

# **AT&T Wholesale Agreement**

# **TWO-WAY CMRS INTERCONNECTION AGREEMENT (WIRELESS) – GENERAL TERMS AND CONDITIONS**

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**GENERAL TERMS AND CONDITIONS**

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## TWO-WAY CMRS INTERCONNECTION AGREEMENT

This Two-Way CMRS Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 for the exchange of traffic governed by Section 251 and 252, by and between one or more of the AT&T Inc. owned Incumbent Local Exchange Carrier's ("ILEC(s)") hereinafter referred to as Southwestern Bell Telephone Company d/b/a AT&T-TEXAS (only to the extent that the agent for each such AT&T-owned ILEC executes this Agreement for such AT&T Inc. owned ILEC and only to the extent that such AT&T Inc. owned ILEC provides Telephone Exchange Services as an ILEC in each of the state(s) listed below) and the Verizon Wireless, Alltel and WWC Entities, as stated on the Verizon Wireless, Alltel and WWC signature block (hereinafter, collectively "Verizon Wireless"), also referenced as ("VZW"), (a General Partnership), shall apply to the State of Texas.

**WHEREAS, AT&T-TEXAS** is an ILEC authorized to provide telecommunications services in the State of Texas; and

**WHEREAS,** Verizon Wireless holds authority from the Federal Communications Commission to operate as a cellular and broadband Personal Communications Services ("PCS") licensee to provide Authorized Services in the State of Texas, and provides Commercial Mobile Radio Services employing such licensed frequency(ies); and

**WHEREAS,** the Parties desire to enter into an agreement for the Interconnection of their respective networks within the portions of the State in which both Parties are authorized to operate and deliver traffic for the provision of Telecommunications Services pursuant to the Telecommunications Act of 1996 and other applicable federal, state and local laws; and

**WHEREAS,** the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will Interconnect their networks and Facilities and provide to each other services as required by the Telecommunications Act of 1996 as specifically set forth herein;

**NOW, THEREFORE,** the Parties hereby agree as follows:

### 1.0 Introduction

- 1.1 Capitalized Terms used in this Agreement shall have the respective meanings specified in Section 2.0 below "Definitions", and/or as defined elsewhere in this Agreement.
- 1.2 This Agreement is composed of the foregoing recitals, the General Terms and Conditions (GT&Cs), set forth below, and certain Attachments, Schedules, Exhibits and Addenda immediately following this GT&Cs, all of which are hereby incorporated in this Agreement by this reference and constitute a part of this Agreement.

### 2.0 Definitions

- 2.1 "Act" means the Communications Act of 1934 [47 U.S.C. 153], as amended by the Telecommunications Act of 1996, Public Law 104-104, 110 Stat. 56 (1996) codified throughout 47 U.S.C.
- 2.2 "Access Service Request (ASR)" means the industry standard form used by the Parties to add, establish, change or disconnect trunks for the purposes of Interconnection.
- 2.3 "Access Tandem" mean a local exchange carrier switching system that provides a concentration and distribution function for originating and/or terminating traffic between a LEC end office network and IXC POP's.
- 2.4 "Accessible Letter(s)" means the correspondence used to communicate pertinent information regarding AT&T-TEXAS to the CMRS Provider community.
- 2.5 "Affiliate" means As Defined in the Act.
- 2.6 "Ancillary Services" means optional supplementary services such as directory assistance, N11, operator services, Service Access Codes (600, 700, 800 and 900 services, but not including 500 services) and Enhanced 911 ("E911") is not an Ancillary Service.
- 2.7 "Ancillary Services Connection" means a one-way, mobile-to-land Type 1 interface used solely for the transmission and routing of Ancillary Services traffic.

- 2.8 "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.
- 2.9 "Applicable Law" means all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, tariffs and approvals, including 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.
- 2.10 "As Defined in the Act" means as specifically defined by the Act.
- 2.11 "As Described in the Act" means as described in or required by the Act.
- 2.12 "AT&T Inc." (AT&T) 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 AT&T Texas, and Wisconsin Bell, Inc. d/b/a AT&T Wisconsin. As used in this Agreement, AT&T refers to the AT&T Inc. ILECs only.
- 2.13 "AT&T TEXAS" means the AT&T-owned ILEC doing business in Texas.
- 2.14 "Audited Party" means the Party being audited by the Auditing Party.
- 2.15 "Auditing Party" means the Party conducting an audit of the Audited Party's books, records, data and other documents.
- 2.16 "Authorized Services" means those Cellular and Personal Communications Services ("PCS") *broadband, 700 MHz*, and Advanced Wireless Services ("*AWS*") used for the transmission and routing of Telephone Exchange Service and Exchange Access services, as defined in the Act, which VZW may lawfully provide pursuant to Applicable Law, including the Act, and that are considered to be CMRS, and those Telephone Exchange Services which AT&T-TEXAS may lawfully provide pursuant to Applicable Law, including the Act, and that are considered to be Telecommunication Services. Authorized Services does not include paging services. This Agreement is solely for the exchange of Authorized Services traffic between the Parties.
- 2.17 "Bill Due Date" means thirty (30) calendar days from the bill date.
- 2.18 "Billed Party" means the recipient Party of a bill rendered from the Billing Party.
- 2.19 "Billing Party" means the Party rendering a bill.
- 2.20 Bona Fide Request (BFR)" means the process described in BFR Attachment.
- 2.21 "Business Day" means Monday through Friday, excluding holidays.
- 2.22 "CABS" means the Carrier Access Billing System.
- 2.23 Intentionally Left Blank.
- 2.24 "Cell Site" means a transmitter/receiver location, operated by VZW, through which radio links are established between a wireless system and mobile units.
- 2.25 "Central Office Switch" means/refers to the switching entity within a Central Office building in the Public Switched Telecommunications Network. The term "Central Office" refers to the building, whereas the term "Central Office Switch" refers to the switching equipment within the building, but both terms are sometimes used interchangeably. The term "Central Office" is sometimes used to refer to either an End Office or a Tandem Office. Central Offices are also referred to by other synonymous terms, some of which are:
- 2.25.1 "End Office Switch" means/refers to the switching machine or entity that directly terminates traffic to and receives traffic from purchasers of local Exchange Services, usually referred to as an End User or customer,

within a specific geographic exchange. The End Office Switch also connects End Users to other End Users, served by the other End Office Switches, outside of their geographic exchange by way of Trunks. An End Office Switch also connects its End Users to Tandem Switches. The term "End Office" refers to the End Office building in which an End Office Switch resides, but both terms are used interchangeably. A PBX is not an End Office Switch, nor an End Office.

- 2.25.2 "Tandem Office Switch" or "Tandem Switch" means/refers to a switch that has been designed for special functions that an End Office Switch does not or cannot perform. A Tandem Office Switch provides a common switch point whereby other switches, both Tandem Office Switches and End Office Switches, may exchange calls between each other when a direct Trunk Group is unavailable. The term "Tandem Office" and "Tandem" are used to refer to the building in which the Tandem Office Switch resides, but are also used interchangeably to refer to the switch within the building.
- 2.26 "Claim(s)" means any pending or threatened claim, action, proceeding or suit.
- 2.27 "Commercial Mobile Radio Service(s) (CMRS)" means As Defined in the Act and FCC rules.
- 2.28 "Commission" means the applicable State agency with regulatory authority over Telecommunications.
- 2.28.1 the Public Utility Commission of Texas (PUC-TX)
- 2.29 "Common Channel Signaling (CCS Network)" means or refers to a network that uses Signaling System 7 (SS7) to transport supervision, alerting, addressing and controls signals, and data messages between Telecommunications networks during call set-up and tear down, utilizing Signaling Transfer Points (STP), Service Switching Points (SSP) and Signaling Control Points (SCP). The CCS Network is an out-of-band network that is separate from the call transmission path of public switched telephone network. Unless otherwise agreed by the Parties, the CCS Network protocol used by the Parties shall be SS7.
- 2.30 "Common Language Location Identifier (CLLI)" means the codes that provide a unique 11-character representation of a network interconnection point. The first 8 characters identify the city, state and building location, while the last three (3) characters identify the network component.
- 2.31 "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.
- 2.32 "Consequential Damages" means Losses claimed to have resulted from any indirect, incidental, reliance, special, consequential, punitive, exemplary, multiple or any other Loss, including damages claimed to have resulted from harm to business, loss of anticipated revenues, savings, or profits, or other economic Loss claimed to have been suffered not measured by the prevailing Party's actual damages, 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.
- 2.33 "Conversation MOU" means the minutes of use that both Parties' equipment is used for a Completed Call, measured from the receipt of Answer Supervision to the receipt of Disconnect Supervision.
- 2.34 "CPN" ("Calling Party Number") means an "SS7" parameter whereby the ten (10) digit number of the calling party is forwarded from the originating End Office or from the originating MSC.
- 2.35 "Day" means calendar day unless "Business Day" is specified.
- 2.36 "Delaying Event" means any failure of a Party to perform any of its obligations set forth in this Agreement, caused in whole or in part by:
- 2.36.1 the failure of the other Party to perform any of its obligations set forth in this Agreement, including but not limited to a Party's failure to provide the other Party with accurate and complete service orders;
- 2.36.2 any delay, act or failure to act by the other Party or its End User, agent or subcontractor; or
- 2.36.3 any Force Majeure Event.

- 2.37 "DEOT" means Direct End Office Trunk.
- 2.38 "Digital Signal Level" means one of several transmission rates in the time-division multiplex hierarchy.
- 2.38.1 "Digital Signal Level 0 (DS-0)" means the lowest-level signal in the time division multiplex digital hierarchy, and represents a voice-grade channel operating at either the 56 Kbps or 64 Kbps transmission bit rates. There are 24 DS-0 channels in a DS-1.
- 2.38.2 "Digital Signal Level 1 (DS-1)" means the 1.544 Mbps first level signal in the time division multiplex hierarchy.
- 2.38.3 "Digital Signal Level 3 (DS-3)" means the 44.736 Mbps third level signal in the time division multiplex hierarchy.
- 2.39 "Disconnect Supervision" means an on-hook supervisory signal sent at the end of a Completed Call.
- 2.40 "Discontinuance Notice" means the written notice sent by the Billing Party to the other Party that notifies the Non-Paying Party that in order to avoid disruption or disconnection of the Interconnection products and/or services, furnished under this Agreement, the Non-Paying Party must remit all Unpaid Charges, excluding Disputed Amounts.
- 2.41 "Disputed Amounts" means the amount that the Disputing Party contends is incorrectly billed.
- 2.42 "Disputing Party", as used in the Sections 10.0 below and 12.0 below, means the Party to this Agreement that is disputing an amount in a bill rendered by the Billing Party.
- 2.43 "Electronic File Transfer" means any system or process that utilizes an electronic format and protocol to send or receive data files.
- 2.44 "End User(s)" means a Third Party subscriber to Telecommunications Services provided by any of the Parties at retail, including a "roaming" user of VZW's network. As used herein, the term "End User(s)" does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.
- 2.45 "Equal Access Trunk Group" means a trunk group used solely to deliver VZW's customers' traffic through an AT&T access tandem to or from an IXC, using Feature Group D protocols.
- 2.46 "Exchange Message Interface (EMI)" (formerly Exchange Message Record "EMR") means the standard used for exchange of Telecommunications message information among Telecommunications Carriers for billable, non-billable, CABS, sample, settlement and study data. EMI format is contained in Telcordia Practice BR-010-200-010, CRIS Exchange Message Record and the Alliance for Telecommunications Industry Solutions (ATIS) document, ATIS-0406000-xxxx. (xxxx refers to the year of publication)
- 2.47 "Exchange Service" means Telephone Exchange Service As Defined in the Act.
- 2.48 "Facility" or "Facilities" means the wire, line, or cable dedicated to the transport of Authorized Services traffic between the Parties' respective networks.
- 2.49 "FCC" means the Federal Communications Commission.
- 2.50 "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.
- 2.51 "Intellectual Property" means copyrights, patents, trademarks, trade secrets, mask works and all other intellectual property rights.
- 2.52 "Interconnection" means As Defined/required in the Act.
- 2.53 "Interconnection Service(s)" means Interconnection, collocation, functions, Facilities, products and/or services offered under this Agreement.
- 2.54 "Interexchange Carrier (IXC)" means a carrier (other than a CMRS provider or a LEC) that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services.



- 2.55 "InterLATA" means As Defined in the Act.
- 2.56 "InterMTA Traffic" means traffic to or from CMRS Provider's network that originates in one MTA and terminates in another MTA.
- 2.57 "Internet Service Provider (ISP)" means an Enhanced Service Provider (ESP) that provides Internet Services, and is defined in paragraph 341 of the FCC's First Report and Order in CC Docket No. 97-158.
- 2.58 "ISP-Bound Traffic" means Telecommunications traffic, in accordance with the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Compensation Provisions in the Telecommunications Act of 1996, Reciprocal Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April, 27, 2001) ("FCC ISP Compensation Order").
- 2.59 "Jurisdiction Information Parameter (JIP)" means an existing six (6) digit (NPA-NXX) field in the SS7 message. This field designates the first point of switching.
- 2.60 "LATA" means Local Access and Transport Area As Described in the Act.
- 2.61 "Late Payment Charge" means the charge that is applied when a Billed Party fails to remit payment for any charges by the Bill Due Date, or if payment for any portion of the charges is received from a Billed Party after the Bill Due Date, or if payment for any portion of the charges is received in funds which are not immediately available or received by the Billing Party as of the Bill Due Date, or if the Billed Party does not submit the Remittance Information.
- 2.62 "Letter of Credit" means the unconditional, irrevocable standby bank letter of credit from a financial institution acceptable to AT&T-TEXAS naming AT&T-TEXAS as the beneficiary (ies) thereof and otherwise on the AT&T-TEXAS Letter of Credit form.
- 2.63 "Local Exchange Carrier (LEC)" means As Defined in the Act.
- 2.64 "Local Exchange Routing Guide (LERG)" means the Telcordia Reference document used by Telecommunications Carriers to identify NPA-NXX routing and homing information as well as network element and equipment designations.
- 2.65 "Local Number Portability (LNP)" means the ability of users of Telecommunications Services to retain the presence of a previously existing telephone number(s).
- 2.66 "Location Routing Number (LRN)" means the ten (10) digit number that is assigned to the network switching elements (Central Office Host and Remotes and MSCs as required) for the routing of calls in the network. The first six (6) digits of the LRN will be one of the assigned NPA NXX of the switching element. The purpose and functionality of the last four (4) digits of the LRN have not yet been defined but are passed across the network to the terminating switch.
- 2.67 "Local Service Request (LSR)" means the form used to input orders to the Local Service Center (LSC) by CMRS Provider, including, but not limited to orders to add, establish, change or disconnect services.
- 2.68 "Local Tandem" means a local exchange carrier switching system that provides a concentration and distribution function for originating and/or terminating traffic between Telecommunication Carriers within the same geographic area.
- 2.69 "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).
- 2.70 "Mobile Switching Center" or "MSC" means a switching system used by VZW in performing originating, terminating, and other switch-to-switch functions for calls interchanged between VZW's End Users and the Public Switched Telephone Network.
- 2.71 "MTA" ("Major Trading Area") means defined in 47 C.F.R. § 24.202(a).

- 2.72 "Non-Paying Party" means the Party that has not made payment by the Bill Due Date of all amounts within the bill rendered by the Billing Party.
- 2.73 "North American Numbering Plan (NANP)" means the numbering architecture in which every station in the NANP Area is identified by a unique ten (10)-digit address consisting of a three (3)-digit NPA code, a three (3)-digit central office code of the form NXX, and a four (4)-digit line number of the form XXXX.
- 2.74 "Numbering Plan Area (NPA)" also called area code means the three (3)-digit code that occupies the A, B, C positions in the ten (10)-digit NANP format that applies throughout the NANP Area. NPAs are of the form NXX, where N represents the digits two (2) through nine (9) and X represents any digit zero (0) through nine (9). In the NANP, NPAs are classified as either geographic or non-geographic. a) Geographic NPAs are NPAs which correspond to discrete geographic areas within the NANP Area. b) Non-geographic NPAs are NPAs that do not correspond to discrete geographic areas, but which are instead assigned for services with attributes, functionalities, or requirements that transcend specific geographic boundaries. The common examples are NPAs in the N00 format, (e.g., 800).
- 2.75 "Number Portability" means As Defined in the Act.
- 2.76 "NXX" or "Central Office Code" means the three (3)-digit switch entity indicator that is defined by the fourth (4th) through sixth (6th) digits of a ten (10)-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers.
- 2.77 "OBF" (Ordering and Billing Forum) means a forum comprised of local telephone companies and interexchange carriers whose responsibility is to create and document Telecommunication industry guidelines and standards.
- 2.78 "Operations Support Systems (OSS)" means the suite of functions which permits VZW to interface to the AT&T-TEXAS for pre-ordering, ordering, provisioning, maintenance/ repair and billing as described in the Attachment OSS herein.
- 2.79 "Originating Landline-to-CMRS InterMTA" means traffic delivered directly from AT&T-TEXAS' network to CMRS Provider's network that, at the beginning of the call: (a) originates on AT&T-TEXAS' network in one MTA; and, (b) terminates to the of CMRS Provider's End User connected to a Cell Site located in another MTA.
- 2.80 "Paging Traffic" means traffic to VZW's network that results in the sending of a paging message over a paging or narrowband PCS frequency licensed to VZW or traffic to AT&T-TEXAS' network that results in the sending of a paging message over a paging or narrowband PCS frequency licensed to AT&T-TEXAS.
- 2.81 "Party" means either VZW or AT&T-TEXAS; "Parties" means both VZW and the AT&T-TEXAS.
- 2.82 "Past Due" means when the Billed Party fails to remit payment for any charges by the Bill Due Date, or if payment for any portion of the charges is received from the Billed Party after the Bill Due Date, or if payment for any portion of the charges is received in funds which are not immediately available to the Billing Party as of the Bill Due Date (individually and collectively means Past Due).
- 2.83 "Person" means an individual or a partnership, an association, a joint venture, a corporation, a business or a trust or other entity organized under Applicable Law, an unincorporated organization or any Governmental Authority.
- 2.84 "POI" ("Point of Interconnection") means 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. The POI establishes the technical interface, the test point(s) and the point(s) for operational and financial division of responsibility.
- 2.85 "PNP" ("Permanent Number Portability") means a long term method of providing LNP using LRN consistent with the Act and the rules, regulations, orders and rulings of the FCC and the Commission.
- 2.86 "PSTN" means or refers to the Public Switched Telephone Network as defined in Telcordia Technologies Practice, BR-795-400-100 COMMON LANGUAGE® Message Trunk Circuit Codes (CLCI™ MSMSG Codes) refers to a common carrier network that provides circuit switching between public users. The PSTN carries voice, data and signaling traffic.

- 2.87 "Rate Center" means the specific geographic point and corresponding geographic area defined by the Commission and local community for the purpose of rating inter-and intra-LATA toll calls.
- 2.88 "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.
- 2.89 "Remittance Information" means the information that specifies the Billing Account Numbers (BANs) paid; invoices paid and the amount to be applied to each BAN and invoice.
- 2.90 "Routing Point" means the location which a Telecommunications Carrier has designated on its own network as the homing or routing point for traffic inbound to the Telecommunications Carrier which bears a certain NPA-NXX designation. The Routing Point need not be the same as the Rating Point, nor must it be located within the Rate Center area, but must be in the same LATA as the NPA-NXX.
- 2.91 "Section 251(b)(5) Calls" means Completed Calls that originate on either Party's network, and that terminate on the other Party's network, that are exchanged directly between the Parties, and originate and terminate within the same MTA. "Section 251(b)(5) Calls" does not refer to the local calling area of either Party. A call that is originated or terminated by a non-facility based provider is not a Section 251(b)(5) call. Notwithstanding the forgoing, in this limited scenario only: when VZW sends traffic through another Third Party ILEC tandem destined to an AT&T-TEXAS End User located within an AT&T-TEXAS End Office not homed behind an AT&T-TEXAS Tandem, that call will be subject to reciprocal compensation. In order to measure whether traffic comes within the definition of Section 251(b)(5) Calls, the Parties agree that the origination and termination point of the calls are as follows:
- 2.91.1 For AT&T-TEXAS, 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.
- 2.91.2 For VZW, the origination or termination point of a call shall be the Cell Site that serves, respectively, the calling or called party at the beginning of the call.
- 2.92 "Selective Router" means/refers to the Central Office Switch that provides the tandem switching of 9-1-1 calls. It controls delivery of the voice call with ANI to the PSAP and provides Selective Routing, Speed Calling, Selective Transfer, Fixed Transfer and certain maintenance functions for each PSAP. Also known as 9-1-1 Selective Routing Tandem.
- 2.93 "Service Start Date" means the date on which services were first supplied under this Agreement.
- 2.94 "Shared Facility Factor" means the factor used to appropriately allocate the cost of DS1 Interconnection Facilities based on proportionate use of the Facility between AT&T-TEXAS and VZW.
- 2.95 "Signaling System 7 (SS7)" means or refers to a signaling protocol used by the CCS Network that employs data circuits to carry packetized information about each call between switches within the PSTN.
- 2.96 "SPNP" ("Service Provider Number Portability") means synonymous with Permanent Number Portability "PNP".
- 2.97 "State Abbreviation" means the following:
- 2.97.1 "TX" means Texas
- 2.98 "Surety Bond" means a bond from a Bond company with a credit rating by A. M. BEST better than a "B". The bonding company shall be certified to issue bonds in a state in which this Agreement is approved.
- 2.99 Switched Access Service means an offering of access to AT&T-TEXAS' network for the purpose of the origination or the termination of traffic from or to End Users in a given area pursuant to a Switched Access Services tariff.
- 2.100 "Tax" or "Taxes" means any and all federal, state, or local sales, use, excise, gross receipts, transfer, transaction or similar taxes or tax-like fees of whatever nature and however designated, including any charges or other payments, contractual or otherwise, for the use of streets or rights-of-way, whether designated as franchise fees or otherwise, and further including any legally permissible surcharge of or with respect to any of the foregoing, which are imposed

or sought to be imposed on or with respect to, or measured by the charges or payments for, any products or services purchased under this Agreement.

- 2.101 "Telcordia" means Telcordia Technologies, Inc.
- 2.102 "Telecommunications" means As Defined in the Act.
- 2.103 "Telecommunications Act of 1996 (ACT)" means Public Law 104-104 of the United States Congress effective February 8, 1996. The Act amended the Communications Act of 1934 (47, U.S.C. Section 1 et. seq.).
- 2.104 "Telecommunications Carrier" means As Defined in the Act.
- 2.105 "Telecommunications Service" means As Defined in the Act.
- 2.106 "Terminating InterMTA Traffic" means traffic delivered directly from CMRS Provider's network to AT&T-TEXAS' network that, at the beginning of the call: (a) originates on CMRS Provider's network in one MTA and (b) terminates on the AT&T-TEXAS' network in another MTA.
- 2.107 "Third Party" means any Person other than a Party.
- 2.108 "Third Party Traffic" means traffic carried by AT&T-TEXAS acting as an intermediary that is originated and terminated by and between VZW and a Third Party Telecommunications Carrier.
- 2.109 "Trunk(s)" or "Trunk Group(s)" means the switch port interface(s) used and the communications path created to interconnect CMRS Provider's network with AT&T-TEXAS' network for the purpose of exchanging traffic.
- 2.110 "Trunk-Side" means the Central Office Switch connection that is capable of, and has been programmed to treat the circuit as connecting to another switching entity (for example another Central Office Switch). Trunk-Side connections offer 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.
- 2.111 "Unpaid Charges" means any charges billed to the Non-Paying Party that the Non-Paying Party did not render full payment to the Billing Party by the Bill Due Date.
- 2.112 "Wire Center" means a building or space within a building that serves as an aggregation point on a given Telecommunications Carrier's network, where transmission facilities are connected and traffic is switched. AT&T-TEXAS' 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.
- 2.113 "Wireless Service Request" ("WSR") means the industry standard form used by the Parties to add, establish, change or disconnect trunks for the purposes of Interconnection.

### 3.0 Interpretation, Construction and Severability

#### 3.1 Definitions:

- 3.1.1 For purposes of this Agreement, certain terms have been defined in this Agreement to encompass meanings that may differ from, or be in addition to, the normal connotation of the defined word. Unless the context clearly indicates otherwise, any term defined or used in the singular will include the plural. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation" and/or "but not limited to". 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.

### 3.2 Headings Not Controlling:

- 3.2.1 The headings and numbering of Sections, Parts, Attachments, Schedules and Exhibits to this Agreement are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.
- 3.2.2 This Agreement incorporates a number of Attachments which, together with their associated Exhibits, Schedules and Addenda, constitute the entire Agreement between the Parties. In order to facilitate use and comprehension of the Agreement, the Attachments have been grouped under broad headings. It is understood that these groupings are for convenience of reference only, and are not intended to limit the applicability that any particular Attachment, Exhibit, Schedule or Addenda may otherwise have.

### 3.3 Referenced Documents:

- 3.3.1 Any reference throughout this Agreement to an industry guideline, AT&T-TEXAS' technical guideline or referenced AT&T-TEXAS business rule, guide or other such document containing processes or specifications applicable to the services provided pursuant to this Agreement, shall be construed to refer to only those provisions thereof that are applicable to these services, and shall include any successor or replacement versions thereof, all as they are amended from time to time and all of which are incorporated herein by reference, and may be found at AT&T-TEXAS' website.

### 3.4 References:

- 3.4.1 References herein to Sections, Paragraphs, Attachments, Exhibits, Parts and Schedules shall be deemed to be references to Sections, Paragraphs, Attachments and Parts of, and Exhibits, Schedules to this Agreement, unless the context shall otherwise require.

### 3.5 Tariff References:

- 3.5.1 References to state tariffs throughout this Agreement shall be to the currently effective tariff for the state of Texas or jurisdiction in which the services were provisioned; provided however, where certain AT&T-TEXAS' services or tariff provisions have been or become deregulated or detariffed, any reference in this Agreement to a detariffed or deregulated service or provision of such tariff shall be deemed to refer to the service description, price list or other agreement pursuant to which AT&T-TEXAS provides such services as a result of detariffing or deregulation.
- 3.5.2 AT&T-TEXAS only:
- 3.5.2.1 To the extent a tariff provision or rate is incorporated or otherwise applies between the Parties due to provisions of this Agreement, it is understood that said tariff provision or rate applies only in the jurisdiction in which such tariff provision or rate is filed, and applies to the CMRS Provider and only the AT&T-TEXAS ILEC(s) that operates within that jurisdiction. Further, it is understood that any changes to said tariff provision or rate are also automatically incorporated herein or otherwise hereunder, effective hereunder on the date any such change is effective.
- 3.5.2.2 Where any Commission ordered tariff provision or rate is incorporated, cited or quoted herein, it is understood that said incorporation or reference applies only to the entity within the state whose Commission ordered that tariff.
- 3.5.2.3 Any state or federal tariff references made within this Agreement, including all Attachments/Appendices, refer to tariffs filed by AT&T-TEXAS, as such tariffs may be modified from time to time.

### 3.6 Conflict in Provisions:

- 3.6.1 If any definitions, terms or conditions in any given Attachment, Exhibit, Schedule or Addenda differ from those contained in the main body of this Agreement, those definitions, terms or conditions will supersede those contained in the main body of this Agreement, but only in regard to the services or activities listed in that particular Attachment, Exhibit, Schedule or Addenda. In particular, if an Attachment contains a Term

length that differs from the Term length in the main body of this Agreement, the Term length of that Attachment will control the length of time that services or activities are to occur under that Attachment, but will not affect the Term length of the remainder of this Agreement.

