

AT&T Wholesale Agreement

Contract Number: 8785

CELLULAR/PCS INTERCONNECTION AGREEMENT

by and between

Flat West Wireless, LLC d/b/a Cleartalk

and

Pacific Bell Telephone Company d/b/a AT&T California

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CELLULAR PCS INTERCONNECTION AGREEMENT

This Agreement is by and between Pacific Bell Telephone Company d/b/a AT&T California (“Telco”) and Flat West Wireless, LLC d/b/a Cleartalk (“Carrier”) for interconnection between Telco and Carrier under Sections 251 and 252 of the Act.

WHEREAS, Telco is a Local Exchange Carrier authorized to provide such services in all or portions of the States listed in Appendix States (Wireless); and

WHEREAS, Carrier holds authority from the Federal Communications Commission to operate as Cellular and broadband PCS service providers holding licenses to provide these services in all or part of the States listed in Appendix States (Wireless); and

WHEREAS, the Parties desire to enter into an agreement for the interconnection of their networks within the portions of the States served by their respective networks and the exchange of traffic for the provision of telecommunications services pursuant to the Telecommunications Act of 1996 and other applicable federal, state and local laws;

WHEREAS, in entering into this Agreement, the Parties acknowledge and agree that neither Party waives, and each Party expressly reserves, any of its rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in this Agreement, with respect to any orders, decisions, legislation, or proceedings and any remands by the FCC, state utility commission, court, legislature, or other governmental body including, without limitation, any such orders, decisions, legislation, proceedings, and remands which were issued, released or became effective prior to the Effective Date of this Agreement, or which the Parties have not yet fully incorporated into this agreement or which may be the subject of further government review, and

WHEREAS the Parties understand AT&T Inc.’s operational support systems (OSS) and technical capabilities vary from one state to another across AT&T Inc.’s twenty-two states. This Agreement attempts to conform a Texas interconnection agreement to comply with Telco’s OSS and technical capabilities in the State of California. To the extent provisions in the original agreement have not been modified in this Agreement and are inconsistent with the OSS and technical capabilities in the State of California, Telco shall provide such services, to the extent applicable in accordance with the terms and conditions set forth in its then current interconnection agreement; and

WHEREAS, the amendments attached to this agreement have been sequentially numbered, regardless of whether signed or unsigned, and carry the effective date of the Agreement, unless otherwise stated, and

WHEREAS, to the extent any rate, term or condition contained in any amendment attached hereto as of the Effective Date conflicts with any language in the underlying contract or any other amendment, the rate, term or condition set forth in the higher numbered amendment shall prevail; and

NOW, THEREFORE, the Parties hereby agree as follows:

- A. The foregoing Recitals are hereby incorporated into and made a part of this Agreement.

1. DEFINITIONS

- 1.1. For purposes of this Agreement, including any and all Appendices and other attachments, the terms set forth below are defined as follows. Unless the context clearly indicates otherwise, any term defined or used in the singular will include the plural. The words "will" and "shall" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other will not mean a different degree of right or obligation for either Party. A defined word intended to convey its special meaning is capitalized when used. Other terms that are capitalized and not defined in this Agreement will have the meaning in the Act or, in the absence of their inclusion in the Act, their customary usage in the telecommunications industry as of the Effective Date of this Agreement.
- 1.2. "Act" means the Communications Act of 1934, 47 U.S.C. § 151 et seq., as amended by the Telecommunications Act of 1996, and as interpreted from time to time in the duly authorized rules and regulations of the FCC or the Commission and as further interpreted in any judicial review of such rules and regulations.
- 1.3. "Affiliate" is as defined in the Act.
- 1.4. "Ancillary Services" means services such as directory assistance, N11 codes, operator services, the 700, 8YY, and 900 SAC Codes, Switched Access Services, and 976 service. Enhanced 911 ("E911") is not an Ancillary Service.
- 1.5. "Ancillary Services Connection" means a one way, mobile to land Type 1 interface used solely for delivery of Ancillary Services traffic.
- 1.6. "Answer Supervision" means an off-hook supervisory signal sent by the receiving Party's Central Office Switch to the sending Party's Central Office Switch on all Completed Calls after address signaling has been completed.
- 1.7. "Applicable Laws" means all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, tariffs and approvals, including without limitation those relating to the environment or health and safety, of any Governmental Authority that apply to the Parties or the subject matter of this Agreement.
- 1.8. "Authorized Services" means those broadband PCS, Cellular, and incidental services thereto that Carrier may lawfully provide pursuant to Applicable Laws, including the Act, as amended, and that are considered to be CMRS.
- 1.9. "Trunk" or "Trunk Group" means the switch port interface(s) used and the communications path created to connect Carrier's network with Telco's network for the purpose of exchanging Authorized Services calls between the parties.

- 1.10. "Bellcore" means Telcordia Technologies, Inc.
- 1.11. "Business Day" means Monday through Friday, excluding holidays on which Telco does not provision new retail services and products.
- 1.12. "CCS" means Common Channel Signaling, which is the signaling system developed for use between switching systems with stored-program control, in which all of the signaling information for one or more Trunk Groups is transmitted over a dedicated high-speed data link rather than on a per-Trunk basis and, unless otherwise agreed by the Parties, the CCS used by the Parties shall be Signaling System 7 ("SS7").
- 1.13. "Central Office Switch" means a switch, including, but not limited to an End Office Switch, a Tandem Switch, an MSC, and/or a combination End Office/Tandem Switch.
- 1.14. "Claim" means any pending or threatened claim, action, proceeding or suit.
- 1.15. "CMRS" means Commercial Mobile Radio Service as defined by the FCC and the Commission.
- 1.16. "Commission" means the applicable State agency with regulatory authority over Telecommunications.
- 1.17. "Completed Call" means a call that is delivered by one Party to the other Party and for which a connection is established after Answer Supervision.
- 1.18. "Conversation MOU" means the minutes of use where both Parties' equipment is used for a Completed Call, measured from the receipt of Answer Supervision to the receipt of Disconnect Supervision.
- 1.19. "Control Office/NOC" means a center or office designated as a single point of contact for the maintenance of a Party's portion of a Facility or a Trunk.
- 1.20. "Customer" means the end user purchaser of Telecommunications Services from Telco or Carrier. As used herein, the term "Customer" does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.
- 1.21. "Day" means calendar Day unless "Business Day" is specified.
- 1.22. "Disconnect Supervision" means an on-hook supervisory signal sent at the end of a Completed Call.
- 1.23. "End Office Switch" is a switch that routes based on dialed digits to which Customers' are directly connected and from which Exchange Services are directly provided.

- 1.24. “ESP/ISP” means a provider of enhanced services (defined at 47 C.F.R. §64.702(a)) and/or information services (defined in the Act at Section 3(20)), and includes an Internet Service Provider, which is an entity that provides its customers the ability to obtain on-line information through the Internet. See *In re Implementation of the Local Competition Provisions in the Telecommunications Act of 1996*, CC Docket No. 96-98, Declaratory Ruling, paragraph 4.
- 1.25. “Exchange Service” means Telephone Exchange Service as defined in the Act.
- 1.26. “Facility” means the wire, line, circuit and/or cable used to transport traffic between the Parties' respective networks.
- 1.27. “FCC” means the Federal Communications Commission.
- 1.28. “Governmental Authority” means any federal, state, local, foreign, or international court, government, department, commission, board, bureau, agency, official, or other regulatory, administrative, legislative, or judicial authority with jurisdiction over the subject matter at issue.
- 1.29. “Intellectual Property” means copyrights, patents, trademarks, trade secrets, mask works and all other intellectual property rights.
- 1.30. “Interconnection” is as defined in the Act.
- 1.31. “IXC” means Interexchange Carrier, a carrier other than a CMRS provider or a LEC that provides, directly or indirectly, interLATA and /or intraLATA for hire Telecommunications Service.
- 1.32. “InterMTA Traffic” means traffic to or from Carrier's network that originates in one MTA and terminates in another MTA, and is carried across the MTA boundary on Carrier's network.
- 1.33. “LATA” means Local Access and Transport Area as defined in the Act.
- 1.34. “LEC” means a Local Exchange Carrier as defined in the Act.
- 1.35. “LERG” means Local Exchange Routing Guide, a Bellcore Reference Document used by Telecommunications Carriers to identify NPA-NXX routing and homing information as well as network element and equipment designations.
- 1.36. “Local Calls” for the purpose of reciprocal compensation, are Authorized Services Completed Calls that originate on either Party's network, that terminate on the other Party's network, that are exchanged directly between the Parties and that, at the beginning of the call, originate and terminate within the same MTA.
- 1.37. “Loss” or “Losses” means any and all losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees).

- 1.38. “MTA” means “Major Trading Area”, as defined in 47 C.F.R. § 24.202(a).
- 1.39. “MSC” means the Mobile Switching Center used by Carrier in performing, *inter alia*, originating and terminating functions for calls to or from Carrier’s Customers.
- 1.40. “NANP” means North American Numbering Plan, the system of telephone numbering employed in the United States, Canada, and certain Caribbean countries.
- 1.41. “NPA” means Numbering Plan Area, referred to as an area code and the three digit indicator that is defined by the “A”, “B” and “C” digits of a 10-digit telephone number within the NANP.
- 1.42. “Number Portability” is as defined in the Act and the applicable rules, regulations, orders and rulings of the FCC or the Commission.
- 1.43. “NXN” means the three digit switch entity indicator that is defined by the “D”, “E”, and “F” digits of a 10-digit telephone number within the NANP. Each NXN generally contains 10,000 numbers.
- 1.44. “Paging Traffic” means traffic to Carrier’s network that results in the sending of a paging message over a paging or narrowband PCS frequency licensed to Carrier.
- 1.45. “Party” means either Telco or Carrier. “Parties” means both Telco and Carrier.
- 1.46. “PNP” means Permanent Number Portability, that is, a long-term solution to provide Number Portability for all Customers consistent with the Act and the rules, regulations, orders and rulings of the FCC and the Commission.
- 1.47. “POI” means Point of Interconnection, or the physical location at which the Parties’ networks meet for the purpose of establishing Interconnection. POIs include a number of different technologies and technical interfaces based on the Parties mutual agreement.
- 1.48. “Rate Center” means a specific geographic point and corresponding geographic area that have been identified by a LEC. NPA-NXXs that have been assigned to a Telecommunications Carrier for its provision of Exchange Services are associated by the Telecommunications Carrier with specific Rate Centers for the purpose of rating calls placed by LEC customers.
- 1.49. “Rating Point” means the vertical and horizontal (“V&H”) coordinates assigned to a Rate Center and associated with a particular telephone number for rating purposes. The Rating Point must be in the same LATA as the Routing Point of the associated NPA-NXX as designated in the LERG, but need not be in the same location as that Routing Point.
- 1.50. “Routing Point” means the V&H coordinates that a Telecommunications Carrier has designated as the destination for traffic inbound to services provided by that Telecommunications Carrier that bear a certain NPA-NXX designation. The Routing

Point need not be the same as the Rating Point, but it must be in the same LATA as the Rating Point. Central Office Switches are Routing Points for traffic to end users identified by numbers drawn from NPA-NXX designations, as stated in the LERG. Where Carrier has not established Routing Points for its Dedicated NPA-NXXs in its own network, the Routing Point shall be the Telco Tandem Switch where traffic to Telco NXXs in the same NPA is homed.

- 1.51. "SAC Code" means Service Access Code, a non-geographic NPA typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas, for example 500, Toll Free Service NPAs (8YY), 700 and 900.
- 1.52. "State" means the state(s) individually for which the Parties intend to Interconnect under this Agreement, as listed on Appendix -- State (Wireless). Although this Agreement may apply to more than one state, it shall be applied separately as to each covered state, and tariff references shall be to the tariffs that apply to operations in the particular state.
- 1.53. "Switched Access Services" means an offering of access to Telco's network for the purpose of the origination or the termination of traffic from or to Exchange Service customers in a given area pursuant to a Switched Access Services tariff. Switched Access Services include: Feature Group A ("FGA"), Feature Group B ("FGB"), Feature Group D ("FGD"), Toll Free Service and 900 access.
- 1.54. "Tandem Switch" means an access tandem switch or other tandem switch equipped to provide Interconnection between CMRS providers and LECs that is used to connect and switch traffic between and among Central Office Switches and other Telecommunications Carriers' networks for the purpose of providing Exchange Service and Switched Access Services.
- 1.55. "Telecommunications Carrier" is as defined in the Act.
- 1.56. "Telecommunications Service" is as defined in the Act.
- 1.57. "Toll Free Service" means service provided with a dialing sequence that invokes toll-free (i.e., 800-like) service processing. Toll Free Service includes calls to the Toll Free Service 8YY NPA SAC Codes.
- 1.58. "Transiting Service" means switching and intermediate transport of traffic through the use of a LERG identified tandem switch operated by one Party to this Agreement. This service provides connectivity between the other Party to this Agreement and other third party carriers. The Party providing Transiting Service neither originates nor terminates the traffic on its network while acting as an intermediary.
- 1.59. "Transit Traffic" means traffic handled by a Telecommunications Carrier when providing Transiting Service.

- 1.60. "Trunk Side" refers to a Central Office Switch interface that is capable of, and has been programmed to treat the Facility as connecting to another switching entity, for example, another Central Office Switch. A Trunk Side interface offers those transmission and signaling features appropriate for the connection of switching entities and cannot be used for the direct connection of ordinary telephone station sets.
- 1.61. "Type 1" means a type of Trunk interface as technically defined in Bellcore Technical Reference GR-145-CORE and TA-NPL-000912 as Trunk Side Message Trunk (TSMT) and as provided in accordance with this Agreement. Type 1 is a two or four wire one way or two way Trunk connection between Carrier's network and Telco's End Office Switch.
- 1.62. "Type 2A" means a type of Trunk interface as technically defined in Bellcore Technical Reference GR-145-CORE and as provided in accordance with this Agreement.
- 1.63. "Type 2B" means a type of Trunk interface as technically defined in Bellcore Technical Reference GR-145-CORE and as provided in accordance with this Agreement.
- 1.64. "Wire Center" denotes a building or space within a building that serves as an aggregation point on a given Telecommunication Carrier's network, where transmission Facilities are connected and switched. Telco's Wire Center can also denote a building in which one or more Central Office Switches, used for the provision of Exchange Services and Switched Access Services, are located.
- 1.65 "AT&T Inc." means the holding company which directly or indirectly owns the following ILECs: BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina, and AT&T Tennessee; Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.

2. INTERCONNECTION

- 2.1. Technical Provisions. This Section provides for the physical connection of Carrier's and Telco's networks within the State for the transmission and routing of Telco to Carrier and Carrier to Telco Authorized Services traffic consistent with the requirements of 47 C.F.R. § 51.305. Telco and Carrier will physically connect their networks and exchange traffic originating from or terminating to the other Party's

Customers over their networks in connection with Carrier's Authorized Services in accordance with the provisions of this Agreement. This Agreement is not intended to allow for the exchange of Paging Traffic between the Parties' respective networks. If the Parties have Paging Traffic to exchange, a separate interconnection agreement must be negotiated to address that traffic.

- 2.1.1. Authorized Services Interconnection. Authorized Services Interconnection shall be available at the trunk side of a Telco End Office Switch and at the trunk connection points for a Telco Tandem Switch. Authorized Services Interconnection shall also be provided at other technically feasible points in Telco's network at the request of Carrier and subject to the negotiation of acceptable provisioning arrangements and compensation arrangements that will provide for the recovery of Telco's costs of providing such Interconnection to the extent that such recovery is due. The Parties will attach or incorporate as amendments to this Agreement technical descriptions and if required, descriptions of associated compensation arrangements to cover any such additional Interconnection.
- 2.1.2. Type 2. Carrier will obtain from the NXX code administrator full or, where permitted or required by state regulation, partial NXXs consistent with established industry guidelines for use with Type 2A and/or Type 2B interfaces.. For calls in the Land-to-Mobile direction, Carrier will utilize the NXX to identify its subscriber units. The administration of the NXX, once assigned, including updates to the LERG, will be the responsibility of Carrier.
- 2.1.3. Type 1. Telco provided Type 1 interfaces will be as described in the definition and in the referenced technical specifications. Any non-TSMT form of Type 1 interface will be eliminated within 90 Days of the Effective Date.
- 2.1.4. Interconnection shall be provided at a level of quality equal to that which such Party provides to itself, a subsidiary, an Affiliate, or any other Telecommunications Carrier.
- 2.1.5. Each Party shall be responsible for providing its own or leased transport Facilities to route calls to and from the other Party's network.
- 2.1.6. POI Options. Carrier and Telco shall mutually agree on a POI for each Trunk utilized to carry traffic between their respective networks. A POI may be located at:
 - a. the Telco Wire Center where the Facilities terminate for Carrier to Telco Authorized Services traffic,
 - b. Carrier's mobile telephone switching office ("MTSO") where the Facilities terminate for Telco to Carrier Authorized Services traffic, or

- c. another, mutually agreeable location.

It is the Parties' intent that POI's be located in an efficient manner which avoids unnecessary transport and termination expense. Nor shall Telco be required to transport land to mobile traffic beyond LATA boundaries where to do so would violate applicable regulations. After review of Carriers facilities, the parties hereto have agreed that Carriers' current land to mobile and shared use interconnection links are reasonably efficient and shall not be deemed in violation of this section 2.1.6 in that they do not exceed a state average of 22 miles in length measured on a per circuit basis. The Parties further agree with regard to new facilities that such facilities will be presumed reasonable where they do not exceed thirty miles in length (as measured in airline miles from the wire center which serves Carrier's switch or other point of presence to the relevant Telco end office or tandem). Where a new Type 2A facility exceeds thirty miles in length, and is used in whole or part to carry Telco originated traffic, Telco shall not be required to pay any part of the charges which relate to the additional distance unless Carrier is able to demonstrate that there is no reasonably efficient alternative for exchanging the relevant calls (as where Telco requires interconnection at each Tandem Switch in a LATA though certain of the Tandem Switches are located more than thirty miles from Carrier's switch or other designated POI).

2.1.7. Interconnection Options. Carriers may order Trunk Side Interconnection in the configurations described below:

2.1.7.1. Type 2B – End Office Switch Interface. The Parties may establish Trunk Groups at a Telco End Office Switch using a Type 2B interface. Carrier to Telco traffic on such a Trunk Group must be destined for an NPA-NXX residing in that Telco End Office Switch.

2.1.7.2. Type 2A – Tandem Switch Interface. Carrier may establish Trunk Groups at a Telco Tandem Switch using a Type 2A interface. Carrier to Telco traffic on such a Trunk Group must be destined for an NPA-NXX residing in a Telco End Office Switch that homes on that Telco Tandem Switch.

2.1.7.2.1 A separate Type 2A Equal Access Trunk Group is required when Telco is not able to record Carrier-originated traffic to an IXC. Carrier will also provide Telco, using industry standard data record formats, recordings of all calls (both Completed Calls and attempts) to IXCs from Carrier's network, using Trunks employing a Type 2A connection.

2.1.7.3. In the event that Telco deploys new Tandem Switches after the Effective Date, Telco will provide the relevant Carrier with

reasonable advance notice of such a change and Telco will work cooperatively with Carrier to accomplish all necessary network changes. Where Telco requires a Carrier to install added facilities to connect with new or changed tandem locations, Telco will waive non-recurring charges for such facilities.

- 2.1.8. A Carrier may designate the interface it wants to receive from the following combinations: Trunk Side terminations at voice grade, DS0 or DS1 level.

3. SIGNALING

- 3.1. **Signaling Protocol.** SS7 Signaling is Telco's preferred method for signaling. Where multi-frequency signaling is currently used, the Parties agree to use their best efforts to convert to SS7. If SS7 services are provided by Telco, they will be provided in accordance with the provisions of the applicable access tariffs. Where multi-frequency signaling is currently used, the Parties agree, below, to Interconnect their networks using multi-frequency ("MF") or ("DTMF") signaling, subject to availability at the End Office Switch or Tandem Switch at which Interconnection occurs. The Parties acknowledge that the use of MF signaling may not be optimal. Telco will not be responsible for correcting any undesirable characteristics, service problems or performance problems that are associated with MF-to-SS7 inter-working or the signaling protocol required for Interconnection with Carrier employing MF signaling, provided that such undesirable characteristics or problems are not the result of Telco's failure to follow industry standards.
- 3.2. Parties directly or, where applicable, through their third-party provider, will cooperate on the exchange of Transactional Capabilities Application Part ("TCAP") messages to facilitate interoperability of CCS-based features between their respective networks, including all CLASS Features and functions, to the extent each Party offers such features and functions to its Customers. All CCS signaling parameters will be provided including, without limitation, calling party number ("CPN"), originating line information ("OLI"), calling party category and charge number.

4. NPA-NXX

- 4.1. Each NPA-NXX associated with a Trunk Group using a Type 2A interface must have a single Rating Point and that Rating Point must be associated with a Telco End Office Switch homing on the Telco Tandem Switch where the Trunk Group is located. When carrier elects to establish and maintain direct trunking between all Carrier switches that have codes that home in a LATA and each of Telco's access tandems in that LATA, and when all NPA-NXX codes reside in the carrier's switch, the single Rating Point for any NXX may be at any end office in the LATA regardless of the Routing Point for the code. The Routing Point and Rating Point must be in the same LATA.
- 4.2. All terminating traffic delivered by Carrier to a Tandem Switch destined for publicly dialable NPA-NXXs which (i) does not home on that Tandem Switch or (ii) is not

intended to be transited to a third party carrier is misrouted. Telco shall provide notice to Carrier pursuant to the Notices provisions of this Agreement that such misrouting has occurred. In the notice, Carrier shall be given thirty (30) Days to cure such misrouting. In the event that Carrier does not cure the problem within the thirty (30) Day period, Telco shall bill and Carrier will pay, in addition to any other normal usage charges, a misroute surcharge per call that is equal to the rate for end office termination (Type 2B rate).

