
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.

1. PARTIES

	<i>Requesting Carrier</i>	<i>Affected Carrier</i>
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3. TYPE OF FILING (Check all that apply. For example, parties seeking to adopt a previously approved agreement with new negotiated amendments should check both "Adoption" and "Amendment" categories.)

Adoption: Adopts interconnection agreement previously approved by the Commission.
Parties to prior agreement _____ & _____
Approved in Docket ARB _____, Order No(s). _____

Does filing adopt amendments to base agreement previously approved by the Commission?
 NO
 YES, approved in Docket ARB _____, Order No(s). _____

New Agreement: Seeks approval of new negotiated agreement.
Does this filing replace an agreement between the same parties that was previously approved by the Commission?
 NO
 YES, approved in Docket ARB _____, Order No(s). _____

Amendment: Amends an existing carrier-to-carrier agreement.
If the original agreement was negotiated, has it been approved by Commission?
 NO, decision pending in Docket ARB _____
 YES, approved in Docket ARB _____, Order No(s). _____

If original agreement was an adoption, what was its docket number? Docket ARB _____

Other: Please explain.

Type 2 Wireless Interconnection Agreement

Between

Qwest Corporation f/k/a U S WEST Communications, Inc.

And

VoiceStream Wireless Corporation

For the State of Oregon

Agreement Number CDS-011023-0055

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PART A - GENERAL TERMS

This Type 2, two-way Wireless Interconnection Agreement is between VoiceStream Wireless Corporation ("VoiceStream"), a Delaware corporation and Qwest Corporation f/k/a U S WEST Communications, Inc. ("Qwest"), a Colorado corporation. VoiceStream is licensed by the Federal Communications Commission ("FCC") as a Commercial Mobile Radio Service ("CMRS") provider. Services provided by Qwest to VoiceStream under this Agreement are provided pursuant to VoiceStream's role as two-way CMRS provider of two-way traffic.

(A)1. SCOPE OF AGREEMENT

- (A)1.1 Pursuant to this negotiated Type 2 Wireless Interconnection Agreement ("Agreement"), VoiceStream, a CMRS provider, and Qwest (collectively, "the Parties") will extend certain arrangements to one another within the geographical areas in which both Parties are providing local exchange service at that time, and for which Qwest is the incumbent Local Exchange Carrier within the state of Oregon for purposes of offering Wireless to Wireline or Wireline to Wireless services. This Agreement includes terms, conditions, and prices for Wireless network Interconnection, access to Unbundled Network Elements, (UNEs), and ancillary network services. It will be submitted to the Oregon Public Utilities Commission ("Commission") for approval. Notwithstanding this mutual commitment, however, the Parties enter into this Agreement without prejudice to any positions they have taken previously, or may take in the future in any legislative, regulatory, or other public forum addressing any matters, including matters related to the types of arrangements prescribed by this Agreement.
- (A)1.2 The provisions in this Agreement are based, in large part, on the existing state of the law, rules, regulations and interpretations thereof, as of the date hereof (the "Existing Rules"). Among the Existing Rules are or could be the results of arbitrated decisions by the Commission which are currently being challenged by Qwest. Among the Existing Rules are certain FCC rules and orders that are the subject of, or affected by, the opinion issued by the Supreme Court of the United States in *AT&T Corp., et al. v. Iowa Utilities Board, et al.* on January 25, 1999. Although that opinion is legally-binding, many of the Existing Rules, including rules concerning which Network Elements are subject to unbundling requirements, may be changed or modified during legal proceedings that follow the Supreme Court opinion. Nothing in this Agreement shall be deemed an admission by Qwest concerning the interpretation or effect of the Existing Rules or an admission by Qwest that the Existing Rules should not be vacated, dismissed, stayed or modified. Nothing in this Agreement shall preclude or estop Qwest 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, dismissed, stayed or modified. To the extent that the Existing Rules are changed, vacated, dismissed, stayed or modified, then the Parties shall amend this Agreement and all contracts adopting all or part of this Agreement pursuant to Section 252(i) of the Act, shall be amended to reflect such modification or change of the Existing Rules. Where the Parties fail to agree upon such an amendment, it shall be resolved in accordance with the Dispute Resolution provision of this Agreement. It is expressly understood

that this Agreement will be corrected to reflect the outcome of generic pricing proceedings by the Commission. This Section 1.2 shall be considered part of the rates, terms and conditions of each interconnection service, resale and network element arrangement contained in this Agreement, and this Section 1.2 shall be considered legitimately related to the purchase of each interconnection service, service for resale, and network element arrangement contained in this Agreement.

- (A)1.3 This Agreement sets forth the terms, conditions and prices under which Qwest agrees to provide certain ancillary functions and additional features to VoiceStream, all for the sole purpose of providing Telecommunications Services. The Agreement also sets forth the terms, conditions and prices under which the Parties agree to provide Type 2 Interconnection and reciprocal compensation for the exchange of traffic between Qwest and VoiceStream for purposes of offering Telecommunications Services.
- (A)1.4 In the performance of their obligations under this Agreement, the Parties shall act in good faith and consistently with the intent of the Act. Where notice, approval or similar action by a Party is permitted or required by any provision of this Agreement, (including, without limitation, the obligation of the Parties to further negotiate the resolution of new or open issues under this Agreement) such action shall not be unreasonably delayed, withheld or conditioned.
- (A)1.5 Qwest may make services, functionalities and features available to VoiceStream under this Agreement consistent with the way they are available to other Wireless Service Providers, without a formal amendment to this Agreement. Nothing herein prevents either Party from raising other issues through additional good faith negotiations.
- (A)1.6 This Agreement is structured in the following format:
- Part A - General Terms
 - Part B - Reciprocal Traffic Exchange
 - Part C - Collocation
 - Part D - Unbundled Network Elements
 - Part E - Ancillary Services
 - Part F - Miscellaneous Provisions
 - Part G - Rates
 - Part H - Signature
- (A)1.7 Prior to placing any orders for services under this Agreement, the Parties will jointly complete Qwest's "WSP Questionnaire". This questionnaire will then be used to:
- Determine geographical requirements
 - Identify VoiceStream Ids
 - Determine Qwest system requirements to support VoiceStream specific activity
 - Collect credit information
 - Obtain billing information
 - Create summary bills
 - Establish input and output requirements

Create and distribute Qwest and VoiceStream contact lists
Identify client hours and holidays

(A)2. DEFINITIONS

- (A)2.1 "Access Service Request" or "ASR" means the industry standard forms and supporting documentation used for Telecommunications Carriers to request Interconnection, Access, and Private Line Services from Qwest. The ASR may be used in conjunction with a mechanized interface to order Wireless Type 2 Interconnection between VoiceStream and Qwest.
- (A)2.2 "Access Services" refers to the tariffed interstate and intrastate switched access and private line transport services offered for the origination and/or termination of interexchange traffic, including phone to phone voice interexchange traffic that is transmitted over a carriers' packet switched network using protocols such as TCP/IP (see each Party's appropriate state and interstate access Tariffs).
- (A)2.3 "Access Tandem" means a Qwest switching system that provides a concentration and distribution function for originating and terminating traffic between end offices and an IXC's location. In short, a type of Central Office Switch specifically designed to provide equal access for all IXCs in that area. The Access Tandem provides the IXC with access to more than one End Office Switch within the LATA. More than one Access Tandem may be needed to provide access to all end offices within a LATA.
- (A)2.4 "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 a Commission within its state of jurisdiction.
- (A)2.5 "Automatic Number Identification" or "ANI" means a signaling parameter which refers to the number transmitted through a network identifying the billing number of the calling party.
- (A)2.6 "Basic Exchange Telecommunications Service" means a service offered to end users which provides the end user with a telephonic connection to, and a unique local telephone number address on, the public switched telecommunications network, and which enables such end user 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 statement and unless otherwise agreed, Basic Exchange Telecommunications Service includes access to ancillary services such as 911, directory assistance and operator services.
- (A)2.7 "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 users 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 traffic that transits each others networks.

- (A)2.8 "Bona Fide Request" or "BFR" means a request for a new interconnection or unbundled element not already available in this Agreement for the provision of local telecommunications services.
- (A)2.9 "Busy Line Verify/Busy Line Interrupt" or "BLV/BLI Traffic" means an operator service call in which the caller inquires as to the busy status of or requests an interruption of a call on another end user's Basic Exchange Telecommunications Service line.
- (A)2.10 "Call Termination" - see "Termination."
- (A)2.11 "Call Transport" - see "Tandem Switched Transport."
- (A)2.12 "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 Bellcore Technical Pub. 77342.
- (A)2.13 "Carrier" - see "Telecommunications Carrier."
- (A)2.14 "Central Office Switch" means a switch used to provide Telecommunications Services, including, but not limited to:
 - (A)2.14.1 "End Office Switches" which are used to terminate end user station loops for the purpose of interconnecting to each other and to trunks and
 - (A)2.14.2 "Tandem Office Switches" which are used to connect and switch trunk circuits between and among other End Office Switches. Access Tandems exchange access traffic, Toll/Access Tandems exchange intraLATA toll traffic and Local Tandems exchange EAS/Local traffic. Access and Toll/Access Tandems functions are frequently combined in the same switch, and may be physically located in the same central office as a Local Tandem.
- (A)2.15 "Collocation" is an arrangement where space is provided in a Qwest Central Office for the placement of VoiceStream's transmission equipment to be used for the purpose of Interconnection with Qwest Unbundled Network Elements or Local Interconnection Service. Qwest offers four (4) Collocation arrangements: Virtual Collocation, Physical Collocation, Cageless Physical Collocation and Interconnection Distribution Frame (ICDF) Collocation.
- (A)2.16 "Commercial Mobile Radio Service" or "CMRS" is a radio communication service carried on between mobile stations or receivers and land stations communications among themselves. CMRS includes both one-way and two-way radio communication services which are available to the public and provided for profit.

- (A)2.17 "Commission" means the state regulatory agency with lawful jurisdiction over telecommunications.
- (A)2.18 "Common Channel Signaling" or "CCS" means a method of digitally transmitting 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. The CCS protocol used by the Parties shall be Signaling System 7 ("SS7"). For purposes of this Agreement, the terms "CCS" and "SS7" shall be interchangeable.
- (A)2.19 "Conversation Time" means the measurement of Type 2 Interconnection usage which begins when VoiceStream'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 VoiceStream's customer or the disconnection signal from the terminating End Office.
- (A)2.20 "Co-Provider" means an entity authorized to provide Local Exchange Service that does not otherwise qualify as an incumbent Local Exchange Carrier ("LEC").
- (A)2.21 "Customer" means a third-party that subscribes to Telecommunications Services provided by either of the Parties. For purposes of this Agreement, unless the context of this Agreement otherwise requires the terms, "end user", "Customer", and "subscriber" shall be interchangeable.
- (A)2.22 "Digital Signal Level" means one of several transmission rates in the time division multiplexing hierarchy.
- (A)2.22.1 "Digital Signal Level 0" or "DS0" is the 64 KBPS worldwide standard speed for digitizing one voice conversation using pulse code modulation. There are 24 DS0 channels in a DS1.
- (A)2.22.2 "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.
- (A)2.22.3 "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.
- (A)2.23 "Entrance Facility" or "EF" means the dedicated facility between the CMRS provider's POI and the Qwest Serving Wire Center. This is also referred to as "Network Access Channel" or "NAC".
- (A)2.24 "Exchange Access" means the offering of access to telephone exchange services or facilities for the purpose of the origination or termination of telephone toll services.

- (A)2.25 "Exchange Message Record" or "EMR" is the standard used for exchange of telecommunications message information between telecommunications providers for billable, non-billable, sample, settlement and study data. EMR format is contained in BR-010-200-010 CRIS Exchange Message Record, a Bellcore document that defines industry standards for exchange message records.
- (A)2.26 "Extended Area Service (EAS)/Local Traffic" (Exchange Service) means traffic originated by an end user of one Party and terminated to an end user of the other Party as defined in accordance with Qwest's then current EAS/Local serving areas, as determined by the state Commission. See also "Local Calling Area."
- (A)2.27 "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.
- (A)2.28 "Information Services Access" means the offering of access to Information Services Providers.
- (A)2.29 "Integrated Digital Loop Carrier" means a subscriber loop carrier system, which integrates with or within the switch at a DS1 level (twenty-four (24) Local Loop Transmission paths combined into a 1.544 MBPS digital signal).
- (A)2.30 "Interconnect & Resale Resource Guide" is a Qwest document that includes the Service Interval Guide (SIG). The SIG contains the Qwest intervals for Wireless services available under this Agreement. It is available on Qwest's Web Site.
- (A)2.31 "Interconnection" is as described in the Act and refers to the connection between Telecommunications Carrier's networks for the purpose of transmission and routing of Telephone Exchange Service.
- (A)2.32 "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.
- (A)2.33 "Interexchange Carrier" or "IXC" means a carrier that provides interLATA or IntraLATA Toll services.
- (A)2.34 "InterLATA" describes telecommunications functions originating in one LATA and terminating in another.
- (A)2.35 Inter Local Calling Area ("InterLCA Facility") is an interconnection DS1 offering that allows VoiceStream to establish a virtual POC in a distant calling area.
- (A)2.36 "InterMTA" describes telecommunications functions originating in one MTA and terminating in another.

- (A)2.37 “IntraLATA” describes telecommunications functions originating and terminating in the same LATA.
- (A)2.38 “IntraLATA Toll” (Exchange Access) is defined in accordance with Qwest’s current intraLATA toll serving areas, as determined by the state Commission.
- (A)2.39 “Jointly Provided Switched Access” refers to the provisioning, operation and billing of Switched Access to the IXC when two or more Carriers are involved in transmitting a call to or from an IXC, which is the toll provider for the call (i.e., the IXC either bills the end user or has a reverse billing arrangement with another party to compensate it for the end user’s toll charges). Standard industry guidelines, MECAB and MECOD, shall be followed in relation to this traffic.
- (A)2.40 “Local Exchange Routing Guide” or “LERG” is the publication which contains routing information for NXX codes.
- (A)2.41 “Local Access and Transport Area” or “LATA” denotes a geographical area established for the provision and administration of telecommunications service. It encompasses one or more designated exchanges, which are grouped to serve common social, economic and other purposes.
- (A)2.42 “Local Calling Area” or “LCA” is a geographic area defined either by the MTA or the Qwest Extended Area Service (EAS) boundaries.
- (A)2.42.1 “MTA/Local” means the geographic area defined by the MTA within which VoiceStream provides CMRS services. Local Interconnection rates apply for traffic originated and terminated within the same MTA. Traffic excluded from MTA/Local includes roaming traffic, as defined in the FCC First Report and Order 96-325 47CFR 51701 (b) (2), and Switched Access traffic.
- (A)2.42.2 “EAS/Local” means the geographic area defined by the EAS boundaries as determined by the Commission and defined in Qwest’s Local and/or General Exchange Service tariff. LEC customers may complete a call without incurring toll charges. Traffic terminated by Qwest Customers within their EAS boundary is considered to be EAS/Local; Qwest Customers are billed toll charges for traffic terminated outside of their EAS boundary.
- (A)2.43 “Local Tandem” is a Qwest switching system that switches calls to and from end offices within the state Commission defined Wireline Local Calling Area for call completion.
- (A)2.44 “Major Trading Area (MTA)” is a geographic area established in Rand McNally’s 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.

- (A)2.45 "MECAB" refers to the Multiple Exchange Carrier Access Billing (MECAB) document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), that functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document, published by Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an Access Service provided by two (2) or more Co-Providers and/or WSPs, or by one (1) Co-Provider or one (1) WSP in two (2) or more states within a single LATA.
- (A)2.46 "MECOD" refers to the Multiple Exchange Carriers Ordering and Design (MECOD) Guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), that functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECOD document, published by Bellcore as Special Report SR STS-002643, establishes recommended guidelines for processing orders for access service that is to be provided by two (2) or more Carriers. It is published by Bellcore as Special Report SR-BDS-000983.
- (A)2.47 "Mid-Span Meet" is a Point of Interconnection between two (2) networks, designated by two (2) Telecommunications Carriers, at which one carrier's responsibility for service begins and the other carrier's responsibility ends.
- (A)2.48 "Mobile Switching Center" or "MSC" is a switch designed to provide Wireless service to a Wireless subscriber.
- (A)2.49 "Multifrequency Address Signaling" or "MF" denotes a signaling method in which a combination of two (2) out of six (6) voiceband frequencies are used to represent a digit or a control signal.
- (A)2.50 "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.
- (A)2.51 "Network Access Channel" or "NAC" means the dedicated facility between the CMRS provider's POI and the Qwest Serving Wire Center. This is also referred to as an Entrance Facility (EF).
- (A)2.52 "Non-Local" is traffic that is interMTA, roaming, and/or Switched Access traffic. Reciprocal Compensation does not apply to Non-Local Traffic. For traffic originated by VoiceStream, this includes InterMTA traffic and IntraMTA traffic delivered to Qwest via an IXC. For traffic delivered to VoiceStream, Non-Local includes all traffic carried by an IXC, traffic destined for VoiceStream's subscribers that are roaming in a different MTA, and all InterMTA/IntraLATA traffic.
- (A)2.53 "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.

- (A)2.54 "NXX" means the fourth, fifth and sixth digits of a ten-digit telephone number.
- (A)2.55 "Operator Tandem" means a Qwest switching system that provides a traffic concentration and distribution function for Qwest operator assisted traffic.
- (A)2.56 "Party" means either Qwest or VoiceStream and "Parties" means Qwest and VoiceStream.
- (A)2.57 "Point of Interface", or "Point of Interconnection" "POI" is a physical location where Carrier is interconnected with the Local Exchange Carrier Network. The POI is the connection point(s) between VoiceStream and Qwest, the technical interfaces(s), test point(s), and point(s) for operational division of responsibility.
- (A)2.58 "Port" means an access point on a central office switch or MSC, but does not include switch features.
- (A)2.59 "Rate Center" means the specific geographic point and its corresponding geographic area, (associated with one (1) or more specific NPA-NXX codes and various Wire Centers), being used for billing and measuring Basic Exchange Telecommunications Service. For example, a Rate Center will normally include several Wire Centers within its geographic area, with each Wire Center having one (1) or more NPA-NXXs.
- (A)2.60 "Rate Center Area" is the geographic area within which the LEC provides local basic exchange services for NPA-NXX designations associated with a particular Rate Center.
- (A)2.61 "Reciprocal Compensation Credit" is defined as a monetary credit for two-way Wireline to Wireless traffic (except for Calling Party Pays) which is originated by a Qwest Wireline end user within the LATA, transported by Qwest, and terminates to VoiceStream's Wireless subscriber within the MTA/Local area. When more than two (2) carriers are involved in transporting a call, Reciprocal Compensation Credit does not apply.
- (A)2.62 "Service Control Point" or "SCP" means a signaling end point that acts as a database to provide information to another signaling end point (i.e., Service Switching Point or another SCP) for processing or routing certain types of network calls. A query/response mechanism is typically used in communicating with an SCP.
- (A)2.63 "Service Switching Point" or "SSP" is a telephone switch that performs call processing on traffic that originates, tandems, or terminates at that site. Such call processing includes the generation of SS7 messages to transfer call-related information to other SSP's and sending a query to an SCP for instructions on call routing. SSPs are interconnected by SS7 links.

- (A)2.64 "Serving Wire Center" (SWC) denotes the Qwest office from which dial tone for local exchange service should, absent special arrangements such as Foreign Exchange (FX) or Foreign Central Office (FCO) service, be provided to VoiceStream.
- (A)2.65 "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.
- (A)2.66 "Signaling Transfer Point" or "STP" means a signaling point that performs message routing functions and provides information for the routing of messages between signaling end points. An STP transmits, receives and processes Common Channel Signaling ("CCS") messages.
- (A)2.64 "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. Switched Access traffic, as specifically defined in Qwest's state and interstate Switched Access Tariffs, is traffic that originates at one of the Party's end users and terminates at an IXC point of presence, or originates at an IXC point of presence and terminates at one of the Party's end users, whether or not the traffic transits the other Party's network.
- (A)2.67 "Tandem Switched Transport" is the tandem switching and transmission of terminating traffic from the tandem to the terminating Party's End Office Switch that directly serves the called party; may also be called "Call Transport" or "Tandem Transmission."
- (A)2.68 "Tandem Transmission" - see "Tandem Switched Transport."
- (A)2.69 "Tariff" as used throughout this Agreement refers to Qwest interstate Tariffs and state Tariffs, price lists, price schedules, catalogs and service agreements.
- (A)2.70 "Telecommunications Carrier" or "Carrier" means any provider of Telecommunications Services, except that such term does not include aggregators of Telecommunications Services (as defined in Section 226 of the Act). A Telecommunications Carrier shall be treated as a common carrier under the Act only to the extent that it is engaged in providing Telecommunications Services, except that the Federal Communications Commission shall determine whether the provision of fixed and mobile satellite service shall be treated as common carriage.

- (A)2.71 "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.
- (A)2.72 "Telephone Exchange Service" means (A) service within a telephone exchange, or within a connected system of telephone exchanges within the same exchange area operated to furnish to subscribers intercommunicating service of the character ordinarily furnished by a single exchange, and which is covered by the exchange service charge, or (B) comparable service provided through a system of switches, transmission equipment, or other facilities (or combination thereof) by which a subscriber can originate and terminate a telecommunications service.
- (A)2.73 "Termination" involves the terminating Party's End Office Switching and delivery of terminating traffic from that End Office Switch to the called party's location - may also be called "Call Termination."
- (A)2.74 "TGSR" is the notification the Qwest Trunk Forecasting Group sends to the Service Delivery Center to advise of blocking conditions on Carrier trunk groups.
- (A)2.75 "Toll/Access Tandem" means a Qwest switching system that provides a traffic concentration and distribution function for Qwest toll traffic. This toll traffic includes all IntraLATA toll and land-to-mobile interLATA toll.
- (A)2.76 "Transit Traffic" is traffic that originates from one Carrier's network, 'transits' another Carrier's network substantially unchanged, and terminates to yet another Carrier's network. For the purpose of this Agreement, transit excludes traffic scenarios where an IXC is the toll provider for the call. Those scenarios are covered under Jointly Provided Switched Access.
- (A)2.77 "Transport" - see "Tandem Switched Transport."
- (A)2.78 "Trunk Group" is a set of trunks of common routing origin and destination and which serve a like purpose or function, e.g., a 2A Local Tandem Connection or a 2B High Usage Group Connection are each separate Trunk Groups.
- (A)2.79 "Trunk Utilization" means the utilization of Type 2 trunk facilities as a percent busy.
- (A)2.80 Qwest's Web Site is <http://www.uswest.com/com/customers/carrier>.
- (A)2.81 "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. However, for purposes of Collocation service, Wire Center shall mean those points eligible for such connections as specified in the FCC Docket No. 91-141, and rules adopted pursuant thereto.

- (A)2.82 “Wireless” is telecommunications services provided by a CMRS carrier in accordance with its CMRS license(s).
- (A)2.83 “Wireless Carrier Resource Guide” is a Qwest document that provides essential information needed for VoiceStream to request services available under this Agreement. It is available on Qwest’s Web Site.
- (A)2.84 “Wireless Service Provider” or “WSP” means a CMRS provider of local service.
- (A)2.85 “Wireline” are telecommunications services provided by Qwest or other non-CMRS Telecommunications Carriers.

Terms not otherwise defined here, but defined in the Act shall have the meaning defined there. Where a term is defined in the regulations implementing the Act but not in this Agreement, the Parties do not necessarily intend to adopt the definition as set forth in said regulations.

