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October 13, 1997

VIA HAND DELIVERY

Mr. Steve McLellan, Secretary
Washington Utilities
and Transportation Commission
1300 So. Evergreen Park Dr. S.W.
Olympia, WA 98504

Re: WUTC Docket No. UT-960381

Dear Mr. McLellan:

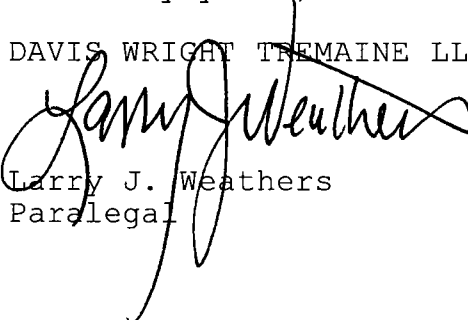
Enclosed for filing in the above-referenced docket on behalf of AT&T Wireless Services, Inc. and U S West Communication, Inc., are the original and six (6) copies of the revised CMRS Interconnection Agreement between the Parties. I am also including a diskette containing this document in both Wordperfect 5.1 and Word 6.0 formats.

The enclosed Agreement has been revised according to the Commission Order Adopting Arbitrator's Report and Approving Interconnection Agreement dated October 6, 1997. The only changes are to Sections 2.B and 2.D on pages 9 and 11, respectively. All other provisions remain substantively the same as the CMRS Interconnection Agreement filed with the Commission on September 5. The enclosed filing is formatted slightly differently--the provisions corresponding to the Arbitrator's Decision and Report are not highlighted.

If you have any questions concerning this filing please call me at (206) 628-7161.

Sincerely yours,

DAVIS WRIGHT TREMAINE LLP



Larry J. Weathers
Paralegal

**DISK
AVAILABLE**

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Seattle

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Mr. Steve McLellan, Secretary
October 13, 1997
Page 2

Enclosure

cc: Larry Berg (with enclosure)
Lisa Anderl (with enclosure)
Jill Mounsey (with enclosure)
Dan Waggoner
Janet Strand Selby
Steve Dea (with enclosure)

CMRS INTERCONNECTION AGREEMENT

(excluding paging services)

between

AT&T Wireless Services, Inc.

and

U S WEST Communications, Inc.

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CMRS INTERCONNECTION AGREEMENT

This Interconnection Agreement ("Agreement") is made between U S WEST Communications, Inc., a Colorado corporation ("USWC") and those entities affiliated with AT&T Wireless Services, Inc., a Delaware corporation, that are listed on Attachment I attached hereto (hereinafter referred as "AWS"). This Agreement is effective upon approval by the state Commission (the "Effective Date").

RECITALS

Whereas, USWC is a duly authorized common carrier engaged in providing telecommunications exchange and other services in the State Washington and AWS is a duly authorized common carrier engaged in providing Commercial Mobile Radio Services in the State of Washington;

Whereas, the Telecommunications Act of 1996, signed into law on February 8, 1996, places certain duties and obligations upon, and grants certain rights to telecommunications carriers, including the obligation of local exchange companies, such as USWC, to negotiate in good faith an agreement for the provision of interconnection and unbundled Network Elements;

Whereas, the Parties have agreed to connect their facilities and interchange traffic as co-carriers for the purpose of offering wireless to wireline or wireline to wireless communications service to their respective customers within the territory in which each Party is authorized to operate;

Whereas, the goal of both Parties is to achieve the most efficient possible use of facilities in order to minimize the costs to each carrier and provide the most efficient service to the public consistent with the requirements of the Telecommunications Act of 1996. Towards this end, USWC and AWS shall continue, in accordance with those requirements, to cooperate to develop (i) networking plans for interconnection facilities and arrangements which will reflect the mutual agreement of the Parties, and (ii) any necessary specialized telecommunications facilities or arrangements reasonably required for the physical connection and interchange of traffic as provided hereunder;

Whereas, the charges for wireless interconnection shall be based on the direct costs of the facilities and services provided to each other;

Whereas, each Party shall be solely responsible, and bear the expense, for the overall design of its services. Each Party shall also be responsible for any redesign or rearrangement of its services that may be required because of changes in facilities, operations or

procedures, minimum network protection criteria, and operating or maintenance characteristics of the facilities; and

Whereas, the Parties agree and understand that certain provisions in this Agreement are based, in large part, on the Federal Communication Commission's First Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, CC Docket No. 96-98, rel. Aug. 8, 1996 ("FCC First Order") and the Second Report and Order and Memorandum Opinion and Order, In the Matter of Implementation of the Local Competition Provisions of the Telecommunications act of 1996, CC Docket No. 96-98, rel. Aug. 8, 1996 ("FCC Second Order"), as these Orders have been modified by the decision in Iowa Utilities Board v. Federal Communications Commission, Case Nos. 96-3321 et seq. (8th Cir. July 18, 1997). To the extent that certain of the rules contained in the FCC First Order and the FCC Second Order, or any other FCC Order adopted to implement the Telecommunications Act of 1996, are deemed by the courts not to be effective, this Agreement shall be modified to comport with the final court decisions and subsequent FCC rules adopted to comply with the court's decisions;

NOW THEREFORE, in consideration of these premises and the mutual covenants and agreements hereinafter contained, USWC and AWS hereby covenant and agree as follows:

SCOPE

The Agreement sets forth the terms, conditions and prices under which the Parties agree to provide Type 2 and Type 1 Interconnection for CMRS carriers only in association with CMRS services and reciprocal compensation for the exchange of traffic between USWC and AWS for purposes of offering telecommunications services. This Agreement does not permit the Parties to use the local interconnection arrangement for stand-alone enhanced services (i.e. includes provision of enhanced services to AWS non-wireless customers but excludes provision of complementary services in association with CMRS). Any such use shall be covered by separate agreement between the Parties. The terms and conditions of the Parties' paging interconnection arrangements will be negotiated after resolution of paging-LEC interconnection rules by the FCC. Unless otherwise provided in this Agreement, the Parties will perform all of their obligations hereunder, to the extent provided in the Appendices attached hereto. The Agreement includes all accompanying appendices.

1. DEFINITIONS

For purposes of this Agreement and the Attachments appended hereto, the terms set forth below shall be defined as follows:

- A. Act – The Communications Act of 1934, 47 U.S.C. § 151 *et. seq.*, as amended by the Telecommunications Act of 1996, and as interpreted from time to time in the duly authorized rules and regulations of the FCC or the relevant state utility commission.

- B. Affiliate – Any person, partnership, corporation, or other business association (hereinafter “person”) that directly or indirectly controls, is controlled by, or is under common control with another person. Control shall be defined as (i) ownership of a majority of the voting power of all classes of voting stock or (ii) ownership of a majority of the beneficial interests in income or capital of an entity other than a corporation.
- C. Answer Supervision – An off-hook supervisory signal of at least two seconds in duration sent by AWS to USWC’s serving End Office on all completed calls after address signaling has been completed, or an off-hook signal of at least two seconds in duration sent by USWC to AWS’s MSC on all completed calls after address signaling has been completed.
- D. AWS’s System - The communications network of AWS used to furnish Commercial Mobile Radio Service.
- E. Call Recording - The process of retaining detailed information about a call, such as date and time placed, originating and terminating NPA/NXX, and Conversation Time. It does not mean recording or listening to the content of calls.
- F. Call Termination – Switching and delivery of terminating traffic to and from the Parties’ End Office/MSC to the called Party’s location.
- G. Call Transport – Tandem switching and transmission of terminating traffic from a tandem to the End Office/MSC that directly serves the called Party.
- H. Cell Site – A wire center location associated with a wireless carrier network.
- I. Collocation – An arrangement whereby one Party’s (the “Collocating Party”) facilities are terminated in its equipment necessary for interconnection or for access to Network Elements on an unbundled basis which has been installed and maintained at the premises of a second Party (the “Housing Party”). Collocation may be “physical” or “virtual”. In “physical Collocation”, the Collocating Party installs and maintain its own equipment in the Housing Party’s premises. In “virtual Collocation”, the Housing Party installs and maintains the Collocating Party’s equipment in the Housing Party’s premises.
- J. Commercial Mobile Radio Service (“CMRS”) – Has the meaning given such term in 47 C.F.R. § 20.3, except for paging service.
- K. Commission - Means the Washington Utilities and Transportation Commission.
- L. Common Channel Signaling (“CCS”) – A method of digitally transmitting call set-up and network control data over a special signaling network fully separate from the public voice switched elements that carry the actual call. The CCS protocol used by the Parties shall be Signaling System 7 (SS7). The product

provided by USWC is known as Common Channel Signaling Access Capability (CCSAC).

- M. Connecting Facilities - The facility and associated service arrangements used to connect AWS's System with USWC's System for the purpose of interchanging traffic.
- N. Conversation Time – The time (in full second increments) that both Parties' equipment is used for a call, measured from the receipt of Answer Supervision to Disconnect Supervision.
- O. Digital Signal Level 1 (DS1) - The 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing.
- P. Digital Signal Level 3 (DS3) - The 44.736 Mbps third-level in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.
- Q. Disconnect Supervision – An on-hook supervisory signal sent by AWS to USWC's Tandem or End Office at the completion of a call or an on-hook supervisory signal sent by USWC to AWS's MSC at the completion of the call.
- R. Extended Area Service ("EAS")/Local Traffic - Traffic that is originated by an end user of one Party and terminates to an end user of the other Party as defined in accordance with USWC's then current EAS/local serving areas, as determined by the Commission. The Parties shall terminate EAS/local traffic exclusively on EAS/local Trunk Groups.
- S. End Office - A USWC switching facility at which customer station loops are terminated for purposes of interconnection to each other and to the network.
- T. FCC – The Federal Communications Commission.
- U. Governmental Authority – Any nation or government, any state, local or other political subdivision thereof, and any bureau, tribunal, board, commission, department, court, agency or other entity or instrumentality exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.
- V. IntraLATA - Describes telecommunications functions originating and terminating in the same LATA.
- W. InterMTA - Describes telecommunications functions used by CMRS providers originating in one MTA and terminating in another.

- X. Local Access and Transport Area (“LATA”) - Denotes a geographical area established for the provision and administration of telecommunications service. It encompasses one or more designated exchanges, which are grouped to serve common social, economic and other purposes. USWC is generally prohibited from providing services between LATAs.
- Y. Local Calling Area (“LCA”) - A geographic area defined by the MTA within which AWS provides CMRS services where local Interconnection rates apply as defined in FCC First Report and Order 96-325 47 CFR 51.701 (b) (2).
- Z. Major Trading Area (“MTA”) - A geographic area used by the FCC, which area is based on the Rand McNally *1992 Commercial Atlas & Marketing Guide*, 123rd Edition, at pages 38-39.
- AA. Mobile Switching Center (“MSC”) – AWS’s facilities and related equipment used to route, transport and switch Wireless Calls to and from the public switched telephone network.
- BB. Network Element – A facility or equipment used in the provision of a telecommunications service. Network Element includes features, functions, and capabilities that are provided by means of such facility or equipment, including subscriber numbers, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing, or other provision of a telecommunications service. USWC’s operational support systems (“OSS”) are a network element.
- CC. Non-Local Calls - The completion of interMTA calls based on the location of Wireless subscribers and USWC landline end users as defined in FCC First Report and Order 96-325, ¶ 1043, for which access charges will be applicable.
- DD. NPA/NXX - The Numbering Plan Area (NPA) is the three digit area code and the NXX is the 4th, 5th, and 6th digits of a ten digit telephone number.
- EE. NPA/NXX Number Block - The 10,000 telephone number block, or parts thereof, associated with an NPA/NXX in the North American Numbering Plan.
- FF. Operational Support Systems (“OSS”) – OSS functions consist of preordering, ordering, provisioning, maintenance and repair, and billing functions supported by an incumbent LEC’s databases and information.
- GG. Point of Interconnection (“POI”) – A mutually agreed upon point of demarcation where the exchange of traffic between two carriers takes place.
- HH. Service Area – The geographic area(s) described in Attachment 1 where AWS is authorized to provide services and which is covered by this Agreement. For USWC, Service Area consists of the states of Arizona, Colorado, Idaho, Iowa,

Minnesota, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington, and Wyoming, in which USWC is operating as an incumbent local exchange carrier.

- II. Serving Wire Center (“SWC”) - Point of demarcation for interconnection between the NAC and dedicated transport.

- JJ. Special Construction – Refers to special billing arrangements which are required when: (a) the facilities suitable to AWS or USWC are not available to meet an order for service, and (b) AWS or USWC incurs added costs to construct the facilities, and (c) one or more of the following conditions exists:
 - i. AWS or USWC has no other requirements for the facilities constructed;
 - ii. AWS or USWC requests that the other provide the service using a type of facility, or via a route, other than that which AWS or USWC would normally utilize in furnishing that service;
 - iii. AWS or USWC requests more facilities than would normally be required to satisfy an order; or
 - iv. AWS or USWC requests that the other expedite construction, resulting in added costs to AWS or USWC.

- KK. Tandem - USWC’s switching systems and associated facilities that provide a traffic concentration and distribution function for traffic originating from or terminating to one or more End Offices.