- 4.3. The Parties shall deliver all traffic destined for the other Party's network in accordance with the serving arrangements defined in the LERG except when Carrier's MSC serves NPA-NXXs, some of which home on a Telco Tandem Switch, and some of which home on a non-Telco Tandem Switch. In this case, Telco may establish Facilities and Trunks directly between Telco's Tandem Switch and Carrier's MSC for the completion of all Telco to Carrier calls destined to terminate to such NXXs.
- 4.4. It is the responsibility of Carrier to negotiate Interconnection and traffic transport and termination arrangements directly with other Telecommunications Carriers. Telco will deliver all calls destined to Carrier regardless of the Telecommunications Carrier originating the call. Other than delivering the call, Telco has no responsibility for traffic routed from another Telecommunications Carrier's network to Telco's Tandem Switch and destined for Carrier's MSC.

5. TRUNKS

- 5.1. Unless otherwise agreed herein, Carrier and Telco will interconnect directly in each LATA in which they exchange Local Calls and Switched Access Services traffic. For delivery of mobile to land traffic in a Type 2A configuration, the Parties will Interconnect at each Tandem Switch in the relevant LATA, or using Type 2B interconnection at each end office sub-tending tandems where direct connections are not maintained. In a Type 1 configuration, direct connections are established at end offices of Carrier's choice, provided that Telco will not be required to terminate mobile originated calls beyond the boundary of the relevant LATA where it is unable to do so under applicable law. In a Type 2B configuration, direct connections are maintained to end offices of the Carrier's choice but Telco will not be required to terminate calls delivered over a Type 2B connection to numbers which do not reside in the relevant end office.

Installation/Provisioning.

- 5.1.1. Carrier will be responsible for designing, ordering and provisioning all Trunks except where Telco elects to deliver land to mobile traffic over one way facilities in which case such facilities will be provisioned by Telco Carrier will engineer and maintain the appropriate type of and sizing for Facilities and Trunks according to sound engineering practice, as mutually agreed to by the Parties.

- 5.1.2. Telco will provide non-discriminatory installation and maintenance intervals that are consistent with the like type services which it provides to itself.
- 5.1.3. Orders from Carrier to Telco to establish, add, change, or disconnect Trunks shall be submitted using Telco's applicable ordering system.
- 5.1.4. Orders that comprise a major project that directly impacts the other Party will be jointly planned and coordinated. Major projects are those that require the coordination and execution of multiple orders, or related activities between and among Telco and Carrier work groups, including but not limited to the initial establishment of Interconnection in an area, designated NPA-NXX relocations, re-homes, Facility grooming or major network rearrangements.

5.2. Servicing

- 5.2.1. The Parties will jointly manage the capacity of Trunk Groups. Telco will send a request to Carrier to trigger changes Telco desires to the Trunk Groups based on Telco's capacity assessment. Carrier will issue an ASR to Telco's Wireless Interconnection Service Center:
 - 5.2.1.1. Within ten (10) Business Days after receipt of the request, upon review of and in response to Telco's request; or
 - 5.2.1.2. At any time as a result of Carrier's own capacity management assessment, to begin the provisioning process.
- 5.2.2. Each Party will be responsible for engineering and maintaining its network and any Facilities and Trunks it provides.
- 5.2.3. When Carrier incurs separate charges for Trunks, Carrier shall, upon request, be credited an amount for the period during which Trunks are out of service in accordance with Telco's applicable state Switched Access Services tariff for Feature Group D service.

5.3. Design Blocking Criteria

- 5.3.1. Trunk requirements for forecasting and servicing shall be based on the blocking objectives shown in Table 1 below. Trunk requirements shall be based on the industry standard objective overall time consistent average busy season busy hour twenty (20) Day averaged loads applied to industry standard, Neil Wilkinson Trunk Group Capacity algorithms (use Medium day-to-day Variation and 1.0 Peakedness factor until actual traffic data is available for all Trunk Groups. .

Table 1	
<u>Trunk Group Type</u>	<u>Design Blocking Objective</u>
Type 2A	1%
Type 2A Equal Access (IXC)	1%
Type 2B (Final)	1%
Type 2C (911)	1%
Type 2D (Operator Services and DA/DACC)	1%
Type 1 (Operator Services (0+, 0-)	1%

- 5.3.2. When Trunks exceed measured blocking thresholds on an average time consistent busy hour for a twenty (20) Business Day study period, the Parties shall cooperate to increase the Trunks to the foregoing blocking criteria in a timely manner. The Parties agree that twenty (20) Business Days is the study period duration objective.
- 5.3.3. Direct Trunking of Mobile to Land Traffic. If the traffic from Carrier's Network to any Telco Tandem Switch destined for any Telco end office at any time requires twenty-four (24) or more Trunks, the Parties shall, within sixty (60) Days of the occurrence, establish a two-way direct End Office Trunk Group and, in the case of third party traffic, a direct connection to such third party's network.
- 5.3.4. If a Trunk Group is under seventy-five percent (75%) of busy hour centum call seconds (ccs) capacity on a monthly average basis for each month of any consecutive six (6) month period, either Party may contact the other to discuss resizing the Trunk Group. Neither Party will unreasonably refuse a request to resize the Trunk Group.
- 5.3.5. Each Party shall provide the other with a specific point of contact for planning, forecasting, and Trunk servicing purposes.

6. TRUNK FORECASTING

- 6.1. To permit orderly growth and network management, Carrier shall forecast the volume of traffic of each Trunk associated with each POI. Carrier forecast information must be provided to Telco upon request, but no more often than twice a year. When extraordinary changes are anticipated, Carrier shall provide additional timely forecasts to account for such changes. The forecasts, shall include:
 - 6.1.1. Yearly forecasted Trunk quantities (which include measurements that reflect actual Tandem and End Office Switch Authorized Services Interconnection and Trunks and Tandem-subtending Authorized Services Interconnection End Office Switch equivalent Trunk requirements) for two (2) years (current year and one additional year) by quarter;
 - 6.1.2. Identification of each Trunk by the from and to Common Language Location Identifiers (“CLLI”), which are described in Bellcore documents BR 795-100-100 and BR 795-400-100;
 - 6.1.3. A description of major system projects. Major system projects include Trunking or system rearrangements, shifts in anticipated traffic patterns, or other activities by Carrier that are reflected by a significant increase or decrease in Trunk demand for the following forecasting period.

7. COMPENSATION FOR LOCAL AUTHORIZED SERVICES INTERCONNECTION

- 7.1. Compensation rates for Interconnection are contained in Appendix Pricing (Wireless).
- 7.2. Compensation for Local Calls Transport and Termination. Subject to the limitations set forth below in Section 7.3, Telco shall compensate Carrier for the transport and termination of Local Calls originating on Telco's network and terminating on Carrier's network. Carrier shall compensate Telco for the transport and termination of Local Calls originating on Carrier's network and terminating on Telco's network. The rates for this reciprocal compensation are set forth in Appendix Pricing (Wireless)

For the State of Missouri, the termination compensation rates described by Appendix-Pricing are not yet the subject of a final order by the relevant state commission, acting pursuant to the forward-looking pricing rules established by the FCC pursuant to the Act. If during the term of this Agreement, different termination compensation rates do become the subject of a final and non-appealable commission order, the Parties will, at either Party's request, retroactively reprice the termination services rendered by each to the other during the term hereof in accord with the final order(s).

7.3. Traffic Not Subject to Reciprocal Compensation

- 7.3.1. Exclusions. Reciprocal compensation shall apply solely to the transport and termination of Local Calls, which shall not include, without limitation, the following:
 - 7.3.1.1. Non-CMRS traffic;
 - 7.3.1.2. Toll-free calls (e.g., 800/888), Information Services Traffic, 500 and 700 calls;
 - 7.3.1.3. Transit Traffic;
 - 7.3.1.4. Paging Traffic;
 - 7.3.1.5. Any other type of traffic found to be exempt from reciprocal compensation by the FCC or the Commission.
- 7.3.2. The Parties agree that ESP/ISP traffic between them, if any, is presently de minimis. At such time as either Party can economically track and measure such traffic, such Party may remove such traffic from the calculation of reciprocal compensation between the Parties by providing to the other Party appropriate evidence of the existence of such traffic. Records will be retained of all such removed traffic. Upon the conclusion of FCC proceeding CC Docket No. 99-98, the compensation rate established in that proceeding applicable to ESP/ISP traffic (or, if no such rate is established in that proceeding, a compensation rate otherwise established pursuant to the requirements of such proceeding) shall be applied retroactively to all removed traffic as described above.
- 7.4. Measuring Calls as Local Calls. In order to measure whether traffic comes within the definition of Local Calls for purposes of calculating reciprocal compensation, the Parties agree as follows:
 - 7.4.1. For Telco, the origination or termination point of a call shall be the End Office Switch that serves, respectively, the calling or called party at the beginning of the call.
 - 7.4.2. For Carrier, the origination point of a call shall be the cell site/base station which serves, respectively, the calling or called party at the beginning of the call.

7.5. Billing And Recording

- 7.5.1. Each Party will record its terminating minutes of use for all intercompany calls. Each Party will perform the necessary call recording and rating for its respective portions of an interchanged call. Each Party shall be responsible for billing and collection from their respective Customers. Each Party shall use procedures that record and measure actual usage for purposes of providing invoices to the other Party pursuant to this Agreement. The Parties recognize that Carrier currently may not have the technical systems in place to measure and bill Telco pursuant to this Agreement. To the extent that Carrier currently does not have the ability to measure and bill, Carrier shall bill Telco the charges due as calculated and described in Sections 7.5.2 and 7.5.3.
- 7.5.2. The Parties will exchange such information as is reasonably available to them in order that each may bill the other for transport and termination compensation. When Telco does not record the actual amount of Telco-to-Carrier traffic, exclusive of Third Party Traffic, and Carrier does not have the ability to record the actual amount of such Telco-to-Carrier traffic, the Parties agree to use a Surrogate Billing Factor to determine the amount of Telco-to-Carrier traffic. For purposes of this section, Third Party Traffic means any traffic which originates from Telecommunications Carriers other than Telco including, but not limited to, Transit Traffic, ported number traffic, call forwarded traffic from a third party LEC, and traffic originated by other Telecommunications Carriers using partial number blocks, Inter -MTA traffic, and IXC traffic. Unless otherwise mutually agreed upon by the Parties, the Surrogate Billing Factor, shall be deemed to be equal to the Shared Facility Factor stated in Appendix – Pricing (Wireless). When using the Surrogate Billing Factor instead of recording actual usage, the amount of Telco-to-Carrier Conversation MOUs for Local Calls shall be deemed to be equal to the product of (i) the Carrier-to-Telco Conversation MOUs for Local Calls (based on Telco's monthly bill to Carrier) divided by the difference of one (1.0) minus the Surrogate Billing Factor, and (ii) the Surrogate Billing Factor. When using the Surrogate Billing Factor, Carrier shall bill Telco the charges due under this Section 12 based solely on the calculation contained in the preceding sentence.
- 7.5.3. When Carrier uses the factor billing method set forth in Section 7.5.2, Carrier shall use the Telco invoice to identify the Telco CLLI codes from which the traffic is delivered to Carrier as well as the number of Conversation MOUs for each inbound Trunk route. All adjustment factors and resultant adjusted amounts shall be shown for each line item, including as applicable, but not limited to the Surrogate Billing Factor from Section 7.5.2, the blended call set-up and duration factors, the adjusted call set-up and duration amounts if applicable, the appropriate rate, amounts, etc.

8. TRANSITING TRAFFIC

- 8.1. **Description.** Transiting Service will be provided by Telco. Telco's Transiting service allows Carrier to send traffic to a third party network through Telco's Tandem Switch and to receive traffic from a third party network through Telco's Tandem Switch. A Transiting Service rate applies to all Conversation MOUs between Carrier's network and a third party's network that transits Telco's network. Carrier is responsible for payment of the appropriate Telco Transiting Service rates on Transit Traffic originating on its network delivered to Telco, unless otherwise specified. Telco's Transiting Service rate is only applicable when calls do not originate with (or terminate to) Telco's Customer. The rates that Telco shall charge for Transiting Service are outlined in Appendix – Pricing (Wireless). Carrier shall deliver traffic to be handled by Telco's Transiting Service to Telco's Tandem Switch(es).
- 8.2. **Billing.** Each Party shall separately list on its bill to the other Party for reciprocal compensation the Conversation MOUs representing Transit Traffic. If Carrier does not record and identify the actual amount of Transit Traffic delivered to it through Telco's Transiting Service, then Carrier shall deduct from the amount of total Conversation MOUs on its bill to Telco for reciprocal compensation a percentage that is equal to the percentage on Telco's bill for the same time period that Transit Traffic minutes bear to the total billed Conversation MOUs. This adjustment will account for Transit Traffic delivered to Carrier by Telco.
- 8.3. **Non-Transit Traffic.** Carrier shall not route terminating traffic from a third party IXC (e.g., not Carrier or an Affiliate of Carrier) destined for an End Office Switch in Telco's network over the Interconnection Trunks provided herein. Calls that are addressed to a mobile unit and forwarded to a landline unit served by Telco shall be considered as originated by carrier, Carrier shall not deliver traffic to Telco under this Agreement from a non- CMRS Telecommunications Carrier.
- 8.4. **Direct Connect.** Where Telco has in place direct Interconnection Trunks employing Type 2A interface to a Carrier MSC, Telco shall strive not to, but may deliver calls destined to terminate at that Carrier MSC via another Telecommunications Carrier's Tandem Switch.
- 8.5. **Third Party Arrangements.** Carrier shall establish billing arrangements directly with any third party Telecommunications Carriers to which it may send traffic by means of Telco's Transiting Service. In the event that Carrier does send traffic through Telco's network to a third party Telecommunications Carrier with whom Carrier does not have a traffic interchange agreement, and such third party Telecommunications Carrier makes a Claim against Telco for compensation, Telco will advise both Carrier and the third party Telecommunications Carrier that they need to resolve the matter between themselves. If Telco does so, then Carrier will indemnify Telco for any termination charges Telco subsequently is ordered by a regulatory agency or court to pay such third party Telecommunications Carrier for such traffic, and for any billing

and collection costs, and attorneys' fees related to those termination charges. In the event of any such proceeding, Telco agrees to allow Carrier to participate as a party.

8.6. **Indirect Termination.** If either Party originates traffic destined for termination to the other Party, but delivers that traffic to the other Party through another Telecommunications Carrier, the terminating Party shall be entitled to charge transport and termination rates as set forth Appendix – Pricing (Wireless) to the originating party. The originating Party shall also be responsible for paying any Transiting Service charges, if any, charged by the other Telecommunications Carrier. Carrier shall not charge Telco when Telco provides Transiting Service for calls terminated to Carrier. Neither shall Carrier default bill Telco when Telco provides Transiting Service for unidentified traffic terminating to Carrier, unless otherwise provided for in this Agreement.

8.7. Intentionally Left Blank.

9. TERMS AND COMPENSATION FOR USE OF FACILITIES

9.1. Each Party shall be responsible for providing its own or leased transport Facilities to route calls to and from the POI. Each Party may construct its own Facilities, it may purchase or lease these Facilities from a third party, or it may purchase or lease these Facilities from the other Party, if available, pursuant to tariff or separate contract. Facilities between the Parties' respective networks will not be provided pursuant to this Agreement.

9.2. Except when a Type 1 interface is employed, in which case analog Facilities may be used, the Parties will connect their networks using digital Facilities of at least DS-1 transmission rates.

9.3. The following shall apply solely to Facilities dedicated for transport of Interconnection traffic.

9.3.1. Provision of Facilities obtained from Telco will be in accordance with Telco's access tariff except that when and if the Commission or the FCC or a court of competent jurisdiction issues an effective order requiring Facilities to be priced in accord with the total element long run incremental cost standard ("Telric") described by the FCC's First Report and Order, or similar forward looking cost standard, Facilities billed by Telco under this agreement shall at Carrier's request be repriced prospectively and in accord with the new standard.

9.3.2. Each Party reserves the right to discontinue the use, for delivering Local Calls from its network, of all, or a portion, of the Facilities provided by the other Party for exchanging Local Calls. This provision does not negate any obligations either Party may have regarding such Facilities, such as, but not

limited to term and notice provisions. Nothing herein will obligate Telco to reimburse Carrier for Facilities obtained from a third party.

- 9.3.3. Subject to the provisions of Section 3.1.6 above, the Parties agree that they will not impose dedicated transport obligations on the other Party over Facilities between the Parties' networks that exceed the shorter of the distance to the LATA boundary or 30 miles.
- 9.3.4. Absent agreement of the Parties to the contrary, the cost of shared Facilities and Trunks, when Facilities of DS1 or smaller are dedicated to provide traffic under this Agreement, will be split between the Parties either on relative actual traffic volumes (if the Parties can measure actual traffic volumes in both directions) or, in the absence of actual traffic measurement capabilities, according to the Shared Facility Factors and procedures listed in Appendix – Pricing (Wireless). Should the Parties desire to share the cost of Facilities and Trunks, when Facilities larger than DS1 are dedicated to provide traffic under this Agreement, they will separately negotiate terms for such sharing.
- 9.3.5. Originating Party Provides Its Own Facilities and/or Trunks. When a Party uses its own Facilities and/or Trunks (either through self provisioning, or through the purchase of Facilities from the other Party or from third parties) to deliver Interconnection traffic originating on its network to the POI, such Party shall provide such Facilities and/or Trunks at its sole cost and expense and no compensation shall be due to the other Party.
- 9.3.6. Originating Party Uses Terminating Party's Facilities. When a Party uses Facilities and/or Trunks dedicated to the transmission of Authorized Services traffic between the Parties' two networks, which are provided by the other Party (either through self provisioning, or through the purchase of facilities from the other Party or from third parties), to deliver Interconnection traffic originating on its network, and such Facilities and/or Trunks are shared by the Parties, such Party will reimburse the other Party for a proportionate share of the cost of Facilities and/or Trunks incurred by the other Party under this Agreement.
 - 9.3.6.1. If either Party can measure the actual amount of traffic delivered to it over such Facilities and/or Trunks at any time during the term hereof, the Parties will negotiate in good faith compensation arrangements for the allocation of the applicable Facilities and/or Trunks costs between them with the Party, who is delivering Interconnection traffic originating on its network through Facilities and/or Trunks provided by the other Party, paying a proportion of the costs of such Facilities and/or Trunks equal to the proportion of the traffic originated by such Party over the total traffic exchanged over the Facilities and/or Trunks.

9.3.6.2. If neither Party can measure the actual amount of traffic delivered to it over such Facilities and/or Trunks during the term hereof, the Party, who is delivering Interconnection traffic originating on its network through Facilities and/or Trunks provided by the other Party, shall pay to the other Party providing such Facilities and/or Trunks the costs of such Facilities and/or Trunks times the difference of 1 minus the Shared Facility Factor set forth in Appendix – Pricing (Wireless); provided, however, that either Party may submit to the other Party a traffic study, a reasonable estimate of its traffic with supporting justification for such estimate, and/or other network information in complete and appropriate form (determined in good faith) ("Shared Facility Information") that the Parties will use to negotiate in good faith a different Carrier-specific Shared Facility Factor. The Shared Facility Information must be Carrier-specific and relate to Carrier's network in the State; it shall not be based on industry average data or the data of other Telecommunications Carriers. If such Shared Facility Information is provided within ninety (90) Days after the date this Agreement is executed by duly authorized representatives of both Parties, then any Carrier-specific Shared Facility Factor derived using such Shared Facility Information shall be effective as of the date on which the Shared Facility Information was provided in complete and appropriate form (determined in good faith) to the other Party, but no earlier than the Effective Date of this Agreement; otherwise, the Carrier-specific Shared Facility Factor will be effective as of the date the Shared Facility Information was provided in complete and appropriate form (determined in good faith) to the other Party. Any Carrier-specific Shared Facility Factor that becomes effective during the Initial Term of the Agreement will remain in effect during the Initial Term of the Agreement. After the expiration of the Initial Term hereof, such Carrier-specific Shared Facility Factor established during the Initial Term shall remain in effect thereafter unless either Party provides new Shared Facilities Information to the other Party. In such case, the Parties shall use that new Carrier-specific Shared Facility Information to renegotiate in good faith a new revised Carrier-specific Shared Facilities Factor. Renegotiation of the Carrier-specific Shared Facility Factor shall occur no more frequently than once every twenty-four months.

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10. BILLING AND PAYMENT

10.1. Telco will reimburse its proportionate share of the cost of Facilities and Trunks in accordance with Sections 7 and 9.

