

AT&T Wholesale Agreement

EXECUTION COPY

INTERCONNECTION AGREEMENT
UNDER SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996

by and between

SOUTHWESTERN BELL TELEPHONE COMPANY

and

ASAP PAGING INC.
AWESOME PAGING INC.
BAYSTAR
CENTRAL LINK
DIGI COM COMMUNICATIONS, INC.
HIGHLAND DIGITAL PAGING
METROTEL
TEXAS COMMUNICATIONS

PAGING
INTERCONNECTION AGREEMENT
BETWEEN
SOUTHWESTERN BELL TELEPHONE COMPANY
AND
AWESOME PAGING INC.

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PAGING INTERCONNECTION AGREEMENT

THIS AGREEMENT, dated Oct. 15, 1998 is by and between Southwestern Bell Telephone Company, a Missouri corporation ("LEC") and Awesome Paging Inc., ("Carrier").

WHEREAS, LEC is a duly authorized common carrier by wire engaged in providing telecommunications service in the State of Texas; and

WHEREAS, Carrier holds authority from the Federal Communications Commission to provide Commercial Mobile Radio Services, including one-way paging services which Carrier is now providing in the State of Texas as a telecommunications carrier; and

WHEREAS, LEC and Carrier have agreed to interconnect to permit the delivery of calls to Carrier's Paging Terminals in accordance with the Telecommunications Act of 1996 ("1996 Act"); and

WHEREAS, the Parties seek to accomplish interconnection in a technically and economically efficient manner in accordance with the requirements in the 1996 Act; and

WHEREAS, Section 251 of the 1996 Act mandates good faith negotiations between the incumbent Local Exchange Carrier and any telecommunications carrier requesting interconnection or services; and

WHEREAS, using this negotiation process, LEC and Carrier have reached agreement on the terms and conditions to govern their interconnection agreement, as set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein contained, LEC and Carrier hereby covenant and agree as follows:

1. DEFINITIONS

For purposes of this Agreement, including any and all Attachments, Exhibits, Appendices and Schedules hereto, and as used herein, the terms set forth below shall be defined as follows. Unless the context clearly indicates otherwise, any term defined or used in the singular will include the plural. The words "will" and "shall" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other will not mean a different degree of right or obligation for either Party. A defined word intended to convey its special meaning is capitalized when used. Other terms that are capitalized and not defined in this Agreement will have the meaning in the Act or, in the absence of their inclusion in the Act, their customary usage in the telecommunications industry as of the Effective Date of this Agreement.

1.1. "Act" means the Communications Act of 1934, 47 U.S.C. § 151, et seq., as

amended by the Telecommunications Act of 1996, and as interpreted from time to time in the duly authorized rules and regulations of the FCC or the Commission.

- 1.2. "Affiliate" means any person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this definition, the term "own" means to own an equity interest (or the equivalent thereof) of more than ten percent (10%). Person shall mean any individual, partnership, corporation, company, limited liability company association, or any other legal entity authorized to transact business in any state in the United States.
- 1.3. "Answer Supervision" means an off-hook supervisory signal of at least two seconds in duration sent by Carrier to LEC's serving End Office on all Completed Calls after address signaling has been completed.
- 1.4. "Authorized Services" means those CMRS paging services which Carrier may lawfully provide on an interconnected basis, pursuant to the Communications Act of 1934, as amended.
- 1.5. "Bellcore" means Bell Communications Research, Inc.
- 1.6. "Carrier" means the CMRS paging provider listed above. Carrier shall not include any Affiliate of Carrier or other legal entity absent separate agreement of the Parties and except as listed on Appendix Affiliates.
- 1.7. "Central Office", "Central Office Switch" or "CO" means a switching entity within LEC's network, including, but not limited to End Office Switches and Tandem Switches. Central Office Switches may be employed as combination End Office/Tandem Switches.
- 1.8. "Commercial Mobile Radio Service" or "CMRS" is as defined by the FCC.
- 1.9. "Commission" means the state regulatory body with jurisdiction over telecommunications.
- 1.10. "Completed Call" means a call which is delivered to Carrier's Paging Terminal and for which Answer Supervision is returned.
- 1.11. "Customer" means the end user purchaser of telecommunications services from LEC.
- 1.12. "Dedicated NXX Code" means a three-digit exchange prefix and associated 10,000 telephone number block assigned to Carrier's network.
- 1.13. "Disconnect Supervision" means an on-hook supervisory signal sent at the completion of a call.
- 1.14. "End Office" is a location containing switches from which LEC's Customer's Exchange Services are directly connected and offered.

- 1.15. "Exchange Service" is as defined in the Act.
- 1.16. "FCC" means the Federal Communications Commission.
- 1.17. "Governmental Authority" means any federal, state, local, foreign, or international court, government, department, commission, board, bureau, agency, official, or other regulatory, administrative, legislative, or judicial authority with jurisdiction.
- 1.18. "Interconnection" is the physical linking of LEC's network with Carrier's paging system.
- 1.19. "Interexchange Carrier" or "IXC" means a provider of interexchange telecommunications services.
- 1.20. "LATA" means Local Access and Transport Area the boundaries of which are set forth in LEC's tariffs.
- 1.21. "Local Service Area" is the area within which service is furnished by LEC between stations without charge other than the regular exchange service charge.
- 1.22. "Local Exchange Carrier" or "LEC" is as defined in the Act, and refers in this Agreement to Southwestern Bell Telephone Company.
- 1.23. "Local Exchange Routing Guide" or "LERG" means a Bellcore Reference Document used by Telecommunications Carriers to identify NPA-NXX routing and homing information as well as equipment designations.
- 1.24. "MTA" means "Major Trading Area" as defined by the FCC rules, Part 24, § 24.202(a).
- 1.25. "North American Numbering Plan" or "NANP" means the system of telephone numbering employed in the United States, Canada, and certain Caribbean countries.
- 1.26. "Numbering Plan Area" or "NPA" is also sometimes referred to as an area code and the three digit indicator that is defined by the "A", "B" and "C" digits of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA. A "Geographic NPA" is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that Geographic area. "Non-Geographic NPAs" are SAC Codes.
- 1.27. "NXX", "NXX Code", or "Central Office Code" means the three digit switch entity indicator that is defined by the "D", "E", and "F" digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers.
- 1.28. "Paging Customer" means the end user purchaser of paging services from Carrier.
- 1.29. "Paging Interconnection" is the arrangements described in this Agreement for the

one-way, land to Carrier delivery of traffic

- 1.30. "Paging Interconnection Trunks/Trunk Groups" are one-way, land to Carrier trunks/trunk groups used solely for the delivery of Paging traffic at the POI between LEC's network and Carrier's network.
- 1.31. "Paging Terminal" is equipment used by Carrier to receive, store, and forward paging messages to Carrier's Customers.
- 1.32. "Party" means either LEC or Carrier. "Parties" means both LEC and Carrier.
- 1.33. "Point of Interconnection" or "POI" means the physical demarcation point between LEC and Carrier. This point establishes the technical interface, the test point(s), and the point(s) for operational division of responsibility between LEC's network and Carrier's paging system. The location of POIs between LEC and Carrier at the time of execution of this Agreement are set forth in Appendix -- POI. Any change to the POI locations listed in Appendix -- POI shall require agreement of the Parties.
- 1.34. "Rate Center" means the specific geographic point and corresponding geographic area that have been identified by a LEC as being associated with a particular NPA-NXX code.
- 1.35. "Service Access Code" or "SAC Code" is a non-geographic NPA typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas; 500, Toll Free Service NPAs, 700 and 900 are examples of SAC Codes.
- 1.36. "Serving Wire Center" means the Wire Center that serves the geographic area where Carrier is located.
- 1.37. "Switched Access" service means an offering of access to services or facilities for the purpose of the delivery of traffic from or to Switched Access Service customers in a given area pursuant to a Switched Access tariff. Switched Access Services include: Feature Group A ("FGA"), Feature Group B ("FGB"), Feature Group D ("FGD"), Toll Free Service, and 900 access.
- 1.38. "Tandem Switches" or "Access Tandem Switches" are switches that are used to connect and switch trunk circuits between and among LEC's Central Office Switches and other Telecommunications Carriers' switches of equipment for the purposes of providing local exchange and Switched Access services.
- 1.39. "Tandem" refers to a LEC Central Office containing an Access Tandem Switch.
- 1.40. "Telecommunications Carrier" is as defined in the Act.
- 1.41. "Toll Free Service" means service provided with a dialing sequence that invokes toll-free, (i.e., 800-like) service processing. Toll Free Service includes calls to the Toll Free Service 800/888 NPAs.

- 1.42. "Trunk Side" refers to a Central Office switch connection that is capable of, and has been programmed to treat the circuit as connecting to another switching entity, for example, another Central Office switch. Trunk Side connections offer those transmission and signaling features appropriate for the connection of switching entities and cannot be used for the direct connection of ordinary telephone station sets.
- 1.43. "Type 1 Connecting Facilities" or "Type 1" means Paging Interconnection services, arrangements, and facilities established between Carrier's POI and LEC's End Office(s) as technically defined in Bellcore Technical Reference GR-145-CORE and TA-NPL-222912 and as provided in accordance with this Agreement.
- 1.44. "Type 2A Connecting Facility" or "Type 2A" means Paging Interconnection services, arrangements, and facilities established between Carrier's POI and LEC's Tandem(s) as technically defined in Bellcore Technical Reference GR-145-CORE and as provided in accordance with this Agreement.
- 1.45. "Wire Center" denotes a building or space within a building which serves as an aggregation point on a given carrier's network, where transmission facilities and circuits are connected and switched. LEC's Wire Center can also denote a building in which one or more Central Offices, used for the provision of exchange services and Switched Access services, are located.

