

## CARRIER-TO-CARRIER AGREEMENT CHECKLIST

---

INSTRUCTIONS: Please complete all applicable parts of this form and submit it with related materials when filing a carrier-to-carrier agreement pursuant to 47 U.S.C. 252 and OAR 860-016-0000 et al. The Commission will utilize the information contained in this form to determine how to process the filing. **Unless you request otherwise in writing, the Commission will serve all documents related to the review of this agreement electronically to the e-mail addresses listed below.**

**1. PARTIES**                      *Requesting Carrier*    *Affected Carrier*

Name of Party:

Contact for Processing Questions:

Name:

Telephone:

E-mail:

Contact for Legal Questions (if different):

Name:

Telephone:

E-mail:

Other Persons wanting E-mail service of documents (if any):

Name:

E-mail:

**2. TYPE OF FILING**                      NOTE: Parties making multiple requests (such as seeking to adopt a previously approved agreement and Commission approval of new negotiated amendments to that agreement) should submit a separate checklist for each requested action.

Adoption: Adopts existing carrier-to-carrier agreement filed with Commission.

- Docket ARB
- Parties to prior agreement    &
- Check one:

Adopts base agreement only; or

Adopts base agreement and subsequent amendments approved in Order No(s).

New Agreement: Seeks approval of new negotiated agreement.

- |   |   |
|---|---|
| <ul style="list-style-type: none"><li>• Does filing replace an existing agreement between the parties?</li><li>• NO</li><li>• YES, Docket ARB</li></ul> | <ul style="list-style-type: none"><li>• If filing involves Qwest Communications, does it utilize the terms of an SGAT?</li><li>• NO</li><li>• YES, Revision</li></ul> |
|---|---|

Amendment: Amends an existing carrier-to-carrier agreement.

Docket ARB

Other: Please explain.

**Type 2 Wireless Interconnection Agreement**

**Between**

**Malheur Home Telephone Company**

**And**

**Oregon RSA Number 2 Limited Partnership**

**For The State Of Oregon**

**Agreement Number  
CDS-040301-0023**

## Table Of Contents

<b>SECTION 1.0 - GENERAL TERMS</b> .....	<b>1</b>
<b>SECTION 2.0 - INTERPRETATION AND CONSTRUCTION</b> .....	<b>2</b>
<b>SECTION 3.0 - WSP INFORMATION</b> .....	<b>4</b>
<b>SECTION 4.0 - DEFINITIONS</b> .....	<b>5</b>
<b>SECTION 5.0 - TERMS AND CONDITIONS</b> .....	<b>12</b>
<b>SECTION 6.0 – INTERCONNECTION</b> .....	<b>31</b>
<b>SECTION 7.0 – RESERVED</b> .....	<b>45</b>
<b>SECTION 8.0 - RESERVED</b> .....	<b>46</b>
<b>SECTION 9.0 - RESERVED</b> .....	<b>47</b>
<b>SECTION 10.0 - NETWORK SECURITY</b> .....	<b>48</b>
<b>SECTION 11.0 - ACCESS TO OPERATIONAL SUPPORT SYSTEMS (OSS)</b> .....	<b>50</b>
<b>SECTION 12.0 – MAINTENANCE AND REPAIR</b> .....	<b>54</b>
<b>SECTION 13.0 - ACCESS TO TELEPHONE NUMBERS</b> .....	<b>60</b>
<b>SECTION 14.0 - LOCAL DIALING PARITY</b> .....	<b>61</b>
<b>SECTION 15.0 – RESERVED</b> .....	<b>62</b>
<b>SECTION 16.0 - RESERVED</b> .....	<b>63</b>
<b>SECTION 17.0 – RESERVED</b> .....	<b>66</b>
<b>SECTION 18.0 - AUDIT PROCESS</b> .....	<b>65</b>
<b>SECTION 19.0 - CONSTRUCTION CHARGES</b> .....	<b>67</b>
<b>SECTION 20.0 - NETWORK STANDARDS</b> .....	<b>68</b>
<b>SECTION 21.0 - SIGNATURE PAGE</b> .....	<b>72</b>

**EXHIBIT A – Oregon Rates**

## **SECTION 1.0 - GENERAL TERMS**

1.1 This Type 2, two-way Wireless Interconnection Agreement is effective upon approval of the Commission, and is between Oregon RSA Number 2 Limited Partnership ("US Cellular" or "WSP"), an Oregon limited partnership and Malheur Home Telephone Company ("Malheur"), an Oregon corporation pursuant to Section 252 of the Telecommunications Act of 1996, for purposes of fulfilling Malheur's obligations under Sections 222, 251(a), (b), and (c), 252, 271, and other relevant provisions of the Act and the rules and regulations promulgated thereunder. US Cellular is licensed by the Federal Communications Commission ("FCC") as a Commercial Mobile Radio Service ("CMRS") Provider. Services provided by Malheur to US Cellular under this Agreement are provided pursuant to US Cellular's role as CMRS provider of two-way traffic.

1.2 This Interconnection Agreement sets forth the terms, conditions and pricing under which Malheur will offer and provide to any requesting WSP network Interconnection within the geographical areas in which both Malheur is providing Local Exchange Service at that time, and for which Malheur is the incumbent Local Exchange Carrier within the state of Oregon for purposes of providing local two way Wireless Services. This Agreement is available for the term set forth herein.

1.3 In consideration of the mutual promises set forth herein and other good and valuable consideration, Malheur and US Cellular mutually agree as follows:

1.4 This Interconnection Agreement between US Cellular and Malheur can only be amended in writing as further set forth in Section 5.30, executed by the duly authorized representatives of the Parties.

1.4.1 Notwithstanding the above, if Malheur chooses to offer and US Cellular desires to purchase, new Interconnection services, or additional Ancillary services which are not contained in this Agreement or a Tariff, the Parties shall amend this Agreement.

## **SECTION 2.0 - INTERPRETATION AND CONSTRUCTION**

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

2.2 The provisions in this Agreement are intended to be in compliance with and based on the existing state of the law, rules, regulations and interpretations thereof, including but not limited to state rules, regulations, and laws, as of the date hereof (the Existing Rules). Nothing in this Agreement shall be deemed an admission by Malheur or US Cellular concerning the interpretation or effect of the Existing Rules or an admission by Malheur or US Cellular that the Existing Rules should not be changed, vacated, dismissed, stayed or modified. Nothing in this Agreement shall preclude or estop Malheur or US Cellular from taking any position in any forum concerning the proper interpretation or effect of the Existing Rules or concerning whether the Existing Rules should be changed, vacated, dismissed, stayed or modified. To the extent that the Existing Rules are vacated, dismissed, stayed or materially changed or modified, then this Agreement shall be amended to reflect such legally binding modification or change of the Existing Rules. Where the Parties fail to agree upon such an amendment within ninety (90) Days after notification from a Party seeking amendment due to a modification or change of the Existing Rules or if any time during such ninety (90) Day period the Parties shall have ceased to negotiate such new terms for a continuous period of thirty (30) Days, it shall be resolved in accordance with the Dispute Resolution provision of this Agreement. It is expressly understood that this Agreement will be corrected, or if requested by US Cellular, amended as set forth in this Section 2.2, to reflect the outcome of any applicable generic proceedings by the Commission for pricing, service standards, or other matters covered by this Agreement. Any amendment shall be deemed effective on the Effective Date of the legally binding change or modification of the Existing Rules for rates, and to the extent practicable for other terms and conditions, unless otherwise ordered. During the pendency of any negotiation for an amendment pursuant to this Section 2.2 the Parties shall continue to perform their obligations in accordance with the terms and conditions of this Agreement, for up to ninety (90) Days. If the Parties fail to agree on an amendment during the ninety (90) Day negotiation period, the Parties agree that the first matter to be resolved during Dispute Resolution will be the implementation of

an interim operating agreement between the Parties regarding the disputed issues, to be effective during the pendency of Dispute Resolution. The Parties agree that the interim operating agreement shall be determined and implemented within the first thirty (30) Days of Dispute Resolution and the Parties will continue to perform their obligations in accordance with the terms and conditions of this Agreement, until the interim operating agreement is implemented. For purposes of this section, "legally binding" means that the legal ruling has not been stayed, no request for a stay is pending, and any deadline for requesting a stay designated by statute or regulation, has passed.

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

### **SECTION 3.0 - WSP INFORMATION**

3.1 Except as otherwise required by law, Malheur will not provide or establish Interconnection services in accordance with the terms and conditions of this Agreement prior to US Cellular's execution of this Agreement.

3.2 Prior to placing any orders for services under this Agreement, the Parties will jointly work with the Malheur Sales and Service organizations to gather the information below as appropriate. This information will then be used to:

Determine geographical requirements;

Identify US Cellular Identification IDs;

Determine Malheur system requirements to support US Cellular's specific activity;

Collect Credit Information;

Obtain Billing Information;

Create summary bills;

Establish input and output requirements;

Create and distribute Malheur and US Cellular Contact Lists; and

Identify US Cellular hours and holidays.

## **SECTION 4.0 - DEFINITIONS**

4.1 "Access Service Request" or "ASR" means the industry standard forms and supporting documentation used for ordering Access Services. The ASR will be used to order trunking and facilities between US Cellular and Malheur for Local Interconnection Service.

4.2 "Access Services" refers to the interstate and intrastate switched Access and private line transport services offered for the origination and/or termination of Interexchange traffic.

4.3 "Act" means the Communications Act of 1934 (47 U.S.C. 151 et. seq.), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

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

4.5 "Basic Exchange Telecommunications Service" means, unless otherwise defined in Commission rules and then it shall have the meaning set forth therein, a service offered to End User Customers which provides the End User Customer with a telephonic connection to, and a unique local telephone number address on, the public switched telecommunications network, and which enables such End User Customer to generally place calls to, or receive calls from, other stations on the public switched telecommunications network. Basic residence and business line services are Basic Exchange Telecommunications Services. As used solely in the context of this Agreement and unless otherwise agreed, Basic Exchange Telecommunications Service includes access to Ancillary services such as 911, Directory Assistance (DA) and Operator Services (OS).

4.6 "Bill and Keep" is as defined in the FCC's Order on Remand and Report and Order in CC Docket 99-68 (Intercarrier Compensation for ISP Bound Traffic). Bill and Keep is an arrangement where neither of two (2) interconnecting networks charges the other for terminating traffic that originates on the other network. Instead, each network recovers from its own End User Customers the cost of both originating traffic that it delivers to the other network and terminating traffic that it receives from the other network. Bill and Keep does not, however, preclude Intercarrier charges for transport of traffic between Carriers' networks.

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

4.8 "Calling Party Number" or "CPN" is a Common Channel Signaling ("CCS") parameter, which refers to the number transmitted through a network identifying the calling party. Reference Qwest Technical Publication 77342.

4.9 "Central Office switch" means a switch used to provide Telecommunications Services.

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



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

4.11 "Commission" means the Oregon Public Utility Commission.

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

4.13 "Conversation Time" means the measurement of Type 2 Interconnection usage which begins when US Cellular's MSC is signaled by the terminating End Office that the call has been answered. Measured usage ends upon MSC recognition of disconnection by the earlier of US Cellular's End User Customer or the disconnection signal from the terminating End Office.

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

4.15 "Day" means calendar Days unless otherwise specified.

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

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

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

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

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

4.21 "Entrance Facility" or "EF" means the dedicated facility between the CMRS provider's POI and the Malheur Serving Wire Center. This is also referred to as "Network Access Channel" or "NAC".

4.22 "Exchange Access (IntraLATA Toll) is defined in accordance with Malheur's current IntraLATA Toll serving areas, as determined by Malheur's state and interstate Tariffs and excludes toll provided using switched Access purchased by an IXC.

