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June 3, 2005

Ms. Ilona Jeffcoat-Sacco
Executive Secretary
North Dakota Public Service Commission
600 East Boulevard Avenue -- 12th Floor
Bismarck, ND 58505-0480

Re: Wireless Interconnection Agreement between Qwest Corporation and
Sagebrush Cellular, Inc. ("Sagebrush") for the State of North Dakota

Dear Ms. Jeffcoat-Sacco:

Please find enclosed for filing for approval by the North Dakota Public Service Commission pursuant to 47 U.S.C. § 252 and N.D. Cent. Code § 49-21-01.7 an original copy of the Wireless Interconnection Agreement between Qwest Corporation and Sagebrush for the State of North Dakota.

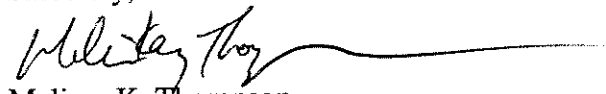
Contact information for Sagebrush is as follows:

Kathy Greenwood
Sagebrush Cellular, Inc.
PO Box 600
Scobey, MT 59263
Telephone: 406-783-2229

We have also enclosed an extra copy of this letter. Please date stamp the extra copy and return it to us for our files. We will forward an electronic copy of the Agreement to you for posting on the Commission's website.

Thank you for your help with this matter. Please contact me if you have any questions or concerns.

Sincerely,



Melissa K. Thompson

Enclosure

cc: Gina Buchholtz (w/o encl.)
Kathy Greenwood (w/o encl.)

Type 2 Wireless Interconnection Agreement

Between

Qwest Corporation

And

Sagebrush Cellular, Inc.

For The State Of North Dakota

**Agreement Number
CDS-050406-0005**

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SECTION 1.0 - GENERAL TERMS

1.1 This Type 2, two-way Wireless Interconnection Agreement is effective upon approval of the Commission, and is between Sagebrush Cellular, Inc. ("Sagebrush" or "WSP"), a Montana corporation and Qwest Corporation ("Qwest"), a Colorado corporation pursuant to Section 252 of the Telecommunications Act of 1996, for purposes of fulfilling Qwest's obligations under Sections 222, 251(a), (b), and (c), 252, 271, and other relevant provisions of the Act and the rules and regulations promulgated thereunder. Sagebrush is licensed by the Federal Communications Commission ("FCC") as a Commercial Mobile Radio Service ("CMRS") Provider. Services provided by Qwest to Sagebrush under this Agreement are provided pursuant to Sagebrush's role as a CMRS provider of two-way traffic.

1.2 This Interconnection Agreement sets forth the terms, conditions and pricing under which Qwest will offer and provide to any requesting WSP network Interconnection, access to Unbundled Network Elements (UNEs), and Ancillary services within the geographical areas in which both Qwest is providing Local Exchange Service at that time, and for which Qwest is the incumbent Local Exchange Carrier within the state of North Dakota for purposes of providing local two way Wireless Services. This Agreement is available for the term set forth herein.

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

1.4 Intentionally Left Blank

1.5 Intentionally left Blank

1.6 Intentionally left blank

1.7 This Interconnection Agreement between Sagebrush and Qwest can only be amended in writing as further set forth in Section 5.30, executed by the duly authorized representatives of the Parties.

1.7.1 Notwithstanding the above, if Qwest chooses to offer and Sagebrush desires to purchase, new Interconnection services, access to additional Unbundled Network Elements, or additional Ancillary services which are not contained in this Agreement or a Tariff, Qwest will notify Sagebrush of the availability of these new services through the Customer notification process. The Parties shall amend this Agreement under one (1) of the following two (2) options:

1.7.1.1 If Sagebrush is prepared to accept Qwest's terms and conditions for such new product, Sagebrush shall execute a form Advice Adoption Letter (the form of which is attached hereto as Exhibit L), to be furnished by Qwest, and include as an attachment, the discreet terms and conditions available as Qwest has identified as pertaining to the new product. Sagebrush shall submit the Advice Adoption Letter to the Commission for its approval. Sagebrush shall also provide the Advice Adoption Letter to Qwest pursuant to the notice provisions in this Agreement and may begin ordering the new product pursuant to the terms of this Agreement as amended by such Advice Adoption Letter.

1.7.1.2 If Sagebrush wishes to negotiate an amendment with different terms and conditions than defined by Qwest for such new product, Sagebrush agrees to abide by those terms and conditions on an interim basis by executing

the Interim Advice Adoption Letter (the form of which is attached hereto as Exhibit M) based upon the terms and conditions as Qwest has identified as pertaining to the new product. The Interim Advice Adoption Letter will terminate when the final amendment is approved. The rates and to the extent practicable, other terms and conditions contained in the final amendment will relate back to the date the Interim Advice Adoption Letter was executed. No new product offering or accompanying Interim Advice Adoption Letter will be construed to limit or add to any rates, terms or conditions existing in this Agreement.

SECTION 2.0 - INTERPRETATION AND CONSTRUCTION

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

2.2 The provisions in this Agreement are intended to be in compliance with and based on the existing state of the law, rules, regulations and interpretations thereof, including but not limited to state rules, regulations, and laws, as of the date hereof (the Existing Rules). Nothing in this Agreement shall be deemed an admission by Qwest or Sagebrush concerning the interpretation or effect of the Existing Rules or an admission by Qwest or Sagebrush that the Existing Rules should not be changed, vacated, dismissed, stayed or modified. Nothing in this Agreement shall preclude or estop Qwest or Sagebrush from taking any position in any forum concerning the proper interpretation or effect of the Existing Rules or concerning whether the Existing Rules should be changed, vacated, dismissed, stayed or modified. To the extent that the Existing Rules are vacated, dismissed, stayed or materially changed or modified, then this Agreement shall be amended to reflect such legally binding modification or change of the Existing Rules. Where the Parties fail to agree upon such an amendment within sixty (60) Days after notification from a Party seeking amendment due to a modification or change of the Existing Rules or if any time during such sixty (60) Day period the Parties shall have ceased to negotiate such new terms for a continuous period of fifteen (15) Days, it shall be resolved in accordance with the Dispute Resolution provision of this Agreement. It is expressly understood that this Agreement will be corrected, or if requested by Sagebrush, amended as set forth in this Section 2.2, to reflect the outcome of any applicable generic proceedings by the Commission for pricing, service standards, or other matters covered by this Agreement. Any amendment shall be deemed effective on the Effective Date of the legally binding change or modification of the Existing Rules for rates, and to the extent practicable for other terms and conditions, unless otherwise ordered. During the pendency of any negotiation for an amendment pursuant to this Section 2.2 the Parties shall continue to perform their obligations in accordance with the terms and conditions of this Agreement, for up to sixty (60) Days. If the Parties fail to agree on an amendment during the sixty (60) Day negotiation period, the Parties agree that the first matter to be resolved during Dispute Resolution will be the implementation of an interim operating

agreement between the Parties regarding the disputed issues, to be effective during the pendency of Dispute Resolution. The Parties agree that the interim operating agreement shall be determined and implemented within the first fifteen (15) Days of Dispute Resolution and the Parties will continue to perform their obligations in accordance with the terms and conditions of this Agreement, until the interim operating agreement is implemented. For purposes of this section, "legally binding" means that the legal ruling has not been stayed, no request for a stay is pending, and any deadline for requesting a stay designated by statute or regulation, has passed.

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

SECTION 3.0 - WSP INFORMATION

3.1 Except as otherwise required by law, Qwest will not provide or establish Interconnection, Unbundled Network Elements and Ancillary services in accordance with the terms and conditions of this Agreement prior to Sagebrush's execution of this Agreement.

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

Determine geographical requirements;

Identify Sagebrush Identification IDs;

Determine Qwest system requirements to support Sagebrush's specific activity;

Collect Credit Information;

Obtain Billing Information;

Create summary bills;

Establish input and output requirements;

Create and distribute Qwest and Sagebrush Contact Lists; and

Identify Sagebrush hours and holidays.

SECTION 4.0 - DEFINITIONS

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

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

4.3 "Access Tandem switch" is a switch used to connect End Office switches to Interexchange Carrier switches. Qwest's Access Tandem switches are also used to connect and switch traffic between and among Central Office switches within the same LATA and may be used for the exchange of Local Traffic.

4.4 "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 the Commission.

4.5 "Advanced Intelligent Network" or "AIN" is a Telecommunications network architecture in which call processing, call routing and network management are provided by means of centralized databases.

4.6 "Automatic Number Identification" or "ANI" is the Billing telephone number associated with the access line from which a call originates. ANI and Calling Party Number (CPN) usually are the same number.

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

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

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

- 4.10 "Bill Date" means the date on which a Billing period ends, as identified on the bill.
- 4.11 "Bona Fide Request" or "BFR" shall have the meaning set forth in Section 16.
- 4.12 "Busy Line Verify/Busy Line Interrupt" or "BLV/BLI Traffic" means a call to an operator service in which the caller inquires as to the busy status of or requests an interruption of a Wireline call on another End User Customer's Basic Exchange Telecommunications Service line.
- 4.13 "Calling Party Number" or "CPN" is a Common Channel Signaling ("CCS") parameter, which refers to the number transmitted through a network identifying the calling party. Reference Qwest Technical Publication 77342.
- 4.14 "Central Office switch" means a switch used to provide Telecommunications Services, including, but not limited to:
- 4.14.1 "End Office switches" which are used to terminate End User Customer station loops, or equivalent, for the purpose of interconnecting to each other and to trunks; and
 - 4.14.2 "Tandem Office switches" are used to connect and switch trunk circuits between and among other End Office switches. A Wireless Carrier's switch(es) shall be considered Tandem Office switch(es) to the extent such switch(es) serve(s) a comparable geographic area as Qwest's Tandem Office switch. A fact-based consideration by the Commission of geography should be used to classify any switch on a prospective basis.
- 4.15 "Commercial Mobile Radio Service" or "CMRS" is defined in 47 U.S.C. Section 332 and FCC rules and orders interpreting that statute.
- 4.16 "Commission" means the North Dakota Public Service Commission.
- 4.17 "Common Channel Signaling" or "CCS" means a method of exchanging call set up and network control data over a digital signaling network fully separate from the Public switched Network that carries the actual call. Signaling System 7 (SS7) is currently the preferred CCS method.
- 4.18 "Conversation Time" means the measurement of Type 2 Interconnection usage which begins when Sagebrush'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 Sagebrush's End User Customer or the disconnection signal from the terminating End Office.
- 4.19 "Customer" is a Person to whom a Party provides or has agreed to provide a specific service or set of services, whether directly or indirectly. Customer includes Telecommunication Carriers. See also, End User Customer.
- 4.20 "Day" means calendar Days unless otherwise specified.
- 4.21 "Digital Signal Level" means one of several transmission rates in the time-division multiplex hierarchy.

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

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

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

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

4.26 "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".

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

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

4.29 "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, an ATIS document that defines industry standards for Exchange Message Records.

4.30 "Exchange Service" or "Extended Area Service (EAS)/Local Traffic" means traffic that is originated and terminated within the Local Calling Area as determined by the Commission.

4.31 "FCC" means the Federal Communications Commission.

4.32 "Firm Order Confirmation Date" or "FOC" means the notice Qwest provides to Sagebrush to confirm that Sagebrush's Access Service Order (ASR) has been received and has been successfully processed. The FOC confirms the schedule of dates committed to by Qwest for the provisioning of the service requested.

4.33 "Individual Case Basis" or "ICB" shall have the meaning set forth in Exhibit 17.

4.34 "Information Service" is as defined in the Telecommunications Act of 1996 and FCC Order on Remand and Report and Order in CC Docket 99-68 and includes ISP Bound Traffic.

4.35 "Information Services Providers" or "ISPs" are providers of Information Services.

4.36 "Interconnection" is as described in the Act and refers to the connection between networks for the purpose of transmission and routing of telephone Exchange Service traffic, Exchange Access and Jointly Provided switched Access Traffic.

4.37 "Interconnections Database" or "ICONN" is a Qwest database, available on the Qwest Web Site, which includes business and residence access line counts, switch types, and switch generics.

4.38 "Interexchange Carrier" (IXC) means a Carrier that provides InterLATA or IntraLATA Toll services.

4.39 "InterLATA" describes Telecommunications functions originating in one Local Access and Transport Area (LATA) and terminating in another.

4.40 "InterMTA" describes Telecommunications functions originating in one MTA and terminating in another.

4.41 "Internet Related Traffic" includes ISP Bound traffic and refers to dial-up access through an entity which may include computer processing, protocol conversions, information storage or routing with transmission to enable users to access internet content or data services.

4.42 "IntraLATA" describes Telecommunications functions originating and terminating in the same LATA.

4.43 "ISP Bound Traffic" means the offering of information access pursuant to 47 U.S.C. P251 (g) and the Order with respect to Information Services as defined in 47 U.S.C. P153 (20), and includes Telecommunications traffic delivered to an ISP.

4.44 "IntraLATA Toll" (Transit) is defined in accordance with Qwest's current IntraLATA Toll serving areas, as determined by the state Commission.

4.45 Jointly Provided switched Access see Meet Point Billing.

4.46 "Local Traffic" is traffic that is exchanged in a geographic area either by MTA or the Qwest Extended Area Service (EAS) boundaries. This includes Exchange Access (IntraLATA Toll). Local Traffic excludes Transit Traffic.

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

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

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

4.48.2 "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 End User Customers may complete a call without

incurring toll charges. Traffic terminated by Qwest End User Customers within their EAS boundary is considered to be EAS/Local; Qwest End User Customers are billed toll charges for traffic terminated outside of their EAS boundary.

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

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

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

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

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

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

4.55 "Meet-Point Billing" or "MPB" or "Jointly Provided switched Access" refers to an arrangement whereby two LECs (including a LEC and WSP). Jointly provide switched Access Service to an Interexchange Carrier, with each LEC (or WSP) receiving an appropriate share of the revenues from the IXC as defined by their effective Access Tariffs.

4.56 "Mid-Span Meet" means an Interconnection between two (2) networks designated by two Telecommunications Carriers, whereby each provides its own cable and equipment up to the Meet Point of the cable facilities.

4.57 "Miscellaneous Charges" mean cost-based charges that Qwest may assess in addition to recurring and non-recurring rates set forth in Exhibit A, for activities Sagebrush requests Qwest to perform, activities Sagebrush authorizes, or charges that are a result of Sagebrush's actions, such as cancellation charges, additional labor and maintenance. Miscellaneous Charges are not already included in Qwest's recurring or non-recurring rates.

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

5.10.5 Neither Party shall without the express written permission of the other Party, state or imply that: 1) it is connected, or in any way affiliated with the other or its Affiliates; 2) it is part of a joint business association or any similar arrangement with the other or its Affiliates; 3) the other Party and its Affiliates are in any way sponsoring, endorsing or certifying it and its goods and services; or 4) with respect to its marketing, advertising or promotional activities or materials, the resold goods and services are in any way associated with or originated from the other or any of its Affiliates. Nothing in this paragraph shall prevent either Party from truthfully describing the Network Elements it uses to provide service to its End User Customers, provided it does not represent the Network Elements as originating from the other Party or its Affiliates in any marketing, advertising or promotional activities or materials.

5.10.6 For purposes of resale only and notwithstanding the above, unless otherwise prohibited by Qwest pursuant to an applicable provision herein, Sagebrush may use the phrase "Sagebrush is a Reseller of Qwest Services" (the Authorized Phrase) in Sagebrush's printed materials provided:

5.10.6.1 The Authorized Phrase is not used in connection with any goods or services other than Qwest services resold by Sagebrush.

5.10.6.2 Sagebrush's use of the Authorized Phrase does not cause End User Customers to believe that Sagebrush is Qwest.

5.10.6.3 The Authorized Phrase, when displayed, appears only in text form (Sagebrush may not use the Qwest logo) with all letters being the same font and point size. The point size of the Authorized Phrase shall be no greater than one fourth the point size of the smallest use of Sagebrush's name and in no event shall exceed 8 point size.

5.10.6.4 Sagebrush shall provide all printed materials using the Authorized Phrase to Qwest for its prior written approval.

5.10.6.5 If Qwest determines that Sagebrush's use of the Authorized Phrase causes End User Customer confusion, Qwest may immediately terminate Sagebrush's right to use the Authorized Phrase.

5.10.6.6 Upon termination of Sagebrush's right to use the Authorized Phrase or termination of this Agreement, all permission or right to use the Authorized Phrase shall immediately cease to exist and Sagebrush shall immediately cease any and all such use of the Authorized Phrase. Sagebrush shall either promptly return to Qwest or destroy all materials in its possession or control displaying the Authorized Phrase.

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

5.10.8 Upon request, for all intellectual property owned or controlled by a third party and

licensed to Qwest associated with the Unbundled Network Elements provided by Qwest under this Agreement, either on the Effective Date or at any time during the term of the Agreement, Qwest shall within ten (10) business days, unless there are extraordinary circumstances in which case Qwest will negotiate an agreed upon date, then disclose to Sagebrush in writing (i) the name of the Party owning, controlling or licensing such intellectual property, (ii) the facilities or equipment associated with such intellectual property, (iii) the nature of the intellectual property, and (iv) the relevant agreements or licenses governing Qwest's use of the intellectual property. Except to the extent Qwest is prohibited by confidentiality or other provisions of an agreement or license from disclosing to Sagebrush any relevant agreement or license within ten (10) business days of a request by Sagebrush, Qwest shall provide copies of any relevant agreements or licenses governing Qwest's use of the intellectual property to Sagebrush. To the extent Qwest is prohibited by confidentiality or other provisions of an agreement or license from disclosing to Sagebrush any relevant agreement or license, Qwest shall immediately, within ten (10) business days (i) disclose so much of it as is not prohibited, and (ii) exercise best efforts to cause the vendor, licensor or other beneficiary of the confidentiality provisions to agree to disclosure of the remaining portions under terms and conditions equivalent to those governing access by and disclosure to Qwest.

5.11 Warranties

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

5.12 Assignment

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

5.12.2 In the event that Qwest transfers to any unaffiliated Party exchanges including End User Customers that Sagebrush serves in whole or in part through facilities or services provided by Qwest under this Agreement, the transferee shall be deemed a successor to Qwest's responsibilities hereunder for a period of ninety (90) Days from notice to Sagebrush of such transfer or until such later time as the Commission may direct pursuant to the Commission's then applicable statutory authority to impose such responsibilities either as a condition of the transfer or under such other state statutory authority as may give it such power. In the event of such a proposed transfer, Qwest shall use its best efforts to facilitate discussions between Sagebrush and the Transferee with respect to Transferee's assumption of Qwest's obligations pursuant to the terms of this Agreement.

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

5.13 Default

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

5.14 Disclaimer of Agency

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

5.15 Severability

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

5.16 Nondisclosure

5.16.1 All information, including but not limited to specifications, microfilm, photocopies, magnetic disks, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data, (i) furnished by one Party to the other Party dealing with business or marketing plans End User Customer specific, facility specific, or usage specific information, other than End User Customer information communicated for the purpose of providing Directory Assistance or publication of Directory Database, or (ii) in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary", or (iii) communicated and declared to the receiving Party at the time of delivery, or by written notice given to the receiving Party within ten (10) calendar Days after delivery, to be "Confidential" or "Proprietary" (collectively referred to as "Proprietary Information"), shall remain the property of the disclosing Party. A Party who receives Proprietary Information via an oral communication may request written confirmation that the material is Proprietary Information. A Party who delivers Proprietary Information via an oral communication may request written confirmation that the Party receiving the information understands that the material is Proprietary Information. Each Party shall have the right to correct an inadvertent failure to identify information as Proprietary Information by giving written notification within thirty (30) Days after the information is disclosed. The receiving Party shall from that time forward, treat such information as Proprietary Information.

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

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

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

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

5.16.5 Nothing herein is intended to prohibit a Party from supplying factual information about its network and Telecommunications Services on or connected to its network to regulatory agencies including the Federal Communications Commission and the Commission so long as any confidential obligation is protected. In addition either Party shall have the right to disclose Proprietary Information to any mediator, arbitrator, state or federal regulatory body, the Department of Justice or any court in the conduct of any proceeding arising under or relating in any way to this Agreement or the conduct of either Party in connection with this Agreement, including without limitation the approval of this Agreement, or in any proceedings concerning the provision of InterLATA services by Qwest that are or may be required by the Act. The Parties agree to cooperate with each other in order to seek appropriate protection or treatment of such Proprietary Information pursuant to an appropriate protective order in any such proceeding.

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

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

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

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

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

5.16.9.1.1 Upon the specific order of the Commission, Qwest may provide the forecast information that WSPs have made available to Qwest under this Agreement, provided that Qwest shall first initiate any procedures necessary to protect the confidentiality and to prevent the public release of the information pending any applicable Commission procedures and further provided that Qwest provides such notice as the Commission directs to Sagebrush involved, in order to allow it to prosecute such procedures to their completion.

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

5.17 Survival

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

5.18 Dispute Resolution

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

5.18.2 At the written request of either Party (the Resolution Request), and prior to any other formal dispute resolution proceedings, each Party shall within seven (7) calendar Days after such Resolution Request designate a vice-presidential level employee or a representative with authority to make commitments to review, meet, and negotiate, in good faith, to resolve the Dispute. The Parties intend that these negotiations be conducted by non-lawyer, business representatives, and the locations, format, frequency, duration, and conclusions of these discussions shall be at the discretion of the representatives. By mutual agreement, the representatives may use other procedures, such as mediation, to assist in these negotiations. The discussions and correspondence among the representatives for the purposes of these negotiations shall be treated as Confidential Information developed for purposes of settlement, and shall be exempt from discovery and production, and shall not be admissible in any subsequent arbitration or other proceedings without the concurrence of both of the Parties.

5.18.3 If the vice-presidential level representatives or the designated representative with authority to make commitments have not reached a resolution of the Dispute within fifteen (15) calendar Days after the Resolution Request (or such longer period as agreed to in writing by the Parties), or if either Party fails to designate such vice-presidential level representative or their representative with authority to make commitments within seven (7) calendar Days after the date of the Resolution Request, then either Party may request that the Dispute be settled by arbitration. Notwithstanding the foregoing, a Party may request that the Dispute be settled by arbitration two (2) calendar Days after the Resolution Request pursuant to the terms of Section 5.18.3.1. In any case, the arbitration proceeding shall be conducted by a single arbitrator, knowledgeable about the Telecommunications industry unless the Dispute involves amounts exceeding five million (\$5,000,000) in which case the proceeding shall be conducted by a panel of three (3) arbitrators, knowledgeable about the Telecommunications industry. The arbitration proceedings shall be conducted under the then-current rules for commercial disputes of the American Arbitration Association (AAA) or J.A.M.S./Endispute, at the election of the Party that

initiates dispute resolution under this Section 5.18. Such rules and procedures shall apply notwithstanding any part of such rules that may limit their availability for resolution of a Dispute. The Federal Arbitration Act, 9 U.S.C. Sections 1-16, not state law, shall govern the arbitrability of the Dispute. The arbitrator shall not have authority to award punitive damages. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Each Party shall bear its own costs and attorneys' fees, and shall share equally in the fees and expenses of the arbitrator. The arbitration proceedings shall occur in the Denver, Colorado metropolitan area or in another mutually agreeable location. It is acknowledged that the Parties, by mutual, written agreement, may change any of these arbitration practices for a particular, some, or all Dispute(s). The Party which sends the Resolution Request must notify the Secretary of the Commission of the arbitration proceeding within forty-eight (48) hours of the determination to arbitrate.

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

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

5.18.3.3 Arbitrator's Decision

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

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

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

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

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

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

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

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

5.19 Controlling Law

5.19.1 This Agreement is offered by Qwest and accepted by Sagebrush in accordance with applicable federal law and the state law of North Dakota. It shall be interpreted solely in accordance with applicable federal law and the state law of North Dakota.

5.20 Responsibility for Environmental Contamination

5.20.1 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.

5.20.2 In the event any suspect materials within Qwest-owned, operated or leased facilities are identified to be asbestos containing, Sagebrush will ensure that to the extent any activities which it undertakes in the facility disturb such suspect materials, such Sagebrush activities will be in accordance with applicable local, state and federal environmental and health and safety statutes and regulations. Except for abatement activities undertaken by Sagebrush or equipment placement activities that result in the generation of asbestos-containing material, Sagebrush does not have any responsibility for managing, nor is it the owner of, nor does it have any liability for, or in connection with, any asbestos-containing material. Qwest agrees to immediately notify Sagebrush if Qwest undertakes any asbestos control or asbestos abatement activities that potentially could affect Sagebrush personnel, equipment or operations, including, but not limited to, contamination of equipment.

5.21 Notices

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

Qwest Corporation
Director Interconnection Compliance
1801 California, Room 2410
Denver, Colorado 80202

With copy to:

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

and to Sagebrush at the address shown below:

Sagebrush Cellular, Inc.
P.O. Box 600
Scobey, Montana 59263
Attn: Kathy Greenwood
Phone: 406-783-2229

If personal delivery is selected to give notice, a receipt acknowledging such delivery must be obtained. Each Party shall inform the other of any change in the above contact Person and/or address using the method of notice called for in this Section 5.21.