- LL. Tariff Services - As used throughout this Agreement, refers to USWC interstate tariffs and state tariffs, price lists, price schedules and catalogs.

- MM. Transit Traffic - Traffic that originates from one provider’s network, “transits” another provider’s network, and terminates to another provider’s network. This service is provided through Local and Access Tandem switches.

- NN. Trunk Group - A set of trunks of common routing, origin and destination, and which serve a like purpose or function.

- OO. Type 1 Interconnection – An intraLATA/intrastate final route trunk group between a CMRS Point of Interconnection (POI) and a USWC Central Office Switch. Type 1 interconnection is a trunk side connection with line treatment (except for a 2-wire analog channel, which is available as a line side connection). All Type 1 services will have blocks of telephone numbers assigned to AWS from an NXX assigned to the USWC switch, which is the dial tone End Office of the AWS switch. All numbers are assigned and administered by USWC. AWS

performs subadministration (assigning specific numbers to individual subscribers). Reservation and implementation of numbers will be reserved individually or in blocks of twenty (20) or one hundred (100).

USWC provides the following: the transmission medium, signaling and supervision. Maintenance and restoral are provided as detailed in the applicable sections of the state tariffs. Type 1 interconnection is technically defined in BELLCORE Reference GR-145-CORE, as amended from time to time.

PP. Type 2A Local Interconnection - Connects AWS's MSC to a USWC Local Tandem and exchanges traffic between AWS and NXXs served by the end offices subtending the Local Tandem. This Interconnection arrangement carries both first routed direct final traffic and traffic overflowed on an alternate final basis from a Type 2B High Use Interconnection arrangement. Type 2A interconnection is technically defined in BELLCORE Reference GR-145-CORE, as amended from time to time.

The Access and Toll Tandem Interconnections connect AWS's MSC to a USWC Access and/or Toll Tandem. An Access Tandem exchanges switched access traffic and a Toll Tandem switched intraLATA toll. An Interconnection is required to both the Access and Toll Tandems in the geographic area in which AWS has local service.

QQ. Type 2A Equal Access Interconnection - This direct final route Trunk Group is used for the exchange of Interexchange Carrier. It is an Interconnection with inband signaling using Feature Group D signaling protocol between AWS's MSC and the Access Tandem serving the area in which the POI is located. The service enables the CMRS provider's subscribers to use their presubscribed Interexchange Carrier of choice. Equal Access trunks are available as one way out (mobile to land) and are not available as one way in (land to mobile). Type 2A Equal Access Interconnection is technically defined in BELLCORE Reference GR-145-CORE, as amended from time to time. When the Parties interconnect via CCS for jointly provided switched access service, the tandem provider will provide MF/CCS interworking as appropriate.

RR. Type 2B High Use Interconnection - A direct, two-way Trunk Group Interconnection where technically feasible, between AWS's MSC and a USWC End Office, within the same LATA, with overflow traffic routed over an associated Type 2A Trunk Group to the USWC designated Local Tandem. Type 2B High Use Service is only available in conjunction with an associated Type 2A Service and is offered only where facilities and operating conditions permit. AWS's and USWC's local traffic can be exchanged over this Interconnection. It can also provide routing of AWS-originated traffic to Feature Group A or Type 1 numbers residing within the USWC End Office switch. AWS will not route ancillary traffic or traffic terminating to Interexchange Carriers' via Feature

Groups B, C, or D through the Type 2B High Use Interconnection. Type 2B Interconnection is technically defined in BELLCORE Reference GR-145-CORE, as amended from time to time.

- SS. Type 2D Interconnection – Interconnection to USWC operator services, arrangements and facilities is technically defined in Technical Reference GR-145-CORE, as amended from time to time, and as provided in this Agreement.
- TT. USWC's System - The communications network of USWC used to furnish telecommunications service.
- UU. V and H Coordinate - Vertical and Horizontal cross points used for the rating of Wireless Calls.
- VV. Wireless Calls - All calls originating or terminating on a CMRS provider's system.
- WW. Wireline - Telecommunications services provided by USWC or other non-CMRS telecommunications carriers.

The Parties acknowledge that terms may appear in this Agreement that are not defined herein and agree that any such terms shall be construed in accordance with their customary usage in the telecommunications industry as of the Effective Date of this Agreement, and shall also be construed as defined in the Act or in regulations implementing the Act.

2. INTERCHANGE OF TRAFFIC; FACILITIES AND ARRANGEMENTS

- A. For the mutual benefit of AWS and USWC, USWC and AWS will physically connect their facilities and will interchange traffic in the Service Area(s) set forth in Attachment I (Service Area). The interchanged traffic shall be handled over Connecting Facilities provided by USWC or third parties pursuant to this Agreement. All AWS facilities necessary to connect to USWC Connecting Facilities shall be compatible and consistent with USWC's System. Absent a separately negotiated agreement to the contrary, the Parties will directly exchange traffic between their respective networks, without the use of third party transit providers. The Parties will engineer and maintain the appropriate type of and sizing for Connecting Facilities according to mutual forecasts and sound engineering practice, as mutually agreed to by the Parties.
 - (1) 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.

- (2) 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.

If a trunk group is under seventy-five percent (75%) of centum call seconds (CCS) capacity on a monthly average basis for each month of any six (6) month period, either Party may issue an order to resize the trunk group, which shall be left with not less than twenty-five percent (25%) excess capacity. In all cases, grade of service objectives shall be maintained. The grade of service for all facilities between the USWC End Office or Tandem and AWS's MSC shall be engineered to achieve P.01 grade of service based on forecasts provided by both Parties.

The Parties shall establish joint forecasting responsibilities for traffic utilization over Trunk Groups. Intercompany forecast information must be provided by the Parties to each other two times a year. The semi-annual forecasts shall include forecasted requirements for each Trunk Group identified in Section 2.C of this Agreement. The Parties recognize that, to the extent historical traffic data can be shared between the Parties, the accuracy of the forecasts will improve. Forecasts shall be for a minimum of three (current and plus-1 and plus-2) years.

In addition, the Parties shall provide each other with a description of major network projects anticipated for the following six months that could affect the other Party. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities that cause a significant increase or decrease in trunking demand for the following forecasting period. This planning will include the issues of network capacity, forecasting and compensation calculation, where appropriate.

- B. USWC shall provide the facilities and arrangements herein described to AWS in order to establish the physical connection and permit the interchange of traffic between the Parties. The Parties shall follow normal provisioning intervals as set forth in USWC's intrastate access tariffs to determine the date on which the facilities and arrangements furnished will be placed into service. Service intervals and due dates for negotiated arrangements will be mutually determined on an individual case basis.

- C. Interconnection shall be available at the trunk-side of an End Office switch via Type 2B Interconnection and Type 1 Interconnection; at the trunk connection points for a USWC Tandem via Type 2A Interconnection; and at STPs via CCSAC. Interconnection with USWC's Operator Services location shall also be available at USWC's TOPS Tandem via Type 2D (2AOSS) Interconnection in association with USWC's call completion services. Such interconnection shall be provided at such other interconnection points where technically feasible, subject to the same reasonable space and equipment limitations as are imposed on interconnection between local exchange carriers and incumbent local exchange carriers. AWS may utilize either inband signaling or out of band signaling where technically feasible for both Parties.
- (1) Previous successful interconnection at a particular point in a network using particular facilities constitutes substantial evidence that interconnection is technically feasible at that or substantially similar points in USWC's networks employing similar facilities.
 - (2) USWC must show substantial evidence to demonstrate that a particular interconnection or access point is not technically feasible. Notwithstanding the foregoing, when USWC maintains that a particular interconnection or access point is not technically feasible due to network reliability and security concerns, USWC must demonstrate by clear and convincing evidence that the particular interconnection or access point is not technically feasible.

Unless otherwise agreed by the Parties, the types of traffic to be exchanged under this Agreement, and which require separate trunk groups, include:

- EAS/local and LCA traffic
- Switched access traffic
- Transit Traffic
- Ancillary Traffic
- IntraLATA Toll Traffic
- Directory Assistance
- 911/E911
- Operator Services

- D. Where AWS and USWC interconnect for the exchange of Wireless Calls, there will be a POI for the interconnection facility. AWS can construct its own Connecting Facilities used to route calls to and from the POI, it can purchase or lease from a third party these Connecting Facilities, or it can purchase the Connecting Facilities from USWC. The following alternatives are negotiable: (a) a DS1 or DS3 NAC facility, where facilities are available (where facilities for DS1 or DS3 NACs are not available, AWS will be required to pay USWC special construction charges for new facilities, such as, but not limited to, DS1 or DS3 NACs; however, USWC is not required to build facilities outside of its normal service areas); (b) Virtual Collocation; (c) Physical Collocation; and (d) Mid-Span Meet facilities. Each Party is responsible for funding and providing its own facilities up to the Mid-Span Meet POI. The Parties will negotiate the facilities arrangement between their networks. Each Party shall be responsible for providing its own or leased interconnection facilities to route calls to and from the POI.
- E. Two-way trunks are offered only where technically feasible. As set forth below, interconnection may be established by means of any, or any combination, of the following options:
- (1) Where requested, and subject to mutually agreed upon terms, a physical network interface may be established between AWS and USWC at each USWC tandem serving the area(s) to which AWS provides services, using Type 2A Interconnection for termination of all Wireless Calls destined for any USWC End Office that subtends a USWC Local or Toll Tandem within the LATA; or

- (2) USWC recognizes AWS's previous cooperative efforts to maximize network efficiencies. These efforts have resulted in an average of 34% of AWS's interconnections with USWC being direct Type 2B high use interconnections with USWC End Offices. AWS will continue to cooperate with USWC to establish direct Type 2B interconnections where the community of interest traffic volumes so require. The Parties agree that AWS's average number of Type 2B interconnections will continue to be approximately 34% or higher.

AWS will cooperate with USWC to deload tandem switches that are experiencing severe overload conditions by establishing Type 2B trunk groups where busy hour trunk requirements to specific USWC End Offices are greater than 24.

USWC shall make such two-way direct End Office to MSC, Type 2B high use interconnection trunks available on the same terms and conditions as made available to other telecommunications carriers (including USWC's Affiliates).

- (3) To the extent technically feasible, the Parties may interconnect their networks using CCSAC in accordance with Technical Reference GR-145-CORE, as amended from time to time. AWS may establish CCS interconnections either directly or through a third party. USWC will make available to AWS access to USWC's CCS network for the purpose of exchanging CCS messages with USWC.

F. Unbundled Network Elements.

- (1) USWC will offer Network Elements to AWS on an unbundled basis on rates, terms and conditions that are just, reasonable, and nondiscriminatory in accordance with the terms and conditions of this Agreement and the requirements of Section 251 and Section 252 of the Act.
- (2) Even if it is technically feasible for USWC to provide AWS with a requested unbundled Network Element, and notwithstanding any contrary terms of this Agreement, USWC shall be required to provide the requested unbundled Network Elements only if:
 - (a) AWS can demonstrate that its ability to compete would be significantly impaired or thwarted without access to proprietary Network Elements; and
 - (b) The failure of USWC to provide access will not decrease the quality or increase the costs of the service sought to be offered by AWS.

USWC is not required to provide unbundled access to a proprietary Network Element if AWS could offer the same service through the use of USWC's non-proprietary Network Elements.

- (3) Subject to this Section of the Agreement, USWC will permit AWS to interconnect AWS's facilities or facilities provided by third parties with each of USWC's unbundled Network Elements.
 - (a) For purposes of this section, unbundled Network Elements include: local loop; network interface devices; local tandem switches and other switching capability; interoffice transmission facilities; signaling networks; call-related databases; operational support systems functions; and operator services and directory assistance facilities.
 - (b) USWC shall provide nondiscriminatory access to, and where appropriate, development of additional unbundled Network Elements, pursuant to the Bona Fide Request Process detailed in this Agreement.
- (4) AWS, at its option, may designate any technically feasible network interface at a location designated by AWS, including without limitation, any interface described in the applicable technical references.
- (5) AWS may use one or more Network Elements to provide any feature, function, or service option that such Network Element is capable of providing or any feature, function, or service option that is described in the technical references identified herein, or as may otherwise be determined by AWS.
- (6) USWC shall offer each Network Element individually. Pursuant to the Act, AWS is permitted to combine Network Elements in order to provide telecommunications services. However, USWC is not required to combine Network Elements for AWS.
- (7) USWC shall provide to AWS each Network Element that USWC provides to itself, its Affiliates or to any other provider of telecommunications services on rates, terms and conditions no less favorable to AWS than those provided to itself, its Affiliates or to any other provider of telecommunication services.
- (8) All available Network Elements shall be provisioned in accordance with the procedures described in Section 3 (Provisioning).