2. PAGING INTERCONNECTION FOR TRAFFIC DELIVERY

- 2.1 Technical Provisions.** This section provides for the physical connection of the facilities and equipment of Carrier and LEC's network for the transmission and routing of paging calls within the Local Service Area and Switched Access traffic consistent with the requirements of 47 C.F.R. Part 51, Section 51.305. Carrier may order (and pay for at tariffed rates) any trunking arrangement generally available under LEC's published and approved tariffs. Alternatively, Carrier may choose interconnection under the terms described below in this Paragraph 2.1.

- 2.1.1 Paging Interconnection.** Carrier may order Type 1 or Type 2A Connecting Facilities in the configurations described below:

- 2.1.1.1. Type 1.** Carrier shall designate only one Point of Interconnection ("POI") in each Local Service Area from which Carrier desires to receive traffic through Type 1 Connecting Facilities, and shall designate only one End Office per Local Service Area to be associated with that POI and from which to receive the Type 1 service. All of Carrier's telephone numbers served by a Type 1 POI shall be assigned in the LERG to the End Office designated by Carrier to be associated with such POI, except as described below. The location of Type 1 POIs at the time of execution of this Agreement are set forth in Appendix POI. Any change to the POI locations listed in Appendix POI shall comply with the provisions of this Section 2 and Section 17, below.

Carrier can designate the interface it wants to receive as: Trunk Side terminations at voice grade, DSO or DS1 level, or line side terminations at voice grade. Carrier shall provide LEC traffic forecasts as provided in Section 2.6 below. LEC shall provide the facility from the designated End Office to the POI associated with it.

Only one trunk group will be provided by LEC from the designated End Office to Carrier's associated POI.

LEC shall be solely responsible, at its expense, for installation and maintenance of facilities and associated Paging Interconnection Trunks to each such POI. Carrier shall be solely responsible, at its expense, for providing all facilities on its side of each such POI.

Carrier may purchase additional Type 1 Connecting Facilities at rates contained in LEC's Cellular Mobile Telephone Interconnection Tariff. Such facilities shall be governed by such Tariff and Carrier will pay for such facilities. If Carrier's telephone numbers served by a particular POI are not associated in the LERG with the Serving Wire Center of the designated POI, then Carrier shall provide, at its expense, the facilities from the End Office with which the telephone numbers are associated to the designated POI.

2.1.1.2 Type 2A – Carrier may select Option 1 and/or Option 2.

Option 1 -- Carrier may designate NXXs that it has been assigned by a Central Office Code Administrator to a LEC Tandem. Each NXX must have a single rate point and that rate point must be associated with an End Office served by the designated LEC Tandem.

Carrier shall provide LEC traffic forecasts as provided in Section 2.6 below.

Carrier shall designate a separate POI to be associated with each LEC Tandem within a LATA with which Carrier wishes to interconnect. The Serving Wire Center of the POI associated with each Tandem must be the Wire Center within which that Tandem resides. LEC shall provide the facility from each LEC Tandem within a LATA to its associated POI. Only one trunk group will be provided by LEC from each LEC Tandem to its associated POI. If the Serving Wire Center of a POI associated with a Tandem is not the Wire Center within which that Tandem resides, then Carrier shall provide, at its expense, the facilities from the Tandem to its associated POI.

Option 2 -- Carrier may designate NXXs that it has been assigned by a Central Office Code Administrator to a LEC Tandem

with LATA Wide Paging ("LWP"). Each NXX will have the rate point of that LEC Tandem for purposes of rating all other traffic. LWP is a service that permits LEC's Customers to place local calls to Carrier's designated LWP NXX from any location within the LATA without incurring an additional charge, i.e., no toll charges are applied to the LEC Customer. LWP includes the delivery of only traffic that originates on LEC's network. Other traffic will be rated on the V & H coordinates of the point of origination and the V & H coordinates of the Tandem. Carrier shall be solely responsible, at its expense, for providing a LEC-owned dedicated one-way Type 2A Connecting Facility established solely for the completion of LWP calls. LWP will only apply to NXXs assigned to a LEC Tandem with LWP.

2.1.2. **Signaling Protocol.** The Parties agree, subject to Section 3.4.2 below, to interconnect their networks using multi-frequency ("MF") or ("DTMF") signaling, subject to availability at the end office or tandem at which interconnection occurs. The Parties acknowledge that the use of MF signaling may introduce undesirable characteristics to the interconnection arrangement, and may cause service problems. LEC will not be responsible for correcting such performance problems that are associated with MF-to-SS7 inter-working or the signaling protocol required for MF interconnection with Carrier.

2.2. Paging Interconnection Trunk Arrangement and Associated Signaling Interconnection.

2.2.1. **Trunk Side Paging Interconnection Terms.** Using the facilities and trunk arrangements described in Section 2.1 above, LEC shall deliver traffic to Carrier as follows:

- a. LEC shall deliver traffic from IXCs to Carrier's Paging Terminals over Paging Interconnection Trunks.
- b. Except as set forth in subsection c. below, LEC shall deliver all traffic destined to Carrier's Paging Terminal in accordance with the serving arrangements defined in the LERG.
- c. The Parties will conform their routing to the LERG, except when a Paging Terminal interconnected under this Agreement with a LEC Tandem and also interconnected with another Telecommunication Carrier's switch, in which case LEC will use the existing facility between Carrier's Paging Terminal and LEC's Tandem to deliver traffic to such Paging Terminal. It is the responsibility of Carrier to negotiate interconnection and compensation arrangements directly with those other Telecommunications Carriers. LEC will deliver all land to Carrier calls destined for a Paging Terminal interconnected under the terms of this Agreement, regardless of the Telecommunications Carrier originating the

call; other than delivering the call, LEC has no responsibility for traffic routed through another Telecommunications Carrier's Tandem Switch to LEC's Tandem Switch destined for Carrier's Paging Terminal.

2.3. Responsibilities of the Parties.

2.3.1. Carrier and LEC shall:

- a. Provide trained personnel with adequate and compatible test equipment to work with each other's technicians;
- b. Notify each other when there is any change affecting service;
- c. Coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure the Paging Interconnection Trunks/Trunk Groups and facilities are installed and comply with acceptance test requirements and are placed in service in a timely fashion;
- d. Perform sectionalization to determine if a trouble is located in its facility or its portion of the Paging Interconnection Trunks prior to referring the trouble to each other; and
- e. Provide each other with a trouble reporting number that is readily accessible and available 24 hours/7 days a week.

2.3.2. Carrier shall provide LEC test line numbers and access to test lines, including a test line number that returns Answer Supervision in each of Carrier's Designated NPA-NXXs.

2.3.3. Carrier agrees that it will not market to its Customers, hold itself out, enter into any agreement to provide, or encourage its Customers to use facilities and services provided hereunder for the provision of services other than Carrier's Authorized Services. To the extent that Carrier seeks to use the interconnection arrangements provided herein to provide services other than interconnection for one-way land to Carrier service (*i.e.*, two-way services, facilities-based landline service, tandeming arrangements, dispatch, administrative, enhanced services (other than enhanced services incidental to the provision of one-way paging) or sales), the Parties shall separately negotiate and agree upon the terms and conditions for the exchange of such traffic.

2.4. Terms for Use of Facilities for Paging Interconnection.

2.4.1. **Paging Interconnection Transport Arrangements.** The Parties will interconnect their networks using digital or analog facilities, as selected by LEC in its sole discretion. The quality of service provided hereunder to Carrier shall be no lower under this Agreement than it is on the date prior to the Effective Date.

2.4.2. **Amendments To Paging Interconnection POI Locations.** The POI

locations between LEC and Carrier are set forth in Attachment I to this Agreement. The Parties must mutually agree in writing to any amendment, change, or other modification of the Paging Interconnection POI locations.

2.5. Intercept Arrangements.

- 2.5.1. Carrier shall provide voice intercept recorded announcement and/or distinctive tone signals to the calling Party when a call is directed to a number within one of its NXX Code(s) that has not been assigned to a customer.
- 2.5.2. When Carrier's system is not able to complete a call because of a malfunction in Carrier's system, Carrier will, when possible, either divert the call to an operator or provide a recorded announcement to the calling party advising that the call cannot be completed.
- 2.5.3. Whenever a call is directed to an operator or a voice intercept recorded announcement as described in Section 2.5.2., Carrier shall not provide Answer Supervision.

2.6. Traffic Forecasting.

- 2.6.1 To assist LEC in managing its network, Carrier shall forecast the volume of traffic of each interconnection facility associated with each POI. Carrier forecast information must be provided to LEC at least twice a year. When extraordinary changes are anticipated, Carrier shall provide additional timely forecasts to account for such changes. For land to Carrier traffic, LEC shall determine the number and type of trunks needed to connect to each of Carrier's paging facilities to handle the actual and forecast future traffic in accordance with industry standards. LEC shall employ such forecasts, actual traffic volumes and sound engineering practices to provide such facilities.

The semi-annual forecasts shall include:

- a. Yearly forecasted trunk quantities (which include measurements that reflect actual Tandem and End Office Paging Interconnection and trunks and Tandem-subtending Paging Interconnection End Office equivalent trunk requirements for three (3) years (current and plus-1 and plus-2) by quarter;
- b. The use of Common Language Location Identifiers ("CLLI-MSG"), which are described in Bellcore documents BR 795-100-100 and BR 795-400-100;
- c. A description of major network projects that affect the other Party. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, or other

activities by either Party that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

- 2.6.2. LEC reserves the right to resize any Paging Interconnection Trunk/Trunk Group in its sole discretion, as dictated by sound engineering practice. LEC shall provide reasonable notice of such change and confer with Carrier before initiating any resizing.
- 2.6.3. Each Party shall provide the other with a specific point of contact for planning, forecasting, and trunk servicing purposes.