5.22 Responsibility of Each Party

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

5.23 No Third Party Beneficiaries

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

5.24 Reserved for Future Use.

5.25 Publicity

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

5.26 Executed in Counterparts

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

5.27 Compliance

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

5.28 Compliance with the Communications Assistance Law Enforcement Act of 1994

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

5.29 Cooperation

5.29.1 The Parties agree that this Agreement involves the provision of 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 Section 11 of this Agreement.

5.30 Amendments

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

5.31 Entire Agreement

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

SECTION 8.0 - UNBUNDLED NETWORK ELEMENTS

8.1 Sagebrush may order access to Qwest Unbundled Network Elements (UNEs) via Virtual, Caged Physical, Shared Caged Physical, Cageless Physical, Interconnection Distribution Frame (ICDF), Adjacent Collocation, Common Area Splitter Collocation, and Remote Collocation. This access allows Sagebrush to connect UNEs to other Qwest or Sagebrush's own Network Elements for the purpose of offering Telecommunications Services.

8.2 Should the Parties desire to establish UNEs, the Parties will enter into an Amendment to this Agreement.

SECTION 9.0 - ANCILLARY SERVICES

9.1 Local Number Portability

9.1.1 Terms and Conditions

9.1.1.1 Local Number Portability (LNP) is defined by the FCC as the ability of users of Telecommunications Services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one Telecommunications Carrier to another.

9.1.1.2 Qwest uses the Location Routing Number (LRN) architecture. Under the LRN architecture, each switch is assigned a unique ten-digit LRN, the first six digits of which identify the location of that switch. The LRN technology is a triggering and addressing method, which allows the re-homing of individual telephone numbers to other switches and ensures the proper routing of calls to ported telephone numbers through the use of a database and the signaling network. The LRN solution interrupts call processing through the use of an Advanced Intelligent Network (AIN) trigger, commonly referred to as the LRN trigger. During this interruption, a query is launched to the LNP database in the signaling network and the call is re-addressed using the LRN information for the ported telephone number. The LRN will route the call to the proper switch destination. The actual routing of the call with either the dialed number, for calls to non-portable numbers, or the LRN, for calls to portable numbers, observes the rules, protocols and requirements of the existing Public Office Dialing Plan (PODP).

9.1.2 Terms and Conditions

9.1.2.1 Each Party will provide Local Number Portability (LNP), also known as long-term number portability, in a non-discriminatory manner in compliance with the FCC's rules and regulations and the guidelines of the FCC's North American Numbering Council's (NANC) Local Number Portability Administration (LNPA) Working Group and the Industry Numbering Committee (INC) of the Alliance for Telecommunications Industry Solutions (ATIS). Unless specifically excluded in Section 9.2.2.6, all telephone numbers assigned to an End User Customer are available to be ported through LNP. Mass calling events shall be handled in accordance with the industry's non-LRN recommendation (NANC's High Volume Call-In Networks dated February 18, 1998.)

9.1.2.2 Each Party shall use reasonable efforts to facilitate the expeditious deployment of LNP. The Parties shall comply with the processes and implementation schedules for LNP deployment prescribed by the FCC. In accordance with industry guidelines, the publications of LNP capable switches and the schedule and status for future deployment will be identified in the Local Exchange Routing Guide (LERG).

9.1.2.3 In connection with the provision of LNP, the Parties agree to support and comply with all relevant requirements or guidelines that are adopted by the FCC, or that are agreed to by the telecommunications industry as a national industry standard.

9.1.2.4 Sagebrush may order the LNP Managed Cut, as described in Section 9.1.5.4.

9.1.2.4.1 Parties understand that LNP order activity may be coordinated in

order to ensure that the end user is provided with uninterrupted service. If the Party porting the telephone number experiences problems with its Port, and needs to delay or cancel the Port, that Party shall notify the other Party immediately. Parties will work cooperatively and take prompt action to delay or cancel the Port in accordance with industry (LNPA's Working Group) accepted procedures to minimize End User Customer service disruptions.

9.1.2.4.2 Parties shall transmit a Port create subscription or Port concurrence message to the NPAC, in accordance with the FCC's LNPA Working Group's guidelines. Qwest will routinely send a concurrence message within the time frames established by the industry.

9.1.2.5 The Parties agree to implement LNP within the guidelines set forth by the generic technical requirements for LNP as specified in Section 20 of this Agreement.

9.1.2.6 Neither Party shall be required to provide number portability for numbers that are excluded by FCC rulings (e.g. 500 and 900 NPAs, 950 and 976 NXX number services).

9.1.2.7 After an end-office becomes equipped with LNP, all NXXs assigned to that end office will be defined as portable, to the extent Technically Feasible, and translations will be changed in each Party's switches so that the portable NXXs are available for LNP database queries. When an NXX is defined as portable, it will also be defined as portable in all LNP-capable switches that have direct trunks to the end office associated with the portable NXX.

9.1.2.8 Each Party shall offer number portability to Customers for any portion of an existing DID block without being required to Port the entire block of DID numbers. Each Party shall permit Customers who Port a portion of DID numbers to retain DID service on the remaining portion of the DID numbers.

9.1.2.9 At the time of porting a number via LNP from Qwest, Qwest shall ensure that the LIDB entry for that number is de-provisioned if the Qwest LIDB is not being used by Sagebrush.

9.1.2.10 Both Parties agree to follow the LNP switch request process established by the Parties and in compliance with industry guidelines.

9.1.2.11 NXX Migration, or Local Exchange Routing Guide Reassignment, reassigns the entire Central Office Code (NXX) to Sagebrush's switch if the code is used solely for one end user. Where one Party has activated an entire NXX for a single end user, or activated a substantial portion of an NXX for a single end user with the remaining numbers in the NXX either reserved for future use or otherwise unused, if such end user chooses to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned to an End Office operated by the second Party through the NANP administrator. In addition, both Parties agree to cooperate in arranging necessary updates and industry notification in the LERG (and associated industry databases, routing tables, etc.). Such transfer will be accomplished with appropriate coordination between the Parties and subject to appropriate industry lead-times (as identified in the LERG and the Central Office Code Administration guidelines) for movement of NXXs from one switch to another. Other

applications of NXX migration will be discussed by the Parties as circumstances arise.

9.1.2.12 In connection with all LNP requests, the Parties agree to comply with the National Emergency Number Association (NENA) recommended standards for service provider Local Number Portability (NENA-02-011).

9.1.2.13 Porting of Reserved Numbers. The Customers of each Party may Port reserved numbers from one Party to the other Party via LNP. Qwest will reserve telephone numbers in accordance with FCC rules.

9.1.2.14 Limits on Subscriber Relocation. Qwest and Sagebrush agree that a Customer may geographically relocate at the same time as it ports its telephone number, using LNP, to the new service provider; provided, however, that the current service provider may require that the Customer's relocation at the time of the Port to the new service provider be limited to the geographic area represented by the NXX of the ported telephone number. The current service provider may not impose a relocation limitation on the new service provider or the new service provider's subscribers that is more restrictive than that which the current service provider would impose upon its own subscribers with telephone numbers having the same NXX as the telephone number(s) being ported. In addition, the current service provider may not impose any restrictions on relocation within the same Rate Center by a ported end user while that end user is served by the new service provider.

9.1.3 Service Management System (SMS)

9.1.3.1 Each Party shall sign the appropriate NPAC user agreement(s) and obtain certification from the appropriate NPAC administrator(s) that the Party or the Party's Service Order Administration (SOA) and Local Service Management System (LSMS) vendor(s) has systems and equipment that are compatible with the NPAC's established protocols and that the application of such systems and equipment is compatible with the NPAC.

9.1.3.2 Each Party shall cooperate to facilitate the administration of the SMS.

9.1.4 Database and Query Services

9.1.4.1 Qwest shall perform default LNP queries where Sagebrush is unable to perform its own query. Sagebrush shall perform default LNP queries where Qwest is unable to perform its own query. Qwest query services and charges are defined in Qwest's FCC Tariff #1, Section 13.19.1, including End Office and Tandem Default Query Charges which are contained in Tariff Section 13 (Miscellaneous Service) and Database Query Charges which are contained in Tariff Section 20 (CCSAC Service Applications).

9.1.4.2 For local calls to a NXX in which at least one number has been ported via LNP at the request of Sagebrush, the Party that owns the originating switch shall query an LNP database as soon as the call reaches the first LNP capable switch in the call path. The Party that owns the originating switch shall query on a local call to a NXX in which at least one number has been ported via LNP prior to any attempts to route the call to any other switch. Prior to the first number in a NXX being ported via LNP at the request of Sagebrush, Qwest may query all calls directed to the NXX, subject to the billing provisions and provided that Qwest queries shall not adversely affect the quality of

service to Sagebrush's Customers or end users as compared to the service Qwest provides its own Customers and end users.

9.1.4.3 A Party shall be charged for a LNP query by the other Party only if the Party to be charged is the N-1 carrier and it was obligated to perform the LNP query but failed to do so. Parties are not obligated to perform the LNP query prior to the first Port requested in a NXX.

9.1.4.4 On calls originating from a Party's network, the Party will populate, if technically feasible, the Jurisdiction Information Parameter (JIP) with the first six digits of the originating LRN in the SS7 Initial Address Message.

9.1.4.5 Each Party shall cooperate in the process of porting numbers from one carrier to another so as to limit service outage for the ported subscriber.

9.1.5 Ordering

9.1.5.1 Both Parties shall comply with ordering standards as developed by the industry and as described in this Agreement. LNP service is ordered via a Local Service Request (LSR) and associated Number Portability forms. Sagebrush may order long term number portability either manually or through an electronic interface. The electronic gateway solution for ordering service is described in this Agreement.

9.1.5.2 Standard Due Date Intervals. Service intervals for LNP as described below for simple and complex products. These intervals include the time for Firm Order Confirmation (FOC). Orders received after 7:00 p.m. (mountain time) are considered the next business day. The following service intervals have been established for local number portability:

	Telephone Numbers To Port	Interval*
<u>Simple</u> (1FR/1FB)	1-5	3 business days (includes FOC 24 hr interval)
	6-50	4 business days (includes FOC 24 hr interval)
	51 or more	Project Basis
<u>Complex</u> (PBX Trunks, ISDN, Centrex)	1-25	5 business days (includes FOC 24 hr interval)
	26 or more	Project Basis

9.1.5.3 Most LNP order activity is flow-through, meaning that the ten (10) digit unconditional trigger, or line side attribute (LSA) trigger, can be set automatically.

Sagebrush may request any Due Date/Frame Due Time (DD/FDT) where the trigger can be set automatically, although there may be some instances when Qwest or the Number Portability Administration Center/Service Management System (NPAC/SMS) will provide prior electronic notice of specific blocks of time which cannot be used as a DD/FDT due to scheduled maintenance or other circumstances. If the DD/FDT on a flow-through cut is outside Qwest's normal business hours for LNP, Qwest will have personnel available in the Repair Center to assist in the event that Sagebrush experiences problems during the cut. In addition, Qwest allows Sagebrush to request a Managed Cut on a 24 X 7 basis in those situations where a cut would otherwise have been flow-through, but where Sagebrush has a business need to have Qwest personnel dedicated to the cut. The terms and conditions for Managed Cuts are described in 9.1.5.4.

9.1.5.3.1 Qwest will set the ten (10) digit unconditional trigger for numbers to be ported, unless technically infeasible, by 11:59 p.m. (local time) on the business day preceding the scheduled port date. Qwest will initiate a managed cut when the 10-digit unconditional trigger or Line Side Attribute (LSA) cannot be set or when the port request for an account exceeds 2000 telephone numbers or 200 trunks. Qwest initiated managed cuts scheduled within the normal business hours are provided at no additional charge. If Sagebrush requests a Frame Due Time (FDT) that is outside the normal business hours, the terms, conditions and prices of the LNP Managed Cut offering will apply. The ten (10) digit unconditional trigger and switch translations associated with the end user customer's telephone number will not be removed, nor will Qwest disconnect the Customer's billing and account information, until 11:59 p.m. (local time) of the next business day after the due date.

9.1.5.4 LNP Managed Cut: A Managed Cut permits Sagebrush to select a project managed cut for LNP. Managed Cuts are offered on a 24 X 7 basis.

9.1.5.4.1 The date and time for the managed cut requires up-front planning and may need to be coordinated between Qwest and Sagebrush. All requests will be processed on a first come, first served basis and are subject to Qwest's ability to meet a reasonable demand. Considerations such as system downtime, switch upgrades, switch maintenance, and the possibility of other WSPs requesting the same FDT in the same switch (switch contention) must be reviewed. In the event that any of these situations would occur, Qwest will coordinate with Sagebrush for an agreed upon FDT, prior to issuing the Firm Order Confirmation (FOC). In special cases where a FDT must be agreed upon, the interval to reach agreement will not exceed two (2) Days. In addition, standard intervals will apply.

9.1.5.4.2 Sagebrush shall request a Managed Cut by submitting a Local Service Request (LSR) and designating this order as a Managed Cut in the remarks section of the LSR form. Sagebrush must also populate Manual IND field with the letter Y.

9.1.5.4.3 Sagebrush will incur additional charges for the Managed Cut dependent upon the FDT. The rates are based upon whether the request is within Qwest's normal business hours or out of hours. Qwest's normal business hours are 7:00 a.m. to 7:00 p.m., end user local time, Monday through Friday. The rate for Managed Cuts during normal business hours is the standard rate.

The rate for Managed Cuts out of hours, except for Sundays and Holidays, is the overtime rate. Sundays and Holidays are at premium rate.

9.1.5.4.4 Charges for Managed Cuts shall be based upon actual hours worked in one half (½) hour increments. Exhibit A of this Agreement contains the rates for Managed Cuts. Sagebrush understands and agrees that in the event Sagebrush does not make payment for Managed Cuts, unless disputed as permitted under Section 5.4 of the Agreement, Qwest shall not accept any new LSR requests for Managed Cuts.

9.1.5.4.5 Qwest will schedule the appropriate number of employees prior to the cut, normally not to exceed three (3) employees, based upon information provided by Sagebrush. Sagebrush will also have appropriate personnel scheduled for the negotiated FDT. If Sagebrush's information is modified during the cut, and, as a result, non-scheduled employees are required, Sagebrush shall be charged a three (3) hour minimum callout charge per each additional non-scheduled employee. If the cut is either cancelled, or supplemented (supp) to change the due date, within twenty-four (24) hours of the negotiated FDT, Sagebrush will be charged a one person three (3) hour minimum charge. If the cut is cancelled due to a Qwest error or a new due date is requested by Qwest, within twenty-four (24) hours of the negotiated FDT, Qwest may be charged by Sagebrush one person three (3) hour minimum charge as set forth in Exhibit A.

9.1.5.4.6 In the event that the LNP Managed Cut LNP conversion is not successful, Sagebrush and Qwest agree to isolate and fix the problem in a timeframe acceptable to Sagebrush or the Customer. If the problem cannot be corrected within an acceptable timeframe to Sagebrush or the Customer, Sagebrush may request the restoral of Qwest service for the ported Customer. Such restoration shall begin immediately upon request. If Sagebrush is in error then a supplemental order shall be provided to Qwest. If Qwest is in error, no supplemental order or additional order will be required of Sagebrush.

9.1.5.4.7 Qwest shall ensure that any LNP order activity requested in conjunction with a Managed Cut shall be implemented in a manner that avoids interrupting service to the end user, including, without limitation, ensuring that the end user's Qwest Loop will not be disconnected prior to confirmation that telephone number has been successfully ported.

9.1.6 Maintenance and Repair

9.1.6.1 Each Party is responsible for its own end users and will have the responsibility for resolution of any service trouble report(s) from its end users. End User Customers will be instructed to report all cases of trouble to their Service Provider.

9.1.6.2 Each Party will provide their respective End User Customers the correct telephone numbers to call for access to their respective repair bureaus. Each Party will provide their repair contact numbers to one another on a reciprocal basis.

9.1.6.3 Qwest will work cooperatively with Sagebrush to isolate and resolve trouble reports. When the trouble condition has been isolated and found to be within a portion of the Qwest network, Qwest will perform standard tests and isolate and repair

the trouble within twenty-four (24) hours of receipt of the report.

9.1.6.4 Qwest will proactively test new switch features and service offerings to ensure there are no problems with either the porting of numbers or calls from Qwest Customers to Sagebrush Customers with ported numbers or vice versa.

9.1.7 Rate Elements

9.1.7.1 See Rate Elements in Exhibit A or Qwest's FCC Tariff #1, as appropriate.

9.2 911/E911 Service

9.2.1 Compliance with FCC Docket 94-102 necessitates the integration of Wireless calls to the E911 network, which is separate from the Type 2 Interconnection. This E911 connectivity must be between the Wireless Carrier's switch and the appropriate 911 selective router and must include provisions for the delivery of the Wireless End User Customer'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 E911 service, to include the provisioning of the network and Automatic Location Identification (ALI) Database, under a separate agreement, which is compliant with the requirements of FCC docket 94-102, when a qualifying Public Safety Answering Point (PSAP) requests such service.

9.3 White Pages Directory Listings

9.3.1 Description

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

9.3.2 Terms and Conditions

9.3.2.1 Sagebrush will provide in standard format specified by Qwest, by mechanized or by manual transmission to Qwest, its premium and privacy listings.

9.3.2.2 Sagebrush will be charged for premium and privacy listings (e.g., additional, foreign, cross reference) at Qwest's General Exchange listing Tariff rates, less the wholesale discount, as described in Exhibit A.

9.3.2.3 Information on submitting and updating listings is available in "Qwest Facility Based and Co-Provider Listings User Documents." Qwest will furnish Sagebrush the listings format specifications. Directory publishing schedules and deadlines will be provided to Sagebrush upon request.

9.3.2.4 If Sagebrush provides its end user's listings to Qwest, Sagebrush grants Qwest access to Sagebrush's end user listings information for use in its Directory Assistance Service, in its Directory Assistance List Service, and for other lawful

purposes, except that Sagebrush's listings supplied to Qwest by Sagebrush and marked as nonpublished or nonlisted listings shall not be used for marketing purposes, subject to the terms and conditions of this Agreement. Qwest will incorporate Sagebrush end user Listings in the Directory Assistance Database. Qwest will incorporate Sagebrush's end user listings information in all existing and future directory assistance applications developed by Qwest. Should Qwest cease to be a Telecommunications Carrier, by virtue of a divestiture, merger or other transaction, this access grant automatically terminates.

9.3.2.5 Sagebrush end user listings will be treated the same as Qwest's end user listings. Prior written authorization from Sagebrush, which authorization may be withheld, shall be required for Qwest to sell, make available, or release Sagebrush's end user listings to directory publishers, or other third parties other than directory assistance providers. No prior authorization from Sagebrush shall be required for Qwest to sell, make available, or release Sagebrush's end user directory assistance listings to directory assistance providers. Listings shall not be provided or sold in such a manner as to segregate end users by Carrier. Sagebrush will not receive compensation from Qwest for any sale of listings by Qwest as provided for under this Agreement.

9.3.2.6 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.

9.3.2.7 Qwest is responsible for maintaining listings, including entering, changing, correcting, rearranging and removing listings in accordance with Sagebrush's orders.

9.3.2.8 Qwest provides non-discriminatory appearance and integration of white pages listings for all Sagebrush's and Qwest's end users. All requests for white pages Directory Listings, whether Sagebrush or Qwest end users, follow the same processes for entry into the listings database.

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

9.3.2.10 Sagebrush white pages listings will be in the same font and size as listings for Qwest end users, and will not be separately classified.

9.3.2.11 Qwest processes for publication of white pages Directory Listings will make no distinction between Sagebrush and Qwest subscribers. Sagebrush listings will be provided with the same accuracy and reliability as Qwest's end user listings. Qwest will ensure Sagebrush listings provided to Qwest are included in the white pages directory published on Qwest's behalf using the same methods and procedures, and under the same terms and conditions, as Qwest uses for its own end user listings.

9.3.2.12 Qwest shall ensure its third party publisher distributes appropriate alphabetical and classified directories (white and yellow pages) and recycling services to Sagebrush end users at Parity with Qwest end users, including providing directories a) upon establishment of new service; b) during annual mass distribution; and c) upon end user request.

9.3.2.13 Sagebrush shall use commercially reasonable efforts to ensure that listings provided to Qwest are accurate and complete. All third party listings information is provided AS IS, WITH ALL FAULTS. Sagebrush further represents that it shall review all listings information provided to Qwest, including end user requested restrictions on use, such as nonpublished and nonlisted restrictions.

9.3.2.14 Reserved for Future Use.

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

9.3.2.16 Sagebrush agrees to provide to Qwest its end user names, addresses and telephone numbers in a standard mechanized format, as specified by Qwest.

9.3.2.17 Sagebrush will supply its ACNA/CIC or CLCC/OCN, as appropriate, with each order to provide Qwest the means of identifying listings ownership.

9.3.2.18 Prior to placing listings orders on behalf of end users, Sagebrush shall be responsible for obtaining, and have in its possession, Proof of Authorization (POA), as set forth in Section 5.3 of this Agreement.

9.3.2.19 Qwest will provide monthly listing verification proofs that provide the data to be displayed in the published white pages directory and available on directory assistance. Verification proofs containing nonpublished and nonlisted listings are also available upon request on the same monthly schedule.

9.3.2.20 Qwest will provide Sagebrush a reasonable opportunity to verify the accuracy of the listings to be included in the white pages directory and directory assistance.

9.3.2.21 Sagebrush may review and if necessary edit the white page listings prior to the close date for publication in the directory.

9.3.2.22 Sagebrush is responsible for all dealings with, and on behalf of, Sagebrush's end users, including:

9.3.2.22.1 All end user account activity (e.g., end user queries and complaints);

9.3.2.22.2 All account maintenance activity (e.g., additions, changes, issuance of orders for listings to Qwest);

9.3.2.22.3 Determining privacy requirements and accurately coding the privacy indicators for Sagebrush's end user information (if end user information provided by Sagebrush to Qwest does not contain a privacy indicator, no privacy restrictions will apply); and

9.3.2.22.4 Any additional services requested by Sagebrush's end users.

9.3.2.23 Pursuant to Sec. 222 (a), (b), (c), (d), and (e) of the Telecommunications

Act, Qwest will provide subscriber lists information gathered in Qwest's capacity as a provider of local Exchange Service on a timely and unbundled basis, under non-discriminatory and reasonable rates, terms and conditions to Sagebrush upon request for the purpose of publishing directories in any format. Rates may be subject to federal or state law or rules, as appropriate. Upon request by Sagebrush, Qwest shall enter into negotiations with Sagebrush for Sagebrush's use of subscriber list information for purposes other than publishing directories, and Qwest and Sagebrush will enter into a written contract if agreement is reached for such use.

9.3.2.23.1 Qwest shall use commercially reasonable efforts to ensure that its retail end user listings provided to Sagebrush are accurate and complete. Any third party listings are provided AS IS, WITH ALL FAULTS. Qwest further represents that it shall review all its retail end user listings information provided to Sagebrush including end user requested restrictions on use, such as nonpublished and nonlisted restrictions.

9.3.2.24 Qwest represents and warrants that any arrangement for the publication of white pages Directory Listings with Qwest's official publisher (including, without limitation, Dex Media) or contractor, requires such publisher or contractor to publish the Directory Listings of Sagebrush contained in Qwest's listings database so that Sagebrush's Directory Listings are non-discriminatory in appearance and integration, and have the same accuracy and reliability that such official publisher provides to Qwest's end users.

9.3.2.25 Qwest further agrees that any arrangements for the publication of white pages Directory Listings with our official publisher or contractor shall require such publisher or contractor to include in the Customer guide pages of the white pages directory, a notice that end users should contact their local service provider to request any modifications to their existing listing or to request a new listing.

9.3.2.26 Qwest agrees that any arrangement with our official publisher or contractor for the publication of white pages Directory Listings shall require such publisher or contractor to provide Sagebrush space in the Customer guide pages of the white pages directory for the purpose of notifying Customers how to reach Sagebrush to: (1) request service; (2) contact repair service; (3) dial directory assistance; (4) reach an account representative; (5) request buried cable local service; and (6) contact the special needs center for Customers with disabilities.

9.3.3 Rate Elements

The following rate elements apply to White Pages Listings and are contained in Exhibit A of this Agreement.

9.3.3.1 Premium/Privacy Listings.

9.3.4 Ordering Process

9.3.4.1 Qwest provides training on white page listings requests and submission processes. The ordering process is similar to the service ordering process.

9.3.4.2 Sagebrush listings can be submitted for inclusion in Qwest white pages

directories according to the directions in the Qwest Listings User Documents for Facility-Based and Reseller CLECs, which is available on-line through the PCAT, (<http://www.qwest.com/wholesale/>) or will be provided in hard copy to Sagebrush upon request. Initial information and directions are available in the PCAT.

9.3.4.3 Sagebrush can submit the OBF forms incorporated in the Local Service Request via the IMA-EDI, IMA-GUI, or fax.

9.4 Access to Poles, Ducts, Conduits, and Rights of Way

9.4.1 Description

9.4.1.1 Pole Attachments: Where it has ownership or control to do so, Qwest will provide Sagebrush with access to available pole attachment space for the placing of facilities for the purpose of transmitting Telecommunications Services.