G. Bona Fide Request Process.

- (1) Any request for interconnection or access to an unbundled Network Element that is not already available as described herein shall be treated as a Bona Fide Request (BFR). USWC shall use the BFR Process for the requested interconnection or Network Elements to provide the terms and timetable for providing the requested items.
- (2) A BFR shall be submitted in writing and shall, at a minimum, include: (a) a technical description of each requested Network Element or interconnection; (b) the desired interface specification; (c) each requested type of interconnection or access; (d) a statement that the interconnection or Network Element will be used to provide a telecommunications service; (e) the quantity requested; and (f) the specific location requested.
- (3) Within 15 business days of its receipt, USWC shall acknowledge receipt of the BFR and in such acknowledgment advise AWS of any missing information that is necessary to process the BFR. Thereafter, USWC shall promptly advise AWS of the need for any additional information that will facilitate the analysis of the BFR.
- (4) Within 30 calendar days of its receipt of the BFR and all information necessary to process it, USWC shall provide to AWS a preliminary analysis of the BFR. The preliminary analysis shall specify: (a) USWC's conclusions as to whether or not the requested interconnection or access to an unbundled Network Element can be provided; and (b) any objections to qualification of the requested Network Element or interconnection under the Act.
 - (a) If USWC determines during the thirty (30) day period that a BFR can not be provided or that the BFR otherwise does not qualify as a Network Element or interconnection that is required to be provided under the Act, USWC shall advise AWS as soon as reasonably possible of that fact, and USWC shall promptly, but in no case later than ten (10) days after making such a determination, provide a written report setting forth the basis for its conclusion.
 - (b) If USWC determines during the thirty (30) day period that the BFR can be provided and otherwise qualifies under the Act, it shall notify AWS in writing within ten (10) days of such determination.
 - (c) As soon as feasible, but in any case within 90 days after USWC notifies AWS that it will provide the requested Network Element, USWC shall provide to AWS a BFR quote which will include, at a minimum, a description of each interconnection and Network

Element, the quantity to be provided, any interface specifications, and the applicable rates (recurring and nonrecurring) including the separately stated amortized development costs of the interconnection or the Network Elements and any minimum volume and term commitments required to achieve amortization of development costs. The Parties will agree upon the terms and methods of determining both development costs and whether amortization is possible, on a case-by-case basis.

- (5) If either Party believes that the other Party is not requesting, negotiating or processing any BFR in good faith, or disputes a determination, or quoted price or cost, it may seek arbitration or mediation under Section 252 of the Act. AWS is not required to use this section as the exclusive method of seeking access to Interconnection or Network Elements.

H. Ancillary Services. USWC will offer any ancillary interconnection services that are offered to other telecommunications carriers to AWS on rates, terms and conditions that are just, reasonable, and non-discriminatory, in accordance with the terms of this Agreement. For purposes of this Agreement, the ancillary services contemplated by this Section shall include, but not be limited to, emergency services (Enhanced 911, as well as 911), directory assistance, call completion, operator services, directory listings, selective class of call screening and billed number screening. All such ancillary services shall be provisioned in accordance with the procedures described in Section 3 (Provisioning).

3. PROVISIONING

A. General Provisioning Requirements.

- (1) USWC shall provide provisioning services to AWS Monday through Friday from 7:00 a.m. to 6:00 p.m., Mountain Time. AWS may request USWC to provide Saturday, Sunday, holiday, and/or off-hour provisioning services. If AWS requests that USWC perform provisioning services at times or on days other than as required in the first sentence, USWC shall quote, within one (1) day of the request, a cost-based rate for such services. If AWS accepts USWC's quote, USWC shall perform such provisioning services.
- (2) USWC shall provide a single point of contact (the "Provisioning SPOC") for all ordering and provisioning contacts and order flow involved in the purchase and provisioning of USWC's services. The SPOC shall provide an electronic interface twenty-four (24) hours a day, seven (7) days a week, with scheduled downtime, for all ordering and provisioning order flows. The SPOC shall also provide to AWS a toll-free nationwide telephone number (operational from 7:00 a.m. to 6 p.m., Monday through

Friday, Mountain Time), which will be answered by capable staff trained to answer questions and resolve problems in connection with the provisioning of Connecting Facilities or Network Elements.

B. Specific Access/Interconnection Provisioning Process Requirements.

- (1) When ordering access interconnection service, AWS shall specify on the service order: (a) the type and number of Interconnection facilities to terminate at the point of Interconnection in the Serving Wire Center; (b) the dedicated trunk transport; (c) the peak busy hour CCS from the Carrier end office; (d) the number of trunks to be provisioned at a local exchange office or tandem; (e) and any optional features . When AWS requests facilities, routing, or optional features different than those determined to be available, the Parties will work cooperatively in determining an acceptable configuration, based on available facilities, equipment and routing plans.
- (2) When AWS initially orders a DS3 Interconnection facility, in conjunction with a tandem or local exchange office, the provider will forward the appropriate DS1 facility record information necessary to identify the circuit facility assignment (CFA). On subsequent orders utilizing existing DS3 Interconnection facilities, or DS3 dedicated trunk transport facilities, the provider will assign the DS1 facility to the DS3 Interconnection facility or DS3 dedicated trunk transport facility, as directed by the ordering Party.
- (3) A joint planning meeting will precede Carrier and USWC trunking orders. These meetings will result in the transmittal of wireless service requests to initiate order activity.
- (4) A POI form, consistent with the sample form attached as Appendix B, will be completed for each POI covered under this Agreement. Although not attached to this Agreement, all POI Forms shall be considered a part of this Agreement and are hereby incorporated by reference.
- (5) USWC will provide AWS with electronic confirmation for each electronic order (an "Order Confirmation") within twenty-four (24) hours of USWC's receipt of that order or within a different time interval as agreed to by the Parties.
- (6) Special Construction costs incurred by USWC may require advance payment and termination liability arrangements by AWS. Upon receiving a request for service from AWS, USWC will provide to AWS a good faith estimate of the costs of each component of such Special Construction. Final charges and liabilities will be settled prior to installation of the services requested.

- (7) USWC will perform pre-testing as per industry standards in cooperation with AWS.
- (8) As soon as identified, USWC shall provide notification electronically (unless otherwise notified by AWS) of gateway detected rejections or errors contained in any of the data element(s) fields contained on any AWS order.
- (9) As soon as identified, USWC shall provide verbal notification (unless otherwise notified by AWS) of any instances when USWC's Due Dates are in jeopardy of not being met by USWC for any complex service (i.e. interconnection services and services other than POTS services) element or feature contained in any order for Connecting Facilities and Network Elements. USWC shall concurrently indicate its new committed Due Date.
- (10) Within twenty-four (24) hours after AWS's request, USWC will perform cooperative testing with AWS (subsequent to AWS's isolation of trouble to USWC networks or interconnection facilities) to test Connecting Facilities and Network Elements purchased by AWS to identify any performance problems.
- (11) Ordering Interfaces. The Electronic Interface for EXACT/TUF shall be of the same quality and timeliness as is currently provided by USWC to itself, its Affiliates or any other telecommunications carrier.
- (12) Performance Requirements. Due Dates for the installation or conversion of Connecting Facilities and Network Elements covered by this Agreement shall be based on USWC's standard intervals or mutual agreement of the Parties in accordance with the availability of local interconnection facilities and equipment.

C. Local Provisioning.

- (1) Local Interconnection. USWC shall provide to AWS an EI (Electronic Interface) for ordering interconnection services between the Parties. The EI for interconnection services will utilize the ASR (Access Service Request) process modified to accommodate all necessary WSR (Wireless Service Request) data requirements. USWC will determine within 60 days of this agreement the specific requirements for modifying the ASR process to accommodate the WSR. At the end of the 60 day period USWC and AWS will determine a mutually agreeable implementation schedule. Availability, however, will be no later than the end of the first quarter of 1998.

- (2) Unbundled Network Elements. USWC shall provide to AWS an electronic interface for a Local Service Request (LSR). The Local Service Request process will support the ordering of unbundled Network Elements for transport services including but not limited to unbundled DS1 and HDSL loops, and interoffice transport supporting DS1, DS3, and OC-n bandwidths. The LSR process will be utilized for other unbundled Network Elements as agreed to by the Parties.

Initial implementation of the LSR EI will utilize USWC's existing web based interface. USWC's Graphic User Interface for Local Service Request that supports transport service will be available to AWS at the same time it is made available to other telecommunications carriers. USWC will advise AWS concerning the availability of the Web interface and at that time a mutually agreeable implementation schedule will be developed. Prior to the implementation date training will be provided to AWS by USWC on the use of the Web based LSR interface.

AWS may choose to utilize USWC's EDI (Electronic Data Interchange) interface when that interface is made generally available to other carriers. Should AWS decide to transition from the web based interface to the EDI interface USWC and AWS will develop a mutually agreeable implementation schedule.

4. ACCEPTANCE AND TESTING

- A. At the time of trunk group installation, and at no additional charge, the Parties will cooperatively test in accordance with USWC's applicable switched access tariff specifications. In addition to the trunk group acceptance testing, other tests are available (e.g., additional cooperative acceptance testing, automatic scheduled testing, cooperative scheduled testing, manual scheduled testing, and non-scheduled testing) at the applicable tariff rates.
- B. USWC and AWS shall each do such testing and inspections as may be necessary to ensure that the interconnections provided for herein are and remain in good operating condition and to conform to the maintenance and operations procedures specified in Section 5 (Trouble Reporting and Maintenance) and Section 6 (Performance Standards). All testing, inspection and actions in response to trouble or malfunction reports shall be conducted in accordance with the terms of Section 5 (Trouble Reporting and Maintenance) and Section 6 (Performance Standards). Each Party shall conduct the necessary inspection and testing on its own premises and shall be responsible for the maintenance and testing of its own facilities.

5. TROUBLE REPORTING AND MAINTENANCE

A. Trouble Reporting.

- (1) In order to facilitate trouble reporting and to coordinate the repair of Connecting Facilities, Network Elements, trunks and other interconnection arrangements provided by the Parties under this Agreement, USWC has established a single point of contact (a "Maintenance SPOC") available at 1-800-784-3414. The Maintenance SPOC is staffed twenty-four hours per day, seven days per week. AWS shall call such telephone number to report trouble with Connecting Facilities, Network Elements, trunks and other interconnection arrangements, to inquire as to the status of trouble ticket numbers in process and to escalate trouble resolution with USWC. AWS may also report troubles by using USWC's automated trouble reporting systems, when such systems become available.
- (2) USWC shall refer all trunk trouble reports and other problems to the following AWS maintenance number: 1-800-832-6662. This contact number is staffed twenty-four hours per day, seven days per week.
- (3) Before either Party reports a trouble condition, it must first use reasonable efforts to isolate the trouble to the other Party's facilities, service and arrangements. Each Party will advise the other of any critical nature of the inoperative facilities, service and arrangements and any need for expedited clearance of the trouble. In cases where a Party has indicated the essential or critical need for restoration of the facilities, services or arrangements, the other Party shall use its best efforts to expedite the clearance of trouble.
- (4) USWC and AWS will meet to determine jointly the nature of information that must be provided to the other Party when reporting trouble with facilities, service or arrangements pursuant to this Agreement.
- (5) The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not: (a) 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; (b) cause damage to their plant; (c) violate any applicable law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities; or (d) 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".

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

B. Intercept Arrangements.

- (1) AWS and USWC shall provide a voice intercept announcement or distinctive signals to the calling Party when a call is directed to a number that is not assigned by either carrier.
- (2) When AWS or USWC is not able to complete calls because of a malfunction, such carrier shall provide proper signaling to the calling Party advising that the call cannot be completed.
- (3) AWS and USWC shall provide supervisory tones or voice announcements to the calling Party on all calls, consistent with standard industry practices.

C. Maintenance Procedures.

- (1) USWC shall provide repair, maintenance, testing, and surveillance for all services in accordance with the terms and conditions of this Section 5 and any other agreement on these issues to which the Parties shall enter into.
- (2) USWC shall cooperate with AWS to establish a real-time, Electronic Interface for gateway or automated access by AWS to USWC’s maintenance systems and databases, in order to allow AWS maintenance personnel and customer service representatives to perform the following functions for AWS customers: the ability to enter a new trouble ticket into the USWC maintenance system for an AWS customer; the ability to receive “estimated time to repair” on a real-time basis; the ability to status trouble tickets; and the ability to confirm dispatch and ticket closure. The Parties shall agree upon a ticket closure procedure. The USWC repair bureau covering the Electronic Interface to be established in this section 5.C(2) shall be on-line and operational twenty-four (24) hours per day, seven (7) days per week (with scheduled downtime).
- (3) The Parties shall provide each other with the same scheduled and non-scheduled maintenance, including, without limitation, required and

recommended maintenance intervals and procedures, for all Connecting Facilities and Network Elements provided to the other under this Agreement that it currently provides for the maintenance of its own network. Each Party shall provide the other Party at least sixty (60) days' advance notice of any scheduled maintenance activity which may impact the other Party's customers. Scheduled maintenance shall include, without limitation, such activities as switch software retrofits, power tests, major equipment replacements and cable rolls. The Parties will mutually agree on the information to be included in plans for scheduled maintenance.