3.7 Joint work Product:

3.7.1 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.

3.7.2 If any provision of this Agreement is rejected or held to be illegal, invalid or unenforceable, each Party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. If necessary to affect the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible. The Parties negotiated the terms and conditions of this Agreement for Interconnection products and/or services as a total arrangement and it is intended to be non-severable.

3.8 Incorporation by Reference:

3.8.1 All of the rates, terms and conditions ("Provisions") set forth in this Agreement (including any and all Attachments, and/or Schedules hereto) and every Interconnection product and/or service provided hereunder, are subject to all other Provisions contained in this Agreement and all such Provisions are integrally related.

3.9 Non-Voluntary Provisions:

3.9.1 This Agreement may incorporate certain rates, terms and conditions that were not voluntarily negotiated and/or agreed to by the Parties, but instead resulted from determinations made in arbitrations under Section 252 of the Act or from other requirements of regulatory agencies or state and/or federal law (individually and collectively "Non-Voluntary Arrangement(s)"). If any Non-Voluntary Arrangement is modified as a result of any order or finding by the FCC, the appropriate Commission or a court of competent jurisdiction, the Parties agree to follow the Intervening Law process outlined in Section 21.0 below.

3.9.2 The Parties acknowledge that the Non-Voluntary Arrangements contained in this Agreement shall not be available in any jurisdiction other than the jurisdiction that originally imposed/required such Non-Voluntary Arrangement.

3.10 State-Specific Rates, Terms and Conditions:

3.10.1 For ease of administration, this multi-state Agreement contains certain specified rates, terms and conditions which apply only in a designated state ("State Specific terms").

3.10.2 State specific terms, as the phrase is described in Section 3.10.1 above, have been negotiated (or in the case of Section 3.9.2 above, included in the agreement per state requirement) by the Parties only as to the states where this Agreement has been executed, filed and approved. When the Parties negotiate an 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 such terms are to be applied.

3.11 Scope of Obligations:

3.11.1 Notwithstanding anything to the contrary contained herein, AT&T-TEXAS' rights and or obligations under this Agreement shall apply only to:

3.11.1.1 The specific operating area(s) or portion thereof in which AT&T-TEXAS is then deemed to be the ILEC under the Act (the "ILEC Territory"), and

3.11.1.2 Assets that AT&T-TEXAS owns or leases and which are used in connection with AT&T-TEXAS' provision to VZW of any Interconnection products and/or services provided or contemplated under this Agreement, the Act or any tariff or ancillary agreement referenced herein (individually and collectively, the "ILEC Assets").

3.11.2 This Agreement sets forth the terms and conditions pursuant to which the Parties agree to Interconnection under Section 251(c)(2) in AT&T-TEXAS ILEC territory. The Parties acknowledge and agree that AT&T-TEXAS is only obligated to make available Interconnection under Section 251(c)(2) to VZW in AT&T-TEXAS ILEC territory. Therefore, the Parties understand and agree that the rates, terms and conditions, including references to tariff rates, terms and conditions, set forth in this Agreement shall only apply to the Parties and be available to VZW for provisioning Telecommunication Services within an AT&T-TEXAS ILEC territory in the State of Texas.

3.12 Affiliates:

3.12.1 This Agreement will supersede any currently effective CMRS Interconnection Agreement between VZW and any VZW Affiliates and AT&T-TEXAS.

4.0 Notice of Changes - Section 251(c)(5)

4.1 Nothing in this Agreement shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or to otherwise change and/or modify its network including, without limitation, through the retirement and/or replacement of equipment, software or otherwise. Each Party agrees to comply with the Network Disclosure rules adopted by the FCC in CC Docket No. 96-98, Second Report and Order, codified at 47 C.F.R. 51.325 through 51.335, as such rules may be amended from time to time (the "Network Disclosure Rules").

5.0 Responsibilities of the Parties

5.1 Each Party is individually responsible to provide Facilities within its network that are necessary for routing, transporting, measuring, and billing traffic from the other Party's network for delivering such traffic to the other Party's network in the standard format compatible with AT&T-TEXAS network as referenced in Telcordia BOC Notes on LEC Networks Practice No. SR-TSV-002275, and to terminate the traffic it receives in that standard format to the proper address on its network. The Parties are each solely responsible for participation in and compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan.

5.2 The Parties shall exchange technical descriptions and forecasts of their Interconnection and traffic requirements in sufficient detail necessary to establish the Interconnections required to assure traffic completion to and from all End Users in their respective designated service areas.

5.3 Each Party is solely responsible for all products and services it provides to its End Users and to other Telecommunications Carriers.

5.4 Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party's consent or agreement is required or requested hereunder, such Party shall not unreasonably withhold or delay such consent or agreement.

6.0 Insurance

6.1 At all times during the term of this Agreement, CMRS Provider shall keep and maintain in force at its own expense the following minimum insurance coverage and limits and any additional insurance and/or bonds required by Applicable Law:

6.1.1 With respect to CMRS Provider's performance under this Agreement, and in addition to CMRS Provider's obligation to indemnify, CMRS Provider shall at its sole cost and expense

6.1.1.1 maintain the insurance coverage and limits required by this Section 6.0 and any additional insurance and/or bonds required by law:

- 6.1.1.1.1 at all times during the term of this Agreement and until completion of all work associated with this Agreement is completed, whichever is later;
- 6.1.1.1.2 with respect to any coverage maintained in a "claims-made" policy, for two (2) years following the term of this Agreement or completion of all work associated with this Agreement, whichever is later. If a "claims-made" policy is maintained, the retroactive date must precede the commencement of work under this Agreement;
- 6.1.1.2 require each subcontractor who may perform work under this Agreement or enter upon the work site to maintain coverage, requirements, and limits at least as broad as those listed in this Section 6.0 from the time when the subcontractor begins work, throughout the term of the subcontractor's work; and with respect to any coverage maintained on a "claims-made" policy, for two (2) years thereafter;
- 6.1.1.3 procure the required insurance from an insurance company eligible to do business in the state or states where work will be performed and having and maintaining a Financial Strength Rating of "A-" or better and a Financial Size Category of "VII" or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies, except that, in the case of Workers' Compensation insurance, CMRS Provider may procure insurance from the state fund of the state where work is to be performed; and
- 6.1.1.4 deliver to AT&T-TEXAS certificates of insurance stating the types of insurance and policy limits. CMRS Provider shall provide or will endeavor to have the issuing insurance company provide at least 30 days advance written notice of cancellation, non-renewal, or reduction in coverage, terms, or limits to AT&T-TEXAS. CMRS Provider shall deliver such certificates:
  - 6.1.1.4.1 prior to execution of this Agreement and prior to commencement of any work;
  - 6.1.1.4.2 prior to execution of any insurance policy required in this Section 6.0, and
  - 6.1.1.4.3 for any coverage maintained on a "claims-made" policy, for two (2) years following the term of this Agreement or completion of all work associated with this Agreement, whichever is later.
- 6.1.2 The Parties agree:
  - 6.1.2.1 the failure of AT&T-TEXAS to demand such certificate of insurance or failure of AT&T-TEXAS to identify a deficiency will not be construed as a waiver of CMRS Provider's obligation to maintain the insurance required under this Agreement;
  - 6.1.2.2 that the insurance required under this Agreement does not represent that coverage and limits will necessarily be adequate to protect CMRS Provider, nor be deemed as a limitation on CMRS Provider's liability to AT&T-TEXAS in this Agreement;
  - 6.1.2.3 CMRS Provider may meet the required insurance coverages and limits with any combination of primary and Umbrella/Excess liability insurance; and
  - 6.1.2.4 CMRS Provider is responsible for any deductible or self-insured retention.
- 6.2 The insurance coverage required by this Section 6.0 includes:
  - 6.2.1 Workers' Compensation insurance with benefits afforded under the laws of any state in which the work is to be performed and Employers Liability insurance with limits of at least:
    - 6.2.1.1 \$500,000 for Bodily Injury – each accident; and
    - 6.2.1.2 \$500,000 for Bodily Injury by disease – policy limits; and
    - 6.2.1.3 \$500,000 for Bodily Injury by disease – each employee.
    - 6.2.1.4 To the fullest extent allowable by Law, the policy must include a waiver of subrogation in favor of AT&T-TEXAS, its Affiliates, and their directors, officers and employees.



- 6.2.2 In the states where Workers' Compensation insurance is a monopolistic state-run system, CMRS Provider shall add Stop Gap Employers Liability with limits not less than \$500,000 each accident or disease.
- 6.2.3 Commercial General Liability insurance written on Insurance Service Office (ISO) Form CG 00 01 12 04 or a substitute form providing equivalent coverage, covering liability arising from premises, operations, personal injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) with limits of at least:
- 6.2.3.1 \$2,000,000 General Aggregate limit; and
  - 6.2.3.2 \$1,000,000 each occurrence limit for all bodily injury or property damage incurred in any one (1) occurrence; and
  - 6.2.3.3 \$1,000,000 each occurrence limit for Personal Injury.
  - 6.2.3.4 \$2,000,000 Products/Completed Operations Aggregate limit; and
  - 6.2.3.5 \$1,000,000 each occurrence limit for Products/Completed Operations; and
  - 6.2.3.6 \$1,000,000 Damage to Premises Rented to You (Fire Legal Liability).
- 6.2.4 The Commercial General Liability insurance policy must include each Party, its Affiliates, and their directors, officers, and employees as Additional Insureds. Each Party shall provide a copy of the Additional Insured endorsement to the other Party. The Additional Insured endorsement may either be specific to each Party or may be "blanket" or "automatic" addressing any person or entity as required by contract. A copy of the Additional Insured endorsement must be provided within 60 days of execution of this Agreement and within 60 days of each Commercial General Liability policy renewal; include a waiver of subrogation in favor of each Party, its Affiliates, and their directors, officers and employees; and be primary and non-contributory with respect to any insurance or self-insurance that is maintained by each Party.
- 6.2.5 Commercial General Liability insurance written on Insurance Services Office (ISO) Form CG 00 01 12 04 or a substitute form providing equivalent coverage, covering liability arising from premises, operations, personal injury, products/completed operations, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) for CMRS Provider's who collocate on AT&T-TEXAS' premises with limits of at least:
- 6.2.5.1 \$10,000,000 General Aggregate limit; and
  - 6.2.5.2 \$5,000,000 each occurrence limit for all bodily injury or property damage incurred in any one (1) occurrence; and
  - 6.2.5.3 \$5,000,000 each occurrence limit for Personal Injury and Advertising Injury; and
  - 6.2.5.4 \$10,000,000 Products/Completed Operations Aggregate limit; and
  - 6.2.5.5 \$5,000,000 each occurrence limit for Products/Completed Operations; and
  - 6.2.5.6 \$2,000,000 Damage to Premises Rented to You (Fire Legal Liability).
- 6.2.6 The Commercial General Liability insurance policy must include AT&T-TEXAS, its Affiliates, and their directors, officers, and employees as Additional Insureds. A Collocated CMRS Provider shall also provide a copy of the Additional Insured endorsement to AT&T-TEXAS. The Additional Insured endorsement may either be specific to AT&T-TEXAS or may be "blanket" or "automatic" addressing any person or entity as required by contract. A copy of the Additional Insured endorsement must be provided within sixty (60) calendar days of execution of this Agreement and within sixty (60) calendar days of each Commercial General Liability policy renewal; include a waiver of subrogation in favor of AT&T-TEXAS, its Affiliates, and their directors, officers and employees; and
- 6.2.6.1 be primary and non-contributory with respect to any insurance or self-insurance that is maintained by AT&T-TEXAS.

6.2.7 Automobile Liability insurance with minimum limits of \$1,000,000 combined single limit per accident for bodily injury and property damage, extending to all owned, hired, and non-owned vehicles.

6.3 This Section 6.0 is a general statement of insurance requirements and shall be in addition to any specific requirement of insurance referenced elsewhere in this Agreement or a referenced instrument.

#### 7.0 Assignment or Corporate Name Change

7.1 Neither Party may assign or transfer this Agreement nor any rights or obligations hereunder, whether by operation of law or otherwise, to a non-affiliated Third Party without the prior written consent of the other Party. Any attempted assignment or transfer that is not permitted is void ab initio.

7.2 Either Party may assign or transfer this Agreement and all rights and obligations hereunder, whether by operation of law or otherwise, to an Affiliate by providing sixty (60) calendar days advance written notice of such assignment or transfer to the other Party; provided that such assignment or transfer is not inconsistent with Applicable Law (including the Affiliate's obligation to obtain and maintain proper Commission certification and approvals) or the terms and conditions of this Agreement. Notwithstanding the foregoing, a Party may not assign or transfer this Agreement, or any rights or obligations hereunder, to an Affiliate if that Affiliate is a party to a separate interconnection agreement with the other Party under Sections 251 and 252 of the Act. Any attempted assignment or transfer that is not permitted herein is void ab initio.

#### 7.3 Corporate Name Change and/or change in "d/b/a" only

7.3.1 Any change in a Party's corporate name including the d/b/a, and including a name change due to assignment or transfer of this Agreement wherein only the Party's name is changing, and which does not include a change to Party's OCN/ACNA, constitutes a Carrier Name Change under this Section. For any such Carrier Name Change, the Party invoking the Carrier Name Change will incur a record order charge by the other Party for each billing account, at rates not to exceed the rates provided in AT&T-TEXAS' tariffs.

7.3.2 The Parties agree to amend this Agreement to appropriately reflect any Carrier Name Change including a change in d/b/a.

#### 7.4 Company Code Change

7.4.1 Any assignment or transfer of this Agreement associated with the transfer or acquisition of "assets" provisioned under this Agreement, where the OCN/ACNA formerly assigned to such "assets" is changing constitutes a "Company Code Change" under this Section. For the purposes of this Section 7.4, "assets" means any Interconnection function, Facility, product or service provided under this Agreement. VZW shall provide AT&T-TEXAS with ninety (90) Days advance written notice of any assignment associated with a Company Code Change and obtain AT&T-TEXAS' consent. AT&T-TEXAS shall not unreasonably withhold consent to a Carrier Company Code Change; provided, however, AT&T-TEXAS' consent to any Carrier Company Code Change is contingent upon payment of any outstanding charges, including Collocation charges, if Carrier has elected to collocate with AT&T-TEXAS, owed under this Agreement and payment of any outstanding charges associated with the "assets" subject to the Carrier Company Code Change. In addition, Carrier acknowledges that Carrier may be required to tender additional assurance of payment to AT&T-TEXAS, if requested under the terms of this Agreement.

7.4.2 For any Carrier Company Code Change, Carrier must submit a service order to AT&T-TEXAS changing the OCN/ACNA for each circuit ID number, as applicable. Carrier shall pay the appropriate charges to AT&T-TEXAS for each service order submitted to accomplish a CMRS Provider Company Code Change; such charges are contained in the applicable AT&T-TEXAS tariffs. In addition, Carrier shall pay any and all charges to AT&T-TEXAS, as provided in AT&T-TEXAS tariffs, required for re-stenciling, re-engineering, changing locks and any other work necessary with respect to Collocation, if Carrier has elected to collocate with AT&T-TEXAS.

## 8.0 Effective Date, Term and Termination

### 8.1 Effective Date:

8.1.1 The Effective Date of this Agreement shall be ten (10) calendar days after the Commission approves this Agreement under Section 252(e) of the Act or, absent such Commission approval, the date this Agreement is deemed approved under Section 252(e)(4) of the Act ("Effective Date").

### 8.2 Term:

8.2.1 Unless terminated for breach (including nonpayment), the term of this Agreement shall commence upon the Effective Date of this Agreement and shall expire on April 20, 2013 (the "Initial Term"). Upon expiration of the Initial Term, this Agreement shall automatically renew for successive month-to-month periods unless either Party provides a notice of termination to the other Party as described in Section 8.4 below.

### 8.3 Termination for Non-Performance or Breach:

8.3.1 Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement and the provision of any Interconnection products and/or services provided pursuant to this Agreement, at the sole discretion of the terminating Party, in the event that the other Party fails to perform a material obligation or breaches a material term of this Agreement and the other Party fails to cure such nonperformance or breach within forty-five (45) calendar days after written notice thereof. If the nonperforming Party fails to cure such nonperformance or breach within the forty-five (45) calendar day period provided for within the original notice, then the terminating Party will provide a subsequent written notice of the termination of this Agreement and such termination shall take effect immediately upon delivery of written notice to the other Party.

8.3.2 If, at any time during the term of this Agreement, either Party is unable to contact the other Party pursuant to the notices provision hereof or any other contact information provided by the other Party under this Agreement, and there are no active services being provisioned under this Agreement, then the Party that is unable to contact the other Party may, at its discretion, terminate this Agreement, without any liability whatsoever, upon sending of notification to the other Party pursuant to the Notice Section hereof.

### 8.4 Termination of Agreement after Initial Term Expiration:

8.4.1 Where a Party has no End Users or is no longer purchasing any services under this Agreement, such Party may terminate the Agreement by providing "notice of termination" to the other Party at any time after the initial term of this Agreement. After termination the Parties' liability for termination of this Agreement shall be limited to obligations under Section 37 the Survival Section of this GTC.

8.4.2 Where a Party has End Users and/or is purchasing Interconnection products and/or services under this Agreement and either Party seeks to terminate this Agreement, the Parties shall cooperate in good faith to effect an orderly transition of service under this Agreement. Each Party shall be solely responsible (from a financial, operational and administrative standpoint) to ensure that its End Users are transitioned to a new Telecommunication Carrier prior to the expiration or termination date of this Agreement.

8.4.3 If at any time within 180 days or any time thereafter of the expiration of the Initial Term, if either Party provides "notice of termination," the Party who receives such notice shall have ten (10) calendar days to provide the noticing Party with written confirmation, indicating whether the Party who receives notice wishes to pursue a successor agreement or terminate the Agreement. If a Party wishes to pursue a successor agreement with the other Party, such Party shall include with its written confirmation or notice of termination, a written request Section 252(a)(1) request to commence negotiations with the other Party under Sections 251/252 of the Act . Upon receipt of a Party's Section 252(a)(1) request, the Parties shall commence good faith negotiations for a successor agreement.

8.4.4 If the Parties are in "Active Negotiations" (negotiations within the statutory clock established in the Act under Section 252(b)) or have filed for arbitration with the Commission, both Parties shall continue to offer services

to the other Party pursuant to the rates, terms and conditions set forth in this Agreement until a successor agreement becomes effective between the Parties.

## 9.0 Assurance of Payment

9.1 Upon request by AT&T-TEXAS and subject to the condition provided in Section 9.2, CMRS Provider will provide AT&T-TEXAS with the AT&T-TEXAS Credit Profile form and provide information to AT&T-TEXAS regarding CMRS Provider's credit and financial condition.

9.2 Assurance of payment may be requested by AT&T-TEXAS:

9.2.1 If based on AT&T-TEXAS' analysis of the AT&T-TEXAS Credit Profile and other relevant information regarding CMRS Provider's credit and financial condition and/or AT&T-TEXAS finds that Standard and Poor's rating is triple C or worse, there is an impairment of the credit, financial health, or credit worthiness of CMRS Provider;

9.2.2 If CMRS Provider fails to timely pay a bill rendered to CMRS Provider by AT&T-TEXAS (except such portion of a bill that is subject to a good faith, bona fide dispute and as to which CMRS Provider has complied with all requirements set forth in Section 11.4 below);

9.2.3 When CMRS Provider admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had an involuntary case commenced against it) under the U.S. Bankruptcy Code or any other law relating to insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding;

9.2.4 If the CMRS Provider's gross monthly billing has increased by five percent (5%), AT&T-TEXAS reserves the right to request additional security (or to require a security deposit if none was previously requested) and/or file a Uniform Commercial Code (UCC-1) security interest in CMRS Provider's "accounts receivables and proceeds" or;

9.3 If AT&T-TEXAS requires CMRS Provider to provide a security deposit, CMRS Provider shall provide such security deposit prior to the inauguration of service or within fifteen (15) calendar days of AT&T-TEXAS', as applicable. Deposit request notices will be sent to CMRS Provider via certified mail or overnight delivery. Such notice period will start the day after the deposit request notice is rendered by certified mail or overnight delivery. Interest on a cash security deposit shall accrue and be applied or refunded in accordance with the terms in AT&T-TEXAS' applicable tariff.

9.4 Unless otherwise agreed by the Parties, the assurance of payment will consist of:

9.4.1 Intentionally Left Blank.

9.4.2 a Letter of Credit or

9.4.3 a Surety Bond

9.5 The Letter of Credit or Surety Bond must be in an amount up to three (3) months anticipated charges (including, but not limited to, recurring, non-recurring and usage sensitive charges, termination charges and advance payments), as reasonably determined by AT&T-TEXAS, for the Interconnection product and/or services, and Collocation or any other functions, facilities, products and/or services to be furnished by AT&T-TEXAS under this Agreement. Estimated billings are calculated based upon the monthly average of the previous six (6) months current billings, if CMRS Provider has received service from AT&T-TEXAS during such period at a level comparable to that anticipated to occur over the next six (6) months. If either CMRS Provider or AT&T-TEXAS has reason to believe that the level of service to be received during the next six (6) months will be materially higher or lower than received in the previous six (6) months, CMRS Provider and AT&T-TEXAS shall agree on a level of estimated billings based on all relevant information.

9.6 Intentionally Left Blank.

- 9.7 AT&T-TEXAS will not pay interest on a Letter of Credit or a Surety Bond.
- 9.8 AT&T-TEXAS may, but is not obligated to, draw on the Letter of Credit or Surety Bond upon the occurrence of any one of the following events:
- 9.8.1 CMRS Provider owes AT&T-TEXAS undisputed charges under this Agreement that are more than thirty (30) calendar days Past Due; or
- 9.8.2 CMRS Provider admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had an involuntary case commenced against it) under the U.S. Bankruptcy Code or any other law relating to insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding;
- 9.8.3 The expiration or termination of this Agreement.
- 9.9 If AT&T-TEXAS draws on the Letter of Credit or Surety Bond, upon request by AT&T-TEXAS, CMRS Provider will provide a replacement or supplemental Letter of Credit, or Surety Bond conforming to the requirements of Section 9.4 above.
- 9.10 Notwithstanding anything else set forth in this Agreement, if AT&T-TEXAS makes a request for assurance of payment in accordance with the terms of this Section 9.0 then AT&T-TEXAS shall have no obligation thereafter to perform under this Agreement until such time as CMRS Provider has furnished AT&T-TEXAS with the assurance of payment requested; provided, however, that AT&T-TEXAS will permit CMRS Provider a minimum of fifteen (15) calendar days to respond to a request for assurance of payment before invoking charges as set forth in this Section 9.0.
- 9.11 In the event CMRS Provider fails to provide AT&T-TEXAS with a suitable form of security deposit or additional security deposit as required herein, defaults on its account(s), or otherwise fails to make any payment or payments required under this Agreement in the manner and within the time required, service to CMRS Provider may be suspended, discontinued or terminated in accordance with the terms of this Section. Upon termination of services, AT&T-TEXAS shall apply any security deposit to CMRS Provider's final bill for its account(s). If CMRS Provider fails to furnish the requested adequate assurance of payment on or before the date set forth in the request, AT&T-TEXAS may also invoke the provisions set forth in Section 12.0 below.
- 9.12 Intentionally Left Blank.
- 9.12.1 Intentionally Left Blank.
- 9.12.2 Intentionally Left Blank.
- 9.13 The fact that a Letter of Credit is requested by AT&T-TEXAS shall in no way relieve CMRS Provider from timely compliance with all payment obligations under this Agreement (including, but not limited to, recurring, non-recurring and usage sensitive charges, termination charges and advance payments), nor does it constitute a waiver or modification of the terms of this Agreement pertaining to disconnection or re-entry for non-payment of any amounts required to be paid hereunder.
- 9.14 At least seven (7) calendar days prior to the expiration of any Letter of Credit provided by CMRS Provider as security under this Agreement, CMRS Provider shall renew such Letter of Credit or provide AT&T-TEXAS with evidence that CMRS Provider has obtained a suitable replacement for the Letter of Credit. If CMRS Provider fails to comply with the foregoing, AT&T-TEXAS shall thereafter be authorized to draw down the full amount of such Letter of Credit and utilize the cash proceeds as security for CMRS Provider accounts(s). If CMRS Provider provides a security deposit or additional security deposit in the form of a Surety Bond as required herein, CMRS Provider shall renew the Surety Bond or provide AT&T-TEXAS with evidence that CMRS Provider has obtained a suitable replacement for the Surety Bond at least seven (7) calendar days prior to the cancellation date of the Surety Bond. If CMRS Provider fails to comply with the foregoing, AT&T-TEXAS shall thereafter be authorized to take action on the Surety Bond and utilize the cash proceeds as security for CMRS Provider's account(s). If the credit rating of any bonding company that has provided CMRS Provider with a Surety Bond provided as security hereunder has fallen below "B", AT&T-TEXAS will provide written notice to CMRS Provider that CMRS Provider must provide a replacement bond or other suitable

security within fifteen (15) calendar days of AT&T-TEXAS' written notice. If CMRS Provider fails to comply with the foregoing, AT&T-TEXAS shall thereafter be authorized to take action on the Surety Bond and utilize the cash proceeds as security for CMRS Provider's account(s). Notwithstanding anything contained in this Agreement to the contrary, AT&T-TEXAS shall be authorized to draw down the full amount of any Letter of Credit or take action on any Surety Bond provided by CMRS Provider as security hereunder if CMRS Provider defaults on its account(s) or otherwise fails to make any payment or payments required under this Agreement in the manner and within the time, as required herein.

## 10.0 Billing and Payment of Charges

10.1 Unless otherwise stated, each Party will render monthly bill(s), remittance in full by the Bill Due Date, to the other Party for Interconnection products and/or services provided hereunder at the applicable rates set forth in the Pricing Schedule.

## 10.2 Invoices

10.2.1 Invoices shall comply with nationally accepted standards agreed upon by the Ordering and Billing Forum (OBF) for billing traffic. Reciprocal compensation invoices and support details from CMRS Provider shall contain details (pursuant to this agreement) to substantiate billed traffic which originates from AT&T-TEXAS' network.

10.2.2 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. Factor billing as provided for in Attachment 2, Section 4.3.4 shall apply if CMRS provider does not measure terminating traffic for billing purposes.

10.2.3 Invoices and supporting detail between the Parties shall include, but not be limited to the following pertinent 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

10.2.4 The Parties will provide information 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 invoice date)

10.2.5 Invoices from VZW to AT&T-TEXAS will be provided on paper and will be the primary bill, unless an electronic format is mutually agreed upon. Invoices from AT&T-TEXAS to VZW will be provided in electronic format and will be the primary bill.

10.2.5.1 AT&T-TEXAS must provide 90 days notice of any changes to the delivery method and/or format. If notification is not received in the specified time frame, then invoices will be held and not subject to

any Late Payment Charges until such time as VZW is able to accommodate the new delivery method and/or format.