9.4.1.1.1 The term pole attachment means any attachment by Sagebrush to a pole owned or controlled by Qwest.

9.4.1.2 Ducts and Conduits: Where it has ownership or control to do so, Qwest will provide Sagebrush with access to available ducts/conduits for the purpose of placing facilities for transmitting Telecommunications Services. A spare duct/conduit will be leased for copper facilities only, and an innerduct for the purpose of placing fiber. Sagebrush may place innerduct in an empty duct/conduit. Control of Sagebrush-installed spare innerduct shall vest in Qwest immediately upon installation; ownership of such innerduct shall vest to Qwest if and when Sagebrush abandons such innerduct.

9.4.1.2.1 The terms duct and conduit mean a single enclosed raceway for conductors, cable and/or wire. Duct and conduit may be in the ground, may follow streets, bridges, public or private ROW or may be within some portion of a multi-unit building. Within a multi-unit building, duct and conduit may traverse building entrance facilities, building entrance links, equipment rooms, remote terminals, cable vaults, telephone closets or building riser. The terms duct and conduit include riser conduit.

9.4.1.2.2 The term innerduct means a duct-like raceway smaller than a duct/conduit that is inserted into a duct/conduit so that the duct may typically carry three (3) cables.

9.4.1.3 Rights of Way (ROW) – Where it has ownership or control to do so, Qwest will provide to Sagebrush, via an Access Agreement in the form of Attachment 4 to Exhibit D, access to available ROW for the purpose of placing Telecommunications facilities. ROW includes land or other property owned or controlled by Qwest and may run under, on, above, across, along or through public or private property or enter multi-unit buildings.

9.4.1.3.1 ROW means access to private property owned or controlled by Qwest, but expressly excluding any public, governmental, federal or Native American, or other quasi-public or non-private lands, sufficient to permit Qwest to place Telecommunications facilities on real property; such property owner may permit Qwest to install and maintain facilities under, on, above, across, along or

through private property or enter multi-unit buildings. Within a multi-unit building, a ROW includes a pathway that is actually used or has been specifically designated for use by Qwest as part of its transmission and distribution network where the boundaries of the pathway are clearly defined either by written specifications or unambiguous physical demarcation.

9.4.1.4 Intentionally Left Blank.

9.4.1.5 The phrase "ownership or control to do so" means the legal right, as a matter of state law, to (i) convey an interest in real or personal property, or (ii) afford access to third parties as may be provided by the landowner to Qwest through express or implied agreements, or through Applicable Rules as defined in this Agreement.

9.4.2 Terms and Conditions

Qwest shall provide Sagebrush non-discriminatory access to poles, ducts, conduit and rights of way on terms and conditions found in the Revised Qwest Right of Way, Pole Attachment and/or Duct/Innerduct Occupancy General Information Document, attached hereto as Exhibit D. Qwest will not favor itself over Sagebrush when provisioning access to poles, ducts, conduits and rights of way. Qwest shall not give itself preference when assigning space.

9.4.2.1 Subject to the provisions of this Agreement, Qwest agrees to issue to Sagebrush authorization for Sagebrush to attach, operate, maintain, rearrange, transfer and remove at its sole expense its facilities on poles/duct/innerduct or ROW owned or controlled in whole or in part by Qwest, subject to Orders placed by Sagebrush. Any and all rights granted to Sagebrush shall be subject to and subordinate to any future local, state and/or federal requirements.

9.4.2.2 Qwest will rely on such codes as the National Electrical Safety Code (NESC) to prescribe standards with respect to capacity, safety, reliability, and general engineering principles.

9.4.2.3 Federal requirements, such as those imposed by Federal Energy Regulatory Commission (FERC) and Occupational Safety and Health Administration (OSHA), will continue to apply to the extent such requirements affect requests for attachments or occupancy to Qwest facilities under Section 224(f)(1) of the Act.

9.4.2.4 Sagebrush shall provide access to a map of the requested poles/duct/innerduct/ROW route, including estimated distances between major points, the identification and location of the poles/duct/innerduct and ROW and a description of Sagebrush's facilities. Qwest agrees to provide to Sagebrush access to relevant plats, maps, engineering records and other data within ten (10) business Days of receiving a Bona Fide Request for such information, except in the case of extensive requests. Extensive requests involve the gathering of plats from more than one (1) location, span more than five (5) Wire Centers, or consist of ten (10) or more intra-Wire Center requests submitted simultaneously. Responses to extensive requests will be provided within a reasonable interval, not to exceed forty-five (45) calendar Days.

9.4.2.5 Except as expressly provided herein, or in the Pole Attachment Act of 1934 as amended and its regulations and rules, or in any applicable state or municipal laws, nothing herein shall be construed to compel Qwest to construct, install, modify or

place any poles/duct/innerduct or other facility for use by Sagebrush.

9.4.2.6 Qwest retains the right to determine the availability of space on poles/duct/innerduct, duct, conduit and ROW consistent with 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC § 224. In the event Qwest determines that rearrangement of the existing facilities on poles, innerduct, duct/conduit and ROW is required before Sagebrush's facilities can be accommodated, the actual cost of such modification will be included in Sagebrush's nonrecurring charges for the associated Order (Make-Ready fee). When modifications to a Qwest spare duct/conduit include the placement of innerduct, Qwest or Sagebrush will install the number of innerduct required to fill the duct/conduit to its full capacity.

9.4.2.7 Qwest shall make manhole ingress and egress for duct/innerduct access available to Sagebrush. 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.

9.4.2.8 Where such authority does not already exist, Sagebrush shall be responsible for obtaining the necessary legal authority to occupy ROW, and/or poles/duct/innerduct on governmental, federal, Native American, and private rights of way. Sagebrush shall obtain any permits, licenses, bonds, or other necessary legal authority and permission, at Sagebrush's sole expense, in order to perform its obligations under this Agreement. Sagebrush 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. See Section 9.8.4. Sagebrush shall comply with all conditions of rights-of-way and permits. Once such permission is obtained, all such work may be performed by Qwest or Sagebrush at the option of Sagebrush.

9.4.2.9 Access to a Qwest Central Office manhole will be permitted where Technically Feasible. If space is available, Qwest will allow access through the Central Office manhole to the POI (Point of Interconnection). There shall be a presumption that there shall be no fiber splices allowed in the Central Office manhole. However, where Sagebrush can establish the necessity and technical feasibility of splicing in the Central Office Manhole, such action shall be permitted.

9.4.2.10 Replacement/Modification/Installation - If Sagebrush requests Qwest to replace or modify existing poles/duct/innerduct to increase its strength or capacity for the sole benefit of Sagebrush, Sagebrush shall pay Qwest the total actual replacement cost, Qwest's actual cost to transfer its attachments to new poles/duct/innerduct, as necessary, and the actual cost for removal (including actual cost of destruction) of the replaced poles/duct/innerduct, if necessary. Ownership of new poles/duct/innerduct shall vest to Qwest.

9.4.2.10.1 Upon request, Qwest shall permit Sagebrush to install poles/duct/innerduct. Qwest reserves the right to reject any non-conforming replacement Pole/duct/conduit installed by Sagebrush that do not conform to the NESC, OSHA or local ordinances.

9.4.2.10.2 To the extent that a modification is incurred for the benefit of multiple parties, Sagebrush shall pay a proportionate share of the total actual

cost based on the ratio of the amount of new space occupied by the facilities of Sagebrush to the total amount of space occupied by all parties including Qwest or its Affiliates participating in the modification. Parties who do not initiate, request or receive additional space from a modification, are not required to share in the cost of the modification. Sagebrush, Qwest or any other party that uses a modification as an opportunity to bring its facilities into compliance with applicable safety or other requirements will be deemed to be sharing in the modification and will be responsible for its share of the modification cost. Attaching entities will not be responsible for sharing in the cost of governmentally mandated pole or other facility modification.

9.4.2.10.3 The modifying party or parties may recover a proportionate share of the modification costs from parties that later are able to obtain access as a result of the modification. The proportionate share of the subsequent attacher will be reduced to take account of depreciation to the pole or other facility that has occurred since the modification. The modifying party or parties seeking to recover modification costs from parties that later obtain attachments shall be responsible for maintaining all records regarding modification costs. Qwest shall not be responsible for maintaining records regarding modification costs on behalf of attaching entities.

9.4.2.11 Notification of modifications initiated by or on behalf of Qwest and at Qwest's expense shall be provided to Sagebrush 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 Sagebrush does not respond to a requested rearrangement of its facilities within sixty (60) Days after receipt of written notice from Qwest requesting rearrangement, Qwest may perform or have performed such rearrangement and Sagebrush shall pay the actual cost thereof. No such notice shall be required in emergency situations or for routine maintenance of poles/duct/innerduct completed at Qwest's expense.

9.4.2.12 Qwest reserves the right to make an on-site/final construction inspection of Sagebrush's facilities occupying the poles/duct/innerduct system. Sagebrush shall reimburse Qwest for the actual cost of such inspections except where specified in this Section.

9.4.2.13 When final construction inspection by Qwest has been completed, Sagebrush shall correct such non-complying conditions within the reasonable period of time specified by Qwest in its written notice. If corrections are not completed within the specified reasonable period, occupancy authorizations for the ROW, poles/duct/innerduct system where non-complying conditions remain uncorrected shall suspend forthwith, regardless of whether Sagebrush has energized the facilities occupying said poles/duct/innerduct or ROW system and Sagebrush shall remove its facilities from said poles/duct/innerduct or ROW in accordance with the provisions of this Section, provided, however, if the corrections physically cannot be made within such specified time, and Sagebrush has been diligently prosecuting such cure, Sagebrush shall be granted a reasonable additional time to complete such cure. Qwest may deny further occupancy authorization to Sagebrush until such non-complying conditions are corrected or until Sagebrush's facilities are removed from the poles/duct/innerduct system where such non-complying conditions exist. If agreed between both Parties, Qwest shall perform or have performed such corrections and Sagebrush shall pay

Qwest the actual cost of performing such work. Subsequent inspections to determine if appropriate corrective actions have been taken may be made by Qwest.

9.4.2.14 Once Sagebrush's facilities begin occupying the poles/duct/innerduct or ROW system, Qwest may perform a reasonable number of inspections. Qwest shall bear the cost of such inspections unless the results of the inspection reveal a material violation or hazard, or that Sagebrush has in any other way failed to comply with the provisions of Section 9.8.2.20; in which case Sagebrush shall reimburse Qwest the costs of inspections and re-inspections, as required. Sagebrush's representative may accompany Qwest on such field 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.

9.4.2.15 The costs of inspections made during construction and/or the final construction survey and subsequent inspection shall be billed to Sagebrush upon completion of the inspections.

9.4.2.16 Final construction, subsequent, and periodic inspections or the failure to make such inspections, shall not relieve Sagebrush of any responsibilities, obligations, or liability assigned under this Agreement.

9.4.2.17 Sagebrush may use individual workers of its choice to perform any work necessary for the attaching of its facilities so long as such workers have the same qualifications and training as Qwest's workers. Sagebrush may use any contractor approved by Qwest to perform Make-Ready Work.

9.4.2.18 If Qwest terminates an order for cause, or if Sagebrush terminates an order without cause, subject to 9.8.4.5, Sagebrush 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/duct/innerduct within sixty (60) calendar Days, or cause Qwest to remove its facilities from the poles/duct/innerduct at Sagebrush's expense; provided, however, that Sagebrush shall be liable for and pay all fees and charges provided for in this Agreement to Qwest until Sagebrush's facilities are physically removed. "Cause" as used herein shall include Sagebrush's use of its facilities in material violation of any Applicable Law or in aid of any unlawful act or making an unauthorized modification to Qwest's poles/duct/innerduct, or, in the case of ROW, any act or omission that violates the terms and conditions of either (a) the Access Agreement by which Qwest conveys a right of access to the ROW to Sagebrush, or (b) the instrument granting the original ROW to Qwest or its predecessor.

9.4.2.19 Qwest may abandon or sell any poles/innerduct, duct/conduit or ROW at any time by giving written notice to Sagebrush. Any poles, innerduct, duct/conduit or ROW that is sold, will be sold subject to all existing legal rights of Sagebrush. Upon abandonment of poles/innerduct, duct/conduit or ROW, and with the concurrence of the other joint user(s), if necessary, Sagebrush shall, within sixty (60) calendar Days of such notice, either: 1) continue to occupy the poles/innerduct, duct/conduit or ROW pursuant to its existing rights under this Agreement if the poles/innerduct, duct/conduit, or ROW is purchased by another party; 2) purchase the poles/innerduct, duct/conduit or ROW from Qwest at the current market value; or 3) remove its facilities therefrom. Failure to explicitly elect one of the foregoing options within sixty (60) calendar Days shall be deemed an election to purchase the poles/innerduct, duct/conduit or ROW at the current

market value if no other party purchased the poles/innerduct, duct/conduit or ROW within this sixty (60) Day period.

9.4.2.20 Sagebrush's facilities shall be placed and maintained in accordance with the requirements and specifications of the current applicable standards of Telcordia 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. Notwithstanding the foregoing, Sagebrush shall only be held to such standard as Qwest, its Affiliates or any other Telecommunications Carrier is held. Failure to maintain facilities in accordance with the above requirements or failure to correct as provided in Section 9.8.2.13 shall be cause for termination of the Order. Sagebrush shall in a timely manner comply with all requests from Qwest to bring its facilities into compliance with these terms and conditions.

9.4.2.21 Should Qwest under the provisions of this Agreement remove Sagebrush's facilities from the poles/duct/innerduct covered by any Order, Qwest will deliver the facilities removed upon payment by Sagebrush of the cost of removal, storage and delivery, and all other amounts due Qwest. If Sagebrush removes facilities from poles/duct/innerduct for other than repair or maintenance purposes, no replacement on the poles/ duct/innerduct shall be made until all outstanding charges due Qwest for previous occupancy have been paid in full. Sagebrush shall advise Qwest in writing as to the date on which the removal of facilities from the poles/duct/innerduct has been completed.

9.4.2.22 If any facilities are found attached to poles/duct/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 Sagebrush agrees to pay the lesser of (a) the annual fee per pole or per innerduct run between two (2) manholes for the number of years since the most recent inventory, or (b) five times the annual fee per pole per innerduct run between two (2) manholes. In addition, Sagebrush agrees to pay (a) interest on these fees at a rate set for the applicable time period by the Internal Revenue Service for individual underpayments pursuant to Section 6621 of the Internal Revenue Service Code (25 U.S.C. § 6621, Rev. Rul. 2000-30, 2000-25 IRS 1262), and (b) the cost of any audit required to identify unauthorized Sagebrush attachments. Qwest shall waive the unauthorized attachment fee if the following conditions are met: (1) Sagebrush cures such unauthorized attachment (by removing it or submitting a valid Order for attachment in the form of Attachment 2 of Exhibit D, within thirty (30) Days of written notification from Qwest of the unauthorized attachment; and (2) the unauthorized attachment did not require Qwest to take curative measures itself (e.g., pulling additional innerduct) prior to the cure by Sagebrush, (3) Sagebrush reimburses Qwest for cost of audit, or portion thereof, which discovered the unauthorized attachment. Qwest shall also waive the unauthorized attachment fee if the unauthorized attachment arose due to error by Qwest rather than by Sagebrush. Sagebrush is required to submit in writing, within ten (10) business Days after receipt of written notification from Qwest of the unauthorized occupancy, a poles/duct/innerduct application. If such application is not received by Qwest within the specified time period, Sagebrush will be required to remove its unauthorized facility within thirty (30) calendar Days of the final date for submitting the required application, or Qwest may remove Sagebrush's facilities without liability, and the cost of such removal shall be borne by Sagebrush.

9.4.2.23 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 rights or privileges under this Agreement or otherwise. Sagebrush shall be subject to all liabilities of the Agreement in regard to said unauthorized occupancy from its inception.

9.4.2.24 Qwest will provide Sagebrush non-discriminatory access to poles, innerducts, ducts/conduits and ROW pursuant to 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC § 224. In the event of a conflict between this Agreement, on one hand, and 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC § 224, on the other, 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC § 224 shall govern. Further, in the event of a conflict between Exhibit D, on one hand, and this Agreement or 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC § 224, on the other, this Agreement or 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC § 224 shall govern, provided however, that any Access Agreement that has been duly executed, acknowledged and recorded in the real property records for the county in which the ROW is located shall govern in any event pursuant to its terms.

9.4.2.25 Nothing in this Agreement shall require Qwest to exercise eminent domain on behalf of Sagebrush.

9.4.2.26 Upon Sagebrush request, Qwest will certify to a landowner with whom Qwest has an ROW agreement, the following:

9.4.2.26.1 that the ROW agreement with Qwest does not preclude the landowner from entering into a separate ROW agreement with Sagebrush; and

9.4.2.26.2 that there will be no penalty under the agreement between the landowner and Qwest if the landowner enters into a ROW agreement with Sagebrush.

9.4.2.27 For purposes of permitting Sagebrush to determine whether Qwest has ownership or control over duct/conduit or ROW within a specific multi-dwelling unit, if Sagebrush requests a copy of an agreement between Qwest and the owner of a specific multi-dwelling unit that grants Qwest access to the multi-dwelling unit, Qwest will provide the agreement to Sagebrush pursuant to the terms of this Section. Sagebrush will submit a completed Attachment 1.A from Exhibit D that identifies a specific multi-unit dwelling or route for each agreement.

9.4.2.27.1 Upon receipt of a completed Attachment 1.A, Qwest will prepare and return an MDU information matrix, within ten (10) Days, which will identify (a) the owner of the multi-dwelling unit as reflected in Qwest's records, and (b) whether or not Qwest has a copy of an agreement that provides Qwest access to the multi-dwelling unit in its possession. Qwest makes no representations or warranties regarding the accuracy of its records, and Sagebrush acknowledges that the original property owner may not be the current owner of the property.

9.4.2.27.2 Qwest grants a limited waiver of any confidentiality rights it may have with regards to the content of the agreement, subject to the terms and

conditions in Section 9.4.2.27.3 and the Consent to Disclosure form. Qwest will provide to Sagebrush a copy of an agreement listed in the MDU information matrix that has not been publicly recorded pursuant to the following options:

9.4.2.27.2.1 If the agreement Sagebrush requests does not contain a confidentiality provision that prevents Qwest's disclosure, Qwest will provide the agreement to Sagebrush with proprietary financial terms redacted within ten (10) Days of Sagebrush's request for the agreement.

9.4.2.27.2.2 If the agreement Sagebrush requests contains a confidentiality provision that prevents Qwest's disclosure, Sagebrush may request that Qwest attempt to obtain the consent of the property owner to disclosure of the agreement. Sagebrush shall pay Qwest's reasonable costs of obtaining such consent.

9.4.2.27.2.3 In lieu of requesting that Qwest obtain the consent of the property owner to disclosure of the agreement, Sagebrush may elect to obtain authorization for such disclosure from the third party owner(s) of the real property at issue by presenting to Qwest an executed version of the Consent to Disclosure form that is included in Attachment 4 to Exhibit D of this Agreement.

9.4.2.27.2.4 In lieu of submission of the Consent to Disclosure form referenced in Section 9.4.2.27.2.3, Sagebrush may elect to comply with the indemnification requirements in Section 9.4.4.1.3.

9.4.2.27.2.5 In lieu of the options in the preceding subsections of this Section 9.4.2.27.2, Sagebrush may elect to be bound by the terms and conditions of the Form Protective Agreement set forth in Attachment 5 to Exhibit D of this Agreement.

9.4.2.27.3 As a condition of its limited waiver of its right to confidentiality in an agreement that provides Qwest access to a multi-dwelling unit that Qwest provides to Sagebrush or that Sagebrush obtains from the multi-dwelling unit owner or operator, Qwest shall redact all dollar figures from copies of agreements that have not been publicly recorded that Qwest provides to Sagebrush and shall require that the multi-dwelling unit owner or operator make similar redaction's prior to disclosure of the agreement.

9.4.2.27.4 In all instances, Sagebrush will use agreements only for the following purposes: (a) to determine whether Qwest has ownership or control over duct, conduits, or rights-of-way within the property described in the agreement and the scope of such ownership or control; (b) to determine the ownership of wire within the property described in the agreement; (c) to determine the demarcation point between Qwest facilities and the Owner's facilities in the property described in the agreement; (d) to determine the legal description of any property interest of a third-party owner, including any metes and bounds of the property; (e) to determine the term of the agreement; and (f) to determine the parties to the agreement. Sagebrush further agrees that Sagebrush shall not disclose the contents, terms, or conditions of any agreement provided pursuant to Section 9.4 to any Sagebrush agents or employees

engaged in sales, marketing, or product management efforts on behalf of Sagebrush.

9.4.2.27.5 After January 17, 2002, Qwest will not enter into new agreements with third party property owners for the provision of Telecommunications services that preclude Qwest from disclosing to WSPs the scope of access to duct, conduit or rights-of-way that Qwest has been granted by the property owner. Nothing in this Agreement will preclude Qwest or the property owner from providing for the confidential treatment and nondisclosure of proprietary financial and marketing information in any such agreement.

9.4.3 Rate Elements

Qwest fees for attachments are in accordance with Section 224 of the Act and FCC orders, rules and regulations promulgated thereunder, as well as the rates established by the Commission including the following rates, are reflected in Exhibit A.

9.4.3.1 Inquiry Fee. A non-refundable pre-paid charge used to recover the costs associated with performing an internal record review to determine if a requested route and/or facility is available, or with respect to ROW, to determine the information necessary to create the ROW matrix, which identifies, for each ROW, the name of the original grantor and the nature of the ROW (i.e., publicly recorded and non-recorded) and the MDU matrix, which identifies each requested legal agreement between Qwest and a third party who has a multi-unit building in Qwest's possession that relates to Telecommunications Services provided to or through real property owned by the third party (MDU Agreement) and, for each such MDU Agreement, the name of the third party. Inquiry Fees also include Qwest's reasonable costs of obtaining property owner consent to disclosure of non-recorded agreements with confidentiality provisions as set forth in Section 9.4.2.27.2.1. Separate Inquiry Fees apply for ROW, poles and duct/conduit /innerduct.

9.4.3.2 Field Verification Fee/Access Agreement Preparation Fee. In the case of poles and duct/innerduct, the Field Verification Fee is a non-refundable pre-paid charge which recovers the estimated actual costs for a field survey verification required for a route and to determine scope of any required Make-Ready work. Separate Field Verification Fees apply for poles and Manholes. In the case of ROW, the Access Agreement Preparation Fee is a non-refundable, pre-paid charge which recovers the estimated actual costs for preparation of the Access Agreement for each ROW requested by the Sagebrush. Field Verification and Access Agreement Preparation Fees shall be billed in advance.

9.4.3.3 Make-Ready Fee. A pre-paid non-refundable (other than true-up) charge which recovers the cost of necessary work required to make the requested facility/ROW available for access. For innerduct, 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. For ROW, this Make-Ready could include, but is not limited to, personnel time, including attorney time. With respect to ROW, Make-Ready work refers to legal or other investigation or analysis arising out of Sagebrush's failure to comply with the process described in Exhibit D for ROW, or other circumstances giving rise to such work beyond the simple preparation of one or more

Access Agreements. The estimated pre-paid fee shall be billed in advance.

9.4.3.4 Pole Attachment Fee. A pre-paid fee which is charged for the occupancy, including during any Make-Ready period, of one foot of pole space (except for antenna attachment which requires two (2) feet). This fee shall be annual unless Sagebrush requests that it be semi-annual.

9.4.3.5 Innerduct Occupancy Fee. A pre-paid fee which is charged for the occupancy, including during any Make-Ready period, of an innerduct on a per foot basis. This fee shall be annual unless Sagebrush requests that it be semi-annual.

9.4.3.6 Access Agreement Consideration. A pre-paid fee which constitutes consideration for conveying access to the ROW to Sagebrush. This fee shall be a one-time (i.e. nonrecurring) fee.

9.4.4 Ordering

There are two (2) steps required before placing an order for access to ROW, duct/innerduct and pole attachment: Inquiry Review and Field Verification.

9.4.4.1 Inquiry Reviews. Upon receipt of an inquiry regarding ROW access, pole attachment or duct/innerduct occupancy, Qwest will provide Sagebrush with Exhibit D. Sagebrush will review the documents and provide Qwest with maps of the desired area indicating the routes and entrance points for proposed attachment, proposed occupancy or proposed Sagebrush construction on Qwest owned or controlled poles, duct/innerduct and ROW as well as the street addresses of any multi-unit buildings upon or through which Sagebrush proposes construction on ROW owned or controlled by Qwest. Sagebrush will include the appropriate Inquiry Fee with a completed Attachment 1.A from Exhibit D.

9.4.4.1.1 Inquiry Review – Duct/Conduit/Innerduct. Qwest will complete the database inquiry and prepare a duct/conduit structure diagram (referred to as a “Flatline”) which shows distances and access points (such as manholes). Along with the Flatline will be estimated costs for field verification of available facilities. These materials will be provided to the Sagebrush within ten (10) calendar Days or within the time frames of the applicable federal or state law, rule or regulation.

9.4.4.1.2 Inquiry Review – Poles. Qwest will provide the name and contact number for the appropriate local field engineer for joint validation of the poles and route and estimated costs for field verification on Attachment 1.B of Exhibit D within ten (10) calendar Days of the request.