10.2. Charges and Payment.

- 10.2.1. Each Party agrees to pay the other all undisputed billed amounts by the earlier of (i) the payment date, which may be set no earlier than thirty (30) Days after the bill date, or (ii) the next bill date (i.e. the same date in the following month as the bill date). The undisputed portions of all bills are to be paid when due. If the date on which a bill is due as provided above is on a Day other than a Business Day, payment will be made on the next Business Day. Payments will be made in U.S. dollars.
- 10.2.2. Usage-sensitive charges hereunder shall be billed monthly in arrears by both Parties.
- 10.2.3. All non-usage-sensitive monthly charges shall be billed by Telco monthly in advance, except those charges due for the initial month, or a portion of the initial month during which new items are provided, will be included in the next bill rendered.
- 10.2.4. All Facilities charges owed to Carrier by Telco under Section 9.2, above, shall be billed by Carrier to Telco sixty (60) Days following receipt by Carrier of the relevant invoice, or, where carrier has itself provided the Facilities, within sixty (60) days of the end of the relevant billing cycle.
- 10.2.5. Late Payment Charge. Bills will be considered past due thirty (30) Days after the bill date or by the next bill date (i.e., same date as the bill date in the following month), whichever occurs first, and are payable in immediately available U.S. funds. If the amount billed is received by the billing Party after the payment due date or if any portion of the payment is received by the billing Party in funds which are not immediately available to the billing Party, then a late payment charge will apply to the unpaid balance. The late payment charge will be as set forth in Telco's applicable state tariff. When there is no applicable tariff in the State, any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (1½%) per month or (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the number of Days from the Bill Due Date to and including the date that payment is actually made.
- 10.2.6. Billing Disputes. The billed Party has ten (10) Business Days after the receipt of Billing Party's notice of Unpaid Charges to officially dispute, in writing, the charges which have been withheld from the billing Party. Such billing dispute will include specific invoice and dispute detail for the billing Party to be able to properly investigate the dispute. If the appropriate billing contacts are unable to resolve the dispute within sixty (60) Days after receipt of the written billing dispute, the issue may be escalated to appropriate business representatives who will then have thirty (30) Days to resolve the dispute. In the event that the billing dispute cannot be resolved by the

appropriate business representatives, either Party may commence a dispute resolution in accordance with the Dispute Resolution provisions set forth in this Agreement.

10.2.6.1 The Billed Party must complete all of the following actions not later than ten (10) Business Days following receipt of the Billing Party's notice of Unpaid Charges:

10.2.6.1.1 notify the Billing Party in writing which portion(s) of the Unpaid Charges it disputes, including the total amount disputed ("Disputed Amounts") and the specific details listed in Section 3, together with its reasons for its dispute; and

10.2.6.1.2 pay all undisputed Unpaid charges to the Billing Party; and

10.2.6.1.3 pay all disputed sums to the Billing Party without waiving its right to receive reimbursement, true-up, set-off, or other billing adjustments.

10.2.6.1.4 Alternatively, the Billed Party may, at its option, withhold disputed sums and pay the dispute portion into an interest-bearing Third Party escrow account, subject to the following:

10.2.6.1.4.1 The financial institution proposed as the Third Party escrow agent must be located within the continental United States.

10.2.6.1.4.2 The financial institution proposed as the Third party escrow agent may not be an Affiliate of either Party.

10.2.6.1.4.3 The financial institution proposed as the Third Party escrow agent must be authorized to handle electronic funds transfers via the ACH network;

10.2.6.1.4.4 The escrow account must be an interest bearing account;

10.2.6.1.4.5 All charges associated with opening and maintaining the escrow account will be borne by the Disputing Party;

10.2.6.1.4.6 None of the funds deposited into the escrow account or the interest earned thereon may

be used to pay the financial institution's charges for serving as the Third Party escrow agent;

10.2.6.1.4.7 All interest earned on deposits to the escrow account will be disbursed to the parties in the same proportion as the principal; and

10.2.6.1.4.8 Disbursements from the escrow account will be limited to those: (a) authorized in writing by both the Disputing Party and the Billing Party (that is, signature(s) from representative(s) of the Disputing Party only are not sufficient to properly authorize any disbursement), or (b) made in accordance with the final, non-appealable order of the arbitrator, commission or court that has jurisdiction pursuant to the Dispute Resolution section of the General Terms and Conditions of this Agreement.

10.2.7. Backbilling. Charges for all services or Trunks provided pursuant to this Agreement may be billed by the billing Party for up to one (1) year after the initial date such item was furnished. This Section shall not apply to backbilling that would be appropriate where changes are not evident other than through an audit pursuant to Audit provisions of this Agreement.

10.2.8. Backcredits. Neither Party may request credit for any billing by the other Party pursuant to this Agreement more than one (1) year after the date of the bill on which the service or Trunk was billed. Any such request will be in writing and contain sufficient detail to allow the other Party to properly investigate the request. If the request for credit leads to a billing dispute, such dispute shall be in accordance with Section 10.2.6 above. This Section shall not apply to requests for credit in the following situations: when the true-ups are provided for in this Agreement, or where changes are not evident other than through an audit pursuant to Audit provisions of this Agreement.

10.2.9. Tariffed Items. Where charges specifically refer to tariffed charges, then those tariffed charges and those alone shall be deemed amended to conform to any modifications that may hereafter occur to the tariff rates for such equivalent Facilities and arrangements. Such amendments shall become effective upon the effective date of tariff modification.

10.3. Invoices

10.3.1. Invoices shall comply with nationally accepted standards agreed upon by the Ordering and Billing Forum (OBF) for billing access traffic. Subject to provisions elsewhere herein relating to the use of agreed upon billing factors and to mutual exchanges of information, reciprocal compensation invoices from Carrier shall contain detail to substantiate billed traffic which originates from Telco's network.

10.3.2. The Parties agree that each will perform the necessary call recording and rating for its respective portions of an exchanged call in order to invoice the other Party.

10.3.3. Invoices between the Parties shall include, but not be limited to the pertinent following information.

- Identification of the monthly bill period (from and through dates)
- Current charges
- Past due balance
- Adjustments
- Credits
- Late payment charges
- Payments
- Contact telephone number for billing inquiries

The Parties will provide a remittance document with each invoice identifying:

- Remittance address
- Invoice number and/or billing account number
- Summary of charges
- Amount due
- Payment due date (at least thirty (30) Days from the bill date)

10.3.4. Invoices between the Parties will be provided on paper and will be the primary bill, unless a mechanized format is mutually agreed upon and subsequently designated in writing by both Parties as the primary bill.

10.3.5. Invoices will be based on Conversation MOUs for all completed calls and are measured in total conversation time seconds, which are totaled (by originating and terminating CLLI code) for the monthly billing cycle and then rounded up to the next whole minute.

10.3.6. When Telco is unable to bill for Facilities and/or Trunks based on the Parties' proportionate use, Carrier will bill Telco under separate invoice for Telco's proportionate share of Facilities and/or Trunks, as stated within Section 9.3.4.

10.3.7. Where it is able to do so, Carrier will bill Telco by LATA and by state, based on the trunk group on which the calls are delivered by Telco. Carrier will

display the CLLI code(s) associated with the trunk group through which the exchange of traffic between Telco and Carrier takes place as well as the number of calls and Conversation MOUs for each inbound Facility route. Telco will bill Carrier by LATA and by the End Office/Tandem Switch, based on the terminating location of the call and will display and summarize the number of calls and Conversation MOUs, for each terminating office. There will be no netting by the billed Party of payments due herein against any other amount owed by one Party to the other.

11. TRANSMISSION AND ROUTING OF EXCHANGE ACCESS SERVICE TRAFFIC

11.1. This Section 11 provides the terms and conditions for the exchange of traffic between Carrier's network and Telco's network for Switched Access Services to IXCs, thus enabling Carrier Customers to access IXCs for the transmission and routing of interMTA and interLATA calls.

11.2. IXC Traffic

11.2.1. Carrier may send traffic to IXCs via Type 2A interface utilizing FGD protocol.

11.2.2. If traffic is handed from Telco directly to an IXC, from Carrier directly to an IXC, from Carrier to an IXC via Trunks with Type 2A interfaces, or from an IXC directly to Telco, access charges shall not apply to Carrier.

11.2.3. When used in the Carrier to Telco direction, Trunks employing a Type 2A interface may be provided to a Telco Tandem Switch to transport calls from Carrier's premises to an IXC's Switched Access Services Feature Group D service at the same Tandem Switch.

11.2.3.1. THIS SECTION 11.2.3.1 APPLIES ONLY IN ILLINOIS, INDIANA, MICHIGAN, OHIO AND WISCONSIN. This arrangement requires a separate Trunk Group employing a Type 2 interface. When Telco is not able to record Carrier-originated traffic to an IXC, Carrier will also provide to Telco, using industry standard data record formats, recordings of all calls (both completed calls and attempts) to IXCs from Carrier's network using Trunks employing a Type 2A interface.

11.3. InterMTA Traffic

11.3.1. For the purpose of compensation between Telco and Carrier under this Agreement, Inter-MTA Traffic is subject to the rates stated in Appendix Pricing (Wireless).

11.3.2. For purposes of this Agreement, the Parties agree that in the states of Michigan, Wisconsin and Missouri two percent (2%) of the traffic between their networks in each direction is Inter-MTA. For purposes of this Agreement in the State of California, the Parties agree that 6% of the traffic in both directions is interMTA. Once during the term of this Agreement, either Party may submit to the other Party a traffic study and other network information that the Parties will use in the negotiation of a different Carrier-specific Inter-MTA Factor for one or more of the above referenced states. This traffic study and/or network information must be Carrier-specific and relate to Carrier's network in the State; it shall not be based on industry average data or the data of other Telecommunications Carriers. If such traffic study is submitted in complete and appropriate form within 90 Days after the Effective Date, any Carrier-specific Inter-MTA Factor arrived at in such manner shall be effective as of the Effective Date. In any other circumstance, the Carrier-specific Inter-MTA Factor will be effective on the date the amended Agreement containing that new Inter-MTA Factor is approved by the Commission.

12. TRANSMISSION AND ROUTING OF OTHER TYPES OF TRAFFIC

12.1. Ancillary Services Traffic.

12.1.1. When delivering Ancillary Services traffic to Telco, Carrier must use at least one connection in each LATA dedicated solely for Ancillary Services traffic. The connection used must be an Ancillary Services Connection.

12.1.2. Notwithstanding Section 12.1.1, Directory Assistance and/or Operator Services traffic may be delivered through a dedicated Trunk employing a Type 2A interface to a Telco Operator Services Switch.

12.2. Wireless 911 Services.

12.2.1. With respect to all matters relating to 911 and/or E911 Services, the Parties shall: (i) continue to handle such services as they do today and (ii) work together to meet any and all applicable requirements mandated under Applicable Laws. The Parties acknowledge and agree that as applicable requirements are met and implemented, additional charges for 911 and/or E911 Services may apply.

12.2.2. For the provision of 911 and/or E911 Services, Carrier may provide its own Facilities or purchase Facilities from a third party to connect its network with Telco's 911 Tandem. Alternatively, Carrier may purchase appropriate Facilities from Telco's applicable access services tariff.

12.2.2.1. This Section 12.2.2.1 applies only in states where Type 2C interfaces are generally available from Telco. As a further alternative

in such states, Carrier may purchase Facilities employing a Type 2C interface from Telco at rates found in the special access service section of Telco's intrastate access services tariff. Type 2C interface is only available as one way Trunks terminating to Telco's 911 Tandem. Type 2C interfaces provide the capability to access Telco's 911 Tandems.

12.2.3. Provision of 911 and/or E911 Services under this Agreement are according to applicable tariff, this Section 12.2 and, as to E911 only, Appendix – 911 (Wireless).

12.2.4. Wireless E911 Services are not considered Ancillary Services and cannot be provided using Ancillary Services Connections.

12.2.5. **THIS SECTION APPLIES ONLY TO TEXAS:** Within 30 Days of final approval of this Agreement by the relevant state Commission, Telco and Carrier shall notify The Advisory Commission on State Emergency Communications for the State of Texas if they are routing 911/E911 calls to seven or ten digit screening numbers instead of directly through as 911/E911 calls and they shall specify the areas where such is occurring and under what type of conditions. Upon request of the appropriate 911/E911 customer (PSAP), the Parties shall cease the practice of routing 911/E911 calls to seven or ten digit screening numbers instead of directly through as 911/E911 calls. The Parties agree that the 911/E911 service is provided for the use of the 911/E911 customer, and recognize the authority of the 911/E911 customer to establish service specifications and grant final approval (or denial) of service configurations or modifications offered by Telco and Carrier. The terms and conditions for 911/E911 service in this Agreement shall be subject to renegotiation in the event that the 911/E911 customer orders changes to the 911/E911 service that necessitate revision of this Agreement, but implementation of wireless 911/E911 shall not be delayed pending any such renegotiation.

12.3. Directory Assistance. Directory Assistance Services will be governed by Appendix – DA (Wireless).

12.4. Operator Assisted Calls. Operator assisted calls are limited to 0+ or 0- calls on a sent paid basis only. The term “sent paid” means that all calls must be paid for by Carrier's Customer at the time the call is placed. This can be accomplished by using a telecommunications credit card, placing the call collect or billing the call to a third number. No charges are incurred by Carrier.

13. AMENDMENTS, CHANGES, AND MODIFICATIONS: WAIVER

13.1. If either Party proposes to make any permanent changes in the arrangements provided for in this Agreement, or any Attachments, or any permanent change in its operations that would affect the other Party's operations or services once the Trunks, apparatus,

equipment, or any other item furnished by the Parties under this Agreement are installed, the changing Party shall give reasonable advance written notice to the other Party of such changes, advising when such changes will be made. All such changes shall be coordinated with the non-changing Party. Nothing in this Section shall affect the Parties' rights and obligations under this Agreement.

- 13.2. Subject to specific provisions herein to the contrary, each Party shall be solely responsible, at its expense, for the overall design of its services and for any redesigning or rearrangement of its services that may be required because of changes in Facilities, Trunks, operations or procedures of the other Party, minimum network protection criteria, or operating or maintenance characteristics of the Trunks.
- 13.3. No provision of this Agreement shall be deemed waived, amended, or modified by either Party, unless such waiver, amendment, or modification is in writing and signed by the authorized representatives of both Parties. Neither Party shall be bound by any amendment, modification or additional terms unless it is reduced to writing and signed by an authorized representative of the Party sought to be bound. Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications, unless agreed to by the receiving Party in writing.
- 13.4. The failure of either Party to enforce or insist that the other Party comply with the terms or conditions of this Agreement, or the waiver by either Party in a particular instance of any of the terms or conditions of this Agreement, shall not be construed as a continuing, future or general waiver or relinquishment of the terms, conditions, rights or privileges, but this Agreement shall be and remain at all times in full force and effect.

14. ASSIGNMENT

- 14.1. Neither Telco nor any of the Carrier Parties may assign, subcontract, or otherwise transfer its rights or obligations under this Agreement except under such terms and conditions as are mutually acceptable to the other Party and with such Party's prior written consent, which consent shall not be unreasonably withheld; provided that Telco or a Carrier Party may assign this Agreement to an Affiliate or an entity under its common control or an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer. Notwithstanding the foregoing, Carrier may not assign nor transfer this Agreement (or any rights or obligations hereunder) to its Affiliate if that Affiliate is party to another agreement with Telco under Section 251/252 of the Act, provided, however, that if Carrier acquires other cellular or broadband PCS providers with operations in the State, Carrier may incorporate those operations under this Agreement, or, if the acquired CMRS provider has an existing interconnection agreement with Telco in the State that has not been noticed for renegotiation, then Carrier shall designate either

such interconnection agreement or this Agreement to govern the operations of Carrier and the acquired CMRS provider on a prospective basis; the undesignated contract shall then cease to be effective for the State. Any attempted assignment or transfer that is not permitted is void ab initio. Nothing in this Section 14.1 is intended to impair the right of either Party to utilize subcontractors.

- 14.2. For purposes of this Section 14, each of Carrier's, and its respective Affiliates shall be deemed separate Parties to this Agreement in each of the States where they are licensed to provide CMRS, with each such Carrier Parties having the right to assign, subcontract or transfer its rights hereunder in the manner provided above.
- 14.3. This Agreement will be binding on and inure to the benefit of the Parties' respective successors and permitted assigns.

15. AUDITS

- 15.1. Each Party to this Agreement will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved.
- 15.2. Upon reasonable written notice and at its own expense, each Party or its authorized representative (providing such authorized representative does not have a conflict of interest related to other matters involving one of the Parties) shall have the right to conduct an audit of the other Party, which audit shall be limited to the sole purpose of determining compliance with the provisions of this Agreement. Neither Party may request more than one (1) such audit per state within any twelve (12) month period. This includes on-site audits at the other Party's or the other Party's vendor locations.
- 15.3. Each Party, whether or not in connection with an audit, shall maintain reasonable records for a minimum of twenty-four (24) months and provide the other Party with reasonable access to such information as is necessary to determine amounts receivable or payable under this Agreement.
- 15.4. Each Party's right to access information for audit purposes is limited to data not in excess of twenty-four (24) months in age.
- 15.5. The audited Party may require the auditing Party to use the services of a third Party independent auditor instead of its own employees for such audit if reasonably necessary to protect Proprietary Information.
- 15.6. If any audit confirms any undercharge or overcharge, then the audited Party will (i) for any overpayment, promptly correct any billing error, including making refund of any overpayment by the auditing Party in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results and (ii) for any undercharge caused by the actions of or failure to act by the

audited Party, immediately compensate the auditing Party for such undercharge, in each case with interest at the lesser of (a) one and one-half percent (1½%) per month, or (b) the highest rate of interest that may be charged under Applicable Law, compounded daily, for the number of Days from the date on which such undercharge or overcharge originated until the date on which such credit is issued or payment is made and available, as the case may be.

16. AUTHORIZATION

- 16.1. Telco represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the state of its incorporation, that AT&T Operations, Inc. has full power and authority to execute and deliver this Agreement as agent for Telco, and that Telco has full power and authority to perform its obligations hereunder.
- 16.2. Carrier represents and warrants that it is a limited liability company duly organized, validly existing and in good standing under the laws of the state of its incorporation, and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.
- 16.3. Each Party warrants that it has obtained or will obtain prior to operating under this Agreement, all-necessary jurisdictional licenses, authorizations and/or certifications required in those jurisdictions in which it will order services or Facilities or will operate under this Agreement. Upon request, each Party shall provide proof of such licenses, authorizations and/or certification.
- 16.4. The complete list of Access Carrier Name Abbreviation (ACNA) codes covered by this Agreement is listed below. Any addition, deletion or change in name associated with these listed ACNA codes requires notice to Telco. Notice must be received before orders can be processed under a new or changed ACNA code.

<u>ACNA</u>	<u>STATE(S)</u>
FWW	CA

17. COMPLETE TERMS

- 17.1. This Agreement, together with its appendices and any other attachments, constitutes the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. Appendices and any other attachments referred to herein or attached hereto are deemed incorporated by this reference.

18. COMPLIANCE

- 18.1. Each Party will comply, at its own expense, with all Applicable Laws relating to its performance under this Agreement, including but not limited to safety and health regulations relating to one Party's activities at the other Party's locations, and to indemnify and hold the other Party harmless for any judgments, citations, fines, or other penalties which are assessed against such other Party as the result solely of the first Party's failure to comply with any Applicable Law.
- 18.2. Trunks and services provided under this Agreement will not be used knowingly for any purpose or in any manner, directly or indirectly, in violation of law or in aid of any unlawful act or undertaking. Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of Applicable Law.

19. CONFIDENTIAL INFORMATION

- 19.1. For the purposes of this Agreement, confidential information ("Confidential Information") means confidential or proprietary technical or business information given or made available by one Party (the "Discloser") to the other (the "Recipient"). All information which is disclosed by one Party to the other in connection with this Agreement, during negotiations and the term of this Agreement will be deemed proprietary to the Discloser and subject to this Section 19 when marked at the time of delivery as "Confidential" or "Proprietary," or, if communicated orally identified as "Confidential" or "Proprietary" (i) at the time of delivery, or (ii) in writing within ten Days thereafter. The Recipient agrees (i) to use Confidential Information only for the purpose of performing under this Agreement, (ii) to use the same degree of care (a) to hold such Confidential Information in confidence and (b) to not disclose it to anyone other than its employees and attorneys having a need to know for the purpose of performing under this Agreement, as the recipient uses for its own confidential information of similar importance, but in no event less than reasonable care, and (iii) to safeguard it from unauthorized use or disclosure using at least the same degree of care with which the Recipient safeguards its own Confidential Information of similar importance, but in no event less than reasonable care. If the Recipient wishes to disclose the Discloser's Confidential Information to a third-party agent or consultant, the agent or consultant must have executed a written agreement to abide by the terms of this Section 19.
- 19.2. The Recipient may make copies of Confidential Information only as reasonably necessary to perform its obligations under this Agreement. All such copies will be subject to the same restrictions and protections as the original and will bear the same copyright and proprietary rights notices as are contained on the original.
- 19.3. The Recipient agrees to return all Confidential Information in tangible form received from the Discloser, including any copies made by the Recipient, within thirty (30)

Days after a written request is delivered to the Recipient, or to destroy all such Confidential Information if directed to do so by Discloser, except for Confidential Information that the Recipient reasonably requires to perform its obligations under this Agreement. The Recipient shall certify destruction by written letter to the Discloser. If either Party loses or makes an unauthorized disclosure of the other Party's Confidential Information, it will notify such other Party immediately and use its best efforts to retrieve the lost or wrongfully disclosed information.