2.7 Trunk Servicing

- 2.7.1 LEC shall be the designated Control Party for all Paging Interconnection Trunks provided to Carrier. Carrier shall be the designated Control Party for all Paging Interconnection Trunks provided by LEC where Carrier is responsible for 100% of the associated facility charges. The Control Party shall have sole responsibility for all Service Requests involving their Paging Interconnection Trunk adds, changes, or disconnects. All Service Requests will be processed by use of an Access Service Request (ASR) and shall be forwarded to LEC's Wireless Interexchange Carrier Service Center (ICSC).
- 2.7.2 Parties shall jointly manage the capacity of Paging Interconnection Trunk Groups. Should a Party identify a need for change on trunk groups for which the other Party is the designated Control Party, that Party shall submit a Trunk Group Servicing Request (TGSR) to the Control Party. If agreeable, the Control Party will respond by issuing an ASR within 10 days of receipt. If the Control Party does not agree, the Control Party will initiate a joint planning discussion within 10 days.
- 2.7.3 LEC's ICSC will issue a Firm Order Confirmation (FOC) and, if requested on the ASR, a Design Layout Record (DLR) to the Control Party within five (5) business days after receipt of the ASR.
- 2.7.4 The LEC will process trunk service requests submitted via a properly completed ASR within twenty (20) business days of receipt of such ASR unless defined as a major project, as stated in Section 2.9.2 below. Facilities must also be in place before trunk orders can be completed.
- 2.7.5 Orders that comprise a major project, i.e. five (5) DS1's or more shall be submitted in a timely fashion, and their implementation shall be jointly planned and coordinated.
- 2.7.6 In the event that Carrier requires trunk servicing within shorter time intervals than those provided for in this Agreement due to a bona fide end user demand, the Control Party may designate its ASR as an "Expedite" and LEC shall use best efforts to issue its FOC and DLR and install

service within the requested interval according to applicable tariff provisions.

2.7.7 Each Party shall be responsible for engineering their networks on their side of the POI.

2.8 Trunk Design Blocking Criteria

2.8.1 Trunk forecasting and servicing for Paging Interconnection Trunk Groups shall be based on the industry standard objective of two percent (2%) overall time consistent average busy season busy hour loads (one percent (1%) from the End Office to the Tandem and one percent (1%) from the Tandem to the End Office based on the engineering document referred to as Neil Wilkinson B.01M [Medium Day-to-Day Variation] until traffic data is available).

2.8.2 Control Party agrees to service trunk groups to the foregoing blocking criteria in a timely manner when trunk groups exceed measured blocking thresholds on an average time consistent busy hour for a twenty (20) business day study period. The Parties agree that twenty (20) days is the study period duration objective. However, a study period on occasion may be less than twenty (20) days but at minimum must be at least three (3) days to be utilized, although with less statistical confidence.

2.9. Ordering

2.9.1. Orders from Carrier to LEC to modify trunking arrangement shall be placed by use of a Trunk Group Service Request ("TGSR") by facsimile transmission. LEC shall consider Carrier-placed TGSRs, but shall have the right to reject such TGSRs if, in LEC's engineering judgment, the TGSR is not necessary.

2.9.2. LEC will manage the capacity of Paging Interconnection Trunk Groups, LEC will send a Trunk Group Service Request ("TGSR") to Carrier to trigger changes LEC desires to the Paging Interconnection Trunk Groups based on LEC's capacity assessment. Carrier will issue a TGSR to LEC to begin the provisioning process:

a. Within ten (10) business days after receipt of the TGSR, upon review of a response to LEC's TGSR; or

b. At any time as a result of Carrier's own capacity management assessment.

Orders that comprise a major project that directly impacts the other Party may be submitted at the same time, and their implementation shall be jointly planned and coordinated. Major projects are those that require the coordination and execution of multiple orders, or related activities between and among LEC and Carrier work groups, including but not limited to the initial establishment of Paging Interconnection Trunk Groups and service

in an area, Designated NXX Code relocations, re-homes, Facility grooming, or major network rearrangements.

2.9.3 Interconnection shall be provided at a level of quality equal to that which each Party provides to itself, a subsidiary, an Affiliate, or any other Telecommunications Carrier; except that, upon Carrier's request, LEC will provide a different level of quality to the extent technically feasible and subject to the negotiation of acceptable provisioning arrangements and compensation arrangements that will ensure recovery of LEC's costs of providing such level of quality of interconnection.

2.9.4. Carrier will be responsible for engineering and maintaining its paging system on its side of the POI. LEC will be responsible for engineering and maintaining its network on its side of the POI.

3. COMPENSATION ARRANGEMENTS

3.1 Traffic From Third Party Providers. Carrier shall be solely responsible for collecting any charges due it for traffic originating other than on LEC's network from the party primarily responsible for such charges. LEC shall not be responsible for such charges nor for billing or collection of such charges. Carrier shall enter into its own agreements with Third Party Providers. LEC will not block traffic involving Third Party Providers.

3.2 Compensation for Local Traffic. LEC shall owe no compensation for the delivery of traffic to Carrier. Should Carrier desire to begin to originate traffic for termination on LEC's network, the parties will negotiate appropriate additions to this Agreement for the provision of facilities and services for that purpose and the compensation to be paid LEC for the transport and termination of such traffic.

3.3 Other Services. The charges for the following Other Services provided by LEC to Carrier are set forth below.

3.3.1 Billed Number Screening. Billed Number Screening shall be available to prevent billing of inward calls to Carrier on a received-collect or third-number basis in either a Dedicated NXX Code or DID Number block.. There are no charges associated with this service. This service will be provided to Carrier unless Carrier informs LEC in writing that it does not want this option. LEC will provide the screening instructions associated with Carrier's telephone numbers for inquiries from carriers which have arrangements with LEC to access the Billed Number Screening database.

3.3.2 Signaling. LEC will provide at Carrier's request, Signaling System 7 ("SS7") in order to allow out of band signaling in conjunction with the delivery of traffic to Carrier's network. When LEC provides SS7 services directly to Carrier, Carrier shall be responsible for charges for STP Access Links and Port Terminations used to connect Carrier's STP and LEC's

STP; rates are specified in Section 23 of FCC Tariff No. 73.

3.3.3 If either Party requests services, facilities or products from the other party that are not covered by this Agreement, the requesting party shall pay for such items in accordance with the normal prices for such items. If LEC provides the service or facility pursuant to tariff, the tarified charges shall be the price at which the service or facility is provided and all applicable tariff terms and conditions shall control.

3.4 Charges and Payment.

3.4.1. **Backbilling/Backcrediting.** Backbilling for all services provided pursuant to this Agreement shall be billed no later than six (6) months after the date service was furnished. Each Party shall request credit for any overbilling by the other Party no later than five (5) months after the date the services were overbilled.

3.4.2. **Billing Disputes.** In the event that a billing dispute arises concerning any charges, the complaining Party shall provide a written description of the dispute to the other Party; thereafter, the dispute shall be resolved in accordance with the Dispute Resolution provisions set forth in Section 33 of this Agreement.

3.4.3. **Tarified Services and Facilities.** Where charges specifically refer to tarified charges, then those tarified charges and those alone shall be deemed amended to conform to any authorized modifications that may hereafter occur to the tariff rates for such equivalent facilities and arrangements. Such amendments shall become effective upon the effective date of tariff modifications. Services and facilities purchased pursuant to LEC's tariffs will be paid for by Carrier at the rates and charges and within the timeframes contained in such tariffs.

3.4.4. **Surcharges and Surcredits.** The rates and charges for facilities and serving arrangements provided pursuant to this Agreement are subject to the applicable surcharges listed in LEC's intrastate and/or interstate tariffs.

3.5. Each Party shall be responsible for billing and collection from their respective end users.

3.6. **Invoices for Charges.** Not later than thirty (30) days following the end of each monthly billing cycle, LEC shall deliver to Carrier an invoice reflecting the charges due from Carrier for charges attributable to the month covered by such billing cycle. Charges due for the initial month or a portion of the initial month during which new items are provided will be included in the next bill rendered. All invoices shall be due and payable within thirty (30) days following the invoice date, or the next bill date, whichever comes first.

3.7. If the entire amount billed, exclusive of any amount disputed, is received by the billing Party after the payment due date or if any portion of the payment is

received by the billing Party in funds which are not immediately available to the billing Party, then a late payment charge will apply to the unpaid balance. The late payment charge will be equal to 1.5% per month. This does not preclude payment by check.