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

- 4.24 Intentionally Left Blank
- 4.25 "Exchange Service" or "Extended Area Service (EAS)/Local Traffic" means traffic that is originated and terminated within the Local Calling Area as determined by the Commission.
- 4.26 "FCC" means the Federal Communications Commission.
- 4.27 "Individual Case Basis" or "ICB" shall mean rates or intervals as set forth in this agreement.
- 4.28 "Information Service" is as defined in the Telecommunications Act of 1996 and FCC Order on Remand and Report and Order in CC Docket 99-68 and includes ISP Bound Traffic.
- 4.29 "Information Services Providers" or "ISPs" are providers of Information Services.
- 4.30 "Interconnection" is as described in the Act and refers to the connection between networks for the purpose of transmission and routing of telephone Exchange Service traffic, Exchange Access and Jointly Provided switched Access Traffic.
- 4.31 "Interconnections Database" or "ICONN" is a Qwest database, available on the Qwest Web Site, which includes business and residence access line counts, switch types, and switch generics.
- 4.32 "Interexchange Carrier" (IXC) means a Carrier that provides InterLATA or IntraLATA Toll services.
- 4.33 "InterLATA" describes Telecommunications functions originating in one Local Access and Transport Area (LATA) and terminating in another.
- 4.34 "InterMTA" describes Telecommunications functions originating in one MTA and terminating in another.
- 4.35 "Internet Related Traffic" includes ISP Bound traffic and refers to dial-up access through an entity which may include computer processing, protocol conversions, information storage or routing with transmission to enable users to access internet content or data services.
- 4.36 "IntraLATA" describes Telecommunications functions originating and terminating in the same LATA.
- 4.37 "ISP Bound Traffic" means the offering of information access pursuant to 47 U.S.C. P251 (g) and the Order with respect to Information Services as defined in 47 U.S.C. P153 (20), and includes Telecommunications traffic delivered to an ISP.
- 4.38 "IntraLATA Toll" is defined in accordance with Malheur's current IntraLATA Toll serving areas, as determined by the state Commission.
- 4.39 Intentionally Left Blank
- 4.40 "Local Traffic" is traffic that is exchanged in a geographic area either by MTA or the

Malheur Extended Area Service (EAS) boundaries. This includes Exchange Access (IntraLATA Toll). Local Traffic excludes Transit Traffic when Malheur is the transiting provider.

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

4.42 "Local Calling Area" or "LCA" is a geographic area defined either by the MTA or the Malheur Extended Area Service (EAS) boundaries.

4.42.1 "MTA/Local" means the geographic area within the MTA in which US Cellular provides CMRS services. Local Interconnection rates apply for traffic originated and terminated within the same MTA. See Non-Local for exceptions.

4.42.2 "EAS/Local" means the geographic area defined by the EAS boundaries as determined by the Commission and defined in Malheur's Local and/or General Exchange Service Tariff. LEC End User Customers may complete a call without incurring toll charges. Traffic terminated by Malheur End User Customers within their EAS boundary is considered to be EAS/Local; Malheur End User Customers are billed toll charges for traffic terminated outside of their EAS boundary.

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

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

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

4.46 "Maintenance of Service charge" is a charge that relates to trouble isolation. Maintenance of Service charges are set forth in Exhibit A. Basic Maintenance of Service charges apply when the Malheur technician perform work during standard business hours. Overtime Maintenance of Service charges apply when the Malheur technician performs work on a business Day, but outside standard business hours, or on a Saturday. Premium Maintenance of Service charges apply when the Malheur technician performs work on either a Sunday or Malheur recognized holiday.

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

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

4.49 Intentionally Left Blank

4.50 "Miscellaneous Charges" mean cost-based charges that Malheur may assess in

addition to recurring and non-recurring rates set forth in Exhibit A, for activities US Cellular requests Malheur to perform, activities US Cellular authorizes, or charges that are a result of US Cellular's actions, such as cancellation charges, additional labor and maintenance. Miscellaneous Charges are not already included in Malheur's recurring or non-recurring rates.

4.51 "Mobile switching Center" or "MSC" is a Wireless switching facility, which performs the switching for the routing of calls among its Wireless End User Customers in other Wireless or landline networks. In addition it contains recording and billing functionality.

4.52 Intentionally Left Blank

4.53 Intentionally Left Blank

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

4.55 "Non-Local" traffic is InterMTA, InterLATA, and/or Jointly Provided switched Access Traffic. Reciprocal Compensation does not apply to Non-Local Traffic. This Non-Local Traffic originated by US Cellular, includes InterMTA traffic and IntraMTA traffic delivered to Malheur via an IXC. Regarding traffic delivered to US Cellular, Non-Local includes all traffic carried by an IXC, and traffic destined for US Cellular's End User Customers that are Roaming in a different MTA, and all InterMTA/InterLATA traffic.

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

4.57 "Originating Line Information" or "OLI" is an CCS SS7 Feature Group D signaling parameter which refers to the number transmitted through the network identifying the Billing number of the calling party.

4.58 "Party" means either Malheur or US Cellular and "Parties" means Malheur and US Cellular.

4.59 "Percent Local Usage (PLU) Factors" are percentages as described below

4.59.1 "InterMTA" are factors that are used in reciprocal compensation to determine InterMTA, Roaming MOUs when US Cellular's End User Customer is initiating (M-L) or terminating (L-M) a call in another MTA.

4.59.2 "PLU 2B" is a factor for determining the portion of Malheur originated traffic that rides the Type 2 facility between Malheur's End Office and US Cellular's POI for calculation of the facilities credit to US Cellular.

4.60 "Point of Interface" "Point of Interconnection" or "POI" is a physical demarcation between the networks of two LECs (including a LEC and US Cellular). The POI is that point where the exchange of traffic takes place. This point establishes the technical interface, the test point(s), and the point(s) for operational division of responsibility.

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

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

4.63 Intentionally Left Blank

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

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

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

4.67 Intentionally Left Blank

4.68 "Tariff" as used throughout this Agreement refers to Malheur state Tariffs, price lists, price schedules and catalogs.

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

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

4.71 Intentionally Left Blank

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

4.73 "Wire Center" denotes a building or space within a building that serves as an aggregation point on a given Carrier's network, where transmission facilities are connected or

switched. Wire Center can also denote a building where one or more Central Offices, used for the provision of Basic Exchange Telecommunications Services and Access Services, are located.

4.74 "Wireless" for the purposes of this Agreement, are Telecommunications Services provided by a 2-way CMRS Carrier in accordance with its CMRS license(s). This includes both Cellular and Personal Communications Service Providers.

4.75 Intentionally Left Blank

4.76 "Wireless Service Provider" or "WSP" for purposes of this Agreement is a 2-way CMRS provider of local service.

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

## **SECTION 5.0 - TERMS AND CONDITIONS**

### **5.1 General Provisions**

5.1.1 Intentionally Left Blank.

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

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

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

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

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

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

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

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

5.1.6 Nothing in this Agreement shall prevent either Party from seeking to recover the costs and expenses, if any, it may incur in (a) complying with and implementing its obligations under this Agreement, the Act, and the rules, regulations and orders of the FCC and the Commission, and (b) the development, modification, technical installation and maintenance of any systems or other infrastructure which it requires to comply with and to continue complying with its responsibilities and obligations under this Agreement, only to the extent that those costs and expenses are not recovered under this Agreement at the time they are incurred. Should a Party seek to recover costs and expenses as discussed in this section, it shall be through appropriate change in law and/or amendment negotiation. Notwithstanding the foregoing, Malheur shall not assess any charges against US Cellular for services, facilities, and other related works or services covered by this Agreement, unless the charges are expressly provided for in this Agreement. All services and capabilities currently provided hereunder, to be provided hereunder, shall be priced in accordance with all applicable provisions of the Act and the rules and order of the Federal Communications Commission and orders of the Commission.

## **5.2 Term of Agreement**

5.2.1 This Agreement shall become effective upon approval by the Commission. This Agreement shall be binding upon the Parties for a term of two (2) years and shall expire two (2) years from the Effective Date.

5.2.2 Upon expiration of the term of this Agreement, this Agreement shall continue in full force and effect until superseded by a successor agreement in accordance with this Section 5.2.2. Any Party may request negotiation of a successor agreement by written notice to the other Party no earlier than one hundred sixty (160) Days prior to the expiration of the term, or the Agreement shall renew on a month to month basis. The date of this notice will be the starting point for the negotiation window under section 252 of the Act.

## **5.3 Letter of Agency/Proof of Authorization**

5.3.1 Each Party shall be responsible for obtaining and maintaining letter of agency/proof of authorization ("POA"), as required and defined by applicable federal and state law, including but not limited to 47 C.F.R. 64.1130, as amended from time to time.

5.3.2 The Parties shall make POAs available to each other upon request in the event of an allegation of an unauthorized change in accordance with all Applicable Laws and rules and shall be subject to any penalties contained therein.



## 5.4 Payment

5.4.1 Amounts payable under this Agreement are due and payable within thirty (30) calendar Days after the date of invoice, or within twenty (20) calendar Days after receipt of the invoice, whichever is later (payment Due Date). If the payment Due Date is not a business day, the payment shall be due the next business day.

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

5.4.3 The Billing Party may disconnect any and all relevant services for failure by the billed Party to make full payment, less any disputed amount as provided for in Section 5.4.4 of this Agreement, for the relevant services provided under this Agreement within sixty (60) calendar Days following the payment Due Date. The billed Party will pay the applicable reconnect charges set forth in Exhibit A required to reconnect Type 2 facilities. The Billing Party will notify the billed Party in at least ten (10) business days prior to disconnection of the unpaid service(s). In case of such disconnection, all applicable undisputed charges, including termination charges, shall become due. If the Billing Party does not disconnect the billed Party's service(s) on the date specified in the ten (10) business days notice, and the billed Party's noncompliance continues, nothing contained herein shall preclude the Billing Party's right to disconnect any or all relevant services of the non-complying Party without further notice. For reconnection of the non-paid service to occur, the billed Party will be required to make full payment of all past and current undisputed charges under this Agreement for the relevant services. Additionally, the Billing Party will request a deposit (or recalculate the deposit) as specified in Section 5.4.5 and 5.4.7 from the billed Party, pursuant to this Section. Both Parties agree, however, that the application of this provision will be suspended for the initial three (3) Billing cycles of this Agreement and will not apply to amounts billed during those three (3) cycles. In addition to other remedies that may be available at law or equity, each Party reserves the right to seek equitable relief, including injunctive relief and specific performance.

5.4.4 Should US Cellular or Malheur dispute, in good faith, any portion of the nonrecurring charges or monthly Billing under this Agreement, the Parties will notify each other in writing within fifteen (15) calendar Days following the payment Due Date identifying the amount, reason and rationale of such dispute. At a minimum, US Cellular and Malheur shall pay all undisputed amounts due. Both US Cellular and Malheur agree to expedite the investigation of any disputed amounts, promptly provide all documentation regarding the amount disputed that is reasonably requested by the other Party, and work in good faith in an effort to resolve and settle the dispute prior to initiating any other rights or remedies.

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

5.4.4.2 If a Party pays the charges disputed at the time of payment or at any time thereafter pursuant to Section 5.4.4.3, and the dispute is resolved in favor of the disputing Party the Billing Party shall, no later than the second Bill Date after the resolution of the dispute: (1) credit the disputing Party's bill for the disputed amount and any associated interest or (2) pay the remaining amount to US Cellular, if the disputed amount is greater than the bill to be credited. The interest calculated on the disputed amounts will be the same rate as late payment charges. In no event, however, shall any late payment charges be assessed on any previously assessed late payment charges.

5.4.4.3 If a Party fails to dispute a charge and discovers an error on a bill it has paid after the period set forth in section 5.4.4, the Party may dispute the bill at a later time through an informal process, through an Audit pursuant to the Audit provision of this Agreement, through the Dispute Resolution provision of this Agreement, or applicable state statutes or Commission rules. In no case, however, will any adjustments, credits or payments be made for errors or omission that are more than thirty-six (36) months old.

5.4.5 Each Party will determine the other Party's credit status based on previous payment history or credit reports such as Dun and Bradstreet. If a Party has not established satisfactory credit with the other Party according to the above provisions or the Party is repeatedly delinquent in making its payments, or the Party is being reconnected after a disconnection of service or discontinuance of the processing of orders by the Billing Party due to a previous nonpayment situation, the Billing Party may require a deposit to be held as security for the payment of charges before the orders from the billed Party will be provisioned and completed or before reconnection of service. "Repeatedly delinquent" means any payment received thirty (30) calendar Days or more after the payment Due Date, three (3) or more times during a twelve (12) month period. The deposit may not exceed the estimated total monthly charges for an average two (2) month period within the 1<sup>st</sup> three (3) months for all services. The deposit may be a surety bond if allowed by the applicable Commission regulations, a letter of credit with terms and conditions acceptable to the Billing Party, or some other form of mutually acceptable security such as a cash deposit. Required deposits are due and payable within thirty (30) calendar Days after demand.

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

US Cellular from any requirements of this Agreement.

5.4.7 The Billing Party may review the other Party's credit standing and modify the amount of deposit required but in no event will the maximum amount exceed the amount stated in 5.4.5.