(A)3. TERMS AND CONDITIONS

(A)3.1 General Provisions

- (A)3.1.1 Each Party shall use its best efforts to comply with the Implementation Schedule provisions that will be mutually agreed upon by the Parties.
- (A)3.1.2 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.
- (A)3.1.3 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 users, and each Party may discontinue or refuse service if the other Party violates this provision. Upon such violation, either Party shall provide the other Party notice of such violation at the earliest practicable time.
- (A)3.1.4 Each Party is solely responsible for the services it provides to its end users and to other Telecommunications Carriers.
- (A)3.1.5 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.
- (A)3.1.6 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.

(A)3.2 Term of Agreement

This Agreement shall become effective June 14, 2001, subject to Commission approval, pursuant to Sections 251 and 252 of the Act, and shall terminate on, September 14, 2003 and shall be binding upon the Parties during that term. After the date specified above, this Agreement shall continue in force and effect until terminated by either Party providing one hundred sixty (160) days written notice of termination to the other Party. The day the notice is served will determine the starting point for a 160 day negotiation period (in accordance with 252(b)1 of the Act). In the event of such termination, existing or pending service arrangements made available under this Agreement shall continue in total without interruption under either a) a new or adoption agreement executed by the Parties, or b) tariff terms and conditions generally available to all Co-Providers.

(A)3.2.1 If the Parties are unable to negotiate a new agreement during the negotiation period described above, the window of opportunity to file for arbitration to resolve outstanding contractual issues in accordance with the Act will occur between days 135 and 160 of the 160 day notice period.

(A)3.2.2 If the Parties are able to reach agreement, this Agreement shall continue for the brief period of time needed to secure the Commission's approval of an adoption or a new interconnection/resale agreement. In the case of Section (A)3.2.1, this Agreement will expire on the termination date specified in the one hundred sixty (160) day notice referenced above unless a petition for arbitration has been filed, but if such a petition has been filed then this Agreement shall continue for the period necessary for the Commission to act and resolve the disputed issues so that the Parties will have an effective interconnection/resale agreement.

(A)3.3 Availability of Other Agreements

(A)3.3.1 With regard to availability to other agreements, the Parties agree that the provisions of 252(i) of the Act shall apply, including State, Federal, Commission and Court interpretive regulations and decisions in effect from time to time.

(A)3.4 Payment

(A)3.4.1 Amounts payable under this Agreement are due and payable within thirty (30) calendar days after the date of invoice. If the normal payment due date is a Saturday or legal holiday that falls on a Tuesday, Wednesday, Thursday or Friday then payment is due on the previous business day as a payment due date. If the normal payment due date is a Sunday or legal holiday that falls on a Monday

then the payment defaults to the next business day. Billing and collection of usage charges by VoiceStream from its end users shall have no bearing on the amount or timeliness of VoiceStream's payment obligation to Qwest. Qwest is solely responsible for making all Reciprocal Compensation Credits due to VoiceStream under this Agreement and the billing and collection of usage charged by Qwest from its end users shall have no bearing on the amount or timeliness of its credit obligations to VoiceStream.

- (A)3.4.2 Should VoiceStream dispute, in good faith, any portion of the Qwest monthly billing under this Agreement, VoiceStream will notify Qwest in writing within thirty (30) calendar days of the receipt of such billing, identifying the amount, reason and rationale of such dispute. VoiceStream shall pay all amounts due. Both VoiceStream and Qwest agree to expedite the investigation of any disputed amounts in an effort to resolve and settle the dispute prior to initiating any other rights or remedies. Should the dispute be resolved in VoiceStream's favor and the resolved amount did not appear as a credit on VoiceStream's next invoice from Qwest, Qwest will reimburse VoiceStream the resolved amount plus interest from the date of payment. The amount of interest will be calculated using the late payment factor that would have applied to such amount had it not been paid on time.
- (A)3.4.3 Qwest will determine VoiceStream's credit status based on previous payment history with Qwest or credit reports such as Dun and Bradstreet. If VoiceStream has not established satisfactory credit with Qwest or if VoiceStream is repeatedly delinquent in making its payments, Qwest may require a deposit to be held as security for the payment of charges. "Repeatedly delinquent" means any payment received after the due date three or more times during a 12 month period. The deposit may not exceed the estimated total monthly charges for a two (2) month period. The deposit may be a surety bond, a letter of credit with terms and conditions acceptable to Qwest or some other form of mutually acceptable security such as a cash deposit. Required deposits are due and payable within ten (10) calendar days after demand in accordance with Commission requirements.
- (A)3.4.4 Interest will be paid on cash deposits at the rate applying to deposits under applicable State Access tariff. Cash deposits and accrued interest will be credited to VoiceStream's account or refunded, as appropriate, upon the earlier of the termination of this Agreement or the establishment of satisfactory credit with Qwest which will generally be one (1) full year of timely payments in full by VoiceStream. The fact that a deposit has been made does not relieve VoiceStream from any requirements of this Agreement.
- (A)3.4.5 Qwest may review VoiceStream's credit standing and modify the amount of deposit required.

- (A)3.4.6 The late payment charge for amounts that are billed under this Agreement shall be in accordance with State Access tariff.

(A)3.5 Taxes

Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's 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 resale tax exemption certificate is provided, no exemptions will be applied.

(A)3.6 Insurance

VoiceStream 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.

- (A)3.6.1 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.
- (A)3.6.2 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 VoiceStream hereunder. The limits of insurance shall not be less than \$1,000,000 each occurrence and \$2,000,000 general aggregate limit.
- (A)3.6.3 Comprehensive 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.
- (A)3.6.4 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.

- (A)3.6.5 “All Risk” Property coverage on a full replacement cost basis insuring all of VoiceStream personal property situated on or within the premises. VoiceStream may elect to purchase business interruption and contingent business interruption insurance. Qwest has no liability for loss of profit or revenues should an interruption of service occur.
- (A)3.6.6 VoiceStream and Qwest each waive any and all rights of recovery against the other, or against the officers, employees, agents, representatives of the other, or other tenants for loss or damage to such waiving Party arising from any cause covered by any property insurance required to be carried by such Party. Each Party shall give notice to insurance carrier(s) that the mutual waiver of subrogation is contained in this Agreement.
- (A)3.6.7 Upon the execution hereof, VoiceStream shall provide certificate(s) of insurance evidencing coverage, and annually thereafter within ten (10) calendar days of renewal of any coverage maintained pursuant to this Section. Such certificates shall: (1) name Qwest as an additional insured under commercial general liability coverage as respects Qwest’s interests; (2) provide Qwest 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 Qwest; and (4) policy(s) provide severability of interest/cross liability coverage.

(A)3.7 Force Majeure

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

(A)3.8 Limitation of Liability

- (A)3.8.1 Except for losses relating to or arising out of any act or omission in its performance of services or functions provided under this Agreement, each Party shall be liable to the other for direct damages for any loss, defect or equipment failure including without limitation any penalty,

reparation or liquidated damages assessed by the Commission or under a Commission-ordered agreement (including without limitation penalties or liquidated damages assessed as a result of cable cuts), resulting from the causing Party's conduct or the conduct of its agents or contractors in performing the obligations contained in this Agreement.

- (A)3.8.2 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.
- (A)3.8.3 Except for indemnity obligations, each Party's liability to the other Party for any loss relating to or arising out of any act or omission in its performance of this Agreement, whether in contract or in tort, shall be limited to the total amount that is or would have been charged to the other Party by such breaching Party for the service(s) or function(s) not performed or improperly performed.
- (A)3.8.4 Nothing contained in this Section shall limit either Party's liability to the other for intentional, malicious misconduct.
- (A)3.8.5 Nothing contained in this Section shall limit either Party's obligations of indemnification as specified in the Indemnity Section of this Agreement.
- (A)3.8.6 Neither Party shall be liable to the other under any theory including indemnity on account of such Party's failure or neglect to have or maintain a system or systems that are Year 2000 compliant. As the Parties approach the Year 2000, date information associated with any interfaces between the Parties is expected to remain as it is. Any changes in the interface format associated with date information will be negotiated and agreed to by the Parties prior to any changes.

(A)3.9 Indemnity

- (A)3.9.1 With respect to third party claims, the Parties agree to indemnify each other as follows:
 - (A)3.9.1.1 Except for claims made by end users of one Party against the other Party, which claims are based on defective or faulty services provided by the other Party to the one Party, 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, costs and attorneys' fees, whether suffered, made, instituted, or asserted by any other party or person, for invasion of privacy, personal injury to or death of any person or persons, or for loss, damage to, or destruction of property, whether or not owned by others, resulting from the indemnifying Party's performance, breach of applicable law, or status of its employees, agents and subcontractors; or for failure to perform under this Agreement, regardless of the form of action.

(A)3.9.1.2 Where the third party claim is made by (or through) an end user of one Party against the other Party, which claim is based on defective or faulty services provided by the other Party to the one Party then there shall be no obligation of indemnity unless the act or omission giving rise to the defective or faulty services is shown to be intentional, malicious misconduct of the other Party.

(A)3.9.1.3 If the claim is made by (or through) an end user and where a claim is in the nature of a claim for invasion of privacy, libel, slander, or other claim based on the content of a transmission, and it is made against a Party who is not the immediate provider of the Telecommunications Service to the end user (the indemnified provider), then in the absence of fault or neglect on the part of the indemnified provider, the Party who is the immediate seller of such Telecommunications Service shall indemnify, defend and hold harmless the indemnified provider from such claim.

(A)3.9.2 The indemnification provided herein shall be conditioned upon:

(A)3.9.2.1 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.

(A)3.9.2.2 The indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the indemnified Party may engage separate legal counsel only at its sole cost and expense.

(A)3.9.2.3 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.

(A)3.10 Intellectual Property

- (A)3.10.1 Each Party hereby grants to the other Party the limited, personal and nonexclusive right and license to use its patents, copyrights and trade secrets but only to the extent necessary to implement this Agreement or specifically required by the then applicable federal and state rules and regulations relating to Interconnection and access to telecommunications facilities and services, and for no other purposes. Nothing in this Agreement shall be construed as the grant to the other Party of any rights or licenses to trademarks.
- (A)3.10.2 The rights and licenses above are granted "AS IS" and the other Party's exercise of any such right and license shall be at the sole and exclusive risk of the other Party. Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other based on or arising from any claim, demand, or proceeding (hereinafter "claim") by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision of any facilities by either Party under this Agreement constitutes infringement, or misuse or misappropriation of any patent, copyright, trade secret, or any other proprietary or intellectual property right of any third party.
- (A)3.10.3 As a condition to the access or use of patents, copyrights, trade secrets and other intellectual property (including software) owned or controlled by a third party to the extent necessary to implement this Agreement or specifically required by the then applicable federal and state rules and regulations relating to Interconnection and access to telecommunications facilities and services, the Party providing access may require the other upon written notice, from time to time, to obtain a license or permission for such access or use, make all payments in connection with obtaining such license, and provide evidence of such license.
- (A)3.10.4 Except as expressly provided in this Intellectual Property Section, nothing in this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, logo, trademark, tradename, trade secret or any other intellectual property right now or hereafter owned, controlled or licensable by either Party. Neither Party may use any patent, copyright, logo, trademark, tradename, trade secret or other intellectual property right of the other Party or its affiliates without execution of a separate agreement between the Parties.

- (A)3.10.5 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 advertising or promotional activities or materials, that the resold goods and services are in any way associated with or originated from the other or any of its affiliates. Nothing in this paragraph shall prevent either Party from truthfully describing the network elements it uses to provide service to its end users, provided it does not represent the network elements as originating from the other Party or its affiliates.
- (A)3.10.6 VoiceStream acknowledges the value of the marks “Qwest” and “U S WEST” (the “Marks”) and the goodwill associated therewith and acknowledges that such goodwill is a property right belonging to Qwest Communications International, Inc. (the “Owner”). VoiceStream recognizes that nothing contained in this Agreement is intended as an assignment or grant to VoiceStream of any right, title or interest in or to the Marks and that this Agreement does not confer any right or license to grant sublicenses or permission to third parties to use the Marks and is not assignable. VoiceStream will do nothing inconsistent with the Owner’s ownership of the Marks, and all rights, if any, that may be acquired by use of the Marks shall inure to the benefit of the Owner. VoiceStream will not adopt, use (other than as authorized herein), register or seek to register any marks anywhere in the world which is identical or confusingly similar to the Marks or which is so similar thereto as to constitute a deceptive colorable imitation thereof or to suggest or imply some association, sponsorship, or endorsement by the Owner. The Owner makes no warranties regarding ownership of any rights in or the validity of the Marks.

(A)3.11 WARRANTIES

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

(A)3.12 Assignment

- (A)3.12.1 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; however, if VoiceStream’s assignee or transferee has an

Interconnection agreement with Qwest, no assignment or transfer of this Agreement shall be effective without the prior written consent of Qwest. Such consent shall include appropriate resolutions of conflicts and discrepancies between the assignee's or transferee's interconnection agreement and this Agreement. 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.

(A)3.12.2 Without limiting the generality of the foregoing subsection, any merger, dissolution, consolidation or other reorganization of VoiceStream, or any sale, transfer, pledge or other disposition by VoiceStream of securities representing more than 50% of the securities entitled to vote in an election of VoiceStream's board of directors or other similar governing body, or any sale, transfer, pledge or other disposition by VoiceStream of substantially all of its assets, shall be deemed a transfer of control. If any entity, other than VoiceStream, involved in such merger, dissolution, consolidation, reorganization, sale, transfer, pledge or other disposition of VoiceStream has an interconnection agreement with Qwest, the Parties agree that only one agreement, either this Agreement or the interconnection agreement of the other entity, will remain valid. All other interconnection agreements will be terminated. The Parties agree to work together to determine which interconnection agreement should remain valid and which should terminate. In the event the Parties cannot reach agreement on this issue, the issue shall be resolved through the Dispute Resolution process contained in this Agreement.

(A)3.13 Default

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.

(A)3.14 Disclaimer of Agency

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.

(A)3.15 Intentionally left blank for numbering consistency.

(A)3.16 Nondisclosure

- (A)3.16.1 All information, including but not limited to specifications, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data, (i) furnished by one Party to the other Party dealing with end user specific, facility specific, or usage specific information, other than end user 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.
- (A)3.16.2 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 (1) copy for archival purposes.
- (A)3.16.3 Each Party shall keep all of the other Party's Proprietary Information confidential and 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.
- (A)3.16.4 Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Proprietary Information as:
- (A)3.16.4.1 was at the time of receipt already known to the receiving Party free of any obligation to keep it confidential evidenced by written records prepared prior to delivery by the disclosing Party; or

- (A)3.16.4.2 is or becomes publicly known through no wrongful act of the receiving Party; or
 - (A)3.16.4.3 is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation to the disclosing Party with respect to such information; or
 - (A)3.16.4.4 is independently developed by an employee, agent, or contractor of the receiving Party which individual is not involved in any manner with the provision of services pursuant to the Agreement and does not have any direct or indirect access to the Proprietary Information; or
 - (A)3.16.4.5 is disclosed to a third person by the disclosing Party without similar restrictions on such third person's rights; or
 - (A)3.16.4.6 is approved for release by written authorization of the disclosing Party; or
 - (A)3.16.4.7 is required to be made public by the receiving Party pursuant to applicable law or regulation provided that the receiving Party shall give sufficient notice of the requirement to the disclosing Party to enable the disclosing Party to seek protective orders.
- (A)3.16.5 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.
- (A)3.16.6 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 date of this Agreement.

(A)3.17 Survival

Any liabilities or obligations of a Party for acts or omissions prior to the cancellation or termination of this Agreement; any obligation of a Party under the provisions regarding indemnification, Confidential 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.

(A)3.18 Dispute Resolution

- (A)3.18.1 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 the dispute resolution process set forth in this Section. Each notice of default, unless cured within the applicable cure period, shall be resolved in accordance herewith.
- (A)3.18.2 At the written request of either Party, and prior to any other formal dispute resolution proceedings, each Party shall designate an officer-level employee, at no less than the vice president level, 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.
- (A)3.18.3 If the vice-presidential level representatives have not reached a resolution of the Dispute within thirty (30) calendar days after the matter is referred to them, then either Party may demand that the Dispute be settled by arbitration. Such an 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 of the American Arbitration Association ("AAA"). 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. All expedited procedures prescribed by the AAA rules shall apply. 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 Denver, Colorado metropolitan area. 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).
- (A)3.18.4 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.

(A)3.18.5 Nothing in this Section is intended to divest or limit the jurisdiction and authority of the Commission or the Federal Communications Commission as provided by state or federal law.

(A)3.18.6 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.

(A)3.19 Controlling Law

This Agreement was negotiated by the Parties in accordance with the terms of the Act and the laws of the state where service is provided hereunder. It shall be interpreted solely in accordance with the terms of the Act and the applicable state law in the state where the service is provided.

(A)3.20 Joint Work Product

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

(A)3.21 Responsibility for Environmental Contamination

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

(A)3.22 Notices

Any notices required by or concerning this Agreement shall be sent to the Parties at the addresses shown below:

Qwest Communications, Inc.
Director Interconnection Compliance
1801 California, Room 2410
Denver, CO 80202

With copy to:
Qwest Law Department

Attention: General Counsel, Interconnection
1801 California Street, 51st Floor
Denver, CO 80202

David A. Miller, Esq.
Vice President of Legal Affairs
VoiceStream Wireless Corporation
12920 SE 38th St.
Bellevue, WA 98006

With copy to:
Chris Sykes
Telco Services Manager
VoiceStream Wireless Corporation
12920 SE 38th St.
Bellevue, WA 98006

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

(A)3.23 Responsibility of Each Party

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

(A)3.24 No Third Party Beneficiaries

This Agreement does not provide and shall not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other privilege.

(A)3.25 Referenced Documents

All references to Sections shall be deemed to be references to Sections of this Agreement unless the context shall otherwise require. Whenever any provision of this Agreement refers to a technical reference, technical publication, VoiceStream practice, Qwest practice, any publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated into this Agreement, it will be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successors) of such document that is in effect, and will include the most recent version or edition (including any amendments, supplements, addenda, or successors) of each document incorporated by reference in such a technical reference, technical publication, VoiceStream practice, Qwest practice, or publication of industry standards. The existing configuration of either Party's network may not be in immediate compliance with the latest release of applicable referenced documents.

(A)3.26 Publicity

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.

(A)3.27 Amendment

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

(A)3.28 Executed in Counterparts

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

(A)3.29 Headings of No Force or Effect

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

(A)3.30 Regulatory Approval

The Parties understand and agree that this Agreement will be filed with the Commission for approval. In the event the Commission rejects any portion of this Agreement, renders it inoperable or creates an ambiguity that requires further amendment, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification.

(A)3.31 Compliance

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

(A)3.32 Compliance with the Communications Assistance Law Enforcement Act of 1994 (“CALEA”)

Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with 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.

(A)3.33 Cooperation

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

PART B - RECIPROCAL TRAFFIC EXCHANGE

(B)1. INTERCONNECTION FACILITY OPTIONS

(B)1.1 This Section describes the Interconnection of Qwest's network and VoiceStream's own network for the purpose of exchanging MTA/Local traffic. Qwest will provide Interconnection at the trunk side of an end office switch and on the trunk connection points of a local or access tandem switch. "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 and Exchange Access traffic. Interconnection is provided for the purpose of connecting end office switches to end office switches or end office switches to local tandem switches for the exchange of MTA/Local traffic; or end office switches to access tandem switches for the exchange of intraLATA toll or Jointly Provided Switched Access traffic. Local tandem to local tandem switch connections will be provided where technically feasible. Local tandem to access tandem and access tandem to access tandem switch connections are not provided.

(B)1.2 Methods of Interconnection

The Parties will negotiate the facilities arrangement between their networks. VoiceStream shall establish Type 2A Local trunk groups to the Qwest Local Tandems that serve each of the EAS/Local Calling Areas where VoiceStream provides service. The following alternatives are negotiable: (1) a DS1 or DS3

entrance facility; (2) Collocation; (3) Negotiated Mid-Span Meet POI; or (4) Inter Local Calling Area (LCA) Facility. VoiceStream shall establish a physical point of interconnection (POI) in each Qwest EAS/Local Calling Area in which VoiceStream has NXXs assigned.

(B)1.2.1 Entrance Facility

Interconnection may be accomplished through the provision of a DS1 or DS3 entrance facility, where facilities exist. An entrance facility extends from the Qwest Serving Wire Center to VoiceStream's POI. Entrance facilities may not extend beyond the area served by the Qwest Serving Wire Center. The rates for entrance facilities are provided in Part G. Qwest's Private Line Transport service is available as an alternative to entrance facilities. The Entrance Facility cannot be used to pick up/connect to Unbundled Network Elements (UNEs).

(B)1.2.2 Collocation

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

(B)1.2.3 Mid-Span Meet POI

A Mid-Span Meet POI is a negotiated Point of Interface, between the Qwest Wire Center and VoiceStream's switch location. The Mid-Span Meet POI may not extend beyond the area served by the Qwest Wire Center. The actual physical Point of Interface and facilities used will be subject to negotiations between the Parties. Each Party will be responsible for its portion of the build to the Mid-Span Meet POI. The Mid-Span Meet POI cannot be used to pick up/connect to Unbundled Network Elements (UNEs).

(B)1.2.4 InterLCA Facility

(B)1.2.4.1 VoiceStream may request Qwest-provided facilities to transport EAS/Local Traffic from a virtual POC in a Qwest EAS/LCA to a POC located in a distant EAS/LCA (a 'distant POC'). The Qwest-provided facilities interconnecting a Qwest EAS/LCA to a distant POC are Type 2 InterLCA Facilities.

(B)1.2.4.2 The actual origination of the InterLCA Facility shall be the Qwest Wire Center located in the EAS/LCA associated with VoiceStream's NXX. The Termination point is in the POC in the distant EAS/LCA.

(B)1.2.4.3 If the distance between the Qwest Wire Center in the EAS/LCA and the Serving Wire Center is

twenty miles or less, the fixed and per-mile rates for Direct Trunk Transport (DTT) shall apply in accordance with Part G.

- (B)1.2.4.4 If the distance between the Qwest Wire Center in the EAS/LCA and the Serving Wire Center of the distant POC is greater than twenty miles, the fixed and per-mile DTT rates shall apply to the first twenty miles in accordance with Part G, and the remaining miles are rated as intrastate monthly fixed and per mile DS1 Private Line Transport Services. The Private Line Transport Services rates are contained in the applicable state Private Line catalogs and Tariffs.
- (B)1.2.4.5 The facilities connecting the distant POC to the Qwest Wire Center will be rated as intrastate DS1 Private Line Transport Services. The Private Line Transport rates are contained in the applicable state Private Line catalogs and Tariffs.
- (B)1.2.4.6. VoiceStream will be charged for the first twenty miles of the InterLCA Facility as specified in Part G, to reflect the portion of the InterLCA facility that is used by Qwest to transport Qwest-originated traffic to VoiceStream. Qwest shall not be required to reduce the Private Line Transport Services rates for the portion of the InterLCA Facility that exceeds 20 miles in length.
- (B)1.2.4.7 The InterLCA facility may be utilized with a DS1 to DS0 multiplexer in the Qwest Wire Center. A DS0 level Type 2 Interconnection trunk may use the InterLCA DS1 as Customer Facility Assignment (CFA) within the originating EAS/LCA.
- (B)1.2.4.8 In addition VoiceStream may choose to purchase a Private Line Transport Services DS3 from Qwest as a CFA on which the Type 2 InterLCA Facility would ride. VoiceStream will purchase a Private Line DS3 to DS1 multiplexer to support the DS1 InterLCA Facility. If VoiceStream chooses to utilize a Private Line DS3 as CFA, these rates will be billed out of the applicable Private Line Transport Services catalogs or Tariffs.
- (B)1.2.4.9 The InterLCA Facility cannot be used to access unbundled network elements.