- 19.4. The Recipient shall have no obligation to safeguard Confidential Information that: (i) was, at the time of receipt, already known to the Recipient free of any obligation to keep confidential and evidenced by written records prepared prior to delivery by the Discloser; (ii) is, or becomes publicly known through no wrongful act of the Recipient; (iii) is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation to the Discloser with respect to such information; (iv) is independently developed by an employee, agent, or contractor of the Recipient which individual is not involved in any manner with the provision of services pursuant to this Agreement and does not have any direct or indirect access to the Proprietary Information; (v) is disclosed to a third person by the Discloser without similar restrictions on such third person's rights; (vi) is approved for release by written authorization of the Discloser; is required to be made public by the Recipient pursuant to applicable law or regulation provided that the Recipient shall furnish the Discloser with written notice of such requirement as soon as possible and prior to such disclosure. The Discloser may then either seek appropriate protective relief from all or part of such requirement or, if it fails to successfully do so, it shall be deemed to have waived the Recipient's compliance with this Section 19 with respect to all or part of such requirement. The Recipient shall use all commercially reasonable efforts to cooperate with the Discloser in attempting to obtain any protective relief that such Discloser chooses to obtain.
- 19.5. Either Party will have the right to disclose Confidential Information to any mediator, arbitrator, state or federal regulatory body, or a court in the conduct of any mediation, arbitration or approval of this Agreement, as long as, in the absence of an applicable protective order, the Discloser has been previously notified by the Recipient in time sufficient for the Recipient to undertake all lawful measures to avoid disclosing such information and for Discloser to have reasonable time to seek or negotiate a protective order before or with any applicable mediator, arbitrator, state or regulatory body or a court.
- 19.6. The Parties recognize that an individual end user may simultaneously seek to become or be a Customer of both Parties. Nothing in this Agreement is intended to limit the ability of either Party to use customer specific information lawfully obtained from Customers or sources other than the Discloser.

- 19.7. Each Party's obligations to safeguard Confidential Information disclosed prior to expiration or termination of this Agreement will survive such expiration or termination without renewal for a period of two years.
- 19.8. Except as otherwise specifically provided herein, no license is hereby granted under any patent, trademark, or copyright, nor is any such license implied solely by virtue of the disclosure of any Confidential Information.
- 19.9. Notwithstanding any other provision of this Agreement, the Confidential Information provisions of this Agreement shall apply to all information regarding the usage and other characteristics of the other Party's Customers acquired by either Party in performing under this Agreement, and to all information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the date of this Agreement and each Party's obligation to safeguard Confidential Information disclosed prior to expiration or termination of this Agreement will survive such expiration or termination.
- 19.10. Pursuant to Section 222(b) of the Act, both Parties agree to limit their use of Confidential Information received from the other to the permitted purposes identified in the Act.
- 19.11. Notwithstanding any of the foregoing, either Party shall be entitled to disclose Confidential Information on a confidential basis to regulatory agencies upon request for information as to such Party's activities under the Act and need not provide prior written notice of such disclosure to the other party if the disclosing Party has obtained an appropriate order for protective relief or other reliable assurance that confidential treatment shall be accorded to such Confidential Information.
- 19.12. Each Party agrees that the Discloser may be irreparably injured by a disclosure in breach of this Agreement by the Recipient or its representatives and the Discloser will be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach or threatened breach of the confidentiality provisions of this Agreement. Such remedies will not be deemed to be the exclusive remedies for a breach of this Agreement, but will be in addition to all other remedies available at law or in equity.

20. DISCLAIMER OF WARRANTIES

- 20.1. EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NEITHER PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE INTERCONNECTION, FUNCTIONS, PRODUCTS AND SERVICES IT PROVIDES UNDER OR IS COMTEMPLATED TO PROVIDE UNDER THIS AGREEMENT AND EACH PARTY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS

FOR A PARTICULAR PURPOSE. ADDITIONALLY, NEITHER PARTY TO THIS AGREEMENT ASSUMES ANY RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY ANY OTHER PARTY TO THIS AGREEMENT WHEN SUCH DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD PARTY.

21. DISPUTE RESOLUTION

- 21.1. **Finality of Disputes.** Except as otherwise specifically provided for in this Agreement, no Claims will be brought for disputes arising from this Agreement more than 24 months from the date the occurrence which gives rise to the dispute is discovered or reasonably should have been discovered with the exercise of due care and attention.
- 21.2. **Alternative to Litigation.** Except as otherwise specifically provided for in this Agreement, the Parties desire to resolve disputes arising out of this Agreement without court litigation. Accordingly, the Parties agree to use the following Dispute Resolution procedure with respect to any controversy or Claim arising out of or relating to this Agreement or its breach.
- 21.3. **Commencing Dispute Resolution.** Dispute Resolution shall commence upon the sending from one Party to the other of written notice of a controversy or Claim arising out of or relating to this Agreement or its breach. No Party may pursue any Claim unless such written notice has first been given to the other Party.
- 21.4. **Informal Resolution of Disputes.** When such written notice has been given, as required by Section 21.3, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the prior written concurrence of both Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit.
- 21.5. **Formal Dispute Resolution.** If the Parties are unable to resolve the dispute through the informal procedure described above in Section 21.4, then either Party may invoke the following formal Dispute Resolution procedures by submitting to the other Party a written demand for arbitration. Unless agreed upon by the Parties, formal dispute resolution procedures described below, including arbitration or other

procedures as appropriate, may be invoked not earlier than sixty (60) Days after the date of the letter initiating dispute resolution under Section 21.3.

21.5.1. **Claims Subject to Mandatory Arbitration.** The following Claims, if not settled through informal dispute resolution, will be subject to mandatory arbitration pursuant to Section 21.6 below: all unresolved billing disputes involving amounts (whether billed by Carrier to Telco or Telco to Carrier) equal to or less than one (1) percent of the amounts billed to Carrier by Telco under this Agreement during the calendar year in which the dispute arises. For any calendar year in which Telco does not issue a bill to Carrier each month, the Parties, in determining whether this Section applies, will annualize the bills issued for that calendar year.

21.5.2. **Claims Subject to Elective Arbitration.** All Claims not described in Section 21.5.1 above will be subject to arbitration if, and only if, the Claim is not settled through informal dispute resolution and both parties agree to arbitration. If both parties do not agree to arbitration, then either party may proceed with any remedy available to it pursuant to law, equity or agency mechanism.

21.6. **Arbitration.** Disputes subject to mandatory or elective arbitration under the provisions of this Agreement will be submitted to a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or pursuant to such other provider of arbitration services or rules as the Parties may agree. Each arbitration will be held in the city identified in Appendix –Arbitration Location (Wireless) for the State, unless the parties agree otherwise. The arbitration hearing will be requested to commence within sixty (60) Days of the demand for arbitration. The arbitrator will control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs upon a schedule determined by the arbitrator. The Parties will request that the arbitrator rule on the dispute by issuing a written opinion within thirty (30) Days after the close of hearings. The Federal Arbitration Act, 9 U.S.C. §§ 1-16, not state law, shall govern the arbitrability of all disputes. The arbitrator will have no authority to award punitive damages, exemplary damages, consequential damages, multiple damages, or any other damages not measured by the prevailing party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of the Agreement. The arbitrator shall be knowledgeable of telecommunications issues. The times specified in this Section 21.6 may be extended or shortened upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Each Party will bear its own costs of these procedures, including attorneys' fees. The Parties will equally split the fees of the arbitration and the arbitrator. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

21.7. Resolution of Billing Disputes. The following provisions apply specifically to the resolution of billing disputes.

21.7.1. When a billing dispute is resolved in favor of the billed Party the following will occur within thirty (30) Days:

21.7.1.1. Interest will be paid by the billing Party on any amounts paid in excess of the amount found to be due according to the Dispute Resolution.

21.7.1.2. Payments made in excess of the amount found to be due according to the Dispute Resolution will be reimbursed by the billing Party.

21.7.2. When a billing dispute is resolved in favor of the billing Party, the following will occur within thirty (30) Days:

21.7.2.1. Late payment charges will be paid by the billed Party on any amount not paid that was found to be due according to the Dispute Resolution.

21.7.2.2. Any amounts not paid but found to be due according to the Dispute Resolution will be paid to the billing Party.

21.8. No Conflict. The Dispute Resolution procedures set forth in this Agreement are not intended to conflict with applicable requirements of the Act or the state commission with regard to procedures for the resolution of disputes arising out of this Agreement.

21.9. Carrier elects to incorporate Appendix – Merger as an additional provision pursuant to the provisions stated therein.

22. EFFECTIVE DATE

22.1. This Agreement shall become effective upon approval by the Commission.

23. FORCE MAJEURE

23.1. Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, cable cuts, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or

services of other persons or transportation facilities or acts or omissions of transportation carriers. In such event, the Party affected shall, upon giving prompt notice to the other Party, be excused from such performance on a Day-to-Day basis to the extent of such interference (and the other Party shall likewise be excused from performance of its obligations on a Day-for-Day basis to the extent such Party's obligations related to the performance so interfered with). The affected Party shall use its best efforts to avoid or remove the cause of nonperformance and both Parties shall proceed to perform with dispatch once the causes are removed or cease.

24. GOVERNING LAW

- 24.1. The validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the Parties will be governed by the Act, FCC rules and regulations, Commission rules and regulations, and the domestic laws of the State, without regard to its conflicts of laws principles.

25. HEADINGS

- 25.1. The headings in this Agreement are inserted for convenience and identification only and will not be considered in the interpretation of this Agreement.

26. INDEMNITY

- 26.1. Except as otherwise expressly provided herein or in specific appendices, each Party shall be responsible only for the Interconnection, functions, products, Facilities, Trunks and services which are provided by that Party, its authorized agents, subcontractors, or others retained by such parties, and neither Party shall bear any responsibility for the Interconnection, functions, products and services provided by the other Party, its agents, subcontractors, or others retained by such parties.
- 26.2. Except as otherwise expressly provided herein or in specific appendices, and to the extent not prohibited by Applicable Law and not otherwise controlled by tariff, each Party (the "Indemnifying Party") shall release, defend and indemnify the other Party (the "Indemnified Party") and hold such Indemnified Party harmless against any Loss to a third party arising out of the negligence or willful misconduct ("Fault") of such Indemnifying Party, its agents, its Customers, contractors, or others retained by such parties, in connection with the Indemnifying Party's provision of Interconnection, functions, products and services under this Agreement; provided, however, that (i) with respect to employees or agents of the Indemnifying Party, such Fault occurs while performing within the scope of their employment, (ii) with respect to subcontractors of the Indemnifying Party, such Fault occurs in the course of performing duties of the subcontractor under its subcontract with the Indemnifying Party, and (iii) with respect to the Fault of employees or agents of such subcontractor, such Fault occurs while performing within the scope of their

employment by the subcontractor with respect to such duties of the subcontractor under the subcontract.

- 26.3. In the case of any Loss alleged or claimed by a Customer of either Party, the Party whose Customer alleged or claimed such Loss (the "Indemnifying Party") shall defend and indemnify the other Party (the "Indemnified Party") against any and all such Claims or Losses by its Customer regardless of whether the underlying Interconnection, function, product or service giving rise to such Claim or Loss was provided or provisioned by the Indemnified Party, unless the Claim or Loss was caused by the gross negligence or willful misconduct of the Indemnified Party.
- 26.4. A Party (the "Indemnifying Party") shall defend, indemnify and hold harmless the other Party ("Indemnified Party") against any Claim or Loss arising from the Indemnifying Party's use of Interconnection, functions, products and services provided under this Agreement involving:
 - 26.4.1. Any Claim or Loss arising from such Indemnifying Party's use of Interconnection, functions, products and services offered under this Agreement, involving any Claim for libel, slander, invasion of privacy, or infringement of Intellectual Property rights arising from the Indemnifying Party's or its Customer's use.
 - 26.4.1.1. The foregoing includes any Claims or Losses arising from disclosure of any Customer-specific information associated with either the originating or terminating numbers used to provision Interconnection, functions, products or services provided hereunder and all other Claims arising out of any act or omission of the Customer in the course of using any Interconnection, functions, products or services provided pursuant to this Agreement.
 - 26.4.1.2. The foregoing includes any Losses arising from Claims for actual or alleged infringement of any Intellectual Property right of a third party to the extent that such Loss arises from an Indemnifying Party's or an Indemnifying Party's Customer's use of Interconnection, functions, products or services provided under this Agreement; provided, however, that an Indemnifying Party's obligation to defend and indemnify the Indemnified Party shall not apply:
 - 26.4.1.2.1. where an Indemnified Party or its Customer modifies Interconnection, functions, products or services; and
 - 26.4.1.2.2. no infringement would have occurred without such modification.

- 26.4.2. any and all penalties imposed on either Party because of the Indemnifying Party's failure to comply with the Communications Assistance to Law Enforcement Act of 1994 (CALEA); provided that the Indemnifying Party shall also, at its sole cost and expense, pay any amounts necessary to modify or replace any equipment, or services provided to the Indemnified Party under this Agreement to ensure that such equipment, and services fully comply with CALEA.
- 26.5. Intellectual Property. Should this Agreement be modified at any time to allow a Party to obtain network elements, the Parties will immediately negotiate appropriate provisions to address the protection of third party Intellectual Property rights related to any provided network elements and the indemnification of the providing Party for asserted or actual violations of those rights by the other Party.
- 26.6. Each Party ("Indemnifying Party") shall reimburse the other Party ("Indemnified Party") for damages to the Indemnified Party's equipment, Interconnection Trunks and other property utilized to provide Interconnection hereunder caused by the negligence or willful act of the Indemnifying Party, its agents, subcontractors or Customer or resulting from the Indemnifying Party's improper use of the Indemnified Party's equipment, Interconnection Trunks or other property, or due to malfunction of any functions, products, services or equipment provided by any person or entity other than the Indemnified Party. Upon reimbursement for damages, the Indemnified Party will cooperate with the Indemnifying Party in prosecuting a Claim against the person causing such damage. The Indemnifying Party shall be subrogated to the right of recovery by the Indemnified Party for the damages to the extent of such payment.

26.7. Indemnification Procedures

- 26.7.1. Whenever a Claim shall arise for indemnification under this Section 26, the relevant Indemnified Party, as appropriate, shall promptly notify the Indemnifying Party and request in writing the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such Claim.
- 26.7.2. The Indemnifying Party shall have the right to defend against such liability or assertion, in which event the Indemnifying Party shall give written notice to the Indemnified Party of acceptance of the defense of such Claim and the identity of counsel selected by the Indemnifying Party.
- 26.7.3. Until such time as Indemnifying Party provides written notice of acceptance of the defense of such Claim, and after having given notice of the claim, the Indemnified Party shall defend such Claim, at the expense of the Indemnifying Party, subject to any right of the Indemnifying Party to seek

reimbursement for the costs of such defense in the event that it is determined that Indemnifying Party had no obligation to indemnify the Indemnified Party for such Claim.

- 26.7.4. Upon accepting the defense, the Indemnifying Party shall have exclusive right to control and conduct the defense and settlement of any such Claims, subject to consultation with the Indemnified Party. So long as the Indemnifying Party is controlling and conducting the defense, the Indemnifying Party shall not be liable for any settlement by the Indemnified Party unless such Indemnifying Party has approved such settlement in advance and agrees to be bound by the agreement incorporating such settlement.
- 26.7.5. At any time, an Indemnified Party shall have the right to refuse a compromise or settlement, and, at such refusing Party's cost, to take over such defense; provided that, in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the refusing Party against, any cost or liability in excess of such refused compromise or settlement.
- 26.7.6. With respect to any defense accepted by the Indemnifying Party, the Indemnified Party will be entitled to participate with the Indemnifying Party in such defense if the Claim requests equitable relief or other relief that could affect the rights of the Indemnified Party, and shall also be entitled to employ separate counsel for such defense at such Indemnified Party's expense.
- 26.7.7. If the Indemnifying Party does not accept the defense of any indemnified Claim as provided above, the Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party.
- 26.7.8. In the event of a failure to assume the defense, the Indemnified Party may negotiate a settlement, which shall be presented to the Indemnifying Party. If the Indemnifying Party refuses to agree to the presented settlement, the Indemnifying Party may take over the defense. If the Indemnifying Party refuses to agree to the presented settlement and refuses to take over the defense, the Indemnifying Party shall be liable for any reasonable cash settlement not involving any admission of liability by the Indemnifying Party, though such settlement may have been made by the Indemnified Party without approval of the Indemnifying Party, it being the Parties' intent that no settlement involving a non-monetary concession by the Indemnifying Party, including an admission of liability by such Party, shall take effect without the written approval of the Indemnifying Party.
- 26.7.9. Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such Claim and the relevant records of each Party shall be available to the other Party with

respect to any such defense, subject to the restrictions and limitations set forth in Section 19.

26.8. Carrier agrees to release, indemnify, defend and hold harmless Telco from any and all Loss, or any liability whatsoever, except for Claims arising as a direct result of Telco's own negligence or willful misconduct, arising out of Telco's provision of E911 Service hereunder or out of Carrier's Customers use of the E911 Service, whether suffered, made, instituted or asserted by Carrier or its Customers or by any other parties or persons, for any personal injury or death of any person or persons, or for any Loss, damage or destruction of any property, whether owned by the , its Customers or others.

27. INTELLECTUAL PROPERTY

27.1. Any Intellectual Property originating from or developed by a Party shall remain in the exclusive ownership of that Party.

28. INTERPRETATION AND CONSTRUCTION

28.1. Wherever a tariffed rate is cited or quoted, it is understood that said cite incorporates any changes to said tariffs as required by the Act.

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

28.3. This Agreement may be negotiated for more than one state, as listed on Appendix States (Wireless). However, this Agreement shall be applied separately and distinctly to the Parties' operations in each individual state.

28.4. This Agreement (including all attachments hereto), and every interconnection, service and network element provided hereunder, is subject to all rates, terms and conditions contained in this Agreement (including all attachments hereto) that are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. Without limiting the general applicability of the foregoing, the Terms and Termination provisions of this Agreement are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder.

28.5. For ease of administration, this Agreement contains certain specified rates, terms and conditions which apply only in a designated State ("State-Specific Terms"). To the

extent that this Agreement contains State-Specific Terms, such State-Specific Terms shall not apply and shall have no effect in any other State(s) to which this Agreement is submitted for approval under Section 252(e) of the Act. When the Parties negotiate an interconnection agreement for an additional state, neither Party shall be precluded by any language in this Agreement from negotiating State-Specific Terms for the state in which they are to apply.

29 INTERVENING LAW

29.1 This Agreement and related Amendments are the result of negotiations between the Parties and may incorporate certain provisions that resulted from arbitration by the appropriate state Commission(s). In entering into this Agreement and any Amendments to such Agreement and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al.* 535 U.S. 467 (2002); *USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98 and 98-147 (FCC 03-36) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), and the FCC's Biennial Review Proceeding; the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-313 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); the FCC's Report and Order and Notice of Proposed Rulemaking (FCC 05-150), CC Docket Nos. 02-33, 01-337, 95-20, 98-10 and WC Docket Nos. 04-242 and 05-271 (rel. Sept. 23, 2005) ("Title I Order"); the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including any amendments to this Agreement), Telco has no obligation to provide unbundled network elements (UNEs) to Carrier and shall have no obligation to provide UNEs beyond those that may be required by the Act, if any, including the lawful and effective FCC rules and associated FCC and judicial orders. The Parties acknowledge and agree that Telco has exercised its option to adopt the FCC ISP terminating compensation plan ("FCC Plan") in California and as of the date of that election by Telco, the FCC Plan shall apply to this Agreement, as more specifically provided for herein. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s),

term(s) and/or condition(s) (“Provisions”) of the Agreement and/or otherwise affects the rights or obligations of either Party that are addressed by this Agreement, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party (“Written Notice”). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

30 LAW ENFORCEMENT AND CIVIL PROCESS

- 30.1 Intercept Devices. Local and federal law enforcement agencies periodically request information or assistance from local telephone service providers. When either Party receives a request associated with a Customer of the other Party, it shall refer such request to the Party that serves such Customer, unless the request directs the receiving Party to attach a pen register, trap-and-trace or form of intercept on the Party's facilities, in which case that Party shall comply with any valid request.
- 30.2 Subpoenas. If a Party receives a subpoena for information concerning a Customer the Party knows to be a Customer of the other Party, it shall refer the subpoena to the requesting party with an indication that the other Party is the responsible company, unless the subpoena requests records for a period of time during which the receiving Party was the Customer's service provider, in which case that Party will respond to any valid request.
- 30.3 The Parties will cooperate to comply with any request for information or assistance from law enforcement agencies. However, neither Party shall be held liable for any Claims or damages arising from compliance with such requests relating to the other Party's Customers and the Party serving such Customer agrees to indemnify and hold the other Party harmless against any and all such Claims.

31 LIMITATION OF LIABILITY

- 31.1 Except for indemnity obligations or as otherwise provided in specific appendices under this Agreement and except to the extent (if at all) prohibited by law or public policy, each Party's liability to the other Party for any Loss relating to or arising out of such Party's performance under this Agreement, including but not limited to any negligent act or omission (whether willful or inadvertent), whether in contract, tort or otherwise, including but not limited to alleged breaches of this Agreement and causes of action alleged to arise from allegations that breach of this Agreement also

constitute a violation of a statute, including but not limited to the Act, shall not exceed in total the amount that Party has charged or would have charged to the other Party for the affected service(s) or function(s) which were not performed or were improperly performed.

