

AT&T Wholesale Agreement

Contract Number: 9284

**INTERCONNECTION AGREEMENT FOR A WIRELESS SYSTEM
UNDER SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996**

Dated as of November 30, 1999

by and between

**AMERITECH INFORMATION INDUSTRY SERVICES,
a division of Ameritech Services, Inc.
on behalf of Ameritech Indiana**

and

BELLSOUTH CELLULAR CORP.

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TABLE OF CONTENTS

	Page
1. DEFINITIONS	1
2. INTERPRETATION AND CONSTRUCTION	1
3. INTERCONNECTION PURSUANT TO SECTION 251(C)(2)	2
3.1 <u>Scope</u>	2
3.2 <u>Interconnection Points and Methods</u>	2
3.3 <u>Modifications</u>	3
3.4 <u>Signaling</u>	3
3.5 <u>SS7 Services</u>	4
4. TRANSMISSION AND ROUTING OF LOCAL TRAFFIC	6
4.1 <u>Scope of Traffic</u>	6
4.2 <u>Trunk Group Architecture and Traffic Routing</u>	6
4.3 <u>Direct Trunking of Mobile to Land Traffic</u>	7
4.4 <u>Reports</u>	7
4.5 <u>Measurement and Billing</u>	7
5. TRANSMISSION AND ROUTING OF ACCESS TRAFFIC	7
5.1 <u>Responsibility Generally</u>	7
5.2 <u>Scope of Traffic</u>	8
5.3 <u>Trunk Group Architecture and Traffic Routing</u>	8
6. TRUNKING	9
6.1	9
6.2	9
7. RECIPROCAL COMPENSATION	9
7.1 <u>Generally</u>	9
7.2 <u>Origination and Termination Points</u>	10
7.3 <u>Regulatory Approval</u>	10
7.4 <u>Traffic Not Subject to Reciprocal Compensation</u>	10
7.5 <u>InterMTA Traffic</u>	10
8. SPECIALIZED TRAFFIC	10
8.1 <u>Transit Service</u>	11
8.2 <u>Toll Carrier Arrangements</u>	12
8.3 <u>900/976 Traffic</u>	12

9.	GENERAL RESPONSIBILITIES OF THE PARTIES	12
9.1	<u>Cooperation</u>	13
9.2	<u>Non-Binding Forecasts</u>	13
9.3	<u>Facilities</u>	13
9.4	<u>Network Management</u>	13
9.5	<u>Sole Responsibility</u>	15
9.6	<u>Fraud</u>	15
9.7	<u>NXN Codes</u>	15
9.8	<u>LERG Listings</u>	15
9.9	<u>Systems Update</u>	15
9.10	<u>Insurance</u>	15
9.11	<u>STPs</u>	15
10.	BILLING	16
10.1	<u>Payment Of Charges</u>	16
10.2	<u>Interest on Unpaid Amounts</u>	16
10.3	<u>No Netting</u>	16
10.4	<u>Adjustments</u>	16
11.	TERM AND TERMINATION	16
11.1	<u>Term</u>	17
11.2	<u>Renegotiation of Certain Terms</u>	17
11.3	<u>Default</u>	17
11.4	<u>Payment Upon Expiration or Termination</u>	17
12.	INDEMNIFICATION	17
12.1	<u>General Indemnity Rights</u>	17
12.2	<u>Indemnification Procedures</u>	18
13.	LIMITATION OF LIABILITY	19
13.1	<u>Limited Responsibility</u>	19
13.2	<u>Apportionment of Fault</u>	19
13.3	<u>Limitation of Damages</u>	19
13.4	<u>Limitation in Tariffs</u>	20
13.5	<u>Force Majeure</u>	20
14.	DISCLAIMER OF REPRESENTATION AND WARRANTIES	20
15.	REGULATORY APPROVAL	20
15.1	<u>Commission Approval</u>	21
15.2	<u>Regulatory Changes</u>	21
15.3	<u>Amendment or Other Changes to the Act; Reservation of Rights</u>	21
16.	DISPUTES	21

16.1	<u>Disputed Amounts</u>	22
16.2	<u>Dispute Escalation and Resolution</u>	23
16.3	<u>Equitable Relief</u>	24
16.4	<u>Failure to Pay Undisputed Amounts</u>	24
17.	MISCELLANEOUS	24
17.1	<u>Authorization</u>	24
17.2	<u>Compliance</u>	24
17.3	<u>Independent Contractor</u>	24
17.4	<u>Confidentiality</u>	25
17.5	<u>Governing Law</u>	26
17.6	<u>Taxes</u>	26
17.7	<u>Non-Assignment</u>	26
17.8	<u>Non-Waiver</u>	27
17.9	<u>Notices</u>	27
17.10	<u>Publicity and Use of Trademarks or Service Marks</u>	28
17.11	<u>Joint Work Product</u>	28
17.12	<u>No Third Party Beneficiaries; Disclaimer of Agency</u>	28
17.13	<u>No License</u>	29
17.14	<u>Technology Upgrades</u>	29
17.15	<u>Survival</u>	29
17.16	<u>Scope of Agreement</u>	29
17.17	<u>Entire Agreement</u>	29
17.18	<u>Technical Specifications</u>	29
17.19	<u>Testing</u>	30
17.20	<u>Equipment Space and Power</u>	30
18.	NON-SEVERABILITY	30

Schedules and Attachments

Schedule 1	Definitions
Schedule 3.2	Type 2 Facilities
Schedule 7.1	Reciprocal Compensation Rates
Schedule 7.4	Rates for Traffic Not Subject to Reciprocal Compensation
Schedule 8.1	Transit Traffic Charges

INTERCONNECTION AGREEMENT FOR A WIRELESS SYSTEM UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996

This Interconnection Agreement for a Commercial Mobile Radio Service ("CMRS") under Sections 251 and 252 of the Act ("Agreement"), is effective as of the _____ day of November, 1999 (the "Effective Date"), by and between Ameritech Information Industry Services, a division of Ameritech Services, Inc., a Delaware corporation with offices at 350 North Orleans, Third Floor, Chicago, Illinois 60654, on behalf of Ameritech Indiana ("Ameritech") and BellSouth Cellular Corp., a Georgia corporation with offices at 1100 Peachtree Street N.E., Suite 809, Atlanta, Georgia 30309-4599 ("Carrier").

WHEREAS, Ameritech is a duly authorized carrier engaged in providing Telecommunications Service in the State of Indiana;

WHEREAS, Carrier is a duly authorized CMRS provider in designated portions of the State of Indiana; and

WHEREAS, Ameritech and Carrier have agreed to Interconnect their respective facilities for the exchange of certain traffic as provided herein and consistent with the Telecommunications Act of 1996 (the "Act");

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, Ameritech and Carrier hereby covenant and agree as follows:

1. DEFINITIONS

Capitalized terms used in this Agreement will have the meanings set forth in Schedule 1 or as defined elsewhere in this Agreement. The Parties acknowledge that terms may appear in this Agreement that are not defined and agree that any such terms shall be construed in accordance with their customary usage in the telecommunications industry as of the Effective Date of this Agreement.

2. INTERPRETATION AND CONSTRUCTION

All references to Sections, Attachments and Schedules shall be deemed to be references to Sections of, and Attachments and Schedules to, this Agreement unless the context shall otherwise require. The headings of the Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. Unless the context shall otherwise require, any reference to any agreement, other instrument (including Ameritech or other third-party offerings, guides or practices), statute, regulation, rule or tariff is to such agreement, instrument, statute, regulation, rule or tariff as amended and supplemented from time to time (and, in the case of a statute,

regulation, rule or tariff, to any successor provision). In the event of a conflict or discrepancy between the provisions of this Agreement and the Act, the provisions of the Act shall govern.

3. INTERCONNECTION PURSUANT TO SECTION 251(C)(2)

3.1 **Scope.** This Section 3 describes the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of Local Traffic and Access Traffic between the Parties' respective business and residential Customers. Section 3 also describes other services offered by Ameritech to establish such Interconnection. Nothing in this Agreement shall require Ameritech to transport InterLATA traffic.

3.2 Interconnection Points and Methods.

3.2.1 *Generally.* Pursuant to Section 251(c)(2) of the Act, Carrier and Ameritech shall Interconnect their networks at Ameritech's Central Office Switches and Carrier's Mobile Switching Centers for the transmission and routing of Local Traffic and Access Traffic within a LATA. Ameritech will provide to Carrier those services and other arrangements (collectively, Services) described herein which are necessary to establish the physical connection and interchange of traffic in connection with Carrier's services.

3.2.2 *Facilities.* Interconnection shall be accomplished through Ameritech-provided Type 2 Facilities. Carrier may maintain its existing Type 1 facilities.

3.2.3 *Type 2 Facilities.* Ameritech will provide Type 2A and Type 2B Facilities for the purpose of interchanging calls between Customers of Ameritech and Customers of the Carrier, as set forth in Schedule 3.2.

3.2.4 *Type 1 Facilities.* Ameritech will provide Type 1 Facilities so long as its tariff for this service remains in effect. Should Ameritech withdraw its tariff for Type 1 Facilities during the term of this Agreement, Carrier shall migrate its Type 1 Facilities pursuant to the procedures established in the corresponding docket.

3.2.5 *Ordering and Maintenance.* Parties shall follow the ordering options, standard intervals, maintenance, joint testing, and repair standards set forth in Ameritech's intrastate Access Tariff.

3.2.6 *Additional Engineering, Labor and Miscellaneous Services.* Additional engineering, additional labor and miscellaneous services for Services

provided herein shall be provided by Ameritech at the same rates, terms, and conditions as those set forth in Ameritech's intrastate Access Tariff.

3.2.7 *Points of Interconnection.*

- (1) Land-to-Mobile direction. The Point of Interconnection (POI) for Telecommunications Service provided for herein in the Land-to-Mobile direction shall be the Carrier's MSC, provided that the NXX is rated at Carrier's MSC or at another point of Carrier's choosing.
- (2) Mobile-to-Land direction. The POI for Telecommunications Service provided for herein in the Mobile-to-Land direction shall be Ameritech's Access Tandem or End Office Switch, or at another point of Carrier's choosing, as appropriate.

3.2.8 *Technical Specifications.* Bellcore Technical Publication GR-CORE-000145 describes the practices, procedures, specifications and interfaces generally utilized by Ameritech and is listed herein to assist the Parties in meeting their respective responsibilities.

3.2.9 *Billing.* Nonrecurring and recurring rates for Type 2 Facilities are set forth in Schedule 3.2.

3.2.10 *Billing.* Nonrecurring and recurring rates for Type 1 Facilities are set forth in Ameritech's Wireless Services Tariff.

3.3 Modifications. Where the authorized service territory of Carrier or Ameritech is modified after the effective date of this Agreement, the terms and conditions of this Agreement may be modified by the parties to recognize the extent of such modified service territory.

3.4 Signaling.

3.4.1 Common Channel Signaling (CCS) signaling shall be used by the Parties to set up calls between the Parties' networks. Carrier shall connect with Ameritech for CCS directly or through a third party provider.

3.4.2 The following publications describe the practices, procedures and specifications generally utilized by Ameritech for signaling purposes and are listed herein to assist the Parties in meeting their respective Interconnection responsibilities related to signaling (but are not intended to exclude other pertinent publications):

(1) Bellcore Special Report SRTSV002275, BOC Notes on the LEC Networks Signaling.

(2) Ameritech Supplement AMTROAT000069. Common Channel Signaling Network Interface Specifications.

3.4.3 Parties directly or, where applicable, through their third-party provider, will cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate interoperability of CCS-based features between their respective networks, including all CLASS Features and functions, to the extent each Party offers such features and functions to its Customers. All CCS signaling parameters will be provided to the extent technically feasible including, without limitation, calling party number (CPN), originating line information (OLI), calling party category and charge number.

3.4.4 Both Parties will use commercially reasonable efforts to ensure that CCS signaling is used on 90% of its traffic by three (3) months after the date this Agreement is approved by the Commission.

3.5 SS7 Services.

3.5.1 Mobile to Land Direction.

(1) Ameritech shall provide SS7 signaling services to Carrier pursuant to the rates, terms and conditions set forth in Ameritech's intrastate access tariff. Carrier shall purchase from Ameritech the required STP ports, Dedicated Network Access Links ("DNALs") and SS7 usage as set forth in that tariff.

(2) Carrier may request A-Link or B-Link access to Ameritech's signaling network. If Carrier selects A-Link access to Ameritech's signaling network (MTSO to STP), Carrier will purchase ports on the Ameritech mated STP pair serving the desired LATA or on the Ameritech State Gateway STP pair serving the desired area pursuant to Ameritech's Intrastate Access Tariff.

(3) If Carrier operates its own signaling network, Carrier may request mutual interconnection between Carrier's STP network and Ameritech's STP network via B-Links. If Carrier selects B-Link interconnection, section 3.5.2 of this Agreement shall apply.

3.5.2 Land to Mobile Direction.

(a) Carrier shall provide SS7 signaling services to Ameritech on terms and conditions which are no less favorable than those set forth in Ameritech's intrastate access tariff. Ameritech shall compensate Carrier for SS7 signaling services provided by Carrier as set forth below, but only in those areas where: 1) Carrier is providing Telephone Exchange Service and Exchange Access Service as defined in the FCC's First Report and Order in FCC Docket Nos. 96-98 and 95-185, paragraphs 34 and 1012; 2) Carrier has deployed STPs within its network and is providing direct signal switching to the interconnected MSCs; 3) Carrier has established direct connections between Carrier's STPs and Ameritech's STPs via "Bridge" links provided by Ameritech's SS7 Gateway Service; 4) Carrier is not using the services of a third party to provide SS7 services; and 5) Carrier is not using the SS7 connection for Land to Mobile originated access traffic. Ameritech shall not compensate Carrier for SS7 Signaling provided by Carrier if these conditions are not met.

(b) In those areas where Carrier qualifies for compensation under subsection (a), Ameritech shall purchase from Carrier the required STP ports, DNALs and SS7 usage as follows:

- (i) For each connection between pairs of Carrier's STPs and Ameritech's STPs, Ameritech shall purchase from Carrier four (4) ports on Carrier's STPs (two per STP) at the monthly rate equal to Ameritech's STP port rate.
- (ii) The DNAL facilities to connect pairs of Carrier's STPs and Ameritech's STPs within a LATA shall be provided by Ameritech. If Carrier desires to interconnect to one location within Indiana, Carrier may interconnect with the Indianapolis STP and Ameritech will provide signaling to other LATAs where Ameritech operates. However, Carrier is responsible for the InterLATA facilities necessary to connect Carrier's STP to the Indianapolis LATA. Ameritech will provide IntraLATA facilities from the point of interconnection to the Indianapolis STP and Ameritech shall bill Carrier for these DNALs at one hundred percent (100%) of Ameritech's tariff rate. Because of Carrier's unique architecture, Carrier may elect to bill Ameritech for IntraLATA DNALs at one hundred percent (100%) of Ameritech's tariff rate.

Carrier shall be responsible for all of the DNAL expense associated with connections to Carrier's STPs in other LATAs.

(iii) Carrier hereby agrees to use commercially reasonable efforts to measure and record Initial Address Messages ("IAMs") and Transaction Capacity Part ("TCAP-Class") and render Ameritech detailed usage billing for SS7 usage. Until such time as Carrier is able to measure and record IAMs and TCAP-Class, Ameritech shall pay Carrier usage-based rates for IAM and TCAP-Class based on the Parties agreement that twenty percent (20%) of the non-reverse billing traffic between their networks in Indiana is Land to Mobile traffic. In this interim period, Carrier shall rate the Land to Mobile SS7 traffic so that it reflects the signal switching provided by Carrier as if ninety percent (90%) of Land to Mobile traffic terminated by Carrier from Ameritech is completed with a single Carrier switch.