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

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

## **5.5 Taxes**

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

## **5.6 Insurance**

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

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

5.6.1.2 Commercial General Liability insurance covering claims for bodily injury, death, personal injury or property damage occurring or arising out of the use or

occupancy of the premises, including coverage for independent contractor's protection (required if any work will be subcontracted), premises-operations, products and/or completed operations and contractual liability with respect to the liability assumed by each Party hereunder. The limits of insurance shall not be less than \$1,000,000 each occurrence and \$2,000,000 general aggregate limit.

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

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

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

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

## **5.7 Force Majeure**

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

5.7.2 If a Force Majeure Event shall occur, the Party affected shall give prompt notice to the other Party of such Force Majeure Event specifying the nature, date of inception and expected duration of such Force Majeure Event, whereupon such obligation or performance shall be suspended to the extent such Party is affected by such Force Majeure Event during the continuance thereof or be excused from such performance depending on the nature, severity and duration of such Force Majeure Event (and the other Party shall likewise be excused from performance of its obligations to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its reasonable efforts to avoid or remove the cause of nonperformance and the Parties shall give like notice and proceed to perform with dispatch once the causes are removed or cease. Notwithstanding the preceding, no delay or

other failure to perform shall be excused pursuant to this Section: (i) by the acts or omission of a Party's subcontractors, material, suppliers or other third persons providing products or services to such Party unless such acts or omissions are themselves the product of a Force Majeure Event, and unless such delay or failure and the consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform, or (ii) if such Party fails to implement any steps taken to mitigate the effects of a Force Majeure Event (e.g., disaster recovery plans) in a nondiscriminatory manner during the period performance is impaired.

5.7.3 Notwithstanding anything herein to the contrary, if any delay or non-performance described herein exceeds one hundred, twenty (120) calendar days, the Party owed such performance will have the right (but not the obligation) to terminate this Agreement without penalty or liability, other than amounts owed as of the date of termination. Such termination must be in writing.

## **5.8 Limitation of Liability**

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

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

5.8.3 Intentionally Left Blank.

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

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

## **5.9 Indemnity**

5.9.1 The Parties agree that unless otherwise specifically set forth in this Agreement the following constitute the sole indemnification obligations between and among the Parties:

5.9.1.1 Each of the Parties agrees to release, indemnify, defend and hold harmless the other Party and each of its officers, directors, employees and agents (each an Indemnitee) from and against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or

unknown, liquidated or unliquidated including, but not limited to, reasonable costs and expenses (including attorneys' fees), whether suffered, made, instituted, or asserted by any Person or entity, for invasion of privacy, bodily injury or death of any Person or Persons, or for loss, damage to, or destruction of tangible property, whether or not owned by others, resulting from the Indemnifying Party's breach of or failure to perform under this Agreement, regardless of the form of action, whether in contract, warranty, strict liability, or tort including (without limitation) negligence of any kind.

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

5.9.1.3 Reserved for Future Use.

5.9.1.4 Reserved for Future Use.

5.9.2 The indemnification provided herein shall be conditioned upon:

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

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

5.9.2.3 In no event shall the Indemnifying Party settle or consent to any judgment pertaining to any such action without the prior written consent of the Indemnified Party. In the event the Indemnified Party withholds consent, the Indemnified Party may, at its cost, take over such defense, provided that, in such event, the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the relevant Indemnified

Party against, any cost or liability in excess of such refused compromise or settlement.

## **5.10 Intellectual Property**

5.10.1 Except for a license to use any facilities or equipment (including software) solely for the purposes of this Agreement or to receive any service solely (a) as provided in this Agreement or (b) as specifically required by the then-applicable federal and state rules and regulations relating to Interconnection and access to Telecommunications facilities and services, nothing contained within this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, trade name trade mark, service mark, trade secret, or other proprietary interest or intellectual property right, now or hereafter owned, controlled or licensable by either Party. Neither Party may use any patent, copyright, logo, trademark, trade name, trade secret or other intellectual property rights of the other Party or its Affiliates without execution of a separate agreement between the Parties.

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

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

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

5.10.4 Intentionally Left Blank

5.10.5 Neither Party shall without the express written permission of the other Party, state or imply that: 1) it is connected, or in any way affiliated with the other or its Affiliates; 2) it is part of a joint business association or any similar arrangement with the other or its Affiliates; 3) the other Party and its Affiliates are in any way sponsoring, endorsing or certifying it and its goods and services; or 4) with respect to its marketing, advertising or promotional activities or materials, the resold goods and services are in any way associated with or originated from the other or any of its Affiliates.

5.10.6 Intentionally Left Blank

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

## 5.11 Warranties

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

## 5.12 Assignment

5.12.1 Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may assign or transfer this Agreement to a corporate Affiliate or an entity under its common control; without the consent of the other Party, provided that the performance of this Agreement by any such assignee is guaranteed by the assignor. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall



be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

**5.12.2 Intentionally Left Blank**

**5.12.3** Nothing in this section is intended to restrict US Cellular's rights to opt into a Wireless Interconnection Agreement under § 252 of the Act.

**5.13 Default**

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

**5.14 Disclaimer of Agency**

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

**5.15 Severability**

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

**5.16 Nondisclosure**

**5.16.1** All information, including but not limited to specifications, microfilm, photocopies, magnetic disks, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data, (i) furnished by one Party to the other Party dealing with business or marketing plans End User Customer specific, facility specific, or usage specific information, other than End User Customer information communicated for the purpose of providing Directory Assistance or publication of Directory Database, or (ii) in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary", or (iii) communicated and declared to the receiving Party at the time of delivery, or by written notice given to the receiving Party within ten (10) calendar Days after delivery, to be "Confidential" or "Proprietary" (collectively referred to as "Proprietary Information"), shall remain the property of the disclosing Party. A Party who

receives Proprietary Information via an oral communication may request written confirmation that the material is Proprietary Information. A Party who delivers Proprietary Information via an oral communication may request written confirmation that the Party receiving the information understands that the material is Proprietary Information. Each Party shall have the right to correct an inadvertent failure to identify information as Proprietary Information by giving written notification within thirty (30) Days after the information is disclosed. The receiving Party shall from that time forward, treat such information as Proprietary Information.

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

5.16.3 Each Party shall keep all of the other Party's Proprietary Information confidential and will disclose it on a need to know basis only. In no case shall retail marketing, sales personnel, or strategic planning have access to such Proprietary Information. The Parties shall use the other Party's Proprietary Information only in connection with this Agreement. Neither Party shall use the other Party's Proprietary Information for any other purpose except upon such terms and conditions as may be agreed upon between the Parties in writing.

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

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

5.16.5 Nothing herein is intended to prohibit a Party from supplying factual information about its network and Telecommunications Services on or connected to its network to regulatory agencies including the Federal Communications Commission and the Commission so long as

any confidential obligation is protected. In addition either Party shall have the right to disclose Proprietary Information to any mediator, arbitrator, state or federal regulatory body, the Department of Justice or any court in the conduct of any proceeding arising under or relating in any way to this Agreement or the conduct of either Party in connection with this Agreement, including without limitation the approval of this Agreement, or in any proceedings concerning the provision of InterLATA services by Malheur that are or may be required by the Act. The Parties agree to cooperate with each other in order to seek appropriate protection or treatment of such Proprietary Information pursuant to an appropriate protective order in any such proceeding.

5.16.6 Effective Date of this Section. Notwithstanding any other provision of this Agreement, the 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 Effective Date.

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

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

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

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

5.16.9.1.1 Upon the specific order of the Commission, Malheur may provide the forecast information that US Cellular has made available to Malheur under this Agreement, provided that Malheur shall first initiate any procedures necessary to protect the confidentiality and to prevent the public release of the information pending any applicable Commission procedures and further provided

that Malheur provides such notice as the Commission directs to US Cellular involved, in order to allow it to prosecute such procedures to their completion.

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

## **5.17 Survival**

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

## **5.18 Dispute Resolution**

5.18.1 If any claim, controversy or dispute between the Parties, their agents, employees, officers, directors or affiliated agents should arise, and the Parties do not resolve it in the ordinary course of their dealings (the "Dispute"), then it shall be resolved in accordance with this Section. Each notice of default, unless cured within the applicable cure period, shall be resolved in accordance herewith. Dispute resolution under the procedures provided in this Section 5.18 shall be the preferred, but not the exclusive remedy for all disputes between Malheur and US Cellular arising out of this Agreement or its breach. Each Party reserves its rights to resort to the Commission or to a court, agency, or regulatory authority of competent jurisdiction. Nothing in this Section 5.18 shall limit the right of either Malheur or US Cellular, upon meeting the requisite showing, to obtain provisional remedies (including injunctive relief) from a court before, during or after the pendency of any arbitration proceeding brought pursuant to this Section 5.18. However, once a decision is reached by the Arbitrator, such decision shall supersede any provisional remedy.

5.18.2 At the written request of either Party (the Resolution Request), and prior to any other formal dispute resolution proceedings, each Party shall within thirty (30) calendar Days after such Resolution Request designate a vice-presidential level employee or a representative with authority to make commitments to review, meet, and negotiate, in good faith, to resolve the Dispute. The Parties intend that these negotiations be conducted by non-lawyer, business representatives, and the locations, format, frequency, duration, and conclusions of these discussions shall be at the discretion of the representatives. By mutual agreement, the representatives may use other procedures, such as mediation, to assist in these negotiations. The discussions and correspondence among the representatives for the purposes of these negotiations shall be treated as Confidential Information developed for purposes of settlement, and shall be exempt from discovery and production, and shall not be admissible in any subsequent arbitration or other proceedings without the concurrence of both of the Parties.

5.18.3 If the vice-presidential level representatives or the designated representative with authority to make commitments have not reached a resolution of the Dispute within forty-five (45) calendar Days after the Resolution Request (or such longer period as agreed to in writing by the Parties), or if either Party fails to designate such vice-presidential level representative or their representative with authority to make commitments within thirty (30) calendar Days after the date of the Resolution Request, then either Party may request that the Dispute be settled by

arbitration. Notwithstanding the foregoing, a Party may request that the Dispute be resolved by arbitration two (2) calendar Days after the Resolution Request pursuant to the terms of Section 5.18.3.1. In any case, the arbitration proceeding shall be conducted by a single arbitrator, knowledgeable about the Telecommunications industry. The arbitration proceedings shall be conducted under the then-current rules for commercial disputes of the American Arbitration Association (AAA) or J.A.M.S./Endispute, at the election of the Party that initiates dispute resolution under this Section 5.18. Such rules and procedures shall apply notwithstanding any part of such rules that may limit their availability for resolution of a Dispute. The Federal Arbitration Act, 9 U.S.C. Sections 1-16, not state law, shall govern the arbitrability of the Dispute. The arbitrator shall not have authority to award punitive damages. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Each Party shall bear its own costs and attorneys' fees, and shall share equally in the fees and expenses of the arbitrator. The arbitration proceedings shall occur in the Portland, Oregon metropolitan area or in another mutually agreeable location. It is acknowledged that the Parties, by mutual, written agreement, may change any of these arbitration practices for a particular, some, or all Dispute(s).

5.18.3.1 All expedited procedures prescribed by the AAA or J.A.M.S./Endispute rules, as the case may be, shall apply to Disputes affecting the ability of a Party to provide uninterrupted, high quality services to its End User Customers, or as otherwise called for in this Agreement. A Party may seek expedited resolution of a Dispute if the vice-presidential level representative, or other representative with authority to make commitments, have not reached a resolution of the Dispute within two (2) calendar Days after the Resolution Request. In the event the Parties do not agree that a service affecting Dispute exists, the Dispute resolution shall commence under the expedited process set forth in this Section 5.18.3.1, however, the first matter to be addressed by the Arbitrator shall be the applicability of such process to such Dispute.

5.18.3.2 There shall be no discovery except for the exchange of documents deemed necessary by the Arbitrator to an understanding and determination of the Dispute. Malheur and US Cellular shall attempt, in good faith, to agree on a plan for such document discovery. Should they fail to agree, either Malheur or US Cellular may request a joint meeting or conference call with the Arbitrator. The Arbitrator shall resolve any Disputes between Malheur and US Cellular, and such resolution with respect to the need, scope, manner, and timing of discovery shall be final and binding.

#### 5.18.3.3 Arbitrator's Decision

5.18.3.3.1 The Arbitrator's decision and award shall be in writing and shall state concisely the reasons for the award, including the Arbitrator's findings of fact and conclusions of law.

5.18.3.3.2 An interlocutory decision and award of the Arbitrator granting or denying an application for preliminary injunctive relief may be challenged in a forum of competent jurisdiction immediately, but no later than ten (10) business days after the appellant's receipt of the decision challenged. During the pendency of any such challenge, any injunction ordered by the Arbitrator shall remain in effect, but the enjoined Party may make an application to the Arbitrator for appropriate security for the payment of such costs and damages as may be incurred or suffered by it if it is found to have been wrongfully enjoined, if such security has not previously been ordered. If the authority of competent

jurisdiction determines that it will review, a decision granting or denying an application for preliminary injunctive relief, such review shall be conducted on an expedited basis.