- 31.2 Apportionment of Fault. Except for Losses alleged or Claimed by a Customer of either Party and except as otherwise provided in specific appendices, in the case of any Loss alleged or Claimed by a third party arising out of the negligence or willful misconduct of both Parties, each Party shall bear, and its obligation under this Section shall be limited to, that portion of the resulting expense caused by its own negligence or willful misconduct or that of its agents, servants, contractors, or others acting in aid or concert with it.
- 31.3 Except to the extent (if at all) this provision is prohibited by law or public policy, neither Carrier nor Telco shall be liable to the other Party for any indirect, incidental, consequential, reliance, special or punitive damages suffered by the other Party (including, without limitation, damages for harm to business, Loss of anticipated revenues, savings, or profits, or other economic Loss suffered by such other Party), regardless of the form of action, whether in contract, warranty, strict liability, tort or otherwise, including without limitation negligence of any kind, whether active or passive (and including alleged breaches of this Agreement and causes of action alleged to arise from allegations that breach of this Agreement constitutes a violation of the Act or other statute), and regardless of whether the Parties knew or had been advised of the possibility that such damages could result in connection with or arising from anything said, omitted, or done hereunder or related hereto including willful acts or omissions (collectively, "Consequential Damages"); provided that the foregoing shall not limit (i) a Party's obligation under this Agreement to indemnify, defend, and hold the other Party harmless against any amounts payable to a third party, including any Losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including attorney's fees) and Consequential Damages of such third party, or (ii) a Party's liability to the other Party for willful or intentional misconduct, including gross negligence. Except as provided in the prior sentences, each Party hereby releases and holds harmless the other Party (and such other Party's Affiliates, and their respective officers, directors, employees and agents) from any such Claim.
- 31.4 Neither Party assumes any liability for any act or omission of the other in the furnishing of its service to its Customers solely by virtue of entering into this Agreement.
- 31.5 This Section 31 is not intended to exempt any Party from liability under this Agreement, but only to set forth the scope of damages that are recoverable. Both Parties acknowledge that they negotiated regarding alternate limitation of liability provisions but that such provisions would have altered the cost, and thus the price, of providing the interconnection, network elements and services hereunder and no

different pricing reflecting different costs and different limits of liability was agreed to.

31.6 When the lines or services of other companies and Telecommunications Carriers are used in establishing connections to and/or from points not reached by a Party's lines, neither Party shall be liable for any act or omission of the other companies or Telecommunications Carriers.

32 MULTIPLE COUNTERPARTS

32.1 This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but such counterparts together constitute one and the same document.

33 NETWORK MANAGEMENT

33.1 Any Party may use or request protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic to or from each other's network, when required to protect the public switched network from congestion due to Facility failures, switch congestion, or failure or focused overload. The Parties will immediately notify each other of any protective control action planned or executed.

33.2 Where the capability exists, originating or terminating traffic reroutes may be implemented by any Party to temporarily relieve network congestion due to Facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal Trunk servicing. Expansive controls will only be used when the Parties mutually agree.

33.3 The Parties shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, in order to prevent or mitigate the impact of these events on the public switched network.

33.4 Both Parties shall work cooperatively to prevent use of anything provided under this Agreement in any manner that interferes with third parties in the use of their service, prevents third parties from using their service, impairs the quality of service to other Telecommunications Carriers or to either Party's Customers, causes electrical hazards to either Party's personnel, damage to either Party's equipment, or malfunction of either Party's billing equipment. At the earliest practicable time, each Party will provide the other verbal notice of any such network harm that could effect the other Party, its network, or its Customers.

33.5 Carrier and Telco will work cooperatively to install and maintain a reliable network. Carrier and Telco will exchange appropriate information (e.g., maintenance contact

numbers, network information, information required to comply with law enforcement and other security agencies of the government and such other information as the Parties shall mutually agree) to achieve this desired reliability.

- 33.6 Carrier shall acknowledge calls in accordance with the following protocols.
 - 33.6.1 Carrier will provide a voice intercept announcement or distinctive tone signals to the calling party when a call is directed to a number that is not assigned by Carrier.
 - 33.6.2 Carrier will provide a voice announcement or distinctive tone signals to the calling party when a call has been received and accepted by Carrier's MSC.
 - 33.6.3 When Carrier's MSC is not able to complete calls because of a malfunction in the MSC or other equipment, Carrier will either divert the call to its operator, or provide a recorded announcement to the calling party advising that the call cannot be completed.
 - 33.6.4 Carrier will provide supervisory tones or voice announcements to the calling party on all calls, consistent with standard telephone industry practices.
- 33.7 Each Party will provide the other Party a 24 hour network management contact and a trouble reporting number.

34 NON-WAIVER

- 34.1 Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.

35 NOTICES

- 35.1 Subject to Section 35.6, notices given by one Party to the other Party under this Agreement shall be in writing (unless specifically provided otherwise herein), and, unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be delivered personally; delivered by express overnight delivery service; mailed via first class U.S. Postal Service with postage prepaid and a return receipt requested; or delivered by facsimile; provided that a paper copy is also sent by a method described above.
- 35.2 Notices will be deemed given as of the earliest of the date of actual receipt; the next Business Day when sent via express overnight delivery service; five (5) Days after mailing in the case of first class U.S. Postal Service; or on the date set forth on the confirmation produced by the sending facsimile machine when delivered by

facsimile prior to 5:00 p.m. in the recipient's time zone, but the next Business Day when delivered by facsimile at 5:00 p.m. or later in the recipient's time zone.

35.3 Notices will be addressed to the Parties as follows:

To Carrier:

Paul Rauscher, Technical Services
Flat West Wireless, LLC d/b/a Cleartalk
5225 S. Loop 289
Ste 128
Lubbock, TX 79424
Fax: 877-918-5550
E-mail: prauscher@flatwireless.com

To Telco:

Contract Administration
ATTN: Notices Manager
311 S. Akard St., 9th Floor
Four Bell Plaza
Dallas, TX 75202-5398
Fax #: 214-464-2006

35.4 Either Party may unilaterally change its designated contact, address, telephone number and/or facsimile number for the receipt of notices by giving written notice to the other Party in compliance with this Section. Any notice to change the designated contact, address, telephone and/or facsimile number for the receipt of notices shall be deemed effective ten (10) Days following receipt by the other Party.

35.5 Each Party agrees to inform the other of any name change or change in its legal status in writing within thirty (30) Days of the effective date of such change.

35.6 Accessible Letters.

35.6.1 Telco will communicate official information to Carrier via Telco's Accessible Letter e-mail notification process. This process involves electronic transmission and/or posting to the AT&T Prime Access website a variety of subjects, including updates on products/services promotions; deployment of new products/services; modifications and price changes to existing products/services; cancellation or retirement of existing products/services; and operational issues. Accessible Letter notification will be deemed given as of the earlier of the date of actual receipt and the date set forth on the e-mail receipt. Carrier shall notify Telco of all e-mail addresses to which Accessible Letter notification is to be sent.

36 NUMBERING

- 36.1 It shall be the responsibility of each Party to program and update its own switches and network systems to recognize and route traffic to the other Party's assigned NPA-NXXs at all times. Neither Telco nor Carrier shall charge each other for changes to switch routing software necessitated by the opening of NPAs or NXXs, excluding non-geographic numbers (i.e., those numbers not correlated to a geographic location or Rate Center) as indicated in the LERG (i.e.. 800/888/500, 700 and 900). If either Party is authorized to recover its costs for changes to switch routing software necessitated by the opening of NPAs or NXXs, the Parties shall reimburse each other's costs according to such authorization.
- 36.2 The Parties shall comply with Central Office Code Assignment Guidelines, as currently specified in ATIS -0300051 and with Thousands-Block Number (NXX-X) Pooling Administration Guidelines as specified in ATIS-0300066, in performing the electronic input of their respective number assignment information into the Routing Database System.
- 36.3 To the extent that a dedicated NPA-NXX resides at a point in either Carrier or Telco's network when Customer is no longer served by that Party, then the Parties shall cooperate to reassign the routing V&H and the Common Language Location Identifier ("CLLI") of dedicated NPA-NXX(s) to points within the other Party's network as designated by the recipient Party. The Parties agree that each shall use best efforts to complete the reassignment of its dedicated NPA-NXX(s) into the other Party's network. The Parties agree to cooperate in order to complete the transfer of all codes no later than the end of twelve months from the Effective Date. Until an NPA-NXX is reassigned, it will continue to be assigned to Carrier or Telco's network as shown in the LERG.
- 36.4 Telco will forward a confirmation to Carrier in response to Carrier's request to add Carrier's NPA-NXXs to Trunk Groups, when Carrier submits such a request accompanied by an ASR without service and using the remarks section to refer to the NPA-NXX form. This NPA-NXX installation request will be treated as a no-charge order.
- 36.5 Both Parties will provide switch translations and billing contact points regarding the establishment of or modification to full number blocks.
- 36.6 Number Portability
 - 36.6.1 The Parties agree to implement PNP, in compliance with FCC or Commission orders, within and between their networks as soon as technically feasible, but no later than the schedule established by the FCC or the Commission.

36.6.2 Each Party shall recover its costs for PNP in accordance with FCC or Commission orders.

36.6.3 Except as otherwise agreed between the Parties in writing, to the extent that a Party performs a query or is required to perform a query pursuant to its obligations under any Applicable Laws or this Agreement, that Party will make arrangements to perform its own queries for PNP calls on an N-1 basis, where N is the entity terminating the call to the user. If Telco is the entity terminating the call to the user, Carrier is the N-1 entity, and Carrier fails to make the appropriate query, Telco will charge Carrier in accordance with Telco's applicable tariff. The Parties shall cooperate in conducting testing to ensure interconnectivity between their networks. Each Party shall inform the other of any network updates that may affect the other's network and shall, at the other's request, perform tests to validate the operation of the network.

36.6.4 Intentionally Left Blank.

36.7 Dialing Parity. Telco agrees that local dialing parity will be available to Carrier in accordance with the Act.

37 PATENTS, TRADEMARKS & TRADE NAMES

37.1 With respect to Claims of patent infringement made by third persons, Telco and Carrier shall defend, indemnify, protect and save harmless the other from and against all Claims arising out of the improper combining with or use by the indemnifying Party of any circuit, apparatus, system or method provided by that Party or its subscribers in connection with the Trunks furnished under this Agreement.

37.2 No license under patents is granted by either Party to the other, or shall be implied or arise by estoppel with respect to any circuit, apparatus, system, or method used by either Party in connection with any Trunks or services furnished under this Agreement.

37.3 Nothing in this Agreement will grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other for any purpose whatsoever, absent prior written consent of the other Party.

38 PUBLICITY

38.1 The Parties agree not to use in any advertising or sales promotion, press release or other publicity matter any endorsement, direct or indirect quote, or picture implying endorsement by the other Party or any of its employees without such Party's prior written approval. The Parties will submit to each other for written approval, prior to publication, all publicity matters that mention or display one another's name and/or

marks or contain language from which an endorsement of or affiliation with said name and/or marks may be inferred or implied; the Party to whom a request is made will respond promptly.

38.2 Neither Party will offer any services using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of the other Party or its Affiliates without the other Party's written authorization.

39 RECORDS

39.1 Each Party will keep adequate records of its operations and transactions under this Agreement and shall furnish to the other Party such information as may be reasonably required for the administration of this Agreement.

40 RELATIONSHIP OF THE PARTIES

40.1 This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express or implied shall create or be construed to create any third-party beneficiary rights hereunder.

40.2 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.

40.3 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.

40.4 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 its employees assisting in the performance of such obligations. Each Party and each Party's contractor(s) shall be solely responsible for all matters relating to payment of such employees, including the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to its employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts and all other regulations governing such matters. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees.

40.5 Nothing contained herein shall constitute the Parties as joint venturers, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other. Nothing herein will be construed as making either Party responsible or liable for the obligations and undertakings of the other Party. 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.

41 REMEDIES

41.1 Except as otherwise provided in this Agreement, no remedy set forth herein is intended to be exclusive and each and every remedy shall be cumulative and in addition to any other rights or remedies now or hereafter existing under Applicable Law or otherwise.

42 SERVICES

42.1 Each Party is solely responsible for the services it provides to its Customers and to other Telecommunications Carriers.

43 SURVIVAL OF OBLIGATIONS

43.1 Any liabilities or obligations of a Party for acts or omissions prior to the cancellations or termination of this Agreement, any obligation of a Party under the provisions regarding indemnification, limitations on liability, and any other provisions of this Agreement which, by their nature or terms, are intended to continue beyond (or to be performed after) the expiration or termination of this Agreement, will survive expiration or termination thereof, except that the survival of obligations as to protection of Confidential Information shall be governed by Section 19.

44 TAXES

44.1 Each Party purchasing Interconnection, resale services, network elements, functions, facilities, products and services under this Agreement shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, municipal fees, transfer, transaction or similar taxes, fees, or surcharges (hereinafter "Tax") imposed on, or with respect to, the Interconnection, resale services, network

elements, functions, facilities, products and services under this Agreement provided by or to such Party, except for (a) any Tax on either Party's corporate existence, status, or income or (b) any corporate franchise Taxes. Whenever possible, Taxes shall be billed as a separate item on the invoice.

- 44.2 With respect to any purchase of Interconnection, resale services, network elements, functions, facilities, products and services under this Agreement if any Tax is required or permitted by Applicable Law to be collected from the purchasing Party by the providing Party, then: (i) the providing Party shall bill the purchasing Party for such Tax; (ii) the purchasing Party shall remit such Tax to the providing Party; and (iii) the providing Party shall remit such collected Tax to the applicable taxing authority. Failure to include Taxes on an invoice or to state a Tax separately shall not impair the obligation of the purchasing Party to pay any Tax. Nothing shall prevent the providing Party from paying any Tax to the appropriate taxing authority prior to the time: (1) it bills the purchasing Party for such Tax, or (2) it collects the Tax from the purchasing Party. Notwithstanding anything in this Agreement to the contrary, the purchasing Party shall be liable for and the providing Party may collect Taxes which were assessed by or paid to an appropriate taxing authority within the statute of limitations period but not included on an invoice within four (4) years after the Tax otherwise was owed or due. The above notwithstanding, the providing Party shall not bill or collect from the purchasing Party any Tax later than twelve months after the Tax has been assessed and billed by the taxing authority to the providing Party.
- 44.3 With respect to any purchase hereunder of Interconnection, resale services, network elements, functions, facilities, products and services under this Agreement that are resold to a third party, if any Tax is imposed by Applicable Law on the Customer in connection with any such purchase, then: (i) the purchasing Party shall be required to impose and/or collect such Tax from the Customer; and (ii) the purchasing Party shall remit such Tax to the applicable taxing authority. The purchasing Party agrees to indemnify and hold harmless the providing Party for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such tax to such authority.
- 44.4 If the providing Party fails to bill or to collect any Tax as required herein, then, as between the providing Party and the purchasing Party: (i) the purchasing Party shall remain liable for such uncollected Tax; and (ii) the providing Party shall be liable for any penalty and interest assessed with respect to such uncollected Tax by such authority. However, if the purchasing Party fails to pay any Taxes properly billed, then, as between the providing Party and the purchasing Party, the purchasing Party will be solely responsible for payment of the Taxes, penalty and interest. If the purchasing Party fails to impose any Tax on and/or collect any Tax from Customers as required herein, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such uncollected Tax and any interest and penalty assessed thereon with respect to the uncollected Tax by the applicable

taxing authority. With respect to any Tax that the purchasing Party has agreed to pay or impose on and/or collect from Customers, the purchasing Party agrees to indemnify and hold harmless the providing Party for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such Tax to such authority.

- 44.5 If either Party is audited by a taxing authority or other Governmental Authority, the other Party agrees to reasonably cooperate with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.
- 44.6 To the extent a sale is claimed to be for resale and thus subject to tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation of the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party for any period prior to the date that the purchasing Party presents a valid certificate. If Applicable Law excludes or exempts a purchase of Interconnection, resale services, network elements, functions, facilities, products and services under this Agreement from a Tax, but does not also provide an exemption procedure, then the providing Party will not collect such Tax if the purchasing Party (a) furnishes the providing Party with a letter signed by an officer of the purchasing Party claiming an exemption and identifying the Applicable Law that both allows such exemption and does not require an exemption certificate; and (b) supplies the providing Party with an indemnification agreement, reasonably acceptable to the providing Party, which holds the providing Party harmless from any tax, interest, penalties, Loss, cost or expense with respect to forbearing to collect such Tax.
- 44.7 With respect to any Tax or Tax controversy covered by this Section 44, the purchasing Party is entitled to contest with the imposing jurisdiction, pursuant to Applicable Law and at its own expense, any Tax that it is ultimately obligated to pay or collect. The purchasing Party will ensure that no lien is attached to any asset of the providing Party as a result of any contest. The purchasing Party shall be entitled to the benefit of any refund or recovery of amounts that it had previously paid resulting from such a contest. Amounts previously paid by the providing Party shall be refunded to the providing Party. The providing Party will cooperate in any such contest.
- 44.8 All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other under this Section 44 shall be sent in accordance with Section 34 hereof.

45 TERM AND TERMINATION

- 45.1 Except as provided herein, the Parties agree to interconnect pursuant to the terms defined in this Agreement until March 1, 2003 (The period from the Effective Date until this date is the "Initial Term"). Thereafter the Agreement shall continue in effect until terminated as provided herein.
- 45.2 At any time after a date 120 Days prior to the date stated in Section 45.1 above, either Party may request negotiations between the Parties for a new Interconnection agreement. Such negotiations shall begin within thirty (30) Days after delivery of such a request. Any resultant new Interconnection agreement shall be effective when approved by the Commission. Either Party's request under this Section will, for all purposes, be treated as a request under Section 252 of the Act for negotiation received by an incumbent local exchange carrier and will begin the process of voluntary negotiations.
- 45.3 This Agreement shall continue in effect until:
 - 45.3.1 a regulatory or judicial body approves a negotiated or arbitrated new interconnection agreement between the Parties for the state covered by this Agreement; or
 - 45.3.2 a new interconnection agreement between the Parties has become effective under the provisions of Section 252I of the Act; or
 - 45.3.3 one hundred and sixty days have passed from the date either party requested re-negotiation of this Agreement and no new interconnection agreement has taken effect and neither party has requested arbitration of unresolved issues pursuant to the Act, provided that the Parties have not expressly agreed to extend the term of this Agreement; or the time for negotiations provided by the Act, or
 - 45.3.4 this Agreement is terminated in accordance with the terms of this Section 45.
- 45.4 The Parties agree that, except as otherwise provided in this Agreement, the rules and timeframes of Section 252 of the Act shall apply to any request for a new interconnection agreement initiated under Section 45.2. This includes arbitration by the Commission in the timeframes established in Section 252 of the Act.
 - 45.4.1 If, for any reason, the Commission declines to arbitrate issues resulting from the negotiations, either party may petition the FCC to arbitrate such issues.
 - 45.4.2 If, for any reason, the FCC declines to arbitrate issues resulting from the negotiations, either party may seek judicial relief or the parties may agree to binding commercial arbitration, which shall be governed by the rules of the

American Arbitration Association, except as the Parties agree to modify such rules.

45.5 Notwithstanding any other provisions of this Agreement, this Agreement may be terminated at any time as mutually agreed upon by the Parties in writing.

45.6 In the event Carrier intends to cease providing its Authorized Services, Carrier shall communicate this intent to Telco in writing at least sixty (60) Days prior to the time Carrier intends to cease providing its Authorized Services. If its sends such a communication, Carrier may terminate this Agreement as part of that same advance written notice, subject to payment for Facilities or arrangements provided or for costs incurred.

45.7 Violation Of or Refusal to Comply with Provisions of Agreement:

45.7.1 Either Party may provide thirty (30) Days written notice to the other of repeated or willful material violation of, or refusal to comply with, the provisions of this Agreement.

45.7.2 If such material violation or refusal has continued uncured for thirty (30) Days following receipt of such written notice by the defaulting Party, the other Party may terminate this Agreement on thirty (30) Days written notice.

45.7.3 The terminating Party shall notify the FCC and the Commission and concurrently give the other Party written notice of the prospective date and time of discontinuance of service.

45.8 Immediate Termination:

45.8.1 This Agreement shall immediately terminate upon the permanent suspension, revocation, or termination by other means of either Party's authority to provide services over its network and shall be suspended during periods of temporary suspension, revocation, or termination of such authority.

45.8.2 Notwithstanding such termination, the terminating Party shall notify in writing the Party who has lost its authority, not less than thirty (30) Days prior to discontinuing the interconnection arrangements provided hereunder.

45.8.3 At such time the terminating Party will also notify in writing the FCC and the Commission of the prospective discontinuance.

45.9 Upon termination of this Agreement, the monthly charges payable under the Agreement shall be prorated to the date of termination, provided that the Trunks for which such charge is levied has been in service for more than one (1) month.

Otherwise, the full monthly charge shall be due on termination, together with any applicable non-recurring charges.