9.4.4.1.3 Inquiry Review – ROW. Qwest shall, upon request of Sagebrush, provide the ROW matrix, the MDU matrix and a copy of all publicly recorded agreements listed in those matrices to Sagebrush within ten (10) Days of the request. Qwest will provide to Sagebrush a copy of agreements listed in the matrices that have not been publicly recorded in Exhibit D, Attachment pursuant to the terms in Section 9.4.2.27.2. Qwest may redact all dollar figures from copies of agreements listed in the matrices that have not been publicly recorded that Qwest provides to Sagebrush. Any dispute over whether terms have been redacted appropriately shall be resolved pursuant to the dispute resolution

procedures set forth in this Agreement. Qwest makes no warranties concerning the accuracy of the information provided to Sagebrush; Sagebrush expressly acknowledges that Qwest's files contain only the original ROW instruments, and that the current owner(s) of the fee estate may not be the party identified in the document provided by Qwest.

9.4.4.2 Field Verification – Poles Duct/Innerduct and Access Agreement Preparation (ROW). Will review the inquiry results and determine whether to proceed with field verification for poles/ducts or Access Agreement preparation for ROW. If field verification or Access Agreement preparation is desired, Sagebrush will sign and return Attachment 1.B of Exhibit D along with a check for the relevant verification fee (Field Verification Fee or Access Agreement Preparation Fee) plus \$10.00 per Access Agreement as consideration for the Access Agreement. Upon payment of the relevant fee and Access Agreement consideration, if applicable, Qwest will provide, as applicable: depending on whether the request is for poles, duct/innerduct or ROW: (a) in the case of innerduct/duct/conduit, a field survey and site investigation of the innerduct/duct/conduit, including the preparation of distances and drawings, to determine availability of existing innerduct/duct/conduit; identification of Make-Ready costs required to provide space; the schedule in which the Make-Ready work will be completed; and, the annual recurring prices associated with the attachment of facilities; (b) in the case of ROW, the completed Access Agreement(s), executed and acknowledged by Qwest. Upon completion of the Access Agreement(s) by Sagebrush, in accordance with the instructions, terms and conditions set forth in Exhibit D, the Access Agreement becomes effective to convey the interest identified in the Access Agreement (if any). Any dispute regarding whether a legal agreement conveys a ROW shall be resolved between Sagebrush and the relevant third party or parties, and such disputes shall not involve Qwest; and/or (c) In the case of poles, estimates of Make-Ready costs and the annual recurring prices associated with the attachment of facilities shall be as provided in Exhibit A. The verification of (a), (b), and (c), above, shall be completed by Qwest not later than forty-five (45) calendar Days after Sagebrush's submission of the inquiry request. Make-ready time, if any, and Sagebrush review time is not part of the forty-five (45) Day interval. The Attachment 2 quotation shall be valid for ninety (90) calendar Days.

9.4.4.2.1 Sagebrush-Performed Field Verification. At the option of Sagebrush, it may perform its own field verification (in lieu of Qwest performing same) with the following stipulations: 1) Verifications will be conducted by a Qwest approved contractor; 2) A Qwest contractor will monitor the activity of Sagebrush contractor and a current labor rate will be charged to Sagebrush; 3) Sagebrush will provide Qwest with a legible copy of manhole butterfly drawings that reflect necessary Make-Ready effort; and 4) Qwest will use the Sagebrush-provided butterfly drawings and documentation to check against existing jobs and provide a final field report of available duct/innerduct. Sagebrush will be charged standard rates for Tactical Planner time.

9.4.4.3 Order – Poles and Duct/Innerduct. The review, signing and return of Attachment 2 of the General Information Document along with payment of the Make-Ready and prorated recurring access charges for the current relevant period (annual or semi-annual) shall be accepted as an Order for the attachment or occupancy. Upon receipt of the accepted Order from Sagebrush and applicable payment for the fees identified, Qwest will assign the requested space and commence any Make-Ready work

which may be required. Qwest will notify Sagebrush when poles/duct/innerduct are ready.

9.4.4.4 Make-Ready - Estimates of Make-Ready are used to cover actual Make-Ready costs.

9.4.4.4.1 If Qwest requests, Sagebrush will be responsible for payment of the actual Make-Ready costs determined if such costs exceed the estimate. Such payment shall be made within thirty (30) Days of receipt of an invoice for the costs that exceed the estimate.

9.4.4.4.2 Within fifteen (15) business Days of a request, Qwest will provide Sagebrush copies of records reflecting actual cost of Make-Ready work; provided, however, that, if Qwest does not possess all such records at the time of the request, then Qwest will provide copies of such records within fifteen (15) business Days of receipt of such records. Sagebrush must request such records, if at all, within sixty (60) calendar Days after written notification of the completion of the Make-Ready work.

9.4.4.4.3 If the actual Make-Ready costs are less than the estimate, an appropriate credit for the difference will be issued upon request. Such request must be received within sixty (60) calendar Days following Sagebrush's receipt of copies of records if Sagebrush has requested records under this paragraph, or within sixty (60) calendar Days after written notification of the completion of Make-Ready work if Sagebrush has not requested records under this paragraph. Such credit will issue within ten (10) business Days of Qwest's receipt of either all records related to such actual costs or Sagebrush's request for credit, whichever comes last, but in no event later than ninety (90) calendar Days following the request for credit.

9.4.4.4.4 If Sagebrush cancels or if, due to circumstances unforeseen during inquiry/verification, Qwest denies the request for poles, ducts or ROW, upon Sagebrush request, Qwest will also refund the difference between the actual Make-Ready costs incurred and those prepaid by Sagebrush, if any. Such request must be made within thirty (30) calendar Days of Sagebrush's receipt of written denial or notification of cancellation. Any such refund shall be made within ten (10) business Days of either receipt of Sagebrush's request or Qwest's receipt of all records relating to the actual costs, whichever comes last, but in no event later than ninety (90) calendar Days following the denial.

9.4.5 Billing

9.4.5.1 Sagebrush agrees to pay the following fees in advance as specified in Attachments 1.A, 1.B, and 2 of Exhibit D: Inquiry Fee, Field Verification Fee, Access Agreement Preparation Fee, Make-Ready Fee, Pole Attachment Fee, Duct/Innerduct Occupancy Fee and Access Agreement Consideration. Make-Ready Fees will be computed in compliance with applicable local, state and federal guidelines. Usage fees for poles/duct/innerduct (i.e., Pole Attachment Fee and Duct/Innerduct Occupancy Fee) will be assessed on an annual basis (unless Sagebrush requests a semi-annual basis). Annual usage fees for poles/duct/innerduct will be assessed as of January 1 of each year. Semi-annual usage fees for poles/duct/innerduct will be assessed as of January 1

and July 1 of each year. All fees shall be paid within thirty (30) Days following receipt of invoices . All fees are not refundable except as expressly provided herein.

9.4.6 Maintenance and Repair

9.4.6.1 In the event of any service outage affecting both Qwest and Sagebrush, repairs shall be effectuated on a non-discriminatory basis as established by local, state or federal requirements. Where such requirements do not exist, repairs shall be made in the following order: electrical, telephone (EAS/Local), telephone (long distance), and cable television, or as mutually agreed to by the users of the affected poles/duct/innerduct.

9.5 Construction Charges

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

SECTION 10.0 - NETWORK SECURITY

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

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

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

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

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

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

10.7 Qwest and Sagebrush shall ensure adherence by their employees, agents and vendors to all applicable 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.

10.8 Revenue Protection. Qwest shall make available to Sagebrush all present and future fraud prevention or revenue protection features. These features include, but are not limited to, screening codes, information digits '29' and '70' which indicate prison and COCOT pay phone originating line types respectively; call blocking of domestic, international, 800, 888, 900, NPA-976, 700 and 500 numbers. 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.

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

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

10.8.2 To the extent that incremental costs are directly attributable to a revenue protection capability requested by Sagebrush, those costs will be borne by Sagebrush.

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

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

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

10.10 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 Sagebrush, for any lines served from Qwest Wire Centers or cross boxes.

SECTION 11.0 - ACCESS TO OPERATIONAL SUPPORT SYSTEMS (OSS)

11.1 Description

11.1.1 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 Sagebrush'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.

11.2 OSS Support for Pre-Ordering, Ordering and Provisioning

11.2.1 ASR (Access Service Request) Ordering Process

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

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

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

11.2.2 Functions

11.2.2.1 Access Service Request (ASR)

11.2.2.1.1 The ASR transaction allows Sagebrush to submit an order.

11.2.2.2 Firm Order Confirmation (FOC)

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

11.2.3 Facility Based EDI Listing Process

11.2.3.1 The Facility Based EDI Listing Process is a single interface from Sagebrush to Qwest. This interface is compliant with OBF ASOG and ANSI ASC X.12 standards, version 4010. This interface enables Sagebrush 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 Sagebrush via an EDI 855 transaction.

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

11.3 Hours of Operation

11.3.1 Qwest Operational Support Systems will be available to Sagebrush` 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.

11.4 Billing

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

11.5 Outputs

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

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

11.5.2 Files and Records

11.5.2.1 Category 11 Records: These Exchange Message Records (EMR) provides mechanized record formats that can be used to exchange access usage information between Qwest and Sagebrush. 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.

11.5.2.2 Category 11-XX-XX series records are used to exchange detailed access usage information.

11.5.2.3 Category 11-XX-XX series records are used to exchange summarized access minutes-of-use and 8XX database queries.

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

- a) NDM (Dedicated Circuit or dial-up)

b) Internet WEB

11.5.2.5 A charge will apply for Category 11-XX-XX records sent by Qwest to Sagebrush in an EMI mechanized format. These records are used to provide information necessary for Sagebrush 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 Exhibit A of this Agreement.

11.6 Modifications to OSS Interfaces

11.6.1 Sagebrush 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.

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

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

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

11.7 Sagebrush Responsibilities for Implementation of OSS Interfaces

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

11.8 Wholesale Services (WS) Systems Help Desk

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

11.8.1.1 Connectivity

11.8.1.1.2 Connectivity covers trouble with Sagebrush'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.

11.8.1.2 File Outputs

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

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

11.8.1.4 Hours of Operation

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

11.9 ACCESS TO OSS FOR Wireline to Wireless LNP

11.9.1 Description

11.9.1.1 Qwest has developed and shall continue to provide Operational Support System (OSS) interfaces using electronic gateways and manual processes for Wireline to Wireless LNP. These gateways act as a mediation or control point between Sagebrush's and Qwest's OSS. These gateways provide security for the interfaces, protecting the integrity of the Qwest OSS and databases. Qwest's OSS interfaces have been developed to support Pre-ordering, Ordering and Provisioning of LNP. This section describes the interfaces and manual processes that Qwest has developed and shall provide to Sagebrush. Additional technical information and details shall be provided by Qwest in training sessions and documentation and support, such as the "Interconnect Mediated Access User's Guide." Qwest will continue to make improvements to the electronic interfaces as technology evolves, Qwest's legacy systems improve, or Sagebrush needs require. Qwest shall provide notification to Sagebrush consistent with the general notifications process.

11.9.1.2 Through its electronic gateways and manual processes, Qwest shall provide Sagebrush non-discriminatory access to Qwest OSS for Pre Ordering, Ordering and Provisioning. Qwest shall provide Sagebrush access to Qwest's OSS sufficient to allow an efficient competitor a meaningful opportunity to compete. Qwest will comply with the standards for access to OSS set forth in Section 11. Qwest shall deploy the necessary systems and personnel to provide sufficient access to each of the necessary OSS functions. Qwest shall provide assistance for Sagebrush to understand how to implement and use all of the available OSS functions. Qwest shall provide Sagebrush sufficient electronic and manual interfaces to allow Sagebrush equivalent access to all of the necessary OSS functions. Through its website, training, disclosure documentation and development assistance, Qwest shall disclose to Sagebrush any internal business rules and other formatting information necessary to ensure that Sagebrush requests and orders are processed efficiently. Qwest shall provide training to enable Sagebrush to devise its own course work for its own employees. Through its documentation available

to Sagebrush, Qwest will identify how its interface differs from national guidelines or standards. Qwest shall provide OSS designed to accommodate both current demand and reasonably foreseeable demand.

11.9.2 OSS Support for Pre-Ordering, Ordering and Provisioning of Wireline to Wireless LNP

11.9.2.1 Local Service Request (LSR) Ordering Process

11.9.2.1.1 Qwest shall provide electronic interface gateways for submission of LSRs, including both an Electronic Data Interchange (EDI) interface and a Graphical User Interface (GUI).

11.9.2.1.2 The interface guidelines for EDI are based upon the Order & Billing Forum (OBF) Local Service Order Guidelines (LSOG), the Telecommunication Industry Forum (TCIF) Customer Service Guidelines; and the American National Standards Institute/Accredited Standards Committee (ANSI ASC) X12 protocols. Exceptions to the above guidelines/standards shall be specified in the EDI disclosure documents.

11.9.2.1.3 The GUI shall provide a single interface for Pre-Order and Order transactions from Sagebrush to Qwest and is browser based. The GUI interface shall be based on the LSOG and utilizes a WEB standard technology, Hyper Text Markup Language (HTML), JAVA and the Transmission Control Protocol/Internet Protocol (TCP/IP) to transmit messages.

11.9.2.1.4 Functions Pre Ordering - Qwest will provide real time, electronic access to pre-order functions to support Sagebrush's ordering via the electronic interfaces described herein. Qwest will make the following real time pre-order functions available to Sagebrush:

11.9.2.1.4.1 Access to Customer Service Records (CSRs) for Qwest retail or resale End User Customers. The information will include Billing name, service address, Billing address, service and feature subscription, Directory Listing information, and long distance Carrier identity;

11.9.2.1.5 Dial-Up Capabilities

11.9.2.1.5.1 Reserved for Future Use.

11.9.2.1.5.2 Reserved for Future Use.

11.9.2.1.5.3 When Sagebrush requests from Qwest more than fifty (50) SecurIDs for use by Sagebrush Customer service representatives at a single Sagebrush location, Sagebrush shall use a T1 line instead of dial-up access at that location. If Sagebrush is obtaining the line from Qwest, then Sagebrush shall be able to use SECURIDs until such time as Qwest provisions the T1 line and the line permits pre-order and order information to be exchanged between Qwest and Sagebrush.

11.9.2.1.8 Qwest will establish interface contingency plans and disaster recovery plans for the interfaces described in this Section. Sagebrush specific

requests for modifications to such plans will be negotiated and mutually agreed upon between Qwest and Sagebrush.

11.9.2.1.9 Ordering and Provisioning - Qwest will provide access to ordering and status functions. Sagebrush will populate the service request to identify what features, services, or elements it wishes Qwest to provision in accordance with Qwest's published business rules.

11.9.2.1.9.1 Qwest shall provide all Provisioning services to Sagebrush during the same business hours that Qwest provisions services for its End User Customers. Qwest will provide out-of-hours Provisioning services to Sagebrush on a non-discriminatory basis as it provides such Provisioning services to itself, its End User Customers, its Affiliates or any other Party. Qwest shall disclose the business rules regarding out-of-hours Provisioning on its wholesale website.

11.9.2.1.9.2 When Sagebrush places an electronic order, Qwest will provide Sagebrush with an electronic Firm Order Confirmation notice (FOC). The FOC will follow industry-standard formats and contain the Qwest Due Date for order completion.

11.9.2.1.9.3 When Sagebrush places a manual order, Qwest will provide Sagebrush with a manual Firm Order Confirmation notice. The confirmation notice will follow industry-standard formats

11.9.2.1.9.4 When Sagebrush places an electronic order, Qwest shall provide notification electronically of any instances when (1) Qwest's Committed Due Dates are in jeopardy of not being met by Qwest on any service or (2) an order is rejected.

11.9.2.1.9.5 When Sagebrush places a manual order, Qwest shall provide notification of any instances when (1) Qwest's Committed Due Dates are in jeopardy of not being met by Qwest on any service or (2) an order is rejected.

11.9.2.3 Reserved for Future Use

11.9.2.4 Reserved for Future Use

11.9.2.5 Reserved for Future Use

11.9.2.6 Notification of Changes or Information for Wireline to Wireless LNP

11.9.2.6.1 Sagebrush can subscribe to and Qwest will provide notices related to changes in Qwest OSS process regarding Wireline to Wireless LNP.

11.9.2.7 Sagebrush Responsibilities for Implementation of OSS Interfaces

11.9.2.7.1 Before Sagebrush implementation can begin, Sagebrush must completely and accurately answer the Customer Questionnaire.

11.9.2.7.2 Once Qwest receives a complete and accurate Customer Questionnaire, Qwest and Sagebrush will mutually agree upon time frames for implementation of connectivity between Sagebrush and the OSS interfaces.

11.9.2.8 Qwest Responsibilities for On-going Support for OSS Interfaces

Qwest will support previous EDI releases for six (6) months after the next subsequent EDI release has been deployed. Qwest will use all reasonable efforts to provide sufficient support to ensure that issues that arise in migrating to the new release are handled in a timely manner.

11.9.2.8.1 Qwest will provide written notice to Sagebrush of the need to migrate to a new release.

11.9.2.8.2 Qwest will provide an EDI Implementation Coordinator to work with Sagebrush for business scenario re-certification, migration and data conversion strategy definition.

11.9.2.8.3 Re-certification is the process by which Sagebrush demonstrates the ability to generate correct functional transactions for enhancements not previously certified. Qwest will provide the suite of tests for re-certification to Sagebrush with the issuance of the disclosure document.

11.9.2.8.4 Qwest shall provide training mechanisms for Sagebrush to pursue in educating its internal personnel. Qwest shall provide training necessary for Sagebrush to use Qwest's OSS interfaces and to understand Qwest's documentation, including Qwest's business rules.

11.9.2.9 Sagebrush Responsibilities for On-going Support for OSS Interfaces

11.9.2.9.1 If using the GUI interface, Sagebrush will take reasonable efforts to train Sagebrush personnel on the GUI functions that Sagebrush will be using.

11.9.2.9.2 An exchange protocol will be used to transport EDI formatted content. Sagebrush must perform certification testing of exchange protocol prior to using the EDI interface.

11.9.2.9.3 Qwest will provide Sagebrush with access to a stable testing environment that mirrors production to certify that its OSS will be capable of interacting smoothly and efficiently with Qwest's OSS. Qwest has established the following test processes to assure the implementation of a solid interface between Qwest and Sagebrush:

11.9.2.9.3.1 Connectivity Testing – Sagebrush and Qwest will conduct connectivity testing. This test will establish the ability of the trading partners to send and receive EDI messages effectively. This test verifies the communications between the trading partners. Connectivity is established during each phase of the implementation cycle. This test is also conducted prior to controlled production and before going live in the production environment if Sagebrush or Qwest has implemented environment changes when moving into production.

11.9.2.9.3.2 Stand-Alone Testing Environment ("SATE") – Qwest's stand-alone testing environment will take pre-order and order requests, pass them to the stand-alone database, and return responses to Sagebrush during its development and implementation of EDI. The SATE provides Sagebrush the opportunity to validate its technical development efforts built via Qwest documentation without the need to schedule test times. This testing verifies Sagebrush's ability to send correctly formatted EDI transactions through the EDI system edits successfully for both new and existing releases. SATE uses test account data supplied by Qwest. Qwest will make additions to the test beds and test accounts as it introduces new OSS electronic interface capabilities, including support of new products and services, new interface features, and functionalities. All SATE pre-order queries and orders are subjected to the same edits as production pre-order and order transactions. This testing phase is optional.

11.9.2.9.3.3 Interoperability Testing – Sagebrush has the option of participating with Qwest in Interoperability testing to provide Sagebrush with the opportunity to validate technical development efforts and to quantify processing results. Interoperability testing verifies Sagebrush's ability to send correct EDI transactions through the EDI system edits successfully. Interoperability testing requires the use of valid data in Qwest production systems. All Interoperability pre-order queries and order transactions are subjected to the same edits as production orders. This testing phase is optional when Sagebrush has conducted Stand-Alone Testing successfully. Qwest shall process pre-order transactions in Qwest's production OSS and order transactions through the business processing layer of the EDI interfaces.

11.9.2.9.3.4 Controlled Production – Qwest and Sagebrush will perform controlled production. The controlled production process is designed to validate the ability of Sagebrush to transmit EDI data that completely meets X12 standards definitions and complies with all Qwest business rules. Controlled production consists of the controlled submission of actual Sagebrush production requests to the Qwest production environment. Qwest treats these pre-order queries and orders as production pre-order and order transactions. Qwest and Sagebrush use controlled production results to determine operational readiness. Controlled production requires the use of valid account and order data. All certification orders are considered to be live orders and will be provisioned.

11.9.2.9.3.5 If Sagebrush is using EDI, Qwest shall provide Sagebrush with a pre-allotted amount of time to complete certification of its business scenarios. Qwest will allow Sagebrush a reasonably sufficient amount of time during the day and a reasonably sufficient number of days during the week to complete certification of its business scenarios consistent with the Sagebrush's business plan. It is the sole responsibility of Sagebrush to schedule an appointment with Qwest for certification of its business scenarios. Sagebrush must make every effort to comply with the agreed

upon dates and times scheduled for the certification of its business scenarios. If the certification of business scenarios is delayed due to Sagebrush, it is the sole responsibility of Sagebrush to schedule new appointments for certification of its business scenarios. Qwest will make reasonable efforts to accommodate Sagebrush schedule. Conflicts in the schedule could result in certification being delayed. If a delay is due to Qwest, Qwest will honor Sagebrush's schedule through the use of alternative hours.

11.9.2.9.4 If Sagebrush is using the EDI interface, Sagebrush must work with Qwest to certify the business scenarios that Sagebrush will be using in order to ensure successful transaction processing. Qwest and Sagebrush shall mutually agree to the business scenarios for which Sagebrush requires certification. Certification will be granted for the specified release of the EDI interface. If Sagebrush is certifying multiple products or services, Sagebrush has the option of certifying those products or services serially or in parallel where Technically Feasible.

11.9.2.9.4.1 For a new software release or upgrade, Qwest will provide Sagebrush a stable testing environment that mirrors the production environment in order for Sagebrush to test the new release. For software releases and upgrades, Qwest has implemented the testing processes set forth in this Section.

11.9.2.9.5 New releases of the EDI interface may require re-certification of some or all business scenarios. A determination as to the need for re-certification will be made by the Qwest coordinator in conjunction with the release manager of each IMA EDI release. Notice of the need for re-certification will be provided to Sagebrush as the new release is implemented. The suite of re-certification test scenarios will be provided to Sagebrush with the disclosure document. If Sagebrush is certifying multiple products or services, Sagebrush has the option of certifying those products or services serially or in parallel, where Technically Feasible.

11.9.2.9.6 Sagebrush will contact the Qwest EDI Implementation Coordinator to initiate the migration process. Sagebrush may not need to certify to every new EDI release, however, Sagebrush must complete the re-certification and migration to the new EDI release within six (6) months of the deployment of the new release. Sagebrush will use reasonable efforts to provide sufficient support and personnel to ensure that issues that arise in migrating to the new release are handled in a timely manner.

11.9.2.9.6.1 The following rules apply to initial development and certification of EDI interface versions and migration to subsequent EDI interface versions:

11.9.2.9.6.1.1 Stand Alone and/or Interoperability testing must begin on the prior release before the next release is implemented. Otherwise, Sagebrush will be required to move its implementation plan to the next release.

11.9.2.9.6.1.2 New EDI users must be certified and in production with at least one product and one order activity type on a prior release two (2) months after the implementation of the next release. Otherwise, Sagebrush will be required to move its implementation plan to the next release.

11.9.2.9.6.1.3 Any EDI user that has been placed into production on the prior release not later than two (2) months after the next release implementation may continue certifying additional products and activities until two (2) months prior to the retirement of the release. To be placed into production, the products/order activities must have been tested in the SATE or Interoperability environment before two (2) months after the implementation of the next release.

11.9.2.9.7 Sagebrush will be expected to execute the re-certification test cases in the stand alone and/or Interoperability test environments. Sagebrush will provide Purchase Order Numbers (PONs) of the successful test cases to Qwest.

11.9.2.9.8 In addition to the testing set forth in other sections of Section 11.9.2.9, upon request by Sagebrush, Qwest shall enter into negotiations for comprehensive production test procedures. In the event that agreement is not reached, Sagebrush shall be entitled to employ, at its choice, the Dispute Resolution procedures of this Agreement or expedited resolution through request to the state Commission to resolve any differences. In such cases, Sagebrush shall be entitled to testing that is reasonably necessary to accommodate identified business plans or operations needs, accounting for any other testing relevant to those plans or needs. As part of the resolution of such dispute, there shall be considered the issue of assigning responsibility for the costs of such testing. Absent a finding that the test scope and activities address issues of common interest to the Sagebrush community, the costs shall be assigned to the Sagebrush requesting the test procedures.

11.9.2.9.9 Reserved for Future Use.

11.9.2.10 Support

11.9.2.10.1 Qwest shall provide documentation and assistance for Sagebrush to understand how to implement and use all of the available OSS functions. Qwest shall provide to Sagebrush in writing any internal business rules and other formatting information necessary to ensure that Sagebrush's requests and orders are processed efficiently. This assistance will include, but is not limited to, contacts to the Sagebrush account team, training, documentation, and Sagebrush Help Desk. Qwest will also supply Sagebrush with an escalation level contact list in the event issues are not resolved via contacts to the Sagebrush account team, training, documentation and Sagebrush Help Desk.