- 3.8. Either Party may request that the other Party verify the accuracy of amounts shown on invoices provided pursuant to this Agreement. The Party receiving the request shall provide information reasonably sufficient to verify its invoices within thirty (30) days after the request date. If the requesting Party still questions an amount shown on an invoice, then such Party may give written notice of commencement of the dispute resolution process in accordance with the terms of this Agreement.
- 3.9. **Lost or Destroyed Usage Data:** In the event that either Party's data is lost, damaged or destroyed and cannot be recovered, and this results in its inability to determine actual usage, the Parties shall agree upon an estimate of the amount of revenue lost based on the Party's average monthly usage in the preceding three (3) months in which data is available and shall use the agreed data for settlement of compensation among themselves. This procedure shall only be employed for one month during any twelve month period or period of continuous loss of usage data, whichever is longer. When the Party resumes having actual usage data, the monthly usage will be calculated for the period of lost, damaged or destroyed data by averaging the usage for the three months before such period and the usage for the three months following such period. If this average monthly usage amount is more than 10% different from the average monthly usage calculated solely on the months preceding the loss period, appropriate adjustments will be made between the parties.
- 3.10 **Taxes**
- 3.10.1 With respect to any purchase of service under this Agreement, if any Federal, state or local government tax, fee, surcharge, or other tax-like charge (a "Tax") is required or permitted by applicable law, ordinance or tariff to be collected from a purchasing Party by the providing Party, then (a) the providing Party will bill, as a separately stated item, the purchasing Party for such Tax, (b) the purchasing Party will timely remit such Tax to the providing Party, and (c) the providing Party will remit such collected Tax to the applicable taxing authority.
- 3.10.2 If the providing Party does not collect a Tax because the purchasing Party asserts that it is not responsible for the tax, or is otherwise excepted from the obligation which is later determined by formal action to be wrong then, as between the providing Party and the purchasing Party, the purchasing Party will be liable for such uncollected Tax and any interest due and/or penalty assessed on the uncollected Tax by the applicable taxing authority or governmental entity.
- 3.10.3 If either Party is audited by a taxing authority or other governmental entity the other Party agrees to reasonably cooperate with the Party being

audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.

3.10.4 If applicable law excludes or exempts a purchase of services under this Agreement from a Tax, and if such applicable law also provides an exemption procedure, such as an exemption certificate requirement, then, if the purchasing Party complies with such procedure, the providing Party will not collect such Tax during the effective period of the exemption. Such exemption will be effective upon receipt of the exemption certificate or affidavit.

3.10.5 If applicable law excludes or exempts a purchase of services under this Agreement from a Tax, but does not also provide an exemption procedure, then the providing Party will not collect such Tax if the purchasing Party (a) furnishes the providing Party with a letter signed by an officer of the purchasing Party claiming an exemption and identifying the applicable law which allows such exemption, and (b) supplies the providing Party with an indemnification agreement, reasonably acceptable to the providing Party, which holds the providing Party harmless on an after-tax basis with respect to forbearing to collect such Tax.

3.10.6 With respect to any Tax or Tax controversy covered by this Section 3, the purchasing Party will be entitled to contest, pursuant to applicable law, and at its own expense, any Tax that it is ultimately obligated to pay. The purchasing Party will be entitled to the benefit of any refund or recovery resulting from such a contest. The providing Party will cooperate in any such contest.

3.10.7 All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other under this Section 3, will be made in writing and will be delivered by certified mail, and sent to the addresses stated in Section 15 and to the following:

To LEC: Managing Director - Tax
 SBC Communications
 175 E. Houston, Suite 8-H-60
 San Antonio, TX 78205

To Carrier: James Young
 Awesome Paging Inc.
 2806 Delmar Suite Dr.
 Victoria, TX 77901

Either Party may from time-to-time designate another address or addressee by giving notice in accordance with the terms of this Section. Any notice or other communication will be deemed to be given when received.

4. NONDISCRIMINATORY ACCESS TO TELEPHONE NUMBER RESOURCES

- 4.1. The Parties agree, in principle, that the administration and assignment of Central Office Codes ("NXXs") should be moved to a neutral third party. In the interim, where LEC functions as Code Administrator, the following provisions apply:
 - 4.1.1. Each Party will comply with Industry Carriers Compatibility Forum ("ICCF") Central Office Code Guidelines, or modifications that may be made to those Guidelines by the newly established Network Interconnection / Interoperability Forum ("NI/IF").
 - 4.1.2. Unless the FCC adopts rules that differ from the ICCF Central Office Code Administration Guidelines, LEC will assign NXX codes to Carrier according to those Guidelines in a competitively neutral manner and on a basis no less favorable than that on which LEC assigns codes to itself or to any other entity. These Number Administrator functions will be provided without charge. Number Administrator functions do not include opening NXX Codes.
 - 4.1.3. The Code Administrator will provide routine reports on NXX availability.
- 4.2. It shall be the responsibility of each Party to program and update its own switches and network systems to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither LEC nor Carrier shall charge each other for changes to switch routing software necessitated by the opening of NPA or NXX codes.
- 4.3. Parties will each be responsible for the electronic input of their respective number assignment information into the Local Exchange Routing Guide. LEC will perform this function for Carrier, if requested, at \$350 per NXX until Carrier's codes reside in Carrier's network as provided in Section 4.4 below.
- 4.4. Carrier shall use its best efforts to reassign the routing V&H and the Common Language Location Identifier ("CLLI") of all of its existing Dedicated NXX Codes associated with POIs interconnected in accordance with this Agreement to points within Carrier's system. Until a NXX code is reassigned, it will continue to be assigned to LEC's network as shown in the LERG. Carrier agrees that it shall pay LEC's charges associated with the reassignment of Carrier's Dedicated NXX Code.

5. NUMBER PORTABILITY

- 5.1 Paging is currently excluded from number portability requirements by FCC ruling. Accordingly, neither Party has an obligation to provide the other with number portability. Nonetheless, should Carrier submit traffic to LEC that requires a number portability query, LEC will charge and Carrier will pay applicable tariff charges for LNP queries. If at some point, paging is subjected to number

portability requirements, the parties shall comply with applicable law. If Carrier is then required to port numbers, LEC will not administer the database for those numbers, absent separate agreement.

- 5.2 The Parties reserve the right to block default routed calls incoming to their networks in the event of significant network failure in order to protect the public switched network from overload, congestion, or failure propagation.
- 5.3 LEC agrees that dialing parity will be available to Carrier in accordance with the Act.

6. TROUBLE REPORTING

The Parties will cooperatively plan and implement coordinated repair procedures for the Paging Interconnection Trunks and facilities to ensure trouble reports are resolved in a timely and appropriate manner. Each Party will provide the other with a single point of contact, available 24 hours a day, seven days a week, to whom to report trouble associated with the Parties' interconnection.

7. MAINTENANCE OF SERVICE CHARGES

- 7.1. A maintenance of service charge will be billed to the requesting Party whenever either Party requests the dispatch of the other Party's personnel for the purpose of performing maintenance activity on the Paging Interconnection Trunks, and any of the following conditions exist:
 - a. No trouble is found in the Paging Interconnection Trunks; or
 - b. The trouble condition results from equipment, facilities or systems not provided by the Party whose personnel were dispatched; or
 - c. Trouble clearance did not otherwise require a dispatch, and upon dispatch requested for repair verification, the Paging Interconnection Trunk does not exceed maintenance limits.
- 7.2 If a Maintenance of Service initial charge has been applied and trouble is subsequently found in the facilities of the Party whose personnel were dispatched, the charge will be canceled.
- 7.3. Billing for Maintenance of Service is based on each half-hour or fraction thereof expended to perform the work requested. The time worked is categorized and billed in accordance with LEC's Interstate Special Access Tariff.

8. NETWORK MANAGEMENT

- 8.1 The Parties will work cooperatively to implement this Agreement. The Parties will exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government, etc.) to achieve this desired reliability.

- 8.2 Neither Party will use any service provided under this Agreement in a manner that impairs the quality of service to other carriers or to either Party's end users. Either Party will provide the other Party notice of said impairment at the earliest practicable time.
- 8.3 **Protective Controls.** LEC may use Protective Controls on traffic towards Carrier's network when required to protect the public switched network from congestion due to facility failures, switch congestion or failures, or focused overload. LEC will notify Carrier immediately of any protective control action planned or executed.
- 8.4 **Expansive Controls.** Where the capability exists, originating traffic reroutes may be implemented by LEC, at LEC's expense, to temporarily relieve network congestion due to facility failures or abnormal calling patterns; reroutes will not be used to circumvent normal trunk servicing.
- 8.5 **Network Harm.** Both Parties shall work cooperatively to prevent use of any service 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 to service to other Telecommunications Carriers, to LEC's Customers, or to Carrier's Paging Customers, causes electrical hazards to either Party's personnel, damage to either Party's equipment, or malfunction of either Party's billing equipment.
- 8.6 **Access to Rights-of-Way.** Each Party shall provide the other Party access to its poles, ducts, rights-of-way and conduits it owns or controls in accordance with the requirements of state and federal law on terms, conditions, and at prices comparable to those offered to any other telecommunications carrier pursuant to each Party's applicable tariffs, contracts, or standard agreements.

9. LIABILITY AND INDEMNITY

- 9.1. Neither Party assumes any liability for any act or omission of the other in the furnishing of its service to end users solely by virtue of entering into this Agreement.
- 9.2 The Parties' liability to each other during any twelve month period resulting from any and all causes, other than for willful misconduct (including gross negligence), will not exceed the total of the amounts each Party bills to the other hereunder during the Twelve Month Period in which such cause accrues or arises. For purposes of this Section, a Twelve Month Period is the period of time commencing as of the date such cause accrues or arises and extending back twelve months, but not beyond the date on which this Agreement becomes effective. Should a Twelve Month Period not include a full twelve months, the resulting amounts shall be annualized.
- 9.3 Except as otherwise stated in this Section 9, and except for damages resulting from gross negligence or willful misconduct, the liability of each Party for damages arising out of delays in installation, maintenance, or restoration of

facilities, services, or arrangements or out of mistakes, omissions, interruptions, or errors or defects in transmission occurring in the course of exchanging traffic over the facilities, services or arrangements described herein shall in no event exceed the amount of the allowance, if any, available under the applicable Tariff or contract.