4. TRANSMISSION AND ROUTING OF LOCAL TRAFFIC

4.1 Scope of Traffic. This Section 4 prescribes parameters for trunk groups (the "Local Trunks") to be used for the Interconnection described in Section 3 for the transmission and routing of Local Traffic between the Parties' respective Customers.

4.2 Trunk Group Architecture and Traffic Routing. The Parties shall jointly engineer and configure Local Trunks over the physical Interconnection arrangements as follows:

4.2.1 Local Trunks shall be configured as set forth in Section 6.1. No Party shall terminate Access Traffic over the Local Trunks.

4.2.2 Each Carrier MSC shall subtend each Ameritech Tandem in each LATA.

4.2.3 Only those NXX codes served by an End Office may be accessed through a direct connection to that End Office except in the case of calls to ported subscribers.

4.2.4 When used in the Mobile-to-Land direction, the Type 2A Facility may also be used to transport Information Services Traffic to Ameritech.

- 4.2.5 Traffic routed in the Mobile-to-Land direction must be routed through the Ameritech Tandem that directly serves the Ameritech End Office serving the applicable NXX code.
- 4.3 **Direct Trunking of Mobile to Land Traffic.** For Type 2 standard billing option traffic, Ameritech shall transport Land to Mobile traffic to Carrier's MSC, or, in the event Carrier has no MSC in the LATA, to Carrier's designated premises within the LATA. Carrier shall transport such traffic in the Mobile to Land direction to Ameritech's tandem. Notwithstanding anything to the contrary, if the traffic from Carrier's Network to any Ameritech End Office at any time exceeds 700 busy hour CCS (i.e., the practical engineering capacity of DS1), Carrier and Ameritech shall within twenty (20) calendar days of the occurrence meet to review available traffic studies, trunk group architecture and traffic routing relating to this Mobile to Land traffic. Both Parties shall explore options for Carrier to reduce tandem traffic that is terminated to a particular Ameritech end office to less than 700 busy hour CCS. If the Parties are unable to agree upon a solution acceptable to Ameritech within thirty (30) calendar days of the meeting, Carrier shall, at its expense, within sixty (60) days after the thirty day period establish new or additional one-way trunk groups from Carrier's network to the applicable Ameritech End office.
- 4.4 **Reports.** Carrier shall use reasonable efforts to install actual measurement capability to record Land-to-Mobile minutes of use by trunk group.
- 4.5 **Measurement and Billing.**
 - 4.5.1 For billing purposes, each Party where technically feasible shall pass Calling Party Number (CPN) information on each call.
 - 4.5.2 In both the Land-to-Mobile direction and the Mobile-to-Land direction, measurement of Telecommunications traffic billed hereunder shall be based on answer supervision, as described in Schedule 3.2.

5. TRANSMISSION AND ROUTING OF ACCESS TRAFFIC

- 5.1 **Responsibility Generally.** Carrier and Ameritech shall work cooperatively to ensure Carrier's ability to be provided Access Trunks necessary for transmission and routing of Access Traffic to allow Carrier's customers to connect or be connected to the Interexchange Trunks of any Interexchange Carrier which is connected to Ameritech.
- 5.2 **Scope of Traffic.** This Section 5 prescribes parameters for certain trunk groups ("Access Trunks") to be used for Interconnection specified in Section 3 for the transmission and routing of Access Traffic between Carrier's Customers and Interexchange Carriers.

5.3 Trunk Group Architecture and Traffic Routing.

- 5.3.1 Except as provided for in Section 5.2.4. Access Trunks shall be used solely for the transmission and routing of Access Traffic to allow the Carrier's Customers to connect to or be connected to the Interexchange trunks of any Interexchange Carrier which is connected to Ameritech's Tandem.
- 5.3.2 The Access Trunks shall be two-way trunks connecting an MSC with an Ameritech Access Tandem utilized to route Access Traffic within a given LATA.
- 5.3.3 The Parties shall jointly determine which Ameritech access Tandem(s) will be subtended by each Carrier MSC for Access Traffic. Except as otherwise agreed by the Parties, Ameritech shall allow each Carrier MSC to subtend the Access Tandem nearest to that MSC and shall not require that a single Carrier MSC subtend multiple access Tandems, even in those cases where such MSC serves multiple Rate Centers.
- 5.3.4 When used in the Land-to-Mobile direction, Type 2A Facilities may be used by Carrier to receive calls from an Interexchange Carrier that has Switched Access Feature Group D service at the same Tandem.
- 5.3.5 When used in the Mobile-to-Land direction, Type 2A Facilities may be provided to an Ameritech Tandem to transport calls from Carrier's premises to an IXC's Switched Access Feature Group D service at the same Tandem. This arrangement requires a separate Type 2 trunk group. Carrier will provide Ameritech with documentation of a business agreement between Carrier and each such IXC for the delivery of such calls. The agreement will include acknowledgment that Ameritech may use call detail recordings made by the Carrier to determine charges to the IXC for the Feature Group D service used for the Carrier to IXC calls. The Carrier will also provide to Ameritech, using industry standard data record formats, recordings of all calls (both completed calls and attempts) to IXCs from the Carrier premises using the Type 2A service.

6. TRUNKING

- 6.1 The Parties shall establish one-way or two-way trunks between their networks. These trunks shall separately carry Land to Mobile and Mobile to Land traffic. All trunks shall be provisioned and maintained at a P.01 grade of service.

6.2 Carrier may order Type 2A, 2B or Type 1 trunking on a one-way or two-way basis. at Carrier's discretion subject to Section 3.2.4.

6.2.1 Carrier shall be responsible for provisioning two separate trunk groups between its MSCs and Ameritech's network for Mobile to Land traffic. The two trunk groups shall separately carry the following types of traffic:

(a) a trunk group for traffic from Carrier to Ameritech for Local and intraLATA calls;

(b) a trunk group for traffic from Carrier to Ameritech for calls routed to an Interexchange Carrier.

6.2.2 Ameritech shall be responsible for provisioning a separate trunk group between its network and Carrier's MSCs for Local, Ameritech-originated Land to Mobile traffic.

6.2.3 The parties shall prorate all recurring charges based on their respective percentages of originating traffic exchanged over the CDT facilities which is subject to reciprocal compensation.

7. RECIPROCAL COMPENSATION

7.1 Generally. Subject to the limitations set forth below, Ameritech shall compensate Carrier for the Transport and Termination of Land-to-Mobile Local Traffic originated on Ameritech's network and Carrier shall compensate Ameritech for the Transport and Termination of Mobile-to-Land Local Traffic originated on Carrier's network. The rates for reciprocal compensation set forth in Schedule 7.1 are the rates based upon the cost studies filed in accordance with the Commission's June 30, 1998 order in Cause # 40611, and as such are Interim Rates for purposes of this Agreement. Upon the issuance of a final Commission order in Cause # 40611, the rates in Schedule 7.1 shall be substituted with the final rates established by the Commission. The final rates established by the Commission shall be effective retroactively to the Rate Effective Date of this Agreement.

7.2 Origination and Termination Points. For purposes of defining Local Traffic under this Agreement, the origination point and the termination point on Ameritech's network shall be the End Office serving the calling or called party. The origination point and the termination point on Carrier's network shall be the cell site or base station which services the calling or called party at the time the call begins.

7.3 Regulatory Approval. The rates set forth on Schedule 7.1 and Schedule 8.1 and the trunking provisions of Section 6 shall become effective upon the approval of this

Agreement by the Commission or the FCC under Section 252 of the Act ("Rate Effective Date"). Until such time as this Agreement is approved by the Commission, the rates set forth in the Parties' Interconnection Agreement dated February 25, 1997 shall apply.

7.4 Traffic Not Subject to Reciprocal Compensation. Traffic which is not subject to Reciprocal Compensation under this Agreement shall continue to be charged at the rates set forth in Schedule 7.4. Reciprocal Compensation shall not apply to:

7.4.1 Multiparty Traffic;

7.4.2 Non-CMRS Traffic;

7.4.3 Traffic which does not qualify as Local Telecommunications Traffic, including, but not limited to, InterMTA traffic and interstate access "roaming" traffic;

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

7.4.5 Traffic which originates on a Party's physical switch, is transported and handed off to the other Party and then routed/delivered to an ISP point of presence. Each Party agrees to cooperate with the other Party and take any and all reasonable steps to identify all ISP traffic that originated on its network that is routed to the other Party;

7.4.6 Paging Traffic; and.

7.4.7 Any other type of traffic found to be exempt from Reciprocal Compensation by the FCC or the Commission.

7.5 InterMTA Traffic. For purposes of this Agreement, the Parties agree that one percent (1%) of the traffic between their networks in each direction is InterMTA.

8. SPECIALIZED TRAFFIC

8.1 Transit Service.

8.1.1 Although not required under the Telecommunications Act of 1996, Ameritech will provide Transit Service to Carrier on the terms and conditions set forth in this Section 8.

8.1.2 Definition. Transit Service means the delivery by Ameritech of Local Traffic originated from Carrier to a third party LEC, ILEC, or CMRS provider over the Local Trunks.

8.1.3 Terms and Conditions.

- (1) Transit Service will be provided only at Ameritech's Tandem switches.
- (2) Carrier acknowledges that it is a Carrier's responsibility to enter into arrangements with each third party LEC, ILEC, or CMRS provider for the exchange of Transit Service to and from Carrier.
- (3) Carrier acknowledges that Ameritech has no responsibility to pay any third party LEC, ILEC, or CMRS provider charges for termination or origination of any Transit Service to and from Carrier. Ameritech reserves the right to not pay such charges on behalf of Carrier.

8.1.4 Payment Terms and Conditions. In addition to the payment terms and conditions contained in other Sections of this Agreement, Carrier shall compensate Ameritech for Transit Service as follows:

- (1) Carrier shall pay Ameritech for transit traffic that Carrier delivers over the Local Trunks to Ameritech at the rate specified in Schedule 8.1.
- (2) In those cases in which Ameritech is obligated to pay any third party LEC, ILEC, or CMRS provider for terminating traffic originated by Carrier, Carrier shall pay Ameritech: (i) those additional charges or costs, including any switched access charges, which such terminating third party LEC, ILEC, or CMRS provider levied on Ameritech for the delivery or termination of Transit Services; and (ii) Ameritech's billing and collection costs associated with billing Carrier for those third party charges.
- (3) Carrier shall not default bill Ameritech for unidentified traffic terminating to Carrier, unless otherwise provided for in this Agreement.
- (4) While the Parties agree that it is the responsibility of each third party LEC, ILEC or CMRS provider to enter into

arrangements to deliver Transit Traffic to Carrier, they acknowledge that such arrangements are not currently in place and an interim arrangement is necessary to ensure traffic completion. Accordingly, until the date on which either Party has entered into an arrangement with such third party LEC, ILEC or CMRS provider to deliver Transit Traffic to Carrier, Ameritech will deliver and Carrier will terminate Transit Traffic originated from such third party LEC, ILEC or CMRS provider at the rate specified in Schedule 8.1. Notwithstanding the above, Carrier agrees to use commercially reasonable efforts to enter into agreements with such third party LEC, ILEC or CMRS providers for the exchange of Transit Traffic.

8.2 Toll Carrier Arrangements.

Where Ameritech carries the toll traffic pursuant to a Commission's Originating Responsibility Plan/Secondary Carrier Option (ORP/SCO), Primary Toll Carrier Plan or similar plan, Ameritech shall pay to Carrier Carrier's applicable rates. Payment to Carrier will be based on billing records provided to Ameritech by the Secondary ILEC. No payments shall be made by Ameritech on any Reverse Billing Traffic.

8.3 900/976 Traffic.

Each Party shall be responsible for the charges for 900/976 Traffic which originates on its own network. Nothing in this Agreement shall restrict either Party from offering to its Customers the ability to block the completion of 900/976 Traffic. Pursuant to a separately negotiated agreement, Ameritech will provide Carrier with rated billing information for such calls.

9. **GENERAL RESPONSIBILITIES OF THE PARTIES**

- 9.1 Cooperation. Each Party shall, upon reasonable request of the other party, exchange technical descriptions and forecasts of their Interconnection and traffic requirements in sufficient detail necessary to establish the Interconnection required to assure traffic completion to and from all Customers in their respective designated service areas.
- 9.2 Non-Binding Forecasts. Thirty (30) days after the Effective Date and every six (6) months during the term of this Agreement, each Party shall provide the other Party with a rolling, six (6) calendar month, nonbinding forecast of its traffic and volume requirements for the Services provided under this Agreement in the form and in such detail as agreed by the Parties.

9.3 **Facilities.** Each Party is individually responsible to provide facilities within its network for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in the standard format compatible with Ameritech's network and to terminate the traffic it receives in that standard format to the proper address on its network. Such facility shall be designed based upon the description and forecasts provided under Sections 9.1, 9.2 and, if applicable, 9.3. 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.

9.4 **Network Management**

- 9.4.1 Parties will agree to follow network management standards set forth in Ameritech's intrastate Access Tariff. Each party will cooperate to employ characteristics and methods of operation that will minimize interference with or impairment of the service of any facilities of the other or any third parties connected with the network of the other.
- 9.4.2 Each Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward the other Party's network, when required to protect the public switched network from congestion due to 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.
- 9.4.3 The Parties shall cooperate and share preplanning 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.
- 9.4.4 Neither Party shall intentionally cause a Network Harm. If a Network Harm shall occur or if a Party reasonably determines that a Network Harm is imminent, such Party shall, where practicable, notify the designated representative of the other Party that temporary discontinuance or refusal of service may be required: provided, however, wherever prior notice is not practicable, such Party may temporarily discontinue or refuse service forthwith, if such Network Harm is likely to cause significant harm to their own network. In case of such temporary discontinuance or refusal, such Party shall:
 - (1) Promptly notify the designated representative of the other Party of such temporary discontinuance or refusal;

- (2) Afford the other Party the opportunity to correct the situation which gave rise to such temporary discontinuance or refusal; and
- (3) Inform the other Party of its right to bring a complaint to the Commission or FCC.

9.4.5 Carrier and Ameritech shall work cooperatively to install and maintain a reliable network. Carrier and Ameritech shall 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.

9.4.6 Each party shall acknowledge calls in accordance with the following protocols:

- (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 Carrier;
- (2) Each party will provide a voice announcement or distinctive tone signals to the calling party when a call has been received and accepted by Carrier's terminal;
- (3) When either parties' terminal is not able to complete calls because of a malfunction in the terminal or other equipment, each party will either divert the call to its operator, or provide a recorded announcement to the calling party advising that the call cannot be completed; and
- (4) Each party will provide supervisory tones or voice announcements to the calling party on all calls, consistent with BellCore's Notes on the Networks, SR-2275, Section 6, Signaling.

9.4.7 Glare Resolution. In circumstances where there is a simultaneous seizure of a trunk by both Carrier and Ameritech, Ameritech shall back down their call and take steps to further route it to its intended destination.

9.5 Sole Responsibility. Each Party is solely responsible for the Services it provides to its Customers and to other Telecommunications Carriers.