5.18.3.4 To the extent that any information or materials disclosed in the course of an arbitration proceeding contain proprietary, trade secret or Confidential Information of either Party, it shall be safeguarded in accordance with Section 5.16 of this Agreement, or if the Parties mutually agree, such other appropriate agreement for the protection of proprietary, trade secret or Confidential Information that the Parties negotiate. However, nothing in such negotiated agreement shall be construed to prevent either Party from disclosing the other Party's information to the Arbitrator in connection with or in anticipation of an arbitration proceeding, provided, however, that the Party seeking to disclose the information shall first provide fifteen (15) calendar Days notice to the disclosing Party so that that Party, with the cooperation of the other Party, may seek a protective order from the arbitrator. Except as the Parties otherwise agree, or as the Arbitrator for good cause orders, the arbitration proceedings, including hearings, briefs, orders, pleadings and discovery shall not be deemed confidential and may be disclosed at the discretion of either Party, unless it is subject to being safeguarded as proprietary, trade secret or Confidential Information, in which event the procedures for disclosure of such information shall apply.

5.18.4 Should it become necessary to resort to court proceedings to enforce a Party's compliance with the dispute resolution process set forth herein, and the court directs or otherwise requires compliance herewith, then all of the costs and expenses, including its reasonable attorney fees, incurred by the Party requesting such enforcement shall be reimbursed by the non-complying Party to the requesting Party.

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

5.18.6 Nothing in this Section is intended to divest or limit the jurisdiction and authority of the Commission or the FCC as provided by state and federal law.

5.18.7 In the event of a conflict between this Agreement and the rules prescribed by the AAA or J.A.M.S./Endispute, this Agreement shall be controlling.

5.18.8 This Section does not apply to any claim, controversy or Dispute between the Parties, their agents, employees, officers, directors or affiliated agents concerning the misappropriation of use of intellectual property rights of a Party, including, but not limited to, the use of the trademark, trade name, trade dress or service mark of a Party.

## **5.19 Controlling Law**

5.19.1 This Agreement is offered by Malheur and accepted by US Cellular in accordance with applicable federal law and the state law of Oregon. It shall be interpreted solely in accordance with applicable federal law and the state law of Oregon.

## **5.20 Reserved for Future Use**

## **5.21 Notices**

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

Malheur Home Telephone Company  
225 SW 2<sup>nd</sup> Street  
Ontario, Oregon 97914  
Attn: James Todd  
Phone: (541)-889-3009

With copy to:  
Qwest Law Department

Attention: Corporate Counsel, Interconnection  
1801 California Street, 49th Floor  
Denver, Colorado 80202

and to US Cellular at the address shown below:

United States Cellular Mobile Telephone Network  
8410 West Bryn Mawr Ave., Suite 700  
Chicago, Illinois 60631-3486  
Attn: Jim Naumann  
Phone: (773)-399-7070

With copy to:  
Stephen P. Fitzell, Esquire  
c/o Sidley Austin Brown & Wood LLP  
Bank One Plaza  
10 S. Dearborn Street  
Chicago, IL 60603

or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the earlier of the date of actual receipt, or the next business day when notice is sent via express mail or personal delivery, If personal delivery is selected to give notice, a receipt acknowledging such delivery must be obtained. Each Party shall inform the other of any change in the above contact Person and/or address using the method of notice called for in this Section 5.21.

## **5.22 Responsibility of Each Party**

5.22.1 Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of all employees assisting in the performance of such obligations.

### **5.23 No Third Party Beneficiaries**

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

### **5.24 Reserved for Future Use.**

### **5.25 Publicity**

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

### **5.26 Executed in Counterparts**

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

### **5.27 Compliance**

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

### **5.28 Compliance with the Communications Assistance Law Enforcement Act of 1994**

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

### **5.29 Cooperation**

5.29.1 The Parties agree that this Agreement involves the provision of Malheur services in ways such services were not previously available and the introduction of new processes and procedures to provide and bill such services. Accordingly, the Parties agree to work jointly and cooperatively in testing and implementing processes for pre-ordering, ordering, maintenance, Provisioning and Billing and in reasonably resolving issues which result from such implementation on a timely basis. Electronic processes and procedures are addressed in Section 11 of this Agreement.



### **5.30 Amendments**

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

### **5.31 Entire Agreement**

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

## **SECTION 6.0 – INTERCONNECTION**

### **6.1 Interconnection Facility Options**

6.1.1 This Section describes the Interconnection of Malheur's network and US Cellular's network for the purpose of exchanging Local, Non-Local, Transit and Jointly Provided switched Access (InterLATA and IntraLATA) traffic. Malheur will provide Interconnection at any technically feasible point within its network. Malheur's Wireless Interconnection Service is provided for the purpose of connecting End Office switches to End Office switches.

6.1.1.1 Malheur will provide to US Cellular Interconnection at least equal in quality to that provided to itself, to any subsidiary, affiliate, or any other party to which it provides Interconnection. Malheur will provide Interconnection under rates, terms and conditions that are just, reasonable and non-discriminatory.

### **6.1.2 Methods of Interconnection**

6.1.2.1 The Parties will negotiate the facilities arrangement used to interconnect their respective networks. US Cellular shall establish at least one Physical Point of Interconnection in Malheur territory in each LATA where the US Cellular has local End User Customers and/or has an NPA/NXX rated to a Rate Center within the LATA. The Parties shall establish, through negotiations a DS1 or DS3 Malheur Provided Entrance Facility.

6.1.2.1.1 Malheur Provided Entrance Facility. Interconnection may be accomplished through the provision of a DS1 or DS3 Entrance Facility. An Entrance Facility extends from the Malheur Serving Wire Center to US Cellular's switch location or POI. Entrance Facilities may not extend beyond the serving area, by the Malheur Serving Wire Center. The rates for Entrance Facilities are provided in Exhibit A. Malheur's Private Line Transport service is available as an alternative to entrance facilities, when US Cellular uses such Private Line Transport service for multiple services.

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

## **6.2 Exchange of Traffic**

### **6.2.1 Description**

6.2.1.1 Reciprocal traffic exchange addresses the exchange of traffic between US Cellular's network and Malheur's network. Reciprocal traffic exchange covered by this Agreement is for Wireless Interconnection for CMRS Carriers only in association with CMRS two-way services. Other Interconnections are covered by a separate agreement or Tariff. Wireless two-way Interconnection is intended for Wireless to Wireline or Wireline to Wireless, but not Wireline to Wireline communications. For purposes of this Agreement, non-CMRS is considered a Wireline architecture. The Wireless Interconnection provided shall not be used to terminate other types of traffic on Malheur's network, such as Wireline originated traffic. Where either Party interconnects and delivers traffic to the other from third parties, each Party shall bill such third parties the appropriate charges pursuant to its respective Tariffs or contractual offerings for

such third party terminations. The Parties agree to utilize the direct trunk group(s) as a first route choice and overflow to the Qwest local tandem or Qwest access tandem as a second route choice. Unless otherwise agreed to by the Parties, by an amendment to this Agreement, the Parties will directly exchange traffic between their respective networks without the use of third party transit providers.

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

6.2.1.2.1 Local Traffic as defined in this Agreement.

6.2.1.2.2 Non-Local traffic as defined in this Agreement.

6.2.1.2.3 Intentionally Left Blank

6.2.1.2.4 Transit Traffic as defined in this Agreement.

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

6.2.1.3.1 Directory Assistance

6.2.1.3.2 911/E911

6.2.1.3.3 Toll and Assistance Operator Services

6.2.1.3.4 Toll Free Services; and

6.2.1.3.5 ISP Bound Traffic.

## **6.2.2 Wireless Interconnection Requirements**

As a part of the Wireless Interconnection requirements, US Cellular will establish Type 2 trunk groups to the Malheur End Office switch.

6.2.2.1 Type 2B Interconnections

6.2.2.2 Type 2B Full Group Service Interconnection

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

## **6.2.3 Trunking Requirements**

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

6.2.3.2 Two-way trunk groups will be established wherever possible and where the Malheur switch can support the rating and billing of mobile to land traffic. Separate trunk groups will be established based on billing, signaling, and network requirements.

6.2.3.3 Although, two-way trunk groups are the preferred method of Interconnection, one-way trunk groups may be established. If either Party elects to provision its own one-way trunks for delivery of Local Traffic to be terminated on the other Party's network, the other Party must also provision its own one-way trunks to the extent that traffic volumes warrant.

6.2.3.4 Trunk group connections will be made at a DS1 or multiple DS1 level.

6.2.3.5 Host-Remote. When a Malheur Wire Center is served by a remote End Office switch, US Cellular may deliver traffic to the host Central Office or US Cellular may deliver traffic directly to the remote End Office switch only to the extent Malheur has arranged similar trunking for itself or others.

6.2.3.6 US Cellular is responsible to provide notification to all Carriers in the Local Calling Areas of US Cellular's change in routing when the US Cellular chooses to route its traffic in accordance with one of the following Malheur Interconnection trunking options:

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

6.2.3.7.1 The Parties will provision all trunking using SS7/CCS capabilities. Redundant MF signaling networks will not be provided unless specifically called for in this Agreement. When the SS7/CCS option becomes available in the Malheur network for said trunking, the Parties will provision new trunks using SS7. In addition, the Parties will jointly work to convert existing trunking to SS7, as appropriate.

6.2.3.7.2 Malheur and US Cellular are required to provide each other the proper signaling information (e.g., originating call party number and destination call party number, etc.) to enable each Party to issue bills in a complete and timely fashion. All CCS signaling parameters will be provided including Calling Party Number (CPN), valid Automatic Number Identification (ANI), Originating Line Information (OLI), calling party category, charge number, etc. All privacy indicators will be honored.

6.2.3.7.3 When the Parties interconnect via CCS for Jointly Provided switched Access Service, the Tandem provider will provide MF/CCS interworking as required for Interconnection with Interexchange Carriers who use MF signaling.

## **6.2.4 Terms and Conditions**

6.2.4.1 Transport and Termination of Local Traffic.

6.2.4.1.1 Local Traffic will be exchanged as Type 2 Service.

6.2.4.1.2 As negotiated between the Parties, the transport of Local Traffic may occur in several ways. The Parties may purchase transport services from each other or from a third party including a third party that has leased the Private Line Transport Service facility from Malheur. Such transport provides a transmission path for the Type 2 trunk to deliver the originating Party's Local Traffic to the terminating Party's End Office for call termination. This Section is not intended to expand either Party's obligation under Section 251(a) of the Act.

6.2.4.1.3 Malheur will provide Direct Trunked Transport LATA-wide where facilities are available. If Direct Trunked Transport is greater than fifty (50) miles in length, and existing facilities are not available in either Party's network, and the Parties cannot agree as to which Party will provide the facility, the Parties will construct facilities to a mid-point of the span.

#### 6.2.4.2 Non-Local Traffic

6.2.4.2.1 Non-Local Traffic will be exchanged over Type 2 facilities and usage will be rated using the FCC's Access Tariff and the applicable switched Access rates.

#### 6.2.4.3 Transit Traffic

6.2.4.3.1 To the extent technically feasible, the Parties involved in transporting Transit Traffic will deliver calls to each involved network with CCS/SS7 Protocol and the appropriate ISUP/TCAP messages to facilitate full interoperability and billing functions.

6.2.4.3.3 The originating company is responsible for payment of appropriate rates to the both the transit company and to the terminating company. In no event shall the transit company be obligated to pay termination charges to any other carrier.

6.2.4.3.5 If either Party receives an unqueried call from the other Party to a number that has been ported to another Telecommunications Carrier, the transit and query rates will apply.

#### 6.2.4.4 Intentionally Left Blank

#### 6.2.4.5 Interface Code Availability

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

#### 6.2.4.6 Signaling Options

##### 6.2.4.6.1 SS7 Out of Band Signaling

6.2.4.6.1.1 "Signaling System 7 Out of Band Signaling" or "SS7 Signaling" means the Common Channel Signaling (CCS) protocol used to digitally transmit call set-up and network control data over a special

signaling network fully separate from the public voice switched Network Elements that carry the actual call. For purposes of this Agreement, the terms "CCS" and "SS7" shall be interchangeable. SS7 Signaling should be the signaling of choice for Type 2 trunks where technically feasible for both Parties. Common Channel Signaling Access Capability Service may be obtained through a third party Signaling provider. Malheur and US Cellular, will provide for Interconnection of their signaling network for the mutual exchange of signaling information in accordance with the industry standards as described in Telcordia documents, including but not limited to GR-905 CORE, GR-954 CORE, GR-394 CORE and Qwest Technical Publication 77342.