- (4) The Parties shall advise each other of all non-scheduled maintenance, testing, monitoring, and surveillance activity to be performed by either of them on any Connecting Facility or Network Element, including, without limitation, any hardware, equipment, software, or system providing service functionality which may potentially impact the other Party's customers. Each Party shall provide the maximum advance notice of such non-scheduled maintenance and testing activity possible, under the circumstances; provided, however, that each Party shall provide emergency maintenance as promptly as possible to maintain or restore service and shall advise the other Party promptly of any such actions it takes.
- (5) USWC and AWS shall establish mutually acceptable methods and procedures for the instructions to the end user to reach the proper provider, if known, of any and all misdirected calls from customers requesting repair.

D. Maintenance Charges.

- (1) When either Party (the "reporting party") reports a trouble to the other Party (the "notified party") for clearance and no trouble is found in the notified party's facilities, the reporting party shall be responsible for payment of a maintenance of service charge, as specified in the Intrastate Switched Access Tariff or state-specific pricing catalog as appropriate, for the period of time from when the notified party's personnel are dispatched to the reporting party's premises to when the work is completed. Failure of the notified party's personnel to find trouble in the notified party's service will not result in a charge if the trouble is actually in that service, but not discovered at that time.
- (2) The reporting party shall be responsible for payment of a maintenance of service charge when the notified party dispatches personnel to the reporting party's premises, and the trouble is identified within a reasonable time period as being in equipment or communications systems provided by other than the notified party.

- (3) No out-of-service credit will apply for the interruption involved if the service maintenance charge applies as a result of the trouble not being in the notified party's equipment, but is, in fact, a result of a failure in the equipment or service of the reporting party.

6. PERFORMANCE STANDARDS

The Parties agree that they will separately resolve performance standards issues.

7. NPA/NXX CODES AND NUMBERS

- A. Assignment of NPA/NXX Number Blocks: In each USWC Service Area in which AWS seeks to interconnect with USWC, AWS shall be assigned NPA/NXX Number Blocks dedicated to AWS's use in accordance with industry central office code guidelines.
- B. Charges: There shall be no charge by either carrier associated with the assignment or opening of NPA/NXX Number Blocks.
- C. Changes in NPA/NXX Code Arrangements: USWC shall apply the same NPA/NXX Code relinquishment and conservation guidelines to AWS that it applies to itself, its Affiliates, independent telephone companies and other providers of telecommunications services.
- D. The Parties shall endeavor to cooperate with one another to accomplish any necessary number conservation by reasonable means. If agreement cannot be reached regarding the need to change, withdraw or share NPA/NXX(s) or NPA/NXX Number Blocks dedicated to AWS, AWS may seek relief from the appropriate regulatory agency(ies) prior to USWC's effecting any change in AWS's NPA/NXX Number Block arrangements.
- E. Number reservation and number activation for Type 1 interconnection shall be charged the applicable nonrecurring rate in Appendix A.

8. COLLOCATION

- A. USWC will provide to AWS physical and/or virtual Collocation, on terms and conditions that are consistent with the Act and that are no less favorable than the rates, terms and conditions available to USWC's Affiliates or any other provider of telecommunication services.
 - (1) USWC shall make Collocation space available on a first-come, first-serve basis, without discriminatory reservation.
 - (2) In accordance with the FCC's First Order, ¶¶ 573 and 574, USWC's Collocation premises shall include USWC's central offices, Serving Wire Centers and tandem offices, as well as all buildings or similar structures

owned or leased by USWC that house its facilities, and any structures that house USWC network facilities on public rights-of-way, such as vaults containing loop concentrators or similar structures. Collocation shall be required only where technically feasible.

- (3) USWC may retain a limited amount of floor space for defined future uses, subject to the limitation that it may not reserve space for future use on terms more favorable than those it applies to other telecommunications carriers seeking to hold Collocation space for their own future use. If USWC possesses limited space availability, it must take into account AWS's demands for Collocation space when planning renovations and leasing or constructing new premises.
- (4) If USWC denies a request for Collocation by AWS on the basis of space exhaustion, USWC must provide the Commission and AWS with detailed floor plans or diagrams of the subject premises, and the Commission will decide whether legitimate space constraints exist.
- (5) USWC shall allow AWS to collocate remote switching units ("RSUs") and digital loop carrier systems ("DLCs") at USWC's Collocation premises. AWS should not collocate fully equipped switching equipment (host class 5 switches) nor use collocated RSUs to avoid payment of access charges.

B. If AWS desires to obtain any facilities described in the above paragraph from USWC, the Parties shall enter into a mutually agreeable separate agreement for the provision thereof, consistent with the terms of this Agreement and the Act.

9. ACCESS TO POLES, DUCTS, CONDUITS, AND RIGHTS-OF-WAY

- A. USWC will provide to AWS any facilities in, on, under or above the public and/or private right of way, including, without limitation, access to poles, ducts, conduits in, on, above or under public and private rights of way and property to the rights of way themselves, on terms and conditions that are consistent with the Act and that are no less favorable than the rates, terms and conditions available to its Affiliates or any other provider of telecommunication services.
- B. The duty to provide nondiscriminatory access to poles, ducts, conduits, and rights of way shall be reciprocal between the Parties, provided that USWC shall be granted access to AWS's poles, ducts, conduits and rights of way only for the provision of Wireless services.
- C. The Parties shall allocate access to poles, ducts, conduits and rights of way on a first-come, first-served basis, without discriminatory reservation.
- D. Upon AWS's request, USWC shall exercise its powers of eminent domain to expand its existing rights-of-way for the benefit of AWS when USWC possesses

such power over private property. When necessary to accommodate AWS's request for access, USWC must assist AWS in gaining legal and physical access to USWC's rights of way, including assistance with obtaining licenses. When AWS requests USWC to exercise its eminent domain powers, AWS shall pay USWC's reasonable costs and attorney fees of exercising those powers on AWS's behalf.

- E. If USWC maintains that a particular request for access to a pole, duct, conduit, or right-of-way is not technically feasible due to network reliability and security concerns, USWC must establish such technical infeasibility by clear and convincing evidence.
- F. USWC shall take all reasonable steps to expand capacity if the needs of AWS require such expansion. USWC shall take all reasonable steps to accommodate AWS's requests for access where difficulties are involved in honoring the request, and USWC must explore potential accommodations in good faith with AWS before denying access based on a lack of capacity.

10. MID-SPAN MEETS

A Mid-Span Meet Point is a negotiated point of connection, limited to the interconnection of facilities between one USWC Tandem or End Office switch and an AWS MSC or Point of Interconnection. Mid-Span Meet Points shall be accomplished by the Parties through the negotiation of a separate agreement. The Parties agree to negotiate such agreement in good faith. 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-out to the Mid-Span Meet Point. If the Mid-Span Meet arrangement is to be used for access to unbundled network elements, AWS must pay the portion of the costs of the Mid-Span Meet arrangement used by AWS for access to unbundled Network Elements.

11. RECIPROCAL COMPENSATION AND CHARGES FOR NETWORK INTERCONNECTION

A. Connecting Facilities.

- (1) USWC shall bear the recurring and non-recurring costs of one-way trunks bearing traffic originating in USWC's End Offices and terminating in AWS's MSCs, and AWS shall bear the recurring and non-recurring costs of one-way trunks bearing traffic originating in AWS's MSCs and terminating in USWC's End Offices.
- (2) The recurring costs and non-recurring costs of two-way trunks connecting the switching facilities of USWC and AWS shall be borne by the Parties in proportion to their respective shares of the total end user traffic originations. USWC is not responsible for traffic originating on or the

proportionate share of facilities' costs originating on another telecommunication carrier's network. The Parties' proportionate shares of the total of the terminating traffic exchanged between them shall be determined semi-annually, and the proportion so determined shall be used to divide the costs of two-way trunks for the succeeding six months period.

- (3) The Parties will share the recurring costs and non-recurring costs of the following facilities at the rates set forth in Appendix A:
 - (a) Channel (Network Access Channel - NAC). NAC is an analog or digital connection from AWS's MSC or Point of Interconnection to the Serving Wire Center.
 - (b) Channel Facility, DS1 and DS3 levels.
 - (c) Dedicated Transport. When used in conjunction with USWC's NAC service element, and the Serving Wire Center is not the Local, Toll, or Access Tandem or dial tone office, dedicated transport extends the channels/channel facility to the Tandem or End Office. Dedicated transport can also be an interconnection facility between the AWS MSC or POI and USWC's Tandem or End Office provided by AWS through a third party carrier. The interoffice facilities can be 2 or 4 wire analog or DS1 or DS3 digital systems.
 - (d) 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. One-time charges for multiplexing are incurred only when the multiplexing element is installed subsequent to the installation of the NAC.

B. Charges for the Interchange of Traffic. For purposes of this section, the determination of the location of the origination and termination points of a call shall be made by referencing the V and H Coordinates of the originating/terminating USWC NPA/NXX (End Office) and the V and H Coordinates of AWS's originating or terminating Cell Site.

- (1) The rates for the interchange of local traffic between the Parties (i.e., for traffic that originates and terminates within the same MTA to a USWC landline end user or an AWS wireless end user) are set forth in Appendix A.

For land to mobile local traffic, USWC shall pay AWS at the end office switching rate.

- (2) For the interchange of non-local traffic (i.e., for traffic that originates in one MTA and terminates in another MTA), applicable interstate service access tariff rates, terms and conditions apply.
- (a) For mobile to land non-local traffic, AWS shall pay USWC's tariffed interstate access charges.
- (b) For billing purposes, if AWS is unable to classify on an automated basis traffic delivered by AWS as local or non-local, AWS will provide USWC with a Percent Local Use (PLU) factor, which represents the estimated portion of total traffic delivered by AWS to USWC that originates and terminates within the same MTA, and a Percent InterMTA (PIU) factor, which represents the estimated portion of InterMTA traffic. The PLU factor will be applied to the measured mobile-to-land AWS minutes of use terminated on USWC's network to determine the local minutes of use for which Call Termination and Call Transport rates apply. The PIU factor is applied to the remaining local minutes of use to determine the portion of non-local minutes to be billed at interstate access rates as opposed to intrastate access rates. The PLU and PIU factors will be updated on a semi-annual basis and take effect on January 1 and July 1 of each year of this Agreement unless otherwise agreed to by both Parties. AWS will provide the PLU and PIU factors to USWC thirty (30) days prior to their effective date.
- (i) AWS's initial PLU is 99.75%, and the revised PLU shall be reflected in Appendix II, as shall be modified by AWS as required by this Agreement.
- (ii) AWS's initial PIU is .25%, and the revised PIU shall be reflected in Appendix II, as shall be modified by AWS as required by this Agreement.
- (3) USWC may assess reasonable interstate access charges on AWS for intra-MTA roaming traffic. AWS shall identify the amount of interstate, interexchange roaming traffic that transits USWC's network.

C. Bill and Keep. Notwithstanding the provisions of Section 11.B above, if the volume of local terminating traffic, in terms of minutes of use, sent by AWS to USWC in any monthly billing period equals the exchange of local traffic between the Parties is within +/- 5% of balance for a particular state (as measured monthly), the Parties agree that their respective Call Termination charges will offset one another, and no compensation will be paid. For the purposes of this Section, Total Terminating Traffic means the sum of (a) the volume of terminating traffic sent by USWC landline end user to AWS (i.e. land to mobile)

plus (b) the volume of terminating traffic sent by AWS to USWC (i.e. mobile to land).

- D. Transit Traffic. AWS shall compensate USWC for traffic that transits USWC's systems to any third party telecommunications carrier at the rates described in Appendix A. Upon AWS's request, USWC may make recording and billing services available to AWS to facilitate AWS's payment of termination charges owed by AWS to third-party carriers for transit traffic. If USWC develops the capability to provide recording and billing services for land-to-mobile services, USWC will make such recording and billing services available to AWS to facilitate AWS's collection of termination charges owed to AWS by third-party carriers for transit traffic. AWS shall compensate USWC for any such recording and billing services at rates to be agreed upon between the Parties.
- E. Unbundled Network Elements. AWS shall pay for those unbundled Network Elements it obtains from USWC in accordance with the rates determined by the Commission.
- F. Ancillary Services. The charges for the following other services provided by USWC to AWS are set forth below. Any other ancillary services will be provided at the standard rates for those services or as agreed to between the Parties in a separate agreement. Unless otherwise stated in this Agreement, ancillary traffic will be exchanged in accordance with whether the traffic is Local, intraLATA Toll, or Switched Access.
- (1) 911 and Enhanced 911. USWC shall make its network available to AWS for the termination of 911 and E911 calls. Where applicable, cost recovery mechanisms will be worked out between AWS and the responsible public safety organization. Enhanced 911 Services, once required of AWS, will, where applicable, be provided pursuant to existing tariff or be negotiated at that time and the terms and conditions for such services shall be described in a separate agreement to be mutually agreed upon between AWS, USWC, and the appropriate public safety organization.
 - (2) Intrastate Directory Assistance. Intrastate directory assistance shall be provided to AWS at the same rate as for other telecommunications carriers.
 - (3) Call Completion Service. At AWS's request, in connection with the provision of unbranded directory assistance service, USWC will provide caller optional directory assistance call completion service which is comparable to the directory assistance call completion service USWC makes available to its own end users. If AWS elects to receive such call completion service, the terms and conditions for call completion service

shall be as described in a separate agreement to be mutually agreed upon between the Parties.