- 10.2.6 Invoices for Section 251(b)(5) Calls will be based on Conversation MOUs 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. Also included in the invoices will be Third Party traffic, Originating and Terminating InterMTA traffic and other miscellaneous charges.
- 10.2.7 AT&T-TEXAS shall separately list on its invoice to VZW the Conversation MOU representing Third Party Traffic delivered to VZW. Unless otherwise provided for herein, each Party shall separately list on its bill to the other Party for reciprocal compensation the Conversation MOU representing Third Party Traffic. If CMRS Provider does not record and identify the actual amount of Third Party Traffic delivered to it over the Interconnection Trunks, then CMRS Provider shall deduct from the amount of total Conversation MOU on its bill to AT&T-TEXAS (for reciprocal compensation) a percentage that is equal to the percentage that Third Party Traffic minutes bear to the total billed Conversation MOU on AT&T-TEXAS' bill to CMRS Provider (for reciprocal compensation) for the same time period. This adjustment will account for Third Party Traffic delivered to CMRS Provider over the Interconnection Trunk.
- 10.2.8 Unless otherwise provided for herein, VZW will invoice AT&T-TEXAS for reciprocal compensation by state, based on the terminating location of the call. CMRS Provider will display the CLLI code(s) associated with the Trunk through which the exchange of traffic between AT&T-TEXAS and CMRS Provider takes place as well as the number of calls and Conversation MOUs for each inbound Facility route. AT&T-TEXAS will invoice VZW for reciprocal compensation by the End Office Switch/Tandem Office 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.
- 10.2.9 When AT&T-TEXAS is unable to invoice reflecting an adjustment for shared Facilities and/or Trunks, VZW will separately invoice AT&T-TEXAS for AT&T-TEXAS' share of the cost of such Facilities and/or Trunks as provided in this Agreement within thirty (30) days following receipt by VZW of AT&T-TEXAS' invoice.
- 10.2.10 There will be no netting by the billed Party of payments due herein against any other amount owed by one Party to the other.
- 10.3 A Late Payment Charge will be assessed for all Past Due payments as provided below, as applicable.
- 10.3.1 If any portion of payment is not received by the Billing Party on or before the bill due date as set forth above, or if any portion of the payment is received by the Billing Party in funds that are not immediately available to the Billing Party, late payment and/or interest charge shall be due to the Billing Party. The late payment and/or interest charge shall apply to the portion of the payment not received and shall be assessed as set forth in the applicable state tariff, or, if no applicable state tariff exists, as set forth in this Agreement 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 of (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the number of days from the Payment Due Date to and including the date that payment is actually made In addition to any applicable late payment and/or interest charges, the Billed Party may be charged a fee for all returned checks at the rate set forth in the applicable state tariff, or, if no applicable tariff exists, as set forth pursuant to the applicable state law.
- 10.4 If any charge incurred by under this Agreement is Past Due, the unpaid amounts will accrue interest and/or interest charges from the day following the Bill Due Date until paid. The interest rate applied is as is provided in Section 10.3.1 or the lesser of (i) the rate used to compute the Late Payment Charge contained in the applicable AT&T-TEXAS intrastate access services tariff and (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the Bill Due Date to and including the date that the payment is actually made and available.
- 10.5 The Remittance Information to apply payments must accompany the payment. Payment is considered to have been made when the payment and Remittance Information are received by AT&T-TEXAS. If the Remittance Information

is not received with payment, AT&T-TEXAS will be unable to apply amounts paid to CMRS Provider's accounts. In such event, AT&T-TEXAS shall hold such funds until the Remittance Information is received. If AT&T-TEXAS does not receive the Remittance Information by the Bill Due Date for any account(s), Late Payment Charges shall apply.

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10.9 If any portion of an amount due to the Billing Party under this Agreement is subject to a bona fide dispute between the Parties, the Disputing Party must, prior to the Bill Due Date, give written notice to the Billing Party of the Disputed Amounts and include in such written notice the specific details and reasons for disputing each item as listed in Section 12.4 below. The Disputing Party should utilize any existing and preferred form or method provided by the Billing Party to communicate disputes to the Billing Party. On or before the Bill Due Date, the Non-Paying Party must pay (i) all undisputed amounts to the Billing Party, and (ii) all Disputed Amounts, other than disputed charges arising from reciprocal compensation into an interest bearing escrow account with a Third Party escrow agent mutually agreed upon by the Parties, unless the disputed amount is less than 3% of the monthly billed amount.

10.10 Requirements to Establish Escrow Accounts.

10.10.1 To be acceptable, the Third Party escrow agent must meet all of the following criteria:

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

10.10.1.2 The financial institution proposed as the Third Party escrow agent may not be an Affiliate of either Party; and

10.10.1.3 The financial institution proposed as the Third Party escrow agent must be authorized to handle ACH credit transfers.

10.10.2 In addition to the foregoing requirements for the Third Party escrow agent, the Disputing Party and the financial institution proposed as the Third Party escrow agent must agree in writing furnished to the Billing Party that the escrow account will meet all of the following criteria:

10.10.2.1 The escrow account must be an interest bearing account;

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

10.10.2.3 that 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;

10.10.2.4 all interest earned on deposits to the escrow account will be disbursed to the Parties in the same proportion as the principal; and

10.10.2.5 disbursements from the escrow account will be limited to those:

10.10.2.5.1 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

10.10.2.5.2 made in accordance with the final, non-appealable order of the arbitrator appointed pursuant to the provisions of Section 12.7 below; or

10.10.2.5.3 made in accordance with the final, non-appealable order of the court that had jurisdiction to enter the arbitrator's award pursuant to Section 12.7 below,

10.11 Disputed Amounts in escrow will be subject to Late Payment Charges as set forth in Section 10.3 above.



- 10.12 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the dispute resolution provisions set forth in Section 12.0 below.
- 10.13 Upon resolution of a dispute, the Parties will cooperate to ensure that all of the following actions, as set forth in the sections below, are completed.
- 10.13.1 the Billing Party will credit the invoice of the Disputing Party for that portion of the Disputed Amounts resolved in favor of the Disputing Party, together with any Late Payment Charges assessed with respect thereto no later than the second Bill Due Date after resolution of the dispute;
- 10.13.2 within ten (10) Business Days after resolution of the dispute, the portion of the escrowed Disputed Amounts resolved in favor of the Disputing Party will be released to the Disputing Party, together with any interest accrued thereon;
- 10.13.3 within ten (10) Business Days after resolution of the dispute, the portion of the escrowed Disputed Amounts resolved in favor of the Billing Party will be released to the Billing Party, together with any interest accrued thereon; and
- 10.13.4 no later than the third Bill Due Date after the resolution of the dispute, the Disputing Party will pay the Billing Party the difference between the amount of accrued interest the Billing Party received from the escrow disbursement and the amount of Late Payment Charges the Billing Party is entitled to receive pursuant to Section 10.3 above.
- 10.14 Failure by the Non-Paying Party to pay any charges determined to be owed to the Billing Party within the time specified in Section 10.13 above shall be grounds for termination of the Interconnection product and/or services provided under this Agreement.
- 10.15 Each Party will notify the other Party at least three (3) monthly billing cycles prior to any billing changes. At that time a sample of the new invoice will be provided so that the other Party has time to program for any changes that may impact validation and payment of the invoices. If notification is not received in the specified time frame, then invoices will be held and not subject to any Late Payment Charges, until the appropriate amount of time has passed to allow the other Party the opportunity to test the new format and make changes deemed necessary.
- 11.0 Nonpayment and Procedures for Disconnection
- 11.1 If a Party is furnished Interconnection products and/or services under the terms of this Agreement in more than one (1) state, language in Section 11.12 below through Section 11.10 below inclusive, shall be applied separately for each such state.
- 11.2 If a Party fails to pay any Unpaid Charges billed to it under this Agreement, including but not limited to any Late Payment Charges, and any portion of such Unpaid Charges, excluding Disputed Amounts as described in Section 10, remain unpaid after the Bill Due Date, the Billing Party may send a Discontinuance Notice to such Non-Paying Party. The Non-Paying Party must remit all Unpaid Charges, subject to the exclusions provided in this Section 11.2 to the Billing Party within fifteen (15) calendar days of the Discontinuance Notice.
- 11.3 AT&T-TEXAS will also provide any written notice of discontinuance to the Commission as required by any State Order or Rule.
- 11.4 If the Non-Paying Party desires to dispute any portion of the Unpaid Charges, the Non-Paying Party must complete all of the following actions not later than fifteen (15) calendar days following receipt of the Billing Party's Discontinuance Notice:
- 11.4.1 notify the Billing Party in writing which portion(s) of the Unpaid Charges it disputes, including the total Disputed Amounts and the specific details listed in Section 12.4 below of this Agreement, together with the reasons for its dispute; and
- 11.4.2 Intentionally Left Blank

- 11.4.3 pay all Disputed Amounts (other than those amounts excluded as set forth in Section 10.9) into an interest bearing escrow account that complies with the requirements set forth in Section 10.10 above; and as applicable;
- 11.4.4 furnish written evidence to the Billing Party that the Non-Paying Party has established an interest bearing escrow account that complies with all of the terms set forth in Section 10.10 above and deposited a sum equal to the Disputed Amounts into that account (other than Disputed Amounts arising from reciprocal compensation). Until evidence that the full amount of the Disputed Charges (other than Disputed Amounts arising from reciprocal compensation) has been deposited into an escrow account that complies with Section 10.10 above is furnished to the Billing Party, such Unpaid Charges will not be deemed to be "disputed" under Section 12.0 below.
- 11.5 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the dispute resolution provision set forth in Section 12.0 below.
- 11.6 If the Non-Paying Party fails to:
- 11.6.1 pay any undisputed Unpaid Charges in response to the Billing Party's Discontinuance Notice as described in Section 11 above and subject to the provisions of Section 11.4 above.
- 11.6.2 deposit the disputed portion of any Unpaid Charges (other than those amounts excluded as set forth in Section 10.9) into an interest bearing escrow account that complies with all of the terms set forth in Section 10.10 above within the time specified in Section 11.2 above,
- 11.6.3 timely furnish any assurance of payment requested in accordance with Section 9.0 above; or
- 11.6.4 make a payment in accordance with the terms of any mutually agreed payment arrangement, the Billing Party may, in addition to exercising any other rights or remedies it may have under Applicable Law, provide written demand to the Non-Paying Party for payment of any of the obligations set forth in the above Sections 11.6.1, 11.6.2, 11.6.3 and 11.6.4 within ten (10) Business Days. On the day that the Billing Party provides such written demand to the Non-Paying Party, the Billing Party may also exercise any or all of the following options:
- 11.6.4.1 suspend acceptance of any application, request or order from the Non-Paying Party for new or additional Interconnection under this Agreement;
- 11.6.4.2 and/or suspend completion of any pending application, request or order from the Non-Paying Party for new or additional Interconnection Service under this Agreement.
- 11.7 Where required, a copy of the demand provided to the Non-Paying Party under Section 11.56 will also be provided to the Commission at the same time.
- 11.8 Notwithstanding anything to the contrary in this Agreement, the Billing Party's exercise of any of its options under Sections 11.6, 11.6.4.1.1 and 11.6.4.1.2 will not delay or relieve the Non-Paying Party's obligation to pay all charges on each and every invoice on or before the applicable Bill Due Date.
- 11.9 If the Non-Paying Party fails to pay the Billing Party on or before the date specified in the demand provided under Section 11.6 above of this Agreement, the Billing Party may, in addition to exercising any other rights or remedies it may have under Applicable Law:
- 11.9.1 cancel any pending application, request or order for new or additional Interconnection products and/or services and network elements, under this Agreement; and
- 11.9.2 Discontinue providing any Interconnection products and/or services furnished under this Agreement.

## 11.10 Limitation on Back-billing and Credit Claims:

### 11.10.1 Notwithstanding anything to the contrary in this Agreement, a Party shall be entitled to:

11.10.1.1 Back-bill for or Claim credit for any charges for services provided pursuant to this Agreement that are found to be unbilled, under-billed or over-billed, but only when such charges appeared or should have appeared on a bill dated within the twelve (12) months immediately preceding the date on which the Billing Party provided written notice to the Billed Party of the amount of the back-billing or the Billed Party provided written notice to the Billing Party of the claimed credit amount. The Parties agree that the twelve (12) month limitation on back-billing and credit Claims set forth in the preceding sentence shall be applied prospectively only after the Effective Date of this Agreement, meaning that the twelve (12) month period for any back-billing or credit Claims may only include billing periods that fall entirely after the Effective Date of this Agreement and will not include any portion of any billing period that began prior to the Effective Date of this Agreement. Nothing herein shall prohibit either Party from rendering bills or collecting payments for any Interconnection products and/or services more than twelve (12) months after the Interconnection products and/or services was provided when the ability or right to charge or the proper charge for the Interconnection products and/or services was the subject of an arbitration or other Commission action, including any appeal of such action. In such cases, the time period for back-billing or credits shall be the longer of (a) the period specified by the Commission in the final order allowing or approving such change or (b) twelve (12) months from the date of the final order allowing or approving such charge.

11.10.1.2 Back-billing and credit Claims, as limited above, will apply to all Interconnection products and/or services purchased under this Agreement.

## 12.0 Dispute Resolution

### 12.1 Finality of Disputes:

12.1.1 Except as otherwise specifically provided for in this Agreement, no Claim may be brought for any dispute arising from this Agreement more than twelve (12) 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.

12.1.2 Notwithstanding anything contained in this Agreement to the contrary, a Party shall be entitled to dispute only those charges which appeared on a bill dated within the twelve (12) months immediately preceding the date on which the Billing Party received notice of such Disputed Amounts.

### 12.2 Alternative to Litigation:

12.2.1 The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, the Parties agree to use the following dispute resolution procedures with respect to any controversy or Claim arising out of or relating to this Agreement or its breach.

### 12.3 Commencing Dispute Resolution:

12.3.1 Dispute resolution shall commence upon one Party's receipt 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. There are three (3) separate dispute resolution methods:

12.3.1.1 Service Center dispute resolution

12.3.1.2 Informal dispute resolution; and

12.3.1.3 Formal dispute resolution, each of which is described below.

- 12.4 Service Center dispute resolution - the following dispute resolution procedures will apply with respect to any billing dispute arising out of or relating to the Agreement. Written notice sent to AT&T-TEXAS for Disputed Amounts must be made on the "Billing Claims Dispute Form."
- 12.4.1 If the written notice given pursuant to this Section 12.3 above discloses that the dispute relates to billing, then the procedures set forth in Section 11.4 shall be used.
- 12.4.2 For a dispute submitted by the VZW, the dispute shall first be processed by the appropriate service center for resolution.
- 12.4.3 In order to resolve a billing dispute, the Disputing Party shall furnish the other Party written notice of
- 12.4.3.1 the date of the bill in question,
- 12.4.3.2 the account number or other identification (VZW must provide the CBA/ESBA/ASBS or BAN number) of the bill in question,
- 12.4.3.3 telephone number, circuit ID number, Access Service Group (ASG), CLLI Codes, End Office identification, or trunk number in question as applicable,
- 12.4.3.4 any USOC (or other descriptive information) information relating to the item questioned,
- 12.4.3.5 amount billed,
- 12.4.3.6 amount in dispute, and
- 12.4.3.7 the reason that the Disputing Party disputes the billed amount.
- 12.4.4 The Disputing Party, must provide evidence to the other Party that it has either paid the disputed amount or, subject to the exclusions set forth in Section 10.9, established an interest bearing escrow account that complies with the requirements set forth in Section 10.10 above of this Agreement and deposited all Unpaid Charges relating to services into that escrow account in order for that billing Claim to be deemed a "dispute".
- 12.4.5 The Parties shall attempt to resolve Disputed Amounts appearing on invoices within sixty (60) days of the invoicing Party's receipt of notice of Disputed Amounts. However, if the dispute is not resolved within the first thirty (30) days of such sixty (60) day period, upon request, the invoicing Party shall advise the Disputing Party of the status of the dispute and the expected resolution date.
- 12.4.6 If the Parties are not able to resolve their billing disputes, either Party may inform the other Party in writing that it is invoking the informal dispute resolution provisions described in Section 12.5 of this Agreement.
- 12.5 Informal Dispute Resolution:
- 12.5.1 Upon receipt by one Party of notice of a dispute by the other Party pursuant to Section 12.3 above or Section 12.4.5 above 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 concurrence of both Parties. Documents identified in or provided with such communications that were 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.
- 12.6 Formal Dispute Resolution:
- 12.6.1 If the Parties are unable to resolve the dispute through the informal procedure described in Section 12.5 above, then either Party may invoke the formal dispute resolution procedures described in this Section 12.6. Unless agreed among all Parties, formal dispute resolution procedures, including arbitration or other procedures as appropriate, may be invoked not earlier than sixty (60) calendar days after receipt of the letter initiating dispute resolution under Section 12.3 above.

#### 12.6.2 Claims Subject to Mandatory Arbitration:

12.6.2.1 The following Claims, if not settled through informal dispute resolution, will be subject to mandatory arbitration pursuant to Section 12.7 below.

12.6.2.2 Each unresolved billing dispute involving one percent (1%) or less of the amounts charged to the Disputing Party under this Agreement in the state in which the dispute arises during the twelve (12) months immediately preceding receipt of the letter initiating dispute resolution under Section 12.3 above. If the disputing Party has not been billed for a minimum of twelve (12) months immediately preceding receipt of the letter initiating dispute resolution under Section 12.3 above, the Parties will annualize the actual number of months billed.

#### 12.6.3 Claims Subject to Elective Arbitration

12.6.3.1 Claims will be subject to elective arbitration pursuant to Section 12.7 below 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.

#### 12.6.4 Claims Not Subject to Arbitration:

12.6.4.1 If the following Claims are not resolved through informal dispute resolution, they will not be subject to arbitration and must be resolved through any remedy available to a Party pursuant to law, equity or agency mechanism.

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12.6.4.3 Actions seeking a temporary restraining order or an injunction related to the purposes of this Agreement.

12.6.4.4 Actions to compel compliance with the dispute resolution process.

12.6.4.5 All Claims arising under federal or state statute(s), including antitrust Claims.

#### 12.7 Arbitration:

12.7.1 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 or pursuant to such other provider of arbitration services or rules as the Parties may agree. The arbitrator shall be knowledgeable of telecommunications issues. Each arbitration will be held in Dallas, Texas unless the Parties agree otherwise. The arbitration hearing will be requested to commence within sixty (60) calendar 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) calendar days after the close of hearings. The Federal Arbitration Act, 9 U.S.C. Secs. 1-16, not state law, shall govern the arbitrability of all disputes. Notwithstanding any rule of the AAA Commercial Arbitration Rules to the contrary, the Parties agree that 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 this Agreement. The times specified in Section 12.0 above 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.

## 13.0 Audits

- 13.1 Subject to the restrictions set forth in Section 20.0 below and except as may be otherwise expressly provided in this Agreement, the Auditing Party may audit the Audited Party's books, records, data and other documents, as provided herein, once annually, with the audit period commencing not earlier than the Service Start Date for the purpose of evaluating (i) the accuracy of Audited Party's billing and invoicing of the services provided hereunder and (ii) verification of compliance with any provision of this Agreement that affects the accuracy of Auditing Party's billing and invoicing of the services provided to Audited Party hereunder. Notwithstanding the foregoing, an Auditing Party may audit the Audited Party's books, records and documents more than once annually if the previous audit found (i) previously uncorrected net variances or errors in invoices in Audited Party's favor with an aggregate value of at least five percent (5%) of the amounts payable by Auditing Party for audited services provided during the period covered by the audit or (ii) non-compliance by Audited Party with any provision of this Agreement affecting Auditing Party's billing and invoicing of the services provided to Audited Party with an aggregate value of at least five percent (5%) of the amounts payable by Audited Party for audited services provided during the period covered by the audit.
- 13.2 The Parties also must mutually agree on a written scope of the audit and the billing and invoices to be audited prior to the initiation of the audit.
- 13.3 The audit shall be limited to the period which is the shorter of (i) the period subsequent to the last day of the period covered by the audit which was last performed (or if no audit has been performed, the Service Start Date and (ii) the twelve (12) month period immediately preceding the date the Audited Party received notice of such requested audit, but in any event not prior to the Service Start Date. Such audit shall begin no fewer than thirty (30) days after Audited Party receives a written notice requesting an audit and shall be completed no later than thirty (30) days after the start of such audit.
- 13.4 Such audit shall be conducted either by the Auditing Party's employee(s) or an independent auditor acceptable to both Parties; provided, however, if the Audited Party requests that an independent auditor be engaged and the Auditing Party agrees, the Audited Party shall pay one-quarter (1/4) of the independent auditor's fees and expenses. If an independent auditor is to be engaged, the Parties shall select an auditor by the thirtieth (30<sup>th</sup>) day following Audited Party's receipt of a written notice. Auditing Party shall cause/insure that the independent auditor executes a nondisclosure agreement in a form agreed upon by the Parties prior to engaging in any audit work.
- 13.5 Each audit shall be conducted on the premises of the Audited Party during normal business hours. Audited Party shall cooperate fully in any such audit and shall provide the auditor reasonable access to any and all appropriate Audited Party employees and any books, records and other documents reasonably necessary to assess (i) the accuracy of Audited Party's bills and (ii) Audited Party's compliance with the provisions of this Agreement that affect the accuracy of Auditing Party's billing and invoicing of the services provided to Audited Party hereunder. Except where to do so would defeat the purpose of the audit, the Audited Party may redact from the books, records and other documents provided to the auditor any Audited Party information that reveals the identity of End Users of Audited Party.
- 13.6 Each Party shall maintain reports, records and data relevant to the billing of any services that are the subject matter of this Agreement for a period of not less than twelve (12) months after creation thereof, unless a longer period is required by Applicable Law.
- 13.7 If any audit confirms any undercharge or overcharge, then Audited Party shall (i) promptly correct any billing error, including making refund of any overpayment by 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 billed by the Auditing Party caused by the actions of the Audited Party, immediately compensate Auditing Party for such undercharge, and (iii) in each case, calculate and pay interest as provided in Section 10.3.1 above, for the number of calendar 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.
- 13.8 Except as may be otherwise provided in this Agreement, audits shall be performed at Auditing Party's expense, subject to reimbursement by Audited Party of one-quarter (1/4) of any independent auditor's fees and expenses in

the event that an audit finds, and the Parties subsequently verify, a net adjustment in the charges paid or payable by Auditing Party hereunder by an amount that is, on an annualized basis, greater than five percent (5%) of the aggregate charges for the audited services during the period covered by the audit.

13.9 Any disputes concerning audit results shall be referred to the Parties' respective personnel responsible for informal dispute resolution. If these individuals cannot resolve the dispute within thirty (30) calendar days of the referral, either Party may request in writing that an additional audit shall be conducted by an independent auditor acceptable to both Parties, subject to the requirements set out in Section 13.1 above. Any additional audit shall be at the requesting Party's expense.

#### 14.0 Disclaimer of Representations and Warranties

14.1 **DISCLAIMER.** EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, OR FACILITIES PROVIDED UNDER THIS AGREEMENT. THE PARTIES DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

#### 15.0 Limitation of Liability

15.1 Except for any indemnification obligations of the Parties hereunder, each Party's liability to the other Party for any Loss relating to or arising out of any cause whatsoever, including any negligent act or omission (whether willful or inadvertent) whether based in contract, tort, strict liability or otherwise, relating to the performance of this Agreement, shall not exceed a credit for the actual cost of the Facilities, products, services or functions not performed or provided or improperly performed or provided.

15.2 Except as otherwise expressly provided in specific Attachments, in the case of any Loss alleged or claimed by a Third Party to have arisen out of the negligence or willful misconduct of any Party, each Party shall bear, and its obligation shall be limited to, that portion (as mutually agreed to by the Parties or as otherwise established) 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.

15.3 A Party may, in its sole discretion, provide in its tariffs and contracts with its End Users or Third Parties that relate to any Interconnection products and/or services provided or contemplated under this Agreement that, to the maximum extent permitted by Applicable Law, such Party shall not be liable to such End User or Third Party for (i) any Loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged the End User or Third Party for the Interconnection products and/or services that gave rise to such Loss and (ii) any Consequential Damages. If a Party elects not to place in its tariffs or contracts such limitation(s) of liability, and the other Party incurs a Loss as a result thereof, the first Party shall indemnify and reimburse the other Party for that portion of the Loss that would have been limited had the first Party included in its tariffs and contracts the limitation(s) of liability described in Section 15.0 above.

15.4 Neither VZW nor AT&T-TEXAS shall be liable to the other Party for any Consequential Damages suffered by the other Party, regardless of the form of action, whether in contract, warranty, strict liability, tort or otherwise, including 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; provided that the foregoing shall not limit a Party's obligation under Section 15.0 above to indemnify, defend, and hold the other Party harmless against any amounts payable to a Third Party, including any Losses, and Consequential Damages of such Third Party; provided, however, that nothing in this Section 15.4 shall impose indemnity obligations on a Party for any Loss or Consequential Damages suffered by that Party's End User in connection with any affected Interconnection products and/or services. Except as provided in the prior sentence,

each Party ("Indemnifying Party") hereby releases and holds harmless the other Party ("Indemnitee") (and Indemnitee's Affiliates, and its respective officers, directors, employees and agents) against any Loss or Claim made by the Indemnifying Party's End User.

15.5 AT&T-TEXAS shall not be liable to VZW, its End User or any other Person for any Loss alleged to arise out of the provision of access to 911 service or any errors, interruptions, defects, failures or malfunctions of 911 services.

15.6 This Section 15.0 is not intended to exempt any Party from all liability under this Agreement, but only to set forth the scope of liability agreed to and the type 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 functions, facilities, products and services available hereunder, and no different pricing reflecting different costs and different limits of liability was agreed to.

## 16.0 Indemnity

16.1 Except as otherwise expressly provided herein or in specific Attachments, each Party shall be responsible only for the Interconnection products and/or 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 products and/or services, provided by the other Party, its agents, subcontractors, or others retained by such Parties; provided, however, that the VZW, Alltel and WWC entities that are parties to this agreement, as evidenced on the signature page hereto, shall be jointly and severally liable to AT&T-TEXAS for all Interconnection products and/or services provided by AT&T-TEXAS to such VZW, Alltel and WWC entities.

16.2 Except as otherwise expressly provided herein or in specific Attachments, 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 End Users, contractors, or others retained by such Parties, in connection with the Indemnifying Party's provision of Interconnection products and/or 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.

16.3 In the case of any Loss alleged or claimed by a End User of either Party, the Party whose End User 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 End User regardless of whether the underlying Interconnection product and/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.

16.4 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 products and/or services provided under this Agreement involving:

16.4.1 Any Claim or Loss arising from such Indemnifying Party's use of Interconnection products and/or 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 End User's use.

16.4.1.1 The foregoing includes any Claims or Losses arising from disclosure of any End User-specific information associated with either the originating or terminating numbers used to provision Interconnection products and/or services provided hereunder and all other Claims arising out of any act or omission of the End User in the course of using any Interconnection products and/or services provided pursuant to this Agreement.