- 9.4 Except for losses alleged or made by an end user of either Party, or except as otherwise provided in specific appendices, in the case of any loss alleged or made by a third party arising under the negligence or willful misconduct of both Parties, each Party shall bear, and its obligation under this section shall be limited to, that portion (as mutually agreed to by the Parties) of the resulting expense caused by its own negligence or willful misconduct or that of its agents, servants, contractors, or others acting in aid or concert with it.
- 9.5 Each Party agrees to reimburse the other for damages to premises or equipment resulting from the installation, maintenance, or removal of facilities, services, or arrangements, if caused by negligence or willful act of the reimbursing Party.
- 9.6 Each Party shall reimburse the other for any loss through theft of facilities or services, by or through employees of the reimbursing Party while on the premises of the other.
- 9.7 Neither Party shall be required to reimburse the other for any claim or loss pursuant to this Section 9 where the amount in controversy is less than two hundred fifty dollars (\$250.00).
- 9.8 NEITHER CARRIER NOR LEC WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL CONSEQUENTIAL, RELIANCE, OR SPECIAL DAMAGES SUFFERED BY SUCH OTHER PARTIES (INCLUDING WITHOUT LIMITATION DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS SUFFERED BY SUCH OTHER PARTIES), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT, INCLUDING WITHOUT LIMITATION NEGLIGENCE OF ANY KIND WHETHER ACTIVE OR PASSIVE, AND REGARDLESS OF WHETHER THE PARTIES KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT. EACH PARTY HEREBY RELEASES THE OTHER PARTY (AND SUCH OTHER PARTY'S SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS) FROM ANY SUCH CLAIM. NOTHING CONTAINED IN THIS SECTION WILL LIMIT LEC'S OR CARRIER'S LIABILITY TO THE OTHER FOR (a) WILLFUL OR INTENTIONAL MISCONDUCT (INCLUDING GROSS NEGLIGENCE); (b) BODILY INJURY, DEATH, OR DAMAGE TO TANGIBLE REAL OR TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY LEC OR CARRIER'S NEGLIGENT ACT OR OMISSION OR THAT OF THEIR RESPECTIVE AGENTS, SUBCONTRACTORS OR EMPLOYEES, NOR WILL ANYTHING CONTAINED IN THIS SECTION LIMIT THE PARTIES INDEMNIFICATION OBLIGATIONS, AS SPECIFIED BELOW.

9.9 Obligation to Indemnify

- 9.9.1 Each Party will and hereby agrees to defend at the other's request, indemnify, and hold harmless the other Party and each of its officers, directors, employees, and agents (each, an Indemnitee) against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment, or settlement of any nature or kind, known or unknown, liquidated or unliquidated, including without limitation all reasonable costs and expenses incurred (legal, account or otherwise) (collectively, Damages) arising out of, resulting from, or based upon any pending or threatened claim, action, proceeding or suit by any third party (a Claim) (a) alleging any omissions, breach of any representation, warranty, or covenant made by such indemnifying Party (the Indemnifying Party) in this Agreement, (b) based upon injuries or damages to any person or property or the environment arising out of or in connection with this Agreement that are the result of the Indemnifying Party's actions, breach of Applicable Law, or the actions, omissions or status of its employees, agents, and subcontractors.
- 9.9.2 In the case of any loss alleged or made by an end user of either Party, the Party whose end user alleged or made such loss (Indemnifying Party) shall defend and indemnify the other Party (Indemnified Party) against any and all such claims or loss by its end users regardless of whether the underlying service was provided or unbundled element was provisioned by the Indemnified Party, unless the loss was caused by the gross negligence or willful misconduct of the other (Indemnified) Party.
- 9.9.3 Each Party will and hereby agrees to defend at the other's request, indemnify, and hold harmless the other Party and each of its officers, directors, employees, and agents (each, an "Indemnitee") against and in respect of any loss, debt, liability, damage, obligation, claim demand, judgment, or settlement of any nature or kind, known or unknown, liquidated or unliquidated, including without limitation all reasonable costs and expenses incurred (legal, account or otherwise) arising out of, resulting from, or based upon any pending or threatened claim, action, proceeding or suit by any third party for actual or alleged infringement of any patent, copyright, trademark, service mark, trade name, trade dress, trade secret or any other intellectual property right now known or later developed to the extent that such claim or action arises in relation to this Agreement.

9.10 Obligation to Defend; Notice; Cooperation

- 9.10.1 Whenever a Claim will arise for indemnification under this Section, the relevant Indemnitee, 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 Indemnitee of acceptance of the defense of such Claim and the identity of counsel selected by the Indemnifying Party. Except as set forth below, such notice to the relevant Indemnitee will give the Indemnifying Party full authority to defend, adjust, compromise, or settle such Claim with respect to which such notice will have been given, except to the extent that any compromise or settlement might prejudice the Intellectual Property Rights of the relevant Indemnities. The Indemnifying Party will consult with the relevant Indemnitee prior to any compromise or settlement that would affect the Intellectual Property Rights or other rights of any Indemnitee, and the relevant Indemnitee will have the right to refuse such compromise or settlement and, at the refusing Party's or 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 Indemnitee 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 Indemnitee 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 Indemnitee and also will be entitled to employ separate counsel for such defense at such Indemnitee's expense. In the event the Indemnifying Party does not accept the defense of any indemnified Claim as provided above, the relevant Indemnitee 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.

9.10.2 The Parties shall cooperate with each other in the defense of any suit, claim, or demand by third persons against either or both of them arising out of the connection arrangements and delivery of traffic hereunder including, without limitation, Workers' Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications.

9.11 Disclaimer of Warranties

9.11.1 TO THE EXTENT CONSISTENT WITH ITS OBLIGATIONS UNDER THE ACT, LEC MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE WITH RESPECT TO SERVICES PROVIDED HEREUNDER.

10. PATENTS & TRADEMARKS

10.1. With respect to claims of patent infringement made by third persons, LEC and Carrier shall defend, indemnify, protect and save harmless the other from and against all claims arising out of the improper combining with or use by the

indemnifying Party of any circuit, apparatus, system or method provided by that Party or its end users in connection with the facilities, services or arrangements furnished under this Agreement.

- 10.2. No license under patents is granted by either Party to the other, or shall be implied or arise by estoppel with respect to any circuit, apparatus, system, or method used by either Party in connection with any facilities, services, or arrangements furnished under this Agreement.
- 10.3 Except as specifically set out in this Agreement, nothing in this Agreement will grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other for any purpose whatsoever, absent written consent of the other Party.

11. RECORDS

- 11.1. Each Party will keep adequate records of its operations and transactions under this Agreement and shall furnish to the other Party such information as may be reasonably required for the administration of this Agreement. Records required under this Section 11 are subject to the provisions of Section 14 of this Agreement.
- 11.2. The Parties shall, upon reasonable request, furnish copies or otherwise make available to each other the licenses and other Federal and, if applicable, State regulatory authorizations and its filed tariffs or other published schedules of charges pertaining to the traffic to be delivered hereunder. In the event that Carrier possesses requisite authority, but the regulatory agency involved has not issued a formal document of authorization, LEC shall accept, as satisfying the requirements of this provision, the notice granting authorization in the agency's official publication(s).

12. TERM AND TERMINATION

- 12.1. Carrier represents and warrants that (1) it is licensed by the FCC to provide one-way paging CMRS in the state in which interconnection pursuant to this Agreement will be provided, and (2) it will use the interconnection arrangements under this Agreement only to provide one-way paging CMRS to the general public in the area covered by such license. IF CARRIER DOES NOT PROVIDE ONE-WAY CMRS SERVICE TO THE GENERAL PUBLIC IN THE STATE IN WHICH INTERCONNECTION PURSUANT TO THIS AGREEMENT WILL BE PROVIDED, OR SEEKS TO USE THE ARRANGEMENTS SET FORTH IN THIS AGREEMENT FOR ANY OTHER PURPOSE, OR IF CARRIER DOES NOT HAVE, AT ANY POINT DURING THE TERM OF THIS AGREEMENT, AUTHORITY FROM THE FCC TO PROVIDE ONE-WAY PAGING CMRS, THIS AGREEMENT SHALL IMMEDIATELY BE VOIDABLE AT LEC'S OPTION.
- 12.2. Except as provided herein, the Parties agree to interconnect pursuant to the terms defined in this Agreement until November 1, 2000. Thereafter, the Agreement shall continue on a month to month basis subject to termination as

set forth in this Agreement. Either Party, at any time after November 1, 1999, may provide Notice of Termination and Request for Negotiation, which will then commence the negotiation time frames set forth in Section 252 of the Act. Thereafter, this Agreement shall continue in force only during the period the Parties are negotiating in good faith toward such a new interconnection agreement and the Texas PUC is arbitrating any unresolved matters arising from such negotiation or considering approval of the agreed new interconnection agreement. Not later than 30 days from receipt of a Notice of Termination and Request for Negotiation, the Parties will commence negotiations. The procedures for negotiation, arbitration and approval of any renewal agreement shall be governed by Section 252 of the Act, except as specifically provided otherwise herein.