- 9.6 **Fraud**. The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement. Consistent with the foregoing, Ameritech shall provide, at Carrier's request, Toll Billing Exception and Selective Class of Call Screening.
- 9.7 **NXX Codes**. Each Party is responsible for administering, managing and reporting NXX codes or number blocks assigned to it in accordance with standard industry number practices and guidelines.
- 9.8 **LERG Listings**. Each Party is responsible for obtaining Local Exchange Routing Guide ("LERG") listings of Common Language Location Identification ("CLLI") codes assigned to its switches. Each Party shall use the LERG published by Telcordia or its successor for obtaining routing information and shall provide all required information to Telcordia for maintaining the LERG in a timely manner.
- 9.9 **Systems Update**. Each Party shall program and update its own systems to recognize and route traffic to and from the other Party's assigned NXX codes. Except as mutually agreed or as otherwise expressly defined in this Agreement, neither Party shall impose any fees or charges on the other Party for such activities.
- 9.10 **Insurance**. At all times during the term of this Agreement, each Party shall keep and maintain in force at Party's expense all insurance required by law, general liability insurance and worker's compensation insurance. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance (which may be provided through a program of self-insurance).
- 9.11 **STPs**. Each Party is responsible for interconnecting to the other Party's CCS network. Each Party shall connect to a pair of access STPs in each LATA where traffic will be exchanged or shall arrange for signaling connectivity through a third party provider which is connected to the other Party's signaling network. The Parties shall establish interconnection at the STP, and other points, as necessary and as jointly agreed to by the Parties.

10. BILLING

- 10.1 **Payment Of Charges**. Subject to the terms of this Agreement, Carrier and Ameritech will pay each other within thirty (30) calendar days from the date of a documented invoice (the "Bill Due Date"). A documented invoice will comply with nationally accepted standards agreed upon by the Ordering and Billing Forum (OBF). If the Bill Due Date is on a day other than a business day, payment will be made on the next business day. Payments will be made in U.S. dollars.
- 10.2 **Interest on Unpaid Amounts**. 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 (1 1/2%) per month or (ii) the highest rate of interest that may be charged under Ameritech's applicable tariff. or (iii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the number of days from the Bill Due Date to and including the date that payment is actually made.

10.3 **No Netting.** There shall be no netting of the amounts due herein against any other amount owed by one Party to the other.

10.4 **Adjustments.**

10.4.1 A Party shall promptly reimburse or credit the other Party for any charges that should not have been billed to the other Party as provided in this Agreement. Both parties shall have the right to verify and audit that the credit and/or charges are legitimate prior to such payment so long as such audit is conducted within sixty (60) days of the applicable adjustment. Such reimbursements shall be set forth in the appropriate section of the invoice.

10.4.2 A Party shall bill the other Party for any charges that should have been billed to the other Party as provided in this Agreement, but have not been billed to the other Party ("Underbilled Charges"): provided, however, that, except as provided in Section 16, the billing Party shall not bill for Underbilled Charges which were incurred more than two (2) years prior to the date that the billing Party transmits a bill for any Underbilled Charges. The parties shall have the right to verify and audit that such under billing indeed occurred and that the requested amounts are owed. Such audit must be completed within 60 days of the Party's billing of the under billed charges.

11. TERM AND TERMINATION

11.1 **Term.** The initial term of this Agreement will be two (2) years (the "Initial Term"), which will commence on the Effective Date. Upon expiration of the Initial Term, this Agreement will automatically be renewed on a month-to-month basis (each, a "Renewal term"), unless a party delivers to the other party written notice of termination of this Agreement at least one hundred twenty (120) days prior to the expiration of the Initial Term or a Renewal Term.

11.2 **Renegotiation of Certain Terms.** Notwithstanding the foregoing, upon delivery of written notice at least one hundred twenty (120) days prior to the expiration of the Initial Term or any Renewal Term, either party may require negotiations of the rates, prices and charges, terms, and conditions of the services to be provided under this Agreement effective upon such expiration. If the Parties are unable to satisfactorily negotiate such new rates, prices, charges and terms within ninety (90) days of such written notice, either party may petition the Commission or take such other action

as may be necessary to establish appropriate terms. If the Parties are unable to mutually agree on such new rates, prices, charges and terms or the Commission does not issue its order prior to the applicable expiration date, the Parties agree that the rates, terms and conditions ultimately ordered by such Commission or negotiated by the Parties will be effective retroactive to such expiration date. If a Party has given written notice of termination as set forth above, and if the Parties have not mutually agreed to temporarily extend the terms of this Agreement pending re-negotiation, this Agreement shall expire at the end of the Term and shall not govern the relationship of the Parties after that date.

- 11.3 **Default.** When a party believes that the other party is in violation of a term or condition of this Agreement ("Defaulting Party"), it will provide written notice to such Defaulting Party of such violation prior to commencing the dispute resolution procedures set forth in Section 16.
- 11.4 **Payment Upon Expiration or Termination.** In the case of the expiration or termination of this Agreement for any reason, each of the Parties will be entitled to payment for all services performed and expenses accrued or incurred prior to such expiration or termination.

12. INDEMNIFICATION

- 12.1 **General Indemnity Rights.** Each Party (the Indemnifying Party) will defend and indemnify the other Party, its officers, directors, employees and permitted assignees (collectively, the "Indemnified Party") and hold such Indemnified Party harmless against:
 - 12.1.1 Any Loss to a third person arising out of: the negligent acts or omissions, or willful misconduct ("Fault") by such Indemnifying Party or the Fault of its employees, agents and subcontractors; provided, however, that (1) with respect to employees or agents of the Indemnifying Party, such Fault occurs while performing within the scope of their employment, (2) 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 (3) 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;
 - 12.1.2 Any Loss to a third person arising from such Indemnifying Party's use of services offered under this Agreement, involving pending or threatened claims, actions, proceedings or suits ("Claims"), claims for libel, slander, invasion of privacy, or infringement of Intellectual Property rights arising

from the Indemnifying Party's own communications or the communications of such Indemnifying Party's Customers:

- 12.1.3 Any and all penalties imposed upon the Indemnifying Party's failure to comply with the Communications Assistance to Law Enforcement Act of 1994 ("CALEA") and, at the sole cost and expense of the Indemnifying Party, 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; and
- 12.1.4 Any Loss to a third person arising from such Indemnifying Party's failure to comply with applicable law, other than the Act or applicable FCC or Commission rule.

12.2 Indemnification Procedures. Whenever a Claim will arise for indemnification under this Section, the relevant Indemnified Party, as appropriate, will promptly notify the Indemnifying Party and request the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party will 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. The Indemnifying Party will have the right to defend against such liability or assertion in which event the Indemnifying Party will 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. Until such time as Indemnifying Party provides such written notice of acceptance of the defense of such Claim, the Indemnified Party will 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 an obligation to indemnify the Indemnified Party for such Claim. The Indemnifying Party will have exclusive right to control and conduct the defense and settlement of any such Claims, subject to consultation with the Indemnified Party. The Indemnifying Party will 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. At any time, an Indemnified Party will 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 will not be responsible for, nor will it be obligated to indemnify the relevant Indemnified Party against, any cost or liability in excess of such refused compromise or settlement. With respect to any defense accepted by the Indemnifying Party, the relevant 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 also will be entitled to employ separate counsel for such defense at such Indemnified Party's expense. If the Indemnifying Party does not accept the defense of any indemnified Claim as provided above, the relevant

Indemnified Party will have the right to employ counsel for such defense at the expense of the Indemnifying Party. 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 will be available to the other Party with respect to any such defense.

13. LIMITATION OF LIABILITY

- 13.1 Limited Responsibility. Each Party shall be responsible only for service(s) and facility(ies) 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 services and facilities provided by the other Party, its Affiliates, agents, subcontractors, or other persons retained by such parties. No Party shall be liable for any act or omission of another Telecommunications Carrier (other than an Affiliate) providing a portion of a service.
- 13.2 Apportionment of Fault. In the case of any Loss arising from the negligence or willful misconduct of both Parties, each Party shall bear, and its obligation shall be limited to, that portion of the resulting expense caused by its negligence or misconduct or the negligence or misconduct of such Party's Affiliates, agents, contractors or other persons acting in concert with it.
- 13.3 Limitation of Damages. In no event will either Party have any liability whatsoever to the other party for any indirect, special, consequential, incidental or punitive damages, including loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted or done hereunder (collectively, "Consequential Damages"), even if the other Party has been advised of the possibility of such damages; provided that the foregoing will not limit (i) a party's obligation under Section 12 to indemnify, defend and hold the other Party harmless against any amounts payable to a third person, including any losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including attorneys' fees) and Consequential Damages of such third person, or (ii) a Party's liability to the other for willful or intentional misconduct. In no event, other than an obligation to make payments hereunder or to indemnify pursuant to Section 12, will either Party's liability to the other be greater than the prior six (6) months of payments made to the other Party under this Agreement from the date such claim is first made.
- 13.4 Limitation in Tariffs. Each Party shall provide in its tariffs and contracts with its Customers that relate to any Telecommunications Service provided or contemplated under this Agreement that in no case shall such Party or any of its agents, contractors or others retained by such parties be liable to any Customer 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 applicable

Customer for the service(s) or function(s) that gave rise to such Loss and (ii) any Consequential Damages.

13.5 **Force Majeure.** Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (individually or collectively, a "Force Majeure Event"). However, the parties are responsible for correcting or repairing the cause of such delay or failure in a commercially reasonable manner, and for advising the other party of the problem and expected resolution in a timely manner.

14. DISCLAIMER OF REPRESENTATION AND WARRANTIES.

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NO PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES OR IS CONTEMPLATED TO PROVIDE UNDER THIS AGREEMENT AND THE PARTIES DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR OF FITNESS FOR A PARTICULAR PURPOSE.

15. REGULATORY APPROVAL

15.1 **Commission Approval.** The Parties understand and agree that this Agreement will be filed with the Commission and may thereafter be filed with the FCC. The Parties covenant and agree that this Agreement is satisfactory to them as an agreement under Section 251 of the Act. 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. If the Commission or the FCC rejects any portion of this Agreement, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion; provided that such rejected portion shall not affect the validity of the remainder of this Agreement. The Parties acknowledge that nothing in this Agreement shall limit a Party's ability, independent of such Party's agreement to support and participate in the approval of this Agreement, to assert public policy issues relating to the Act.

15.2 **Regulatory Changes.** If any final and nonappealable legislative, regulatory, judicial or other legal action materially affects the ability of a Party to perform any material obligation under this Agreement, a Party may, on thirty (30) days' written notice (delivered not later than thirty (30) days' following the date on which such action has

become legally binding and has otherwise become final and nonappealable) to the other Party require that the affected provision(s) be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new provision(s) as may be required: provided that such affected provisions shall not affect the validity of the remainder of this Agreement.

15.3 Amendment or Other Changes to the Act: Reservation of Rights. The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the text of the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date. In the event of any amendment of the Act, or any legislative, regulatory, judicial order, rule or regulation or other legal action that revises or reverses the Act, the FCC's First Report and Order in CC Docket Nos. 96-98 and 95-185 or any applicable Commission order or arbitration award purporting to apply the provisions of the Act (individually and collectively, an "Amendment to the Act"), either Party may by providing written notice to the other Party require that the affected provisions be renegotiated in good faith and this Agreement be amended accordingly to reflect the pricing, terms and conditions of each such Amendment to the Act relating to any of the provisions in this Agreement. If any such amendment to this Agreement affects any rates or charges of the services provided hereunder, such amendment shall be retroactively effective as determined by the Commission and each Party reserves its rights and remedies with respect to the collection of such rates or charges on a retroactive basis.

16. DISPUTES

16.1 Disputed Amounts.

16.1.1 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall within sixty (60) days of its receipt of the invoice containing such disputed amount give written notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item: provided, however, that a failure to provide such notice by that date shall not preclude a Party from subsequently challenging billed charges. The Non-Paying Party shall pay when due (i) all undisputed amounts to the Billing Party and (ii) all Disputed Amounts into an interest-bearing escrow account with a third party escrow agent mutually agreed upon by the Parties. Notwithstanding the foregoing, a Party shall be entitled to dispute only those charges for which the Bill Due Date was within the immediately preceding twenty-four (24) months or the date on which the other Party received notice of such Disputed Amounts.

- 16.1.2 Disputed Amounts in escrow shall be subject to interest charges as set forth in Section 10. If the Non-Paying Party disputes charges and the dispute is resolved in favor of such Non-Paying Party, (i) the Billing shall credit the invoice of the Non-Paying Party for the amount of the Disputed Amounts along with any applicable interest charges assessed no later than the second Bill Due Date after the resolution of the Dispute and (ii) the escrowed Disputed Amounts shall be released to the Non-Paying Party, together with any accrued interest thereon. Accordingly, if a Non-Paying Party disputes charges and the dispute regarding the Disputed Amounts is resolved in favor of the Billing Party, (x) the escrowed Disputed Amounts and any accrued interest thereon shall be released to the Billing Party and (y) the Non-Paying Party shall no later than the second Bill Due Date after the resolution of the dispute regarding the Disputed Amounts pay the Billing Party the difference between the amount of accrued interest such Billing Party received from the escrow disbursement and the amount of interest charges such Billing Party is entitled pursuant to Section 10. In no event, however, shall any late payment charges be assessed on interest charges.
- 16.1.3 If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within thirty (30) days after delivery to the Billing Party of notice of the Disputed Amounts, each of the Parties shall appoint within five (5) business days after a Party's receipt of such request a designated representative who has authority to settle the dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives; however, all reasonable requests for relevant information made by one Party to the other Party shall be honored.
- 16.1.4 If the Parties are unable to resolve issues related to the Disputed Amounts within thirty (30) days after the Parties' appointment of designated representatives pursuant to Section 16.1.3, then either Party may file a complaint with the Commission to resolve such issues or proceed with any other remedy available to the Parties. The Commission or the FCC or a court may direct release of any or all funds (including any accrued interest) in the escrow account, plus applicable late fees, to be paid to either Party.
- 16.1.5 The Parties agree that all negotiations pursuant to this Section 16.1 shall remain confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

16.1.6 Any undisputed amounts not paid when due, and any disputed amounts for which an escrow is not established, shall accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (11/2%) per month or (ii) the highest rate of interest that may be charged under applicable tariff.

16.2 **Dispute Escalation and Resolution.** Except as otherwise provided herein, any dispute, controversy or claim (individually and collectively, a "Dispute") arising under this Agreement shall be resolved in accordance with the procedures set forth in this Section 16.2. In the event of a Dispute between the Parties relating to this Agreement and upon the written request of either Party, each of the Parties shall appoint within five (5) business days after a Party's receipt of such request a designated representative who has authority to settle the Dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the Dispute and negotiate in good faith in an effort to resolve such Dispute. The specific format for such discussions will be left to the discretion of the designated representatives; however, all reasonable requests for relevant information made by one Party to the other Party shall be honored. If the Parties are unable to resolve issues related to a Dispute within thirty (30) days after the Parties' appointment of designated representatives as set forth above, a Party may (i) bring an action in an appropriate Federal district court, (ii) file a complaint with the FCC pursuant to Section 207 or 208 of the Act, (iii) seek a declaratory ruling from the FCC, (iv) file a complaint in accordance with the rules, guidelines and regulations of the Commission or (v) seek other relief under applicable law.

16.3 **Equitable Relief.** Notwithstanding the foregoing this Section shall not be construed to prevent either party from seeking and obtaining temporary equitable remedies, including temporary restraining orders, if, in its judgment, such action is necessary to avoid irreparable harm. Despite any such action, the Parties will continue to participate in good faith in the dispute resolution procedures described in this Section.