- 16.4.1.2 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 End User's use of Interconnection products and/or services, provided under this Agreement; provided, however, that an Indemnifying Party's obligation to defend and indemnify the Indemnified Party shall not apply:
- 16.4.1.2.1 Where an Indemnified Party or its End User modifies Interconnection products and/or services, provided under this Agreement; and
- 16.4.1.2.2 No infringement would have occurred without such modification.
- 16.4.2 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, Facilities or services provided to the Indemnified Party under this Agreement to ensure that such equipment, Facilities and services fully comply with CALEA.
- 16.5 Each Party acknowledges that its rights under this Agreement to Interconnect with the other Party's network may be subject to or limited by Intellectual Property rights (including without limitation, patent, copyright, trade secret, trade mark, service mark, trade name and trade dress rights) and contract rights of Third Parties.
- 16.6 To the extent not prohibited by a contract with the vendor of the network element sought by a Party that contains Intellectual Property licenses, the other Party shall reveal to the first Party the name of the vendor, the Intellectual Property rights licensed to the other Party under the vendor contract and the terms of the contract (excluding cost terms). The other Party shall, at the first Party's request, contact the vendor to attempt to obtain permission to reveal additional contract details to the first Party.
- 16.7 Each Party hereby conveys no licenses to use such Intellectual Property rights and makes no warranties, express or implied, concerning the other Party's (or any Third Parties') rights with respect to such Intellectual Property rights and contract rights, including whether such rights will be violated by such Interconnection to the Party's network or the other Party's use of other functions, facilities, products or services furnished under this Agreement.
- 16.8 Each Party does not and shall not indemnify, defend or hold the other Party harmless, nor be responsible for indemnifying or defending, or holding the other Party harmless, for any Claims or Losses for actual or alleged infringement of any Intellectual Property right or interference with or violation of any contract right that arises out of, is caused by, or relates to the other Party's Interconnection to the Party's network or the other Party's use of other functions, Facilities, products or services furnished under this Agreement.
- 16.9 Each Party shall reimburse the other Party for damages to the other Party's Facilities utilized to provide Interconnection products and/or services hereunder caused by the negligence or willful act of the Party, its agents or subcontractors or the Party's End User or resulting from the Party's improper use of the other Party's Facilities, or due to malfunction of any Facilities, functions, products, services or equipment provided by any person or entity other than the other Party. Upon reimbursement for damages, the other Party will cooperate with the Party in prosecuting a Claim against the person causing such damage. Each Party shall be subrogated to the right of recovery by the other Party for the damages to the extent of such payment.
- 16.10 Indemnification Procedures:
- 16.10.1 Whenever a Claim shall arise for indemnification under Section 16.0 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.
- 16.10.2 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.

- 16.10.3 Until such time as Indemnifying Party provides written notice of acceptance of the defense of such 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.
- 16.10.4 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.
- 16.10.5 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.
- 16.10.6 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.
- 16.10.7 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.
- 16.10.8 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.
- 16.10.9 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 20.0 below of this Agreement.
- 17.0 Intellectual Property/License
- 17.1 Any Intellectual Property originating from or developed by a Party shall remain in the exclusive ownership of that Party.
- 17.2 Except as otherwise expressly provided in this Agreement, no license under patents, copyrights or any other Intellectual Property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.
- 18.0 Notices
- 18.1 Subject to Section 18.3, 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:

18.1.1 delivered personally, delivered by express overnight delivery service or mailed via certified mail or first class U.S. Postal Service, with postage prepaid and a return receipt requested.

18.1.2 delivered by facsimile; provided VZW and/or AT&T-TEXAS has provided such information in Section 18.3.

18.2 Notices will be deemed given as of the earliest of:

18.2.1 the date of actual receipt,

18.2.2 the next Business Day when sent via express delivery service,

18.2.3 five (5) calendar days after mailing in the case of first class or certified U.S. Postal Service, or

18.2.4 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.

18.3 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	VZW CONTACT
NAME/TITLE	Verizon Wireless ATTN: Regulatory Counsel
STREET ADDRESS	1300 I Street Suite 400 West
CITY, STATE, ZIP CODE	Washington, DC 20005
FACSIMILE NUMBER	202-589-3750
PHONE NUMBER*	202-589-3756
	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
STREET ADDRESS	311 S. Akard, 9 <sup>th</sup> Floor Four AT&T Plaza
CITY, STATE, ZIP CODE	Dallas, TX 75202-5398
FACSIMILE NUMBER	214-464-2006

\*Informational only and not to be considered as an official notice vehicle under this Section.

18.4 Either Party may unilaterally change its designated contact name, address, and/or facsimile number for the receipt of notices by giving written notice to the other Party in compliance with Section 18.0 above. Any notice to change the designated contact name, address, and/or facsimile number for the receipt of notices shall be deemed effective ten (10) calendar days following receipt by the other Party.

18.5 AT&T-TEXAS communicates official information to VZW's via its Accessible Letter notification process. This process involves electronic transmission and posting to the AT&T Prime Access website a variety of subjects, including changes on business processes and policies. Also, significant updates on products/services (which may include deployment of new products/services; modifications and price changes to existing products/services; cancellation or retirement of existing products/services) and operational issues, are conveyed through Accessible Letter notification.

18.6 In the AT&T-TEXAS, Accessible Letter notification will be via electronic mail (e-mail) distribution and will be deemed given as of the date set forth on the e-mail message.

18.7 VZW may designate up to a maximum of ten (10) recipients for Accessible Letter notification via e-mail.

19.0 Publicity and Use of Trademarks or Service Marks

19.1 Neither Party nor its subcontractors or agents shall use in any advertising or sales promotion, press releases, or other publicity matters any endorsements, direct or indirect quotes, or pictures that imply endorsement by the other

Party or any of its employees without such first 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 a connection to said name and/or marks may be inferred or implied; the Party to whom a request is directed shall respond promptly.

19.2 Nothing in this Agreement shall grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, logos, proprietary trade dress or trade names of the other Party in any advertising, press releases, publicity matters, marketing and/or promotional materials or for any other commercial purpose without prior written approval from such other Party.

## 20. Confidentiality

20.1 Both Parties agree to treat Proprietary Information received from the other in accordance with the provisions of Section 222 of the Act.

20.2 Unless otherwise agreed, the obligations of confidentiality and non-use do not apply to such proprietary information that:

20.2.1 Was at the time of receipt, already known to the receiving Party, free of any obligation to keep confidential and evidenced by written records prepared prior to delivery by the disclosing Party; or

20.2.2 Is, or becomes publicly known through no wrongful act of the receiving Party; or

20.2.3 Is rightfully received from a Third Party having no direct or indirect secrecy or confidentiality obligation to the disclosing Party with respect to such information; provided that such receiving Party has exercised commercially reasonable efforts to determine whether such Third Party has any such obligation; or

20.2.4 Is independently developed by an agent, employee representative or Affiliate of the receiving Party and such Party 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; or

20.2.5 Is disclosed to a Third Party by the disclosing Party without similar restrictions on such Third Party's rights; or

20.2.6 Is approved for release by written authorization of the disclosing Party, but only to the extent of the authorization granted; or

20.2.7 Is required to be made public or disclosed by the receiving Party pursuant to Applicable Law or regulation or court order or lawful process.

## 21.0 Intervening Law

21.1 This Agreement is the result of negotiations between the Parties and may incorporate certain provisions that resulted from arbitration by the Commission. 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) which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review. 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, 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 in accordance with Section 18.0 above. With respect to any written notices hereunder, the Parties shall have sixty (60) days from the written notice to attempt to reach agreement on appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications within sixty (60) days from the written notice, any disputes

between the Parties concerning such actions shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

## 22.0 Governing Law

22.1 Unless otherwise provided by Applicable Law, this Agreement shall be governed by and construed in accordance with the Act, the FCC Rules and Regulations interpreting the Act and other applicable federal law. To the extent that federal law would apply state law in interpreting this Agreement, the domestic laws of the state of Texas shall apply, without regard to that state's conflict of laws principles. The Parties submit to personal jurisdiction in Dallas, Texas and waive any and all objection to any such venue.

## 23.0 Regulatory Approval

23.1 The Parties understand and agree that this Agreement and any amendment or modification hereto will be filed with the Commission for approval in accordance with Section 252 of the Act and may thereafter be filed with the FCC. The Parties believe in good faith and agree that the services to be provided under this Agreement are in the public interest. Each Party covenants and agrees to fully support approval of this Agreement by the Commission or the FCC under Section 252 of the Act without modification.

23.2 Unless otherwise agreed, if the designated Party fails to file this Agreement with the Commission within sixty (60) days of both Parties signatures, then this signed Agreement is null and no longer valid. In such event, the designated Party may not file this signed Agreement for approval unless it obtains the express written permission of the other Party. If the other Party objects to the filing of this signed Agreement following the expiration of the sixty (60) days referenced above, then either Party may initiate negotiations for a successor agreement under Section 251/252 of the Act. If negotiations are commenced by either Party, then the Parties will determine what rates, terms and conditions, if any, will apply until such time as an agreement is reached.

## 24.0 Compliance and Certification

24.1 Each Party shall comply at its own expense with all Applicable Laws that relate to that Party's obligations to the other Party under this Agreement. Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of Applicable Law.

24.2 Each Party warrants that it has obtained all necessary certifications and licenses required in each state covered by this Agreement prior to ordering any Interconnection products and/or services from the other Party pursuant to this Agreement. Upon request, each Party shall provide proof of certification and licensure.

24.3 Each Party shall be responsible for obtaining and keeping in effect all approvals from, and rights granted by, Governmental Authorities, building and property owners, other carriers, and any other Third Parties that may be required in connection with the performance of its obligations under this Agreement.

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

## 25.0 Law Enforcement

25.1 AT&T-TEXAS and VZW shall reasonably cooperate with the other Party in handling law enforcement requests as follows:

### 25.1.1 Intercept Devices:

25.1.1.1 Local and federal law enforcement agencies periodically request information or assistance from local telephone service providers. When either Party receives a request associated with an End User of the other Party, it shall refer such request to the Party that serves such End User, 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

### 25.1.2 Subpoenas:

25.1.2.1 If a Party receives a subpoena for information concerning an End User the Party knows to be an End User 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 End User's service provider, in which case that Party will respond to any valid request.

### 25.1.3 Emergencies:

25.1.3.1 If a Party receives a request from a law enforcement agency for a temporary number change, temporary disconnect, or one-way denial of outbound calls by the receiving Party's switch for an End User of the other Party, that Receiving Party will comply with a valid emergency request. However, neither Party shall be held liable for any Claims or Losses alleged by the other Party's End Users arising from compliance with such requests on behalf of the other Party's End User and the Party serving such End User agrees to indemnify and hold the other Party harmless against any and all such Claims or Losses.

25.2 Each of the Parties agree to comply with the applicable state and federal law enforcement authorities, laws, and requirements, including but not limited to, the Communications Assistance for Law Enforcement Act (CALEA) and to report to applicable State and Federal law enforcement authorities, the Telecommunications Services and related information provided by each of the Parties, as required by law.

## 26.0 Relationship of the Parties/Independent Contractor

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

26.2 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.

## 27.0 No Third Party Beneficiaries; Disclaimer of Agency

27.1 This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein expressed or implied shall create or be construed to create any Third Party beneficiary rights hereunder. This Agreement shall not provide any Person not a party hereto with any remedy, Claim, liability, reimbursement, cause of action, or other right in excess of those existing without reference hereto.

## 28.0 Subcontracting

- 28.1 If either Party retains or engages any subcontractor to perform any of that Party's obligations under this Agreement, each Party will remain fully responsible for the performance of this Agreement in accordance with its terms, including any obligations either Party performs through subcontractors.
- 28.2 Each Party will be solely responsible for payments due that Party's subcontractors.
- 28.3 No subcontractor will be deemed a Third Party beneficiary for any purposes under this Agreement.
- 28.4 No contract, subcontract or other agreement entered into by either Party with any Third Party in connection with the provision of Interconnection products and/or services hereunder will provide for any indemnity, guarantee or assumption of liability by the other Party to this Agreement with respect to such arrangement, except as consented to in writing by the other Party.
- 28.5 Any subcontractor that gains access to Customer Proprietary Network Information (CPNI) or Proprietary Information covered by this Agreement shall be required by the subcontracting Party to protect such CPNI or Proprietary Information to the same extent the subcontracting Party is required to protect such CPNI or Proprietary Information under the terms of this Agreement.

## 29.0 Responsibility for Environmental Contamination

- 29.1 Each Party shall be solely responsible at its own expense for the proper handling, use, removal, excavation, storage, treatment, transport, disposal, or any other management by such Party or any person acting on its behalf of all Hazardous Substances and Environmental Hazards introduced to the affected work location and will perform such activities in accordance with Applicable Law. Hazardous Substances means (i) any material or substance that is defined or classified as a hazardous substance, hazardous waste, hazardous material, hazardous chemical, pollutant, or contaminant under any federal, state, or local environmental statute, rule, regulation, ordinance or other Applicable Law dealing with the protection of human health or the environment, (ii) petroleum, oil, gasoline, natural gas, fuel oil, motor oil, waste oil, diesel fuel, jet fuel, and other petroleum hydrocarbons, or (iii) asbestos and asbestos containing material in any form, and (iv) any soil, groundwater, air, or other media contaminated with any of the materials or substances described above. "Environmental Hazard" means (i) the presence of petroleum vapors or other gases in hazardous concentrations in a manhole or other confined space, or conditions reasonably likely to give rise to such concentrations, (ii) asbestos containing materials, or (iii) any potential hazard that would not be obvious to an individual entering the work location or detectable using work practices standard in the industry.
- 29.2 Notwithstanding anything to the contrary in this Agreement and to the fullest extent permitted by Applicable Law, AT&T-TEXAS shall, at VZW's request, indemnify, defend, and hold harmless VZW, each of its officers, directors and employees from and against any losses, damages, costs, fines, penalties and expenses (including reasonable attorneys and consultant's fees) of every kind and nature to the extent they are incurred by any of those parties in connection with a Claim, demand, suit, or proceeding for damages, penalties, contribution, injunction, or any other kind of relief that is based upon, arises out of, is caused by, or results from: (i) the removal or disposal from the work location of a Hazardous Substance by AT&T-TEXAS or any person acting on behalf of AT&T-TEXAS, or the subsequent storage, processing, or other handling of such Hazardous Substances after they have been removed from the work location, (ii) the Release of a Hazardous Substance, regardless of its source, by AT&T-TEXAS or any person acting on behalf of AT&T-TEXAS, or (iii) the presence at the work location of an Environmental Hazard for which AT&T-TEXAS is responsible under Applicable Law or a Hazardous Substance introduced into the work location by AT&T-TEXAS or any person acting on behalf of AT&T-TEXAS.
- 29.3 Notwithstanding anything to the contrary in this Agreement and to the fullest extent permitted by Applicable Law, VZW shall, at AT&T-TEXAS' request, indemnify, defend, and hold harmless AT&T-TEXAS, each of its officers, directors and employees from and against any losses, damages, costs, fines, penalties and expenses (including reasonable attorney's and consultant's fees) of every kind and nature to the extent they are incurred by any of those parties in connection with a Claim, demand, suit, or proceeding for damages, penalties, contribution, injunction, or any other kind of relief that is based upon, arises out of, is caused by, or results from: (i) the removal or disposal of a

Hazardous Substance from the work location by VZW or any person acting on behalf of VZW, or the subsequent storage, processing, or other handling of such Hazardous Substances after they have been removed from the work location, (ii) the Release of a Hazardous Substance, regardless of its source, by VZW or any person acting on behalf of VZW, or (iii) the presence at the work location of an Environmental Hazard for which VZW is responsible under Applicable Law or a Hazardous Substance introduced into the work location by VZW or any person acting on behalf of VZW.

### 30.0 Force Majeure

30.1 No Party shall be responsible for delays or failures in performance of any part of this Agreement (other than an obligation to make monetary payments) resulting from a "Force Majeure Event" or any Delaying Event caused by the other Party or any other circumstances beyond the Party's reasonable control. A Force Majeure Event" is defined as acts or occurrences beyond the reasonable control of a Party or the Parties, including acts of nature, acts of civil or military authority, any law, order, regulation, ordinance of any Governmental Authority, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, hurricanes, floods, labor difficulties, including without limitation, strikes, slowdowns, picketing, boycotts or other work stoppages, equipment failures 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, individually and collectively a Force Majeure Event. If a Force Majeure Event shall occur, the Party affected shall give notice to the other Party of such Force Majeure Event within a reasonable period of time following such an event. Specifying the nature, date of inception and expected duration of such Force Majeure Event, whereupon such obligation or performance shall be suspended to the extent such Party is affected by such Force Majeure Event during the continuance thereof or be excused from such performance depending on the nature, severity and duration of such Force Majeure Event (and the other Party shall likewise be excused from performance of its obligations to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its reasonable efforts to avoid or remove the cause of nonperformance and the Parties shall give like notice and proceed to perform with dispatch once the causes are removed or cease.

### 31.0 Taxes

31.1 Except as otherwise provided in this Section 31.0, with respect to any purchase of products or services under this Agreement, if any Tax is required or permitted by Applicable Law to be billed to and/or collected from the purchasing Party by the providing Party, then: (i) the providing Party shall have the right to bill the purchasing Party for such Tax; (ii) the purchasing Party shall pay such Tax to the providing Party; and (iii) the providing Party shall pay or remit such Tax to the respective Governmental Authority. Whenever possible, Taxes shall be billed as a separate item on the invoice; provided, however, that 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 Governmental Authority prior to the time: (i) it bills the purchasing Party for such Tax, or (ii) it collects the Tax from the purchasing Party. If the providing Party fails to bill the purchasing Party for a Tax at the time of billing the products or services to which the Tax relates, then, as between the providing Party and the purchasing Party, the providing Party shall be liable for any penalties or interest thereon. However, if the purchasing Party fails to pay any Tax properly billed by the providing Party, then, as between the providing Party and the purchasing Party, the purchasing Party shall be solely responsible for payment of the Tax and any penalties or interest thereon. Subject to the provisions of this Section 31.0 governing contests of disputed Taxes, the purchasing Party shall be liable for and the providing Party may collect from the purchasing Party any Tax, including any interest or penalties for which the purchasing Party would be liable under this subsection, which is assessed or collected by the respective Governmental Authority; provided, however, that the providing Party notifies the purchasing Party of such assessment or collection within the earlier of (i) sixty (60) calendar days following the running of the applicable statute of limitations period for assessment or collection of such Tax, including extensions, or (ii) six (6) years following the purchasing Party's payment for the products or services to which such Tax relates.

31.2 To the extent a purchase of products or services under this Agreement is claimed by the purchasing Party to be exempt from a Tax, the purchasing Party shall furnish to the providing Party an exemption certificate in the form



prescribed by the providing Party and any other information or documentation required by Applicable Law or the respective Governmental Authority. Prior to receiving such exemption certificate and any such other required information or documentation, the providing Party shall have the right to bill, and the purchasing Party shall pay, Tax on any products or services furnished hereunder as if no exemption were available, subject to the right of the purchasing Party to pursue a Claim for credit or refund of any such Tax pursuant to the provisions of this Section 31.0 and the remedies available under Applicable Law. If it is the position of the purchasing Party that Applicable Law exempts or excludes a purchase of products or services under this Agreement from a Tax, or that the Tax otherwise does not apply to such a purchase, but Applicable Law does not also provide a specific procedure for claiming such exemption or exclusion or for the purchaser to contest the application of the Tax directly with the respective Governmental Authority prior to payment, then the providing Party may in its discretion agree not to bill and/or not to require payment of such Tax by the purchasing Party, provided that the purchasing Party (i) furnishes the providing Party with any exemption certificate requested by and in the form prescribed by the providing Party, (ii) furnishes the providing Party with a letter signed by an officer of the purchasing Party setting forth the basis of the purchasing Party's position under Applicable Law; and (iii) furnishes 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 expenses (including attorney fees) that may be incurred by the providing Party in connection with any Claim asserted or actions taken by the respective Governmental Authority to assess or collect such Tax from the providing Party.

- 31.3 To the extent permitted by and pursuant to Applicable Law, and subject to the provisions of this Section 31.0 above, the purchasing Party shall have the right to contest with the respective Governmental Authority, or if necessary under Applicable Law to have the providing Party contest (in either case at the purchasing Party's expense) any Tax that the purchasing Party asserts is not applicable, from which it claims an exemption or exclusion, or which it claims to have paid in error; provided, however, that (i) the purchasing Party shall ensure that no lien is attached to any asset of the providing Party as a result of any contest of a disputed Tax; (ii) with respect to any Tax that could be assessed against or collected from the providing Party by the respective Governmental Authority, the providing Party shall retain the right to determine the manner of contesting such disputed Tax, including but not limited to a decision that the disputed Tax will be contested by pursuing a Claim for credit or refund; (iii) except to the extent that the providing Party has agreed pursuant to this Section 31.0 above not to bill and/or not to require payment of such Tax by the purchasing Party pending the outcome of such contest, the purchasing Party pays any such Tax previously billed by the providing Party and continues paying such Tax as billed by the providing Party pending the outcome of such contest. In the event that a disputed Tax is to be contested by pursuing a Claim for credit or refund, if requested in writing by the purchasing Party, the providing Party shall facilitate such contest (i) by assigning to the purchasing Party its right to claim a credit or refund, if such an assignment is permitted under Applicable Law; or (ii) if an assignment is not permitted, by filing and pursuing the Claim on behalf of the purchasing Party but at the purchasing Party's expense. Except as otherwise expressly provided in this Section 31.0 above, nothing in this Agreement shall be construed to impair, limit, restrict or otherwise affect the right of the providing Party to contest a Tax that could be assessed against or collected from it by the respective Governmental Authority. With respect to any contest of a disputed Tax resulting in a refund, credit or other recovery, as between the purchasing Party and the providing Party, the purchasing Party shall be entitled to the amount that it previously paid, plus any applicable interest allowed on the recovery that is attributable to such amount, and the providing Party shall be entitled to all other amounts.
- 31.4 If either Party is audited by or on behalf of a Governmental Authority with respect to a Tax, and in any contest of a Tax by either Party, the other Party shall cooperate fully and timely by providing records, testimony and such additional information or assistance as may reasonably be necessary to expeditiously resolve the audit or pursue the contest.
- 31.5 All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other under this Section above shall be sent in accordance with Section 18.0 above hereof.
- 31.6 Municipal fees VZW acknowledges and agrees that it is required to comply with Chapter 283 of the Texas Local Government Code, as it may be amended from time to time, and the reporting and compensation requirements of Subchapter R of the P.U.C. Substantive Rules – Chapter 26, Applicable to Telecommunications Service Providers,

as they may be amended from time to time. With respect to municipal fees charged pursuant to Chapter 283, Tex. Loc. Gov't Code, VZW agrees that it will directly report its access lines to the Texas Public Utility Commission, will remit the related payments to municipalities, and will otherwise comply with Chapter 283 and applicable P.U.C rules, as they may be amended from time to time. VZW agrees that its failure to comply with all chapter 283 requirements, including any failure to provide AT&T-TEXAS with a valid Adequate Proof Agreement acknowledging VZW's obligation to pay municipal fees within thirty (30) days of AT&T-TEXAS' request, shall be considered a material breach of this Agreement and shall entitle AT&T-TEXAS to any and all remedies provided elsewhere in this Agreement for such a breach, including, but not limited to suspension of all order processing (other than disconnect orders).

## 32.0 Non Waiver

32.1 Except as otherwise specified in this Agreement, no waiver of any provision of this Agreement and no consent to any default under this Agreement shall be effective unless the same is in writing and properly executed by or on behalf of the Party against whom such waiver or consent is claimed. Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default. 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. No course of dealing or failure of any Party to strictly enforce any term, right, or condition of this Agreement in any instance shall be construed as a general waiver or relinquishment of such term, right or condition.

## 33.0 Network Maintenance and Management

33.1 The Parties will work cooperatively to implement this Agreement. The Parties will exchange appropriate information (for example, maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the government, escalation processes, etc.) to achieve this desired result.

33.2 Each Party will administer its network to ensure acceptable service levels to all users of its network services. Service levels are generally considered acceptable only when End Users are able to establish connections with little or no delay encountered in the network. Each Party will provide a 24-hour contact number for Network Traffic Management issues to the other's surveillance management center.

33.3 Each Party maintains the right to implement protective network traffic management controls, such as "cancel to", "call gapping" or seven (7)-digit and ten (10)-digit code gaps, to selectively cancel the completion of traffic over its network, including traffic destined for the other Party's network, when required to protect the public-switched network from congestion as a result of occurrences such as Facility failures, switch congestion or failure or focused overload. Each Party shall immediately notify the other Party of any protective control action planned or executed.

33.4 Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to Facility failures or abnormal calling patterns. Reroutes shall not be used to circumvent normal trunk servicing. Expansive controls shall be used only when mutually agreed to by the Parties.

33.5 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 to prevent or mitigate the impact of these events on the public-switched network, including any disruption or loss of service to the other Party's End Users. Facsimile (FAX) numbers must be exchanged by the Parties to facilitate event notifications for planned mass calling events.

33.6 Neither Party shall use any Interconnection products and/or service provided under this Agreement or any other service related thereto or used in combination therewith in any manner that interferes with or impairs service over any Facilities of the other Party, its affiliated companies or other connecting telecommunications carriers, prevents any carrier from using its Telecommunications Service, impairs the quality or the privacy of Telecommunications Service to other carriers or to either Party's End Users, causes hazards to either Party's personnel or the public, damage to either Party's or any connecting carrier's Facilities or equipment, including any malfunction of ordering or billing

systems or equipment. Upon such occurrence the Party who has not violated this provision may discontinue or refuse service, but only for so long as the other Party is violating this provision. Upon any such violation, the Party who becomes aware of the violation shall provide the other Party notice of the violation at the earliest practicable time.

- 33.7 The Parties shall cooperate to establish separate, dedicated Trunks for the completion of calls to high volume End Users.
- 33.8 VZW and AT&T-TEXAS will work cooperatively to install and maintain a reliable network. VZW and AT&T-TEXAS 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.
- 33.9 Each Party shall acknowledge calls in accordance with the following protocols.
- 33.9.1 Each Party 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 each Party.
- 33.9.2 Intentionally left blank.
- 33.10 When VZW's MSC or AT&T-TEXAS' Central Office Switch are not able to complete calls because of a malfunction in either Party's equipment, the Party with the malfunctioning equipment will either divert the call to its operator, or provide a recorded announcement to the calling party advising that the call cannot be completed.
- 33.11 Each Party will provide supervisory tones or voice announcements to the calling party on all calls, consistent with standard telephone industry practices.
- 33.12 Nothing in this Agreement shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise. Each Party agrees to comply with the Network Disclosure rules adopted by the FCC in CC Docket No. 96-98, Second Report and Order, codified at 47 C.F.R. 51.325 through 51.335, as such rules may be amended from time to time (the "Network Disclosure Rules").
- 33.13 VZW agrees to pay AT&T-TEXAS for Time and Materials in all instances where VZW submits a trouble report and AT&T-TEXAS, through investigation and testing, determines that the trouble is outside of the AT&T-TEXAS network. VZW will be billed Time and Material Rate from the appropriate tariff. In the event of an intermittent service problem that is eventually found to be in AT&T-TEXAS' network, VZW shall receive a credit for any payments for Time and Materials in conjunction with this service problem.
- 34.0 Intentionally Left Blank.
- 34.1 Intentionally Left Blank.
- 35.0 Expenses
- 35.1 Except as expressly set forth in this Agreement, each Party will be solely responsible for its own expenses involved in all activities related to the matters covered by this Agreement.
- 35.2 AT&T-TEXAS and VZW shall each be responsible for one-half (1/2) of expenses payable to a Third Party for Commission fees or other charges (including regulatory fees, reproduction and delivery expense and any costs of notice or publication, but not including attorney's fees) associated with the filing of this Agreement or any amendment to this Agreement.
- 36.0 Conflict of Interest
- 36.1 The Parties represent that no employee or agent of either Party has been or will be employed, retained, paid a fee, or otherwise received or will receive any personal compensation or consideration from the other Party, or any of the other Party's employees or agents in connection with the negotiation of this Agreement or any associated documents.