(B)1.2.4.10 The InterLCA Facility is available only where facilities are available. Qwest is not obligated to construct new facilities to provide a InterLCA Facility.

(B)2. RECIPROCAL TRAFFIC EXCHANGE

(B)2.1 Description

(B)2.1.1 Reciprocal traffic exchange addresses the exchange of traffic between VoiceStream's network and Qwest'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 separate contract or Tariff. Wireless two-way Interconnection is intended for Wireless to Wireline or Wireline to Wireless, but not Wireline to Wireline communications. The Wireless Interconnection provided will not be used to terminate other types of traffic on Qwest's network, such as Wireline originated traffic.

(B)2.1.2 Depending upon VoiceStream's needs and the technical capability and location of Qwest switches, various Wireless Interconnections and service arrangements are possible. Each Wireless Interconnection service arrangement requires connection to the Qwest Local and Toll/Access Tandems in each LATA which serve the EAS/Local area of VoiceStream's NPA/NXX, via Type 2A Local and Type 2A Toll Interconnections. Depending on traffic volumes, direct End Office connections using Type 2B High Use Interconnections may be required as well.

(B)2.1.3 Wireless Type 2 Interconnections

(B)2.1.3.1 Type 2A Interconnections

(B)2.1.3.1.1 Type 2A Local

The Type 2A Local Interconnection connects VoiceStream's POI to a Qwest local tandem and exchanges traffic between VoiceStream and NXXs served by the end offices subtending the local tandem. This Interconnection arrangement carries both first routed direct final traffic and traffic overflowed on an alternate final basis from a Type 2B High Use Interconnection arrangement.

(B)2.1.3.1.2 Type 2A Toll

The Type 2A Toll Interconnection connects VoiceStream's POI to a Qwest Toll/Access Tandem. A Toll/Access Tandem exchanges traffic between VoiceStream and End Offices other than those subtending the associated Local Tandem,

and delivers terminating Switched Access traffic from IXCs through Qwest to VoiceStream.

(B)2.1.3.1.3 Type 2A Equal Access Interconnection.

This direct final route trunk group is used for the delivery of Interexchange Carrier Switched Access Traffic. It is an Interconnection with inband signaling using Feature Group D signaling protocol between VoiceStream's POI and the access tandem serving the area in which the POI is located. The service enables VoiceStream's end users to use their presubscribed Interexchange Carrier of choice. Equal Access trunks are available as one way out (mobile to land) and are not available as one way in (land to mobile), two way or for paging trunks.

(B)2.1.3.2 Wireless Type 2B High Use Interconnections

The Type 2B High Use Interconnection is a direct, two-way trunk group Interconnection between VoiceStream's POI and a Qwest end office, within the same LATA, with overflow traffic routed over an associated Type 2A trunk group to the Qwest designated local tandem. Type 2B High Use service is only available in conjunction with an associated Type 2A service and is offered only where facilities and operating conditions permit. VoiceStream's and Qwest's local traffic can be exchanged over this Interconnection. It can also provide routing of VoiceStream-originated traffic to Feature Group A or Type 1 numbers residing within the Qwest end office switch. VoiceStream will not route ancillary traffic or traffic terminating to Interexchange Carriers via Feature Group B, C, or D through the Type 2B High Use Interconnection.

(B)2.1.3.3 Wireless Type 2B Full Group Service

The Type 2B Full Group Service is a direct, two-way trunk group connection between VoiceStream POC and a Qwest End Office, within the same LATA. Each 2B Full Group serves only the individual End Office and not the entire EAS/Local Calling Area. There is no overflow capability to an alternative trunk group on a Type 2B direct final full trunk group configuration. Only telephone numbers associated with the Qwest End Office and VoiceStream's POC are accessible from this trunk group.

A Type 2B Full Group connection is required to each End Office in the EAS/Local Calling Area when a Qwest Local Tandem is not available. These connections are in addition to the connection to the Qwest Toll/LATA Tandem which serves the Rate Center assigned to VoiceStream's NNX.

(B)2.1.3.4 Type 2D Interconnection
Type 2D Interconnection is a digital final route trunk group between VoiceStream's Point of Interconnection and the Operator Services Tandem for the delivery of calls (i.e. Directory Assistance, National Directory Assistance, Operator Services). Type 2D Interconnection is a direct route to the Operator Services Tandem only. Type 2D trunks are available as one way out, mobile to land (to the Qwest operator tandem); they are not available as one way in or for paging. Qwest offers only interim operator services signaling on Type 2D Interconnection.

(B)2.1.4 The traffic types to be exchanged under this Agreement include:

- (B)2.1.4.1 MTA/Local Traffic as defined in this Agreement.
- (B)2.1.4.2 Non-local (Inter-MTA) traffic as defined in this Agreement.
- (B)2.1.4.3 Jointly provided Switched Access traffic as defined in Access Tariffs and referenced in this Section.
- (B)2.1.4.4 Transit traffic is any traffic that originates from one Telecommunications Carrier's network, transits another Telecommunications Carrier's network, and terminates to yet another Telecommunications Carrier's network. For the purposes of this Agreement, transit traffic does not include traffic carried by Interexchange Carriers. That traffic is defined as Jointly Provided Switched Access.

Transit service is provided by Qwest to VoiceStream to enable the completion of calls originated by or terminated to another Telecommunications Carrier (such as a carrier, an existing LEC, or another wireless carrier), which is connected to a Qwest tandem.

(B)2.1.5 Ancillary traffic includes all traffic destined for ancillary services or that may have special billing requirements including, but not limited to the following:

- (B)2.1.5.1 Directory Assistance
- (B)2.1.5.2 911/E911
- (B)2.1.5.3 Operator busy line interrupt and verify
- (B)2.1.5.4 Toll Free Services.

Ancillary services are addressed in Part E of this Agreement.

(B)2.1.6 Toll Blocking Service

(B)2.1.6.1 Selective Class of Call Screening.
Selective Class of Call Screening restricts, by operator identification, outgoing toll calls to collect, third party billed, and credit card calls only. When available, and to the extent it is operational, it is available to VoiceStream on NXXs when traffic is originated from ancillary trunks.

(B)2.1.6.2 Billed Number Screening.
Billed Number Screening prevents the billing of incoming calls on a received collect or third number basis. It is available to VoiceStream on NXXs when traffic is sent via a Type 2A Local or Toll or a Type 2D trunk group to the Qwest operator tandem.

VoiceStream will provide the appropriate signaling as defined in Bellcore document GR-145-CORE. Any service having its own contractual terms and conditions separate from this Agreement is excluded from Toll Blocking Service.

(B)2.2 Terms and Conditions

(B)2.2.1 Transport and Termination of Local Traffic.

(B)2.2.1.1 MTA/Local traffic will be exchanged as Type 2 Service.

(B)2.2.1.2 As negotiated between the Parties, the transport of MTA/Local traffic may occur in several ways:

(B)2.2.1.2.1 Two-way trunk groups will be established wherever possible; however, either Party may elect to provision its own one-way trunks for delivery of local traffic to be terminated on the other Party's network.

(B)2.2.1.2.2 The Parties may elect to purchase transport services from each other or from a third party that has leased the Private Line Transport Service facility from Qwest. Such transport delivers the originating Party's local traffic to the terminating Party's end office or tandem for call termination.

(B)2.2.1.3 In situations when VoiceStream's busy hour exceeds a DS1's worth of traffic, 512 Centrum Call Seconds ("ccs"), either 15 times per month or 8 times per day between VoiceStream's POI and a Qwest end office, VoiceStream will order a Type 2B dedicated (i.e., direct), two-way Primary High Use trunk group from VoiceStream POI directly to the Qwest end office, which will overflow to an associated Type 2A local trunk group. To the extent that VoiceStream has established a collocation arrangement at a Qwest end office location, and has available capacity, the Parties agree that VoiceStream shall provide two-way Type 2B direct trunk facilities, when required, from that end office to VoiceStream's POI. In all other cases, the direct facility may be provisioned by Qwest or VoiceStream or a third party. If both VoiceStream and Qwest desire to provision the facility and cannot otherwise agree, the Parties may agree to resolve the dispute through the submission of competitive bids.

Bellcore document GR-145-CORE, Compatibility Information for Interconnection of a Wireless Services Provider and a Local Exchange Carrier Network, addresses blocking requirements for Interconnection.

(B)2.2.2 Non-Local Traffic
Non-Local traffic will be exchanged over Type 2 facilities. However, mobile to land usage will be rated using interstate tariffed Switched Access rates.

(B)2.2.3 Transit Traffic

(B)2.2.3.1 Qwest will accept traffic originated by VoiceStream for termination to a WSP, existing LEC, or another Wireless carrier that is connected to Qwest's local and/or Toll/Access Tandems. Qwest will also terminate traffic from these other Telecommunications Carriers to VoiceStream.

(B)2.2.3.2 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.

(B)2.2.3.3 The originating company is responsible for payment of appropriate usage charges to the transit company and to the terminating company.

In the case of intraLATA toll traffic, where Qwest is the designated intraLATA Toll provider for existing

LECs, Qwest will be responsible for payment of appropriate usage rates.

When Qwest receives a call from VoiceStream to a number that has been ported to another local service provider, Qwest will consider such calls as transit traffic. This includes all VoiceStream originated calls regardless of who performed the query.

- (B)2.2.4 **Jointly Provided Switched Access:**
When Parties choose to participate in Jointly Provided Switched Access they will agree to use industry standards developed to handle the joint provisioning and billing of Switched Access to Interexchange Carriers (MECAB, MECOD, and the Parties' FCC and State Access Tariffs). Each Party will bill the IXC the appropriate portion of its Switched Access rates. Qwest will also provide the one-time notification to VoiceStream of the billing name, billing address and carrier identification codes of the IXCs subtending any access tandems to which VoiceStream directly connects. This type of traffic is discussed separately in this Section.
- (B)2.2.5 **Interface Code Availability.**
Supervisory signaling specifications, and the applicable network channel interface codes for Type 2 trunks, are the same as those defined in Bellcore Reference Documents GR-145-CORE and BR-795-403-100.
- (B)2.2.6 **Signaling Options.**
- (B)2.2.6.1 **SS7 Out of Band Signaling.**
SS7 Out of Band Signaling (SS7) should be the signaling of choice for Type 2 trunks where technically feasible for both Parties. SS7 should be requested on the order for new Type 2 trunks. SS7 signaling may not be used on Type 2 Equal Access trunks.
- Common Channel Signaling Access Capability (CCSAC) Links are available as Unbundled Network Elements (UNEs), as set forth in Part D, or may be ordered as a finished service from the Qwest FCC Tariff No.5, or may be ordered from a third party.
- (B)2.2.6.2 **Multifrequency Signaling.**
Where SS7 signaling is not available or not technically feasible by both Parties, inband Multifrequency (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.

(B)2.2.6.3 Clear Channel Capability.
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.

(B)2.2.7 Measurement of terminating local Interconnection minutes begins when VoiceStream's MSC receives answer supervision from the called end user's end office. The measurement of terminating call usage over Type 2 trunks ends when VoiceStream's MSC receives disconnect supervision from either the called end user's end office, indicating the call has disconnected, or VoiceStream's Point of Interconnection, whichever is recognized first by the entry switch. This is commonly referred to as "conversation time". Qwest will only charge VoiceStream for actual minutes of use and/or fractions thereof of completed calls. Minutes of use are aggregated at the end of the billing cycle and rounded to the nearest whole minute.

Where feasible, Qwest will provide as a part of VoiceStream bill, recording and rating of mobile to land traffic exchanged over the Wireless Interconnection. If data necessary for billing is lost, Qwest will estimate usage based on the previous three (3) months' usage.

(B)2.2.8 Type 2 Forecasting

(B)2.2.8.1 Parties will work in good faith to define a mutually agreed upon forecast of Type 2 trunking.

(B)2.2.8.2 Both Parties shall have the obligation to participate in joint planning meetings at quarterly intervals to establish trunk design and provisioning requirements. The Parties agree to provide mutual trunk forecast information to ensure end user call completion between the Parties' networks. Such forecasts will be for Type 2 trunking which impacts the switch capacity and facilities of each Party.

(B)2.2.8.3 Switch growth jobs are custom jobs with a minimum six (6) month timeframe from the vendors. To align with the timeframe needed to provide for the capacity including engineering, ordering, installation and make ready activities required by the forecast, the Parties agree to utilize Qwest standard forecast timelines as defined in the Qwest Type 2 Trunk Forecast Form.

(B)2.2.8.4 Each party will utilize the forecast cycle outlined on the Qwest TYPE 2 Trunk Forecast Forms which

stipulates that forecasts be submitted on a quarterly basis. The forecast will identify trunking requirements for a three (3) year period. From the quarterly 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 network build. Seven (7) months after submission of the forecast, the forecasting party may begin to order against the facilities forecast for that quarter, given no vendor or other unavoidable delays.

(B)2.2.8.5 Both Parties will follow the forecasting and provisioning requirements of this Agreement for the appropriate sizing of trunks, use of direct vs. local tandem routing. See (B) 2.2.1.3.

(B) 2.2.8.6 In the event of a dispute regarding forecast quantities, the Parties will not refuse the forecast in its entirety. The Parties shall attempt in good faith to resolve the matter informally. If the Parties fail to reach resolution, the Dispute Resolution provision of this Agreement shall apply. Until the dispute resolution process is completed, the lower forecast will be used.

(B)2.2.8.7 Joint planning meetings/calls will be used to bring clarity to the process. Each Party will provide adequate information associated with the Qwest Type 2 Trunk Forecast Forms in addition to its forecasts. During the joint planning meetings, both Parties shall provide information on major network projects anticipated for the following year that may impact the other Party's forecast or Interconnection requirements. No later than two (2) weeks prior to the joint planning meetings, the Parties shall exchange information to facilitate the planning process.

(B)2.2.8.8 In addition to the above information, VoiceStream shall provide:
Completed Qwest Type 2 Trunk Forecast Forms.

Any planned use of an alternate local tandem provider.

(B)2.2.8.9 In addition to the above information, Qwest shall provide the following information about Qwest through the Local Exchange Routing Guide or the Interconnections (ICONN) Database. ICONN is available through the Qwest Web site: <http://www.uswest.com/cgi-bin/iconn/iconn.pl>.

Qwest Tandems and Qwest end offices (LERG)

CLLI codes (LERG)
Business/Residence line counts (ICONN)
Switch type (LERG or ICONN)
Current and planned switch generics (ICONN)

- (B)2.2.8.10 Trunk Blocking reports for existing trunk groups; (e.g., direct end office and local tandem connected TYPE 2 trunks), and a summary report for common trunk groups behind the local tandem that are blocking within specific thresholds or bands will be provided pursuant to the Service Performance Section of this Agreement.
- (B)2.2.8.11 Qwest Network Disclosure of deployment information for specific technical capabilities (e.g. ISDN deployment, 64 CCC, etc.) shall be provided on Qwest's Web Site.
- (B)2.2.8.12 When appropriate, the Qwest Trunk Group Servicing Request (TGSR) process will be utilized to notify of the need to take action and place orders against the forecasted trunk requirements.
- (B)2.2.8.13 The Parties agree that the following terms apply to the forecasting process:
 - (B)2.2.8.13.1 VoiceStream forecasts shall be provided as detailed in the standard Qwest TYPE 2 Trunk Forecast Form.
 - (B)2.2.8.13.2 Forecasts shall be deemed Confidential Information.
- (B)2.2.8.14 If a trunk group is consistently under sixty (60) percent of centum call seconds (ccs) capacity each month of any three (3) month period, VoiceStream will be provided written notification by Qwest. Such notification shall include information on current utilization levels. VoiceStream agrees to provide Qwest with an ongoing forecast of its trunk utilization requirements for any such trunks for a period of 8 to 12 months into the future based on current utilization levels and anticipated usage. If VoiceStream's trunk groups continue to be utilized at less than VoiceStream's prior forecasts and less than sixty (60) percent of ccs for any three (3) month period between the eighth (8th) and twelfth (12th) month after receiving

written notification from Qwest under this paragraph, Qwest may reclaim the facilities and charge VoiceStream a charge equal to the rearrangement charge outlined in this Section of this Agreement. When reclamation does occur, the trunk group shall not be left with less than twenty five (25) percent excess capacity.

(B)2.2.8.15 Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

(B)2.2.8.16 Forecasts for Interconnection facilities to be provisioned on a route which involves extraordinary circumstances shall be handled as Construction Charges, as detailed in Part (F) of this Agreement. Qwest and VoiceStream may also choose to work in good faith to identify and locate alternative routes which can be used to accommodate VoiceStream 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. Standard Qwest forecast timeframes will not apply under these circumstances.

(B)2.2.9 Trunking Requirements

(B)2.2.9.1 The Parties agree to 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 industry standards.

(B)2.2.9.2 Two-way trunk groups will be established wherever possible. Separate trunk groups will be established based on billing, signaling, and network requirements. For example, (1) billing requirements - switched access vs. local traffic, (2) signaling requirements - MF vs. SS7, and (3) network requirements - directory assistance traffic to Operator Services tandems.

(B)2.2.9.3 The following is the current list of traffic types that require separate trunk groups, unless specifically otherwise stated in this Agreement.

(B)2.2.9.3.1 Type 2A Local - for the exchange of traffic that is originated by, or terminating to, a Wireline end user within the EAS/Local Calling Area.

- (B)2.2.9.3.2 Type 2A Toll - for the exchange of traffic that is originated by, or terminating to, a wireline end user within the LATA, other than within the EAS/Local Calling Area. Type 2A Toll trunks also carry Switched Access traffic terminating from IXCs, through Qwest, to VoiceStream. Calls originating from VoiceStream to Directory Assistance may be routed over Type 2A Toll.
- (B)2.2.9.3.3 Type 2 Equal Access - One-way mobile to land trunk group for Switched Access traffic originated by VoiceStream, through Qwest, terminating to the IXC.
- (B)2.2.9.3.4 Type 2B - for the exchange of traffic to or from wireline end users served by a specific Qwest end office. Type 2B trunks are required when actual busy hour traffic exceeds 512 ccs either 15 times per month or 8 times per day. An associated Type 2A interconnection to the local tandem accepts overflow traffic from the 2B group.
- (B)2.2.9.3.5 Type 2D - One-way mobile to land trunk group for traffic originated by VoiceStream to a Qwest Operator Tandem.
- (B)2.2.9.3.6 Ancillary - One-way mobile to land trunk group for miscellaneous traffic including: Directory Assistance, Operator Services (collect, credit card and Third Party Billed), toll free services, 911, interLATA toll services.
- (B)2.2.9.4 Two-way trunks are offered only where technically feasible and where the Qwest switch can support the rating and billing of mobile to land traffic.
- (B)2.2.9.5 Trunk group connections will be made at a DS1 or multiple DS1 level. Ancillary service trunk groups may be made at either a DS1 or DS0 level.

- (B)2.2.9.6 The Parties will provide Common Channel Signaling (CCS) to one another in conjunction with all EAS/Local trunk circuits, except as provided below.

The Parties agree that an all SS7 network is beneficial to end users and Carriers and therefore, will provision trunking using SS7/CCS capabilities. Redundant MF signaling networks will not be provided. Exceptions to this arrangement would be limited to operator services trunking, 911 trunking and any others currently available in the Qwest network only on MF signaling. When the SS7/CCS option becomes available in the Qwest network for said trunking, the Parties will provision new trunks using SS7. In addition, the Parties will jointly work to convert existing trunking to SS7, as appropriate.

Qwest and VoiceStream 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.

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

- (B)2.2.9.7 VoiceStream shall terminate traffic to wireline EAS/Local end users exclusively on Local Tandems or End Office switches. This traffic shall not be terminated on Qwest's Toll/Access Tandems. In the complete absence of a Local Tandem, Type 2B trunk groups will be established directly between VoiceStream and Qwest End Office switches.
- (B)2.2.9.8 The Parties agree to exchange local traffic in the same EAS/Local area as such traffic originated.
- (B)2.2.9.9 Alternate Traffic Routing on Type 2B High Use
When VoiceStream has a Type 2B High Use arrangement in addition to its Type 2A Local trunk group which provides two paths to a Qwest End Office, the Parties will utilize alternate traffic routing. Traffic will be offered first to the Type 2B trunk group (also

referred to as the “primary high” route) and then overflow to the Type 2A Local (also referred to as the “alternate final” route).

(B)2.2.10 Testing

(B)2.2.10.1 Acceptance Testing

At the time of installation of a Type 2 trunk group, and at no additional charge, the Parties will cooperatively test the same parameters tested for terminating Feature Group D Switched Access Service. See Qwest's applicable Switched Access Tariff for the specifications.

(B)2.2.10.2 Testing Capabilities

(B)2.2.10.2.1 Terminating Type 2 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).

(B)2.2.10.2.2 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 Tariff rates. Testing fees will be paid by VoiceStream when requesting the testing.

(B)2.2.11 Mileage Measurement

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

(B)2.3 Rate Elements

(B)2.3.1 Point of Interconnection

(B)2.3.1.1 Entrance Facilities

Recurring and nonrecurring rates for Entrance Facilities are specified in Part G of this Agreement and will apply for those DS1 or DS3 facilities dedicated to use by Type 2 Service.

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

(B)2.3.2 Direct Trunked Transport

(B)2.3.2.1 Direct Trunked Transport is available as follows:

(B)2.3.2.1.1 Direct Trunked Transport (DTT) is available between the Serving Wire Center of the POI and Qwest's tandem or end office switches. The applicable rates are described in Part G. DTT facilities are provided as dedicated DS3 or DS1 facilities.

(B)2.3.2.1.2 Mileage shall be measured for DTT based on V&H coordinates between the Serving Wire Center of the POI and the Qwest tandem or end office.

(B)2.3.2.1.3 Fixed and Per Mile Charges per DS1 and per DS3 are applicable and are defined for DTT in Part G of this Agreement.

(B)2.3.3 Multiplexing options (DS1/DS3 mux) are available at rates described in Part G.

(B)2.3.4 Facilities Credit

When VoiceStream leases two-way facilities from Qwest for Entrance Facility (EF), Direct Trunked Transport (DTT) and Multiplexing, Qwest's charges shall be adjusted to account for the portion of the facility used to transport traffic originated by Qwest's end users to VoiceStream, as follows:

(B)2.3.4.1 A credit will be calculated by multiplying (1) the sum of the total monthly two-way channel facility for the EF and DTT, multiplexer and distance sensitive facilities state-specific charges by (2) a factor of 0.235 (twenty-three and one half percent). This credit will be applied each month for the term of this Agreement.

(B)2.3.4.2 The Parties agree that the Facilities Credit is intended to apply only to Type 2 interconnection facilities which are actually utilized as two-way facilities, and will not apply to one-way facilities. Unless the Parties agree otherwise in writing, either Party may route traffic to the other utilizing one-way trunks. Recurring charge for these trunks will be borne by the initiating Party.

- (B)2.3.4.3 Installation nonrecurring charges may be assessed by Qwest for each Type 2 trunk ordered by VoiceStream, at the rates specified in Part G.

EXAMPLE OF FACILITIES CREDIT CALCULATION

Equipment Cost (Entrance facility, multiplexing, etc.)	\$ 10,000.00
Dedicated transport cost (fixed and per mile)	<u>\$ 1,250.00</u>
Total facility cost (\$10,000.00 + \$1,250.00)	\$ 11,250.00
Multiply total facility cost by .235	
Facilities Credit (\$11,250.00 x .235)	\$ 2643.75.