45.10 If this Agreement is terminated for any reason and the Parties continue to provide Facilities, Trunks and/or services hereunder, then the rates, terms and conditions under which those items are provided will be those contained in pertinent Telco tariffs, or in the absence of any pertinent tariffs for the provision of services to CMRS providers, then the terms and conditions contained herein shall continue to apply to such items until a new contract between the Parties is in place, unless otherwise agreed.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Flat West Wireless, LLC d/b/a Cleartalk

Signature: 

Printed: Kevin Beierhardt

Title: President / CEO

Date: 3/30/2010

**Pacific Bell Telephone Company d/b/a
AT&T California, by AT&T Operations,
Inc., its authorized agent**

Signature: 

Printed: Rebecca L. Sparks

Title: **EXECUTIVE DIRECTOR - REGULATORY**

Date: 4-22-10

OCN: 9607

ACNA: FWW

APPENDIX – DA (WIRELESS)**1. INTRODUCTION**

- 1.1 This Appendix sets forth the terms and conditions for Directory Assistance (DA) Services for Carrier provided by the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC).
- 1.2 **AT&T Inc.** means the holding company which owns the following ILECs: BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina, and AT&T Tennessee; Illinois Bell Telephone Company d/b/a AT&T Illinois; Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone Company d/b/a AT&T d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and AT&T Texas, and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin d/b/a AT&T Wisconsin.
- 1.3 As used herein, **AT&T-13STATE** means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 As used herein, **AT&T-12STATE** means an ILEC doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.5 As used herein, **AT&T-10STATE** means an ILEC doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.6 As used herein, **AT&T-7STATE** means an ILEC doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.7 As used herein, **AT&T-SWBT** means an ILEC doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.8 As used herein, **AT&T-AMERITECH** means an ILEC doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.9 As used herein, **PACIFIC** means an ILEC doing business in California.

- 1.10 As used herein, **NEVADA** means an ILEC doing business in Nevada.
- 1.11 As used herein, **SNET** means an ILEC doing business in Connecticut.
- 1.12 As used herein, AT&T California (“PACIFIC” or “TELCO”) means the applicable AT&T Inc. ILEC doing business in California.
- 1.12 The prices at which **TELCO** agrees to provide Carrier with Directory Services are contained in the applicable state tariff or Exhibit 1 – DA Pricing.

2. SERVICES

- 2.1 Where technically feasible and/or available, **TELCO** will provide the following DA Services:

2.1.1 DIRECTORY ASSISTANCE (DA)

Consists of providing directory assistance listing information (name, address and Published Number or an indication of “non-published status”) to Carrier’s Customers and, whenever appropriate, providing responses to requests for Non-Published Numbers and Non-List Numbers according to **TELCO** methods and procedures. Where available to Carrier’s Customers, DA is provided from the LATA in which Carrier connects to the SWBT DA Services Operator and includes directory assistance listing information for that and, in certain locations, nearby LATAs. DA does not include NLS.

2.1.2 DIRECTORY ASSISTANCE CALL COMPLETION (DACC)

A service in which a local or an intraLATA call to the requested number is completed on behalf of Carrier’s Customer, utilizing an automated voice system or with operator assistance. Provisioning of DACC requires DA. This service is referred to as DACC in **AT&T -10STATE/SNET**.

2.1.3 DIRECTORY ASSISTANCE Nationwide Listing Service (NLS)

A service in which listed telephone information (name, address, and telephone numbers throughout the 50 states) is provided for residential, business and government accounts to Carrier Customers. This service is available only from **AT&T-SWBT**. Carrier acknowledges that the Federal Communications Commission has issued an order that could affect **AT&T-SWBT** ability to offer NLS and that **AT&T-SWBT** may have to stop providing NLS at anytime. Carrier releases **AT&T-SWBT** from any and all claims, costs, damages, liabilities, losses, and expenses (including reasonable attorney fees), if **AT&T-SWBT** stops providing NLS. Carrier also agrees to indemnify, defend, and hold harmless **AT&T-SWBT** from any and all third party claims, costs, damages,

liabilities, losses, and expenses (including reasonable attorney fees), arising from AT&T-SWBT decision to stop providing NLS.

3. DEFINITIONS

3.1 The following terms are defined as set forth below:

- 3.1.1 “Call Branding” -The procedure of identifying a Carrier’s name audibly and distinctly to the Carrier’s Customer at the beginning of each DA Services call.
- 3.1.2 “Non-List Telephone Number or DA only Telephone Number”-A telephone number that, at the request of the telephone subscriber, is not published in a telephone directory, but is available from a DA operator.
- 3.1.3 “Non-Published Number” - A telephone number that, at the request of the telephone subscriber, is neither published in a telephone directory nor available from a DA operator.
- 3.1.4 “Published Number” - A telephone number that is published in a telephone directory and is available upon request by calling a DA operator.

4. CALL BRANDING

4.1 Where technically feasible and/or available, TELCO will brand DA in Carrier’s name based upon the criteria outlined below:

- 4.1.1 Where TELCO provides Carrier Operator Services (OS) and DA services via the same trunk, both the OS and DA calls will be branded with the same brand. Where TELCO is only providing DA service on behalf of the Carrier, the calls will be branded before the operator answers each call. In either case, a direct connection is required from the Carrier’s MSC to the TELCO operator assistance switch as specified in Section 6.1.1 below.
- 4.1.2 Carrier name used in branding calls may be subject to Commission regulations and should match the name in which Carrier is licensed.
- 4.1.3 AT&T-SWBT/SNET/AT&T-AMERITECH - Carrier will provide written specifications of its company name to be used by AT&T-SWBT/SNET/AT&T-AMERITECH to create Carrier specific branding messages for its DA calls in accordance with the methods and procedures in effect at that time, unless otherwise agreed in writing by both Parties.

4.1.4 **PACIFIC/NEVADA** - Carrier will provide recorded announcement(s) of its company name to be used to brand the Carrier's DA calls in accordance with the methods and procedures in effect at that time, unless otherwise agreed in writing by both Parties.

4.1.5 Carrier must provide 30 Days prior written notice to **TELCO** of each number from outside Carrier's assigned NPA-NXX that is ported to Carrier's network. Absent such notification **TELCO** will be unable to correctly brand calls from such numbers.

4.1.6 Multiple Brands:

4.1.6.1 **AT&T-SWBT** can support multiple brands on a single trunk group for a Carrier if all Customer records for all carriers utilizing the same trunk group are maintained in **AT&T -SWBT**'s LIDB.

4.1.7 Branding Load Charges:

4.1.7.1 **AT&T-SWBT** - An initial non-recurring charge applies per state, per brand, per operator assistance switch, for the establishment of Carrier specific branding. An additional non-recurring charge applies per state, per brand, per operator assistance switch for each subsequent change to the branding announcement. In addition, a per call charge applies for every DA call handled by **AT&T-SWBT** on behalf of Carrier for such services when multiple brands are required on a single Operator Services trunk group.

4.1.7.2 **PACIFIC/NEVADA** – An initial non-recurring charge applies per state, per brand, per operator assistance switch, for the establishment of Carrier specific branding. An additional non-recurring charge applies per state, per brand, per operator assistance switch for each subsequent change to the branding announcement.

4.1.7.3 **SNET** – Branding phrase(s) will be recorded on a per session basis. A session is defined as a single recording session, during which Customer's Branding phrase(s) are recorded. A non-recurring customized branding charge shall apply per session. Additional non-recurring charges may apply per brand, per load, per operator assistance switch for the establishment or subsequent change of Carrier specific branding.

4.1.7.4 **AT&T-AMERITECH** – An initial non-recurring charge applies per brand, per operator assistance Switch, per trunk group for the establishment of Carrier specific branding. An additional non-recurring charge applies per brand, per operator assistance switch,

per trunk group for each subsequent change to the branding announcement.

5. TRUNKING REQUIREMENTS

5.1 This section provides descriptions of the trunking requirements for interconnection for the provision of DA Services. All references to incoming and outgoing trunk groups are from the perspective of the Carrier.

5.2 Directory Assistance (DA):

5.2.1 DA is available in **TELCO**. Trunking for DA can be provided in one of the following three ways in **AT&T-10STATE**. Trunking for DA is available in **SNET** as detailed in 5.2.1.1 and 5.2.1.2. Trunking for DA is available in **PACIFIC/NEVADA** as detailed in 5.2.1.1.

5.2.1.1 A dedicated one-way outgoing trunk group from Carrier's MSC to an **TELCO** operator assistance switch utilizing Multi-Frequency ("MF") signaling. This trunk group type is required where Carrier requests DA without call handoff or DACC with call completion over **TELCO**'s network. Roamer DA traffic is not allowed over this trunk type.

5.2.1.2 A dedicated one-way incoming trunk group to Carrier's MSC from an **AT&T-10STATE/SNET** operator assistance switch utilizing Multi-Frequency ("MF") signaling. This trunk group type is required where Carrier requests DA with call handoff from **AT&T-10STATE/SNET** to Carrier.

5.2.1.3 A dedicated one-way outgoing trunk group from Carrier's MSC to a **AT&T -10STATE** end office switch utilizing a Type 1 Ancillary Services Connection for the delivery of Operator Services, DA and roaming DA traffic within each LATA. Roaming DA can only be passed over this DA trunk type.

5.2.2 Carrier may pass NPA-555-1212 calls to IXCs over a Trunk Side Tandem Switch Interconnection utilizing Type 2A interface with Feature Group D type signaling.

5.3 Directory Assistance Call Completion (DACC):

5.3.1 In addition to DA service Carrier may also request DACC service from **AT&T-10STATE/SNET**. When both DA and DACC services are provided, a dedicated trunk group is required as specified in 5.2.1.1 above.

5.4 Nationwide Directory Assistance (NDA):

5.4.1 In addition to DA and DACC service, where available, Carrier may also request NDA service. NDA requires a dedicated trunk group as specified in 5.2.1.1. DA and DACC traffic may be combined with NDA on this trunk group. This service is not available outside **AT&T-SWBT**.

6. RESPONSIBILITIES OF THE PARTIES

6.1 Carrier recognizes that **TELCO**'s provision of DA Services in a quality manner is dependent on **TELCO** being able to adequately plan and staff to handle DA Services calls from Carrier's Customers. Accordingly, Carrier will exclusively use **TELCO** as its provider of DA (as defined in Section 2.1) for Carrier's Service Area(s) in which **TELCO** operates during the term of this Agreement. Accordingly, Carrier will forecast annually the number of trunks, the busy hour, and the capacity in erlangs for each Directory Assistance trunk group.

6.2 Carrier will be responsible for providing the equipment and facilities necessary for signaling and routing calls with Automatic Number Identification (ANI) to each **TELCO** operator assistance switch.

6.2.1 **PACIFIC/NEVADA** - Services that require ANI, such as branding, cannot be provided when Carrier utilizes a LISA trunking arrangement. LISA trunks for DA will be eliminated when **PACIFIC/NEVADA**'s 5ACD switches are eliminated. At such time, Carrier will be responsible for providing direct trunks to each **PACIFIC/NEVADA** operator assistance switch.

6.3 Facilities necessary for the provision of DA Services shall be provided by the Parties hereto, using standard trunk traffic engineering procedures to insure that the objective grade of service is met. Each Party shall bear the costs for its own facilities and equipment.

6.4 Carrier shall submit orders to **TELCO** for DA Services using the applicable ordering processes.

6.5 Carrier may request negotiation of a separate contract for the inclusion of Carrier's Customer listings in **TELCO** DA database.

6.6 Where applicable, Carrier agrees that **TELCO** may utilize Carrier's Customer listings contained in **TELCO** DA database in providing existing and future **TELCO** DA or DA related services.

6.7 Where applicable, Carrier further agrees that **TELCO** can release Carrier's DA listings stored in **TELCO** DA database to competing providers.

7. METHODS AND PRACTICES

7.1 **TELCO** will provide DA Services to Carrier's Customers in accordance with **TELCO** DA methods and practices that are in effect at the time the DA call is made, unless otherwise agreed in writing by both Parties.

8. PRICING

8.1 Pricing for DA Services shall be based on the rates specified in the applicable state tariff or Exhibit 1 to this Appendix. After the expiration of the Initial Term of the Agreement, **TELCO** may change the prices for the provision of DA Services upon one hundred-twenty (120) Days' prior written notice to Carrier.

8.2 Where Carrier requests DACC in **AT&T-SWBT**, Carrier may customize the DACC announcement. The **AT&T-SWBT** rate for Carrier specific DACC announcements is specified in Exhibit 1 to this Appendix.

8.3 Applicable interconnection charges apply in addition to the appropriate charges for all DA and DACC calls completed.

8.4 DACC is available under a Multiple Rate Option in **AT&T -10STATE/SNET**.

8.4.1 When a call to DA is not completed using DACC, the charge for that call under this option will be the DA charge. When a call to DA is completed using DACC, the charge for that call under this option will be the DA charge plus the DACC charge.

8.4.2 Carrier must provide a ten digit Automatic Number Identification (ANI) following the called number in the signaling protocol.

8.4.3 Carrier has the option of providing the originating end user's ANI or an alternate Carrier billing number in the ANI field for the purpose of billing a DACC charge.

9. MONTHLY BILLING

9.1 For information regarding billing, non-payment, disconnection, and dispute resolution, see the main body of this Agreement.

9.2 **TELCO**, where available, will accumulate and provide Carrier such data as necessary for Carrier to bill its Customers.

9.3 When Carrier chooses the Multiple Rate Option in **AT&T-SWBT**, Billing Information Tapes (BIT) will be provided upon request on a daily basis detailing the call information associated with the ANI provided by the Carrier. The charge for BIT is listed in the applicable state tariff or Exhibit 1 to this Appendix.

Carrier has the option, in **AT&T-SWBT**, of receiving the call information via an Electronic Data Transmission (EDT) as detailed in Section 9.4.

9.4 EDT, where available, provides Carrier the option of receiving detailed call information via a data circuit instead of the daily BIT. The EDT data circuit (NDM) is established between **AT&T-SWBT**'s data center and Carrier's premises of choice. The type of EDT data circuit required is dependent upon the volume of billing information and the type of terminating equipment provided by Carrier at its premises. Carrier is responsible for the data circuit charges and any additional charges associated with EDT as specified in Exhibit 1 to this Appendix.

10. LIABILITY

10.1 The provisions set forth in the main body of this Agreement, including but not limited to those relating to limitation of liability and indemnification, shall govern performance under this Appendix.

10.2 Carrier also agrees to release, defend, indemnify, and hold harmless **TELCO** from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by **TELCO** employees and equipment associated with provision of DA Services, including but not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called or the telephone used to call DA Services.

11. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

11.1 This Agreement (including all attachments hereto), and every interconnection, service and network element provided hereunder, is subject to all rates, terms and conditions contained in this Agreement (including all attachments hereto) that are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. Without limiting the general applicability of the foregoing, the Terms and Termination provisions of this Agreement are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder.

EXHIBIT 1
CALIFORNIA PRICING – WIRELESS

A. DIRECTORY ASSISTANCE (DA)

Directory Assistance Rate, per call	\$ 0.40
National Directory Assistance (NDA), per call	\$ 0.65
Reverse Directory Assistance (RDA), per call	\$ 0.65
Business Category Search (BCS) per call	\$ 0.65
Express Call Completion/Directory Assistance Call Completion (DACC) – Rate per call	\$ 0.15
Express Call Completion/Directory Assistance Call Completion (DACC) – Call Completion LATA Wide – Per MOU	\$ 0.00436

B. CALL BRANDING

Branding – Other – Initial/Subsequent Load, per switch, per OCN	\$ 1,800.00
Branding and Reference/Rate Look Up, per OS/DA Call	\$ 0.03

APPENDIX – 911 (WIRELESS)**TERMS AND CONDITIONS FOR PROVIDING CONNECTION
TO E911 UNIVERSAL EMERGENCY NUMBER SERVICE****1. INTRODUCTION**

- 1.1 This Appendix sets forth terms and conditions for E911 Service provided by the applicable AT&T Inc. owned Incumbent Local Exchange Carrier (ILEC) and Carrier.
- 1.2 Wireless Emergency Number Service Access (“ENSA”) is a service which enables Carrier’s use of **TELCO** facilities and databases which **TELCO** uses in the provision of E911 Universal Emergency Number/ 911 Telecommunications Services, where **TELCO** is the 911 service provider. Universal Emergency Number/ 911 Telecommunications Service is purchased by Service Agencies from **TELCO**. Wireless ENSA makes available to Carrier only the service configuration purchased by the Service Agency from **TELCO**. **TELCO** shall provide Wireless Emergency Number Service Access to Carrier as described in this Appendix, in each area in which (i) Carrier is authorized to provide CMRS and (ii) **TELCO** is the 911 service provider. The Federal Communications Commission has, in FCC Docket 94-102, ordered that providers of CMRS make available to their end users certain E9-1-1 services, and has established clear and certain deadlines and by which said service must be available. Wireless E911 Service Access is compatible with Carrier’s Phase 1 and Phase II E911 obligations.
- 1.3 **AT&T Inc.** means the holding company which owns the following ILECs: BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina, AT&T Tennessee; Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, AT&T Texas, and Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.4 As used herein, **AT&T-13STATE** means the applicable above listed ILEC doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

- 1.5 As used herein, **AT&T-AMERITECH** means the applicable above listed ILEC doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.6 As used herein, **AT&T-PACIFIC** means the applicable above listed ILEC doing business in California.
- 1.7 As used herein, **AT&T-NEVADA** means the applicable above listed ILEC doing business in Nevada.
- 1.8 As used herein, **AT&T-CALIFORNIA** ("TELCO" OR "PACIFIC") means the applicable above listed ILEC doing business in California.
- 1.9 The prices at which **TELCO** agrees to provide Carrier with E911 Service are contained in the applicable Appendix Pricing and/or the applicable state access tariff where stated.

2. DEFINITIONS

- 2.1 "911 Call(s)" means a call made by an Carrier's Wireless Customer by dialing "911" (and, as necessary, pressing the "Send" or analogous transmitting button) on a Wireless Handset.
- 2.2 "Automatic Location Identification" or "ALI" means the necessary location data stored in the 911 SR/ALI Database which is sufficient to identify the tower and/or face from which a wireless call originates.
- 2.3 "Automatic Location Identification Database" or "ALI Database" means the emergency service (E911) database containing caller information. Caller information may include, but is not limited to, the carrier name, Call Back Number, and Cell Site/Sector Information.
- 2.4 "Automatic Number Identification" or "ANI" means a CAMA signaling parameter which refers to the number transmitted through a network identifying a pANI. With respect to 911 and E911, "ANI" means a feature by which the pANI is automatically forwarded to the 911 Selective Routing Switch and to the PSAP Customer Premise Equipment (CPE) for display.
- 2.5 "CAMA" means Centralized Automatic Message Accounting.
- 2.6 "Call Back Number" means the MIN or MDN, whichever is applicable, of an Carrier Wireless End User who has made a 911 Call, which may be used by the PSAP to call back the Carrier Wireless End User if a 911 Call is disconnected, to the extent that it is a valid, dialable number.

2.7 “Cell Sector” means a geographic area defined by Carrier (according to Carrier’s own radio frequency coverage data), and consisting of a certain portion or all of the total coverage area of a Cell Site.

2.8 “Cell Sector Identifier” means the unique alpha or alpha-numeric designation given to a Cell Sector that identifies that Cell Sector.

2.9 “Cell Site/Sector Information” means information that indicates to the receiver of the information the Cell Site location receiving a 911 Call made by an Carrier’s Wireless Customer, and which may also include additional information regarding a Cell Sector.

2.10 “NENA Company Identifier” or “ NENA ID” means a three to five (3 to 5) character identifier obtained by the Customer from the National Emergency Number Association (“NENA”), 4350 N. Fairfax Drive, Suite 750, Arlington, VA 22203-1695. The NENA company ID allows the PSAP to identify the switching carrier for the caller, and to determine the 24 x 7 number of the Company for emergency contact needs. The Company Identifier is maintained by NENA in a nationally accessible database.

2.11 “Database Management System” or "DBMS" means a system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing and/or Automatic Location Identification for 911 systems.

2.12 “Public Safety Answering Point (PSAP)” means and answering location for 911 calls originating in a given area. The E911 Authority may designate the PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs answer calls; secondary PSAPs receive calls on a transfer basis. PSAPs are public safety agencies such as police, fire, emergency, medical, etc., or a common bureau serving a group of such entities.

2.13 “E911 Customer” or “E911 Authority” means a municipality or other state or local government unit, or an authorized agent of one or more municipalities or other state or local government units to whom authority has been lawfully delegated as the administrative entity to manage a public emergency telephone system for emergency police, fire and medical services through the use of one telephone number, 911.

2.14 “E911 Service” means the functionality to route wireless 911 calls and the associated caller and/or location data of the wireless end user to the appropriate Public Safety Answering Point.

2.15 “E911 Trunk” means one-way terminating facilities which provide a trunk-side connection between Carrier’s MSC and AT&T’s 911 Tandem equipped to provide

access to 911 services as technically defined in Bellcore Technical Reference GR145-CORE.