16.4 **Failure to Pay Undisputed Amounts.** Notwithstanding anything to the contrary contained herein, if the Non-Paying Party fails to pay any undisputed amounts that are past due within fifteen (15) Business Days, of its receipt of demand from the Billing Party that such undisputed amounts are then due, the Billing Party may, in addition to exercising any other rights or remedies it may have under Applicable Law, stop processing new orders for any service or product requested by the Non-Paying Party hereunder until such date that the Billing Party receives such undisputed amounts in immediately available funds.

17. MISCELLANEOUS

17.1 Authorization.

17.1.1 Ameritech Services, Inc. is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. Ameritech Information Industry Services, a division of Ameritech Services, Inc., has full power and authority to execute and deliver this Agreement and to perform the obligations hereunder on behalf of Ameritech Indiana.

17.1.2 Carrier is a corporation duly organized, validly existing and in good standing under the laws of the State of Georgia and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

17.2 Compliance. Each Party shall comply with all applicable federal, state, and local laws, rules, and regulations applicable to its performance under this Agreement. Connecting channels, Connection Types and arrangements provided to Carrier by Ameritech will not be used knowingly for any purpose or in any manner, directly or indirectly, in violation of law or in aid of any unlawful act or undertaking.

17.3 Independent Contractor. Each Party shall perform services hereunder as an independent contractor and nothing herein shall be construed as creating any other relationship between the Parties. Each Party and each Party's contractor shall be solely responsible for the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to their employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees.

17.4 Confidentiality.

17.4.1 Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data, computer programs and other software and documentation of one Party (a "Disclosing Party") that is furnished or made available or otherwise disclosed to the other Party or any of such other Party's employees, contractors, agents or Affiliates (its "Representatives" and with a Party, (a "Receiving Party") pursuant to this Agreement ("Proprietary Information") shall be deemed the property of the Disclosing Party. Proprietary Information, if written, shall be marked "Confidential" or "Proprietary" or by other similar notice, and, if oral or visual, shall be confirmed in writing as confidential by the Disclosing Party to the Receiving Party within ten (10) days after disclosure. Unless Proprietary Information was previously known by the Receiving Party free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the Receiving Party, or is explicitly agreed

in writing not to be regarded as confidential. it (a) shall be held in confidence by each Receiving Party; (b) shall be disclosed to only those Representatives who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used only for such purposes; and (c) may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of use in writing by the Parties. Notwithstanding the foregoing sentence, a Receiving Party shall be entitled to disclose or provide Proprietary Information as required by any governmental authority or applicable law only in accordance with Section 17.4.2.

- 17.4.2 If any Receiving Party is required by any governmental authority or by applicable law to disclose any Proprietary Information, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure. The Disclosing Party may then either seek appropriate protective relief from all or part of such requirement or, if it fails to successfully do so, it shall be deemed to have waived the Receiving Party's compliance with this Section 17 with respect to all or part of such requirement. The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief which such Disclosing Party chooses to obtain.
- 17.4.3 In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall, at the discretion of the disclosing Party, return to the other Party or destroy all Proprietary Information and other documents, work papers and other material (including all copies thereof) obtained from the other Party in connection with this Agreement and shall use all reasonable efforts, including instructing its employees and others who have had access to such information, to keep confidential and not to use any such information, unless such information is now, or is hereafter disclosed, through no act, omission or fault of such Party, in any manner making it available to the general public.
- 17.5 Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the state of Indiana, without reference to choice of law provisions except insofar as the Act and the FCC's rules and regulations may control any aspect of this Agreement. In addition, issues or disputes concerning this Agreement shall be raised with the Commission, except where the FCC clearly has sole jurisdiction.
- 17.6 Taxes. Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or

the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party.

17.7 **Non-Assignment.** Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party; provided that each Party may assign this Agreement to a corporate Affiliate or an entity under its common control or an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer. Notwithstanding the foregoing, Carrier may not assign nor transfer this Agreement (or any rights or obligations hereunder) to its Affiliate if that Affiliate is party to another agreement with Ameritech under Section 251/252 of the Act. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

17.8 **Non-Waiver.** 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.

17.9 **Notices.** Notices given by one Party to the other Party under this Agreement shall be in writing and shall be (a) delivered personally, (b) delivered by express delivery service, (c) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested or (d) delivered by telecopy to the following addresses of the Parties:

To Carrier:

BellSouth Cellular Corp.
1100 Peachtree Street N.E.
Suite 809
Atlanta, Georgia 30309-4599
Attn: Bill Brown
Facsimile: 404-249-0453

To Ameritech:

Ameritech Information Industry Services
350 North Orleans, Floor 5
Chicago, Illinois 60654
Attn.: Vice President Network Providers
Facsimile: (312) 335-2927

with a copy to:

Ameritech Information Industry Services
350 North Orleans, Floor 5
Chicago, Illinois 60654
Attn.: Vice President and General Counsel
Facsimile: (312) 5951504

or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the earlier of (i) the date of actual receipt, (ii) the next business day when notice is sent via express mail or personal delivery, (iii) three (3) days after mailing in the case of first class or certified U.S. mail or (iv) on the date set forth on the confirmation in the case of telecopy.

- 17.10 Publicity and Use of Trademarks or Service Marks. Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent.
- 17.11 Joint Work Product. This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.
- 17.12 No Third Party Beneficiaries; Disclaimer of Agency. This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express or implied shall create or be construed to create any third-party beneficiary rights hereunder. 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.

- 17.13 **No License.** 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.
- 17.14 **Technology Upgrades.** Nothing in this Agreement shall limit Ameritech's ability to upgrade its network through the incorporation of new equipment, new software or otherwise. Each party shall provide the other party written notice at least ninety (90) days prior to the incorporation of any such upgrades in each parties' respective network which will materially impact the other party's service or such other period as prescribed by applicable FCC or Commission rule. Each party shall be solely responsible for the cost and effort of accommodating such changes in its own network.
- 17.15 **Survival.** 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.
- 17.16 **Scope of Agreement.** This Agreement is intended to describe and enable specific *Interconnection and compensation arrangements between the Parties.* This Agreement does not obligate either Party to provide arrangements not specifically provided herein.
- 17.17 **Entire Agreement.** The terms contained in this Agreement and any Schedules, Exhibits, tariffs and other documents or instruments referred to herein, which are incorporated into this Agreement by this reference, 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. Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications. This Agreement may only be modified by a writing signed by an officer of each Party.
- 17.18 **Technical Specifications.** Subject to any special arrangements provided for herein, the design, installation, operations, and maintenance of all channels or equipment of Carrier and Ameritech which are used in handling interchanged traffic under this Agreement will be made in accordance with Bell Communications Research Technical Reference Numbers PUB43303: the Bell Communications Research list "Notes on the BOC Intra-LATA Network": Bell Communications Research Technical Advisory TA-NPL-00145: and such other documents as may from time to time be referenced or as from time to time may be amended.

17.19 **Testing.** Ameritech and Carrier each may make reasonable tests and inspections of its channels. Connection Types and arrangements and may, upon notice to and coordination with the other, temporarily interrupt the channels. Connection Types and arrangements being tested or inspected. When cooperative testing is requested by either party, such testing will be done in accordance with the provisions set forth in BellCore's Notes on the Network. SR-2275, Section 8. Operations & Maintenance.

17.20 **Equipment Space and Power.** The Carrier will furnish or arrange to have furnished to Ameritech, at no charge, equipment space and electrical power required by Ameritech to provide facilities under this Agreement. The selection of AC or DC power will be mutually agreed to by the Carrier and Ameritech. The Carrier will also make necessary arrangements in order that Ameritech and its agents will have access to such equipment space at reasonable times for installing, inspecting, testing, repairing or removing its channels. Connection types or arrangements.

18. NON-SEVERABILITY

The services, arrangements, Interconnection terms and conditions of this Agreement were mutually negotiated by the Parties as a total arrangement and are intended to be non-severable, subject only to Section 15. Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of federal or state law, or any regulations or orders adopted pursuant to such law.

IN WITNESS WHEREOF. this Agreement has been executed by the parties on the date set forth below.

BELLSOUTH CELLULAR CORP.

By: Vincent R. Clawson

Name: Vincent R. Clawson
Title: President
Engineering & Operations

Date: 11-28-99

**AMERITECH INFORMATION
INDUSTRY SERVICES, a division of
Ameritech Services, Inc., on behalf of
Ameritech Indiana**

By: Anne L. Zaczek

Name: Anne L. Zaczek
Title: VP - Finance
Date: November 30, 1999

Schedule 1

DEFINITIONS

Access Tandem or Tandem - An Ameritech switching system that provides a concentration and distribution function for originating or terminating traffic between end offices, and/or a customer's premises and is capable of providing Feature Group D service.

Access Tariff - Any applicable Ameritech Tariff which sets forth the rates, terms and conditions upon which Ameritech offers Exchange Access, as defined in the Act.

Access Traffic - Telecommunications traffic between a LEC and an IXC or between a CMRS provider and an IXC which is carried on Feature Group D trunks.

Act - The Communications Act of 1934 (47 U.S.C. Section 151 *et seq.*), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission having authority to interpret the Act within its state of jurisdiction.

Affiliate - As Defined in the Act.

Ameritech's System - The communications network of Ameritech.

As Defined in the Act - As specifically defined in the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

As Described in the Act - As described in or required by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

Calling Party Number (CPN) - A Common Channel Interoffice Signaling (CCS) parameter which refers to the number transmitted through a network identifying the calling party.

Carrier's System - The communications system of the Carrier used to furnish cellular mobile radio services.

CDT - Carrier Dedicated Trunk.

Central Office Prefix - The first three digits (NXX) of the seven-digit telephone number.

Central Office Switch - A switch used to provide Telecommunications Services, including, but not limited to:

(a) End Office Switches; and

(b) Tandems.

Channels - An electrical or photonic, in the case of fiber optic-based transmission systems, communications path between two or more points of termination.

CLASS Features - Certain CCS-based features available to Customers less including, but not limited to: Automatic Call Back; Call Trace; Caller Identification and related blocking features; Distinctive Ringing/Call Waiting; Selective Call Forward; and Selective Call Rejection.

Commercial Mobile Radio Service (CMRS) - Identical to the term "commercial mobile service" As Defined in the Act, but does not include paging traffic.

Commission - The Indiana Utilities Regulatory Commission.

Common Channel Signaling (CCS) - The signaling system, developed for use between switching systems with stored-program control, in which all of the signaling information for one or more groups of trunks is transmitted over a dedicated high-speed data link rather than on a per-trunk basis and, unless otherwise agreed by the Parties, the CCS used by the Parties shall be SS7.

Connection Type - The channel and associated service arrangement used to connect the Carrier's System with Ameritech's System for the purpose of interchanging traffic.

Customer - A third-party residence or business that subscribes to Telecommunications Services provided by either of the Parties.

Customer Name and Address Information (CNA) - May include the name, service address and telephone numbers of an exchange carrier's subscribers for a particular exchange calling area. This data includes non-published listings, coin telephone information and published listings.

Dialing Parity - As Defined in the Act.

End Office Switch - An Ameritech switching system where telephone loops are terminated for purposes of interconnection to each other and to Ameritech's system. An End Office Switch includes any Remote Switching Modules and Remote Switching Systems served by a host office in a different wire center.

FCC - The Federal Communications Commission.

ILEC - As Defined in the Act.

Information Service Traffic - Local Traffic which originates on a Party's network and which is addressed to an information service provided on an information services platform served by the other Party (e.g., 976 and 900).

Intellectual Property - Copyrights, patents, trademarks, trade secrets, mask works and all other intellectual property rights.

Interconnection - The linking of Ameritech and Carrier's networks for the mutual exchange of Local Traffic and Access Traffic.

Interexchange Carrier (IXC) - A carrier that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services.

InterLATA - As Defined in the Act.

IntraLATA - IntraLATA is a term used to describe Ameritech services, revenues and functions that relate to telecommunications services originating and terminating within a single LATA or court-approved territory associated with the LATA.

ISP is as defined in FCC Docket No. 97-158, First Report and Order, para. 341.

Land-to-Mobile - The use of CMRS interconnection service for the origination of calls of wire line customers to the Carrier's MSC.

Local Access and Transport Area (LATA) - As Defined in the Act.

Local Exchange Carrier (LEC) - As Defined in the Act.

Local Traffic - Telecommunications traffic between a LEC and a CMRS provider that, at the beginning of the call, originates and terminates within the same Major Trading Area ("MTA"), as defined in 47 CFR Section 24.202(a), provided that in no event shall Local Traffic include any traffic which is originated on a Party's physical switch, is transported and handed off to the other Party and then is routed/delivered to an ISP Point of Presence.

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).

Mobile Switching Center (MSC) - A CMRS switching End Office where CMRS customers are terminated for purposes of interconnection to each other and Ameritech trunks. Included are Remote Switching Modules and Remote Switching Systems served by a host office.

Mobile-to-Land - The use of CMRS interconnection service for the termination of calls from the Carrier's MSC to a wire line customer.

Multi-Party Traffic - Telecommunications traffic which is jointly carried by Ameritech and a facilities-based telecommunications carrier other than Carrier, including IXC's, LEC's, ILECs or

other CMRS providers. This traffic includes, but is not limited to, Transit Service and traffic carried pursuant to Toll Carrier Arrangements.

Network Harm - is the use of any service related to or the use any of the services provided in this Agreement in any manner that interferes with third parties in the use of their service, prevents third parties from using their service, impairs the quality of service to other carriers or to either Party's Customers, causes electrical hazards to either Party's personnel, damage to either Party's equipment or malfunction of either Party's billing equipment.

Non-CMRS Traffic - means traffic which is neither originated nor terminated on the wireless facilities of a CMRS provider.

NXN - The three-digit code which appears as the first three digits of a seven-digit telephone number.

Party - Either Ameritech or Carrier, and Parties means Ameritech and Carrier.

Point of Interconnection (POI) - The physical demarcation point between Ameritech and Carrier. This point establishes the technical interface, the test point(s), and the point(s) for operational division of responsibility between Ameritech's network and Carrier's network.

Premises - As Defined in the Act.

Rate Center - means the specific geographic point which has been designated as being associated with a particular NPA-NXX code which has been assigned to a carrier for its provision of telephone exchange service. The Rate Center is the finite geographic point identified by a specific V&H coordinate, which is used by that carrier to measure, for billing purposes, distance sensitive transmission services associated with the specific Rate Center; provided that Rate Center cannot exceed the boundaries of an exchange area as defined by the state regulatory commission.

Reciprocal Compensation - As Described in the Act.

Reverse Billing - means an optional billing service which has in the past been offered by Ameritech to CMRS providers from time to time. Under this billing option, the CMRS provider is charged a per minute rate for calls to its customers and the calling party is not charged.

Signaling Transfer Point (STP) - As Defined in Telecordia publication, TSV-000905.

Standard Billing - means a billing arrangement offered by Ameritech to CMRS providers. Under this billing arrangement, the calling party is charged applicable calling rates for calls made to customers of a CMRS provider.

Telecommunications - As Defined in the Act.

Telecommunications Act - The Telecommunications Act of 1996 and any rules and regulations promulgated thereunder.

Telecommunications Carrier - As Defined in the Act.

Telecommunications Service - As Defined in the Act.

Type 2A Facility - The Type 2A Facility is at the point of termination of a trunk between an MSC and an Access Tandem. Through this Connection, Carrier can establish connections to End Office Switches and to other carriers interconnected through the tandem. If desired, the Type 2A Facility may be used on an intraLATA basis only.

