPA/LATA, whichever is greater. Services provided under this Service Exhibit shall be provided using shared infrastructure facilities provided under 47 U.S.C. §259. All Customer representations in the Agreement also apply to this Service Exhibit, including, but not limited to, Customer's representation and warrant in Section 2.1 of the Agreement.

Customer agrees to furnish to Qwest its end user listings information according to the terms and conditions of the Agreement and Service Exhibit 3. Such information shall become part of Qwest's Directory Listing and Directory Assistance databases (as defined in Service Exhibit 3). Once included in the Qwest databases, Qwest will incorporate the Customer listings information in all existing and future Qwest Directory Assistance Service and shall make the Customer listing information available to all competing providers of directory assistance services who purchase the Qwest database without compensation to Customer.

Customer agrees to pay for Service provided under this Agreement originating from LEC's existing exchanges and any LEC exchanges established in the future. The charge for Service provided under this Service Exhibit is listed in Schedule A for Company(s), State(s), and OCN(s) listed in Schedule B.

Custom Branding - Custom Branding provides the announcement of Exchange Carrier's name to Exchange Carrier's end user during the introduction of the call, and at the completion of the call, where technically feasible. Qwest will record the brand.

3.0 OBLIGATIONS OF CUSTOMER.

Customer will provide and maintain the equipment and facilities necessary to permit Qwest to furnish the services for which the Customer contracts.

Customer will complete the "Qwest Operator Services/Directory Assistance Questionnaire for Local Service Providers" to request Services, and Customer represents that the information is true and correct to the best of its knowledge and belief.

For those customers that utilize shared facilities (non-dedicated), the customer must report the number of DA messages to Qwest for billing. Those customers that self-report their usage must report monthly the number of DA messages generated by the customer's end users by state and OCN. This monthly DA report should be mailed to the LEXCIS billing team within a week following the end of the usage month. Qwest reserves the right to audit the number of messages that are reported for billing.

4.0 OBLIGATIONS OF COMPANY.

It is understood that Qwest shall have no obligation to supply a Service where facilities or technical abilities are limited.

Qwest will perform Services provided under this Agreement in accordance with operating methods, practices, and standards in effect for all Qwest's End Users.

Qwest shall maintain adequate equipment and personnel to reasonably perform the Services. ILEC shall connect its End Users to the place(s) where Qwest provides the Services and to provide all information and data needed or reasonably requested by Qwest in order to perform the Services.

5.0 CHARGES AND PAYMENT.

The charge per call applicable to Local Directory Assistance is provided in Schedule A for Company(s), State(s), and OCN(s) listed in Schedule B.

Qwest will track usage and bill ILEC, and ILEC will pay Qwest for the calls placed by ILEC's End Users.

For purposes of determining when LEC is obligated to pay the per call charge, the call shall be deemed made and LEC shall be obligated to pay when the call is answered by Qwest Operator Services Switch. An end user may request and receive no more than two telephone numbers per Directory Assistance call. Qwest will not credit, rebate or waive the per call charge due to any failure to provide a telephone number, or due to any incorrect information.

**SERVICE EXHIBIT 2
DIRECTORY ASSISTANCE SERVICE EXHIBIT AND RATE SCHEDULE
INFRASTRUCTURE SHARING MASTER SERVICES AGREEMENT**

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

LEC shall, within thirty (30) days of date of statement, notify Qwest in writing in the event of any dispute relating to a statement. If LEC provides evidence to Qwest that the statement is inaccurate, Qwest shall perform an audit on its records, in accordance with its own customary audit practices. Qwest shall provide, within a reasonable time of Qwest's receipt of evidence from LEC, the results of the audit.

ILEC alone and independently establishes all prices it charges its End Users for Services provided by means of this Agreement, and Qwest is not liable or responsible for the collection of any such amounts.

6.0 DEFINITIONS.

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

"Business Day" means Monday through Friday excluding bank holidays.

"Call" is any Directory Assistance attempt that is answered by Qwest Operator Services Switch

"Commission" shall mean the WA PUC.

"End User" means a third party retail customer that subscribes to a Telecommunications Service provided by either of the Parties or by another Carrier or by two (2) or more Carriers.