- (4) Billed Number Screening. Billed Number Screening shall be available to prevent billing of inward calls to AWS on a received-collect or third-number basis.
- (5) Operator-Assisted Calls. USWC shall make its network available to AWS for operator-assisted calls, including “0+” and “0-” calls. If AWS has a Type 2D interconnection, USWC shall collect whatever information is required to complete and provide billing data for such operator-assisted calls.

G. Miscellaneous Charges

The following charges/procedures found in Section 2, 5, or 12 of the State Intrastate Access Tariff are applicable to AWS.

Due Date Change

Design Change Charge

Additional Engineering

Overtime Installation

Additional Labor Standby

Additional Labor Testing and Maintenance

Maintenance of Service

Additional Cooperative Testing

Automatic Scheduled Testing

Cooperative Scheduled Testing

Manual Scheduled Testing

Nonscheduled Testing

Nonscheduled Cooperative Testing

Nonscheduled Manual Testing

Credit Allowance for Service Interruption (Switch Access)

Deposits, Advance Payments

Cancellation of Service Order, Cancellation after 30 days

Expedited Order Charge

Late Payment Charge

12. RECORDING, RATING AND BILLING OF INTERCHANGED TRAFFIC

- A. Measurement. Measurement of minutes of use over Connecting Facilities under this Agreement shall be in actual Conversation Time. The total Conversation Time seconds over each individual facility will be totaled for the monthly billing cycle and then rounded up to the next whole minute.
- B. Billing and Call Recording. Except as set forth in this Section 11B, USWC and AWS shall each perform the necessary Call Recording and rating for its respective portions of an interchanged call. Each Party shall also be responsible for billing and collecting from its respective customers the charges its customers incur through its use of the other Party's system. Each Party shall use such other measurement procedures as that Party considers reasonable for purposes of providing invoices to the other Party pursuant to this Agreement.

AWS may choose to bill USWC directly for calls that terminate on AWS's network over USWC facilities rather than utilizing USWC's reciprocal compensation credit method. AWS will make available upon request documentation delineating the Billing System – Process Flow no later than the Effective Date of this Agreement. The Process Flow will include information describing the AWS billing system and will include the call record layout format that will be consistent with the call detail information available from AWS upon request.

AWS will provide to USWC a monthly bill that will summarize the number of completed calls and minutes generated by USWC exchanges (as identified in the LERG and by USWC OCN) based upon the state and point of interconnection between AWS and USWC. Minutes of use will be aggregated monthly based on Conversation Time and will not be rounded to the next full minute. AWS will provide to USWC its first bill based on this system for the first full month after the Effective Date of this Agreement.

For purposes of billing the proportionate share of the Connecting Facilities, AWS may request that USWC apply the agreed-to factor, as discussed in Section 11.A(2), to the total of the Connecting Facilities, thus crediting the amount due from AWS to USWC. If a proportionate share of a third party facility is applicable to USWC, AWS shall at that time manually bill those charges to USWC.

- C. Invoices for Charges. Not later than fifteen (15) days following the end of each monthly billing cycle, the Parties shall deliver to each other an invoice reflecting

the charges due from the other Party for facilities and usage attributable to the month covered by such billing cycle. Facilities charges will be billed in advance for the following period. Usage charges will be billed in arrears for the preceding period. All invoices shall be due and payable within thirty (30) days following the invoice date.

- D. Late Charges. If any portion of a payment due from a Party is received by the other Party after the required payment date, the portion of the payment unpaid shall be subject to a late payment factor of the Intrastate Access Service Tariffs, General Regulations for the state in which the Service is rendered.

If Parties are repeatedly delinquent in making its payments, Parties may, in their 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 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 Parties in their sole discretion, or some other form of mutually acceptable security.

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 account of the Party that made the deposit or refunded, as appropriate, upon the earlier of the termination of this Agreement or one full year of timely payments in full. The fact that a deposit has been made does not relieve Parties from any requirements of this Agreement.

- E. Invoice Disputes.

- (1) Either Party may request the other Party to verify the accuracy of amounts shown on invoices provided pursuant to this Agreement. The Party receiving the request shall provide information reasonably sufficient to verify its invoices within thirty (30) days after the request date.

Should either Party dispute any portion of the monthly billing under this Agreement, including the reciprocal compensation credit, 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. The Party disputing the bill shall pay all amounts due. 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. Should the dispute be found in the disputing Party's favor, the other Party will reimburse the first Party the resolved amount plus interest from the date of payment at the late payment factor of the Intrastate Access Service Tariffs, General Regulations for the state in which the service is rendered.

- (2) If the requesting Party still questions an amount shown on an invoice, then such Party may (i) give written notice of commencement of the dispute resolution process in accordance with the terms of Section 28 below, or (ii) request an audit of billing information on no fewer than thirty (30) days written notice, provided, however, that a Party so requesting an audit may still, at any time commence the dispute resolution process under the terms of Section 28.

F. Audits.

To facilitate the proper billing of traffic and services, AWS and USWC agree to exchange such reports and/or data as required to fulfill the obligations of each Party under this Agreement. The Parties will agree upon reasonable audit standards and other procedures as required to ensure billing accuracy.

Information to be made available for such audit includes, but is not limited to: billing system process flows, call detail for the preceding twelve (12) months (AWS will provide the most current six (6) months on line and the previous six (6) months on tape) and the current contract between the Parties.

Either Party may request an audit, in writing, on no fewer than thirty (30) days notice and any audit shall be accomplished during normal business hours at the office of the Party being audited. Both Parties will make every effort to accommodate the preferred audit date or will mutually agree upon an alternate date. The Party requesting the Audit may request that an Audit be conducted by a mutually agreed-to independent auditor. Under this circumstance, the costs of the independent auditor shall be paid for by the Party requesting the Audit.

Not more than one (1) audit may be conducted by either Party in any twelve (12) month calendar year unless additional audits are mutually agreed to by both Parties. Each Party shall bear its own expenses in connection with the conduct of the audit. Special data extractions required by AWS or USWC to conduct its audit will be paid for by the requesting Party.

All information received or reviewed by the requesting Party or the independent auditor in connection with the Audit is to be considered Proprietary Information as defined by the Agreement. The use of such information shall be limited to the conduct of the audit preparation of a report for appropriate distribution to employees or agents with a need to have the results of the audit and to make adjustments, as necessary, to correct errors or omissions disclosed by the audit. Such adjustments will be made in a timely manner by the Party in whose system the error or omission was discovered. The non-requesting Party reserves the right to require any non-employee who is involved directly or indirectly in any Audit or the resolution of its findings as described above to execute a nondisclosure agreement satisfactory to the non-requesting Party. To the extent an Audit involves access to information of other competitors, AWS and USWC will

aggregate such competitors' data before release to the other Party, to insure the protection of the proprietary nature of information of other competitors. To the extent a competitor is an affiliate of the Party being audited (including itself and its subsidiaries), the Parties shall be allowed to examine such affiliates' desegregated data, as required by reasonable needs of the audit.

G. Records.

- (1) Each Party shall keep adequate records of its operations and transactions under this Agreement and, subject to the confidentiality provisions contained in Section 20 of this Agreement, shall furnish to the other Party such information as may be reasonably required for the administration of this Agreement; provided, however, that AWS shall have no obligation to produce any traffic data other than (a) the number of calls, (b) minutes of use, (c) terminating NPA/NXX, (d) POI, and (e) call detail information.
- (2) AWS and USWC will, upon reasonable request, furnish copies or otherwise make available to the other Party its licenses and other applicable regulatory authorizations.

H. Lost or Destroyed Usage Data: In the event that either Party's data is lost, damaged or destroyed and cannot be recovered, and this results in its inability to determine actual usage, the Parties shall agree upon an estimate of the amount of revenue lost based on the Parties' average monthly usage in the preceding three (3) months and shall use the agreed data for settlement of compensation among themselves.

13. PAYMENT AND COLLECTION OF TAXES

Any federal, state or local excise, sales, use taxes, or tax surcharge or other tax-like charge (excluding any taxes levied on net or gross income) resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under applicable law, even if the obligation to collect and remit such taxes is placed upon the other Party. Notwithstanding the preceding sentence, where gross receipts taxes are imposed on the Party providing a service under this Agreement and such gross receipts taxes are, under applicable law and industry practice, customarily passed through to the Party purchasing such service by the provider, the Party purchasing the service shall be responsible for and pay such taxes billed. Whenever possible, any such taxes or surcharges representing the pass-through of taxes imposed on the Party providing a service, shall be shown as separate items on applicable billing documents between the Parties. The Party so obligated to pay any such taxes may contest the same in good faith, at its own expense, in an action for refund or other recovery of taxes paid and shall be entitled to the benefit of any refund or recovery of the other Party by reason of the contest. The Party obligated to collect and remit shall cooperate in any such contest by the other Party. If one Party provides notice and appropriate documentation of

exemption or resale qualifying for partial or full exemption, the other Party shall not collect such taxes from the first Party.

14. MOST FAVORED NATIONS CLAUSE; CONTRACTUAL CHANGES, MODIFICATIONS AND AMENDMENTS

- A. The Parties agree that the provisions of Section 252(i) of the Act shall apply, including state and federal interpretive regulations in effect from time to time.
- B. If either Party desires to make any changes in the arrangements provided for in this Agreement or any change in its operations that would affect the other Party's operations or services once the facilities, arrangements, apparatus, equipment or other items furnished by the Parties are installed, that Party shall give the other Party prior notice of its desire to renegotiate this Agreement in accordance with this Agreement. Implementation of all such changes in the facilities and/or arrangements provided under this Agreement shall be coordinated with the other Party.
- C. All changes, amendments or modifications by the Parties to this Agreement or any Attachments shall be in writing and shall be signed by both Parties to be effective.

15. TERM AND TERMINATION

- A. Term of the Agreement. This Agreement shall be in effect for two (2) years from the Effective Date hereof, and shall be automatically renewed for successive six-month terms unless either Party notifies the other in writing of its intention to terminate this Agreement at least sixty (60) days prior to the end of the initial term or any successive terms or this Agreement is otherwise terminated in accordance with the terms hereof. If the Parties cannot agree on substitute terms and conditions within the sixty (60) day period, either Party may initiate arbitration in accordance with Section 28 of this Agreement. In the event that such notice to terminate is given, the terms of this Agreement shall govern while Parties attempt to negotiate substitute terms and conditions (including during any arbitration proceeding). Notwithstanding the foregoing, this Agreement may be terminated at any time by the mutual written consent of AWS and USWC. AWS may add, change or terminate any Network Element at its election in accordance with the procedures described in Section 3 (Provisioning). USWC recognizes that the Network Elements provided hereunder are vital to AWS and must be continued without interruption, during the term of this Agreement, and that upon the termination or expiration of this Agreement, AWS may itself provide or retain another vendor to provide such comparable Network Elements. USWC agrees to cooperate in an orderly and efficient transition to AWS or another vendor. USWC agrees to cooperate with the orderly transition to AWS or another vendor such that the level and quality of the Network Elements is not degraded and to exercise its best efforts to effect an orderly and efficient transition. AWS may add, change

or terminate any Network Element or Network Elements in accordance with the proceedings described in Section 3 (Provisioning).

- B. Immediate Termination or Temporary Suspension. This Agreement shall terminate immediately as to each licensed serving area affected upon the effective date of a revocation, or termination by other means, of AWS's authority to provide commercial mobile radio service, subject to payment for the facilities, services or arrangements provided, as set forth in this Agreement. AWS agrees to notify USWC promptly of any such order of revocation or termination. If AWS's authority is temporarily suspended, the Agreement, but not AWS's then-existing compensation obligation under this Agreement, shall be temporarily suspended until such time as AWS's operating authority is restored.
- C. Termination Due to Breach. Either Party may terminate this Agreement upon thirty (30) days written notice of a breach of this Agreement (other than a breach covered by any other termination provision of this Agreement) by the other Party to this Agreement, which breach remains uncured for such thirty (30) day period after written notice of the breach by the non-breaching Party to the breaching Party.
- D. Payments Due at Termination. In any case of termination, payment for facilities or arrangements required under this Agreement through the date of termination shall become due and payable upon the termination date, provided that the facility or arrangement for which such charge is levied has been in service for more than one month.

16. COVENANTS, OBLIGATIONS, NONDISCRIMINATION

- A. Except as otherwise provided herein, each Party shall perform its obligations hereunder at a performance level at least equal to that provided by itself for its own operations, or those of its Affiliates, but in no event shall a Party use less than reasonable care in the performance of its duties hereunder.
- B. USWC will provide interconnection in a competitively neutral fashion, at any technically feasible point within its network at AWS's request, and such interconnection will contain all the same features, functions and capabilities, and be at least equal in quality to that provided by USWC to itself or its Affiliates. USWC shall have the full burden of proving that a requested POI is not technically feasible. To the extent USWC proves infeasibility, USWC shall be required to provide to AWS a technically feasible alternative POI that will not impair AWS's ability to provide its telecommunications services. Such alternative POI shall be reasonably equivalent to the requested POI and shall be offered pursuant to the same terms, conditions and price(s), in accordance with applicable laws and regulations.