- 2.16 “E911 Universal Emergency Number Service” (also referred to as “Expanded 911 Service” or “Enhanced 911 Service”) or “E911 Service” means a telephone exchange communications service whereby a PSAP answers telephone calls placed by dialing the number 911. E911 includes the service provided by the lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls dialed to 911. E911 provides completion of a call to 911 via dedicated trunking facilities and includes Automatic Number Identification (ANI), Automatic Location Identification (ALI), and/or Selective Routing (SR).
- 2.17 “Emergency Services” means police, fire, ambulance, rescue, and medical services.
- 2.18 “Emergency Service Number” or “ESN” means a three to five digit number representing a unique combination of emergency service agencies (Law Enforcement, Fire, and Emergency Medical Service) designated to serve a specific range of addresses within a particular geographical area. The ESN facilitates selective routing and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper service agency(ies).
- 2.19 “Mobile Directory Number” or “MDN” means a 10-digit dialable directory number used to call a Wireless Handset.
- 2.20 “Mobile Identification Number” or “MIN” means a 10-digit number assigned to and stored in a Wireless Handset.
- 2.21 “National Emergency Number Association” or “NENA” means the not-for-profit corporation established in 1982 to further the goal of “One Nation-One Number”. NENA is a networking source and promotes research, planning, and training. NENA strives to educate, set standards and provide certification programs, legislative representation and technical assistance for implementing and managing 911 systems.
- 2.22 “Public Safety Answering Point” or “PSAP” means an answering location for 911 calls originating in a given area. The E911 Customer may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs answer calls; secondary PSAPs receive calls on a transfer basis. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.
- 2.23 “Pseudo Automatic Number Identification (pANI)” is a 10-digit telephone number used to support routing of wireless 911 calls. It is used to identify the

Cell Sector from which the call originates, and is used to link the ALI record with the caller's MDN.

- 2.24 "Selective Routing" or "SR" means an E911 feature that routes an E911 call from a 911 Selective Routing Switch to the designated Primary PSAP based upon the pANI associated with the originating cell site sector.
- 2.25 "Wireless Handset" means the wireless equipment used by a wireless end user to originate wireless calls or to receive wireless calls.

3. **TELCO RESPONSIBILITIES**

- 3.1 **TELCO** shall provide and maintain such equipment at the E911 SR and the DBMS as is necessary to perform the E911 services set forth herein when **TELCO** is the 911 service provider. **TELCO** shall provide 911 Service to Carrier in areas where Carrier is licensed to provide service and **TELCO** is the 911 service provider. This shall include the following:
 - 3.2 Call Routing
 - 3.2.1 Carrier will transport 911 calls from the **TELCO** SR to the designated Primary PSAP, where **TELCO** is the 911 service provider.
 - 3.2.2 **TELCO** will switch 911 calls through the SR to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the PSAP. Alternate PSAPs not subscribing to the appropriate wireless service shall not receive all features associated with the primary wireless PSAP.
 - 3.2.3 **TELCO** will forward the Call Back Number it receives from Carrier and the associated 911 Address Location Identification (ALI) to the PSAP for display. If no 911 ALI is forwarded by Carrier, **TELCO** will forward the 911 call to the default ESN designated by Carrier.
 - 3.2.4 When routing a 911 call and where **TELCO** is the ALI Database Provider, in a Phase 1 application, **TELCO** will forward the Phase I data as provided by the Carrier and in a Phase II application, where Phase II service has been initiated by the PSAP, **TELCO** will forward Phase I and Phase II data as provided by the Carrier.

3.3 Facilities and Trunking

- 3.3.1 **TELCO** shall provide and maintain sufficient dedicated E911 trunks from **TELCO**'s SR's to the PSAP, according to provisions of the applicable state access tariff and documented specifications of the E911 Customer.

- 3.3.2 **TELCO** will provide facilities to interconnect the Carrier, as specified in the applicable state access tariff. Additionally, when diverse facilities are requested by Carrier, **TELCO** will provide such diversity where technically feasible, at standard tariff rates.
- 3.3.3 Upon written request by Carrier, **TELCO** shall, in a timely fashion, provide Carrier with a description of the geographic area and PSAPs served by the E911 SR where **TELCO** is the 911 service provider.
- 3.3.4 **TELCO** and Carrier will cooperate to promptly test all trunks and facilities between Carrier's network and the **TELCO** SR(s).

3.4 Database

- 3.4.1 Where **TELCO** manages the E911 database, **TELCO** shall store the Carrier's ALI records in the electronic data processing database for the E911 DBMS. Carrier or its representative(s) is responsible for electronically providing ALI Records and updating this information.
- 3.4.2 **TELCO** shall coordinate access to the **TELCO** E911 DBMS for the initial loading and updating of Carrier ALI Records.
- 3.4.3 **TELCO**'s ALI database shall accept electronically transmitted files that are based upon NENA standards. Manual entry shall be allowed only in the event that DBMS is not functioning properly.
- 3.4.4 **TELCO** will update Carrier's ALI Records in the E911 DBMS. **TELCO** will then provide Carrier an error and status report. This report will be provided in a timely fashion and in accordance with the methods and procedures described in the documentation to be provided to the Carrier
- 3.4.5 Where Carrier deploys an NCAS solution, **TELCO** shall provide the Carrier with a file containing the Master Street Address Guide (MSAG) for the Carrier's respective exchanges or communities. The MSAG will be provided on a routine basis but only for those areas where Carrier is licensed as a CMRS provider and **TELCO** is the 911 service provider.

4. CARRIER RESPONSIBILITIES

4.1 Call Routing

- 4.1.1 Carrier will transport 911 calls from Carrier's MSC to the **TELCO** SR office of the E911 system, where **TELCO** is the 911 service provider.

4.1.2 Carrier will forward the location information of the party calling 911 to the TELCO 911 SR.

4.2 Facilities and Trunking

4.2.1 Carrier shall provide interconnection with each TELCO 911 Selective Router that serves the areas in which Carrier is licensed to and will provide CMRS service.

4.2.2 Carrier acknowledges that its End Users in a single local calling scope may be served by different SRs and Carrier shall be responsible for providing facilities to route 911 calls from its End Users to the proper E911 SR.

4.2.3 Carrier shall provide a minimum of two (2) one-way outgoing trunk(s) dedicated for originating 911 emergency service calls from the Carrier's MSC to each TELCO 911 Selective Router, where applicable. Where SS7 connectivity is available and required by the applicable PSAP, the Parties agree to implement Common Channel Signaling trunking rather than CAMA MF trunking.

4.2.4 Carrier shall maintain transport capacity sufficient to route traffic over trunks between the Carrier's MSC and the TELCO SR.

4.2.5 Carrier shall provide sufficient trunking and facilities to route Carrier's originating 911 calls to the designated TELCO 911 SR. Carrier is responsible for requesting that trunking and facilities be routed diversely for 911 connectivity.

4.2.6 Carrier shall engineer its 911 trunks to attain a minimum grade of service as required by the NENA standards. Carrier is responsible for determining the proper quantity of trunks and facilities from its switch(es) to the TELCO 911 SR.

4.2.7 Carrier shall monitor its 911 circuits for the purpose of determining originating network traffic volumes. If Carrier's traffic study indicates that additional circuits are needed to meet the current level of 911 call volumes, Carrier shall request additional circuits from TELCO.

4.2.8 Carrier will cooperate with TELCO to promptly test all 911 trunks and facilities between Carrier's network and the TELCO 911 Selective Router(s) to assure proper functioning of 911 service. Carrier agrees that it will not pass live 911 traffic until successful testing is completed by both parties.

4.2.9 Carrier is responsible for the isolation, coordination and restoration of all 911 network maintenance problems to Carrier's demarcation. **TELCO** will be responsible for the coordination and restoration of all 911 network maintenance problems beyond the demarcation. Carrier is responsible for advising **TELCO** of the circuit identification and the fact that the circuit is a 911 circuit when notifying **TELCO** of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. **TELCO** will refer network trouble to Carrier if no defect is found in **TELCO**'s 911 network. The Parties agree that 911 network problem resolution will be managed expeditiously at all times.

4.3 Database

- 4.3.1 Once E911 trunking has been established and tested between Carrier's MSC and all appropriate SR, Carrier or its representatives shall be responsible for providing Carrier's ALI Records to **TELCO** for inclusion in **TELCO**'s DBMS on a timely basis. **TELCO** and Carrier shall arrange for the automated input and periodic updating of Carrier's ALI Records.
- 4.3.2 Carrier or its agent shall provide initial and ongoing updates of Carrier's ALI Records that are in electronic format based upon established NENA standards and as directed in the Wireless E911 Carrier Guide (located on the AT&T Prime Access website). Carrier or its agent shall provide initial and ongoing updates of Carrier's ALI records that are in electronic format based upon established NENA standards.
- 4.3.3 Carrier shall adopt use of a Company ID on all ALI Records in accordance with NENA standards. The Company ID is used to identify the carrier of record in facility configurations.
- 4.3.4 Carrier is responsible for providing **TELCO** updates to the ALI database; in addition, Carrier is responsible for correcting any errors that may occur during the entry of their data to the **TELCO** 911 DBMS.
- 4.3.5 The Carrier shall reimburse **TELCO** for any additional database charges incurred by **TELCO** for errors in ALI data updates caused by Carrier or its third-party agent.
- 4.3.6 Carrier shall be solely responsible for providing test records and conducting call-through testing on all new licensed areas.

4.4 Other

- 4.4.1 Carrier is responsible for collecting from its End Users and remitting to the appropriate municipality or other governmental entity any applicable

911 surcharges assessed on the local service provider and/or End Users by any municipality or other governmental entity within whose boundaries the Carrier provides CMRS.

4.4.2 In the event that there is a valid E911 Phase II PSAP request, Carrier shall notify its TELCO 911 Account Manager at least five (5) months prior to Carrier's proposed Phase II implementation state.

5. RESPONSIBILITIES OF BOTH PARTIES

5.1 Jointly coordinate the provisioning of transport capacity sufficient to route originating 911 calls from the Carrier's MSC to the designated **TELCO** 911 Selective Router(s).

6. METHODS AND PRACTICES

6.1 With respect to all matters covered by this Appendix, each Party will comply with all of the following to the extent that they apply to E911 Service: (i) all FCC and applicable state Commission rules and regulations, (ii) any requirements imposed by any Governmental Authority other than a Commission, (iii) the terms and conditions of **TELCO**'s applicable state access tariff(s) and (iv) the principles expressed in the recommended standards published by NENA.

6.2 **TELCO** will adhere to the recommended NENA Standards.

7. CONTINGENCY

7.1 The terms and conditions of this Appendix represent a negotiated plan for providing E911 Service.

7.2 The Parties agree that the E911 Service is provided for the use of the E911 Customer or Authority, and recognize the authority of the E911 Customer or Authority to establish service specifications and grant final approval (or denial) of service configurations offered by **TELCO** and Carrier.

7.3 Intentionally Left Blank.

7.4 Intentionally Left Blank.

7.5 In **PACIFIC**, **NEVADA**, and **SBC-AMERITECH**; the state specific forms shall be submitted.

8. BASIS OF COMPENSATION

- 8.1 Rates for access to E911 Services are set forth in **TELCO**'s applicable state access tariffs.
- 8.2 Charges shall begin on the date that E911 Service is turned on for live traffic.

9. LIABILITY

- 9.1 **TELCO**'s liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct, is not limited by any provision of this Appendix. **TELCO** shall not be liable to Carrier, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after **TELCO** has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from Carrier until service is restored.
- 9.2 Carrier's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct is not limited by any provision of this Appendix. In the event Carrier provides E911 Service to **TELCO**, Carrier shall not be liable to **TELCO**, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after Carrier has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from **TELCO** until service is restored.
- 9.3 Carrier agrees to release, indemnify, defend and hold harmless **TELCO** from any and all Loss arising out of **TELCO**'s provision of E911 Service hereunder or out of Carrier's End Users' use of the E911 Service, whether suffered, made, instituted or asserted by Carrier, its End Users, or by any other parties or persons, for any personal injury or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by Carrier, its End Users or others, unless the act or omission proximately causing the Loss constitutes gross negligence, recklessness or intentional misconduct of **TELCO**.
- 9.4 Carrier also agrees to release, indemnify, defend and hold harmless **TELCO** from any and all Loss involving an allegation of the infringement or invasion of the right of privacy or confidentiality of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the E911

Service features and the equipment associated therewith, including by not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing E911 Service provided hereunder, unless the act or omission proximately causing the Loss constitutes the gross negligence, recklessness or intentional misconduct of **TELCO**.

10. MUTUALITY

- 10.1 Carrier agrees that to the extent it offers the type of services covered by this Appendix to any company, that should **TELCO** request such services, Carrier will provide such services to **TELCO** under terms and conditions comparable to the terms and conditions contained in this Appendix.

11. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 11.1 This Agreement (including all attachments hereto), and every interconnection, service and network element provided hereunder, is subject to all rates, terms and conditions contained in this Agreement (including all attachments hereto) that are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. Without limiting the general applicability of the foregoing, the Terms and Termination provisions of this Agreement are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder.

PRICING SHEET (WIRELESS)

CALIFORNIA

ATTACHMENT 2 - NETWORK INTERCONNECTION

1. Compensation for Section 251(b)(5) Calls Transport and Termination (Per Conversation MOU)

Type 2A	Type 2B	Type 1
\$0.0007	\$0.0007	\$0.0007

2. Shared Facility Factor

The Shared Facility Factor is 0.20.

4. InterMTA Rates

4.1 Carrier to Telco InterMTA Traffic Rate	\$0.007094
4.2 Telco to Carrier InterMTA Traffic Rate	\$0.007094
4.3 Telco to Carrier and Carrier to Telco InterMTA Traffic Percent	6%

5. The rates for Type 2A and Type 2B trunk port elements are as follows per unit increment of 24 trunks (per DS-1 termination):

Monthly Recurring	Non-recurring (first)	Non-recurring (additional)
\$23.02	\$856.00	\$553.00

6. The rates for CMRS Type 1 charges are as follows:

	Monthly Recurring	Non-recurring (first)	Non-recurring (additional)
Type 1 Trunk Charge per Trunk	\$5.60	\$206.77	\$77.00
Type 1 Interoffice Mileage			
Fixed Rate per Trunk	\$25.27		
Fixed Rate per mile	\$1.86		
Type 1 (DID TSMT Trunk)			
Circuit Termination per Trunk	\$18.31		
Type 1 (TSMT) Analog			
Interface per Trunk	\$1.50	\$202.33	\$202.33

7. Other Charges

7.1 Charges for miscellaneous other items such as Service Establishment, Change in Service Arrangement, Changes in Trunk interfaces, Additional Engineering, Additional Labor Charges, Access Order Charge, Design Change Charge, Service Date Change Charge, ACNA, Billing Account Number (BAN) and Circuit Identification Change Charges, and Supercedure charges are governed by AT&T-22STATE's applicable interstate Access Services tariff.

8. Transit Service

Set up - per call	\$0.001130
Duration - per MOU	\$0.002770

ATTACHMENT 5 – 911/E911

Trunk Charge per Trunk:

Monthly	\$26.00
Non-Recurring	\$741.00

Facility rates can be found in the State Special Access Tariff.

APPENDIX -STATE(S) (WIRELESS)

1. This Agreement applies to the following States:

California

2. Flat West Wireless, LLC Affiliates covered by this agreement are as follows:

Flat West Wireless, LLC

APPENDIX – ARBITRATION LOCATION (WIRELESS)

California: San Francisco

AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN

PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA
AND
FLAT WEST WIRELESS, LLC

Pacific Bell Telephone Company d/b/a AT&T California, as the Incumbent Local Exchange Carrier in California, (hereafter, "ILEC") and Flat West Wireless, LLC as a Competitive Local Exchange Carrier ("CLEC"), an Independent Local Exchange Carrier ("Independent") or Commercial Mobile Radio Service ("CMRS") provider in California, (referred to as "CARRIER"), in order to amend, modify and supersede any affected provisions of their Interconnection Agreement with ILEC in California ("Interconnection Agreement"), hereby execute this Reciprocal Compensation Amendment for ISP-Bound Traffic and Federal Telecommunications Act Section 251(b)(5) Traffic (Adopting FCC's Interim ISP Terminating Compensation Plan) ("Amendment"). CLEC and Independent are referred to as "LEC."

1. Scope of Amendment

- 1.1 ILEC has made an offer to all carriers in the state of California (the "Offer") to exchange traffic under Section 251(b)(5) of the Act pursuant to the terms and conditions of the FCC's interim ISP terminating compensation plan of the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April 27, 2001) ("FCC ISP Compensation Order") which was remanded but not vacated in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002).
- 1.2 The purpose of this Amendment is to include in CARRIER's Interconnection Agreement the rates, terms and conditions of the FCC's interim ISP terminating compensation plan for the exchange of ISP-bound traffic lawfully compensable under the FCC ISP Compensation Order ("ISP-bound Traffic") and traffic lawfully compensable under Section 251(b)(5) ("Section 251(b)(5) Traffic").
- 1.3 This Amendment is intended to supersede any and all contract sections, appendices, attachments, rate schedules, or other portions of the underlying Interconnection Agreement that set forth rates, terms and conditions for the terminating compensation for ISP-bound Traffic and Section 251(b)(5) Traffic exchanged between ILEC and CARRIER. Any inconsistencies between the provisions of this Amendment and provisions of the underlying Interconnection Agreement shall be governed by the provisions of this Amendment.

2. Rates, Terms and Conditions of FCC's Interim Terminating Compensation Plan for ISP-Bound Traffic and Section 251(b)(5) Traffic

- 2.1 ILEC and CARRIER hereby agree that the following rates, terms and conditions shall apply to all ISP-bound Traffic and all Section 251(b)(5) Traffic exchanged between the Parties on and after the date this Amendment becomes effective pursuant to Section 4.1 of this Amendment.
- 2.2 Descending Reciprocal Compensation Rate Schedule for ISP-bound Traffic and Section 251(b)(5) Traffic:
 - 2.2.1 The rates, terms, conditions in this section apply only to the termination of ISP-bound Traffic and Section 251(b)(5) Traffic, and ISP-bound Traffic is subject to the growth caps and new local market restrictions stated in Sections 2.3 and 2.4 below. Notwithstanding anything contrary in this Amendment, the growth caps in Section 2.3 and the rebuttable presumption in Section 2.6 only apply to LECs.
 - 2.2.2 The Parties agree to compensate each other for such ISP-bound Traffic and Section 251(b)(5) Traffic on a minute of use basis, according to the following rate schedule:
The Effective Date of this Agreement and thereafter: .0007 per minute

2.2.3 Payment of Reciprocal Compensation will not vary according to whether the traffic is routed through a tandem switch or directly to an end office switch. Where the terminating party utilizes a hierarchical or two-tier switching network, the Parties agree that the payment of these rates in no way modifies, alters, or otherwise affects any requirements to establish Direct End Office Trunking, or otherwise avoids the applicable provisions of the Interconnection Agreement and industry standards for interconnection, trunking, Calling Party Number (CPN) signaling, call transport, and switch usage recordation.

2.3 ISP-bound Traffic Minutes Growth Cap

2.3.1 On a calendar year basis, as set forth below, LEC and ILEC agree to cap overall compensable Texas ISP-bound Traffic minutes of use in the future based upon the 1st Quarter 2001 ISP-bound Traffic minutes for which LEC was entitled to compensation under its California Interconnection Agreement(s) in existence for the 1st Quarter of 2001, on the following schedule.

Calendar Year 2001	1st Quarter 2001 compensable ISP-bound minutes, times 4, times 1.10
Calendar Year 2002	Year 2001 compensable ISP-bound minutes, times 1.10
Calendar Year 2003	Year 2002 compensable ISP-bound minutes
Calendar Year 2004 and on	Year 2002 compensable ISP-bound minutes

2.3.2 ISP-bound Traffic minutes that exceed the applied growth cap will be Bill and Keep. "Bill and Keep" refers to an arrangement in which neither of two interconnecting Parties charges the other for terminating traffic that originates on the other network; instead, each Party recovers from its end-users the cost of both originating traffic that it delivers to the other Party and terminating traffic that it receives from the other Party.

2.4 Bill and Keep For ISP-bound Traffic in New Markets

2.4.1 In the event CARRIER and ILEC have not previously exchanged ISP-bound Traffic in any one or more California LATAs prior to April 18, 2001, Bill and Keep will be the reciprocal compensation arrangement for all ISP-bound Traffic between CARRIER and ILEC for the remaining term of this Agreement in any such California LATAs.

2.4.2 In the event CARRIER and ILEC have previously exchanged traffic in an California LATA prior to April 18, 2001, the Parties agree that they shall only compensate each other for completing ISP-bound Traffic exchanged in that California LATA, and that any ISP-bound Traffic in other California LATAs shall be Bill and Keep for the remaining term of this Agreement.

2.4.3 Wherever Bill and Keep is the traffic termination arrangement between CARRIER and ILEC, both Parties shall segregate the Bill and Keep traffic from other compensable local traffic either (a) by excluding the Bill and Keep minutes of use from other compensable minutes of use in the monthly billing invoices, or (b) by any other means mutually agreed upon by the Parties.

2.5 The Growth Cap and New Market Bill and Keep arrangement applies only to ISP-bound Traffic, and does not include Transit traffic, Optional Calling Area traffic, IntraLATA Interexchange traffic, or InterLATA Interexchange traffic.