Type 2B Facility - The Type 2B Facility is at the point of termination of a trunk between an MSC and an End Office Switch. Through this Connection, Carrier establishes connections to Directory Numbers served by the End Office Switch to which it is interconnected. A Type 2B Facility may be used in conjunction with the Type 2A Facility on a high-usage alternate routing basis to serve high-volume traffic between the MSC and the End Office Switch.

Schedule 3.2

Type 2 Facilities

Type 2 Facilities provide a two-point electrical communications path between the premises of Ameritech and the premises of the Carrier. It is provided as a trunk side connection through the use of End Office or Tandem switch trunk equipment. Type 2 Facilities may be arranged for either two-way calling, which permits the delivery of calls originated by both Ameritech and Carrier, but not simultaneously, or one-way calling in either the Land-to-Mobile or Mobile-to-Land direction. Type 2A and Type 2B Facilities will be used only for the handling of interchanged traffic originating or terminating on Carrier's System in connection with services Carrier is authorized to provide and will not be used, switched or otherwise connected together by Carrier for the provision of through calling from a land line telephone to another land line telephone, except for the provision of custom calling features provided as an optional cellular line feature.

Ameritech shall provide to Carrier a full End Office Prefix (NXN) consistent with established industry guidelines, for use with the Type 2A and Type 2B Facilities. For calls in the Land-to-Mobile direction (from Ameritech to Carrier), Carrier must utilize the NXN. The administration of the NXN, once assigned, including updates to the LERG, will be the responsibility of Carrier.

Type 2A Facility. Type 2A Facilities provide interconnection between Carrier's premises, through an Ameritech Tandem, to an End Office switch of Ameritech, using a combination of dedicated facilities subscribed to by Carrier and the shared facilities of Ameritech's switched network. Through this connection, Carrier can establish connections to End Office Switches that subtend a Tandem. Technical specifications for Type 2A Facilities are set forth in Bell Communications Research Technical Advisory GR-CORE-000145.

Type 2B Facility. Type 2B Facilities provide direct interconnections between Carrier's premises and an Ameritech End Office, using only dedicated trunk facilities subscribed to by Carrier. Type 2B is available only at Ameritech End Offices that are equipped to provide Feature Group D Switched Access service. With Type 2B Facilities, Carrier is able to establish connections through Ameritech's facilities from and to only those valid central office prefixes (NXNs) served by the End Office at which the Type 2B Facility is provided. A Type 2B Facility may be used in conjunction with a Type 2A Facility on a high-usage alternate routing basis to serve high-volume traffic between the MSC and the End Office Switch. Technical specifications for Type 2B Facilities are set forth in Bell Communications Research Technical Advisory GR-CORE-000145.

I. Description and Application of Rates and Charges

There are three types of charges that apply to a Commercial Mobile Radio Service. These are monthly recurring rates, usage rates and nonrecurring charges.

(A) Monthly Rates

Monthly rates are flat recurring rates that apply each month or fraction thereof that a specific rate element is provided. For billing purposes, each month is considered to have 30 days. Monthly rates apply to the Cellular Dedicated Trunk (CDT) rate element for both Type 2A service and Type 2B service.

(B) Usage Rates

Usage rates are applied on a per minute basis. Per minute charges are accumulated over a monthly period.

(C) Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for a specific work activity (i.e., installation or change to an existing service).

Nonrecurring charges apply to each service installed. The nonrecurring charges for the installation or service are set forth in the attachment following as a nonrecurring charge for the Cellular Dedicated Trunk (CDT) rate element.

II. Measuring Minutes of Use

CMRS traffic will be measured by Ameritech at End Office switches or Access Tandem switches. Mobile-to-Land calls will be measured by Ameritech to determine the basis for computing chargeable minutes of use in 1 second intervals.

For Mobile-to-Land calls over Type 2A and Type 2B service, the measurement of minutes of use begins when the terminating Ameritech entry switch receives answer supervision from the terminating end user's End Office, indicating the terminating end user has answered. The measurement of Mobile-to-Land call usage ends when the terminating entry switch receives disconnect supervision from either the terminating end user's end office, indicating the terminating end user has disconnected, or the customer's point of termination, whichever is recognized first by the entry switch.

Usage rated Type 2A and Type 2B minutes or fractions thereof, the exact value of the fraction being a function of the switch technology where the measurement is made, are accumulated over the billing period for each End Office, and are then rounded up to the nearest minute for each End Office.

accumulated over the billing period for each End Office, and are then rounded up to the nearest minute for each End Office.

The measurement of Land-to-Mobile calls that are standard billed shall be performed by Carrier in essentially the same manner as Mobile-to-Land calls are measured by Ameritech.

Minutes of use measured for traffic between a CMRS provider and an Interexchange Carrier (IXC) using Type 2A service via an Ameritech Access Tandem are not charged to the CMRS provider if they are paid for by the IXC.

III. Mileage Measurement

The mileage to be used to determine the monthly rate for the Carrier Dedicated Trunk rate element of Type 2A and Type 2B services is calculated on the airline distance between the two locations involved, i.e., between the customer premises and Ameritech Access Tandem for Type 2A service, and between the customer premises and Ameritech End Office for Type 2B service. The mileage to be used to determine the usage rate for the Carrier Common Trunk rate element of Type 2A service is calculated on the airline distance between Ameritech Access Tandem and the Ameritech End Office where the call carried over the CCT originates or terminates.

AMERITECH - INDIANA Rates and Charges

IV. Rates

The rates and charges for Type 2 facilities are set forth in Ameritech Tariff IURC No. 20, Part 14. Usage rates in Schedule 7.1 may also apply.

Type 1 Facilities

Type 1 Facility: Type 1 Facilities provide direct interconnection between Carrier's premises and an Ameritech End Office, using a line side connection.

I. Description and Application of Rates and Charges

There are three types of charges that apply to Commercial Mobile Radio Service. These are monthly recurring rates, usage rates and nonrecurring charges.

(A) Month Rates

Monthly rates are flat recurring rates that apply each month or fraction thereof that a specific rates element is provided. For billing purposes, each month is considered to have 30 days. Monthly rates apply to the Exchange Access Trunk Access line, Exchange Access Trunk Usage Package and Exchange Access Trunk Equipment for Type I service.

(B) Usage Rates

Usage rates are applied on a per message basis. Per message charges are accumulated over a monthly period.

(C) Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for a specific work activity (i.e., installation or change to an existing service).

Nonrecurring charges apply to each service installed. The nonrecurring charge for the installation or service are set forth in the attachment following as a nonrecurring charge for the Exchange Access Trunk Access line and the Exchange Access Trunk Equipment.

II. Measuring Messages

CMRS traffic will be measured by Ameritech at End Office switches. Measurement will be in accordance with the Access Tariff.

III. Rates and Charges Applicable to Type I Service

The rates and charges for Type I facilities are set forth in Ameritech Tariff IURC No. 20, Part 14. The message charges will be as provided in Schedule 7.1.

Schedule 7.1

Reciprocal Compensation Rates

Indiana

Per Minute of Use

Figure 1: (Ameritech to Carrier Calls)

For calls originated on Ameritech's network
and terminated on Carrier's network via:

Type 2 Services	\$0.004631
Type 1 Service	\$0.004097

Figure 2: (Carrier to Ameritech Calls)

For calls originated on Carrier's network and
terminated to Ameritech's end office via:

Type 2A Service	\$0.004631
Type 2B Service	\$0.004097
Type 1 Service	\$0.004097

Schedule 7.4

Rates for Traffic Not Subject to Reciprocal Compensation

Ameritech's rates are set forth in Ameritech tariff IURC No. 20, Part 14.

Schedule 8.1

Transit Traffic Charges

Per Minute of Use

Calls originating on Carrier's network
terminating to another carrier's network
and transiting Ameritech's Type 2A service \$0.004631

VOLUNTARILY NEGOTIATED AGREEMENTS OF AMERITECH INDIANA UNDER § 252 OF TA '96 (numerical list)
***See end of spreadsheet for arbitrations.**

<u>NAME OF CASE</u>	<u>DATE AGREEMENT SIGNED</u>	<u>TYPE</u>	<u>CAUSE NO.</u>	<u>DATE FILED</u>	<u>20 DAYS</u>	<u>PROPOSED ORDER FILED</u>	<u>90 DAYS</u>	<u>DATE APPROVED</u>
MFS	05/17/96	INTERCON.	40572-INT-01	08/03/96				10/30/96
TIME WARNER	07/12/96	INTERCON.	40572-INT-02	08/12/96				11/13/96
Time Warner 1st Amendment	06/30/98	INTERCON.	40572-INA-02	06/30/98				08/05/98
Time Warner 2nd Amendment	09/23/98	INTERCON.	40572-INB-02	01/21/99				03/24/99
Time Warner 3rd Amendment	02/22/99	INTERCON.	40572-INC-02	02/26/99				05/26/99
Time Warner 4th Amendment		Adoption of 1st Amend 41268-INA-34 (Level 3)		05/16/01	06/05/01		08/06/01	07/25/01
360 COMMUNICATIONS	12/13/96	RECIP.COMP.	40572-INT-03	02/03/97				04/16/97
US CELLULAR	12/13/96	RECIP.COMP.	40572-INT-04	02/12/97				05/08/97
US CELLULAR (merger amendment)	11/08/99	RECIPCOMPamid	40572-INA-04	12/08/99	12/28/99		03/07/00	02/09/00
SBMS	01/22/97	RECIP.COMP.	40572-INT-05	02/21/97				04/16/97
BELL SOUTH	02/25/97	RECIP.COMP.	40572-INT-06	03/05/97				05/28/97
GTE MOBILNET	02/11/97	RECIP.COMP.	40572-INT-07	03/05/97				05/28/97
AMERITECH MOBILE	02/28/97	RECIP.COMP.	40572-INT-08	03/19/97				06/11/97
AT&T WIRELESS	03/17/97	RECIP.COMP.	40572-INT-09	04/11/97				07/02/97
NEXTEL	04/09/97	RECIP.COMP.	40572-INT-10	05/02/97				07/30/97
LCI	05/07/97	RESALE	40572-INT-11	05/20/97				08/13/97
ACCESS NETWORK	05/30/97	RESALE	40572-INT-12	06/06/97				08/27/97
SPRINT SPECTRUM	05/30/97	RECIP.COMP.	40572-INT-13	06/13/97				09/10/97
SPRINT SPECTRUM (merger amend)	11/21/99	RECIPCOMPamid	40572-INA-13	12/15/99	01/04/00	01/04/00	03/14/00	02/23/00
AMERITECH ILLINOIS	06/27/97	EAS-REC COMP	40572-INT-14	06/30/97				09/10/97
BELL SOUTH COMM.	06/27/97	EAS-REC COMP	40572-INT-15	06/30/97				09/10/97
GTE/CONTEL	06/27/97	EAS-REC COMP	40572-INT-16	06/30/97				09/17/97
AMERICAN COMM.	04/30/97	RECIP.COMP.	40572-INT-17	07/11/97				10/08/97
THE MILLENNIUM GROUP	06/10/97	RESALE	40572-INT-18	07/15/97				10/08/97
CCTS (McLeod USA)	07/17/97	INTERCON.	40572-INT-19	08/20/97				11/05/97
CCTS (McLeod USA) 1st Amendment	08/17/00	INTERCON-amd	40572-INA-19	12/07/00				03/01/01
CCTS (McLeod USA) 2nd Amendment	03/29/01	ULS-ST (Sch 9.2.3)	40572-INB-19	05/23/01	06/05/01		08/23/01	08/08/01
CCTS (McLeod USA) 3rd Amendment	04/03/01	Recip Comp	40572-INC-19	05/23/01	06/05/01		08/23/01	08/08/01
CCTS (McLeod USA) 4th Amendment	05/18/01	Acceptance Testing	40572-IND-19	08/08/01	08/28/01		11/06/01	
KMC TELECOM, INC.	04/22/97	INTERCON.	40572-INT-20	08/21/97				11/05/97
GTECC	08/11/97	INTERCON.	40572-INT-21	08/22/97				11/19/97
GTECC (merger amendment)	02/09/00	INTERCON amd	40572-INA-21	03/27/00	04/17/00	04/18/00	06/26/00	06/07/00
GTECC (verizon)	03/20/01	Name Change	40572-INB-21	05/25/01	06/07/01		08/23/01	08/08/01
U.S. XCHANGE	07/17/97	INTERCON.	40572-INT-22	08/29/97				11/25/97
U.S. Xchange 2nd Amendment	05/25/99	INTERCON. AMD	40572-INT-22	06/23/99	07/13/99	07/21/99	09/21/99	08/04/99
INTERMEDIA	07/07/97	INTERCON.	40572-INT-23	08/22/97				11/25/97
CIMCO	08/27/97	RESALE	40572-INT-24	09/12/97				12/02/97