(B)2.3.5 MTA/Local Traffic

(B)2.3.5.1 End Office Call Termination

(B)2.3.5.1.1 The Parties agree that the FCC capped rates (per minute of use) as described in paragraphs (B)2.3.5.3 and (B)2.3.7.2.3.4 of this Agreement will apply reciprocally for the termination of MTA/Local traffic, effective June 14, 2001.

(B)2.3.5.1.2 Neither Party shall be responsible to the other for call termination charges associated with third party traffic that transits such Party's network.

(B)2.3.5.2 Tandem Switched Transport

(B)2.3.5.2.1 The Parties agree that the FCC capped rates (per minute of use) as described in paragraphs (B)2.3.5.3 and (B)2.3.7.2.3.4 apply reciprocally for the termination of MTA/Local traffic..

(B)2.3.5.3 Pursuant to the election in Section (B)2.3.7.2.3.4 of this Agreement, the Parties agree to exchange all MTA/Local (§251(b)(5)) traffic at the FCC-ordered rate, pursuant to the FCC's Order on Remand and Report and Order in CC Docket 99-68, ("Inter-carrier Compensation for ISP-Bound Traffic"), effective June 14, 2001, or the state-ordered reciprocal compensation rate, whichever is less. When the FCC-ordered rate for ISP-bound traffic is applied to MTA/Local traffic, the FCC-ordered ISP rate is to be used

in lieu of End Office call termination and Tandem Switched Transport rate elements under the Agreement.

(B)2.3.6 Non-Local Traffic.

Applicable Qwest Switched Access Tariff rates apply to Non-Local traffic routed to a Toll/Access Tandem, Local Tandem, or directly to an end office. Applicable Qwest Switched Access Tariff rates also apply to interMTA roaming traffic terminating to Qwest. Relevant rate elements could include Direct Trunked Transport, Tandem Switching, Tandem Transmission, and Local Switching, as appropriate.

(B)2.3.6.1 For billing purposes, if either Party is unable to classify on an automated basis traffic delivered by VoiceStream as MTA/local or non-MTA/local, and, for non-MTA/local traffic, intrastate or interstate, VoiceStream will provide Qwest with a Percent MTA/Local Use (PMLU) factor, which represents the estimated portion of total traffic delivered by VoiceStream to Qwest that originates and terminates within the same MTA, and a Percent InterMTA Use (PIMU) factor, which represents the estimated portion of InterMTA traffic and roaming traffic delivered by VoiceStream. The PMLU factor will be applied to the measured mobile to land VoiceStream minutes of use terminated on Qwest's network to determine the local minutes of use for which Call Termination and Call Transport rates apply. The PIMU factor is applied to the remaining local minutes of use to determine the portion of non-MTA/local minutes to be billed at interstate access rates. The PMLU and PIMU factors will be 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. VoiceStream will provide the PMLU and PIMU factors to Qwest thirty (30) days prior to their effective date.

(B)2.3.6.2 VoiceStream will declare, initially and on a quarterly basis, the percent of total traffic, that represents Non-MTA/Local traffic (PIMU - Percent InterMTA Usage). If VoiceStream does not provide a PIMU declaration either initially or quarterly, Qwest will use a default of the last declared PIMU or will notify VoiceStream within 30 days the use of a five (5) percent factor, whichever is greater.

Quarterly PIMU declaration is due by the 15th of the month in January, April, July, and October. The PIMU will be applied to bills issued during the following three (3) months.

Mail all PIMU declarations to:
U S WEST
Wireless Billing Manager
250 Bell Plaza
Room 601
Salt Lake City, UT 84111

- (B)2.3.6.3 For billing purposes, Qwest will use a Percent InterMTA Use (PIMU2) factor, which represents the estimated portion of total traffic delivered by Qwest to VoiceStream that terminates (based on the first cell site of the wireless subscriber) outside the MTA in which the call originated.
- (B)2.3.6.4 If the reciprocal compensation credit method is utilized, the PIMU2 factor will be multiplied by the calculated Qwest originated land to mobile Minutes of Use (MOU).
- (B)2.3.6.5 If VoiceStream is direct billing Qwest instead of using the reciprocal compensation credit method, the PIMU2 factor will be applied to the billed land to mobile minutes of use originated from Qwest's network and terminated to VoiceStream.
- (B)2.3.6.6 The PIMU2 factor will be 5% unless proven otherwise by VoiceStream thirty (30) days prior to their effective date. The PIMU2 factor can be reevaluated (per request from either party) annually, based upon a study generated by VoiceStream and acceptable by both parties.
- (B)2.3.7 ISP Bound Traffic
 - (B)2.3.7.1 Qwest elects to exchange ISP-bound traffic at the FCC-ordered rates pursuant to the FCC's Order on Remand and Report and Order (Intercarrier Compensation for ISP-Bound Traffic) CC Docket 99-68 (FCC ISP Order), effective June 14, 2001, and usage based intercarrier compensation will be applied as follows:
 - (B)2.3.7.2 Compensation for Interconnection configurations exchanging traffic pursuant to Interconnection agreements as of adoption of the FCC ISP Order, April 18, 2001:
 - (B)2.3.7.2.1 Identification of ISP-Bound traffic -- Qwest will presume traffic delivered to VoiceStream that exceeds a 3:1 ratio of terminating (Qwest to VoiceStream) to

originating (VoiceStream to Qwest) traffic is ISP-bound traffic. Either Party may rebut this presumption by demonstrating the factual ratio to the state Commission. Traffic exchanged that is not ISP bound traffic will be considered to be section 251(b)(5) traffic. The provisions in this amendment apply regardless of how the ISP bound traffic is determined.

- (B)2.3.7.2.2 Growth Ceilings for ISP-Bound Traffic -- Intercarrier compensation for ISP-bound traffic originated by Qwest end users and terminated by VoiceStream will be subject to growth ceilings. ISP-bound MOUs exceeding the growth ceiling will be subject to Bill and Keep compensation.
- (B)2.3.7.2.2.1 For the year 2001, VoiceStream may receive compensation, pursuant to a particular Interconnection Agreement for ISP bound minutes up to a ceiling equal to, on annualized basis, the number of ISP bound minutes for which VoiceStream was entitled to compensation under that Agreement during the first quarter of 2001, plus a ten percent (10%) growth factor.
- (B)2.3.7.2.2.2 For 2002, VoiceStream may receive compensation, pursuant to a particular Interconnection Agreement, for ISP bound minutes up to a ceiling equal to the minutes for which it was entitled to compensation under that Agreement in 2001, plus another ten percent (10%) growth factor.
- (B)2.3.7.2.2.3 In 2003, VoiceStream may receive compensation, pursuant to a particular Interconnection Agreement, for ISP bound minutes up to a ceiling equal to the 2002 ceiling applicable to that Agreement.

(B)2.3.7.2.3 Rate Caps -- Intercarrier compensation for ISP-bound traffic exchanged between Qwest and VoiceStream will be billed in accordance with their existing Agreement or as follows, whichever rate is lower:

(B)2.3.7.2.3.1 \$.00133 per MOU for six (6) months from June 14, 2001 through December 13, 2001.

(B)2.3.7.2.3.2 \$.001 per MOU for eighteen (18) months from December 14, 2001 through June 13, 2003.

(B)2.3.7.2.3.3 \$.0007 per MOU from June 14, 2003 until July 13, 2004, or until further FCC action on intercarrier compensation, whichever is later.

(B)2.3.7.2.3.4 Compensation for ISP bound traffic in Interconnection configurations not exchanging traffic pursuant to Interconnection agreements prior to adoption of the FCC ISP Order on April 18, 2001 will be on a Bill and Keep basis until further FCC action on Intercarrier compensation. This includes VoiceStream entry into a Qwest state which VoiceStream has previously not served prior to the date of this Amendment.

The reciprocal compensation rate elected for §251(b)(5) MTA/Local Traffic is (elect and sign one):

Current rate for voice traffic in the existing Interconnection Agreement:

Signature

Name Printed/Typed

OR

The rate applied to ISP traffic:

Signature

Name Printed/Typed

(B)2.3.8 Transit Traffic

- (B)2.3.8.1 Transit Local: The applicable Type 2 transit rates for EAS/Local transit traffic, contained in Part G of this Agreement, apply to the originating VoiceStream.
- (B)2.3.8.2 Transit Toll: The applicable Type 2 transit rates for IntraLATA Toll transit traffic, contained in Part G of this Agreement apply to the originating VoiceStream.
- (B)2.3.8.3 When Qwest receives a call from VoiceStream to a number that has been ported to another local service provider, Qwest will consider such calls as transit traffic. This includes all VoiceStream originated regardless of who performed the query. Transit rates, as set forth in Part G of this agreement, will apply for such calls.

(B)2.3.9 Miscellaneous Charges

- (B)2.3.9.1 Cancellation charges will apply to Type 2 orders, which are cancelled, based upon rates, terms and conditions described in state Tariffs governing Switched Access for Type 2 trunks and Private Line Transport Service for DS1 and DS3 Type 2 facilities, except where overridden by state Commission order.
- (B)2.3.9.2 Expedites for Type 2 orders are allowed only on an exception basis with Qwest executive approval. When expedites are approved, expedite charges will apply to Type 2 orders based on rates, terms and conditions described in Tariffs governing Switched Access for Type 2 trunks and Private Line Transport Service for DS1 and DS3 Type 2 facilities, except where overridden by state Commission order.
- (B)2.3.9.3 Construction charges are described in Section (F) of this Agreement.
- (B)2.3.9.4 The following charges/procedures will apply to Type 2 orders based upon rates, terms and conditions described in state tariffs governing Switched Access for Type 2 trunks, and Private Line Transport Services

for DS1 and DS3 Type 2 facilities, except where overridden by state Commission order:

- Due Date Change
- Design Change Charge
- Additional Engineering
- Overtime Installation
- Additional Labor Standby
- Additional Labor Testing and Maintenance
- Maintenance of Service
- Additional Cooperative Testing
- Automatic Scheduled Testing
- Cooperative Scheduled Testing
- Manual Scheduled Testing
- Nonscheduled Testing
- Nonscheduled Cooperative Testing
- Nonscheduled Manual Testing
- Credit Allowance for Service Interruption (Switch Access)
- Deposits, Advance Payments
- Late Payment Charge

(B)2.4 Ordering

- (B)2.4.1 When ordering Type 2 service, VoiceStream shall complete a Access Service Request (ASR) form which provides all information necessary to process an order.
- (B)2.4.2 VoiceStream will provide the CLLI codes of the Qwest Tandem or End Office and VoiceStream POI, and the Two-Six Code to which each NXX will be routed.
- (B)2.4.3 When the ordering Party initially requests a DS3 Interconnection facility to a local tandem or local exchange office, the provider will forward the appropriate DS1 facility record information necessary to identify the circuit facility assignment. On subsequent requests utilizing existing DS3 Direct Trunked Transport facilities, the provider will assign the DS1 facility to the DS3 Direct Trunked Transport facility, as directed by the ordering Party.
- (B)2.4.4 A joint planning meeting will precede VoiceStream orders for Type 2 interconnections at new Points of Connection (POIs) or Qwest tandem locations. These meetings will result in the transmittal of Access Service Requests (ASRs) to initiate order activity. When requesting a tandem interconnection, VoiceStream will provide its best estimate of the traffic distribution to each end office subtending the Qwest tandem.
- (B)2.4.5 VoiceStream will order trunks to the Qwest Local and Toll/Access Tandems in each LATA which serve the EAS/Local area of VoiceStream NPA/NXX, via Type 2A Local and Type 2A Toll

Interconnections. Depending on traffic volumes, direct End Office connections using Type 2B High Use Interconnections may be required as well.

- (B)2.4.6 Service intervals and due dates for the initial establishment of trunking arrangements at each location of Interconnection between the Parties will be determined on an individual case basis.
- (B)2.4.7 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 Interconnect & Resale Resource Guide, available on Qwest's Web Site.
- (B)2.4.8 VoiceStream may cancel an order for Type 2 service at any time prior to notification by Qwest that service is available for VoiceStream's use, subject to cancellation charges described in State Access tariffs.. If VoiceStream is unable to accept Type 2 Service within 120 calendar days after the original service date, VoiceStream has the following options:

The order for Type 2 Service will be cancelled, and cancellation charges will apply, or

Billing for the service will commence.

In such instances, the cancellation date or the date billing is to commence, depending on which option is selected by VoiceStream, will be the 121st calendar day beyond the original service date of the order for Type 2 Service.

(B)2.5 Billing for Qwest - Originated Traffic

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

(B)2.5.1 Reciprocal Compensation Credit for Qwest - Originated Traffic

- (B)2.5.1.1 Each Party will compensate the other for its traffic terminating to the other Party's end users. VoiceStream's rate for Qwest's Reciprocal Compensation Credit will be symmetrical to Qwest's reciprocal compensation rate as described (B)2.3.5.2.1 and listed in Part G. Qwest will compensate VoiceStream for MTA/local two-way traffic

originated from Qwest's end users within the LATA. Qwest will not compensate for paging traffic.

- (B)2.5.1.2 The Reciprocal Compensation Credit shall be calculated as follows: Divide the total number of monthly Qwest measured MTA/Local VoiceStream minutes of use terminated on Qwest's network by a factor of 0.65 (Sixty Five percent). The total of the calculation will then be multiplied by 0.235 (twenty three and one-half percent), to arrive at the total Qwest MTA/Local minutes of use terminated on VoiceStream's network per month. This monthly total will be multiplied by the applicable reciprocal compensation rate set forth in Part G to obtain the Reciprocal Compensation Credit for the month.

EXAMPLE OF RECIPROCAL CREDIT CALCULATION

VoiceStream minutes terminated to Qwest subscribers	10,000,000
Divide by .65 factor to arrive at total minutes (10,000,000 /.65)	15,384,615
Multiply by .235 to arrive at Qwest minutes to VoiceStream	3,615,385
Multiply result by reciprocal compensation rate (.0015)	
Reciprocal Compensation Credit (3,615,385 x .0015)	\$ 5423.07

Monthly Qwest measured MTA/Local VoiceStream minutes do not include: one-time charges, ancillary service charges, traffic from VoiceStream transiting the Qwest network and terminating on another provider's network, switched access traffic, and any Qwest provided service which has its own contractual terms and conditions other than the services set forth in this Agreement.

- (B)2.5.1.3 The Reciprocal Compensation Credit for the month will appear on each monthly bill to VoiceStream as a credit against amounts due and payable. Reciprocal Compensation Credits will be applied one (1) month in arrears. Any minutes of use eligible for the Reciprocal Compensation Credit which are adjusted (debit or credit) will directly result in an adjustment in the Reciprocal Compensation Credit.

(B)2.5.2 Requirements for Billing Qwest – Originated Traffic

VoiceStream may elect to direct bill Qwest. The effective date for transition from the credit factor to the direct billing method shall be mutually agreed upon by both Parties. The following are the requirements for VoiceStream to render a bill for Qwest-originated traffic, illustrated in the attached sample bill, which has been

mutually agreed upon by both Parties. SS7 signaling is a prerequisite for direct billing. If VoiceStream cannot provide appropriate billing detail, as per the agreed upon content and format, billing will remain as Reciprocal Compensation Credits

- (B)2.5.2.1 Invoices will comply with Billing Output Specifications (BOS).
- (B)2.5.2.2 The Parties will exchange billing contacts and telephone numbers.
- (B)2.5.2.3 The invoices will include identification of the monthly bill period (from and through dates), which will coincide with Qwest bills rendered to VoiceStream.
- (B)2.5.2.4 VoiceStream will bill Qwest by state, based on the terminating location of the call. VoiceStream will display the CLLI code(s) of the POC.
- (B)2.5.2.5 VoiceStream will assign an Invoice Number and/or Billing Account Number.
- (B)2.5.2.6 VoiceStream will provide a Remittance Document including: remittance address, Invoice Number and/or Billing Account Number, amount due and Payment Due Date (at least thirty (30) days from invoice issuance date).
- (B)2.5.2.7 The rendered bill will include a summary of charges and total amounts due.
- (B)2.5.2.8 Charges incurred during the bill period, including fractional monthly charges, will be reflected on the next bill. Per unit rates will be displayed for all charges (usage and/or monthly elements).
- (B)2.5.2.9 Invoice will include all adjustments, credits, debits and payments.
- (B)2.5.2.10 Invoice will include all applicable taxes and surcharges. VoiceStream will calculate, bill, collect and remit applicable taxes and surcharges to the appropriate authorities.
- (B)2.5.2.11 VoiceStream's invoices to Qwest will be provided on paper, unless a mechanized format is mutually agreed upon.
- (B)2.5.2.12 VoiceStream's invoice to Qwest will include only traffic originating from Qwest's wireline end users, and will not include traffic originated by any other third party (such as a

Co-Provider, an existing LEC, another Wireless carrier, or unknown).

- (B)2.5.2.13 VoiceStream's invoice to Qwest will not include Switched Access traffic.
- (B)2.5.2.14 The invoice to Qwest will not include calls destined for a VoiceStream customer who is roaming in another MTA at the time the call is answered.
- (B)2.5.2.15 VoiceStream' invoice will contain only the agreed upon measured usage element charges.
- (B)2.5.2.16 Invoice will identify the USW end user's end office from which the call was originated.
- (B)2.5.2.17 Only completed calls (not attempts) will be billed.
- (B)2.5.2.18 Conversation minutes (not including connect time) will be billed.
- (B)2.5.2.19 Minutes of Use (MOUs) will be aggregated at the end of the billing period, with the aggregated amount rounded to the nearest whole minute. MOUs will not be rounded on a per call basis.

- (B)2.5.3 Billing disputes will be resolved through the Dispute Resolution provisions of this Agreement.

(B)3. JOINTLY PROVIDED SWITCHED ACCESS SERVICES

- (B)3.1 Switched Access Service is defined and governed by the FCC and State Access Tariffs, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD) Guidelines, and is not modified by any provisions of this Agreement. Both Parties agree to comply with such guidelines, including, but not limited to, requirements to file NXXs in NECA4 and to obtain an Operating Company Number (OCN). A summary of applicable guidelines is available in the Interconnect & Resale Resource Guide.

Qwest and VoiceStream agree to exchange all records necessary for the billing of jointly provided switched access. The records to be exchanged include Category 11-01 and 11-50 access records as defined in the MECAB/MECOD documents.

- (B)3.2 Qwest will agree to function as the Access Service Coordinator (ASC) as defined in the MECOD Guidelines (Technical Reference SR-TAP-000984). Qwest will provide the operational, technical and administrative support required in the planning, provisioning and maintenance involved in the joint access provisioning process to the

IXCs. Qwest will be unable to fulfill the role of ASC if VoiceStream does not fully comply with MECOD requirements, including filing their end offices and BPs (Billed Percentages) in the NECA 4 Tariff..

(B)3.3 Qwest and VoiceStream will each render a separate bill to the IXC, using the multiple bill, multiple tariff option.

PART C - COLLOCATION

Collocation allows for the placing of telecommunications equipment owned by VoiceStream within Qwest's Central Office for the purpose of accessing and/or terminating EAS/Local and ancillary traffic

Should the Parties desire to establish a Collocation relationship, through either physical or virtual Collocation, the Parties will enter into an Amendment to this Agreement.

PART D - UNBUNDLED NETWORK ELEMENTS (UNES)

Qwest shall provide nondiscriminatory access to Unbundled Network Elements (UNEs) pursuant to the Act or if currently not available as a standard UNE offering through the Bona Fide request process as described in Part (F) of this Agreement.

Should the Parties desire to establish Unbundled Network Elements (UNEs), the Parties will enter into an Amendment to this Agreement.

PART E - ANCILLARY SERVICES

(E)1. LOCAL NUMBER PORTABILITY

- (E)1.1 Both Parties agree to implement Local Number Portability (LNP) in conformance with FCC and state regulations. As FCC and state LNP regulations are phased in, both Parties will conform to all LNP industry standards and to North American Numbering Council (NANC) Region #1 (also known as the Western Region) and state guidelines and agreements.
- (E)1.2 Each Party is responsible for ensuring that LNP database queries are performed for calls originated by its customers. Parties can either perform queries themselves or use a third party. Qwest shall be the default carrier for LNP database queries when VoiceStream does not perform the query. When wireless-wireline integration takes effect, VoiceStream shall be the default carrier for LNP database queries when Qwest does not perform the query.
- (E)1.3 Qwest query services are defined in F.C.C. Tariff No.5; End Office and Tandem Default Query Charges are contained in Section 13 (Miscellaneous Service) and Database Query Charges are contained in Section 20 (CCSAC Service Applications).

(E)2. 911/E-911 SERVICE

Compliance with FCC Docket 94-102 necessitates the integration of wireless calls to the E9-1-1 network, which is separate from the Type 2 interconnection. This E9-1-1 connectivity must be between the wireless carrier's switch and the appropriate 9-1-1 selective router and must include provisions for the delivery of the wireless subscriber's call back telephone number and the location of the originating cell tower for Phase I and the X,Y coordinate, within 157 meters, of the calling party in lieu of the originating cell tower location, for Phase II. It is the wireless carriers responsibility to arrange for compliance with this section of FCC 94-102. The Parties will cooperate in the joint provision of Wireless E9-1-1 service, to include the provisioning of the network and ALI (Automatic Location Identification) database, under a separate agreement, which is compliant with the requirements of FCC docket 94-102, when such service is requested by a qualifying Public Safety Answering Point (PSAP).

(E)3. DIRECTORY ASSISTANCE

(E)3.1 Description

- (E)3.1.1 Directory Assistance (DA) service is a telephone number, voice information service that Qwest provides to other Telecommunications Carriers and its own end users.
- (E)3.1.1.1 Local Directory Assistance service permits VoiceStream's end users to receive published and non-listed telephone numbers within the NPA or LATA, whichever is greater. The telephone numbers provided are only those contained in Qwest's current DA database.

- (E)3.1.1.2 If VoiceStream selects the National Directory Assistance service option, the geographic area will be the remaining NPA's not included in local DA. This service is available only over Type 2D Interconnection.
- (E)3.1.2 If VoiceStream elects to receive the branding option, Qwest will provide it wherever technically feasible. Branding provides the announcement of VoiceStream's name to VoiceStream's end users during the introduction of the call and at the completion of the call
- (E)3.1.3 If VoiceStream elects to receive the IntraLATA Call Completion service option, Qwest will provide Call Completion service, where available, using the Qwest intraLATA Toll network which allows VoiceStream's end user the option of completing the call to the requested number without having to originate another call. Call Completion is an optional service available to VoiceStream.

(E)3.2 Terms and Conditions

Qwest will provide access to Directory Assistance service via Type 2A, Ancillary, or Type 2D trunks purchased from Qwest. 2D operator service trunks will be connected directly to Qwest's Directory Assistance host switch or directly to a remote Directory Assistance switch via the trunk side. With 2D service VoiceStream will be required to order or provide an Operator Service trunk for each NPA served.

(E)3.3 Rate Elements

The following rates are contained in Part G of this Agreement.

- (E)3.3.1 A per call rate is applicable for Local Directory Assistance and National Directory Assistance Service selected by VoiceStream. The per call rate includes recurring branding and call completion charges and may be changed from time to time by Qwest and such changes may vary from state to state, but only upon thirty (30) calendar days prior written notice.
- (E)3.3.2 A non-recurring setup and recording fee will be applicable for establishing the Branding option. Such non-recurring charge must be paid prior to commencement of the service.
- (E)3.3.3 Additional charges for Qwest intraLATA Toll Service may also apply for completed intraLATA Toll calls.

(E)3.4 Ordering Process

VoiceStream will complete the "Qwest Operator Services/Directory Assistance Questionnaire" to request Directory Assistance service.