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

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

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

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

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

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

**SERVICE EXHIBIT 2
 DIRECTORY ASSISTANCE SERVICE EXHIBIT AND RATE SCHEDULE
 INFRASTRUCTURE SHARING MASTER SERVICES AGREEMENT**

SCHEDULE A

CHARGES

Recurring Charges, per Call

Category	Messages per Month	Rate per Call/Message
1	Less than 2,000	\$0.65
2	2,000 – 9,999	\$0.50
3	10,000 – 49,999	\$0.45
4	50,000 – 69,999	\$0.40
5	70,000 or more	\$0.35

Non-recurring charges

Customized Branding, Setup and Recording	\$35,000.00
Brand Loading, per Brand	\$500.00

**SERVICE EXHIBIT 2
DIRECTORY ASSISTANCE SERVICE EXHIBIT AND RATE SCHEDULE
INFRASTRUCTURE SHARING MASTER SERVICES AGREEMENT**

SCHEDULE B

LIST OF COMPANIES

1.0 Customer will provide companies that this Service Exhibit covers:

<u>Company</u>	<u>State</u>	<u>OCN</u>
Asotin Telephone Company	WA	2404
Lewis River Telephone Company, Inc.	WA	2427
McDaniel Telephone Company	WA	2430

**SERVICE EXHIBIT 3
DIRECTORY DATABASE ENTRY SERVICES EXHIBIT AND RATE SCHEDULE
INFRASTRUCTURE SHARING MASTER SERVICES AGREEMENT**

1.0 DIRECTORY DATABASE ENTRY INITIAL TERM.

The term of this Service Exhibit 3 shall commence upon the Effective Date of the Agreement (or an amendment hereto, as applicable) and remain in effect for the same period listed in Section 7 of the Qwest Infrastructure Sharing Master Services Agreement.

2.0 DIRECTORY DATABASE ENTRY SERVICES TO BE PROVIDED BY QWEST.

SERVICES.

Qwest agrees to permit Customer to submit its End User Directory Listings Information to Qwest for inclusion in the Qwest Directory Assistance databases (including Directory Assistance Lists) and databases developed for other lawful purposes ("Directory Databases"), in those various communities where Customer is a provider of Telecommunications Services, as listed in Schedule A to this Service Exhibit ("Communities") on customer's behalf and on customer affiliate's behalf listed in Schedule B to this Service Exhibit ("Affiliates"). Services provided under this Service Exhibit shall be provided using shared infrastructure facilities provided under 47 U.S.C. §259. All Customer representations in the Agreement also apply to this Service Exhibit, including, but not limited to, Customer's representation and warranty in Section 2.1 of the Agreement.

During the term of this Agreement, Qwest will provide its Directory Database services to Customer as discussed in this Service Exhibit. Qwest will not publish Customer's listing data in its printed directories. Customer must independently contact a directory publisher, such as Dex Media, to make publishing arrangements for its listings. Customer will permit Qwest to use Customer's listing information for the purposes described within this Service Exhibit without compensation to Customer.

Qwest will take reasonable steps in accordance with industry practices to accommodate nonpublished and nonlisted listings provided that Customer has supplied Qwest the necessary privacy indicators on such listings.

3.0 OBLIGATIONS OF CUSTOMER.

Customer shall provide the names and pertinent listing data of its End Users from the Communities to Qwest for submission to and entry into the Directory Databases.

Customer will furnish its End User directory listing information to Qwest in the format and according to the processes identified by Qwest. Customer further agrees to submit all End User listing data to Qwest using a separate ACNA and using Qwest's processes (e.g., manual OBF forms, IMA or EDI). Qwest will accept these submissions and agrees to make all commercially reasonable efforts to ensure that it enters them into its Directory Databases in a timely and reasonable manner, but assumes no responsibility nor liability for the accuracy and timeliness of listing updates in Qwest's Directory Databases, services or products, whether or not due to Qwest's fault or negligence.

Customer shall use commercially reasonable efforts to ensure that listings provided to Qwest are accurate and complete. Customer further represents that it shall review all listings information provided to Qwest, including End User requested restrictions on use, such as nonpublished and nonlisted restrictions. Customer is required to review the Verification Proof in a timely manner as well as on a regular basis and promptly provide Qwest with any corrections that need to be made.