#### 6.2.4.6.2 "Multi-Frequency Address Signaling" or "MF Signaling"

6.2.4.6.2.1 MF Signaling is a signaling method used to transmit address information and other information over voice frequency transmission facilities. It is also referred to as in-band signaling. Where SS7 signaling is not available or not technically feasible by both Parties, in-band Multi-Frequency (MF) wink start signaling will be used. When the SS7 option becomes available in both networks, the Parties will jointly work to convert existing MF Signaling to SS7.

#### 6.2.4.6.3 Clear Channel Capability

6.2.4.6.3.1 Clear Channel Capability (64CCC) permits 24 DS0-64 Kbps services or 1.536 Mbps of information on the 1.544 Mbps/s line rate. 64CCC is available for Type 2 trunks equipped with SS7 Out-of-Band Signaling. 64CCC must be requested on the order for the new Type 2 trunks. Where available to Malheur, Malheur will provide US Cellular with the same 64CCC on an alternate route or if necessary via an overlay network.

#### 6.2.4.7 Measurement of Terminating Local Minutes

6.2.4.7.1 Measurement of terminating Local minutes begins when the calling Party's switch receives answer supervision from the called Party's switch indicating the called Party has answered. The measurement of terminating call usage over Type 2 trunks ends when the calling Party's switch receives disconnect supervision from either the called Party's switch, indicating the called Party has disconnected, or the calling Party's switch, indicating the calling Party has disconnected, whichever is recognized first by the calling Party's switch. This is commonly referred to as "Conversation Time." The Parties will only charge for actual minutes of use and/or fractions thereof of completed calls. Minutes of use are aggregated at the end of the billing cycle by End Office and rounded to the nearest whole minute.

#### 6.2.4.8 Type 2 Forecasting

6.2.4.8.1 Both US Cellular and Malheur shall work in good faith to define a mutually agreed upon forecast of Type 2 trunking.

6.2.4.8.2 Both Parties shall have the obligation to participate in joint planning meetings at semi-annual intervals to establish trunk design and provisioning requirements. The Parties agree to provide mutual trunk forecast information to ensure End User Customer call completion between the Parties' networks. Such forecasts shall be for Type 2 trunking, which impacts the switch capacity and facilities of each Party.

6.2.4.8.3 switch capacity growth jobs requiring the addition of new switching modules may require six months for order and install. To align with the timeframe needed to provide for the requested facilities, including engineering, ordering, installation and make ready activities, the Parties will utilize Malheur standard forecast timelines, as defined in the standard Malheur Type 2 Trunk Forecast Forms for growth planning. For capacity growth, Malheur will utilize US Cellular semi-annual forecasts and near-term demand submitted on Unforecasted Demand Notification Form to ensure availability of switch capacity.

6.2.4.8.4 Each Party will utilize the forecast cycle outlined on the Malheur Type 2 Trunk Forecast Forms, which stipulates that forecasts be submitted on a semi-annual basis. The forecast will identify trunking requirements for a two-year period. From the semi-annual close date as outlined in the forecast cycle, the receiving Party will have one (1) month to determine network needs and place vendor orders which require a six (6) month minimum to complete the network build. Seven (7) months after submission of the initial forecast, Malheur will have the necessary capacity in place to meet the US Cellular forecast. After the initial Forecast, Malheur will ensure that capacity is available to meet US Cellular's needs as described in the US Cellular forecasts.

6.2.4.8.5 Both Parties will follow the forecasting and provisioning requirements of this Agreement for the appropriate sizing of trunks, and use of direct End Office routing.

6.2.4.8.6 In the event of a dispute regarding forecast quantities, the Parties will make capacity available in accordance with the lower forecast, while attempting to resolve the matter informally. If the Parties fail to reach resolution, the Dispute Resolution provision of this Agreement shall apply.

6.2.4.8.7 Joint planning meetings will be used to bring clarity to the process. Malheur shall work cooperatively with US Cellular in determining proper volumes of Interconnection facilities through joint, cooperative planning sessions. Each Party will provide adequate information associated with the Malheur Type 2 Trunk Forecast Forms in addition to its forecasts. No later than two weeks prior to the joint planning meetings, the Parties shall exchange information to facilitate the planning process. Both Parties shall provide information on major network projects anticipated for the following year that may impact the other Party's forecast or Interconnection requirements Malheur shall provide US Cellular a report reflecting then current spare capacity at each Malheur switch that may impact the Interconnection traffic. Malheur shall also provide a report reflecting then current blocking of local direct and alternate final trunk groups, Interconnection and non-Interconnection alike. US Cellular will be provided Interconnection trunk group data on its own trunks. The information is Malheur-proprietary, provided under non-disclosure and is to be used solely for

Interconnection network planning.

6.2.4.8.8 In addition to the above information, US Cellular shall provide:

- (a) Completed Malheur Type 2 Trunk Forecast Forms; and
- (b) Any planned use of an alternate Local Tandem Provider.

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

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

Malheur will notify US Cellular six (6) months prior to LERG amendment, the anticipation of a new Local Tandem switch.

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

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

6.2.4.8.12 The following terms shall apply to the forecasting process:

6.2.4.8.12.1 US Cellular forecasts shall be provided to Malheur as detailed in the standard Wireless Type 2 Trunk Forecast Form.

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

6.2.4.8.13 If a trunk group is consistently utilized (trunks required over trunks in service) at less than fifty percent (50%) of rated busy hour capacity each month of any consecutive three (3) month period, Malheur will notify US Cellular of Malheur's desire to resize the trunk group. Such notification shall include



Malheur's information on current utilization levels. If US Cellular does not submit an ASR to resize the trunk group within thirty (30) calendar Days of the written notification, Malheur may reclaim the unused facilities and rearrange the trunk group. When reclamation does occur, Malheur shall not leave the US Cellular assigned trunk group with less than twenty five percent (25%) excess capacity. Ancillary trunks are excluded from this treatment.

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

6.2.4.8.15 Interconnection facilities provided on a route that involves extraordinary circumstances may be subject to the Construction Charges, as detailed in Section 19 of this Agreement. When Malheur claims extraordinary circumstances exist, it must apply to the Commission for approval of such charges by showing that US Cellular alone is the sole cause of such construction. Malheur shall initiate such proceeding within ten (10) calendar Days of notifying US Cellular in writing that it will not construct the requested facilities, or within ten (10) calendar Days of notice from US Cellular in writing that Malheur must either commence construction of the facilities or initiate such proceeding with the Commission. In this proceeding, Malheur shall not object to using the most expeditious procedure available under state law, rule or regulation. Malheur shall be relieved of its obligation of constructing such facilities during the pendency of the proceeding before the Commission. If the Commission approves such charges, Malheur and US Cellular will share costs in proportion to each Party's use of the overall capacity of the route involved. Malheur and US Cellular may also choose to work in good faith to identify and locate alternative routes that can be used to accommodate US Cellular forecasted build. Extraordinary circumstances include, but are not limited to, natural obstructions such as lakes, rivers, or steep terrain, and legal obstructions such as governmental, federal, Native American or private rights of way. The standard Malheur forecast period of six (6) months may not apply under these circumstances. Construction Charges shall not apply in the event that construction is an augment of an existing route.

#### 6.2.4.9 Testing

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

#### 6.2.4.9.2 Testing Capabilities

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

6.2.4.9.2.2 In addition to Type 2 acceptance testing, other tests are available (e.g., additional cooperative acceptance testing, automatic scheduled testing, cooperative scheduled testing, manual scheduled testing, and non-scheduled testing) at the applicable rates found in Exhibit A, Miscellaneous Charges. Testing fees will be paid by US Cellular when requesting testing.

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

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

### **6.3 Reciprocal Compensation**

#### **6.3.1 Interconnection Facility Options**

6.3.1.1 The Reciprocal Compensation Provisions of this Agreement shall apply to the exchange of Local Traffic between US Cellular's network and Malheur's network. Where either Party interconnects and delivers traffic to the other from third parties, each Party shall bill such third parties the appropriate charges pursuant to its respective Tariffs, Price Lists or contractual offerings for such third party terminations. 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.

##### **6.3.1.2 Entrance Facilities**

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

6.3.1.2.2 If US Cellular chooses to use an existing facility purchased as Private Line Transport Service from the state or FCC Access Tariffs, the rates from those Tariffs will apply.

##### **6.3.1.3 Direct Trunked Transport is available as follows:**

6.3.1.3.1 Direct Trunked Transport (DTT) is available between the Serving Wire Center of the POI and Malheur's End Office switch. The applicable rates are described in Appendix A. DTT facilities are provided as dedicated DS3 or DS1 facilities.

6.3.1.3.2 Mileage shall be measured for DTT based on V&H coordinates between the Serving Wire Center of the POI and the Malheur r End Office.

6.3.1.3.3 Fixed and Per Mile Charges per DS1 and per DS3 are applicable and are defined for DTT in Appendix A of this Agreement.

### **6.3.2 Trunk Nonrecurring Charges**

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

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

### **6.3.3 Miscellaneous Charges**

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

6.3.3.2 Expedites for Type 2 trunk orders are allowed only on an exception basis with executive approval within the same timeframes as provided for other designed services. When expedites are approved, expedite charges will apply to TYPE 2 trunk orders based on rates, terms and conditions described in Exhibit A.

6.3.3.3 Construction charges are described in Section 19 and charges are contained in Exhibit A of this Agreement.

6.3.3.5 Miscellaneous Charges are defined in the Definitions Section.

### **6.3.4 Multiplexing**

6.3.4.1 Multiplexing options (DS1/DS3 MUX) are available at rates described in Exhibit A.

### **6.3.5 Facilities Credit**

6.3.5.1 When US Cellular leases facilities from Malheur for Entrance Facility (EF), Direct Trunked Transport (DTT) and Multiplexing, Malheur's charges shall be adjusted to account for the portion of the facility used to transport traffic originated by Malheur's End User Customers to US Cellular, as follows.

6.3.5.1.1 A credit will be calculated by multiplying the sum of the total monthly two way channel facility for the EF, DTT, and multiplexer state specific charges by a Percent Local Usage 2B(PLU 2B) factor of 0.25 (twenty-five percent). This PLU 2B factor can be updated every six months subject to review and validation by Malheur, based on a three-month study of actual usage of Malheur originated land to mobile traffic to total traffic exchanged between the Parties. This factor will be supplied to Malheur thirty (30) Days prior to its effective date. If US Cellular does not supply a new factor, the previous factor will remain in effect until the next update. This credit will be applied each month for the term of this Agreement.

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

## 6.3.6 Local Traffic

### 6.3.6.1 End Office Call Termination

6.3.6.1.1 The Parties agree that, because this state is a new market for US Cellular, end office call termination compensation for Exchange Service (EAS/Local) traffic shall be based upon the bill and keep mechanism, whereby neither Party charges the other Party reciprocal compensation for the termination of EAS/Local traffic originated by the other Party. Bill and keep shall govern compensation for such traffic exchanged by the Parties in this state until the earlier of: (1) the expiration of the agreement or (2) further action by the FCC, or a court of competent jurisdiction, vacates, replaces, modifies, or supersedes the applicable rules adopted in Order on Remand and Report and Order, CC Docket Nos. 96-98, 99-68, FCC 01-131 (rel. Apr. 27, 2001).

6.3.6.1.2 Neither Party shall be responsible to the other for call termination charges associated with third party traffic that transits such Party's network.

## 6.3.9 Non-Local Traffic

6.3.9.1 Applicable Malheur switched Access Tariff rates apply to Non-Local Traffic routed to an End Office. Applicable Malheur switched Access Tariff rates also apply to InterMTA and Roaming traffic originated by, or terminating to, Malheur. Relevant rate elements could include Direct Trunked Transport and Local switching, as appropriate.

6.3.9.2 For billing purposes, if either Party is unable to classify on an automated basis traffic delivered by US Cellular as Mobile to Land (M-L) InterMTA, traffic, intrastate or interstate, US Cellular will provide Malheur with a Percent M-L InterMTA factor, which represents the estimated portion of InterMTA traffic and Roaming traffic delivered by US Cellular. The M-L InterMTA factor is also applied to the measured mobile to land minutes of use terminated on Malheur's network to determine the portion of InterMTA minutes to be billed at interstate Access rates.