(E)3.5 Billing

(E)3.5.1 Qwest will track and bill for the number of calls placed to Qwest's Directory Assistance.

(E)3.5.2 For purposes of determining when VoiceStream is obligated to pay the per call rate, the call shall be deemed made and VoiceStream shall be obligated to pay when the call is received by the Operator Services switch. Further, an end user may request and receive no more than two (2) telephone numbers per Directory Assistance call. Qwest will not credit, rebate or waive the per call charge due to any failure to provide a telephone number.

(E)4. DIRECTORY LISTINGS.

(E)4.1 White Pages Directory Listings

(E)4.1.1 Description

White Pages Listings Service ("Listings") consists of Qwest placing the names, addresses and telephone numbers of VoiceStream's end users in Qwest's listing database, based on end user information provided to Qwest by VoiceStream. Qwest is authorized to use Listings in Directory Assistance (DA) and as noted below.

(E)4.1.2 Terms and Conditions

(E)4.1.2.1 VoiceStream will provide in standard, mechanized format, and Qwest will accept at no charge, one (1) primary listing for each main telephone number belonging to VoiceStream's end users. Primary listings for VoiceStream will include the end user Listings for wireless services and are further defined in Qwest's general exchange Tariffs. VoiceStream will be charged for premium and privacy listings, (e.g., additional, foreign, cross reference, informational, listings indented under other listings, etc.), at Qwest's general exchange listing Tariff rates, less the wholesale discount.

(E)4.1.2.2 Qwest will furnish VoiceStream the Listings format specifications. All manual requests are considered a project and require coordination between VoiceStream and Qwest to determine time frames.

(E)4.1.2.3 VoiceStream grants Qwest a non-exclusive license to incorporate Listings information into its directory assistance database. With this license Qwest will incorporate Listings in the DA database.

(E)4.1.2.4 VoiceStream hereby selects one of two options for Qwest's additional use of Listings and dissemination of Listings to third parties. If no selection is made,

VoiceStream will be automatically assigned the second option below.

OPTIONS:

(E)4.1.2.4.1 Treat the same as Qwest's end user listings - No prior authorization is needed for Qwest to release Listings to directory publishers or other third parties. Qwest will incorporate Listings information in all existing and future directory assistance applications developed by Qwest. VoiceStream authorizes Qwest to sell and otherwise make Listings available to directory publishers. Listings shall not be provided or sold in such a manner as to segregate end users by carrier. Qwest will not charge for updating and maintaining the Listings database. VoiceStream will not receive compensation from Qwest for any sale of Listings by Qwest.

(E)4.1.2.4.2 Restrict to directory assistance services provided by Qwest or other telecommunications providers -- Prior authorization required by VoiceStream for all other uses. VoiceStream makes its own, separate agreements with Qwest, other third parties and directory publishers for all uses of its Listings beyond directory assistance. Only after a third party provides proof of a VoiceStream's authorization and an order will Qwest transmit Listings to directory publishers (including Qwest's publisher affiliate), other third parties and Qwest products. Listings shall not be provided or sold in such a manner as to segregate end users by carrier.

VoiceStream hereby selects Option _____.

(E)4.1.2.5 To the extent that state Tariffs limit Qwest's liability with regard to Listings, the applicable state Tariff(s) is incorporated herein and supersedes the Limitation of Liability section of this Agreement with respect to Listings only.

- (E)4.1.2.6 Qwest is responsible for maintaining Listings, including entering, changing, correcting, rearranging and removing Listings in accordance with VoiceStream orders. Qwest will take reasonable steps in accordance with industry practices to accommodate non-published and non-listed Listings provided that VoiceStream has supplied Qwest the necessary privacy indicators on such Listings.
- (E)4.1.2.7 Qwest will include VoiceStream Listings in Qwest's Directory Assistance service to ensure that callers to Qwest's Directory Assistance service have nondiscriminatory access to VoiceStream's Listings.
- (E)4.1.2.8 Qwest will ensure VoiceStream Listings provided to Qwest are included in the white pages directory published on Qwest's behalf, in accordance with VoiceStream's selection above.
- (E)4.1.2.9 VoiceStream agrees to provide to Qwest its end user names, addresses and telephone numbers in a standard mechanized format, as specified by Qwest.
- (E)4.1.2.10 VoiceStream will supply its ACNA/CIC or CLCC/OCN, as appropriate, with each order to provide Qwest the means of identifying Listings ownership.
- (E)4.1.2.11 Upon request by Qwest, VoiceStream shall submit proof to Qwest, of authorization from each end user for which VoiceStream submits a change in end user's Listing.
- (E)4.1.2.12 VoiceStream represents and warrants the end user information provided to Qwest is accurate and correct. VoiceStream further represents and warrants that it has reviewed all Listings provided to Qwest, including end user requested restrictions on use such as non-published and non-listed. VoiceStream shall be solely responsible for knowing and adhering to state laws or rulings regarding Listings (e.g., no solicitation requirements in the states of Arizona and Oregon, privacy requirements in Colorado), and for supplying Qwest with the applicable Listing information.
- (E)4.1.2.13 VoiceStream is responsible for all dealings with, and on behalf of, VoiceStream's end users, including:
 - (E)4.1.2.13.1 All end user account activity, (e.g. end user queries and complaints).

(E)4.1.2.13.2 All account maintenance activity, (e.g., additions, changes, issuance of orders for Listings to Qwest).

(E)4.1.2.13.3 Determining privacy requirements and accurately coding the privacy indicators for VoiceStream's end user information. If end user information provided by VoiceStream to Qwest does not contain a privacy indicator, no privacy restrictions will apply.

(E)4.1.2.13.4 Any additional services requested by VoiceStream's end users.

(E)4.2 Directory Assistance List

(E)4.2.1 Description

(E)4.2.1.1 Directory Assistance List (DA List) Information consists of all Qwest and, where available, the end user name, address and telephone number information of other LECs, along with other related elements required in the provision of Directory Assistance service to VoiceStream's end users. In the case of end users who have non-published listings, Qwest shall provide the end user's local numbering plan area ("NPA"), address, and an indicator to identify the non-published status of the listing to VoiceStream; however, the non-published telephone number shall not be provided.

(E)4.2.1.2 Some LECs and Co-Providers allow Qwest to supply their DA List Information to VoiceStream without obtaining prior approval. Other LECs/Co-Providers require VoiceStream to negotiate separate agreements for the use of their DA List Information. In the latter event, VoiceStream must provide Qwest a signed letter of authorization before Qwest can release the LEC/Co-Provider's DA List Information. VoiceStream will give Qwest fourteen (14) days notice prior to the termination of any separate agreement for the use of DA List Information. Upon the effective date of such termination, Qwest will no longer supply VoiceStream with the LEC/Co-Provider's DA List Information. VoiceStream's use of other LEC/Co-Providers' end user listings shall be in accordance with the terms and conditions of the separate agreement between VoiceStream and that LEC/Co-Provider.

(E)4.2.1.3 Qwest will provide DA List Information via initial loads and daily updates either by means of a magnetic tape or Network Data Mover (NDM) or as otherwise

mutually agreed upon by the Parties. Qwest will provide all changes, additions or deletions to the DA List Information overnight on a daily basis. The Parties will use a mutually agreed upon format for the data loads.

- (E)4.2.1.4 DA List Information shall specify whether the subscriber is a residential, business, or government subscriber.
- (E)4.2.1.5 In the event VoiceStream requires a reload of DA List Information from Qwest's database in order to validate, synchronize or reconcile its database, a reload will be made available according to the rate specified in Part G.
- (E)4.2.1.6 Qwest and VoiceStream will cooperate in the designation of a location to which the data will be provided.

(E)4.2.2 Terms and Conditions

- (E)4.2.2.1 Qwest grants to VoiceStream a non-exclusive, non-transferable, revocable license to use the DA List Information solely for the purpose of providing DA service subject to the terms and conditions of this Agreement. As it pertains to the DA List Information in this Agreement, "DA service" shall mean the provision via either a live operator or a mechanized voice of telephone number and address information for an identified telephone service end user or the name and/or address of the telephone service end user for an identified telephone number.
- (E)4.2.2.2 VoiceStream shall not use the DA List Information provided hereunder for any other purpose whatsoever. By way of example and not limitation, Qwest's DA List Information shall not be used by VoiceStream for soliciting subscribers, telemarketing, creating or distributing marketing lists or other compilations of marketing information, publishing any form of directory in any media whatsoever, or providing any Internet, on-line or other electronic directory assistance service.
- (E)4.2.2.3 Qwest shall retain all right, title, interest and ownership in and to the DA Listing Information it provides hereunder. VoiceStream acknowledges and understands that while it may disclose the names, addresses, and telephone numbers (or an indication of nonpublished status) of Qwest's end users to a third party calling its Directory Assistance for such

information, the fact that such end user subscribes to Qwest's telecommunications services is confidential and proprietary information and shall not be disclosed to any third party.

- (E)4.2.2.4 VoiceStream shall not sublicense, copy or allow any third party to access, download, copy or use the DA List Information, or any portions thereof, or any information extracted therefrom. Each Party shall take commercially reasonable and prudent measures to prevent disclosure and unauthorized use of Qwest's DA List Information at least equal to the measures it takes to protect its own confidential and proprietary information, including but not limited to implementing adequate computer security measures to prevent unauthorized access to Qwest's DA List Information when contained in any database.
- (E)4.2.2.5 Any disclosure of the fact that an end user subscribes to Qwest's telecommunications services or unauthorized use of Qwest's DA List Information shall be considered a material breach of this Agreement and shall be resolved under the Dispute Resolution provisions of this Agreement.
- (E)4.2.2.6 Within five (5) days after the expiration or earlier termination of this Agreement, VoiceStream shall (a) return and cease using any and all DA List Information which it has in its possession or control, (b) extract and expunge any and all copies of such DA List Information, any portions thereof, and any and all information extracted therefrom, its files and records, whether in print or electronic form or in any other media whatsoever, and (c) provide a written certification to Qwest from an officer that all of the foregoing actions have been completed.
- (E)4.2.2.7 VoiceStream is responsible for ensuring that it has proper security measures in place to protect the privacy of the end user information contained within the DA List Information. VoiceStream must remove from its database any telephone number for an end user whose listing has become non-published when so notified by Qwest.
- (E)4.2.2.8 Audits - In accordance with Section (E). Qwest may request a comprehensive audit of VoiceStream's use of the DA List Information.

In addition to the terms specified in (E)9, the following also apply:

(E)4.2.2.8.1 As used herein, "Audit" shall mean a comprehensive review of the other Party's delivery and use of the DA List Information provided hereunder and such other Party's performance of its obligations under this Agreement. Either Party (the "Requesting Party") may perform up to two (2) Audits per 12-month period commencing with the effective date of this Agreement. Qwest shall be entitled to "seed" or specially code some or all of the DA List Information that it provides hereunder in order to trace such information during an Audit and ensure compliance with the disclosure and use restrictions set forth in (E)4.2.2 above.

(E)4.2.2.8.2 All paper and electronic records will be subject to audit.

(E)4.2.3 Rate Elements

(E)4.2.3.1 Initial Database Load - A "snapshot" of data in the Qwest DA List Information database, or portion of the database at the time the order is received.

(E)4.2.3.2 Reload - A "snapshot" of the data in the Qwest DA List Information database, or portion of the database required in order to refresh the data in VoiceStream's database.

(E)4.2.3.3 Daily Updates - Daily change activity affecting DA List Information in the listings database.

(E)4.2.3.4 One-Time Set-Up Fees - Charges for special database loads.

(E)4.2.3.5 Output Charges - Media charges resulting from either the electronic transmission or tape delivery of the DA List Information including any shipping costs.

(E)4.2.4 Ordering

(E)4.2.4.1 VoiceStream may order the initial DA List Information load or update files for Qwest's local exchange service areas in its fourteen (14) state operating territory or, where technically feasible, VoiceStream may order by Qwest White Page Directory Code or NPA.

(E)4.2.4.2 Special requests for data at specific geographic levels (such as NPA) must be negotiated in order to address data integrity issues.

(E)4.2.4.3 VoiceStream shall use the Directory Assistance List Order Form found in the Interconnect Resale and Resource Guide.

(E)4.2.5 Billing

(E)4.2.5.1 Recurring and nonrecurring rates for DA List Information are specified in Part G.

(E)5. TOLL AND ASSISTANCE OPERATOR

(E)5.1 Description

(E)5.1.1 Toll and Assistance refers to functions end users associate with the "0" operator. Subject to availability and capacity, access may be provided via Type 2A, Ancillary or Type 2D trunks purchased from Qwest or provided by VoiceStream via Collocation arrangements to route calls to VoiceStream's platform.

(E)5.1.2 Operator Services provides assistance to VoiceStream's end user on placing or completing calls, connecting to directory assistance, and handling emergency calls for police, sheriff and fire of VoiceStream's end user. Operator Services also provides connections to the business office or repair, provides dialing instructions and other assistance as necessary.

0- (zero minus) provides general assistance.

0+ (zero plus) provides Alternate Billing Services (ABS) such as billed to third number collect and calling card where technically feasible.

(E)5.1.3 Emergency Assistance – Provide assistance for handling the emergency local and intraLATA toll calls to emergency agencies of VoiceStream's end user, including but not limited to, police, sheriff, highway patrol and fire. VoiceStream is responsible for providing Qwest with the appropriate emergency agency numbers and updates.

(E)5.1.4 Busy Line Verification ("BLV") is performed when VoiceStream's end user requests assistance from the operator to determine if the called line is in use. The operator will not complete the call for the end user initiating the BLV inquiry. Only one (1) BLV attempt will be made per end user call, and a charge shall apply.

(E)5.1.5 Busy Line Interrupt ("BLI") is performed when VoiceStream's end user requests assistance from the operator to interrupt a telephone call in progress after BLV has occurred. The operator will interrupt

the busy line and inform the called party that there is a call waiting. The operator will only interrupt the busy line and will not connect VoiceStream's end user and the calling party. The operator will make only one (1) BLI attempt per end user call and the applicable charge applies whether or not the called party releases the line.

(E)5.2 Terms and Conditions

- (E)5.2.1 Interconnection to Qwest Toll and Assistance Operator Services from a wireless switching office to Qwest is technically feasible at two (2) distinct points on the trunk side of the switch. The first connection point is an operator services trunk connected directly to the Qwest Operator Services host switch. The second connection point is an operator services trunk connected directly to a remote Qwest Operator Services switch.
- (E)5.2.2 Trunk provisioning and facility ownership will follow Qwest guidelines.
- (E)5.2.3 Operator Services Interconnection will require an operator services type trunk between the end office and the Interconnection point on the Qwest switch.
- (E)5.2.4 The technical requirements of operator services type trunks and the circuits to connect the positions to the host are covered in the Operator Services System Generic Requirement (OSSGR), Bellcore Document FR-NWT-000271, Section 6 (Signaling) and Section 10 (System Interfaces) in general requirements form.
- (E)5.2.5 Qwest will perform Operator Services in accordance with operating methods, practices, and standards in effect for all its end users.
- (E)5.2.6 It is understood that Qwest shall not be obligated to provide specific operator services where there are facility or technical limitations. Qwest, in its reasonable discretion, may modify and change the nature, extent and detail of specific operator services from time to time.
- (E)5.2.7 Qwest shall maintain adequate equipment and personnel to reasonably perform the Operator Services. VoiceStream shall provide and maintain the facilities necessary to connect its end users to the locations where Qwest provides the Operator Services and to provide all information and data needed or reasonably requested by Qwest in order to perform the Operator Services.

(E)5.3 Rate Elements

Two pricing options exist as described below.

(E)5.3.1 Option A - Price Per Message

- (E)5.3.1.1 Operator Handled Calling Card – For each completed calling card call that was dialed 0+ where the operator entered the calling card number.
- (E)5.3.1.2 Machine Handled Call – For each completed call that was dialed 0+ where the end user entered the required information, such as calling card number.
- (E)5.3.1.3 Station Call – For each completed station call, including station sent paid, collect, third number special billing or 0- calling card call.
- (E)5.3.1.4 Person Call – For each completed person to person call regardless of the billing used by the end user.
- (E)5.3.1.5 Connect to Directory Assistance – For each operator placed call to directory assistance.
- (E)5.3.1.6 Busy Line Verify – For each call where the operator determines that conversation exists on a line.
- (E)5.3.1.7 Busy Line Interrupt – For each call where the operator interrupts conversation on a busy line and requests release of the line.
- (E)5.3.1.8 Operator Assistance – For each local call completed or not, that does not potentially generate an operator surcharge. These calls include, but are not limited to: calls given the DDD rate because of transmission problems; calls where the operator has determined there should be no charge, such as Busy Line Verify attempts where conversation was not found on the line; calls where the end user requests information from the operator and no attempt is made to complete a call; and calls for quote service.
- (E)5.3.1.9 “Completed call” as used in this Section, shall mean that the end user makes contact with the location, telephone number, person or extension designated by the end user. A completed call shall be computed and recorded in accordance with the methods and practices of Qwest and the operating capacity and ability of Qwest’s measuring equipment.

(E)5.3.2 Option B - Price Per Work Second and Computer Handled Calls

- (E)5.3.2.1 Operator Handled - Per operator work second for all operator assisted services and functions of services. VoiceStream is charged per work second for all calls originating from its end users and facilities that go to Qwest's operator for handling. Work second charging begins when the Qwest operator position connects with VoiceStream's end user and terminates when the connection between the Qwest operator position and VoiceStream's end user is terminated.
- (E)5.3.2.2 Machine Handled - Per call for all services which are handled solely by computers and Qwest equipment. Calls without live operator intervention are computer (machine) handled and include, but are not limited to, credit card calls where the end user enters the calling card number, calls originating from coin telephones where the computer requests deposit of coins, additional end user key actions, recording of end user voice, etc.

(E)5.4 Ordering Process

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

(E)5.5 Billing

- (E)5.5.1 Qwest will track usage and bill VoiceStream for the calls placed by VoiceStream's end users and facilities.
- (E)6.5.2 Qwest will compute VoiceStream's invoice based on both Option A (Price Per Message) and Option B (Price Per Work Second and Machine Handled Calls). Qwest will charge VoiceStream whichever result is less.
- (E)6.5.3 If, due to equipment malfunction or other error, Qwest does not have available the necessary information to compile an accurate billing statement, Qwest may render a reasonably estimated bill, but shall notify VoiceStream of the methods of such estimate and cooperate in good faith with VoiceStream to establish a fair, equitable estimate. Qwest shall render a bill reflecting actual billable quantities when and if the information necessary for the billing statement becomes available.

(E)6. ADVANCED INTELLIGENT NETWORK (AIN)

(E)6.1 Description

AIN services are offered and available as an enhancement to VoiceStream's SS7 capable network structure and operation using AIN Version 0.1 capable switches.

- (E)6.1.1 Access to AIN Service Creation Environment - AASCE allows VoiceStream to utilize Qwest's AIN service application development process to develop new AIN services or features. AASCE is determined on an individual case basis. The elements are also combined on an individual case basis to meet VoiceStream's request. Services developed through the AASCE process can either be implemented in Qwest's network or handed off to VoiceStream to be installed in its own network.
- (E)6.1.2 Access to AIN OSS/SMS (AAOS) – This service allows VoiceStream to provide specific Qwest AIN services/features to its end users as well as any AIN service that is deployed for VoiceStream utilizing the AASCE process in Qwest's SCP. Qwest is responsible for the provisioning of these AIN services. VoiceStream will be able to populate data for provisioning of the Call Processing Records (CPRs) stored in the SCP for AIN services. The process to provision, modify or update information in the AIN databases is predominately manual.
- (E)6.1.3 AIN Query Processing (AQP)- TCAP queries are used to collect information from the AIN database for use in call processing of the AIN based services above. VoiceStream launches a query from an AIN capable switch over the SS7 network to the Qwest Signal Transfer Point (STP). Routing may be accomplished in two scenarios:

From VoiceStream Service Switching Point (SSP) through a Qwest Local STP and then to the Qwest Regional STP (RSTP).

Through a VoiceStream RSTP to Qwest RSTP arrangement.

From the RSTP the query is directed to Qwest's SCP to collect data for the response to the originating switch.

(E)6.2 Terms and Conditions

- (E)6.2.1 Access to AIN Service Creation Environment (AASCE) – Since each proposed service is unique and complex, when AASCE is ordered, Qwest conducts a feasibility study which estimates the amount of time and cost necessary to develop the proposed service or enhancement. The charges associated with the feasibility analysis, development and implementation are negotiated under a separate contract. The service is developed and tested in a Qwest lab environment. If the service is implemented in Qwest's network, it goes through network test prior to implementation.
- (E)6.2.2 Access to AIN OSS/SMS (AAOS)

- (E)6.2.2.1 Prior to activation of the AIN feature, VoiceStream's switch point code must be activated for AIN processing on the CCSAC/SS7 link (described in Section (E)8 for Options Activation) that is sending the AIN query.
 - (E)6.2.2.2 Qwest will provide requirements for data load preparation and delivery by VoiceStream.
 - (E)6.2.2.3 In order to make AAOS service work, service logic must be loaded to provision an AIN service on the platform for VoiceStream. Qwest is responsible for provisioning the Call Processing Record (CPR) in the SCP.
 - (E)6.2.2.4 Each end user line must be provisioned by the facility owner. VoiceStream is responsible for setting the AIN trigger in its switch.
- (E)6.2.3 AIN Query Processing
Qwest will certify and test VoiceStream switch for AIN message transmission to assure quality performance, as described in Section (E)8.2. Qwest and VoiceStream will test cooperatively.
- (E)6.2.4 Query types accepted:
the Qwest AIN SCP can accept and process ANSI41 Standard queries for specific services (Reference: Interconnection Resource Guide).
- other AIN Services may require service logic changes to add this capability. These changes to service logic would be managed through the AASCE process at VoiceStream expense.

(E)6.3 Rate Elements

- (E)6.3.1 Access to AIN Service Creation Environment (AASCE) - Hourly rates are applicable for each component of the AASCE service according to the estimates determined in the feasibility analysis. A separate contract will identify the specific charges for each component and specify the terms and conditions for payment.
- (E)6.3.2 Access to AIN OSS/SMS (AAOS) - AAOS is billed a monthly recurring and a one-time nonrecurring charge for each AIN feature activated, per telephone number.
- (E)6.3.3 AIN Query Processing - The AIN service is billed on a monthly recurring and/or a per query charge basis.

(E)6.4. Ordering

- (E)6.4.1 AASCE is ordered on an individual case basis and is coordinated through the Qwest Account Manager and the AIN Product Manager. One-time and miscellaneous charges are detailed in the contract described above.

Due date intervals for the proposal phase are detailed below.

Within five (5) business days of receipt of an inquiry, Qwest will provide the customer with the Service Request form.

Within ten (10) business days of receiving the completed Service Request Form, Qwest will provide a written acknowledgement of receipt.

Within fifteen (15) business days after acknowledgement, Qwest will assess the Service Request and prepare for a meeting with the customer to review the Service Request.

Qwest will be available to attend a Service Request Meeting within five (5) business days of the completion of the Service Request assessment. The Service Request will be considered accepted once Qwest and VoiceStream come to an agreed upon understanding of the service feature set and scope.

Within thirty (30) business days of acceptance of the Service Request, Qwest will provide a response, the Service Evaluation, which includes an initial service evaluation and, development time and cost estimates.

Within ninety (90) business days of VoiceStream approval of the Service Evaluation, Qwest will complete a Feasibility Analysis, development time and costs.

Remaining deliverables are negotiated with VoiceStream so that mutually agreeable due dates based on service complexity are established. Due date intervals are negotiated on an individual case basis.

- (E)6.4.2 AAOS is ordered using the LSR form.