NAME OF CASE	DATE AGREEMENT SIGNED	TYPE	CAUSE NO.	DATE FILED	20 DAYS	PROPOSED ORDER FILED	90 DAYS	DATE APPROVED
CENTENNIAL CELLULAR	09/15/97	RECIP.COMP.	40572-INT-25	09/30/97				12/11/97
MIDCOM COMMUNICATIONS	09/15/97	INTERCON.	40572-INT-26	10/03/97				12/23/97
MFS INTELENET OF INDIANA, INC.	09/15/97	RESALE	40572-INT-27	10/17/97				01/14/98
FRONTIER TELEMANAGEMENT	09/15/97	RESALE	40572-INT-28	11/04/97				01/14/98
FRONTIER TELEMANAGEMENT (Global Crossing)	05/14/01	Name Change	40572-INA-28	08/06/01	08/27/01		11/05/01	01/14/98
LOUISVILLE LIGHTWAVE	11/24/97	RECIP.COMP.	40572-INT-29	12/02/97				02/11/98
US WEST ENTERPRISE	10/20/97	INTERCON.	40572-INT-30	12/23/97				06/18/01
US WEST ENTERPRISE 1st Amendment	09/11/00	Collocation	40572-INA-30	03/19/01	04/09/01		06/18/01	06/14/01
US WEST ENTERPRISE 2nd Amendment	08/23/00	Serv Bureau Prov	40572-INB-30	03/19/01	04/09/01		06/18/01	06/14/01
ANNOX, INCORPORATED	12/01/97	RESALE	40572-INT-31	01/06/98				03/18/98
ANNOX, INCORPORATED (merger amd)	10/27/99	RESALE-AMD	40572-INA-31	12/08/99	12/28/99		03/07/00	02/02/00
LCI INTERNATIONAL TELECOM CORP.	02/25/97	INTERCON.	40572-INT-32	03/23/98				06/17/98
AMERITECH MOBILE	03/27/98	RECIP.COMP.	40572-INT-33	04/02/98				06/30/98
MFS INTELENET OF INDIANA, INC.	04/03/97	INTERCON.	40572-INT-34	04/02/98				06/30/98
FOCAL COMMUNICATIONS*(terminated)	03/16/98	INTERCON.	40572-INT-35	04/02/98				06/24/98
NET-TEL	06/05/98	RESALE	40572-INT-36	06/17/98				08/12/98
DIGITAL TELEPORT	05/13/98	INTERCON.	40572-INT-37	06/17/98				08/12/98
TELIGENT	05/13/98	INTERCON.	40572-INT-38	07/10/98				08/12/98
TELIGENT (corrections)								03/24/98
DAKOTA SERVICES LIMITED	07/07/98	INTERCON.	40572-INT-39	08/14/98				09/29/98
DAKOTA SERVICES LIMITED	08/23/00	INTERCON-AMENDMENT	40572-INA-39	10/27/00	11/16/00			01/10/01
1st Amendment		RESALE	40572-INT-40	08/19/98				09/29/98
COMTECK OF INDIANA, INC.	07/27/98	RESALE	40572-INT-41	09/04/98				10/21/98
U.S. TELECOMMUNICATIONS, INC.	08/10/98	RESALE	40572-INA-41	12/08/99	12/28/99		03/07/00	02/02/00
U.S. TELECOMMS, INC. (merger amd)	11/04/99	RESALE amd	40572-INT-42	08/16/98				10/28/98
COMM SOUTH COMPANIES, INC.	08/10/98	RESALE	40572-INT-42	12/15/99	01/04/00	01/04/00	03/01/00	03/01/00
COMM SOUTH COMPANIES (merg amd)	11/18/99	RESALE amd	40572-INT-42					11/12/98
OMINICALL, INC.	09/02/98	RESALE	40572-INT-43	10/02/98				12/29/98
SPRINT ARBITRATION-VOID (assigned to 41054-INT-22)		40572-INT-44	10/14/98				01/27/99
SIGECOM	09/03/98	INTERCON	40572-INT-45	12/01/98				03/24/99
INTERACCESS TELECOMM CO.	11/12/98	INTERCON	40572-INT-46	12/29/98				
FRONTIER LOCAL SERVICES, INC.	12/08/98	INTERCON	40572-INT-47					
FRONTIER LOCAL SERVICES, INC. (Global Crossing Local Svc.)	05/14/01	Name Change	40572-INA-47	08/06/01	08/27/01		11/05/01	05/19/99
TOPP COMM. INC.	01/29/99	RESALE	40572-INT-48	02/23/99				05/26/99
PAGENET, INC.	03/11/99	INTERCON	40572-INT-49	03/12/99				06/02/99
WINSTAR WIRELESS	02/25/99	INTERCON	40572-INT-50	03/31/99				06/23/99
COMPASS TELECOMMUNICATIONS	03/26/99	RESALE	40572-INT-51	04/06/99				06/16/99
NET-TEL	04/09/99	RESALE	40572-INT-52	04/26/99				06/16/99
NOW COMMUNICATIONS	04/23/99	RESALE	40572-INT-53	05/05/99				06/16/99
NOW COMMUNICATIONS (merger amd)	11/03/99	RESALE amd	40572-INA-53	12/08/99	12/28/99	03/07/00	03/01/00	07/15/99
DIRECT-TEL USA LLC	04/30/99	RESALE	40572-INT-54	05/18/99	06/07/99	08/16/99	07/12/99	07/29/99
AMERITECH MOBILE/CELLULAR	03/27/98	INTERCON	40572-INT-55	06/02/99	06/22/99	07/12/99	08/31/99	07/29/99

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JTC COMMUNICATIONS, INC.	05/28/99	RESALE	40572-INT-56	06/15/99	07/05/99	09/01/99	09/13/99	09/09/99
AADS/AMERITECH ADVANCED DATA	06/2/99	INTERCON	40572-INT-57	06/28/99	07/19/99	08/16/99	09/27/99	09/15/99
AADS 1st Amendment	08/09/99	INTERCON AMD	40572-INA-57	8/16/1999 (informal letter to Sutherland)				09/15/99
AADS 2nd Amendment	04/15/00	INTERCON AMD	40572-INB-57	04/25/00	05/16/00	05/25/00	07/25/00	Rejected
AADS 3rd Amendment	06/02/00	Serv Bureau Prov	40572-INC-57	12/01/00	12/21/00		03/01/01	07/25/01
AADS 4th Amendment	10/30/00	Merger	40572-IND-57	02/15/01	03/07/01		05/16/01	07/25/01
AADS 5TH Amendment	10/30/00	UNE Remand	40572-INE-57	03/09/01	03/29/01		06/07/01	07/25/01
AADS 6th Amendment	02/28/01	DSL/HFLP/Covad	40572-INF-57	03/22/01	04/11/01		06/20/01	07/25/01
NEXTEL WEST CORP.	08/06/99	INTERCON-cmrs	40572-INT-58	08/13/99	09/02/99	09/14/99	11/11/99	09/29/99
NORTHPOINT COMMUNICATIONS INC.	09/15/99	INTERCON	40572-INT-59	10/01/99	10/21/99	10/22/99	12/30/99	12/22/99
NORTHPOINT -amd (merger conditions)	11/01/99	INTERCON amd	40572-INA-59	12/08/99	12/28/99	12/28/99	03/01/00	03/01/00
NORTHPOINT -amd (Service Bureau Provider)	05/15/00	INTERCON-amd	40572-INB-59	02/21/01	03/13/01		05/22/01	05/09/01
NORTHPOINT -amd (Acceptance Testing Language to DSL Appendix)	11/29/00	INTERCON-amd	40572-INC-59	02/21/01	03/13/01		05/22/01	05/09/01
PRISM INDIANA OPERATIONS LLC	10/08/99	INTERCON	40572-INT-60	10/22/99	11/11/99	11/12/99	01/20/00	01/12/00*
PRISM INDIANA OPERATIONS LLC	07/18/00	AMENDMENT	40572-INA-60	8/24/00	9/13/00			
DIVERSIFIED COMMUNICATIONS, INC.	10/20/99	INTERCON	40572-INT-61	11/08/99	11/29/99	12/01/99	12/03/99	10/11/00
SURETEL, INC.	10/11/99	RESALE	40572-INT-62	11/12/99	12/02/99	12/03/99	02/07/00	02/02/00**
SURETEL, INC. (merger & une amd)	12/24/99	RESALE amd	40572-INA-62	03/22/00	04/11/00	04/12/00	06/19/00	01/12/00
PRIMECO PERSONAL COMMS., L.P.	10/29/99	INTERCON-cmrs	40572-INT-63	11/18/99	12/08/99	12/14/99	02/16/00	02/09/00
PRIMECO 1st Amendment		Merger	40572-INA-63	03/16/01	04/15/01		06/14/01	05/31/01
OMNIPLEX COMMS GROUP, LLC	11/05/99	RESALE	40572-INT-64	11/18/99	12/08/99	12/14/99	02/16/00	02/16/00
AT&T WIRELESS SERVICES, INC.	11/11/99	WENSA	40572-INT-65	12/01/99	12/21/99	12/21/99	02/29/00	02/23/00
GTE WIRELESS OF THE MIDWEST, INC.	12/16/99	INTERCON-cmrs	40572-INT-66	12/29/99	01/18/00	01/18/00	03/28/00	03/22/00
ARCH PAGING INC.	01/04/00	INTERCON-cmrs	40572-INT-67	01/07/00	01/27/00	01/27/00	04/06/00	03/29/00
PATHNET	12/27/99	INTERCON	40572-INT-68	01/14/00	02/03/00	02/04/00	04/13/00	04/06/00
PATHNET 1st Amendment	08/24/00	INTERCON	40572-INA-68	10/30/00	11/21/00		01/29/01	01/24/01
VECTRIS TELECOM (multistate "ms")	02/29/00	INTERCON	40572-INT-69	03/15/00	04/04/00	04/05/00	06/13/00	06/07/00
VECTRIS 1st Amendment	10/11/00	HFPL	40572-INA-69	03/20/01	04/09/01		06/18/01	05/31/01
VECTRIS 2nd Amendment	09/25/00	Acceptance Test	40572-INB-69	03/20/01	04/09/01		06/18/01	05/31/01
USA QUICK PHONE, INC.	01/15/00	RESALE	40572-INT-70	03/15/00	04/04/00	04/05/00	06/13/00	06/07/00
ESSENTIAL COM, INC.	02/25/00	RESALE	40572-INT-71	03/21/00	04/10/00	04/10/00	06/19/00	05/31/00
NEW EDGE NETWORK, INC. (ms)	03/15/00	INTERCON	40572-INT-72	04/06/00	04/26/00	05/03/00	07/05/00	07/06/00***
BROADSPAN COMMUNICATIONS (ms)	03/20/00	INTERCON	40572-INT-73	04/19/00	05/09/00	05/25/00	07/18/00	07/12/00
PHONE-LINK INC.	03/30/00	RESALE	40572-INT-74	04/24/00	05/15/00	05/24/00	07/24/00	07/19/00
AMERICAN FIBER NETWORK	03/17/00	INTERCON	40572-INT-75	05/15/00	06/05/00		08/14/00	07/06/00***
BULLSEYE TELECOM	04/20/00	INTERCON	40572-INT-76	05/15/00	06/05/00		08/14/00	07/06/00***
MCG COMMUNICATIONS	04/13/00	INTERCON	40572-INT-77	05/17/00	06/06/00		08/15/00	08/15/00
AMERICAN CONSULTANT ALLIANCE	05/17/00	RESALE	40572-INT-78	06/08/00	06/28/00		09/06/00	09/06/00
ERNEST COMMUNICATIONS	05/22/00	INTERCON	40572-INT-79	06/08/00	06/28/00		09/06/00	09/06/00
U.S. DIALTONE, L.P.	06/01/00	INTERCON	40572-INT-80	07/10/00	07/31/00		10/09/00	10/04/00

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FAIRPOINT COMMUNICATIONS SOLUTIONS CORP.	06/14/00	INTERCON	40572-INT-81	07/07/00	07/27/00		10/06/00	10/04/00
MAVERIX.NET, INC.	06/15/00	INTERCON	40572-INT-82	07/10/00	07/31/00		10/09/00	10/04/00
SERVISENSE.COM, INC.	06/23/00	RESALE	40572-INT-83	08/24/00	09/13/00		11/22/00	11/21/00
TGEC COMMUNICATIONS CO., LLC	05/12/00	INTERCON	40572-INT-84	09/15/00	10/05/00		12/14/00	12/13/00
NATION NET COMMUNICATION CORP.	07/13/00	INTERCON	40572-INT-85	09/15/00	10/05/00		12/14/00	12/13/00
CELLPAGE SYSTEMS, INC.	07/12/00	RESALE	40572-INT-86	10/04/00	10/24/00		01/02/01	12/28/00
NUSTAR TELEPHONE COMPANY, INC.	07/20/00	RESALE	40572-INT-87	10/04/00	10/24/00		01/02/01	12/28/00
ONESTAR LONG DISTANCE, INC.	09/20/00	RESALE	40572-INT-88	10/09/00	10/30/00		01/08/01	12/28/00
HJN	09/20/00	RESALE	40572-INT-89	10/09/00	10/30/00		01/08/01	12/28/00
VITTS NETWORK	09/01/00	INTERCON	40572-INT-90	10/13/00	11/02/00		01/11/01	01/03/01
CAT COMMUNICATION INTERNATL d/b/a CCI	09/01/00	INTERCON	40572-INT-91	10/13/00	11/02/00		01/11/01	01/03/01
ESSEX COMMUNICATIONS	08/16/00	INTERCON	40572-INT-92	10/13/00	11/02/00		01/11/01	01/10/01
AMERIVOICE TELECOMM INC.	09/29/00	RESALE	40572-INT-93	11/06/00	11/27/00		02/05/01	01/17/01
@ LINK NETWORKS, INC.	10/02/00	INTERCON	40572-INT-94	11/08/00	11/28/00		02/06/01	01/17/01
TALK.COM HOLDING CORP.	10/11/00	INTERCON	40572-INT-95	11/08/00	11/28/00		02/06/01	01/31/01
NAVIGATOR TELCOMM LLC	10/20/00	INTERCON	40572-INT-96	11/10/00	11/30/00		02/08/01	01/31/01
MAXTEL	11/29/00	RESALE	40572-INT-97	12/08/00	12/28/00		03/08/01	02/21/01
TEX COM, INC. d/b/a ANSWER INDIANA	12/01/00	INTERCON	40572-INT-98	02/14/01	03/06/01		05/15/01	05/09/01
PREFERRED CARRIER SERVICES INC. d/b/a PHONES FOR ALL	12/07/00	RESALE	40572-INT-99	02/16/01	03/08/01		05/17/01	04/18/01
NEW PATH HOLDINGS	01/16/01	INTERCON	40572-INT-100	02/22/01	03/14/01		05/23/01	07/25/01
CAMARATO DISTRIBUTING INC.	01/29/01	RESALE	40572-INT-101	03/14/01	04/03/01		06/12/01	06/06/01
IPVOICE COMMUNICATIONS, INC.	02/06/01	RESALE	40572-INT-102	03/15/01	04/04/01		06/13/01	04/18/01
NETWORKIP, LLC	02/19/01	RESALE	40572-INT-103	03/16/01	04/05/01		06/14/01	04/18/01
REFLEX COMMUNICATIONS	12/07/00	INTERCON	40572-INT-104	03/19/01	04/09/01		06/18/01	06/06/01
TOTALINK OF INDIANA, INC.	01/04/01	INTERCON	40572-INT-105	03/19/01	04/09/01		06/18/01	05/16/01
1-800-RECONNEX, INC.	02/07/01	INTERCON	40572-INT-106	03/21/01	04/10/01		06/19/01	05/09/01
		OS/DA w/o branding	40572-INA-106	08/21/01	09/10/01		11/19/01	
TELICOR, INC.	03/01/01	INTERCON	40572-INT-107	03/22/01	04/11/01		06/20/01	05/09/01
NEW ACCESS COMMUNICATIONS LLC	03/22/01	RESALE	40572-INT-108	04/17/01	05/07/01		07/16/01	
MIDWESTERN TELECOMM INC.	03/22/01	RESALE	40572-INT-109	04/17/01	05/07/01		07/16/01	
KDOT COMMUNICATIONS INC.	04/30/01	INTERCON	40572-INT-110	05/21/01	06/11/01		08/20/01	08/08/01
LEVEL 3 COMMUNICATIONS	05/02/01	INTERCON	40572-INT-111	06/07/01	06/27/01		09/05/01	extension filed by IURC on 8/31/01
LEVEL 3 COMMUNICATIONS	05/02/01	Recip Comp	40572-INA-111	06/07/01	06/27/01		09/05/01	extension filed by IURC on 8/31/01
STONEBRIDGE COMMUNICATIONS	05/25/01	RESALE	40572-INT-112	06/08/01	06/28/01		09/06/01	09/05/01
DMJ COMMUNICATIONS, INC.	02/16/01	INTERCON	40572-INT-113	06/08/01	06/28/01		09/06/01	09/05/01
AT&T WIRELESS PCS, LLC.	06/01/01	INTERCON-ported	40572-INT-114	06/12/01	07/02/01		09/10/01	09/05/01