6.3.9.3 US Cellular will declare the M-L InterMTA factors initially and updated on a quarterly basis and take effect on January 1, April 1, July 1 and October 1 of each year of this Agreement unless otherwise agreed to by both Parties. US Cellular will provide the M-L InterMTA factors to Malheur thirty (30) Days prior to their effective date. If US Cellular does not provide a M-L InterMTA declaration either initially or quarterly, Malheur will use a default of three percent (3%) for the M-L InterMTA factor or the last declared M-L InterMTA factors, whichever is greater. Mail all M-L InterMTA declarations to:

**Qwest Corporation**  
Wireless Billing Manager  
250 Bell Plaza  
Room 601  
Salt Lake City, Utah 84111

6.3.9.4 For billing purposes, Malheur will use a Land to Mobile (L-M) InterMTA Percent Factor, which represents the estimated portion of total traffic delivered by Malheur to US Cellular that terminates (based on the first cell site of the Wireless End User Customer) outside the MTA in which the call originated. The L-M InterMTA factor

will be 3% unless proven otherwise by US Cellular thirty (30) Days prior to their effective date. The L-M InterMTA factor can be reevaluated (per request from either party) annually, based upon a study generated by US Cellular and acceptable by both parties.

6.3.9.5 The L-M InterMTA factor will be multiplied by the calculated Malheur originated Land to Mobile Minutes of Use (MOU). Malheur may reduce Reciprocal Compensation Credit LM MOU and bill US Cellular for the resulting MOU at interstate switched Access Tariff rates.

### **6.3.10 ISP Bound Traffic**

#### 6.3.10.1 ISP Bound Traffic

6.3.10.1.1 The Parties agree that ISP-bound traffic is interstate traffic and governed by the FCC's Order on Remand and Report and Order (Intercarrier Compensation for ISP-bound Traffic) CC Docket 01-131 (FCC ISP Order), effective June 14, 2001. However, the Parties agree to exchange ISP-bound traffic utilizing the bill and keep compensation mechanism. Bill and Keep will apply to end office call termination.

### **6.3.11 Transit Traffic Rates**

#### 6.3.11.1 Local Transit:

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

6.3.11.1.1.1 When Malheur receives an un-queried call from a Telecommunications Carrier to a number that has been ported to another Telecommunications Carrier central office within the Local Calling Area, and Malheur performs the query, mileage sensitive Tandem transmission rates will apply which reflect the distance to the End Office to which the call has been ported.

6.3.11.1.1.2 To determine the responsible originating Carrier of all calls for billing purposes, Malheur and US Cellular are required to utilize the Number Portability Administration Center (NPAC) database, or another database that is supported by Ordering and Billing Forum (OBF).

#### 6.3.11.2 Toll Transit

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

### **6.3.12 Reserved for Future Use**

### **6.3.13 Signaling Parameters**

6.3.13.1 Telecommunications Carriers are required to provide each other the proper signaling information (e.g., originating call party number and destination call party number, etc.) to enable each Party to issue bills in a complete and timely fashion. All CCS signaling parameters will be provided including Calling Party Number (CPN), Originating Line Information (OLI), calling party category, charge number, etc. All privacy indicators will be honored. If US Cellular fails to provide CPN (valid originating information), and cannot substantiate technical restrictions (i.e., MF signaling) such traffic will be billed as switched Access.

## **6.4 Ordering**

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

6.4.2 For each NXX code assigned to US Cellular by the NANPA, US Cellular will provide Malheur with the CLLI codes of the Qwest Tandems and US Cellular's Point of Interface to which traffic associated with the NXX will be routed. For NXX codes assigned to existing Type 2 trunk groups, US Cellular will also provide Malheur with the Malheur assigned Two-Six Code aka Trunk Group Serial Number (TGSN) to which each NXX will be routed.

6.4.3 When US Cellular has a DS3 Entrance Facility or has purchased a DS3 private line facility, US Cellular will order the appropriate DS1 facility required and identify the channels of the DS3 to be used to provide circuit facility assignments. Also, if US Cellular has a DS1 Entrance Facility or has purchased a DS1 private line facility, US Cellular will be responsible for identification of the DS0 channels of the DS1 private line to be used to provide circuit facility assignment.

6.4.4 A joint planning meeting will precede US Cellular orders for Type 2 Interconnection at new Points of Interconnection (POIs). These meetings will result in agreement and commitment that both Parties can implement the proposed plan and the transmittal of Access Service Requests (ASRs) to initiate order activity.

6.4.5 Service intervals and due dates for initial establishment of trunking arrangements at each location of Interconnection between the Parties will be determined on an Individual Case Basis.

6.4.6 Service intervals and due dates for the establishment of subsequent trunking arrangements for Interconnection between the Parties, will be in accordance with the guidelines for Type 2 contained in the Wireless Carrier Resource Guide, available on Qwest's web site: <http://www.qwest.com/wholesale/pcat/wireless.html>.

6.4.7 US Cellular may cancel an order for Type 2 service at any time prior to notification by Malheur that service is available for US Cellular's use, subject to cancellation charges described in State Access Tariffs. If US Cellular is unable to accept Type 2 Service within thirty (30) calendar Days after the original service date, US Cellular has the following options:

6.4.7.1 The order for Type 2 Service will be cancelled, and cancellation charges will apply, or Billing for the service will commence.

6.4.7.2 In such instances, the cancellation date or the date billing is to commence, depending on which option is selected by US Cellular, will be the 31st calendar Day beyond the original service date of the order for Type 2 Service.

**SECTION 7.0 – RESERVED**



**SECTION 8.0 - RESERVED**

**SECTION 9.0 - RESERVED**

## **SECTION 10.0 - NETWORK SECURITY**

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

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

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

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

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

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

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

10.8 Revenue Protection. Malheur shall make available to US Cellular all present and future fraud prevention or revenue protection features. These features include, but are not limited to, screening codes, information digits '29' and '70' which indicate prison and COCOT pay phone originating line types respectively; call blocking of domestic, international, 800, 888, 900, NPA-976, 700 and 500 numbers. Malheur shall additionally provide partitioned access to fraud prevention, detection and control functionality within pertinent Operations Support Systems which include but are not limited to LIDB Fraud monitoring systems.

10.8.1 Uncollectable or unbillable revenues resulting from, but not confined to,

Provisioning, maintenance, or signal network routing errors shall be the responsibility of the Party causing such error or malicious acts, if such malicious acts could have reasonably been avoided.

10.8.2 If USC disputes amount invoiced by Malheur under this Section, it shall dispute those invoices in accordance with the processes described in Section 5.4.4. To the extent that incremental costs are directly attributable to a revenue protection capability requested by US Cellular, those costs will be borne by US Cellular.

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

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

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

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

## **SECTION 11.0 - ACCESS TO OPERATIONAL SUPPORT SYSTEMS (OSS)**

### **11.1 Description**

11.1.1 Malheur has OSS interfaces using an electronic gateway solution consistent with the design prescribed by the FCC, Docket 96-98, FCC 96-325, paragraph 527. These gateways act as a mediation or control point between US Cellular's and Malheur's Operations Systems. These gateways provide security for the interface, protecting the integrity of the Malheur network and its databases. Malheur's operational systems interfaces have been developed to support Pre-ordering, Ordering and Provisioning, Maintenance and Repair and Billing. Included below is a description of the products and functions supported by Malheur OSS interfaces and the technology used by each.

### **11.2 OSS Support for Pre-Ordering, Ordering and Provisioning**

#### **11.2.1 ASR (Access Service Request) Ordering Process**

11.2.1.1 Malheur proposes the use of existing systems for orders placed using the ASR (Access Service Request) process. Systems in place today (EXACT) adhere to the existing standards directed by OBF (Ordering and Billing Forum). EXACT has an interface that accepts batch files via ConnectDirect from customers. It is the US Cellular's responsibility to obtain the appropriate software to access and interface with Malheur systems.

11.2.1.2 An alternative system managed by Malheur is one that customers access via dial-up. This system, TELIS, allows customers to directly input ASRs into a secured database and the customer can manage their ASRs accordingly. TELIS interfaces through a batch file process with EXACT to correctly process ASRs. It is the US Cellular's responsibility to obtain the appropriate software to access and interface with Malheur systems.

11.2.1.3 Type 2 Interconnection can be ordered electronically via EXACT and TELIS.

#### **11.2.2 Functions**

##### **11.2.2.1 Access Service Request (ASR)**

11.2.2.1.1 The ASR transaction allows US Cellular to submit an order.

##### **11.2.2.2 Firm Order Confirmation (FOC)**

11.2.2.2.1 Once an ASR is accepted by Malheur, the assigned service order number(s) is returned to US Cellular. Firm Order Confirmation means that Malheur has received the ASR, issued the order and assigned an order number for tracking. In addition, it identifies the due dates Malheur assigns to the order.

#### **11.2.3 Facility Based EDI Listing Process**

11.2.3.1 The Facility Based EDI Listing Process is a single interface from US Cellular to Malheur. This interface is compliant with OBF ASOG and ANSI ASC X.12 standards, version 4010. This interface enables US Cellular listing data to be translated

and passed into the Malheur listing database. After Malheur's daily batch processing, a Confirmation/Completion record (for every PON provided on input) is returned to US Cellular via an EDI 855 transaction.

11.2.3.2 Malheur will continue to make improvements to the electronic interfaces as the technology evolves, providing notification to US Cellular consistent with the provisions of this Section.

### **11.3 Hours of Operation**

11.3.1 Malheur Operational Support Systems will be available to US Cellular consistent with the Malheur retail operations and internal processes that support pre-ordering, ordering and provisioning, maintenance and repair, and billing as they are described in this Agreement.

### **11.4 Billing**

11.4.1 For products billed out of the Malheur IABS system, Malheur will utilize the existing CABS/BOS format and technology for the transmission of bills.

### **11.5 Outputs**

11.5.1 IABS Bill - The IABS (Interexchange Access Billing System) Bill includes monthly and one time charges plus a summary of any usage charges. These bills are segmented by product, LATA, billing account number (BAN) and bill cycle. The IABS Bill media is only provided in the following media:

- a) Paper
- b) NDM (Dedicated Circuit or dial-up)
- c) Internet/WEB (read only)
- d) Diskette

11.5.2 Reserved for Future Use

### **11.6 Modifications to OSS Interfaces**

11.6.1 US Cellular and Malheur agree to discuss the modification of OSS interfaces based upon evolving standards (e.g., data elements, protocols, transport networks, etc.) and guidelines issued by or referenced by relevant Alliance for Telecommunication Industry Solution (ATIS) Committees. Establishment of new, or changes to industry standards and guidelines will be reviewed on no less than a quarterly basis commencing on the effective date of this Agreement. This review will consider standards and guidelines that have reached final closure as well as those published in final form. Both Parties agree to evaluate evolving standards and determine the relevant modification to be implemented based upon the latest approved version adopted or the latest version reflecting final closure by the relevant ATIS committee or subcommittee. The Parties will use reasonable effort to reach closure upon the necessary changes within no more than three (3) months of initiating each review and to implement the changes within nine (9) months or earlier, if reasonably possible, unless there is agreement to a different implementation schedule.

11.6.2 In the course of establishing operational ready system interfaces between Malheur

and US Cellular to support local service delivery, US Cellular and Malheur may need to define and implement system interface specifications that are supplemental to existing standards. US Cellular and Malheur will submit such specifications to the appropriate standards committee and will work towards its acceptance as a standard.

11.6.3 Release updates will be based on regulatory obligations as dictated by the FCC or Commissions and, as time permits, the agreed to changes requested by the FORUM. Malheur will provide to US Cellular the features list for modifications to the interface ninety (90) Days prior to any release date. Specifications for interface modifications will be provided to US Cellular three (3) weeks prior to the release date. US Cellular is required to upgrade to the current release within six (6) months of the installation date.

11.6.4 This Section constitutes the entirety of the OSS agreement. Nothing beyond what is described herein should be implied or inferred.

## **11.7 US Cellular Responsibilities for Implementation of OSS Interfaces**

11.7.1 Before any US Cellular implementation can begin, US Cellular must completely and accurately provide detailed information needed by Malheur to establish service for US Cellular.

## **11.8 Wholesale Services (WS) Systems Help Desk**

11.8.1 The WS Systems Help Desk will provide a single point of entry for US Cellular to gain assistance in areas involving connectivity and File Outputs. These areas are further described below.

### 11.8.1.1 Connectivity

11.8.1.1.2 Connectivity covers trouble with US Cellular's access to the Malheur System for modem configuration requirements; T1 configuration and dial in string requirements; firewall access configuration; SecurID configuration; Profile Setup and password verification.