(E)6.4.2.1 In the event that miscellaneous charges apply, they will be applied consistent with the application used for equivalent services ordered by Qwest end users.

(E)6.4.2.2 The due date intervals will be consistent with the due dates used for equivalent services ordered by Qwest end users. Upon receipt of a complete and accurate LSR, Qwest will load VoiceStream records into the AIN database within ten (10) days. Qwest will also establish translations at the STP to allow query

access from VoiceStream's switch within ten (10) days.

(E)6.4.2.3 Completion notification will be either by e-mail or by fax.

(E)6.4.2.4 Qwest will provide jeopardy notification under terms and conditions consistent with Qwest end users.

(E)6.4.2.5 Qwest will provide Firm Order Confirmation (FOC) under terms and conditions consistent with Qwest end users.

(E)6.4.2.6 The service order interval begins when a complete and accurate LSR is received in the Interconnect Service Center by 3:00 p.m., Mountain Time.

(E)6.4.3 AIN Query Processing (AQP) – is specific to the service ordered and must be established at the time of the AAOS ordering process.

(E)7. INTERCONNECTION TO LINE INFORMATION DATABASE (LIDB)

(E)7.1 Description

(E)7.1.1 Description - Line Information Database (LIDB) Storage.

Line Information Database (LIDB) stores various telephone line numbers and Special Billing Number (SBN) data used by operator services systems to process and bill Alternately Billed Services (ABS) calls. The operator services system accesses LIDB data to provide originating line (calling number), billing number and terminating line (called number) information. LIDB is used for calling card validation, fraud prevention, billing or service restrictions and the sub-account information to be included on the call's billing record.

Bellcore's GR-446-CORE defines the interface between the administration system and LIDB including specific message formats. (Bellcore's TR-NWP-000029, Section 10).

(E)7.1.2 Description - Line Validation Administration System (LVAS) Access

LVAS is the comprehensive administrative management tool which loads the LIDB data and coordinates line record updates in Qwest's redundant LIDB databases. LVAS is the vehicle which audits stored information and assures accurate responses.

Development is currently in progress which will allow VoiceStream access to a mediated electronic interface which will enable VoiceStream to add, update, and delete VoiceStream end user line

records. Until an electronic interface is available, VoiceStream will submit LIDB updates via a manual fax or e-mail process.

LVAS access is available only to facility based Co-Providers.

(E)7.1.3 Description - LIDB Query Service

LIDB Query Service provides information to query originators for use in processing Alternately Billed Services (ABS) calls. ABS call types include calling card, billed to third number, and collect calls.

On behalf of VoiceStream Qwest will process LIDB queries from query originators (Telecommunications Carriers) requesting VoiceStream telephone line number data. Qwest allows LIDB query access through Qwest regional STPs. The terms and conditions which apply to LIDB Query Service are in accordance with FCC Tariff #5, Section 20.

(E)7.1.4 Description - Fraud Alert Notification

The Watch Dog Fraud Management System (FMS) processes the LIDB query detail records to establish patterns and identify potential fraudulent situations. Watch Dog issues an alert to the Qwest Fraud Investigation Unit (FIU). Qwest will notify VoiceStream of system alerts on VoiceStream end user lines.

(E)7.2 Terms and Conditions

(E)7.2.1 Terms and Conditions - Line Information Database (LIDB) Storage

VoiceStream will provide initial data, add, update or delete data, and license said data to Qwest for placement in Qwest's LIDB. VoiceStream will provide and maintain necessary information to enable Qwest to provide LIDB services. VoiceStream will ensure, to the extent possible, the accuracy of the data provided to Qwest for storage in Qwest's LIDB, and supply updated and changed data in a timely manner.

(E)7.2.2 Terms and Conditions - LVAS Access

VoiceStream will provide Qwest with the following information:

(E)7.2.2.1 The LIDB service requested (i.e. calling name, calling cards, Originating Line Number Screening (OLNS), ABS, etc.);

(E)7.2.2.2 VoiceStream's Revenue Accounting Office (RAO), Operating Customer Number (OCN), and/or Local Service Provider Identification (LSPI);

- (E)7.2.2.3 The NPA NXX and signaling point codes for the operator or end office switches from which queries are launched;
 - (E)7.2.2.4 The identity of VoiceStream's SS7 provider for Number Portability, ABS, OLNS and calling name;
 - (E)7.2.2.5 The identity of VoiceStream's operator services provider for ABS queries;
 - (E)7.2.2.6 A forecast for changes in volumes of line records, both increases and decreases;
 - (E)7.2.2.7 The contact names and fax numbers of all VoiceStream personnel to be contacted for fraud notification, and LIDB data administration;
 - (E)7.2.2.8 The establishment of VoiceStream line records will be provisioned through an interim manual process. An ASCII file must be e-mailed from VoiceStream to Qwest up to two (2) times per day; at 12:00 p.m. and 5:00 p.m. Mountain Time;
 - (E)7.2.2.9 After Qwest receives the file, Qwest will attempt to load the file into LVAS. If Qwest successfully loads the file into LVAS, the originator of VoiceStream's files will be notified by Qwest;
 - (E)7.2.2.10 In the event that Qwest is not successful in loading the file because errors were detected, Qwest will e-mail the file back to VoiceStream with an error notice;
 - (E)7.2.2.11 VoiceStream will e-mail to Qwest all updates, adds, changes, and deletions, subsequent to the initial file for establishment;
 - (E)7.2.2.12 Qwest will provide to VoiceStream the necessary methods and procedures when the LVAS electronic interface becomes available.
- (E)7.2.3 Terms and Conditions - LIDB Query Service
- (E)7.2.3.1 All LIDB queries and responses from operator services systems and end offices are transmitted over a CCS network using a Signaling System 7 (SS7) protocol (TR-NWT-000246, Bell Communications Research Specification of Signaling System 7).
 - (E)7.2.3.2 The application data needed for processing LIDB data are formatted as Transaction Capabilities Application

Part (TCAP) messages. TCAP messages may be carried as an application level protocol using SS7 protocols for basic message transport.

(E)7.2.3.3 The SCP node provides all protocol and interface support. VoiceStream SS7 connections will be required to meet Bellcore's GR905, TR954 and USW's Technical Publication 77342 specifications.

(E)7.2.3.4 Qwest will include VoiceStream-provided data in Qwest's LIDB, and allow access to the data subject to Qwest negotiated agreements with Telecommunications Carriers, allowing VoiceStream's end users the same benefits of said agreements as enjoyed by Qwest end users. Qwest will update VoiceStream data, as requested by VoiceStream. Qwest will perform services provided hereunder and determine the applicable standard for the data, in accordance with operating methods, practices and standards in effect.

(E)7.2.4 Terms and Conditions - Fraud Alert Notification

Qwest will notify VoiceStream of system alerts on VoiceStream end user lines. At the direction of VoiceStream, Qwest will institute a block to prevent any further occurrence of fraud or uncollectible toll charges in accordance with practices used by Qwest for its own end users. Such practices include, but are not limited to, removing from valid data those data which incur fraud or uncollectible toll charges.

(E)7.3 Rate Elements

(E)7.3.1 Rate Elements - Line Information Database (LIDB) Storage

LIDB Data Storage does not have a recurring charge. When electronic access becomes available, a one-time non-recurring fee will be charged for the initial load of VoiceStream's data into LIDB.

(E)7.3.2 Rate Elements - Line Validation Administration System (LVAS) Access

(E)7.3.2.1 LIDB Line Record Initial Load Charge - Qwest's vendor charges Qwest to format end user line record information data so that it may be loaded into LVAS. Qwest will pass this nonrecurring charge along to VoiceStream.

(E)7.3.2.2 Mechanized Service Account Update - LVAS Access is the product which allows VoiceStream to add, update and delete telephone line numbers from the Qwest LIDB for VoiceStream's end users. LVAS

processing will be billed per each addition or update processed. No charge to delete.

(E)7.3.2.3 Individual Line Record Audit - VoiceStream may verify the data for a given ten digit line number using an inquiry on its end user data.

(E)7.3.2.4 Account Group Audit - VoiceStream may audit an individual Account Group NPA-NXX using a fax.

(E)7.3.2.5 Expedited Request Charge for Manual Updates - An update request that is outside of the normal batch process and requires immediate action to the database (i.e., deny PIN number).

(E)7.3.3 Rate Elements - LIDB Query Service

(E)7.3.3.1 A query validation rate and a query transportation rate will apply to all LIDB queries for Alternately Billed Services (ABS) calls processed by an Operator Services Switch.

(E)7.3.4 Rate Elements - Fraud Alert Notification

Fraud Alert Notification will be billed on a per alert basis.

(E)7.4 Ordering Process

(E)7.4.1 Ordering - Line Information Database (LIDB) Storage

Qwest will be responsible for loading and updating VoiceStream's line records into the LIDB database from the data provided by VoiceStream. The establishment of VoiceStream line records will be provisioned through an interim manual process. An ASCII file must be e-mailed from VoiceStream to Qwest. Updates, adds, changes and deletions subsequent to the initial file for establishment can either be e-mailed or faxed to Qwest. VoiceStream is responsible for the accuracy of the data which is sent to Qwest.

Inquiries from VoiceStream must be faxed to Qwest using the approved forms appropriate for the type of inquiry requested.

(E)7.4.2 Ordering-LVAS Access

LVAS report queries from VoiceStream must be faxed to Qwest MIDAS center using the approved forms appropriate for the type of inquiry requested.

(E)7.4.3 Ordering- LIDB Inquiry Service

LIDB requires a connection to the Common Channel Signaling Network (CCSN), therefore, VoiceStream must have Common Channel Signaling Access Capability (CCSAC).

Provisioning of LIDB is done via the LIDB Access Request Form. In addition to the LIDB Request Form, Hub Providers requesting LIDB services on behalf of end users must furnish Qwest a Letter of Agency to prove that they have customer authorization to provide these services. This letter must be on file prior to provisioning.

(E)7.4.4 Ordering - Fraud Alert Notification

As part of the planning for LIDB Data Storage, VoiceStream will provide Qwest a contact for fraud notification. The contact must be available 24 hours a day, 7 days a week. Qwest will not take any action when fraud notification is received other than to notify VoiceStream. VoiceStream may request that Qwest deny a calling card. Any request of this type must be followed up by a fax as a confirmation.

(E)7.5 Billing

(E)7.5.1 Line Validation Administration System (LVAS) Access

When electronic access becomes available, a per query rate will apply to each Mechanized Service Account Update, Individual Line Record Audit, Account Group Audit, and Expedited Request Charge for Manual Updates.

(E)7.5.2 LIDB Query Service

LIDB Query Service will be billed as outlined in FCC No. 5, Section 20.

(E)7.5.3 Fraud Alert Notification

A per occurrence rate will apply for each Fraud notification alert.

(E)8. ACCESS TO POLES, DUCTS, CONDUITS AND RIGHTS OF WAY

(E)8.1 Description

(E)8.1.1 Pole Attachments - Qwest will lease available pole attachment space to VoiceStream for the placing of VoiceStream's facilities for the purpose of transmitting Telecommunications Services.

(E)8.1.2 Ducts and Conduits - Qwest will lease available underground ducts/conduits, for transmitting Telecommunications Services. A spare conduit will be leased for copper facilities only, and an innerduct for the purpose of placing fiber.

(E)8.2 Terms and Conditions

- (E)8.2.1 Subject to the provisions of this Agreement, Qwest agrees to issue to VoiceStream authorization for VoiceStream to attach, maintain, rearrange, transfer, and remove at its sole expense its facilities on Poles/Innerduct owned in whole or in part by Qwest. Any and all rights granted to VoiceStream shall be subject to and subordinate to any future local, state and/or federal requirements.
- (E)8.2.2 VoiceStream shall provide a map of the requested Poles/Innerduct route, including estimated distances between major points, the identification and location of the Poles/Innerduct, and a description of VoiceStream's facilities.
- (E)8.2.3 Except as expressly provided herein, nothing herein shall be construed to compel Qwest to construct, install, modify, or place any Poles/Innerduct or other facility for use by VoiceStream.
- (E)8.2.4 Any Order issued hereunder shall continue in effect for the term specified in the Order.
- (E)8.2.5 If Qwest terminates an Order for cause, or if VoiceStream terminates an Order without cause, VoiceStream shall pay termination charges equal to the amount of fees and charges remaining on the terminated Order(s) and shall remove its facilities from the Poles/Innerduct within sixty (60) calendar days, or cause Qwest to remove its facilities from the Poles/Innerduct at VoiceStream's expense; provided, however, that VoiceStream shall be liable for and pay all fees and charges provided for in this Agreement to Qwest until VoiceStream's facilities are physically removed. "Cause" as used herein shall include but not be limited to VoiceStream's use of its facilities in violation of any law or in aid of any unlawful act or making an unauthorized modification to Qwest's Poles/Innerduct.
- (E)8.2.6 USW may abandon any Poles/Innerduct at any time by giving written notice to VoiceStream. Upon abandonment of Poles/Innerduct, and with the concurrence of the other joint user(s), if necessary, VoiceStream shall, within sixty (60) calendar days of such notice, either apply for usage with the new owner or purchase the Poles/Innerduct from Qwest, or remove its facilities therefrom. Failure to remove its facilities within sixty (60) calendar days shall be deemed an election to purchase the Poles/Innerduct at the current market value.
- (E)8.2.7 Qwest retains the right, to determine the availability of space on Poles/Innerduct. In the event Qwest determines that rearrangement of the existing facilities on Poles/Innerduct is required before VoiceStream's facilities can be accommodated, the cost of such modification will be included in VoiceStream's nonrecurring charges for the associated Order ("Make-ready fee"). When modifications to a Qwest spare conduit include the placement

of Innerduct, Qwest will install the number of Innerduct required to fill the conduit structure to its full capacity.

- (E)8.2.8 Qwest shall make manhole ingress and egress for Innerduct access available to VoiceStream. Qwest will perform a feasibility study to determine whether to provide a stub out via the pre-constructed knock out within the manhole, or to perform a core drill of the manhole.
- (E)8.2.9 Where such authority does not already exist, VoiceStream shall be responsible for obtaining the necessary legal authority to occupy Poles/Innerduct on governmental, federal, Native American, and private rights of way in order. VoiceStream shall obtain any permits, licenses, bonds, or other necessary legal authority and permission, at VoiceStream's sole expense, in order to perform its obligations under this Agreement. VoiceStream shall contact all owners of public and private rights-of-way to obtain the permission required to perform the work prior to entering the property or starting any work thereon. VoiceStream shall comply with all conditions of rights-of-way and permits.
- (E)8.2.10 VoiceStream's facilities shall be placed and maintained in accordance with the requirements and specifications of the current applicable standards of Bellcore Manual of Construction Standards, the National Electrical Code, the National Electrical Safety Code, and the rules and regulations of the Occupational Safety and Health Act, all of which are incorporated by reference, and any governing authority having jurisdiction. Where a difference in specifications exists, the more stringent shall apply. Failure to maintain facilities in accordance with the above requirements shall be cause for termination of the Order. Qwest's procedures governing its standard maintenance practices shall be made available upon request for public inspection at the appropriate Qwest premises. VoiceStream's standard maintenance practices for facilities shall be made available to Qwest upon request. VoiceStream shall in a timely manner comply with all requests from Qwest to bring its facilities into compliance with these terms and conditions.
- (E)8.2.11 If VoiceStream requests Qwest to replace or modify existing Poles/Innerduct to increase its strength or capacity for the sole benefit of VoiceStream, VoiceStream shall pay Qwest the total replacement cost, Qwest's cost to transfer its attachments to new Poles/Innerduct, as necessary, and the cost for removal (including destruction fees) of the replaced Poles/Innerduct, if necessary. Ownership of new Poles/Innerduct shall vest in Qwest. To the extent that a modification is incurred for the benefit of multiple parties, VoiceStream shall pay a proportionate share of the total cost based on the ratio of the amount of new space occupied by the facilities to the total amount of space occupied by all parties joining the modification. Modifications that occur in order to bring

Poles/Innerduct into compliance with applicable safety or other requirements shall be deemed to be for the benefit of multiple parties and VoiceStream shall be responsible for its share of the modification cost.

- (E)8.2.12 Notification of modifications initiated by or on behalf of Qwest shall be provided to VoiceStream at least sixty (60) calendar days prior to beginning modifications. Such notification shall include a brief description of the nature and scope of the modification. If VoiceStream does not rearrange its facilities within sixty (60) days after receipt of written notice from Qwest requesting rearrangement, Qwest may perform or have performed such rearrangement and VoiceStream shall pay the cost thereof. No such notice shall be required in emergency situations or for routine maintenance of Poles/Innerduct.
- (E)8.2.13 Qwest reserves the right to make on-site/final construction, subsequent and periodic inspections of VoiceStream's facilities occupying the Poles/Innerduct system. VoiceStream shall reimburse Qwest for the cost of such inspections except where specified in this Section.
- (E)8.2.14 VoiceStream shall provide written notice to Qwest, in advance, of the locations where VoiceStream's plant is to be constructed. Qwest shall notify VoiceStream in writing of the date of the completion of the final construction inspection.
- (E)8.2.15 When final construction inspection by Qwest has been completed, VoiceStream shall correct such non-complying conditions within the period of time specified by Qwest in its written notice. If corrections are not completed within the specified period, occupancy authorizations for the Poles/Innerduct system where non-complying conditions remain uncorrected shall terminate forthwith, regardless of whether VoiceStream has energized the facilities occupying said Poles/Innerduct system and VoiceStream shall remove its facilities from said Poles/Innerduct in accordance with the provisions of this Section. No further occupancy authorization shall be issued to VoiceStream until such non-complying conditions are corrected or until VoiceStream's facilities are removed from the Poles/Innerduct system where such non-complying conditions exist. If agreed between both Parties, Qwest shall perform or have performed such corrections and VoiceStream shall pay Qwest the cost of performing such work. Subsequent inspections to determine if appropriate corrective actions have been taken may be made by Qwest.
- (E)8.2.16 Once VoiceStream's facilities begin occupying the Poles/Innerduct system, Qwest may perform periodic inspections. Qwest shall bear the cost of such inspections unless the results of the inspection reveal any violation or hazard, or that VoiceStream has in any other way failed to comply with the provisions of this Agreement; in which

case VoiceStream shall reimburse Qwest the costs of inspections and re-inspections, as required. VoiceStream's representative may accompany Qwest on such field inspections.

- (E)8.2.17 The costs of inspections made during construction and/or the final construction survey and subsequent inspection shall be billed to VoiceStream upon completion of the inspections. The cost of periodic inspection or any special inspections found necessary due to the existence of sub-standard or unauthorized occupancies shall be billed separately.
- (E)8.2.18 Final construction, subsequent, and periodic inspections or the failure to make such inspections, shall not impose any liability of any kind upon Qwest nor relieve VoiceStream of any responsibilities, obligations, or liability assigned under this Agreement.
- (E)8.2.19 Should Qwest under the provisions of this Agreement remove VoiceStream's facilities from the Poles/Innerduct covered by any Order, Qwest will deliver the facilities removed upon payment by VoiceStream of the cost of removal, storage and delivery, and all other amounts due Qwest. If VoiceStream removes facilities from Poles/Innerduct for other than repair or maintenance purposes, no replacement on the Poles/Innerduct shall be made until all outstanding charges due Qwest for previous occupancy have been paid in full. VoiceStream shall advise Qwest in writing as to the date on which the removal of facilities from the Poles/Innerduct has been completed.
- (E)8.2.20 If any facilities are found attached to Poles/Innerduct for which no Order is in effect, Qwest, without prejudice to its other rights or remedies under this Agreement, may assess a charge and VoiceStream agrees to pay a charge of \$200.00 per Pole/Innerduct run, plus payment as specified in this Section. VoiceStream is required to submit in writing, within ten (10) days after receipt of written notification from Qwest of the unauthorized occupancy, a Poles/Innerduct application. If such application is not received by Qwest within the specified time period, VoiceStream will be required to remove its unauthorized facility within ten (10) days of the final date for submitting the required application, or Qwest may remove VoiceStream's facilities without liability, and the cost of such removal shall be borne by VoiceStream.
- (E)8.2.21 No act or failure to act by Qwest with regard to an unauthorized occupancy shall be deemed as the authorization of the occupancy. Any subsequently issued authorization shall not operate retroactively or constitute a waiver by Qwest of any of its right or privileges under this Agreement or otherwise. VoiceStream shall be subject to all liabilities of the Agreement in regard to said unauthorized occupancy from its inception.

(E)8.3 Rate Elements

- (E)8.3.1 Inquiry Fee - A non-refundable charge used to recover the costs associated with performing an internal record review to determine if a requested route and/or facility is available for lease.
- (E)8.3.2 Field Verification Fee - A non-refundable charge which recovers the field survey required for a site investigation and to determine the scope of any required make-ready work.
- (E)8.3.3 Make-Ready Work - A non-refundable charge which recovers the necessary work required to make the requested facility available for lease. For innerduct leases this could include, but is not limited to, the placing of innerduct in conduit/duct systems or core drilling of manholes. For pole attachment requests this could include, but is not limited to the replacement of poles to meet required clearances over roads or land.
- (E)8.3.4 Pole Attachment Fee - An annual fee which is charged for the occupancy of one (1) foot of pole space.
- (E)8.3.5 Innerduct Occupancy Fee - An annual fee which is charged for the occupancy of an innerduct on a per foot basis.

(E)8.4 Ordering

The Ordering Process has five (5) distinct steps:

- (E)8.4.1 Inquiry - VoiceStream will supply the General Information section of the Qwest Pole and Anchor Attachment and/or Innerduct Occupancy Form along with the Inquiry Fee.
- (E)8.4.2 Qwest will complete the inquiry review and prepare and return a Poles/Innerduct Permit Processing Costs Quotation (estimated costs) to VoiceStream within ten (10) business days or within the time frames of the applicable federal or state law, rule or regulation. This time frame is applicable to the standard inquiry of one hundred (100) Poles or fewer, or thirty (30) Utility Holes sections or fewer. An Inquiry which exceeds the standard will have negotiated completion dates for the records review. The poles/Innerduct Permit Processing Costs quotation shall be valid for ninety (90) calendar days.
- (E)8.4.3 Request. Upon review and acceptance of the Cost Quotation and payment of the estimated costs, Qwest will provide the requested information which may or may not include the following: a review of public and internal right-of-way records for restrictions and to identify to VoiceStream what additional right of way permission is required; a field survey and site investigation of the Poles/Innerduct, including the preparation of distances and drawings, to determine availability on existing Poles/Innerduct; identification of Make-ready costs required from VoiceStream, if applicable, prior to installing its

facilities; the schedule in which the Make-ready work will be completed, and the annual recurring prices associated with the attachment of facilities. Such work shall be completed within thirty-five (35) business days for a standard inquiry of One Hundred (100) Poles or less, or Thirty (30) Utility Hole sections or less, or as negotiated between Qwest and VoiceStream identified in the Cost Quotation.

(E)8.4.4 The costs included in the Cost Quotation are used to cover the actual costs incurred by Qwest in determining if Poles/Innerduct space is available to meet VoiceStream's request; however, VoiceStream will be responsible for payment of the actual costs incurred if such costs exceed the estimate. If the actual costs are less than the estimate, an appropriate credit will be made towards the Poles/Innerduct Make-ready or nonrecurring fees. If Qwest denies the Poles/Innerduct request, Qwest shall do so in writing, specifying the reasons for denial along with all relevant evidence and supporting information and will also refund the difference between the costs incurred and those prepaid by VoiceStream, if any.