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AT&T WIRELESS PCS, LLC.	06/01/01	AMEND-ported	40572-INA-114	06/12/01	07/02/01		09/10/01	09/05/01
CI2, INC.	06/01/01	RESALE	40572-INT-115	06/27/01	07/18/01		09/25/01	08/01/01
DIGITAL COMMUNICATIONS, INC.	06/08/01	RESALE	40572-INT-116	06/27/01	07/18/01		09/25/01	08/01/01
Z-TEL COMMUNICATIONS, INC.	06/04/01	INTERCON	40572-INT-117	06/28/01	07/19/01		09/26/01	09/05/01
EMERGENT COMMUNICATIONS, LLC	06/12/01	RESALE	40572-INT-118	06/28/01	07/19/01		09/26/01	09/05/01
GLOBALNET PAGING, INC. d/b/a GLOBALNET COMMUNICATIONS	06/13/01	INTERCON	40572-INT-119	06/29/01	07/20/01		09/27/01	09/05/01
PNG TELECOMMUNICATIONS d/b/a POWERNET COMMUNICATIONS	06/15/01	INTERCON	40572-INT-120	06/29/01	07/20/01		09/27/01	
METRO TELECONNECT COMPANIES	06/26/01	RESALE	40572-INT-121	08/23/01	09/12/01		11/21/01	
AMERICOM, INC.	07/02/01	RESALE	40572-INT-122	08/23/01	09/12/01		11/21/01	
CIERA NETWORK SYSTEMS, INC.	07/02/01	INTERCON	40572-INT-123	08/27/01	09/17/01		11/26/01	
AMERICAN CONSULTANT ALLIANCE	06/20/01	INTERCON	40572-INT-124	08/28/01	09/17/01		11/26/01	
CHOCTAW COMMUNICATIONS, INC.	06/19/01	INTERCON	40572-INT-125	08/28/01	09/17/01		11/26/01	
NOS COMMUNICATIONS, INC.	07/16/01	INTERCON	40572-INT-126	08/29/01	09/18/01		11/27/01	
CITYNET TELECOMMUNICATIONS, INC.	08/16/01	INTERCON	40572-INT-127	08/30/01	09/19/01		11/28/01	
IG2, INC.	08/02/01	INTERCON	40572-INT-128	09/17/01	10/08/01		12/17/01	
INDIANA TELEPHONE CONNECT, INC.	08/21/01	RESALE	40572-INT-129	09/17/01	10/08/01		12/17/01	
GLOBAL CONNECTION, INC.	08/21/01	RESALE	40572-INT-130	09/18/01	10/08/01		12/17/01	
ONESTAR LONG DISTANCE, INC.	08/27/01	INTERCON	40572-INT-131	09/18/01	10/08/01		12/17/01	
TRULY CLEAR COMMUNICATIONS, INC.	08/30/01	INTERCON	40572-INT-132	09/19/01	10/09/01		12/18/01	
*Arbitrations:								
AT&T			40571-INT-01				03/26/97	
AT&T Third Amendment	02/10/00	INTERCON-amd	40571-INA-01	02/10/00	03/01/00		05/10/00	05/10/00
BELL SOUTH CELLULAR CORP			41495-INT-01				12/22/99	
BellSouth Cellular Corp -1st Amend.	02/07/00	CMRS-amd	41495-INA-01	03/15/00	04/04/00	04/05/00	06/13/00	06/07/00
SPRINT			40625-INT-01				01/09/97	
Sprint 1st Amendment			40625-INA-01	09/22/98			02/10/99	
Sprint 2nd Amendment			40625-INB-01	10/25/00	11/14/00		01/10/01	
Sprint 3rd Amendment	08/14/00	Lease of dedicated transport access facilities	40625-INC-01	03/22/01	04/11/01		06/20/01	06/06/01
Sprint 4th Amendment	10/18/01	DSL	40625-IND-01	03/22/01	04/11/01		06/20/01	06/06/01
TCG			40559				01/09/97	
TCG First Amendment	11/22/99	INTERCON-amd	40559-INA-01	02/14/00	03/06/00	03/10/00	05/15/00	05/10/00

Special Orders Explained

*Prism Order: approved excluding § 7.3.10

²²**Diversified Order: interim order approved on an interim basis awaiting clarification from the FCC regarding collocation provisions.

<u>NAME OF CASE</u>	<u>DATE AGREEMENT SIGNED</u>	<u>TYPE</u>	<u>CAUSE NO.</u>	<u>DATE FILED</u>	<u>20 DAYS</u>	<u>PROPOSED ORDER FILED</u>	<u>90 DAYS</u>	<u>DATE APPROVED</u>
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***Agreement approved on an *interim* basis awaiting clarification from the FCC regarding collocation provisions, *rejected* any part of Section 9 of the Agreement regarding

"Nonpayment and Procedures for Disconnection" that is inconsistent with 170 IAC 7-6.

**MERGER AMENDMENT TO THE INTERCONNECTION
AGREEMENT FOR A WIRELESS SYSTEM UNDER
SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996**

This Merger Amendment to the Interconnection Agreement for a Wireless System Under Sections 251 and 252 of the Telecommunications Act of 1996 (the “**Amendment**”) is dated as of February 1, 2000 by and between Ameritech Information Industry services, a division of Ameritech Services, Inc., with its principal offices at 350 North Orleans, Chicago, Illinois 60654, on behalf of and as an agent of Ameritech Indiana (“**Ameritech**”) and BellSouth Cellular Corp, with its principal offices at 1100 Peachtree Street N.E., Atlanta, GA 30309-4599 (“**Requesting Carrier**”).

WHEREAS, Ameritech and Requesting Carrier are parties to that certain Interconnection Agreement for a Wireless System Under Sections 251 and 252 of the Telecommunications Act of 1996 dated as of November 30, 1999 (the “**Agreement**”);

WHEREAS, Ameritech, in the proposed Conditions for FCC Order Approving SBC/Ameritech Merger, CC Docket No. 98-141 (the “**FCC Conditions**”), agreed to implement an alternative dispute resolution (“**ADR**”) process designed to resolve carrier-to-carrier disputes before such disputes become formal complaints before the Indiana Utility Regulatory Commission (the “**Commission**”); and

WHEREAS, the Parties are entering into this Amendment to incorporate into the Agreement the rates, terms and conditions that reflect the ADR process, as described in the FCC Conditions and incorporated by reference into this Amendment.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows.

1.0 DEFINED TERMS; DATES OF REFERENCE

1.1 Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Agreement and in the FCC Conditions.

1.2 “**Amendment Effective Date**” shall mean the date on which this Amendment is approved by the Commission under Section 252(e) of the 1996 Telecommunications Act.

2.0 AMENDMENTS TO THE AGREEMENT

Subject to Section 3.0 below, on and after the Amendment Effective Date, the Agreement is hereby amended as follows:

2.1 Section 16.0 is amended by adding the following Section 16.5 thereto:

16.5 **Alternative Dispute Resolution**. Upon Requesting Carrier's request, the Parties shall adhere to and implement, as applicable, the Alternative Dispute Resolution guidelines and procedures described in Paragraph 54 and Attachment D of the FCC Conditions, the terms and conditions of which are incorporated herein by this reference.

2.2 Section 15.0 is amended by adding the following Section 15.4 thereto:

15.4 **Conflicting Conditions**. In accordance with Paragraph 75 of the FCC Conditions, if any of the FCC Conditions contained in this Agreement and conditions imposed in connection with the merger under [state] law grant similar rights against Ameritech, Requesting Carrier shall not have a right to invoke the relevant terms of these FCC Conditions contained in this Agreement, if Requesting Carrier has invoked substantially related conditions imposed on the merger under [state] law.

2.3 Schedule 1 of the Agreement is amended by adding the following definition in appropriate alphabetical order:

"FCC Conditions" means the proposed Conditions for FCC Order Approving SBC/Ameritech Merger, CC Docket No. 98-141.

3.0 SUSPENSION OF CONDITIONS

Notwithstanding anything to the contrary in the Agreement or this Amendment, if the Merger Agreement is terminated, or the FCC Conditions is overturned or any of the provisions of the FCC Conditions that are incorporated herein by reference are amended or modified as a result of any order or finding by a court of competent jurisdiction or other governmental authority, the provisions described in Section 2.0 of this Amendment shall be automatically, without notice, suspended as of the date of such termination or order or finding and shall not apply after the date of such termination or order or finding.

4.0 MISCELLANEOUS

4.1 The Agreement, as amended hereby, shall remain in full force and effect. On and from the Amendment Effective Date, reference to the Agreement in any notices, requests, orders, certificates and other documents shall be deemed to include this Amendment, whether or not reference is made to this Amendment, unless the context shall otherwise specifically noted.

4.2 This Amendment shall be deemed to be a contract made under and governed by the Act and the domestic laws of the State of Indiana, without reference to conflict of law provisions.

4.3 This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which when taken together shall constitute a single agreement.

4.4 This Amendment constitutes the entire Amendment between the Parties and supersedes all previous proposals, both verbal and written.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their duly authorized representatives as of the Amendment Effective Date.

BellSouth Cellular Corp.

Ameritech Information Industry Services, a division of Ameritech Services, Inc., on behalf of and as agent for Ameritech Indiana

RPM By: R. McAllister
Printed: Roy P. McAllister
Title: VP Human Resources &
Corporate Affairs

By: *LBC* Larry B. Cooper
Printed: Larry B. Cooper
Title: President-Industry Markets



AMENDMENT
to the
INTERCONNECTION AGREEMENT
by and between
INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AMERITECH
INIDANA
AND
VOICESTREAM WIRELESS CORPORATION

The Interconnection Agreement ("the Agreement") by and between Indiana Bell Telephone Company Incorporated f/k/a Indiana Bell Telephone Company Inc. dba Ameritech Indiana ("Indiana Bell") and VoiceStream Wireless Corporation ("Carrier"), approved by the Indiana Utilities Regulatory Commission is hereby amended as follows:

1.0 AMENDMENTS TO THE AGREEMENT

1.1 Change the Notices contact in Section 17.9 of the underlying agreement to:

Dan Menser
Senior Corporate Counsel
T-Mobile USA, Inc. f/k/a VoiceStream Wireless Corporation
12920 SE 38th Street
Bellevue, WA 98006
Facsimile: 425-920-2638

2.0 MISCELLANEOUS

2.1 This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

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

2.3 This Amendment shall be filed with and subject to approval by the Indiana Utilities Regulatory Commission (IN-URC).

2.4 In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments with respect to any orders, decisions or proceedings and any remands thereof, including but not limited to its rights under the United States Supreme Court's opinion in *Verizon v. FCC*, 535 U.S. ____ (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, No. 00-101 (May 24, 2002); the FCC's Order In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996, (FCC 99-370) (rel. November 24, 1999), including its

Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000) in CC Docket 96-98; or the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68 (the "ISP Intercarrier Compensation Order") (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002). Rather, in entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings, including but not limited to its right to dispute whether any UNEs and/or UNE combinations identified in the Agreement and this Amendment must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this Agreement. Notwithstanding anything to the contrary in this Agreement and in addition to fully reserving its other rights, Indiana Bell reserves its right to exercise its option at any time in the future to adopt on a date specified by Indiana Bell the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions. In the event that the FCC, a state regulatory agency or a court of competent jurisdiction, in any proceeding finds, rules and/or otherwise orders that any of the UNEs and/or UNE combinations provided for under this Agreement and this Amendment do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order upon written request of either Party. In such event, the Parties shall have sixty (60) days from the effective date of the order to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications required to the. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the effective date of the order, any disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this
27th day of October, 2002, Indiana Bell, signing by and through its duly authorized
representative, and Carrier, signing by and through its duly authorized representative.

VoiceStream Wireless Corporation

By: David

Name: _____
(Print or Type)

Title: David A. Miller
Senior Vice President and General Counsel
(Print or Type)

Date: 10/21/02

AECN/OCN # _____

**Indiana Bell Telephone Company
Incorporated
By SBC Telecommunications, Inc.,
its authorized agent**

By: Mike Auinbauh

Name: Mike Auinbauh
(Print or Type)

Title: President-Industry Markets

Date: OCT 29 2002

AMENDMENT TO
INTERCONNECTION AGREEMENT FOR A WIRELESS SYSTEM
By and Between
INDIANA BELL TELEPHONE COMPANY INCORPORATED
D/B/A AMERITECH INDIANA
and
VOICESTREAM WIRELESS CORPORATION

This Amendment to the Interconnection Agreement for a Wireless System Under Sections 251 and 252 of the Telecommunications Act of 1996 (the "Amendment") is dated as of _____, 2002, by and between Indiana Bell Telephone Company ("TELCO") and T-Mobile USA, Inc. (f.k.a. VoiceStream Wireless Corporation), with its principal offices at 12920 SE 38th Street, Bellevue, WA 98006 ("T-Mobile USA, Inc.").

WHEREAS, Indiana Bell Telephone Company and VoiceStream Wireless Corporation ("Carrier") are the parties to that certain "Interconnection Agreement For A Wireless System" dated as of July 25, 2001 (the "Agreement"); and

WHEREAS, VoiceStream Wireless Corporation has changed its name to "T-Mobile USA, Inc.", and wishes to reflect that name change as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, TELCO and T-Mobile USA, Inc. hereby agree as follows:

1. The Agreement is hereby amended to reflect the name change from "VoiceStream Wireless Corporation" to "T-Mobile USA, Inc."
2. TELCO shall reflect that name change from "VoiceStream Wireless Corporation" to "T-Mobile USA, Inc." only for the main billing account (header card) for each of the accounts previously billed to VoiceStream Wireless Corporation. TELCO shall not be obligated, whether under this Amendment or otherwise, to make any other changes to TELCO's records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement. Without limiting the foregoing, T-Mobile USA, Inc. affirms, represents, and warrants that the OCN for those accounts shall not change from that previously used by VoiceStream Wireless Corporation with TELCO for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
3. Once this Amendment is effective, T-Mobile USA, Inc. shall operate with TELCO under the "T-Mobile USA, Inc." name for those accounts. Such operation shall include, by way of example only, submitting orders under T-Mobile USA, Inc. and labeling (including re-labeling) equipment and facilities with T-Mobile USA, Inc.
4. In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments with respect to any orders, decisions or proceedings and any remands thereof, including but not limited to its rights under the United States Supreme Court's opinion in *Verizon v. FCC*, 535 U.S. ____ (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, No. 00-101 (May 24, 2002); the FCC's Order *In the Matter of*

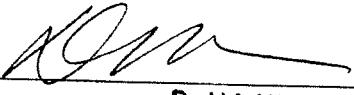
the Local Competition Provisions of the Telecommunications Act of 1996, (FCC 99-370) (rel. November 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000) in CC Docket 96-98; or the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68 (the "ISP Intercarrier Compensation Order") (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002). Rather, in entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings, including but not limited to its right to dispute whether any UNEs and/or UNE combinations identified in the Agreement and this Amendment must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this Agreement. Notwithstanding anything to the contrary in this Agreement and in addition to fully reserving its other rights, Telco reserves its right to exercise its option at any time in the future to adopt on a date specified by Telco the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions. In the event that the FCC, a state regulatory agency or a court of competent jurisdiction, in any proceeding finds, rules and/or otherwise orders that any of the UNEs and/or UNE combinations provided for under this Agreement and this Amendment do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order upon written request of either Party. In such event, the Parties shall have sixty (60) days from the effective date of the order to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications required to the agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the effective date of the order, any disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.

5. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
6. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
7. This Amendment shall be effective upon approval by the Indiana Utilities Regulatory Commission (IN-CC).

AMENDMENT- NAME CHANGE
PAGE 3 OF 3
TELCO/VOICESTREAM WIRELESS CORPORATION
11/08/02

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of the date above.

T-Mobile USA, Inc.