## 37.0 Survival

37.1 The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to continue beyond the termination or expiration of this Agreement: Section 8.4 above on Termination; Section 9.7 above on Deposit Interest, Section 9.8 above on Drawing on Letter of Credit or Surety Bonds; Section 10.10 for Escrow requirements, Sections 10.1 above through Section 10.6 above on Billing & Payment of Charges; Section 11.0 above on Nonpayment and Procedures for Disconnection; Section 13.0 above on Audits; Section 14.0 above on Disclaimer of Representations and Warranties; Section 16.0 above on Indemnity; Section 17.0 above on Intellectual Property/License; Section 18.0 above on Notices; Section 19.0 above on Publicity and Use of Trademarks or Service Marks; Section 20.0 above on Confidentiality; Section 22.0 above on Governing Law; Section 24.0 above on Compliance and Certification; Section 31.0 above on Taxes; Section 32.0 above on Non Waivers and Section 39.0 below Amendments and Modifications.

## 38.0 Scope of Agreement

38.1 This Agreement is intended to describe and enable specific Interconnection and compensation arrangements between the Parties. This Agreement is the arrangement under which the Parties may purchase from each other Interconnection products and/or services. Except as agreed upon in writing, neither Party shall be required to provide the other Party a function, Facility, product, service or arrangement described in the Act that is not expressly provided herein.

38.2 Except as specifically contained herein or provided by the FCC or any Commission within its lawful jurisdiction, nothing in this Agreement shall be deemed to affect any access charge arrangement.

## 39.0 Amendments and Modifications

39.1 Except as otherwise provided for in this Agreement, no provision of this Agreement shall be deemed amended or modified by either Party unless such an amendment or modification is in writing, dated, and signed by an authorized representative of both Parties and approved by the Commission.

## 40.0 Authority

40.1 AT&T-TEXAS represents and warrants that it is a corporation or limited partnership duly organized, validly existing and in good standing under the laws of its state of incorporation or formation. AT&T-TEXAS represents and warrants that AT&T Operations, Inc. has full power and authority to execute and deliver this Agreement as agent for AT&T-TEXAS. AT&T-TEXAS represents and warrants that it has full power and authority to perform its obligations hereunder.

40.2 VZW represents and warrants that it is a General Partnership duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. VZW represents and warrants that it has been certified to operate as a CMRS provider by the FCC prior to submitting any orders hereunder and is authorized to provide the Telecommunications Services contemplated hereunder in the territory contemplated hereunder prior to submission of orders for such Service.

40.3 Each Person whose signature appears below represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement.

## 41.0 Counterparts

41.1 This Agreement may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.

42.0 Dialing Parity

42.1 AT&T-TEXAS agrees that local dialing parity will be available to VZW in accordance with the Act.

43.0 Remedies

43.1 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.

44.0 Entire Agreement

44.1 AT&T-TEXAS only:

44.1.1 The terms contained in this Agreement and any Attachments, Exhibits, Schedules, and Addenda constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written between the Parties during the negotiations of this Agreement and through the execution and/or Effective Date of this Agreement. This Agreement shall not operate as or constitute a novation of any agreement or contract between the Parties that predates the execution and/or Effective Date of this Agreement.

Alltel Communications of Texas Limited Partnership  
d/b/a Verizon Wireless  
By Alltel Communications, LLC, Its General Partner

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

Alltel Communications of the Southwest Limited  
Partnership d/b/a Verizon Wireless  
By Alltel Communications of New Mexico, Inc., Its  
General Partner

Alltel Communications, LLC d/b/a Verizon Wireless

ALLTEL Newco LLC d/b/a Verizon Wireless  
By Alltel Communications, LLC, Its Managing  
Member

Dallas MTA, L.P. d/b/a Verizon Wireless  
By Verizon Wireless Texas, LLC, Its General Partner

GTE Mobilnet of South Texas Limited Partnership  
d/b/a Verizon Wireless  
By San Antonio MTA, L.P., Its General Partner  
By Verizon Wireless Texas, LLC, Its General Partner

GTE Mobilnet of Texas RSA #17 Limited Partnership  
d/b/a Verizon Wireless  
By San Antonio MTA, L.P., Its General Partner  
By Verizon Wireless Texas, LLC, Its General Partner

San Antonio MTA, L.P. d/b/a Verizon Wireless  
By Verizon Wireless Texas, LLC, Its General Partner

Southern & Central Wireless, LLC d/b/a Verizon  
Wireless  
By Cellco Partnership,  
Its Sole Member

WWC License L.L.C. d/b/a Verizon Wireless

WWC Texas RSA Limited Partnership d/b/a Verizon  
Wireless

By:  \_\_\_\_\_

By:  \_\_\_\_\_

Name: Hans Leutenegger \_\_\_\_\_

Name: Eddie A. Reed, Jr. \_\_\_\_\_

Title: Area Vice President - Network \_\_\_\_\_

Title: Director-Interconnection Agreements \_\_\_\_\_

Date: 5/10/10 \_\_\_\_\_

Date: 5-14-10 \_\_\_\_\_

Switch Based OCN

TEXAS 6506, 5818

ACNA: PPM, GMT, CCQ, AAK, MMZ, PCF

# ATTACHMENT 02 - NETWORK INTERCONNECTION

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## 1.0 Introduction

- 1.1 This Attachment to the Two-Way CMRS Interconnection Agreement (Wireless) between the Parties sets forth rates, terms, and conditions for Interconnection, Trunking, Reciprocal Compensation, and other usage compensation of Authorized Services traffic between AT&T-TEXAS and VZW.

## 2.0 Network Interconnection Methods

- 2.1 Interconnection shall be provided at a level of quality equal to that which AT&T-TEXAS provides to itself, to any Affiliates, or to any other Telecommunications Carrier.
- 2.1.1 In the event that a Party deploys new switches after the Effective Date of the Agreement, such Party will provide reasonable advance notice of such change to the other Party, and the Parties will work cooperatively to accomplish all necessary network changes.
- 2.1.2 VZW may designate the interface it wants to receive from the following: Trunk Side terminations at voice grade, DS0 or DS1 level.
- 2.1.3 The Parties will interconnect directly in each LATA in which they exchange Section 251(b)(5) Calls and Switched Access Services traffic. AT&T-TEXAS does not provide Inter-tandem switching.
- 2.1.4 Facilities will be planned for in accordance with the trunk forecasts exchanged between the Parties, as described in Section 3.3 below.
- 2.2 Point Of Interconnection (“POI”) Options:
- 2.2.1 VZW and AT&T-TEXAS shall mutually agree on a POI for each Facility that has Trunks that are used to carry traffic between their respective networks. VZW will establish a POI at any technically feasible location on AT&T-TEXAS’ Central Office Switch network.
- 2.2.2 A POI shall not be located across a LATA boundary, nor outside of AT&T-TEXAS’ franchise service area,
- 2.3 Terms And Compensation For Use Of Facilities:
- 2.3.1 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, or it may purchase or lease the Facilities from a Third Party, or it may purchase or lease the Facilities from the other Party, if available, pursuant to applicable tariffs, General Exchange Price List or separate contract. Optional Payment Plans (“OPP”), High Cap Term Payment Plans (“HCTPP”), and Volume and Term discount plans are not available for transport Facilities pursuant to this Agreement.
- 2.3.2 The Parties will connect their networks, i.e., to and from the AT&T-TEXAS Central Office Switch where the Facility connection is established, using the interfaces as described in Section 2.1.2 above.
- 2.3.3 Nothing in this Agreement shall be construed as authorizing VZW to use the Facilities to deliver land-to-mobile traffic that it receives from AT&T-TEXAS to the network of a facilities-based Competitive Local Exchange Carrier (“CLEC”), or an Incumbent Local Exchange Carrier (“ILEC”), or an Out-of-Exchange Local Exchange Carrier (“OELEC”) or another CMRS provider i.e., the final destination of land-to-mobile traffic delivered from AT&T-TEXAS is VZW’s End-Users.
- 2.3.4 Nothing in this Agreement shall be construed as authorizing VZW to use the Facilities to aggregate traffic originated on the network of a facilities-based CLEC, or an ILEC, or another CMRS provider, or an OELEC, and use the Facilities to deliver such traffic to AT&T-TEXAS, i.e., mobile-to-land traffic delivered from VZW to AT&T-TEXAS must be from VZW’s End-Users and may not be from any other Third Party. For the avoidance of doubt, mobile-to-land traffic originated on a Third Party Telecommunication Carrier’s network does not constitute Authorized Services traffic.

- 2.3.5 AT&T-TEXAS shall not have dedicated transport obligations for, nor shall it have any obligation to share the cost of, Facilities between the Parties' networks that either cross a LATA boundary, or that are outside of the AT&T-TEXAS franchise service area,
- 2.3.6 When the Parties use two-way DS-1 Facilities provided by AT&T-TEXAS to exchange traffic and such DS-1 Facilities are (a) dedicated to the transmission of Authorized Services traffic between the Parties' networks, and (b) are shared by the Parties, then the proportionate share of the cost of the Facilities for each Party shall be as provided below. If VZW obtains such Facilities from a Third Party, nothing herein shall obligate AT&T-TEXAS to use those Facilities. If AT&T-TEXAS elects to use such facilities, AT&T-TEXAS will reimburse VZW for AT&T-TEXAS' proportionate use of such Facilities up to but not to exceed the cost of the appropriate Access Services Tariff rate for such Facilities.
- 2.3.6.1 The Parties' use of shared Facilities as described above is reflected in the Shared Facility Factor listed in the Pricing Schedule attached hereto. The Shared Facility Factor is a percentage equal to the amount of all Section 251(b)(5) Calls traffic originated on AT&T-TEXAS' network in the State, compared to the amount of all Section 251 (b)(5) Calls and Third Party Traffic exchanged between the Parties in the State.
- 2.3.6.2 When VZW delivers Interconnection traffic originating on its network through Facilities and/or Trunks provided by AT&T-TEXAS, VZW shall pay AT&T-TEXAS for its share of the cost of such Facilities and/or Trunks, utilizing the Shared Facility Factor set forth in the Pricing Schedule attached hereto. The Shared Facility Factor represents AT&T-TEXAS' share of the costs; provided, however, that either Party may submit to the other Party a reasonably accurate and complete traffic study, or any other reasonable estimate of its traffic, with supporting justification for such estimate, and/or other network information that is reasonable to rely upon ("Shared Facility Information") that the Parties will use to negotiate, in good faith, a different VZW specific Shared Facility Factor. The Shared Facility Information must be specific to VZW and relate to VZW's network and the Interconnection traffic exchanged between the Parties in the State; it shall not be based on industry average data or the data of other Telecommunications Carriers. Once a new Shared Facility Factor has been negotiated and agreed upon, the Parties agree to file an Amendment to this Agreement with the Commission to reflect such factor within thirty (30) Days of reaching agreement on the new Shared Facility Factor. Renegotiation of the VZW specific Shared Facility Factor shall occur no more frequently than once every twenty-four months.
- 2.3.7 Notwithstanding the foregoing, for two-way interconnection facilities, VZW elects to have interconnection facilities billed at 100 percent of the applicable tariff rate. VZW will make available these facilities, for trunking and Interconnection, to AT&T-TEXAS. If AT&T-TEXAS chooses to use such facilities for trunking and Interconnection, VZW will bill AT&T-TEXAS a proportionate share of the cost of the facilities. VZW shall bill and AT&T-TEXAS shall pay VZW at a rate representative of a DS1 equivalent based upon each 200,000 MOUs of AT&T-TEXAS originated Section 251(b)(5) Calls traffic over such facilities within a single month and based upon VZW's actual cost of a DS1 on such facilities, not to exceed AT&T-TEXAS' applicable tariff rates.
- 2.3.7.1 VZW's rate is specified in AT&T-TEXAS' Pricing Schedule. This rate is VZW-specific; any other carrier adopting this Agreement must supply its own carrier-specific data to support its rate.
- 2.3.8 Each Party reserves the right to refuse or discontinue the use of any shared Facilities arrangement, regardless of who provides the Facilities, i.e., one of the Parties or a Third-Party. Notwithstanding the foregoing, this provision does not negate any obligations either Party may have regarding such Facilities, such as, but not limited to, financial obligations for an agreed upon term and notice provisions.
- 2.3.9 When a Party uses its own Facilities (either through self-provisioning, or through the purchase of Facilities from the other Party or from Third Parties) to deliver one-way Section 251(b)(5) Calls traffic from its network to the POI, such Party shall provide such Facilities at its sole cost and expense. Notwithstanding the foregoing, if the Parties agree to deliver Third Party Traffic in addition to Section 251(b)(5) Calls traffic on a

land-to-mobile one-way Facility, then VZW shall be responsible for a portion of the facility cost, equal to the proportion of the facility used for the Third Party Traffic based on the VZW Shared Facility Factor for the one-way land-to-mobile facility listed in AT&T-TEXAS Pricing Schedule.

#### 2.4 Ancillary Services Traffic:

2.4.1 When delivering Ancillary Services traffic to AT&T-TEXAS, VZW shall provide Facilities and connections in each LATA dedicated solely for Ancillary Services traffic. Ancillary Service traffic requires a dedicated Facility. The connection used must be an Ancillary Services Connection.

2.4.2 This Section 2.4.2 applies only in states where Type 2-C interfaces are available from AT&T-TEXAS. As a further alternative in such states, VZW also may purchase Facilities employing a Type 2-C interface from AT&T-TEXAS, at rates found in the applicable AT&T-TEXAS tariff.

### 3.0 Interconnection Trunking

3.1 This Section 3 describes the required and optional Interconnection Trunk Groups for Section 251(b)(5) Calls, Switched Access Services traffic, Mass Calling, 911/E911, Operator Services and Directory Assistance traffic.

3.1.1 AT&T-TEXAS and VZW exchange traffic over their networks in connection with VZW's Authorized Services, in accordance with the provisions of this Agreement. VZW shall deliver all Interconnection traffic destined to terminate on AT&T-TEXAS network through Interconnection Trunks obtained pursuant to this Agreement. AT&T-TEXAS shall deliver all Interconnection traffic destined to terminate on the VZW network through Interconnection Trunks ordered by VZW pursuant to this Agreement. The exchange of one-way Paging Traffic between the Parties' respective networks is not authorized under this Agreement. If the Parties have one-way Paging Traffic to exchange, a separate one-way Paging interconnection agreement must be negotiated and executed for such traffic.

#### 3.2 Trunking Descriptions:

3.2.1 Type 1 Trunks: Provide a one-way Trunk Side connection between an AT&T-TEXAS End Office Switch and VZW's network. Type 1 Trunks will be used for the transmission and routing of Ancillary Services traffic.

3.2.2 Type 2A Trunk Groups: Provide a Trunk Side connection between an AT&T-TEXAS Tandem Office Switch and VZW's network. VZW to AT&T-TEXAS traffic on a Type 2A Interconnection Trunk Group must be destined for an NPA-NXX residing in an AT&T-TEXAS End Office Switch that subtends that AT&T-TEXAS Tandem Office Switch. Type 2A Trunks may be one-way or two-way.

3.2.3 Type 2A Local/Equal Access Combined Trunk Groups: Provide a Trunk Side connection between VZW's network and an AT&T-TEXAS Access Tandem, where AT&T-TEXAS is able to record VZW-originated traffic to an IXC. Local/Equal Access Trunk Groups carry interexchange access traffic and local traffic. This Trunk Group requires an interface utilizing equal access signaling. A separate Type 2A Equal Access Trunk Group is required when AT&T-TEXAS is not able to record VZW-originated traffic to an IXC. VZW will also provide to AT&T-TEXAS, using industry standard data record formats, recordings of all calls (both Completed Calls and attempts) to IXCs from VZW's network using Trunks employing a Type 2A connection.

3.2.4 Type 2A Equal Access Trunk Groups: Provide a Trunk Side connection between VZW's network and an AT&T-TEXAS Access Tandem. Equal Access Trunk Groups carry interexchange access traffic. This Trunk Group requires an interface utilizing equal access signaling.

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

3.2.5 Type 2B Trunk Groups: Provide a Trunk Side connection between VZW's network and AT&T-TEXAS End Office Switch, providing the capability to access only subscribers served by that End Office Switch. Type 2B

is a one-way mobile-to-land or land-to-mobile trunk group (and two-way, where available) and is available where Facilities and equipment permit.

- 3.2.6 Type 2C Trunks: Provide a one-way terminating Trunk Side connection between VZW's "MSC" and AT&T-TEXAS' E911 Selective Router equipped to provide access to E911 services.
- 3.2.7 Type 2D Trunks: Provide a direct voice-grade transmission path to a LEC Operator Services System (OSS) switch.
  - 3.2.7.1 Directory Assistance and/or Operator Services traffic may be delivered through a dedicated Trunk Group to an AT&T-TEXAS Operator Services switch.

### 3.3 Trunking Requirements:

- 3.3.1 Trunk Groups dedicated to the exchange of Authorized Services traffic will be established between the Parties' switches. VZW-to-AT&T-TEXAS traffic, on such Trunk Groups, that is exchanged pursuant to this Agreement, must be restricted to NPA-NXXs residing in AT&T-TEXAS End Office Switches or other End Office Switches sub-tending the AT&T-TEXAS Tandem Switch.
- 3.3.2 Except as described below, only one Trunk Group shall be provisioned between any AT&T-TEXAS switch and a VZW switch.
  - 3.3.2.1 Multiple Trunk Groups may be provisioned between an AT&T-TEXAS switch and a VZW switch at the sole discretion of AT&T-TEXAS, and only with the following requirements: For unique routing, VZW shall provide all required routing information including a separate and distinct CLLI code for each Trunk Group, and specific NPA/NXX routing directions. Duplicate Trunk Groups serving the same function are not permitted
- 3.3.3 VZW shall trunk to all AT&T-TEXAS Tandems in each LATA from each MSC where VZW offers Authorized Services, or in the event VZW has no MSC in the LATA, from VZW's designated POI(s) within the LATA.
- 3.3.4 AT&T-TEXAS provided Type 1 interfaces will be as described above. Any non-Trunk Side Message Treatment ("TSMT") form of Type 1 interface will be eliminated within ninety (90) days of the Effective Date of this Agreement.
- 3.3.5 Direct End Office Trunking ("DEOT"):
  - 3.3.5.1 The Parties shall establish a one-way mobile-to-land or land-to-mobile (or two-way where available) DEOT when actual or projected total traffic from or to a single VZW MSC to or from an End Office Switch requires twenty-four (24) or more fully utilized Trunks for three consecutive months. If the DEOT is designed to overflow, the traffic will be alternately routed to the Tandem Office Switch that the End Office subtends per the LERG. DEOT's established as direct finals will not overflow from either direction to any alternate route.
  - 3.3.5.2 Should VZW fail to comply with this Section 3.3.5 above, AT&T-TEXAS reserves the right, at its sole discretion, to restrict provisioning of additional Trunks at the Tandem.
- 3.3.6 Mass Calling, i.e., High Volume Call In network architecture, Trunk Group AT&T-TEXAS ("Mass Calling"):
  - 3.3.6.1 A dedicated Trunk Group shall be required to the designated Public Response Mass Calling Network Access Tandem in each serving area. This Trunk Group shall be one-way outgoing only and shall utilize Multi-Frequency ("MF") signaling. As the Mass Calling Trunk Group is designed to block all excessive attempts toward Mass Calling NXXs, it is necessarily exempt from the one percent blocking standard described in Section 3.5.8 below for other final Local Interconnection Trunk Groups. VZW will have administrative control for the purpose of issuing ASRs and/or WSRs on this one-way Trunk Group. The Parties will not exchange live traffic until successful testing is completed by both Parties.

3.3.6.1.1 Mass Calling Trunk Groups (Table 1) shall be sized as follows:

Table 1	
Number of End Users	Number of Mass Calling Trunks
0 – 10,000	2
10,001 – 20,000	3
20,001 – 30,000	4
30,001 – 40,000	5
40,001 – 50,000	6
50,001 – 60,000	7
60,001 – 75,000	8
75,000 +	9 maximum

3.3.7 911/E911:

3.3.7.1 See Attachment 05 – 911/E911for Trunk requirements.

3.4 Trunk Forecasting:

3.4.1 VZW agrees to provide Trunk forecasts to AT&T-TEXAS to assist in the planning and provisioning of Interconnection Trunk Groups and Facilities.

3.4.2 VZW will provide a Trunk forecast to AT&T-TEXAS prior to initial implementation, and VZW will provide subsequent forecasts to AT&T-TEXAS upon request by AT&T-TEXAS, but no more often than one forecast per year. The forecasts shall include yearly forecasted Trunk quantities categorized by the Trunks described in Section 3.3 above for a minimum of two years, i.e., the current year and the following years.

3.4.3 VZW will provide revised Trunk forecasts to AT&T-TEXAS whenever there is a difference of 25% or more in trunking demand than reflected in previously submitted forecasts.

3.4.4 Trunk forecasts shall include yearly forecasted Trunk quantities by Tandem and any End Offices connected or any End Offices VZW plans to install via a 2B trunk at the time of such forecast. Identification of each Trunk will be by the “from” and “to” Common Language Location Identifiers (CLLI), as described in Telcordia Technologies documents BR 795-100-100 and BR 795-400-100.

3.4.5 The Parties agree to review with each other the submitted forecasts.

3.5 Trunk Provisioning:

3.5.1 In conjunction with Trunk forecasting as described in Section 3.4 above, VZW will be responsible for ordering all Interconnection Trunk Groups, with concurrence from AT&T-TEXAS.

3.5.2 VZW shall submit orders to AT&T-TEXAS to establish, add, change, or disconnect Trunks, using AT&T-TEXAS’ applicable ordering system. Two-way Trunk Groups may only be used for the delivery of traffic in both directions.

3.5.3 VZW’s orders that comprise a major project that directly affects AT&T-TEXAS will be jointly planned and coordinated. Major projects are those that require the coordination and execution of multiple orders, or order-related activities between and among AT&T-TEXAS and VZW’s work groups, including, but not limited to, the initial establishment of Trunk Groups in an area, designated NPA-NXX relocations, re-homes, Facility grooming or major network rearrangements.

3.5.4 Due dates for the installation of Trunk Groups covered by this Attachment shall be based on each of AT&T-TEXAS’ intra-state Switched Access Services intervals.

### 3.5.5 Trunk Servicing:

3.5.5.1 The Parties will jointly manage the capacity of Interconnection Trunk Groups. VZW will issue an ASR or WSR, as applicable, to AT&T-TEXAS Wireless Access Service Center, to begin the provisioning process as required below:

3.5.5.1.1A Trunk Group Service Request (“TGSR”) will be sent by AT&T-TEXAS to request that VZW issue an ASR or WSR to establish or make modifications to existing Trunk Groups within ten (10) business days after receipt of the TGSR; or

3.5.5.1.2 VZW may issue an ASR or WSR at any time as a result of VZW's own capacity management assessment.

3.5.5.2 Upon review of the TGSR, if a VZW does not agree with the resizing of the Interconnection Trunk Groups, the Parties will schedule a joint planning discussion to take place and conclude within twenty (20) business days of VZW's receipt of the TGSR. At the joint planning discussion, the Parties will resolve and mutually agree to the disposition of the TGSR.

3.5.5.3 If the Parties cannot agree on the resizing of the Interconnection Trunk Groups at the joint planning discussion, then either Party may invoke the dispute resolution provisions of this Agreement. Further, if AT&T-TEXAS does not receive an ASR or WSR, as applicable, from VZW, or if VZW does not respond to the TGSR by scheduling a discussion with AT&T-TEXAS within the twenty (20) business day period, AT&T-TEXAS will attempt to contact VZW to schedule a joint planning discussion. If VZW will not agree to meet within an additional five (5) business days and present adequate reason for keeping Trunks operational, AT&T-TEXAS, in this situation only, will issue an ASR or WSR on VZW's behalf, as applicable, to resize the Interconnection Trunks and Facilities.

3.5.6 Trunk servicing responsibilities for Operator Services trunks used for stand-alone Operator Service or Directory Assistance are the sole responsibility of VZW.

### 3.5.7 Utilization:

3.5.7.1 Under utilization of Interconnection Trunk Groups exists when provisioned capacity is greater than the current need. Under utilization will be addressed in the following manner:

3.5.7.2 If an Interconnection Trunk Group is under sixty-five percent (65%) of CCS capacity on a monthly average basis for AT&T-TEXAS for each month of any three (3) consecutive months period, either Party may request the issuance of an order pursuant to the process described in Section 3.5.5 above to resize the Interconnection Trunk Group, which shall be left with not less than twenty-five percent (25%) excess capacity for AT&T-TEXAS. In all cases, grade of service objectives shall be maintained.

3.5.7.3 Either Party may send a TGSR to the other Party to trigger changes to the Interconnection Trunk Groups, based on capacity assessment. Upon receipt of a TGSR, VZW will issue an ASR or WSR, as applicable, within twenty (20) business days after receipt of the TGSR.

3.5.7.4 Upon review of the TGSR, if a Party does not agree with the resizing, the Parties will schedule a joint planning discussion within twenty (20) business days of the receiving Party's receipt of the TGSR, to resolve and mutually agree to the disposition of the TGSR. If the Parties cannot agree on the resizing at the joint planning discussion, the Parties may invoke the dispute resolution provisions of this Agreement.

3.5.7.5 If the Parties cannot agree on the changes to the Interconnection Trunk Groups at the joint planning discussion, then either Party may invoke the dispute resolution provisions of this Agreement. Further, if AT&T-TEXAS sent the TGSR to VZW, and VZW does not schedule a discussion with AT&T-TEXAS within the twenty (20) business day period, then AT&T-TEXAS will attempt to contact VZW to schedule a joint planning session. If VZW will not agree to meet within an additional five (5) business days and present adequate reason for keeping trunks operational,

AT&T-TEXAS, in this situation only, reserves the right to issue ASRs or WSRs on VZW's behalf, as applicable, to resize the Interconnection Trunk Groups.

3.5.8 Design Blocking Criteria:

- 3.5.8.1 Trunk requirements for forecasting and servicing shall be based on a 1% blocking objectives for all final Trunk Groups. Trunk requirements shall be based upon time consistent average busy season busy hour twenty (20) Day averaged loads applied to industry standard Neal-Wilkinson Trunk Group Capacity algorithms (use Medium day-to-day Variation and 1.0 Peakedness factor until actual traffic data is available) for all final Trunk Groups.
- 3.5.8.2 All high usage Trunk requirements for forecasting and servicing shall be based on economic centum hundred call seconds ("ECCS"). For End Office interconnection, the ECCS shall be 7. For Tandem interconnection, the ECCS shall be 15 with an intermediate high usage Trunk Group.
- 3.5.8.3 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 above blocking criteria in a timely manner. The Parties agree that twenty (20) business days is the study period duration objective.