- C. USWC will provide to AWS on a nondiscriminatory basis unbundled Network Elements and other services described in this Agreement at any feasible points requested by AWS, and all operations support systems used and useful in the preordering, ordering, provisioning, design, engineering, maintenance, repair, tracking, management, billing and any other function or functionality associated directly or indirectly with unbundled Network Elements and such other services. USWC will verify that these services, or their functional components, will contain all the same features, functions and capabilities and be provided at a level of quality at least equal to that provided by itself to itself or its Affiliates.
- D. USWC will provide to AWS nondiscriminatory access to Collocation, poles, ducts, conduits, and rights of way owned or controlled by USWC, using capacity currently available or that can be made available on a first come first serve non-discriminatory basis. USWC shall have the full burden of proving that such access is not technically feasible. To the extent USWC proves infeasibility, USWC shall be required to provide to AWS technically feasible alternative suitable access which will not impair AWS's ability to provide its telecommunications services. Such alternative access shall be reasonably equivalent to the requested access and shall be offered pursuant to the same terms, conditions and price(s) in accordance with applicable laws and regulations.
- E. In accordance with the Act, USWC shall provide AWS with nondiscriminatory interfaces to access USWC's databases and associated signaling necessary for the routing and completion of traffic, at a level of service equal in quality that USWC provides to itself or its Affiliates, unless service degradation is due to AWS purchasing insufficient capacity to meet its own demand. Except where otherwise specified, access to such databases, and the appropriate interfaces, where not currently available, shall be requested by AWS via a Bona Fide Request.
- F. USWC will provide nondiscriminatory access to NANP number resources including, but not limited to central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines. This access is given to the extent that the USWC serves as Central Office Code Administrator for a given region.
- G. USWC will provide to AWS, in a competitively neutral fashion, dialing parity for local exchange service and interexchange service with the same features, functions and capabilities that USWC provides to itself or its Affiliates, and that it will provide such service as required by the FCC in Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, Second Report and Order and Memorandum Opinion and Order, FCC 96-333, released Aug. 8, 1996, so that AWS's subscribers experience no greater post-dial delay than similarly-situated USWC subscribers or USWC Affiliate subscribers, and are not required to dial any greater number of digits than similarly situated USWC subscribers or USWC Affiliate subscribers.

17. 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 for any good or service provided under this Agreement.

18. LIABILITY AND INDEMNITY

- A. Neither Party assumes any liability for any act or omission of the other in the furnishing of its service to its subscribers solely by virtue of entering into this Agreement.
- B. To the extent not prohibited by law or inconsistent with the other terms of this Agreement, each Party shall indemnify the other Party and hold it harmless against any loss, costs (including, but not limited to reasonable attorneys' fees and costs at trial and on appeal, if any), claims, injury, or liability relating to any third-party claim arising out of any act or omission of the indemnifying Party, or its employees, officers, agents, servants, or contractors in connection with the indemnifying Party's performance under this Agreement, breach of any applicable law, rule or regulation, for actual or alleged infringement of any patent, trademark, copyright, service mark, trade name, trade secret or intellectual property right, now known or later developed, or for failure to perform under this Agreement, regardless of the form or action ("Claims"). The indemnifying Party under this Section shall defend any legal proceeding brought against the other Party, either individually or jointly with the indemnified Party, arising out of or relating to any such Claim.
- C. The indemnified Party shall notify the other Party promptly, in writing, of any Claims, legal proceedings, or demands for which the other Party is responsible under this Section and shall cooperate in every reasonable way to facilitate the defense or settlement of such Claims. The indemnifying Party shall not be liable under this Section for settlement by the indemnified Party of any Claim, legal proceeding, or demand, if the indemnifying Party has not approved the settlement in advance or unless the indemnifying Party has had the defense of the Claim, legal proceeding, or demand tendered to it in writing, and has failed to assume such defense within thirty (30) days after defense is tendered to it by the indemnified Party. In the event of such a failure to assume the defense, the indemnifying Party shall be liable for any reasonable cash settlement not involving any admission of liability by the indemnifying Party, though such settlement may have been made by the indemnified Party without approval of the indemnifying Party, it being the Parties' intent that no settlement involving a nonmonetary concession by the indemnifying Party, including an admission of liability by such Party, shall take effect without the written approval of the indemnifying Party.

- D. Each Party also agrees with respect to its performance to indemnify and save the other Party harmless from Claims, legal proceedings or demands that may be made by persons furnished by the indemnifying Party or by any of its subcontractors, under worker's compensation or similar statutes. The indemnified Party agrees to notify the indemnifying Party promptly, in writing, of any Claims, demands or legal proceedings for which it is claimed that the indemnifying Party is responsible hereunder or thereunder and to cooperate in every reasonable way to facilitate defense or settlement of Claims. The indemnifying Party shall have complete control over defense of the case and over the terms of any proposed settlement or compromise thereof, provided that there is no liability by the indemnified Party.
- E. The liability of a Party for direct, indirect, incidental, consequential, reliance or special damages arising out of claims, which include, but are not limited to, claims against a Party by its customers, lost profits, lost revenues, and/or lost business opportunity to the other Party arising out of delays in installation, maintenance or restoration of facilities, services or arrangements or out of mistakes, omissions, interruption, or errors or defects in transmission occurring in the course of providing such facilities, services or arrangements shall in no event exceed the amount due and owing by one Party to the other Party 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 functions(s) not performed or improperly performed under this Agreement during the contract year during which such cause accrues or arises. Nothing contained in this Section shall limit either Party's liability to the other for willful or intentional misconduct.
- F. Each Party agrees to reimburse the other for damage to premises or equipment resulting from the installation, maintenance or removal of facilities, services or arrangements if caused by other than normal wear and tear and if caused by negligence or willful misconduct of the first Party.
- G. Each Party shall be responsible for reimbursing the other Party for any loss through theft of or damage to the other Party's facilities provided under this Agreement which occurs on the first Party's premises.
- 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
- H. Except as otherwise provided in this Agreement, each of the remedies provided under this Agreement is cumulative and is in addition to any remedies that may be available at law or in equity.
- I. All rights of termination, cancellation or other remedies prescribed in this Agreement, or otherwise available, are cumulative and are not intended to be exclusive of other remedies to which the injured Party may be entitled at law or

equity in case of any breach or threatened breach by the other Party of any provision of this Agreement. Use of one or more remedies shall not bar use of any other remedy for the purpose of enforcing the provisions of this Agreement.

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

19. EXCUSABLE DELAYS (FORCE MAJEURE CONDITIONS)

- A. Force Majeure Conditions. Neither Party shall be held liable for any delay or failure to perform hereunder, to the extent that the delay or failure is due to: (a) the other Party's delay in supplying or failure to supply approvals, information, materials or services called for under the terms of this Agreement; or (b) causes beyond the control of said Party, including, but not limited to, acts of God, acts of civil or military authorities, fires, floods, epidemics, quarantine restrictions, freight embargoes or any other cause of whatsoever kind arising without that Party's actual fault (collectively referred to as "Force Majeure Conditions"); provided, however, that nothing contained in this Section or elsewhere in this Agreement shall be construed as entitling a Party to any delay resulting from labor disputes involving its own employees or its subcontractors which occur during the term of this Agreement, which that Party has not been able to resolve using all reasonable available means. In the event of a Force Majeure Condition affecting either Party, both Parties shall cooperate as appropriate to perform their obligations under this Agreement.
- B. Election in the Event of a Force Majeure Condition. If a Force Majeure condition occurs, the Party injured by the other's inability to perform may elect to:
- (1) terminate this Agreement or any part hereof not yet performed, provided the condition has existed for ninety (90) days in a one hundred and twenty (120) day period; or
 - (2) suspend this Agreement for the duration of the delaying cause, procure performance of work to be performed under this Agreement, and deduct from any payment the injured Party is to make to the other Party the cost of the work performed elsewhere. In such event, the prospective substituted party shall agree to treat all information acquired from either Party as confidential and proprietary, and shall return all copies and

records (whether on paper or other storage medium) provided in the performance of such work under this Agreement; and/or

- (3) resume performance under this Agreement once the delaying causes cease, with an option for the injured Party to extend the completion date, up to the length of time the condition endured.

20. CONFIDENTIALITY

- A. All information which is disclosed by one Party to the other in connection with this Agreement shall automatically be deemed proprietary to the disclosing Party and subject to this Agreement, unless otherwise confirmed in writing by the disclosing Party. In addition, by way of example and not limitation, all Network Elements placed by AWS pursuant to this Agreement and Recorded Usage Data whether disclosed by one Party to the other Party or otherwise acquired by a Party in the course of the performance of this Agreement, shall be deemed “Confidential Information” of the disclosing Party for all purposes under this Agreement.
- B. The receiving Party may make copies of Confidential Information only as reasonably necessary to perform its obligations under this Agreement. All such copies shall bear the same copyright and proprietary rights notices as are contained on the original. Upon request by the disclosing Party, the receiving Party shall return all tangible copies within thirty (30) days of Confidential Information, whether written, graphic or otherwise, except that the receiving Party may retain one copy for archival purposes. If either Party loses or makes an unauthorized disclosure of the other Party’s Confidential Information, it shall notify such other Party immediately and use reasonable efforts to retrieve the lost or wrongfully disclosed information.
- C. For a period of five (5) years from the receipt of Confidential Information, each Party shall keep all of the other Party’s Confidential Information confidential and shall use the other Party’s Confidential Information only for performing the covenants contained in this Agreement. Neither Party shall use the other Party’s Confidential Information for any other purpose (included, but not limited to, for its economic or competitive advantage) except upon such terms and conditions as may be agreed upon between the Parties in writing, provided, however, that both Parties retain the right to use, and if necessary disclose Confidential Information if the use or disclosure is required to enforce its rights under this Agreement or under other provision of law before any judicial or administrative body with jurisdiction. Neither Party shall allow any review or use of Confidential Information by any person who is affiliated with or employed by or otherwise connected with its Affiliate(s) or subsidiaries.
- D. Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Confidential Information as:

- (1) was at the time of receipt already known to the receiving Party free of any obligation to keep it confidential evidenced by written records prepared prior to delivery by the disclosing Party; or
 - (2) is or becomes publicly known through no wrongful act of the receiving Party; or
 - (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
 - (4) is independently developed by an employee, agent, or contractor of the receiving Party which individual is not involved in any manner with the provision of services pursuant to this Agreement and does not have any direct or indirect access to the Confidential Information; or
 - (5) is disclosed to a third person by the disclosing Party without similar restrictions on such third person's rights; or
 - (6) is approved for release by written authorization of the disclosing Party; or
 - (7) is required to be made public by the receiving Party pursuant to applicable law or regulation provided that the receiving Party shall give at least thirty (30) days' (or such lesser time as may be sufficient based on the timing of the request) notice of the requirement to the disclosing Party to enable the disclosing Party to seek protective orders.
- E. Notwithstanding the foregoing, the Parties acknowledge that certain Proprietary Information relating to usage and traffic termination data may be released, without the consent of the disclosing Party, to any third Party carrier which terminates traffic on its network originated by Carrier's subscriber and transited through USWC's network. The release shall be conditioned upon USWC having a similar non-disclosure agreement with that third party carrier, a copy of which shall be provided to AWS upon request.
- F. Notwithstanding any other provision of this Agreement, the Proprietary Information provisions of this Agreement shall apply to all information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the date of this Agreement.
- G. Each Party's obligations to safeguard Confidential Information disclosed prior to expiration or termination of this Agreement shall survive such expiration or termination.

21. PUBLICITY AND ADVERTISING

Neither Party shall publish 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.

22. INTELLECTUAL PROPERTY

Each Party hereby grants to the other Party the limited, personal and nonexclusive right and license to use its patents, copyrights and trade secrets but only to the extent necessary to implement this Agreement or specifically required by the then applicable federal and state rules and regulations relating to interconnection and access to telecommunications facilities and services, and for no other purposes. The rights and licenses under this Section are granted "AS IS" and the other Party's exercise of any such right and license shall be at the sole and exclusive risk of the other Party. Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other based on or arising from any claim, demand, or proceeding (hereinafter "claim") by any third Party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision of any facilities by either Party under this Agreement constitutes infringement, or misuse or misappropriation of any patent, copyright, trade secret, or any other proprietary or intellectual property right of any third Party.

Either Party shall not, without the express written permission of the Other Party, state or imply that: 1) AWS is connected, or in any way affiliated with USWC or its affiliates, 2) AWS is part of a joint business association or any similar arrangement with USWC or its affiliates, 3) USWC and its affiliates are in any way sponsoring, endorsing or certifying AWS and its goods and services, or 4) with respect to AWS advertising or promotional activities or materials, that AWS is in any way associated with or that the advertising and promotional activities or materials originated from USWC or any of its affiliates. Nothing in this paragraph shall prevent AWS from truthfully describing the network elements it uses to provide service to its Customers.