11.9.2.10.2 Help Desk

11.9.2.10.2.1 The Systems Help Desk will provide a single point of entry for Sagebrush to gain assistance in areas involving connectivity, system availability, and file outputs. The Systems Help Desk areas are further described below.

11.9.2.10.2.1.1 Connectivity covers trouble with Sagebrush's access to the Qwest system for hardware configuration requirements with relevance to EDI and GUI interfaces; software configuration requirements with relevance to EDI and GUI interfaces; modem configuration requirements, T1 configuration and dial-in string requirements, firewall access configuration, SecurID configuration, Profile Setup, and password verification.

11.9.2.10.2.1.2 System Availability covers system errors generated during an attempt by Sagebrush to place orders or open trouble reports through EDI and GUI interfaces. These system errors are limited to: Resale/POTS; UNE POTS; Design Services and Repair.

11.9.2.10.3 Additional assistance to Sagebrush is available through various public web sites. These web sites provide electronic interface training information and user documentation and technical specifications and are located on Qwest's wholesale web site. Qwest will provide Interconnect Service Center Help Desks which will provide a single point of contact for Sagebrush to gain assistance in areas involving order submission and manual processes.

11.10 Compensation/Cost Recovery

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

SECTION 12.0 – MAINTENANCE AND REPAIR

12.1 Service Levels

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

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

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

12.2 Service Interruptions

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

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

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

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

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

the trouble to the other's facilities.

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

12.2.5.2 The Parties shall cooperate in isolating trouble conditions.

12.3 Trouble Isolation

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

12.3.2 A Maintenance of Service charge shall apply if the trouble is not in Qwest's facilities, including Qwest's facilities leased by Sagebrush. Maintenance of Service charges are set forth in Exhibit A. When trouble is found on Qwest's side of the Point of Interface during the investigation of the initial or repeat trouble report for the same line or circuit within thirty (30) Days, Maintenance of Service charges shall not apply again.

12.4 Work Center Interfaces

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

12.5 Misdirected Repair Calls

12.5.1 Sagebrush and Qwest will employ the following procedures for handling misdirected repair calls:

12.5.1.1 Sagebrush and Qwest will provide their respective End User Customers with the correct telephone numbers to call for access to their respective repair bureaus.

12.5.1.2 End User Customers of Sagebrush shall be instructed to report all cases of trouble to Sagebrush. End User Customers of Qwest shall be instructed to report all cases of trouble to Qwest.

12.5.1.3 To the extent the correct provider can be determined, misdirected repair calls will be referred to the proper provider of Basic Exchange Telecommunications Service.

12.5.1.4 Sagebrush and Qwest will provide their respective repair contact numbers to one another on a reciprocal basis.

12.5.1.5 In responding to repair calls, neither Party shall make disparaging remarks about each other, nor shall they use these repair calls as the basis for internal

referrals or to solicit End User Customers to market services. Either Qwest or Sagebrush may respond with accurate information in answering End User Customer questions.

12.6 Major Outages/Restoral/Notification

12.6.1 Qwest will notify Sagebrush of major network outages in substantially the same time and manner as it provides itself, its End User Customers, its Affiliates, or any other party. This notification will be via e-mail to Sagebrush'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 schedule as is provided internally within Qwest. The email notification schedule shall consist of initial reports of abnormal condition and estimated restoration time/date, abnormal condition updates, and final disposition. Service restoration will be non-discriminatory, and will be accomplished as quickly as possible according to Qwest and/or industry standards.

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

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

12.7 Protective Maintenance

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

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

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

12.8 Hours of Coverage

12.8.1 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.

12.9 Escalations

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

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

12.10 Dispatch

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

12.10.2 Upon the receipt of a trouble report from Sagebrush, Qwest will follow internal and industry standards to resolve the repair condition. Qwest will dispatch repair personnel on occasion to repair the 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 Sagebrush require a dispatch when Qwest believes the dispatch is not necessary, appropriate charges will be billed by Qwest to Sagebrush for those dispatch-related costs in accordance with Exhibit A Maintenance of Service charges if Qwest can demonstrate that the dispatch was in fact unnecessary to the clearance of trouble or the trouble is identified to be caused by Sagebrush facilities or equipment.

12.11 Electronic Reporting

12.11.1 Sagebrush may submit Trouble Reports through the Electronic Bonding or GUI interfaces provided by Qwest.

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

12.12 Intervals/Parity

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

12.13 Jeopardy Management

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

12.14 Trouble Screening

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

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

12.15 Maintenance Standards

12.15.1 Qwest will cooperate with Sagebrush to meet the maintenance standards outlined in this Agreement.

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

12.16 End User Customer Interfaces

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

12.17 Single Point of Contact

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

12.18 Network Information

12.18.1 Qwest maintains an information database, available to Sagebrush for the purpose of allowing Sagebrush to obtain information about Qwest's NPAs, LATAs, Access Tandems and Central Offices.

12.18.2 This database is known as the ICONN database, available to Sagebrush via Qwest's Web site.

12.18.3 NXX Activity Reports are included in this database.

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

12.19 Maintenance Windows

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

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

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

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

SECTION 13.0 - ACCESS TO TELEPHONE NUMBERS

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

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

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

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

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

SECTION 14.0 - LOCAL DIALING PARITY

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

SECTION 15.0 – QWEST DEX

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

SECTION 16.0 - BONA FIDE REQUEST PROCESS

16.1 Any request for Interconnection or access to an Unbundled Network Element or Ancillary service that is not already available as described in other sections of this Agreement, including but not limited to Exhibit F or any other Interconnection Agreement, Tariff or otherwise defined by Qwest as a product or service 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, access to UNEs or Ancillary services and the technical feasibility of new/different points of Interconnection. Qwest will administer the BFR Process in a non-discriminatory manner.

16.2 A BFR shall be submitted in writing and on the appropriate Qwest form for BFRs. Sagebrush and Qwest may work together to prepare the BFR form and either Party may request that such coordination be handled on an expedited basis. This form shall be accompanied by the non-refundable Processing Fee specified in Exhibit A of this Agreement. Qwest will refund on-half of the Processing Fee if the BFR is cancelled within ten (10) business Days of the receipt of the BFR form. The form will request, and Sagebrush will need to provide, the following information, and may also provide any additional information that may be reasonably necessary in describing and analyzing Sagebrush's request:

16.2.1 a technical description of each requested Network Element or new/different points of Interconnection or Ancillary services;

16.2.2 the desired interface specification;

16.2.3 each requested type of Interconnection or access;

16.2.4 a statement that the Interconnection or Network Element or Ancillary service will be used to provide a Telecommunications Service;

16.2.5 the quantity requested;

16.2.6 the specific location requested;

16.3 Within two (2) business Days of its receipt, Qwest shall acknowledge receipt of the BFR and in such acknowledgment advise Sagebrush of missing information, if any, necessary to process the BFR. Thereafter, Qwest shall promptly advise Sagebrush of the need for any additional information required to complete the analysis of the BFR. If requested, either orally or in writing, Qwest will provide weekly updates on the status of the BFR.

16.4 Within twenty-one (21) calendar Days of its receipt of the BFR and all information necessary to process it, Qwest shall provide to Sagebrush an 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 of the Act or state law.

16.5 If Qwest determines during the twenty-one (21) Day period that a BFR does not qualify as an Unbundled Network Element or Interconnection or Ancillary service that is required to be provided under the Act or state law, Qwest shall advise Sagebrush as soon as reasonably possible of that fact, and Qwest shall promptly, but in no case later than the twenty-one Day period, provide a written report setting forth the basis for its conclusion.

16.6 If Qwest determines during such twenty-one (21) Day period that the BFR qualifies under the Act or state law, it shall notify Sagebrush in writing of such determination within ten (10) calendar Days, but in no case later than the end of such twenty-one (21) Day period.

16.7 As soon as feasible, but in any case within forty-five (45) calendar Days after Qwest notifies Sagebrush that the BFR qualifies under the Act, Qwest shall provide to Sagebrush a BFR quote. The BFR quote will include, at a minimum, a description of each Interconnection, Network Element, and Ancillary service, 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, Unbundled Network Element or Ancillary service and any minimum volume and term commitments required, and the timeframes the request will be provisioned.

16.8 A Sagebrush has sixty (60) business Days upon receipt of the BFR quote, to either agree to purchase under the quoted price, or cancel its BFR.

16.9 If Sagebrush has agreed to minimum volume and term commitments under the preceding paragraph, Sagebrush may cancel the BFR or volume and term commitment at any time but may be subject to termination liability assessment or minimum period charges.

16.10 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 invoke the Dispute Resolution provision of this Agreement.

16.11 All time intervals within which a response is required from one Party to another under this Section are maximum time intervals. Each Party agrees that it will provide all responses to the other Party as soon as the Party has the information and analysis required to respond, even if the time interval stated herein for a response is not over.

16.12 In the event Sagebrush has submitted a Request for an Interconnection, Unbundled Network Elements or any combinations thereof, or Ancillary services and Qwest determines in accordance with the provisions of this Section 16 that the request is Technically Feasible, subsequent requests or orders for substantially similar types of Interconnection, Unbundled Network Elements or combinations thereof or Ancillary services by that Sagebrush shall not be subject to the BFR process. To the extent Qwest has deployed or denied a substantially similar Interconnection, Unbundled Network Elements or combinations thereof or Ancillary services under a previous BFR, a subsequent BFR shall not be required and the BFR application fee shall be refunded immediately. ICB pricing and intervals will still apply for requests that are not yet standard offerings. For purposes of this Section 16.12, a "substantially similar" request shall be one with substantially similar characteristics to a previous request with respect to the information provided pursuant to Subsections 16.2.1 through 16.2.6 of Section 16.2 above. The burden of proof is upon Qwest to prove the BFR is not substantially similar to a previous BFR.

16.13 The total cost charged to Sagebrush shall not exceed the BFR quoted price.

16.14 Upon request, Qwest shall provide Sagebrush with Qwest's supporting cost data and/or studies for the Interconnection, Unbundled Network Element or Ancillary service that Sagebrush wishes to order within seven (7) business Days, except where Qwest cannot obtain a release from its vendors within seven (7) business Days, in which case Qwest will make the data available as soon as Qwest receives the vendor release. Such cost data shall be treated

as Confidential Information, if requested by Qwest under the non-disclosure sections of this Agreement.

16.15 Qwest shall make available a topical list of the BFRs that it has received with Sagebrushs under this Agreement. The description of each item on that list shall be sufficient to allow Sagebrush to understand the general nature of the product, service, or combination thereof that has been requested and a summary of the disposition of the request as soon as it is made. Qwest shall also be required upon the request of Sagebrush to provide sufficient details about the terms and conditions of any granted requests to allow Sagebrush to elect to take the same offering under substantially identical circumstances. Qwest shall not be required to provide information about the request initially made by Sagebrush whose BFR was granted, but must make available the same kinds of information about what it offered in response to the BFR as it does for other products or services available under this Agreement. Sagebrush shall be entitled to the same offering terms and conditions made under any granted BFR, provided that Qwest may require the use of ICB pricing where it makes a demonstration to Sagebrush of the need therefore.

SECTION 17.0 – SPECIAL REQUEST PROCESS

17.1 Special Request Process shall be used for the following requests:

17.1.1 Requesting specific product feature(s) be made available by Qwest that are currently available in a switch, but which are not activated.

17.1.2 Requesting specific product feature(s) be made available by Qwest that are not currently available in a switch, but which are available from the switch vendor.

17.1.3 Requesting a combination of Unbundled Network Elements that is a combination not currently offered by Qwest as a standard product and:

- i. that is made up of UNEs that are defined by Qwest as products, and
- ii. that is made up of UNEs that are ordinarily combined in the Qwest network.

17.1.4 Requesting an Unbundled Network Element that has been defined by the FCC or the State Commission as a network element to which Qwest is obligated to provide unbundled access, but for which Qwest has not created a standard product, including UDIT and EEL between OC-3 and OC-192.

17.2 Any request that requires an analysis of technical feasibility shall be treated as a Bona Fide Request (BFR), and will follow the BFR Process set forth in this Agreement. The BFR process shall be used for, among other things, the following:

17.2.1 Requests for Interconnection not already available as described in this Agreement,

17.2.2 Requests for access to an Unbundled Network Element that has not been defined by the FCC or the State Commission as a network element to which Qwest is obligated to provide unbundled access,

17.2.3 Requests for UDIT and EEL above the OC-192 level,

17.2.4 Requests for combinations of Unbundled Network Elements that include UNEs that are not defined by Qwest as products, and

17.2.5 Requests for combinations of Unbundled Network Elements that are not currently combined in the Qwest network.

17.3 A Special Request shall be submitted in writing and on the appropriate Qwest form, which is located on Qwest's website. The form must be completely filled out.

17.4 Qwest shall acknowledge receipt of the Special Request within 5 business Days of receipt.

17.5 Qwest shall respond with a preliminary analysis, including costs and timeframes, within 15 business Days of receipt of the Special Request. In the case of UNE combinations, the preliminary analysis shall include whether the requested combination is a combination of elements that are ordinarily combined in the Qwest network. If the request is for a combination of elements that are not ordinarily combined in the Qwest network, the preliminary analysis shall

indicate to Sagebrush that it should use the BFR process if Sagebrush elects to pursue its request.

17.6 All timeframes will be met unless extraordinary circumstances arise. In such a situation, Sagebrush and Qwest will negotiate a reasonable response timeframe.

SECTION 18.0 - AUDIT PROCESS

18.1 "Audit" shall mean the comprehensive review of:

18.1.1 Data used in the billing process for services performed, including reciprocal compensation, and facilities provided under this Agreement; and

18.1.2 Data relevant to provisioning and maintenance for services performed or facilities provided by either of the Parties for itself or others that are similar to the services performed or facilities provided under this Agreement.

18.2 The data referred to above shall be relevant to any performance indicators that are adopted in connection with this Agreement, through negotiation, arbitration or otherwise. This Audit shall take place under the following conditions:

18.2.1 Either Party may request to perform an Audit.

18.2.2 The Audit shall occur upon thirty (30) business Days written notice by the requesting Party to the non-requesting Party.

18.2.3 The Audit shall occur during normal business hours.

18.2.4 There shall be no more than two Audits requested by each Party under this Agreement in any 12-month period.

18.2.5 The requesting Party may review the non-requesting Party's records, books and documents, as may reasonably contain information relevant to the operation of this Agreement.

18.2.6 The location of the Audit shall be the location where the requested records, books and documents are retained in the normal course of business.

18.2.7 All transactions under this Agreement which are over twenty-four (24) months old will be considered accepted and no longer subject to Audit. The Parties agree to retain records of all transactions under this Agreement for at least 24 months.

18.2.8 Each Party shall bear its own expenses occasioned by the Audit, provided that the expense of any special data collection shall be born by the requesting Party.

18.2.9 The Party requesting the Audit may request that an Audit be conducted by a mutually agreed-to independent auditor. Under this circumstance, the costs of the independent auditor shall be paid for by the Party requesting the Audit.

18.2.10 In the event that the non-requesting Party requests that the Audit be performed by an independent auditor, the Parties shall mutually agree to the selection of the independent auditor. Under this circumstance, the costs of the independent auditor shall be shared equally by the Parties.

18.2.11 The Parties agree that if an Audit discloses error(s), the Party responsible for the error(s) shall, in a timely manner, undertake corrective action for such error(s). All errors not corrected within thirty (30) business Days shall be escalated to the Vice-

President level.

18.3 All information received or reviewed by the requesting Party or the independent auditor in connection with the Audit is to be considered Proprietary Information as defined by this Agreement. The non-requesting Party reserves the right to require any non-employee who is involved directly or indirectly in any Audit or the resolution of its findings as described above to execute a nondisclosure agreement satisfactory to the non-requesting Party. To the extent an Audit involves access to information of other competitors, Sagebrush 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.

SECTION 19.0 - CONSTRUCTION CHARGES

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

SECTION 20.0 - NETWORK STANDARDS

20.1 The Parties recognize that Qwest services and Network Elements have been purchased and deployed, over time, to Telcordia 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.

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

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

20.3.1 switching

GR-954-CORE LIDB

GR-2863-CORE AIN

GR-1428-CORE Toll Free Service

GR-1432-CORE TCAP

GR-905-CORE ISUP

GR-1357-CORE switched Fractional DS1

GR-1298-CORE AIN switching System Generic Requirements

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

TR-NWT-001284 AIN 0.1 switching System Generic Requirements

GR-905-CORE Common Channel Signaling Network Interface Specification

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

GR-305-CORE

GR-1429-CORE

GR-2863-CORE

FR-64 LATA LSSGR

GR-334-CORE switched Access Service

TR-NWT-000335 Voice Grade Special Access Services

TR-TSY-000529 Public LSSGR

TR-NWT-000505 LSSGR Call Processing

FR-NWT-000271 OSSGR

TR-NWT-001156 OSSGR Subsystem

SR-TSY-001171 System Reliability Analysis

20.3.2 Transport

Telcordia FR-440

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

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

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

TR-NWT-000507 Transmission

TR-NWT-000776 NID for ISDN Subscriber Access

TR-INS-000342 High Capacity Digital Special Access Service

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

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

20.3.3 Loops

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

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

GR-253-CORE SONET Common Generic Criteria

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

TR-TSY-000673 Operations Interface for an IDLC System

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

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

Subscriber Lines

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

TR-NWT-008 and 303

TA-TSY-000120 Subscriber Premises or Network Ground Wire

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

TR-NWT-000239 Indoor Telephone Network Interfaces

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

TR-NWT-000133 Generic Requirements for Network Inside Wiring

20.3.4 Local Number Portability

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

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

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

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

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

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

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

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

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

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

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

Docket 01-184; Released July 26, 2002.

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

Qwest Interconnection – Unbundled Loop #77384

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

Unbundled Dedicated Interoffice Transport - #77389

Competitive Local Exchange Carrier Installation/Removal Guidelines - #77390

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

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

SECTION 21.0 - SIGNATURE PAGE

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

Sagebrush Cellular, Inc.



Signature

SHAWN HANSON

Name Printed/Typed

GENERAL MANAGER

Title

5/09/05

Date

Qwest Corporation



Signature

L.T. Christensen

Name Printed/Typed

Director, Interconnection Agreements

Title

5/13/05

Date

**Wireless Type 2 Exhibit A
North Dakota**

Select the appropriate type of contract below. For cost docket changes, leave blank:		EAS / Local Traffic Reciprocal Compensation Election		Notes			
New		Reciprocal					
		Recurring	Recurring per Mile	Non- recurring	R/C	Mile per R/C	N/C
Interconnection							
6.0 Interconnection Facility Option							
6.1 Intentionally Left Blank							
6.2 Intentionally Left Blank							
6.3 Reciprocal Compensation							
6.3.1 Interconnection Facility Options							
6.3.1.1 Entrance Facilities							
6.3.1.1.1 DS1		\$94.48		\$137.41	B		B
6.3.1.1.2 DS3		\$405.48		\$282.26	B		B
6.3.2.1 Direct Trunked Transport							
6.3.2.1.1 DS1							
6.3.2.1.1.1 Over 0 to 8 Miles		\$65.36	\$1.99		B		B
6.3.2.1.1.2 Over 8 to 25 Miles		\$65.36	\$1.99		B		B
6.3.2.1.1.3 Over 25 to 50 Miles		\$65.36	\$1.99		B		B
6.3.2.1.1.4 Over 50 Miles		\$61.69	\$2.50		B		B
6.3.2.1.2 DS3							
6.3.2.1.2.1 Over 0 to 8 Miles		\$421.97	\$5.87		B		B
6.3.2.1.2.2 Over 8 to 25 Miles		\$421.97	\$5.87		B		B
6.3.2.1.2.3 Over 25 to 50 Miles		\$421.97	\$5.87		B		B
6.3.2.1.2.4 Over 50 Miles		\$420.31	\$24.40		B		B
6.3.2 Trunk Nonrecurring Charges							
6.3.2.1 DS1 Interface							
6.3.2.1.1 First Trunk				\$159.53			B
6.3.2.1.2 Each Additional Trunk				\$4.68			B
6.3.2.2 DS3 Interface							
6.3.2.2.1 First Trunk				\$165.90			B
6.3.2.2.2 Each Additional Trunk				\$9.35			B
6.3.2.3 Trunk Routing Change, per Type 2 Trunk Group							
6.3.2.3.1 2A Direct Final to Alternate Final				\$71.57			1
6.3.2.3.2 Type 2 Routing Translation Change				\$71.57			1
6.3.3 Miscellaneous Charges							
6.3.3.1 Cancellation Charge				Qwest's North Dakota Access Service Catalog			
6.3.3.2 Expedite Charge				Qwest's North Dakota Access Service Catalog			
6.3.3.3 Construction Charges		ICB		ICB	B 3		B 3
6.3.3.4 Additional Labor Other (Additional Testing)							
6.3.3.4.1 Additional Labor Other - Basic				\$26.18			B
6.3.3.4.2 Additional Labor Other - Overtime				\$34.96			B
6.3.3.4.3 Additional Labor Other - Premium				\$43.76			B
6.3.4 Multiplexing							
6.3.4.1 DS1 to DS0		\$259.64		\$211.37	B		B
6.3.4.2 DS3 to DS1		\$300.52		\$268.37	B		B
6.3.5 Intentionally Left Blank							
6.3.6 Exchange Services MTA / Local Traffic							
6.3.6.1 End Office Call Termination, per MOU		\$0.001482			B		
6.3.6.2 Tandem Switched Transport							
6.3.6.2.1 Tandem Switching, per MOU		\$0.002100			B		
6.3.6.3 Tandem Transmission							

Wireless Type 2 Exhibit A
North Dakota

				Recurring	Recurring per Mile	Non- recurring	REC	REC per Mile	NRC
6.3.6.3.1	Over 0 to 8 Miles			\$0.000362	\$0.0000177		B	B	
6.3.6.3.2	Over 8 to 25 Miles			\$0.000362	\$0.0000177		B	B	
6.3.6.3.3	Over 25 to 50 Miles			\$0.000362	\$0.0000177		B	B	
6.3.6.3.4	Over 50 Miles			\$0.000355	\$0.0000103		B	B	
6.3.7	Intentionally Left Blank								
6.3.8	Intentionally Left Blank								
6.3.9	Non-Local Traffic			Qwest FCC Switched Access Tariff					
6.3.10	ISP Bound Traffic								
6.3.10.1	Local Traffic-FCC-ISP Rate Caps								
6.3.10.1.1	MOU as of June 14, 2003, rates in effect until further FCC action			\$0.0007			4		
6.3.11	Transit Traffic								
6.3.11.1	Local Transit			\$0.002100			B		
	Toll Transit			\$0.003036			1		
6.3.12	Jointly Provided Switched Access Services								
6.3.12.1	Category 11 Mechanized Record Charge, per Record			\$0.001536			B		
7.0	Intentionally Left Blank								
8.0	Intentionally Left Blank								
9.0	Ancillary Service								
9.1	Local Number Portability								
9.1.1	LNP Queries			See FCC Tariff #1 Sections 13 & 20		See FCC Tariff #1 Sections 13 & 20			
9.1.2	LNP Managed Cuts								
9.1.2.1	Standard Managed Cuts, per person, per Half Hour					\$27.22			B
9.1.2.2	Overtime Managed Cuts, per person, per Half Hour					\$35.23			B
9.1.2.3	Premium Managed Cuts, per person, per Half Hour					\$43.25			B
9.2	911 / E911								
9.2.1	911 / E911			No Charge		No Charge			
9.3	White Pages Directory Listings, Facility Based Providers								
9.3.1	Premium / Privacy Listings			General Exchange Tariff Rate, Less Wholesale Discount		General Exchange Tariff Rate, Less Wholesale Discount			
9.4	Access to Poles, Ducts, Conduits and Rights of Way (ROW)								
9.8.1	Pole Inquiry Fee, per Mile					\$350.01			B
9.8.2	Innerduct Inquiry Fee, per Mile					\$239.24			B
9.8.3	ROW Inquiry Fee					\$388.17			B
9.8.4	ROW Document Preparation Fee					\$125.93			B
9.8.5	Field Verification Fee, per Pole					\$20.99			B
9.8.6	Field Verification Fee, per Manhole					\$195.57			B
9.8.7	Planner Verification, per Manhole					\$16.93			B
9.8.8	Manhole Verification Inspector per Manhole					\$94.44			B
9.8.9	Manhole Make-Ready Inspector, per Manhole					\$251.85			B
9.8.10	Transfer of Responsibility					\$109.49			B
9.8.11	Pole Attachment Fee, per Foot, per Year								
9.8.11.1	Urban								
9.8.11.1.1	2004	2004		\$1.37			4		
9.8.11.1.2	2005	2005		\$1.47			4		
9.8.11.2	Non-Urban								
9.8.11.2.1	2004	2004		\$1.97			4		
9.8.11.2.2	2005	2005		\$2.22			4		
9.8.12	Innerduct Occupancy Fee, per Foot, per Year			\$0.30			4		
9.8.13	Access Agreement Consideration					\$10.00			2
9.8.14	Make Ready						ICB		B 3

**Wireless Type 2 Exhibit A
North Dakota**

	Recurring	Recurring per Mile	Non- recurring	R/C	REC per Mile	NRC
9.5 Construction Charges	ICB		ICB	B 3		B 3
10.0 Intentionally Left Blank						
11.0 Access to Operational Support Systems (OSS) and Maintenance and Repair						
11.1 Development and Enhancements, per Order			No charge at this time			B
11.2 Ongoing Maintenance, per Order			No charge at this time			B
11.3 Daily Usage Record File, per record	\$0.0003926			B		
12.0 Maintenance and Repair						
12.1 Trouble Isolation						
12.1.1 Maintenance of Service for non-Qwest Trouble						
12.1.1.1 Maintenance of Service - Basic			\$26.18			B
12.1.1.2 Maintenance of Service - Overtime			\$34.96			B
12.1.1.3 Maintenance of Service - Premium			\$43.76			B
12.2 Dispatch for non-Qwest Trouble			\$79.80			B
13.0 Intentionally Left Blank						
14.0 Intentionally Left Blank						
15.0 Bona Fide Request Process						
15.1 Processing Fee			\$1,897.30			B

NOTES:

± Unless otherwise indicated, all rates are pursuant to North Dakota Public Utilities Commission dockets listed below:
A: U S WEST and AT&T Interconnection Agreement approved by the North Dakota Public Utilities Commission in Docket Number PU-453-96-497, effective June 23, 1997.