3.6 Routing And Rating:

- 3.6.1 Each VZW NPA-NXX must have a single Rating Point, and that Rating Point must be associated with a Rate Center, as entered into the LERG. The Rating Point may be designated anywhere in the LATA when the Commission so rules in a proceeding binding AT&T-TEXAS. The Rating Point does not have to be the same as the Routing Point.
- 3.6.2 Each NPA-NXX assigned to VZW with a Rate Center outside the AT&T-TEXAS franchise area must be entered into the LERG, such that (a) the NPA-NXX is accurately reflected as rated from the out-of-franchise Rate Center, and (b) the NPA-NXX is assigned to VZW's serving switching entity or POI that is located inside the LATA, and will route directly to AT&T-TEXAS' End Office or Tandem where the End Office subtends.
- 3.6.3 All terminating traffic delivered by VZW to a Tandem Office Switch destined for publicly dialable NPA-NXXs served by a switching entity that does not subtend on that Tandem Office Switch is misrouted. AT&T-TEXAS shall provide notice to VZW, pursuant to the Notices provisions of this Agreement that such misrouting has occurred. In the notice, VZW shall be given sixty (60) days to cure such misrouting.
- 3.6.4 The Parties shall deliver all traffic destined for the other Party's network in accordance with the serving arrangements defined in the LERG or via the most direct route to avoid inter-tandem routing.
- 3.6.5 For Type 2 Trunk Groups, i.e., Type 2A and Type 2B, VZW will obtain its own NXX codes from the administrator and will be responsible for: (a) LERG administration, including updates, and (b) all ASR/WSR Translations Questionnaire ("TQ") Code opening information necessary for routing traffic on these Trunk Groups.
- 3.6.6 AT&T-TEXAS will not route traffic to VZW via a Third Party Tandem, and VZW shall not route traffic to AT&T-TEXAS via a Third Party Tandem, unless an AT&T-TEXAS and/or VZW facility linking the two Party's networks is cut.
- 3.6.7 If either Party originates Section 251(b)(5) Calls destined for termination to the other Party, but delivers that traffic to the other Party using the Facilities of a Third Party Telecommunications Carrier, the terminating Party shall be entitled to charge transport and termination rates to the originating Party, as set forth in the Pricing Schedule attached hereto. Any charges imposed by the Third Party Telecommunications Carrier are the responsibility of the originating Party. Notwithstanding any other provision in this Agreement, neither Party is responsible for payment of such transport and termination rates for traffic destined to the other

Party, when the calling party is the End User of an IXC and not the End User of a Party, or when an IXC delivers traffic to the network of the terminating Party-

3.6.8 VZW shall not route traffic it receives from or through an IXC that is destined for AT&T-TEXAS' End Office Switches over the Interconnection Trunks proved by AT&T-TEXAS to VZW pursuant to this Agreement.

3.6.9 All traffic received by AT&T-TEXAS from VZW at an End Office Switch must terminate to that End Office Switch. End Offices Switches do not perform Tandem-switching functions.

3.7 Trunk Group Data Exchange:

3.7.1 A Trunk Group utilization report ("TIKI") is available upon request by VZW. The report is provided in MS-Excel format.

3.8 Transmission And Routing Of Exchange Access Service Pursuant To Section 251(C)(2):

3.8.1 This Section provides the terms and conditions for the exchange of traffic between VZW's End Users and AT&T-TEXAS' End Users for the transmission and routing of Switched Access Services traffic.

3.8.2 IXC Traffic:

3.8.2.1 All traffic between VZW and the AT&T-TEXAS Access Tandem or combined local/Access Tandem destined to be routed to, or that has been routed from an Interexchange Carrier ("IXC") connected with such AT&T-TEXAS Access Tandem shall be transported over an Equal Access Trunk Group. This arrangement requires a separate Trunk Group employing a Type 2 interface, when AT&T-TEXAS is not able to record VZW-originated traffic to an IXC. VZW also will provide to AT&T-TEXAS, using industry standard data record formats, recordings of all calls (both completed calls and attempts) to IXCs from VZW's network, using Trunks employing a Type 2A interface. This Equal Access Trunk Group will be established for the transmission and routing of all traffic between VZW's End Users and IXCs, via an AT&T-TEXAS Access Tandem, or combined local/Access Tandem. Where a separate Equal Access Trunk Group is used, VZW is solely financially responsible for the Facilities, termination, muxing, Trunk ports and any other equipment used to provide such Equal Access Trunk Groups.

3.8.3 Terminating InterMTA Traffic:

3.8.3.1 Except as otherwise provided in Section 4.4.1.2 below, Terminating InterMTA traffic shall be routed over Switched Access Services Trunks and Facilities (FG-D).

3.8.4 Originating Landline to CMRS Inter-MTA Traffic:

3.8.4.1 Originating Landline to CMRS InterMTA traffic is routed over the Local Interconnection Trunks.

3.8.5 Both Parties agree to abide by the resolution for Ordering and Billing Forum ("OBF") Issue 2308-Recording and Signaling Changes Required to Support Billing.

#### 4.0 Reciprocal Compensation

4.1 Classification Of Traffic:

4.1.1 Telecommunications traffic exchanged between AT&T-TEXAS and VZW pursuant to this Agreement will be classified as either Section 251(b)(5) Calls, IXC traffic, Third Party Traffic, or InterMTA Traffic.

4.1.2 The Parties agree that ISP-bound traffic between them in the mobile-to-land direction shall be treated as Telecommunications traffic for purposes of this Agreement, and compensation for such traffic shall be based on the jurisdictional end points of the call as described in Sections 2.94.1 and 2.94.2 of the General Terms and Conditions of this Agreement. Accordingly, no additional or separate measurement or tracking of ISP-bound traffic shall be necessary. The Parties agree there is and shall be no ISP traffic exchanged between them in the land-to-mobile direction under this Agreement.



4.1.3 The Parties agree that IP-enabled (including, without limitation, voice over Internet protocol (“VoIP”)) traffic between them in the mobile-to-land and the land-to-mobile direction shall be treated as Telecommunications traffic for purposes of this Agreement, and compensation for such traffic shall be based on the jurisdictional end points of the call as described in Sections 2.94.1 and 2.94.2. Accordingly, no additional or separate measurement or tracking of IP-enabled traffic shall be necessary.

4.2 Compensation For Local Authorized Services Interconnection:

4.2.1 Compensation rates for Interconnection are contained in the Pricing Schedule attached hereto.

4.2.2 Compensation for Local Authorized Services Interconnection:

4.2.2.1 Compensation for Section 251(b)(5) Calls, Transport and Termination. Subject to the limitations set forth below in Section 4.2.3 below, AT&T-TEXAS shall compensate VZW for the transport and termination of Section 251(b)(5) Calls originating on AT&T-TEXAS’ network and terminating on VZW’s network. VZW shall compensate AT&T-TEXAS for the transport and termination of Section 251(b)(5) Calls originating on VZW’s network and terminating on AT&T-TEXAS’ network. The rates for this reciprocal compensation are set forth in the Pricing Schedule attached hereto.

4.2.3 Traffic Not Subject to Reciprocal Compensation:

4.2.3.1 Exclusions. Reciprocal compensation shall apply solely to the transport and termination of Section 251(b)(5) Calls. Reciprocal compensation shall not apply to the following:

4.2.3.1.1 Non-CMRS traffic (traffic that is not intended to originate or terminate to a mobile station using CMRS frequency);

4.2.3.1.2 Toll-free calls, e.g., 800/888, Information Services Traffic, 500 and 700 calls;

4.2.3.1.3 Third Party Traffic;

4.2.3.1.4 Non-facility based traffic;

4.2.3.1.5 Paging Traffic;

4.2.3.1.6 InterMTA Traffic;

4.2.3.1.7 1+ IntraMTA calls that are handed off to an IXC;

4.2.3.1.8 IXC Traffic; and,

4.2.3.1.9 Any other type of traffic found to be exempt from reciprocal compensation by the FCC or the Commission.

4.3 Billing For Reciprocal Compensation:

4.3.1 Each Party will record its terminating minutes of use for all calls from the other Party. Each Party will perform the necessary call recording and rating for calls, and shall be responsible for billing and collection from its End Users. Except as specifically provided herein, each Party shall use procedures that record and measure actual usage for purposes of providing invoices to the other Party.

4.3.2 The Parties recognize that VZW may not have the technical ability to measure actual usage and bill AT&T-TEXAS pursuant to this Agreement.

4.3.3 To the extent VZW does not have the ability to measure and bill the actual amount of AT&T-TEXAS-to-VZW Section 251(b)(5) Calls traffic, VZW shall bill AT&T-TEXAS, using the surrogate billing factor, as described in Sections 4.3.4 below and 4.3.5 below.

4.3.4 Where VZW cannot record AT&T-TEXAS originated Section 251(b)(5) Calls traffic, the Parties agree to use a surrogate billing factor to determine the amount of land-to-mobile Section 251(b)(5) Calls traffic. The Parties agree that the surrogate billing factor shall be as stated in the Pricing Schedule. When using the

surrogate billing method, instead of recording actual usage, the amount of land-to-mobile Section 251(b)(5) Calls traffic Conversation MOUs shall be calculated as follows: (i) VZW-to-AT&T-TEXAS (mobile-to-land) Conversation MOUs for Section 251(b)(5) Calls (based on AT&T-TEXAS' monthly bill to VAW), divided by the difference of one (1) minus the surrogate billing factor, multiplied by (ii) the surrogate billing factor. When using the surrogate billing method, VZW shall bill AT&T-TEXAS the charges due under this Section 4.3 above based solely on the calculation contained in the preceding sentence.

EXAMPLE

Land-to-Mobile Section 251(b)(5) Calls Traffic  
 Conversation MOU's = [mobile-to-land Section 251(b)(5) Calls Traffic Conversation MOU's/(1 – surrogate billing factor)] \*

surrogate billing factor

Mobile-to-Land Conversation MOU's = 15,000

Surrogate billing factor = .20

Land-to-Mobile Section 251(b)(5) Calls Conversation MOU's = [15,000/(1-.20)]\*.20  
 =3,750 Conversation MOU's

4.3.5 When VZW uses the surrogate billing factor billing method set forth above, VZW shall itemize on each of its bills the corresponding AT&T-TEXAS billing account numbers by state, for land-to-mobile Section 251(b)(5) Calls Traffic Conversation MOUs to which the surrogate billing factor is applied. 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 as provided in this Section 4, the blended call set-up and duration factors (if applicable), the adjusted call set-up and duration amounts (if applicable), the appropriate rate and amounts.

4.3.6 The surrogate billing factors stated in the Pricing Schedule, are based on VZW-specific, state-specific information available to AT&T-TEXAS and/or supplied by VZW. The surrogate billing factors are based on such information and apply only in light of those VZW-specific, state-specific facts. The surrogate billing factors stated in the Pricing Schedule, will not apply to other CMRS Provider's who may adopt this Agreement; such CMRS Providers must provide their own CMRS Provider specific, state-specific facts to establish surrogate billing factors. Renegotiation of the CMRS Provider specific surrogate billing factors shall occur no more frequently than once every twenty-four months.

4.3.7 Except as provided in this Section 4, see the General Terms and Conditions for general billing requirements.

4.4 Compensation For InterMTA Traffic:

4.4.1 Terminating InterMTA Traffic:

4.4.1.1 Except as provided for in Section 4.4.1.2 below, all Terminating InterMTA Traffic is subject to the rates, terms and conditions set forth in AT&T-TEXAS' Federal and/or State Access Service tariffs and is owed and payable to AT&T-TEXAS. All Terminating InterMTA traffic must be routed over Switched Access Services trunks and facilities purchased by VZW from AT&T-TEXAS' Federal and/or State Access Service tariffs.

4.4.1.2 The Parties agree that for any Terminating InterMTA Traffic that is routed over Local Interconnection or Equal Access trunks, AT&T-TEXAS is authorized to charge, and VZW will pay to AT&T-TEXAS for such traffic, the Terminating InterMTA Traffic rate stated in the Pricing Schedule attached hereto. As of the effective date of this agreement, the Parties have agreed that the percentage of traffic considered Terminating InterMTA Traffic shall be six (6) percent of the total VZW-originated traffic terminated by AT&T-TEXAS and delivered to AT&T-TEXAS over Local Interconnection Trunks ("Terminating InterMTA Factor"). Changes to the Terminating InterMTA Factor will be subject to paragraph 4.4.1.4.

4.4.1.3 VZW agrees to provide the Jurisdiction Information Parameter (“JIP”) in the call record for all WSP-originated IntraMTA and InterMTA traffic, as set forth in ATIS’ Network Interconnection Interoperability Forum reference document ATIS-0300011. For all traffic measurements, AT&T-TEXAS will use JIP as its preferred method to classify the call as InterMTA-Interstate and InterMTA-Intrastate for negotiating a Terminating InterMTA Factor. ATIS Network Interconnection Interoperability Forum reference document ATIS 0300011 does not recognize the use of JIP to jurisdictionalize traffic. VZW reserves its rights to challenge the use of JIP by AT&T-TEXAS to determine the jurisdiction of VZW originated traffic. If VZW fails to populate JIP in accordance with the industry standard, then AT&T-TEXAS will use either Originating Location Routing Number (“OLRN”), or originating NPA/NXX (calling party), or another mutually agreed upon indicator that identifies cell site or originating Mobile Telephone Service Office (“MTSO”) to classify the call as InterMTA-Interstate and InterMTA-Intrastate for use in negotiating a Terminating InterMTA Factor.

4.4.1.4 AT&T-TEXAS and VZW each maintain the right, on a quarterly basis, to notify the other Party AT&T-TEXAS that the existing Terminating InterMTA Factor does not accurately reflect the proportion of VZW-originated Terminating InterMTA Traffic terminated by AT&T-TEXAS over local trunks. AT&T-TEXAS and VZW agree to negotiate a new Terminating InterMTA Factor within thirty (30) days of receiving such notice and to amend the Agreement to reflect the newly negotiated factor. The revised Terminating InterMTA Factor will go into effect upon approval of such amendment by the Commission. Should AT&T-TEXAS and VZW not reach agreement on a new Terminating InterMTA Factor within thirty (30) days of receiving notice, AT&T-TEXAS and VZW agree to use the dispute resolution process set forth in Section 12.0 of the General Terms and Conditions of this Agreement.

#### 4.4.2 Originating Landline-to-CMRS InterMTA Traffic:

4.4.2.1 Originating Landline-to-CMRS InterMTA traffic shall be charge by AT&T-TEXAS and VZW shall pay a combined switched network access service rate of fifty percent (50%) inter-state and fifty percent (50%) intrastate per minute of use for such Originating Landline-to-CMRS InterMTA Traffic, as stated in the Pricing Schedule attached hereto. VZW shall not charge and AT&T-TEXAS shall not pay reciprocal compensation for Originating Landline-to-CMRS InterMTA Traffic.

4.4.2.2 Until such time as the Parties can measure Originating Landline-to-VZW InterMTA traffic, an Originating Landline-to-CMRS InterMTA Traffic percentage, as stated in the Pricing Schedule attached hereto, will be applied to the total minutes originated by AT&T-TEXAS’ End Users that are delivered to VZW’s network over the Interconnection Trunks.

#### 4.5 Responsibilities Of Party:

4.5.1 Each Party will be responsible for the accuracy and quality of its data submitted to the other Party.

4.5.2 Where SS7 connections exist, each Party will include in the information transmitted to the other Party, for each call being terminated on the other Party’s network, where available, the original and true Calling Party Number (“CPN”).

4.5.3. If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.

#### 4.6 Non-AT&T Tandem Providers:

4.6.1 Third Party Terminating Carrier shall mean a carrier that is not a Party to this Agreement and is a CLEC, an ILEC, another CMRS provider, an OELEC, or a carrier that utilizes local switching from AT&T-TEXAS, purchased on a wholesale basis, to provide service to its End Users, to which traffic is terminated.

- 4.6.2 Non-AT&T Tandem Provider shall mean a Telecommunications Carrier that provides tandem switching services to VZW and with whom VZW is directly interconnected for the purpose of delivering VZW traffic via Non-AT&T Tandem Provider's direct interconnection arrangements with a Third Party Terminating Carrier.
- 4.6.3 When a Non-AT&T Tandem Provider sends traffic originated by the End Users of VZW to AT&T-TEXAS' End Users, VZW is responsible for all Conversation MOU's billed by AT&T-TEXAS for the transport and termination and transiting to a Third Party Terminating Carrier's End User of such traffic.

## 5.0 Meet Point Billing ("MPB") for Switched Access Services

- 5.1 Pursuant to the procedures described in the Multiple Exchange Carrier Access Billing ("MECAB") document, developed by the Alliance for Telecommunications Industry Solutions' ("ATIS") Ordering and Billing Forum ("OBF"), the Parties shall provide to each other the Switched Access Services detail usage data, on a per LATA basis, for jointly provided tandem switched Feature Groups B or D services to or from an IXC. As detailed in the MECAB document, the Parties will, in a timely fashion, exchange all information necessary to accurately, reliably and promptly bill Access Service customers for Switched Access Services traffic jointly provided via the meet-point billing arrangement. Information shall be exchanged in Electronic Message Interface ("EMI") format, via a mutually acceptable electronic file transfer protocol. The Parties agree to exchange the Switched Access Services detail usage data to each other on a reciprocal, no charge basis.
- 5.2 Each Party agrees to provide the other Party with Access Usage Records ("AURs"), based upon mutually agreed upon intervals. Each Party shall provide the other Party with the billing name, billing address, and carrier identification code ("CIC") of the IXCs that may utilize any portion of the notifying Party's network in a Meet Point Billing ("MPB") arrangement in order to comply with the MPB Notification process as outlined in the MECAB document. The Parties shall provide this information to each other, except where proprietary restrictions prohibit disclosure. Each Party will be entitled to reject a record that does not contain a CIC code.
- 5.3 Other Responsibilities Of The Parties:
- 5.3.1 The Parties will each bill the IXC for their portion of the Switched Access Services, as stated in each Party's respective access tariff or VZW's contract with the IXC, based on the billing percentages stated below.
- 5.3.2 VZW shall designate AT&T-TEXAS' Access Tandem switch or any other reasonable Facilities or points of Interconnection for the purpose of originating or terminating IXC traffic. For the Access Tandem switch designated, the Parties agree that the billing percentage to be utilized to bill Switched Access Services customers for jointly provided Switched Access Services traffic shall be any mutually agreed upon billing percentage(s).
- 5.3.3 The Parties shall undertake all reasonable efforts to ensure that the billing percentages and associated information, as described in the MECAB document identified in Section 5.1 above, are maintained in their respective federal and state access tariffs or VZW's contract with the IXC, as required, until such time as such information is included in the National Exchange Carrier Association ("NECA") FCC Tariff No. 4.
- 5.3.4 AT&T-TEXAS shall implement the "Multiple Bill/Single Tariff" option described in the MECAB document identified in Section 5.1 above, so that each Party may bills the IXC for its portion of the jointly provided Switched Access Services. VZW may elect not to implement the "Multiple Bill/Single Tariff" option until an F.C.C. order is issued that requires the implementation of Meet Point Billing of IXC traffic.
- 5.3.5 AT&T-TEXAS will bill the appropriate IXC for all Local Number Portability queries and 800 Data Base queries performed by AT&T-TEXAS, based on the charges set forth in AT&T-TEXAS' federal or state access tariffs, as applicable.

# ATTACHMENT 03 – LOCAL NUMBER PORTABILITY AND NUMBERING

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## 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-TEXAS 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 Each Party 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 the other Party.
- 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.
- 1.6 Intentionally Left Blank

## 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-TEXAS may be responsible for making a query to a database containing information necessary to route calls to number portable NXX codes.

## 3.0 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-TEXAS 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-TEXAS 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
- 3.2.3 Telephone numbers with NXXs dedicated to choke/High Volume Call-In (HVCI) networks are not portable via Local Routing Number (LRN). Choke numbers can 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 Jurisdictional Identification Parameter (JIP) field with the first six (6) digits (NPA NXX format) of the appropriate LRN of the terminating 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-TEXAS may query all calls directed to that NXX, provided that AT&T-TEXAS' queries shall not adversely affect the quality of service to VZW's End Users as compared to the service AT&T-TEXAS 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-TEXAS are set forth in the applicable AT&T-TEXAS 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 - Operating Support Systems (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 VZW 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:
- 4.4.6.1.2 Choke Network
- 4.4.6.1.3 Mass Calling
- 4.4.6.1.4 Public Response Choke Network
- 4.4.6.2 Using a non-LRN process, AT&T-TEXAS 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.

# ATTACHMENT 04 – OPERATING SUPPORT SYSTEMS (PORTING SUPPORT ONLY)

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## 1.0 Introduction

- 1.1 This Attachment sets forth terms and conditions for access to Operations Support Systems (OSS) "functions" to Wireless Service Provider (VZW) for pre-ordering, ordering, and provisioning of Wireline-to-Wireless Number Portability consistent with FCC Order #95-116 and related Orders.
- 1.2 The interfaces described herein have certain features which are not related to number portability, but which are inherently available via the interface. Such non-LNP features shall not be accessed nor used by, through, or on behalf of VZW pursuant to this Attachment. VZW hereby warrants and represents that it will not access such non-LNP features. The VZW is authorized by this Attachment to use only the Pre-Order, Ordering, and Provisioning functions identified herein and only for essential number portability functions.

## 2.0 Definitions

- 2.1 "Service Bureau Provider" (SBP), for purposes of this Attachment, means a company which has been engaged by a VZW to act on its behalf to access AT&T-TEXAS' OSS application-to-application interfaces via a dedicated connection for the purpose of transporting multiple VZWs' Local Number Portability (LNP) transactions.

## 3.0 General Provisions

- 3.1 The Parties agree that electronic order processing is more efficient than manual order processing. During implementation of this Wireless Interconnection Agreement VZW will migrate to electronic processing within six (6) months from the Effective Date of this Agreement. Electronic processing is available via AT&T-TEXAS' application-to-application interface or via AT&T-TEXAS' Graphical User Interface (GUI). After the six-month (6) transition period, VZW will no longer submit LNP orders manually and AT&T-TEXAS shall not be required to accept and process manual orders, except when the electronic interface is unavailable for a substantial period of time.
- 3.2 Proper Use of OSS Interfaces
  - 3.2.1 VZW agrees to utilize AT&T-TEXAS electronic interfaces, as described herein, solely for the purposes of pre-order and order activity necessary for LNP. In addition, VZW agrees that such use will comply with AT&T-TEXAS' Data Connection Security Requirements as identified in Section 7 of this Attachment. Failure to comply with such security guidelines or misuse of OSS interfaces may result in forfeiture of electronic access to OSS functionality. In addition, VZW shall be responsible for and indemnifies AT&T-TEXAS against any cost, expense or liability relating to any unauthorized entry or access into, or use or manipulation of AT&T-TEXAS' OSS from VZW systems, workstations or terminals or by VZW employees, agents, or any third party gaining access through information and/or Facilities obtained from or utilized by VZW and shall pay AT&T-TEXAS for any and all damages caused by such unauthorized entry.
  - 3.2.2 Within AT&T-TEXAS regions, VZW's access to pre-order functions described in Section 4.2.1 below, will only be utilized to view Customer Proprietary Network Information (CPNI) of another carrier's End User where VZW has obtained an authorization from the End User for release of CPNI.
    - 3.2.2.1 In AT&T-TEXAS regions, VZW must maintain records of individual customers' authorizations for release of CPNI which adhere to all requirements of state and federal law, as applicable.
    - 3.2.2.2 Throughout AT&T-TEXAS region, VZW is solely responsible for determining whether proper authorization has been obtained and holds AT&T-TEXAS harmless from any loss on account of VZW's failure to obtain proper CPNI consent from an End User.

- 3.2.3 By utilizing electronic interfaces to access OSS functions, VZW agrees to perform accurate and correct ordering such that no other users of AT&T-TEXAS OSS, or any of their end users are harmed by the VZW's pre-order or order use of AT&T-TEXAS' OSS. VZW is also responsible for all actions of its employees using any of AT&T-TEXAS' OSS. As such, VZW agrees to accept and pay all reasonable costs or expenses, including labor costs, incurred by AT&T-TEXAS caused by any and all inaccurate ordering or usage of the OSS, if such costs are not already recovered through other charges assessed by AT&T-TEXAS to VZW. In addition, VZW agrees to indemnify and hold AT&T-TEXAS harmless against any claim made by an End User of VZW or other third parties against AT&T-TEXAS caused by or related to VZW's use of any AT&T-TEXAS OSS.
- 3.2.4 In the event AT&T-TEXAS has good cause to believe that VZW has used AT&T-TEXAS OSS in a way that conflicts with this Agreement or Applicable Law, AT&T-TEXAS shall give VZW written notice describing the alleged misuse ("Notice of Misuse"). VZW shall immediately refrain from the alleged misuse until such time that VZW responds in writing to AT&T-TEXAS' Notice of Misuse, which shall be provided to AT&T-TEXAS within twenty (20) calendar days after receipt of the Notice of Misuse. In the event VZW agrees with AT&T-TEXAS' allegation of misuse, VZW shall refrain from the alleged misuse during the term of this Agreement.
- 3.2.5 In the event VZW does not agree that the VZW's use of AT&T-TEXAS OSS is inconsistent with this Agreement or Applicable Law, then the Parties agree to the following steps:
- 3.2.5.1 If such misuse involves improper access of pre-order applications to obtain CPNI in violation of this Agreement, Applicable Law, or involves a violation of the security guidelines contained herein, or negatively affects another OSS user's ability to use OSS, VZW shall continue to refrain from using the particular OSS functionality in the manner alleged by AT&T-TEXAS to be improper, until VZW has implemented a mutually agreeable remedy to the alleged misuse.
- 3.2.5.2 To remedy the misuse for the balance of the agreement, the Parties will work together as necessary to mutually determine a permanent resolution for the balance of the term of the agreement.
- 3.3 In order to determine whether VZW has engaged in the alleged misuse described in the Notice of Misuse, and for good cause shown, AT&T-TEXAS shall have the right to conduct an audit of VZW's use of the AT&T-TEXAS OSS. Such audit shall be limited to auditing those aspects of VZW's use of the AT&T-TEXAS OSS that relate to AT&T-TEXAS' allegation of misuse as set forth in the Notice of Misuse. AT&T-TEXAS shall give ten (10) calendar days advance written notice of its intent to audit VZW ("Audit Notice") under this Section 3.3, and shall identify the type of information needed for the audit. Such Audit Notice may not precede AT&T-TEXAS' Notice of Misuse. Within a reasonable time following the Audit Notice, but no less than fourteen (14) calendar days after the date of the notice (unless otherwise agreed by the Parties), VZW shall provide AT&T-TEXAS with access to the requested information in any reasonably requested format, at an appropriate VZW location, unless otherwise agreed to by the Parties. The audit shall be at AT&T-TEXAS' expense. All information obtained through such an audit shall be deemed proprietary and/or confidential and subject to confidential treatment without necessity for marking such information confidential. AT&T-TEXAS agrees that it shall only use employees or outside parties to conduct the audit who do not have marketing, strategic analysis, competitive assessment or similar responsibilities within AT&T-TEXAS.
- 3.4 AT&T-TEXAS will and VZW may participate in the Order and Billing Forum (OBF) and the Telecommunications Industry Forum (TCIF) to establish and conform to uniform industry guidelines for electronic interfaces for pre-order, ordering, and provisioning. Neither Party waives its rights as participants in such forums or in the implementation of the guidelines. To achieve system functionality as quickly as possible, the Parties acknowledge that AT&T-TEXAS may deploy interfaces with requirements developed in advance of industry guidelines. Thus, subsequent modifications may be necessary to comply with emerging

guidelines. VZW and AT&T-TEXAS are individually responsible for evaluating the risk of developing their respective systems in advance of guidelines and agree to support their own system modifications to comply with new requirements. In addition, AT&T-TEXAS has the right to define Local Service Request (LSR) Usage requirements according to the General Section 1.0, paragraph 1.4 of the practices in the OBF Local Service Ordering Guidelines (LSOG), which states: "Options described in this practice may not be applicable to individual providers tariffs; therefore, use of either the field or valid entries within the field is based on the providers tariffs/practices."