AWS acknowledges the value of the marks "U S WEST" and "U S WEST Communications" (the "Marks") and the goodwill associated therewith and acknowledges that such goodwill is a property right belonging to U S WEST, Inc. and USWC respectively (the "Owners"). AWS recognizes that nothing contained in this Agreement is intended as an assignment or grant to AWS 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. AWS will do nothing inconsistent with the Owner's ownership of the Marks, and all rights, if any, that may be acquired by use of the Marks shall inure to the benefit of the Owners. AWS 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.

USWC acknowledges the value of the marks "AT&T" and "AT&T Wireless Services" (the "Marks") and the goodwill associated therewith and acknowledges that such goodwill is a property right belonging to AWS respectively (the "Owners"). USWC recognizes that nothing contained in this Agreement is intended as an assignment or grant to USWC 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. USWC will do nothing inconsistent with the Owner's ownership of the Marks, and all rights, if any, that may be acquired by use of the Marks shall inure to the benefit of the Owners. USWC 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.

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 permission for such access or use, make all payments in connection with obtaining such permission, and providing evidence of such permission.

23. U S WEST DEX

USWC and AWS agree that certain issues, such as yellow page advertising, directory distribution, access to call/directory guide pages, yellow page listing, will be the subject of separate negotiations between AWS and directory publishers, including U S WEST Dex. USWC acknowledges that it will facilitate discussions between AWS and U S WEST Dex upon request.

24. EXECUTION/CONSTRUCTION

A. Execution. This Agreement may be executed in any number of counterparts all of which together shall constitute a single agreement.

B. Construction.

- (1) All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, or neuter, singular or plural, as the identity of the person or persons or entity may require. All section titles, headings or captions contained in this Agreement are for convenience only and shall not in any way limit or otherwise affect the meaning or interpretation of any of the terms hereof.
- (2) This Agreement is the joint work product of representatives of USWC and AWS. For convenience, it has been drafted in final form by one of the Parties; accordingly, in the event of ambiguities, no inferences will be drawn against either Party solely on the basis of authorship or drafting of this Agreement.

- C. No Waiver. The failure of either Party to insist upon performance of any of the terms, covenants and conditions of this Agreement in any one or more instances shall not be construed as a waiver or relinquishment of any such terms, covenants and conditions, but the same shall be and remain in full force and effect.

25. REGULATORY JURISDICTION

- A. This Agreement shall be subject to such changes or modifications as may be required or authorized by any Governmental Authority in the exercise of its lawful jurisdiction.
- B. 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 all times, be subject to review by the Commission or the FCC. In the event any such review rejects any portion of this Agreement, renders it inoperable or creates any ambiguity of requirement for further amendment, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification.

26. LAW GOVERNING AGREEMENT/COMPLIANCE WITH LAWS

- A. This Agreement shall be governed by the laws of the State of Washington, except insofar as federal law may control any aspect of this Agreement in which case federal law will control.
- B. USWC shall accept orders for Network Elements or Combinations in accordance with Part 51, Appendix B, of the Federal Communications Commission Rules and all other applicable laws and regulations. USWC, at its own expense, will be solely responsible for obtaining from Governmental Authorities, building owners, other carriers, and any other persons or entities, all rights and privileges (including, but not limited to, space and power), which are necessary for USWC

to provide the Connecting Facilities and Network Elements pursuant to this Agreement.

- C. USWC shall be responsible for obtaining and keeping in effect all FCC, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement. AWS shall be responsible for obtaining and keeping in effect all FCC, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with its offering of services to AWS customers contemplated by this Agreement. AWS shall reasonably cooperate with USWC in obtaining and maintaining any required approvals for which USWC is responsible, and USWC shall reasonably cooperate with AWS in obtaining and maintaining any required approvals for which AWS is responsible.
- D. If applicable laws, rules and/or regulations change, USWC and AWS shall negotiate in good faith to make appropriate changes to this Agreement.

27. LIMITATION OF ACTION

No arbitration demand or other judicial or administrative action, regardless of form, arising out of the transaction(s) under this Agreement may be brought by either Party more than two (2) years after the cause of action arises.

28. ARBITRATION

- A. Alternative Dispute Resolution. The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, the Parties agree to use the following dispute resolution procedure as their sole remedy with respect to any controversy or claim arising out of or relating to this Agreement, except for (i) an action seeking to compel compliance with the confidentiality provisions of Section 20 or this dispute resolution process (venue and jurisdiction for which would be in Seattle, Washington) or (ii) disputes that fall within the jurisdiction of the FCC or a state regulatory commission, unless the Parties agree at the time of the dispute to submit the matter to arbitration rather than the FCC or the state regulatory authority.
- B. Initial Negotiations and Mediation. At the written request of a Party commencing the dispute resolution process described herein, each Party will appoint, within five (5) days after the date of the request, a knowledgeable, responsible representative to meet and negotiate in good faith for a period of sixty (60) days after the request to resolve any dispute arising under this Agreement. The Parties intend that these negotiations be conducted by nonlawyer, business representatives. The location, format, frequency, duration and conclusion of these discussions shall be left to the discretion of the representatives. Upon mutual agreement of the representatives, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations.

Discussion and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for purposes of settlement, exempt from discovery and production, which shall not be admissible in the arbitration described below or in any lawsuit without concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise admissible, be admitted in evidence in the arbitration or any lawsuit.

- C. Arbitration Procedures. If the negotiations do not resolve the dispute within sixty-five (65) days after the initial written request, the dispute shall be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or such other rules to which the Parties may agree. A Party may demand such arbitration in accordance with the procedures set out in those rules. Discovery shall be controlled by the arbitrators and shall be permitted to the extent set out in this Section. Each Party may submit in writing to a Party, and that Party shall so respond, to a maximum of any combination of thirty-five (35) (none of which may have subparts) of the following: interrogatories, demands to produce documents, and requests for admission. Not less than fourteen (14) days prior to the arbitration hearing, the Parties shall exchange witness and exhibit lists. Each Party is also entitled to take the oral deposition of one representative of another Party. Additional discovery may be permitted upon mutual agreement of the Parties or the determination of the arbitrators. The arbitration hearing shall be commenced within forty-five (45) days after the demand for arbitration and shall be held in Seattle, Washington. The arbitrator shall control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs. The arbitrators shall rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings. The times specified in this section may be extended upon mutual agreement of the Parties or by the arbitrators upon a showing of good cause. The decision of the arbitrators shall be final and binding upon the Parties and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction.
- D. Arbitration Costs. Each Party shall bear its own costs of the arbitration procedures set forth in this Section and shall equally split the fees and costs of the arbitration and the arbitrator.

29. ASSIGNMENT/SUCCESSORS

- A. Neither this Agreement nor any interest of the Parties hereunder, nor the use of any of the facilities furnished by the Parties hereunder, may be assigned or in any manner transferred by either Party without the prior written consent of the other; provided, however, that such consent shall not be unreasonably withheld. An assignment by either Party to an Affiliate of that Party shall not be considered an assignment requiring prior approval under this Agreement.

B. Except as otherwise provided herein, this Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns.

30. SEVERANCE

In the event any provisions of this Agreement shall be held to be invalid, illegal and/or unenforceable, those provisions shall be severed from the Agreement and the remainder of this Agreement shall be unimpaired and continue in full force and effect; provided, however, that if the severing of a provision makes this Agreement in its entirety impossible to perform, the Agreement shall be terminated in accordance with the provisions of this Agreement.

31. THIRD-PARTY BENEFICIARIES

This Agreement shall not provide any person not a party, assignee or successor to this Agreement with any remedy, claim, liability, reimbursement, claim of action or other right in excess of those existing without reference to this Agreement.

32. INDEPENDENT CONTRACTORS

The Parties are independent contractors and nothing herein shall be construed to imply that they are partners, joint venturers or agents of one another. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

33. NOTICES

Unless otherwise specifically provided herein, any notices or other communications required or permitted to be given or delivered under this Agreement (other than trouble reports and notices of interruption pursuant as otherwise provided in this Agreement) shall be in writing at least sixty (60) days in advance of any proposed change, modification, or alteration of the terms, covenants and conditions of this Agreement, or of any permanent change in the arrangements provided for under this Agreement. All notices and demands required or permitted under this Agreement shall be in writing and shall be delivered in one of the following manners: (1) by hand, (2) by overnight delivery service, (3) by deposit in the United States mail, postage prepaid, or (4) by confirmed facsimile transmission with a copy also sent by overnight delivery or by mail as provided above, return receipt requested, addressed as follows:

AWS:

Vice President – External Affairs
AT&T Wireless Services, Inc.
5000 Carillon Point
Kirkland, WA 98033
Facsimile: (425) 828-8609

Telephone: (425) 827-4500

cc:

General Counsel, Western Region
AT&T Wireless Services, Inc.
10210 N.E. Points Drive, Suite 400
Kirkland, WA 98033
Facsimile: (425) 803-3525

Telephone: (425) 803-3500

USWC:

Product and Market Management
U S WEST Communications, Inc.
1801 California Street, Suite 2140
Denver, CO 80202
Facsimile (303) 896-5335

Telephone: (303) 896-2707

cc:

Law Department
Interconnection Section
7800 East Orchard Road, Suite 490
Englewood, CO 80111
Facsimile: (303) 796-6040

Telephone: (303) 796-6007

Any such notice or other communication shall be deemed to be given when received.
Any Party may specify a different address by notifying the other Party in writing of such different address in the manner provided in this Section.

34. ENTIRE AGREEMENT

This Agreement, together with all Attachments, shall constitute the entire agreement between USWC and AWS and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, between the Parties with respect to connection and traffic interchange. This Agreement may not be modified or amended other than by a written instrument executed by both Parties, provided, however, that the Parties hereto shall be obligated to negotiate amendments as provided in this Agreement.

35. REFERENCED DOCUMENTS

Whenever any provision of this Agreement refers to a technical reference, technical publication, AWS 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, and will include the most recent version or edition (including any amendments, supplements, addenda, or successors) of each document incorporated by reference in such a technical reference, technical publication, AWS practice, USWC practice, or publication of industry standards (unless AWS elects

otherwise). Should there be an inconsistency between or among publications or standards, AWS shall elect which requirement shall apply.

36. SURVIVAL

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

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in their behalf on the dates set forth below.

Signed as ordered by the arbitrator/Commission in Docket No. UT-960381. Signature does not indicate agreement with all aspects of the arbitrator's/Commission's decision, nor does it waive any rights of either Party to seek administrative/judicial review of all or part of the Agreement, or to reform the agreement as the result of successful administrative/judicial review and/or future settlement agreements between the Parties to this Agreement.

U S WEST Communications, Inc.

BY: _____

Title: _____

Date: _____

AT&T Wireless Services, Inc.

BY: _____

Title: _____

Date: _____

otherwise). Should there be an inconsistency between or among publications or standards, AWS shall elect which requirement shall apply.

36. SURVIVAL

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

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U S WEST Communications, Inc.

BY:

Don C. Bayne

Title:

Lead Negotiator

Date:

8/8/97

AT&T Wireless Services, Inc.

BY:

Title:

Date:

otherwise). Should there be an inconsistency between or among publications or standards, AWS shall elect which requirement shall apply.

36. SURVIVAL

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

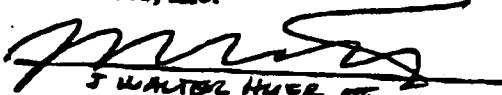
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U S WEST Communications, Inc.

BY: _____
Title: _____
Date: _____

AT&T Wireless Services, Inc.