Customer shall be solely responsible for knowing and adhering to state laws or rulings regarding listings and for supplying Qwest with the applicable listing information.

3.1 SERVICE BUREAU (AGENT).

Should Customer elect to submit its End User directory listing information to Qwest through a service bureau or other type of third party ("Agent"), Customer and Agent shall execute a Letter of Authorization ("LOA"), in a form acceptable to Qwest, and shall include, but not be limited to, the following terms:

That Agent is authorized by Customer to submit listings to Qwest and work with Qwest in resolving any issues surrounding listing submission; and
That Agent will comply with all terms and conditions of the Agreement and Service Exhibit 3 in submitting listings to Qwest.

Customer's use of Agent in submitting End User directory listing information to Qwest shall not alter Customer's obligations under this Agreement and Customer shall remain primarily liable for covenants and responsibilities under this Agreement.

4.0 CHARGES AND PAYMENT.

4.1 RECURRING CHARGES.

ILEC will be charged for premium listings (including, but not limited to additional, foreign, cross-reference, and informational listings) and privacy listings (including nonpublished, nonlisted, and no solicitation) at Qwest's general exchange listing tariff rates minus the applicable state wholesale discount. These types of listings are defined in the Qwest General Exchange Tariffs.

**SERVICE EXHIBIT 3
DIRECTORY DATABASE ENTRY SERVICES EXHIBIT AND RATE SCHEDULE
INFRASTRUCTURE SHARING MASTER SERVICES AGREEMENT**

4.2 NON-RECURRING CHARGES.

ILEC will be charged non-recurring premium listing and privacy listings charges at Qwest's general exchange listings tariff rates minus the applicable state wholesale discount. These types of listing charges are defined in the Qwest General Exchange Tariffs.

4.3 BILLING.

ILEC shall receive its charges on a monthly LEXCIS (Local Exchange Carrier Invoicing System) bill via electronic mail or U.S. Postal mail, based upon customer preference. ILEC shall also receive a monthly listing detail and disconnect report to validate its summary invoice.

5.0 DEFINITIONS.

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

"Business Day" means Monday through Friday excluding bank holidays.

"Commission" shall mean the WA PUC.

"Directory Assistance Lists" shall mean the Directory Assistance List (DA List) information which consists of name, address and telephone number information for all End Users of Qwest and other ILECs that are contained in Qwest's Directory Assistance Database and, where available, related elements required in the provision of Directory Assistance service to Customer's End Users.

"Directory Assistance Service" includes, but is not limited to, making available to callers or through electronic or other means, upon request, information contained in the Directory Assistance Database. Directory Assistance Service includes, where available, the option to complete the call at the caller's direction.

"Directory Database" means Directory Listings in a Qwest database repository.

"Directory Listings" or "Directory Listing Information" are any information identifying the listed names of End Users of a Telecommunications Carrier and such End User's telephone numbers, addresses, or primary advertising classifications (as such classifications are assigned at the time of the establishment of such service), or any combination of such listed names, numbers, addresses or classifications.

"End User" means a third party retail customer that subscribes to a Telecommunications Service provided by either of the Parties or by another Carrier or by two (2) or more Carriers.

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

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

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

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

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

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

**SERVICE EXHIBIT 3
DIRECTORY DATABASE ENTRY SERVICES EXHIBIT AND RATE SCHEDULE
INFRASTRUCTURE SHARING MASTER SERVICES AGREEMENT**

**SCHEDULE A
COMMUNITIES**

1.0 Customer will provide listings to Qwest for the following Communities:

ALL IN OCN: 2404, 2427, and 2430.

**SERVICE EXHIBIT 3
DIRECTORY DATABASE ENTRY SERVICES EXHIBIT AND RATE SCHEDULE
INFRASTRUCTURE SHARING MASTER SERVICES AGREEMENT**

**SCHEDULE B
AFFILIATES**

1.0 Customer affiliate entities included in Agreement:

<u>Company</u>	<u>State</u>	<u>OCN</u>
Asotin Telephone Company	WA	2404
Lewis River Telephone Company, Inc.	WA	2427
McDaniel Telephone Company	WA	2430