- 3.5 Due to enhancements and on-going development of access to AT&T-TEXAS' OSS functions, certain interfaces described in this Attachment may be modified, temporarily unavailable or may be phased out after execution of this Attachment.
- 3.6 VZW is responsible for obtaining operating system software and hardware to access AT&T-TEXAS OSS functions as specified in: "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures," or any other documents or interface requirements subsequently generated by AT&T-TEXAS for any of its regions.

#### 4.0 Pre-ordering

- 4.1 AT&T-TEXAS will provide real time access to pre-order functions necessary to support VZW ordering of LNP. The following lists represent pre-order functions that are available to VZW so that VZW service requests may be created to comply with AT&T-TEXAS region-specific ordering requirements.
- 4.2 Pre-ordering Functions for Wireless Number Portability include
  - 4.2.1 Customer Service Information - CSI Inquiry
    - 4.2.1.1 VZW shall access Pre-order data bases for the sole purpose of performing porting functions. VZW agrees that VZW will not access specified CSR information until after the VZW has obtained authorization from the End User for release of CPNI in compliance with conditions as described in Section 3.2.2 above of this Attachment.
  - 4.2.2 Address Validation Inquiry
    - 4.2.2.1 AT&T-TEXAS provides the address validation function.
- 4.3 Electronic Access to Pre-Order Functions
  - 4.3.1 AT&T-TEXAS Pre-order Interface Availability: AT&T-TEXAS will provide VZW access to the following interfaces:
    - 4.3.1.1 AT&T-TEXAS will provide electronic access to OSS via web-based GUIs and application-to-application interfaces.
    - 4.3.1.2 AT&T-TEXAS will provide all relevant documentation (manuals, user guides, specifications, etc.) regarding business rules and other formatting information, as well as practices and procedures, necessary to handle OSS related requests. All relevant documentation will be readily accessible via AT&T-TEXAS' Prime Access website. Documentation may be amended by AT&T-TEXAS in its sole discretion from time to time. All Parties agree to abide by the procedures contained in the then-current documentation.

#### 5.0 Ordering

- 5.1 AT&T-TEXAS will make available to VZWs ordering interfaces for the sole purpose of ordering LNP. Any attempts to use other ordering functionality of the OSS interfaces for purposes other than LNP may result in forfeiture of electronic access to OSS. Consistent with OBF, the industry mechanism for ordering LNP is via the Local Service Request (LSR). The AT&T-TEXAS Local Service Ordering Requirements (LSOR) document will be updated with the conditions for ordering Wireline-to-Wireless Number Portability. When

ordering LNP, the VZW will format the service request, in accordance with the AT&T-TEXAS LSOR. AT&T-TEXAS will provide VZW access to one or more of the following interfaces.

## 5.2 LNP Ordering Interface Availability:

5.2.1 AT&T-TEXAS makes available to VZW web-based GUIs and application-to-application interfaces for transmission of the Local Service Request (LSR) for the ordering of wireline-to-wireless number portability as defined by the OBF and via web-based GUIs and application-to-application interfaces. In ordering of LNP, the VZW and AT&T-TEXAS will utilize industry guidelines developed by OBF and TCIF to transmit web-based GUIs and application-to-application interfaces data.

## 6.0 Provisioning

6.1 AT&T-TEXAS will provide to VZW with access to order status and provisioning order status is available via the regional pre-ordering and ordering GUIs, AT&T-TEXAS' Prime Access website, and application-to-application interfaces.

6.2 AT&T-TEXAS shall perform porting functions during its regular working hours. To the extent VZW requests a port to be performed outside AT&T-TEXAS' regular working hours, or the work so requested requires AT&T-TEXAS' technicians or project managers to work outside of regular working hours, AT&T-TEXAS will assess overtime charges set forth in the applicable Pricing Schedule and/or AT&T-TEXAS' intrastate Access Services Tariff.

## 7.0 Data Connection Security Requirements

7.1 VZW agrees to comply with AT&T-TEXAS data connection security procedures, including but not limited to procedures on joint security requirements, information security, user identification and authentication, network monitoring, and software integrity. These procedures are set forth on the AT&T-TEXAS Prime Access website.

7.2 VZW agrees that interconnection of VZW data Facilities with AT&T-TEXAS data Facilities for access to OSS will be in compliance with AT&T-TEXAS' "CLEC OSS Interconnection Procedures" document current at the time of initial connection to AT&T-TEXAS and available via the AT&T-TEXAS Prime Access website.

### 7.3 Joint Security Requirements

7.3.1 Both Parties will maintain accurate and auditable records that monitor user authentication and machine integrity and confidentiality (e.g., password assignment and aging, chronological logs configured, system accounting data, etc.).

7.3.2 Both Parties shall maintain accurate and complete records detailing the individual data connections and systems to which they have granted the other Party access or interface privileges. These records will include, but are not limited to, user ID assignment, user request records, system configuration, time limits of user access or system interfaces. These records should be kept until the termination of this Agreement or the termination of the requested access by the identified individual. Either Party may initiate a compliance review of the connection records to verify that only the agreed to connections are in place and that the connection records are accurate.

7.3.3 VZW shall immediately notify AT&T-TEXAS when an employee used ID is no longer valid (e.g. employee termination or movement to another department).

7.3.4 The Parties shall use an industry standard virus detection software program at all times. The Parties shall immediately advise each other by telephone upon actual knowledge that a virus or other malicious code has been transmitted to the other Party.



- 7.3.5 All physical access to equipment and services required to transmit data will be in secured locations. Verification of authorization will be required for access to all such secured locations. A secured location is where walls and doors are constructed and arranged to serve as barriers and to provide uniform protection for all equipment used in the data connections which are made as a result of the user's access to either the VZW's or AT&T-TEXAS network. At a minimum, this shall include access doors equipped with card reader control or an equivalent authentication procedure and/or device, and egress doors which generate a real-time alarm when opened and which are equipped with tamper resistant and panic hardware as required to meet building and safety standards.
- 7.3.6 The Parties shall maintain accurate and complete records on the card access system or lock and key administration to the rooms housing the equipment utilized to make the connection(s) to the other Party's network. These records will include management of card or key issue, activation or distribution and deactivation.
- 7.4 Additional Responsibilities of the Parties:
- 7.4.1 Modem/DSU Maintenance And Use Policy:
- 7.4.1.1 To the extent the access provided hereunder involves the support and maintenance of VZW equipment on AT&T-TEXAS premises, such maintenance will be provided under the terms of the "CLEC OSS Interconnection Procedures" document cited above.
- 7.4.2 Monitoring:
- 7.4.2.1 Each Party will monitor its own network relating to any user's access to the Party's networks, processing systems, and applications. This information may be collected, retained, and analyzed to identify potential security risks without notice. This information may include, but is not limited to, trace files, statistics, network addresses, and the actual data or screens accessed or transferred.
- 7.4.3 Each Party shall notify the other Party's security organization immediately upon initial discovery of actual or suspected unauthorized access to, misuse of, or other "at risk" conditions regarding the identified data Facilities or information. Each Party shall provide a specified point of contact. If either Party suspects unauthorized or inappropriate access, the Parties shall work together to isolate and resolve the problem.
- 7.4.4 In the event that one (1) Party identifies inconsistencies or lapses in the other Party's adherence to the security provisions described herein, or a discrepancy is found, documented, and delivered to the non-complying Party, a corrective action plan to address the identified vulnerabilities must be provided by the non-complying Party within thirty (30) calendar days of the date of the identified inconsistency. The corrective action plan must identify what will be done, the Party accountable/responsible, and the proposed compliance date. The non-complying Party must provide periodic status reports (minimally monthly) to the other Party's security organization on the implementation of the corrective action plan in order to track the work to completion.
- 7.4.5 In the event there are technological constraints or situations where either Party's corporate security requirements cannot be met, the Parties will institute mutually agreed upon alternative security controls and safeguards to mitigate risks.
- 7.4.5 All network-related problems will be managed to resolution by the respective organizations, VZW or AT&T-TEXAS, as appropriate to the ownership of a failed component. As necessary, VZW and AT&T-TEXAS will work together to resolve problems where the responsibility of either Party is not easily identified.
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- 7.5 Information Security Policies and Guidelines for Access to Computers, Networks and Information By Non-Employee Personnel
- 7.5.1 Information security policies and guidelines are designed to protect the integrity, confidentiality and availability of computer, networks and information resources. Section 7.6 below through Section 7.12 below inclusive summarize the general policies and principles for individuals who are not employees of the Party that provides the computer, network or information, but have authorized access to that Party's systems, networks or information. Questions should be referred to VZW or AT&T-TEXAS, respectively, as the providers of the computer, network or information in question.
- 7.5.2 It is each Party's responsibility to notify its employees, contractors and vendors who will have access to the other Party's network, on the proper security responsibilities identified within this Attachment. Adherence to these policies is a requirement for continued access to the other Party's systems, networks or information. Exceptions to the policies must be requested in writing and approved by the other Party's information security organization.
- 7.6 General Policies
- 7.6.1 Each Party's resources are approved for this Agreement's business purposes only.
- 7.6.2 Each Party may exercise at any time its right to inspect, record, and/or remove all information contained in its systems, and take appropriate action should unauthorized or improper usage be discovered.
- 7.6.3 Individuals will only be given access to resources that they are authorized to receive and which they need to perform their job duties. Users must not attempt to access resources for which they are not authorized.
- 7.6.4 Authorized users shall not develop, copy or use any program or code which circumvents or bypasses system security or privilege mechanism or distorts accountability or audit mechanisms.
- 7.6.5 Actual or suspected unauthorized access events must be reported immediately to each Party's security organization or to an alternate contact identified by that Party. Each Party shall provide its respective security contact information to the other.
- 7.7 User Identification
- 7.7.1 Access to each Party's corporate resources will be based on identifying and authenticating individual users in order to maintain clear and personal accountability for each user's actions.
- 7.7.2 User identification shall be accomplished by the assignment of a unique, permanent user ID, and each user ID shall have an associated identification number for security purposes.
- 7.7.3 UserIDs will be revalidated on a monthly basis.
- 7.8 User Authentication
- 7.8.1 Users will usually be authenticated by use of a password. Strong authentication methods (e.g. one-time passwords, digital signatures, etc.) may be required in the future.
- 7.8.2 Passwords must not be stored in script files.
- 7.8.3 Passwords must be entered by the user.
- 7.8.4 Passwords must be at least six (6) to eight (8) characters in length, not blank or a repeat of the user ID; contain at least one (1) letter, and at least one (1) number or special character must be in a position other than the first or last one. This format will ensure that the password is hard to guess. Most systems are capable of being configured to automatically enforce these requirements. Where a system does not mechanically require this format, the users must manually follow the format.
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- 7.8.5 Systems will require users to change their passwords regularly (usually every thirty-one (31) days).
- 7.8.6 Systems are to be configured to prevent users from reusing the same password for six (6) changes/months.
- 7.8.7 Personal passwords must not be shared. A user who has shared his password is responsible for any use made of the password.
- 7.9 Access and Session Control
  - 7.9.1 Destination restrictions will be enforced at remote access Facilities used for access to OSS Interfaces. These connections must be approved by each Party's corporate security organization.
  - 7.9.2 Terminals or other input devices must not be left unattended while they may be used for system access. Upon completion of each work session, terminals or workstations must be properly logged off.
- 7.10 User Authorization
  - 7.10.1 On the destination system, users are granted access to specific resources (e.g. databases, files, transactions, etc.). These permissions will usually be defined for an individual user (or user group) when a user ID is approved for access to the system.
- 7.11 Software and Data Integrity
  - 7.11.1 Each Party shall use a comparable degree of care to protect the other Party's software and data from unauthorized access, additions, changes and deletions as it uses to protect its own similar software and data. This may be accomplished by physical security at the work location and by access control software on the workstation.
  - 7.11.2 All software or data shall be scanned for viruses before use on a Party's corporate Facilities that can be accessed through the direct connection or dial up access to OSS interfaces.
  - 7.11.3 Unauthorized use of copyrighted software is prohibited on each Party's corporate systems that can be accessed through the direct connection or dial up access to OSS Interfaces.
  - 7.11.4 Proprietary software or information (whether electronic or paper) of a Party shall not be given by the other Party to unauthorized individuals. When it is no longer needed, each Party's proprietary software or information shall be returned by the other Party or disposed of securely. Paper copies shall be shredded. Electronic copies shall be overwritten or degaussed.
- 7.12 Monitoring and Audit
  - 7.12.1 To deter unauthorized access events, a warning or no trespassing message will be displayed at the point of initial entry (i.e., network entry or applications with direct entry points). Each Party should have several approved versions of this message. Users should expect to see a warning message similar to this one:  
*"This is a(n) (AT&T-TEXAS or VZW) system restricted to Company official business and subject to being monitored at any time. Anyone using this system expressly consents to such monitoring and to any evidence of unauthorized access, use, or modification being used for criminal prosecution."*
  - 7.12.2 After successful authentication, each session will display the last logon date/time and the number of unsuccessful logon attempts. The user is responsible for reporting discrepancies.

## 8.0 Miscellaneous

- 8.1 To the extent AT&T-TEXAS seeks to recover costs associated with OSS access and connectivity, AT&T-TEXAS shall not be foreclosed from seeking recovery of such costs via negotiation, arbitration, or generic proceeding during the term of this Agreement.
- 8.2 Unless otherwise specified herein, charges for the use of AT&T-TEXAS' OSS, and other charges applicable to pre-ordering, ordering, and provisioning, shall be assessed at the rates set forth in the applicable Pricing Schedule and/or tariffs.
- 8.3 Single Point of Contact:
- 8.3.1 VZW will be the single point of contact with AT&T-TEXAS except that AT&T-TEXAS may accept a request directly from another VZW, or AT&T-TEXAS, acting with authorization of the affected End User. VZW and AT&T-TEXAS shall indicate Letter of Authorization (LOA) proof of End User authorization in accordance with practices outlined on AT&T-TEXAS' Prime Access website. The Parties shall each be entitled to adopt their own internal processes for verification of End User authorization for requests, provided, however, such processes shall comply with applicable state and federal law and industry and regulatory guidelines. AT&T-TEXAS will notify VZW that such a request has been processed but will not be required to notify VZW in advance of such processing.

## 9.0 Service Bureau Provider Arrangement for Shared Access to OSS

- 9.1 AT&T-TEXAS shall allow VZW to access the applicable OSS interfaces, as set forth in this Attachment of the VZW's Wireless Interconnection Agreement, via a Service Bureau Provider under the following terms and conditions.
- 9.2 Notwithstanding any language in this Agreement regarding access to OSS to the contrary, VZW shall be permitted to access AT&T-TEXAS OSS via a Service Bureau Provider as follows:
- 9.2.1 VZW shall be permitted to access AT&T-TEXAS application-to-application OSS interfaces, via a Service Bureau Provider where VZW has entered into an agency relationship with such Service Bureau Provider, and the Service Bureau Provider has executed an Agreement with AT&T-TEXAS to allow Service Bureau Provider to establish access to and use of AT&T-TEXAS' OSS.
- 9.2.2 VZW's use of a Service Bureau Provider shall not relieve VZW of the obligation to abide by all terms and conditions of this Agreement. VZW must ensure that its agent properly performs all OSS obligations of VZW under this Agreement, which VZW delegates to Service Bureau Provider.
- 9.2.3 It shall be the obligation of VZW to provide notice in accordance with the notice provisions of the Two-Way CMRS Interconnection Agreement (Wireless) - General Terms and Conditions whenever it established an agency relationship with a Service Bureau Provider or terminates such a relationship. AT&T-TEXAS shall have a reasonable transition time to establish a connection to a Service Bureau Provider once VZW provides notice. Additionally, AT&T-TEXAS shall have a reasonable transition period to terminate any such connection after notice from VZW that it has terminated its agency relationship with a Service Bureau Provider.

# ATTACHMENT 05 – 911/E911

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## 1.0 Introduction

- 1.1 This Attachment sets forth terms and conditions for 911 Service Access provided by the applicable AT&T-TEXAS owned Incumbent Local Exchange Carrier (ILEC) to VZW's for access to the applicable AT&T-TEXAS-owned ILEC's 911 and E911 Databases, and Interconnection to an AT&T-TEXAS-owned ILEC's 911 Selective Router for the purpose of Call Routing of 911 calls completion to a Public Safety Answering Point (PSAP) as required by Section 251 of the Act.
- 1.2 Wireless E911 Service Access is a service which enables VZW's use of AT&T-TEXAS 911 network service elements which AT&T-TEXAS uses in the provision of E911 Universal Emergency Number/ 911 Telecommunications Services, where AT&T-TEXAS is the 911 service provider. E911 Authority purchases Universal Emergency Number/911 Telecommunications Service from AT&T-TEXAS. Wireless E911 Service Access makes available to VZW only the service configuration purchased by the E911 Authority from AT&T-TEXAS. AT&T-TEXAS shall provide Wireless E911 Service Access to VZW as described in this Attachment, in each area in which (i) VZW is authorized to provide CMRS and (ii) AT&T-TEXAS 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 VZW's Phase I and Phase II E911 obligations.

## 2.0 Definitions

- 2.1 "911 System" means the set of network, database and customer premise equipment (CPE) components required to provide 911 service.
- 2.2 "911 Call(s)" means a call made by an VZW's Wireless End User by dialing "911" (and, as necessary, pressing the "Send" or analogous transmitting button) on a Wireless Handset.
- 2.3 "Automatic Location Identification" or "ALI" means the necessary location data stored in the 911 Selective Routing/ALI Database, which is sufficient to identify the tower and/or face from which a wireless call originates.
- 2.4 "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 VZW name, Call Back Number, and Cell Site/Sector Information.
- 2.5 "Automatic Number Identification" or "ANI" means a signaling parameter that 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's Customer Premise Equipment (CPE) for display.
- 2.6 "Call Back Number" means the Mobile Directory Number (MDN), of a VZW's Wireless End User who has made a 911 Call, which may be used by the PSAP to call back the VZW's Wireless End User if a 911 Call is disconnected, to the extent that it is a valid, dialable number.
- 2.7 "Call Path Associated Signaling" or "CAS" means a wireless 9-1-1 solution set that utilizes the voice transmission path to also deliver the Mobile Directory Number (MDN) and the caller's location to the PSAP.
- 2.8 "Centralized Automatic Message Accounting (CAMA) Trunk" means a trunk that uses Multi-Frequency (MF) signaling to transmit calls from the VZW's switch to an AT&T-TEXAS E911 Selective Router.
- 2.9 "Cell Sector" means a geographic area defined by VZW (according to VZW's own radio frequency coverage data), and consisting of a certain portion or all of the total coverage area of a Cell Site.
- 2.10 "Cell Sector Identifier" means the unique alpha or alpha-numeric designation given to a Cell Sector that identifies that Cell Sector.
- 2.11 "Cell Site/Sector Information" means information that indicates to the receiver of the information the Cell Site location receiving a 911 Call made by a VZW's Wireless End User, and which may also include additional information regarding a Cell Sector.
- 2.12 "Common Channel Signaling/Signaling System 7 Trunk" or "CCS/SS7 Trunk or SS7 Signaling" means a trunk that uses Integrated Services Digital Network User Part (ISUP) signaling to transmit ANI from VZW's switch to an AT&T-TEXAS 911 Selective Routing Tandem.

- 2.13 "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 ALI for 911 systems.
- 2.14 "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 designated as the administrative entity to manage a public emergency telephone system for emergency police, fire, and emergency medical services through the use of one telephone number, 911.
- 2.15 "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.
- 2.16 "E911 Trunk" means one-way terminating circuits which provide a trunk-side connection between VZW's MSC and AT&T-TEXAS 911 Tandem equipped to provide access to 911 services as technically defined in Telcordia Technical Reference GR145-CORE.
- 2.17 "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 trunks and includes ANI, ALI, and/or Selective Routing.
- 2.18 "Emergency Service Number" or "ESN" is 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, or Emergency Service Zone (ESZ). 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 "Emergency Services" means police, fire, ambulance, rescue, and medical services.
- 2.20 "Emergency Service Routing Digits" or "ESRD" is a digit string that uniquely identifies a base station, Cell Site, or sector that may be used to route emergency calls through the network in other than an NCAS environment.
- 2.21 "Emergency Service Routing Key" or "ESRK" is a 10 digit routable, but not necessarily dialable, number that is used not only for routing but also as a correlator, or key, for the mating of data that is provided to the PSAP (a.k.a. 911 Center) by different paths, such as via the voice path and ALI data path in an NCAS environment.
- 2.22 "End User", for purposes of this Attachment only, means the 911 caller.
- 2.23 "Hybrid CAS" means a wireless 911 solution set that utilizes one transmission path to deliver the voice and Mobile Directory Number (MDN) to the PSAP and a separate transmission path to deliver the callers location information to the PSAP.
- 2.24 "Meet Point" means the demarcation between the AT&T-TEXAS network and the VZW network.
- 2.25 "Mobile Directory Number" or "MDN" means a 10-digit dialable directory number used to call a Wireless Handset.
- 2.26 "Mobile Identification Number" or "MIN" means a 10-digit number assigned to and stored in a Wireless Handset.
- 2.27 "NENA Company Identifier" or "NENA ID" means the 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.
- 2.28 "Non-Call path Associated Signaling" or "NCAS" means a wireless 9-1-1 solution set that utilizes one transmission path to deliver the voice and a separate transmission path to deliver the Mobile Directory Number and the caller's location to the PSAP.
- 2.29 "Phase I" - as defined in CC Docket 94-102. Phase I data includes the Call Back Number and the associated 911 ALI.
- 2.30 "Phase II" - as defined in CC Docket 94-102. Phase II data includes XY coordinates, confidence factor and certainty.
- 2.31 "Public Safety Answering Point" or "PSAP" means an answering location for 911 calls originating in a given area. The E911 Authority 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.

- 2.32 "Pseudo Automatic Number Identification (pANI)" is a 10-digit telephone number used to support routing of wireless 911 calls. It is used to either identify the Cell Site and/or cell sector from which the call originates or as part of **range** of pANIs associated with a particular PSAP, and is used to link the ALI record with the caller's MDN.
- 2.33 "Selective Routing" means the routing of a 911 call to the proper PSAP based upon the location of the caller. Selective Routing is controlled by the ESN which is derived from the customer location.
- 2.34 "Service Provider" means an entity that provides one or more of the following 911 elements; network, database, or CPE.
- 2.35 "Shell Record" means a partial ALI record which requires a dynamic update of the ESRK, Call Back Number, Cell Site and Sector Information for a Phase I deployment, and XY location data for a Phase II deployment. The dynamic update requires input from the VZW's network prior to updating the ALI record and forwarding to the appropriate PSAP.
- 2.36 "Wireless Handset" means the wireless equipment used by a wireless end user to originate wireless calls or to receive wireless calls.

### 3.0 AT&T-TEXAS Responsibilities

- 3.1 AT&T-TEXAS 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 AT&T-TEXAS is the 911 service provider. AT&T-TEXAS shall provide 911 Service to VZW in areas where VZW is licensed to provide service and AT&T-TEXAS provides the 911 System component. In such situations, AT&T-TEXAS shall provide VZW access to the AT&T-TEXAS 911 System as described in this section.

#### 3.2 Call Routing

- 3.2.1 AT&T-TEXAS will route 911 calls from the AT&T-TEXAS SR to the designated Primary PSAP according to routing criteria specified by the PSAP.
- 3.2.2 When routing a 911 call and where AT&T-TEXAS is the ALI Database Provider, in a Phase I application, AT&T-TEXAS will forward the Phase I data as provided by the VZW and in a Phase II application, where Phase II service has been initiated by the PSAP, AT&T-TEXAS will forward the Phase I and Phase II data as provided by the VZW.

#### 3.3 Facilities and Trunking

- 3.3.1 AT&T-TEXAS shall provide and maintain sufficient dedicated E911 trunks from AT&T-TEXAS' SR's to the PSAP of the E911 Authority, according to provisions of the applicable State Commission approved tariff and documented specifications of the E911 Authority.
- 3.3.2 After receiving VZW's order, AT&T-TEXAS will provide, and VZW agrees to pay for, transport facilities required for 911 trunk termination. Except as provided in Section 8.1, transport facilities shall be governed by the applicable AT&T-TEXAS tariff within the serving state. Additionally, when VZW requests diverse facilities, AT&T-TEXAS will provide such diversity where technically feasible, at standard tariff rates.
- 3.3.3 AT&T-TEXAS and VZW will cooperate to promptly test all Trunks and Facilities between VZW's network and the AT&T-TEXAS SR(s).
- 3.3.4 AT&T-TEXAS will be responsible for the coordination and restoration of all 911 network maintenance problems to VZW's facility Meet Point.

#### 3.4 Database

- 3.4.1 Where AT&T-TEXAS manages the 911 and E911 Databases and VZW deploys a CAS or Hybrid-CAS Solution, and also NCAS in AT&T-TEXAS, utilizing AT&T-TEXAS E911 DBMS:
- 3.4.1.1 AT&T-TEXAS shall store the VZW's Shell records in the electronic data processing database for the E911 DBMS.
- 3.4.1.2 AT&T-TEXAS shall coordinate access to the AT&T-TEXAS E911 DBMS for the initial loading and updating of the VZW's records.

- 3.4.1.3 AT&T-TEXAS' ALI database shall accept electronically transmitted files that are based upon NENA standards.
- 3.4.1.4 VZW's designated third-party provider may perform the above database functions.
- 3.4.2 In AT&T-13STATE where AT&T-13STATE manages the 911 and E911 Databases, and VZW deploys an NCAS solution:
  - 3.4.2.1 AT&T-13STATE will provide a copy of the static MSAG received from the appropriate E911 Authority, to be utilized for the development of Shell ALI Records.

## 4.0 VZW Responsibilities

### 4.1 Call Routing

- 4.1.1 Where AT&T-TEXAS is the 911 System Service Provider, VZW will route 911 calls from VZW's MSC to the AT&T-TEXAS SR office of the 911 system.
- 4.1.2 Depending upon the network service configuration, VZW will forward the ESRD and the MDN of the party calling 911 or the ESRK associated with the specific PSAP to the AT&T-TEXAS 911 SR.

### 4.2 Facilities and Trunking

- 4.2.1 Where specified by the E911 Authority or PSAP, VZW shall provide or order from AT&T-TEXAS transport and trunk termination to each AT&T-TEXAS 911 SR that serves the areas in which VZW is licensed to and will provide CMRS service.
- 4.2.2 VZW shall be responsible for determining and maintaining facility transport capacity sufficient to route 911 traffic over trunks dedicated for 911 interconnection between the VZW's MSC and the AT&T-TEXAS SR.
- 4.2.3 VZW acknowledges that its End Users in a single local calling scope may be served by different SRs and VZW shall be responsible for providing facilities to route 911 calls from its End Users to the proper E911 SR.
- 4.2.4 VZW shall order a minimum of two (2) one-way outgoing trunk(s) dedicated for originating 911 Emergency Service calls from the VZW's MSC to each AT&T-TEXAS 911 SR, where applicable. Where SS7 connectivity is available and required by the applicable PSAP, the Parties agree to implement CCS/SS7 trunks rather than CAMA (MF) trunks.
- 4.2.5 VZW is responsible for appropriate diverse facilities if required by applicable State Commission rules and regulations or if required by other governmental, municipal, or regulatory authority with jurisdiction over 911 services.
- 4.2.6 VZW shall engineer its 911 trunks to maintain a minimum P.01 grade of service as specified by NENA standards.
- 4.2.7 In order to implement E911 Service, VZW or its agent is responsible for ordering the appropriate data circuit as specified by AT&T-TEXAS technical reference located on the appropriate AT&T CLEC Online website, from VZW's MSC to the appropriate AT&T-TEXAS ALI server where AT&T-TEXAS is the designated ALI Database Provider. Such data circuit may be ordered from AT&T-TEXAS affiliate or vendor of VZW's choice.
- 4.2.8 VZW shall monitor its 911 circuits for the purpose of determining originating network traffic volumes. If VZW's traffic study indicates that additional circuits are needed to meet the current level of 911 call volumes, VZW shall request additional circuits from AT&T-TEXAS.
- 4.2.9 VZW will cooperate with AT&T-TEXAS to promptly test all 911 trunks and facilities between VZW's network and the AT&T-TEXAS 911 Selective Router(s) to assure proper functioning of 911 service. VZW agrees that it will not pass live 911 traffic until both Parties complete successful testing.
- 4.2.10 VZW is responsible for the isolation, coordination and restoration of all 911 network maintenance problems to VZW's facility point of interconnection (POI). VZW is responsible for advising AT&T-TEXAS of the circuit identification and the fact that the circuit is a 911 circuit when notifying AT&T-TEXAS of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. AT&T-TEXAS will refer network trouble to VZW if no defect is found in AT&T-TEXAS's 911 network. The Parties agree that 911 network problem resolution will be managed expeditiously at all times.