B: Cost Docket PU-2343-01-296, effective 2-13-05

[1] Rates not addressed in a cost docket. (TELRIC based where required.)

[2] Market-based rates.

[3] ICB, Individual Case Basis pricing.

[4] Rates per FCC Guidelines. Pole Attachment and Innerduct Occupancy rates revised in the 10/29/04 Exhibit A to reflect newly calculated rates.

[5] Regional TELRIC

[6] Estimated TELRIC

[7] Qwest will not charge for this element until the Commission has an opportunity to review and approve a rate in a cost proceeding.

EXHIBIT B

SERVICE PERFORMANCE INDICATORS

Qwest and Sagebrush agree that Qwest will provide Type 2 Interconnection Trunks to Sagebrush and other Wireless Service Providers, for use as Telecommunications Services, in a non-discriminatory manner. Qwest will work with Sagebrush on an Individual Case Basis (ICB) when Sagebrush requires data from Qwest to develop operation reporting.

Date General Information Provided by Qwest: _____
General Agreement : _____
BAN Number(must be assigned before processing): _____

**REVISED QWEST RIGHT OF WAY, POLE ATTACHMENT, INNERDUCT
OCCUPANCY GENERAL INFORMATION: EFFECTIVE 6/29/01**

- 1 **1. PURPOSE.** The purpose of this General Information document is to share information and provide or deny permission to attach and maintain WSP's facilities ("Facilities") to Qwest Corporation's ("Qwest") Poles, to place Facilities on or within Qwest's Innerduct (collectively "Poles/Innerduct") and to obtain access to Qwest's private right of way ("ROW"), to the extent Qwest has the right to grant such access. This General Information is necessary to determine if Qwest can meet the needs of the WSP's request but does not guarantee that physical space or access is currently available. Permission will be granted on a first-come, first-serve basis on the terms and conditions set forth in the appropriate agreement pertaining to "Poles/Innerduct".
- 2 **PROCESS.** The Qwest process is designed to provide the WSP the information so as to assist WSP and Qwest to make Poles, Innerduct and ROW decisions in a cost-efficient manner. The Process has these distinct steps:

2.1 Inquiry Review - Attachment 1.A (Database Search). The WSP is requested to review this document and return Attachment 1.A along with two copies of a map and the nonrefundable Inquiry Fee, calculated in accordance with Attachment 1.A hereto. These fees are intended to cover Qwest's expenses associated with performing an internal record (database) review, preparing a cost estimate for the required field survey, setting up an account, and determining time frames for completion of each task to meet the WSP's Request. Be sure a BAN number is assigned by the Qwest Service Support Representative for each request before sending an Attachment 1.A. To request a BAN number send an email requesting one to: wsst@qwest.com. Include your name, company, phone number, email address, city and state of our inquiry. A BAN number will be assigned to your inquiry and will be emailed to you along with other materials.

As indicated on Attachment 1.A, a copy of the signed Attachment and maps of the desired route must be emailed to wsst@qwest.com while the fee must be sent to the Qwest WSP Joint Use Manager with the original signed Attachment 1.A. The map should clearly show street names and highways along the entire route, and specific locations of entry and exit of the ROW/duct/pole system. Area Maps should be legible and identify all significant geographic characteristics including, but not limited to, the following: Qwest central offices, streets, cities, states, lakes, rivers, mountains, etc. Qwest reserves the right to reject illegible or incomplete maps. If WSP wishes to terminate at a particular manhole (such as a POI) it must be indicated on the maps. For ROW: Section, Range and Township, to the ¼ section must also be provided.

Qwest will complete the Inquiry review and prepare and return a Poles/Innerduct Verification/ROW Access Agreement Preparation Costs Quotation (Attachment 1.B) to the WSP generally within ten (10) days or the applicable federal or state law, rule or regulation that governs this Agreement in the state in which Innerduct attachment is requested. In the case of poles, Qwest will assign a Field Engineer

and provide his/her name and phone number to the WSP. The Field Engineer will check the local database and be available for a joint verification with the WSP. The Poles/Innerduct Verification/ROW Access Agreement Preparation Costs Quotation will be valid for thirty (30) calendar days from the date of quotation. The Inquiry step results only in the location and mapping of Qwest facilities and does not indicate whether space is available. This information is provided with Attachment 1.B.

In the case of ROW, Qwest will prepare and return a ROW information matrix and a copy of agreements listed in the ROW Matrix, within ten (10) days. The ROW Matrix will identify (a) the owner of the ROW as reflected in Qwest's records, and (b) the nature of each ROW (i.e., publicly recorded and non-recorded). The ROW information matrix will also indicate whether or not Qwest has a copy of the ROW agreement in its possession. Qwest makes no representations or warranties regarding the accuracy of its records, and WSP acknowledges that, to the extent that real property rights run with the land, the original granting party may not be the current owner of the property.

In the case of MDUs, Qwest will prepare and return an MDU information matrix, within ten (10) days, which will identify (a) the owner of the MDU as reflected in Qwest's records, and (b) whether or not Qwest has a copy of the agreement between Qwest and the owner of a specific multi-dwelling unit that grants Qwest access to the multi-dwelling unit in its possession. Qwest makes no representations or warranties regarding the accuracy of its records, and WSP acknowledges that the original landowner may not be the current owner of the property.

Qwest will provide to WSP a copy of agreements listed in the Matrices that have not been publicly recorded if WSP obtains authorization for such disclosure from the third party owner(s) of the real property at issue by an executed version of the Consent to Disclosure form, which is included in Attachment 4. Qwest will redact all dollar figures from copies of agreements listed in the Matrices that have not been publicly recorded that Qwest provides to WSP. Alternatively, in order to secure any agreement that has not been publicly recorded, a WSP may provide a legally binding and satisfactory agreement to indemnify Qwest in the event of any legal action arising out of Qwest's provision of such agreement to WSP. In that event, the WSP shall not be required to execute the Consent to Disclosure form.

If there is no other effective agreement (i.e., an Interconnection Agreement) between WSP and Qwest concerning access to Poles, Ducts and ROW, then Attachment 3 must be executed by both parties in order to start the Inquiry Review and in order for WSP to obtain access to Poles, Ducts and/or ROW.

2.2 Attachment 1.B (Verification) & Attachment 4 (Access Agreement Preparation). With respect to Poles and Innerduct, upon review and acceptance of signed Attachment 1.B and payment of the estimated verification costs by the WSP, Qwest will conduct facilities verification and provide the requested information which may or may not include the following: a review of public and/or internal Qwest right-of-ways records for restrictions, identification of additional rights-of-way required; a field survey and site investigation of the Innerduct,

including the preparation of distances and drawings, to determine availability on existing Innerduct; identification of any make-ready costs required to be paid by the WSP, if applicable, prior to installing its facilities. In the case of Poles, Attachment 1.B orders the field verification which may be done jointly. A copy of the signed Attachment 1.B should be emailed to wsst@qwest.com while the appropriate fees should be sent to the Qwest-WSP Joint Use Manager with the original signed Attachment 1.B. Upon completion of the verification, Attachment 2 will be sent to the WSP by Qwest.

With respect to ROW, upon review and acceptance of signed Attachment 1.B and payment of the ROW conveyance consideration, Qwest will deliver to the WSP an executed and acknowledged Access Agreement to the WSP in the form attached hereto as Attachment 4 (the "Access Agreement"). In the event that the ROW in question was created by a publicly recorded document and Qwest has a copy of such document in its files, a copy of the Right-of-Way Agreement, as defined in the Access Agreement, will be attached to the Access Agreement and provided to the WSP at the time of delivery of the Access Agreement. If the ROW was created by a document that is not publicly recorded, or if Qwest does not have a copy of the Right-of-Way Agreement in its possession, the Access Agreement will not have a copy of the Right-of-Way Agreement attached. If the ROW was created by a non-publicly recorded document, but Qwest does not have a copy of the Right-of-Way Agreement in its possession, the WSP must obtain a copy of the Right-of-Way Agreement or other suitable documentation reasonably satisfactory to Qwest to describe the real property involved and the underlying rights giving rise to the Access Agreement.

Although Qwest will provide the identity of the original grantor of the ROW, as reflected in Qwest's records, the WSP is responsible for determining the current owner of the property and obtaining the proper signature and acknowledgement to the Access Agreement. If Qwest does not have a copy of the Right-of-Way Agreement in its records, it is the responsibility of the WSP to obtain a copy of the Right-of-Way Agreement. If the ROW was created by a publicly recorded document, the WSP must record the Access Agreement (with the Right-of-Way Agreement attached) in the real property records of the county in which the property is located. If the ROW was created by a grant or agreement that is not publicly recorded, WSP must provide Qwest with a copy of the properly executed and acknowledged Access Agreement and, if applicable, properly executed Consent Regarding Disclosure form or letter of indemnification.

Qwest is required to respond to each Attachment 1.B. submitted by WSP within 35 days of receiving the Attachment 1.B. In the event that Qwest believes that circumstances require a longer duration to undertake the activities reasonably required to deny or approve a request, it may petition for relief before the Commission or under the escalation and dispute resolution procedures generally applicable under the interconnection agreement, if any, between Qwest and WSP.

2.3 Poles/Duct Order Attachment 2 (Access). In the case of Poles and Innerduct, upon completion of the inquiry and verification work described in Section 2.2 above, Qwest will provide the WSP a Poles/Innerduct Order (Attachment 2) containing annual recurring charges, estimated Make-ready

costs. Upon receipt of the executed Attachment 2 Order form from the WSP and applicable payment for the Make-Ready Fees identified, Qwest will assign the WSP's requested space; Qwest will also commence the Make-ready work within 30 days following payment of the Make-Ready Fees. Qwest will notify WSP when Poles/Innerduct are ready for attachment or placement of Facilities. A copy of the signed Attachment 2 form should be emailed to wsst@qwest.com while the payment should go to the Joint Use Manager along with the original signed Attachment 2.

NOTE: Make-ready work performed by Qwest concerns labor only. For Poles it involves rearrangement to accommodate the new attachment. For Innerduct, it involves placing the standard three innerducts in the conduit to accommodate fiber cable where spare conduit exists. Segments without conduit space are considered "blocked". Qwest will consider repair or clearing damaged facilities, but may not construct new facilities as part of Make-ready work.

Construction work to place conduit or replace poles may be required where facilities are blocked. The WSP may contract separately with a Qwest-approved contractor to complete the construction provided a Qwest inspector inspects the work during and after construction. If other parties benefit from construction, the costs may be divided among the beneficiaries. Construction costs are not included in Attachment 2. The WSP is not encouraged to sign the Poles/Innerduct Order (Attachment 2) until provisions have been made for construction.

2.4 Provision of ROW/Poles/Innerduct. Qwest agrees to issue to WSP for any lawful telecommunications purpose, a nonexclusive, revocable Order authorizing WSP to install, maintain, rearrange, transfer, and remove at its sole expense its Facilities on Poles/Innerduct to the extent owned or controlled by Qwest. Qwest provides access to Poles/Innerduct/ROW in accordance with the applicable federal, state, or local law, rule, or regulation, incorporated herein by this reference, and said body of law, which governs this Agreement in the state in which Poles/Innerduct is provided. Any and all rights granted to WSP shall be subject to and subordinate to any future federal, state, and/or local requirements. Nothing in this General Information shall be construed to require or compel Qwest to construct, install, modify, or place any Poles/Innerduct or other facility for use by the WSP.

The costs included in the Poles/Innerduct Verification Fee are used to cover the costs incurred by Qwest in determining if Poles/Innerduct space is available to meet the WSP's request; however, the WSP must agree and 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 can be provided upon request. If Qwest denies access, Qwest shall do so in writing, specifying the reasons for denial within 45 days of the initial inquiry.

Likewise, the fees included in the ROW processing costs quotation are used to cover the costs incurred by Qwest in searching its databases and preparing the Access Agreement. In the event that complications arise with respect to preparing the Access Agreement or any other aspect of conveying access to Qwest's ROW, the WSP agrees to be responsible for payment of the actual costs

incurred if such costs exceed the standard fees; actual costs shall include, without limitation, personnel time, including attorney time.

3. **DISPUTE RESOLUTION**

3.1. Other than those claims over which a federal or state regulatory agency has exclusive jurisdiction, all claims, regardless of legal theory, whenever brought and whether between the parties or between one of the parties to this Agreement and the employees, agents or affiliated businesses of the other party, shall be resolved by arbitration. A single arbitrator engaged in the practice of law and knowledgeable about telecommunications law shall conduct the arbitration in accordance with the then current rules of the American Arbitration Association ("AAA") unless otherwise provided herein. The arbitrator shall be selected in accordance with AAA procedures from a list of qualified people maintained by AAA. The arbitration shall be conducted in the regional AAA office closest to where the claim arose.

3.2. All expedited procedures prescribed by the AAA shall apply. The arbitrator's decision shall be final and binding and judgment may be entered in any court having jurisdiction thereof.

3.3. Other than the determination of those claims over which a regulatory agency has exclusive jurisdiction, federal law (including the provisions of the Federal Arbitration Act, 9 U.S.C. Sections 1-16) shall govern and control with respect to any issue relating to the validity of this Agreement to arbitrate and the arbitrability of the claims.

3.4. If any party files a judicial or administrative action asserting claims subject to arbitration, and another party successfully stays such action and/or compels arbitration of such claims, the party filing the action shall pay the other party's costs and expenses incurred in seeking such stay or compelling arbitration, including reasonable attorney's fees.

ATTACHMENT 1. A
Poles/Innerduct/ or ROW Inquiry Preparation Fee

General Agreement _____
BAN Number (one for each route must be assigned before
processing): _____

Date Submitted: _____ Date Replied to WSP: _____

WSP Name _____ Contact
name: _____
Billing Address: _____
Phone Number: _____ e-mail
address: _____
State and city of
inquiry: _____

Poles/Innerduct Permit Database Search Costs Quotation

(One Mile Minimum)	<u>Costs</u>	<u>Est. Miles</u>	<u>Total</u>
1. Pole Inquiry Fee	(see attached pricing chart) X _____	=	
\$ _____			
2. Innerduct Inquiry Fee	(see attached pricing chart) X _____	=	
\$ _____			
3. ROW Records Inquiry	(see attached pricing chart) X _____	=	
\$ _____			
4. Estimated Interval for Completion of Items 1, 2 or 3:	10	Days	
5. Additional requirements of WSP:			

This Inquiry will result in (a) for Poles and Innerduct: a drawing of the duct or innerduct structure fitting the requested route, if available, and a quote of the charges for field verification, and/or (b) in the case of ROW, a ROW identification matrix, a quote of the charges for preparation of and consideration for, the necessary Access Agreements, and copies of ROW documents in Qwest's Possession. (c) For Poles, the name and telephone number of the Field Engineer are provided so that the WSP may contact the Qwest Field engineer and discuss attachment plans. If a field verification of poles is required, Attachment 1.B must be completed and the appropriate charges paid. Innerduct verification is always needed.

By signing below and providing payment of the Estimated Costs identified above, the WSP desires Qwest to proceed with the processing of its database/records search and acknowledges receipt of this General Information, including the General Terms and Conditions under which Qwest offers such Poles/Innerduct. Quotes expire in 30 days.

	Qwest Corporation
Signature	Signature
Name Typed or Printed	Name Typed or Printed
Title	Title

Date		Date

This signed form (original) must be sent with a check for the Inquiry amount (to "Qwest") to:

Debra Marshall, Qwest Joint Use, 6912 S Quentin, Suite 101, Englewood, CO 80112 303-784-0387

A copy of this form must be sent with two acceptably-detailed maps showing the requested route to:

Qwest Service Representative at: wstt@qwest.com. **Put "Agree" on signature line.**

ATTACHMENT 1.B

General Agreement _____

BAN Number: _____

Poles/Innerduct Verification/ROW Access Agreement Preparation Costs Quotation

Date Nonrefundable Received: _____

Date Replied to WSP: _____

****NOTE: THIS ATTACHMENT WILL BE COMPLETED BY QWEST AND SENT TO THE WSP FOR SIGNATURE AFTER THE DATABASE INQUIRY IS COMPLETE.****

	Estimated Costs	Number	Total Charge
1. Pole Field Verification Fee (10 pole minimum)	_____	_____	\$ _____
2. Innerduct Field Verification Fee	_____	_____	\$ _____
3. Preparation of private ROW documents	_____	_____	\$ _____
4. Access Agreement Prep. and Consideration\$10/ Access Agreement	_____	_____	\$ _____
5. Estimated Interval to Complete Items 1 or2 or 3 and/or 4:	_____		
Working Days			

Comments: _____

By signing below and providing payment of the Total Estimated Costs identified above, the WSP desires Qwest to proceed with the processing of its field survey/preparation of Access Agreements, and acknowledges receipt of this General Information, including the General Terms and Conditions under which Qwest offers such ROW/Poles/Innerduct. The WSP acknowledges the above costs are estimates only and WSP may be financially responsible for final actual costs which exceed this estimate, or receive credit if requested. Quotes expire in 30 days.

	Qwest Corporation
Signature	Signature
Name Typed or Printed	Name Typed or Printed
Title	Title

Date		Date
------	--	------

The original signed form must be sent with a check for the verification amount to:

**Debra Marshall, Qwest WSP Joint Use, 6912 S Quentin, Suite 101, Englewood,
CO 80112**

An email copy of this form must be sent to: wsst@qwest.com, with "Agree" on the signature line.

ATTACHMENT 2**Poles/Innerduct Order**

General Agreement _

BAN Number: _____

****NOTE: THIS FORM WILL BE COMPLETED BY QWEST AND SENT TO WSP FOR SIGNATURE****

Make-ready Work required: Yes () No ()

Date _____

Received _____

If Yes is checked, estimated Make-ready costs: \$ _____

The following Attachments are hereby incorporated by reference into this Order:

1. Term - Effective Date - _____.
2. Summary of Field Results (including Make-Ready work if required).
3. When placing fiber, WSP must:
 - a. provide Qwest representative, a final design of splice, racking and slack locations in Qwest utility holes.
 - b. tag all equipment located in/on Qwest's facilities from beginning of the route to the end, and at the entrance and exit of each utility hole with the following information: (1) WSP's Name and Contact Number, (2) Contract Number and Date of Contract, (3) Number of Fibers in the Innerduct and Color of Occupied Innerduct.

Annual Recurring Charges for this Permit:

	Annual Charge	Quantity	Total Annual Charge
1. Pole Attachment, Per Pole	\$ _____ /		\$ _____
2. Innerduct Occupancy, Per Foot	\$ _____		\$ _____
3. Request conf. call for Construction?	YES _____ NO _____		

Please check YES if construction by Qwest is needed for access to Qwest manholes (e.g. core drills, stubouts, not innerduct placement) For Poles, quantity is based on the number of vertical feet used (One cable attachment = one foot). If you do not place an order at this time, these Poles/Innerduct will be assigned on a first come-first served basis.

Additional Comments: THE ESTIMATED COSTS ARE FOR THE INSTALLATION OF INNERDUCT OR REARRANGEMENT PER THE WORK SHEETS. THE ANNUAL RECURRING CHARGE FOR YEAR 2001 HAS BEEN PRORATED TO _____ (/DAY * DAYS). PLEASE PROVIDE PAYMENT FOR THE MAKE-READY COSTS AND THE PRORATED 2001 RECURRING FEE ALONG WITH THIS SIGNED ORDER _____

By signing below and providing payment of the Make-ready costs and the first year's prorated Annual Recurring Charge (or, if WSP requests Semiannual billing, then the first half-year's prorated Semiannual Recurring Charge), the WSP desires Qwest to proceed with the Make-ready Work identified herein and acknowledges receipt of the General Terms and Conditions under which Qwest offers such Poles/Innerduct. By signing this document you are agreeing to the access described herein. Quotes expire in 90 days.

Return this signed form and check to: **Debra Marshall, Joint Use Supervisor, Suite 101, 6912 S. Quentin, Englewood, CO 80112.** Send a copy to: **wsst@qwest.com.**

_____	Qwest Corporation
-------	-------------------

Signature		Signature
Name Typed or Printed		Name Typed or Printed
Title		Title
Date		Date

ATTACHMENT 3

General Agreement: _____

QWEST RIGHT OF WAY ACCESS, POLE ATTACHMENT AND/OR INNERDUCT OCCUPANCY GENERAL TERMS AND CONDITIONS

This is an Agreement between _____ ("WSP") and Qwest Corporation ("Qwest"), for one or more Orders for the WSP to obtain access to Qwest's Right-of-Way ("ROW") and/or to install/attach and maintain their communications facilities ("Facilities") to Qwest's Poles and/or placement of Facilities on or within Qwest's Innerduct (collectively "Poles/Innerduct") described in the General Information and WSP Map, which are incorporated herein by this reference (singularly "Order" or collectively, "Orders"). If there is no other effective agreement (*i.e.*, an Interconnection Agreement) between WSP and Qwest concerning access to Poles, Ducts and ROW, then this Agreement/Attachment 3 must be executed by both parties in order to start the Inquiry Review and in order for WSP to obtain access to Poles, Ducts and/or ROW.

1. SCOPE.

- 1.1 Subject to the provisions of this Agreement, Qwest agrees to issue to WSP for any lawful telecommunications purpose, (a) one or more nonexclusive, revocable Orders authorizing WSP to attach, maintain, rearrange, transfer, and remove at its sole expense its Facilities on Poles/Innerduct owned or controlled by Qwest, and/or (b) access to Qwest's ROW to the extent that (i) such ROW exists, and (ii) Qwest has the right to grant access to the WSP. Any and all rights granted to WSP shall be subject to and subordinate to any future local, state and/or federal requirements, and in the case of ROW, to the original document granting the ROW to Qwest or its predecessors.
- 1.2 Except as expressly provided herein, nothing in this Agreement shall be construed to require or compel Qwest to construct, install, modify, or place any Poles/Innerduct or other facility for use by WSP or to obtain any ROW for WSP's use.
- 1.3 Qwest agrees to provide access to ROW/Poles/Innerduct in accordance with the applicable local, state or federal law, rule, or regulation, incorporated herein by this reference, which governs this Agreement in the state in which Poles/Innerduct is provided.

2. **TERM.** Any Order issued under this Agreement for Pole attachments or Innerduct occupancy shall continue in effect for the term specified in the Order. Any access to ROW shall be non-exclusive and perpetual, subject to the terms and conditions of the Access Agreement (as hereinafter defined) and the original instrument granting the ROW to Qwest. This Agreement shall continue during such time WSP is providing Poles/Innerduct attachments under any Order to this Agreement.

3. TERMINATION WITHOUT CAUSE.

- 3.1 To the extent permitted by law, either party may terminate this Agreement (which will have the effect of terminating all Orders hereunder), or any individual Order(s) hereunder, without cause, by providing notice of such termination in writing and by certified Mail to the other party. The written notice for termination without cause shall be dated as of the day it is mailed and shall be effective no sooner than one hundred twenty (120) calendar days from the date of such notice.
- 3.2 Termination of this Agreement or any Order hereunder does not release either party from any liability under this Agreement that may have accrued or that arises out of any claim that may have been accruing at the time of termination, including indemnity, warranties, and confidential information.
- 3.3 If Qwest terminates this Agreement for Cause, or if WSP terminates this Agreement without Cause, WSP 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) days, or cause Qwest to remove its Facilities from the Poles/Innerduct at WSP's expense; provided, however, that WSP shall be liable for and pay all fees and charges provided for in this Agreement to Qwest until WSP's Facilities are physically removed. Notwithstanding anything herein to the contrary, upon the termination of this Agreement for any reason whatsoever, all Orders hereunder shall simultaneously terminate.
- 3.4 If this Agreement or any Order is terminated for reasons other than Cause, then WSP shall remove its Facilities from Poles/Innerduct within one hundred and eighty (180) days from the date of termination; provided, however, that WSP shall be liable for and pay all fees and charges provided for in this Agreement to Qwest until WSP's Facilities are physically removed.
- 3.5 Qwest may abandon or sell any Poles/Innerduct at any time by giving written notice to the WSP. Upon abandonment of Poles/Innerduct, and with the concurrence of the other WSP(s), if necessary, WSP shall, within sixty (60) 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) days shall be deemed an election to purchase the Poles/Innerduct at the current market value.