- 12.3. Notwithstanding any other provisions of this Agreement, this Agreement may be terminated at any time as mutually agreed by the Parties in writing.
- 12.4. Either Party may terminate this Agreement by notice in writing effective upon mailing to the other Party in the event the other Party is insolvent, makes an assignment for the benefit of creditors, is unable to pay debts as they mature, files or has filed against it a petition in any court setting forth or alleging any of the foregoing or has a trustee or receiver or officer of the court appointed to control or supervise all or any substantial part of its assets or business. When any of the above circumstances exist, either Party may in writing demand adequate assurance of due performance and, until said Party receives such assurance, the other Party may suspend any performance required under this Agreement. The adequacy of any assurance offered shall be determined according to commercial standards. After receipt of a justified demand, failure to provide within a reasonable time, not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Either Party may then exercise whatever legal rights they have available to them in light of the repudiation.
- 12.5. Notwithstanding Section 12.1, in the event Carrier intends to cease providing its Authorized Services, Carrier shall communicate this intent to LEC in writing at least sixty (60) days prior to the time Carrier intends to cease providing its Authorized Services. Carrier may then terminate this Agreement on ninety (90) days written notice, subject to payment for facilities or arrangements provided or for costs incurred.
- 12.6. Either Party may provide thirty (30) days written notice of termination of this Agreement to the other for repeated or willful material violation, refusal to comply with the provisions of this Agreement, which material violation or refusal has continued uncured for thirty (30) days following receipt of written notice by the defaulting Party. The terminating Party shall notify the FCC and the Commission and concurrently give the other Party written notice of the prospective date and time of discontinuance of service.
- 12.7. This Agreement shall immediately terminate upon the permanent suspension, revocation, or termination by other means of either Party's authority to provide

services over its network and shall be suspended during periods of temporary suspension, revocation, or termination. Notwithstanding such termination, the terminating Party shall notify in writing the Party who has lost its authority, not less than thirty (30) days prior to discontinuing the connection arrangements provided hereunder. At such time the terminating Party will also notify in writing the Federal Communications Commission and the Commission of the prospective discontinuance.

- 12.8. Upon termination of this Agreement, the monthly charges payable under the Agreement shall be prorated to the date of termination provided that the facility or arrangement for which such charge is levied has been in service for more than one month. Otherwise, the full monthly charge shall be due on termination, together with any applicable non-recurring charges.
- 12.9. If this Agreement is terminated for any reason, other than as set forth in Section 12.2, above, and the Parties continue to provide services hereunder, then the terms and conditions contained herein shall continue to apply to such services for ninety (90) days from the effective date of termination. Thereafter, tariffed rates, terms and conditions for comparable services shall apply to such continued service.

13. DEPOSITS

- 13.1. If Carrier has a deposit with LEC as of the Effective Date of this Agreement related to interconnection, that deposit shall continue under the terms of this Agreement. This deposit will be held by LEC as a guarantee of payment of rates and charges billed to Carrier.
- 13.2. In the event that LEC holds no deposit for Carrier and Carrier is sent two or more delinquency notification letters following the Effective Date of this Agreement and within the most recent twelve consecutive month period, Carrier shall remit a deposit to LEC within thirty (30) calendar days of receipt of written notification from LEC requesting such deposit. Such deposit shall be calculated in the amount equal to the average billing to Carrier for a two-month period. The most recent three (3) months billing shall be used to calculate Carrier's monthly average.
- 13.3. At any time after the Effective Date when Carrier already has a deposit with LEC or has been requested to place a deposit with LEC, and Carrier receives a delinquency notice, the initial deposit may be reviewed and adjusted, if necessary, to cover average billing to Carrier for a two-month period. The most recent three (3) months billing shall be used to calculate Carrier's monthly average. If the difference between the current deposit and the revised calculation is greater than 10% of the existing deposit, the deposit required shall be adjusted to the revised amount. Re-evaluation and adjustment of the deposit shall be performed periodically thereafter so long as LEC holds a deposit from Carrier. Should the deposit required be revised upward, the additional amount shall be paid to LEC within thirty (30) calendar days of receipt of written notification from LEC requesting such deposit. Should the deposit required be

adjusted downward, LEC shall refund the difference between the existing deposit and the revised deposit by crediting the amount of the difference to Carrier's bill(s) which are scheduled to be generated within sixty (60) days following the date of the re-evaluation and adjustment.

- 13.4. If, during any twenty-four (24) consecutive month period of doing business with LEC under this Agreement, Carrier does not receive more than one delinquency notification letter, any deposit will be returned to Carrier.
- 13.5. This deposit requirement may be satisfied in whole or in part with a bank letter of credit acceptable to LEC. No interest shall be paid by LEC for any deposit requirement satisfied in whole or in part by a bank letter of credit.
- 13.6. The fact that LEC holds a deposit or bank letter of credit does not relieve Carrier from timely compliance with its payment obligations under this Agreement.
- 13.7. At the option of LEC, a deposit may be refunded or credited to Carrier at any time.
- 13.8. In case of a cash deposit, simple interest at the annual rate reflected in LEC's Interstate Special Access Tariff shall be paid upon return of the deposit for the period during which such deposit is held by LEC.
- 13.9. The fact that a deposit has been made does not relieve either Party from complying with the requirements for advance payments or the prompt payment of bills as specified elsewhere in this Agreement.

14. CONFIDENTIALITY

- 14.1. For the purposes of this Agreement, "Confidential Information" means confidential or proprietary technical or business information given by the Discloser to the Recipient. All information which is disclosed by one Party to the other in connection with this Agreement, during negotiations prior to the execution of this Agreement, and the term of this Agreement, will automatically be deemed proprietary to the Discloser and subject to this Agreement, unless otherwise confirmed in writing by the Discloser. In addition, by way of example and not limitation, information that would constitute Customer Proprietary Network Information of Carrier's customers pursuant to the Act and the rules and regulations of the Federal Communications Commission (FCC), whether disclosed by Carrier to LEC or otherwise acquired by LEC in the course of the performance of this Agreement, will be deemed Confidential Information of Carrier for all purposes under this Agreement. Any traffic or billing data provided by either Party to implement the terms of this Agreement shall be considered Confidential and shall be disclosed only to those persons who have a need to see the information to implement the terms of this contract. Neither Party shall permit traffic or billing data to be disclosed to any Affiliate or any subsidiary corporation that provides services that compete with the other Party.
- 14.2. For a period of two (2) years from the earlier of the expiration or termination of

this Agreement, except as otherwise specified in this Agreement, the Recipient agrees (a) to use it only for the purpose of performing under this Agreement, (b) to hold it in confidence and disclose it to no one other than its employees having a need to know for the purpose of performing under this Agreement, and (c) to safeguard it from unauthorized use or disclosure using at least the same degree of care with which the Recipient safeguards its own Confidential Information. If the Recipient wishes to disclose the Discloser's Confidential Information to a third-party agent or consultant, such disclosure must be agreed to in writing by the Discloser, and the agent or consultant must have executed a written agreement of nondisclosure and nonuse comparable in scope to the terms of this Section.

- 14.3 The Recipient may make copies of Confidential Information only as reasonably necessary to perform its obligations under this Agreement. All such copies will be subject to the same restrictions and protections as the original and will bear the same copyright and proprietary rights notices as are contained on the original.
- 14.4 The Recipient agrees to return all Confidential Information in tangible form received from the Discloser, including any copies made by the Recipient within thirty (30) days after a written request is delivered to the Recipient, or to destroy all such Confidential Information if directed to do so by Discloser except for Confidential Information that the Recipient reasonably requires to perform its obligations under this Agreement. The Recipient will certify destruction or return by written letter to the Discloser. If either Party loses or makes an unauthorized disclosure of the other Party's Confidential Information, it will notify such other Party immediately and use reasonable efforts to retrieve the lost or wrongfully disclosed information.
- 14.5 The Recipient will have no obligation to safeguard Confidential Information: (a) which was in the possession of the Recipient free of restriction prior to its receipt from the Discloser, (b) after it becomes publicly known or available through no breach of this Agreement by the Recipient; (c) after it is rightfully acquired by the Recipient free of restrictions on its disclosure; or (d) after it is independently developed by personnel of the Recipient to whom the Discloser's Confidential Information had not been previously disclosed. In addition, either Party will have the right to disclose Confidential Information to any mediator, arbitrator, state, or federal regulatory body, or a court in the conduct of any mediation, arbitration or approval of this Agreement, so long as, in the absence of an applicable protective order, the Discloser has been promptly notified by the Recipient and so long as the Recipient undertakes all lawful measures to avoid disclosing such information until Discloser has had reasonable time to negotiate a protective order with any such mediator, arbitrator, state or regulatory body or a court, and complies with any protective order that covers the Confidential Information.
- 14.6 The Parties acknowledge that an individual end user may simultaneously seek to become or be a Customer and a Paging Customer. Nothing in this Agreement is intended to limit the ability of either Party to use customer specific information

lawfully obtained from end users or sources other than the Disclosing Party.

- 14.7 Each Party's obligations to safeguard Confidential Information disclosed prior to expiration or termination of this Agreement will survive such expiration or termination.
- 14.8 Except as otherwise expressly provided elsewhere in this Agreement, no license is hereby granted under any patent, trademark, or copyright, nor is any such license implied solely by virtue of the disclosure of any Confidential Information.
- 14.9 Each Party agrees that the Discloser may be irreparably injured by a disclosure in breach of this Agreement by the Recipient or its representatives and the Discloser will be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach or threatened breach of the confidentiality provisions of this Agreement. Such remedies will not be deemed to be the exclusive remedies for a breach of this Agreement, but will be in addition to all other remedies available at law or in equity.

15. NOTICE

- 15.1 In the event any notices are required to be sent under the terms of this Agreement, they may be sent by certified mail, return receipt requested and are deemed to have been given on the date received. Notice may also be effected by personal delivery or by overnight courier, and will be effective upon receipt. However, notices to a Party's 24-hour maintenance contact number will be by telephone and will be deemed to have been received on the date transmitted. The Parties will provide the appropriate telephone and facsimile numbers to each other. The notifying Party should note the time and identity of the person to whom notice is provided by telephone. Unless otherwise specifically provided in this Agreement, notice will be directed as follows:

15.2 If to Carrier:

James Young
Awesome Paging Inc.
2806 Delmar Suite Dr.
Victoria, TX 77901
Phone: (512) 576-2255
Facsimile: (512) 575-8041

15.3 If to LEC:

Director - Wireless Marketing
Four Bell Plaza, Rm. 1820
SBC Telecommunications
311 S. Akard St.
Dallas, TX. 75202-5398
Phone: 214-858-0571

Facsimile: 214-858-0775

with a copy to:

Keith E. Davis
Southwestern Bell
One Bell Plaza, Rm. 2900
208 S. Akard St.
Dallas, TX. 75202-4208
Phone: 214-464-8583
Facsimile: 214-464-1138

Either Party may unilaterally change its designated representative and/or address, telephone contact number or facsimile number for the receipt of notices by giving seven (7) days' prior written notice to the other Party in compliance with this Section. Any notice or other communication will be deemed given when received.