(E)8.4.5 Upon completion of the work described above, Qwest shall provide VoiceStream a Poles/Innerduct Order containing estimated Make-ready costs, field survey drawings, annual recurring charges. Upon receipt of an accepted Poles/Innerduct Order from VoiceStream and applicable payment for the Make-ready fees identified, Qwest will assign VoiceStream's requested space and complete the Make-ready work which may be required. Unless Qwest is requested by VoiceStream to perform work associated with the attachment of facilities, Qwest will notify VoiceStream when Poles/Innerduct are ready for attachment of facilities.

(E)8.5 Billing

VoiceStream agrees to pay Qwest Poles/Innerduct usage fees ("Fees") as specified in the Order. Fees will be computed in compliance with applicable local, state and Federal guidelines. Such Fees will be assessed on an annual basis with a \$200.00 minimum per application. Annual Fees will be assessed as of January 1 of each year. Fees are not refundable except as expressly provided herein.

(E)8.6 Maintenance and Repair

In the event of any service outage affecting both Qwest and VoiceStream, repairs shall be effectuated on a nondiscriminatory priority basis as established by local, state or federal requirements, or where such requirements do not exist, repairs shall be made in the following order: electrical, telephone (local), telephone (long distance), and cable television, or as mutually agreed to by the users of the affected Poles/Innerduct.

(E)9. 8XX DATABASE QUERY SERVICE

(E)9.1 Description

8XX Database Query Service is an originating service which provides for the forwarding of VoiceStream end user dialed 8XX-NXX-XXXX calls to a toll carrier, based on the dialed 8XX number. When an 8XX call is originated by VoiceStream's end user, VoiceStream's SSP (SS7 equipped end office) will send an 8XX query to the Qwest 8XX Service Control Point (SCP) through the Qwest Signaling Transfer Point (STP). The Qwest SCP will perform the carrier identification function based on the dialed digits to determine the toll carrier trunk group to which the call should be routed in accordance with the Service Management System/800 (SMS/800) information residing in the Qwest SCP. The SCP will transmit the results of the carrier identification function back to VoiceStream's SSP through the Qwest STP. The results of the carrier identification function will be the Carrier Identification Code (CIC) and/or the vertical features associated with the 8XX number. Call routing information in the SMS/800 Database reflects the desires of the owner of the 8XX number as entered in the SMS/800 by its chosen responsible organization. The cost of the 8XX database query will be billed to the toll carrier whose CIC is returned from the 8XX Database Query.

(E)9.2 8XX Optional Features

- (E)9.2.1 POTS Translation - Delivers the ten-digit Plain Old Telephone Service (POTS) number to VoiceStream. To determine that the call originated as an 8XX number, the trunk group must be provisioned with Automatic Number Identification (ANI). ANI digit 24 will be delivered to the trunk group.
- (E)9.2.2 Call Handling and Destination Features - This will allow routing options by specifying a single carrier, multiple carriers, single termination or multiple terminations. Multiple terminations may require the POTS translation feature. Variable routing options are:

Routing by originating NPA-NXX-XXXX
Time of day
Day of week
Specified date
Allocation by percentage

(E)9.3 Rate Elements

- (E)9.3.1 The recurring charges for 8XX Database Query Service, POTS Translation, and Call Handling and Destination Features are contained in Part G of this Agreement.
- (E)9.3.2 The rates for 8XX Database Query Service only apply to queries for local 8XX calls. Local calls are defined as 8XX calls where the calling party number and the terminating party number (the POTS number to which the 8XX number is translated) are in the same free calling area. For all other calls, reference existing interstate and intrastate access Tariffs.

- (E)9.3.3 A non-recurring Point Code Activation Charge will apply for VoiceStream to activate 8XX Database Query Service. This rate element is contained in the CCSAC/SS7 section of Part G.

(E)9.4 Ordering Process

VoiceStream shall order access to Qwest local STP (links and ports) prior to or in conjunction with 8XX Database Query Service.

(E)9.5 Technical Requirements

- (E)9.5.1 Qwest shall make Qwest's Toll Free Number Database available, through its STPs, for VoiceStream to query from VoiceStream's designated switch.

- (E)9.5.2 The Toll Free Number Database shall return carrier identification and, where applicable, the queried toll free number, translated numbers and instructions as it would in response to a query from a Qwest switch.

(E)9.6 Interface Requirements

The signaling interface between VoiceStream's or other local switch and the Toll-Free Number Database shall use the TCAP protocol as specified in the technical references together with the signaling network interface.

(E)9.7 Technical References

SCPs/Databases shall be consistent with the following technical references:

- (E)9.7.1 GR-246-CORE, Bell Communications Research Specification of Signaling System Number 7, Issue 1 (Bellcore, December 199X);
- (E)9.7.2 GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP) (Bellcore, March 1994);
- (E)9.7.3 GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service 6, Issue 1, Rev. 1 (Bellcore, October 1995);
- (E)9.7.4 GR-1149-CORE, OSSGR Section 10: System Interfaces, Issue 1 (Bellcore, October 1995) (Replaces TR-NWT-001149);
- (E)9.7.5 GR-1158-CORE, OSSGR Section 22.3: Line Information Database 6, Issue (Bellcore, October 1995); and
- (E)9.7.6 GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service (Bellcore, May 1995).

PART F- MISCELLANEOUS PROVISIONS

(F)1. NETWORK SECURITY

(F)1.1 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 users, or their property as it employs to protect its own personnel, end users and property, etc.

(F)1.1.1 Each Party is responsible to provide security and privacy of communications. This entails protecting the confidential nature of telecommunications transmissions between end users, 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 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. VoiceStream is responsible for covering its employees on such security requirements and penalties.

(F)1.1.2 The Qwest telecommunications network is part of the national security network, and as such, is 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. VoiceStream is responsible for covering its employees on such security requirements and penalties.

(F)1.1.3 Qwest and VoiceStream share responsibility for security and network protection, due to the varying Collocation arrangements; i.e., physical, common, etc. Each Party's employees, agents or representatives must secure its own portable test equipment, spares, etc. and shall not use the test equipment or spares of other parties. Use of such test equipment or spares without written permission constitutes theft and may be prosecuted. Exceptions are the use of Qwest ladders in the Wire Center, either rolling or track, which VoiceStream may use in the course of work operations. Qwest assumes no liability to VoiceStream, its agents, employees or representatives, if VoiceStream uses a Qwest ladder available in the Wire Center.

(F)1.1.4 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.

- (F)1.1.5 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.
- (F)1.1.6 Each Party shall comply at all times with Qwest security and safety procedures and requirements.
- (F)1.1.7 Qwest will allow VoiceStream to inspect or observe spaces which house or contain VoiceStream equipment or equipment enclosures at any time and to furnish VoiceStream with all keys, entry codes, lock combinations, or other materials or information which may be needed to gain entry into any secured VoiceStream space, in a manner consistent with that used by Qwest.
- (F)1.1.8 Qwest will limit the keys used in its keying systems for enclosed collocated spaces which contain or house VoiceStream equipment or equipment enclosures to its employees and representatives to emergency access only. VoiceStream shall further have the right to change locks where deemed necessary for the protection and security of such spaces.
- (F)1.1.9 Keys may entail either metallic keys or combination electronic ID/key cards. It is solely the responsibility of VoiceStream to ensure keys are not shared with unauthorized personnel and recover keys and electronic ID/keys promptly from discharged personnel, such that office security is always maintained. Qwest has similar responsibility for its employees.
- (F)1.1.10 VoiceStream agrees to:
 - (F)1.1.10.1 Train its employees, agents and vendors on Qwest security policies and guidelines.
 - (F)1.1.10.2 When working on Qwest Spot Frames or in Qwest equipment line-ups, VoiceStream employees, agents and vendors agree to adhere to Qwest quality and performance standards provided by Qwest and as specified in this Agreement.
 - (F)1.1.10.3 Report all material losses to Qwest Security. All security incidents are to be referred directly to local Qwest Security – 1-888-USW-SECURE. In cases of emergency, all 911 and 1-888-USW-SECURE.
 - (F)1.1.10.4 Wear the identification/access card above the waist and visible at all times.

- (F)1.1.10.5 Ensure adherence by its employees, agents and vendors to all Qwest environmental health and safety regulations. This includes all fire/life safety matters, OSHA, EPA, Federal, State and local regulations, including evacuation plans and indoor air quality.
- (F)1.1.10.6 Secure and lock all doors and gates.
- (F)1.1.10.7 Report to Qwest all property and equipment losses immediately, any lost cards or keys, vandalism, unsecured conditions, security violations, anyone who is unauthorized to be in the work area or is not wearing the Qwest identification/access card.
- (F)1.1.11 VoiceStream's employees, agents and vendors will comply with Qwest Central Office fire and safety regulations, which include but are not limited to, wearing safety glasses in designated areas, keeping doors and aisles free and clean of trip hazards such as wire, checking ladders before moving, not leaving test equipment or tools on rolling ladders, not blocking doors open, providing safety straps and cones in installation areas, using electro-static discharge protection, and exercising good housekeeping.
- (F)1.1.12 Smoking is not allowed in Qwest buildings, Wire Centers, and all other Qwest facilities. No open flames shall be permitted anywhere within the buildings. Failure to abide by this restriction will result in immediate denial of access for that individual and will constitute a violation of the access rules, subjecting VoiceStream to denial of unescorted access.
- (F)1.1.13 No flammable or explosive fluids or materials are to be kept or used anywhere within the Qwest buildings or on the grounds.
- (F)1.1.14 No weapons of any type are allowed on Qwest premises. Vehicles on Qwest property are subject to this restriction as well.
- (F)1.1.15 VoiceStream's employees, agents or vendors may not make any modifications, alterations, additions or repairs to any space within the building or on the grounds.
- (F)1.1.16 Any Qwest employee may request VoiceStream's employee, agent or vendor to stop any work activity that in their reasonable judgment is a jeopardy to personal safety or poses a potential for damage to the building, equipment of services within the facility.
- (F)1.1.17 Qwest is not liable for any damage, theft or personal injury resulting from VoiceStream's employees, agents or vendors parking in a Qwest parking area.

- (F)1.1.18 VoiceStream's employees, agents or vendors outside the designated VoiceStream access area or without proper identification will be asked to vacate the premises and Qwest Security will be notified. Continued violations may result in termination of access privileges.
- (F)1.1.19 Building related problems may be referred to the Qwest Work Environment Centers:

800-879-3499 (CO, WY, AZ, NM)
800-201-7033 (all other Qwest states)
- (F)1.1.20 VoiceStream will submit a Qwest Collocation Access Application form for individuals needing to access Qwest facilities. VoiceStream and Qwest will meet to review applications and security requirements.
- (F)1.1.21 VoiceStream employees, agents and vendors will utilize only corridors, stairways and elevators that provide direct access to VoiceStream's space or the nearest restroom facility. Such access will be covered in orientation meetings. Access shall not be permitted to any other portions of the building.
- (F)1.1.22 VoiceStream will collect identification/access cards for any employees, agents or vendors no longer working on behalf of VoiceStream and forward them to Qwest Security. If cards or keys cannot be collected, VoiceStream will immediately notify Qwest at 800-210-8169.
- (F)1.1.23 VoiceStream will assist Qwest in validation and verification of identification of its employees, agents and vendors by providing a telephone contact available 7 - days a week, 24 - hours a day.
- (F)1.1.24 VoiceStream employees, agents and vendors will notify Qwest Service Assurance (800-713-3666) when gaining access into a Central Office after hours. Normal business hours are 7:00 a.m. to 5:00 p.m.
- (F)1.1.25 VoiceStream will notify Qwest if VoiceStream has information that its employee, agent or vendor poses a safety and/or security risk. Qwest may deny access to anyone who in the reasonable judgment of Qwest threatens the safety or security of facilities or personnel.
- (F)1.1.26 VoiceStream will supply to Qwest Security, and keep up to date, a list of its employees, agents and vendors who require access to VoiceStream's space. The list will include names and social security numbers. Names of employees, agents or vendors to be added to the list will be provided to Qwest Security, who will provide it to the appropriate Qwest personnel.

- (F)1.2 Revenue Protection - Qwest shall make available to VoiceStream all present and future fraud prevention or revenue protection features. These features include, but are not limited to screening codes, 900 and 976 numbers. Qwest 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.
- (F)1.3. Law Enforcement Interface - Qwest provides emergency assistance to 911 centers and law enforcement agencies seven days a week/twenty-four 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.
- (F)1.4 Qwest provides trap/trace, pen register and Title III assistance directly to law enforcement, if such assistance is directed by a court order. This service is provided during normal business hours, Monday through Friday. Exceptions are addressed in the above paragraph. The charges for these services will be billed directly to the law enforcement agency, without involvement of VoiceStream, for any lines service from Qwest Wire Centers or cross boxes.
- (F)1.5 In all cases involving telephone lines served from Qwest Wire Centers or cross boxes, whether the line is a resold line or part of an unbundled switch or Loop element, Qwest will perform trap/trace Title III and pen register assistance directly with law enforcement. VoiceStream will not be involved or notified of such actions, due to non-disclosure court order considerations, as well as timely response duties when law enforcement agencies are involved. Exceptions to the above will be those cases, as yet undetermined, where VoiceStream must participate due to technical reasons wherein its circuitry must be accessed or modified to comply with law enforcement, or for legal reasons that may evolve over time. VoiceStream will provide Qwest with a 24 - hour a day, 7 - days a week contact for processing such requests, should they occur.

(F)2. ACCESS TO OPERATIONAL SUPPORT SYSTEMS (OSS)

Qwest has developed 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 VoiceStream's and Qwest's Operations Systems. These gateways provide security for the interface, protecting the integrity of the Qwest network and its databases. Qwest'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 Qwest OSS interfaces and the technology used by each.

(F)2.1 OSS Support for Pre-Ordering, Ordering and Provisioning

(F)2.1.1 ASR (Access Service Request) Ordering Process

(F)2.1.1.1 Qwest proposes the use of the existing EXACT system for orders placed using the ASR process.

EXACT is compliant with the OBF Access Service Order Guidelines (ASOG). The EXACT interface accepts a batch file that is transmitted via an NDM connection to Qwest from VoiceStream. It is VoiceStream's responsibility to obtain the appropriate software to interface with Qwest's EXACT system.

(F)2.1.1.2 Type 2 interconnection can be ordered electronically via EXACT.

(F)2.1.1.3 Functions

(F)2.1.1.3.1 Submit ASR

This transaction allows VoiceStream to submit the ASR.

(F)2.1.1.3.2 Firm Order Confirmation

Once an ASR is accepted by Qwest, the assigned service order number(s) is returned to VoiceStream. Firm Order Confirmation means that Qwest has received the ASR, issued the order and assigned an order number for tracking. In addition, it confirms the dates Qwest will meet.

(F)2.1.2 Facility Based EDI Listing Process

The Facility Based EDI Listing Process is a single interface from VoiceStream to Qwest. This interface is compliant with OBF LSOG and ANSI ASC X.12 standards, version 4010. This interface enables VoiceStream listing data to be translated and passed into the Qwest listing database. After Qwest's daily batch processing, a Confirmation/Completion record (for every PON provided on input) is returned to VoiceStream via an EDI 855 transaction.

(F)2.1.3 Qwest will continue to make improvements to the electronic interfaces as the technology evolves, providing notification to VoiceStream consistent with the provisions of this Section.

(F)2.2 Hours of Operation

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

(F)2.3 Billing

(F)2.3.1 For products billed out of the Qwest IABS system, Qwest will utilize the existing CABS/BOS format and technology for the transmission of bills.

(F)2.4 Outputs

(F)2.4.1 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 is only provided in the following media:

Paper
NDM
Diskette
Magnetic Tape

(F)2.4.2 Files and Reports

(F)2.4.2.1 Category 11 Records- These Exchange Message Records (EMR) provide mechanized record formats that can be used to exchange access and transit usage information between Qwest and VoiceStream. For transit traffic, the originating company is responsible to follow the EMR standard and to exchange records with both the transiting company and the terminating company, to facilitate the billing process to the originating network.

Category 1101XX series records are used to exchange detailed access usage information.

Category 1150XX series records are used to exchange summarized access minutes-of-use and 8XX database queries.

These mechanized records are available from Qwest in the following formats:

NDM (direct connect or dial-up)
Comet
Tape
Cartridge

A charge will apply for Category 1101XX and 1150XX records sent by Qwest to VoiceStream in an EMR mechanized format. These records are used to provide information necessary for VoiceStream to bill the originating carrier for jointly provided access services and 8XX database queries. The charge is for each record created and

transmitted and is listed in Part G of this Agreement.

(F)2.5 Modifications to OSS Interfaces

VoiceStream and Qwest 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.

(F)2.5.1 In the course of establishing operational ready system interfaces between Qwest and VoiceStream to support local service delivery, VoiceStream and Qwest may need to define and implement system interface specifications that are supplemental to existing standards. VoiceStream and Qwest will submit such specifications to the appropriate standards committee and will work towards its acceptance as a standard.

(F)2.5.2 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. Qwest will provide to VoiceStream the features list for modifications to the interface ninety (90) days prior to any release date. Specifications for interface modifications will be provided to VoiceStream three (3) weeks prior to the release date. VoiceStream is required to upgrade to the current release within six (6) months of the installation date.

(F)2.5.3 This Part G constitutes the entirety of the OSS agreement. Nothing beyond what is described herein, should be implied or inferred.

(F)2.6 VoiceStream Responsibilities for Implementation of OSS Interfaces

(F)2.6.1 Before any VoiceStream implementation can begin, VoiceStream must completely and accurately provide detailed information needed by Qwest to establish service for VoiceStream.

(F)2.7 LSP Systems Help Desk

(F)2.7.1 The LSP Systems Help Desk will provide a single point of entry for VoiceStream to gain assistance in areas involving connectivity and File Outputs. These areas are further described below:

(F)2.7.1.1 Connectivity

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

(F)2.7.1.2 File Outputs
File outputs system errors are limited to IABS Bill and Category 11 Report.

(F)2.7.2 The LSP Systems Help Desk does not support status or trouble while the Service Order is processing through the ISC.

(F)2.7.3 Hours of Operation
The LSP Systems Help Desk is available Monday through Friday, 6:00 a.m. until 8:00 p.m. Mountain Time, excluding Qwest holidays.

(F)3. ACCESS TO TELEPHONE NUMBERS

(F)3.1 Nothing in this Agreement shall be construed in any manner to limit or otherwise adversely impact either Party's right to the request and 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). The latest version of the Guidelines will be considered the current standard.

(F)3.2 The Parties will comply with code administration requirements as prescribed by the Federal Communications Commission, the Commission, and accepted industry guidelines.

(F)3.3 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 codes. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities. The Parties will cooperate to establish procedures to ensure the timely activation of NXX assignments in their respective networks.

(F)3.4 Each Party shall be responsible for notifying its end users of any changes in numbering or dialing arrangements to include changes such as the introduction of new NPAs or new NXX codes.

(F)3.5 Each Party is responsible for administering NXX codes assigned to it. Each Party is responsible for arranging LERG input for NXX codes assigned to its switches. Each Party shall use the LERG published by Bellcore or its successor for obtaining routing information and shall provide through an authorized LERG input agent, all required information regarding its network for maintaining the LERG in a timely manner.

(F)4. DIALING PARITY

The Parties shall provide dialing parity to each other as required under Section 251(b)(3) of the Act. This Agreement does not impact either Party's ability to default IntraLATA Toll via a specific dialing pattern until otherwise required by the Act.

(F)5. Qwest DEX

Qwest and VoiceStream agree that certain issues outside the provision of basic white page directory listings, such as yellow pages advertising, yellow pages listings, directory coverage, directory distribution, access to call guide pages (phone service pages), applicable listings criteria, white page enhancements and publication schedules will be the subject of negotiations between VoiceStream and directory publishers, including U S WEST Dex. Qwest acknowledges that VoiceStream may request Qwest to facilitate discussions between VoiceStream and U S WEST Dex.

(F)6. NOTICE OF CHANGES

Notice should be written and provide pertinent descriptive information of such changes, within the limitations of confidentiality and disclosure, such that the other Party can evaluate potential effects. Also included with the written notice should be contact names and phone numbers for subsequent discussions.

This is good faith effort on the part of the Parties and will evolve over time as required for effective Interconnection.

(F)7. REFERRAL ANNOUNCEMENT

When an end user changes from Qwest to VoiceStream, or from VoiceStream to Qwest, and does not retain its original main/listed telephone number, the Party formerly providing service to the end user will provide a transfer of service announcement on the abandoned telephone number. Each Party will provide this referral service consistent with its Tariff. This announcement will provide details on the new number that must be dialed to reach this end user.

(F)8. MAINTENANCE AND REPAIR

(F)8.1 Service Levels

(F)8.1.1 Qwest will provide repair and maintenance for all services covered by this Agreement in a manner equal to that which Qwest provides for itself.

(F)8.1.2 During the term of this Agreement, Qwest will provide necessary maintenance business process support to allow VoiceStream to provide similar service quality to that provided by Qwest to its end users.

(F)8.1.3 Qwest will perform repair service that is equal in timeliness and quality to that which it provides to its own end users.

(F)8.2 Service interruptions

(F)8.2.1 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 their plant; 3) violate any applicable law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities; or 4) create hazards to the employees of either Party or to the public. Each of these requirements is hereinafter referred to as an "Impairment of Service".

(F)8.2.2 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.

(F)8.2.3 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.

(F)8.2.4 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.

(F)8.2.5 Before either Party reports a trouble condition, it shall use its best efforts to isolate the trouble to the other's facilities.

(F)8.2.5.1 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 Co-Providers and itself.

(F)8.2.5.2 The Parties shall cooperate in isolating trouble conditions.

(F)8.3 Trouble Isolation

(F)8.3.1 Trouble Isolation Charges may be imposed by Qwest on VoiceStream for internal repair work incurred on behalf of VoiceStream and later found to be in VoiceStream network components.

- (F)8.3.2 VoiceStream shall isolate the trouble condition to the Qwest network prior to reporting the condition to Qwest.
- (F)8.4 Work Center Interfaces
 - (F)8.4.1 Qwest and VoiceStream shall work cooperatively to develop positive, close working relationships among corresponding work centers involved in the trouble resolution processes.
- (F)8.5 Major Outages/Restoral/Notification
 - (F)8.5.1 Qwest will notify VoiceStream of major network outages as soon as is practical. This notification will be via e-mail to VoiceStream's identified contact. With the minor exception of certain proprietary information, Qwest will utilize the same thresholds and processes for external notification as it does for internal purposes. This major outage information will be sent via E-mail on the same frequency schedule as is provided internally within Qwest. Service restoration will be nondiscriminatory, and will be accomplished as quickly as possible according to Qwest and/or industry standards.
 - (F)8.5.2 VoiceStream will supply Qwest with the current e-mail address for purposes of receiving this notification.
 - (F)8.5.3 Qwest will meet with associated personnel from VoiceStream to share contact information and review Qwest's outage restoral processes and notification processes.
 - (F)8.5.4 Qwest's emergency restoration process operates on a 7X24 basis.
- (F)8.6 Proactive Maintenance
 - (F)8.6.1 Qwest will perform scheduled maintenance equal in quality to that which it provides to itself.
 - (F)8.6.2 Qwest will work cooperatively with VoiceStream to develop industry-wide processes to provide as much notice as possible to VoiceStream of pending maintenance activity. Such process work will include establishment of reasonable thresholds and notification standards.
- (F)8.7 Hours of Coverage
 - (F)8.7.1 Qwest'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 Qwest's repair operations center (always available 7X24) can call-out technicians or other personnel required for the situation.
- (F)8.8 Escalations
 - (F)8.8.1 Qwest will provide trouble escalation procedures to VoiceStream. Such procedures will be based on the processes Qwest employs for its own end users. Qwest escalations are manual processes.