BY: 
Title: WALTER HYER III
Vice President Law & External Affairs
Date: August 8, 1997

ATTACHMENT I

to

CMRS INTERCONNECTION AGREEMENT

between

USWC

and

AWS

SERVICE AREA

The following "Service Area" covered by the terms of the Agreement is as follows:

<u>Name of Entity</u>	<u>Licensed Area</u>	<u>MTA Name</u>
Bellingham Cellular Partnership	Bellingham	Seattle
Bremerton Cellular Telephone Company	Bremerton	Seattle
Olympia Cellular Telephone Company, Inc.	Olympia	Seattle
AT&T Wireless Services of Washington, Inc.	Richland-Kennewick	Spokane
AT&T Wireless Services of Washington, Inc.	Seattle	Seattle
Spokane Cellular Telephone Company	Spokane	Spokane
AT&T Wireless Services of Washington, Inc.	Tacoma	Seattle
Yakima Cellular Telephone Company	Yakima	Seattle
AT&T Wireless Services of Washington, Inc.	Washington - 1 RSA	Seattle
AT&T Wireless Services of Washington, Inc.	Washington - 5 RSA	Seattle/ Spokane
AT&T Wireless Services of Washington, Inc.	Washington - 6 RSA	Seattle/ Portland
AT&T Wireless Services of Washington, Inc.	Washington - 7 RSA	Portland

APPENDIX A - PAGE 1 - WASHINGTON

DESCRIPTION	USOC	NON RECURRING	RECURRING
CHANNEL			
(Network Access Channel- NAC)			
<u>2 wire Analog (trunk side termination)</u>			
2A-1 way in (land to mobile)	M2L1X	\$277.93	\$36.20
2A-1 way out (mobile to land)	M2L0X	\$277.93	\$36.20
2A-1 way in (Paging)	P231X	\$277.93	\$36.20
2B-1 way in (land to mobile)	M2O1X	\$277.93	\$36.20
2B-1 way out (mobile to land)	M2O0X	\$277.93	\$36.20
<u>4 wire Analog (trunk side termination)</u>			
2A-1 way in (land to mobile)	M4L1X	\$277.93	\$67.28
2A-1 way out (mobile to land)	M4L0X	\$277.93	\$67.28
2A-2 way	M4LCX	\$277.93	\$67.28
2A-1 way in (Paging)	P431X	\$277.93	\$67.28
2B-1 way in (land to mobile)	M4O1X	\$277.93	\$67.28
2B-1 way out (mobile to land)	M4O0X	\$277.93	\$67.28
2B-2 way	M4OCX	\$277.93	\$67.28
<u>4 wire Digital (trunk side termination)</u>			
TYPE 2A			
2A-1 way in (land to mobile)			
- Initial	MZV1X	\$83.16	N/A
- Subsequent	MZV1X	\$83.16	N/A
2A-1 way out (mobile to land)			
- Initial	MZV0X	\$83.16	N/A
- Subsequent	MZV0X	\$83.16	N/A
2A-2 way			
- Initial	MZV2X	\$83.16	N/A
- Subsequent	MZV2X	\$83.16	N/A
2A-1 way in (paging)			
- Initial	P4Y1X	\$83.16	N/A
- Subsequent	P4Y1X	\$83.16	N/A

APPENDIX A - PAGE 2 - WASHINGTON

DESCRIPTION	USOC	NON RECURRING	RECURRING
CHANNEL (Cont.)			
(Network Access Channel- NAC)			
TYPE 2B			
2B-1 way in (land to mobile)			
- Initial	MZW1X	\$83.16	N/A
- Subsequent	MZW1X	\$83.16	N/A
2B-1 way out (mobile to land)			
- Initial	MZW0X	\$83.16	N/A
- Subsequent	MZW0X	\$83.16	N/A
2B-2 way			
- Initial	MZW2X	\$83.16	N/A
- Subsequent	MZW2X	\$83.16	N/A
Equal Access 1 way out			
- Initial	MYV0X	\$83.16	N/A
- Subsequent	MYV0X	\$83.16	N/A
Equal Access 2 way			
- Initial	MYV2X	\$83.16	N/A
- Subsequent	MYV2X	\$83.16	N/A
Channel Facility-DS1 Level	MF31X	\$511.34	\$99.78
Channel Facility-DS3 Level	MF33X	\$561.12	\$404.24
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

APPENDIX A - PAGE 3 - WASHINGTON

DESCRIPTION	USOC	NON RECURRING	RECURRING
DEDICATED TRANSPORT			
Analog/DS0			
<u>over 0 to 8 Miles</u>			
-fixed	XU2T1	\$29.81	\$20.89
-per mile	JZ3TA	N/A	\$0.13
<u>over 8 to 25 Miles</u>			
-fixed	XU2T2	\$29.81	\$20.88
-per mile	JZ3TB	N/A	\$0.10
<u>over 25 to 50 Miles</u>			
-fixed	XU2T3	\$29.81	\$20.88
-per mile	JZ3TC	N/A	\$0.10
<u>over 50 Miles</u>			
-fixed	XU2T4	\$29.81	\$20.89
-per mile	JZ3TD	N/A	\$0.17
DS1 Level			
<u>over 0 to 8 Miles</u>			
-fixed	XUWJ1	\$227.58	\$41.72
-per mile	JZ3JA	N/A	\$0.67
<u>over 8 to 25 Miles</u>			
-fixed	XUWJ2	\$227.58	\$41.72
-per mile	JZ3JB	N/A	\$0.84
<u>over 25 to 50 Miles</u>			
-fixed	XUWJ3	\$227.58	\$41.73
-per mile	JZ3JC	N/A	\$2.97
<u>over 50 Miles</u>			
-fixed	XUWJ4	\$227.58	\$41.73
-per mile	JZ3JD	N/A	\$3.49

APPENDIX A - PAGE 4 - WASHINGTON

DESCRIPTION	USOC	NON RECURRING	RECURRING
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
CHANNEL PERFORMANCE	PM2JG	N/A	\$4.52
Loop with Reverse Battery applies only when there is Dedicated Transport on Analog 2-Wire NAC			
MULTIPLEXING			
per DS1 to DS0 Multiplexer	MXG1X	\$306.95	\$221.08
per DS3 to DS1 Multiplexer	MXG3X	\$314.26	\$218.58

APPENDIX A - PAGE 5 - WASHINGTON

DESCRIPTION	USOC	USAGE RATE
2A Usage		
LOCAL END OFFICE SWITCHING		
Charge per MOU	N/A	\$.002557
mobile to land calls		
TANDEM SWITCHING	N/A	\$.001310
TANDEM SWITCHING LOCAL TRANSPORT		
Average Transport		.000318
2B Usage		
END OFFICE SWITCHING		
Charge per MOU	N/A	\$.002557
mobile to land calls		
Transit Traffic		
- Local	N/A	\$.001618
- Toll	N/A	\$.001618
Interconnection Access		
Interstate Rate	N/A	Per Switched Access Tariff
Intrastate Rate	N/A	Per Switched Access Tariff
Directory Assistance Charge - per call	N/A	\$.34

APPENDIX A - PAGE 6 - WASHINGTON

DESCRIPTION USOC NON RECURRING RECURRING

SS7 Out of Band Signaling

Trunk Rearrangement

- Analog 2-wire/4-wire, each trunk

1-way MF to 1-way SS7	NR6T1	\$29.35	N/A
2-way MF to 2-way SS7	NR6T2	\$29.35	N/A
1-way MF to 2-way SS7	NR6T3	\$33.53	N/A
2-way MF to 1-way SS7	NR6T4	\$33.53	N/A

- Digital, each trunk

1-way MF to 1-way SS7	NR6T5	\$25.10	N/A
2-way MF to 2-way SS7	NR6T6	\$25.10	N/A
1-way MF to 2-way SS7	NR6T7	\$29.29	N/A
2-way MF to 1-way SS7	NR6T8	\$29.29	N/A

Channel Facility-DS1 Level EFY1X \$511.34 \$99.78

Channel Facility-DS3 Level * EFY3X \$561.12 \$404.24

DEDICATED TRANSPORT

Analog/DS0

over 0 to 8 Miles

-fixed	CCA2B	N/A	\$20.89
-per mile	CCA2B	N/A	\$0.13

over 8 to 25 Miles

-fixed	CCA2C	N/A	\$20.88
-per mile	CCA2C	N/A	\$0.10

over 25 to 50 Miles

-fixed	CCA2D	N/A	\$20.88
-per mile	CCA2D	N/A	\$0.10

over 50 Miles

-fixed	CCA2E	N/A	\$20.89
-per mile	CCA2E	N/A	\$0.17

* - This rate is used for shared use only

APPENDIX A - PAGE 7 - WASHINGTON

DESCRIPTION	USOC	NON RECURRING	RECURRING
DS1 Level			
<u>over 0 to 8 Miles</u>			
-fixed	CCA1B	N/A	\$41.72
-per mile	CCA1B	N/A	\$0.67
<u>over 8 to 25 Miles</u>			
-fixed	CCA1C	N/A	\$41.72
-per mile	CCA1C	N/A	\$0.84
<u>over 25 to 50 Miles</u>			
-fixed	CCA1D	N/A	\$41.73
-per mile	CCA1D	N/A	\$2.97
<u>over 50 Miles</u>			
-fixed	CCA1E	N/A	\$41.73
-per mile	CCA1E	N/A	\$3.49
DS3 Level			
<u>over 0 to 8 Miles</u>			
-fixed	CCA3B	N/A	\$283.30
-per mile	CCA3B	N/A	\$13.83
<u>over 8 to 25 Miles</u>			
-fixed	CCA3C	N/A	\$284.17
-per mile	CCA3C	N/A	\$15.03
<u>over 25 to 50 Miles</u>			
-fixed	CCA3D	N/A	\$291.31
-per mile	CCA3D	N/A	\$39.19
<u>over 50 Miles</u>			
-fixed	CCA3E	N/A	\$293.91
-per mile	CCA3E	N/A	\$44.74

APPENDIX A - PAGE 8 - WASHINGTON

DESCRIPTION	USOC	NON RECURRING	RECURRING
MULTIPLEXING			
per DS1 to DS0 Multiplexer	QMVXX	N/A	\$221.08
per DS3 to DS1 Multiplexer	QM3XX	N/A	\$218.58
CCS Link - 1st Link	NRBS1	\$504.68	N/A
CCS Link - Each Additional Link	NRBSA	\$72.42	N/A
STP Port - Per Port	PT8SX	N/A	\$208.57

DESCRIPTION	USOC	NONRECURRING RATES	MONTHLY RATES
NETWORK ACCESS CHANNEL - NAC			
Analog 2-wire Channels:			
1-way in (land to mobile)	MTZ1X	\$277.93	\$36.20
1-way out (mobile to land), loop start	MH60X	\$277.93	\$36.20
1-way out, ground start	MK60X	\$277.93	\$36.20
1-way out, loop with reverse battery	MTZ0X	\$277.93	\$36.20
Analog 4-wire Channels:			
1-way in (land to mobile)	MTJ1X	\$277.93	\$80.79
1-way out (mobile to land)	MTJ0X	\$277.93	\$80.79
2-way	MTJCX	\$277.93	\$80.79
4-wire Digital Channels:			
1-way in (land to mobile)	M4W1X	\$83.16	N/A
1-way out (mobile to land)	M4W0X	\$83.16	N/A
2-way	M4WCX	\$83.16	N/A
DIGITAL FACILITY			
DS1 Level	MF31X	\$511.34	\$99.78
DS3 Level	MF33X	\$561.12	\$404.24
CONNECTIVITY			
Analog (Per analog channel)	CK6AX	N/A	\$20.44
DS1 Level (Per DS1 Facility)	CK61X	N/A	\$37.68
DS3 Level (Per DS3 Facility)	CK63X	N/A	\$218.58
-per DS1 Activated on a DS3 Facility	CK61X	N/A	\$37.68
DIAL OUTPULSING			
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
DS3 to DS1	MXG3X	\$314.26	\$218.58
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

DESCRIPTION	USOC	NONRECURRING RATES	MONTHLY RATES
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
DS3 Level			
Over 0 to 8 Miles			
Fixed:	XUWK1	\$227.58	\$283.30
Per Mile	JZ3KA	N/A	\$13.83
Over 8 to 25 Miles			
Fixed	XUWK2	\$227.58	\$284.17
Per Mile	JZ3KB	N/A	\$15.03

DESCRIPTION	USOC	NONRECURRING RATES	MONTHLY RATES
DS3 Level			
Over 25 to 50 Miles			
Fixed	XUWK3	\$227.58	\$291.31
Per Mile	JZ3KC	N/A	\$39.19
Over 50 Miles			
Fixed	XUWK4	\$227.58	\$293.91
Per Mile	JZ3KD	N/A	\$44.74
Call Transport		Per Minute of Use	
Per MOU, by band			
Over 0-8 Miles	N/A	\$0.002245	
Over 8-25 Miles	N/A	\$0.002308	
Over 25-50 Miles	N/A	\$0.002481	
	N/A	\$0.003583	
Call Termination		Per Minute of Use	
	N/A	\$0.005178	
Transit Traffic		Per Minute of Use	
Toll	N/A	\$0.005597	
Local	N/A	\$0.005446	
Non-Local Traffic	N/A	Per Interstate Switched Access Tariff	
Numbers		NONRECURRING	RECURRING
Reservation:			
Blocks of 100	NOJA1	\$16.28	N/A
Activation:			
Blocks of 100	RC6BX	\$18.77	N/A

APPENDIX B

POINT OF INTERCONNECTION (POI)

Legal Entity: _____

Effective Date _____

Type 2A

Carrier's POI:

USWC's Serving Wire Center:

V = _____ H = _____

V = _____ H = _____

CLLI Code: _____

CLLI Code: _____

NXX _____

SERVING ARRANGEMENT:

The interconnection provided by the Agreement is represented by the following:

USWC LOCAL CLLI	USWC ANCILLARY CLLI	USWC Non-Local Traffic CLLI
_____	_____	_____
Type of TRUNKS	Type of TRUNKS	Type of Trunks
_____	_____	_____

Local Calling Area Information - City & State

BILLING INFORMATION:

Actual Billing _____ 1997 Estimate Billing _____ Assumed Minutes of Use _____

Zone 1 _____ 2 _____ 3 _____

Multiplexing N/A _____ DS1 to DS0 _____ DS3 to DS1 _____

DEDICATED TRANSPORT:

Number of miles to Local Tandem _____

Number of miles to Access Tandem _____

Note: If this Interconnection is local only, all intraLATA non-local traffic and ancillary traffic will be handled on their existing non-local traffic and ancillary Interconnection as described below:

Access Tandem CLLI Code _____ Ancillary End Office CLLI Code _____