#### 4.3 Database

4.3.1 Where AT&T-TEXAS is the 911 System Service Provider, and VZW deploys a CAS or Hybrid CAS or NCAS Solution utilizing AT&T-TEXAS 911 DBMS:

4.3.1.1 VZW or its agent shall be responsible for providing VZW's Shell Records, and all associated records (i.e. NPA NXX table form and MPC Cross Reference form) to AT&T-TEXAS or AT&T-TEXAS' designated agent, for inclusion in AT&T-TEXAS' DBMS, Selective Router and MPC Cross Reference tables on a timely basis in an electronic format based upon established NENA standards and as directed in the Wireless E911 Carrier Guide (located on the AT&T-TEXAS Prime Access website. VZW or its agent shall provide initial and ongoing updates of VZW's ALI records that are in electronic format based upon established NENA Standards.

4.3.1.2 VZW shall adopt use of a Company ID on all VZW Shell Records in accordance with NENA standards. The Company ID is used to identify the VZW of record in facility configurations.

4.3.1.3 VZW is responsible for providing updates to AT&T-TEXAS 911 DBMS; in addition, VZW is responsible for correcting any errors that may occur during the entry of their data as reflected on the status and error report.

#### 4.4 Other

4.4.1 VZW 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 VZW and/or End Users by any municipality or other governmental entity within whose boundaries the VZW provides CMRS.

4.4.2 In the event that there is a valid E911 Phase II PSAP request, VZW shall notify AT&T-TEXAS 911 Account Manager at least five (5) months prior to VZW's proposed Phase II implementation state.

### 5.0 Responsibilities Of Both Parties

5.1 The Parties shall jointly coordinate the provisioning of transport capacity sufficient to route originating 911 calls from the VZW's MSC to the designated AT&T-TEXAS 911 Selective Router(s).

### 6.0 Methods and Practices

6.1 With respect to all matters covered by this Attachment, 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 AT&T-TEXAS' applicable Commission ordered tariff(s) and (iv) the principles expressed in the recommended standards published by NENA. AT&T-TEXAS Wireless 911 Customer Guides are located on appropriate AT&T-TEXAS Prime Access website.

### 7.0 Contingency

7.1 The terms and conditions of this Attachment represent a negotiated plan for providing access to 911 and E911 Databases, and Interconnection to an AT&T-TEXAS-owned ILEC 911 Selective Router for the purpose of Call Routing of 911 calls completion to a Public Safety Answering Point (PSAP) as required by Section 251 of the Act.

7.2 The Parties agree that the E911 Service is provided for the use of the E911 Authority, and recognize the authority of the E911 Authority to establish service specifications and grant final approval (or denial) of service configurations offered by AT&T-TEXAS and VZW.

### 8.0 Basis Of Compensation

8.1 VZW shall compensate AT&T-TEXAS for the elements described in the Pricing Schedule at the rates set forth in the Pricing Schedule on a going forward basis. There shall be no true up or price adjustments for process charged for wireless 911 implementations accomplished via prior agreement or tariff prior to the effective date of this Attachment. Rates for access to 911 and E911 Databases, Interconnection and call routing of E911 call completion to a Public Safety Answering Point (PSAP) as required by Section 251 of the Act are set forth in the Pricing Schedule or applicable AT&T-TEXAS Commission-approved access tariff. In addition, the Parties acknowledge that the interim rates set forth in the Attachment are based on the pricing methodology set forth in the Letter from Thomas J. Sugrue, Chief Wireless Telecommunications Bureau, FCC to Marlys R. Davis, E-911 Program Manager, King

County E-911 Program Office, dated May 7, 2001 (“King County Letter” and affirmed in The Order on Reconsideration In the matter of Revision of the Commission’s Rules To Ensure Compatibility with Enhanced 911 Emergency Calling Systems Request of King County, Washington (FCC 02-146). In the event that the final pricing methodology that is adopted in a particular State differs from the King County Letter methodology, the Parties agree to true up or true down the rates charged and amounts paid back to September 1, 2002. Except as set forth above, in the event AT&T-TEXAS files a new or revised tariff after the effective date of this Attachment (“New Tariff”) containing rates for one or more of the elements described in the Pricing Schedule that vary from rates contained in a prior approved tariff or the rates specified in the Pricing Schedule, or if such New Tariff contains additional or different elements, when the rates or elements in the New Tariff become effective, such rates or elements shall apply to the corresponding elements on a going forward basis from the date the rates in the New Tariff become effective. Finally, the failure of the Pricing Schedule to list charges for the data circuit does not negate any such charges for the data circuit, should VZW elect to purchase such data circuit from an AT&T-TEXAS affiliate.

8.2 Charges for E911 Service shall begin once the Trunks and Facilities are installed and successfully tested between VZW’s network and AT&T-TEXAS SR(s) and have been accepted by the VZW.

## 9.0 Mutuality

9.1 VZW agrees that to the extent it offers the type of services covered by this Attachment to any company, that should AT&T-TEXAS request such services, VZW will provide such services to AT&T-TEXAS under terms and conditions comparable to the terms and conditions contained in this Attachment.

# TRANSIT TRAFFIC SERVICE ATTACHMENT (WIRELESS)

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## TRANSIT TRAFFIC SERVICE ATTACHMENT (WIRELESS)

### 1. INTRODUCTION

- 1.1 This Transit Traffic Service Attachment (Wireless) ("Attachment") sets forth the rates, terms and conditions of AT&T-TEXAS' Transit Traffic Service as a Transit Service Provider. AT&T-TEXAS' Transit Traffic Service is provided to other Telecommunications Carriers for Telecommunications traffic that does not originate with (or terminate to) the Transit Service Provider's end user. Transit Traffic Service allows Verizon Wireless (VZW) to exchange VZW originated traffic with a Third Party Terminating Carrier to which it is not directly interconnected and receive traffic originated by a Third Party Originating Carrier utilizing AT&T-TEXAS' Transit Traffic Service.
- 1.2 This Attachment incorporates the provisions of a transiting arrangement as it relates to AT&T-TEXAS' provision of Transit Traffic Service as a Transit Service Provider to VZW, a wireless service provider, that offers Commercial Mobile Radio Service, as provided by FCC orders, rules and regulations).

### 2. DEFINITIONS

- 2.1 "**800 IntraLATA Toll Traffic**" is defined as traffic that originates from VZW's end user that utilizes a dialing sequence that invokes toll-free, 800-like, service processing, that terminates to an end user served by a Third Party Terminating Carrier, whereby the Third Party Terminating Carrier is both the Section 251(b)(5) Traffic Provider and the IntraLATA toll provider (not sent through an IXC or an intermediary). "800 IntraLATA Toll Traffic" includes but is not limited to calls placed to 800, 877, 888, ("8YY") NPA Service Access Codes (SAC).
- 2.2 "**IntraLATA InterMTA Traffic**" is defined as traffic exchanged between VZW's end users and the end users of a LEC Third Party Terminating Carrier which subtends an AT&T-TEXAS Tandem, whereby, at the beginning of the call, the Transit Traffic originates in one Major Trading Area ("MTA") and terminates in another MTA, but where the call both originates and terminates within the same LATA. Such IntraLATA InterMTA Traffic must terminate to a Third Party Terminating Carrier's end user, whereby the Third Party Terminating Carrier does not send the Transit Traffic through an IXC or an intermediary.
- 2.3 "**Third Party Originating Carrier**" means a Telecommunications Carrier (*i.e.*, a Competitive Local Exchange Carrier (CLEC), an Incumbent Local Exchange Carrier (ILEC), a Commercial Mobile Radio Service (CMRS) provider or an Out-of Exchange Local Exchange Carrier (OELEC), but specifically excluding an Interexchange Carrier (IXC)) that originates Transit Traffic that transits AT&T-TEXAS' network and is delivered to VZW.
- 2.4 "**Third Party Terminating Carrier**" means a Telecommunications Carrier to which traffic is terminated when VZW uses AT&T-TEXAS' Transit Traffic Service (*i.e.*, a Competitive Local Exchange Carrier (CLEC), an Incumbent Local Exchange Carrier (ILEC), a Commercial Mobile Radio Service (CMRS) provider or an Out of Exchange Local Exchange Carrier (OELEC), but specifically excluding an Interexchange Carrier (IXC)).
- 2.5 "**Third Party Telecommunications Carrier**" means a Telecommunications Carrier as defined in the Act not a party to this agreement.
- 2.6 "**Transit Service Provider**" means AT&T-TEXAS when providing its Transit Traffic Service.
- 2.7 "**Transit Traffic**" means all Section 251(b)(5) Traffic, ISP-Bound Traffic, IntraLATA InterMTA Traffic, and/or 800 IntraLATA Toll Traffic delivered via the Transit Traffic Service.
- 2.8 "**Transit Traffic Service**" is an optional switching and intermediate transport service provided by AT&T-TEXAS to VZW where VZW is directly interconnected with an AT&T-TEXAS Tandem. AT&T-TEXAS neither originates nor terminates Transit Traffic on its network, but acts only as an intermediary. For the purposes of this Attachment, Transit Traffic Service is a service that is limited to Section 251(b)(5) Traffic, ISP-Bound Traffic, IntraLATA InterMTA Traffic, and 800 IntraLATA Toll Traffic destined to the end users

of a Third Party Terminating Carrier and is routed utilizing an AT&T-TEXAS Tandem Switch where an AT&T-TEXAS end user is neither the originating nor the terminating party.

### 3. RESPONSIBILITIES OF THE PARTIES

- 3.1 AT&T-TEXAS will provide VZW with AT&T-TEXAS' Transit Traffic Service to all Third Party Terminating Carriers with whom AT&T-TEXAS is interconnected, but only in the LATA, or outside of the LATA to the extent a LATA boundary waiver exists.
- 3.2 VZW shall have a MEET POINT BILLING ARRANGEMENT as described in Attachment 02 Network Interconnection of the Interconnection Agreement with AT&T-22STATE.
- 3.3 A Transit Traffic Service rate applies to all Transit Traffic that originates on VZW's network. The Transit Traffic Service rate is only applicable when calls terminate to a Third Party Terminating Carrier.
- 3.4 The Transit Traffic Service rate applies to all minutes of use ("MOUs") when VZW sends Transit Traffic to a Third Party Terminating Carrier's network. VZW agrees to compensate AT&T-TEXAS for the Transit Traffic Service provided at the rate set forth in the attached Transit Traffic Service Appendix Pricing, as applicable.
- 3.5 Each Party to this Agreement will be responsible for the accuracy and quality of its data submitted to the other Party.
- 3.6 The rates that AT&T-TEXAS shall charge VZW for the Transit Traffic Service is outlined in Section 6 below and attached Transit Traffic Service Appendix Pricing.

#### VZW Originated

- 3.7 VZW has the sole obligation to enter into traffic compensation arrangements with Third Party Terminating Carriers. In no event will AT&T-TEXAS have any liability to VZW or any Third Party if VZW does not have a traffic compensation arrangement with a Third Party Terminating Carrier. In the event VZW originates Transit Traffic destined for a Third Party Terminating Carrier with which VZW does not have a traffic compensation arrangement, then VZW will indemnify, defend and hold harmless AT&T-TEXAS against any and all Losses including, without limitation, charges levied by such Third Party Terminating Carrier. The Third Party Terminating Carrier and AT&T-TEXAS will bill their respective charges directly to VZW. AT&T-TEXAS will not be required to function as a billing intermediary (*e.g.* clearinghouse). Under no circumstances will AT&T-TEXAS be required to pay any termination charges to the Third Party Terminating Carrier.
- 3.8 In the event VZW originates Transit Traffic destined for a Third Party Terminating Carrier with which VZW does not have a traffic compensation arrangement and a regulatory agency or court orders AT&T-TEXAS to pay such Third Party Telecommunications Carrier termination charges for the Transit Traffic AT&T-TEXAS has delivered, VZW will indemnify AT&T-TEXAS for any charges, costs, expenses or other liability related to such order, including but not limited to termination charges, interest, and any billing and collection costs. In the event of any such proceeding, AT&T-TEXAS agrees to allow VZW to participate as a party.
- 3.9 VZW will be responsible for sending the Calling Party Number (CPN) for calls delivered to the network of AT&T-TEXAS. VZW shall not strip, alter, modify, add, delete, change, or incorrectly assign or re-assign any CPN. If AT&T-TEXAS identifies improper, incorrect, or fraudulent use of local exchange services or identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN, VZW agrees to cooperate to investigate and take corrective action. If VZW is passing CPN but AT&T-TEXAS is not properly receiving information, VZW will work cooperatively to correct the problem. If the CPN is not received from VZW, AT&T-TEXAS can not forward the CPN and VZW will indemnify, defend, and hold harmless AT&T-TEXAS from any and all Losses arising out of the failure of any traffic transiting AT&T-TEXAS's network to have CPN.



- 3.10 VZW, as a Telecommunications Carrier originating traffic, has the sole responsibility of providing appropriate information to identify transiting traffic to Third Party Terminating Carriers. AT&T-TEXAS may provide billing information to Third Party Terminating Carriers to assist with the identification of traffic.

#### **VZW Terminated**

- 3.11 VZW shall not charge AT&T-TEXAS when AT&T-TEXAS provides Transit Traffic Service as the Transit Service Provider for calls terminated to VZW.
- 3.12 When AT&T-TEXAS, operating as a Transit Service Provider, routes Transit Traffic to VZW from a Third Party Originating Carrier, AT&T-TEXAS agrees to pass the originating CPN information to VZW as provided by the Third Party Originating Carrier.
- 3.13 The Third Party Originating Carrier is responsible for sending the CPN for calls originating on its network and passed to the network of VZW from AT&T-TEXAS serving as the Transit Service Provider. Where AT&T-TEXAS is providing a Transit Traffic Service, AT&T-TEXAS will pass the Calling Party Number (CPN), if it is received from a Third Party Originating Carrier. If the CPN is not received from the Third Party Originating Carrier, AT&T-TEXAS can not forward the CPN; therefore, VZW will indemnify, defend and hold harmless AT&T-TEXAS from any resultant Losses. If AT&T-TEXAS or VZW identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN from Third Party Originating Carrier, VZW agrees to cooperate to work with Third Party Originating Carrier to investigate and take corrective action. If Third Party Originating Carrier is passing CPN but AT&T-TEXAS or VZW is not properly receiving information, VZW will work cooperatively to correct the problem.
- 3.14 VZW agrees to seek terminating compensation directly from the Third Party Originating Carrier. AT&T-TEXAS, as the Transit Service Provider, will not be obligated to pay for Transit Traffic as the default originator.

#### **4. TRANSIT TRAFFIC ROUTING**

- 4.1 In each LATA in which VZW has one or more MSCs and desires to exchange Transit Traffic through AT&T-TEXAS, VZW shall trunk from each of its MSCs to all AT&T-TEXAS Tandems in such LATA; or, in the event VZW has no MSC in a LATA in which it desires to exchange Transit Traffic through AT&T-TEXAS, VZW shall establish one or more POIs within such LATA and trunk from each of its POIs to all AT&T-TEXAS Tandems in such LATA.
- 4.2 VZW shall route Transit Traffic destined to any Third Party Terminating Carrier to the appropriate AT&T-TEXAS Tandem Switch that is subtended by such Third Party Terminating Carrier's switch.
- 4.3 Transit Traffic not routed to the appropriate AT&T-TEXAS Tandem shall be considered misrouted. Transit Traffic routed at or through any AT&T-TEXAS End Office Switch shall be considered misrouted.
- 4.4 Upon written notification from AT&T-TEXAS of misrouting of Transit Traffic by VZW as identified above, VZW will take appropriate action and correct such misrouting within a reasonably practical period of time no longer than 60 days after receipt of notification of such misrouting.
- 4.5 Facilities and trunking will be pursuant to Attachment 02-Network Interconnection of this Agreement, or as otherwise mutually agreed in writing, and will be utilized for the routing of Transit Traffic.

#### **5. TANDEM TRUNKING AND DIRECT TRUNKING REQUIREMENTS**

- 5.1 When Transit Traffic between VZW and a Third Party Terminating Carrier (*i.e.*, CLEC, ILEC, CMRS provider or OELEC) through an AT&T-TEXAS Tandem requires twenty-four (24) or more fully utilized Trunks for three consecutive months, upon AT&T-13TATE's written request, VZW shall establish a direct Trunk Group or alternate transit arrangement between itself and such Third Party Terminating Carrier within sixty (60) calendar days. VZW shall route Transit Traffic via AT&T-TEXAS Tandem Switches, and not at or through any AT&T-TEXAS End Offices. Once this Trunk Group has been established, VZW agrees to cease routing Transit Traffic through the AT&T-TEXAS Tandem as provided above, to the Third Party Terminating Carrier, unless the Parties mutually agree otherwise.

## 6. TRANSIT TRAFFIC RATE APPLICATION

- 6.1 The Transit Traffic Services rate applies to all Conversation Minutes of Use ("MOUs") when VZW sends Transit Traffic to a Third Party Terminating Carrier's network through AT&T-TEXAS' tandem switch where an AT&T-TEXAS end user is neither the originating nor the terminating party. VZW agrees to compensate AT&T-TEXAS operating as the Transit Service Provider at the Transit rates set forth in Section 4 of the Pricing Schedule.

## 7. RESERVATION OF RIGHTS/INTERVENING LAW

- 7.1 In entering into this Agreement, this Attachment, 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). 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 this Attachment and/or otherwise affects the rights or obligations of either Party that are addressed by this Agreement or this Attachment, 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 or this Attachment. 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.
- 7.2 In entering into this Agreement and this Attachment, each Party agrees to abide by and honor the rates, terms, conditions set forth in this Agreement and this Attachment without challenging its provisions throughout the Term of this Agreement.

# PRICING SCHEDULE

## Table of Contents

**Section**

**Section Number**

Pricing Schedule ..... 1.0

## 1.0 Pricing Schedule

1.1 This Pricing Schedule Attachment sets forth the pricing terms and conditions that apply to the Parties' Two-Way Commercial Mobile Radio Service (CMRS) Interconnection Agreement (Wireless) (the "Agreement") to which this Pricing Schedule is attached. References to the Agreement include all Attachments thereto, including this Pricing Schedule Attachment. The rate tables included in this Attachment may be divided into categories. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Attachment or the Agreement.

### 1.2 Notice to Adopting CMRS Providers ("CMRSs")

1.2.1 Notwithstanding anything to the contrary in this Pricing Schedule Attachment or in the Agreement, in the event that any CMRS PROVIDER should seek to adopt the Agreement pursuant to Section 252(i) of the Act ("Adopting CMRS PROVIDER"), the Adopting CMRS PROVIDER will be entitled to the current rates set forth in this Agreement as of the date that the adopted Agreement becomes effective between the Parties, e.g., if the adopted agreement becomes effective upon approval of the applicable state Commission, ("MFN Effective Date") the then current rates become effective on the MFN Effective Date on a prospective basis only. Nothing in the Agreement shall entitle an Adopting CMRS PROVIDER to retroactive application of any rates under this Agreement to any date prior to the MFN Effective Date, and any Adopting CMRS PROVIDER is foreclosed from making any such claim hereunder. Notwithstanding the foregoing, all pricing factors contained in this Pricing Schedule Attachment, such as the Shared Facility Factor and InterMTA Percentage, are CMRS PROVIDER-specific, and when any CMRS PROVIDER seeks to adopt the Agreement pursuant to Section 252(i) of the Act, the Parties shall negotiate CMRS PROVIDER-specific factors.

1.2.2 AT&T-TEXAS' obligations, pursuant to the General Terms and Conditions, are solely to provide Interconnection Services for which rates, terms and conditions are provided for in this Agreement and/or applicable tariff. Accordingly, to the extent VZW orders a product or service for which there are no rates, terms or conditions contained in this Agreement and/or applicable tariff, AT&T-TEXAS may reject the order.

### 1.3 Recurring Charges

1.3.1 Unless otherwise identified in the Pricing Tables, where rates are shown as monthly, a month is defined as a thirty (30) day calendar month. The minimum term for each monthly-rated Interconnection Services will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. Where rates are determined according to distance, the mileage will be calculated on the airline distance involved between the locations, using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff FCC No 4. When the calculation results in a fraction of a mile, AT&T-TEXAS will round up to the next whole mile to determine the mileage and then apply the applicable rate.

### 1.4 Non-Recurring Charges:

1.4.1 Where rates consist of per occurrence charges, such rates are classified as "Non-Recurring Charges."

1.4.2 VZW shall pay any applicable service order processing/administration charges for each service order submitted by VZW to AT&T-TEXAS to process requests for installation, disconnection, rearrangement, or change, or record order.

**PRICING SHEET (WIRELESS)****TEXAS****ATTACHMENT 2 - NETWORK INTERCONNECTION**

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

Type 2A	Type 2B	Type 1
\$ .0007	\$ .0007	\$ .0007
2. Shared Facility Factor
  - 2.1 The VZW Shared Facility Factor for one-way land-to-mobile facilities is 0.63
3. Originating Party Uses Terminating Party's Facilities (for both DS1 and high bandwidth facilities) may be paid on a flat rate of \$21.82 per month per 200,000 MOUs of Land to Mobile traffic billed by VZW or as an MOU additive of \$0.0001091 per MOU billed by VZW. If VZW elects to bill **AT&T-TEXAS** at the MOU additive, it will utilize the Surrogate Billing factor (identified in Section 4.1 below) to determine **AT&T-TEXAS**' originated land-to-mobile traffic MOUs. **AT&T-TEXAS**' proportionate Facility MOUs will be equal to the **AT&T-TEXAS** land-to-mobile Reciprocal Compensation MOUs.
4. Surrogate Billing Factor
  - 4.1 **AT&T-TEXAS** originated land-to-mobile traffic is 0.39
  - 4.2 VZW to **AT&T-TEXAS** mobile-to-land traffic is 0.61
5. Terminating InterMTA Traffic Rates
  - 5.1 Terminating InterState/IntraState InterMTA Traffic Rate \$.003746
6. Originating Landline to CMRS InterMTA Traffic Rate
  - 6.1 Originating Landline to CMRS InterMTA Traffic Rate \$.003746
  - 6.2 Originating Landline to CMRS InterMTA Traffic Percent 4%
7. Transit Traffic
  - 7.1 Transit Traffic Rate per minute of use until June 30, 2010 \$.000947
  - 7.2 Transit Traffic Rate per minute of use effective July 1, 2010 \$.000960
8. Other Charges
  - 8.1 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-TEXAS**' applicable interstate Access Services tariff.

**ATTACHMENT 5 – 911/E911**

Trunk Charge per Trunk:

Monthly	\$39.00
Non-Recurring	\$165.00

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

# **AT&T Wholesale Amendment**

**AMENDMENT TO THE AGREEMENT  
BETWEEN  
VERIZON WIRELESS  
AND  
SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T TEXAS**

This Amendment (the "Amendment") amends the Two-Way CMRS Interconnection Agreement by and between Southwestern Bell Telephone Company d/b/a AT&T Texas hereinafter referred to as "AT&T" and the entities listed on the signature page of this Amendment d/b/a Verizon Wireless ("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 Two-Way CMRS Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1996 for Commercial Mobile Radio Service (CMRS), approved June 2, 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 call, Section 251(b)(5) Calls, Section 251(b)(5) call, Section 251(b)(5) Calls traffic, Section 251(b)(5) Calls Traffic and 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 the terminating InterMTA Traffic rate 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 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. This Amendment shall be filed with and is subject to approval by the State Commission and shall become effective ten (10) days following approval by such Commission ("Amendment Effective Date").

Alltel Communications Investment, Inc.  
d/b/a Verizon Wireless

Southwestern Bell Telephone Company d/b/a AT&T Texas  
by AT&T Services, Inc., its authorized agent

Alltel Communications, LLC d/b/a Verizon Wireless

Alltel Communications Southwest Holding, Inc.  
d/b/a Verizon Wireless

Alltel Communications Wireless, Inc. d/b/a  
Verizon Wireless

Cellco Partnership d/b/a/ Verizon Wireless

Dallas MTA, L.P. d/b/a Verizon Wireless  
By Verizon Wireless Texas, LLC, its general partner

GTE Mobilnet of South Texas Limited Partnership  
d/b/a Verizon Wireless  
by San Antonio MTA, L.P., its general partner  
by Verizon Wireless Texas, LLC, its general partner

GTE Mobilnet of Texas RSA #17 Limited Partnership  
d/b/a Verizon Wireless  
by San Antonio MTA, L.P., its general partner  
by Verizon Wireless Texas, LLC, its general partner

San Antonio MTA, L.P. d/b/a Verizon Wireless  
by Verizon Wireless Texas, LLC, its general partner

Texas RSA #11B Limited Partnership d/b/a  
Verizon Wireless  
By Alltel Communications LLC, Its General Partner

Texas RSA 7B2 Limited Partnership d/b/a  
Verizon Wireless  
By Alltel Communications LLC, Its General Partner

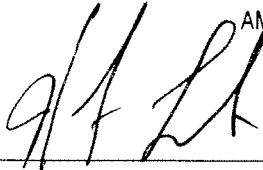
Tyler/Longview/Marshall MSA Limited Partnership  
d/b/a Verizon Wireless  
By Alltel Communications, Its General Partner

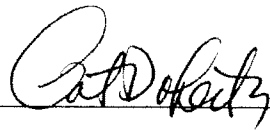
Verizon Wireless Telecom, Inc. d/b/a Verizon Wireless

Verizon Wireless Texas, LLC d/b/a Verizon Wireless

WWC License L.L.C. d/b/a Verizon Wireless  
By Alltel Communications LLC, Its Sole Member

WWC Texas RSA Limited Partnership db/a  
Verizon Wireless  
By Alltel Communications LLC, Its General Partner

Signature: 

Signature: 

Name: Hans Leutenegger  
(Print or Type)

Name: Patrick Doherty  
(Print or Type)

Title: Area Vice President - Network  
(Print or Type)

Title: Director - Regulatory  
(Print or Type)

Date: 5/23/12

Date: 5-31-12

State	ACNA(s)	CLEC OCN
TEXAS	AAK, CCQ, GMT, MMZ, PCF, PPM	6506, 5818

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	TX	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2A				\$0.00			MOU
W2	TX	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2E				\$0.00			MOU
W2	TX	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 1				\$0.00			MOU