### 11.8.1.2 File Outputs

11.8.1.2.1 File outputs system errors are limited to IABS Bill and Category 11 Report.

11.8.1.3 The WS Systems Help Desk does not support status or trouble while the Service Order is processing through the ISC.

### 11.8.1.4 Hours of Operation

11.8.1.4.1 The WS Systems Help Desk is available Monday through Friday, 6:00 a.m. until 8:00 p.m. Mountain Time, excluding Malheur holidays.

## **11.9 Compensation/Cost Recovery**

11.9.1 Recurring and nonrecurring OSS startup charges, as applicable, will be billed at rates set forth in Exhibit A. Any such rates will be consistent with Existing Rules. Malheur shall not impose any recurring or nonrecurring OSS startup charges unless and until the Commission authorizes Malheur to impose such charges and/or approves applicable rates at the completion of appropriate cost docket proceedings.



## **SECTION 12.0 – MAINTENANCE AND REPAIR**

### **12.1 Service Levels**

12.1.1 Malheur will provide repair and maintenance for all services covered by this Agreement in substantially the same time and manner as that which Malheur provides for itself, its End User Customers, its Affiliates, or any other party.

12.1.2 During the term of this Agreement, Malheur will provide necessary maintenance business process support to allow US Cellular to provide similar service quality to that provided by Malheur to its End User Customers.

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

### **12.2 Service Interruptions**

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

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

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

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

12.2.5 Before either Party reports a trouble condition, it shall use its best efforts to isolate

the trouble to the other's facilities.

12.2.5.1 In cases where a trouble condition affects a significant portion of the other's service, the Parties shall assign the same priority provided to other interconnecting carriers, US Cellular and itself.

12.2.5.2 The Parties shall cooperate in isolating trouble conditions.

### **12.3 Trouble Isolation**

12.3.1 US Cellular is responsible for its own End User Customer base and will have the responsibility for resolution of any service trouble report(s) from its End User Customers. US Cellular will perform trouble isolation on services it provides to its End User Customers to the extent the capability to perform such trouble isolation is available to US Cellular, prior to reporting trouble to Malheur. Malheur will work cooperatively with US Cellular to resolve trouble reports when the trouble condition has been isolated and found to be in a portion of Malheur's network. Malheur and US Cellular will report trouble isolation test results to each other. Each Party shall be responsible for the costs of performing trouble isolation on its facilities.

12.3.2 A Maintenance of Service charge shall apply if the trouble is not in Malheur's facilities, including Malheur's facilities leased by US Cellular. Maintenance of Service charges are set forth in Exhibit A. When trouble is found on Malheur's side of the Point of Interface during the investigation of the initial or repeat trouble report for the same line or circuit within thirty (30) Days, Maintenance of Service charges shall not apply. If trouble is found in Malheur's Type 2 interconnection facilities leased by US Cellular and it is agreed by both Parties, Malheur is responsible for the trouble, Malheur agrees to provide US Cellular a prorated out of service adjustment on the monthly recurring charges impacted for the period of time the Type 2 facility was out of service.

### **12.4 Work Center Interfaces**

12.4.1 Malheur and US Cellular shall work cooperatively to develop positive, close working relationships among corresponding work centers involved in the trouble resolution processes.

### **12.5 Misdirected Repair Calls**

12.5.1 If US Cellular end-user customers experience problems with their circuits or services, provisioned with Malheur provided products and services, their first point of contact is US Cellular. Malheur provides repair services to US Cellular, for the Malheur Wireless Type 2 Products and Services that US Cellular purchased, in substantially the same time and manner as Malheur repairs similar services for itself, its end-user customers, its affiliates, and any other party. If US Cellular end-user customers call Malheur Repair Centers, the call is considered misdirected and the caller will be advised to contact US Cellular for assistance. Malheur will provide the end-user with US Cellular's contact information, if available. Specific details regarding Maintenance and Repair are available on Qwest's public web site located at <http://www.qwest.com/wholesale/clecs/maintenance.html>

## **12.6 Major Outages/Restoral/Notification**

12.6.1 Malheur will notify US Cellular of major network outages in substantially the same time and manner as it provides itself, its End User Customers, its Affiliates, or any other party. This notification will be via e-mail to US Cellular's identified contact. With the minor exception of certain Proprietary Information, Malheur will utilize the same thresholds and processes for external notification as it does for internal purposes. This major outage information will be sent via e-mail on the same schedule as is provided internally within Malheur. The email notification schedule shall consist of initial reports of abnormal condition and estimated restoration time/date, abnormal condition updates, and final disposition. Service restoration will be non-discriminatory, and will be accomplished as quickly as possible according to Malheur and/or industry standards.

12.6.2 Malheur will meet with associated personnel from US Cellular to share contact information and review Malheur's outage restoral processes and notification processes.

12.6.3 Malheur's emergency restoration process operates on a 7X24 basis.

## **12.7 Protective Maintenance**

12.7.1 Malheur will perform scheduled maintenance of substantially the same quality to that which it provides to itself, its End User Customer, its Affiliates, or any other party.

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

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

## **12.8 Hours of Coverage**

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

## **12.9 Escalations**

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

12.9.2 Malheur repair escalations may be initiated by either calling the trouble-reporting center or through the electronic interfaces. Escalations sequence through three tiers: tester, duty supervisor, president. The first escalation point is the tester. US Cellular may request escalation to higher tiers in its sole discretion. Escalation status is available through telephone and the electronic interfaces.

## **12.10 Dispatch**

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

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

## **12.11 Electronic Reporting**

12.11.1 US Cellular may submit Trouble Reports through the Electronic Bonding or GUI interfaces provided by Malheur.

12.11.2 The status of manually reported trouble may be accessed by US Cellular through electronic interfaces.

## **12.12 Intervals/Parity**

12.12.1 Trouble conditions reported on behalf of US Cellular will receive commitment intervals in substantially the same time and manner as Malheur provides for itself, its End User Customers, its Affiliates, or any other party.

## **12.13 Jeopardy Management**

12.13.1 Malheur will notify US Cellular in substantially the same time and manner as Malheur provides this information to itself, its End User Customers, its Affiliates, or any other party that a trouble report commitment (appointment or interval) has been or is likely to be missed. At US Cellular's option, notification may be sent by email or fax. US Cellular may telephone Malheur repair center or use the electronic interfaces to obtain jeopardy status.

## **12.14 Trouble Screening**

12.14.1 US Cellular shall screen and test its End User Customer's trouble reports completely to insure, to the extent possible, that it sends to Malheur only trouble reports that involve Malheur facilities. For services and facilities where the capability to test all or portions of the Malheur network service or facility rest with Malheur, Malheur will make such capability

available to US Cellular to perform appropriate trouble isolation and screening.

12.14.2 Malheur will cooperate with US Cellular to show US Cellular how Malheur screens trouble conditions in its own centers, so that US Cellular will employ similar techniques in its centers.

## **12.15 Maintenance Standards**

12.15.1 Malheur will cooperate with US Cellular to meet the maintenance standards outlined in this Agreement.

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

## **12.16 End User Customer Interfaces**

12.16.1 US Cellular will be responsible for all interactions with its End Users Customers including service call handling and notifying its End User Customers of trouble status and resolution.

## **12.17 Single Point of Contact**

12.17.1 Malheur will provide a single point of contact for US Cellular to report maintenance issues and trouble reports seven days a week, twenty-four hours a day. A single 7X24 trouble reporting telephone number will be provided to US Cellular for each category of trouble situation being encountered.

## **12.18 Network Information**

12.18.1 An information database is available to US Cellular for the purpose of allowing US Cellular to obtain information about Malheur's NPAs, LATAs, and Central Office.

12.18.2 This database is known as the ICONN database, available to US Cellular via Malheur's Web site.

12.18.3 NXX Activity Reports are included in this database.

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

## **12.19 Maintenance Windows**

12.19.1 Generally, Malheur performs major switch maintenance activities off-hours, during certain "maintenance windows".

12.19.2 Generally, the maintenance window is between 10:00 p.m. through 6:00 am Monday through Friday, and Saturday 10:00 p.m. through Monday 6:00 am, Mountain Time.

12.19.3 Although Malheur normally does major switch maintenance during the above maintenance window, there will be occasions where this will not be possible.

12.19.4 Planned generic upgrades to Malheur switches are included in the ICONN database, available to US Cellular via Malheur's Web site.

## **SECTION 13.0 - ACCESS TO TELEPHONE NUMBERS**

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

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

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

13.4 Each Party is responsible for administering numbering resources assigned to it. Each Party will cooperate to timely rectify inaccuracies in its LERG data. Each Party is responsible for updating the LERG data for NXX codes assigned to its switches. Each Party shall use the LERG published by Telcordia or its successor for obtaining routing information and shall provide through an authorized LERG input agent, all required information regarding its network for maintaining the LERG in a timely manner.

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

## **SECTION 14.0 - LOCAL DIALING PARITY**

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



**SECTION 15.0 – RESERVED**

**SECTION 16.0 – RESERVED**

**SECTION 17.0 – RESERVED**

## **SECTION 18.0 - AUDIT PROCESS**

- 18.1 "Audit" shall mean the comprehensive review of:
- 18.1.1 Data used in the billing process for services performed, including reciprocal compensation, and facilities provided under this Agreement; and
  - 18.1.2 Data relevant to provisioning and maintenance for services performed or facilities provided by either of the Parties for itself or others that are similar to the services performed or facilities provided under this Agreement.
- 18.2 The data referred to above shall be relevant to any performance indicators that are adopted in connection with this Agreement, through negotiation, arbitration or otherwise. This Audit shall take place under the following conditions:
- 18.2.1 Either Party may request to perform an Audit.
  - 18.2.2 The Audit shall occur upon thirty (30) business Days written notice by the requesting Party to the non-requesting Party.
  - 18.2.3 The Audit shall occur during normal business hours.
  - 18.2.4 There shall be no more than two Audits requested by each Party under this Agreement in any 12-month period.
  - 18.2.5 The requesting Party may review the non-requesting Party's records, books and documents, as may reasonably contain information relevant to the operation of this Agreement.
  - 18.2.6 The location of the Audit shall be the location where the requested records, books and documents are retained in the normal course of business.
  - 18.2.7 All transactions under this Agreement which are over twenty-four (24) months old will be considered accepted and no longer subject to Audit. The Parties agree to retain records of all transactions under this Agreement for at least 24 months.
  - 18.2.8 Each Party shall bear its own expenses occasioned by the Audit, provided that the expense of any special data collection shall be born by the requesting Party.
  - 18.2.9 The Party requesting the Audit may request that an Audit be conducted by a mutually agreed-to independent auditor. Under this circumstance, the costs of the independent auditor shall be paid for by the Party requesting the Audit.
  - 18.2.10 In the event that the non-requesting Party requests that the Audit be performed by an independent auditor, the Parties shall mutually agree to the selection of the independent auditor. Under this circumstance, the costs of the independent auditor shall be shared equally by the Parties.
  - 18.2.11 The Parties agree that if an Audit discloses error(s), the Party responsible for the error(s) shall, in a timely manner, undertake corrective action for such error(s).

All errors not corrected within thirty (30) business Days shall be escalated to the senior management or Vice President level.

18.3 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 this Agreement. The non-requesting Party reserves the right to require any non-employee who is involved directly or indirectly in any Audit or the resolution of its findings as described above to execute a nondisclosure agreement satisfactory to the non-requesting Party. To the extent an Audit involves access to information of other competitors, US Cellular and Malheur will aggregate such competitors' data before release to the other Party, to insure the protection of the proprietary nature of information of other competitors. To the extent a competitor is an affiliate of the Party being audited (including itself and its subsidiaries), the Parties shall be allowed to examine such affiliates' disaggregated data, as required by reasonable needs of the Audit.