2.6 ISP-bound Traffic Rebuttable Presumption

In accordance with Paragraph 79 of the FCC's ISP Compensation Order, LEC and ILEC agree that there is a rebuttable presumption that any of the combined Section 251(b)(5) Traffic and ISP-bound Traffic exchanged between LEC and ILEC exceeding a 3:1 terminating to originating ratio is presumed to be ISP-bound Traffic subject to the compensation and growth cap terms in this Section 2.0. Either party has the right to rebut the 3:1 ISP presumption by identifying the actual ISP-bound Traffic by any means mutually agreed by the Parties, or by any method approved by the applicable regulatory agency, including the Commission. If a Party seeking to rebut the presumption takes appropriate action at the Commission to rebut the presumption within sixty (60) days of receiving notice of ILEC's Offer and the Commission approves such rebuttal, then that rebuttal shall be retroactively applied to the date the Offer became effective. If a Party seeks to rebut the presumption after sixty (60) days of receiving notice of ILEC's Offer and the Commission approves such rebuttal, then that rebuttal shall be applied on a prospective basis as of the date of the Commission approval.

3. Reservation of Rights

3.1 ILEC and CARRIER agree that nothing in this Amendment is meant to affect or determine the appropriate treatment of Voice Over Internet Protocol (VOIP) traffic under this or future Interconnection Agreements. The Parties further agree that this Amendment shall not be construed against either party as a "meeting of the minds" that VOIP traffic is or is not local traffic subject to reciprocal compensation. By entering into the Amendment, both Parties reserve the right to advocate their respective positions before state or federal commissions whether in bilateral complaint dockets, arbitrations under Section 252 of the Act, commission established rulemaking dockets, or before any judicial or legislative body.

4. Miscellaneous

4.1 If this Amendment is executed by CARRIER but such executed amendment is not received by ILEC until after June 9, 2003, this Amendment will become effective ten (10) days following the date such Amendment is approved or is deemed to have been approved by the applicable state commission.

4.2 This Amendment is coterminous with the underlying Interconnection Agreement and does not extend the term or change the termination provisions of the underlying Interconnection Agreement.

4.3 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING INTERCONNECTION AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

4.4 Every rate, term and condition of this Amendment is legitimately related to the other rates, terms and conditions in this Amendment. Without limiting the general applicability of the foregoing, the change of law provisions of the underlying Interconnection Agreement, including but not limited to the "Intervening Law" or "Change of Law" or "Regulatory Change" section of the General Terms and Conditions of the Interconnection Agreement and as modified in this Amendment, are specifically agreed by the Parties to be legitimately related to, and inextricably intertwined with this the other rates, terms and conditions of this Amendment.

4.5 In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof, including but not limited to its rights under the United States Supreme Court's opinion in *Verizon v. FCC*, *et al*, 535 U.S. 467 (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) ("USTA decision"); the FCC's Triennial Review Order, adopted on February 20, 2003, on remand from the *USTA* decision and pursuant to the FCC's Notice of Proposed Rulemaking, *Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, CC Docket No. 01-338 (FCC 01-361) (rel. Dec. 20, 2001); the FCC's Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, 15 FCC Rcd 1760 (FCC 99-370) (rel. Nov. 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002); Notwithstanding anything to the contrary in this Agreement and in addition to fully reserving its other rights, AT&T California reserves its right, to the extent AT&T California has not already invoked the FCC ISP terminating compensation in California and incorporated the rates, terms and conditions of such plan into this Agreement, to exercise its option at any time to adopt on a date specified by AT&T California the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement. In the event that a state or federal regulatory or legislative body or a court of competent jurisdiction, in any proceeding, finds, rules and/or otherwise orders that any of the UNEs and/or UNE combinations provided for under this Agreement and this Amendment do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order upon written request of either Party ("Written Notice"). With respect to all other Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications required to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretations of the actions required or the

provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.

AT&T Wholesale Amendment

Contract Number: 9190

**AMENDMENT TO
CELLULAR/PCS INTERCONNECTION AGREEMENT
BY AND BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA
AND
FLAT WEST WIRELESS, LLC d/b/a CLEARTALK**

This Amendment (the "Amendment") amends the Interconnection Agreement by and between Pacific Bell Telephone Company¹ d/b/a AT&T California ("AT&T California") and Flat West Wireless, LLC d/b/a Cleartalk ("Carrier"). AT&T California and Carrier are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T California and Carrier are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved July 26, 2010 and as subsequently amended (the "Agreement"); and

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Parties agree to replace the language in Section 1.146 of the "Definitions" with the following language:

"Local Number Portability (LNP)" means the ability of users of Telecommunications Services to retain the presence of a previously existing telephone number(s).

2. The Parties agree to delete Section 36 and all subtending sections.
3. The Parties agree to add Attachment 03 – Local Number Portability and Numbering (Exhibit A) to the Agreement.
4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
5. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
6. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
7. Pursuant to Resolution ALJ 181, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty days after the filing date of the Advice Letter to which this Amendment is appended ("Effective Date").

¹ Pacific Bell Telephone Company, a California corporation, is now doing business in California as "AT&T California".

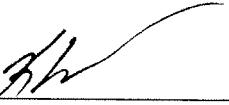
AMENDMENT – ADDING LNP ATTACHMENT/AT&T-22STATE

PAGE 2 OF 2

FLAT WEST WIRELESS, LLC d/b/a CLEARTALK

VERSION – 03/23/10

Flat West Wireless, LLC d/b/a Cleartalk

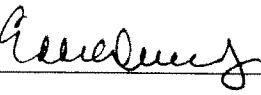
By: 

Printed: Kevin Reichman, Jr.

Title: President/CEO
(Print or Type)

Date: 8/11/2010

Pacific Bell Telephone Company d/b/a AT&T
California by AT&T Operations, Inc., its
authorized agent

By: 

Printed: Eddie A. Reed, Jr.

Title: Director-Interconnection Agreements

Date: 8-19-10

OCN: 9607

ACNA: FWW

EXHIBIT A

ATTACHMENT 03 – LOCAL NUMBER PORTABILITY AND NUMBERING

Table of Contents

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3.0	GENERAL PROVISIONS	3
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5.0	OTHER	6

1.0 Introduction

- 1.1 Nothing in this Attachment shall be construed to limit or otherwise adversely impact in any manner either Party's right to employ or to request and be assigned any North American Numbering Plan (NANP) number resources from the numbering administrator including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines (most current version specified on Telcordia's website) or thousand-blocks (NXX-X) pursuant to the Thousands-Blocking Pooling Administration Guidelines (most current version specified on Telcordia's website), or to establish, by tariff or otherwise, Exchanges and Rate Centers corresponding to such NXX codes. Each Party is responsible for administering the NXX codes it is assigned.
- 1.2 Prior to providing local service in an AT&T-22STATE LATA, WSP shall obtain a separate numbering resource (NXX or NXX-X) and Location Routing Number (LRN) within that LATA, to ensure compliance with the industry-approved Central Office Code (NXX) Assignment Guidelines (most current version) or other industry approved numbering guidelines and the FCC's Second Report & Order in CC Docket 95-116, released August 18, 1997 (Local Number Portability). This will enable the Parties to identify the jurisdictional nature of traffic for Intercompany compensation until such time as both Parties have implemented billing and routing capabilities to determine traffic jurisdiction on a basis other than an NXX or an NXX-X.
 - 1.2.1 WSP is responsible for providing its LRN in accordance with LRN Assignment Practices or with successor documents, including but not limited to maintaining at least one (1) LRN per LATA in each LATA where it is interconnected with AT&T-22STATE.
- 1.3 Each Party is responsible to program and update its own switches and network systems to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose fees or charges on the other Party for such required programming and updating activities excluding non-geographic numbers, (i.e., those numbers not correlated to a geographic location or Rate Center) as indicated in the LERG (e.g., 800/888, 500, 700 and 900).
- 1.4 Each Party is responsible to input required data into the Routing Data Base Systems (RDBS) and into the Telcordia Business Integrated Routing and Rating Database System (BIRRDS) or other appropriate system(s) necessary to update the Local Exchange Routing Guide (LERG).
- 1.5 Neither Party is responsible for notifying the other Party's End Users of any changes in dialing arrangements, including those due to NPA relief.

2.0 Definitions

- 2.1 "Service Provider Number Portability (SPNP) Data Base Query" means the End User terminating calls from the "N-1" Network to numbers in the Telephone Company's network with NXX codes that have been designated as number portable and the NXX has at least one number ported. AT&T-22STATE may be responsible for making a query to a database containing information necessary to route calls to number portable NXX codes.
- 2.2 "Safety Valve Request" means a mechanism for carriers to request numbering resources apart from the general application process.

3.0 General Provisions

3.1 Requirements for LNP:

- 3.1.1 The Parties shall provide to each other, on a reciprocal basis, number portability in accordance with requirements of the Act and FCC Rules and Orders.
- 3.1.2 The Parties shall follow industry guidelines, including but not limited to North American Numbering Council (NANC) Inter Service Provider Operations Flows, located on the Number Portability Administration Center's (NPAC) website, regarding LNP for all aspects of number portability, including the time frames for providing porting services to one another.

- 3.1.3 Either Party shall be permitted to block default-routed calls to protect the public switched telephone network from overload, congestion, or failure propagation.
- 3.1.4 When a ported telephone number becomes vacant (e.g., the telephone number is no longer in service with the original End User); the ported telephone number will be released back to the carrier owning the switch (after aging if any) in which the telephone number's NXX-X is native.
- 3.1.5 Each Party shall be responsible for their own End User's other Telecommunications related services and features (e.g. E911, Directory Listings, Operator Services), once that Party has ported the End User's telephone number to the Party's switch.
- 3.1.6 When purchasing the SPNP Database Query, WSP will access AT&T-22STATE Facilities via an SS7 link.

3.2 Limitations of Service for LNP:

- 3.2.1 The Parties acknowledge that Number Portability is available within the LATA so long as the number maintains the original rate center designation as approved by State Commissions. Additional boundary limitations, such as the wire center boundaries of the incumbent LEC may be required due to E911 or NPA serving restrictions and/or regulatory decisions.
- 3.2.2 Certain types of numbers, including but not limited to the following types, shall not be ported:
 - 3.2.2.1 AT&T-22STATE Official Communications Services (OCS) NXXs; and
 - 3.2.2.2 555, 950, 956, 976 and 900 numbers;
 - 3.2.2.3 N11 numbers (e.g., 411 and 911);
 - 3.2.2.4 Toll-free service numbers (e.g., 800, 888, 877 and 866); and
 - 3.2.2.5 Disconnected or unassigned numbers.
- 3.2.3 Telephone numbers with NXXs dedicated to choke/High Volume Call-In (HVCI) networks are not portable via Local Routing Number (LRN). Choke numbers will be ported as described in Section 4.4.6.2 of this Attachment.

3.3 Numbering:

- 3.3.1 Each Party is responsible for providing to the other, valid test numbers; one number terminating to a voice announcement identifying the Company and one number terminating to a milliwatt tone providing answer supervision and allowing simultaneous connection from multiple test lines. Both numbers should remain in service indefinitely for regressive testing purposes.

4.0 Product Specific Service Delivery Provisions

4.1 Service Description for LNP:

- 4.1.1 The LRN software of the switch in which the assigned numbering resource (e.g. NXX or NXX-X) is native determines if the called party is in a portable NXX. When a calling party places a telephone call, if the called party is in a portable NXX, a query will be launched to the LNP database to determine whether or not the called number has been ported.
- 4.1.2 When the called number has been ported, an LRN will be returned to the switch that launched the query. Following the query, the LRN of the called number will appear in the Called Party Number (CdPN) field of the SS7 message and the called number will appear in the Generic Address Parameter (GAP) field.
- 4.1.3 When the query does not return an LRN, the call will be completed based upon the dialed digits.
- 4.1.4 When the LNP database is queried, the Forward Call Identifier (FCI) field's entry will be changed from 0 to 1 by the switch triggering the query, regardless of whether the called number has been ported or not.

4.1.5 Where technically feasible, the Parties shall populate the Jurisdiction Information Parameter (JIP) field with the first six (6) digits (NPA NXX format) of the appropriate LRN of the originating switch.

4.2 "N-1" Query Methodology for LNP:

4.2.1 The Parties shall follow the "N-1" query methodology in performing queries of the LNP database, as provided below. As provided by Industry standards, the "N-1" carrier is the carrier in the call routing sequence immediately prior to the terminating carrier's End Office, or the terminating carrier's End Office tandem. The "N-1" carrier shall perform the LNP database query. If the "N-1" carrier fails to perform the LNP database query, the terminating carrier shall perform a query of the LNP database, and shall be permitted to charge the "N-1" carrier for the query. Refer to the LNP Working Group Best Practice for additional information, located on the Local Number Portability Administration section of the NPAC website.

4.2.2 For toll calls carried by another carrier, the originating carrier will pass the call to the appropriate toll carrier, which will perform a query of the LNP database and efficiently route the call to the appropriate terminating local carrier, either directly or through an access tandem office. Where one carrier is the originating local service provider (LSP) and the other carrier is the designated toll carrier, the designated toll carrier is the "N-1" carrier. The originating LSP will not query toll calls delivered to the toll carrier or charge the toll carrier for such queries.

4.2.3 For local calls to ported numbers, the originating carrier is the "N-1" carrier. The originating carrier will query the LNP database and route the call to the appropriate terminating carrier.

4.2.4 For local calls to any NXX from which at least one number has been ported, 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 an 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 an NXX being ported via LNP, AT&T-22STATE may query all calls directed to that NXX, provided that AT&T-22STATE's queries shall not adversely affect the quality of service to WSP's End Users as compared to the service AT&T-22STATE provides its own End Users, and that queries to NXXs where the first number has not been ported are not charged to the "N-1" Carrier.

4.2.5 A Party shall be charged for an LNP query by the other Party only if the Party to be charged is the N-1 carrier and was obligated to perform the LRN query but failed to do so, pursuant to conditions set forth in CFR 47, Section 52.33. The only exception will be if the FCC rules (Docket No. 95-116) that the terminating carrier may charge the "N-1" carrier for queries initiated before the first number is ported in an NXX.

4.2.6 Rates, terms and conditions for LNP queries performed by AT&T-22STATE are set forth in the applicable AT&T-22STATE Tariff(s).

4.3 Ordering for LNP:

4.3.1 Porting of numbers from NXXs marked as portable in the LERG will be initiated via LSRs based on Ordering and Billing Forum (OBF) guidelines and in accordance with the provisions of Attachment 04 - Operations Support System (OSS).

4.3.2 For the purposes of this Attachment, the Parties may use a project management approach for the implementation of LSRs for large quantities of ported numbers or for complex porting processes. With regard to such managed projects, the Parties may negotiate implementation details such as, but not limited to: Due Date, Cutover Intervals and Times, Coordination of Technical Resources, and Completion Notice.

4.4 Provisioning for LNP:

4.4.1 The Parties will remove a ported number from the End Office Switch from which the number is being ported as close to the requested time as reasonably practicable, except under the conditions listed in Section 4.4.3 and Section 4.4.4 below, respectively. The Parties recognize that it is in the best interest of the End User for this removal to be completed in the most expedient manner possible.

- 4.4.2 Unconditional Ten-Digit Trigger. If the Unconditional Ten-Digit Trigger is set, calls originating from the old switch will query the database and route to the new switch without the number being disconnected. The ported number must be removed at the same time that the Unconditional Ten-Digit Trigger is removed.
 - 4.4.2.1 The Parties agree to provide Unconditional Ten-Digit Trigger wherever technically feasible.
- 4.4.3 Project Orders. For project requests, the Parties will negotiate time frames for the disconnection of the numbers in the old switch.
- 4.4.4 Coordinated Orders. This is an optional manual service that permits the WSP to request a designated installation and/or conversion of service. Orders will be worked on a coordinated basis by the Parties until the numbers are disconnected in the old switch.
- 4.4.5 The Parties shall cooperate in the process of porting numbers from one carrier to another so as to limit service outage for the affected End User. The Parties will use their best efforts to update their respective Local Service Management Systems (LSMS) from the NPAC SMS data within fifteen (15) minutes after receipt of a download from the NPAC SMS (the current NANC goal for such updating).
- 4.4.6 Mass Calling:
 - 4.4.6.1 The HVCI Network is designed to ease the network congestion that occurs when large numbers of incoming telephone calls are solicited by an End User, such as a radio station or a ticket agency.
 - 4.4.6.1.1 HVCI is also known as:
 - 4.4.6.1.1.1 Choke Network
 - 4.4.6.1.1.2 Mass Calling
 - 4.4.6.1.1.3 Public Response Choke Network
 - 4.4.6.2 Using a non-LRN process, AT&T-22STATE will offer the ability to port telephone numbers with mass calling NXX codes via the use of pseudo codes or route index numbers.
- 4.4.7 Operator Services and Directory Assistance:
 - 4.4.7.1 The Provisions of this Agreement pertaining to Operator Services and Directory Assistance shall also apply when LNP is in place.
- 4.4.8 Porting of Direct Inward Dialing (DID) Block Numbers:
 - 4.4.8.1 DID block numbers shall be portable in the same manner as other local telephone numbers, subject to the modifications and/or limitations provided herein.
 - 4.4.8.2 The Parties shall offer LNP to End Users for any portion of an existing DID block without being required to port the entire block of DID number.
 - 4.4.8.3 The Parties shall permit End Users which port a portion of DID numbers to retain DID service on the remaining portion of the DID numbers, provided such is consistent with applicable tariffs.

5.0 Other

5.1 Pricing for LNP:

- 5.1.1 With the exception of lawful query charges, the Parties shall not charge each other for the porting of telephone numbers as a means for the other to recover the costs associated with LNP.

AT&T Wholesale Amendment

Contract Number: 17300

**AMENDMENT TO THE AGREEMENT
BETWEEN
FLAT WEST WIRELESS, LLC D/B/A CLEARTALK
AND
PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA**

This Amendment (the "Amendment") amends the Cellular/PCS Interconnection Agreement by and between Pacific Bell Telephone Company d/b/a AT&T California, hereinafter referred to as "AT&T" and Flat West Wireless, LLC d/b/a Cleartalk ("Carrier"). AT&T and Carrier are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T and Carrier are parties to a Cellular/PCS Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1996 for Commercial Mobile Radio Service (CMRS), effective July 26, 2010 and as subsequently amended (the "Agreement"); and

WHEREAS, pursuant to the Report and Order and Further Notice of Proposed Rulemaking issued by the Federal Communications Commission ("FCC") on November 18, 2011 (FCC 11-161), and as amended by the FCC on December 23, 2011 (FCC 11-189), the Parties desire to amend the Agreement to establish bill-and-keep as the compensation arrangement for IntraMTA Traffic exchanged between the Parties.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Parties agree to include the following definition of IntraMTA Traffic:

"IntraMTA Traffic" means traffic which, at the beginning of the call, originates and terminates within the same MTA and is exchanged between the End User, end user, end-user, Customer or customer of AT&T and the Carrier's End User, end user, end-user, Customer or customer. All references to local traffic, Local Calls, local calls, Section 251(b)(5) Calls and/or Section 251(b)(5) Traffic in the Agreement are hereby replaced by the term "IntraMTA Traffic".

2. Effective July 1, 2012, the Parties shall implement bill-and-keep for IntraMTA Traffic exchanged between the Parties over Type 2A, Type 2B or Type 1 interconnection trunks and facilities. Specifically, neither Party shall compensate the other Party for IntraMTA Traffic exchanged between the Parties.

3. In accordance with the schedule in FCC Order 11-161, effective July 1, 2012, for terminating intrastate or interstate InterMTA Traffic, i.e. non-IntraMTA Traffic, Carrier shall pay a blended rate that consists of the average of AT&T's intrastate and interstate rates for the switched network access service rate elements, on a per minute of use basis, which are set forth in each, AT&T's Intrastate Access Services Tariff, and Interstate Access Services Tariff, as those tariffs may be amended from time to time. This provision does not apply to transit traffic.

4. The Parties agree to remove terminating InterMTA Traffic rate(s) and to replace the rates for Section 251(b)(5) Calls Transport and Termination per Conversation MOU for Type 2A, Type 1 and Type 2B in the Pricing Sheet (Wireless) of the Agreement with the rates contained in Exhibit A attached hereto. IntraMTA Traffic will continue to be referenced as Section 251(b)(5) Calls Transport and Termination in Exhibit A. In all other respects the Pricing Sheet (Wireless) shall remain the same.

5. The Parties agree that the terms and conditions of this Agreement shall apply only to CMRS traffic that, at the beginning of the call, originates from or terminates to a wireless handset via the Carrier.

6. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting Carrier's agreement.

7. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

8. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law, or under the intervening law, or regulatory change provisions, in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any



orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

9. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
10. Pursuant to Resolution ALJ 181, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty days after the filing date of the Advice Letter to which this Amendment is appended ("Amendment Effective Date").

Flat West Wireless, LLC d/b/a Cleartalk

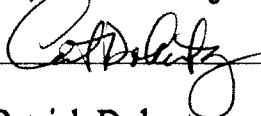
Signature: 

Name: Kevin Beerschmitz
(Print or Type)

Title: President/CEO
(Print or Type)

Date: 8/03/12

**Pacific Bell Telephone Company d/b/a AT&T California by
AT&T Services, Inc., its authorized agent**

Signature: 

Name: Patrick Doherty
(Print or Type)

Title: Director - Regulatory
(Print or Type)

Date: 8-7-12

PRICING SHEET

EXHIBIT A
CMRS PROVIDER /AT&T
Appendix Pricing

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
W2	CA	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2A				\$0.00			MOU
W2	CA	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2B				\$0.00			MOU
W2	CA	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 1				\$0.00			MOU