By: 

David A. Miller

Name: Senior Vice President and General Counsel
(Print or Type)

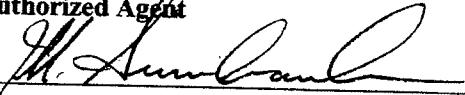
Title: _____
(Print or Type)

Date: 1/16/03

AECN/OCN # _____

**Indiana Bell Telephone Company Incorporated
d/b/a Ameritech Indiana**

**By: SBC Telecommunications, Inc.,
its authorized Agent**

By: 

Name: Mike Aulinbauh
(Print or Type)

Title: *For/* President-Industry Markets

Date: JAN 17 2003

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
INDIANA BELL TELEPHONE COMPANY INCORPORATED d/b/a SBC INDIANA
AND
T-MOBILE USA, INC.**

Indiana Bell Telephone Company Incorporated¹ d/b/a SBC Indiana, as the Incumbent Local Exchange Carrier in Indiana, (hereafter, "ILEC") and T-Mobile USA, Inc. as a Competitive Local Exchange Carrier ("CLEC"), an Independent Local Exchange Carrier ("Independent") or Commercial Mobile Radio Service ("CMRS") provider in Indiana, (referred to as "CARRIER"), in order to amend, modify and supersede any affected provisions of their Interconnection Agreement with ILEC in Indiana ("Interconnection Agreement"), hereby execute this Reciprocal Compensation Amendment for ISP-Bound Traffic and Federal Telecommunications Act Section 251(b)(5) Traffic (Adopting FCC's Interim ISP Terminating Compensation Plan) ("Amendment"). CLEC and Independent are referred to as "LEC."

1. Scope of Amendment
 - 1.1 On or about May 9, 2003, ILEC made an offer to all carriers in the state of Indiana (the "Offer") to exchange traffic on and after June 1, 2003 under Section 251(b)(5) of the Act pursuant to the terms and conditions of the FCC's interim ISP terminating compensation plan of the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April 27, 2001) ("FCC ISP Compensation Order") which was remanded but not vacated in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002).
 - 1.2 The purpose of this Amendment is to include in CARRIER's Interconnection Agreement the rates, terms and conditions of the FCC's interim ISP terminating compensation plan for the exchange of ISP-bound traffic lawfully compensable under the FCC ISP Compensation Order ("ISP-bound Traffic") and traffic lawfully compensable under Section 251(b)(5) ("Section 251(b)(5) Traffic").
 - 1.3 This Amendment is intended to supersede any and all contract sections, appendices, attachments, rate schedules, or other portions of the underlying Interconnection Agreement that set forth rates, terms and conditions for the terminating compensation for ISP-bound Traffic and Section 251(b)(5) Traffic exchanged between ILEC and CARRIER. Any inconsistencies between the provisions of this Amendment and provisions of the underlying Interconnection Agreement shall be governed by the provisions of this Amendment.
2. Rates, Terms and Conditions of FCC's Interim Terminating Compensation Plan for ISP-Bound Traffic and Section 251(b)(5) Traffic
 - 2.1 ILEC and CARRIER hereby agree that the following rates, terms and conditions shall apply to all ISP-bound Traffic and all Section 251(b)(5) Traffic exchanged between the Parties on and after the date this Amendment becomes effective pursuant to Section 4.1 of this Amendment.
 - 2.2 Descending Reciprocal Compensation Rate Schedule for ISP-bound Traffic and Section 251(b)(5) Traffic:
 - 2.2.1 The rates, terms, conditions in this section apply only to the termination of ISP-bound Traffic and Section 251(b)(5) Traffic, and ISP-bound Traffic is subject to the growth caps and new local market restrictions stated in Sections 2.3 and 2.4 below. Notwithstanding anything contrary in this Amendment, the growth caps in Section 2.3 and the rebuttable presumption in Section 2.6 only apply to LECs.

¹ Indiana Bell Telephone Company Incorporated ("Indiana Bell"), an Indiana corporation, is a wholly owned subsidiary of Ameritech Corporation, which owns the former Bell operating companies in the States of Illinois, Indiana, Michigan, Ohio and Wisconsin. Indiana Bell offers telecommunications services and operates under the names "SBC Indiana" and "SBC Ameritech Indiana", pursuant to assumed name filings with the State of Indiana. Ameritech Corporation is a wholly owned subsidiary of SBC Communications, Inc.

2.2.2 The Parties agree to compensate each other for such ISP-bound Traffic and Section 251(b)(5) Traffic on a minute of use basis, according to the following rate schedule:

June 1, 2003 – June 14, 2003:	.0010 per minute
June 15, 2003 and thereafter:	.0007 per minute

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

2.3 ISP-bound Traffic Minutes Growth Cap

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

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

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

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

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

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

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

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

2.6 ISP-bound Traffic Rebuttable Presumption

In accordance with Paragraph 79 of the FCC's ISP Compensation Order, LEC and ILEC agree that there is a rebuttable presumption that any of the combined Section 251(b)(5) Traffic and ISP-bound Traffic exchanged between LEC and ILEC exceeding a 3:1 terminating to originating ratio is presumed to be ISP-bound Traffic subject to the compensation and growth cap terms in this Section 2.0. Either party has the right to rebut the 3:1 ISP presumption by identifying the actual ISP-bound Traffic by any means mutually agreed by the Parties, or by

any method approved by the applicable regulatory agency, including the Commission. If a Party seeking to rebut the presumption takes appropriate action at the Commission to rebut the presumption within sixty (60) days of receiving notice of ILEC's Offer and the Commission approves such rebuttal, then that rebuttal shall be retroactively applied to the date the Offer became effective. If a Party seeks to rebut the presumption after sixty (60) days of receiving notice of ILEC's Offer and the Commission approves such rebuttal, then that rebuttal shall be applied on a prospective basis as of the date of the Commission approval.

3. Reservation of Rights

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

4. Miscellaneous

- 4.1 If this Amendment is executed by CARRIER and such executed amendment is received by ILEC on or before June 9, 2003, this Amendment will be effective as of June 1, 2003, subject to any necessary state commission approval; provided, however, the rates will not be implemented in ILEC's billing system until after any necessary state commission approval, at which time the rates billed by the Parties beginning on June 1, 2003 will be subject to a true-up. If this Amendment is executed by CARRIER but such executed amendment is not received by ILEC until after June 9, 2003, this Amendment will become effective ten (10) days following the date such Amendment is approved or is deemed to have been approved by the applicable state commission.
- 4.2 This Amendment is coterminous with the underlying Interconnection Agreement and does not extend the term or change the termination provisions of the underlying Interconnection Agreement.
- 4.3 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING INTERCONNECTION AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- 4.4 Every rate, term and condition of this Amendment is legitimately related to the other rates, terms and conditions in this Amendment. Without limiting the general applicability of the foregoing, the change of law provisions of the underlying Interconnection Agreement, including but not limited to the "Intervening Law" or "Change of Law" or "Regulatory Change" section of the General Terms and Conditions of the Interconnection Agreement and as modified in this Amendment, are specifically agreed by the Parties to be legitimately related to, and inextricably intertwined with this the other rates, terms and conditions of this Amendment.
- 4.5 In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof, including but not limited to its rights under the United States Supreme Court's opinion in *Verizon v. FCC*, et al, 535 U.S. 467 (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) ("USTA decision"); the FCC's Triennial Review Order, adopted on February 20, 2003, on remand from the USTA decision and pursuant to the FCC's Notice of Proposed Rulemaking, *Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, CC Docket No. 01-338 (FCC 01-361) (rel. Dec. 20, 2001); the FCC's Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, 15 FCC Rcd 1760 (FCC 99-370) (rel. Nov. 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002); or the Public Utilities Act of Illinois, which was amended on May 9, 2003 to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"). On May 9, 2003, the Public Utilities Act of Illinois was amended to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"). The Illinois Law establishes a specific method for setting certain UNE rates in Illinois,

mandates that the Illinois Commerce Commission ("ICC") apply the method and determine the rates ("ICC Rates"), and expressly deems all interconnection agreements to be amended to contain the ICC Rates immediately upon the ICC's announcement of such adjusted rates, without further action. Rather, in entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings and the Illinois Law, including but not limited to its right to dispute whether any UNEs and/or UNE combinations identified in the Agreement and this Amendment must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this Agreement. Notwithstanding anything to the contrary in this Agreement and in addition to fully reserving its other rights, SBC Indiana reserves its right, to the extent SBC Indiana has not already invoked the FCC ISP terminating compensation in Indiana and incorporated the rates, terms and conditions of such plan into this Agreement, to exercise its option at any time to adopt on a date specified by SBC Indiana the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement. In the event that a state or federal regulatory or legislative body or a court of competent jurisdiction, in any proceeding, finds, rules and/or otherwise orders that any of the UNEs and/or UNE combinations provided for under this Agreement and this Amendment do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order upon written request of either Party ("Written Notice"). In addition, to the extent this Agreement is in effect in Illinois, the Parties agree that any ICC orders implementing the Illinois Law, including, without limitation, the ICC Rates, shall automatically apply to this Agreement (for the state of Illinois only) as of the effective date of any such order(s) upon Written Notice, and as soon as practical thereafter, SBC Illinois shall begin billing the ICC Rates; provided, however, the Parties acknowledge and agree that no later than sixty (60) days from the Written Notice, the Parties will execute a conforming Amendment to this Agreement so that the Agreement accurately reflects the ICC Rates and SBC Illinois will issue any adjustments, as needed, to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s). With respect to all other Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications required to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.

IN WITNESS WHEREOF, this Reciprocal Compensation Amendment for ISP-Bound Traffic and Federal Telecommunications Act Section 251(b)(5) Traffic (Adopting FCC Interim Terminating Compensation Plan) to the Interconnection Agreement was exchanged in triplicate on this 25th day of June, 2003, by ILEC, signing by and through its duly authorized representative, and CARRIER, signing by and through its duly authorized representative

T-Mobile USA, Inc.

By: A. Saad

Name: _____
(Print or Type)

Abdul Saad

Vice President

Title: Systems Engineering & Network Operations
(Print or Type)

Date: 6/16/03

FACILITIES-BASED OCN # _____

ACNA _____

Indiana Bell Telephone Company Incorporated d/b/a
SBC Indiana by SBC Telecommunications, Inc., its
authorized agent

By: M. Aunbahn

Name: Mike Aunbahn
(Print or Type)

Title: For/ President – Industry Markets

Date: JUN 25 2003

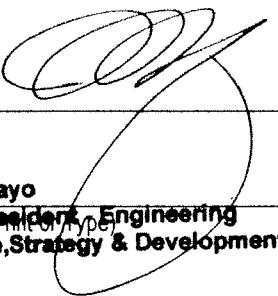
**AMENDMENT TO
INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996
BETWEEN
INDIANA BELL TELEPHONE COMPANY INCORPORATED d/b/a AT&T INDIANA
AND
T-MOBILE USA, INC.**

The Interconnection Agreement effective July 25, 2001 by and between Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana ("AT&T")¹ and T-Mobile USA, Inc. ("T-Mobile") ("Agreement") effective in the state of Indiana is hereby amended as follows:

1. Section 11 Term and Termination of the General Terms and Conditions is amended by adding the following section:
 - 11.1.1 Notwithstanding anything to the contrary in this Section 11, the original expiration date of this Agreement, as modified by this Amendment, will be extended for a period of three (3) years from October 18, 2007 until October 18, 2010 (the "Extended Expiration Date"). The Agreement shall expire on the Extended Expiration Date; provided, however, that during the period from the effective date of this Amendment until the Extended Expiration Date, the Agreement may be terminated earlier either by written notice from T-Mobile, by AT&T pursuant to the Agreement's early termination provisions, by mutual agreement of the parties, or upon the effective date of a written and signed superseding agreement between the parties.
2. The Parties acknowledge and agree that AT&T shall permit the extension of this Agreement, subject to amendment to reflect future changes of law as and when they may arise.
3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
4. 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.
5. This Amendment shall be filed with and is subject to approval by the Indiana Utilities Regulatory Commission and shall become effective ten (10) days following approval by such Commission.

¹ Indiana Bell Telephone Company Incorporated (previously referred to as "Indiana Bell" or "SBC Indiana") now operates under the name "AT&T Indiana".

T-Mobile USA, Inc.

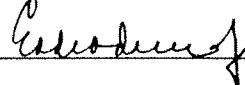
By: 

Name: **Dave Mayo**
Vice President, Engineering
Finance, Strategy & Development

Title: _____
(Print or Type)

Date: **5/12/08**

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

By: 

Name: **Eddie A. Reed, Jr.**
(Print or Type)

Title: Director-Interconnection Agreements

Date: **5.23.08**

T-Mobile Legal Approval

5-1-08

AT&T Wholesale Amendment

Contract Number: 17291

**AMENDMENT TO THE AGREEMENT
BETWEEN
T-Mobile USA, Inc.
AND**

Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA

This Amendment (the "Amendment") amends the T-Mobile USA, Inc. CMRS Interconnection Agreement for a Wireless System under Sections 251 and 252 of the Telecommunications Act of 1996 by and between Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, hereinafter referred to as "AT&T" and T-Mobile USA, Inc. acting on behalf of its operating subsidiaries including T-Mobile Central LLC and PowerTel/Memphis, Inc., ("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 CMRS Interconnection Agreement for a Wireless System under Sections 251 and 252 of the Telecommunications Act of 1996 for Commercial Mobile Radio Service (CMRS), dated November 3, 1999 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:

2. The Parties agree to include the following definitional modification:

The Parties intend their Agreement refer to the new definitional terms that the FCC has used in its new rules, including "Non-Access Telecommunications Traffic" and "Access Telecommunications Traffic." Thus, any references in the Agreement to "local", "Local Traffic", "251(b)(5)" or "intraMTA" traffic are replaced with the term, "Non-Access Telecommunications Traffic." Similarly, any references in the Agreement to "toll," "Non-Local" or "interMTA" traffic are replaced with the term, "Access Telecommunications Traffic." Specifically, consistent with FCC Rule §51.701(b), the term "Non-Access Telecommunications Traffic" means traffic exchanged between a LEC and a CMRS provider that, at the beginning of the call, originates and terminates within the same Major Trading Area. Non-Access Telecommunications Traffic does not include transit or intermediary traffic.

3. Effective July 1, 2012, the Parties shall implement bill-and-keep for Non-Access Telecommunications 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 Non-Access Telecommunications Traffic exchanged between the Parties.
4. 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.
5. The Parties agree to remove the terminating InterMTA rates and to replace the CMRS Interconnection Rates Per Minute of Use for Type 2A, Type 2B and Type 1 in Attachment I of the Agreement with the rates contained in Exhibit 1 attached hereto. IntraMTA Traffic will continue to be referenced as Section 251(b)(5) Calls Transport and Termination in Exhibit 1. In all other respects the Appendix Pricing shall remain the same.

6. The Parties agree that the terms and conditions of this Agreement shall apply only to Non-Access Telecommunications Traffic, as defined herein. Further, the terms and conditions shall only apply to traffic originated by, or terminated to, a wireless carrier's network; e.g., this Agreement specifically does not include traffic that only uses a wireless carrier's FCC licensed CMRS services to relay the call from one wireline facility to another carrier.
7. For purposes of carriers adopting this Agreement, there shall be no retroactive application of any provision of this Amendment.
8. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
9. 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.
10. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
11. 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"). Subsequent to Commission approval, the rate changes, as set forth in Section 4 above, will be implemented as of July 1, 2012.

T-Mobile USA, Inc.

Signature: 

Name: Bryan Fleming
(Print or Type)

Title: Vice President – Technical Systems and Business Operations
(Print or Type)

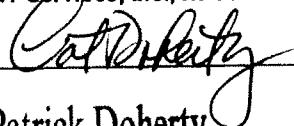
Date: 7/26/12

T-Mobile Legal Approval By:



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Indiana Bell Telephone Company Incorporated d/b/a AT&T
INDIANA, by AT&T Services, Inc., its authorized agent

Signature: 

Name: Patrick Doherty
(Print or Type)

Director - Regulatory

Title: _____
(Print or Type)

Date: 7/31/12

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