## **SECTION 19.0 - CONSTRUCTION CHARGES**

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

## **SECTION 20.0 - NETWORK STANDARDS**

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

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

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

20.3.1 switching

GR-954-CORE LIDB

GR-2863-CORE AIN

GR-1428-CORE Toll Free Service

GR-1432-CORE TCAP

GR-905-CORE ISUP

GR-1357-CORE switched Fractional DS1

GR-1298-CORE AIN switching System Generic Requirements

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

TR-NWT-001284 AIN 0.1 switching System Generic Requirements

GR-905-CORE Common Channel Signaling Network Interface Specification

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

GR-305-CORE

GR-1429-CORE

GR-2863-CORE

FR-64 LATA LSSGR

GR-334-CORE switched Access Service

TR-NWT-000335 Voice Grade Special Access Services

TR-TSY-000529 Public LSSGR

TR-NWT-000505 LSSGR Call Processing

FR-NWT-000271 OSSGR

TR-NWT-001156 OSSGR Subsystem

SR-TSY-001171 System Reliability Analysis

### 20.3.2 Transport

Telcordia FR-440

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

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

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

TR-NWT-000507 Transmission

TR-NWT-000776 NID for ISDN Subscriber Access

TR-INS-000342 High Capacity Digital Special Access Service

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

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

### 20.3.3 Loops

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

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

GR-253-CORE SONET Common Generic Criteria

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

TR-TSY-000673 Operations Interface for an IDLC System

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

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



### Subscriber Lines

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

TR-NWT-008 and 303

TA-TSY-000120 Subscriber Premises or Network Ground Wire

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

TR-NWT-000239 Indoor Telephone Network Interfaces

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

TR-NWT-000133 Generic Requirements for Network Inside Wiring

#### 20.3.4 Local Number Portability

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

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

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

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

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

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

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

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

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

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

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

Docket 01-184; Released July 26, 2002.

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

Qwest Interconnection – Unbundled Loop #77384

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

Unbundled Dedicated Interoffice Transport - #77389

Competitive Local Exchange Carrier Installation/Removal Guidelines - #77390

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

---

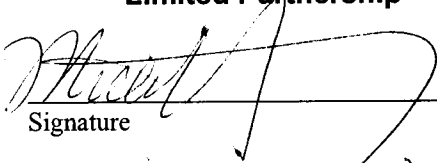
<sup>1</sup> Qwest now provides all Technical Publications to WSPs for no charge via the internet.

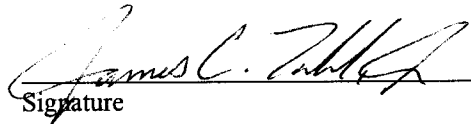
**SECTION 21.0 - SIGNATURE PAGE**

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

**Oregon RSA Number 2  
Limited Partnership**

**Malheur Home Telephone Company**

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

MICHAEL IRIZARRY  
Name Printed/Typed

~~James Jensen~~ JAMES C. TODD, JR  
Name Printed/Typed

CTO / EVP - ENGINEERING  
Title

President  
Title

4/25/05  
Date

5/5/05  
Date

**Wireless Type 2 Exhibit A  
Oregon**

Select the appropriate type of contract below. For cost docket changes, leave blank:			EAS / Local Traffic Reciprocal Compensation Election			Notes		
New			Reciprocal					
			Recurring	Recurring per Mile	Non-recurring	REC	REC per Mile	NRC
<b>Interconnection</b>								
<b>6.0</b>	<b>Interconnection Facility Option</b>							
6.1	Intentionally Left Blank							
6.2	Intentionally Left Blank							
<b>6.3</b>	<b>Reciprocal Compensation</b>							
6.3.1	Interconnection Facility Options					6		6
6.3.1.1	Entrance Facilities							
6.3.1.1.1	DS1		\$87.37		\$354.56	A		#
6.3.1.1.2	DS3		\$363.42		\$361.10	A		#
6.3.1.2	Direct Trunked Transport					6		6
6.3.1.2.1	DS1							
6.3.1.2.1.1	Over 0 to 8 Miles		\$37.94	\$0.49		B		B
6.3.1.2.1.2	Over 8 to 25 Miles		\$37.94	\$0.85		B		B
6.3.1.2.1.3	Over 25 to 50 Miles		\$37.94	\$1.16		B		B
6.3.1.2.1.4	Over 50 Miles		\$37.94	\$1.17		B		B
6.3.1.2.2	DS3							
6.3.1.2.2.1	Over 0 to 8 Miles		\$253.13	\$9.95		B		B
6.3.1.2.2.2	Over 8 to 25 Miles		\$253.13	\$10.19		B		B
6.3.1.2.2.3	Over 25 to 50 Miles		\$253.13	\$14.27		B		B
6.3.1.2.2.4	Over 50 Miles		\$253.13	\$21.11		B		B
6.3.2	Trunk Nonrecurring Charges							
6.3.2.1	DS1 Interface							6
6.3.2.1.1	First Trunk							
6.3.2.1.1.1	Manual				\$338.80			C, 8
6.3.2.1.1.2	Mechanized				\$288.11			C
6.3.2.1.2	Each Additional Trunk							
6.3.2.1.2.1	Manual				\$23.55			C, 8
6.3.2.1.2.2	Mechanized				\$23.55			C
6.3.2.2	DS3 Interface							
6.3.2.2.1	First Trunk							
6.3.2.2.1.1	Manual				\$337.87			C, 8
6.3.2.2.1.2	Mechanized				\$337.87			C
6.3.2.2.2	Each Additional Trunk							
6.3.2.2.2.1	Manual				\$23.11			C, 8
6.3.2.2.2.2	Mechanized				\$23.11			C
6.3.2.3	Trunk Routing Change, per Type 2 Trunk Group							
6.3.2.3.1	2A Direct Final to Alternate Final				\$82.52			1
6.3.2.3.2	Type 2 Routing Translation Change				\$82.52			1
6.3.3	Miscellaneous Charges							
6.3.3.1	Cancellation Charge							
6.3.3.2	Expedite Charge							
6.3.3.3	Construction Charges							
6.3.3.4	Additional Labor Other (Additional Testing)							
6.3.3.4.1	Additional Labor Other - Basic				\$30.68			5
6.3.3.4.2	Additional Labor Other - Overtime				\$40.84			5
6.3.3.4.3	Additional Labor Other - Premium				\$51.01			5
6.3.4	Multiplexing							
6.3.4.1	DS1 to DS0		\$212.76			A		
6.3.4.1.1	DS1 to DS0 Manual				\$165.28			C, 8
6.3.4.1.2	DS1 to DS0 Mechanized				\$97.28			C
6.3.4.2	DS3 to DS1		\$203.54			A		
6.3.4.2.1	DS3 to DS1 Manual				\$161.56			C, 8
6.3.4.2.2	DS3 to DS1 Mechanized				\$93.97			C
6.3.5	Intentionally Left Blank							
6.3.6	Exchange Services MTA / Local Traffic							
6.3.6.1	End Office Call Termination, per Minute Of Use		\$0.0013301			B		

**Wireless Type 2 Exhibit A  
Oregon**

Select the appropriate type of contract below. For cost docket changes, leave blank:			EAS / Local Traffic Reciprocal Compensation Election					
6.3.6.2	Tandem Switched Transport							
	6.3.6.2.1	Tandem Switching, per Minute Of Use	\$0.000690			#		
6.3.6.3	Tandem Transmission							
	6.3.6.3.1	Over 0 to 8 Miles	\$0.000372	\$0.000005		B	B	
	6.3.6.3.2	Over 8 to 25 Miles	\$0.000372	\$0.000007		B	B	
	6.3.6.3.3	Over 25 to 50 Miles	\$0.000372	\$0.000008		B	B	
	6.3.6.3.4	Over 50 Miles	\$0.000372	\$0.000012		B	B	
6.3.7	Intentionally Left Blank							
6.3.8	Intentionally Left Blank							
6.3.9	Non-Local Traffic		Qwest FCC Switched Access Tariff	Qwest FCC Switched Access Tariff				
6.3.10	ISP Bound Traffic							
	6.3.10.1	Local Traffic-FCC-ISP Rate Caps						
		6.3.10.1.1 MOU as of June 14, 2003, rates in effect until further FCC Action	\$0.0007			4		
6.3.11	Transit Traffic							
	6.3.11.1	Local Transit (Local Transit Assumed Mileage = 9 Miles)	See Tandem Switching and Tandem Transmission Rates Above.		See Tandem Switching and Tandem Transmission Rates Above.			
	6.3.11.2	IntraLATA Toll Transit	0.002143			1		
6.3.12	Jointly Provided Switched Access Services							
	6.3.12.1	Category 11 Mechanized Record Charge, per Record	\$0.001549			1		
7.0	Intentionally Left Blank							
8.0	Intentionally Left Blank							
9.0	Ancillary Service							
9.1	Local Number Portability							
	9.1.1	LNP Queries	See FCC Tariff #1 Sections 13 & 20		See FCC Tariff #1 Sections 13 & 20			
	9.1.2	LNP Managed Cuts						
		9.1.2.1 Standard Managed Cuts per person per Half Hour			\$27.74			5
		9.1.2.2 Overtime Managed Cuts per person per Half Hour			\$35.90			5
		9.1.2.3 Premium Managed Cuts per person per Half Hour			\$44.07			5
9.2	911 / E911		No Charge		No Charge			
9.3	White Pages Directory Listings, Facility Based Providers							
	9.3.1.1	Primary Listings	No Charge		No Charge			
	9.3.1.2	Premium / Privacy Listings	General Exchange Tariff Rate, Less Wholesale Discount		General Exchange Tariff Rate, Less Wholesale Discount			
9.4	Access to Poles, Ducts, Conduits and Rights of Way (ROW)							
	9.4.1	Pole Inquiry Fee, per Mile			\$356.68			5
	9.4.2	Innerduct Inquiry Fee, per Mile			\$243.80			5
	9.4.3	ROW Inquiry Fee			\$395.56			5
	9.4.4	ROW Document Preparation Fee			\$128.32			5
	9.4.5	Field Verification Fee, per Pole			\$21.39			5
	9.4.6	Field Verification Fee, per Manhole			\$199.30			5
	9.4.7	Planner Verification, Per Manhole			\$17.25			5
	9.4.8	Manhole Verification Inspector Per Manhole			\$96.24			5
	9.4.9	Manhole Make-Ready Inspector, per Manhole			\$256.65			5
	9.4.10	Transfer of Responsibility			\$111.57			5
	9.4.11	Pole Attachment Fee, per Foot, per Year					4	
		9.4.11.1 Urban						
		9.4.11.1.1 2004	\$4.26				4	
		9.4.11.1.2 2005	\$4.52				4	
		9.4.11.2 Non-Urban						
		9.4.11.2.1 2004	\$6.12				4	
		9.4.11.2.2 2005	\$6.84				4	
	9.4.12	Innerduct Occupancy Fee, per Foot, per Year	\$0.4218				4	
	9.4.13	Access Agreement Consideration			\$10.00			2

**Wireless Type 2 Exhibit A  
Oregon**

Select the appropriate type of contract below. For cost docket changes, leave blank:		EAS / Local Traffic Reciprocal Compensation Election				
9.4.14	Make Ready			ICB		3
9.5	Construction Charges		ICB	ICB	3	3
10.0	Intentionally Left Blank					
11.0	Access to Operational Support Systems (OSS) and Maintenance and Repair					
11.1	Development & Enhancements, per Order			No Charge at this Time		7
11.2	Ongoing Maintenance, per Order			No Charge at this Time		7
11.3	Usage Record File, per Record			No Charge at this Time		7
12.0	Maintenance and Repair					
12.1	Trouble Isolation					
12.1.1	Maintenance of Service for non-Qwest Trouble					
12.1.1.1	Maintenance of Service - Basic			\$30.68		5
12.1.1.2	Maintenance of Service - Overtime			\$40.84		5
12.1.1.3	Maintenance of Service - Premium			\$51.01		5
12.1.2	Dispatch for non-Qwest Trouble			\$128.56		5
13.0	Intentionally Left Blank					
14.0	Intentionally Left Blank					
15.0	Bona Fide Request Process					
15.1	Processing Fee			\$1,933.44		5

NOTES:

Unless otherwise indicated, all rates are pursuant to Oregon Public Utilities Commission Dockets listed below:

- A Cost Docket No. UM 844, Order No. 97-239, effective 9/15/97
- B Cost Docket UT-138 Phase II, Order No. 02-184, effective 5/9/03
- C Cost Docket UT-138 Phase III, Order No. 03-085, effective 5/9/03

# Voluntary Rate Reduction, Docket um 973, effective 1/22/03. Reductions reflected in the 12/3/02 Exhibit A.

- [1] Rates not addressed in a cost docket (TELRIC based where required)
- [2] Market-based rates not contained in current or pending Oregon Tariffs.
- [3] ICB, Individual Case Basis pricing.
- [4] Rates per FCC Guidelines using OR State Legislative Rules for usable pole space.
- [5] Proposed Rates in Docket UM 1025
- [6] DSO service is available for existing customers, as of 2/9/04
- [7] Qwest will not charge for this element until the Commission has an opportunity to review a rate in a future proceeding
- [8] Qwest is unable to mill Manual NRC rates at this time; the corresponding Mechanized NRC rate will be billed instead