16. ASSIGNMENT

- 16.1. This Agreement may not be assigned by either Party without the prior written consent of the other, which shall not be unreasonably withheld.
- 16.2. Except as otherwise provided herein, this Agreement shall be binding on and shall inure to the benefit of Parties hereto and their respective successors and assigns.
- 16.3. Each Party will notify the other in writing not less than 60 days in advance of anticipated assignment.

17. AMENDMENTS, CHANGES, AND MODIFICATIONS

- 17.1. If either Party proposes to make any permanent changes in the arrangements provided for in this Agreement, or any Attachments, or any permanent change in its operations which would affect the other Party's operations or services once the facilities, arrangements, apparatus, equipment, or any other item furnished by the Parties under this Agreement are installed, the changing Party shall give reasonable advance written notice to the other Party of such changes, advising when such changes will be made. All such changes shall be coordinated with the non-changing Party. Nothing in this Section shall affect the Parties' rights and obligations under this Agreement.
- 17.2. Subject to the provisions of Section 17.1. above, each Party shall be solely responsible, at its expense, for the overall design of its services and for any redesigning or rearrangement of its services which may be required because of changes in facilities, operations or procedures of the other, minimum network protection criteria, or operating or maintenance characteristics of the facilities.
- 17.3. Except as otherwise provided in this Agreement, no amendment or waiver of any

provision of this Agreement and no consent to any default under this Agreement will be effective unless the same is in writing and signed by an officer of the Party against whom such amendment, waiver or consent is claimed. In addition, no course of dealing or failure of a Party strictly to enforce any term, right or condition of this Agreement will be construed as a waiver of such term, right, or condition. By entering into this Agreement, the Parties do not waive any right granted to them pursuant to the Act; however, the Parties enter into this Agreement without prejudice to any positions they have taken previously, or may take in the future in any legislative, regulatory or other public forum addressing any matters, including matters related to the types of arrangements prescribed by this Agreement.

18. LAW GOVERNING AGREEMENT

- 18.1 The validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the Parties will be governed by the laws of the State of Texas other than as to conflicts of laws, except insofar as federal law may control any aspect of this Agreement, in which case federal law will govern such aspect. The Parties submit to personal jurisdiction in Dallas, Texas, and waive any and all objections to a Texas venue.

19. SEVERABILITY

- 19.1 If any term, condition or provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will not invalidate the entire Agreement, unless such construction would be unreasonable. The Agreement will be construed as if it did not contain the invalid or unenforceable provision or provisions, and the rights and obligations of each Party will be construed and enforced accordingly; provided, however, that in the event such invalid or unenforceable provision or provisions are essential elements of this Agreement and substantially impair the rights or obligations of either Party, the Parties will promptly negotiate a replacement provision or provisions. If impasse is reached, the Parties will resolve said impasse under the dispute resolution procedures set forth in Section 33.

20. THIRD PARTY BENEFICIARY

- 20.1 This Agreement shall not provide any person not a Party to this Agreement with any remedy, claim, liability, reimbursement, claim of action, or other right in excess of those existing without reference to this Agreement.

21. FORCE MAJEURE

- 21.1 Except as otherwise specifically provided in this Agreement, neither Party will be liable for any delay or failure in performance of any part of this Agreement caused by a force majeure condition, including acts of the United States of America or any state, territory, or political subdivision thereof, acts of God or a public enemy, fires, floods, labor disputes such as strikes and lockouts, freight embargoes, earthquakes, volcanic actions, wars, civil disturbances, cable cuts,

or other causes beyond the reasonable control of the Party claiming excusable delay or other failure to perform. Provided, force majeure will not include acts of any Governmental Authority relating to environmental, health, or safety conditions at work locations. If any force majeure condition occurs the Party whose performance fails or is delayed because of such force majeure conditions will give prompt notice to the other Party, and upon cessation of such force majeure condition, will give like notice and commence performance hereunder as promptly as reasonably practicable.

- 21.2. If any such force majeure condition occurs, the Party injured by the other's inability to perform may, in accordance with Section 12 above, elect to (a) terminate this Agreement, provided the condition has existed for ninety (90) days in a one hundred and twenty (120) day period; or (b) suspend this Agreement for the duration of the force majeure condition and resume performance under this Agreement once such force majeure condition ceases.

22. PUBLICITY

- 22.1 The Parties agree not to use in any advertising or sales promotion, press releases or other publicity matters, any endorsements, direct or indirect quotes or pictures implying endorsement by the other Party or any of its employees without such Party's prior written approval. The Parties will submit to each other for written approval, prior to publication, all such publicity endorsement matters that mention or display the other's name and/or marks or contain language from which a connection to said name and/or marks may be inferred or implied.
- 22.2 Neither Party will offer any services using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of the other Party or its affiliates without the other Party's written authorization.

23. LAW ENFORCEMENT AND CIVIL PROCESS

- 23.1 The Parties will cooperate in responding to requests for information and/or assistance from law enforcement agencies.

24. AUTHORITY

- 24.1 Each person whose signature appears below represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement:

25. BINDING EFFECT

- 25.1 This Agreement will be binding on and inure to the benefit of the respective successors and permitted assigns of the Parties.

26. EXPENSES

- 26.1 Except as specifically set out in this Agreement, each Party will be solely responsible for its own expenses involved in all activities related to the subject of

this Agreement.

27. HEADINGS

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

28. REGULATORY APPROVAL

- 28.1 Each Party agrees to cooperate with the other and with any regulatory agency to obtain regulatory approval of this Agreement. During the term of this Agreement, each Party agrees to continue to cooperate with each other and any regulatory agency so that the benefits of this Agreement may be achieved.

29. VERIFICATION REVIEWS

- 29.1 Subject to each Party's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, either Party may audit the other Party's books, records and other documents once in each Contract Year for the purpose of evaluating the accuracy of the other Party's billing and invoicing. The Parties may employ other persons or firms for this purpose. Such audit will take place at a time and place agreed on by the Parties no later than thirty (30) days after notice thereof.
- 29.2 Each Party will promptly correct any billing error that is revealed in an audit, including making refund of any overpayment by the other Party in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results. Any disputes concerning audit results will be resolved pursuant to the Dispute Resolution procedures described in Section 9 of this Agreement.
- 29.3 Each Party will cooperate fully in any such audit, providing reasonable access to any and all appropriate employees and books, records and other documents reasonably necessary to assess the accuracy of the Party's bills.
- 29.4 Either Party may audit the other Party's books, records and documents more than once during any Contract Year if the previous audit found previously uncorrected net variances or errors in invoices in the other Party's favor with an aggregate value of at least two percent (2%) of the amounts payable by Carrier for Resale services, Network Elements or Combinations provided during the period covered by the audit.
- 29.5 Audits will be at the auditing Party's expense.
- 29.6 Upon (a) the discovery by either Party of overcharges not previously reimbursed to the other Party or (b) the resolution of disputed audits, the affected Party will promptly reimburse the other Party the amount of any overpayment times the commercial paper rate applicable on the last day of the month preceding the month of discovery or resolution as above. In no event, however, will interest be assessed on any previously assessed or accrued late payment charges.

29.7 Carrier may require that, at the end of the first year of implementation of this Agreement, LEC submit to an audit or examination of services performed under the interconnection agreement. Subsequent to the first year of implementation, Carrier may require that audits or examinations be performed if: (1) Carrier can show cause that it has a commercially reasonable basis to seek an audit or examination; and (2) the request for audit or examination specifically defines the particular services that it seeks to audit or examine. All audits requested by Carrier under this section shall be conducted at its expense. The dispute resolution provisions of this Agreement shall be used to resolve disputes arising concerning requests for audits or examinations, or the results of the audits or examinations.

29.8 Information obtained or received by either Party in connection with this Section will be subject to the confidentiality provisions of Section 14 of this Agreement.

30. INDEPENDENT CONTRACTOR

30.1 This Agreement will not establish, be interpreted as establishing, or be used by either Party to establish or to represent their relationship as any form of agency, partnership or joint venture. Neither Party will have any authority to bind the other or to act as an agent for the other unless written authority, separate from this Agreement, is provided. Nothing in the Agreement will be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the Parties. Nothing herein will be construed as making either Party responsible or liable for the obligations and undertakings of the other Party.

31. MOST FAVORABLE TERMS AND CONDITIONS

31.1 To the extent provided in Section 252(i) of the Act, LEC shall make available to Carrier any interconnection agreement approved under Section 252 of the Act by the Texas Public Utility Commission to which LEC is a party upon Carrier's agreement to the same terms and conditions as those provided in that agreement.

32. REGULATORY DECISIONS AND CHANGES

32.1 In the event that any legislative, regulatory, judicial, or other legal action is inconsistent with any material term of this Agreement or any Attachment hereto, renders this Agreement or any Attachment hereto inoperable, creates any ambiguity or requirement for further amendment to this Agreement or any Attachment hereto, or adversely affects the ability of either Party to perform any material term of this Agreement, either Party may, on thirty (30) days written notice require that such Agreement, Attachment, or such terms thereof be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required or appropriate to reflect the results of such action. Nothing herein shall be deemed to be a waiver of either Party's rights under the Act.