4. CHARGES AND BILLING.

- 4.1. WSP 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 law, regulations and guidelines. Such Fees will be assessed, in advance on an annual basis. Annual Fees will be assessed as of January 1st of each year. Fees are not refundable except as expressly provided herein. WSP shall pay all applicable Fees and charges specified herein within thirty (30) days from receipt of

invoice. Any outstanding invoice will be subject to applicable finance charges.

- 4.2. Qwest has the right to revise Fees, at its sole discretion, upon written notice to WSP within at least sixty (60) days prior to the end of any annual billing period.

5. INSURANCE. The WSP shall obtain and maintain at its own cost and expense the following insurance during the life of the Contract:

- 5.1. Workers' Compensation and/or Longshoremen's and Harbor Workers Compensation insurance with (1) statutory limits of coverage for all employees as required by statute; and (2) although not required by statute, coverage for any employee on the job site; and (3) Stop Gap liability or employer's liability insurance with a limit of One Hundred Thousand Dollars (\$100,000.00) for each accident.
- 5.2. General liability insurance providing coverage for underground hazard coverage (commonly referred to as "U" coverage), products/completed operations, premises operations, independent contractor's protection (required if contractor subcontracts the work), broad form property damage and contractual liability with respect to liability assumed by the WSP hereunder. This insurance shall also include: (1) explosion hazard coverage (commonly referred to as "X" coverage) if the work involves blasting and (2) collapse hazard coverage (commonly referred to as "C" coverage) if the work may cause structural damage due to excavation, burrowing, tunneling, caisson work, or under-pinning. The limits of liability for this coverage shall be not less than One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury or property damage. These limits of liability can be obtained through any combination of primary and excess or umbrella liability insurance.
- 5.3. Comprehensive automobile liability insurance covering the use and maintenance of owned, non-owned and hired vehicles. The limits of liability for this coverage shall be not less than One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury or property damage. These limits of liability can be obtained through any combination of primary and excess or umbrella liability insurance.
- 5.4. Qwest may require the WSP from time-to-time during the life of the Contract to obtain additional insurance with coverage or limits in addition to those described above. However, the additional premium costs of any such additional insurance required by Qwest shall be borne by Qwest, and the WSP shall arrange to have such costs billed separately and directly to Qwest by the insuring carrier(s). Qwest shall be authorized by the WSP to confer directly with the agent(s) of the insuring carrier(s) concerning the extent and limits of the WSP's insurance coverage in order to assure the sufficiency thereof for purposes of the work performable under the Contract and to assure that such coverage as a whole with respect to the work performable are coordinated from the standpoint of adequate coverage at the least total premium costs.

5.5 The insuring carrier(s) and the form of the insurance policies shall be subject to approval by Qwest. The WSP shall forward to Qwest, certificates of such insurance issued by the insuring carrier(s). The insuring carrier(s) may use the ACORD form, which is the Insurance Industries certificate of insurance form. The insurance certificates shall provide that: (1) Qwest is named as an additional insured; (2) thirty (30) calendar days prior written notice of cancellation of, or material change or exclusions in, the policy to which the certificates relate shall be given to Qwest; (3) certification that underground hazard overage (commonly referred to as "U" coverage) is part of the coverage; and (4) the words "pertains to all operations and projects performed on behalf of the certificate holder" are included in the description portion of the certificate. The WSP shall not commence work hereunder until the obligations of the WSP with respect to insurance have been fulfilled. The fulfillment of such obligations shall not relieve the WSP of any liability hereunder or in any way modify the WSP's obligations to indemnify Qwest.

5.6 Whenever any work is performed requiring the excavation of soil or use of heavy machinery within fifty (50) feet of railroad tracks or upon railroad right-of-way, a Railroad Protective Liability Insurance policy will be required. Such policy shall be issued in the name of the Railroad with standard limits of Two Million Dollars (\$2,000,000.00) per occurrence combined single limit for bodily injury, property damage or physical damage to property with an aggregate limit of Six Million Dollars (\$6,000,000.00). In addition, said policy shall name Qwest and the WSP/SubWSP on the declarations page with respect to its interest in these specific job. Said insurance policy shall be in form and substance satisfactory both to the Qwest and the Railroad and shall be delivered to and approved by both parties prior to the entry upon or use of the Railroad Property.

5.7 Whenever any work must be performed in the Colorado State Highway right-of-way, policies and certificates of insurance shall also name the State of Colorado as an additional insured. Like coverage shall be furnished by or on behalf of any subcontractor. Copies of said certificates must be available on site during the performance of the work.

6. CONSTRUCTION AND MAINTENANCE OF FACILITIES.

6.1 Qwest retains the right, in its sole judgment, to determine the availability of space on Poles/Innerduct. When modifications to a Qwest spare conduit include the placement of innerduct, Qwest retains the right to install the number of innerducts required to occupy the conduit structure to its full capacity. In the event Qwest determines that rearrangement of the existing facilities on Poles/Innerduct is required before WSP's Facilities can be accommodated, the cost of such modification will be included in the WSP's nonrecurring charges for the associated Poles/Innerduct Order.

6.2 WSP shall be solely responsible for obtaining the necessary underlying legal authority to occupy Poles/Innerduct on governmental, federal, Native American, and private rights of way, as applicable, and Qwest does not warrant or represent that providing WSP with access to the Poles/Innerduct in any way constitutes such legal right. The WSP shall obtain any necessary permits, licenses, bonds, or other legal authority and permission, at the WSP's sole expense, in order to perform its obligations under this Agreement. The WSP shall contact all owners of public and private rights-of-way, as necessary, to obtain written permission required to perform the work prior to entering the property or starting any work thereon and shall provide Qwest with written documentation of such legal authority prior to placement of its facilities on or in the Poles/Innerduct. The WSP shall comply with all conditions of rights-of-way and Orders.

6.3 WSP'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 herein by reference, and any governing authority having jurisdiction of the subject matter of this Agreement. Where a difference in specifications exists, the more stringent shall apply. Failure to maintain Facilities in accordance with the above requirements shall be Cause as referenced in Section 3 to this Agreement for termination of the Order in question. Termination of more than two (2) Orders in any twelve-month period pursuant to the foregoing sentence shall be Cause as referenced in Section 3 for termination of this Agreement. Qwest's procedures governing its standard maintenance practices shall be made available upon request for public inspection at the appropriate Qwest premises. WSP's procedures governing its standards maintenance practices for Facilities shall be made available to Qwest upon written request. WSP shall within thirty (30) days comply and provide the requested information to Qwest to bring their facilities into compliance with these terms and conditions.

6.4. In the event of any service outage affecting both Qwest and WSP, repairs shall be effectuated on a priority basis as established by local, state or federal requirements, or where such requirement 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 effected Poles/Innerduct.

6.5 In the event of an infrastructure outage, the WSP should contact their Network Maintenance Center at 1-800-223-7881 or the WSP may contact their Account Manager at the Interconnect Service Center.

7. MODIFICATION TO EXISTING POLES/INNERDUCT.

7.1. If WSP requests Qwest to replace or modify existing Poles/Innerduct to increase its strength or capacity for the benefit of the WSP and Qwest

determines in its sole discretion to provide the requested capacity, the WSP shall pay Qwest the total replacement cost, Qwest's cost to transfer its attachments, as necessary, and the cost for removal (including destruction fees) of any replaced Poles/Innerduct, if such is necessary. Ownership of new Poles/Innerduct shall vest in Qwest. To the extent that a modification is incurred for the benefit of multiple parties, WSP shall pay a proportionate share of the total cost as outlined above, 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 the multiple parties and WSP shall be responsible for its pro rata share of the modification cost. Except as set forth herein, WSP shall have no obligation to pay any of the cost of replacement or modification of Poles/Innerduct requested solely by third parties.

- 7.2 Written notification of modification initiated by or on behalf of Qwest shall be provided to WSP at least sixty (60) days prior to beginning modifications if such modifications are not the result of an emergency situation. Such notification shall include a brief description of the nature and scope of the modification. If WSP does not rearrange its facilities within sixty (60) days after receipt of written notice from Qwest requesting such rearrangement, Qwest may perform or cause to have performed such rearrangement and WSP shall pay for cost thereof. No such notice shall be required in emergency situations or for routine maintenance of Poles/Innerduct.

8. INSPECTION OF FACILITIES. Qwest reserves the right to make final construction, subsequent and periodic inspections of WSP's facilities occupying the Poles/Innerduct system. WSP shall reimburse Qwest for the cost of such inspections except as specified in Section 8 hereof.

- 8.1. WSP shall provide written notice to Qwest, at least fifteen (15) days in advance, of the locations where WSP's plant is to be constructed.
- 8.2. The WSP shall forward Exhibit A, entitled "Pulling In Report" attached hereto and incorporated herein by this reference, to Qwest within five (5) business days of the date(s) of the occupancy.
- 8.3. Qwest shall provide written notification to WSP within seven (7) days of the date of completion of a final construction inspection.
- 8.4. Where final construction inspection by Qwest has been completed, WSP shall be obligated to correct non-complying conditions within thirty (30) days of receiving written notice from Qwest. In the event the corrections are not completed within the thirty (30)-day period, occupancy authorization for the Poles/Innerduct system where non-complying conditions remain uncorrected shall terminate immediately, regardless of whether WSP has energized the facilities occupying said Poles/Innerduct system, unless Qwest has provided WSP a written extension to comply. WSP shall remove its facilities from said Poles/Innerduct in accordance

with the provisions set forth in Section 10 of this Agreement. No further occupancy authorization shall be issued to WSP until such non-complying conditions are corrected or until WSP's facilities are removed from the Pole/Conduit system where such non-complying conditions exist. If agreed to in writing, by both parties, Qwest shall perform such corrections and WSP shall pay Qwest the cost of performing such work. Subsequent inspections to determine if appropriate corrective action has been taken may be made by Qwest.

- 8.5. Once the WSPs facilities occupy Qwest Poles/Innerduct system and Exhibit A has been received by Qwest, Qwest may perform periodic inspections. The cost of such inspections shall be borne by Qwest, unless the inspection reveals any violations, hazards, or conditions indicating that WSP has failed to comply with the provisions set forth in this Agreement, in which case the WSP shall reimburse Qwest for full costs of inspection, and re-inspection to determine compliance as required. A WSP representative may accompany Qwest on field inspections scheduled specifically for the purpose of inspecting WSP's Facilities; however, WSP's costs associated with its participation in such inspections shall be borne by WSP. Qwest shall have no obligation to notify WSP, and WSP shall have no right to attend, any routine field inspections.
- 8.6. The costs of inspections made during construction and/or the final construction survey and subsequent inspection shall be billed to the WSP within thirty (30) days upon completion of the inspection.
- 8.7. Final construction, subsequent and periodic inspections or the failure to make such inspections, shall not impose any liability of any kind upon Qwest, and shall not relieve WSP of any responsibilities, obligations, or liability arising under this Agreement.

9. UNAUTHORIZED FACILITIES

- 9.1 If any facilities are found attached to Poles/Innerduct for which no Order is in effect, Qwest, without prejudice to any other rights or remedies under this Agreement, shall assess an unauthorized attachment administrative fee of Two Hundred Dollars (\$200.00) per attachment per Pole or innerduct run between manholes, and require the WSP to submit in writing, within ten (10) day after receipt of written notification from Qwest of the unauthorized occupancy, a Poles/Innerduct application. Qwest shall waive the unauthorized attachment fee if the following conditions are both met: (1) WSP cures such unauthorized attachment (by removing it or submitting a valid Order for attachment in the form of Attachment 2 of Exhibit D, within thirty (30) days of written notification from Qwest of the unauthorized attachment; and (2) the unauthorized attachment did not require Qwest to take curative measures itself (e.g., pulling additional innerduct) prior to the cure by WSP. Qwest shall also waive the unauthorized attachment fee if the unauthorized attachment arose due to error by Qwest rather than by WSP. If such application is not received by Qwest within the specified time period, the WSP will be required to

remove its unauthorized facility within ten (10) days of the final date for submitting the required application, Qwest may remove the WSP's facilities without liability, and the cost of such removal shall be borne by the WSP.

9.2 For the purpose of determining the applicable charge, the unauthorized Poles/Innerduct occupancy shall be treated as having existed for a period of five (5) years prior to its discovery, and the charges, as specified in Section 4, shall be due and payable forthwith whether or not WSP is ordered to continue the occupancy of the Poles/Innerduct system.

9.3. No act or failure to act by Qwest with regard to an unauthorized occupancy shall be deemed to constitute the authorization of the occupancy; any authorization that may be granted subsequently shall not operate retroactively or constitute a waiver by Qwest of any of its rights or privileges under this Agreement or otherwise.

10. **REMOVAL OF FACILITIES.** Should Qwest, under the provisions of this Agreement, remove WSP's Facilities from the Poles/Innerduct covered by any Order (or otherwise), Qwest will deliver the Facilities removed upon payment by WSP of the cost of removal, storage and delivery, and all other amounts due Qwest. If payment is not received by Qwest within thirty (30) days, WSP will be deemed to have abandoned such facilities, and Qwest may dispose of said facilities as it determines to be appropriate. If Qwest must dispose of said facilities, such action will not relieve WSP of any other financial responsibility associated with such removal as provided herein. If WSP removes its Facilities from Poles/Innerduct for reasons other than repair or maintenance purposes, the WSP shall have no right to replace such facilities on the Poles/Innerduct until such time as all outstanding charges due to Qwest for previous occupancy have been paid in full. WSP shall submit Exhibit B, entitled "Notification of Surrender of Modification of Conduit Occupancy License by WSP," or Exhibit C, entitled "Notification of Surrender of Modification of Pole Attachment by WSP," each as attached hereto, advising Qwest as to the date on which the removal of Facilities from each Poles/Innerduct has been completed.

11. **INDEMNIFICATION AND LIMITATION OF LIABILITIES.** WSP shall indemnify and hold harmless Qwest, its owners, parents, subsidiaries, affiliates, agents, directors, and employees against any and all liabilities, claims, judgments, losses, orders, awards, damages, costs, fines, penalties, costs of defense, and attorneys' fees ("Liabilities") to the extent they arise from or in connection with: (1) infringement, or alleged infringement, of any patent rights or claims caused, or alleged to have been caused, by the use of any apparatus, appliances, equipment, or parts thereof, furnished, installed or utilized by the WSP; (2) actual or alleged fault or negligence of the WSP, its officers, employees, agents, subcontractors and/or representatives; (3) furnishing, performance, or use of any material supplied by WSP under this Contract or any product liability claims relating to any material supplied by WSP under this Contract; (4) failure of WSP, its officers, employees, agents, subcontractors and/or representatives to comply with any term of this Contract or any applicable local, state, or federal law or regulation, including but not limited to the OSH Act and environmental protection laws; (5) assertions under workers' compensation or similar employee benefit

acts by WSP or its employees, agents, subcontractors, or subcontractors' employees or agents; (6) the acts or omissions (other than the gross negligence or willful misconduct) of Qwest, its officers, employees, agents, and representatives, except as otherwise provided in paragraphs 11.3 and 11.4 below; and/or, (7) any economic damages that may rise, including damages for delay or other related economic damages that the Qwest or third parties may suffer or allegedly suffer as a result of the performance or failure to perform work by the WSP. If both Qwest and the WSP are sued as a result of or in connection with the performance of work arising out of this Contract, the parties hereby agree that the defense of the case (including the costs of the defense and attorneys' fees) shall be the responsibility of the WSP, if Qwest desires. Qwest shall give the WSP reasonable written notice of all such claims and any suits alleging such claims and shall furnish upon the WSP's request and at the WSP's expense all information and assistance available to the Qwest for such defense. The parties shall employ Article 13, Dispute Resolution, to resolve any dispute concerning the proportional fault and liability after the underlying case is terminated.

- 11.1 IF WORK IS PERFORMED IN THE STATE OF WASHINGTON UNDER THIS GENERAL CONTRACT, THE WSP ACKNOWLEDGES AND AGREES THAT THIS INDEMNIFICATION OBLIGATION SHALL INCLUDE, BUT IS NOT LIMITED TO, ALL CLAIMS AGAINST QWEST BY AN EMPLOYEE OR FORMER EMPLOYEE OF THE WSP, AND THE WSP EXPRESSLY WAIVES ALL IMMUNITY AND LIMITATION ON LIABILITY UNDER ANY INDUSTRIAL INSURANCE ACT, OTHER WORKERS' COMPENSATION ACT, DISABILITY BENEFIT ACT, OR OTHER EMPLOYEE BENEFIT ACT OF ANY JURISDICTION WHICH WOULD OTHERWISE BE APPLICABLE IN THE CASE OF SUCH A CLAIM.
- 11.2 Except as expressly provided herein, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, ANY LOSS OF USE, LOSS OF BUSINESS OR LOSS OF PROFIT; provided, however, there shall be no limitation on a party's liability to the other for any fines or penalties imposed on the other party by any court of competent jurisdiction or federal, state or local administrative agency resulting from the failure of the party to comply with any term or condition of this Contract or any valid and applicable law, rule or regulation.
- 11.3 FOR ANY WORK PERFORMED IN ARIZONA, IDAHO, SOUTH DAKOTA, UTAH OR WASHINGTON, SECTION 11(6) SHALL NOT EXTEND TO THE SOLE NEGLIGENCE OF QWEST BUT SHALL EXTEND TO THE NEGLIGENCE OF QWEST WHEN CONCURRENT WITH THAT OF THE WSP.
- 11.4 FOR ANY WORK PERFORMED IN THE STATES OF MINNESOTA, NEBRASKA, NEW MEXICO, OR OREGON, ARTICLE 11 SHALL NOT APPLY, EXCEPT THAT SECTION 11 SHALL APPLY FOR WORK PERFORMED IN MINNESOTA FOR MAINTENANCE OR

REPAIR OF MACHINERY, EQUIPMENT, OR OTHER SUCH DEVICES, USED AS PART OF A MANUFACTURING, COVERING, OR OTHER PRODUCTION PROCESS INDULGING ELECTRIC, GAS, STEAM, AND TELEPHONE UTILITY EQUIPMENT USED FOR PRODUCTION, TRANSMISSION, OR DISTRIBUTION PURPOSES.

12. FORCE MAJEURE

12.1 The WSP shall be excused from its performance as to any Order if prevented by acts or events beyond the WSP's reasonable control including extreme weather conditions, strikes, fires, embargoes, actions of civil or military law enforcement authorities, acts of God, or acts of legislative, judicial, executive, or administrative authorities.

12.2 If such contingency occurs, Qwest may elect:

12.2.1 To terminate this Agreement as to the Order in question; or

12.2.2 To terminate already-assigned specific work assignment(s) the WSP is unable to perform, or any part thereof, and to assign new specific work assignments to other parties for the duration of the cause of the delay; or

12.2.3 To suspend already-assigned specific work assignment(s) the WSP is unable to perform, or any part thereof, for the duration of the cause of the delay; and to assign new specific work assignments to other parties for the duration of the cause of the delay.

12.3 Qwest shall be deemed to have elected Section 12.2.3 above unless written notice of termination is given by Qwest after the contingency occurs. With respect to Qwest's election of Section 12.2.3 above:

12.3.1 Qwest shall give the WSP written notice of the work to be performed by such other party prior to its performance and shall deduct from the WSP's price the cost of the work or services actually performed by such other parties.

12.3.2 The WSP shall resume performance, and complete any work not performed or to be performed by another party, once the delaying cause ceases.

12.3.3 If appropriate, at the Qwest's discretion, the time for completion of specific work assignment(s) shall be extended up to the length of time the contingency endured.

12.4 Qwest shall be excused from its performance if prevented by acts or events beyond the Qwest's reasonable control including extreme weather conditions, strikes, fires, embargoes, actions of civil or military law enforcement authorities, acts of God, or acts of legislative, judicial, executive, or administrative authorities.

13. **DISPUTE RESOLUTION.**

13.1. Other than those claims over which a regulatory agency has exclusive jurisdiction, all claims, regardless of legal theory, whenever brought and whether between the parties or between one of the parties to this Agreement and the employees, agents or affiliated businesses of the other party, shall be resolved by arbitration. A single arbitrator engaged in the practice of law and knowledgeable about telecommunications law shall conduct the arbitration in accordance with the then current rules of the American Arbitration Association ("AAA") unless otherwise provided herein. The arbitrator shall be selected in accordance with AAA procedures from a list of qualified people maintained by AAA. The arbitration shall be conducted in the regional AAA office closest to where the claim arose.

13.2. All expedited procedures prescribed by the AAA shall apply. The arbitrator's decision shall be final and binding and judgment may be entered in any court having jurisdiction thereof.

13.3. Other than the determination of those claims over which a regulatory agency has exclusive jurisdiction, federal law (including the provisions of the Federal Arbitration Act, 9 U.S.C. Sections 1-16) shall govern and control with respect to any issue relating to the validity of this Agreement to arbitrate and the arbitrability of the claims.

13.4. If any party files a judicial or administrative action asserting claims subject to arbitration, and another party successfully stays such action and/or compels arbitration of such claims, the party filing the action shall pay the other party's costs and expenses incurred in seeking such stay or compelling arbitration, including reasonable attorney's fees.

14. **LAWFULNESS.** This Agreement and the parties' actions under this Agreement shall comply with all applicable federal, state, and local laws, rules, regulations, court orders, and governmental agency orders. Any change in rates, charges or regulations mandated by the legally constituted authorities will act as a modification of any contract to that extent without further notice. This Agreement shall be governed by the laws of the state where Poles/Innerduct is provided. Nothing contained herein shall substitute for or be deemed a waiver of the parties' respective rights and obligations under applicable federal, state and local laws, regulations and guidelines, including (without limitation) Section 224 of the Communications Act of 1934, as amended (47 U.S.C. 224). The WSP represents that it is a certified Competitive Local Exchange Carrier or otherwise has the legal right, pursuant to 47 U.S.C. 224 to attach to Qwest's pole pursuant to the terms thereof. The WSP acknowledges that Qwest will rely on the foregoing representation, and that if such representation is not accurate, this Agreement shall be deemed void *ab initio*, except for Article 9 hereof, for which WSP shall remain fully liable.

15. **SEVERABILITY.** In the event that a court, governmental agency, or regulatory agency with proper jurisdiction determines that this Agreement or a provision of

this Agreement is unlawful, this Agreement, or that provision of the Agreement to the extent it is unlawful, shall terminate. If a provision of this Agreement is terminated but the parties can legally, commercially and practicably continue without the terminated provision, the remainder of this Agreement shall continue in effect.

16. GENERAL PROVISIONS.

- 16.1 Failure or delay by either party to exercise any right, power, or privilege hereunder, shall not operate as a waiver hereto.
- 16.2 This Agreement shall not be assignable by WSP without the express written consent of Qwest, which shall not be unreasonably withheld. Assignment of this Agreement by WSP to WSP's subsidiary or affiliate shall be presumed to be reasonable; provided, however, that WSP must obtain Qwest's consent in any event.
- 16.3 This Agreement benefits WSP and Qwest. There are no third party beneficiaries.
- 16.4 This Agreement constitutes the entire understanding between WSP and Qwest with respect to Service provided herein and supersedes any prior agreements or understandings.

The parties hereby execute and authorize this Agreement as of the latest date shown below:

WSP

Qwest Corporation

Signature

Signature

Name Typed or Printed
Printed

MATTHEW ROSSI

Name Typed or

Title

PRODUCT MANAGER

Title

Date

Date

Address for Notices

Address for Notices

Contact:
Phone:
FAX:

Qwest Corporation
1801 California, Rm. 2330
Denver, CO 80202

Contact: MATTHEW ROSSI
Phone: 303-896-5432
FAX: 303-896-9022

PULLING IN REPORT

This report is to be completed by the WSP when fiber cable is placed into innerduct.

Send to:

Brooke Bale, Qwest Corp
700 W Mineral, Rm IAF12
Littleton, CO 80120 (303-707-7598)

This is to advise you that pursuant to General Agreement No. _____
granted to us under the terms of the Innerduct Agreement dated _____, 20____
we have completed installation of the following cable into the following ducts.

Municipality

Location		Cable and Equipment
From <u>Manhole at</u> <u>Installed</u>	To <u>Manhole at</u>	

Name of WSP

By: _____
Title: _____

Receipt of the above report is hereby acknowledged _____, 20__.

Qwest Corporation

By: _____
Title: _____

1. Reports shall be submitted in duplicate.
2. A complete description of all facilities shall be given, including a print showing the locations, quantities, sizes and types of all cables and equipment.

3. Sketch to be furnished showing duct used. Must be same duct assigned to Licensee by Licensor as shown on Exhibit ____, unless a change has been previously authorized in writing by Licensor.

Return to:

In accordance with the terms and conditions of this Agreement between us, dated _____, 20____, notice is hereby given that the licenses covering occupancy of the following conduit are surrendered (and/or modified as indicated in Licensee's prior notification to Licensor, dated _____, 20____) effective _____.