- (F)8.8.2 Qwest repair escalations begin with calls to the up-front trouble reporting centers.
- (F)8.9 Dispatch
 - (F)8.9.1 Qwest will provide maintenance dispatch personnel on the same schedule as it provides for its own end users.
 - (F)8.9.2 Upon the receipt of a trouble report from VoiceStream, Qwest will do all that is reasonable and practical, according to internal and industry standards, to resolve the repair condition. It will be Qwest's decision whether or not to send a technician out on a dispatch. Qwest reserves the right to make this dispatch decision based on the best information available to it in the trouble resolution process. It is not always necessary to dispatch to resolve trouble; should VoiceStream require a dispatch when Qwest believes the dispatch is not necessary, appropriate charges will be billed by Qwest to VoiceStream for those dispatch-related costs.
- (F)8.10 Jeopardy Management
 - (F)8.10.1 Notification to VoiceStream will be given as soon as Qwest becomes aware that a trouble report interval is likely to be missed.
- (F)8.11 Trouble Screening
 - (F)8.11.1 VoiceStream shall screen and test its end user trouble reports completely enough to insure that it sends to Qwest only trouble reports that involve Qwest facilities.
- (F)8.12 Maintenance Standards
 - (F)8.12.1 Qwest will cooperate with VoiceStream to meet the maintenance standards outlined in this Agreement.
 - (F)8.12.2 On VoiceStream reported trouble, Qwest will inform VoiceStream of repair completion as soon as is practical after its completion.
- (F)8.13 Repair Call Handling
 - (F)8.13.1 Manually-reported repair calls by VoiceStream to Qwest will be answered with the same quality and speed as Qwest answers calls from its own end users.
- (F)8.14 Single Point of Contact
 - (F)8.14.1 Qwest will provide a single point of contact for VoiceStream to report maintenance issues and trouble reports 24 hours a day, 7 days a week.
 - (F)8.14.2 For manually-reported trouble reports, a single 7X24 trouble reporting telephone number will be provided to VoiceStream for each category of trouble situation being encountered.
- (F)8.15 Maintenance Windows

- (F)8.15.1 Generally, the maintenance window is between 10:00 p.m. through 6:00 a.m. Monday through Friday and Saturday 10:00 p.m. through Monday 6:00 a.m.

(F)9. BONA FIDE REQUEST PROCESS

- (F)9.1 Any request for Interconnection or access to an unbundled Network Element that is not already available as described herein shall be treated as a Bona Fide Request (BFR). Qwest shall use the BFR Process to determine the terms and timetable for providing the requested Interconnection or access to UNEs, if available, and the technical feasibility of new/different points of Interconnection. Qwest will administer the BFR Process in a nondiscriminatory manner.
- (F)9.2 A BFR shall be submitted in writing and on the appropriate Qwest form for BFRs. VoiceStream and Qwest will work together to prepare the BFR form. This form shall be accompanied by the non-refundable Processing Fee specified in Part G of this Agreement. The form will request, and VoiceStream will need to provide, at a minimum: (a) a technical description of each requested Network Element or new/different points of Interconnection; (b) the desired interface specification; (c) each requested type of Interconnection or access; (d) a statement that the Interconnection or Network Element will be used to provide a Telecommunications Service; (e) the quantity requested; (f) the specific location requested; (g) if the requested unbundled Network Element is a proprietary element as specified in Section 251(d)(2) of the Act, VoiceStream must submit documentation that demonstrates that access to such Network Element is necessary, that the failure to provide access to such Network Element would impair the ability of VoiceStream to provide the services that it seeks to offer, and that VoiceStream's ability to compete would be significantly impaired or thwarted without access to such requested proprietary element; and (h) if the requested unbundled Network Element is a non-proprietary element as specified in Section 251(d)(2) of the Act, VoiceStream must submit documentation that demonstrates that denial of access to such unbundled non-proprietary Network Element would decrease the quality or increase the cost of the service sought to be offered by VoiceStream.
- (F)9.3 Within fifteen (15) business days of its receipt, Qwest shall acknowledge receipt of the BFR and in such acknowledgment advise VoiceStream of missing information, if any, necessary to process the BFR. Thereafter, Qwest shall promptly advise VoiceStream of the need for any additional information required to complete the analysis of the BFR.
- (F)9.4 Within thirty (30) business days of its receipt of the BFR and all information necessary to process it, Qwest shall provide to VoiceStream a preliminary analysis of the BFR. The preliminary analysis shall specify Qwest's conclusions as to whether or not the requested Interconnection or access to an unbundled Network Element complies with the unbundling requirements set forth above.
- (F)9.4.1 If Qwest determines during the thirty (30) day period that a BFR does not qualify as a Network Element or Interconnection that is

required to be provided under the Act, Qwest shall advise VoiceStream as soon as reasonably possible of that fact, and Qwest shall promptly, but in no case later than ten (10) business days after making such a determination, provide a written report setting forth the basis for its conclusion.

- (F)9.4.2 If Qwest determines during the thirty (30) day period that the BFR qualifies under the Act, it shall notify VoiceStream in writing of such determination within ten (10) business days.
- (F)9.4.3 As soon as feasible, but in any case within ninety (90) business days after Qwest notifies VoiceStream that the BFR qualifies under the Act, Qwest shall provide to VoiceStream a BFR quote. The BFR quote will include, at a minimum, a description of each Interconnection and Network Element, the quantity to be provided, any interface specifications, and the applicable rates (recurring and nonrecurring) including the separately stated development costs and construction charges of the Interconnection or the Network Elements and any minimum volume and term commitments required.
- (F)9.5 If Qwest has indicated minimum volume and term commitments, then within thirty (30) business days of its receipt of the BFR quote, VoiceStream must either agree to purchase under those commitments, cancel its BFR, or seek mediation or arbitration.
- (F)9.6 If VoiceStream has agreed to minimum volume and term commitments under the preceding paragraph, VoiceStream may cancel the BFR or volume and term commitment at any time, but in the event of such cancellation VoiceStream will pay Qwest's reasonable development costs incurred in providing the Interconnection or Network Element, to the extent that those development costs are not otherwise amortized.
- (F)9.7 If either Party believes that the other Party is not requesting, negotiating or processing any BFR in good faith, or disputes a determination, or quoted price or cost, it may seek arbitration pursuant to the Dispute Resolution provision of this Agreement.

(F)10. AUDIT PROCESS

(F)10.1 "Audit" shall mean the comprehensive review of:

- (F)10.1.1 Data used in the billing process for services performed, including reciprocal compensation, and facilities provided under this Agreement; and
- (F)10.1.2 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 for Interconnection or access to UNEs.

- (F)10.2 The data referred to above shall be relevant to any performance standards that are adopted in connection with this Agreement, through negotiation, arbitration or otherwise. This Audit shall take place under the following conditions:
- (F)10.2.1 Either Party may request to perform an Audit.
 - (F)10.2.2 The Audit shall occur upon thirty (30) business days written notice by the requesting Party to the non-requesting Party.
 - (F)10.2.3 The Audit shall occur during normal business hours.
 - (F)10.2.4 There shall be no more than two (2) Audits requested by each Party under this Agreement in any twelve (12) month period.
 - (F)10.2.5 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.
 - (F)10.2.6 The location of the Audit shall be the location where the requested records, books and documents are retained in the normal course of business.
 - (F)10.2.7 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 twenty-four (24) months.
 - (F)10.2.8 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.
 - (F)10.2.9 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.
 - (F)10.2.10 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.
 - (F)10.2.11 The Parties agree that if an Audit discloses error(s), the Party responsible for the error(s) shall, in a timely manner, undertake corrective action for such error(s). All errors not corrected within thirty (30) business days shall be escalated to the Vice-President level.

- (F)10.3 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, VoiceStream and Qwest will aggregate such competitors' data before release to the other Party, to insure the protection of the proprietary nature of information of other competitors. To the extent a competitor is an affiliate of the Party being audited (including itself and its subsidiaries), the Parties shall be allowed to examine such affiliates' disaggregated data, as required by reasonable needs of the Audit.

(F)11. CONSTRUCTION CHARGES

- (F)11.1 All rates, charges and initial service periods specified in this Agreement contemplate the provision of network Interconnection services and access to UNEs to the extent existing facilities are available. Except for modifications to existing facilities necessary to accommodate Interconnection and access to UNEs specifically provided for in this Agreement, Qwest will consider requests to build additional or further facilities for network Interconnection and access to UNEs as described in the applicable Section of this Agreement.
- (F)11.2 All necessary construction will be undertaken at the discretion of Qwest, consistent with budgetary responsibilities, consideration for the impact on the general body of end users, and without discrimination among the various carriers.
- (F)11.3 A quote for VoiceStream's portion of a specific job will be provided to VoiceStream. The quote will be in writing and will be binding for ninety (90) business days after the issue date. When accepted, VoiceStream will be billed the quoted price and construction will commence after receipt of payment. If VoiceStream chooses not to have Qwest construct the facilities, Qwest reserves the right to bill VoiceStream for the expense incurred for producing the engineered job design.
- (F)11.4 In the event a construction charge is applicable, VoiceStream's service application date will become the date upon which Qwest receives the required payment.

(F)12. SERVICE PERFORMANCE

(F)12.1 General Provisions

- (F)12.1.1 Qwest and VoiceStream agree that, under the Act, Qwest is required to provide Type 2 Interconnection Trunks to VoiceStream and other Wireless Service Providers, for use as Telecommunications services, in a non-discriminatory manner. Accordingly, Qwest agrees to provide performance data to VoiceStream in a manner that will assist in making a determination

of whether Qwest has provided services to VoiceStream in a non-discriminatory manner.

- (F)12.1.2 In no instance shall this Agreement be construed to require Qwest to provide superior levels of service to VoiceStream in comparison to the level of service which Qwest provides service to itself or its own customers.
- (F)12.1.3 VoiceStream agrees to measure its performance for the applicable performance indicators listed below in providing required reciprocal services to Qwest.
- (F)12.1.4 Qwest may wish to procure other services than those referred to above from VoiceStream. In such case, Qwest reserves the right to seek the applicable information regarding performance of VoiceStream in the same or similar manner as described in this Agreement.
- (F)12.1.5 As further specified in this Section, Qwest will provide results for the list of performance indicators identified for Interconnection Type 2 services.

(F)12.2 Performance Indicators

(F)12.2.1 Ordering and Provisioning Indicators

- Average Installation Intervals Delivered
- Installation Commitments Met
- Installation Trouble Reports
- Average Firm Order Confirmation Interval
- VoiceStream Caused Missed Installation Commitments
- Average Speed of Answer - Qwest Provisioning Center
- Percent Calls Answered within Standard Interval - Qwest Provisioning Center

(F)12.2.2 Maintenance and Repair Indicators

- Mean Time to Restore
- Repair Repeat Report Rate
- Troubles Cleared within 4 Hours
- VoiceStream Caused Trouble Reports
- Average Speed of Answer - Qwest Repair Center
- Percent Calls Answered within Twenty Seconds - Qwest Repair Center

(F)12.2.3 Operator Services/Directory Assistance Indicators

- Mean Time to Answer - Operator Services
- Percentage of Calls Answered within Ten Seconds - Operator Services

Mean Time to Answer - Directory Assistance
Percentage of Calls Answered within Ten Seconds - Directory Assistance

(F)12.2.4 Network Interconnection

Percent Final Trunk Groups Blockage
Average Final Trunk Group Utilization

(F)12.3 Performance Results

Qwest will provide performance results for the performance indicators listed above for VoiceStream, other Wireless Service Providers, and, where applicable, Qwest customers. For Type 2 Interconnection Trunks, Qwest will provide performance results for trunks procured by VoiceStream and other Wireless Service Providers (which utilize joint planning and forecasting with Qwest in procuring trunks), and the performance results for trunk services which Qwest provides to its affiliates which furnish Telecommunications Services. If VoiceStream does not participate in joint planning, only VoiceStream results will be provided.

(F)12.4 The performance results provided to VoiceStream by Qwest shall be consistent with the current version of the Qwest Performance Indicators Descriptions (PID). These descriptions shall be the exclusive description used by both VoiceStream and Qwest when discussing performance results.

(F)12.5 The performance results provided under the Agreement are to be used solely for the purposes set forth herein, and shall be treated as "Confidential Information" as provided in this Agreement.

(F)12.6 Service Performance – Reported Events

(F)12.6.1 When applicable, the Parties will report service-related performance results for all "events." An "event" is the activity that generates the measurement.

(F)12.6.2 The Parties will report VoiceStream results referenced above provided the other Party has ordered and is utilizing the services reported.

(F)12.6.3 The Parties will provide the reports on a calendar monthly basis. These reports will be provided within forty-five (45) calendar days of the close of the preceding month. The Parties agree not to perform their initial analysis, if any, to determine whether any trend suggesting that non-compliance with the Act may be occurring until the Party has collected six (6) months of data and such trend analysis will be completed retroactively utilizing no less than each of three (3) consecutive months' data.

(F)12.7 Statistically and Operationally Significant Difference in Reported Trend Results

The Parties agree that a statistically and operationally significant trend of occurrences over a period of each of three (3) or more consecutive months must occur before any conclusions may be drawn from the data. Determination of the significance of a difference in each month service performance indicator results shall be based on a standard deviation or mean test, commonly referred to as a "z-test." A difference in results will be deemed significant if the one-tailed test shows with ninety-nine (99%) percent confidence, that service operations provided to the other Party are inferior to similar operations provided by the Party to itself, or which favors other customers, as applicable.

If a statistically and operationally significant difference has occurred in the trend results, the Parties shall meet on at least a monthly basis to discuss the Parties efforts to end the statistically and operationally significant difference in trend results.

If a statistically and operationally significant difference has occurred in the trend results for any particular performance indicator, the Parties shall have three (3) months to correct the difference in the trend results. If the statistically and operationally significant difference in trend results is corrected within the three (3) month time, no action, formal or informal, can be taken by either Party with respect to that difference.

If the statistically and operationally significant difference in trend results is not corrected within the three (3) month time frame, the Dispute Resolution provision of this Agreement shall apply.

(F)12.8 Delaying Events

A Party's failure to meet a requirement in this Section of the Interconnection Agreement shall not be included when that failure is a result, directly or indirectly, of a delaying event.

A "Delaying Event" means:

- (a) Failure by either Party to perform any of its obligations set forth in this Agreement;
- (b) Any delay, act or failure to act by an end user agent or subcontractor of the other Party, or
- (c) Any Force Majeure event.

If a delaying Event prevents either Party from performing a measured activity event, then such measured activity event shall be excluded from the performance indicator(s).

(F)12.9 Records

Each Party shall maintain complete and accurate records, for the specified review period, of its performance under this Agreement, for each measured activity. Each Party shall provide such records to the other Party in a self-

reporting format. Such records shall be in the format kept in the performing Party's ordinary course of business. The Parties agree that such records shall be deemed "Confidential Information."

(F)12.10 Joint Defense and Advocacy

The Parties shall jointly and separately advocate and defend the sufficiency of this Agreement in addressing the Telecommunications Act of 1996 and wholesale services performance measurement reporting rights, remedies and related terms and conditions in any forum in which its sufficiency might be challenged.

(F)12.11 Cost Recovery

Each Party reserves the right to recover the cost associated with the creation of the above measures, indicators, and reports through a future proceeding before a regulatory body. Such a proceeding may address a wide range of implementation costs not otherwise recovered through charges established herein.

(F)13. NETWORK STANDARDS

(F)13.1 The Parties recognize that Qwest services and network elements have been purchased and deployed, over time, to Bellcore and Qwest technical standards. Specification of standards is built into the Qwest purchasing process, whereby vendors incorporate such standards into the equipment Qwest purchases. Qwest supplements generally held industry standards with Qwest Technical Publications.

(F)13.2 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.

(F)13.3 Generally accepted and developed industry standards which the Parties agree to support include, but are not limited to:

- (F)13.3.1 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 Bellcore 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

(F)13.3.2 Transport

Bellcore 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

(F)13.3.3 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 and 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

(F)13.4 Interface
Bellcore Reference Documents GR-145-CORE and BR-795-403-
100.

(F)13.5 The Parties will cooperate in the development of national
standards for Interconnection elements as the competitive
environment evolves. Recognizing that there are no current
national standards for Interconnection network elements, Qwest
has developed its own standards for some network elements,
including:

USW 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

(F)13.5 USW Technical Publications have been developed to support service
offerings, inform end users and suppliers, and promote engineering
consistency and deployment of developing technologies. For a complete
listing and to place orders for USW Technical Publications, contact:

Faison Office Products Company
3251 Revere St., Suite 200
Aurora, CO 80011
800-777-3672
Fax – 303-340-1905

PART G - RATES

Restructured rates in accordance with Commission Order # 97-239 - Cost Docket

Type 2 Wireless Interconnection

Oregon Rates
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(G)1	Trunks		USOC	Recurring	Nonrecurring
(G)1.1	2A Trunk - 4 wire Digital				
(G)1.1.1	2A 1 Way In (Land to Mobile)				
		Initial	MZV1X	N/A	\$241.02
		Subsequent	M5Y1X	N/A	\$147.94
(G)1.1.2	2A 1 Way Out (Mobile to Land)				
		Initial	MZV0X	N/A	\$241.02
		Subsequent	M5Y0X	N/A	\$147.94
(G)1.1.3	2A 2 Way				
		Initial	MZV2X	N/A	\$241.02
		Subsequent	M5Y2X	N/A	\$147.94
(G)1.2	2B Trunk - 4 wire Digital				
(G)1.2.1	2B 1 Way In (Land to Mobile)				
		Initial	MZW1X	N/A	\$241.02
		Subsequent	M6Y1X	N/A	\$147.94
(G)1.2.2	2B 1 Way Out (Mobile to Land)				
		Initial	MZW0X	N/A	\$241.02
		Subsequent	M6Y0X	N/A	\$147.94
(G)1.2.3	2B 2 Way				
		Initial	MZW2X	N/A	\$241.02
		Subsequent	M6Y2X	N/A	\$147.94
(G)1.3	Equal Access - 4 wire Digital				
(G)1.3.1	1 Way Out (Mobile to Land)				
		Initial	MYV0X	N/A	\$241.02
		Subsequent	MYV0X	N/A	\$147.94
(G)1.3.2	2 Way				
		Initial	MYV2X	N/A	\$241.02
		Subsequent	MYV2X	N/A	\$147.94
(G)1.4	2D - 4 Wire Digital - Operator				
	1 Way Out (Mobile to Land)				
		Initial	MZFOX	N/A	\$241.02
		Subsequent	MZFOX	N/A	\$147.94
(G)1.5	Trunk Routing Change -				
	Per Type 2 Trunk Group				
(G)1.5.1	2A Direct Final to Alternate Final		NRB2F	N/A	\$82.52
(G)1.5.2	Type 2 Routing Translation Change		NRB2H	N/A	\$82.52

Type 2 Wireless Interconnection

Oregon Rates
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(G)2	Reciprocal Traffic Exchange	USOC	Recurring	Nonrecurring	
(G)2.1	Entrance Facilities				
(G)2.1.1	DS1				
	Initial	MF31X	\$87.37	\$579.75	
	Subsequent	MF31X	\$87.37	\$579.75	
(G)2.1.2	DS3				
	Initial	MF33X	\$363.42	\$579.75	
	Subsequent	MF33X	\$363.42	\$579.75	
(G)2.2	Direct Trunked Transport	USOC	Fixed	Per Mile	Non-recurring
(G)2.2.1	DSO 0 Miles	N/A	N/A	N/A	N/A
		N/A	N/A	N/A	N/A
	DSO Over 0 to 8 Miles	XU2T1	\$19.74	N/A	\$320.00
		JZ3TA	N/A	\$0.09	N/A
	DSO Over 8 to 25 Miles	XUWT2	\$19.74	N/A	\$320.00
		JZ3TB	N/A	\$0.08	N/A
	DSO Over 25 to 50 Miles	XUWT3	\$19.74	N/A	\$320.00
		JZ3TC	N/A	\$0.11	N/A
	DSO Over 50 Miles	XUWT4	\$19.74	N/A	\$320.00
		JZ3TD	N/A	\$0.08	N/A
(G)2.2.2	DS1 0 Miles	N/A	N/A	N/A	N/A
		N/A	N/A	N/A	N/A
	DS1 Over 0 to 8 Miles	XUWJ1	\$37.94	N/A	\$335.00
		JZ3JA	N/A	\$0.49	N/A
	DS1 Over 8 to 25 Miles	XUWJ2	\$37.94	N/A	\$335.00
		JZ3JB	N/A	\$0.85	N/A
	DS1 Over 25 to 50 Miles	XUWJ3	\$37.94	N/A	\$335.00
		JZ3JC	N/A	\$1.16	N/A
	DS1 Over 50 Miles	XUWJ4	\$37.94	N/A	\$335.00
		JZ3JD	N/A	\$1.17	N/A
(G)2.2.3	DS3 0 Miles	N/A	N/A	N/A	N/A
		N/A	N/A	N/A	N/A
	DS3 Over 0 to 8 Miles	XUWK1	\$253.13	N/A	\$335.00
		JZ3KA	N/A	\$9.95	N/A
	DS3 Over 8 to 25 Miles	XUWK2	\$253.13	N/A	\$335.00
		JZ3KB	N/A	\$10.19	N/A
	DS3 Over 25 to 50 Miles	XUWK3	\$253.13	N/A	\$335.00
		JZ3KC	N/A	\$14.27	N/A
	DS3 Over 50 Miles	XUWK4	\$253.13	N/A	\$335.00
		JZ3KD	N/A	\$21.11	N/A
			Recurring	Nonrecurring	
(G)2.2.4	Multiplexing, DS1 to DSO	MXG1X	\$212.76	\$310.81	
(G)2.2.5	Multiplexing, DS3 to DS1	MXG3X	\$203.54	\$317.81	
(G)2.3	Local Traffic				
(G)2.3.1	Call Termination		Per MOU		
	End office call termination,	N/A	\$0.0013300		
(G)2.3.2	Tandem Switched Transport				
(G)2.3.2.1	Tandem Switching, per MOU	N/A	\$0.0015960		

Type 2 Wireless Interconnection

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(G)2.3.2.2	Tandem Transmission, per MOU		Fixed	Per Mile
	Over 0 to 8 Miles	N/A	\$0.0003720	\$0.0000050
	Over 8 to 25 Miles	N/A	\$0.0003720	\$0.0000070
	Over 25 to 50 Miles	N/A	\$0.0003720	\$0.0000080
	Over 50 Miles	N/A	\$0.0003720	\$0.0000120
(G)2.4	Transit Traffic		Per MOU	
(G)2.4.1	Transit Local		\$0.0021430	
(G)2.4.2	Transit toll		\$0.0021430	
(G)2.5	Cancellation Charges		Applicable Access Tariff	
(G)2.6	Expedite Charge		Applicable Access Tariff	
(G)2.7	Construction Charges		Individual Case Basis(ICB)	
(G)2.8	Jointly Provided Switched Access		Applicable Switched Access Tariff	

All other rates shall be in accordance with the permanent rates established by the Commission in Order No. 97-239. In the event that [WSP] wishes to order an element described in this Agreement but not contained in Order No. 97-239, USW will provide the applicable rate.

PART H - SIGNATURE

Entire Agreement

This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.

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

VoiceStream Wireless Corporation

Qwest Corporation

Signature

Signature

Name Printed/Typed

Larry Christensen

Name Printed/Typed

Title

Director – Interconnect

Title

Date

Date

*** Signature does not waive any rights of either Party to seek administrative/judicial review of all or part of the Agreement, or to reform the agreement as the result of successful administrative/judicial review and/or future settlement agreements between the Parties to this Agreement.**