32.2 Where LEC's Service Area or Carrier's Service Area is modified after the

Effective Date of this Agreement, the terms and conditions of this Agreement shall be modified to include such modification, if requested by either Party.

- 32.3 Facilities and services shall not be used by either Party knowingly for any purpose or in any manner, directly or indirectly, in violation of any laws, or in violation of any approved tariffs, orders, regulations, or rules of the FCC, the Commission, or other governmental agency, or in aid of any unlawful act or undertaking.
- 32.4 If the FCC or any Governmental Authority issues an effective order that modifies the current legal requirements, obligations, or any rule governing interconnection or compensation arrangements between LECs and paging carriers, the Parties shall, within thirty (30) days notice of one of the Parties, renegotiate the terms and conditions of this Agreement.
- 32.5 If the Parties are unable to arrive at an agreement within sixty (60) days after notice, either Party may invoke the Dispute Resolution process set forth in Section 33 of this Agreement.

33. DISPUTE RESOLUTION

- 33.1 The Parties agree that in the event of a default or violation hereunder, or in the event of any dispute arising under this Agreement (collectively, "the Dispute"), the Parties shall first meet and confer to discuss in good faith the Dispute and seek resolution prior to taking any action before any court or regulatory authority, or before making any public statement about or disclosing the nature of the Dispute to any third party. Such conference shall occur at least at the Vice President level for each Party. In the case of LEC, its Vice President, or an equivalent officer, shall participate in the "meet and confer" meeting.
- 33.2 Finality of Disputes. Except as otherwise specifically provided in this Agreement, no claims will be brought for disputes arising from this Agreement more than 24 months from the date the occurrence which gives rise to the dispute is discovered or reasonably should have been discovered with the exercise of due care and attention.
- 33.3 Alternative to Litigation. The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for (a) actions seeking a temporary restraining order or an injunction related to the purposes of this Agreement, (b) federal or state antitrust and/or deceptive trade practices claims, or (c) suits to compel compliance with this Dispute Resolution process, the Parties agree to use the following Dispute Resolution procedure with respect to any controversy or claim arising out of or relating to this Agreement or its breach. With regard to claims of \$50,000 or less, a single arbitrator shall hear them; with regard to claims in excess of \$50,000, a three judge panel shall hear them. The Parties agree that arbitration shall be the exclusive remedy only for disputes covered by this paragraph that involve claims for damages or claims related to nonpayment of amounts due pursuant to the terms of this Agreement. As to

other matters, this Section does not preclude either Party from seeking equitable remedies or filing a complaint with the Commission.

- 33.4 Informal Resolution of Disputes.** In the case of any dispute and at the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative informal dispute resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit. To the extent negotiations do not resolve the dispute, and 30 days have passed since the date of the request for resolution under this paragraph, parties may seek more formal dispute resolution procedures as described below, except as to those types of disputes specifically excepted in Section 33.3 above.

33.5 Formal Resolution of Disputes

33.5.1 Except as otherwise specifically set forth in this Agreement, for all disputes arising out of or pertaining to this Agreement, including but not limited to matters not specifically addressed elsewhere in this Agreement which require clarification, renegotiation, modifications or additions to this Agreement, either Party may invoke dispute resolution procedures available pursuant to the dispute resolution rules, as amended from time to time, of the Public Utility Commission of Texas.

33.5.2 Parties agree that the Dispute Resolution procedures set forth in this Agreement are not intended to conflict with applicable requirements of the Act or the state commission with regard to procedures for the resolution of disputes arising out of this Agreement.

34. COOPERATION ON PREVENTING END USER FRAUD

34.1 The Parties agree to cooperate with one another to investigate, minimize, and take corrective action in cases of fraud. The Parties' fraud minimization procedures are to be cost-effective and implemented so as not to unduly burden or harm one Party as compared to the other.

34.2 In cases of suspected fraudulent activity by an end user, at a minimum, the cooperation referenced in the above paragraph will include providing to the other Party, upon request, information concerning end users who obtain services from that Party without paying all outstanding charges. The Party seeking such information is responsible for securing the end user's permission to obtain such information.

35. NOTICE OF NETWORK CHANGES

- 35.1 Each Party ("Notifying Carrier") agrees to provide the other Party reasonable notice consistent with applicable FCC rules of changes in the information necessary for the transmission and routing of services using Notifying Carrier's facilities or networks, as well as other changes that affect the interoperability of those respective facilities and networks. This Agreement is not intended to limit Notifying Carrier's ability to upgrade its network through the incorporation of new equipment, new software or otherwise so long as such upgrades are not inconsistent with Notifying Carrier's obligations to the other Party under the terms of this Agreement.

36. GOOD FAITH PERFORMANCE

- 36.1 In the performance of their obligations under this Agreement the Parties will act in good faith and consistently with the Act. Where consent, notice, approval or similar action by a Party is required by any provision of this Agreement, such action will not be unreasonably delayed, withheld or conditioned.

37. RESPONSIBILITY OF EACH PARTY

- 37.1 Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of its employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Each Party will be solely responsible for proper handling, storage, transport and disposal at its own expense of all (a) substances or materials that it or its contractors or agents bring to, create or assume control over at work locations, or (b) waste resulting therefrom or otherwise generated in connection with its or its contractors' or agents' activities at the work locations. Subject to the limitations on liability and except as otherwise provided in this Agreement, each Party will be responsible for (a) its own acts and performance of all obligations imposed by applicable law in connection with its activities, legal status and property, real or personal and, (b) the acts of its own employees, agents and contractors during the performance of the Party's obligations hereunder.
- 37.2 LEC will be responsible for obtaining and keeping in effect all Federal Communications Commission, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement. Carrier will be responsible for obtaining and keeping in effect all Federal Communications Commission, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with its offering of services to Carrier Customers contemplated by this Agreement. Carrier will reasonably cooperate with LEC in obtaining and maintaining any required approvals for which LEC is

responsible, and LEC will reasonably cooperate with Carrier in obtaining and maintaining any required approvals for which Carrier is responsible.

38. REFERENCED DOCUMENTS

- 38.1 Whenever any provision of this Agreement refers to a technical reference, technical publication, Carrier Practice, LEC Practice, any publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated into this Agreement, it will be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successors) of each document that is in effect, and will include the most recent version or edition (including any amendments, supplements, addenda, or successors) of each document incorporated by reference in such a technical reference, technical publication, Carrier Practice, LEC Practice, or publication of industry standards.

39. SURVIVAL OF OBLIGATIONS

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

40. EFFECTIVE DATE

- 40.1 This Agreement becomes effective upon the fifth day of the month following the date when the Agreement is approved by the Public Utility Commission of Texas.
- 40.2 Upon the Effective Date or as soon thereafter as possible, the Parties will schedule meetings to analyze their current interconnection arrangements and determine what changes to facilities, services and billings are necessary to effectuate this Agreement. The Parties shall move forward with such meetings in good faith and with all due speed. Such changes shall become effective upon the date such changes are implemented.

41. SUPERSEDURE

- 41.1 This Agreement supersedes all prior agreements, interim agreements, letters of agreement, memorandums of understanding, and any other written documentation of agreements between the Parties hereto with respect to the subject matter hereof.

42. EXECUTION IN DUPLICATE

- 42.1 This Agreement may be executed in multiple counterparts, each of which will be deemed an original but all of which will together constitute but one, and the same

document.

43. ENTIRE AGREEMENT

- 43.1 This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein, and fulfills LEC's obligations to interconnect with Carrier in the State of Texas.
- 43.2 Neither Party will be bound by an amendment, modification or additional term unless it is reduced to writing signed by an authorized representative of the Party sought to be bound.
- 43.3 By entering into this Agreement, neither Party waives any claim it might have against the other with respect to facilities and services provided the other prior to the Effective Date of this Agreement, and each Party expressly reserves the right to pursue whatever remedies it may have with respect to such claims.

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

**SOUTHWESTERN BELL TELEPHONE
COMPANY**

By SBC Telecommunications, Inc.,
its authorized agent

Carrier

By: *Sandy Kinney*
(Signature)
Sandy Kinney
Vice President - General Manager
Industry Markets

*DOA
AKK*

Date Signed: 10-15-98

By: *James K Young*
(Signature)
Name: James K Young
Title: President

Date Signed: 10-5-98

**Appendix - Affiliates
Awesome Paging, Inc.**

None.

Appendix Points of Interconnection (POI)
Awesome Paging, Inc.

CORPUS CHRISTI	606 N. Carancahua Corpus Christi, TX 78401
SAN ANTONIO	660 Santa Rosa San Antonio, TX 78207
HARLENGEN	519 E. Jackson Harlingen, TX 78555
HOUSTON	293 N. Main Houston, TX 77002
VICTORIA	3902 Houston Hwy. Victoria, TX 77901

**Appendix - Proof of Carrier's Authority to Provide One-Way CMRS Service
Awesome Paging, Inc.**

VALID FCC CALL SIGNS

WNML278
WNXN672
WPEW274
WPFM921
WPFA919
WPFM950
WPHF678
WPJW562
WPJW565
WPFN865
WPJW560
WNZR770
WPFA920
WPFS528
WPJW678
WPJY920
WPGA405
WPKT262

WPLZ466
WNYN463
WPKA424
WPAP285
WPGB216
WPEP787
WPIP331
WPKR922
WPKT290
WPHB605
WPJS796
WPJS792
WPGR991
WPJW465
WNTX625
WPJW525
WPEH327