[illegible]

Name of Co- Provider

By _____

Title _____

Total duct footage _____

EXHIBIT C

NOTIFICATION OF SURRENDER OR MODIFICATION
OF POLE ATTACHMENT ORDER BY WSP

WSP: _____

Return to:

Brooke Bale, Qwest Corp
700 W Mineral, Rm IAF12
Littleton, CO 80120

In accordance with the terms and conditions of the Agreement between Qwest and WSP, dated ____, 20__, notice is hereby given that the licenses covering attachments to the following poles and/or anchors, and/or utilization of anchor/guy strand is surrendered (or modified as indicated in WSP's prior notification to Qwest, dated ____, 20__) effective _____.

	POLE NO.	ASSOC. POLE NO.	LIC. NO. & DATE	SURRENDER OR MODIFICATION	DATE FAC. RMVD OR MODIFIED
1.		A A/GS -			
2.		A A/GS -			
3.		A A/GS -			
4.		A A/GS -			
5.		A A/GS -			
6.		A A/GS -			
7.		A A/GS -			
8.		A A/GS -			
9.		A A/GS -			

Date Notification Received _____

Date Modification Received _____

Name of WSP _____

By: _____

By: _____

Discontinued:

Poles _____

Anchors _____

Anchor/Guy Strands _____ Its: _____

**ATTACHMENT 4
FORM OF ACCESS AGREEMENT**

After recording, please return to:
Brooke Bale
700 W Mineral, Rm IAF12
Littleton, CO 80120

ACCESS AGREEMENT

THIS ACCESS AGREEMENT (this "Agreement") is made as of the ____ day of _____, 20__, by and between **QWEST CORPORATION**, a Colorado corporation, successor in interest to **U S WEST COMMUNICATIONS, INC.**, a Colorado corporation ("Grantor"), whose address is _____, and _____, a _____ ("Grantee"), whose address is _____.

RECITALS

A. This Agreement relates to certain real property (the "Property") located in the County of _____ (the "County"), State of _____ (the "State").

B. A copy of an agreement purporting to grant to Grantor certain rights to use the Property, as described therein (the "Easement Rights"), is attached as Exhibit A (the "Right of Way Agreement").

C. Pursuant to 42 U.S.C. §§ 224 and 251(b)(5), Grantor, as a Local Exchange Carrier, is required to provide access to rights-of-way to a requesting telecommunications carrier, as defined in 42 U.S.C. § 224. Grantee is a telecommunications carrier that has requested access to Grantor's Easement Rights. To comply with the aforementioned legal requirement, Grantor has agreed to share with Grantee its Easement Rights, if any, relating to the Property, to the extent Grantor may legally convey such an interest.

D. Subject to the terms and conditions set forth in this Agreement, Grantor has agreed to convey to Grantee, without any representation or warranty, the right to use the Easement Rights, and Grantee has agreed to accept such conveyance.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Grant of Right of Access. Grantor hereby conveys to Grantee and its Authorized Users (as defined below) a non-exclusive, perpetual right to access and use the Easement Rights, which right shall be expressly (a) subject to, subordinate to, and

limited by the Right of Way Agreement, and (b) subject to the terms and conditions hereof. As used in this Agreement, "Authorized Users" of Owner, Grantor and Grantee shall mean Owner, Grantor or Grantee, as applicable, their respective Affiliates and agents, licensees, employees, and invitees, including, without limitation, contractors, subcontractors, consultants, suppliers, public emergency vehicles, shipping or delivery vehicles, or construction vehicles. "Affiliates" means, with respect to any Person, any Person that controls, is controlled by or is under common control with such Person, together with its and their respective members, partners, venturers, directors, officers, stockholders, agents, employees and spouses. A Person shall be presumed to have control when it possesses the power, directly or indirectly, to direct, or cause the direction of, the management or policies of another Person, whether through ownership of voting securities, by contract, or otherwise. "Person" means an individual, partnership, limited liability company, association, corporation or other entity.

2. Grantor's Reserved Rights. Grantor reserves to itself and its Authorized Users the right to use the Easement Rights for any purpose not incompatible with the rights conveyed to Grantee by this Agreement.

3. Conditions Precedent to Effectiveness of Agreement. This Agreement is expressly conditioned on the following:

a. Recordation of Agreement. If the Right-of-Way Agreement has been publicly recorded, Grantee shall be responsible for assuring that the Agreement is in appropriate form for recording in the real property records of the County, shall pay for the recording thereof, and shall provide a copy of the recorded Agreement to Grantor at the address set forth above. A legible copy of the Right of Way Agreement must be attached to the Agreement when recorded or the Agreement shall not be effective.

b. Payment of Costs and Expenses. Grantee shall pay to or reimburse Grantor for all costs and expenses, including reasonable attorneys' fees, relating to Grantor's execution and delivery of this Agreement.

4. Grantee's Representations and Warranties. Grantee represents and warrants to Grantor that:

a. Authority. Grantee is a _____, duly formed and validly existing under the laws of the State of _____. All necessary action has been taken by Grantee to execute and deliver this Agreement and to perform the obligations set forth hereunder. Grantee is a "telecommunications carrier" as that term is defined in 42 U.S.C. § 224.

b. Due Diligence. Grantee acknowledges and agrees that neither Grantor nor any agent, employee, attorney, or representative of Grantor has made any statements, agreements, promises, assurances, representations, or warranties, whether in this Agreement or otherwise and whether express or implied, regarding the Right of Way Agreement or the Easement Rights or the assignability or further granting thereof, or title to or the environmental or other condition of the Property. Grantee further acknowledges and agrees that Grantee has examined and investigated to its full satisfaction the physical nature and condition of the Property and the Easement Rights and that it is acquiring the

Easement Rights in an "AS IS, WHERE IS" condition. Grantee expressly waives all claims for damages by reason of any statement, representation, warranty, assurance, promise or agreement made, if any.

5. Grantee's Covenants.

a. Compliance with Right of Way Agreement. Grantee agrees that the rights granted by Grantor hereunder are expressly subject to, subordinate to, and limited by the Right of Way Agreement, and Grantee further agrees to comply in all respects with the terms and conditions of the Right of Way Agreement as they apply to the holder or user of the Easement Rights. In the event Grantee fails to observe or perform any of its obligations under the Right of Way Agreement, Grantor shall have the right, but not the obligation, to perform or observe such obligation to the extent that such obligation can be observed or performed by Grantor.

b. Compliance with Laws. Grantee agrees to use the Property and the Easement Rights in compliance with all applicable laws.

c. No Further Grant. Grantee shall not grant to any Person other than Grantee's Authorized Users the right to use the Easement Rights without the prior written consent of Grantor, which consent may be granted or withheld in Grantor's sole discretion.

d. Non-Interference. Grantee agrees that it will not interfere with Grantor's or Grantor's Authorized Users' use of the Easement Rights and will not take any action or fail to take any action that would negatively affect the Easement Rights or cause or contribute to the termination of the Right of Way Agreement.

6. Indemnification. Grantee hereby agrees to indemnify, defend and hold Owner, Grantor and their respective Affiliates harmless from and against any and all claims, judgments, damages, liabilities, penalties, fines, suits, causes of action, costs of settlement, and expenses (including, without limitation, reasonable attorneys' fees) which may be imposed upon or incurred by Grantor or its Authorized Users, or any of them, arising from, relating to or caused by Grantee's breach of this Agreement or the use, or the use by any of Grantee's Authorized Users, of the Easement Rights. In addition to the indemnity obligations described above, in the event that any act or omission of Grantee or Grantee's Authorized Users causes, directly or indirectly, and without reference to any act or omission of Owner, Grantor or their respective Authorized users, the termination or revocation of the Easement Rights, Grantee shall be liable to Grantor for all costs incurred in connection with (a) acquiring replacement Easement Rights over the Property or over other suitable Property, as determined in Grantor's sole judgment (the "Replacement Easement"), (b) the fully-loaded cost of constructing replacement facilities over the Replacement Easement, (c) the cost of removing its facilities and personal property from the Property, if required by the Right of Way Agreement, and (d) any other costs of complying with the Right of Way Agreement, including, without limitation, reasonable attorneys' fees. Grantee shall pay all such amounts within ten (10) days of receipt of any invoice for such costs delivered to Grantee by Owner, Grantor or their respective Authorized Users.

7. Condemnation. If any action is taken whereby the Right of Way Agreement or any part of the Easement Rights are terminated, relocated or otherwise affected, by any taking or partial taking by a governmental authority or otherwise, then such any compensation due or to be paid to the holder of the Easement Rights due to such occurrence shall belong solely to Grantor.

8. Severable Provisions. If any term of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

9. Default; Remedies. (a) If Grantee files a petition in bankruptcy, or a petition is bankruptcy is filed against Grantee, which is not dismissed on or before fifteen (15) days after such filing, or (b) in the event of Grantee's breach or threatened breach of any term, covenant or condition of this Agreement, then Grantor shall have, in addition to all other legal and equitable remedies, the right to (x) terminate this Agreement, (y) enforce the provisions hereof by the equitable remedy of specific performance, or (z) enjoin such breach or threatened breach by injunctive action, all without the necessity of proof of actual damages or inadequacy of any legal remedy. Grantee agrees to pay all costs of enforcement of the obligations of Grantee hereunder, including reasonable attorneys' fees and all costs of suit, in case it becomes necessary for Grantor to enforce the obligations of Grantee hereunder, whether suit be brought or not, and whether through courts of original jurisdiction, as well as in courts of appellate jurisdiction, or through a bankruptcy court or other legal proceedings.

10. Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be assigned at any time in whole or in part by Grantor.

11. No Dedication. Nothing contained in this Agreement shall constitute a gift or dedication of any portion of the Easement Rights to the general public or for any public purpose whatsoever. There are no intended third-party beneficiaries to this Agreement.

12. Grantor's Waiver of Confidentiality. If the Right of Way Agreement is not publicly recorded, Grantor hereby grants a limited waiver of any right to keep the terms and conditions of the Right of Way Agreement confidential, except for any dollar amounts in the Right of Way Agreement, which rights Grantor expressly reserves, and subject to Grantee's and Owner's compliance with the terms and conditions in this paragraph. In all instances, Grantee will use the Right of Way Agreement only for the following purposes: (a) to determine whether Grantor has ownership or control over duct, conduits, or rights-of-way within the property described in the Right of Way Agreement; (b) to determine the ownership of wire within the property described in the Right of Way agreement; or (c) to determine the demarcation point between Grantor facilities and the Owner's facilities in the property described in the agreement. Grantee further agrees that Grantee shall not disclose the contents, terms, or conditions of any agreement provided pursuant to Section 10.8 to any Grantee agents or employees engaged in sales, marketing, or product management efforts on behalf of Grantee. Grantor's waiver of rights, subject to the limitations set forth above, is intended to be effective whether or not such right to confidentiality is expressly set forth in the Right of Way Agreement or elsewhere or may have been agreed to orally, and so long as Grantee and Owner comply with the conditions set forth above, Grantor further covenants not to assert any claim or commence any action, lawsuit, or other legal proceeding against Owner or Grantee, based upon or arising out of Grantor's alleged right to confidentiality relating to the Right of Way Agreement, except in the event of disclosure of dollar amounts in the Right of Way Agreement. Grantor's waiver is expressly conditioned on Owner's waiver of Owner's confidentiality rights, as set forth in the Consent to Disclosure form, which is a part hereof, or Grantee's provision to Grantor of a legally binding and satisfactory agreement to indemnify Grantee in the event of any legal action arising out of Owner's provision of a non-recorded agreement to Grantee. In the event that , the person executing the Consent to Disclosure form does not have the legal right to bind the Owner, Grantor reserves the right to maintain an action for damages, including, without limitation, consequential damages, arising from such improper execution against any Person improperly executing the Consent to Disclosure form. In any event, Grantor reserves its right to (a) to enforce the confidentiality provisions of the Right of Way Agreement as to any dollar amounts set forth in such Right of Way Agreements, and/or (b) to maintain an action for damages, including, without limitation, consequential damages, arising from the disclosure of the dollar amounts in any Right of Way Agreement, against any party, including, without limitation, against Grantee or against any Person improperly executing the Consent to Disclosure form.

13. Notices. All notices to be given pursuant to this Agreement shall be deemed delivered (a) when personally delivered, or (b) three (3) business days after being mailed postage prepaid, by United States certified mail, return receipt requested, or (c) one business day after being timely delivered to an overnight express courier service such as Federal Express which provides for the equivalent of a return receipt to the sender, to the above described addresses of the parties hereto, or to such other address as a party may request in a writing complying with the provisions of this Section.

14. Modification; Counterparts. This Agreement may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective, except by an instrument in writing and signed by the party against whom enforcement of any amendment, modification, change or waiver is sought. This Agreement may be executed in any number of counterparts, all of which shall constitute but one and the same document.

15. Controlling Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

16. Waiver of Jury Trial. THE PARTIES HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT OF APPLICABLE LAW, ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

[Signature pages follow]

EXECUTED as of the date first written above.

GRANTOR:

Witnessed by: _____

QWEST CORPORATION, a Colorado
corporation, successor in interest to
U S WEST COMMUNICATIONS, INC.,
a Colorado corporation

By: _____

Name: _____

Title: _____

STATE OF _____)

) ss:

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of
_____, 20__, by _____ as
_____ of QWEST CORPORATION, a
Colorado corporation.

Witness my hand and official seal.

(SEAL)

Notary Public

My Commission Expires: _____

EXECUTED as of the date first written above.

GRANTEE:

Witnessed by: _____, a

By: _____

Name:

Title:

STATE OF _____

)

) ss:

COUNTY OF _____

)

The foregoing instrument was acknowledged before me this ____ day of
_____, 20__, by _____ as
_____ of
_____, a _____.

Witness my hand and official seal.

(SEAL)

Notary Public
My Commission Expires:

CONSENT TO DISCLOSURE

THE UNDERSIGNED, _____, a
_____ ("Owner"), whose address is _____, hereby
consents to the terms of the following paragraphs regarding the agreement described or
entitled as _____ between Qwest Corporation,
formerly U S WEST Communications, Inc. ("Qwest") and Owner for the property located
at _____ ("Property") that provides Qwest with access to
Owner's Property (the "Agreement").

FOR TEN DOLLARS (\$10) and other good and valuable consideration, the
receipt and sufficiency of which are hereby acknowledged, Owner agrees as follows:

1. Title to Property. Owner represents and warrants either (a) that Owner is the owner of fee title to the Property described in the Agreement or, if no description of the Property is given in the Agreement, then (b) that Owner is the grantor, or the successor to or assignee of the grantor, of the easement rights, if any, under the Agreement. Owner further represents and warrants that Owner has the legal right to execute this Consent to Disclosure, including, without limitation, the right to waive the confidentiality of the Agreement as set forth in paragraph 3 of this Consent to Disclosure.
2. Owner's Acknowledgments. Owner expressly acknowledges that (a) this is a legal document that may affect Owner's rights and Owner was given the opportunity to have the Agreement and this Consent to Disclosure reviewed by Owner's attorney; and (b) Owner, by signing this Consent to Disclosure, waives any rights it may have to keep the terms and provisions of the Agreement confidential.
3. Owner's Waiver of Confidentiality. Owner hereby waives any right it may have to keep the terms and conditions of the Agreement confidential, whether or not such right to confidentiality is expressly set forth in the Agreement or elsewhere or may have been agreed to orally, subject to the compliance of the competitive local exchange carrier ("WSP") with the requirements of paragraph 5. Owner further covenants not to assert any claim or commence any action, lawsuit, or other legal proceeding against Qwest or WSP presenting this Consent to Disclosure, based upon or arising out of Owner's alleged right to confidentiality relating to the Agreement. Owner's consent to disclosure applies only to the Agreement that is described in this Consent to Disclosure form and only to the undersigned WSP.
4. Qwest's Waiver of Confidentiality. Qwest represents and warrants that it is granting a limited waiver of its confidentiality rights that permits WSP to review the Agreement subject to WSP's compliance with the requirements of paragraph 5 and Qwest's right to redact all dollar amounts set forth in the Agreement. Qwest's consent to disclosure applies only to the Agreement that is described in this Consent to Disclosure form and only to the undersigned WSP.
5. WSP's Obligations. WSP shall use the Agreement exclusively for the following purposes and for no other purpose whatsoever:

- (a) to determine whether Qwest has ownership or control over duct, conduits, or rights-of-way within the Property described in the Agreement; or
- (b) to determine the ownership of wire within the Property described in the Agreement; or
- (c) to determine the demarcation point between Qwest facilities and the Owner's facilities in the Property described in the Agreement.

WSP further agrees that WSP shall not disclose the contents, terms, or conditions of the Agreement to any WSP agents or employees engaged in sales, marketing, or product management efforts on behalf of WSP.

6. Acknowledgement of Limitation on Waivers. **Owner understands that Qwest does not agree to waive the confidentiality of the dollar amounts set forth in any Agreement, and acknowledges that Owner has no right to provide copies of such Agreements to any party unless Owner has completely deleted the dollar amounts. Owner shall not provide a copy of the Agreement unless Owner has completely deleted all dollar amounts. Whether provided by Owner or Qwest, WSP shall comply with the conditions set forth in paragraph 5.**

7. Notices. All notices to be given pursuant to this Agreement shall be deemed delivered (a) when personally delivered, or (b) three (3) business days after being mailed postage prepaid, by United States certified mail, return receipt requested, or (c) one business day after being timely delivered to an overnight express courier service such as Federal Express which provides for the equivalent of a return receipt to the sender, to the above described addresses of the parties hereto, or to such other address as a party may request in a writing complying with the provisions of this Section.

EXECUTED as of the date first written above.

OWNER:

WSP:

EXHIBIT 1

Right of Way Agreement

(This represents the ROW agreement between the

EXHIBIT F – Special Request Process

1. The Special Request Process shall be used for the following requests:
 - 1.1 Requesting specific product feature(s) be made available by Qwest that are currently available in a switch, but which are not activated.
 - 1.2 Requesting specific product feature(s) be made available by Qwest that are not currently available in a switch, but which are available from the switch vendor
 - 1.3 Requesting a combination of Unbundled Network Elements that is a combination not currently offered by Qwest as a standard product and:
 - 1.3.1 that is made up of UNEs that are defined by the FCC or the Commission as a network element to which Qwest is obligated to provide unbundled access, and;
 - 1.3.2 that is made up of UNEs that are ordinarily combined in the Qwest network.
 - 1.4 Requesting an Unbundled Network Element that does not require a technical feasibility analysis and has been defined by the FCC or the State Commission as a network element to which Qwest is obligated to provide unbundled access, but for which Qwest has not created a standard product, including, but not limited to, OC-192 (and such higher bandwidths that may exist) UDIT, EEL between OC-3 and OC-192 and new varieties of subloops.
2. Any request that requires an analysis of Technical Feasibility shall be treated as a Bona Fide Request (BFR), and will follow the BFR Process set forth in this Agreement. If it is determined that a request should have been submitted through the BFR process, Qwest will consider the BFR time frame to have started upon receipt of the original Special Request application form.
3. A Special Request shall be submitted in writing and on the appropriate Qwest form, which is located on Qwest's website.
4. Qwest shall acknowledge receipt of the Special Request within two (2) business days of receipt.
5. Qwest shall respond with an analysis, including costs and timeframes, within fifteen (15) business days of receipt of the Special Request. In the case of UNE Combinations, the analysis shall include whether the requested combination is a combination of network elements that are ordinarily combined in the Qwest network. If the request is for a combination of network elements that are not ordinarily combined in the Qwest network, the analysis shall indicate to WSP that it should use the BFR process if WSP elects to pursue its request.
6. Upon request, Qwest shall provide WSP with Qwest's supporting cost data and/or studies for Unbundled Network Elements that WSP wishes to order within seven (7) business days, except where Qwest cannot obtain a release from its vendors within seven (7) business days, in which case Qwest will make the data available as soon as Qwest receives the vendor release. Such cost data shall be treated as Confidential Information, if requested by Qwest under the non-disclosure sections of this Agreement.

Exhibit I – Individual Case Basis

1. This Agreement contains references to both ICB rates and ICB intervals. The purpose of this exhibit is to identify how WSP's ICB requests – whether they be for rates or intervals – are processed through and by Qwest.
2. ICB Rate Intervals
 - 2.1 For those products and services identified in the Agreement that contain a provision for ICB rates, Qwest will provide WSP with a written quote of the ICB rate within twenty (20) business days unless a specific interval for providing the quote is either contained in the Agreement or this Exhibit.
 - 2.2 The purpose of this subsection is to identify those circumstances when the generic twenty (20) business day interval in the aforementioned subsection to this Exhibit does not apply. In these specified circumstances, Qwest shall provide WSP with an ICB quote within the stated specific intervals:
 - 2.2.1 Quotes for all Bona Fide Requests (BFR) shall be provided in accord with Section 17.
 - 2.2.2 Quotes for all Special Request Processes (SRP) shall be provided in accord with Exhibit F.
 - 2.2.3 Quotes for all collocation requests, regardless of the type of collocation, shall be provided in accord with the Section 8 interval.
 - 2.2.4 Quotes for all Field Connection Point requests shall be provided in accord with Section 9.3.
 - 2.2.5 Quotes for all Advanced Intelligent Network (AIN) requests shall be provided in accord with Section 9.
 - 2.3 Upon request, Qwest shall provide WSP with Qwest's supporting cost data and/or cost studies for the Unbundled Network Element or service that WSP wishes to order within seven (7) business days, except where Qwest cannot obtain a release from its vendors within seven (7) business days, in which case Qwest will make the data available as soon as Qwest receives the vendor release. Consistent with the terms and conditions of any applicable vendor contract or agreement, Qwest shall diligently pursue obtaining the release of cost information as soon as reasonably possible. To the extent consistent with the terms and obligations of any applicable vendor contract or agreement, Qwest shall request the release of vendor cost information when Qwest communicates with the vendor(s) when Qwest seeks a quote for the costs of the ICB project. Such cost data shall be treated as confidential information if requested by Qwest under the non-disclosure sections of this Agreement.

3. ICB Provisioning Intervals

- 3.1 For those products and services provided pursuant to this Agreement that contain a provision for ICB interval but do not contain a specific provision for when the ICB interval shall be provided, the ICB interval shall be provided within twenty (20) business days of receipt of the order, request or application.
- 3.2 For ICB intervals for those products and services that require negotiated project time lines for installation, such as 2/4 wire analog loop for more than twenty-five (25) loops, the Qwest representative, authorized to commit to intervals, shall meet with WSP's representative within seven (7) business days of receipt of the request from WSP to negotiate intervals.

Exhibit J

Election of Reciprocal Compensation Option

Pursuant to the election in this Exhibit J of this Agreement, the Parties agree to exchange Local Traffic, per section 6.3.6.3.

WSP must select either 1. OR 2.

1. The rates applicable to Local Traffic between Qwest and WSP shall be the same as the rates established in ISP-bound traffic pursuant to Section 6.3.10.2.3. Such rate for ISP-bound traffic will apply to Local Traffic in lieu of End Office Call Termination rates, and Tandem Switched Transport rates.

Signature _____

Print Name: _____

2. Compensation rate for Local Traffic shall be as established by the Commission. The Parties shall cooperate in establishing a process by which Local Traffic and ISP-bound traffic will be identified in order to compensate one another at the appropriate rates and in a prompt manner (See §6.3.11).

Signature _____

Print Name: _____

Following must be populated to ensure accurate billing:

ACNA _____

ACNA _____

ACNA _____

ACNA _____

When the FCC ordered rate for ISP-bound traffic is applied to Local Traffic, the FCC Ordered ISP rate is used in lieu of End Office call termination and Tandem Switched Transport rate elements.

EXHIBIT L

ADVICE ADOPTION LETTER

Director of Interconnection Compliance
C/O Heidi Higer
Qwest
1801 California, Room 2410
Denver, CO 80202

Re: Qwest Corporation ("Qwest") New Product: _____

Dear Sir or Madam:

By its signature below, _____ ("WSP") hereby agrees to be bound by the rates, terms and conditions that Qwest has offered for the New Qwest Product identified above as an amendment to its Interconnection Agreement with Qwest for the state(s) of _____.

WSP certifies that the rates, terms, and conditions contained on Attachment A (attached hereto) are the rates, terms and conditions contained on Qwest's web site that have been provided for the New Product identified above.

WSP

By: _____

Title: _____

Date: _____

EXHIBIT M

INTERIM ADVICE ADOPTION LETTER

Director of Interconnection Compliance
C/O Heidi Higer
Qwest
1801 California, Room 2410
Denver, CO 80202

Re: Qwest Corporation ("Qwest") New Product: _____

Dear Sir or Madam:

By its signature below, _____ ("WSP") hereby agrees to be bound by the rates, terms and conditions that Qwest has offered and provided on its Web Site for the New Qwest Product identified above as an interim amendment to its Interconnection Agreement with Qwest for the state(s) of _____.

WSP certifies that the rates, terms, and conditions contained on Attachment A (attached hereto) are the rates, terms and conditions that have been provided for the New Product identified above.

Qwest acknowledges that WSP believes that the rates, terms and conditions for the Qwest New Product should be altered and that WSP enters into this Interim Advice Adoption Letter with the express intention to renegotiate the rates, terms and conditions associated with the Qwest New Product pursuant to the terms of Section 1.7.1.2 of the Agreement. WSP enters into this Interim Advice Adoption Letter without prejudice to or waiver of any of its rights to challenge the terms and conditions of this Interim Advice Adoption Letter under the Interconnection Agreement, the Act, FCC or state Commission rules.

WSP

By: _____

Title: _____

Date: _____